NOTICE OF PUBLIC MEETING
Notice Posted: 4/22/2022 12:00 PM

Public Notice: Notice is hereby given that the City Council of the City of Shreveport shall hold its Administrative Conference on Monday, April 25, 2022, at 3:00 p.m. and its Regular Meeting, Tuesday, April 26, 2022, at 3:00 P.M. Both meetings will be held in the Government Chamber at Government Plaza (505 Travis Street).

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**ADMINISTRATIVE CONFERENCE**

**April 25, 2022**

***AND***

**CITY COUNCIL MEETING AGENDA**

**April 26, 2022**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE AND CITY COUNCIL MEETING**
   April 11, 2022 April 12, 2022
5. **AWARDS AND RECOGNITIONS OF DISTINGUISHED GUESTS, COMMUNICATIONS OF THE MAYOR RELATIVE TO CITY BUSINESS, AND REQUIRED REPORTS**
   A. AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS BY CITY COUNCIL MEMBERS, NOT TO EXCEED FIFTEEN MINUTES
   B. AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS BY THE MAYOR, NOT TO EXCEED FIFTEEN MINUTES
   C. COMMUNICATIONS OF THE MAYOR RELATIVE TO CITY BUSINESS OTHER THAN AWARDS AND RECOGNITION OF DISTINGUISHED GUESTS

D. REPORTS:

Property Standards Report (Resolution 7 of 2003)

Revenue Collection Plan & Implementation Report (Resolution 114 of 2009)

Master Plan Committee Report (Resolution 132 of 2012)

Budget to Actual Financial Report(Resolution 183 of 2017)

**6. PUBLIC HEARING: NONE**

**7. ADDING ITEMS TO THE AGENDA, PUBLIC COMMENTS, CONFIRMATIONS AND APPOINTMENTS**

A. ADDING LEGISLATION TO THE AGENDA (REGULAR MEETING ONLY) AND PUBLIC COMMENTS ON MOTIONS TO ADD ITEMS TO THE AGENDA

B. PUBLIC COMMENTS (IN ACCORDANCE WITH SECTION 1.11 OF THE RULES OF PROCEDURE) (ADMINISTRATIVE CONFERENCE ON ANY MATTER OF PUBLIC CONCERN REGARDLESS OF WHETHER THE ITEM IS ON THE AGENDA) (REGULAR MEETING ON MATTERS WHICH ARE ON THE AGENDA)

C. CONFIRMATION AND APPOINTMENTS: NONE

**8. CONSENT AGENDA LEGISLATION**

**A. TO INTRODUCE ROUTINE ORDINANCES AND RESOLUTIONS**

RESOLUTIONS: NONE

ORDINANCES: NONE

**B. TO ADOPT ORDINANCES AND RESOLUTIONS**

RESOLUTIONS: NONE

ORDINANCES: NONE

**9. REGULAR AGENDA LEGISLATION**

**A. RESOLUTIONS ON SECOND READING AND FINAL PASSAGE OR WHICH WILL REQUIRE ONLY ONE READING**

RES 165

Approving a restoration tax abatement renewal application for Venyu Solutions, LLC, 601 Milam Street, and to otherwise provide with respect thereto

Documents:

tax abatement - 601 milam.pdf
res 165 - venyu solutions_rta renewal application.pdf

RES 24

Authorizing the employment of legal counsel to represent the City of Shreveport, and to otherwise provide with respect thereto. amendment no. 1

Documents:

j. marshall jones resolution.pdf

RES 44

Authorizing the Mayor to execute an Off-Airport Land Lease between the City of Shreveport and the Federal Aviation Administration and to otherwise provide with respect thereto amendment no. 1

Documents:

llwas council resolution and fact sheet (003).pdf
llwas lease (revised (2-22).pdf
shv remote station 9 - white paper (1)
9598230584300926176898723058430092637180 73.pdf
doc0638732020050708145910354230584300926371 9203.pdf
proposed llwas site 9 - sfd sta1310355.pdf
6560.21a (1).pdf

RES 55

Authorizing the execution of a retainer agreement with Attorney Scott J. Chafin, relative to certain consent decree matters and to otherwise provide with respect thereto.

Documents:

chafin resolution.pdf

RES 56

Authorizing the approval of a price change and entering a contract with Hol-Mac Corporation for the purchase of eighteen (18), 25 cubic yard rear loaders packers, and otherwise providing with respect thereto.

Documents:

hol-mac resolution.pdf
hol-mac corp- exhibit a.pdf
hol-mac corp- hol-mac corporation- exhibt e.pdf
hol-mac corp-hol-mac bid-exhibit d.pdf
hol-mac corp-ifb 21-005 cy rear loader packers award memo1130- exibit c.pdf
hol-mac corp-ifb 21-005 signed dept memo-exhibit b.pdf

RES 58

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Flower Bed Maintenance - Hollywood/Monkhouse, Elvis Presley Blvd., and Kennedy/Broadway Bid RFQ #22-509 and to otherwise provide the respect thereto.

Documents:

res - reject bids - rfq 22-509 flower bed maintenance - hollywood-monkhouse - elvis presley blvd - kennedy-broadway.pdf

RES 59

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Replace Roof on Lucas Administration Building Bid RFQ #22-516 and to otherwise provide with respect thereto.

Documents:

res - reject bids - rfq 22-516 replace roof on lucas administration building.pdf

RES 60

Adopting the System Survey and Compliance Questionnaire required by the Legislative Auditor's Office of the State of Louisiana and to provide with respect thereto.

Documents:

audit questionnaire resolution.pdf
attachment 1 - audit resolution.pdf
attachment 2 - audit resolution.pdf

RES 61

To recognize April 2022 as Sexual Assault Awareness Month in the City of Shreveport, and to otherwise provide with respect thereto.(D/Boucher)

Documents:

res sexual assault awareness.pdf

**B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO MAY 10, 2022)**

RES 62

Authorizing the Mayor to execute certain documents and instruments relative to the subordination of the loan and mortgage relating to Coventry Place Limited Partnership and to otherwise provide with respect thereto

Documents:

coventry place legislation.pdf

RES 63

Declaring certain City of Shreveport, Louisiana, supplies, materials and equipment, specifically vehicles, to be surplus and to authorize the Purchasing Agent, or her designee, to sell and dispose of said surplus property by public action and to otherwise provide with respect thereto.

Documents:

purchasing - 2022 auction.pdf

RES 64

Authorizing the Mayor of the City of Shreveport to consent to the partial assignment of an undivided 25% interest by Pine Wave Energy Partners Operating, LLC of an Oil and Gas Lease to Mammoth Minerals, LLC and FPCC USA, INC., and to otherwise provide with respect thereto.

Documents:

pine wave to mammoth and fpcc oil and gas lease resolution (25).pdf
state agency lease 22042 rec no 286497115177.pdf
partial assignment of leases (exhibit b).pdf
pine wave energy assignment consent request (exhibit c).pdf

RES 65

Authorizing the Mayor of the City of Shreveport to consent to the partial assignment of an undivided 30% interest by Mammoth Minerals, LLC of two Oil and Gas Leases to FPCC USA, INC., and to otherwise provide with respect thereto.

Documents:

mammoth lease - exhibit a.pdf
mammoth lease - exhibit b.pdf
mammoth recorded memo - exhibit c.pdf
formal consent to assignment mammoth to fpcc - exhibit d.pdf
mammoth mineral oil and gas leases resolution and fact sheet (30) (final).pdf

RES 66

Authorizing the Mayor of the City of Shreveport to sign a consent of the assignment by Pine Wave Energy Partners Operating, LLC of three Oil and Gas Leases to Silver Hill Haynesville E&P, LLC, and to otherwise provide with respect thereto.

Documents:

pine wave (oil and gas lease assignments resolution and fact sheet) - final.pdf
exhibit a - pine wave.pdf
exhibit b - pine wave.pdf
exhibit c - pine wave.pdf
exhibit d - pine wave.pdf
exhibit e - pine wave.pdf
exhibit f - pine wave.pdf
exhibit g - pine wave.pdf

RES 67

Employing professionals with respect to the issuance by the City of Shreveport, State of Louisiana of not exceeding seventy million six hundred fifty thousand dollars ($70,650,000) of general obligation bonds, in one or more series, on a

taxable or tax-exempt basis; and otherwise providing with respect thereto.

Documents:

resolution hiring professionals .pdf

**C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO MAY 10, 2022)**

ORD 55

Amending the 2022 Community Development Special Revenue Fund budget and to otherwise provide with respect thereto

Documents:

special revenue fund round 2.pdf

ORD 56

Amending the 2022 Riverfront-Development Special Revenue Fund Budget and to otherwise provide with respect thereto.

Documents:

riverfront development special revenue funds budget amendment 2.pdf

ORD 57

Amending the 2022 General Fund Budget and to otherwise provide with respect thereto.

Documents:

general fund budget amendment 2022 reappropriations 2.pdf

ORD 58

Amending the 2022 budget for the general fund and otherwise providing with respect thereto.

Documents:

lsu legislation.pdf

ORD 59

Declaring certain City property to be surplus property, and to otherwise provide with respect thereto.

Documents:

spar - fgf surplus.pdf

ORD 60

Authorizing an encroachment into the City's public right-of-way located on a portion of Dean Road and Cedar Creek Dr, as more fully described herein, and to authorize the Mayor, or his designee, to execute an encroachment permit with Pine Wave Energy and to otherwise provide with respect thereto.

Documents:

pinewave energy temporary water line encroachment ordinance.pdf
eng-22-238-cedarcreek041422.pdf
eng-22-238-dean041422.pdf
eng-22-238-shreveport041422.pdf

ORD 61

To amend Chapter 102, Article II and IIIA of the City of Shreveport, Louisiana, Code of Ordinances relative to vehicle for hire license fees and taxicab fares, and to otherwise provide with respect thereto. (B/Fuller)

Documents:

ord chap 102 taxi.pdf

ORD 62

**Zoning Case No. 21-223-C**: An Ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the south side of Stoner Avenue, approximately two hundred and sixty feet east of Creswell Avenue, Shreveport, Caddo Parish, Louisiana, from R-3 Multi-Family Residential District To C-1 Neighborhood Commercial District, and to otherwise provide with respect thereto. (B/Fuller)

Documents:

city council ordinance 21-223-c..pdf
21-223-c packet..pdf

ORD 63

**Zoning Case No. 22-5-C**: An Ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the East side of Youree Drive, approximately two hundred feet south of King Place, Shreveport, Caddo Parish, Louisiana, from I-1 Light Industrial District to I-MU Industrial Mixed-Use District, and to otherwise provide with respect thereto. (D/Boucher)

Documents:

city council ordinance 22-5-c.pdf
22-5-c packet..pdf

ORD 64

**Zoning Case No. 22-16-C**: An Ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the northwest corner of Stevens Road & Flournoy Lucas Road, Shreveport, Caddo Parish, Louisiana, from R-1-7 Single-Family Residential District To R-1-7 Single-Family Residential (PUD) Planned Unit Development District and to otherwise provide with respect thereto. (E/Jackson)

Documents:

pud city council ordinance 22-16-c..pdf
22-16-c packet..pdf

## D. ORDINANCES ON SECOND READING AND FINAL PASSAGE (NUMBERS ARE ASSIGNED ORDINANCE NUMBERS)

ORD 72

To amend certain portions of Chapter 26 of the City of Shreveport Code of Ordinances relative to the architectural and engineering selection process, and otherwise providing with respect thereto. (B/Fuller) amendment no. 1 amendment no. 2 amendment no. 3

Documents:

fact sheet and ordinance 05062021.pdf

ORD 46

To amend Section 90-124 of Chapter 90 of the City of Shreveport Code of Ordinances relative to certain types of trucks being prohibited on certain streets, and to otherwise provide with respect thereto. (E/Jackson)

Documents:

williamson way.png
williamson way legislation.pdf

ORD 47

Amending the 2022 budget for the Capital Projects Fund and otherwise providing with respect thereto. (B/Fuller)

Documents:

district b tulane avenue capital projects.pdf

ORD 48

Amending the 2022 budget for the Streets Special Revenue Fund and otherwise providing with respect thereto. (B/Fuller)

Documents:

district b tulane avenue ssrf.pdf

ORD 49

Amending the City of Shreveport, Louisiana, 2022 Streets Special Revenue Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.

Documents:

ord. budget amendment ssrf 2022 pines road.pdf

ORD 50

Amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.

Documents:

2022 new capital project pines road.pdf

ORD 51

Levying and authorizing the collection of a tax of 11.3180 mills per dollar on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022, for the purpose of paying principal and interest on the outstanding general obligation bonds of the City of Shreveport, and to otherwise provide with respect thereto.

Documents:

debt service ad valorem 22.pdf

ORD 52

Levying and authorizing the collection of various taxes totaling 17.770 mills per dollar on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022, in the amounts and for the purposes described herein, and to otherwise provide with respect thereto.

Documents:

special ad valorem taxes 22.pdf

ORD 53

Levying and authorizing the collection of a tax of 9.040 mills per dollar on all property subject to ad valorem taxation within the bounds of the Downtown Development District, of the City of Shreveport, Louisiana, as defined by LA. R. S. 33:2740.38, for the year 2022, in the amounts and for the purposes described herein, and to otherwise provide with respect thereto.

Documents:

dda ad valorem tax 22.pdf

ORD 54

To amend Chapter 46 (Medical Services) Section 102 - Application Procedure (5) Vehicle Compliance of the Shreveport, Louisiana Code of Ordinances, and to otherwise provide with respect thereto.

Documents:

ambulance ordinance legislation.pdf

## 10. TABLED LEGISLATION

### *A. ORDINANCES/RESOLUTIONS:*

RES 124

To establish an Intergovernmental committee, and to otherwise provide with respect thereto. (D/Boucher) (Tabled on November 9, 2021)

RES 166

A resolution in support of and establishing a Tax Increment Financing (TIF) District, a proposed public improvement district, wholly within the city limits of the City of Shreveport, and otherwise providing with respect thereto. (F/Green) (Tabled on January 11, 2022)

Documents:

tif district (district f).pdf
exhibit a - cedargrovepublicimprovementdistrict.pdf
exhibit b - district f tif.pdf

ORD 85

To amend certain portions of chapter 22 of the City of Shreveport Code of Ordinances relative to demolition delay in the Downtown Development District and otherwise providing with respect thereto (B/Fuller) (Tabled June 22, 2021)

Documents:

ddd demolition fact sheet and ordinance.pdf

ORD 149

Amending Section 10-69 of Chapter 10, Article IV, Division 2 of the City of Shreveport, Louisiana, Code of Ordinances with respect to the Fee and Term for alcoholic beverage handling employee cards, and to otherwise provide with respect thereto. (Tabled on December 14, 2021)

Documents:

abo 1.pdf

11. **APPEALS**

A. PROPERTY STANDARDS APPEALS: NONE

B. ALCOHOLIC BEVERAGE ORDINANCE APPEALS: NONE

C. METROPOLITAN PLANNING COMMISSION AND ZBA APPEALS: NONE

D. OTHER APPEALS

SOB APPEALS: NONE

TAXI APPEALS: NONE

12. **REPORTS FROM OFFICERS, BOARDS, AND COMMITTEES**

13. **CLERK'S REPORT**

**The following letter of appointment was received from the Mayor's office on April 21, 2022, and is subject for confirmation on May 10, 2022.**

**Fire Chief - Clarence Reese, Jr.**

14. **ADDITIONAL COMMUNICATIONS**

**A. Additional Communications from the Mayor**

**B. Additional Communications from Council Members**

15. **EXECUTIVE SESSION: APRIL 26, 2022**

**MSH Investment Properties, LLC v. COS**

**#626,168-B**

**1st Judicial District Court**

**Awad Hasan v. COS**

**626,167-A**

**1st Judicial District Court**

**No. 54,431-CA**

**Louisiana Second Circuit Court of Appeal**

**BHP Billiton Petroleum Properties (N.A.), L.P., et al.**

**Adversary Case No. 21-01005 and Adversary Case No. 21-01007**

**U.S. District Court; Western District of La; Shreveport Division**

**Gladstone Area Partnership, Inc. and Swan Apartments, LLC and Ashley M. Atkins v. City of Shreveport, Lakeshore Liquore, Beer & Wine 2, LLC, and Chris Casten**

**First Judicial District Court**

**#605,639**

**Louisiana Second Circuit Court of Appeal**

**#54,349-CA**

16. **ADJOURNMENT**

**James Green, Chairman**

**Danielle A. Farr-Ewing, Clerk of Council**

**FACT SHEET**
**District B**

| TITLE | DATE | ORIGINATING DEPARTMENT |
|---|---|---|
| RESOLUTION APPROVING A RESTORATION TAX ABATEMENT RENEWAL APPLICATION FOR VENYU SOLUTIONS, LLC, 601 MILAM STREET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO | December 6, 2021 | DEPARTMENT OF COMMUNITY DEVELOPMENT<br>REVIEWING AGENCY<br>DEPARTMENT. OF COMMUNITY DEVELOPMENT |

**PURPOSE**

To approve a 5 year tax abatement on the ad valorem tax increase resulting from the restoration of the building.

**BACKGROUND INFORMATION**

A 1983 State Constitutional Amendment provided for the Restoration Tax Abatement Program as an incentive for restoration in historic preservation, economic development, and downtown development districts. The **VENYU SOLUTIONS, LLC** building located at 601 Milam Street was built in 1956 and is in the Shreveport Downtown Development Authority District and Central City Economic Development District.

This tax abatement will need to be approved by the State Board of Commerce and Industry after the resolution is approved by the City Council (including public hearing).

The applicant, **VENYU SOLUTIONS, LLC** fully renovated a former vacant 80,000 square feet building (Selber Bros. Building) and rebuilt original storefront display windows that have been infilled with masonry; installed imagery approved by Louisiana State Historic Preservation Office; replaced curtain wall glazing on front façade to match original design; rebuilt falling south parapet wall; cleaned and repaired all brick and stone, resealed and repointed where needed; cleaned, repaired and resealed all remaining original windows; repaired roofing where required; installed new mechanical and electrical equipment in the Equipment Yard; and installed new mechanical and equipment above the Loading Dock.

The total final cost of the project was $16,849,700.00. The total City of Shreveport ad valorem taxes abated in the renewal will be $67,199.97 per year for five years. The total Parish-School Board taxes abated in the renewal s $337,263.59 per year for five years. The total DDA ad valorem taxes abated in the renewal $22,848.19 per year for five years.

**TIMETABLE**

The abatement renewal will become effective after introduction to the City Council on December 14, 2021, and approval (after public hearing) on January 11, 2022, and State Department of Commerce and Industry approval.

**SPECIAL PROCEDURAL REQUIREMENTS**

Notice of the time and place of the public hearing is published at least twice in the official Journal of the City. The first publication must appear at least ten days before the date of the hearing.

**FINANCES**

| | | |
|---|---|---|
| COST AND REVENUE PROJECTIONS | COST of total project was $16,849,700.00*<br>COST of this resolution $67,199.97 /year* | SOURCE OF FUNDS<br>CITY ____ %<br>$ N/A ____ % |
| | RELATED annual operating Costs $ -0- | $ ____ % |
| | INCREASED REVENUE EXPECTED/YEAR<br>$67,199.97 / year after the year 2027 | NON-CITY<br>$ N/A ____ %<br>$ ____ % |

**DISCUSSION**

Alternatives:

1. Approve the application.
2. Disapprove the application.

**CONCLUSION**

Alternative number 1 is recommended. The application conforms to the established guidelines for participation in the program.

FACT SHEET PREPARED BY: Frederick Lewis
Department of Community Development

**RESOLUTION NO._____ of 2021**

**RESOLUTION APPROVING A RESTORATION TAX ABATEMENT RENEWAL APPLICATION FOR VENYU SOLUTIONS, LLC, 601 MILAM STREET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

BY:

**WHEREAS**, the Restoration Tax Abatement has been created by the Electors of the State of Louisiana as an Act 445 of 1983, and amended in Act 783 of 1984, Article VII, Part II, Section 21(H) of the Louisiana Constitution and Louisiana R.S. 47:4311-4319, to authorize the Board of Commerce and Industry, with the approval of the Governor and the local governing authority and in accordance with procedures and conditions provided by law, to enter into a contract granting property owners who propose the expansion, restoration, improvement or development of an existing structure or structures in a downtown development district, historic district, or economic development district, established in accordance with law, the right to pay ad valorem taxes based upon the assessed valuation of the property prior to the commencement of the expansion, restoration, improvement or development; and

**WHEREAS**, the City of Shreveport desires to promote economic activity, create and retain job opportunities, and improve the tax base throughout the City for the benefit of all citizens; and

**WHEREAS**, it is the desire of the City Council to foster the continued growth and development (and redevelopment) of the City to the continued prosperity and welfare of the City; and

**WHEREAS**, this project is located in the Downtown Development District and the Center City Economic Development District; and

**WHEREAS**, this project is a commercial property;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular, and legal session convened that the City Council hereby approves the **VENYU SOLUTIONS, LLC** renewal application **20151818** for participation in the Louisiana Restoration Tax Abatement Program.

**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED** that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

# Restoration Tax Abatement Program Renewal Application - (Const 7 21)

**Project ID:** 20151818-RTA

**Date Received:** 7/29/2021

## PROJECT INFORMATION

| | |
|---|---|
| **Company:** | Venyu Solutions, LLC |
| **Project Name:** | Venyu - Selber Bros. Building Renovation |
| **Project Location:** | 601 Milam Street , Shreveport, LA, 71101 |
| **Parish:** | Caddo |
| **City Limits?:** | -- |

## CONFIRMATION OF AFFIDAVIT OF FINAL COST

| | |
|---|---|
| **Residential:** | ○ Yes ○ No |
| **Owner-Occupied:** | ○ Yes ○ No |
| **Rented or Leased:** | ○ Yes ○ No |
| **Legal Description of Property:** | No |

### ACTUAL INVESTMENTS

| | |
|---|---|
| **Total Investment Costs:** | $16,849,700.00 |

### ACTUAL JOBS

| | |
|---|---|
| **Existing:** | |
| **Construction:** | |
| **New:** | |
| **Total Actual Jobs:** | 0 |

### ACTUAL PAYROLL

| | |
|---|---|
| **Existing:** | $0 |
| **Construction:** | $0 |
| **New:** | $0 |
| **Total Actual Payroll:** | $0.00 |

**Actual Gross Square Footage After**

**Project:**

## PROJECT DESCRIPTION

**Did the actual results differ from the original Project Description on the application?** ○ Yes ◉ No

**If yes, explain the difference:**

No

## FEES

**Assessed Fee:** $250.00
**Amount Due:** $0.00

## ATTACHMENTS

| Document Type | Document Name | Date |
|---|---|---|
| Signed Disclosure Authorization | RTA Disclosure_Authorization-2 (signed).pdf | 7/29/2021 |

## PAYMENTS

| Fee Type | Amount Paid | Date Received | Confirmation # | Transaction Type |
|---|---|---|---|---|
| RNW | $250.00 | 7/29/2021 | ODDK5T86BY | master_credit |

## PROJECT CONTACTS

| Contact First Name | Contact Last Name | Email Address | Company Name | Mailing Address | Phone Number | Contact Type |
|---|---|---|---|---|---|---|
| Dare | Powers | rboatner@didierconsultants.com | Didier Consultants | 1575 Church St Bldg 3, Zachary, LA, 70791 | (225) 658-6065 | Consultant |
| Lorraine | Kirk | lorraine.kirk@revbroadband.com | REV Broadband | 913 S. Burnside Avenue , Gonzales, LA, 70737 | (225) 202-7286 | Business |
| Peter | Louviere | peter.louviere@revbroadband.com | REV Broadband | 913 S. Burnside Avenue , Gonzales, LA, 70737 | (985) 693-0265 | Business Signatory |
| Lauren | Agosta | lagosta@didierconsultants.com | Didier Consultants, Inc. | 1575 Church Street , Zachary, LA, 70791 | (225) 658-6065 | Consultant |

## CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: CFO

First Name: Peter

Last Name: Louviere

Email Address: peter.louviere@revbroadband.com

## CERTIFICATION STATEMENT

☑ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

## FORM SIGNATURE

**I, Peter Louviere , approve the above information.**



Resolution No. _____ of 2022

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**

Authorizing the employment of legal counsel to represent the City of Shreveport, and to otherwise provide with respect thereto.

**DATE**

February 16, 2022

**ORIGINATING DEPARTMENT**

Office of the City Attorney

**COUNCIL DISTRICT**

**SPONSOR**

**PURPOSE**

To authorize the Mayor to execute a retainer agreement with J. Marshall Jones, Jr., Attorney at Law, with J. Marshall Jones Law Corporation, to provide legal advice, counsel, and representation to the City of Shreveport ("City") on a contingency basis, on matters involving water and sewer related to initiating an action of recovery under the 2007-2017 contract with Pratt Paper (LA), LLC ("Pratt"), and other matters concerning litigation.

**BACKGROUND INFORMATION**

The City desires to retain the services of J. Marshall Jones, Jr., to provide legal advice, counsel, and representation to the City on matters related to water and sewer throughout this agreement.

The law firm will be compensated 25% of the gross proceeds of recovery by settlement or judgment solely for claims arising from Water & Sewerage sums due the City under the 2007-2017 City-Pratt contract for the water and sewer undercharges to Pratt.

**TIMETABLE**

Introduction: February 22, 2022
Final Passage: March 8, 2022

**ATTACHMENT(S)**

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

(1) Adopt the resolution as submitted, or (2) Amend the resolution, or (3) Reject the resolution.

**RECOMMENDATION**

It is recommended that the Council adopt the resolution.

**FACT SHEET PREPARED BY:** Manushka Gracia-Desgage,
Assistant City Attorney

**RESOLUTION NO. _____ OF 2022**

**AUTHORIZING THE EMPLOYMENT OF LEGAL COUNSEL TO REPRESENT THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS,** the City of Shreveport ("City") is involved in matters related to water and sewerage; and

**WHEREAS,** the City desires to retain J. Marshall Jones, Jr., Attorney at Law, to provide legal advice, counsel and representation in connection with matters related to water and sewerage involving sums due to the city under the 2007-2017 City-Pratt contract, and other matters concerning litigation; and

**WHEREAS**, the Office of the City Attorney recommends that the law firm be retained for this purpose, pursuant to Section 8.03 of the City Charter.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a retainer agreement with J. Marshall Jones, Jr., Attorney at Law, to provide legal representation, counsel, and advice to the City of Shreveport in connection with water and sewer matters.

**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application of this resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared to be severable.

**BE IT FURTHER RESOLVED** that all resolutions or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

# FACT SHEET

| TITLE | DATE | ORIGINATING DEPARTMENT |
|---|---|---|
| **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OFF-AIRPORT LAND LEASE BETWEEN THE CITY OF SHREVEPORT AND THE FEDERAL AVIATION ADMINISTRATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO** | February 20, 2022 | Airport/Fire Department<br>**COUNCIL DISTRICT**<br>G<br>**SPONSOR** |

**PURPOSE**

To authorize the execution of an Off-Airport Land Lease between the City of Shreveport ("Lessor") and the Federal Aviation Administration ("FAA") ("Lessee") for the development, construction, operation, and maintenance of a Low-Level Wind-shear Alert System (LLWAS) on a 20 x 20 ft. section of City owned land on Fire Station #13 near Shreveport Regional Airport (SHV).

**BACKGROUND INFORMATION**

The United States Government, acting by and through Federal Aviation Administration ("FAA"), has notified the Shreveport Airport Authority ("SAA") that with the recent extension of Runway #6 at SHV, there is a need to install an additional LLWAS tower to provide full LLWAS coverage to the expanded runway. This in accordance with FAA Sitting Order #6560.21A, relating to the guidelines for the required placement of LLWAS towers on airfields An LLWAS tower monitors wind shear and other weather patterns and assist pilots and aircraft on approach and landing onto an airfield. The FAA has identified an off-airport site, on city property on the grounds of Fire Station #13 near SHV that is suitable for the installation of this tower. The installation of this device on Fire Station #13, in the landing range for aircraft of Runway #6 at SHV, is necessary for the safety and protection of aircraft and passengers arriving at our regional airport.

The FAA requests to lease an approximately 20 x 20 foot section of land on the grounds of Fire Station #13 for the construction of this tower. The FAA will run separately metered electricity to the tower, and will pour concrete to set the pole and equipment as part of the construction. The area surrounding the tower will be completely fenced in for safety purposes. The FAA will not pay rent for this lease; however, the FAA will be responsible for the installation, operation and maintenance required of the LLWAS tower and appurtenant equipment. The term of this Off-Airport Land Lease will extend to September 30, 2037. The Shreveport Fire Department has confirmed with SAA administrative staff and the City Attorney's Office that the section of land on the grounds of Fire Station #13 is available for construction of the tower.

Pursuant to Louisiana state law, this Off-Airport Land Lease must be approved by the City Council prior to execution.

Louisiana La. R.S. 52:2 provides that:

"The state or any state agency *or subdivision may donate or convey to the United States any lands,* movable or immovable property, rights of way, or servitudes which they may own or acquire for use by the United States in connection with

(1) The improvement and maintenance of the navigation of natural waterways;

(2) The construction, improvement, and maintenance of artificial navigable waterways, river and harbor works;

(3) Flood control works;

*(4) Airports, flying fields, landing fields,* parks, forest preserves, canals, irrigation districts, hospitals, agricultural experiment and research stations, military posts and for any military purposes.

In the case of property owned by Louisiana or any state board, commission, department or agency, the transfer or conveyance shall be performed jointly by the governor and the register of the state land office, with the consent and approval of the lieutenant governor or the attorney general. *The commission council or other governing body of a municipality shall transfer or convey property owned by a municipality…*"

**TIMETABLE**

Introduction: March 22, 2022
Final Passage: April 12, 2022

**ATTACHMENTS**

| | |
|---|---|
| Exhibit "A" | Off-Airport Land Lease |
| Exhibit "B" | FAA LLWAS White Paper Relocation/Sustainment Meteorological Site Survey |
| Exhibit "C" | Google Map Image with Drawing of Proposed Site – Photo #1 |
| Exhibit "D" | Google Map Image with Drawing of Proposed Site – Photo #2 |
| Exhibit "E" | FAA Siting Order #6560.21A |

**SPECIAL PROCEDURAL REQUIREMENTS**

NA

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

(1) Adopt the resolution as submitted, or (2) Amend the resolution, or (3) Reject the resolution.

**RECOMMENDATION**

It is recommended that the City Council adopt the resolution.

**FACT SHEET PREPARED BY:** David H. Kaplovitz,
Assistant City Attorney

**RESOLUTION NO._____ OF 2022**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OFF-AIRPORT LAND LEASE BETWEEN THE CITY OF SHREVEPORT AND THE FEDERAL AVIATION ADMINISTRATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**WHEREAS**, The United States Government, acting by and through Federal Aviation Administration ("FAA"), has notified the Shreveport Airport Authority ("SAA") that with the recent extension of Runway #6 at SHV, there is a need to install an additional Low Level Wind-shear Alert System (LLWAS) tower to provide full LLWAS coverage to the expanded runway in accordance with FAA Sitting Order #6560.21A, relating to the guidelines for the required placement of LLWAS towers on airfields; and

**WHEREAS**, an LLWAS tower monitors wind shear and other weather patterns and assist pilots and aircraft on approach and safely landing onto an airfield; and

**WHEREAS**, the FAA has identified an off-airport site, on city property on the grounds of Fire Station #13 near SHV that is suitable for the installation of this tower; and

**WHEREAS**, the installation of this device on Fire Station #13, in the landing range for aircraft of Runway #6 at SHV, is necessary for the safety and protection of aircraft and passengers arriving at our regional airport; and

**WHEREAS,** the FAA requests to lease an approximately 20 x 20 foot section of land on the grounds of Fire Station #13 for the construction of this tower; and

**WHEREAS**, the FAA will pay no monetary consideration in the form of rental for this lease; however, the FAA will be responsible for the installation, operation and maintenance required of the LLWAS tower and appurtenant equipment during the course of the lease term; and

**WHEREAS**, the term of this Off-Airport Land Lease will extend to September 30, 2037; and

**WHEREAS,** the Shreveport Fire Department has confirmed with SAA Administrative Staff and the City Attorney's Office that the section of land on the grounds of Fire Station #13 is available for construction of the LLWAS tower; and

**WHEREAS,** pursuant to Louisiana La. R.S. 52:2:

""The state or any state agency *or subdivision may donate or convey to the United States any lands*, movable or immovable property, rights of way, or servitudes which they may own or acquire for use by the United States in connection with

(1) The improvement and maintenance of the navigation of natural waterways;

(2) The construction, improvement, and maintenance of artificial navigable waterways, river and harbor works;

(3) Flood control works;

*(4) Airports, flying fields, landing fields,* parks, forest preserves, canals, irrigation districts, hospitals, agricultural experiment and research stations, military posts and for any military purposes.

In the case of property owned by Louisiana or any state board, commission, department or agency, the transfer or conveyance shall be performed jointly by the governor and the register of the state land office, with the consent and approval of the lieutenant governor or the attorney general. *The commission council or other governing body of a municipality shall transfer or convey property owned by a*

*municipality.* In the case of a parish, the parish governing authority shall transfer or convey the property, and in the case of any other subdivision of the state the governing body shall transfer the property. (*Italicization* of phrasing for emphasis); and

**WHEREAS**, under the requirements of this statute, the Shreveport City Council, as the governing body of the municipality, must authorize the transfer or conveyance of property owned by the municipality to the FAA,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that Adrian D. Perkins, Mayor is hereby authorized to execute an Off-Airport Land Lease substantially in the form attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized, empowered, and directed to take any and all such action as may be necessary to carry into effect the provisions of this Resolution.

**BE IT FURTHER RESOLVED** that if any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Resolution which validates or makes legal any provision of this Resolution which would not otherwise be valid or legal, shall be deemed to apply to this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**BE IT FURTHER RESOLVED** that all resolutions, ordinances or parts thereof in conflict herewith are hereby repealed.

THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

**OFF AIRPORT LAND LEASE**

**Between**

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF SHREVEPORT, LOUISIANA**

**Lease No. 697DCM-20-L-00133**
**(SHV) LLWAS No. 9**
**Shreveport, Louisiana**

## SECTION 6.1: OPENING

### 6.1.1 Lease Preamble (09/2020)

This Lease is hereby entered into by and between City of Shreveport, Louisiana, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the "Government". The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor and Contract and Lease are interchangeable with each other.

### 6.1.3 Lease Witnesseth (09/2020)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

### 6.1.4-3 Off Airport Leased Premises (09/2020)

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

**LOW LEVEL WINDSHEAR ALERT SYSTEM (LLWAS) FACILITY SITE**

A tract of land consisting of a portion of Lot 2, Cottonwood Subdivision Unit 2, as recorded in Book 3500, Page 236, Conveyence Records of Caddo Parish, Louisiana, being located in Section 25, Township 17 North, Range 15 West, and being more particularly described as follows:

Commence at a found ½" iron rod at the Southeast corner of said Lot 2, Cottonwood Subdivision Unit 2, as as recorded in Book 3500, Page 236, Conveyence Records of Caddo Parish, Louisiana; Thence North 88º53′35″ West a distance of 80.87 feet along the South line of said Lot 2; Thence North 01º06′25″ East a distance of 18.93 feet to a set ½" iron pipe being the Point of Beginning of the tract herein described; Thence North 88º53′35″ West a distance of 40.00 feet to a set ½" iron pipe; Thence North 01º06′25″ East a distance of 25.00 feet to a set ½" iron pipe at the edge of an existing concrete driveway; Thence South 88º53′35″ East a distance of 40.00 feet along the edge of said concrete driveway to a set ½" iron pipe; Thence South 01º06″25″ West a distance of 25.00 feet to the Point of Beginning of the tract being herein described, and containing 0.023 acres, more or less.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. And the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

**SECTION 6.2: TERMS**

**6.2.5 Term (09/2020)**

To have and to hold, for the term commencing on February 1, 2022 and continuing through September 30, 2037 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

**6.2.6-1 Consideration (No Cost) (09/2020)**

The Government shall pay the Lessor no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

**6.2.7 Termination (09/2020)**

The Government may terminate this real estate contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date.

**6.2.14 Holdover (09/2020)**

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

**6.2.16 Lessor's Successors (09/2020)**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

## SECTION 6.3: GENERAL CLAUSES

### 3.2.5-1 Officials Not To Benefit (09/2020)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

### 3.3.1-15A1 RE Assignment of Claims (09/2020)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.

### 6.3.18-1 Restoration (09/2021)

A. The Government shall surrender possession of the premises upon vacation of the premises. The Government at its option shall either:
i. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this contract or any preceding contract (ordinary wear and tear, damage by natural elements or by circumstances over which the Government has no control, excepted) or,
ii. The Government may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the contractor, so long as it is determined by the RECO to be in the best interests of the Government or,
B. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.
C. Nothing in this contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

### 6.3.25 Quiet Enjoyment (09/2020)

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government’s use and enjoyment of said premises against third party claims.

### 6.3.30 Hold Harmless (09/2021)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

### 6.3.33 Covenant Against Contingent Fees (09/2020)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.

For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

**6.3.34 RE Anti-Kickback (09/2020)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

**6.3.35 Examination of Records (09/2020)**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

**6.3.36 Subordination, Nondisturbance and Attornment (09/2020)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees,

with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**6.3.37 Notification of Change in Ownership or Control of Land (09/2020)**

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

**6.3.39 Integrated Agreement (09/2020)**

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

**6.3.45 RE Lease Contract Disputes (09/2020)**

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**6.3.47 Clearing/Disposing of Debris (09/2020)**

A. The Government shall notify the Lessor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Lessor grants the Government the right and privilege to enter upon the Lessor's land in order to cut, trim, tip, shape and maintain to the maximum, height of 5'4" above ground level, any trees situated within the LLWAS and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's LLWAS facility will be subject to the Government's granted privilege. Coordination with the Lessor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by its contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

**SECTION 6.4: FINANCIAL CLAUSES**

**6.4.1 System for Award Management - Real Property (SAM Waiver) (09/2020)**

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

**6.4.2 Payment by Electronic Funds Transfer (09/2020)**

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

**SECTION 6.9: SECURITY CLAUSES**

**6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

(a) Definitions. As used in this clause--

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably
believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that

will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**6.9.5-1 Covered Telecommunications Equipment or Services - Representations (01/2021)**

(a) *Definitions*. As used in this clause, "covered telecommunications equipment or services" has the meaning per the Clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

(b) *Procedures*. The Lessor must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

**(c) *Representations*.**

**(1) The Lessor represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.**

**(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.**

**6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

**NOTE**: The Lessor must not complete the representation at paragraph (d)(1) in this clause if the Lessor has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in Clause 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(1). Additionally, the Lessor must not complete the representation at paragraph (d)(2) in this clause if the Lessor has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in Clause 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(2).

(a) Definitions. As used in this clause--
*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.
Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring

or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The Lessor must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

**(d) Representations.**

**(1) The Lessor represents that it _____ will, _____ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this lease/agreement.**

**(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it _____does, _____does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Lessor must provide the additional disclosure information required at paragraph (e) if the Lessor indicates "does".**

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this clause-
If the Lessor has responded "will" in the representation in paragraph (d) (1) of this clause, the Lessor must provide the following information as part of the lease—
(1) For covered equipment
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this clause;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this clause. Disclosure for representation in paragraph (d) (2) of this clause. If the Lessor has responded "does" to paragraph (d)(2) of this clause, the Lessor must provide the following information as part of the lease/agreement—

(3) For covered equipment
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this clause.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this clause.

**SECTION 6.10: CLOSING**
**6.10.1 Notices (09/2020)**

All notices/correspondence must be in writing, reference to the Lease number, and be addressed as follows:

TO THE LESSOR:
City of Shreveport, Louisiana
5103 Hollywood Avenue, Suite 300
Shreveport, LA 71109

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

**6.10.3 Signature Block (09/2020)**

This Lease shall become effective when it is fully executed by all parties.

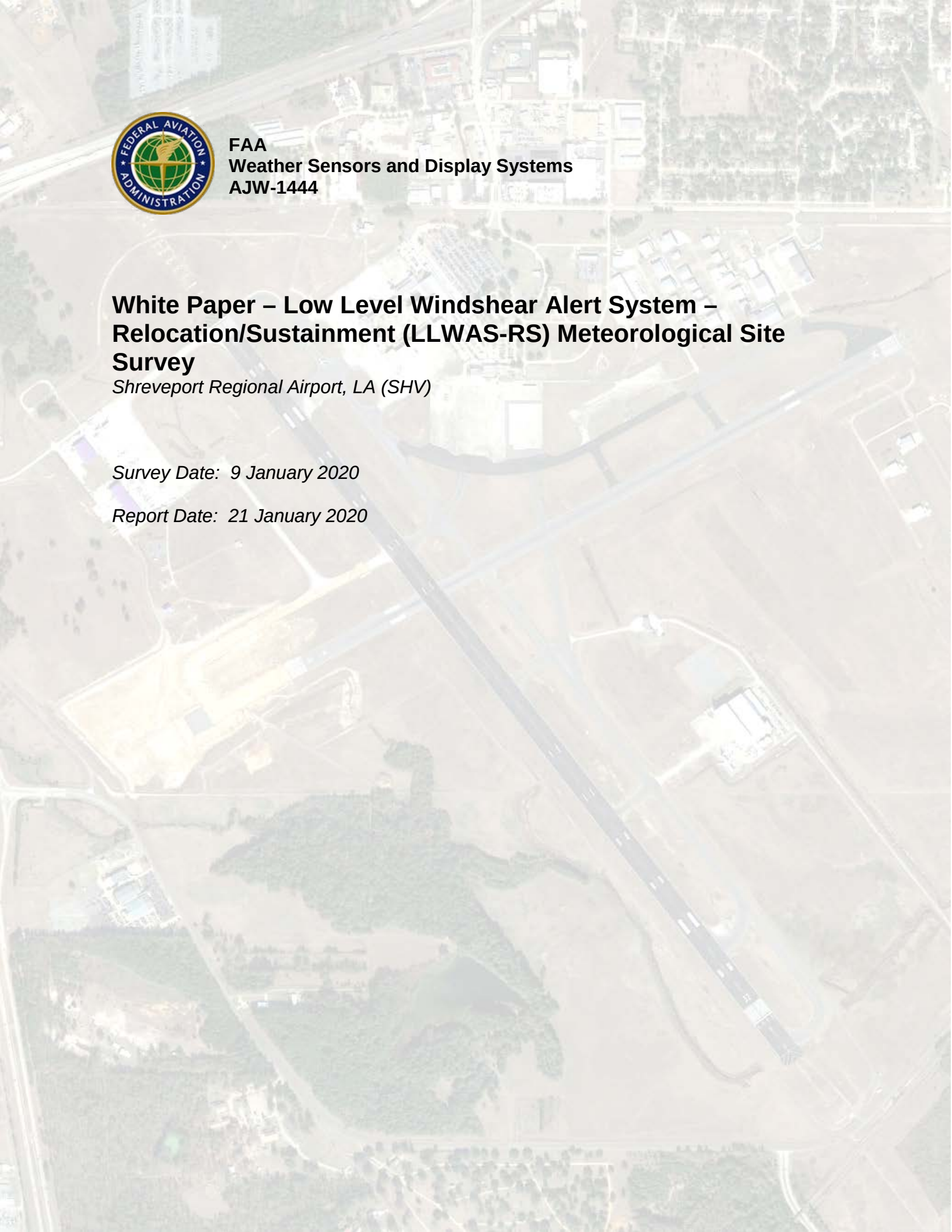
In witness whereof, the parties hereto have signed their names.

| | |
|---|---|
| CITY OF SHREVEPORT, LOUISIANA | UNITED STATES OF AMERICA<br>DEPARTMENT OF TRANSPORTATION<br>FEDERAL AVIATION ADMINISTRATION |
| _____ | _____ |
| Print Name:_____ | Melinda J. Taber |
| Title:_____ | Real Estate Contracting Officer |
| Date_____ | Date:_____ |

**PUBLIC AUTHORIZATION CERTIFICATE**

On this _____ day of _____, 2022, I _____ certify that I am the _____ of the **City of Shreveport, Louisiana** named in the attached agreement; that _____ who signed said agreement on behalf of the **City of Shreveport, Louisiana** is _____ of said **City of Shreveport, Louisiana**; that said agreement was duly signed for and on behalf of **City of Shreveport, Louisiana** by authority of its governing body, and is within the scope of its powers.

Signed _____



**FAA**
**Weather Sensors and Display Systems**
**AJW-1444**

# White Paper – Low Level Windshear Alert System – Relocation/Sustainment (LLWAS-RS) Meteorological Site Survey

*Shreveport Regional Airport, LA (SHV)*

*Survey Date: 9 January 2020*

*Report Date: 21 January 2020*

## Background

There are currently plans for an 850ft extension to Runway 06 at SHV. With the proposed extension, the runway will not be properly protected by the Low Level Windshear Alert System (LLWAS) in accordance with the Siting Order (FAA Order 6560.21A). The LLWAS Siting Order states that the protection must be provided out to a point 2,500 feet beyond the runway threshold. With an 850 foot extension, protection will only be provided out to 2,300 feet. Based on this information, one additional sensor will be required with the runway extension. The purpose of this report is to document potential sites for the additional remote station.

## Analysis

A formal site survey was conducted at SHV on 9 January 2020 with representatives from AJW-1444 and Central Service Area (CSA) NAS Planning & Integration. A thorough search was performed to identify potential sites that would meet the siting requirements set forth in FAA Order 6560.21A. These potential sites were surveyed and documented and make up the remainder of this report.

## Conclusions/Recommendations

In order for SHV LLWAS-RS to comply with FAA Order 6560.21A, an additional remote station should be located at either the preferred site, alternate site, or within the site search area described in this report.

If a site cannot be acquired at either of the preferred or alternate sites, it is imperative that the LLWAS Siting Meteorologist be contacted at (405) 954-0974. In the case of this system, slight deviations from location recommendations could severely impact the operations of the SHV LLWAS-RS. Constructing the new pole at a different location without first coordinating with the LLWAS Siting Meteorologist could result in the construction of a useless site. Such construction would be both costly and time consuming.

**SHV Remote Station Site Search Area #9 (Preferred Site)**

| Latitude: 32° 26’ 28.84” N | | Longitude: 93° 51’ 15.86” W |
|---|---|---|
| ☒ GPS Accuracy: ± 5 m | ☐ Estimated Method: | ☐ Other |
| Physical Description: City of Shreveport Fire Station #13. South side of property. | | |




| | |
|---|---|
| **PROTECTED RUNWAY:** | 06-24 |
| **BOUNDARIES:** | See map above for preferred site |
| **PROPERTIES:** | City of Shreveport<br>Contact: Stacy Kuba, Shreveport Airport Authority<br>(318) 673-5370 |
| **POWER:** | Underground. Transformer at fire station |
| **ACCESSIBILITY:** | Public roads and fire station parking lot |
| **OBSERVED SOIL STRUCTURE:** | Appears stable and well drained |
| **TERRAIN FEATURES:** | Flat |

**SHV Remote Station Site Search Area #9 (Preferred Site) – Cont'd**

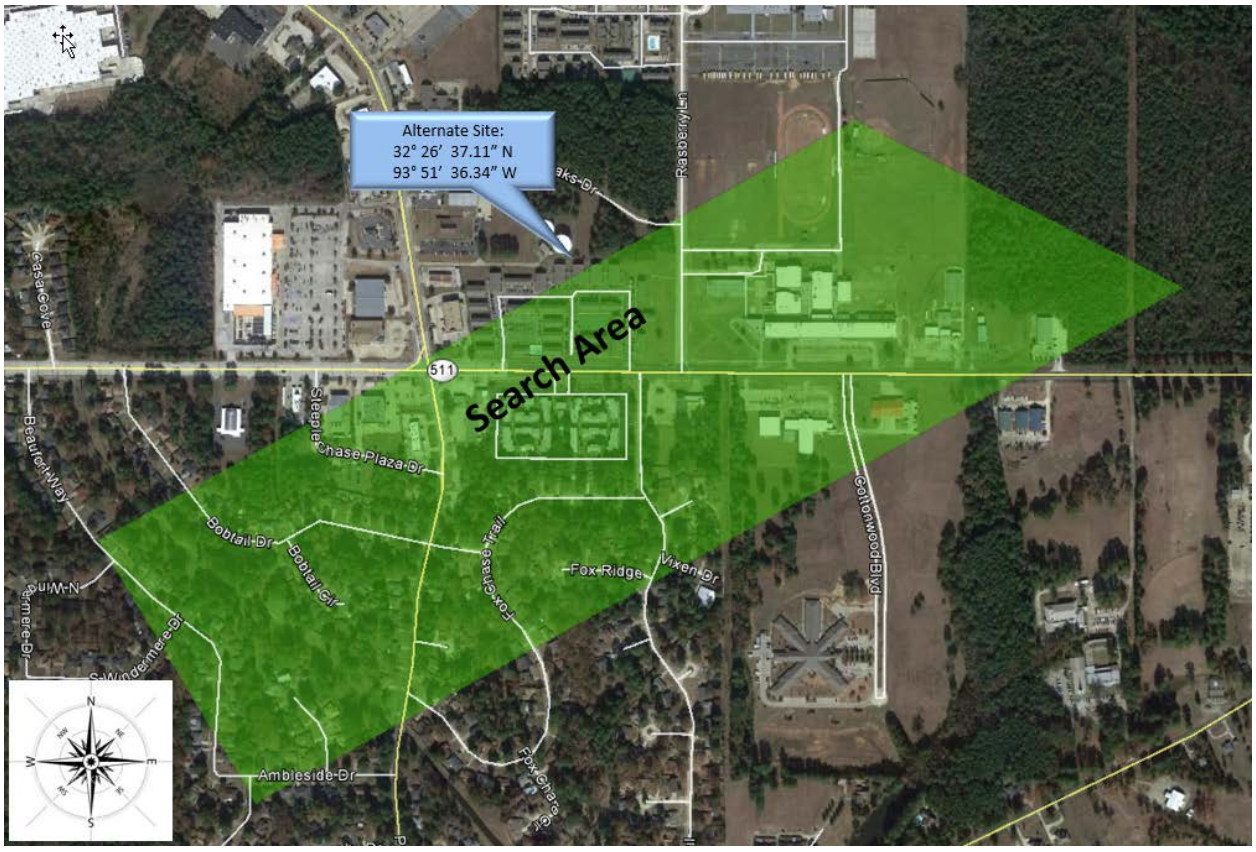
| **Preferred Site** |
| --- |
|  |
| **Recommended Pole Height** |
| Comments: 130 feet. |

**SHV Remote Station Site Search Area #9 (Preferred Site) – Cont'd**

| **OBSTRUCTIONS:** | | |
|---|---|---|
| View North |  | **Trees:**<br>Height: 75-85 feet, Distance: 300 feet.<br>**Fire Station:**<br>Height: 25 feet, Distance: 100 feet. |
| View East |  | **Trees:**<br>Height: 75-85 feet, Distance: 300 feet. |
| View South |  | **Trees:**<br>Height: 75-85 feet, Distance: 500 feet. |
| View West |  | **Trees:**<br>Height: 70-80 feet, Distance: 700 feet.<br>**Church Building:**<br>Height: 25 feet, Distance: 400 feet. |
| **REMARKS:** None | | |

**SHV Remote Station Site Search Area #9 (Alternate Site)**

| Latitude: 32° 26’ 37.11” N | | Longitude: 93° 51’ 36.34” W |
|---|---|---|
| ☒ GPS Accuracy: ± 5 m | ☐ Estimated Method: | ☐ Other |
| Physical Description: City of Shreveport, Department of Water Utilities | | |




| | |
|---|---|
| **PROTECTED RUNWAY:** | 06-24 |
| **BOUNDARIES:** | See map above for alternate site and search area |
| **PROPERTIES:** | City of Shreveport |
| **POWER:** | Overhead with transformer nearby |
| **ACCESSIBILITY:** | Public roads |
| **OBSERVED SOIL STRUCTURE:** | Appears stable and well drained. |
| **TERRAIN FEATURES:** | Flat |

**SHV Remote Station Site Search Area #9 (Alternate Site) – Cont'd**

| **Alternate Site** |
| --- |
|  |
| **Recommended Pole Height** |
| Comments: 130 feet. |

**SHV Remote Station Site Search Area #9 (Alternate Site) – Cont'd**

| OBSTRUCTIONS: | | |
|---|---|---|
| View North |  | **Water Tanks:**<br>Height: 42 feet, Distance: 80 feet.<br>**Trees:**<br>Height: 70-75 feet, Distance: 225 feet. |
| View East |  | **Apartment Buildings:**<br>Height: 30 feet, Distance: 45 feet.<br>**Trees:**<br>Height: 75-85 feet, Distance: 250 feet. |
| View South |  | **Apartment Buildings:**<br>Height: 30 feet, Distance: 45 feet. |
| View West |  | **Trees:**<br>Height: 60-65 feet, Distance: 150 feet. |
| **REMARKS:** None | | |


Concrete pad
Fence
Power easement (buried)
25'
40'
Google


Concrete pad
Power easement (buried)
50'
30'

**ORDER**

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

6560.21A

12/4/89

SUBJ: SITING GUIDELINES FOR LOW LEVEL WINDSHEAR ALERT SYSTEM (LLWAS) REMOTE FACILITIES

1. PURPOSE. This order transmits siting guidelines for locating sites and determining pole heights for Low Level Windshear Alert System (LLWAS) remote anemometer stations (appendixes 1-3).

2. DISTRIBUTION. This order is distributed to branch level in the Program Engineering Service and to division level in the System Maintenance Service in Washington headquarters; to branch level in the regional Airway Facilities divisions (except AAL and AEU); to branch level in the FAA Depot and Facility Support Division at the Mike Monroney Aeronautical Center; and to Director level at the FAA Technical Center.

3. CANCELLATION. Order 6560.21, Siting Guidelines for Low Level Wind Shear Alert System (LLWAS) Remote Facilities, dated 2/19/88, is canceled.

4. BACKGROUND. The LLWAS is designed to detect the existence of horizontal windshear conditions on an airport and around its perimeter and to alert controllers when these conditions are hazardous. The system consists of an array of remote anemometers and the base station processing and display equipment (located in the air traffic control tower building). Communication between the remote sites and the base station will be via radio links unless landlines are readily available.

5. SITING GUIDELINES. Proper siting is essential for an effective LLWAS, but often complex to implement. The LLWAS project office has initiated several different approaches to assist in proper siting of sensors.

a. Appendix 1 presents general considerations for siting LLWAS. To further assist regions, a joint team of LLWAS engineers from FAA headquarters and the FAA Technical Center are available to resolve problems resulting from site-unique situations.

b. Appendix 2 gives detailed guidelines for the design of the anemometer array on and around the airport. In addition, the Flight Information Systems Branch, ACN-230, will prepare an initial layout of proposed sensor locations at each airport based on maps, aerial photos, site surveys, and knowledge of idealized arrays for microburst detection.

Distribution: A-W(PS)-3; A-W(SM)-2; A-X(AF)-3(minus AAL/AEU); A-Y(FA/DE)-3; A-Z-1

Initiated By: APS-340

c. Appendix 3 provides detailed guidelines for mitigating the effects of obstacles and terrain on the siting of individual anemometers. To facilitate application of these guidelines, the FAA Technical Center has provided technicians with floppy disc, PC-based program for determining correct heights and distances away from obstacles.

6. APPLICABILITY. These guidelines are effective upon receipt, however, all LLWAS sited under earlier draft siting criteria will remain certifiable until resiting is completed.

7. SITE ADAPTATION. Regional site adaptation that deviate from these guidelines shall be cleared through the FAA Technical Center, Flight Information Systems Branch, ACN-230.

8. REPORTS. LLWAS site locations will be reported to the National Flight Data Center (NFDC), ATO-250, in accordance with Order 7900.2A, Reporting of Electronic Navigation Aids and Communication Facilities Data to the NFDC.

for Alvin J. Thomas

Robert E. Brown
Director, Program Engineering Service

# APPENDIX 1. GENERAL SITING CONSIDERATIONS

## 1. INTRODUCTION

The effectiveness of the Low Level Windshear Alert System (LLWAS) is dependent not only on the reliability of the electronic equipment but also the location of the wind sensors and their electronic packages. Adherence to the guidelines for sensor geometry in Appendix 2 and for siting with respect to obstructions and terrain in Appendix 3 will insure that the LLWAS operates as designed. Improper siting of the wind sensors will create false alarms and significantly degrade the performance of the wind shear algorithm. A properly sited system will accurately detect, identify and locate wind shear events, including microbursts, and provide a reasonable estimation of the wind component affecting aircraft performance. The present requirement is for 6 to 22 or more wind sensors on or around an airport. The number varies with the number of runways and their length.

## 2. GENERAL CONSIDERATIONS

The methodology in designing an LLWAS installation at an airport must include consideration for the optimum performance of the system:

a. Maintain the required geometry for the sensor array.

b. Adhere to spacing requirements.

c. Minimize the influence of terrain and obstructions.

## 3. LOGISTICAL CONSTRAINTS

Logistical constraints that are considered important are:

a. Penetrations of FAR Part 77 surfaces, Terminal Instrument Procedures (FAA Directive No. 8260.3B) surfaces, and Airport Design Standards surfaces per Advisory Circulars Nos. 150/5300-2C, 150/5300-4B, and 150/5300-12 by the placement of poles in the vicinity of an airport. Prior to installation, an airspace study must be accomplished to maintain/determine possible effects on protected surfaces for existing and

planned instrument approach procedures to associated runways.

b. Line of sight for radio link between remote and master station antennas.

c. Current location of wind sensors at those airports adding or resiting sensors.

d. Access to the site.

e. Property ownership/lease of proposed site.

f. Proximity of AC power.

g. Proximity of strong signal generating equipment.

h. Proximity of high voltage power lines which can create electromagnetic interference.

i. Security of site from vandalism.

j. Lightning protection and grounding requirements.

k. Proximity to sheltering obstructions.

l. Subsurface evaluations.

m. Proximity to planned improvements or development in the vicinity.

4. AN APPROACH TO SITING LLWAS

The sequence of steps that follow is a suggested approach to siting LLWAS:

a. Using appendix 2, lay out a proper geometry. ACN-230 will provide initial layout for those airports with an installed LLWAS.

b. Adjust layout for obvious terrain and obstruction problems (use aerial photographs and topographical maps).

c. Select several candidate locations for each wind sensor site.

d. As appropriate, coordinate candidate site locations with local airport authority, National Weather Service and Air Traffic Service offices. Design layouts using candidate sites.

e. Check each layout for adherence to geometry and spacing guidelines.

f. Survey sites for detailed terrain and obstruction data using appendix 3.

g. Compute required pole heights.

h. Adjust for logistical constraints enumerated in paragraph 3 above. These are not prioritized in order to allow regions freedom in addressing site-unique situations.

i. Prepare final design layout.

# APPENDIX 2. GEOMETRIC CONSIDERATIONS IN THE SITING OF LLWAS

## 1. INTRODUCTION

The original Low Level Windshear Alert System (LLWAS) has been enhanced for the detection of microburst and windshear events and has several additional capabilities. These improvements will now be known as the LLWAS Network Expansion. To achieve these improvements, more care will be taken in the design of an LLWAS station geometry at an airport.

There are three major tasks for the new LLWAS Network Expansion:

(1) Detect, identify, and locate microburst and windshear events along and near the runways;

(2) Estimate the runway component of wind speed loss resulting from a microburst windshear event.

(3) Sense and report centerfield and approach/departure winds.

Studies show that any geometry that is satisfactory for the identification of microbursts is also satisfactory for the detection of general windshear events. However, to obtain accurate runway component estimates, there is less freedom in the design of the station geometry, especially with regard to the distance of the stations from the runway centerline.

Generally speaking, there is a great deal of latitude in the design of the geometries for the detection and identification of windshear events. Unfortunately, not only are the requirements for the runway component estimations more strict, but when they are violated, the accuracy of the estimations degrades rather rapidly. While it is difficult to quantify these effects, guidance is given in section 2.

## 2. GENERAL PRINCIPLES

The Network Expansion LLWAS algorithm detects windshear by applying statistical principles to the wind data from the entire network. The algorithm identifies microburst events by estimating wind field derivatives from data from the vertices of triangles, which are formed by the station positions. The triangle geometry is also used for the estimation of the runway component of wind speed loss/gain. These algorithms and the

geometries, for which they give the best results, have been analyzed theoretically and have been extensively tested by computer simulation. Operational testing was conducted during August 1987 at Denver, CO.

Aircraft are most vulnerable to a microburst encounter while on the runway and during departure and final approach. The LLWAS allocated protection region is that portion of the flight path inside of the middle markers, and this discussion is confined to the detection of microbursts and windshear events on that portion of the runway path. For a 10,000 foot runway and with a 2,500 foot extension at either end of the runway, the total length of the protected path is 15,000 feet.

Pilots desire a reliable estimate of the headwind loss/gain that they can expect to encounter along their runway path; this loss/gain is called the runway component of the windshear. It is used as an estimate of the severity of the expected impact of a microburst/windshear on their operations. This product will be available from a properly sited LLWAS, during the Network Expansion phase of the program.

A microburst located with its center only a short distance to either side of the aircraft flight path can have a significant adverse effect on aircraft performance. This effect is most pronounced when the microburst center is within 2,500 feet of the centerline of the flight path. One design goal for LLWAS is to detect any microburst whose center is within 2,500 feet to either side of the centerline of a runway and its extension to the middle marker (approximately 2,500 feet from the end of the runway). For a typical runway that is 10,000 feet long, this means that a rectangular region 15,000 feet long and 5,000 feet wide needs to be protected. This protection region is indicated in figure 2-1.

Since the winds are nearly calm at the center, a microburst whose center nearly coincides with a station is very difficult to detect by this sensor and most likely will be detected by an adjacent station. If the stations are properly sited, then it is unlikely that there will be a delayed detection of a hazardous microburst. On the other hand, the radius of the strong outflow of a microburst can be as small as 5,000 feet. Therefore, if the stations are placed too far apart, it is possible for a microburst to occur between the stations and not be observed until the microburst outflow reaches a station. If the station spacing is no larger than 8,500 feet, then most microbursts that occur in the network will be promptly detected. The runway

component estimations are also severely degraded when the microburst center is near a station in a "blind spot". These "blind spots" extend approximately one-eighth of the way to the nearby stations; for example, if the stations are 8,000 feet apart, then the "blind spots" are approximately disks of radius 1,000 feet.

## 3. THE DESIGN OF THE LLWAS GEOMETRY FOR AN AIRPORT

Most airports have several runways. LLWAS protects the airport when it protects each runway. Economies can be achieved by choosing the stations sites so that some stations provide protection to more than one runway. If this were not done, then an airport with two runways would require twelve stations, an airport with three runways would require eighteen stations, etc. By designing for shared use of sensors, airports might be protected with as few as eight or nine stations (Figures 2-2 and 2-3). These examples also illustrate acceptable relaxation of the strict design guidelines that are given in this section.

When trying to design an improved LLWAS installation for a complex airport that has an existing LLWAS installation, the combination of attempting to achieve multiple uses of the stations and to make use of existing stations may lead to designs where more than six stations are involved in protecting some runways.

The initial problem at most LLWAS airports will be resiting some or all of the original six anemometers to achieve optimum coverage for the runways while facilitating the siting of additional sensors. Figure 2-4 shows six stations providing coverage for three runways. Later when three more stations are added full coverage will be realized. The guiding concept in resiting any of the original six stations is to preclude having to resite any of these stations when additional sensors are installed.

### 3.1 THE PROTECTION OF RUNWAYS

In this section, a procedure is provided for designing a station geometry that protects runways. Some allowable practical variations are discussed.

Reliable and timely microburst detection and identification is a fundamental requirement of LLWAS. To obtain satisfactory performance, it is advisable to keep the stations approximately 2,500 to 3,000 feet to either side of the runway path. The

system will perform satisfactorily most of the time if a station is as close as 1,000 feet from the runway path. If a station is less than 1,000 feet from the runway path, then there can be microbursts centered on the runway path for which detection may be significantly delayed.

To achieve reliable runway component estimates, the design requirements are more stringent than those for microburst detection and identification. If the stations are placed between 2,500 and 3,000 feet to either side of the runway path, then runway components can reasonably be estimated. If the design departs significantly (<2,000 feet or >3,500 feet) from this guideline, then there can be microbursts which impact the runway, and for which the runway component estimates are significantly in error. For example, stations placed 3,500 to 4,000 feet from the runway can lead to underestimations of the runway components by as much as 15 to 20 knots. When stations are placed closer to the runway, underestimations of similar magnitude are to be expected in the "blind spots".

It is also important that the protection region be covered by the triangle pattern. With the nearly regular triangles specified, the entire region inside of each triangle is protected, except for the "blind spot" near the station. In addition, a rectangular region is protected along each edge of a triangle. This region extends along the edge to within one-eighth of the distance to each endpoint and 1,000 feet to either side of the edge. In particular, it is again the "blind spots" that are not covered. The covered region is indicated in figure 2-5.

### 3.1.2 THE PROTECTION OF A SINGLE RUNWAY

In this section, a graphical procedure is shown in figure 2-1 for designing a station geometry that protects a single runway. Parallel runways which have their centerlines less than 2000 feet apart are treated as single runways.

### 3.1.3 THE PROTECTION OF PARALLEL RUNWAYS

In this section, a graphical procedure is shown in figure 2-8 for designing a station geometry that protects parallel runways. Parallel runways are defined as a pair of runways whose centerlines are greater than 2000 feet apart.

3.1.4 THE PROTECTION OF DIAGONAL RUNWAYS

An example is seen for the diagonal runway in figure 2-3. Figure 2-6 shows the stations protecting this diagonal runway, the triangle pattern, and the "blind spots" for this diagonal runway. In this case, the basic principles regarding station spacing, triangle shape, and distance of the stations from the runway apply.

3.2 DESIGN METHODOLOGY

An effective design of a station geometry for the protection of an airport can be obtained as follows.

**STEP 1:** DRAW THE PROTECTION REGION FOR EACH RUNWAY.

The protection region is a rectangle that extends 2,500 feet beyond each end of the runway and 2,500 feet to each side of the centerline of the runway (see figure 2-1). Rectangular patterns are most effective but are not imperative.

**STEP 2:** SELECT THE STATION POSITIONS.

The following conditions should be satisfied:

(1) Stations should be between 2,000 and 3,500 feet to either side of the runway.

(2a) The spacing between adjacent stations along the runway should be greater than 3,280 feet but less than 7,550 feet.

(2b) For airports that will also have a Terminal Doppler Weather Radar (TDWR), the spacing between adjacent stations along the runway should be greater than 3,280 feet but less than 9,500 feet.

(3) The triangles formed by nearby stations should be fairly regular, i.e., no triangle should have an angle smaller than 25 degrees or greater than 135 degrees.

(4) Designate one site, the most central part of

the airport, as the centerfield wind sensor. It is advisable to keep the centerfield wind sensor at least 1,000 feet away from all runways.

(5) Number stations starting at the designated centerfield wind sensor (1) and then clockwise from north through northwest.

**STEP 3:** DETERMINE THE "BLIND SPOTS" AND THE PROTECTED AREAS.

It is possible to graphically estimate the size and shape of the "blind spots". Using the fact that the "blind spot" extends approximately one-eighth of the distance along each edge of a triangle, we have the following graphical procedure:

(1) Draw the triangle pattern.
(2) Mark the one-eighth distance positions on the edges of the triangles.
(3) Roughly sketch the perimeters of these "blind spots".
(4) Sketch areas protected by the edge rectangles (1,000 feet beyond the edge and between the "blind spots", see Figure 2-5).

Then the overlap of the "blind spots" with the protection region for the runway is the area where hazardous microbursts may not be detected in a timely manner. Significant underestimations of the runway components can be expected in regions that are approximately one and a half times as large as the "blind spots".

**STEP 4:** DETERMINE THE PORTION OF THE PROTECTION REGION THAT IS UNPROTECTED.

This area is the portion of the protection region that is either inside of a "blind spot" or is not covered by the pattern of station triangles and edge rectangles. The unprotected portion of the protection region should be shaded.

**STEP 5:** USE THE GRAPHICAL DISPLAY OF THE UNPROTECTED PORTION OF THE AIRPORT TO DETERMINE IF THE COVERAGE IS SATISFACTORY.

This is a question of judgement, based on knowledge of the difficulty of the problems for this airport.

With this design, any microburst, whose center is within the unshaded portion of the protection region will be detected in a timely manner with high probability. If the stations lie within or close to the 2,000 to 3,500 foot strip, then the runway component estimations will be acceptably accurate. One acceptable design, the Ideal Station Geometry, is shown in figure 2-1.

To illustrate the shading of the unprotected part of the protection region (step 4), we considered a case that is typical of many existing LLWAS installations. Figure 2-7A shows a station near the center of the runway and 'middle marker' stations at the ends of the runway. Figure 2-7B shows an enhancement that has been obtained by adding another station near runway center. Figure 2-7B also shows the consequence of the shading (step 4). **Note** that there will be delayed detections of microbursts at the runway ends and close to runway center.

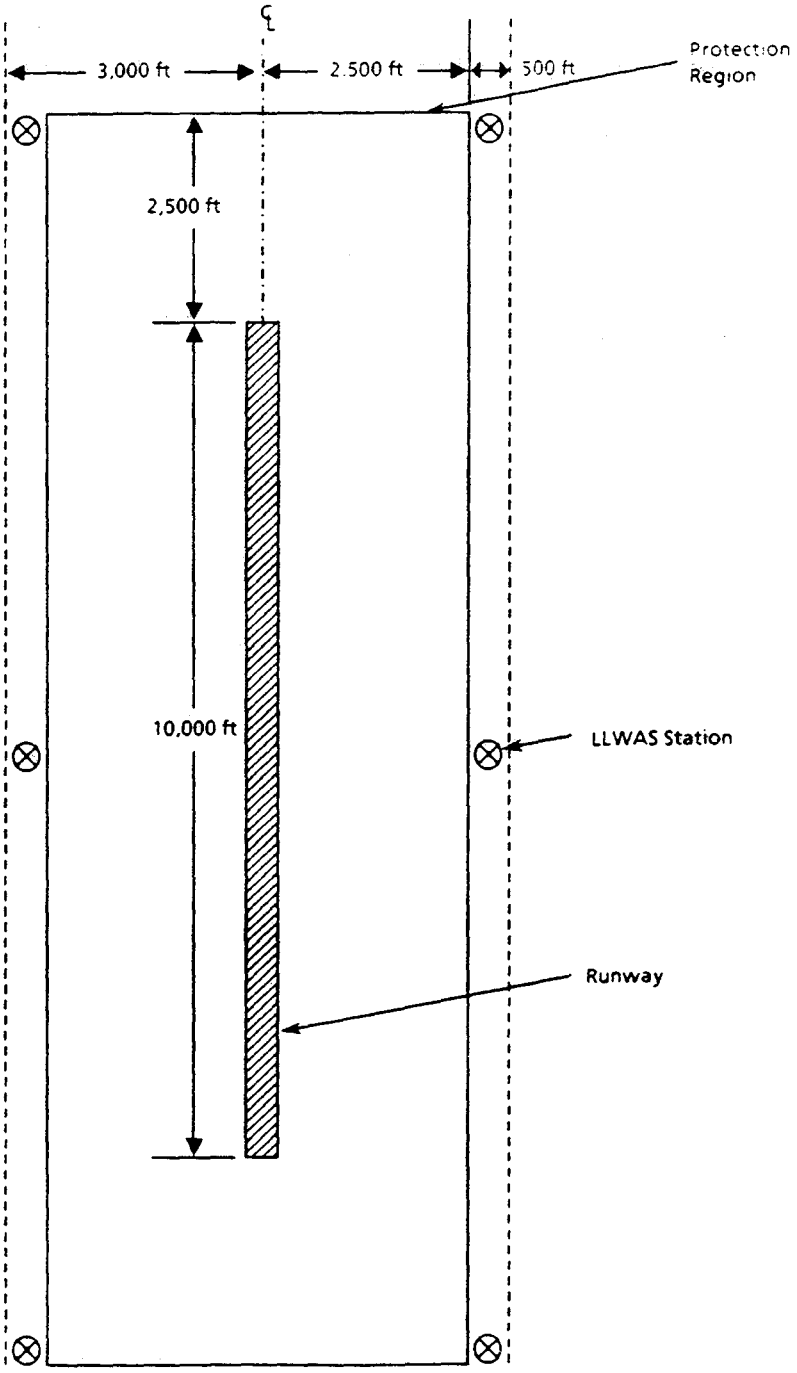



FIGURE 2-1. IDEAL GEOMETRY FOR THE DETECTION OF MICROBURST WINDSHEAR ALONG A RUNWAY

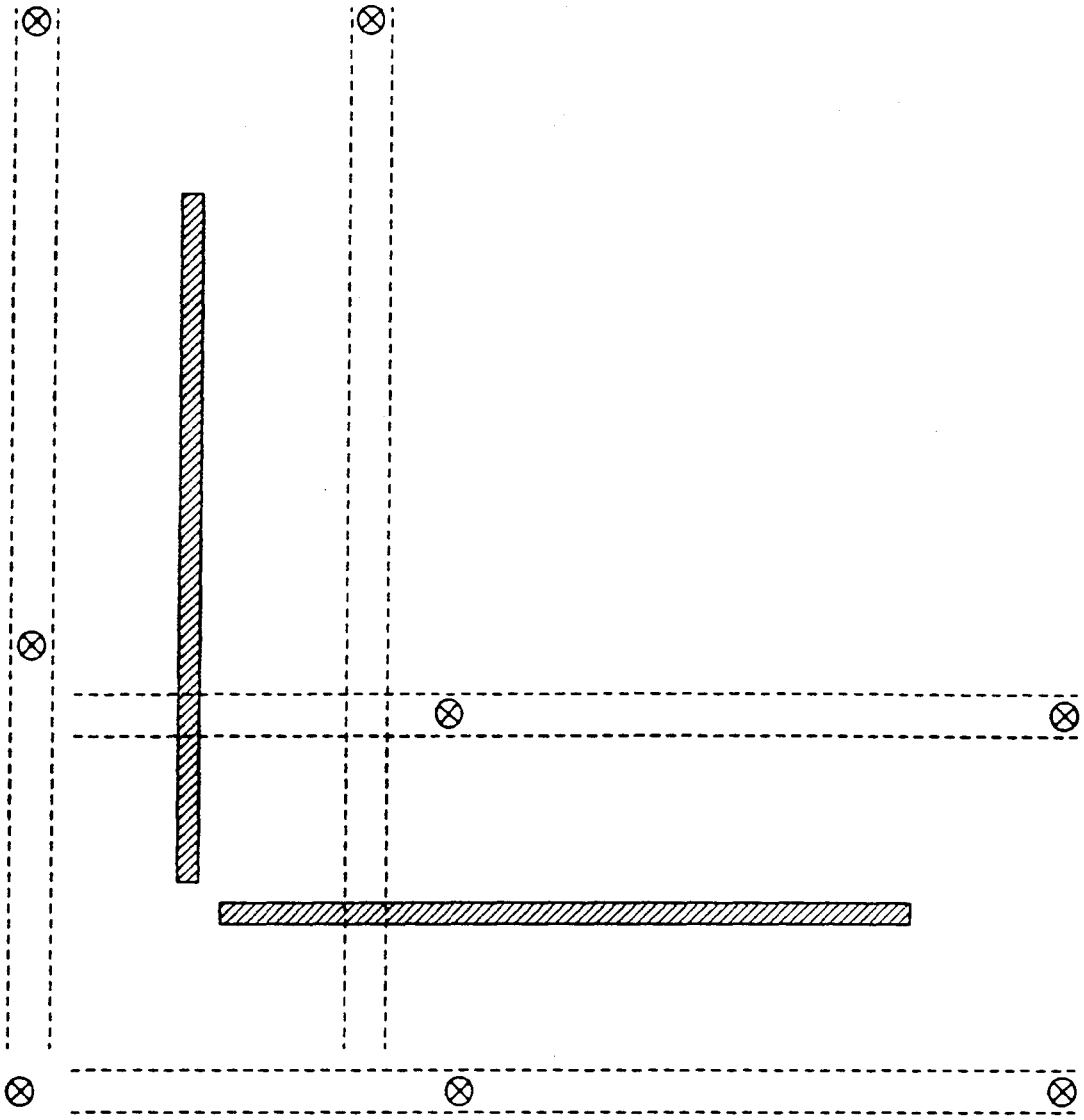


FIGURE 2-2. LLWAS DESIGN FOR AN AIRPORT WITH TWO RUNWAYS

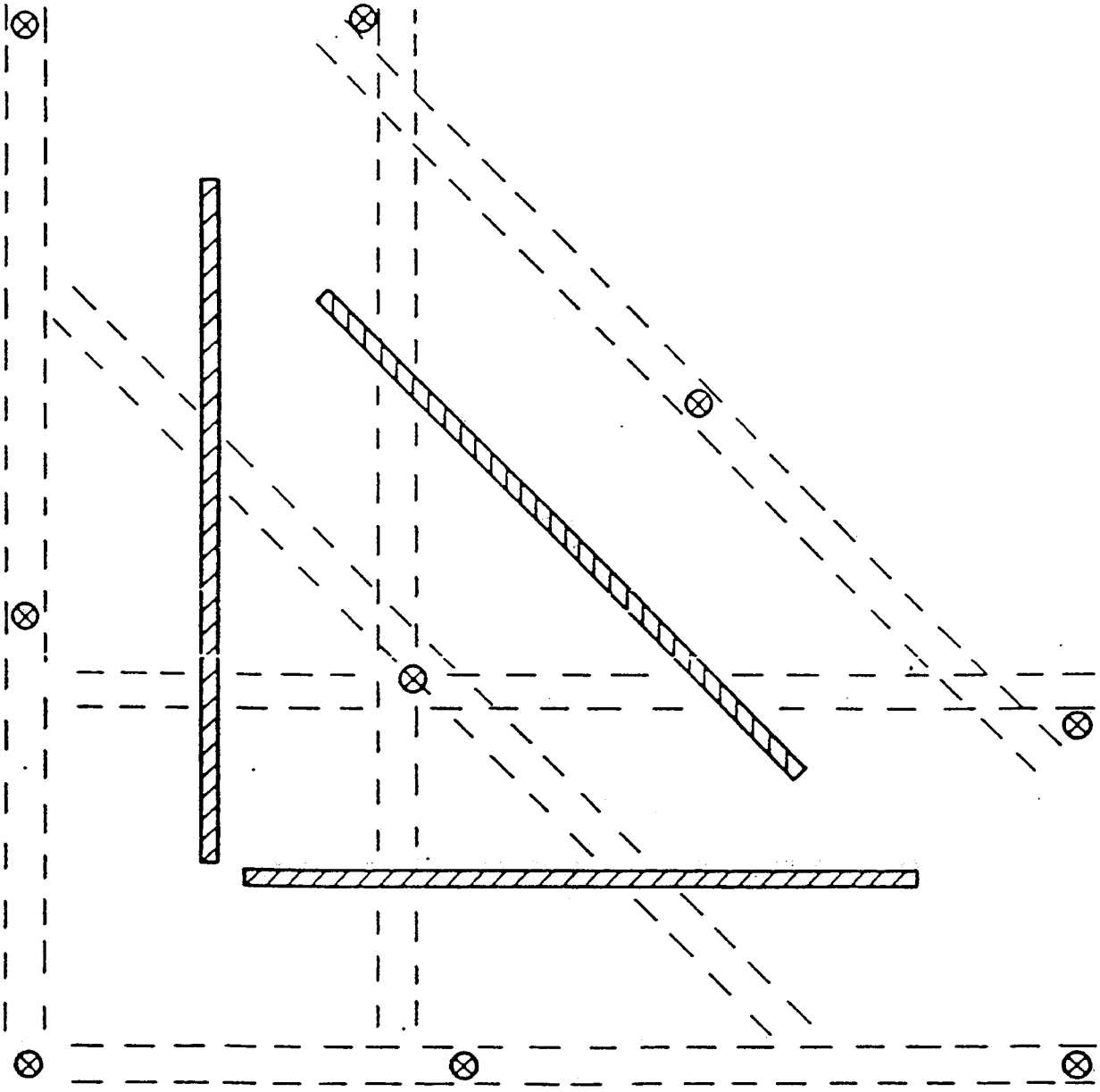


FIGURE 2-3. LLWAS DESIGN FOR AN AIRPORT WITH THREE RUNWAYS

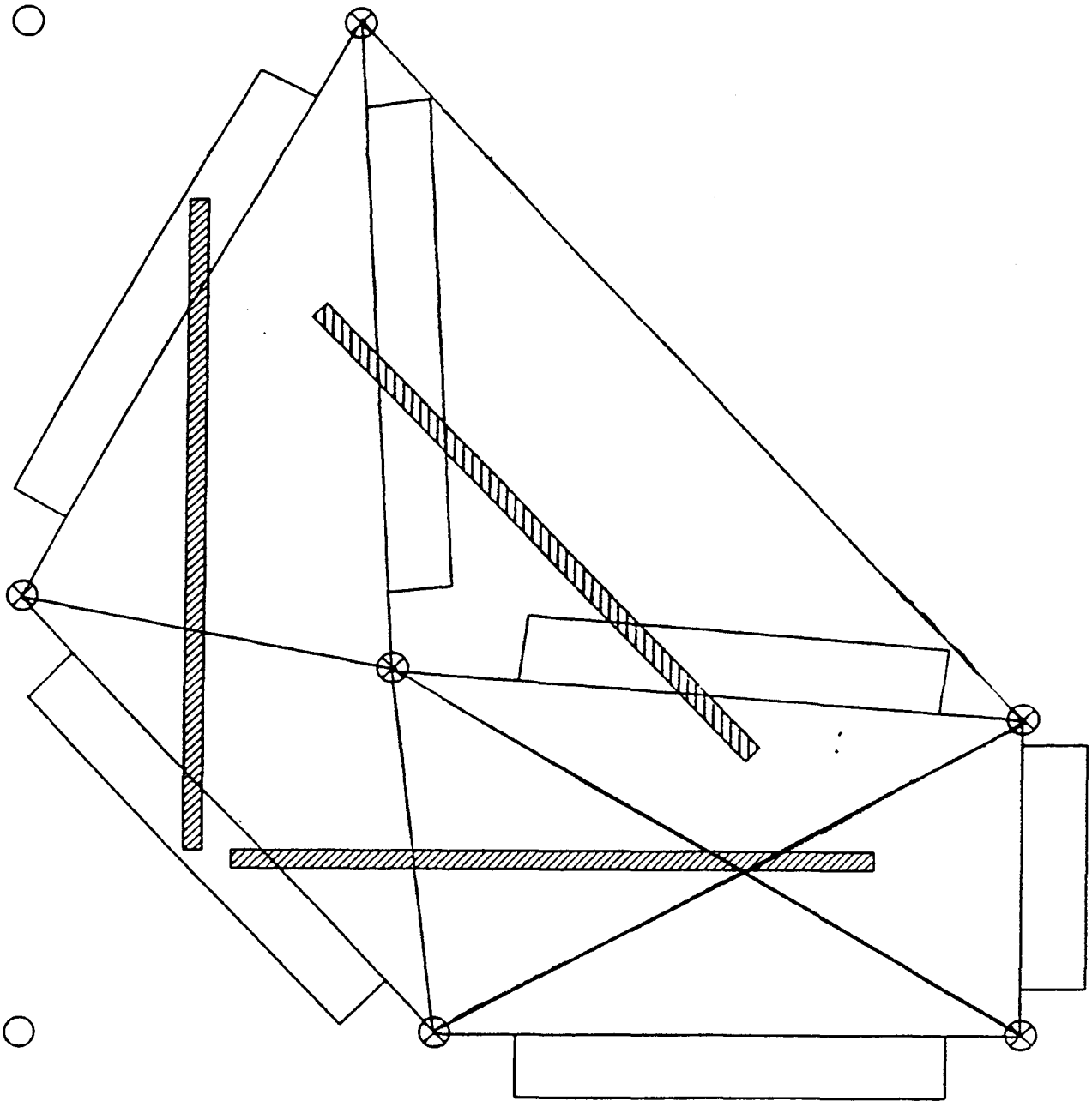


FIGURE 2-4. LLWAS DESIGN FOR SIX STATIONS COVERING THREE RUNWAYS (**NOTE** THAT THE SIX STATIONS ARE SITED TO FACILITATE FUTURE EXPANSION)

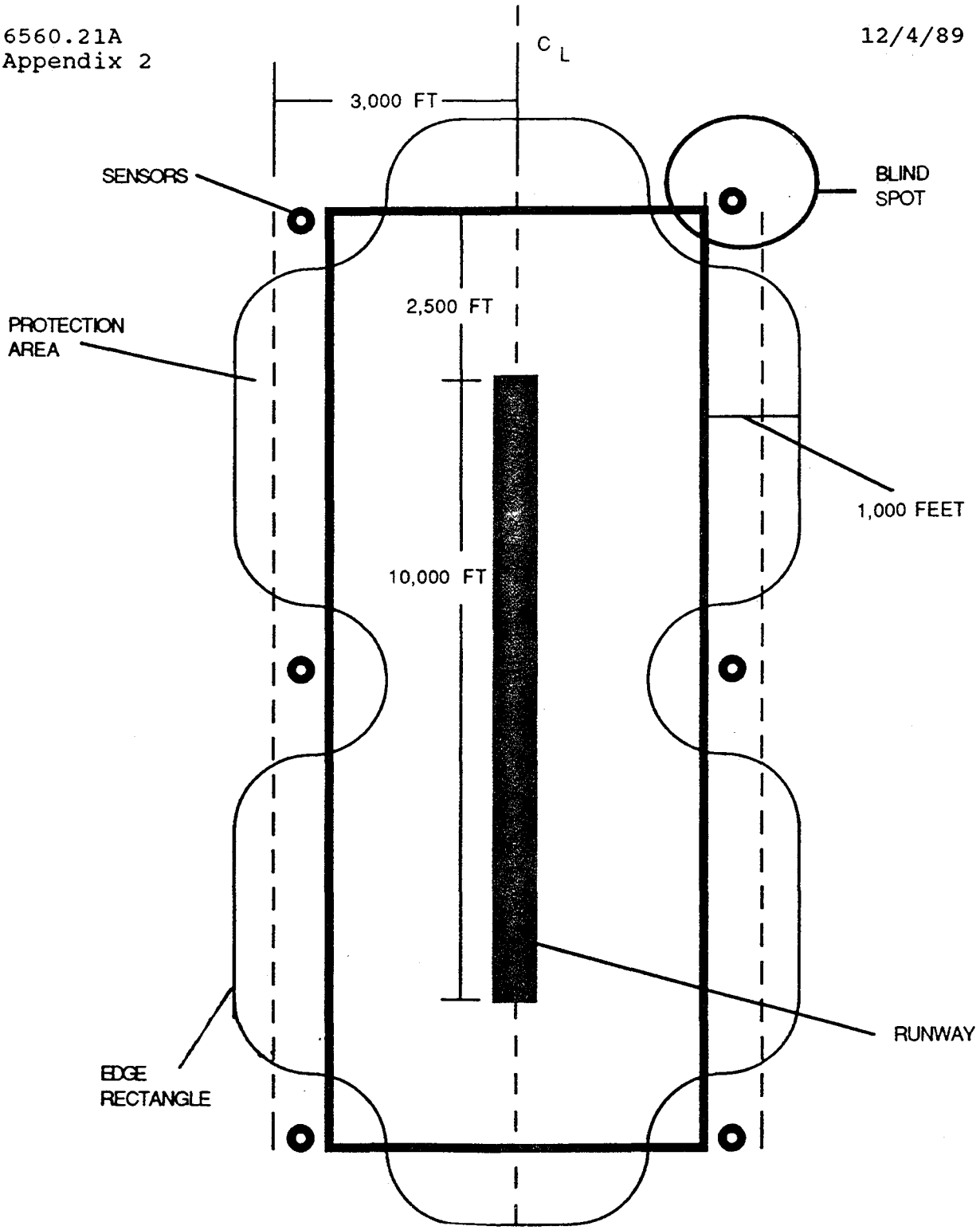



FIGURE 2-5. SIX STATIONS PROTECTING A SINGLE RUNWAY SHOWING BLIND OR DEAD SPOTS

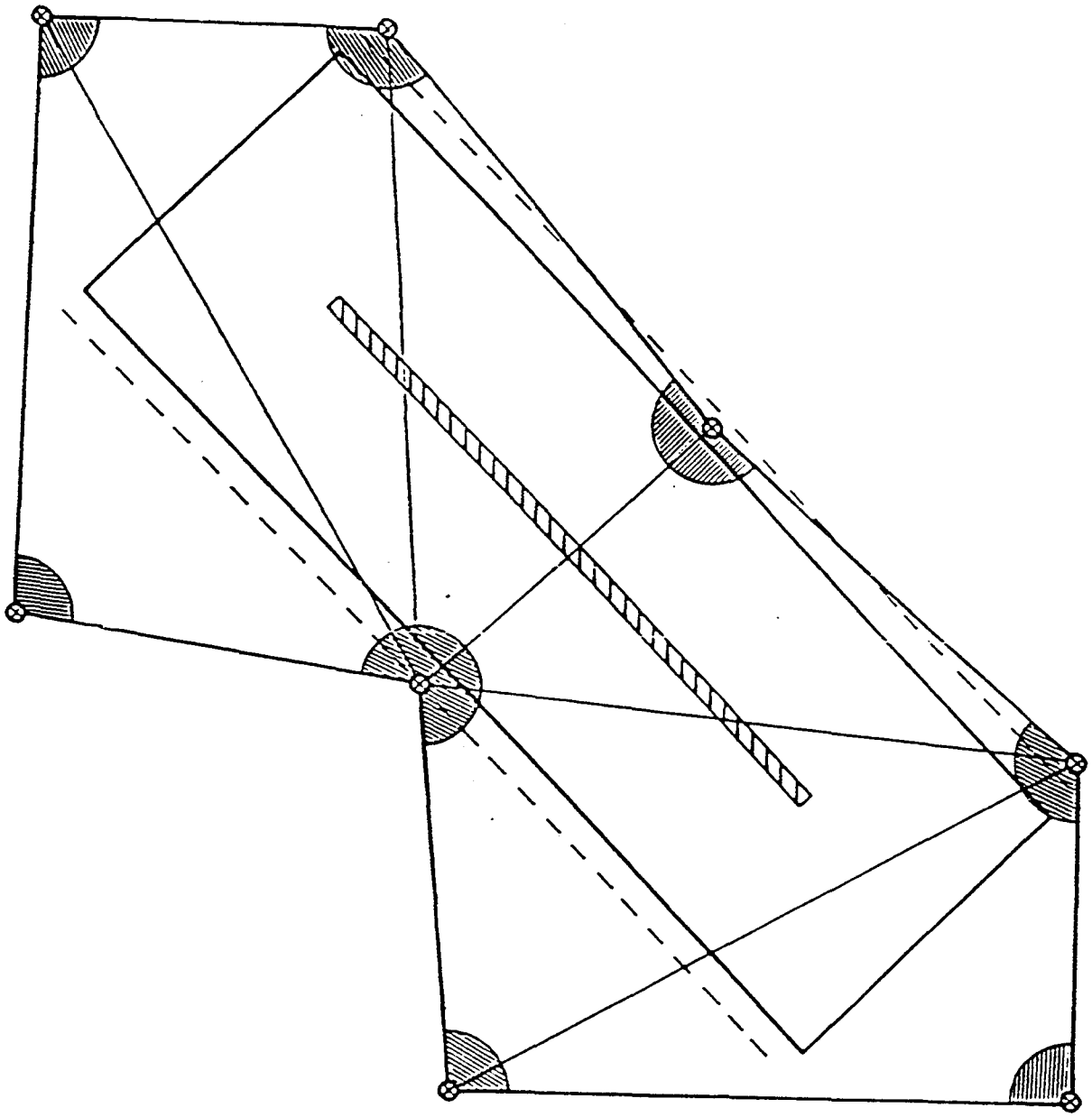


FIGURE 2-6. EIGHT STATIONS PROTECTING THE THIRD RUNWAY SHOWN IN FIGURE 2-3; TRIANGLE PATTERN AND BLIND OR DEAD SPOTS ARE SHOWN

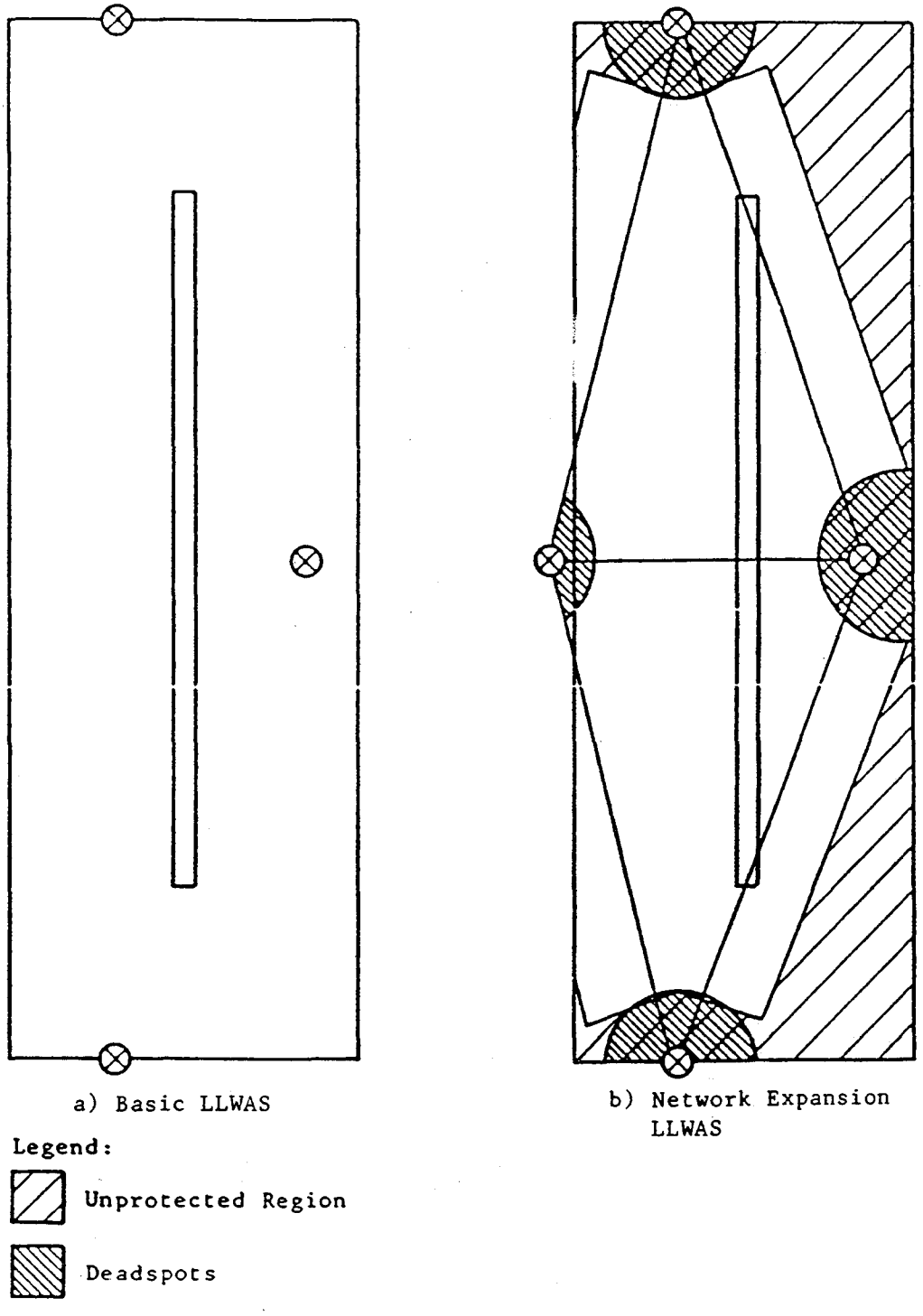



FIGURE 2-7. APPLICATION OF SHADING IN THE PROTECTED REGION

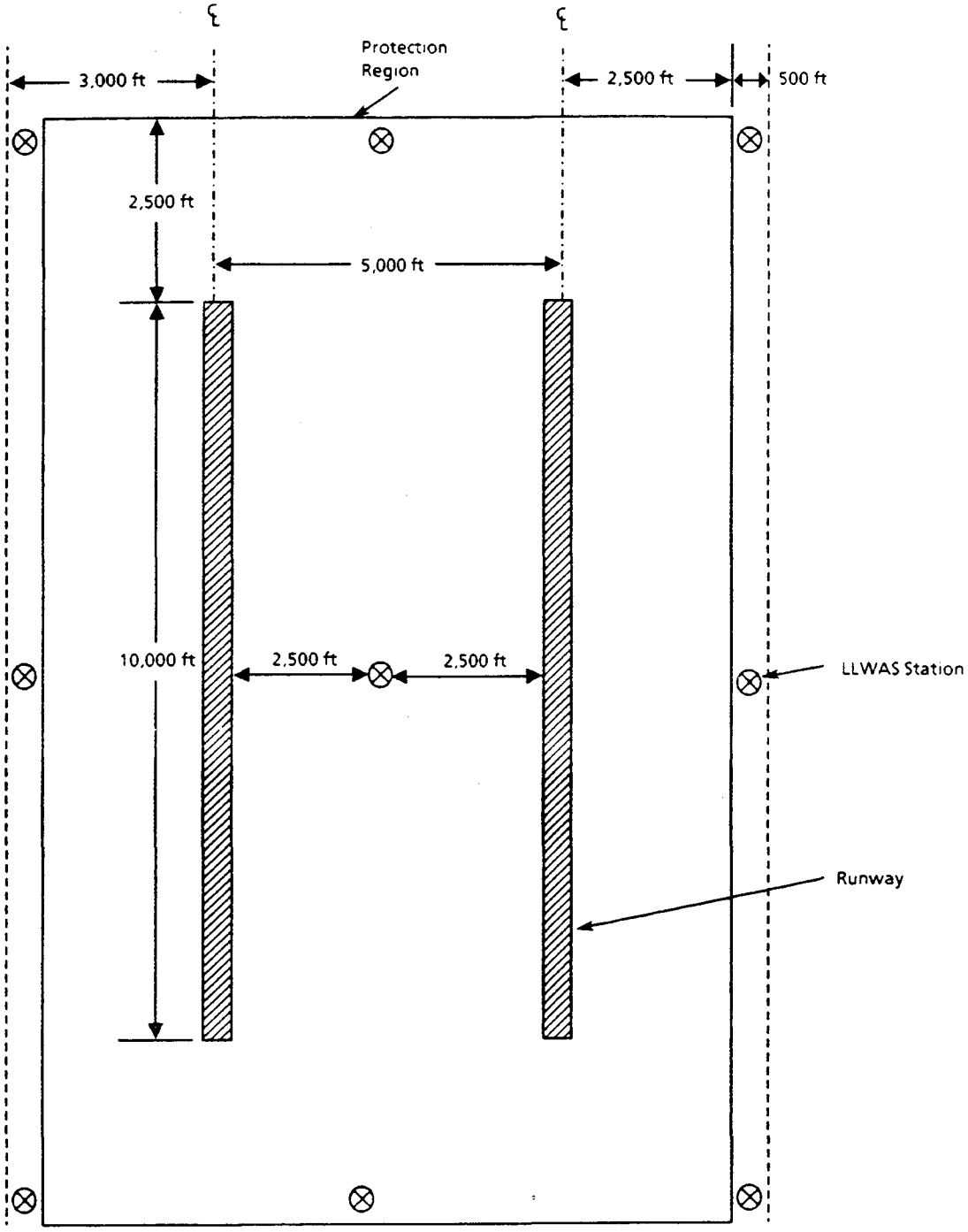



FIGURE 2-8. PROTECTING PARALLEL RUNWAYS

# APPENDIX 3. GUIDELINES FOR SITING INDIVIDUAL LLWAS ANEMOMETERS

## 1. INTRODUCTION

This appendix provides the rationale and supporting criteria for siting individual anemometers. Step-by-step procedures are included and specific examples with a sample format are provided.

## 2. GENERAL CONSIDERATIONS

The procedures used in siting individual anemometers (after the geometric layout has been determined) also must include consideration for the optimum performance of the system:

a. The least sheltered anemometer is the standard against which sheltering at others is evaluated.

b. Sheltering at an anemometer from all effects should not exceed twenty (20) percent.

c. Insure that the mounting supports do not block the anemometer. The structure on which the anemometer is mounted should be reduced to a minimum to prevent local wakes or flow accelerations from impinging on the anemometer. Care should be taken to insure that warning lights, etc. are not placed on the same level as the anemometer and that lightning rods are of a small diameter ($\leq$1.5") and located at an adequate distance ($\geq$18.0") from the propeller of the anemometer.

d. Units must be consistent when taking measurements and doing calculations.

e. When unique situations at an individual anemometer site arise that are not covered by these criteria, then assistance should be requested from the FAA Technical Center, Surveillance and Weather Systems Branch, ACN-230.

## 3. SITING PROCEDURES AND CRITERIA

This section provides criteria and supporting information and outlines a step-by-step procedure for siting individual anemometers. Specific examples with a suggested format and a

list of notations and terms are included at the end of this section. It is important to be able to properly identify the obstruction(s).

## 3.1 Three-Dimensional Obstacles

Three-dimensional obstacles include single trees, groups of trees, individual buildings, groups of buildings, hangars, fuel or water tanks, or billboards. Three dimensional obstacles have a width of less than ten times their height.

### 3.1.1 Computing the Percent Sheltering

The following measurements are needed from the obstacle geometry; (1) X, distance from obstacle, (2) H, obstacle height, and (3) W, obstacle width. The parameter $\alpha$, know as the power-law exponent, defines the roughness of the environment between obstacle and the anemometer (see table 3-1).

The velocity deficit represented by $(u_o-u)/u_o$ is the fractional sheltering or specified error in wind measurement due to sheltering by an obstacle. A graphical procedure to estimate $(u_o-u)/u_o$ is shown in figures 3-1 and 3-2 for open country ($\alpha$=0.15) and suburban ($\alpha$=0.25) environments, respectively.

Example:

Given Measurements: H = 120 ft, W = 200 ft, X = 960 ft, H/W = 0.6, and X/H = 8.

Solution: Since an open-country environment is anticipated for a site, Figure 3-1 will be used. Enter the top graph of Figure 3-1 at H = 120 ft. Move right to the 0.6 curve for H/W. Move down to the lower graph on vertical line to X/H = 8. Move left to read 18% for error.

### 3.1.2 Computing the "Reduced Distance" $X_R$ From an Obstacle

Figure 3-3 provides a means for selecting a "reduced distance" $X_R$ from an obstacle at which an anemometer may be installed at any desired height with a desired specified error, $(u_o-u)/u_o$.

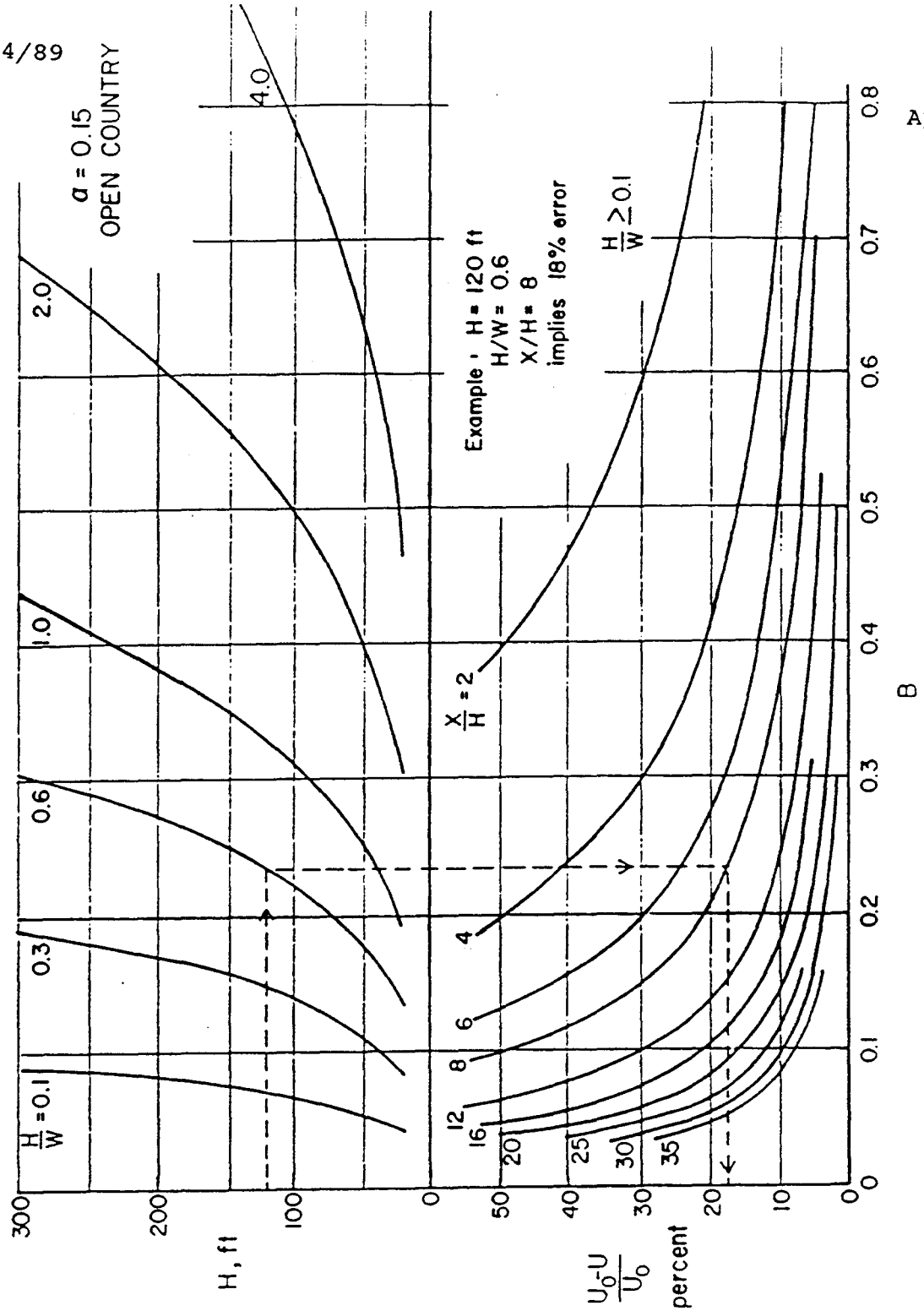



FIGURE 3-1. SELECTION CHART FOR SHELTERING FOR A THREE-DIMENSIONAL OBSTACLE IN AN OPEN COUNTRY ENVIRONMENT

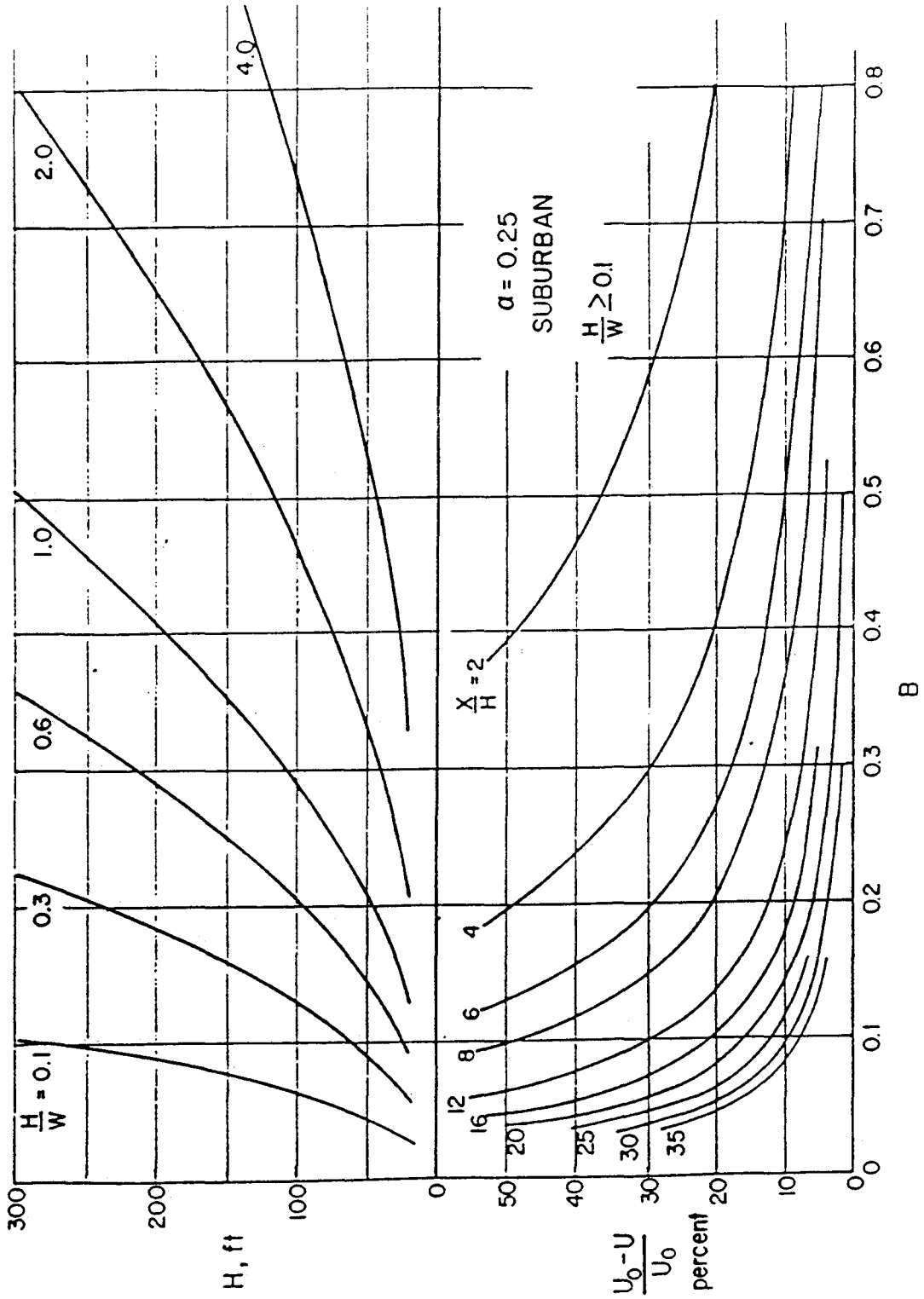



FIGURE 3-2. SELECTION CHART FOR SHELTERING FOR A THREE-DIMENSIONAL OBSTACLE IN A SUBURBAN ENVIRONMENT

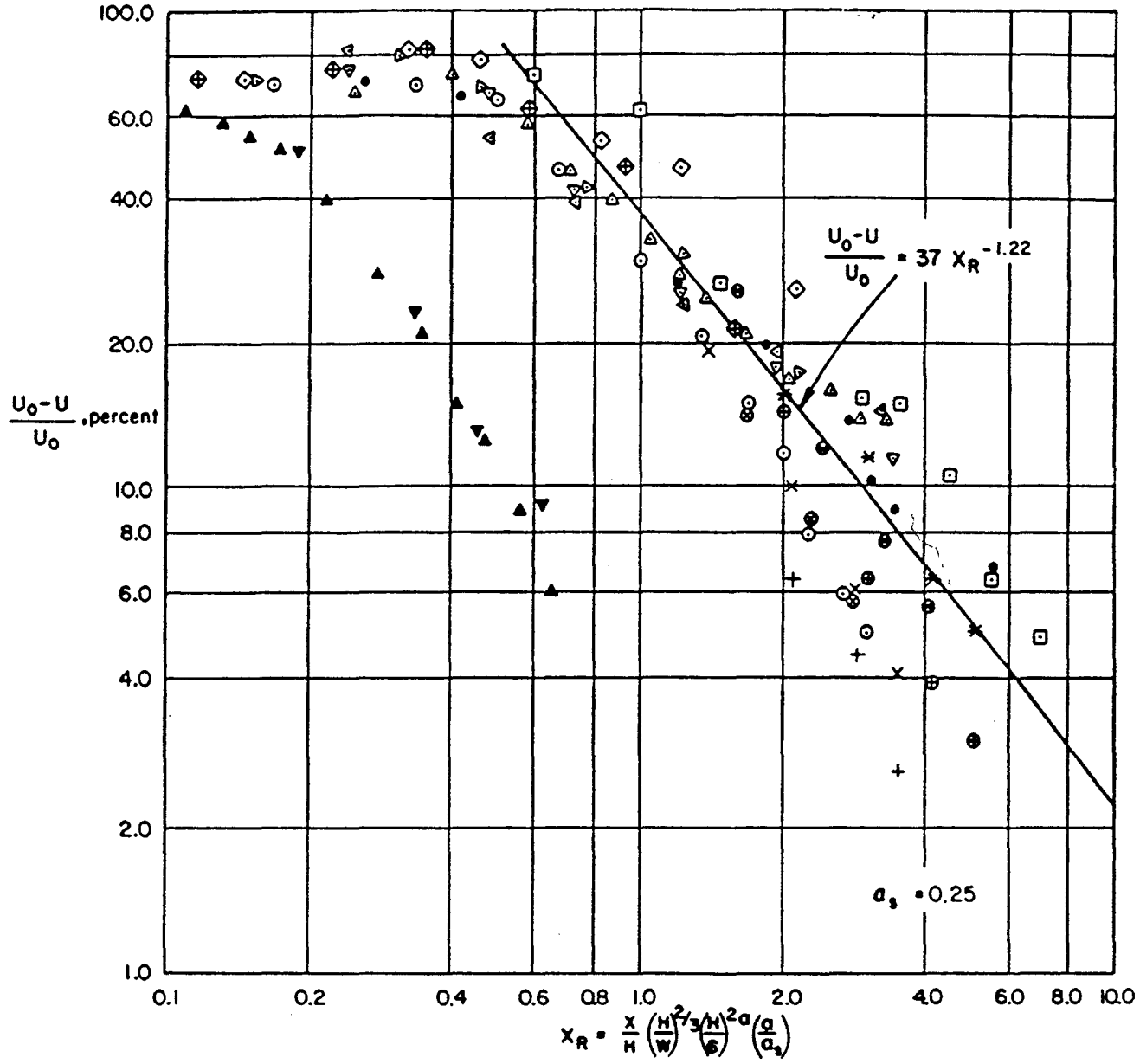



FIGURE 3-3. VARIATION OF MAXIMUM VELOCITY DEFICIT WITH REDUCED DISTANCE FOR THREE DIMENSIONAL OBJECTS

3.1.3 Computing Optimal Anemometer Height

In some situations it may be necessary to alternatively consider the height of a sensor for acceptable error when the anemometer must be placed sufficiently close to the object (in the wake) that acceptable errors cannot be obtained at an arbitrary elevation using the method described above. It is first necessary to compute the "reduced distance" $X_R$.

**Step 1** Compute $\delta$ by:

$$\delta = 367 + 3333\alpha$$

Where $\delta$, the boundary layer thickness, is in feet and $\alpha$, the power-law exponent, is estimated from Table 3-1.

**Step 2** Compute $X_R$ by:

$$X_R = \left[\frac{X}{H}\right]\left[\frac{H}{W}\right]^{\frac{2}{3}}\left[\frac{H}{\delta}\right]^{2\alpha}\left[\frac{\alpha}{\alpha_s}\right]$$

For X, distance from obstacle, H, barrier height, W, barrier width, $\delta$ from Step 1, $\alpha$ from table 3-1, and $\alpha_s$ equals 0.25 (typical suburban power-law exponent).

**Step 3** Figure 3-3 provides the contours of equal error $(u_o-u)/u_o$ in percent form as a function of $X_R$ and Z/H. Once a $X_R$ is obtained, enter figure 3-4 to determine an acceptable elevation (Z/H) for the anemometer. Either contours (curves) or suggested zones (rectangular) may be used. Example, if $X_R$=1.2, then for 20% sheltering, Z/H=2.00.

3.2 Two-Dimensional Obstacles

Two-dimensional obstacles include fences, rows of trees, hedges, long buildings, or bridges. Two-dimensional obstacles have a height/width of less than 0.1, where the width is perpendicular to the wind.

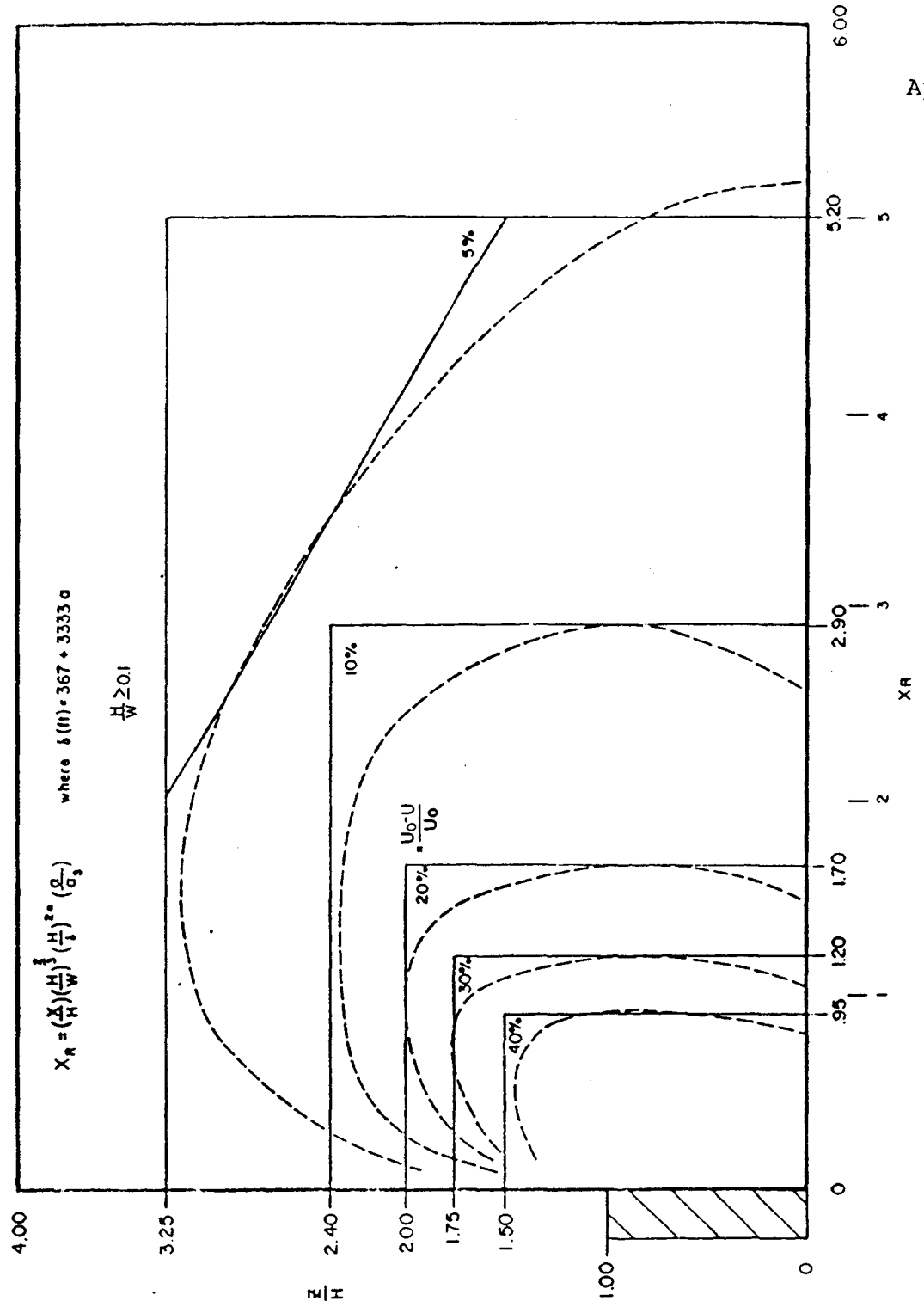



FIGURE 3-4. CONTOURS OF EQUAL ERROR IN VELOCITY IN THE WAKE OF A THREE-DIMENSIONAL OBSTACLE

TABLE 3-1. ESTIMATED VALUES OF THE SURFACE ROUGHNESS

| $z_0$ (roughness length) | Representative Value Meters | Terrain | $\alpha$ (power-law exponent) |
|---|---|---|---|
| 0.5-1.5 | 0.7 | Center of large towns, cities, forests | 0.35 |
| | | Dense forests of relatively non-uniform height | 0.27-0.30 |
| | | Dense forests of relatively non-uniform height | 0.23-0.25 |
| 0.15-0.5 | 0.3 | Small towns, suburban area | 0.24 |
| 0.05-0.15 | 0.1 | Wooded country villages, out-skirts of small towns, farmland | 0.20 |
| 0.015-0.05 | 0.03 | Open country with isolated trees and buildings | 0.17 |
| 0.007-0.015 | 0.01 | Grass, very few trees | 0.15 |
| 0.0015-0.007 | 0.003 | RUNWAY AREAS (avg.) Surface covered with snow, rough sea in storm | 0.13 |
| < 0.0015 | 0.001 | Calm open sea, lakes, snow covered flat terrain. Flat desert. | 0.11 |

3.2.1 Computing the Percent Sheltering

The following measurements are needed from the obstacle geometry; (1) X, distance from obstacle, and (2) H, obstacle height.

Low Obstacles: $$\frac{(u_o-u)}{u_o} = 2000 \left[ \frac{X}{H} \right]^{-1.5}$$ for $H \leq 100$ ft

High Obstacles: $$\frac{(u_o-u)}{u_o} = 4300 \left[ \frac{X}{H} \right]^{-1.5}$$ for $H > 100$ ft

3.2.2 Computing Optimal Anemometer Height

In situations where the placement of the anemometer must be closer to the obstacle than the distance required by these equations (i.e. in the wake) then the anemometer may be raised to a sufficiently high elevation.

**Step 1** Compute X/H.

**Step 2** Figure 3-5 provides the contours of equal error $(u_o-u)/u_o$ in percent form as a function of X/H and Z/H. Either contours (curves) or suggested zones (rectangular) may be used. Once X/H is calculated, enter Figure 3-5 to determine an acceptable elevation (Z/H) for the anemometer. Example, if X/H=12, then for a 20% sheltering, Z/H=1.7.

3.3 Forest Canopies

A forest canopy is define as a grouping of trees (from the perspective of the Remote Station) that is more than 700-800 feet wide and more than 300 feet deep. Otherwise, it is classified as either a three-dimensional or two-dimensional obstacle.

3.3.1 Computing Optimal Anemometer Height For Wind Speeds Above a Forest Canopy (Long Fetch)

Where a forest extends upwind from the Remote Station for a distance B at least 100 times the average tree height, a procedure assuming that the boundary layer above the forest has reached equilibrium is used.

Figure 3-6 provides a plot of the ratio of the velocity $u_r$ at height $z_r$ above the mean forest height d over the rough (r) forest surface, to the velocity $u_s$ at height $z_s$ (which might be 20 ft) above a smooth (s) open field unaffected by obstructions.

This ratio is plotted in figure 3-6 for comparison with an anemometer in the smooth open terrain at an elevation of 20 feet. A reasonable guide to values of $\alpha_r$ are:

| | |
|---|---|
| $0.24 \leq \alpha_r \leq 0.25$ | For dense forest of relatively uniform height on smooth height. |
| $0.26 \leq \alpha_r \leq 0.27$ | For dense forest of relatively non-uniform height or breaks on smooth terrain. |
| $0.28 \leq \alpha_r \leq 0.29$ | For dense forest of relatively non-uniform height or with breaks on rough terrain. |

This procedure should overestimate anemometer heights if the length of forest is short, $B/d < 100$.

Example: Given: select an anemometer height in a forest environment on smooth terrain where tree heights are relatively uniform and where average tree height d = 50 ft. Assume the anemometer is to read not more than 20% less than an open-country anemometer at 20 feet.

Solution: from Figure 3-6, select $\alpha_r = 0.24$ and move vertically to $u_r/u_s = 0.8$. Read $z_r = 45$ ft. Therefore, the elevation of the anemometer above ground should be $d + z_r = 95$ ft.

3.3.2 Computing Optimal Anemometer Height For Wind Shelter Downwind of a Forest Canopy (Long Fetch)

Downwind of a forest area, over an open field, the boundary layer recovers from that over the forest to that over an open field. Very little data have been found in the literature for this case. Because of the small number of cases available in the literature, wind tunnel tests were run to provide additional data for these criteria.

Data obtained from the wind-tunnel simulation of 64 forest wakes are summarized in figure 3-7 to show the decrease in anemometer error with distance from the forest and height of the anemometer above ground. The figure shows that the height required to obtain a particular error remains similar to that at the downstream edge of the forest (see figure 3-7) for a distance Xn of 0.025 before decreasing with additional downwind distance.

Example: Given: at a distance X downwind of a forest of length B = 1000 ft with trees of roughly uniform height averaging d = 30 ft, find the anemometer height required to provide an error of no more than 20% in comparison to the same site with unlimited upwind exposure of the same roughness (i.e., no forest). The site is in an open grassy field. Solve for X = 100, 500, or 800 ft.

Solution:

**Step 1** Compute Xn,

$$Xn = \frac{X/B}{1.0 + 274\ (d/B) + 1.4\ LN\ (Z_1/Z_0)}$$

From Table 3-1, let $\alpha_1 = 0.24$, $Z_1 = 0.3m$, and $Z_0 = 0.01$.

**Step 2** Figure 3-7 provides the contours of percent error as a function of Xn and z/d. Either contours (curves) or suggested zones (piecewise straight lines) may be used. Once Xn is calculated, enter figure 3-7 to determine an acceptable elevation (z/d) for the anemometer. From figure 3-7 for 20% error:

| | | | | |
|---|---|---|---|---|
| For X = | 100ft | Xn =.007 | z/d = 2.0 | z = 60ft |
| | 500 | .036 | 1.7 | 51 |
| | 800 | .057 | any | any |

## 3.4 Surface Roughness Changes

When the wind flows from a region with a particular surface roughness, $z_o1$, to a region with a different surface roughness $z_o2$, there is change in the shape of the velocity profile near the ground, up to height $h_I(x)$, see figure 3-8. The layer below $h_I(x)$ is often called the Internal Boundary Layer (IBL). The height $h_I(x)$, which increases with the distance X from the roughness interface, is called the height of the IBL.

Clearly, two anemometers placed at the same height, but at different distances from an interface, would not record the same wind speed. Abrupt changes from an urban terrain to a smooth terrain, or visa versa, are also associated with local accelerations or wakes caused by the change of the effective level of the ground.

The purpose of this section is to present a convenient algorithm for estimating the approximate magnitude of changes in winds speeds downstream of such interfaces.

### 3.4.1 Computing Optimal Anemometer Height For Single Step Change in Roughness

The equations describing the wind field across the internal boundary layer for a single roughness change are:

$$\frac{u(z)}{u_1\ (10)} = \left[\frac{z}{10}\right]^{\alpha_1} \qquad \text{for } x \le X_o1$$

and

$$\frac{u(z)}{u_1\ (10)} = b_{10}\left[\frac{z}{10}\right]^{\alpha_1+\beta} \cdot x^k \qquad \text{for } x > X_o1$$

where

$$X_o1(z) = \left[b_{10}\ (z/10)^{\beta}\right]^{-\frac{1}{k}}$$

In these equations, u(z) is the velocity at height z a distance x downwind of the roughness change (figure 3-8); $u_1(10)$ has been selected as a reference velocity upwind of the roughness change at an elevation of 10 m; $\alpha_1$ is the upstream value of roughness described as a power-law exponent; and $b_{10}$, $\beta$, and k are obtained from table 3-2.

The above equations can be solved for the value of z as a function of $u(z)/u_{10}$.

$$z = 10 \left[ \frac{u(z)}{u_1(10)} \right]^{\frac{1}{\alpha_1}} \qquad \text{for } x \leq X_o1$$

$$z = 10 \left[ \frac{1}{b_{10}} \frac{u(z)}{u_1(10)} \frac{1}{x^k} \right]^{\frac{1}{\alpha_1+\beta}} \qquad \text{for } x > X_o1$$

where

$$\frac{u(z)}{u_1(10)} = \left[ \frac{z}{10} \right]^{\alpha_1} \qquad \text{for } x \leq X_o1$$

$$\frac{u(z)}{u_1(10)} = b_{10} \left[ \frac{z}{10} \right]^{\alpha_1+\beta} \cdot x^k \qquad \text{for } x > X_o1$$

Thus knowledge of only four parameters, $b_{10}$, $(\alpha_1+\beta)$ and k, is required for determining the height of the sensor for a prescribed velocity difference tolerance, i.e., $u(z)/u_1(10)$. Application of equations for Z are based on computed value of $X_o1$. Representative values of surface roughness and the corresponding power law exponent $\alpha$ are given in table 3-1.

TABLE 3-2. VALUES OF COEFFICIENTS $B_{10}$, $\beta$, AND k.

| $z_{01}$= \ $z_{02}$= $a_2$ / $a_1$ | 0.107 | 0.126 | 0.147 | 0.169 | 0.200 | 0.250 | 0.350 |
|---|---|---|---|---|---|---|---|
| 0.001 | 0.107 | | | $b_{10}$= 1.105<br>$\beta$= 0.051<br>k=-0.032 | $b_{10}$= 1.161<br>$\beta$= 0.088<br>k=-0.050 | $b_{10}$=1.196<br>$\beta$=0.142<br>k=-0.069 | |
| 0.003 | 0.126 | | | $b_{10}$= 1.093<br>$\beta$= 0.035<br>k=-0.025 | $b_{10}$= 1.138<br>$\beta$= 0.072<br>k=-0.042 | $b_{10}$=1.155<br>$\beta$=0.122<br>k=-0.060 | $b_{10}$= 1.128<br>$\beta$=0.182<br>k=-0.075 |
| 0.010 | 0.147 | | | $b_{10}$=1.045<br>$\beta$=0.012<br>k=-0.013 | $b_{10}$=1.093<br>$\beta$=0.052<br>k=-0.031 | $b_{10}$=1.103<br>$\beta$=0.101<br>k=-0.048 | $b_{10}$=1.059<br>$\beta$=0.167<br>k=-0.062 |
| 0.030 | 0.169 | $b_{10}$=0.911<br>$\beta$=-0.062<br>k=0.029 | $b_{10}$=0.923<br>$\beta$=-0.051<br>k=0.023 | $b_{10}$=0.960<br>$\beta$=-0.030<br>k=0.012 | | $b_{10}$=1.053<br>$\beta$=0.029<br>k=-0.018 | $b_{10}$=1.064<br>$\beta$=0.076<br>k=-0.035 | $b_{10}$=1.039<br>$\beta$=0.144<br>k=-0.052 |
| 0.100 | 0.200 | $b_{10}$=0.916<br>$\beta$=-0.094<br>k=0.040 | $b_{10}$=0.926<br>$\beta$=-0.084<br>k=0.035 | $b_{10}$=0.940<br>$\beta$=-0.065<br>k=0.025 | $b_{10}$=0.963<br>$\beta$=-0.039<br>k=0.015 | | $b_{10}$=1.036<br>$\beta$=0.049<br>k=-0.021 | $b_{10}$=1.014<br>$\beta$=0.111<br>k=-0.037 |
| 0.300 | 0.250 | | $b_{10}$=0.929<br>$\beta$=-0.130<br>k=0.050 | $b_{10}$=0.950<br>$\beta$=-0.113<br>k=0.040 | $b_{10}$=0.958<br>$\beta$=-0.090<br>k=0.031 | $b_{10}$=0.996<br>$\beta$=-0.052<br>k=0.015 | | $b_{10}$=1.012<br>$\beta$=0.062<br>k=-0.020 |
| 0.700 | 0.350 | | | | | $b_{10}$=1.035<br>$\beta$=-0.152<br>k=0.030 | $b_{10}$=1.033<br>$\beta$=-0.099<br>k=0.015 | |

Open blocks represent unavailable conditions in the data used to develop the table. For these cases, the nearest available condition may be used.

**Note:** $B_{10}$, $\beta$, and k are parameters derived from power law studies of roughness changes.

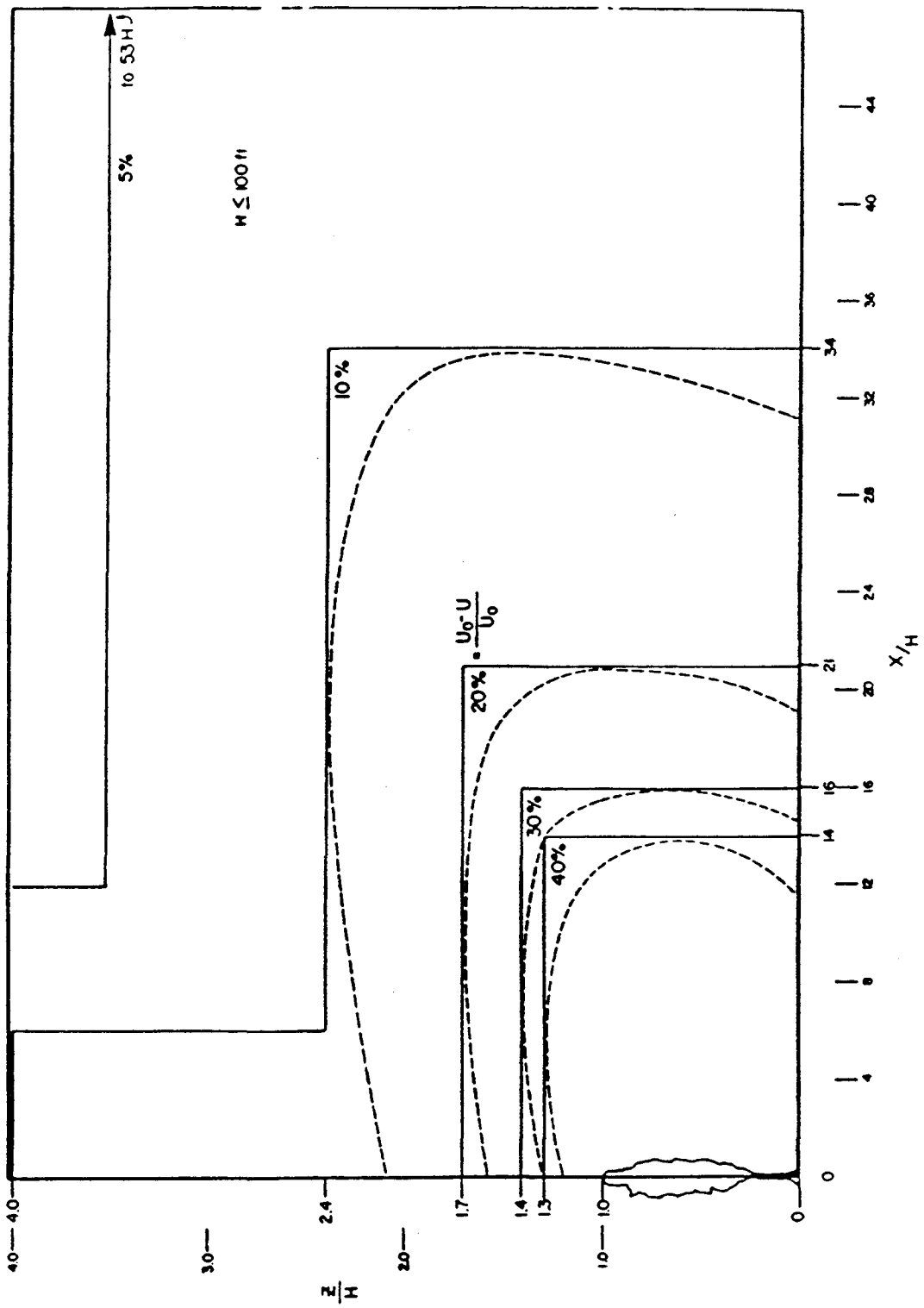



FIGURE 3-5. RECTANGULAR APPROXIMATIONS TO CONTOURS OF EQUAL ERROR IN VELOCITY IN THE WAKE OF TWO-DIMENSIONAL OBSTACLES

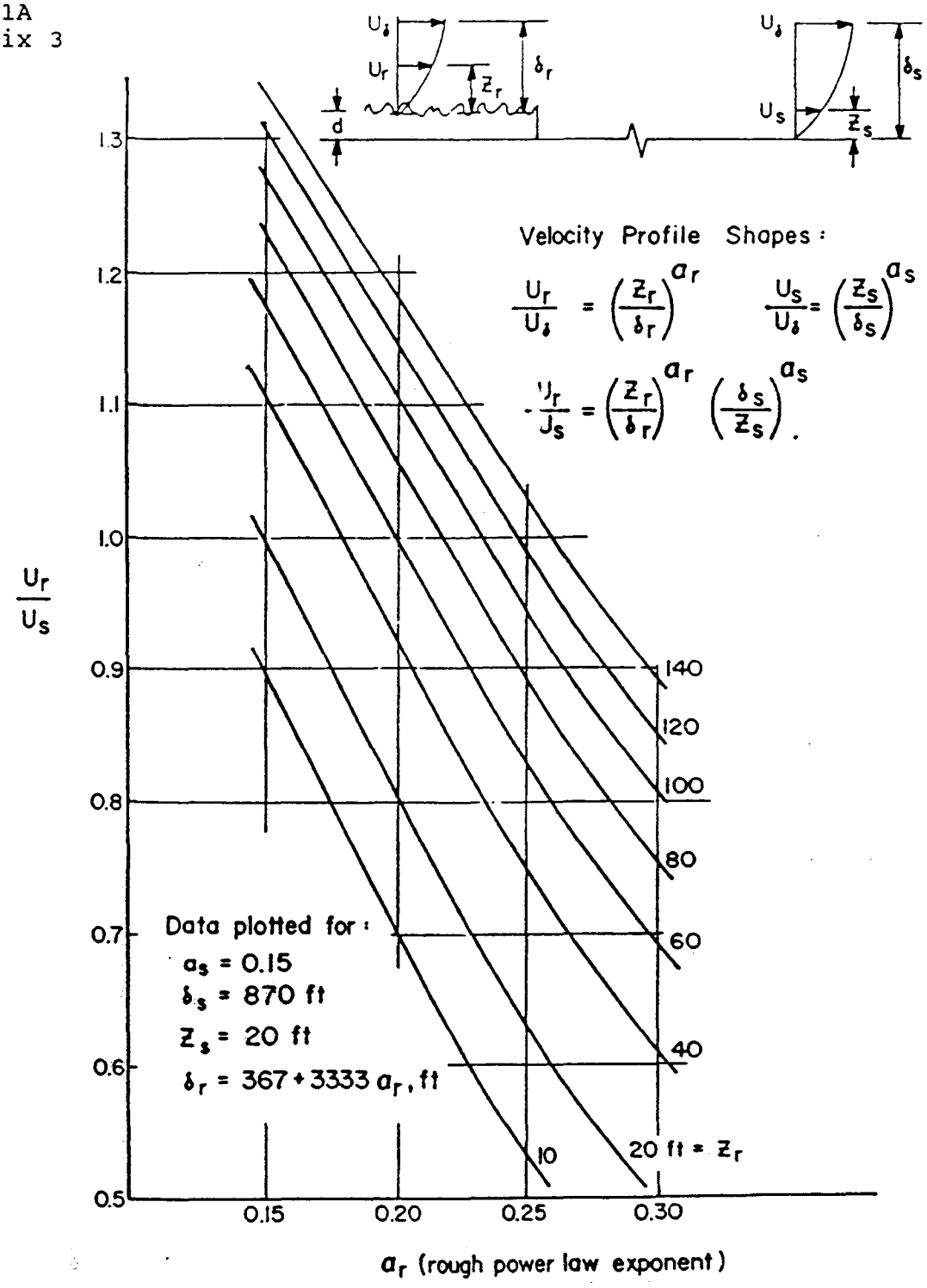



FIGURE 3-6. HEIGHT ABOVE ROUGH FOREST WHICH HAS SAME VELOCITY AS OPEN COUNTRY VELOCITY AT 20 FEET

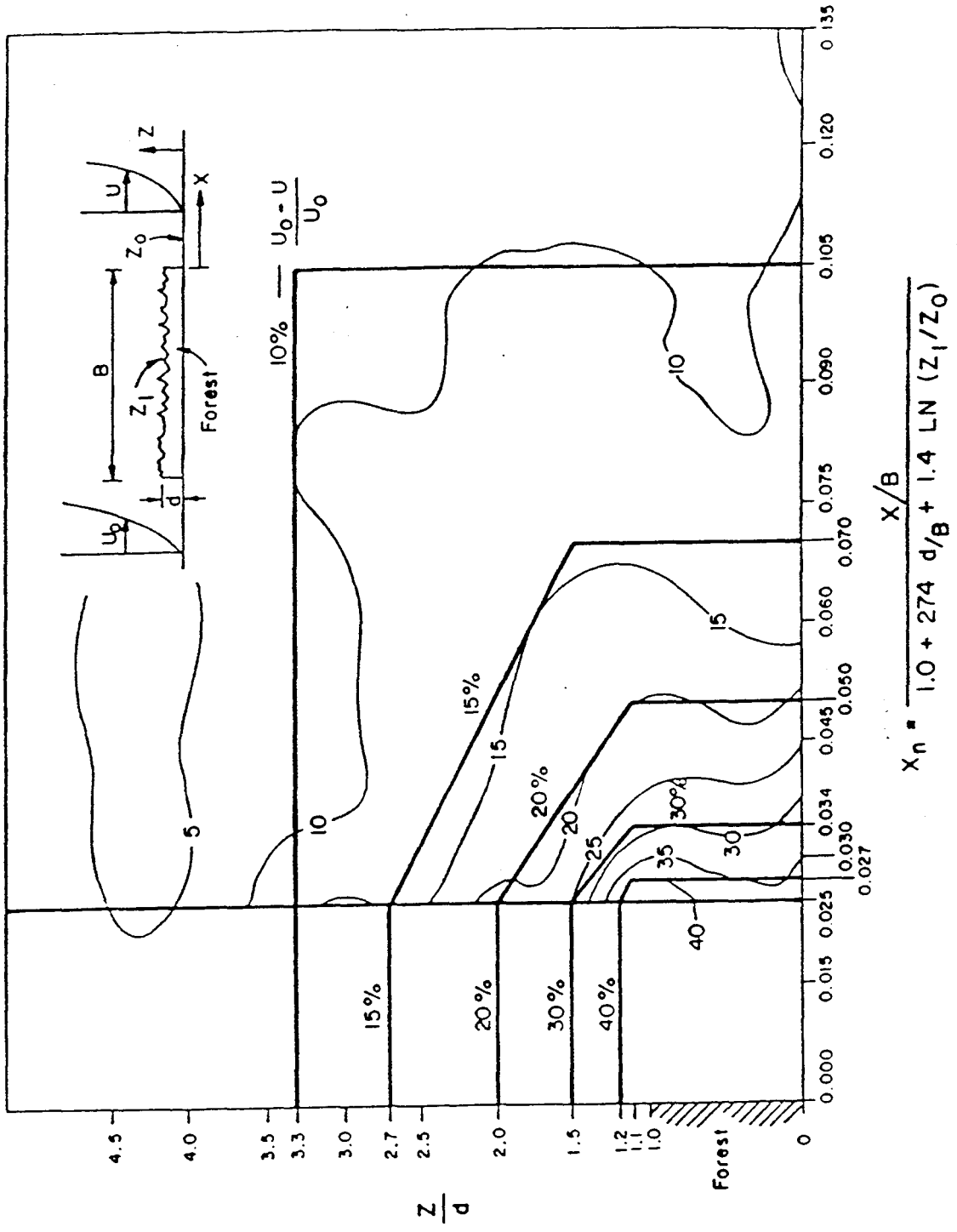



FIGURE 3-7. SHELTER DOWNWIND OF A FOREST

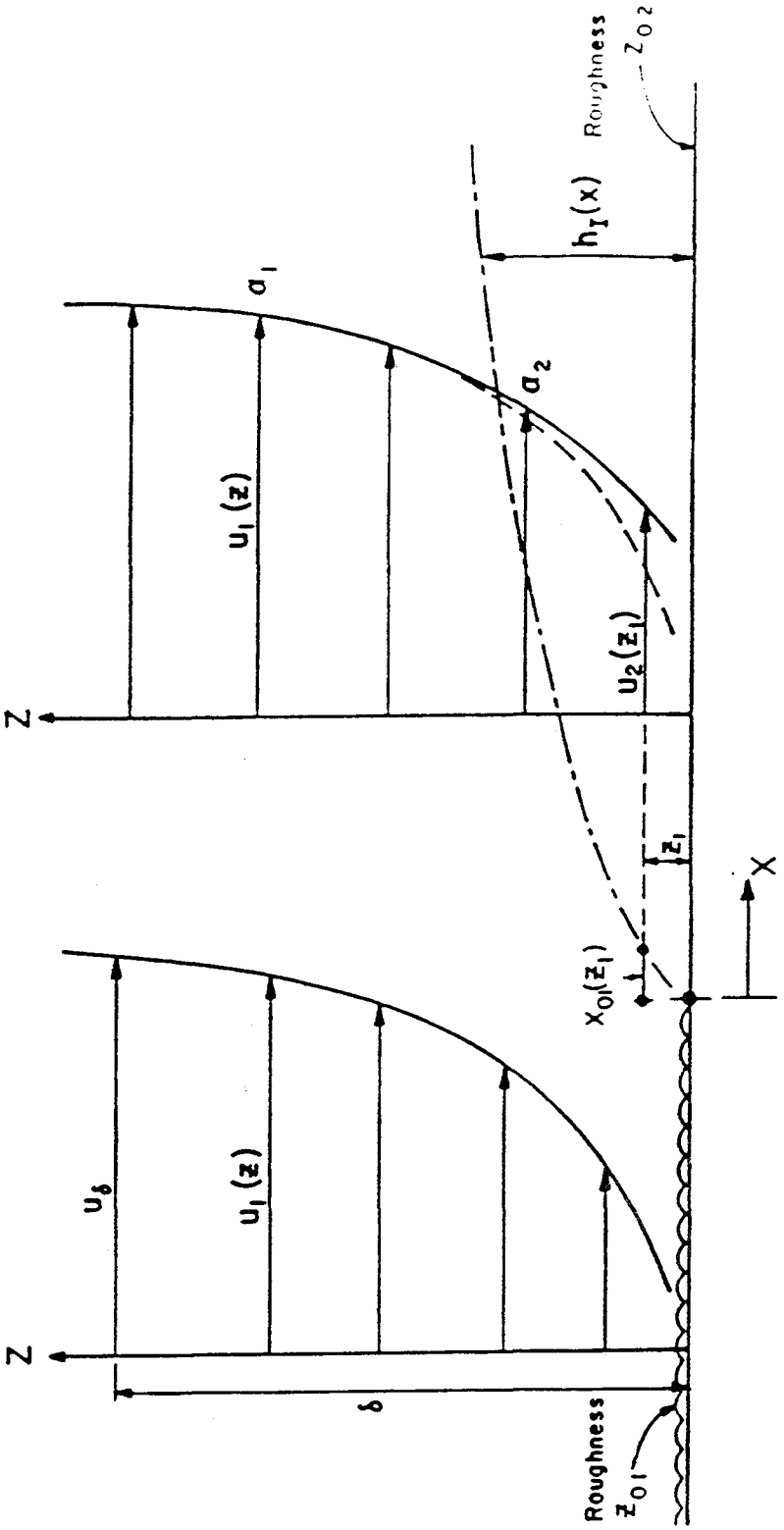



FIGURE 3-11. A SCHEMATIC DESCRIPTION OF THE INTERNAL BOUNDARY LAYER (IBL) AFTER A DECREASE IN SURFACE ROUGHNESS. **NOTE** THE INCREASED VELOCITIES WITHIN THE IBL. AT A GIVEN HEIGHT $z_1$, THE ROUGHNESS CHANGE IS EFFECTIVE DOWNWIND OF $X_{01}(z_1)$.

Example: (1) Given: $\alpha = 0.15$, $z_o1 = 0.01$ m, and $z_o2 = 0.3$ m
From Table 3-2: $b_{10} = 1.103$, $\beta = 0.101$, and $k = -0.048$

Let $\frac{z}{10} = 2$, $X_o1 = 33$ m

For $X < 33$ m;

$$\frac{u(z)}{u_{10}} = \left[ 2 \right]^{0.15}$$

Therefore, $\frac{u(z)}{u_{10}} = 1.11$

For $x > 33$ m;

$$\frac{u(z)}{u_{10}} = \left[ 1.103 \right] \left[ 2 \right]^{(0.147+0.101)} \left[ X \right]^{-0.048}$$

Therefore, $\frac{u(z)}{u_{10}} = 1.31 \left[ X \right]^{-0.048}$

If $X = 1000$ m, then $\frac{u(z)}{u_{10}} = 0.94$;

$X = 3000$ m, then $\frac{u(z)}{u_{10}} = 0.892$;

$X = 10000$ m, then $\frac{u(z)}{u_{10}} = 0.842$.

(2) Given: $\alpha = 0.35$, $z_o1 = 0.7$ m, and $z_o2 = 0.1$ m
From Table 3-2: $b_{10} = 1.035$, $\beta = -0.152$, and $k = 0.03$

Let $\frac{z}{10} = 1$, $X_o1 = 0.3$ m

For $X < 0.3$ m;

"this case is not of interest"

For $x > 0.3$ m;

$$\frac{u(z)}{u_{10}} = \left[ 1.035 \right] \left[ 1 \right]^{(0.35-0.152)} \left[ X \right]^{-0.048}$$

Therefore, $\frac{u(z)}{u_{10}} = 1.035 \left[ X \right]^{0.03}$

If $X = 1000$ m, then $\frac{u(z)}{u_{10}} = 1.273$;

$X = 3000$ m, then $\frac{u(z)}{u_{10}} = 1.316$;

$X = 10000$ m, then $\frac{u(z)}{u_{10}} = 1.364$.

3.5 Terrain Effects Caused by 2-D Slopes and 3-D Slopes (Ridges and Hills)

Terrain effects include local hills, embankments, escarpments, valleys, and depressions. When accounting for the effects of terrain on the velocity profile, idealize the terrain into the forms shown in figure 3-10.

**NOTE:** This section is limited to single terrain features and small scale topographic configurations (small compared to the height of the atmospheric boundary layer). When considering multiple terrain features, assistance should be requested (see appendix 3 section 2(e)).

Consider the hill in figure 3-9. The approach velocity profile is designated by $u_a(z)$, where z is always the height above the local ground surface. The local velocities at other locations are designated by $u(x,z)$. The following equations are for the local speed-up (at the same z above the local ground surface);

a. velocity perturbation;

$$\triangle u(x,z) = u(x,z) - u_a(z)$$

b. fractional speed-up ratio;

$$\triangle S = \frac{\triangle u(x,z)}{u_a(z)}$$

c. amplification factor.

$$A = \frac{u(x,z)}{u_a(z)} = 1 + \triangle S(z)$$

The velocity field is determined by the exact geometric configuration of the terrain. The topographical configuration is described using two length scales.

a. h = The maximum height above the assumed horizontal upstream surface.

b. L = The typical length scale of the configuration. We shall adopt the commonly used definition of L, which is the distance from the crest where the elevation e above the environment is h/2.

In approximating the effect of a specific configuration, an estimate should be made of the appropriate values of h and L for which the analytical expression best describes the specific configuration, as shown for example in figure 3-10. Figure 3-10a shows a two dimensional ridge or a three dimensional hill, and figure 3-10b shows escarpment. In the case of an escarpment with sharp angles, the data at the top of figure 3-11 should be used.

For separation, distinction must first be made between configurations with mild slopes where $h/L \leq 0.5$ and configurations with steep slopes where $h/L > 0.5$. Most of the estimates are for mild slopes. Slightly larger (up to 20% at most) maximum speed-up values can occur in configurations with steep slopes, due to flow separations (See Figure 3-9b).

3.5.1 Speed Up Above the Crest of Topographical Configurations

Simple guidelines for estimating the speed-up variations near small scale topographical features for atmospheric boundary layer flow over hills with low slope are given below.

The maximum of $\triangle$ S (not of u) occurs near the surface at the hilltop. Based on this model the following guidelines are provided;

a. $\triangle S_{max} = 2\ (h/L)$ For 2-D ridges or valley with negative value of h. Separation for valley flow can occur for slopes greater than 0.3 or less.

b. $\triangle S_{max} = 0.8\ (h/L)$ For 2-D escarpments.

c. $\triangle S_{max} = 1.6\ (h/L)$ For 3-D axisymmetric hills.

These estimates should only be used for h/L up to about 0.5. In separated flows, a small increase in $\triangle S_{max}$ is expected up to $\triangle S_{max} = 1.2$.

The above 2-D cases are for flows perpendicular to the 2-D configuration. For flows at an angle to the 2-D configuration, L should be adjusted as follows:

$L = L_o / \cos \theta$ Where $\theta$ id the angle between the flow direction and normal direction, $L_o$.

It should be noted that there may be a significant (approx. 20°) change in wind direction over 2-D terrain features for non-normal flows.

The fractional speed-up at higher elevation above the hilltop can be estimated using the exponential decay law;

$$\triangle S(o,z) = (\triangle S_{max})\ (\exp\ [-E\ z/L])$$

Where E = 3 for 2-D hills
E = 2.5 for 2-D escarpments
E = 4 for 3-D hills

For an estimate of the speed-up at x not equal to zero, estimates of the decay of the speed-up away from the crest are much less certain. For hills, above the elevation of the top of the hill, the following may be used;

$$\triangle S = (\triangle S_{max})\ (\exp\ [-E(z_1^2 + x^2)^{1/2}/L])$$

where $E = 3$ for 2-D ridges
$E = 4$ for 3-D hills
$z_1$ is the height above the hill crest, see Figure 3-12

According to this equation, the constant $\triangle S$ lines become circles. This procedure gives values which are close estimates for $\triangle S$ downstream of hills. It gives slightly larger values of $\triangle S$ upstream of the hill. For estimating the velocity upstream of hills, figure 3-11 can be used.

### 3.5.2 Computing Optimal Anemometer Height Downwind of 2-D Slopes (Ridges and Lee Slopes)

Data obtained from wind-tunnel simulation of 40 2-D ridge and 48 2-D lee slope model simulations are summarized in Table 3-3 to show the decrease in anemometer error with distance from the hilltop and height of the anemometer above ground. A 2-D ridge has a shape approximated by Figure 3-9a while a 2-D lee slope is a hill with a broad top so that the geometry would appear as in Figure 3-10b with velocity from the right in the figure. Data are provided for open country and suburban surface roughness and for a variety of slope angles. Distance x has its origin at the point where the downward slope of the ridge or lee slope begins. The range of validity of the data in table 3-3 is for ridge or lee slope heights of 40 feet to 170 feet. Smaller ridge heights are expected to give smaller anemometer heights than listed, but possibly longer relative distances. In all cases, the anemometer should be no less than 1.5H (1.5 times the height of local roughness elements). Where an error category only appeared below 1.5H, the minimum anemometer height $Z_m$ was set to 1.5H in Table 3-3 and $X_m$ was set to not applicable, NA, indicating any location on the slope above elevation 1.5H is acceptable.

Example: Given: A generally flat plane breaks into a 9 degree average slope to a river bottom 80 feet below the plane. The estimated surface roughness length $Z_o$ is 0.03 meters (grassy area with some trees and buildings). A proposed anemometer location is 500 ft down the slope from the break. Find minimum anemometer heights to limit anemometer shielding to 20 or 30 percent.

Solution: Use table 3-3, lee slope, open country, 9 degree angle.

For 20% error distance $X_m = 9h = 9(80) = 720$ ft
For 30% error distance $X_m = 8h = 8(80) = 640$ ft

Since $X(=500) < X_m(=720 \text{ or } 640)$, the anemometer is affected by the slope.

From Table 3-3, the height requirement for;
20% error is $Z_m = 70$ ft;
30% error is $Z_m = 40$ ft.

### 3.5.3 Computing Optimal Anemometer Height Downwind of 3-D Slopes (Hills)

3-D hill model simulations are summarized in table 3-4 to show the decrease in anemometer error with distance from the hilltop and height of the anemometer above ground. The 3-D hill shape is approximated by figure 3-10a; however, the upwind and lee slopes need not be similar. Data are represented in a format similar to the 2-D ridge case. Downwind slope angles are limited to 9 or 10 degrees - for larger slope angles separated flow phenomena may occur and might better be predicted by a 3-D obstacle. For the 3-D hill case, the largest effects occur beyond 4 hill heights and so the anemometer height restrictions are different farther from the hilltop. Hill heights used to obtain table 3-4 were 75 ft and 150 ft high. The range of validity may reasonably be over hill heights of 40 ft to 170 ft. Smaller hill heights are expected to give smaller anemometer height requirements than those listed by a small amount.

Example: Given: A 60 ft high grassy hill with scattered 12 ft bushes ($Z_o$ = 0.03m) has an average slope of 6 degrees. An anemometer is to be located 600 ft from the top of the downward slope. Find minimum anemometer heights to limit shielding to 20 or 30 percent.

Solution: Use table 3-4, open country, 6 degree angle, and x/h > 4.

For 20% error distance $X_m$ = 17h = 17(60) = 1020 ft
For 30% error distance $X_m$ = not applicable

Since X(=600) < $X_m$(=1020), the anemometer is influenced by the slope for 20% errors.

From table 3-4, the height requirement for;
20% error is $Z_m$ = 50 ft;
30% error is larger of 1.5 (12) = 18 ft or 20 ft, use 20 ft to avoid 30 % error.

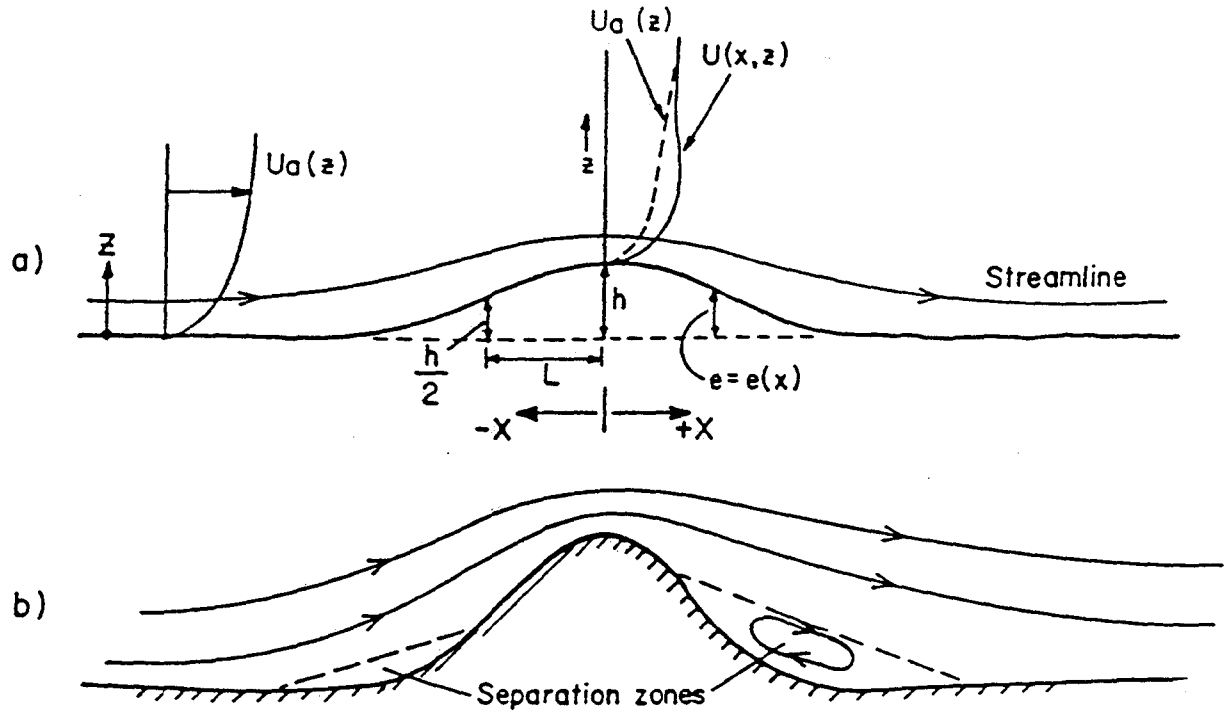



FIGURE 3-9. VELOCITY PROFILES AND SEPARATION ZONES

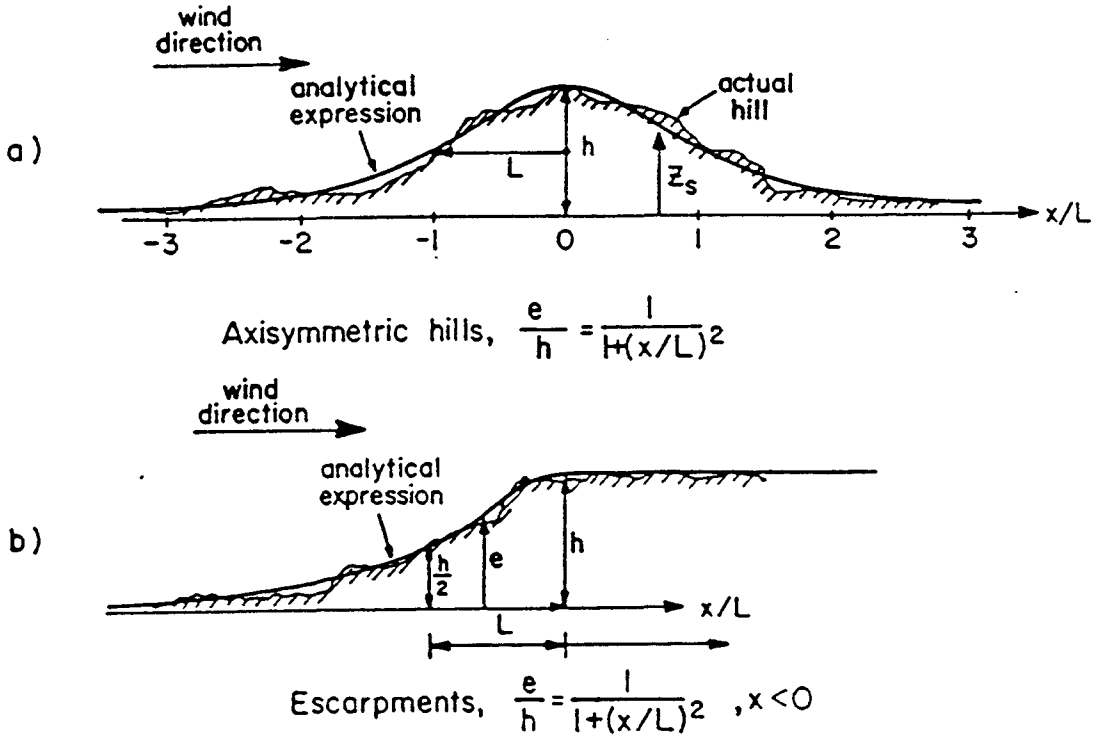
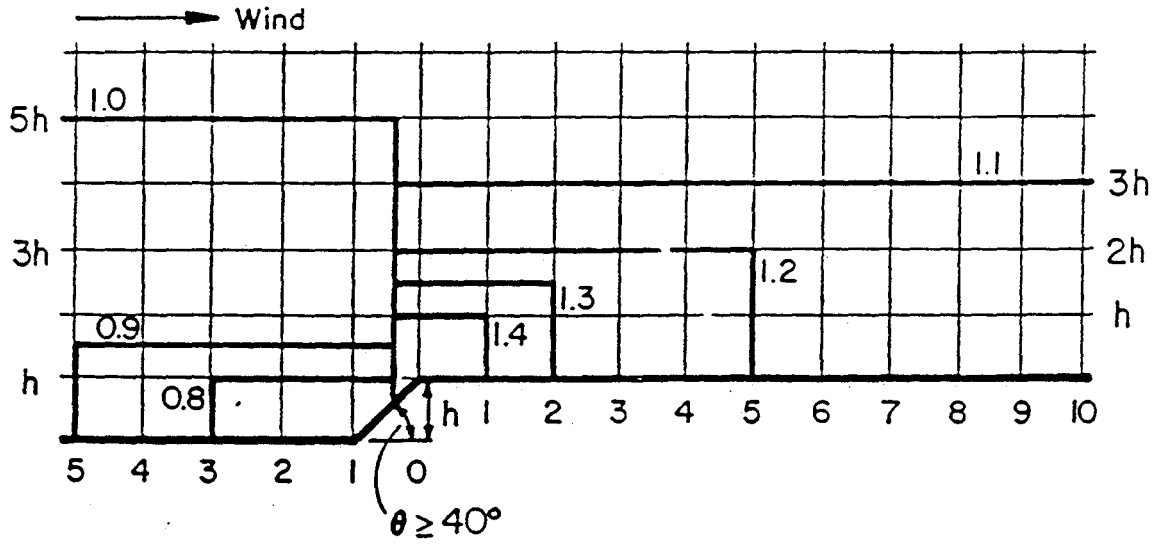



FIGURE 3-10. COMMONLY USED CONFIGURATION IN ESTIMATING THE SPEED-UP



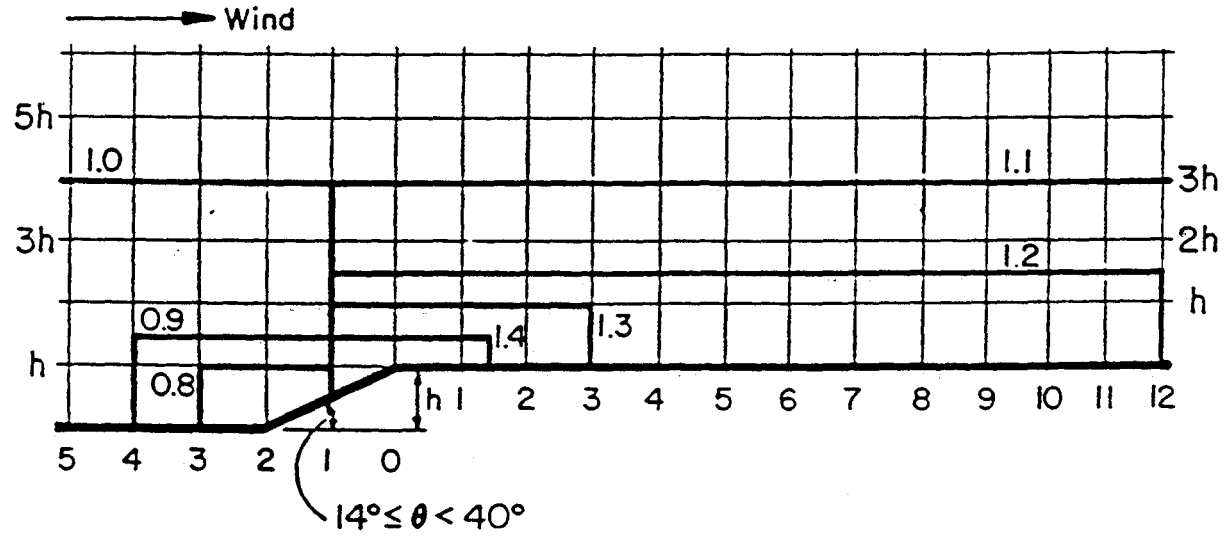




FIGURE 3-11. SIMPLIFIED CONTOURS OF AMPLIFICATION FACTOR A OVER VARIOUS ESCARPMENT SHAPES

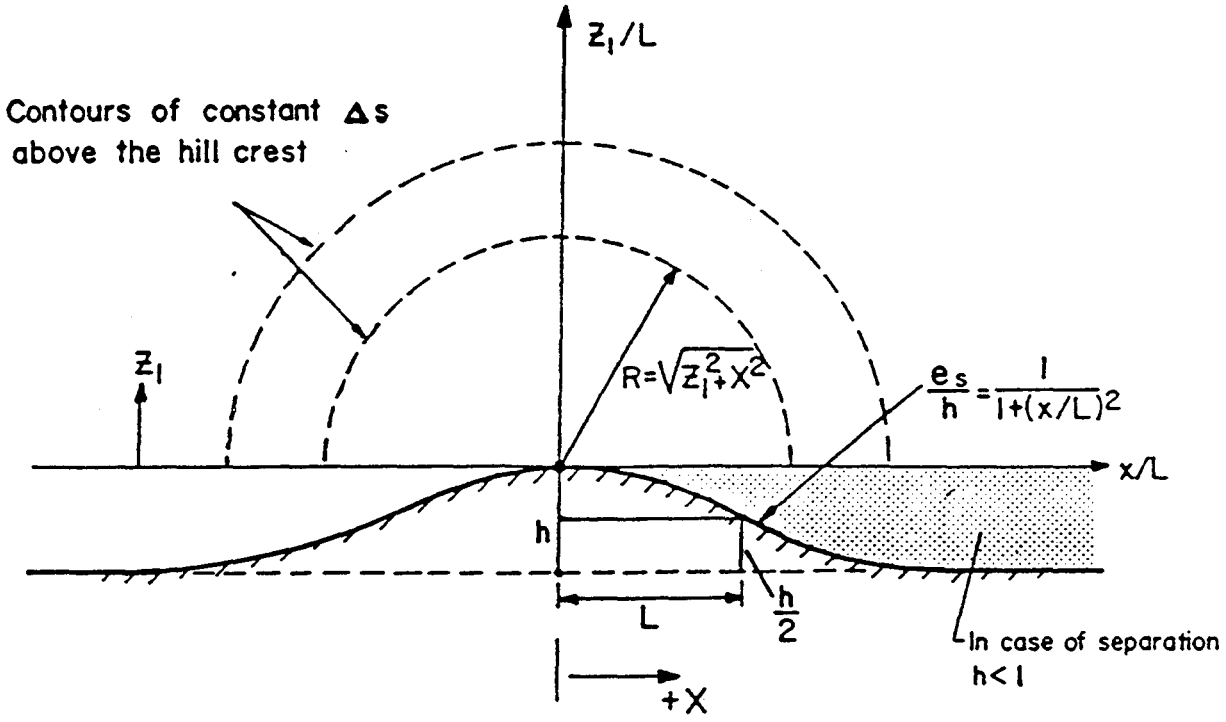



FIGURE 3-12. SPEED-UP FACTORS FOR HILLS

TABLE 3-3. HEIGHT AND DISTANCE REQUIREMENTS TO LIMIT ANEMOMETER ERRORS DOWNWIND OF 2-D RIDGES AND 2-D LEE SLOPES

2-D RIDGE (h = 40 -170 ft)

| Roughness Category | $X_m$ or $Z_m$, ft (see Notes) | Anemometer Error | Downwind Slope Angle, degrees 1-3 | 6 | 9 | 15 |
|---|---|---|---|---|---|---|
| open country ($Z_o \leq 0.03$m) | $X_m$ | 10% | 19h[1] | 14h[1] | 14h[1] | 17h[1] |
| | | 20% | 11h[2] | 12h[2] | 10h[2] | 10h[2] |
| | | 30% | NA | NA | 9h[3] | 9h[3] |
| | $Z_m$ | 10% | 45 | 50 | 75 | 125 |
| | | 20% | 20 | 25 | 45 | 100 |
| | | 30% | 1.5H | 1.5H | 25 | 90 |
| Suburban ($Z_o \geq 0.1$m) | $X_m$ | 10% | 30h | 20h | 17h | 17h |
| | | 20% | 20h | 15h | 12h | 12h |
| | | 30% | NA | 12h | 11h | 11h |
| | $Z_m$ | 10% | 70 | 120 | 140 | 170 |
| | | 20% | 40 | 60 | 90 | 120 |
| | | 30% | 1.5H | 50 | 60 | 110 |

[1]value not to exceed 1500 ft
[2]value not to exceed 1100 ft
[3]value not to exceed 900 ft

2-D LEE SLOPE (h = 40-170 ft)

| Roughness Category | $X_m$ or $Z_m$, ft (see Notes) | Anemometer Error | Downwind Slope Angle, degrees 1-3 | 5-7 | 9-11 | 15 |
|---|---|---|---|---|---|---|
| open country ($Z_o \leq 0.03$m) | $X_m$ | 10% | NA | 12h | 12h | 11h |
| | | 20% | NA | NA | 9h | 9h |
| | | 30% | NA | NA | 8h | 8h |
| | $Z_m$ | 10% | 1.5H | 70 | 120 | 180 |
| | | 20% | 1.5H | 1.5H | 70 | 70 |
| | | 30% | 1.5H | 1.5H | 40 | 50 |
| Suburban ($Z_o \geq 0.1$m) | $X_m$ | 10% | 24h | 19 | 19 | 19 |
| | | 20% | NA | 12 | 12 | 12 |
| | | 30% | NA | 10 | 10 | 10 |
| | $Z_m$ | 10% | 70 | 210 | 220 | 230 |
| | | 20% | 1.5H | 110 | 150 | 170 |
| | | 30% | 1.5H | 100 | 100 | 140 |

Notes:
a. h is ridge height, H is roughness element height
b. $X_m$ = minimum distance from top of downward slope to avoid stated error for anemometer $Z<Z_m$
c. $Z_m$ = minimum height above ground to avoid stated error for anemometer at $X<X_m$. All $Z_m$ must be > 1.5H
d. 1.5H indicates height $Z_m$ of 1.5 times actual height of local roughness elements

TABLE 3-4. HEIGHT AND DISTANCE REQUIREMENTS TO LIMIT ANEMOMETER ERRORS DOWNWIND OF 3-D HILLS

| Roughness Category | $X_m$ or $Z_m$, ft (see notes) | Anemometer Error | Downwind Slope Angle, degrees 3 | 6 | 9 |
|---|---|---|---|---|---|
| *x/h*>4 | | | | | |
| Open Country ($Z_o \leq 0.03$) | $X_m$ | 10% | 30h | 20h | 18h |
| | | 20% | 23h | 17h | 12h |
| | | 30% | NA | NA | NA |
| | $Z_m$ | 10% | 70 | 70 | 70 |
| | | 20% | 30 | 50 | 60 |
| | | 30% | 1.5H | 1.5H | 1.5H |
| Suburban ($Z_o \geq 0.1$m) | $X_m$ | 10% | 25h | 21h | 15h |
| | | 20% | 22h | 13h | 11h |
| | | 30% | NA | 11h | 9h |
| | $Z_m$ | 10% | 170 | 140 | 180 |
| | | 20% | 50 | 80 | 110 |
| | | 30% | 1.5H | 50 | 60 |
| *x/h*<4 | | | | | |
| Open Country ($Z_o \leq 0.03$m) | $Z_m$ | 10% | 1.5H | 1.5H | 1.5H |
| | | 20% | 1.5H | 1.5H | 1.5H |
| | | 30% | 1.5H | 1.5H | 1.5H |
| Suburban ($Z_o \geq 0.1$m) | $Z_m$ | 10% | 1.5H | 60 | 50 |
| | | 20% | 1.5H | 40 | 40 |
| | | 30% | 1.5H | 30 | 30 |

Notes:

a. h is hill height, H is roughness element height

b. $X_m$ = minimum distance from top of downward slope to avoid stated error for anemometer $Z > Z_m$.

c. $Z_m$ = minimum height above ground to avoid stated error for anemometer at $X < X_m$. All $Z_m$ must be >1.5H or 20 ft, whichever is larger.

d. 1.5H indicates height $Z_m$ of 1.5 times actual height of local roughness elements.

## 4. Worked Examples

The following examples provide worked examples of typical problems encountered in the siting of individual LLWAS anemometers.

### 4.1 Example 1

This example treats 3-D obstacles in a suburban environment.

### 4.2 Example 2

This example covers both a three dimensional obstacle and a forest or canopy of trees.

### 4.3 Example 3

This example combines 2-D and 3-D situations with a forest canopy.

### 4.4 Example 4

This example compares two sites, one being the least sheltered reference site, and both being impacted by a suburban to open country roughness change.

### 4.5 Example 5

This example demonstrates the combined effects of speed-up over a hill and sheltering from a canopy of trees.

### 4.6 Example 6

This example demonstrates the combined effects of an upwind 2-D ridge, trees, and a building.

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 1 _____ DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| 1) Cluster of trees | 055-065 | 450 | 6.0 | 52 | 120 | |
| 2) Cluster of trees | 070-120 | 425 | 7.0 | 57 | 350 | |
| 3) Cluster of trees | 120-140 | 700 | 4.75 | 63 | 200 | |
| 4) Cluster of trees | 330-005 | 750 | 3.5 | 51 | 400 | |

LLWAS SITE EVALUATION REPORT
EXAMPLE 1

AIRPORT_____ DATE_____

**STATION**_____

**EVALUATOR(S) COMMENTS:** This site is sitting in an open country environment, with suburbs containing clusters of trees to the NNW - SE. According to Fig. 3-1, cluster (1) causes 30% shielding, cluster (2) causes over 50% shielding, cluster (3) causes 26% shielding, and cluster (4) causes 40% shielding at the site. In order to reduce the shielding to 20% from all the aforementioned clusters, the anemometer needs to be raised to twice the height of the tallest cluster (Fig 4), which is 2 X 63' or 126'. Therefore, the anemometer should be put on a 130' pole.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 2 _____ DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| Cluster of trees | 037-052 | 130 | 26.5 | 55 | 150 | |
| Cluster of trees | 115-155 | 200 | 14 | 55 | 250 | |
| Canopy of trees | 195-340 | 50 | | 50 (mean ht.) | | $\alpha$ = .26 |

LLWAS SITE EVALUATION REPORT
EXAMPLE 2

AIRPORT_____ DATE_____

**STATION** This site is sitting in a suburban environment.

**EVALUATOR(S) COMMENTS:** The clusters to the NE and SE are 3-D obstructions. They are only 2-4 tree heights away from the site, and therefore cause greater than 40% shielding since $X_R$ is less than 1 (Fig. 3-3). In order to reduce the shielding to 20%, the anemometer must be at twice the tree height (Fig. 3-4) which in this case is 2 X 55' or 110'.

The adjacent canopy of trees to the west of the site has a mixture of trees ranging from 35' to 65', and therefore is somewhat rough ($\alpha$= 0.26). According to Fig. 3-6, with this power law exponent, the anemometer should be 59' higher than the mean forest height in order to minimize to shielding to 20%. This puts the anemometer at 50' + 59' or 109'.

In this case, it would be best to add ten feet (to allow for tree growth), and put the anemometer on a 120' pole.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 3 _____ DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| 1) Tree | 355-020 | 70 | 36.5 | 50 | 30 | |
| 2) Canopy of trees | 100-127 | 900 | 2.0 | 40 | Depth =600', | = .26 |
| 3) Row of trees | 128-145 | 935 | 3.3 | 59 | | |
| 4) Cluster of trees | 178-192 | 880 | 3.0 | 50 | 300 | |
| 5) Cluster of trees | 225-255 | 540 | 5.5 | 57 | 200 | |
| 6) Warehouse | 290-305 | 950 | 2.25 | 42 | 250 | |

LLWAS SITE EVALUATION REPORT
EXAMPLE 3

AIRPORT_____ DATE_____

**STATION** This site is sitting in a suburban environment.

**EVALUATOR(S) COMMENTS:** The tree (1), clusters of trees (4), cluster of trees (5) and warehouse (6) are all 3-D obstructions since their widths are less than ten times height. According to Fig. 3-2, tree (1) causes over 50% shielding, cluster (5) causes 50 % shielding, and warehouse (6) causes 21% shielding at the site. To minimize the shielding from cluster (5) to 20 %, the anemometer needs to be twice the cluster's height (Fig. 3-4), which is 2 X 57' or 114'.

The canopy (2) causes about 13% shielding at the site (Table 3-1 and Figure 3-7). The row of trees (3) is a 2-D obstruction, and therefore causes 32% shielding at the site (Fig. 3-5). In order to reduce the shielding to 20%, the anemometer should be raised to 1.7 times the height of the row of trees (Fig. 3-5), which is 1.7 X 59' or 100'.

The cluster (5) creates the requirement for the highest anemometer level (114'). Therefore, the anemometer should be placed on a 120' pole.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

## LLWAS SITE EVALUATION REPORT

EXAMPLE 4

AIRPORT _____ STATION Remote Site 20' Agl DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| Suburban interface | 080-140 | 700 | | | | $\alpha$ = .24 |
| | | | | | | site = .13 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 4 CF Site 20 Agl DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| Suburban interface | 080-140 | 2200 | | | | $\alpha$ = .24 |
| | | | | | | site = .13 |
| | | | | | | |
| | | | | | | |
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LLWAS SITE EVALUATION REPORT
EXAMPLE 4

AIRPORT_____ DATE_____

**STATION**_____

**EVALUATOR(S) COMMENTS:** The example compares the effect of a suburban to open country roughness change at a CF (centerfiled) site and a remote (both out of the E-S). The CF site, being the more open site, is 2200' (670 m) from the roughness change ($\alpha$ = .24 to $\alpha$ = .13), while the remote site is 700' (213 m) from the roughness change. In order to determine the ratio of the windspeed at the remote site (U(Z)r) to the windspeed at the CF site (U(Z)c) from the E-SE, (both anemometers are at 20' or 6.1 m), it is necessary to first compare the windspeed at the sites with the windspeed at the sites with the windspeeds at the sites with the windspeed at a hypothetical (10 m) reference site ($U_1$), located in the suburban roughness upstream of the sites, by using Table 3-2 and the steps in Section 3.4.1. The ratio of the windspeed at the remote site (X = 213 m.) to the windspeed at the reference site, $U_r/u_1$ = 1.15. The ratio of the windspeed at the CF site (X = 670 m) to the windspeed at the reference site, $U_c/U_1$ = 1.22. Therefore, the ratio of the windspeed at the remote site to the windspeed at the CF site, $U_r/U_c$ = 15/22 = .94. This indicates that the remote site is 6% shielded compared to the CF site with E - SE winds, which is tolerable.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

# LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 5 _____ DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| Terrain drops | All directions | 500 | -12 | -80 | | |
| Canopy of trees | All directions | Adjacent | | 60 | | $\alpha = .27$ |

LLWAS SITE EVALUATION REPORT
EXAMPLE 5

AIRPORT_____ DATE_____

**STATION**_____

**EVALUATOR(S) COMMENTS:** This site is located on top of an approximately symmetric hill, and is in the middle of a rather rough canopy of trees (due to some shattering of the canopy, and the roughness of the terrain). Ignoring the speed-up factor of the hill, the anemometer would have to be 67' above the mean canopy height to reduce the shielding to 20% (Fig. 3-6). This would mandate a 60'+ 67' or 127' anemometer.

However, the hill causes a speed-up at the site. This speed-up (at the surface) is computed from the equation for $\Delta S$ max in line 3.5.1 (c), $\Delta S$ max =1.6 h/L, where $\Delta S$ max is the fractional speed-up, h is the height of the hill (80') and L is the distance from the hilltop to a point halfway down the hill (one-half of 500' or 250'). $\Delta S$ max = 1.6 (80')/(250') = 0.51. However, the anemometer will be about 100' above the surface, and therefore, the equation for $\Delta S$ above the hilltop must be used to compute the speed-up at anemometer level. This equation is: $\Delta S(Z) = (\Delta S \text{ max})(\exp[-EZ/L])$, where Z is the anemometer height (100') and E is 4 for 3-D hills. $\Delta S(100') = (.51)(\exp[-EZ/L]) = (0.51)(\exp[-(4)(80')/(250')]) = 0.14$; i.e., there is a 14% speed-up at 100'. Since the anemometer can tolerate 20% shielding, the combined effect of the shielding from the tree canopy and the speed-up from the hill should equal 20% shielding. Since the hill creates a speed-up factor of 14%, the tree canopy can cause no more shielding than 1-0.8/1.14 or 30%. Using Fig. 3-6, the anemometer can be 42' above the mean canopy height (60') to receive 30% shielding, or 120'. Therefore, a 110' pole should be utilized at this site.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 6 DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| 1a) Ridge (base) | 010-120 | 500 | 0 | 0 | | |
| 1b) Ridge (top) | 010-120 | 1100 | 7.6 | 150 | | |
| 2) Tree | 150-160 | 300 | 8.5 | 50 | 52 | |
| 3) Building | 240-270 | 800 | 2.0 | 33 | 415 | |
| 4) Cluster of Trees | 290-310 | 500 | 6.3 | 60 | 175 | |

LLWAS SITE EVALUATION REPORT
EXAMPLE 6

AIRPORT_____ DATE_____

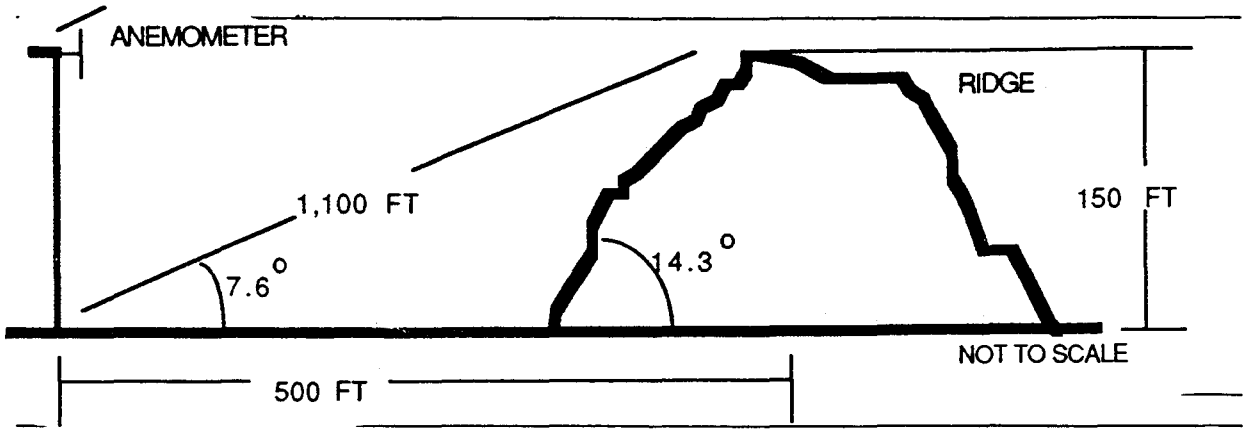
**STATION**_____

**EVALUATOR(S) COMMENTS:** The drawing below shows the positions of the ridge and anemometer. The station is in an open country environment. Using Table 3-3, 2-D ridge, open country, 15° angle; 20% error distance $X_m$ = 10h = 1,500'. Since X (=1,100) is less than $X_m$(=1,500), the anemometer is affected by the ridge. From Table 3-3, the height requirement for 20% error is $Z_m$= 100'.

The tree and cluster of trees are 3-D obstructions. From Fig. 3-1, the tree causes 23% error, and the cluster causes 33% error. In order to reduce the error to 20% from the tree and the cluster, the anemometer needs to be raised (using Fig. 3-4) to 88' to 120', respectively.

The building is 2-D obstruction. From the formula in Section 3.2.1 for low obstacles. The building causes 17% error, which is tolerable.

Therefore, the anemometer should be placed at 120' in order to counteract the effects of both the cluster of trees and the ridge.




PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

**ORDINANCE AND RESOLUTION FACT SHEET** **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH ATTORNEY SCOTT J. CHAFIN, RELATIVE TO CERTAIN CONSENT DECREE MATTERS AND TO OTHERWISE PROVIDE WITH RESPECT THERETO** | 4/6/22 | OFFICE OF THE CITY ATTORNEY<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

To authorize the execution of a Retainer Agreement with Scott J. Chafin, to serve as outside legal counsel for the City of Shreveport on a contingency basis related to litigation on behalf of the City of Shreveport related to the consent decree.

**All**

## BACKGROUND INFORMATION

The City desires to retain the services of Scott J. Chafin, to provide legal advice, counsel and representation to the City on certain matters related to the consent decree.
Scott J. Chafin will be compensated 30% of the gross proceeds of recovery by settlement or judgment solely for claims arising from certain matters related to the consent decree.

## TIMETABLE

Introduction: **April 12, 2022**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None

| FINANCES | SOURCE OF FUNDS |
|---|---|
| None | NA |

## CONCLUSION

**FACT SHEET PREPARED BY:** Ronald F. Lattier, City Attorney

**RESOLUTION NO. 53 OF 2022**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH ATTORNEY SCOTT J. CHAFIN, RELATIVE TO CERTAIN CONSENT DECREE MATTERS AND OTHERWISE PROVIDE WITH RESPECT THERETO**

BY:

**WHEREAS,** the City of Shreveport ("City") desires to retain the services of Scott J. Chafin to serve as outside legal counsel for the City of Shreveport on a contingency basis related to litigation on behalf of the City of Shreveport related to certain matters involving the consent decree; and

**WHEREAS**, the Office of the City Attorney recommends the employment of such special legal counsel to advise, counsel and represent the City in these matters pursuant to Section 8.03 of the City Charter.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a Retainer Agreement with Scott J. Chafin, Attorney at Law, to provide legal representation, counsel and advice to the City of Shreveport, substantially in accordance with the terms and conditions of the draft thereof which was filed for public inspection, together with the original copy of this resolution in the office of the Clerk of Council on January 11, 2022.

**BE IT FURTHER ORDAINED** that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared to be severable.

**BE IT FURTHER ORDAINED** that all ordinances or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

_____

**City Attorney's Office**

**CONSENT DECREE LITIGATION**

This Retention Agreement (hereinafter this "Agreement") is entered into by and between The City of Shreveport ("Shreveport") and Scott J. Chafin ("Outside Counsel"), effect as of _____, 2022. on this _____ day of _____ 2022, by and between the City of Shreveport, a duly organized

**RECITALS**

**WHEREAS,** the City is to retain the services of Scott J. Chafin as outside counsel to provide legal advice, counsel and representation in connection with certain matters related to the consent decree.

**WHEREAS,** Scott J. Chafin desires to accept such engagement.

**IT IS THEREFORE AGREED** between the City of Shreveport and Scott J. Chafin that:

Scott J. Chafin will provide legal advice, counsel, and representation to the City of Shreveport in connection with certain matters related to the consent decree as requested by from time to time by the City Attorney.

In consideration of performing said services and advancing necessary costs and expenses required to fulfill his responsibilities, it is hereby agreed that Scott J. Chafin shall be compensated with 30% of the gross proceeds of recovery by settlement or judgment solely for claims arising from certain matters related to the consent decree.

In addition to the attorney fee, Scott J. Chafin will advance all costs of representation. It is also agreed that if recovery is made on the City of Shreveport's behalf, the City of Shreveport will repay the costs and expenses from the funds recovered, and Scott J. Chafin is hereby authorized to make direct disbursements for such expenses, costs and advances from any settlement or judgment funds. It is understood and agreed that the repayment by the City of Shreveport of the costs and expenses is contingent upon the outcome of the City of Shreveport's case. The City of Shreveport will not be responsible for payment of these costs and expenses if there is no recovery on the City of Shreveport's behalf.

Subject to the prior written approval of the City Attorney, Scott J. Chafin shall be authorized to

retained outside experts or consultants, the services of which are necessary to aid Scott J. Chafin in fulfilling its obligations and responsibilities to the City of Shreveport hereunder.

Scott J. Chafin agrees that at no time shall he or any Partner, Associate or employee associated with any firm to which he is associated, with will utilize against the City of Shreveport, its officers, employees, and agents, in litigation or otherwise, information of any nature or kind obtained directly or indirectly from or as a consequence of its representation of City of Shreveport.

This Agreement may be terminated in whole or in part by either party at any time by notifying the other in writing at least thirty (30) days prior to the effective date of such termination.

The parties expressly acknowledge and agree that in entering into this Agreement, that no party shall be liable to the other for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further that under the provisions of LSA-R.S. 23:1034, person employed by either party to this Agreement shall be considered an employee of the other party to the other party to this Agreement.

This Agreement shall be reasonably construed and substantial compliance with its terms, conditions and obligations are hereby intended, unless the context or a literal compliance requires otherwise. Whenever approval or consent is herein required by either party to this Agreement, the same shall not be unreasonably or arbitrarily withheld.

No failure of either party to this Agreement to exercise any power or right given hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with terms hereof.

The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions and to this end the Agreement is hereby declared severable.

This Agreement shall constitute the entire agreement between the parties and shall not be otherwise affected by any other purported undertaking, whether written or oral.

The City of Shreveport specifically acknowledges that Scott J. Chafin is only representing the City of Shreveport in connection with the certain matters described above. If the City of Shreveport desires representation in any other matter, a separate contract must be signed. In the absence of such a contract, Scott J. Chafin will have no responsibility or liability to the City of Shreveport for any other legal matters resulting from this accident or any other incident.

The City of Shreveport acknowledges reading this agreement in its entirety and agrees to and understands the terms and conditions set forth herein. The City of Shreveport acknowledges that there are no other terms or oral agreements existing between Scott J. Chafin and the City of Shreveport. This agreement may not be amended or modified in any way without the prior written consent of Scott J. Chafin and the City of Shreveport. The City of Shreveport acknowledges receipt of a copy of this agreement at the time of execution of this agreement.

***(Remainder of page intentionally left blank)***

# FACT SHEET

**TITLE**
A resolution authorizing the approval of a price change and entering a contract with Hol-Mac Corporation for the purchase of eighteen (18), 25 cubic yard rear loaders packers, and otherwise providing with respect thereto.

**DATE**
April 12, 2022

**ORIGINATING DEPARTMENT**
Finance
Public Works

**COUNCIL DISTRICT**
City-wide

**SPONSOR**

**PURPOSE**
To secure the purchase of 18 needed garbage trucks for the City of Shreveport, as to not interfere with the current garbage pickup within the city

**BACKGROUND INFORMATION**
In March of 2021 the City of Shreveport received bids for the purchase of eighteen (25) yard packers. Hol-Mac was the low bidder with a unit price of $163,000 per vehicle. A purchase order was issued based on this price with a delivery date of 90 to 120 days. Due to supply chain issues Hol-Mac did not deliver the packer in the time frame promised.

On March 17,2022, Hol-Mac notified the City that there would be an increase in the cost of the packers of $20,286 per unit. Hol-Mac has since reduced the unit price to $180,611 which is a unit increase of $17,611 per packer for a total increase of $316,998.

Due to the delayed delivery of the packers, we have rented (10) packers since July of 2021 at a cost of approximately $70,000 per month. The City also advertised and received bids for an additional (15) packer on March 17, 2022, using the exact same specification used last year. The lowest bidder Hol-Mac submitted a price of $254,800 per unit which is an increase of $91,800 higher per unit than last year's bids and the only other bidder was approximately $120,000 per unit higher. Other vendors refused to bid on the packers due to the uncertainty of being able to secure the chaises. The anticipated delivery for these packers would be in late 2023.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENTS**
Exhibit "A", "B", "C", "D" and "E" attached

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
$316,998

**SOURCE OF FUNDS**
2022 Budgeted funds for the purchase of Packers

**ALTERNATIVES**
(1) Adopt the resolution as submitted, or (2) Amend the resolution, or (3) Reject the resolution.

**RECOMMENDATION**
It is recommended that the City Council adopt the resolution.

**FACT SHEET PREPARED BY:** Danielle N. Brown, Deputy Director of Litigation

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION AUTHORIZING THE APPROVAL OF A PRICE CHANGE AND ENTERING A CONTRACT WITH HOL-MAC CORPORATION FOR THE PURCHASE OF EIGHTEEN (18), 25 CUBIC YARD REAR LOADERS PACKERS, AND OTHERWISE PROVIDING WITH RESPECT THERTO.**

**BY COUNCILMEMBER:**

**WHEREAS,** on March 16, 2021, the City of Shreveport's Purchasing department solicited bids on behalf the Public Works department for the purchase of (18) eighteen, 25 cubic yard rear loaders packers ("garbage trucks");

**WHEREAS**, a total of four (4) bids came in, with the lowest responsive bid being that of Hol-Mac Corporation;

**WHEREAS**, on or about March 25, 2021, Hol-Mac Corporation was issued a purchase order (IFB 21-005), with the grand total of all items being $2,934,000.00 (unit price being $163,000.00);

**WHEREAS,** sometime after the bid was awarded the City's Public Works department was notified by Hol-Mac, that there would be a delay in the delivery of the garbage trucks, of about 90-120 days, as there were global supply chain issues that would impact the delivery of the chassis, an essential part needed for the garbage trucks;

**WHEREAS**, on March 17, 2022, the City was notified that there would be an additional cost for the chassis of $20,286 per chassis, thus increasing the grand total of all item to $3,299,148 (unit price being $183,286);

**WHEREAS**, Hol-mac, has since reduced the grand total of all items to $3,250,998 (unit price being $180,611);

**WHEREAS**, the City has reached out to all other bidders on this project and found that not only has the cost of such an order has increased, but that none of the other bidders could charge this amount or less;

**WHEREAS**, on March 17, 2022, the City solicited bids for additional garbage trucks, with the

lowest bidder, being Hol-mac, submitting a unit price of $254,800 and a delivery date in the latter part of 2023;

**WHEREAS**, the City is currently renting garbage trucks that cost the city approximately $70,0000.00 a month and the availability of those trucks are not guaranteed as they are currently being purchased upon the termination of the rental agreement by other entities;

**WHEREAS,** should the City solicit for a new bid the earliest the garbage trucks could be delivered is sometime in the year 2023;

**WHEREAS**, the increased of cost would necessitate a change order, which would reflect the increased cost beyond that of the bid award;

**WHEREAS**, the Director of Public Works believes that such purchase is necessary to ensure that the scheduled garbage pickup for the City of Shreveport is not discontinued;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Shreveport is authorized to enter into a contract with Hol-Mac Company for the purchase of (18) eighteen, 25 CY rear loader packers for the increased amount of $3,250,998 (unit price being $180,611).

**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application of this resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared to be severable.

**BE IT FURTHER RESOLVED** that all resolutions or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

City Attorney's Office

HOL-MAC
CORPORATION

**March 17, 2022**
**City of Shreveport**
**Attention: Renee Anderson**
**Office of the Purchasing Agent**
**Government Plaza-Suite 610**
**505 Travis Street**
**Shreveport, LA 71101-3042**

Dear Ms. Anderson,

Due to the late delivery of International Chassis for the 25CY Rear Loader Packers associated with Bid IFB# -21-005, Hol-Mac Corporation (HMC) will not be able to deliver the trucks at the original bid price of $163,000.00.

The International chassis have been delayed 7-8 months as of this date, and this has prevented HMC from producing these vehicle bodies. Had HMC received the chassis on time, we would have fulfilled the pricing and time of delivery requirements for this bid even with ongoing hyper-inflation occurring.

The costs below are reflective of the increases in material costs that HMC has incurred from the original estimated time of chassis delivery to present date, as well as the sum of the additional surcharges that have been placed on these chassis.

| | |
|---|---|
| Original Chassis Sales Price - | $88,274.66 |
| Total chassis surcharges - | $9004.00 |
| **Updated Chassis Sales Price -** | **$97,278.66** |

**Detail provided in attached pdf from Pliler International**

| | |
|---|---|
| Additional costs to HMC since delay of chassis: | |
| Raw material surcharges - | $6833.00 |
| Hydraulic component surcharge (hoses, cylinders, valves, PTOs, pumps, etc.) - | $1455.00 |
| Electrical and miscellaneous surcharges - | $319.00 |
| **Total HMC Surcharges -** | **$8607.00** |

HOL-MAC
CORPORATION

**SUMMARY OF UPDATED PRICE**

| | |
|---|---|
| Unit price at bid - | $163,000.00 |
| Chassis surcharge - | $9004.00 |
| HMC surcharge - | $8607.00 |
| **New delivered unit price -** | **$180611.00** |

It is unfortunate to be in this position due to events that are outside of our control, but had the chassis arrived as originally estimated then HMC would have delivered these units within the 200-day delivery window stated in the bid response without an increase in cost.

Sincerely,

Jamie Holder, CEO

Pliler INTERNATIONAL IDEALEASE

To Whom it may concern,

As I'm sure you are aware, the cost of materials has increased significantly over the last 11 months. Our suppliers of engines, transmissions, tires, and other raw materials have increased their pricing to counteract rapid inflation and supply chain disruptions. We have accumulated the following price increases of which will be extended to the price of the chassis for the City of Shreveport IFB21-005.

| | | | |
|---|---|---|---|
| Original chassis sale price | $88,274.66 | (18 units) | $1,588,943.88 |
| Material surcharge MY23 | $3,000 | | G-797C: |
| Freight increase | $250 | | G-781B |
| Tire surcharge | $1200 | | G-805 |
| 2023 MY increase | $2,656 | | G-799 |
| Tire changes | $1898 | | due to supply chain |
| Total increase | $9004 | | |
| Updated pricing | $97,278.66 | (18 units) | $1,751,015.88 |

Sincerely,

Shane Smith
President

HOL-MAC
CORPORATION

P. O. BOX 349 • HIGHWAY 15 SOUTH
BAY SPRINGS, MISSISSIPPI 39422
601-764-4121 • FAX 601-764-3438

City of Shreveport
Attention: Renee Anderson
Office of the Purchasing Agent
Government Plaza-Suite 610
505 Travis Street
Shreveport, LA 71101-3042

Dear Ms. Anderson:

I am sure you are aware of the global supply chain issues that are affecting almost everything and everyone in our country. Hol-Mac Corporation is no different and we have been working extremely hard to shield our customers from the impact the supply chain crisis is having on us.

The International chassis we bid had a quoted delivery of 90-120 days when we submitted our bid. We received several notifications that the chassis were scheduled to be delivered, only to be moved out again. The latest update we received stated the chassis are now scheduled to be produced between 2\19\22 and 3\5\22. If they are completed and ready to ship in this timeframe they should be at our factory between late March to mid- April at which time we can begin producing your units.

We recently received notification that the chassis now have a surcharge of $7,106 for each chassis. Our material cost per unit has increased $13,380 since the bid date. Our total cost increase since the bid date is $20,486 at this time. This surcharge is a pass through and does not include any profit.

HOL-MAC
CORPORATION

P.O. BOX 349 • HIGHWAY 15 SOUTH
BAY SPRINGS, MISSISSIPPI 39422
601-764-4121 • FAX 601-764-3438

We regret this situation and if the chassis had arrived last year as originally scheduled, we could have sold you these units at the bid price even though our material cost had increased significantly, from when our bid was submitted. The delay of the delivery of the chassis was out of Hol-Mac's and the chassis dealer's control. The global pandemic caused the shortage of components needed to complete these chassis and has prevented Hol-Mac from delivering your units. The long delay of the chassis delivery has allowed our cost to increase to extreme levels of which we have never seen. As a result, we cannot deliver these units at the prices we bid. We have never found ourselves in this awkward position. It is our desire to cover our increased cost of these trucks and deliver them to you as soon as possible.

Sincerely,

Jamie Holder
President

FROM:

Hol-Mac Corporaton

PO Box 349/150 Commerce Dr.

Bay Springs, M

License # CV-20

CITY OF SHREVEPORT - RECEIPT FOR BIDS RECEIVED

505 Travis Street Suite 610 Shreveport, LA 71101 ● P O BOX 31109 Shreveport LA 71130

MAR 16 2021 AM09:15

DATE AND TIME RECEIVED:

RECEIVED FROM: Hol-Mac Corporation

IFB/RFP/RFQ/RFS NO.: 21-005 RECEIVED BY: DA

PROJECT/ITEM: 25 CY Rear Loader Packers

OPENING DATE AND TIME: 3/16/21 @2pm

**SEALED BID FOR:**

**IFB Number:** #21-005

**Project Name:** 25 CY Rear Loader Packers

**Opening Date:** March 16, 2021

**Attention: Use this format on the outside of your container when responding with a paper bid.**
**We do not accept faxed responses for formal solicitations!**

**BID PRICES/SIGNATURE PAGE**
(RETURN ONE ORIGINAL AND ONE COPY WITH YOUR BID)

# COS BID FORM #1

I agree to furnish all items for the prices as listed below in accordance with all the specifications, terms and conditions listed herein, or with exceptions as listed on the deviation page.

**IFB 21-005 Bid Title: 25 CY Rear Loaders Packers**

| ITEMS BELOW MUST BE COMPLETED BY BIDDER | | | | | |
|---|---|---|---|---|---|
| ITEM # | EST. AMT. (A) | U/M | COMMODITY | UNIT PRICE (B) | TOTAL PRICE (C) |
| 1 | 18 | EA | 25 CY REAR LOADERS PACKERS | $ 163,000.00 | $ 2,934,000.00 |
| Total Price: A x B = C | | | Grand Total of all items | | $ 2,934,000.00 |

**Estimated delivery time is: 200 days after receipt of purchase order.**

Additional units may be purchased by the City at the same prices listed above for as long as these models are available or until: **March 16**, 20**22**. **If date is not provided, then prices will be guaranteed for as long as the above models are available. If mutually agreeable with successful bidder and other public agencies this bid will be made available to them.**

**Maintenance and repairs facility is located within 11 miles of Shreveport, Louisiana. (Maximum of 11 miles.)**

The City reserves the right to renew any resultant contract(s), if mutually agreeable with the contractor, for four additional years in one year increments with price changes limited to paragraph 7, Price Changes, in the Special Instructions to Bidders herein.

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 45 days). In compliance with the Invitation, and subject to all conditions thereof, the bidder offers and agrees, if this bid is accepted within 45 days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery F.O.B destination* **ON AN AS NEEDED BASIS**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. Acting on behalf of the bidder, this is to attest that the undersigned is a duly authorized representative of the above captioned firm, corporation, or business and has read Sections 10, & 20, as referenced on the previous page.

| | |
|---|---|
| **BIDDERS NAME/ADDRESS:**<br>**HOL-MAC CORPORATION**<br>**PO BOX 349**<br>**160 COMMERCE DRIVE**<br>**Bay Springs, MS 39422** | **NUMBER OF ADDENDA RECEIVED (If NONE-write 0 or N/A or none, etc.):**<br>N/A OR: #1 |
| **AUTHORIZED SIGNATURE(MANUAL):** | **AUTHORIZED SIGNATURE(TYPED OR PRINTED):**<br>**John Harris** |
| **TITLE:**<br>**Territory Sales Manager** | **DATE:**<br>**March 15, 2021** |
| **PHONE NUMBER(S)** **601-764-7050** | **EMAIL ADDRESS:** **harris.john@hol-mac.com** |
| **Provide Deviations from terms, conditions, provisions and specifications below & on extra page, if applicable:** | |

# CITY OF SHREVEPORT LA
# BID SPECIFICATIONS
## 25 CUBIC YARD HIGH COMPACTION REAR LOADING
## REFUSE COLLECTION TRUCK

INTENT:

This specification describes a hydraulically actuated packer body and chassis of the rear loading type with the following minimum specifications necessary to perform the work assigned. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulically ejecting the load from the body.

GENERAL TERMS:

The manufacturer of all equipment provided under this contract shall be ISO 9001 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1999, and shall be manufactured in the United States of America.

GUARANTEE: (provide copy of warranty statement with bid submittal)

**YES** The body shall be covered by a Twenty Four (24) month warranty.

JH **3 YEAR HYDRAULIC CYLINDER WARRANTY**

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

JH **QUARTERLY MAINTENANCE INSPECTION**
**ON SITE WARRANTY SERVICE**

Vendor Name: Hol-Mac Corporation

BRAND NAMES

Yes or No Deviations

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services. **Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the bid opening at (318) 673-5450**

BID QUOTATION

Bidder shall complete every space in the specification bidders proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.

CAPACITY

| | | | |
|---|---|---|---|
| The packer body shall have a capacity, excluding the receiving hopper, of not less than: 25 Yds | [x] | [ ] | |
| The hopper shall have a capacity of three and ninety-four hundredths (3.94) cubic yards. | [ ] | [x] | 3.61 cubic yds |
| The structural integrity of the body shall allow high density loading of 1,000 pounds per cubic yards of normal refuse. | [x] | [ ] | |

BODY CONSTRUCTION

| | | | |
|---|---|---|---|
| The body shall have a street side access door to allow entrance to body for service | [x] | [ ] | |
| In order to prevent damage from corrosion and fire, no hydraulic cylinders, valve or other hydraulic components shall come in contact with refuse packed into the body. | [x] | [ ] | |
| Body sides & roof shall be of curved stress skin construction interfacing with the corner mainframe bolsters. Rear bolsters shall be formed channel @ the major upper & lower connecting points of the mainframe. Front bolster shall be a formed channel @ the major upper & lower connecting points. All sidewall and roof members shall be continuous welded. | [x] | [ ] | |
| Body roof shall be minimum 8 gauge, 80,000 PSI minimum yield hi-tensile steel sheet fully welded to a full length 11 gauge 50,000 PSI yield roof crown rail to contain and dissipate forces equally through the body structure. | [ ] | [X] | roof 10 ga 80,000psi 10 ga AR450 |
| Body sides shall be minimum 8 gauge, 80,000 PSI minimum yield high tensile steel sheet, fully welded to roof crown rail and to a floor skirt rail. | [ ] | [X] | 10 ga 80,000 PSI and 10 ga AR450 |



JH

Vendor Name: Hol-Mac Corporation

| | Yes or No | Deviations |
|---|---|---|
| Rear mainframe body side bolsters shall be contoured shaped to sidewall with, minimum 7 gauge 80,000 PSI minimum yield. Reinforcement bolsters shall be full welded to the curved body side sheets. | [x] / [ ] | |
| Body Floor shall be flat full width and must not have inboard guide rails or a trough. Floor shall be a minimum 7 gauge 80,000 PSI minimum yield steel sheet. | [x] / [ ] | 7 ga 80,000 PSI |
| Floor longitudinals (long members) shall be a formed trapezoidal shape with a base sill of 7 gauge 80,000 PSI minimum yield formed steel channels and shall be continuous welded to the floor sheet. | [x] / [ ] | 7 ga Hol-Mac Design |
| Floor cross members shall be 7 gauge 80,000 PSI minimum yield steel channels. Cross members shall be interlaced through the long members on approximately 18" centers to fully support the floor. Cross members shall be full width, single piece. (No Exceptions) | [x] / [ ] | Long members are full length without interruption<br>7 ga cross-members are interlaced and fully welded |

TAILGATE CONSTRUCTION

| | Yes or No | Deviations |
|---|---|---|
| Tailgate sides shall be single piece 3/16" 150,000 PSI minimum yield abrasion resistant plate steel. | [x] / [ ] | 10 ga 80,000 PSI |
| Tailgate side reinforcement shall consist of 11 gauge 50,000 PSI formed steel channels fully welded to the perimeter edge of the tailgate side sheets. An interlaced network of 11 gauge 50,000 PSI and 7 gauge 80,000-PSI minimum yield formed steel channels shall also be fully welded to the tailgate side for superior support. | [x] / [ ] | |
| Hopper floor shall be minimum 3/16" 150,000 PSI minimum yield 321 BHN abrasion resistant steel plate. | [x] / [ ] | exceeds w/ 1/4 " |
| Hopper floor lateral reinforcement shall consist of a 3/16" 80,000 PSI minimum yield formed "Z" channel crossmember. Forward hopper reinforcements shall be provided by a lateral network of 3/16" 80,000 PSI and 3/8" 50,000 PSI minimum yield formed steel channel crossmembers. | [x] / [ ] | |
| Hopper front compaction face shall be minimum 5/16" 150,000 PSI minimum yield abrasion resistant steel plate. | [x] / [ ] | 1/4" |
| Tailgate shall be equipped with heavy duty 1" diameter turnbuckles, one on each side of body, to secure the tailgate in the closed position against the body to prevent leakage. | [ ] / [x] | automatic latch |
| Two (2) grab handles shall be located on each side of the tailgate for operator safety and comfort. One handle is to be mounted horizontally above the riding step. The other shall be mounted in the vertical plane, with the bottom edge no less than 44" above the steps. The latter shall also be attached to the rearward face of the perimeter of the tailgate reinforcement. | [x] / [ ] | |
| The rear steps shall be bolt-on design fabricated from 12 gauge, 3 diamond Grip Strut, slip resistant, self-cleaning material. Located on each side of the tailgate, they shall provide footing area for a single rider. The steps must conform to ANSI standards. | [x] / [ ] | |
| The tailgate shall be raised with two (2) single acting 4" bore hydraulic cylinders. The cylinders shall incorporate an integral orifice, which will limit the descent speed of the tailgate in the event of hydraulic failure. | [x] / [ ] | (2) Double-acting 3.25" bore x 38" stroke with orifice , solid rod |



JH

Vendor Name: Hol-Mac Corporation

| | Yes | or | No | Deviations |
|---|---|---|---|---|
| The tailgate shall be equipped with a one piece, removable rubber gasket. The gasket, which shall have a durometer rating of 35-45 and tensile strength of 1500-1800 PSI shall extend across the entire bottom width of the tailgate and provide for watertight seal vertically up the side for no less than 21". | [x] | | [ ] | |
| The hopper sill shall be formed from 3/16", 80,000-PSI high tensile steel. | [x] | | [ ] | |
| Tailgate spill troughs shall be included on both curbside and street side | [ ] | | [x] | not required w/ pac-mac design |
| A work light shall be included to illuminate the hopper area. | [x] | | [ ] | |
| The rear hopper area shall be equipped with a tailgate-to-driver buzzer system installed on both the curbside and street side of the hopper. | [x] | | [ ] | |
| PACKING MECHANISM | | | | |
| Packing cycle control shall be mechanical, lever operated on the right hand side of the tailgate. A two lever design, the operator shall have the capability to start, stop and reverse the direction of any function at any time throughout the packing cycle. | [x] | | [ ] | |
| Packing mechanism control valve shall be centrally located within the upper confines of the hopper, under upper light crossmembers. | [x] | | [ ] | |
| The packing cycle time is no greater than 17-19 seconds. Operator reload time is greater than 6-8 seconds. | [x] | | [ ] | |
| Packing mechanism shall consist of two primary structures, the upper packing panel and the packing blade. | [x] | | [ ] | |
| UPPER PACKING PANEL | | | | |
| The upper packing panel shall be mounted to the tailgate weldment with two (2) sets of upper and lower link arms. Each upper link arm shall be secured to the panel and tailgate with two (2) induction hardened cold drawn steel pins. The lower link arms shall be connected to the tailgate with induction hardened pins and to the panel with heat treated, induction hardened cold rolled steel hinge pins. | [ ] | | [x] | upper panel slides in a track |
| The upper packing panel shall be constructed from 3/16" 150,000 PSI minimum yield, abrasion resistant steel plate in all areas of refuse contact. The packing blade hinge lugs shall be constructed from 50,000 PSI minimum yield steel plate. | [x] | | [ ] | |
| Primary compaction by the upper panel shall be accomplished with two (2) double acting 5" bore hydraulic cylinders. Located outside of the hopper confines, the cylinders shall produce a minimum force of 73,600 pounds. | [x] | | [ ] | |
| Forward hinged side doors on each side of the tailgate shall provide access to the outside cylinders. The doors shall be easily opened without hand tools. The side doors shall prevent operator contact with the packing mechanism components as well as protect the components from the outside elements. | [x] | | [ ] | not requred w/ Pac-Mac design cylinders located inside tailgate,above packer |
| PACKING BLADE | | | | |
| The packing blade shall be mounted to and pivot on the upper panel hinge lugs with heat treated, induction hardened cold rolled steel pins. | [x] | | [ ] | |



JA

| | Yes | or | No Deviations |
|---|---|---|---|
| The packing blade shall be constructed with 3/16" 150,000 PSI minimum yield, abrasion resistant steel plate and capable of resisting shearing and breaking forces of large objects during the compacting cycle. | [x] | [ ] | |
| Pre-compaction by the packing blade shall be accomplished with two (2) double acting, 5 ½" bore cushioned hydraulic cylinders. Located inside the hopper confines, the packing blade cylinders shall produce a minimum force of 111,670 pounds (33.25 PSI). | [x] | [ ] | |
| All packing mechanism links shall have replaceable hardened steel bushings for extended service life. Wear shoes or rollers shall not be acceptable in high compaction packing mechanisms. | [x] | [ ] | all pivots have replaceable hardened steel bushings<br>UHMW shoes used in track |
| All cylinder and link pivot pins shall be kept in place with minimum Grade 5 retaining bolts, lock nuts and lock collars. | [x] | [ ] | |
| Each hopper full of material shall be compressed between the packing blade, upper panel and ejector panel. The ejector panel shall be automatically advanced by an ejector unload valve. No operator attention shall be required to advance the ejector panel as the body fills. | [x] | [ ] | |
| The packing mechanism shall be equipped with an "automatic crowd" pressure sensing device, which will enable the packing mechanism to find a path through the load which will neither stall the mechanism nor damage the structure thereby prolonging the hopper floor and mechanism life. | [x] | [ ] | |

DISCHARGE OF LOAD

| | | | |
|---|---|---|---|
| The load shall be discharged by means of a positive ejection system. A double acting, telescopic hydraulic cylinder shall extend and retract the ejector panel the full length of the body. The ejector cylinder shall attach to the body and the ejector panel via cold-drawn, pins positioned diagonally to minimize possible damage from objectionable liquids. | [x] | [ ] | |

The ejector cylinder shall have the following dimensional characteristics:

| STAGES | BORE | STROKE | | | |
|---|---|---|---|---|---|
| 4 | 6" | 134.1" | [x] | [ ] | 3 stage 6 1/2" bore<br>124 stroke |

| | | | |
|---|---|---|---|
| The ejector panel face sheet shall be constructed from 11 gauge hi-tensile steel. Four (4) hi-tensile formed steel channels shall span horizontally, with one (1) trapezoidal crossmember at floor level. The vertical panel corner posts shall be hi-tensile steel. A 7 gauge hi-tensile steel protective covering shall be provided to keep refuse from coming in contact with the ejector cylinder. | [x] | [ ] | |
| The ejector panel shall extend and retract without the assistance of clamp bars or associated hardware. | [x] | [ ] | |
| Smooth movement of the ejector panel in the body shall be achieved with two (2) cast alloy shoes on each side of the ejector panel. Shoe castings shall possess a minimum contact surface of 18 square inches each shoe side and having a minimum hardness of 260 BHN. Each shoe shall pivot on a removable cold drawn stub pin held within the fully boxed base frame of the ejector panel. Four (4) shoes shall be provided for each ejector panel and shoes must be replaceable without removing the ejector from the body. Rollers shall not be used. | [x] | [ ] | UHMW Shoes |



JH

| | Yes or | No Deviations |
|---|---|---|
| Ejector guide bottom edge shall be located above longitudinal floor corners. The top flange of the guide channel shall be reinforced with a 45° plate, which shall also serve as a self-cleaning device. The track shall also minimize pivotal movement of the ejector panel as refuse is packed against it. | [x] | [ ] |
| Plastic (non-metallic) ejector shoe material is not acceptable. | [ ] | [x] UHMW |
| The rod end of the ejector cylinder shall be pin mounted at the front of the body to the main lateral bolster of the body longitudinal members thus affording maximum resisting bending moment. | [x] | [ ] |
| **CONTROLS** | | |
| The ejector panel and tailgate raise controls shall be mounted outside the body on the front left hand side of the body. Direct connection of the control handles to the valve spool shall exist to minimize moving parts and allow for ease of service. | [x] | [ ] |
| An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle. | [x] | [ ] |
| An additional throttle advance switch shall be located at the front left hand side of the body within hands reach of the ejector and tailgate raise controls. | [x] | [ ] |
| Power take off controls shall be conveniently mounted in the cab, preferably to right side of the driver. | [x] | [ ] |
| **HYDRAULIC SYSTEM** | | |
| A heavy duty pump motive drive shall be provided and shall be compatible with that of chassis transmission. The pump drive shall be activated by a hot shift PTO with overspeed protection | [x] | [ ] |
| The pump motive drive must run quietly. Gearing shall be selected for minimum engine RPM compatible with recommended pump RPM for correct operating pressure and rates of flow for the refuse body. | [x] | [ ] |
| To minimize hydraulic cylinder weight, a high-pressure hydraulic system shall be employed. The operating pressure of the system shall be 2400-2500 PSI. Low-pressure systems shall not be acceptable. | [x] | [ ] |
| A heavy-duty gear pump shall be provided with a rated capacity of 42 GPM at 1200 RPM. Pump shall be directly mounted to the PTO. | [x] | [ ] |
| The hydraulic pump shall be designated to operate continuously with peak loading at frequent, short intervals. | [x] | [ ] |
| The hydraulic system shall incorporate adjustable relief valves to protect all components from excessive pressure and overloads. | [x] | [ ] |
| All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise. | [x] | [ ] |
| All hydraulic tubes running the length of the body shall be routed over the roof on the street side bias of the body. | [x] | [ ] |
| All hydraulic hoses shall conform to S.A.E. standards for designed pressure. Bends shall not be less than recommended by S.A.E. standards. Flat spots in hoses will not be acceptable. | [x] | [ ] |



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Vendor Name: Hol-Mac Corporation

| | Yes or | No Deviations |
|---|---|---|
| All high-pressure hoses shall be sheathed with fabric protective covering. | [x] | [ ] |
| The hydraulic oil reservoir shall be frame mounted underneath the body and shall have a gross capacity of 50 gallons filled with hydraulic fluid. | [x] | [ ] |
| The tank shall be complete with a screened fill pipe and cap, filter breather, clean out cover, and shut off valve. | [x] | [ ] |
| The hydraulic system shall be protected by a five (5) micron return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line. | [x] | [ ] |
| The return line filter shall also include an in-cab filter by-pass monitor, which shall alert the operator or service personnel when the filter is in need of replacement. | [x] | [ ] |
| All multi-spool control valves shall be of a section design such that servicing would not require replacement of the entire valve assembly. | [x] | [ ] |
| **HYDRAULIC CYLINDERS** | | |
| All cylinders must have a working pressure rating of no less than 2500 PSI. | [x] | [ ] |
| Inside packing cylinders must be of the internal cushion design so that hydraulic shock and audible noise is minimized. This shall be accomplished by a design, which will decrease the speed of the cylinder for the last one-half (1/2") inch of cylinder stroke on both directions of travel. | [x] | [ ] |
| Rods of inside and outside packing cylinders must be induction hardened to a surface hardness of 55-65 Rockwell C scale. | [x] | [ ] |
| Rods of all cylinders shall be chrome plated and solid. | [x] | [ ] |
| All packing cylinder end lugs shall be forged steel material. | [x] | [ ] |
| **ELECTRICAL** | | |
| All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom. | [x] | [ ] |
| All wiring connections to be soldered with rubber-molded covering or crimp type connectors with shrink-wrap. Unprotected wiring in any application is unacceptable. | [x] | [ ] |
| All electrical limit switches shall be epoxy impregnated to minimize effects of excess moisture. | [x] | [ ] |
| **LIGHTING** | | |
| Clearance, back up, and directional lights shall be Lexan lens, shock mounted in a protective housing. The whole unit shall be pop out and replaceable. | [x] | [ ] |
| lights shall be provided in accordance with FMVSS #108, ANSI Z245.1-1999 plus mid body turn signals on each side of the body and a center brake light on the rear. | [x] | [ ] ( |
| **PAINTING** | | |
| The entire body shall be properly cleaned of all dirt, grease, and weld slag before painting. Cleaning shall be in keeping with accepted industry practices. | [x] | [ ] |



JH

| | Yes | or | No Deviations |
|---|---|---|---|
| A seal coat, primer coat and two-component polyurethane enamel topcoat is to be applied. | ☒ | ☐ | |
| The body is to be equipped with ICC regulation high visibility tape. The reflective tape is to be installed on lower body side perimeter and across rear hopper lip. | ☒ | ☐ | |
| The body color shall be white. | ☒ | ☐ | |
| ADDITIONAL FEATURES: | | | |
| **Dual Cart Tippers shall be Installed** | | | |
| Unit shall be equipped with a multi function led Strobe/turn signals | ☒ | ☐ | |
| Unit shall be equipped with Dual Perkins D6080 Cart Tippers | ☒ | ☐ | |
| | ☐ | ☐ | |
| II. CHASSIS **(minimum requirements)** | | | |
| MODEL | | | |
| New 2021 or Newer Set Back Axle Conventional chassis ( Minimum of 75,000 GVWR) | ☒ | ☐ | |
| 157.7" CA | ☒ | ☐ | |
| 224" Wheelbase | ☒ | ☐ | |
| Steerable 13,200 LB pusher axel with size tire 255-70R22.5 | | | |
| 350 HP with 1050 ft lb | ☒ | ☐ | |
| Wet Type Cylinder Sleeves | ☒ | ☐ | |
| Air cleaner: single element | ☒ | ☐ | |
| 12V 160 AMP Alternator | ☒ | ☐ | |
| (3) 12V MF 2775 CCA batteries mounted Driver side cab | ☒ | ☐ | |
| Battery disconnect switch – lever operated | ☒ | ☐ | |
| BW Model BA-921 CUMMINS 18.7CMF single cylinder air compressor with safety valve. | ☒ | ☐ | |
| 115V/1000Watt Engine block heater | ☒ | ☐ | |
| Exhaust: Frame mounted exhaust stack to minimize noise and vibrations from being transferred to the cab structure. | ☒ | ☐ | |
| TRANSMISSION AND EQUIPMENT | | | |
| Allison 3000 RDS_P (or equal) 6-Speed Automatic transmission | ☒ | ☐ | |
| WTEC transmission, Package 113 Push button electronic shift control | ☒ | ☐ | |
| Stalk type mounted ETC relocated inside cab and off floor | ☒ | ☐ | |
| Electronic engine speed control switch in center panel | ☒ | ☐ | |
| Automatic shift to neutral | ☒ | ☐ | |



JH

Vendor Name: Hol-Mac Corporation

| | Yes | or | No Deviations |
|---|---|---|---|
| **FRONT AXLE AND SUSPENSION** | | | |
| Wide track I-beam type front axle; 20,000 lb capacity | [x] | [ ] | |
| Air Cam 16.5" x 6" front brakes | [x] | [ ] | |
| Front slack adjusters | [x] | [ ] | |
| Front dust shields | [x] | [ ] | |
| TRW THP-60 Power Steering with RCH45 auxiliary gear, dual power steering gears to provide maximum torque to steering arms. A single gear and slave cylinder is not acceptable. | [x] | [ ] | |
| 20,000lb Spring Taper leaf front suspension | [x] | [ ] | |
| Front shock absorbers | [x] | [ ] | |
| **REAR AXLE AND SUSPENSION** | | | |
| Single Reduction Rear Tandem Axle; 46,000lb | [x] | [ ] | |
| 4.89 Axle ratio | [x] | [ ] | |
| Air Cam 16.5" x 8.62 rear brakes | [x] | [ ] | |
| Rear slack adjusters | [x] | [ ] | |
| Rear dust shields | [x] | [ ] | |
| Tuftrac Rear Suspension; 46,000 lb capacity or HMX-EX 46,000 LB Capacity | [x] | [ ] | |
| Rubber end bushings | [x] | [ ] | |
| Transverse torque rods | [x] | [ ] | |
| **BRAKE SYSTEM** | | | |
| Antilock Brakes | [x] | [ ] | |
| 4-Channel full vehicle control system | [x] | [ ] | |
| Brake line air dryer | [x] | [ ] | |
| Manual drain valve with pull chain | [x] | [ ] | |
| **FRAME** | | | |
| 7x16x3-9/16x11-1/8 single channel 120,000 PSI yield steel | [x] | [ ] | |
| 3.35 million RBM single frame to be huck bolted in lieu of threaded bolts where possible | [x] | [ ] | |
| **CHASSIS** | | | |
| Bumper to Back of Cab BBC should be 106 inches with steel bumper Freightliner dimension | [x] | [ ] | |
| Two (2) front tow hooks – Frame mounted, inside rail | [x] | [ ] | |



JH

| | Yes or | No Deviations |
|---|---|---|
| **FUEL TANK** | | |
| 80 Gallon Aluminum fuel tank (LH mount) with a 6 gallon diesel exhaust fluid tank | [x] | [ ] _____ |
| **FRONT TIRES, HUBS, AND WHEELS** | | |
| 315 80R 22.5 | [x] | [ ] _____ |
| Front disc wheels; 22.5" 10-stud hub piloted with steel hubs; 5 Hand hole; 9.0 DC Rims | [x] | [ ] _____ |
| **REAR DRIVE TIRES, HUBS, WHEELS** | | |
| 11R22.5 M&S 16-ply | [x] | [ ] _____ |
| Dual disc wheels; 22.5", 10-stud hub piloted with steel hubs; 2 Hand hole; 8.25 DC Rims | [x] | [ ] _____ |
| **ADDITIONAL FEATURES** | | |
| Radio: AM/FM/WB | [x] | [ ] _____ |
| Adjustable tilt and telescoping steering column | [x] | [ ] _____ |
| Dual Hadley air horns, single electric horn | [x] | [ ] _____ |
| Replicable fuses | [x] | [ ] _____ |
| Non removable screen mounted behind grill | [x] | [ ] _____ |
| Gauges electronic speedometer, electric tachometer, electric fuel gauge, coolant gauge, and transmission oil temp gauge | [x] | [ ] _____ |
| High back air suspension driver seat with integral cushion extension and rear cushion tilt and a two-man fixed back passenger seat | [x] | [ ] _____ |
| Self-canceling turn signals | [x] | [ ] _____ |
| Primary mirrors with LH & RH auxiliary mirrors | [x] | [ ] _____ |
| Air conditional with integral heater & defroster | [x] | [ ] _____ |
| Rear cab suspension with air bag | [x] | [ ] _____ |
| **PAINT** | | |
| Cab Color: _White_____ | [x] | [ ] _____ |



JH

# CITY OF SHREVEPORT-PURCHASING DIVISION

P O BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042
Phone 318/673 5450 web site www shreveportla.gov Fax 318/673-5400


March 8, 2021

**ADDENDUM #1**

**IFB #21-005**

**25 CY Rear Loaders Packers**

Bidders on the project are hereby notified that this addendum shall be attached to and made part of the above named solicitation documents dated February 26, 2021. The following items are issued to add to, to modify, and/or clarify the solicitation documents. These items shall have full force and effect as the solicitation documents. Bids, to be submitted on the specified bid date, shall conform to the additions and revisions listed herein. Failure to do so may subject the bid to being declared as non-responsive.

**It shall be the bidder's responsibility to make inquiry as to any addenda issued.**

1.0 Questions and Clarifications

**YES** 1.1 Stalk type mounted ETC relocated inside cab and off floor. Is this a push button shifter built into a tower mounted between the seats? (Or close to it)

**Answer: the stalk mounted gear select means the gear shift is mounted in the dash not on the floor the ETC is the computer mounted in the inside of the truck out the weather we don't want it mounted outside the truck**

**YES** 1.2 On page 20. I would also suggest changing the rear end ratio to 5.63 for Startability. (This will not affect the price)

**Answer: The gear ratio doesn't matter as long as it's between 5.46-5.63**

All questions must be submitted in writing. E-mail questions to DeReka Abner at dereka.abner@shreveportla.gov.

Continue to monitor BidSync and the City website www.shreveportla.gov/solicitations for any additional addenda.

CITY OF SHREVEPORT

Wendy Wagnon

Wendy Wagnon, CPPO
Purchasing Manager

cc: Chris Wilder

JH

# AFFIDAVIT

**ATTESTING THAT ENTITY OR PERSON DOES NOT OWN ADJUDICATED OR LIEN PROPERTY AND DOES NOT OWE OUTSTANDING DEBT TO CITY**

*** * This affidavit is submitted to document compliance with Shreveport City Code 26-211. * ***

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared

**John Harris** authorized representative of:

**Hol-Mac Corporation** with a Federal Tax Identification Number (EIN) of:

**64-0515071** and with a current email address of:

**harris.john@hol-mac.com** who does hereby state as follows, to-wit:

1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.

2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.

3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.

4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.

5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY: _____

Printed Name: **John Harris**

Title: **Territory Sales Manager**

**SWORN TO AND SUBSCRIBED BEFORE ME**, this **15** day of **March**, 20**21**.

Shondra F. Davenport

Notary Public

#109169

Notary Identification Number or LA Bar Roll Number

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 109169 SHONDRA F. DAVENPORT Commission Expires June 5, 2022 MADISON COUNTY

Mail **original** affidavit *via* U.S. mail or Deliver *via* other carrier or hand-delivery to:

Purchasing Division
505 Travis St., Suite 610 | Shreveport, LA 71101

**Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.**

** Form Revised 12/19/2019 **

# City of Shreveport
# FELONY CONVICTION/E-VERIFY AFFIDAVIT

This document must be furnished by the **lowest responsive Bidder** in a separate envelope, or by fax, or e-mail not later than then 10 days after the bid opening. Failure to submit at the specified time may result in the bid being declared as non-responsive. **Do not submit with your IFB document.**

IFB Number: **#21-005**

**By signing this document in accordance with La. R.S. 38:2227, the appearer, as a Bidder on the above project, does hereby attest that:**

1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

1.1 Public bribery (R.S. 14:118)

1.2 Extortion (R.S. 14:66)

1.3 Corrupt influencing (R.S. 14:120)

1.4 Money laundering (R.S. 14:23)

2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

2.1 Theft (R.S. 14:67)

2.2 Identity Theft (R.S. 14:67.16)

2.3 Theft of a business record (R.S.14:67.20)

2.4 False accounting (R.S. 14:70)

2.5 Issuing worthless checks (R.S. 14:71)

2.6 Bank fraud (R.S. 14:71.1)

2.7 Forgery (R.S. 14:72)

2.8 Contractors; misapplication of payments (R.S. 14:202)

2.9 Malfeasance in office (R.S. 14:134)

**3.0 By signing this document in accordance with La. R.S. 38:2212.10, the appearer, as a Bidder on the above project, does hereby attest that:**

3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

**And, executes this document as:**

Company Name: **Hol-Mac Corporation**

Address: **PO Box 349/160 Commerce Drive, Bay Springs, MS 39422**

Phone Number: **601-764-4121** FAX Number: **601-764-4282**

By: _____ **Territory Sales Manager** **3/15/2021**

Signature of Authorized Owner or Representative Title Date

Print Name: **John Harris** E-Mail Address: **harris.john@hol-mac.com**

Fax to: 318-673-5408 **OR** E-Mail to: Dereka.Abner@shreveportla.gov (10-23-15)

License No. CV-2021-00143 2021

Not Transferable
Valid Only at Address Below

# Louisiana Motor Vehicle Commission

This Certifies that

Hol-Mac Corporation
DBA Pac-Mac
160 Commerce Drive
Bay Springs, MS 39422

is duly licensed as a

Converter/Secondary Manufacturer

of the following

Conversion(s): Pac-Mac Refuse & Recycling Equ (KB Series, RL Series, SL Series)

For the period ending December 31, 2021, unless license is sooner revoked.

In Witness whereof, **LOUISIANA MOTOR VEHICLE COMMISSION,** under and by virtue of the authority vested in it by the laws of the **State of Louisiana,** has caused this license to be issued with its seal imprinted hereon.

**LOUISIANA MOTOR VEHICLE COMMISSSION**
Dated January 1, 2021
Signed, Scaled and Attested

*Executive Director*

*(To be prominently displayed in place of business)*

LMVC-DL (R6/06)

INTERNATIONAL

March 15, 2021

**Prepared For:**
City of Shreveport Fleet
Chris Wilder
1731 Kings Highway
Shreveport, LA 71103-
(318)673 - 7450
Reference ID: 25 Yard Packer

**Presented By:**
Pliler International / Idealease
Stephen Pliler
7690 W. 70th Street (I-20)
Shreveport LA 71129 -
(318)221-2681

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

## Model Profile
## 2022 HV607 SBA (HV607)

| | |
|---|---|
| **AXLE CONFIG:** | 6X4 |
| **APPLICATION:** | Packer - Rear Loader |
| **MISSION:** | Requested GVWR: 62000. Calc. GVWR: 62000<br>Calc. Start / Grade Ability: 18.90% / 1.94% @ 55 MPH<br>Calc. Geared Speed: 73.2 MPH |
| **DIMENSION:** | Wheelbase: 226.00, CA: 158.90, Axle to Frame: 55.00 |
| **ENGINE, DIESEL:** | {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| **TRANSMISSION, AUTOMATIC:** | {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer |
| **CLUTCH:** | Omit Item (Clutch & Control) |
| **AXLE, FRONT NON-DRIVING:** | {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity |
| **AXLE, REAR, TANDEM:** | {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63 |
| **CAB:** | Conventional, Day Cab |
| **TIRE, FRONT:** | (2) 315/80R22.5 Load Range L M843 (BRIDGESTONE), 480 rev/mile, 65 MPH, All-Position |
| **TIRE, REAR:** | (8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive |
| **SUSPENSION, REAR, TANDEM:** | {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings |
| **PAINT:** | Cab schematic 100WL<br>Location 1: 9219, Winter White (Std)<br>Chassis schematic N/A |

| Code | Description |
|---|---|
| HV60700 | Base Chassis, Model HV607 SBA with 226.00 Wheelbase, 158.90 CA, and 55.00 Axle to Frame. |
| 1570 | TOW HOOK, FRONT (2) Frame Mounted |
| 1AND | AXLE CONFIGURATION {Navistar} 6x4<br><br>Notes<br>: Pricing may change if axle configuration is changed. |
| 1CGE | FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL |
| 1LLA | BUMPER, FRONT Swept Back, Steel, Heavy Duty |
| 1WGY | WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm) |
| 2ARY | AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity |
| 3AGA | SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers |
| 4091 | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications<br><br>Includes<br>: BRAKE LINES Color and Size Coded Nylon<br>: DRAIN VALVE Twist-Type<br>: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster<br>: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel<br>: PARKING BRAKE VALVE For Truck<br>: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4<br>: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6 |
| 4732 | DRAIN VALVE {Berg} with Pull Chain, for Air Tank |
| 4AZA | AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System |
| 4EBS | AIR DRYER {Bendix AD-9} with Heater |
| 4EXU | BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake |
| 4EXV | BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn |
| 4JBR | BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle |
| 4LAG | SLACK ADJUSTERS, FRONT {Gunite} Automatic |
| 4LGG | SLACK ADJUSTERS, REAR {Gunite} Automatic |
| 4SPA | AIR COMPRESSOR {Cummins} 18.7 CFM |
| 4VKC | AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab |
| 4VKK | AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail |
| 4WBX | DUST SHIELDS, FRONT BRAKE for Air Cam Brakes |
| 4WDM | DUST SHIELDS, REAR BRAKE for Air Cam Brakes |
| 4XDL | BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity |
| 4XDN | BRAKES, REAR {Bendix Spicer ES-165-8X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle |
| 4XEE | PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type |

| Code | Description |
|---|---|
| 5710 | STEERING COLUMN Tilting and Telescoping |
| 5CAW | STEERING WHEEL 4-Spoke; 18" Dia., Black |
| 5PTB | STEERING GEAR (2) {Sheppard M100/M80} Dual Power |
| 6DGZ | DRIVELINE SYSTEM {Dana Spicer} 1710 Main Driveline with 1710 Interaxle Shaft, for 6x4 |
| 7BEV | AFTERTREATMENT COVER Steel, Black |
| 7BLW | EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab |
| 7WAZ | TAIL PIPE (1) Turnback Type |
| 7WCM | EXHAUST HEIGHT 8' 10" |
| 7WDN | MUFFLER/TAIL PIPE GUARD (1) Aluminum |
| 8000 | ELECTRICAL SYSTEM 12-Volt, Standard Equipment<br>Includes<br>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab<br>: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel<br>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever<br>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light<br>: STARTER SWITCH Electric, Key Operated<br>: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector<br>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature<br>: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever<br>: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted<br>: WIRING, CHASSIS Color Coded and Continuously Numbered |
| 8GXD | ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense |
| 8HAB | BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn |
| 8HXT | HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord |
| 8MJU | BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud |
| 8RMH | BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted |
| 8RMV | SPEAKERS (2) 6.5" Dual Cone Mounted in Doors |
| 8RPT | RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input |
| 8THB | BACK-UP ALARM Electric, 102 dBA |
| 8VAY | HORN, ELECTRIC Disc Style |
| 8VUJ | BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab |
| 8WPH | CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade |
| 8WTK | STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection |
| 8WWJ | INDICATOR, LOW COOLANT LEVEL with Audible Alarm |
| 8XAH | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses |

| Code | Description |
|---|---|
| 8XGT | TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender |
| 9AAB | LOGOS EXTERIOR Model Badges |
| 9AAE | LOGOS EXTERIOR, ENGINE Badges |
| 9HAT | GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic |
| 9WAC | BUG SCREEN Mounted Behind Grille |
| 9WBC | FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV |
| 10060 | PAINT SCHEMATIC, PT-1 Single Color, Design 100<br>Includes<br>: PAINT SCHEMATIC ID LETTERS "WL" |
| 10761 | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone |
| 10NZL | SPECIAL RATING, GVWR Limited to 80,000-lb GVWR |
| 10RHG | DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions |
| 10SLV | PROMOTIONAL PACKAGE Government Silver Package |
| 10WCY | SAFETY TRIANGLES |
| 10XAN | FIRE EXTINGUISHER 5 lb Class A B C |
| 10XAP | FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat |
| 11001 | CLUTCH Omit Item (Clutch & Control) |
| 12703 | ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection |
| 12849 | BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines<br>Includes<br>: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door |
| 12ESN | ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| 12THT | FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed<br>Includes<br>: FAN Nylon |
| 12UWZ | RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler<br>Includes<br>: DEAERATION SYSTEM with Surge Tank<br>: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps<br>: RADIATOR HOSES Premium, Rubber |
| 12VBC | AIR CLEANER Single Element |
| 12VHR | FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021 |
| 12VXU | THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel |
| 12WZE | EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations |
| 12XBM | ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines |

| Code | Description |
|---|---|
| 13AAZ | AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged |
| 13AVS | TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer |
| 13WET | TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission |
| 13WLP | TRANSMISSION OIL Synthetic; 29 thru 42 Pints |
| 13WUK | ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170 |
| 13WVV | NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released |
| 13WYH | TRANSMISSION TCM LOCATION Located Inside Cab |
| 13WYU | SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming |
| 13XAL | PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission |
| 14GRD | AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63 |
| 14RAR | AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside and Outside Cab; Includes Lift/Lower Switch Inside Cab on Dash; Pressure Gauge and Pressure Regulator Outside Cab |
| 14UAA | AXLE SPACING, FIRST PUSHER 45" Ahead of Drive Axle |
| 14UMX | SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings |
| 14WCP | TORQUE RODS {Hendrickson} TRAAX Rods, Longitudinal Only |
| 14WCR | TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only |
| 14WNH | AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity, One Self-Steer Axle |
| 15DYP | DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab |
| 15LNR | FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine |
| 15SJZ | FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab |
| 16030 | CAB Conventional, Day Cab |
| 16BAM | AIR CONDITIONER with Integral Heater and Defroster |
| 16GDC | GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display |
| 16HGH | GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission |
| 16HKT | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster |
| 16JNT | SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust |
| 16SMH | SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment |

| Code | Description |
|---|---|
| 16SNL | MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width<br><br>Notes<br>: Mirror Dimensions are Rounded to the Nearest 0.5" |
| 16VKB | CAB INTERIOR TRIM Classic, for Day Cab<br><br>Includes<br>: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger<br>: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted<br>: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap |
| 16WSK | CAB REAR SUSPENSION Air Bag Type |
| 16XCK | WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors |
| 16XJN | INSTRUMENT PANEL Flat Panel |
| 16ZBT | ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab |
| 27DPN | WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc |
| 28DTJ | WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs |
| 29PAS | PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint |
| 34ACJ | WHEELS, LIFT AXLE PUSHER {Accuride 51408} Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >> |
| 60AKG | BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions |
| 7382135432 | (8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive |
| 7752525421 | (2) TIRE, PUSHER 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, All-Position |
| 7762549052 | (2) TIRE, FRONT 315/80R22.5 Load Range L M843 (BRIDGESTONE), 480 rev/mile, 65 MPH, All-Position |
| | **Services Section:** |
| 40128 | WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A<br><br>inspection sticker |

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# SPECIFICATION

For "RLX25 BRUTAL" Extra High Compaction Rear Loader
Truck-Mounted, 25 Cubic Yard Rear Loader Body.

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF RESIDENTIAL OR COMMERCIAL REFUSE. THIS SPECIFICATION DESCRIBES A HYDRAULICALLY ACTUATED PACKER BODY OF THE REAR LOADING TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS NECESSARY TO PERFORM THE WORK ASSIGNED.

**UNIT WILL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED FACILITY.**

THE BODY SHALL CONFORM TO THE LATEST ANSI Z245 SPECIFICATION AS WELL AS THE FEDERAL MOTOR VEHICLE SAFETY STANDARD FMVSS-108 AT THE TIME OF MANUFACTURE.

ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

1. THE MINIMUM CAPACITY OF THE BODY SHALL BE 25 CUBIC YARDS EXCLUSIVE OF THE HOPPER.
2. THE MINIMUM CAPACITY OF THE HOPPER SHALL BE 3.61 CUBIC YARDS WITHOUT THE USE OF A HOPPER LOADING SILL EXTENSION.
3. THE BODY SHALL BE DESIGNED TO ALLOW HIGH DENSITY COMPACTION OF 1000 LBS. PER CUBIC YARD OF HOUSEHOLD REFUSE.
4. THE UNIT SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED FACILITY.

## BODY DIMENSIONS

1. THE MAXIMUM OVERALL WIDTH SHALL BE 96 INCHES.
2. THE MAXIMUM OVERALL LENGTH SHALL BE 250 INCHES.
3. THE MAXIMUM HEIGHT ABOVE THE CHASSIS FRAME SHALL BE 98" INCHES.
4. THE INSIDE WIDTH OF THE BODY SHALL BE 85 INCHES AT THE WIDEST POINT.
5. THE INSIDE HEIGHT OF THE BODY SHALL BE 84 INCHES AT THE HIGHEST POINT.
6. THE MINIMUM WEIGHT OF THE BODY AND THE TAILGATE (LESS SPECIAL OPTIONS) SHALL BE 14,000 LBS.

## BODY CONSTRUCTION

1. THE BODY SHALL HAVE A SMOOTH FLOOR WITHOUT A TROUGH. NO CYLINDERS, VALVES OR OTHER HYDRAULIC COMPONENTS SHALL BE EXPOSED TO REFUSE PACKED INTO THE BODY.

2. THE BODY FLOOR, SIDES AND ROOF SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND MAXIMUM IMPOSED FORCE OF RESIDENTIAL REFUSE WITHOUT STRUCTURAL DAMAGE OR EXCESSIVE WEAR.

3. THE BODY SIDES SHALL BE FABRICATED FROM 10 GAUGE 80,000 PSI YIELD STEEL AND BE OF A CURVED ONE-PIECE DESIGN.

4. THE BODY ROOF SHALL BE FABRICATED FROM 10 GAUGE 80,000 PSI YIELD STEEL AND BE OF A CURVED ONE-PIECE DESIGN.

5. A 46" X 35" BODY SIDE DOOR SHALL BE LOCATED ON THE DRIVER'S SIDE. THE DOOR SHALL BE HELD SHUT BY A SPRING-LOADED LATCH.

6. THE BODY FLOOR SHALL BE FABRICATED FROM A SINGLE SHEET OF 7 GAUGE HI-TENSILE STEEL, WITH NO DEPRESSION OR TROUGH.

7. THE BODY LONGITUDINAL SHALL BE 8" X 3" STRUCTURAL TUBE.

8. THE FLOOR CROSS MEMBERS SHALL BE TAPERED FROM THE LONG SILL OUTBOARD TO THE BODY SIDE SHEET.

9. THE FLOOR CROSS MEMBERS SHALL BE FABRICATED FROM 7 GAUGE HI-TENSILE STEEL.

**TAILGATE DIMENSIONS**

1. THE MINIMUM HOPPER OPENING SHALL BE 80" WIDE AND 56" HIGH TO PERM UNOBSTRUCTED LOADING OF THE TAILGATE HOPPER.

2. THE TOP OF THE LOADING SILL SHALL BE EQUAL HEIGHT TO THE TOP OF CHASSIS FRAME TO FACILITATE EASY LOADING.

3. THE OVERALL HEIGHT ABOVE THE CHASSIS FRAME WITH TAILGATE RAISED SHALL BE 167 INCHES.

4. THE LENGTH OF THE TAILGATE SHALL BE 75"

**TAILGATE CONSTRUCTION**

1. THE LOWER TAILGATE SIDES SHALL BE FABRICATED FROM ASTM A-514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.

2. THE HOPPER FLOOR AND CHUTE SHALL BE FABRICATED FROM 1/4" ASTM A-514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.

3. THE TAILGATE SIDES SHALL BE REINFORCED WITH HI-TENSILE STEEL CHANNELS INTERLACED

AND FULLY WELDED TO THE SIDE SHEETS.

4. THE HOPPER AND CHUTE FLOOR SHALL BE REINFORCED WITH HI-TENSILE STEEL CHANNELS.

5. THE TAILGATE SHALL BE SECURED TO THE BODY WITH TAILGATE LOCK BARS MADE OF ASTM A-514 STEEL. THE TAILGATE LOCKS SHALL OPERATE AUTOMATICALLY WHEN THE TAILGATE IS RAISED OR LOWERED.

6. THE TAILGATE SEAL SHALL EXTEND A MINIMUM 24 INCHES UP THE BODY SIDE.

7. TWO GRAB HANDLES SHALL BE LOCATED ON EACH SIDE OF THE TAILGATE.

8. THE REAR STEPS SHALL BE FABRICATED FROM OPEN GRIP MATERIAL WITH A MINIMUM STANDING SURFACE OF 330 SQUARE INCHES PER STEP. THE STEPS SHALL COMPLY WITH A.N.S.I. STANDARDS. STEPS SHALL BE OF A BOLT-ON DESIGN.

## PACKING MECHANISM

1. THE PACKING CYCLE SHALL BE CONTROLLED BY A TWO-LEVER CONTROL THAT ALLOWS THE OPERATOR TO START, STOP AND REVERSE THE DIRECTION OF ANY FUNCTION AT ANY POINT DURING THE PACKING CYCLE.

2. THE TAILGATE CONTROL VALVE SHALL BE LOCATED WITHIN THE TAILGATE. IT SHALL BE A SECTIONAL VALVE.

3. THE PACKING MECHANISM SHALL CONSIST OF TWO PRIMARY COMPONENTS: THE SLIDE AND THE PACKER (SWEEP) BLADE.

   A. THE PACKING MECHANISM SHALL BE MOUNTED ON FOUR WEAR SHOE ASSEMBLIES UTILIZING UHMW POLY WEAR SHOES. THE SHOES SHALL BE REPLACEABLE WITHOUT REMOVING THE SLIDE ASSEMBLY FROM THE TAILGATE.

      THE PACKER AND SLIDE SHALL BE HINGED BY TWO 3" DIAMETER ALLOY STEEL PINS. THESE PINS SHALL ALSO SUPPORT THE (2) LOWER WEAR SHOE ASSEMBLIES.

   B. THE SLIDE FACE SHALL BE CONSTRUCTED FROM 3/16" ASTM A-514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.

   C. THE PACKER BLADE SHALL BE MOUNTED TO, AND PIVOT ON, THE SLIDE. THE PACKER BLADE SHALL BE FABRICATED FROM HI-TENSILE STEEL PLATE, OF VARYING THICKNESS FROM 10 GA. TO 1/2"

   D. THE PACKER SHALL HAVE REPLACEABLE HEAT TREATED BUSHINGS IN THE PIVOTS. THE FACE SHEET SHALL BE 3/16" ASTM A- 514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.

4. THE PACKING MECHANISM SHALL BE POWERED BY TWO 5" BORE CUSHIONED HYDRAULIC CYLINDERS

5. THE SLIDE MECHANISM SHALL BE POWERED BY TWO 5 1/2" BORE CUSHIONED HYDRAULIC CYLINDERS

6. THE SLIDE AND PACKER CYLINDERS SHALL HAVE HARDENED, CHROME PLATED RODS. EACH CYLINDER SHALL HAVE REPLACEABLE HEAT TREATED BUSHINGS.

7. THE PACKING BLADES SHALL OPERATE IN A MINIMUM 20 SECOND CYCLE TIME WITH A MINIMUM 3 SECOND RELOAD TIME.

8. THE COMPACTION CYCLE SHALL INTERRUPT ABOVE THE HOPPER SILL.

9. MATERIAL IN THE HOPPER SHALL BE COMPACTED BETWEEN THE PACKING MECHANISM AND THE EJECTOR PANEL. THE EJECTOR PANEL SHALL HOLD PRESSURE AGAINST THE COMPACTED MATERIAL AND WILL AUTOMATICALLY DRIFT FORWARD BY A HYDRAULIC LOAD CONTROL VALVE WITHOUT OPERATOR ASSISTANCE.

10. THE PACKER BLADE (SWEEP) ASSEMBLY SHALL BE PROTECTED BY A SECONDARY RELIEF VALVE THAT IS INTEGRAL TO THE TAILGATE- MOUNTED CONTROL VALVE.

**EJECTION SYSTEM**

1. THE LOAD SHALL BE EJECTED BY A DOUBLE ACTING, TELESCOPIC HYDRAULIC CYLINDER THAT SHALL EXTEND AND RETRACT THE EJECTOR PANEL THE FULL LENGTH OF THE BODY WITHOUT THE USE OF CLAMP BARS OR RELATED HARDWARE.

2. THE EJECTOR CYLINDER SHALL HAVE REPLACEABLE HEAT TREATED BUSHINGS. THE CYLINDER SHALL HAVE THE FOLLOWING DIMENSIONS:

| CYLINDER: | BORE | STROKE | STAGES |
|---|---|---|---|
| | 6.5" | 27" | 3 |

3. THE EJECTOR PANEL SHALL HAVE A 10 GAUGE HI-TENSILE STEEL FACE SHEET THAT IS REINFORCED BY STRUCTURAL STEEL TUBING AND FORMED CHANNELS OF HIGH TENSILE STEEL.

4. THE EJECTOR PANEL SHALL BE MOUNTED ON 8 HIGH-DENSITY POLYETHYLENE WEAR SHOES THAT SHALL BE REPLACEABLE WITHOUT REMOVING THE EJECTOR PANEL FROM THE BODY.

5. THE EJECTOR PANEL SHALL BE GUIDED IN THE BODY BY TWO GUIDE TRACKS LOCATED ON THE BODY SIDES 4" ABOVE THE BODY FLOOR. THE TRACKS SHALL BE 5 3/4" DEEP, FABRICATED FROM HI-TENSILE STEEL AND FULLY WELDED TO THE BODY SIDES.

6. THE EJECTOR CYLINDER SHALL BE MOUNTED ANGULARLY TO THE BODY FLOOR AND NOT REQUIRE A TROUGH OR DEPRESSION IN THE FLOOR.

**CONTROLS**

1. THE EJECTOR AND TAILGATE LIFT CONTROLS SHALL BE MOUNTED AT THE LEFT FRONT OF THE BODY.

2. EJECTOR AND TAILGATE CONTROLS SHALL BE MOUNTED DIRECTLY TO THE VALVE SPOOL.

3. A THROTTLE ADVANCE SWITCH SHALL BE LOCATED CONVENIENT TO THE EJECTOR LIFT CONTROLS.

4. THE TAILGATE CONTROLS SHALL BE LOCATED AT THE RIGHT REAR OF THE TAILGATE. THE TWO-

LEVER DESIGN SHALL HAVE POSITIVE CONTROL OF MOVEMENT OF THE PACKING MECHANISM AT ALL TIMES. THE TAILGATE CONTROLS SHALL COMPLY WITH THE APPLICABLE A.N.S.I REGULATIONS.

5. AN AUTOMATIC THROTTLE ADVANCE DEVICE SHALL BE INCORPORATED WITH THE TAILGATE CONTROLS.

## HYDRAULIC SYSTEM

1. THE HYDRAULIC PUMP SHALL BE A FIXED DISPLACEMENT RATED AT NO LESS THAN 2500 PSI WORKING PRESSURE AND HAVE SUFFICIENT CAPACITY TO EQUAL 35-38 GPM FLOW AT A REASONABLE ENGINE RPM

2. THE HYDRAULIC PUMP SHALL BE A DIRECT MOUNT TO A TRANSMISSION-DRIVEN CLUTCH-ACTIVATED HOT SHIFT PTO OR DRIVEN BY THE ENGINE CRANKSHAFT.

3. FOR EXTENDED LIFE OF ALL HYDRAULIC COMPONENTS THE MAXIMUM OPERATING PRESSURE SHALL NOT EXCEED 2,750 PSI.

4. THE HYDRAULIC SYSTEM SHALL INCORPORATE AN ADJUSTABLE RELIEF IN THE BODY VALVE.

5. HYDRAULIC HOSES AND TUBES SHALL BE SECURED BY CLAMPS AS REQUIRED TO PREVENT DAMAGE FROM ABRASION AND VIBRATION. HYDRAULIC HOSES AND TUBES SHALL USE S.A.E. O-RING BOSS AND JIC 37 DEGREE FLARE ENDS FOR ZERO LEAKS.

6. HYDRAULIC HOSES SHALL COMPLY WITH THE APPLICABLE S.A.E. STANDARDS FOR THE DESIGNED SPECIFICATIONS.

7. HYDRAULIC HOSES ARE TO HAVE A 4:1 BURST TO WORKING PRESSURE SAFETY FACTOR.

8. THE HYDRAULIC OIL RESERVOIR SHALL HAVE A MINIMUM CAPACITY OF 50 GALLONS. THE RESERVOIR SHALL BE EQUIPPED WITH FILLER, BREATHER CAP, SIGHT GLASS, CLEAN OUT COVER, 100 MESH SUCTION FILTER, MAGNETIC TANK DRAIN PLUG AND GATE VALVE AT THE SUCTION OUTLET. THE HYDRAULIC RESERVOIR SHALL NOT BE A STRUCTURAL MEMBER OF THE BODY OR THE MOUNT FOR THE EJECTOR CYLINDER.

9. A 10 MICRON INLINE RETURN LINE FILTER SHALL BE LOCATED ON THE HYDRAULIC TANK AND BE EQUIPPED WITH A CONDITION INDICATOR.

10. A SUCTION SCREEN FILTER OF 100 MESH (141 MICRON) SHALL STRAIN ALL THE OIL LEAVING THE TANK. SUCTION FILTER SHALL BE EQUIPPED WITH A 5 P.S.I. BYPASS VALVE.

11. ALL HYDRAULIC VALVES SHALL BE SECTIONAL IN ORDER TO ALLOW REPLACEMENT OF DEFECTIVE SECTIONS WITHOUT REPLACEMENT OF THE ENTIRE VALVE.

12. ALL CYLINDERS AND VALVES SHALL HAVE SAE O-RING BOSS PORTS.

13. Hydraulic system shall met an ISO cleanliness standard of 20/18/13

14. Manufacturer shall provide printed ISO hydraulic cleanliness record.

## HYDRAULIC CYLINDERS

1. All cylinders shall have a working pressure rating of3000 psi.

2. The packer and slide cylinders shall have hard chrome plated rods.

3. The packer and slide cylinders shall carry a minimum one year warranty.

4. Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate.

5. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers

6. All cylinders are to operate without direct contact with the compacted load.

## ELECTRICAL

1. All electrical wiring shall be color coded and be protected by loom.

2. Electrical harnesses shall be connected with weatherproof automotive-grade electrical connectors.

3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist deterioration.

4. Electrical wires shall be color coded and numbered for easy identification.

5. Body electrical system shall be protected with its own fuse block.

6. All fuses shall be ATO type.

7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.

8. All lighting shall comply with F.M.V.S.S. #108, with an additional set of two stop, tail and turn lights mounted above the hopper on a light bar.

9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitize sealed quick change connections.

10. A 112 Db Backup Alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is open.

11. Conspicuity tape shall be applied per ANSI Z245 requirements.

## PAINTING

1. ALL BURRS AND ROUGH AREAS ARE TO BE GROUND SMOOTH AND ALL WELDS CLEANED TO REMOVE SLAG.

2. PRIOR TO APPLICATION OF ANY COATING, ALL SURFACES SHALL BE THOROUGHLY CLEANED AND CONDITIONED WITH A PHOSPHATE SOLUTION.

3. THE BODY SHALL THEN BE COATED WITH TWO (2) COATS OF A SELF- ETCHING EPOXY PRIMER.

4. TWO FINISH COATS OF POLYURETHANE ENAMEL SHALL BE APPLIED TO PRODUCE A HIGH GLOSS FINISH.

## WARRANTY

1. ONE YEAR WARRANTY ON THE ENTIRE UNIT.

2. THREE YEAR WARRANTY ON HYDRAULIC CYLINDERS.

3. ON-SITE WARRANTY SERVICE.

4. QUARTERLY INSPECTIONS OF THE BODY UNDER WARRANTY WITH AVAILABLE SERVICE OPTIONS.

## OTHER REQUIREMENTS:

HOPPER WORK LIGHTS

DUAL CART TIPPERS

SMART LIGHTS

POST OFFICE BOX 349
160 COMMERCE DRIVE
BAY SPRINGS, MS 39422
PHONE: 601-764-4121

# QUOTE

**Quote Number:** JMH-016

**Quote to:** City of Shreveport

**Prepared by:** Brittney McCraw

**Date:** 3/15/2021
**Expires:** 5/14/2021
**Reference:** Shreveport, LA
**Sales Person:** John Harris
**Contact Info:** 601-764-7050

Pricing below does not include Delivery or FET

| | Description | |
|---|---|---|
| 1 | RLX25 Brutal | 25 Cubic Yard Rear Loader |

***Standard Features***
*Emergency stop on curb side*
*Driver alert buttons on both sides*
*Hot Shift PTO*
*Paint: White*
*LED Lighting*
*Dual Amber Oval LED Strobe, Rear*
***Standard Options***
Center Tail Light
STD Hopper Work Lights
Oversize Steps
Limb Guard
***Strobe(s) Options***
Dual Amber Oval Strobes - Front
Peterson Smart Lights
***Control Package***
Standard + (2) Tippers
***Cart Tipper(s)***
Perkins Cart Tipper (Qty 2)

| | | |
|---|---|---|
| 2 | **HMC Supplied Chassis** | 2022 International HV 607 |
| 3 | **Delivery Charge** | Delivery Charge - unit shipping and freight charges (if needed) to be determined.<br>HMC can arrange for drive-away service. |
| 4 | **Warranty** | Pac-Mac standard warranty includes the following:<br>Major Structural Component Parts - 1 year<br>Non-Hydraulic Replacement Parts - 1 year |
| 5 | **Order Acceptance** | To accept this quote as an order, please sign and date below and return this quote along with a PO. Quote price is per unit. Thank you for choosing Hol-Mac Corporation. |

DELIVERY: FOB Bay Springs, MS
LEAD TIME: 60-90 ARC and ARO
*lead time starts when Hol-Mac receives both PO and chassis at our facility
TERMS: Net 30 Days

By signing below, the customer agrees to the terms and conditions that are provided with this quote/order.

PO# _____ By _____ Date _____

POST OFFICE BOX 349
160 COMMERCE DRIVE
BAY SPRINGS, MS 39422
PHONE: 601-764-4121

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**Sales Person:** John Harris
**Contact Info:** 601-764-7050

Pricing below does not include Delivery or FET

| Description | Total |
|---|---|
| | $163,000.00 |

# HOL-MAC CORPORATION
# WARRANTY POLICY

Hol-Mac Corp. (Pac-Mac ®) warrants each Hol-Mac product it manufactures and each new part and component sold by Hol-Mac to be free of defects in material and workmanship, provided the parts and components are operated and maintained in accordance with Hol-Mac published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

Warrantor: This warranty is granted by Hol-Mac Corporation, P.O. Box 349, Bay Springs, Mississippi 39422. All warranty work must be accomplished by Hol-Mac at its factory in Bay Springs, Mississippi, or by such other facility specifically authorized by Hol-Mac. All warranty work performed by a facility other than Hol-Mac must be approved by Hol-Mac in writing prior to commencement of said work.

Duration of Warranty: The time periods applicable to the warranty of the specified component parts of the Hol-Mac products are as follows:

Major Structural Component Parts – 1 year
Non-Hydraulic Replacement Parts – 1 year

Exclusion and Disclaimers: This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the published operating and maintenance instructions furnished by Hol-Mac, unreasonable use, accidents, alterations or wear and tear. Hol-Mac also reserves the right to make changes in the design or material of its products without incurring obligation to incorporate such changes in any product previously manufactured.

Procedure for Obtaining Performance Under this Warranty: In order to qualify under this warranty, the owner must notify Hol-Mac within (45) days of discovery of the defect and promptly deliver the entire product or defective part to Hol-Mac at its factory in Bay Springs, MS, or if requested by Hol-Mac to such other authorized facility designated by Hol-Mac. Upon receipt of such product, part or component, if it is found not to be defective in material or workmanship, Hol-Mac shall notify the owner of such fact and request instructions for the return of such product, part or component to the owner. All costs of transporting Hol-Mac products to and from the Hol-Mac factory, or such other authorized facility designated by Hol-Mac, shall be paid by the owner.

[NO OTHER WARRANTY, WHETHER OF FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS GIVEN BY HOL-MAC WITH RESPECT TO ANY NEW PRODUCT, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY HOL-MAC BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY PRODUCT, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

pac-mac



# RLX SERIES

## HAUL MORE

World class manufacturing combined with cutting-edge technology perfectly crafts a superior product: The Pac-Mac® RLX Series. The RLX Series has a packing force of up to 94,000 pounds and offers three premium models, the RLX-18, the RLX-20 and the RLX-25. These models are user-friendly, structurally sound, and offer premium product reliability.

DO IT RIGHT with Pac-Mac!

QUALITY SYSTEM CERTIFICATION DNV·GL ISO 9001

**E-PAC-MAC.COM**

*Manufactured by Hol-Mac Corporation*

*P.O. Box 349 • Bay Springs, MS 39422 • 601-764-4121*

NJPA AWARDED CONTRACT #031014-HMC

Solicitation Form for Commodities

**INVITATION FOR BID** **(IFB) #21-005**

# 25 CY REAR LOADERS PACKERS

| INDEX OF BID FORMS | Page Numbers |
|---|---|
| Invitation for Bid **(Do not return with bid)** | 2 |
| Bid Prices/Signature Page **(COS BID FORM #1)** | 3 |

**NOTE: THE REQUIRED COS BID FORM LISTED ABOVE MUST BE RETURNED WITH BID.** *SHOULD ALSO RETURN ONE COPY.* **IF ANY OF THE ABOVE COS BID FORMS ARE OMITTED, THEN YOUR BID MAY NOT BE CONSIDERED OR ACCEPTED.**

## INDEX OF REFERENCE ITEMS INCLUDED HEREIN

All information listed below **should not** be returned with your bid. It shall remain part of the bid by reference only.


| | |
|---|---|
| Special Instructions to Bidders | 4-8 |
| **Adjudicated Property Affidavit** | 9 |
| **Felony Conviction / E-verify Statement** | 10 |
| Format for the Return Envelope | 11 |
| Specifications | 12-21 |


INDEX OF REFERENCE ITEMS **NOT** INCLUDED HEREIN THAT ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. SHOULD ANY OF THESE BE IN CONFLICT WITH THOSE LISTED HEREIN, THE MORE STRINGENT WILL APPLY.

Standard Specifications for Infrastructure Improvements 2015 Edition & Standard Plans for Infrastructure Improvements 2015 Edition. These documents may be downloaded from our website www.shreveportla.gov/DocumentCenter/View/5572 & www.shreveportla.gov/DocumentCenter/View/5567.

The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) will no longer be incorporated in solicitations but will be incorporated by reference in the City of Shreveport (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at www.shreveportla.gov (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.

***The Felony Conviction/E-Verify Affidavit*** *must be submitted by the lowest responsive Bidder after the opening.* Revised 01-20-21

**AN INVITATION FOR YOU TO RESPOND WITH A FORMAL SEALED OR ELECTRONIC BID**

| DATES ADVERTISED: | February 26, 2021 | Date Posted: | February 26, 2021 |
|---|---|---|---|

**DO NOT RETURN THIS PAGE-FAXED OR EMAILED BIDS NOT ACCEPTED**

| **INVITATION FOR BID (IFB)**<br>**City of Shreveport**<br><br>Wendy Wagnon, CPPO<br>Purchasing Agent | **BIDS MUST BE DELIVERED TO:**<br>City of Shreveport<br>Office of the Purchasing Agent<br>Government Plaza-Suite 610<br>505 Travis Street<br>Shreveport, LA 71101-3042 | **OR GO TO BIDSYNC.COM TO SEND ELECTRONIC BID** |
|---|---|---|

| **BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON:** | **March 16, 2021** | **THEN PUBLICLY OPENED** |
|---|---|---|
| THIS IS NOT AN ORDER | **Bid Number** | **IFB # 21-005** |

BID TITLE: **25 CY REAR LOADERS PACKERS**

PREBID CONFERENCE: **N/A**

| **EMAIL QUESTIONS TO:** | **Dereka.abner@shreveportla.gov** | **7 working days before the opening or fax to:** | **318-673-5408** |
|---|---|---|---|
| **BID BOND IS NOT REQUIRED.** | **Estimated Expenditure:** | **3,060,000** | **per year** |

**Bids received after the time specified for opening cannot be considered for an award.**

## COMMODITY BIDS

For paper bids, if you do not provide **all of the required COS Bid Forms** or the information required on the bid forms, then your bid **may** be declared as non-responsive. The bid forms are clearly identified as COS Bid Form #1, 2 & etc. near the top right of the page. If you have any questions, please call Wendy Wagnon at 318-673-5450.

## ELECTRONIC BIDS/BID NOTICES

Bid/Proposal notices will no longer be mailed to contractors/vendors by the Purchasing Office. The City of Shreveport's listing of current bids (IFB), requests for quotes (RFQ), requests for proposals (RFP), and statements of qualifications (RFS) (hereinafter bids) will be posted on BidSync.com. To view the general bid information and **receive bid notices by email**, you will have to register with BidSync. **Registration is free**. Vendors/Contractors (vendors) will now have the option to submit their bids & bid bonds, electronically or by paper copy. If you wish to view/download the entire bid package and submit electronic bids, you may do so for an annual fee. There is also a fee for a digital signature. **It takes about two weeks to get a digital signature.** *Allow additional time to set up the digital signature in BidSync.* Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidSync shall be the official source for bid documents.

Vendors who decide to pay the annual fee to BidSync will be able to submit electronic bids to every agency in the State of Louisiana that signs up with BidSync. Submitting bids electronically can save thousands of dollars in express mail fees, plan fees/deposits, travel, postage, labor, and the cost of paper. To register please go to: https://www.bidsync.com. If you need help registering or with training or completing an e-bid, please **call 800-990-9339 (M-F)**. Contractors who submit e-bonds will need to pay an annual fee for electronic bid bonds. *If an electronic bid is submitted, provide your contractor's license number when the bid with alternates amounts to $50,000 or more. To request copies of bids by email, send your request to dereka.abner@shreveportla.gov.*

The City of Shreveport reserves the right to reject any or all bids and to waive minor informalities.

Revised 01-20-21

## CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES

1.0 BROCHURES

1.1 If specifications or descriptive papers are submitted with bids, enter bidders name thereon.

2.0 SAMPLES

2.1 Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.

3.0 CLARIFICATION/SUBSTITUTION REQUESTS

3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page one.

3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.

3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agents office.

3.5 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.

3.6 The City shall not be legally bound by an addendum or interpretation that is not in writing.

3.7 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended for at least seven but not more than of twenty-one working days.

3.8 **It shall be the Bidder's responsibility to make inquiry as to the addenda issued.**

4.0 DELIVERY ARO

4.1 Show delivery time required after receipt of order (ARO), in appropriate space provided on page three.

5.0 DELIVERY TERMS

5.1 The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid.

5.2 The term f.o.b. destination shall mean delivered, removed from the crate, placed inside of building, and title taken to after acceptance.

5.3 Most City buildings do not have loading docks.

6.0 QUANTITIES

6.1 Whenever quantities or usages are provided by the City, these are estimates only.

6.2 No guarantee or warranty is given or implied by the city as to the total amount that may or may not be purchased from any resulting contracts.

6.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.

7.0 PRICE CHANGES

7.1 Prices will be firm for the minimum period as specified in the solicitation document.

7.2 After the first year of the contract or the guaranteed price date shown on the bid form, whichever is longer, the Contractor may request price increases that are limited to the increase in the Contractors actual documented cost of doing business to be approved by the soliciting department head and the Purchasing Agent.

7.3 Written requests for price increases must be sent by Certified Mail-Return Receipt Requested.

7.4 The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best bidder or to solicit new bids.

7.5 No increase will be effective until approved in writing by the Purchasing Agent.

7.6 Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract.

7.7 Any decrease in pricing shall not be less than the appropriate CPI or PPI.

8.0 AWARD CRITERIA

8.1 The award will be made to the lowest responsible and responsive bidder(s) according to the criteria designated in the Invitation for Bid.

8.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):

8.2.1 The quality of performance/workmanship of previous contracts, services, equipment or products, or references which attest to the specific experiences of others.

8.2.2 The timely completion of previous contracts or services or the timely delivery of past orders, or references which attest to the specific experiences of others.

8.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

8.2.4 The City reserves the right to conduct on-site inspections of any bidders facilities prior to award and the results of said inspection will be considered by the City in determining bidders capabilities of successfully administering to this contract.

8.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.

8.2.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.

8.2.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.

8.2.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.

8.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.

8.2.10 Product or parts inventory capability as it relates to a particular bid.

8.2.11 Results of product/equipment testing.

8.2.12 Warranty - Terms and Conditions.

8.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.

8.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.

8.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.

8.2.16 A record of amicable relations with labor.

8.2.17 An adequate supply of equipment in good operating condition.

9.0 Evaluation

9.1 Bids may be made for one lot only, or for as many lots as the bidder can supply.

9.2 Awards will be made by complete lots and may be made to one or more bidders.

10.0 Evaluation of Bids for Multiple Awards

10.1 In addition to other factors, bids will be evaluated on the basis of advantages to the City that might result from making more than one award (multiple awards).

10.2 For the purpose of making this evaluation, administrative costs to the City for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative costs.

11.0 Alternates

11.1 When alternates are requested, the City reserves the right to select the bid with or without these, whichever will be in the best interest of the City.

12.0 REJECTION

12.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.

12.2 The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or its entirety this bid, if it is in the best interest of the City to do so.

12.3 The City of Shreveport reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, or due to the noncompliance of the BID SPECIFICATION

12.4 In addition, the City reserves the right to declare any bid non-responsive that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the City.

13.0 Rejection of Lowest Bid

13.1 Substantial negative findings from the Bid Evaluation as listed above, and/or the factors as listed below, may result in the disqualification of the lowest bid, if in the best interest of the City of Shreveport.

13.2 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.

13.3 Greater service costs for the low bid item.

13.4 Longer service time for the low bid item, which would cause longer down time of the item.

13.5 Proven reliability of the higher bid item.

13.6 Compatibility of the higher bid item with existing equipment.

14.0 DISQUALIFICATION REVIEW BOARD (City of Shreveport Code of Ordinances Sec. 26-265)

14.1 When a contractor has been given notice of possible debarment based upon Sec.26-265 and/or disqualification, the contractor may submit a written appeal to the Purchasing Agent for review by the Citys Disqualification Review Board.

14.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.

14.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.

14.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent, and the Director of Using Department.

14.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.

14.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.

15.0 OPERATIONAL MANUALS

15.1 **When bidding on equipment, the successful bidder shall be required to furnish one copy of the operational manual and warranty with each type of unit delivered, and one additional copy of the operational manual shall be sent to: Risk Manager, 505 Travis Street Suite 620, Shreveport, LA 71101-3042.**

16.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney Generals Opinion No. 95-155)

16.1 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).

17.0 PAYMENTS DUE THE CITY

17.1 Section 26-211 of the City's Code of Ordinances requires the following:

17.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.

17.1.2 No contract to which the city is a party shall be awarded to any person who:

17.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or

17.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or

17.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.

17.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.

17.1.7 Bids/proposals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

18.0 GOVERNING PRICES

18.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

18.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

19.1 By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

20.0 JOINT VENTURE

20.1 If the bidder is a joint venture, provide the following information:
20.1.1 Date of formation
20.1.2 Name and address of each venture partner
20.1.3 Principals of each venture partner
20.1.4 Venture partner holding the majority interest in the venture and its percentage of interest
20.1.5 Bidder shall include a copy of the Joint Venture agreement as an attachment to the bid.

21.0 BID ENVELOPE

21.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the City's address.

22.0 RECEIPT OF BIDS

22.1 The City does not receive bids on holidays and weekends.

23.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

23.1 Contractor warrants that all materials and/or products produced by Contractor hereunder will not infringe upon or violate any patent, copyright, or trade secret right of any third party. In the event of any such claim by any third party against the City, the City shall promptly notify Contractor, and Contractor shall defend such claim, in the City's name, but at Contractor's expense, and shall indemnify the City against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

**END**

FROM:

Hol-Mac Corporaton

PO Box 349/160 Commerce Dr.

Bay Springs, MS 39422

License # _____

PLEASE RUSH TO:

**CITY OF SHREVEPORT**
**OFFICE OF THE PURCHASING AGENT**
**505 Travis Street-Suite 610**
**SHREVEPORT, LOUISIANA 71101-3042**

**SEALED BID FOR:**

**IFB Number:** #21-005

**Project Name:** 25 CY Rear Loader Packers

**Opening Date:** March 16, 2021

**Attention: Use this format on the outside of your container when responding with a paper bid.**
**We do not accept faxed responses for formal solicitations!**

# CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042
Phone 318/673-5450 web site: www.shreveportla.gov Fax 318/673-5408

E-MAIL to: moss.joe@hoc-mac.com Confirmation Required

March 19, 2021

John Harris
Hol-Mac Corporation
P.O. Box 349
Bay Springs, MS 39422

Dear, Mr. Harris:

This is your official notification that your firm submitted the apparent lowest responsive bid for **IFB 21-005 25 CY Rear Loaders Packers.**

No contract will be awarded until a City of Shreveport written Purchase Order is issued by the Purchasing Division.

The City of Shreveport is sales tax exempt and our exempt form is attached.

Acknowledge receipt of this letter by signing below and fax acknowledgment to our office. Our fax number is (318) 673-5408.

Please contact DeReka Abner, responsible buyer at 318-673-5455, if you have any questions

Sincerely,

Wendy Wagnon

Wendy Wagnon, CPPO
Purchasing Agent

RECEIVED BY: _____ DATE: 3/19/2021

R-1056 (10/07)

# Certificate of Sales/Use Tax Exemption/ Exclusion of Purchases by Political Subdivisions of the State of Louisiana
Louisiana R.S. 47:301(8)(c)

PLEASE PRINT OR TYPE.

| Political Subdivision | Louisiana Dept. of Revenue Registration No. (if applicable) |
|---|---|
| City of Shreveport | 4350450 |
| **Address** | |
| 505 Travis Street | |
| **City** | **State** / **ZIP** |
| Shreveport | LA / 71101 |

The above referenced entity does hereby certify that the entity is a public agency of the State of Louisiana with legal status as one of the following:

- ☐ State agency, board or commission
- ☑ Municipal government or instrumentality thereof
- ☐ Public Charter School (R.S. 17:3971-4001)
- ☐ Hospital service district
- ☐ Public housing authority
- ☐ Parish government or instrumentality thereof
- ☐ Parish school board or public school
- ☐ Law enforcement district
- ☐ Waterworks district
- ☐ Parish and municipal libraries
- ☐ Other _____

Purchases of tangible personal property and taxable services, and/or leases and rentals of tangible personal property by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by R.S. 47:301(8)(c). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as "a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions".

The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under R.S. 47:301(8)(c), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.

| Signature of Authorized Agent | |
|---|---|
| Authorized Agent | Title |
| Wendy Wagnon, CPPO | Purchasing Agent |
| Signature | Date (mm/dd/yyyy) |
| X Wendy Wagnon | 01/01/2020 |

INTER-OFFICE MEMORANDUM
City of Shreveport

**Finance Department / Purchasing Division**

Phone: 673-5450 Fax: 673-5408

DATE: Mar 19, 2021

TO: **Chris Wilder/ Gary Norman**
**Public Works**

FROM: DeReka Abner
Senior Buyer

Subject: **IFB 21-005 25 CY Rear Loaders Packers**

Attached are the copies of four bids received for the above referenced project. The apparent low bidder is Hol-Mac Corporation in the amount of $2,934,000.00 there were no non-responsive bidders. Please notify the Purchasing Office of the recommended vendor by returning the section below, signed and dated.

NOTE: A new purchase order must be issued for this solicitation. The solicitation number must be entered in LOGOS in the "Detail Description" box and be printed on the new purchase order.

DeReka Abner
Senior Buyer

Recommended Award to: Hol-Mac Corporation

Will a written contract be routed? Y / (N)

Signature of Project Manager Chris Wilder

Date: 3-19-21

CAO 6/26/2019

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
A Resolution authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Flower Bed Maintenance – Hollywood/Monkhouse, Elvis Presley Blvd., and Kennedy/Broadway Bid RFQ #22-509 and to otherwise provide with respect thereto.

**DATE**
April 1, 2022

**ORIGINATING DEPARTMENT**
Purchasing Division

**CITY COUNCIL DISTRICT**

**SPONSOR**

**PURPOSE**
To authorize the Purchasing Agent, or her designee, to reject all bids received for RFQ 22-509.

**BACKGROUND INFORMATION**
On March 15, 2022, one (1) bid was received for the Flower Bed Maintenance – Hollywood/Monkhouse, Elvis Presley Blvd, Kennedy/Broadway RFQ #22-509.. The designer's estimate was $17,821.76 and the bid submitted was for $32,040.00.

The Purchasing Agent may reject any and all bids and readvertise for bids with the approval of the City Council pursuant to Shreveport City Charter Sec. 10.07. In addition, La. R.S. 39:1605, authorizes the City to reject any and all bids that are "*in the best interests of the city*."

"*Best Interest"* under these facts and circumstances is authorized in La. R.S. 39:1605, whereby here the bid was over the project budget.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENT(S)**
NA

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

**ALTERNATIVES**
(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

**RECOMMENDATION**
It is recommended that the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** Angela McNicoll, Senior Buyer
Purchasing Division

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION AUTHORIZING THE CITY OF SHREVEPORT, LOUISIANA, PURCHASING AGENT TO REJECT ALL BIDS RECEIVED FOR THE FLOWER BED MAINTENANCE – HOLLYWOOD/MONKHOUSE, ELVIS PRESLEY BLVD., AND KENNEDY/BROADWAY BID RFQ #22-509 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS,** on March 15, 2022, one (1) bid was received as a result of solicitation for Flower Bed Maintenance – Hollywood/Monkhouse, Elvis Presley Blvd., Kennedy/Broadway (RFQ-22-509); and

**WHEREAS,** the bid of $32,040.00 was over the project budget of $17,821.76; and

**WHEREAS,** pursuant to Shreveport City Charter Sec. 10.07, the Purchasing Agent may reject any and all bids and readvertise for bids with the approval of the City Council; and

**WHEREAS,** pursuant to Shreveport City Code Sec. 26-268 the City has adopted, by reference, portions of the Louisiana Procurement Code (La. R.S. 39:1551 through 39:1755); and

**WHEREAS,** La. R.S. 39:1605, authorizes the City to reject any and all bids that are "*in the best interest of the city*;" and

**WHEREAS,** "*the best interest of the city"* under these facts and circumstances is authorized in La. R.S. 39:1605, whereby all bids were over the project budget; and

**WHEREAS,** it has been determined by the City Council and Purchasing Agent, and/or his/her designee, that such action is being taken in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened that:

**SECTION 1**. The "whereas" clauses above are herein adopted as part of this Resolution.

**SECTION 2**. The Purchasing Agent, or his/her designee, is hereby authorized to reject all bid(s) received for RFQ #22-509.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Shreveport, or his/her designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

**BE IT FURTHER RESOLVED** that if any provision or item of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**BE IT FURTHER RESOLVED** that all resolutions, ordinances, or parts thereof in conflict herewith are hereby repealed.

**THUS, DONE AND RESOLVED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
A Resolution authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Replace Roof on Lucas Administration Building Bid RFQ #22-516 and to otherwise provide with respect thereto.

**DATE**
April 1. 2022

**ORIGINATING DEPARTMENT**
Purchasing Division

**CITY COUNCIL DISTRICT**

**SPONSOR**

**PURPOSE**
To authorize the Purchasing Agent, or her designee, to reject all bids received for RFQ 22-516.

**BACKGROUND INFORMATION**
On March 31, 2022, three (3) bids were received for the Replace Roof on Lucas Administration Building RFQ #22-516. The designer's estimate was $45,600.00. An error was detected in the bid document after the bid opening

The Purchasing Agent may reject any and all bids and readvertise for bids with the approval of the City Council pursuant to Shreveport City Charter Sec. 10.07. In addition, La. R.S. 38:2214 B, authorizes the City to reject any and all bids for "*in the best interests of the city*."

"*Best Interest"* under these facts and circumstances is authorized in La. R.S. 38:2214 B, whereby there was an error detected in the bid document.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENT(S)**
NA

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

**ALTERNATIVES**
(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

**RECOMMENDATION**
It is recommended that the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** Angela McNicoll, Senior Buyer
Purchasing Division

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION AUTHORIZING THE CITY OF SHREVEPORT, LOUISIANA, PURCHASING AGENT TO REJECT ALL BIDS RECEIVED FOR THE REPLACE ROOF ON LUCAS ADMINISTRATION BUILDING BID RFQ #22-516 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS,** on March 31, 2022, three (3) bids were received as a result of solicitation for Replace Roof on Lucas Administration Building (RFQ-22-516); and

**WHEREAS,** errors were detected in the bid document after the bid opening; and

**WHEREAS,** pursuant to Shreveport City Charter Sec. 10.07, the Purchasing Agent may reject any and all bids and readvertise for bids with the approval of the City Council; and

**WHEREAS,** pursuant to Shreveport City Code Sec. 26-268 the City has adopted, by reference, portions of the Louisiana Public Bid Law (La. R.S. 38:2184 through 38:2316) for public works; and

**WHEREAS,** La. R.S. 38:2214 B, authorizes the City to reject any and all bids for "*just cause*;" and

**WHEREAS,** "*just cause"* under these facts and circumstances is authorized in La. R.S. 38:2214 B(2), whereby the bid document contained an error; and

**WHEREAS,** it has been determined by the City Council and Purchasing Agent, and/or his/her designee, that such action is being taken in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened that:

**SECTION 1**. The "whereas" clauses above are herein adopted as part of this Resolution.

**SECTION 2**. The Purchasing Agent, or his/her designee, is hereby authorized to reject all bid(s) received for RFQ #22-516.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Shreveport, or his/her designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

**BE IT FURTHER RESOLVED** that if any provision or item of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**BE IT FURTHER RESOLVED** that all resolutions, ordinances, or parts thereof in conflict herewith are hereby repealed.

**THUS, DONE AND RESOLVED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET** **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **A Resolution adopting the System Survey and Compliance Questionnaire required by the Legislative Auditor's Office of the State of Louisiana and to provide with respect thereto.** | 4/7/22 | Finance/Administration |
| | | **SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

This Ordinance or Resolution will have direct impact on Council District: **All**

## BACKGROUND INFORMATION

As an integral part of the annual audit, the City Council must adopt the System Survey and Compliance Questionnaire. This is a requirement set forth by the Legislative Auditor for the State of Louisiana.

## TIMETABLE

Introduction: **April 12, 2022**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

NA

| FINANCES | SOURCE OF FUNDS |
|---|---|
| NA | NA |

## CONCLUSION

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**RESOLUTION NO. ____ OF 2022**

**A RESOLUTION ADOPTING THE SYSTEM SURVEY AND COMPLIANCE QUESTIONNAIRE REQUIRED BY THE LEGISLATIVE AUDITOR'S OFFICE OF THE STATE OF LOUISIANA AND TO PROVIDE WITH RESPECT THERETO.**

BY:

WHEREAS, the City of Shreveport received a questionnaire from the State Legislative Auditor which is to be completed as a required part of the audit for which we have engaged certified public accountants, Carr, Riggs & Ingram, LLC; and

WHEREAS, upon completion of the questionnaire it must be presented to and adopted by the governing body of the City of Shreveport by means of a formal resolution at an open meeting; and

WHEREAS, the completed questionnaire must then be given to the auditor engaged by the municipality who will, during the course of his regular audit, test the accuracy of the answers to the questionnaire and submit to the municipality and the Legislative Auditor a report containing his opinion as to the validity of the answers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened, that the attached Systems Survey and Compliance Questionnaire for the City of Shreveport be and the same is hereby adopted.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and, to this end, the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

_____

CITY ATTORNEY'S OFFICE

**Attachment 1 to the Louisiana Compliance Questionnaire**

**Part I — Question 3 — Agency Profile** (Page 1 of 3)

**Members of the City Council are as follows:**

James Green, District F, Council Chair
4101 Evers Drive
Shreveport, LA 71109
Phone: (318) 636-1563

Jerry Bowman, Jr., District G, Council Vice-Chair
928 W. Aragon Drive
Shreveport, LA 71129
Phone: (318) 779-0280

James Flurry, District E (Note 1)
9433 Brookside Circle
Shreveport, LA 71118
Phone: (318) 687-7380

Tabatha Taylor, District A
5714 Wood Ridge Drive
Shreveport, LA 71119
Phone: (318) 751-0847

Levette Fuller, District B
519 Kirby Place
Shreveport, LA 71104
Phone: (318) 347-0898

John Nickelson, District C
4642 Fairfield Avenue
Shreveport, LA 71106
Phone: (318) 393-9752

Grayson Boucher, District D
11052 Augusta Walk
Shreveport, LA 71106
Phone: (318) 564-1917

Alan Jackson, Jr., District E (Note 1)
9914 Greentree Lane
Shreveport, LA 71118
Phone: (318) 230-5735

**Attachment 1 to the Louisiana Compliance Questionnaire**

**Part I — Question 3 — Agency Profile** (Page 2 of 3)

**Other Elected/Appointed Officials:**

Adrian Perkins, Mayor
9605 Stratmore Circle
Shreveport, LA 71115
Phone: (318) 294-5710

Kasey Brown, Interim Chief Financial Officer
3523 Mackey Lane
Shreveport, LA 71118
(318) 243-7445

Ronald F. Lattier, City Attorney
137 Col A P Kouns
Shreveport, LA 71115
(318) 458-3956

**Attachment t to the Louisiana Compliance Questionnaire**

**Part I — Question 3 — Agency Profile** (Page 3 of 3)

Note 1: Councilman James Flurry resigned from the Council effective November 10, 2021. ~~As required by law, the Council has established a special election to fill the vacant seat on the Council for November 3, 2020.~~ At a special meeting of the Council, held on December 6, 2021, the Council determined they were unable to come to a decision to fill the vacant seat. In accordance with La.R.S.18.602(D), and the consensus of the Council, the Governor would have to appoint someone to fill the vacant seat. Govern John Bel Edwards appointed Alan Jackson as the District E representative for the Shreveport City Council. Effective December 28, 2021, Alan Jackson was sworn in as City Councilman for District E.

**LOUISIANA COMPLIANCE QUESTIONNAIRE**
**(For Audit Engagements of Governments)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government agencies. The completed and signed questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed and signed questionnaire and a copy of the adoption instrument, if appropriate, **must be given to the auditor at the beginning of the audit.** The auditor will, during the course of his/her regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to the Legislative Auditor's office.

Certain portions of the questionnaire may not be applicable to your organization. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his/her audit. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Michael J Waguespack, CPA
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE**
**(For Audit Engagements of Government Agencies)**

_____ (Date Transmitted)

__Carr, Riggs, Ingram, LLP_____(CPA Firm Name)

__1000 E. Preston Ave., Suite 200 _____(CPA Firm Address)

___Shreveport, LA 71105_____(City, State Zip)

In connection with your audit of our financial statements as of ___December 31, 2021_____ and for _year ending December 31, 2021___ (period of audit) for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of ___December 31, 2021_____(date completed/date of the representations).

**PART I. AGENCY PROFILE**

1. Name and address of the organization.

**City of Shreveport**

**505 Travis Street, suite 670**
**Shreveport, LA 71101**

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

**Population as of April 1, 2020 is 187,593 from Census.gov**

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

**(See attached)**

4. Period of time covered by this questionnaire.

**January 1, 2021 through December 31, 2021**

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

**Louisiana Constitution Article VI, Section5; and Charter of the City of Shreveport, 1978**

6. Briefly describe the public services provided.

**Public safety, Fire protection and prevention, Emergency Medical Services, Public transportation, Parks and recreational activities (programs for adults and youth), Street and Waste collection, Recycling, planning and zoning and Community assistance programs.**

7. Expiration date of current elected/appointed officials' terms.

**December 2022**

## LEGAL COMPLIANCE

### PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.
   A) All public works purchases exceeding $250,000 have been publicly bid.
   B) All material and supply purchases exceeding $30,000 have been publicly bid.

Yes [ **X** ] No [ ] N/A [ ]

### PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [ **X** ] No [ ] N/A [ ]

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [ **X** ] No [ ] N/A [ ]

### PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).
2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that defined the authority of the chief executive and administrative officers to make budgetary amendments within various budget classifications without approval by the governing authority, as well as those powers reserved solely to the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
4. To the extent that proposed expenditures were greater than $500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S.

39:1309).
7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
8. To the extent that proposed expenditures were greater than $500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).
9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of $500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes [ **X** ] No [ ] N/A [ ]

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes [ ] No [ ] N/A [ ]

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes [ ] No [ ] N/A [ ]

## PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes [ **X** ] No [ ] N/A [ ]

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes [ **X** ] No [ ] N/A [ ]

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable. Yes [ **X** ] No [ ] N/A [ ]

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes [ **X** ] No [ ] N/A [ ]

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes [ **X** ] No [ ] N/A [ ]

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes [ **X** ] No [ ] N/A [ ]

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes [ **X** ] No [ ] N/A [ ]

19. We have complied with R.S. 24:515.2 regarding reporting of pre- and post- adjudication court costs, fines and fees assessed or imposed; the amounts collected; the amounts outstanding; the amounts retained; the amounts disbursed, and the amounts received from disbursements.

Yes [ **X** ] No [ ] N/A [ ]

**PART VI. MEETINGS**

20. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes [ **X** ] No [ ] N/A [ ]

**PART VII. ASSET MANAGEMENT LAWS**

21. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes [ **X** ] No [ ] N/A [ ]

**PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

22. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes [ **X** ] No [ ] N/A [ ]

**PART IX. DEBT RESTRICTION LAWS**

23. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes [ **X** ] No [ ] N/A [ ]

24. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes [ **X** ] No [ ] N/A [ ]

25. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes [ **X** ] No [ ] N/A [ ]

**PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

26. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes [ **X** ] No [ ] N/A [ ]

27. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes [ **X** ] No [ ] N/A [ ]

28. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes [ **X** ] No [ ] N/A [ ]

**PART XI. ISSUERS OF MUNICIPAL SECURITIES**

29. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes [ **X** ] No [ ] N/A [ ]

**PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

Parish Governments

30. We have adopted a system of road administration that provides as follows:

A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
B. Development of a capital improvement program on a selective basis, R.S. 48:755.
C. Centralized purchasing of equipment and supplies, R.S. 48:755.
D. Centralized accounting, R.S. 48:755.
E. A construction program based on engineering plans and inspections, R.S. 48:755.
F. Selective maintenance program, R.S. 48:755.
G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes [ ] No [ ] N/A [ ]

School Boards

31. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-400.

Yes [ ] No [ ] N/A [ ]

32. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes [ ] No [ ] N/A [ ]

33. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Class Size Characteristics

We have also, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules, and recognize that although the schedules will not be included in the agreed-upon procedures report, the content of the schedules will be tested and reported upon by school board auditors in the school board performance measures agreed-upon procedures report:

- Education Levels of Public School Staff
- Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Public School Staff Data: Average Salaries

We understand that the content of the first two schedules will be tested and reported upon together.

Yes [ ] No [ ] N/A [ ]

Tax Collectors

34. We have complied with the general statutory requirements of R.S. 47.

Yes [ ] No [ ] N/A [ ]

Sheriffs

35. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes [ ] No [ ] N/A [ ]

36. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes [ ] No [ ] N/A [ ]

District Attorneys

37. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes [ ] No [ ] N/A [ ]

Assessors

38. We have complied with the regulatory requirements found in R.S. Title 47.

Yes [ ] No [ ] N/A [ ]

39. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes [ ] No [ ] N/A [ ]

Clerks of Court

40. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes [ ] No [ ] N/A [ ]

Libraries

41. We have complied with the regulations of the Louisiana State Library.

Yes [ ] No [ ] N/A [ ]

Municipalities

42. Minutes are taken at all meetings of the governing authority (R.S. 42:20).

Yes [ **X** ] No [ ] N/A [ ]

43. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528).

Yes [ **X** ] No [ ] N/A [ ]

44. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28).

Yes [ **X** ] No [ ] N/A [ ]

Airports

45. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802.

Yes [ ] No [ ] N/A [ ]

46. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810).

Yes [ ] No [ ] N/A [ ]

47. All project funds have been expended on the project and for no other purpose (R.S. 2:810).

Yes [ ] No [ ] N/A [ ]

48. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811).

Yes [ ] No [ ] N/A [ ]

Ports

49. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452.

Yes [ ] No [ ] N/A [ ]

50. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460).

Yes [ ] No [ ] N/A [ ]

51. All project funds have been expended on the project and for no other purpose (R.S. 34:3460).

Yes [ ] No [ ] N/A [ ]

52. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460).

Yes [ ] No [ ] N/A [ ]

53. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461).

Yes [ ] No [ ] N/A [ ]

Sewerage Districts

54. We have complied with the statutory requirements of R.S. 33:3881-4159.10.

Yes [ ] No [ ] N/A [ ]

Waterworks Districts

55. We have complied with the statutory requirements of R.S. 33:3811-3837.

Yes [ ] No [ ] N/A [ ]

Utility Districts

56. We have complied with the statutory requirements of R.S. 33:4161-4546.21.

Yes [ ] No [ ] N/A [ ]

Drainage and Irrigation Districts

57. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [ ] No [ ] N/A [ ]

Fire Protection Districts

58. We have complied with the statutory requirements of R.S. 40:1491-1509.

Yes [ ] No [ ] N/A [ ]

Other Special Districts

59. We have complied with those specific statutory requirements of state law applicable to our district.

Yes [ ] No [ ] N/A [ ]

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

_____Secretary_____Date

_____Treasurer_____Date

_____President_____Date

**RESOLUTION NO. ____ OF 2022**

**A RESOLUTION TO RECOGNIZE APRIL 2022 AS SEXUAL ASSAULT AWARENESS MONTH IN THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**COUNCILMEMBER: GRAYSON BOUCHER**

**WHEREAS,** since 2001, National Sexual Violence Resource Center (NSVRC) has coordinated the national Sexual Assault Awareness Month campaign observed every April; and

**WHEREAS**, this year's theme is 'Building Safe Online Spaces Together; and

**WHEREAS**, for too long, harassment, cyberbullying and exploitation have been seen as inevitable behaviors online; and

**WHEREAS**, during this month-long campaign, NSVRC is making it clear that everyone can practice consent, intervene when we see harmful behaviors and promote safety and respect — both online and offline; and

**WHEREAS**, the goal of Sexual Assault Awareness Month is to raise public awareness about sexual violence, educate communities on how to prevent it and bolster prevention efforts throughout the year; and

**WHEREAS**, Sexual Assault Awareness Month is an opportunity to educate about how each of us can prevent sexual harassment, assault and abuse, sexual harassment online doesn't have to be inevitable; and

**WHEREAS**, 41 percent of Americans have been personally subjected to harassing behavior online, and an even larger share (66%) have witnessed these behaviors directed at others; and

**WHEREAS**, nationwide, 81% of women and 43% of men reported experiencing some form of sexual harassment and/or assault in their lifetime; and

**WHEREAS,** one in five women in the United States experienced completed or attempted rape during their lifetime; and

**WHEREAS**, nearly a quarter (24.8%) of men in the U.S. experienced some form of contact sexual violence in their lifetime; and

**WHEREAS**, it is estimated that 734,630 people were raped (including threatened, attempted, or completed rape) in the U.S. in 2018; and

**WHEREAS**, preventing sexual violence means addressing the root causes, including beliefs about gender equity, forms of oppression (such as racism, transphobia, and ableism), and social systems that reinforce power over others.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, acting in due, regular, and legal session convened, that the City Council hereby recognizes April 2022 as Sexual Assault Awareness Month.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CERTAIN DOCUMENTS AND INSTRUMENTS RELATIVE TO THE SUBORDINATION OF THE LOAN AND MORTGAGE RELATING TO COVENTRY PLACE LIMITED PARTNERSHIP AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**DATE**
April 20, 2022

**ORIGINATING DEPARTMENT**
Department of Community Development

**CITY COUNCIL DISTRICT**

**SPONSOR**

**PURPOSE**
To authorize the Mayor to execute Subordination Agreement relative to a loan of HOME funding for the construction of Coventry Place Apartments.

**BACKGROUND INFORMATION**
In 2001 the City of Shreveport awarded and loaned $800,000 in HOME program funds to Coventry Place Limited Partnership for the construction of the Coventry Place Apartments. This low-income, multi family, 48 unit development is located at 4565 N. Market Street. Coventry Place Limited Partnership is now seeking consent to subordinate the City's mortgage securing the HOME loan to its senior lenders.

**TIMETABLE**
Introduction: April 26, 2022
Final Passage: May 10, 2022

**ATTACHMENT(S)**
Exhibit "A" Subordination Agreement

**SPECIAL PROCEDURAL REQUIREMENTS**
None

**FINANCES**
N/A

**SOURCE OF FUNDS**
HOME Investment Partnership Program

**ALTERNATIVES**
(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

**RECOMMENDATION**
It is recommended that the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** Thea R. Scott,
Department of Community Development
Bureau Chief of Admin.

**RESOLUTION NO._____ OF 2022**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CERTAIN DOCUMENTS AND INSTRUMENTS RELATIVE TO THE SUBORDINATION OF THE LOAN AND MORTGAGE RELATING TO COVENTRY PLACE LIMITED PARTNERSHIP AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**BY COUNCILMEMBER:**

**WHEREAS,** the City of Shreveport previously made a loan of HOME Investment Partnership Funds to Coventry Place Limited Partnership in the original principal amount of $800,000; and

**WHEREAS,** these funds were awarded for the construction of the multifamily development Coventry Place Apartments; and

**WHEREAS,** the Senior Lender for the development has agreed to permit the City of Shreveport to continue its subordinate mortgage loan against the project subject to all conditions of the attached agreements; and

**WHEREAS**, the City of Shreveport consents to the subordination of its loan to Senior lenders for the project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that Adrian D. Perkins, Mayor is hereby authorized to execute a Subordination Agreement and any related documents or instruments relative to the subordination of the mortgage lien of the City of Shreveport and the Department of Community Development in and to Coventry Place Limited Partnership relative to the construction of Coventry Place Apartments.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized, empowered, and directed to take any and all such action as may be necessary to carry into effect the provisions of this Resolution.

**BE IT FURTHER RESOLVED** that if any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Resolution which validates or makes legal any provision of this Resolution which would not otherwise be valid or legal, shall be deemed to apply to this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**BE IT FURTHER RESOLVED** that all resolutions, ordinances or parts thereof in conflict herewith are hereby repealed.

**THUS DONE AND RESOLVED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____
City Attorney's Office

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
A Resolution declaring certain City of Shreveport, Louisiana, supplies, materials and equipment, specifically vehicles, to be surplus and to authorize the Purchasing Agent, or her designee, to sell and dispose of said surplus property by public auction and to otherwise provide with respect thereto.

**DATE**
April 18, 2022

**ORIGINATING DEPARTMENT**
Purchasing Division

**CITY COUNCIL DISTRICT**
City-wide

**SPONSOR**

**PURPOSE**
To declare certain vehicles to be surplus and to authorize the Purchasing Agent, or her designee, to sell and dispose of said surplus property by public auction.

**BACKGROUND INFORMATION**
The sale of supplies, materials and equipment having an acquisition value of $10,000.00 or more is prohibited unless such property is declared by Resolution to be surplus.

The City is the owner of vehicles shown in Exhibit "A".

The Purchasing Agent, after consultation with the department heads, is recommending that the items shown in Exhibit "A" be declared surplus because they are obsolete and unusable for present and future City needs. This resolution will also authorize the Purchasing Agent, or her designee, to sell and dispose of said surplus movable property in accordance with applicable law.

**TIMETABLE**
Introduction: April 26, 2022
Final Passage: May 10, 2022

**ATTACHMENT(S)**
Exhibit "A" Vehicle Listing

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

**ALTERNATIVES**
(1) Adopt the Resolution as submitted or (2) Amend the Resolution, or (3) Reject the Resolution.

**RECOMMENDATION**
It is recommended that the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** DeReka Abner-Mims, Senior Buyer
Purchasing Division

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION DECLARING CERTAIN CITY OF SHREVEPORT, LOUISIANA, SUPPLIES, MATERIALS AND EQUIPMENT, SPECIFICALLY VEHICLES, TO BE SURPLUS AND TO AUTHORIZE THE PURCHASING AGENT, OR HER DESIGNEE, TO SELL AND DISPOSE OF SAID SURPLUS PROPERTY BY PUBLIC AUCTION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS**, the City of Shreveport ("City") is the owner of supplies, materials and equipment (i.e. movable property), specifically vehicles, shown in Exhibit "A" attached hereto and made part hereof; and

**WHEREAS,** Shreveport City Charter Section 10.04 (e) states, the Purchasing Agent shall have the authority to transfer, to or between departments and agencies of the City, or to sell supplies, materials and equipment determined to be surplus, obsolete or unused after consultation with the head of the department concerned; and

**WHEREAS**, the Purchasing Agent, after consultation with the department heads, is recommending that the items shown on Exhibit "A" be declared surplus because they are obsolete and unusable for present and future City needs; and

**WHEREAS,** pursuant to Shreveport City Code Sec. 26-291(f), the sale of supplies, materials and equipment having an acquisition value of $10,000.00 or more is prohibited unless such property is declared by Resolution to be surplus; and

**WHEREAS,** "[t]he sale of surplus public property shall be by competitive bids after public notice" pursuant to Shreveport City Code Sec. 26-292; and

**WHEREAS,** La. R.S. 49:125(A), authorizes the City to sell surplus movable property at public auction, in addition to the other methods provided by law for such sales and is also authorized to employ qualified licensed auctioneers to handle said sale; and

**WHEREAS,** in accordance with La. R.S. 49:125(B), no sale at public auction shall be at a price which is less than is required by law, and all such sales shall be advertised in the manner provided by law; and

**WHEREAS,** in accordance with La. R.S. 49:125 (C), the City shall reserve the right to reject any and all bids and remove said item(s) of movable property from sale; and

**WHEREAS,** in accordance with Shreveport City Code Sec. 26-52, all titles to automotive vehicles/equipment owned by the City shall be held in the custody of the superintendent of fleet services and the Purchasing Agent shall be authorized to sign all titles to automotive vehicles owned by the City when said automotive vehicles/equipment are declared as surplus and are subject to being sold; and

**WHEREAS,** the Purchasing Agent is recommending such action(s) be taken in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened that:

1. The City owned supplies, materials and equipment (i.e. movable property) shown in Exhibit "A" attached hereto and made part hereof and having an acquisition value of $10,000.00 or more are hereby declared to be surplus property.

2. The Purchasing Agent, or her designee, is hereby authorized to sell and dispose of said surplus movable property in accordance with Shreveport City Code Sec. 26-292 by competitive bids after public notice and is also authorized to sell said property at public auction in accordance with La. R.S. 49:125.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Shreveport, or his/her designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications, and to this end the provisions of this resolution are hereby declared severable.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**BE IT FURTHER RESOLVED** that all resolutions, ordinances or parts thereof in conflict herewith are hereby repealed.

**THUS DONE AND RESOLVED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

City Attorney's Office

**(Exhibit A) 2022 VEHICLE LISTING (NOT ALL OF THE VEHICLES)**

| VEHICLE # | YEAR | MAKE | MODEL | VIN # |
|---|---|---|---|---|
| 5321 | 2016 | FORD | PICK-UP | 1FT8W3A62GEB78933 |
| 5115 | 2005 | GMC | PICK-UP | 1GTEC14X55Z322646 |
| 5269 | 2012 | CHEVROLET | PICK-UP | 1GCNCPEA3C2314488 |
| 5240 | 2008 | HOLLAND | 2WD TL100A | 28JH08006 |
| 99968 | 2002 | CHEVROLET | IMPALA | 2GIWF52E529190913 |
| 2148 | 1995 | FORD | 1/2 TON | 1FTDF15Y5SLB67315 |
| 82312 | 2005 | DODGE | CARAVAN | 1D4GP24R |
| 2290 | 2000 | GMC STRIPE | T6500 | 1GDG6C1C6YJ501922 |
| 63840 | 1996 | CHEVEROLET | S-10 TRUCK | 1GCCS1446T8131028 |

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
A Resolution authorizing the Mayor of the City of Shreveport to consent to the partial assignment of an undivided 25% interest by Pine Wave Energy Partners Operating, LLC of an Oil and Gas Lease to Mammoth Minerals, LLC and FPCC USA, INC., and to otherwise provide with respect thereto.

**DATE**
April 14, 2022

**ORIGINATING DEPARTMENT**
Office of Engineering
Property Management Section

**CITY COUNCIL DISTRICT**
A and G

**SPONSOR**

**PURPOSE**
To authorize the Mayor of the City of Shreveport to formally consent to the partial assignment by Pine Wave Energy Partners Operating, LLC unto Mammoth Minerals, LLC and FPCC USA, INC. of an undivided 25% interest in State Agency Lease No. 22042, executed October 13, 2021, between the City of Shreveport and Pine Wave Energy Partners Operating, LLC.

**BACKGROUND INFORMATION**
Pine Wave Energy Partners Operating, LLC ("Pine Wave") is the Lessee of an Oil and Gas Lease ("the lease"). Lease No. 22042 was executed on October 13, 2021 between the City of Shreveport ("City") and Pine Wave was recorded under Instrument No. 2864971. Pursuant to the Partial Assignment of Leases for Oil, Gas and Other Liquid or Gaseous Minerals recorded under Instrument No. 2872503, an undivided twenty-five percent (25%) [being twelve and one-half percent (12.5%) to each Assignee] of Pine Wave's rights, title, and interest in and to the lease was assigned unto Mammoth Minerals, LLC and FPCC USA, INC. (FPCC), with an effective date of October 14, 2021. Pine Wave has requested the City's formal written consent to this partial assignment.

**ENERGEY PARTNERS**

**TIMETABLE**
Introduction: April 26, 2022

Final Passage: May 10, 2022

**ATTACHMENTS**
Exhibit A- State Agency Lease, Instrument No. 2864971 (City of Shreveport – Pine Wave)
Exhibit B - Partial Assignment of Leases for Oil, Gas and Other Liquid or Gaseous Minerals, Instrument No. 2872503
Exhibit C - Pine Wave Energy Assignment Consent Request

**SPECIAL PROCEDURAL REQUIREMENTS**

**FINANCES**

**SOURCE OF FUNDS**

**ALTERNATIVES**
(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

**RECOMMENDATION**
It is recommended the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** Malcolm Stadtlander,
Property Management Administrator

**RESOLUTION NO. 64 OF 2022**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SHREVEPORT TO CONSENT TO THE PARTIAL ASSIGNMENT OF AN UNDIVIDED 25% INTEREST BY PINE WAVE ENERGY PARTNERS OPERATING, LLC OF AN OIL AND GAS LEASE TO MAMMOTH MINERALS, LLC AND FPCC USA, INC. TO OTHERWISE PROVIDE WITH RESPECT THERETO**.

**BY: COUNCILMEMBER**

**WHEREAS**, the City of Shreveport (the "City"), entered into Oil and Gas State Agency Lease No. 22042 (the "Lease") with Pine Wave Energy Partners Operating, LLC ("Pine Wave"), which was executed on October 13, 2021 and recorded in the Conveyance Records of Caddo Parish, Louisiana under Instrument No. 2864971; and

**WHEREAS**, Pine Wave, pursuant to a Partial Assignment of Leases for Oil, Gas and Other Liquid or Gaseous Minerals, recorded under Instrument No. 2872503, did grant, bargain, sell, transfer, assign and convey unto Mammoth Minerals, LLC and FPCC USA, INC. an undivided Twenty-Five Percent (25%) [being Twelve and One-Half Percent (12.5%) to each Assignee] interest of all rights, title and interest in and to the Lease, effective October 14, 2021; and

**WHEREAS**, in accordance with the terms of the Lease, the City has received a written request from Pine Wave, seeking the City's written consent to the partial assignment of an undivided Twenty-Five Percent (25%) [being Twelve and One-Half Percent (12.5%) to each Assignee] interest of all rights, title and interest in and to the Lease to Mammoth Minerals, LLC and to FPCC USA, INC.; and

**WHEREAS,** the partial assignment will be made subject to all of the terms and conditions of the Lease; and

**WHEREAS,** Mammoth Minerals, LLC and FPCC USA, INC. will accept the partial assignment subject to all obligations under the Lease; and

**WHEREAS,** the City's agreement and consent to assign the Lease shall not constitute a waiver of any provision of the Lease; and

**AND WHEREAS,** the assigned interest may not be further assigned to any third party without written consent from the City, pursuant to the terms of the Lease.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened, that the Mayor is hereby authorized to approve the partial assignment of the Oil and Gas Lease from Pine Wave Energy Partners Operating, LLC unto Mammoth Minerals, LLC and FPCC USA, INC.

**BE IT FURTHER RESOLVED** that if any provision or portion of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this Resolution are hereby declared severable.

**BE IT FURTHER RESOLVED** that all resolutions, ordinances or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND RESOLVED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

**City Attorney's Office**

Mike Spence, Caddo Clerk of Court
Online Instrument# 2864971
12/09/2021 11:36 AM
Number of Pages: 15

MARKEYDA EDWARDS
CADDO PARISH DEPUTY CLERK

# LEASE FOR OIL, GAS AND OTHER LIQUID OR GASEOUS HYDROCARBON MINERALS

**State Agency Lease No. 22042**

**STATE OF LOUISIANA**
**PARISH OF EAST BATON ROUGE**
**Louisiana State Lease Form Revised 2019**

**WHEREAS,** under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the State Mineral and Energy Board ***("Board")*** acting pursuant to the request of CITY OF SHREVEPORT, advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the property described below; and

**WHEREAS,** in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the 13TH day of OCTOBER, 2021, at a meeting of the Board; and

**WHEREAS,** by resolution duly adopted, the Board accepted on the 13TH day of OCTOBER, 2021 ***("Effective Date")***, the bid of and awarded this Lease to PINE WAVE ENERGY PARTNERS OPERATING, LLC ***("Lessee")***, whose address is 329 SOUTH MAIN STREET, FORT WORTH, TX 76104, as the most advantageous to the State, as Lessor.

**NOW THEREFORE,** be it known and remembered that the Board, acting under said authority, and acting for and in behalf of the CITY OF SHREVEPORT, as Lessor, does hereby lease, let, and grant unto said Lessee, the Leased Premises as defined below for the purpose of exploring by any method including, but not limited to seismic, geophysical and geological exploration for formations or structures, prospecting, drilling for and producing oil, gas and any other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas, hereinafter sometimes referred to as "oil, gas or other liquid or gaseous minerals". This grant of authority shall include the exclusive right to explore and produce oil, gas and other liquid or gaseous minerals in solution produced with oil or gas on the Leased Premises at the depths covered by this Lease. In connection therewith and as limited herein, Lessee shall have the right to use so much of the Leased Premises as reasonably may be necessary for such operations including, but not limited to storing minerals and fluids in facilities on the Leased Premises by means other than subsurface storage, laying pipelines, dredging canals, building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and/or facilities.

The property ***("Leased Premises")*** subject to this Lease, situated in the Parish(es) of CADDO, State of Louisiana, is more fully described as follows:

ENTIRE TRACT 45467 - Caddo Parish, Louisiana
A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from City Of Shreveport on September 8, 2021, being more fully described as follows: All lands in Sections 34 and 35, Township 18 North, Range 15 West, and in Sections 2 and 11, Township 17 North, Range 15 West, being more fully described as follows:

1) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 35, Township 18 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, Moss Point Drive, Risinger Drive and Marty Lane, containing 8.14 acres, more or less;

2) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 34, Township 18 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, containing 0.52 acres, more or less;

3) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 2, Township 17 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, Risinger Drive, Shorewood Drive, Pines Road, Long Timbers Drive, Brookline Drive, Noxubee Drive, Bonnieview Road, Altavista Drive, Long Pines Drive, Towering Oaks Drive, Louene Circle, Kingfish Drive, Schober Circle, Gahagan Circle, Snapper Circle, Timber Knoll Drive, Timber Court, Wonderland Drive, Mary Frances Drive, Randy Way, Brendlyn Drive, Yarborough Road and Irish Circle, containing 60.70 acres, more or less;

4) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, Yarborough Road, Pines Road, Gemini Drive, Twilight Lane, Virgo Drive, Galaxy Lane, Venus Drive, Milky Way, Jefferson Paige Road, Tamerlane Drive, Oak Valley Drive, Oak Park Drive, Joy Drive, Kingswood Drive, Kenwood Drive, Sabine Lane, La Fleur Drive, Goree Lane, Ernwood Circle, Bocage Drive, Gilwood Circle, Bocage Circle, Glendale Lane, Sonhaven Drive and Nottaway Drive, containing 53.02 acres, more or less;

5) That certain tract or parcel of land containing 0.44 of an acre, more or less, situated in the Southwest Quarter (SW/4) of Section 35, Township 18 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171502-001-0019-00. Said tract being a portion of the lands described in that certain Ordinance dated November 13, 1991, and recorded in Book 2783, Page 248, under Entry No. 1325963 of the Conveyance Records of Caddo Parish, Louisiana;

6) That certain tract or parcel of land containing .3429 acres, more or less, being known and designated as "LOT 6 OF HILLTOP SUBDIVISION, UNIT 7", situated in the Northeast Quarter (NE4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-002-0006, being further depicted on that certain plat of survey of the Hilltop Subdivision Unit No. 7, dated July 26, 1976 and recorded in Book 1500, Page 403, of the Conveyance Records of Caddo Parish, Louisiana;

7) That certain tract or parcel of land containing 0.28 of an acre, more or less, being known and designated as "LOT 12 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0012-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Judgment of Taking dated November 13, 1991, and recorded in Book 3502, Page 201, under Entry No. 1779316, both of the Conveyance Records of Caddo Parish, Louisiana;

8) That certain tract or parcel of land containing 0.37 of an acre, more or less, being known and designated as "LOT 13 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0013-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Act of Cash Sale dated September 7, 2001, and recorded in Book 3485, Page 484, under Entry No. 1767634, both of the Conveyance Records of Caddo Parish, Louisiana;

9) That certain tract or parcel of land containing 0.24 of an acre, more or less, being known and designated as "LOT 14 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0014-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Quitclaim Deed dated March 21, 2008, and recorded in Book 4028, Page 49, under Entry No. 2147935, both of the Conveyance Records of Caddo Parish, Louisiana;

10) That certain tract or parcel of land containing 0.2291 of an acre, more or less, being known and designated as "LOT 77 OF WESTERN HILLS VILLAGE SUBDIVISION", situated in the Southeast Quarter (SE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-018-0077, being further depicted on that certain plat of survey of the Western Hills Village Subdivision, recorded on March 6th, 1973 in Book 1400, Page 443, of the Conveyance Records of Caddo Parish, Louisiana;
11) That certain tract or parcel of land containing 0.1016 of an acre, more or less, being known and designated as the west half of an abandoned in-wood road, lying between Lots 2 and 3 of "WESTERN HILLS NORTH SUBDIVISION", situated in the Southeast Quarter (SE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171502-015-0011, being further depicted on that certain plat of survey of the Western Hills North Subdivision, dated October 7, 1971, and recorded in Book 1300, Page 427, of the Conveyance Records of Caddo Parish, Louisiana;
12) That certain tract or parcel of land containing 0.3764 of an acre, more or less, being known and designated as "LOT 11 OF LONG TIMBERS SUBDIVISION", situated in the Northwest Quarter (NW/4) of Section 2, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171502-015-0011, being further depicted on that certain plat of survey of the Long Timbers Subdivision, dated August 4, 1978, and recorded in Book 1700, Page 223, of the Conveyance Records of Caddo Parish, Louisiana;
13) That certain tract or parcel of land containing 0.22 of an acre, more or less, being known and designated as "LOT 18 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171511-020-0018-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Tax Adjudication Deed dated July 8, 1992, and recorded in Book 2828, Page 396, under Entry No. 1351134, both of the Conveyance Records of Caddo Parish, Louisiana;
14) That certain tract or parcel of land containing 0.64 of an acre, more or less, situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-000-0057-00. Said tract being further described in that certain Donation dated January 23, 1973, and recorded in Book "F", Page 333, under Entry No. 583557 of the Conveyance Records of Caddo Parish, Louisiana.

The total acreage for Sections 34 and 35, Township 18 North, Range 15 West, and Sections 2 and 11, Township 17 North, Range 15 West being **125.62 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the leased premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a drilling unit which included a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

NOTE: Upon the expiration of the primary term hereof or any extension thereof by operations, this lease shall automatically terminate and be of no further force or effect except as to all that part of the leased premises then included within the geographical boundaries of a producing unit duly established by governmental agency or authority having jurisdiction, from the surface of the earth to a depth of one hundred (100) feet below the deepest depth from which any well commenced during the primary term hereof on the leased premises or on lands pooled therewith is completed and from which there is production in paying quantities, such depth determination to be made on a unit by unit basis. In the absence of units so established, this lease shall terminate except as to forty (40) acres around each producing oil well and one hundred sixty (160) acres around each producing or shut-in gas well located on the leased premises, in as near the form of a square as is practicable, from the surface of the earth down to a depth of 100 feet below the deepest depth from which said well or wells are completed and from which there is production in paying quantities, such depth determination to be made on a well by well basis.

This Lease excludes free sulfur, potash, lignite, salt and other solid minerals, and alternative energy sources including geothermal energy. Lessee shall not have any right to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits, nor any right under this Lease in regard to alternative energy sources as defined by La. R.S. 30:124.

Should this Lease, when executed or thereafter, not cover all depths as to the Leased Premises or a portion thereof, the rights of Lessor or another lessee to conduct operations for the exploration, development and production of oil, gas or other liquid or gaseous minerals as to such excluded depths shall be exercised with reasonable regard for the rights of Lessee (as provided in La. R.S. 31:11), and vice versa.

Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the Leased Premises "AS IS". Lessor has no obligation to make any repairs, additions or improvements to the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any purposes intended by Lessee or contemplated by this Lease.

Lessor reserves the right to exclude certain sites from drilling and/or production activities in areas having special wildlife, environmental, or recreational significance on State surface lands and/or water bodies.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject to the surface usage for seismic and geophysical exploration by any seismic permittee of the State whose valid permit predates the Effective Date of this Lease, but only to the extent that such permit covers all or a portion of the surface area encompassed within the geographical boundary of the Leased Premises. The said seismic permittee shall owe Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to reimburse Lessee for surface usage, but said seismic permittee shall not unreasonably interfere with Lessee's exercise of its rights acquired hereunder.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject and subservient to surface usage for integrated coastal protection or hurricane and flood protection projects promulgated, funded and/or effected through the State, the Coastal Protection and Restoration Authority, the Department of Natural Resources and/or their divisions, whether solely or in conjunction with other federal, state or local government agencies, or with private individuals or entities. Lessee shall hold the State, its departments, agencies, boards and commissions including, without limitation, the Coastal Protection and Restoration Authority, the Department of Natural Resources, the Office of Mineral Resources (***"OMR"***), the Board and their officers, employees, agents and representatives, and the United States government, its departments, agencies and divisions, together with their respective officers, employees, agents and representatives, free and harmless of and from any claims, actions and/or causes of action, except as limited by law, for loss, harm or damage to the rights of any party arising under this Lease or any other contract, permit or license of Lessee related to this Lease caused by the diversion of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection projects, or any other such action taken for the purpose of management, preservation, enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related public or renewable resources. Lessee, in the exercise of its rights granted hereunder, shall utilize the best technology commercially available, including directional drilling, so as to minimize interference with the ongoing surface usage entailed in the development, construction and maintenance of said integrated coastal protection and/or hurricane and flood protection projects.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

During the term of this Lease, Lessee shall comply with all federal, state, and local laws and regulations, whether now in effect or enacted in the future, in carrying out the provisions of this Lease.

The references in this Lease to statutes and regulations apply to the statute and regulation as such existed at the time this Lease was revised and also to any amended or successor statute or regulation.

## DEFINITIONS

For purposes of this Lease, the following definitions shall apply:

(A) ***"Acceptable Lease Operations"*** shall mean either Actual Drilling Operations or Actual Reworking Operations, as defined below, conducted on the Leased Premises in Good Faith and with due diligence. Under no circumstances shall drilling or otherwise creating salt water disposal wells constitute Acceptable Lease Operations.

(1) ***"Actual Drilling Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: (a) drilling commenced by spudding-in of a new well; (b) deepening or sidetracking of an existing well; (c) plugging back or attempted recompletion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); or (d) completing any such well, including the installation of equipment in the wellbore that is necessary to complete the well as a producer and/or to maintain downhole completion activity. The installation of flowlines or other surface facilities needed to produce the well shall not be considered as Actual Drilling Operations.

Actual Drilling Operations shall include directional drilling operations (deviation from vertical), in which event such Actual Drilling Operations shall be considered to have commenced on the Leased Premises when the drill stem penetrates beneath the surface of the Leased Premises.

Actual Drilling Operations shall be deemed to terminate on the last day downhole operations of any kind are conducted, such as drilling, testing or completion.

(2) ***"Actual Reworking Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: reconditioning, cleaning out or otherwise attempting to directly establish, increase or restore production in an existing well by downhole operations.

Actual Reworking Operations shall be deemed to terminate on the last day any such downhole operations are conducted.

(B) ***"Affiliate"*** shall mean any business concern, organization, or individual that controls, is controlled by or is under common control with Lessee or operator. The power to control is the key factor in affiliation with another business concern, whether exercised or not.

(1) Control may consist of:
(a) Shared management or ownership;
(b) Common use of facilities, equipment, and employees; and/or
(c) Family interest.

(2) Indicators of Lessee affiliates may include:
(a) Common ownership; and/or
(b) Common management and identity of interest.

(3) Power to control exists when a person or entity has fifty percent (50%) or more ownership. It may also exist with considerably less than fifty percent (50%) ownership by contractual arrangement or when a person or entity owns a large share compared to other parties.

(4) The term "Affiliate" shall also mean any business concern, organization, or individual operating a well on the Leased Premises, making royalty payments, or engaged in the sale of oil, gas or products for the Lessee or an operator.

(C) ***"Anniversary Date"*** shall mean the same date on each next ensuing year or years after the Effective Date of this Lease.

(D) ***"Good Faith"*** as used in the definition of Acceptable Lease Operations, Actual Drilling Operations and Actual Reworking Operations shall mean that each well operation must be:

(1) Commenced with reasonable expectation of discovering and producing minerals in paying quantities at a particular point or depth; and

(2) Conducted in such a manner that constitutes a single operation although actual drilling is not conducted at all times.

(E) ***"Leasehold Payments"*** shall mean Rental payments, Deferred Development Payments, Shut-In Payments and any other payments allowed to maintain this Lease in whole or in part.

(F) The term "Lessee" as used throughout this Lease, means and includes the original Lessee named in this Lease, any Affiliate of Lessee, and all assignees, heirs, successors and any Affiliate of any such assignees, heirs or successors.

(G) ***"Non-Affiliate"*** shall mean a person, company, firm or other business unit that is not an Affiliate.

(H) ***"Production in Paying Quantities"*** shall mean production of oil, gas or other liquid or gaseous minerals in paying quantities as defined by La. R.S. 31:124 from the Leased Premises, in addition, notwithstanding the provisions of La. R.S. 31:125, the amount of royalties payable on such production must also be sufficient to constitute serious or adequate consideration to the Lessor.

(I) ***"Unit"*** shall mean unitized or pooled mineral acreage by order of a governmental agency or by conventional agreement approved by Lessor.

## ARTICLE 1 – BONUS

Lessee has this day paid to Lessor a cash payment of One Hundred Eighty-Eight Thousand Four Hundred Thirty and No/100ths ($188,430.00) Dollars one-half (1/2) of which is (a) full and adequate consideration for every right granted hereunder and one-half (1/2) of which is (b) the annual Rental for the first year of this Lease.

## ARTICLE 2 – PRIMARY TERM

(A) Subject to the provisions hereof, this Lease shall be for a term of Three (3) years (***"Primary Term"***) and for so long thereafter as this Lease is maintained in force in any manner provided herein.

(B) If the Lessee is not in default under any of the terms and conditions of the Lease, the Lessee may apply to the Board in writing to extend the Primary Term of this Lease by a maximum of two (2) additional years. The Lessee must file this request to OMR not later than ninety (90) days prior to the expiration of the initial Primary Term. The Board may extend the Primary Term and said extension shall be on the same terms and conditions as set forth herein, except for any additional consideration and/or modified terms accepted by the Board for the granting of said extension.

## ARTICLE 3 - LEASE MAINTENANCE

(A) Lease Maintenance During the Primary Term:

(1) If Actual Drilling Operations or Production in Paying Quantities is not occurring on the first Anniversary Date, this Lease shall terminate unless Lessee, on or before the first Anniversary Date, pays to Lessor the sum of Ninety-Four Thousand Two Hundred Fifteen and No/100ths ($94,215.00) Dollars (***"Rental"***). Timely payment of a Rental shall extend for twelve (12) months from the Anniversary Date the time within which Actual Drilling Operations or Production in Paying Quantities must be commenced in order to maintain this Lease. If, during the Primary Term but after the first year thereof, this Lease has been maintained and Actual Drilling Operations or Production in Paying Quantities is not occurring on an Anniversary Date, this Lease shall terminate unless Lessee pays a Rental to the Lessor on or before that Anniversary Date. The Lessor is not required to give notice that Rentals are due. Rental payment by Lessee shall be made by check, draft or in a form acceptable by the Board and made payable to the order of the "Office of Mineral Resources" and delivered or mailed to OMR on or before the Anniversary Date.

(2) If Actual Drilling Operations or Production in Paying Quantities is occurring on an Anniversary Date during the Primary Term, no Rental shall be due and this Lease shall remain in effect for twelve (12) months from that Anniversary Date as if a Rental had been paid.

(3) Should Actual Drilling Operations be abandoned or suspended or Production in Paying Quantities cease at any time within a period of ninety (90) days prior to an Anniversary Date during the Primary Term, Lessee shall have a period of ninety (90) days after the date of such abandonment, suspension or cessation within which to commence or resume Actual Drilling Operations or Production in Paying Quantities on the Leased Premises, or make the Rental payment. The commencement or resumption of Actual Drilling Operations or Production in Paying Quantities or payment of Rental within the ninety (90) day period shall have the same effect as though such were commenced, resumed or Rental paid on or before the Anniversary Date.

(B) Lease Maintenance at the end of the Primary Term and Thereafter:

(1) This Lease shall terminate at the end of the Primary Term unless Acceptable Lease Operations or Production in Paying Quantities is occurring. If Acceptable Lease Operations or Production in Paying Quantities is occurring at the end of the Primary Term, this Lease shall terminate unless Acceptable Lease Operations or Production in Paying Quantities continue without a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities and their recommencement.

(2) If Acceptable Lease Operations or Production in Paying Quantities cease within ninety (90) days prior to expiration of the Primary Term or at any time after the Primary Term, and Lessee commences or resumes Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days after such cessation, this Lease will continue for so long as Acceptable Lease Operations or Production in Paying Quantities continue. If Lessee fails to commence Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days or there is a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities, this Lease shall thereupon terminate.

(3) Notwithstanding anything in Article 3(B)(1) or 3(B)(2), this Lease may also be maintained in some cases after the Primary Term in accordance with Article 3(C) (Deferred Development Payment), Article 3(D) (Shut-In Payment) and Article 5 (Force Majeure and Suspending Event).

(C) Lease Maintenance when Leased Premises included in a Unit:

(1) Notwithstanding anything to the contrary herein contained, in the event all or a portion of the Leased Premises is included by itself or with other lands in a Unit, then Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments attributed to that Unit (***"Unitized Operations"***) shall serve to maintain this Lease, pursuant to the applicable provisions found in sections (A), (B), or (D) of this Article, only as to that portion of the Leased Premises embraced in such a Unit and this Lease shall terminate as to all acreage lying outside the Unit (***"Outside Acreage"***) unless maintained as set forth herein below. For purposes of maintaining this Lease with Unitized Operations pursuant to this section, the definitions for the defined terms Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments, are expanded to include operations, production or payments attributed to wells whether located on the Leased Premises or on lands pooled or unitized therewith. As used herein, the term ***"Deferred Development Payment"*** shall mean a sum equal to one-half of the per-acre cash bonus payment made for this Lease multiplied by the number of acres in the Outside Acreage.

(2) This Lease may be maintained as to Outside Acreage as otherwise allowed under the terms of this Lease or as follows:

(a) Lessee pays the Lessor a Deferred Development Payment on or before the Anniversary Date of this Lease next ensuing after the commencement of Unitized Operations; or

(b) In the event that Unitized Operations commence within ninety (90) days before the Anniversary Date next ensuing after the commencement of Unitized Operations, Lessee shall make a Deferred Development Payment within ninety (90) days of said commencement of the Unitized Operations; or

(c) In the event that this Lease is being maintained as to Outside Acreage by Acceptable Lease Operations and/or Production in Paying Quantities, and such Acceptable Lease Operations and/or Production in Paying Quantities cease for any cause and this Lease is not otherwise maintained as to Outside Acreage under the terms of this Lease, Lessee shall, within ninety (90) days of said cessation, resume Acceptable Lease Operations and/or Production in Paying Quantities as to the Outside Acreage or make a Deferred Development Payment on or before the end of the ninety (90) day period.

(3) The Deferred Development Payment shall maintain this Lease as to Outside Acreage until the next Anniversary Date. By payment of the Deferred Development Payment on or before each succeeding Anniversary Date, this Lease may be maintained as to Outside Acreage during the remainder of the Primary Term and up to two (2) years beyond the Primary Term.

(4) Nothing contained in this Article is intended to create nor shall have the effect of creating several or separate Leases, or in any manner serve to extend, increase or limit the obligation of Lessee to protect the Leased Premises from drainage as required in this Lease or otherwise.

(D) Shut-In Payments:

(1) If at any time or times (during or after the Primary Term) there is on the Leased Premises a gas and/or oil well or wells capable of Production in Paying Quantities, but gas and/or oil is not being used, produced or marketed therefrom because of the lack of a reasonable market or production/marketing facilities (***"Qualifying Conditions"***), and if this Lease is not then being otherwise maintained, Lessee may make a request to maintain this Lease in force by making a payment at the rate of Fifty Dollars ($50.00) per acre for the acreage not otherwise maintained under the terms of this Lease (***"Shut-In Acreage"***), but in no event shall payment be less than One Thousand Dollars ($1,000.00) (***"Shut-In Payment"***). A Shut-In Payment shall maintain this Lease as to Shut-In Acreage for a period of six (6) months (***"Shut-In Period"***), during which, it shall be considered that there is Production in Paying Quantities for lease maintenance purposes only. The Shut-In Payment must be made prior to the termination of this Lease as to the Shut-In Acreage.

(2) Lessee's request to make a Shut-In Payment must clearly demonstrate proof to the Lessor the existence of the Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Lessee's request to make a Shut-In Payment requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably

withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment.

(3) Lessee may request up to a maximum of six (6) consecutive Shut-In Periods. For each subsequent request following the initial Shut-In Period, Lessee must clearly demonstrate proof to the Lessor the existence of Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Each such subsequent request requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment. Each such subsequent request must be received prior to the end of the then existing Shut-In Period, and, if authorized, shall commence upon expiration of the then existing Shut-In Period. If Lessee's subsequent request is denied, then on the last day of the then existing Shut-In Period, this Lease shall terminate unless it can be maintained under other provisions hereof. Notwithstanding the limitation upon consecutive Shut-In Periods, for compelling reasons proven to the satisfaction of Lessor, Lessee may request, and Lessor may grant an additional Shut-In Period or periods in accordance with the terms and requirements herein, with any such extension(s) to be approved via an acknowledgment Resolution of the Board, having the effect of an amendment of this Lease.

(E) Termination of Deep Rights:

(1) The Lessor may terminate this Lease on the second Anniversary Date beyond the end of the Primary Term (or, if Acceptable Lease Operations on the Leased Premises or on lands pooled or unitized therewith are ongoing within ninety (90) days before such second Anniversary Date, then upon the lapse of all such Acceptable Lease Operations for more than ninety (90) days) as to the depths lying below the stratigraphic equivalent of one hundred feet (100') below the base of the deepest stratigraphic formation that at such time is either producing or capable of production and is encountered by a well located on the Leased Premises or on lands pooled or unitized therewith; or a deeper depth agreed to by the Lessor (***"Deep Rights Acreage"***). Prior to exercising its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall send written notice of its intentions to exercise said right to the Lessee on or before the first Anniversary Date beyond the end of the Primary Term.

(2) In the event that Lessor exercises its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall have the right to enter into new agreements for the exploration and production of minerals from the Deep Rights Acreage, and in connection therewith to grant someone other than the Lessee the right to explore, develop, produce and market minerals from the Deep Rights Acreage, together with the rights of ingress and egress through the Leased Premises to conduct such operations, commensurate with the rights granted to Lessee herein, including the right to penetrate and drill through the formations above the Deep Rights Acreage. The rights retained by the Lessee and the rights granted with respect to the Deep Rights Acreage shall be exercised in such manner that neither shall unduly interfere with the operations of the other upon the Leased Premises or the Deep Rights Acreage.

## ARTICLE 4 – TRANSFERS AND ASSIGNMENTS

(A) No assignment, sublease or other transfer, in whole or in part, of any rights or interest granted to Lessee under this Lease (collectively hereinafter referred to as an ***"Assignment"***) shall be valid unless approved by Lessor in accordance with La. R.S. 30:128 and as amended. Nonetheless, an Assignment shall not include, and the prior sentence shall not apply to, the granting of a mortgage in, collateral assignment of production from, or other security interest in this Lease or the transfer of an overriding royalty interest, production payment, net profits interest, or similar interest in this Lease.

(B) An assignor, sublessor or transferor making an Assignment of this Lease is not relieved of his obligations or liabilities under this Lease unless the Lessor has discharged him expressly and in writing, notwithstanding approval of the Assignment by Lessor and regardless of any understanding, agreement, language or reference to the contrary set forth in the terms and conditions of the Assignment.

(C) All terms, provisions, conditions, duties, responsibilities and obligations of this Lease shall be binding upon and inure to the benefit of an assignee(s), sublessee(s) and transferee(s) to the extent of the interest acquired.

## ARTICLE 5 – FORCE MAJEURE AND SUSPENDING EVENTS

(A) (1) If, at any time this Lease is being maintained by Acceptable Lease Operations and/or Production in Paying Quantities, and Lessee is prevented from continuing Acceptable Lease Operations and/or Production in Paying Quantities by the occurrence of a Force Majeure or Suspending Event as defined in this Article, (***"Incident"***), and Lessee cannot maintain this Lease under any other operative provision of this Lease, such as the Rental payment, Deferred Development Payment or Shut-In Payment, then and only then shall the date for Lessee to re-commence Acceptable Lease Operations and/or Production in Paying Quantities in order to maintain this Lease be postponed on a day-for-day basis for so long as the adverse effects of the Incident continue, providing that Lessee provides OMR with notice in accordance with section (B) of this Article and that Lessee is diligently, reasonably and in good faith attempting to mitigate and eliminate the effects of the Incident. The occurrence of an Incident shall not maintain this Lease for more than twelve (12) months from the date of the Incident onset unless extended by Lessor.

(2) A determination as to whether Lessee can utilize this Article and whether Lessee has complied with the requirements thereof is at the sole, reasonable discretion of Lessor. In making such a determination, Lessor shall not consider Lessee's financial inability to comply with any of the obligations of this Lease and an increase in costs of performing the obligations set forth in this Lease shall not constitute circumstances beyond Lessee's control.

(B) Within ninety (90) days of the Incident onset, Lessee shall submit a written notice containing the following: (1) the onset date, description and nature of the Incident; (2) the effects preventing continuation of Acceptable Lease Operations or Production in Paying Quantities; (3) a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations and/or Production in Paying Quantities; (4) an estimated time for resumption of Acceptable Lease Operations or Production in Paying Quantities; and (5) any other information or documentation evidencing the existence of the Incident requested by Lessor. Notice given beyond ninety (90)

days shall not be considered reasonable notice and the application may be denied by Lessor barring consequential extenuating circumstances.

(C) Every thirty (30) days following the notice required in section (B) of this Article, Lessee shall be required to submit written, detailed reports on a monthly basis to OMR giving therein a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations or Production in Paying Quantities. If the reports are not timely submitted or if Lessee did not attempt in good faith to mitigate the effects of the Incident, Lessor, after notice and opportunity to be heard, may declare the Incident recognition to be ended and that Lessee may not after such failure utilize this provision to excuse any failure to comply with any obligations of this Lease relating to the particular Incident involved.

(D) A ***"Force Majeure"*** event, as herein utilized, shall be a fortuitous event that is beyond Lessee's control and is not ultimately determined to be caused by Lessee or due to Lessee's negligent or intentional commission or omission, or failure to take reasonable and timely foreseeable preventative measures that would have mitigated or negated the effects of the event. An example of a Force Majeure event may include, depending on the specific circumstances involved: (1) a major storm, major flood or other similar natural disaster; or (2) a major accident such as a blowout, fire or explosion.

(E) A ***"Suspending Event"***, as herein utilized, shall be: (1) the lack of availability, after Lessee has diligently, timely and in good faith attempted to secure same, of any required equipment and/or personnel, such as the specific type of rig or specific type of casing or drill pipe; or (2) the unreasonable delay by any government agency or political subdivision in granting permits necessary for Acceptable Lease Operations or Production in Paying Quantities; or (3) an order of any federal or state court of competent jurisdiction preventing Acceptable Lease Operations or Production in Paying Quantities; or (4) the act of a third party, not under the control or at the instigation of Lessee, in shutting down and unreasonably refusing to reopen any facility through which hydrocarbons from this Lease are necessarily passed as part of production (and provided there is no other reasonably economical method of carrying on production); or (5) other events not described herein that are recognized by Lessor.

## ARTICLE 6 – UNITS

(A) Lessee may include all or a portion of the Leased Premises within a Unit. Nonetheless, Lessee must obtain Lessor's approval prior to including all or a portion of the Leased Premises in a Unit through a conventional agreement.

(B) If Lessee applies for, gives notice of the intent to apply for, or receives notice of an application to the Commissioner of Conservation for the creation, dissolution, or modification of any Unit that includes, or is seeking to include or exclude, all or a portion of the Leased Premises, Lessee shall provide Lessor with copies of same, in addition to any information attached thereto. If Lessee is the applicant, said copies shall be furnished to Lessor either at the time the application or notice is filed with the Commissioner of Conservation or at the time required by applicable orders or regulations of the Commissioner of Conservation for furnishing such information, whichever is earlier; if Lessee is not the applicant, said copies shall be furnished to Lessor promptly after Lessee receives copies of such application or notice. For a Unit created by an order of the Commissioner of Conservation, which includes all or a portion of the Leased Premises, Lessee shall furnish Lessor a survey plat of each Unit so created.

## ARTICLE 7 – PROTECTION AGAINST DRAINAGE

(A) Lessee agrees to protect the Leased Premises from drainage of oil, gas or other liquid or gaseous minerals by a well producing from adjacent or nearby property ***("Adjacent Well")*** not owned by Lessor and not included in a Unit (***"Drainage"***). It shall be presumed, subject to rebuttal by Lessee, that Drainage is occurring if the Adjacent Well is producing within six hundred and sixty feet (660') of the Leased Premises (or within any spacing or pooling unit distance greater than six hundred and sixty feet (660') established by the Commissioner of Conservation), provided such well is not exempt from Statewide Order 29-E spacing requirements. This presumption shall not serve to limit or preclude Lessee's obligation to protect the Leased Premises from Drainage in cases where the facts giving rise to the presumption do not exist.

(B) In order to satisfy its obligation to protect from Drainage, Lessee shall, within one hundred twenty (120) days after the completion date of the Adjacent Well, begin Actual Drilling Operations for a well drilled to a depth necessary to protect the Leased Premises from Drainage, if a reasonably prudent operator would drill such a well (***"Offset Well"***). If Lessee is not an operator or does not have an interest in the Adjacent Well, the Lessee shall be required to begin such operations within one hundred twenty (120) days after receipt of written notice from Lessor.

(C) Lessee may delay the drilling of an Offset Well for a period not to exceed one (1) year by making payments to Lessor in the same manner and amount equal to one-half (1/2) the royalties Lessee would have to pay pursuant to this Lease, as if the production being obtained from the Adjacent Well was being obtained from a well producing from the Leased Premises (***"Offset Royalties"***). Offset Royalties are intended to permit Lessee time to further evaluate the producing Adjacent Well, and the payment of Offset Royalties shall not of itself serve to maintain this Lease if not otherwise maintained.

(D) The obligation to protect the Leased Premises from Drainage and the requirements of this Article shall be satisfied with respect to a particular Adjacent Well on the date that Lessee either releases the affected portion of the Leased Premises or initiates unitization proceedings to include all or a portion of the Leased Premises within a Unit in which the particular Adjacent Well is serving as the Unit well. Any damages from Drainage occurring prior to the date such a release is executed or such Unit is created are owed by the Lessee to the Lessor.

## ARTICLE 8 – LESSEE REPORTING

(A) Lessee shall furnish Lessor, upon request, well and survey data reasonably available to Lessee relating to the Leased Premises or lands pooled therewith including, but not limited to: (1) all wire line surveys and all (open and cased hole) logs run in the well in paper and digital formats to be determined by Lessor; (2) directional surveys; (3) mud logs and core descriptions of both sidewall samples and conventional cores; (4) drill stem and production test data; (5) daily drilling reports (to be supplied weekly); and (6) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. Upon request, Lessee also shall furnish Lessor with any and all other information reasonably available to Lessee to

keep Lessor informed of Lessee's compliance with the provisions of this Lease and operations on the Leased Premises. To the extent allowed by law, Lessor agrees to keep confidential any information submitted under this Article that is not already part of the public domain.

(B) Nothing in this Article shall require Lessee to furnish or permit inspection of Lessee's interpretation of the information referred to above. Lessor's representatives shall have access, at reasonable times and intervals, to examine and inspect Lessee's information and operations being conducted on the Leased Premises or lands pooled or unitized.

## ARTICLE 9 – ROYALTY

(A) Unless Lessor elects to take in-kind all or any part of the portion due Lessor as royalty on minerals produced, saved, sold, utilized or severed hereunder pursuant to La. R.S. 30:127(C), which option may be exercised at any time and for any duration upon written notice to Lessee, Lessee shall pay royalty to the Lessor as follows:

(B) Royalty On Oil:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral, produced, saved, sold, utilized or severed from, or attributable to, the Leased Premises. When such oil is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such oil shall be the price received by Lessee for such oil under the contract. If such oil is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the oil shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such oil, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for oil of like kind and quality from the field from which such oil is being produced, or if no oil is being sold from that field, the average of prices paid for oil of like kind and quality in the three (3) nearest fields in which oil of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of oil.

(2) Lessee shall place oil produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said oil any costs associated with putting the oil into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for oil means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area.

(3) Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such oil is run. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of oil: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; (c) costs incurred for pumping, lifting, recycling, handling, treating, separating, dehydrating, removing contaminants, or in any way processing oil production to put it in marketable condition; and (d) the cost of storage on the Leased Premises or in the field. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible.

(4) If Lessee delivers such oil at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such oil the reasonable, actual, unreimbursed costs of transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate party. If such transportation is by means of facilities owned or co-owned by the Lessee or an Affiliate, Lessee may deduct from the value of oil a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(C) Royalty On Gas:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. When such gas is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such gas shall be the price received by Lessee for such gas under the contract. If such gas is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the gas shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such gas, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three (3) nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of gas. Notwithstanding anything contained in this Article to the contrary, payment of royalty to Lessor shall not be due on gas vented or flared in accordance with the requirements of Office of Conservation's Statewide Order No. 45-I-A (LAC 43:XIX Chapter 35) in effect now and as amended.

(2) Lessee shall place gas produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said gas any costs associated with putting the gas into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for gas means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area, or when the gas meets the location, quality and pressure specifications for transmission into an interstate pipeline or processing facility.

(3) Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such gas is produced. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of gas: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; and (c) costs incurred for lifting, recycling, separating, treating, dehydrating, removing contaminants, amine treating, glycol, methanol and chemical injection, or in any way processing gas production to put it in marketable condition. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible. Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

(4) If Lessee delivers such gas at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such gas the reasonable, actual, unreimbursed costs for transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate. If such transportation is by means of facilities owned by the Lessee or an Affiliate, Lessee may deduct from the value of gas a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(D) Royalty On NGLS:

(1) Gas produced hereunder, including casinghead gas, may be processed in a gasoline or other extraction plant in or serving the field; and natural gasoline, natural gas liquids or other products (***"NGLs"***), may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. Lessor shall be paid a royalty on all residue gas remaining after such processing or extraction pursuant to the amount and terms set forth in section (C) of this Article. Lessee shall pay the Lessor Twenty Percent (20%) as royalty on the value, as hereinafter provided, of NGLs processed or extracted from all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. If Lessee enters into an arm's length contract with a Non-Affiliate for the processing of gas, which is prudently negotiated under the facts and circumstances existing at the time of execution, and under which such party retains in kind a portion of the NGLs recovered from or attributed to such gas as consideration for processing, Lessee shall pay such royalty on the NGLs allocated to Lessee under such contract. If Lessee enters into a contract for processing gas with an Affiliate, or if the contract is not arms' length or is not prudently negotiated under the facts and circumstances existing at the time of execution, Lessee shall pay the royalty on the total NGLs recovered.

(2) The value of the NGLs shall be the price received by Lessee if sold to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution. If the NGLs are sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the NGLs shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, or if the NGLs are not sold under any contract, the value of NGLs, including all premiums and consideration in whatever form, shall be calculated on the basis of Oil Price Information Service (OPIS) at Mont Belvieu, Texas, on the date sold. If at a future date, an industry recognized and accepted index posting changes to something other than OPIS at Mont Belvieu, Texas, a new standard may be agreed to by the parties to this Lease.

(3) If the gas is processed by a Non-Affiliate under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution, the charges deducted shall be those provided in such contract, and those charges may include, but are not limited to, a combination of processing and retention of NGLs by the processor. If the gas is processed at a facility owned or co-owned by an Affiliate, or is processed pursuant to a non-arms' length contract with an Affiliate, or if the contract was not prudently negotiated under the facts and circumstances existing at the time of execution, the charges to be deducted shall include only the Lessor's proportionate part of: (1) the direct cost of operating and maintaining the plant, computed annually, including cost of labor and on-site supervision, materials, supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the plant computed over the life or lives of the field or fields served by the plant, or by such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem taxes.

(E) General Provisions Applicable To All Royalty:

(1) Lessee shall report all production of hydrocarbons and associated liquid or gaseous minerals from, or attributable to, this Lease to the Production Audit Division of the Office of Conservation and to the Mineral Income Division of the Office of Mineral Resources by appropriate forms containing both LeaseUnitWell (***"LUW"***) code and well serial number. Failure to report production as herein specified shall be deemed "improper reporting" which shall subject Lessee to the penalty as allowed by law or this Lease.

(2) If Lessee receives compensation for any function, process or liability related to production from the Leased Premises without the right given herein to deduct the costs related to such compensation, such compensation amount shall be included in the value for such production type when computing royalties.

(3) Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(4) The first payment of royalty shall be made within one hundred twenty (120) days following commencement of production. In the case of any production which has occurred prior to the Effective Date, but which is deemed to be covered by this Lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within one hundred twenty (120) days from the Effective Date. Thereafter, royalty on oil, including condensate or other liquid mineral,

shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including NGLs extracted or processed from gas, shall be paid on or before the 25th day of the second month following that in which such gas was produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by La. R.S. 31:137 through 142 and La. R.S. 30:136 relative to notice, damages, penalty, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(5) Lessee may recycle gas or liquid hydrocarbons produced from the Leased Premises for gas and/or oil lift purposes on the Leased Premises or for injection into any oil or gas producing formation underlying the Leased Premises for stimulating the production of oil or for secondary recovery purposes and no royalties shall be payable on the gas or liquid hydrocarbon so recycled until such time as the same may thereafter be severed from, produced, saved, sold, or utilized by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this Lease.

(6) Lessee must exercise due diligence and make reasonable efforts to market all production from the Leased Premises to obtain the best price reasonably available. Lessee cannot charge Lessor any cost for the time and resources expended in the performance of this obligation, such as, but not limited to, the charging of a marketing fee.

## ARTICLE 10 – AUDIT RECORDS

Lessee shall establish and maintain in an organized manner all records, reports and other information reasonably relevant to its calculation of royalties, deductions and/or other sums due by Lessee under the terms of this Lease for a period of ten (10) years after the records are generated unless OMR notifies the Lessee that it has initiated an audit or investigation involving such records and that such records must be maintained for a longer period. In any case, when an audit or investigation is underway, records shall be maintained until OMR releases the Lessee of the obligation to maintain such records. Upon reasonable notice, Lessor, through OMR, shall have the right to access such records in the manner and format they are regularly maintained in the ordinary course of business for the purpose of review, duplication and/or audit. To the extent allowed by law, all such records, reports and other information provided for review, duplication, or audit shall be maintained by OMR personnel in strict confidence.

## ARTICLE 11 – LEASE ACCESS

(A) Pursuant to La. R.S. 30:127(G), Lessee shall maintain and preserve the public's access to public waterways throughout the State lands covered by this Lease.

(B) Lessee shall grant Lessor, or any other person or entity acting on behalf of Lessor, access at all reasonable times via any road or waterway to inspect the Leased Premises to ensure compliance with all Lease requirements or to exercise any right reserved explicitly or impliedly in this Lease.

(C) Lessor retains the right to sell, exchange, transfer, or otherwise dispose of all or any portion of the Leased Premises and all rights in the Leased Premises not expressly granted to Lessee or necessarily implied by this Lease. Further, Lessor shall have the right to use any and all portions of the Leased Premises for any purpose or to issue rights-of-ways and servitudes upon the Leased Premises provided doing so does not unreasonably interfere with the rights of Lessee.

## ARTICLE 12 – LESSOR'S RIGHTS

The mention of any express obligation of Lessee herein shall never be construed as affecting any implied obligation which Lessee may otherwise owe Lessor hereunder, but shall be considered as being in addition thereto. Similarly, the mention of any right or remedy of Lessor herein shall not preclude Lessor from exercising any other right or remedy to which Lessor might otherwise be entitled; and no failure of Lessor to enforce any provision of this Lease shall operate as a waiver of Lessor's right to thereafter enforce such provision or any other provision.

## ARTICLE 13 – SURFACE USE AND RESTORATION

(A) Surface Use:

(1) Lessee shall comply with and be subject to all applicable state and federal laws and regulations, in effect now and as amended, and all laws and regulations enacted after the Effective Date of this Lease which govern: exploration and production (or where applicable, hazardous or industrial) waste disposal, storage, treatment, transportation, or management; environmental quality (regardless of the environmental media involved), oil and gas conservation, navigation, archeological resources, cemeteries, coastal resource management, and wetlands protection and restoration.

(2) Lessee shall conduct operations as a prudent operator using standard industry practices and procedures and proper safeguards and take all reasonably necessary preparations and precautions to prevent and remedy pollution, fire, explosion, and environmental damage to the Leased Premises. Lessee shall be responsible, without limitation, for all damage to the Leased Premises caused by its operations including, but not limited to loss or damage to timber, crops, roads, buildings, fences, bridges, soil, surface and subsurface water, aquifers and vegetation, and also all environmental damage as that term is defined in La. R.S. 30:29. This responsibility shall be irrespective of whether such damage is due to negligence, or to the inherent nature of Lessee's activities or operations or other reason(s).

(3) Lessee shall report all unpermitted and reportable discharges on the Leased Premises as required by applicable state and federal environmental and conservation statutes and regulations to the Lessor and any other legally required entity.

(4) Lessee shall, at its sole cost and expense, keep and maintain all improvements on the Leased Premises utilized, owned, placed and/or caused to be placed by Lessee and all facilities appurtenant to such improvements in good order and repair and in the appropriate condition for the safe conduct of any activities or enterprises conducted on the Leased Premises pursuant to the rights granted hereunder, and any applicable state or federal laws.

(B) Restoration:

(1) Lessee shall be obligated to plug and abandon all wells owned, utilized, placed or caused to be placed by the Lessee on the Leased Premises no longer necessary for operations or production; to remove from the Leased Premises all structures and facilities owned, utilized, placed or caused to be placed by Lessee which are no longer utilized for operations or production on the Leased Premises; and to restore the Leased Premises, as near as practicable, to the condition existing on the Effective Date of this Lease ( ***"Restoration Obligations"***), all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. Lessee shall complete the Restoration Obligations within one (1) year commencing on the earliest of the following dates: (a) the date said wells, structures or facilities are no longer necessary for operations or production on the Leased Premises or lands pooled or unitized therewith; or (b) the date this Lease has expired, terminated or been released (whichever occurs first) as to all or a portion of the Leased Premises. The failure of the Lessee to timely complete the Restoration Obligations shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the State for plugging said wells or removing said structures or facilities, but in no instance shall title to or ownership of said facilities automatically vest in or transfer to the State nor shall said wells, structures or facilities be deemed "improvements" to the Leased Premises for purposes of vesting title in same to the State.

(2) Lessor recognizes Lessee's right to draw and remove casing from wells and, further, to remove any structures and facilities no longer utilized in operations or production on the Leased Premises.

## ARTICLE 14 - FINANCIAL SECURITY

(A) In accepting this Lease and its terms, Lessee agrees that Lessee or an operator drilling on the Leased Premises shall provide financial security for the plugging and abandoning, and associated site restoration of each well drilled. Lessee's obligation to provide financial security also is required upon a change of operatorship of a well on the Leased Premises.

(B) Lessee's obligation under this Lease to provide financial security for the plugging and abandoning, and associated site restoration, of each well, drilled shall be satisfied by fully establishing and maintaining financial security of a nature, to the extent, and in the amount required to comply with the applicable statutes, rules and regulations of the Louisiana Office of Conservation.

(C) Lessee shall furnish to Lessor, upon request, evidence of the financial security so provided to the Louisiana Commissioner of Conservation.

## ARTICLE 15 - GENERAL LIABILITY INSURANCE

(A) Lessee, at its sole expense, shall purchase and maintain in full force and effect, throughout the Operational Term and continuing until all Lease obligations are fulfilled, a policy(s) of commercial general liability insurance having a minimum limit per occurrence of One Million Dollars ($1,000,000.00) and excess liability insurance having a minimum limit per occurrence of Two Million Dollars ($2,000,000.00) (or such lower limits as deemed reasonably appropriate and necessary by Lessor after notice and Board review). This policy(s) shall identify Lessor as an additional insured, be applicable to the Leased Premises and provide coverage, except as may be limited by law, to Lessor and Lessee against claims for bodily injury, death and property damage, and for pollution incidents of a sudden and accidental nature causing such harm that may arise from or in connection with the development and production activities and operations conducted pursuant to this Lease by Lessee, its operators, contractors, employees, agents, representatives and their successors and assigns.

Documents evidencing satisfaction of the requirements of this section shall be provided to Lessor prior to commencement of the Operational Term, with the "Certificate Holder" listed as:

State of Louisiana
Office of Mineral Resources
LaSalle Building – 8th Floor
617 North Third Street
Baton Rouge, Louisiana 70802
Ref: State Lease No. _____

For purposes of this Article, the ***"Operational Term"*** shall commence upon the initiation of any surface activity on the Leased Premises in furtherance of the development and production of oil and gas including, but not limited, to surveying, mobilization, location preparation and other such activities preliminary to development of this Lease.

(B) At the discretion of Lessor, Lessee may be authorized to satisfy the requirements of this Article by means of self-insurance. Such authorization will not be unreasonably withheld if Lessee is able to demonstrate sustained financial stability and satisfy all other requirements of Lessor.

(C) The insurance coverage required hereby shall be provided at Lessee's sole expense and the insurer shall have no recourse against Lessor for payment of premiums or any assessments required by the policy(s). Deductibles and/or self-insured retentions must be reasonable, within industry standards and, upon request, disclosed by Lessee to Lessor, with Lessee solely responsible for paying all such deductibles and/or self-insured retentions.

(D) Unless Lessor gives its written consent otherwise: (1) the insurance coverage required hereby of Lessee shall be provided by a company authorized to do business in the State of Louisiana having an A.M. Best rating of A-:VI or higher (or a comparable rating by another rating agency acceptable to Lessor); and (2) at any time, if an insurer issuing such policy(s) does not meet the minimum A.M. Best rating, Lessee shall obtain a substitute policy(s) with an insurer possessing such rating and submit a substitute Certificate of Insurance in compliance herewith.

(E) Lessee shall furnish to Lessor, on an annual basis within thirty (30) days of the policy's annual renewal date, a "Certificate(s) of Insurance" fully completed and signed by the insurer's authorized representative evidencing satisfaction of the insurance coverage requirements of this Article. Additionally, upon request, Lessee shall provide to Lessor the "Declaration Page" and the "Cancellation Endorsement" for the policy(s).

## ARTICLE 16 – TITLE DISPUTES

(A) Notwithstanding any provision herein to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either express or implied. It is expressly agreed that Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor. Lessor hereby disclaims any covenant of quiet enjoyment or peaceful possession of the Leased Premises.

(B) In the event of a bona fide dispute or litigation involving Lessor's ownership or title to any portion of the Leased Premises, Lessee agrees to promptly notify Lessor, in writing, and provide any information and/or documentation in Lessee's possession or to which Lessee has access regarding such dispute, including the identity of the adverse claimant(s) and the nature of the dispute.

(C) During the pendency of and through resolution of the dispute or litigation, Lessee shall comply with all terms, provisions and requirements of this Lease, including the payment of royalty, and shall be deemed in default of payment of royalty if Lessee suspends or stops making royalty payments. However, in lieu of making said payments directly to Lessor, Lessee may:

(1) Request and obtain authorization from Lessor to suspend the direct payment of royalty due on the production attributable to the disputed acreage, deposit the royalty payments into an interest bearing escrow account at an FDIC insured financial institution having a presence within the State and fully comply with the title dispute protocol approved by Lessor; or

(2) Initiate a concursus proceeding and deposit the royalty payments attributable to the disputed acreage into the court registry; or

(3) Take other action as authorized by Lessor.

(D) Nothing herein is intended to waive, release, relinquish or in any way diminish any rights Lessor may have to review, examine, audit, dispute, challenge or contest any payments made or not made by or on behalf of Lessee on the production attributable to the disputed acreage. In the event an audit or other examination should reveal that the sums deposited into an escrow account or into the registry of the court are incorrect, Lessee shall remain fully responsible for all royalty amounts determined to be due and owing, and may be subject to payment of interest and penalties as required by law or the terms of this Lease.

(E) Upon termination of any escrow authority, concursus proceeding or other action authorized by Lessor, royalty payments due on the production attributable to the disputed acreage shall be made directly to Lessor in accordance with the provisions of this Lease or the terms of any settlement or final unappealable judgment that resolves the title dispute.

## ARTICLE 17 - TERMINATION AND RELEASE

(A) Lessee may release all or any portion or portions of the Leased Premises at any time this Lease is in effect and thereby be relieved of all obligations thereafter accruing under this Lease as to the portions surrendered; however, no partial release shall reduce or otherwise affect the amount of Rentals required to maintain this Lease during the Primary Term thereof. Nor shall any release of this Lease, in whole or in part, relieve the Lessee of any obligations to plug and abandon wells, restore the Leased Premises, or any other obligations arising under Louisiana Commissioner of Conservation orders, decisions, or regulations pertaining to the remediation of well sites.

(B) Within ninety (90) days after termination of this Lease as to any portion of the Leased Premises, either during or after the Primary Term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the Leased Premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred Dollars ($100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove. Lessee, hereby waives any further notice of default or otherwise and confesses judgment as regards the liquidated damages accruing as herein set forth.

(C) Within ninety (90) days after termination of this Lease as to any portion of the Leased Premises, either during or after the Primary Term, Lessee shall submit to OMR a listing of all unplugged wells and facilities owned, or placed and/or caused to be placed by Lessee on the acreage released and a written preliminary plan which sets forth the Lessee's schedule for complying with its Restoration Obligations of the Leased Premises.

## ARTICLE 18 – NOTICES

(A) All notices required by this Lease or by law to be served on, given to, or delivered shall be in writing and shall be properly addressed to the Lessee(s) at the last address provided to OMR pursuant to La. R.S. 30:123.1 or section (B) of this Article or to OMR at 617 N. 3rd Street, LaSalle Building, 8th Floor, Baton Rouge, Louisiana 70802 or P.O. Box 2827, Baton Rouge, Louisiana 70821-2827. Such notices shall be deemed effective and delivered: (i) upon receipt if delivered personally; or (ii) if properly addressed, upon deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested; or (iii) if properly addressed, one (1) business day after it is sent by recognized commercial overnight courier service.

(B) Each Lessee(s) desiring to change its physical and/or mailing address shall be responsible for providing OMR with the new address. Written notice pursuant to this section is required ten days prior to the effective date of the address change and must be transmitted in accordance with section (A) of this Article.

(C) Upon an Assignment, Lessee(s)/assignor(s) and/or the assignee(s) shall ensure that the information required pursuant to La. R.S. 30:123.1 for the assignee(s) is current for purposes of notice herein.

(D) Failure of Lessee to update and/or maintain accurate contact information shall not invalidate any notice given by OMR.

## ARTICLE 19 – INDEMNITY AND HOLD HARMLESS

Lessee unconditionally agrees to respond to, investigate, defend, protect, save, indemnify, and hold free and harmless the State, the Department of Natural Resources, the Board, OMR and the officers, employees, agents and representatives of Lessor from any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of Lessee or any of Lessee's officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations pursuant to the rights granted by this Lease.

This general indemnity provision is in addition to and shall not be limited in any way by any specific indemnity provision contained elsewhere within this Lease.

## ARTICLE 20 - EXECUTORY CONTRACTS

Lessor and Lessee herein agree that for so long as this Lease remains in full force and effect, it is deemed to be an executory contract and an unexpired Lease within the meaning of Section 365 of the United States Bankruptcy Code.

## ARTICLE 21 – LAW AND FORUM

Lessee agrees that the terms and provisions of this Lease shall be construed in accordance with the laws of the State of Louisiana. Lessee further agrees that any litigation arising in connection with this Lease and to which the State is a party shall be instituted before the Nineteenth Judicial District Court in the Parish of East Baton Rouge, unless such litigation is required to be filed in or is removed to a federal court of this State.

Lessee further agrees that the rule of construction requiring that the terms and provisions of an instrument be construed against the drafting party is not and shall not be applicable to this Lease.

## ARTICLE 22 – SEVERABILITY

This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, by final judgment of a court of competent jurisdiction or pursuant to any applicable law, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties. The parties agree that the Lease shall then be reformed to replace such severed provision with a valid, lawful and enforceable provision that comes as close as possible to expressing the intent of the severed provision.

## ARTICLE 23 –MULTIPLE ORIGINALS

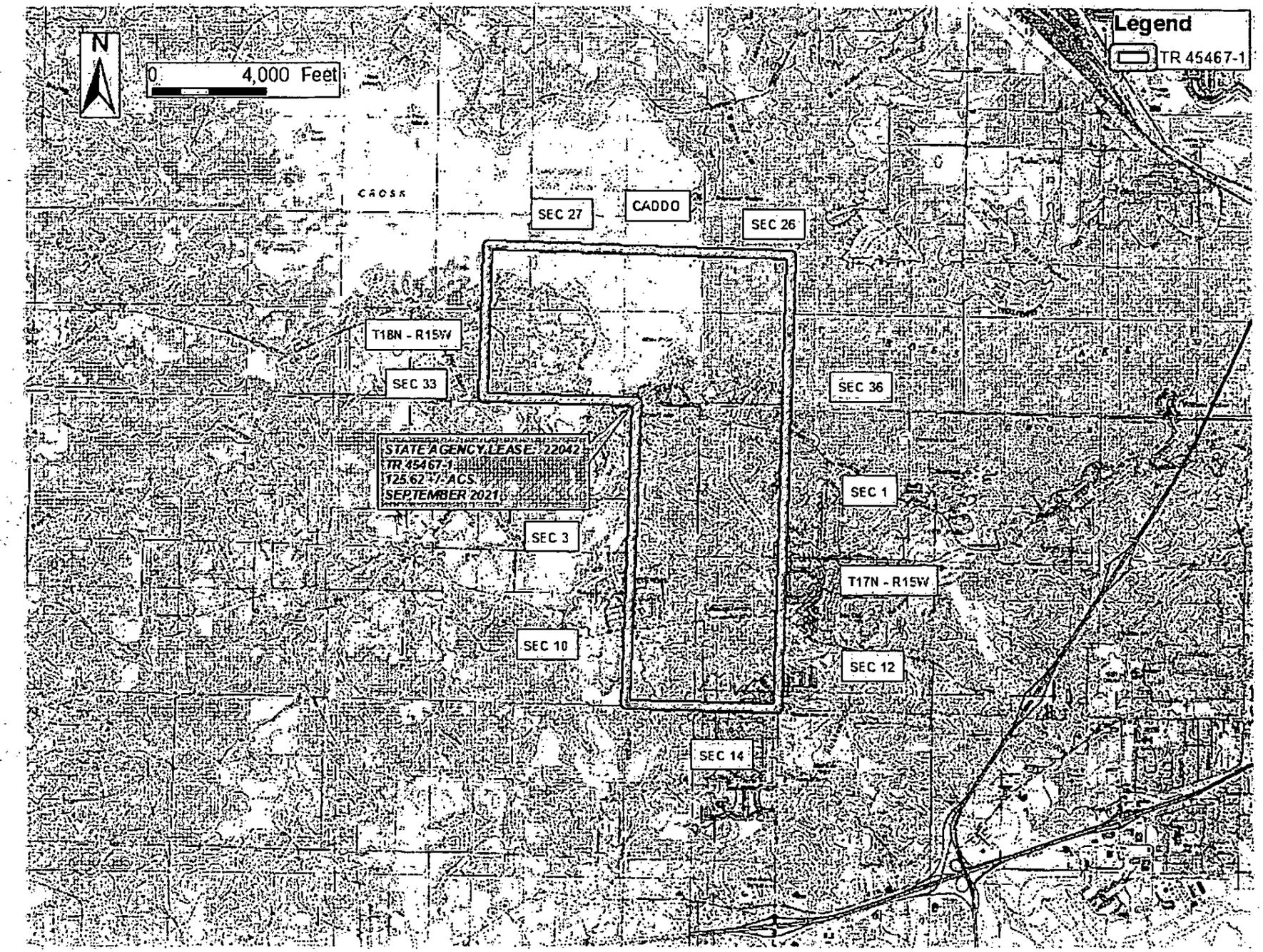
This Lease may be executed in multiple originals, each of which is intended to have the same force and effect.

## ARTICLE 24 - SECURITY INTERESTS/LESSOR'S LIEN

(A) In order to secure all of Lessee's monetary obligations under this Lease to Lessor, including particularly payment of royalties, Lessee does hereby grant a first ranking security interest in, and specifically pledges and assigns in favor of Lessor, a first priority lien and security interest in Lessee's interest in (i) all of the minerals that are extracted from the Leased Premises or lands pooled therewith and which are attributable to the Lease and (ii) all proceeds from the sale or other transfer of any such minerals, whether such proceeds are held by Lessee or a third party (collectively "Lessor's Security Interest").

(B) Lessee further acknowledges the right of, and hereby authorizes, Lessor to file UCC financing statements covering Lessor's Security Interest. Promptly upon execution of this Lease, Lessee will file with the clerk of court of any parish a UCC financing statement for Lessor's Security Interest and deliver a recorded copy of said UCC financing statement to Lessor within ten (10) days of recording the Lease. Lessee will execute and record any other documents reasonably requested by Lessor to perfect Lessor's Security Interest. It is further agreed that Lessor may exercise all of the rights of a secured party under Louisiana law (including particularly under the Louisiana Uniform Commercial Code-Secured Transactions contained in R.S. 10:9-101 et seq.) with respect to Lessor's Security Interest.

(C) Lessee further represents and warrants that at the time of execution of this Lease there are no prior or superior liens or security interests and that at the time the UCC financing statement for Lessor's Security Interest is filed in the UCC records of any parish, there will be no prior or superior liens or security interests to Lessor's Security Interest, including such liens or security interests arising from, or relating to, Lessee's activities under this Lease and/or Lessee's acquisition of this Lease. Should Lessor determine that this representation and warranty is not true and correct, or if Lessee fails to timely make any and all payments due to Lessor under this Lease, then Lessor may exercise any and all rights under this Lease and/or under Louisiana law to seek recovery of all sums due, plus legal interest, from the date(s) due until paid, and all costs and its reasonable attorney fees, and/or to file suit to have this Lease dissolved and/or terminated in accordance with the Louisiana Mineral Code, and to recover all costs and its reasonable attorney fees related thereto.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SEPTEMBER 2021
SEC 1
SEC 3
T17N - R15W
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SEC 12
SEC 14

State Agency Lease No. 22042

THUS DONE, READ, ACCEPTED AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the 13th day of October, A.D., 2021, which shall be the date of this lease for all purposes.

WITNESSES as to the signature of Lessor:

Brian M. Jackson

Brandy Arledge

STATE MINERAL AND ENERGY BOARD

BY: Jamie S. Manuel Secretary

Lessor

For: City of Shreveport

Lessor

WITNESSES as to the signature of Lessee:

Print or Type Name Here: Jake Stevenson

Print or Type Name Here: Neal P. Hamilton

For: ~~Pine~~ Wave Energy Partners Operating, LLC

Lessee

Print or Type Name Here: Stephen P O'Neal

WITNESS FORM OF
ACKNOWLEDGMENT FOR STATE MINERAL AND ENERGY BOARD

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, personally came and appeared: Brandy Arledge, who by me first duly sworn, deposed and said:

That she/he is one of the witnesses to the execution of the foregoing instrument that he/she saw Jamie S. Manuel sign said instrument as Secretary of the State Mineral and Energy Board for and on behalf of City of Shreveport in the presence of appearer and Brian M. Jackson, the other subscribing witness.

Sworn to and subscribed before me, on this the 14th day of October, 2021.

James J. Devitt, III
Notary No. 8973
State of Louisiana
Commissioned for Life

James J. Devitt, III
Notary #8973

Brandy Arledge

WITNESS FORM OF
ACKNOWLEDGMENT FOR CORPORATE LESSEE

STATE OF Texas
County OF Tarrant

Before me, the undersigned authority, personally came and appeared Jake Stevenson, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw Stephen O'Neal execute said instrument as Executive VP of Pine Wave Energy Partners Operating, LLC as the free act and deed of said corporation in the presence of appearer and Neal P. Hamilton, the other subscribing witness.

Sworn to and subscribed before me, on this the 7 day of December 2021.

HILARY VALENTIN
Notary Public, State of Texas
Comm. Expires 05-02-2022
Notary ID 131553013

Hilary Valentin
Notary Public

Print or Type Name Here: Jake Stevenson

ACKNOWLEDGMENT FOR INDIVIDUAL LESSEE

STATE OF _____
_____ OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw _____ execute said instrument as his own free act and deed in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me, on this the
____ day of _____, _____.

_____
Notary Public

_____
Print or Type Name Here: _____

FELICIA GILLIAM
DEPUTY CLERK

Mike Spence, Caddo Clerk of Court
Online Instrument# 2872503
02/08/2022 07:37 AM
Number of Pages: 6

**PARTIAL ASSIGNMENT OF LEASES FOR OIL, GAS AND OTHER LIQUID OR GASEOUS MINERALS**

STATE OF LOUISIANA

PARISH OF CADDO

KNOW ALL MEN BY THESE PRESENTS:

THAT, **PINE WAVE ENERGY PARTNERS OPERATING, LLC.**, a Delaware limited liability company, whose mailing address is 329 South Main Street, Suite 201, Fort Worth, Texas 76104, hereinafter called "Assignor", for and in consideration of TEN DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has and by these presents does GRANT, BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY unto **MAMMOTH MINERALS, LLC**, a Texas limited liability company, whose mailing address is 7670 Woodway Drive, Suite 347, Houston, Texas 77063, and **FPCC USA, INC.**, a Delaware corporation, whose mailing address is 1235 North Loop West, Suite 930, Houston, Texas 77008, hereinafter called "Assignees", an undivided **Twenty-Five Percent (25%) [being Twelve and One-Half Percent (12.5%) to each Assignee]** of all rights, title and interest in and to that certain Lease for Oil, Gas & Other Liquid or Gaseous Minerals more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

THIS ASSIGNMENT shall be without warranty of title, expressed or implied, but with full substitution and subrogation of any actions of warranty which Assignor may have, except that Assignor will specially warrant that said title is free and clear of all liens, claims, clouds and encumbrances done, caused and suffered by, through or under Assignor, but not otherwise.

TO HAVE AND TO HOLD an undivided **Twenty-Five Percent (25%) [being Twelve and One-Half Percent (12.5%) to each Assignee]** interest in the said Lease for Oil, Gas & Other Liquid or Gaseous Minerals unto Assignees, **MAMMOTH MINERALS, LLC** and **FPCC USA, INC.**, their successors and assigns, together with all rights and privileges granted thereby, and subject to all the terms and conditions thereof. Assignees, their successors and assigns, hereby agree to comply with the legal requirements of the agreements herein assigned, accepts such Assignment and agrees to fulfill the obligations, conditions and stipulations in said described

indentures of lease assigned herein, and the rules and regulations of the State Mineral and Energy Board, so far as applicable thereto. Assignees further agree to hold Assignor harmless as to all liabilities which might grow out of Assignees' ownership of or operations on and under said agreements. Further, Assignees specifically agree to assume all of the obligations due to the Lessors as imposed on the Lessee in the leases assigned herein.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this instrument on the dates set forth in their respective acknowledgements made part hereof, but this instrument shall be effective for all purposes as of the 14th day of October, 2021.

WITNESSES:

Printed Name: Jake Stevenson

Printed Name: Neal Hamilton

ASSIGNOR:

**Pine Wave Energy Partners Operating, LLC**

By:
Name: Stephen P. O'Neal
Title: Executive Vice President, Pine Wave Energy Partners Management, LLC, its sole member

STATE OF TEXAS

COUNTY OF TARRANT

On this 7th day of February 2022, before me, the undersigned Notary Public, personally came and appeared Stephen P. O'Neal in his capacity as Executive Vice President of Pine Wave Energy Partners Management, LLC, the sole member of **Pine Wave Energy Partners Operating, LLC**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he has the authority to sign on behalf of said company and that he executed the same as his free act and deed and on behalf of said limited liability company.

Commission expires:
May 2, 2022

NOTARY PUBLIC in and for Texas
Notary Printed Name: Hilary Valentin
Notary Number:

HILARY VALENTIN
Notary Public, State of Texas
Comm. Expires 05-02-2022
Notary ID 131553013

IN WITNESS WHEREOF, the parties have executed this instrument on the dates set forth in their respective acknowledgements made part hereof, but this instrument shall be effective for all purposes as of the 14th day of October, 2021.

WITNESSES:

Printed Name: Gabrielle Mosley

Printed Name: JAN SEED

ASSIGNEE:

**Mammoth Minerals, LLC**

By: _____
Name: Peter B. Grundberg
Title: Manager

STATE OF TEXAS

COUNTY OF HARRIS

On this 20 day of January, 2022, before me, the undersigned Notary Public, personally came and appeared Peter B. Grundberg, in his capacity as Manager of **Mammoth Minerals, LLC**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he has the authority to sign on behalf of said corporation and that he executed the same as his free act and deed and on behalf of said corporation

NOTARY PUBLIC in and for State of Texas
Notary Printed Name: Daniel Figueroa
Notary Number:

Commission expires:

10-11-2025

DANIEL FIGUEROA
Notary Public, State of Texas
Comm. Expires 10-11-2025
Notary ID 133384103

IN WITNESS WHEREOF, the parties have executed this instrument on the dates set forth in their respective acknowledgements made part hereof, but this instrument shall be effective for all purposes as of the 14th day of October, 2021.

WITNESSES:

Printed Name: CHIH YIN CHEN

Printed Name: SHYH YUN CHEN

ASSIGNEE:

**FPCC USA, Inc.**

By: Weei Jian Chen
Name: Weei-Jian Chen
Title: Vice President

STATE OF _____

COUNTY OF _____

On this 26 day of Jan, 2022, before me, the undersigned Notary Public, personally came and appeared Weei-Jian Chen, in his capacity as Assistant Vice President of **FPCC USA, Inc.**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he has the authority to sign on behalf of said corporation and that he executed the same as his free act and deed and on behalf of said corporation

NOTARY PUBLIC in and for Taipei, Taiwan
Notary Printed Name: WU SHUO REN
Notary Number: 2002 Du Min Notary Z: D: No. 05P

Commission expires:
May/30/2032

2022年度北院民認碩字

案號：0009 日期：JAN 26 2022
Case No.: Date:
本文件 Weei-Jian Chen 之簽名或蓋章，在臺灣臺北地方法院所屬民間公證人吳碩仁事務所認證。 公證人 吳碩仁
Attested at the Wu, Shuo-Ren Notary Public Office, Taiwan Taipei District Court, R.O.C., that the signature(s)/seal(s) of Weei-Jian Chen in this document is/are authentic.

Notary Public
Wu, Shuo-Ren

TEL-13 No207 TUNG-HWA N. RD. TAIPEI TAIWAN

**EXHIBIT "A"**

Attached to and made a part of that **Partial Assignment of Leases for Oil, Gas & Other Liquid or Gaseous Minerals,** by and between **Pine Wave Energy Partners Operating, LLC** as Assignor and **Mammoth Minerals, LLC** and **FPCC USA, Inc.** as Assignees

**STATE LEASE NO. 22042 - Lease for Oil, Gas & Other Liquid or Gaseous Minerals** dated effective as of October 13, 2021 granted by the State Mineral and Energy Board for the City of Shreveport to PINE WAVE ENERGY PARTNERS OPERATING, LLC, as recorded at 2864971 of the records of Caddo Parish, Louisiana.

**STATE LEASE NO. 22023 - Lease for Oil, Gas & Other Liquid or Gaseous Minerals** dated effective as of May 12, 2021 granted by the State Mineral and Energy Board for the Caddo Parish Commission to PINE WAVE ENERGY PARTNERS OPERATING, LLC, as recorded at 2838343 of the records of Caddo Parish, Louisiana.

# McGINTY-DURHAM, INC.

*Energy Land Services*

**(318) 445-0054 FAX (318) 445-0804**

**Post Office Box 7979**
**Alexandria, Louisiana 71306-0979**

**1326 Jackson Street**
**Alexandria, Louisiana 71301**


March 25, 2022

Honorable Adrian Perkins
City of Shreveport, LA
505 Travis Street, Suite 200
Shreveport, LA 71101

Re: Approval of Partial Assignment of Oil, Gas and Mineral Lease
Pine Wave Energy Partners Operating, LLC to Mammoth Minerals, LLC and FPCC USA, Inc.
State Agency Lease No. 22042, Caddo Parish, Louisiana

Dear Mayor Perkins:

On behalf of Pine Wave Energy Partners Operating, LLC, we request that City of Shreveport acknowledge its formal consent to the Partial Assignment of an undivided 25% interest in State Agency Lease No. 22042 unto Mammoth Minerals, LLC and FPCC USA, INC., said Partial Assignment being recorded at Instrument No. 2872503 of the Caddo Parish records. In order to provided evidence of said consent, we ask that you please sign and date this letter in the spaces provided below

We thank you for your cooperation and assistance in this matter.

Very truly yours,

Joe K. McGinty, Jr.

Joe K. McGinty, Jr.
jmcginty@mcgintydurham.com

Agreement and consent are hereby given on behalf of the City of Shreveport to the Partial Assignment of State Agency Lease No. 22042 this _____ day of _____, 2022.

City of Shreveport

By:_____
Adrian Perkins, Mayor

Mike Spence, Caddo Clerk of Court
Online Instrument# 2847384
07/29/2021 03:22 PM
Number of Pages: 15

MARKEYDA EDWARDS
CADDO PARISH DEPUTY CLERK

**LEASE FOR OIL, GAS AND OTHER LIQUID OR GASEOUS HYDROCARBON MINERALS**

**State Agency Lease No. 22026**

**STATE OF LOUISIANA**
**PARISH OF EAST BATON ROUGE**
**Louisiana State Lease Form Revised 2019**

**WHEREAS,** under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the State Mineral and Energy Board ***("Board")*** acting pursuant to the request of CITY OF SHREVEPORT, advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the property described below; and

**WHEREAS,** in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the 9TH day of JUNE, 2021, at a meeting of the Board; and

**WHEREAS,** by resolution duly adopted, the Board accepted on the 9TH day of JUNE, 2021 ***("Effective Date")***, the bid of and awarded this Lease to MAMMOTH MINERALS, LLC ***("Lessee")***, whose address is 7670 WOODWAY DRIVE SUITE 357, HOUSTON, TX 77063, as the most advantageous to the State, as Lessor.

**NOW THEREFORE,** be it known and remembered that the Board, acting under said authority, and acting for and in behalf of the CITY OF SHREVEPORT, as Lessor, does hereby lease, let, and grant unto said Lessee, the Leased Premises as defined below for the purpose of exploring by any method including, but not limited to seismic, geophysical and geological exploration for formations or structures, prospecting, drilling for and producing oil, gas and any other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas, hereinafter sometimes referred to as "oil, gas or other liquid or gaseous minerals". This grant of authority shall include the exclusive right to explore and produce oil, gas and other liquid or gaseous minerals in solution produced with oil or gas on the Leased Premises at the depths covered by this Lease. In connection therewith and as limited herein, Lessee shall have the right to use so much of the Leased Premises as reasonably may be necessary for such operations including, but not limited to storing minerals and fluids in facilities on the Leased Premises by means other than subsurface storage, laying pipelines, dredging canals, building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and/or facilities.

The property ***("Leased Premises")*** subject to this Lease, situated in the Parish(es) of CADDO, State of Louisiana, is more fully described as follows:

ENTIRE TRACT 45435 - Caddo Parish, Louisiana
A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from City Of Shreveport on June 9, 2021, being more fully described as follows: All lands in Sections 1 and 12, Township 17 North, Range 15 West, being more fully described as follows: 1a) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Sections 1 and 12, Township 17 North, Range 15West, Caddo Parish, Louisiana, containing 90.96 acres, more or less; 1b) That certain tract of land belonging to the City of Shreveport within Section 1, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171501-002-0002-00 containing 1.75 acres, more or less, acquired by City of Shreveport as recorded in Book 390, Page 817, Instrument No. 71755; 1c) That certain tract of land belonging to the City of Shreveport within Section 1, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171501-000-0035-00 containing 43.124 acres, more or less, acquired by City of Shreveport as recorded in Book 390, Page 817, Instrument No. 71755; 1d) That certain tract of land belonging to the City of Shreveport within Section 12, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171512-000-0143-00 containing 29.264 acres, more or less, acquired by City of Shreveport, Louisiana as recorded in Book 1184, Page 221, Instrument No. 456252 and Book 1211, Page 74, Instrument No. 473863; 1e) All tax adjudicated properties in Sections 1 and 12, Township 17 North, Range 15 West containing 0.8382 acres, more or less; the total acreage for Sections 1 and 12, Township 17 North, Range 15 West containing **165.939 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the leased premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a drilling unit which included a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

NOTE: Upon the expiration of the primary term hereof or any extension thereof by operations, this lease shall automatically terminate and be of no further force or effect except as to all that part of the leased premises then included within the geographical boundaries of a producing unit duly established by governmental agency or authority having jurisdiction, from the surface of the earth to a depth of one hundred (100') feet below the deepest depth from which any well commenced during the primary term hereof on the leased premises or on lands pooled therewith is completed and from which there is production in paying quantities, such depth determination to be made on a unit by unit basis. In the absence of units so established, this lease shall terminate except as to forty (40) acres around each producing oil well and one hundred sixty (160) acres around each producing or shut-in gas well located on the leased premises, in as near the form of a square as is practicable, from the surface of the earth down to a depth of 100 feet below the deepest depth from which said well or wells are completed and from which there is production in paying quantities, such depth determination to be made on a well by well basis.

This Lease excludes free sulfur, potash, lignite, salt and other solid minerals, and alternative energy sources including geothermal energy. Lessee shall not have any right to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits, nor any right under this Lease in regard to alternative energy sources as defined by La. R.S. 30:124.

Should this Lease, when executed or thereafter, not cover all depths as to the Leased Premises or a portion thereof, the rights of Lessor or another lessee to conduct operations for the exploration, development and production of oil, gas or other liquid or gaseous minerals as to such excluded depths shall be exercised with reasonable regard for the rights of Lessee (as provided in La. R.S. 31:11), and vice versa.

Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the Leased Premises "AS IS". Lessor has no obligation to make any repairs, additions or improvements to the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any purposes intended by Lessee or contemplated by this Lease.

Lessor reserves the right to exclude certain sites from drilling and/or production activities in areas having special wildlife, environmental, or recreational significance on State surface lands and/or water bodies.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject to the surface usage for seismic and geophysical exploration by any seismic permittee of the State whose valid permit predates the Effective Date of this Lease, but only to the extent that such permit covers all or a portion of the surface area encompassed within the geographical boundary of the Leased Premises. The said seismic permittee shall owe Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to reimburse Lessee for surface usage, but said seismic permittee shall not unreasonably interfere with Lessee's exercise of its rights acquired hereunder.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject and subservient to surface usage for integrated coastal protection or hurricane and flood protection projects promulgated, funded and/or effected through the State, the Coastal Protection and Restoration Authority, the Department of Natural Resources and/or their divisions, whether solely or in conjunction with other federal, state or local government agencies, or with private individuals or entities. Lessee shall hold the State, its departments, agencies, boards and commissions including, without limitation, the Coastal Protection and Restoration Authority, the Department of Natural Resources, the Office of Mineral Resources (***"OMR"***), the Board and their officers, employees, agents and representatives, and the United States government, its departments, agencies and divisions, together with their respective officers, employees, agents and representatives, free and harmless of and from any claims, actions and/or causes of action, except as limited by law, for loss, harm or damage to the rights of any party arising under this Lease or any other contract, permit or license of Lessee related to this Lease caused by the diversion of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection projects, or any other such action taken for the purpose of management, preservation, enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related public or renewable resources. Lessee, in the exercise of its rights granted hereunder, shall utilize the best technology commercially available, including directional drilling, so as to minimize interference with the ongoing surface usage entailed in the development, construction and maintenance of said integrated coastal protection and/or hurricane and flood protection projects.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

During the term of this Lease, Lessee shall comply with all federal, state, and local laws and regulations, whether now in effect or enacted in the future, in carrying out the provisions of this Lease.

The references in this Lease to statutes and regulations apply to the statute and regulation as such existed at the time this Lease was revised and also to any amended or successor statute or regulation.

## DEFINITIONS

For purposes of this Lease, the following definitions shall apply:

(A) ***"Acceptable Lease Operations"*** shall mean either Actual Drilling Operations or Actual Reworking Operations, as defined below, conducted on the Leased Premises in Good Faith and with due diligence. Under no circumstances shall drilling or otherwise creating salt water disposal wells constitute Acceptable Lease Operations.

(1) ***"Actual Drilling Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: (a) drilling commenced by spudding-in of a new well; (b) deepening or sidetracking of an existing well; (c) plugging back or attempted recompletion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); or (d) completing any such well, including the installation of equipment in the wellbore that is necessary to complete the well as a producer and/or to maintain downhole completion activity. The installation of flowlines or other surface facilities needed to produce the well shall not be considered as Actual Drilling Operations.

Actual Drilling Operations shall include directional drilling operations (deviation from vertical), in which event such Actual Drilling Operations shall be considered to have commenced on the Leased Premises when the drill stem penetrates beneath the surface of the Leased Premises.

Actual Drilling Operations shall be deemed to terminate on the last day downhole operations of any kind are conducted, such as drilling, testing or completion.

(2) ***"Actual Reworking Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: reconditioning, cleaning out or otherwise attempting to directly establish, increase or restore production in an existing well by downhole operations.

Actual Reworking Operations shall be deemed to terminate on the last day any such downhole operations are conducted.

(B) ***"Affiliate"*** shall mean any business concern, organization, or individual that controls, is controlled by or is under common control with Lessee or operator. The power to control is the key factor in affiliation with another business concern, whether exercised or not.

(1) Control may consist of:
(a) Shared management or ownership;
(b) Common use of facilities, equipment, and employees; and/or
(c) Family interest.

(2) Indicators of Lessee affiliates may include:
(a) Common ownership; and/or
(b) Common management and identity of interest.

(3) Power to control exists when a person or entity has fifty percent (50%) or more ownership. It may also exist with considerably less than fifty percent (50%) ownership by contractual arrangement or when a person or entity owns a large share compared to other parties.

(4) The term "Affiliate" shall also mean any business concern, organization, or individual operating a well on the Leased Premises, making royalty payments, or engaged in the sale of oil, gas or products for the Lessee or an operator.

(C) ***"Anniversary Date"*** shall mean the same date on each next ensuing year or years after the Effective Date of this Lease.

(D) ***"Good Faith"*** as used in the definition of Acceptable Lease Operations, Actual Drilling Operations and Actual Reworking Operations shall mean that each well operation must be:

(1) Commenced with reasonable expectation of discovering and producing minerals in paying quantities at a particular point or depth; and

(2) Conducted in such a manner that constitutes a single operation although actual drilling is not conducted at all times.

(E) ***"Leasehold Payments"*** shall mean Rental payments, Deferred Development Payments, Shut-In Payments and any other payments allowed to maintain this Lease in whole or in part.

(F) The term "**Lessee**" as used throughout this Lease, means and includes the original Lessee named in this Lease, any Affiliate of Lessee, and all assignees, heirs, successors and any Affiliate of any such assignees, heirs or successors.

(G) ***"Non-Affiliate"*** shall mean a person, company, firm or other business unit that is not an Affiliate.

(H) ***"Production in Paying Quantities"*** shall mean production of oil, gas or other liquid or gaseous minerals in paying quantities as defined by La. R.S. 31:124 from the Leased Premises, in addition, notwithstanding the provisions of La. R.S. 31:125, the amount of royalties payable on such production must also be sufficient to constitute serious or adequate consideration to the Lessor.

(I) ***"Unit"*** shall mean unitized or pooled mineral acreage by order of a governmental agency or by conventional agreement approved by Lessor.

## ARTICLE 1 – BONUS

Lessee has this day paid to Lessor a cash payment of Two Hundred Forty-Eight Thousand Nine Hundred Eight and 50/100ths ($248,908.50) Dollars one-half (1/2) of which is (a) full and adequate consideration for every right granted hereunder and one-half (1/2) of which is (b) the annual Rental for the first year of this Lease.

## ARTICLE 2 – PRIMARY TERM

(A) Subject to the provisions hereof, this Lease shall be for a term of Three (3) years (***"Primary Term"***) and for so long thereafter as this Lease is maintained in force in any manner provided herein.

(B) If the Lessee is not in default under any of the terms and conditions of the Lease, the Lessee may apply to the Board in writing to extend the Primary Term of this Lease by a maximum of two (2) additional years. The Lessee must file this request to OMR not later than ninety (90) days prior to the expiration of the initial Primary Term. The Board may extend the Primary Term and said extension shall be on the same terms and conditions as set forth herein, except for any additional consideration and/or modified terms accepted by the Board for the granting of said extension.

## ARTICLE 3 - LEASE MAINTENANCE

(A) Lease Maintenance During the Primary Term:

(1) If Actual Drilling Operations or Production in Paying Quantities is not occurring on the first Anniversary Date, this Lease shall terminate unless Lessee, on or before the first Anniversary Date, pays to Lessor the sum of One Hundred Twenty-Four Thousand Four Hundred Fifty-Four and 25/100ths ($124,454.25) Dollars (***"Rental"***). Timely payment of a Rental shall extend for twelve (12) months from the Anniversary Date the time within which Actual Drilling Operations or Production in Paying Quantities must be commenced in order to maintain this Lease. If, during the Primary Term but after the first year thereof, this Lease has been maintained and Actual Drilling Operations or Production in Paying Quantities is not occurring on an Anniversary Date, this Lease shall terminate unless Lessee pays a Rental to the Lessor on or before that Anniversary Date. The Lessor is not required to give notice that Rentals are due. Rental payment by Lessee shall be made by check, draft or in a form acceptable by the Board and made payable to the order of the "Office of Mineral Resources" and delivered or mailed to OMR on or before the Anniversary Date.

(2) If Actual Drilling Operations or Production in Paying Quantities is occurring on an Anniversary Date during the Primary Term, no Rental shall be due and this Lease shall remain in effect for twelve (12) months from that Anniversary Date as if a Rental had been paid.

(3) Should Actual Drilling Operations be abandoned or suspended or Production in Paying Quantities cease at any time within a period of ninety (90) days prior to an Anniversary Date during the Primary Term, Lessee shall have a period of ninety (90) days after the date of such abandonment, suspension or cessation within which to commence or resume Actual Drilling Operations or Production in Paying Quantities on the Leased Premises, or make the Rental payment. The commencement or resumption of Actual Drilling Operations or Production in Paying Quantities or payment of Rental within the ninety (90) day period shall have the same effect as though such were commenced, resumed or Rental paid on or before the Anniversary Date.

(B) Lease Maintenance at the end of the Primary Term and Thereafter:

(1) This Lease shall terminate at the end of the Primary Term unless Acceptable Lease Operations or Production in Paying Quantities is occurring. If Acceptable Lease Operations or Production in Paying Quantities is occurring at the end of the Primary Term, this Lease shall terminate unless Acceptable Lease Operations or Production in Paying Quantities continue without a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities and their recommencement.

(2) If Acceptable Lease Operations or Production in Paying Quantities cease within ninety (90) days prior to expiration of the Primary Term or at any time after the Primary Term, and Lessee commences or resumes Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days after such cessation, this Lease will continue for so long as Acceptable Lease Operations or Production in Paying Quantities continue. If Lessee fails to commence Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days or there is a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities, this Lease shall thereupon terminate.

(3) Notwithstanding anything in Article 3(B)(1) or 3(B)(2), this Lease may also be maintained in some cases after the Primary Term in accordance with Article 3(C) (Deferred Development Payment), Article 3(D) (Shut-In Payment) and Article 5 (Force Majeure and Suspending Event).

(C) Lease Maintenance when Leased Premises included in a Unit:

(1) Notwithstanding anything to the contrary herein contained, in the event all or a portion of the Leased Premises is included by itself or with other lands in a Unit, then Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments attributed to that Unit ("***Unitized Operations***") shall serve to maintain this Lease, pursuant to the applicable provisions found in sections (A), (B), or (D) of this Article, only as to that portion of the Leased Premises embraced in such a Unit and this Lease shall terminate as to all acreage lying outside the Unit (***"Outside Acreage"***) unless maintained as set forth herein below. For purposes of maintaining this Lease with Unitized Operations pursuant to this section, the definitions for the defined terms Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments, are expanded to include operations, production or payments attributed to wells whether located on the Leased Premises or on lands pooled or unitized therewith. As used herein, the term ***"Deferred Development Payment"*** shall mean a sum equal to one-half of the per-acre cash bonus payment made for this Lease multiplied by the number of acres in the Outside Acreage.

(2) This Lease may be maintained as to Outside Acreage as otherwise allowed under the terms of this Lease or as follows:

(a) Lessee pays the Lessor a Deferred Development Payment on or before the Anniversary Date of this Lease next ensuing after the commencement of Unitized Operations; or

(b) In the event that Unitized Operations commence within ninety (90) days before the Anniversary Date next ensuing after the commencement of Unitized Operations, Lessee shall make a Deferred Development Payment within ninety (90) days of said commencement of the Unitized Operations; or

(c) In the event that this Lease is being maintained as to Outside Acreage by Acceptable Lease Operations and/or Production in Paying Quantities, and such Acceptable Lease Operations and/or Production in Paying Quantities cease for any cause and this Lease is not otherwise maintained as to Outside Acreage under the terms of this Lease, Lessee shall, within ninety (90) days of said cessation, resume Acceptable Lease Operations and/or Production in Paying Quantities as to the Outside Acreage or make a Deferred Development Payment on or before the end of the ninety (90) day period.

(3) The Deferred Development Payment shall maintain this Lease as to Outside Acreage until the next Anniversary Date. By payment of the Deferred Development Payment on or before each succeeding Anniversary Date, this Lease may be maintained as to Outside Acreage during the remainder of the Primary Term and up to two (2) years beyond the Primary Term.

(4) Nothing contained in this Article is intended to create nor shall have the effect of creating several or separate Leases, or in any manner serve to extend, increase or limit the obligation of Lessee to protect the Leased Premises from drainage as required in this Lease or otherwise.

(D) Shut-In Payments:

(1) If at any time or times (during or after the Primary Term) there is on the Leased Premises a gas and/or oil well or wells capable of Production in Paying Quantities, but gas and/or oil is not being used, produced or marketed therefrom because of the lack of a reasonable market or production/marketing facilities (***"Qualifying Conditions"***), and if this Lease is not then being otherwise maintained, Lessee may make a request to maintain this Lease in force by making a payment at the rate of Fifty Dollars ($50.00) per acre for the acreage not otherwise maintained under the terms of this Lease (***"Shut-In Acreage"***), but in no event shall payment be less than One Thousand Dollars ($1,000.00) (***"Shut-In Payment"***). A Shut-In Payment shall maintain this Lease as to Shut-In Acreage for a period of six (6) months (***"Shut-In Period"***), during which, it shall be considered that there is Production in Paying Quantities for lease maintenance purposes only. The Shut-In Payment must be made prior to the termination of this Lease as to the Shut-In Acreage.

(2) Lessee's request to make a Shut-In Payment must clearly demonstrate proof to the Lessor the existence of the Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Lessee's request to make a Shut-In Payment requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment.

(3) Lessee may request up to a maximum of six (6) consecutive Shut-In Periods. For each subsequent request following the initial Shut-In Period, Lessee must clearly demonstrate proof to the Lessor the existence of Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Each such subsequent request requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment. Each such subsequent request must be received prior to the end of the then existing Shut-In Period, and, if authorized, shall commence upon expiration of the then existing Shut-In Period. If Lessee's subsequent request is denied, then on the last day of the then existing Shut-In Period, this Lease shall terminate unless it can be maintained under other provisions hereof. Notwithstanding the limitation upon consecutive Shut-In Periods, for compelling reasons proven to the satisfaction of Lessor, Lessee may request, and Lessor may grant an additional Shut-In Period or periods in accordance with the terms and requirements herein, with any such extension(s) to be approved via an acknowledgment Resolution of the Board, having the effect of an amendment of this Lease.

(E) Termination of Deep Rights:

(1) The Lessor may terminate this Lease on the second Anniversary Date beyond the end of the Primary Term (or, if Acceptable Lease Operations on the Leased Premises or on lands pooled or unitized therewith are ongoing within ninety (90) days before such second Anniversary Date, then upon the lapse of all such Acceptable Lease Operations for more than ninety (90) days) as to the depths lying below the stratigraphic equivalent of one hundred feet (100') below the base of the deepest stratigraphic formation that at such time is either producing or capable of production and is encountered by a well located on the Leased Premises or on lands pooled or unitized therewith; or a deeper depth agreed to by the Lessor (***"Deep Rights Acreage"***). Prior to exercising its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall send written notice of its intentions to exercise said right to the Lessee on or before the first Anniversary Date beyond the end of the Primary Term.

(2) In the event that Lessor exercises its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall have the right to enter into new agreements for the exploration and production of minerals from the Deep Rights Acreage, and in connection therewith to grant someone other than the Lessee the right to explore, develop, produce and market minerals from the Deep Rights Acreage, together with the rights of ingress and egress through the Leased Premises to conduct such operations, commensurate with the rights granted to Lessee herein, including the right to penetrate and drill through the formations above the Deep Rights Acreage. The rights retained by the Lessee and the rights granted with respect to the Deep Rights Acreage shall be exercised in such manner that neither shall unduly interfere with the operations of the other upon the Leased Premises or the Deep Rights Acreage.

## ARTICLE 4 – TRANSFERS AND ASSIGNMENTS

(A) No assignment, sublease or other transfer, in whole or in part, of any rights or interest granted to Lessee under this Lease (collectively hereinafter referred to as an ***"Assignment"***) shall be valid unless approved by Lessor in accordance with La. R.S. 30:128 and as amended. Nonetheless, an Assignment shall not include, and the prior sentence shall not apply to, the granting of a mortgage in, collateral assignment of production from, or other security interest in this Lease or the transfer of an overriding royalty interest, production payment, net profits interest, or similar interest in this Lease.

(B) An assignor, sublessor or transferor making an Assignment of this Lease is not relieved of his obligations or liabilities under this Lease unless the Lessor has discharged him expressly and in writing, notwithstanding approval of the Assignment by Lessor and regardless of any understanding, agreement, language or reference to the contrary set forth in the terms and conditions of the Assignment.

(C) All terms, provisions, conditions, duties, responsibilities and obligations of this Lease shall be binding upon and inure to the benefit of an assignee(s), sublessee(s) and transferee(s) to the extent of the interest acquired.

## ARTICLE 5 – FORCE MAJEURE AND SUSPENDING EVENTS

(A) (1) If, at any time this Lease is being maintained by Acceptable Lease Operations and/or Production in Paying Quantities, and Lessee is prevented from continuing Acceptable Lease Operations and/or Production in Paying Quantities by the occurrence of a Force Majeure or Suspending Event as defined in this Article, (***"Incident"***), and Lessee cannot maintain this Lease under any other operative provision of this Lease, such as the Rental payment, Deferred Development Payment or Shut-In Payment, then and only then shall the date for Lessee to re-commence Acceptable Lease Operations and/or Production in Paying Quantities in order to maintain this Lease be postponed on a day-for-day basis for so long as the adverse effects of the Incident continue, providing that Lessee provides OMR with notice in accordance with section (B) of this Article and that Lessee is diligently, reasonably and in good faith attempting to

mitigate and eliminate the effects of the Incident. The occurrence of an Incident shall not maintain this Lease for more than twelve (12) months from the date of the Incident onset unless extended by Lessor.

(2) A determination as to whether Lessee can utilize this Article and whether Lessee has complied with the requirements thereof is at the sole, reasonable discretion of Lessor. In making such a determination, Lessor shall not consider Lessee's financial inability to comply with any of the obligations of this Lease and an increase in costs of performing the obligations set forth in this Lease shall not constitute circumstances beyond Lessee's control.

(B) Within ninety (90) days of the Incident onset, Lessee shall submit a written notice containing the following: (1) the onset date, description and nature of the Incident; (2) the effects preventing continuation of Acceptable Lease Operations or Production in Paying Quantities; (3) a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations and/or Production in Paying Quantities; (4) an estimated time for resumption of Acceptable Lease Operations or Production in Paying Quantities; and (5) any other information or documentation evidencing the existence of the Incident requested by Lessor. Notice given beyond ninety (90) days shall not be considered reasonable notice and the application may be denied by Lessor barring consequential extenuating circumstances.

(C) Every thirty (30) days following the notice required in section (B) of this Article, Lessee shall be required to submit written, detailed reports on a monthly basis to OMR giving therein a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations or Production in Paying Quantities. If the reports are not timely submitted or if Lessee did not attempt in good faith to mitigate the effects of the Incident, Lessor, after notice and opportunity to be heard, may declare the Incident recognition to be ended and that Lessee may not after such failure utilize this provision to excuse any failure to comply with any obligations of this Lease relating to the particular Incident involved.

(D) A ***"Force Majeure"*** event, as herein utilized, shall be a fortuitous event that is beyond Lessee's control and is not ultimately determined to be caused by Lessee or due to Lessee's negligent or intentional commission or omission, or failure to take reasonable and timely foreseeable preventative measures that would have mitigated or negated the effects of the event. An example of a Force Majeure event may include, depending on the specific circumstances involved: (1) a major storm, major flood or other similar natural disaster; or (2) a major accident such as a blowout, fire or explosion.

(E) A ***"Suspending Event"***, as herein utilized, shall be: (1) the lack of availability, after Lessee has diligently, timely and in good faith attempted to secure same, of any required equipment and/or personnel, such as the specific type of rig or specific type of casing or drill pipe; or (2) the unreasonable delay by any government agency or political subdivision in granting permits necessary for Acceptable Lease Operations or Production in Paying Quantities; or (3) an order of any federal or state court of competent jurisdiction preventing Acceptable Lease Operations or Production in Paying Quantities; or (4) the act of a third party, not under the control or at the instigation of Lessee, in shutting down and unreasonably refusing to reopen any facility through which hydrocarbons from this Lease are necessarily passed as part of production (and provided there is no other reasonably economical method of carrying on production); or (5) other events not described herein that are recognized by Lessor.

## ARTICLE 6 – UNITS

(A) Lessee may include all or a portion of the Leased Premises within a Unit. Nonetheless, Lessee must obtain Lessor's approval prior to including all or a portion of the Leased Premises in a Unit through a conventional agreement.

(B) If Lessee applies for, gives notice of the intent to apply for, or receives notice of an application to the Commissioner of Conservation for the creation, dissolution, or modification of any Unit that includes, or is seeking to include or exclude, all or a portion of the Leased Premises, Lessee shall provide Lessor with copies of same, in addition to any information attached thereto. If Lessee is the applicant, said copies shall be furnished to Lessor either at the time the application or notice is filed with the Commissioner of Conservation or at the time required by applicable orders or regulations of the Commissioner of Conservation for furnishing such information, whichever is earlier; if Lessee is not the applicant, said copies shall be furnished to Lessor promptly after Lessee receives copies of such application or notice. For a Unit created by an order of the Commissioner of Conservation, which includes all or a portion of the Leased Premises, Lessee shall furnish Lessor a survey plat of each Unit so created.

## ARTICLE 7 – PROTECTION AGAINST DRAINAGE

(A) Lessee agrees to protect the Leased Premises from drainage of oil, gas or other liquid or gaseous minerals by a well producing from adjacent or nearby property ***("Adjacent Well")*** not owned by Lessor and not included in a Unit (***"Drainage"***). It shall be presumed, subject to rebuttal by Lessee, that Drainage is occurring if the Adjacent Well is producing within six hundred and sixty feet (660') of the Leased Premises (or within any spacing or pooling unit distance greater than six hundred and sixty feet (660') established by the Commissioner of Conservation), provided such well is not exempt from Statewide Order 29-E spacing requirements. This presumption shall not serve to limit or preclude Lessee's obligation to protect the Leased Premises from Drainage in cases where the facts giving rise to the presumption do not exist.

(B) In order to satisfy its obligation to protect from Drainage, Lessee shall, within one hundred twenty (120) days after the completion date of the Adjacent Well, begin Actual Drilling Operations for a well drilled to a depth necessary to protect the Leased Premises from Drainage, if a reasonably prudent operator would drill such a well (***"Offset Well"***). If Lessee is not an operator or does not have an interest in the Adjacent Well, the Lessee shall be required to begin such operations within one hundred twenty (120) days after receipt of written notice from Lessor.

(C) Lessee may delay the drilling of an Offset Well for a period not to exceed one (1) year by making payments to Lessor in the same manner and amount equal to one-half (1/2) the royalties Lessee would have to pay pursuant to this Lease, as if the production being obtained from the Adjacent Well was being obtained from a well producing from the Leased Premises (***"Offset Royalties"***). Offset Royalties are intended to permit Lessee time to further evaluate the producing Adjacent Well, and the payment of Offset Royalties shall not of itself serve to maintain this Lease if not otherwise maintained.

(D) The obligation to protect the Leased Premises from Drainage and the requirements of this Article shall be satisfied with respect to a particular Adjacent Well on the date that Lessee either releases the affected portion of the Leased Premises or initiates unitization proceedings to include all or a portion of the Leased Premises within a Unit in which the particular Adjacent Well is serving as the Unit well. Any damages from Drainage occurring prior to the date such a release is executed or such Unit is created are owed by the Lessee to the Lessor.

## ARTICLE 8 – LESSEE REPORTING

(A) Lessee shall furnish Lessor, upon request, well and survey data reasonably available to Lessee relating to the Leased Premises or lands pooled therewith including, but not limited to: (1) all wire line surveys and all (open and cased hole) logs run in the well in paper and digital formats to be determined by Lessor; (2) directional surveys; (3) mud logs and core descriptions of both sidewall samples and conventional cores; (4) drill stem and production test data; (5) daily drilling reports (to be supplied weekly); and (6) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. Upon request, Lessee also shall furnish Lessor with any and all other information reasonably available to Lessee to keep Lessor informed of Lessee's compliance with the provisions of this Lease and operations on the Leased Premises. To the extent allowed by law, Lessor agrees to keep confidential any information submitted under this Article that is not already part of the public domain.

(B) Nothing in this Article shall require Lessee to furnish or permit inspection of Lessee's interpretation of the information referred to above. Lessor's representatives shall have access, at reasonable times and intervals, to examine and inspect Lessee's information and operations being conducted on the Leased Premises or lands pooled or unitized.

## ARTICLE 9 – ROYALTY

(A) Unless Lessor elects to take in-kind all or any part of the portion due Lessor as royalty on minerals produced, saved, sold, utilized or severed hereunder pursuant to La. R.S. 30:127(C), which option may be exercised at any time and for any duration upon written notice to Lessee, Lessee shall pay royalty to the Lessor as follows:

(B) Royalty On Oil:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral, produced, saved, sold, utilized or severed from, or attributable to, the Leased Premises. When such oil is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such oil shall be the price received by Lessee for such oil under the contract. If such oil is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the oil shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such oil, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for oil of like kind and quality from the field from which such oil is being produced, or if no oil is being sold from that field, the average of prices paid for oil of like kind and quality in the three (3) nearest fields in which oil of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of oil.

(2) Lessee shall place oil produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said oil any costs associated with putting the oil into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for oil means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area.

(3) Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such oil is run. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of oil: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; (c) costs incurred for pumping, lifting, recycling, handling, treating, separating, dehydrating, removing contaminants, or in any way processing oil production to put it in marketable condition; and (d) the cost of storage on the Leased Premises or in the field. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible.

(4) If Lessee delivers such oil at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such oil the reasonable, actual, unreimbursed costs of transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate party. If such transportation is by means of facilities owned or co-owned by the Lessee or an Affiliate, Lessee may deduct from the value of oil a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(C) Royalty On Gas:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. When such gas is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such gas shall be the price received by Lessee for such gas under the contract. If such gas is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the gas shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such gas, including all

premiums and consideration in whatever form, shall not be less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three (3) nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of gas. Notwithstanding anything contained in this Article to the contrary, payment of royalty to Lessor shall not be due on gas vented or flared in accordance with the requirements of Office of Conservation's Statewide Order No. 45-I-A (LAC 43:XIX Chapter 35) in effect now and as amended.

(2) Lessee shall place gas produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said gas any costs associated with putting the gas into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for gas means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area, or when the gas meets the location, quality and pressure specifications for transmission into an interstate pipeline or processing facility.

(3) Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such gas is produced. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of gas: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; and (c) costs incurred for lifting, recycling, separating, treating, dehydrating, removing contaminants, amine treating, glycol, methanol and chemical injection, or in any way processing gas production to put it in marketable condition. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible. Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

(4) If Lessee delivers such gas at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such gas the reasonable, actual, unreimbursed costs for transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate. If such transportation is by means of facilities owned by the Lessee or an Affiliate, Lessee may deduct from the value of gas a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(D) Royalty On NGLS:

(1) Gas produced hereunder, including casinghead gas, may be processed in a gasoline or other extraction plant in or serving the field; and natural gasoline, natural gas liquids or other products ("***NGLs***"), may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. Lessor shall be paid a royalty on all residue gas remaining after such processing or extraction pursuant to the amount and terms set forth in section (C) of this Article. Lessee shall pay the Lessor Twenty Percent (20%) as royalty on the value, as hereinafter provided, of NGLs processed or extracted from all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. If Lessee enters into an arm's length contract with a Non-Affiliate for the processing of gas, which is prudently negotiated under the facts and circumstances existing at the time of execution, and under which such party retains in kind a portion of the NGLs recovered from or attributed to such gas as consideration for processing, Lessee shall pay such royalty on the NGLs allocated to Lessee under such contract. If Lessee enters into a contract for processing gas with an Affiliate, or if the contract is not arms' length or is not prudently negotiated under the facts and circumstances existing at the time of execution, Lessee shall pay the royalty on the total NGLs recovered.

(2) The value of the NGLs shall be the price received by Lessee if sold to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution. If the NGLs are sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the NGLs shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, or if the NGLs are not sold under any contract, the value of NGLs, including all premiums and consideration in whatever form, shall be calculated on the basis of Oil Price Information Service (OPIS) at Mont Belvieu, Texas, on the date sold. If at a future date, an industry recognized and accepted index posting changes to something other than OPIS at Mont Belvieu, Texas, a new standard may be agreed to by the parties to this Lease.

(3) If the gas is processed by a Non-Affiliate under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution, the charges deducted shall be those provided in such contract, and those charges may include, but are not limited to, a combination of processing and retention of NGLs by the processor. If the gas is processed at a facility owned or co-owned by an Affiliate, or is processed pursuant to a non-arms' length contract with an Affiliate, or if the contract was not prudently negotiated under the facts and circumstances existing at the time of execution, the charges to be deducted shall include only the Lessor's proportionate part of: (1) the direct cost of operating and maintaining the plant, computed annually, including cost of labor and on-site supervision, materials, supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the plant computed over the life or lives of the field or fields served by the plant, or by such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem taxes.

(E) General Provisions Applicable To All Royalty:

(1) Lessee shall report all production of hydrocarbons and associated liquid or gaseous minerals from, or attributable to, this Lease to the Production Audit Division of the Office of Conservation and to the Mineral Income Division of the

Office of Mineral Resources by appropriate forms containing both LeaseUnitWell ("*LUW*") code and well serial number. Failure to report production as herein specified shall be deemed "improper reporting" which shall subject Lessee to the penalty as allowed by law or this Lease.

(2) If Lessee receives compensation for any function, process or liability related to production from the Leased Premises without the right given herein to deduct the costs related to such compensation, such compensation amount shall be included in the value for such production type when computing royalties.

(3) Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(4) The first payment of royalty shall be made within one hundred twenty (120) days following commencement of production. In the case of any production which has occurred prior to the Effective Date, but which is deemed to be covered by this Lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within one hundred twenty (120) days from the Effective Date. Thereafter, royalty on oil, including condensate or other liquid mineral, shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including NGLs extracted or processed from gas, shall be paid on or before the 25th day of the second month following that in which such gas was produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by La. R.S. 31:137 through 142 and La. R.S. 30:136 relative to notice, damages, penalty, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(5) Lessee may recycle gas or liquid hydrocarbons produced from the Leased Premises for gas and/or oil lift purposes on the Leased Premises or for injection into any oil or gas producing formation underlying the Leased Premises for stimulating the production of oil or for secondary recovery purposes and no royalties shall be payable on the gas or liquid hydrocarbon so recycled until such time as the same may thereafter be severed from, produced, saved, sold, or utilized by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this Lease.

(6) Lessee must exercise due diligence and make reasonable efforts to market all production from the Leased Premises to obtain the best price reasonably available. Lessee cannot charge Lessor any cost for the time and resources expended in the performance of this obligation, such as, but not limited to, the charging of a marketing fee.

## ARTICLE 10 – AUDIT RECORDS

Lessee shall establish and maintain in an organized manner all records, reports and other information reasonably relevant to its calculation of royalties, deductions and/or other sums due by Lessee under the terms of this Lease for a period of ten (10) years after the records are generated unless OMR notifies the Lessee that it has initiated an audit or investigation involving such records and that such records must be maintained for a longer period. In any case, when an audit or investigation is underway, records shall be maintained until OMR releases the Lessee of the obligation to maintain such records. Upon reasonable notice, Lessor, through OMR, shall have the right to access such records in the manner and format they are regularly maintained in the ordinary course of business for the purpose of review, duplication and/or audit. To the extent allowed by law, all such records, reports and other information provided for review, duplication, or audit shall be maintained by OMR personnel in strict confidence.

## ARTICLE 11 – LEASE ACCESS

(A) Pursuant to La. R.S. 30:127(G), Lessee shall maintain and preserve the public's access to public waterways throughout the State lands covered by this Lease.

(B) Lessee shall grant Lessor, or any other person or entity acting on behalf of Lessor, access at all reasonable times via any road or waterway to inspect the Leased Premises to ensure compliance with all Lease requirements or to exercise any right reserved explicitly or impliedly in this Lease.

(C) Lessor retains the right to sell, exchange, transfer, or otherwise dispose of all or any portion of the Leased Premises and all rights in the Leased Premises not expressly granted to Lessee or necessarily implied by this Lease. Further, Lessor shall have the right to use any and all portions of the Leased Premises for any purpose or to issue rights-of-ways and servitudes upon the Leased Premises provided doing so does not unreasonably interfere with the rights of Lessee.

## ARTICLE 12 – LESSOR'S RIGHTS

The mention of any express obligation of Lessee herein shall never be construed as affecting any implied obligation which Lessee may otherwise owe Lessor hereunder, but shall be considered as being in addition thereto. Similarly, the mention of any right or remedy of Lessor herein shall not preclude Lessor from exercising any other right or remedy to which Lessor might otherwise be entitled; and no failure of Lessor to enforce any provision of this Lease shall operate as a waiver of Lessor's right to thereafter enforce such provision or any other provision.

## ARTICLE 13 – SURFACE USE AND RESTORATION

(A) Surface Use:

(1) Lessee shall comply with and be subject to all applicable state and federal laws and regulations, in effect now and as amended, and all laws and regulations enacted after the Effective Date of this Lease which govern: exploration and production (or where applicable, hazardous or industrial) waste disposal, storage, treatment, transportation, or management; environmental quality (regardless of the environmental media involved), oil and gas conservation, navigation, archeological resources, cemeteries, coastal resource management, and wetlands protection and restoration.

(2) Lessee shall conduct operations as a prudent operator using standard industry practices and procedures and proper safeguards and take all reasonably necessary preparations and precautions to prevent and remedy pollution, fire, explosion, and environmental damage to the Leased Premises. Lessee shall be responsible, without limitation, for all damage to the Leased Premises caused by its operations including, but not limited to loss or damage to timber, crops, roads, buildings, fences, bridges, soil, surface and subsurface water, aquifers and vegetation, and also all environmental damage as that term is defined in La. R.S. 30:29. This responsibility shall be irrespective of whether such damage is due to negligence, or to the inherent nature of Lessee's activities or operations or other reason(s).

(3) Lessee shall report all unpermitted and reportable discharges on the Leased Premises as required by applicable state and federal environmental and conservation statutes and regulations to the Lessor and any other legally required entity.

(4) Lessee shall, at its sole cost and expense, keep and maintain all improvements on the Leased Premises utilized, owned, placed and/or caused to be placed by Lessee and all facilities appurtenant to such improvements in good order and repair and in the appropriate condition for the safe conduct of any activities or enterprises conducted on the Leased Premises pursuant to the rights granted hereunder, and any applicable state or federal laws.

(B) Restoration:

(1) Lessee shall be obligated to plug and abandon all wells owned, utilized, placed or caused to be placed by the Lessee on the Leased Premises no longer necessary for operations or production; to remove from the Leased Premises all structures and facilities owned, utilized, placed or caused to be placed by Lessee which are no longer utilized for operations or production on the Leased Premises; and to restore the Leased Premises, as near as practicable, to the condition existing on the Effective Date of this Lease ( ***"Restoration Obligations"***), all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. Lessee shall complete the Restoration Obligations within one (1) year commencing on the earliest of the following dates: (a) the date said wells, structures or facilities are no longer necessary for operations or production on the Leased Premises or lands pooled or unitized therewith; or (b) the date this Lease has expired, terminated or been released (whichever occurs first) as to all or a portion of the Leased Premises. The failure of the Lessee to timely complete the Restoration Obligations shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the State for plugging said wells or removing said structures or facilities, but in no instance shall title to or ownership of said facilities automatically vest in or transfer to the State nor shall said wells, structures or facilities be deemed "improvements" to the Leased Premises for purposes of vesting title in same to the State.

(2) Lessor recognizes Lessee's right to draw and remove casing from wells and, further, to remove any structures and facilities no longer utilized in operations or production on the Leased Premises.

## ARTICLE 14 - FINANCIAL SECURITY

(A) In accepting this Lease and its terms, Lessee agrees that Lessee or an operator drilling on the Leased Premises shall provide financial security for the plugging and abandoning, and associated site restoration of each well drilled. Lessee's obligation to provide financial security also is required upon a change of operatorship of a well on the Leased Premises.

(B) Lessee's obligation under this Lease to provide financial security for the plugging and abandoning, and associated site restoration, of each well, drilled shall be satisfied by fully establishing and maintaining financial security of a nature, to the extent, and in the amount required to comply with the applicable statutes, rules and regulations of the Louisiana Office of Conservation.

(C) Lessee shall furnish to Lessor, upon request, evidence of the financial security so provided to the Louisiana Commissioner of Conservation.

## ARTICLE 15 - GENERAL LIABILITY INSURANCE

(A) Lessee, at its sole expense, shall purchase and maintain in full force and effect, throughout the Operational Term and continuing until all Lease obligations are fulfilled, a policy(s) of commercial general liability insurance having a minimum limit per occurrence of One Million Dollars ($1,000,000.00) and excess liability insurance having a minimum limit per occurrence of Two Million Dollars ($2,000,000.00) (or such lower limits as deemed reasonably appropriate and necessary by Lessor after notice and Board review). This policy(s) shall identify Lessor as an additional insured, be applicable to the Leased Premises and provide coverage, except as may be limited by law, to Lessor and Lessee against claims for bodily injury, death and property damage, and for pollution incidents of a sudden and accidental nature causing such harm that may arise from or in connection with the development and production activities and operations conducted pursuant to this Lease by Lessee, its operators, contractors, employees, agents, representatives and their successors and assigns.

Documents evidencing satisfaction of the requirements of this section shall be provided to Lessor prior to commencement of the Operational Term, with the "Certificate Holder" listed as:

State of Louisiana
Office of Mineral Resources
LaSalle Building – 8th Floor
617 North Third Street
Baton Rouge, Louisiana 70802
Ref: State Lease No. _____

For purposes of this Article, the ***"Operational Term"*** shall commence upon the initiation of any surface activity on the Leased Premises in furtherance of the development and production of oil and gas including, but not limited, to surveying, mobilization, location preparation and other such activities preliminary to development of this Lease.

(B) At the discretion of Lessor, Lessee may be authorized to satisfy the requirements of this Article by means of self-insurance. Such authorization will not be unreasonably withheld if Lessee is able to demonstrate sustained financial stability and satisfy all other requirements of Lessor.

(C) The insurance coverage required hereby shall be provided at Lessee's sole expense and the insurer shall have no recourse against Lessor for payment of premiums or any assessments required by the policy(s). Deductibles and/or self-insured retentions must be reasonable, within industry standards and, upon request, disclosed by Lessee to Lessor, with Lessee solely responsible for paying all such deductibles and/or self-insured retentions.

(D) Unless Lessor gives its written consent otherwise: (1) the insurance coverage required hereby of Lessee shall be provided by a company authorized to do business in the State of Louisiana having an A.M. Best rating of A-:VI or higher (or a comparable rating by another rating agency acceptable to Lessor); and (2) at any time, if an insurer issuing such policy(s) does not meet the minimum A.M. Best rating, Lessee shall obtain a substitute policy(s) with an insurer possessing such rating and submit a substitute Certificate of Insurance in compliance herewith.

(E) Lessee shall furnish to Lessor, on an annual basis within thirty (30) days of the policy's annual renewal date, a "Certificate(s) of Insurance" fully completed and signed by the insurer's authorized representative evidencing satisfaction of the insurance coverage requirements of this Article. Additionally, upon request, Lessee shall provide to Lessor the "Declaration Page" and the "Cancellation Endorsement" for the policy(s).

## ARTICLE 16 – TITLE DISPUTES

(A) Notwithstanding any provision herein to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either express or implied. It is expressly agreed that Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor. Lessor hereby disclaims any covenant of quiet enjoyment or peaceful possession of the Leased Premises.

(B) In the event of a bona fide dispute or litigation involving Lessor's ownership or title to any portion of the Leased Premises, Lessee agrees to promptly notify Lessor, in writing, and provide any information and/or documentation in Lessee's possession or to which Lessee has access regarding such dispute, including the identity of the adverse claimant(s) and the nature of the dispute.

(C) During the pendency of and through resolution of the dispute or litigation, Lessee shall comply with all terms, provisions and requirements of this Lease, including the payment of royalty, and shall be deemed in default of payment of royalty if Lessee suspends or stops making royalty payments. However, in lieu of making said payments directly to Lessor, Lessee may:

(1) Request and obtain authorization from Lessor to suspend the direct payment of royalty due on the production attributable to the disputed acreage, deposit the royalty payments into an interest bearing escrow account at an FDIC insured financial institution having a presence within the State and fully comply with the title dispute protocol approved by Lessor; or

(2) Initiate a concursus proceeding and deposit the royalty payments attributable to the disputed acreage into the court registry; or

(3) Take other action as authorized by Lessor.

(D) Nothing herein is intended to waive, release, relinquish or in any way diminish any rights Lessor may have to review, examine, audit, dispute, challenge or contest any payments made or not made by or on behalf of Lessee on the production attributable to the disputed acreage. In the event an audit or other examination should reveal that the sums deposited into an escrow account or into the registry of the court are incorrect, Lessee shall remain fully responsible for all royalty amounts determined to be due and owing, and may be subject to payment of interest and penalties as required by law or the terms of this Lease.

(E) Upon termination of any escrow authority, concursus proceeding or other action authorized by Lessor, royalty payments due on the production attributable to the disputed acreage shall be made directly to Lessor in accordance with the provisions of this Lease or the terms of any settlement or final unappealable judgment that resolves the title dispute.

## ARTICLE 17 - TERMINATION AND RELEASE

(A) Lessee may release all or any portion or portions of the Leased Premises at any time this Lease is in effect and thereby be relieved of all obligations thereafter accruing under this Lease as to the portions surrendered; however, no partial release shall reduce or otherwise affect the amount of Rentals required to maintain this Lease during the Primary Term thereof. Nor shall any release of this Lease, in whole or in part, relieve the Lessee of any obligations to plug and abandon wells, restore the Leased Premises, or any other obligations arising under Louisiana Commissioner of Conservation orders, decisions, or regulations pertaining to the remediation of well sites.

(B) Within ninety (90) days after termination of this Lease as to any portion of the Leased Premises, either during or after the Primary Term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the Leased Premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred Dollars ($100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove. Lessee, hereby waives any further notice of default or otherwise and confesses judgment as regards the liquidated damages accruing as herein set forth.

(C) Within ninety (90) days after termination of this Lease as to any portion of the Leased Premises, either during or after the Primary Term, Lessee shall submit to OMR a listing of all unplugged wells and facilities owned, or placed and/or caused to be

placed by Lessee on the acreage released and a written preliminary plan which sets forth the Lessee's schedule for complying with its Restoration Obligations of the Leased Premises.

## ARTICLE 18 – NOTICES

(A) All notices required by this Lease or by law to be served on, given to, or delivered shall be in writing and shall be properly addressed to the Lessee(s) at the last address provided to OMR pursuant to La. R.S. 30:123.1 or section (B) of this Article or to OMR at 617 N. 3rd Street, LaSalle Building, 8th Floor, Baton Rouge, Louisiana 70802 or P.O. Box 2827, Baton Rouge, Louisiana 70821-2827. Such notices shall be deemed effective and delivered: (i) upon receipt if delivered personally; or (ii) if properly addressed, upon deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested; or (iii) if properly addressed, one (1) business day after it is sent by recognized commercial overnight courier service.

(B) Each Lessee(s) desiring to change its physical and/or mailing address shall be responsible for providing OMR with the new address. Written notice pursuant to this section is required ten days prior to the effective date of the address change and must be transmitted in accordance with section (A) of this Article.

(C) Upon an Assignment, Lessee(s)/assignor(s) and/or the assignee(s) shall ensure that the information required pursuant to La. R.S. 30:123.1 for the assignee(s) is current for purposes of notice herein.

(D) Failure of Lessee to update and/or maintain accurate contact information shall not invalidate any notice given by OMR.

## ARTICLE 19 – INDEMNITY AND HOLD HARMLESS

Lessee unconditionally agrees to respond to, investigate, defend, protect, save, indemnify, and hold free and harmless the State, the Department of Natural Resources, the Board, OMR and the officers, employees, agents and representatives of Lessor from any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of Lessee or any of Lessee's officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations pursuant to the rights granted by this Lease.

This general indemnity provision is in addition to and shall not be limited in any way by any specific indemnity provision contained elsewhere within this Lease.

## ARTICLE 20 - EXECUTORY CONTRACTS

Lessor and Lessee herein agree that for so long as this Lease remains in full force and effect, it is deemed to be an executory contract and an unexpired Lease within the meaning of Section 365 of the United States Bankruptcy Code.

## ARTICLE 21 – LAW AND FORUM

Lessee agrees that the terms and provisions of this Lease shall be construed in accordance with the laws of the State of Louisiana. Lessee further agrees that any litigation arising in connection with this Lease and to which the State is a party shall be instituted before the Nineteenth Judicial District Court in the Parish of East Baton Rouge, unless such litigation is required to be filed in or is removed to a federal court of this State.

Lessee further agrees that the rule of construction requiring that the terms and provisions of an instrument be construed against the drafting party is not and shall not be applicable to this Lease.

## ARTICLE 22 – SEVERABILITY

This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, by final judgment of a court of competent jurisdiction or pursuant to any applicable law, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties. The parties agree that the Lease shall then be reformed to replace such severed provision with a valid, lawful and enforceable provision that comes as close as possible to expressing the intent of the severed provision.

## ARTICLE 23 –MULTIPLE ORIGINALS

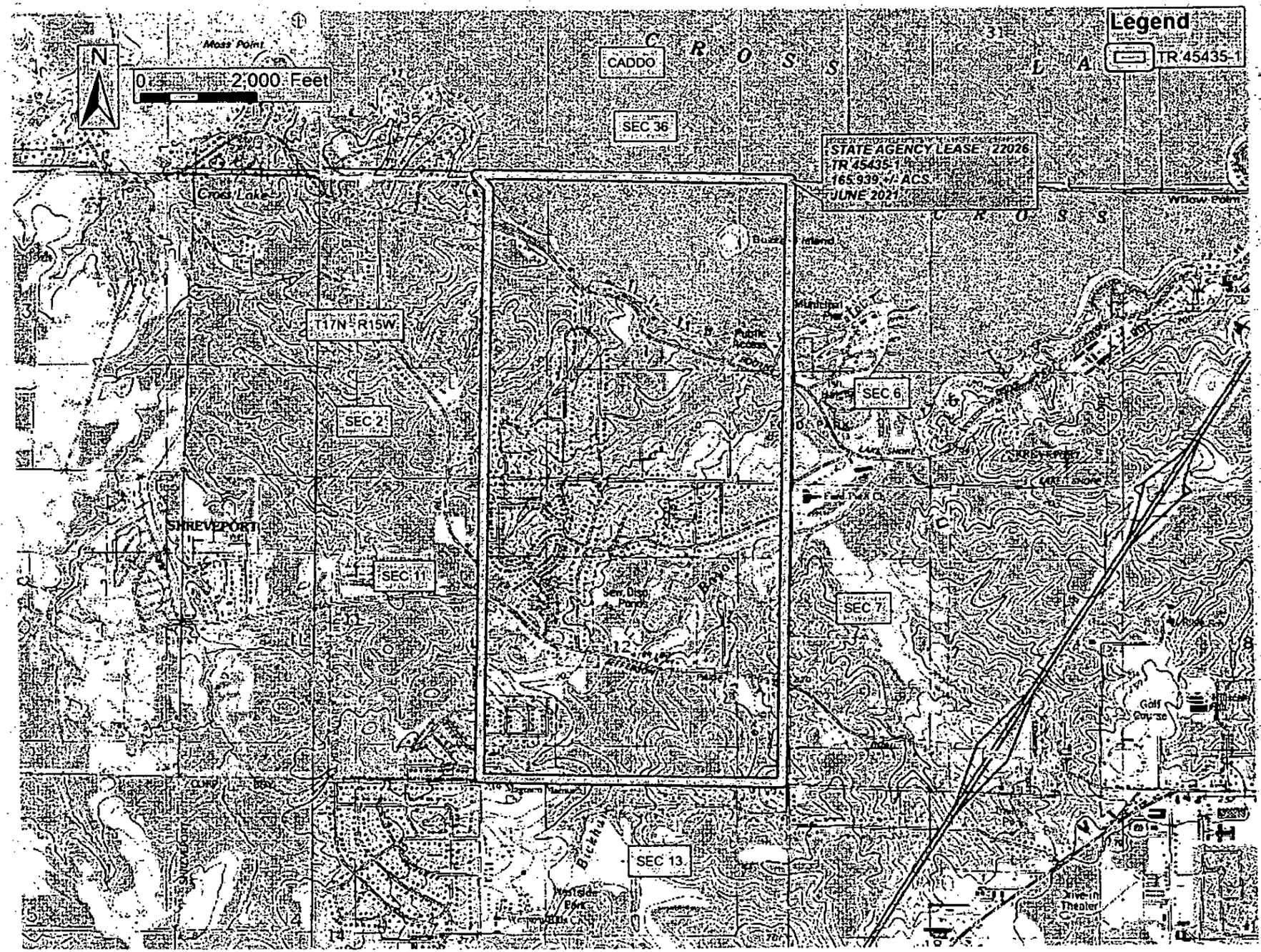
This Lease may be executed in multiple originals, each of which is intended to have the same force and effect.

## ARTICLE 24 - SECURITY INTERESTS/LESSOR'S LIEN

(A) In order to secure all of Lessee's monetary obligations under this Lease to Lessor, including particularly payment of royalties, Lessee does hereby grant a first ranking security interest in, and specifically pledges and assigns in favor of Lessor, a first priority lien and security interest in Lessee's interest in (i) all of the minerals that are extracted from the Leased Premises or lands pooled therewith and which are attributable to the Lease and (ii) all proceeds from the sale or other transfer of any such minerals, whether such proceeds are held by Lessee or a third party (collectively "Lessor's Security Interest").

(B) Lessee further acknowledges the right of, and hereby authorizes, Lessor to file UCC financing statements covering Lessor's Security Interest. Promptly upon execution of this Lease, Lessee will file with the clerk of court of any parish a UCC financing statement for Lessor's Security Interest and deliver a recorded copy of said UCC financing statement to Lessor within ten (10) days of recording the Lease. Lessee will execute and record any other documents reasonably requested by Lessor to perfect Lessor's Security Interest. It is further agreed that Lessor may exercise all of the rights of a secured party under Louisiana law (including particularly under the Louisiana Uniform Commercial Code-Secured Transactions contained in R.S. 10:9-101 et seq.) with respect to Lessor's Security Interest.

(C) Lessee further represents and warrants that at the time of execution of this Lease there are no prior or superior liens or security interests and that at the time the UCC financing statement for Lessor's Security Interest is filed in the UCC records of any parish, there will be no prior or superior liens or security interests to Lessor's Security Interest, including such liens or security interests arising from, or relating to, Lessee's activities under this Lease and/or Lessee's acquisition of this Lease. Should Lessor determine that this representation and warranty is not true and correct, or if Lessee fails to timely make any and all payments due to Lessor under this Lease, then Lessor may exercise any and all rights under this Lease and/or under Louisiana law to seek recovery of all sums due, plus legal interest, from the date(s) due until paid, and all costs and its reasonable attorney fees, and/or to file suit to have this Lease dissolved and/or terminated in accordance with the Louisiana Mineral Code, and to recover all costs and its reasonable attorney fees related thereto.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SHREVEPORT
Cross Lake
Moss Point
Willow Point
Public Access
Golf Course
Drive-In Theater

State Agency Lease No. 22027

THUS DONE, READ, ACCEPTED AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the 9th day of June, A.D., 2021, which shall be the date of this lease for all purposes.

WITNESSES as to the signature of Lessor:

Brian M. Jackson

Brandy Arledge

STATE MINERAL AND ENERGY BOARD

BY: Jamie S. Manuel, Secretary

Lessor

For: City of Shreveport

Lessor

WITNESSES as to the signature of Lessee:

Print or Type Name Here: Christen A. Brown

Print or Type Name Here: Travis M. Kimball

For: MAMMOTH MINERALS, LLC

Print or Type Name Here: Peter B. Grundberg

Lessee

WITNESS FORM OF
ACKNOWLEDGMENT FOR STATE MINERAL AND ENERGY BOARD

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, personally came and appeared: Brandy Arledge, who by me first duly sworn, deposed and said:

That she/he is one of the witnesses to the execution of the foregoing instrument that he/she saw Jamie S. Manuel sign said instrument as Secretary of the State Mineral and Energy Board for and on behalf of City of Shreveport in the presence of appearer and Brian M. Jackson, the other subscribing witness.

Sworn to and subscribed before me, on this the 7th day of June, 2021.

James J. Devitt, III
Notary No. 8973
State of Louisiana
Commissioned for Life

James J. Devitt, III
Notary #8973

Brandy Arledge

WITNESS FORM OF
ACKNOWLEDGMENT FOR CORPORATE LESSEE

STATE OF Colorado
County OF Boulder

Before me, the undersigned authority, personally came and appeared Christen Brown, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw Peter Grundberg execute said instrument as Manager of Mammoth Minerals LLC as the free act and deed of said corporation in the presence of appearer and Travis Kimball the other subscribing witness.

Sworn to and subscribed before me, on this the 23rd day of July, 2021.

Notary Public

Print or Type Name Here: Christen A Brown

LORILEE COLGROVE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204032559
MY COMMISSION EXPIRES SEPT. 18, 2024

ACKNOWLEDGMENT FOR INDIVIDUAL LESSEE

STATE OF _____
_____ OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw _____ execute said instrument as his own free act and deed in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me, on this the ____ day of _____, _____.

Notary Public

Print or Type Name Here: _____

FELICIA GILLIAM
DEPUTY CLERK

Mike Spence, Caddo Clerk of Cour
Online Instrument# 2849074
08/10/2021 02:52 PM
Number of Pages: 15

**LEASE FOR OIL, GAS AND OTHER LIQUID OR GASEOUS HYDROCARBON MINERALS**

**STATE OF LOUISIANA**
**PARISH OF EAST BATON ROUGE**
**Louisiana State Lease Form Revised 2019**

**State Agency Lease No. 22027**

C

**WHEREAS,** under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the State Mineral and Energy Board ***("Board")*** acting pursuant to the request of CITY OF SHREVEPORT, advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the property described below; and

**WHEREAS,** in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the 9TH day of JUNE, 2021, at a meeting of the Board; and

**WHEREAS,** by resolution duly adopted, the Board accepted on the 9TH day of JUNE, 2021 ***("Effective Date")***, the bid of and awarded this Lease to MAMMOTH MINERALS, LLC ***("Lessee")***, whose address is 7670 WOODWAY DRIVE SUITE 357, HOUSTON, TX 77063, as the most advantageous to the State, as Lessor.

**NOW THEREFORE,** be it known and remembered that the Board, acting under said authority, and acting for and in behalf of the CITY OF SHREVEPORT, as Lessor, does hereby lease, let, and grant unto said Lessee, the Leased Premises as defined below for the purpose of exploring by any method including, but not limited to seismic, geophysical and geological exploration for formations or structures, prospecting, drilling for and producing oil, gas and any other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas, hereinafter sometimes referred to as "oil, gas or other liquid or gaseous minerals". This grant of authority shall include the exclusive right to explore and produce oil, gas and other liquid or gaseous minerals in solution produced with oil or gas on the Leased Premises at the depths covered by this Lease. In connection therewith and as limited herein, Lessee shall have the right to use so much of the Leased Premises as reasonably may be necessary for such operations including, but not limited to storing minerals and fluids in facilities on the Leased Premises by means other than subsurface storage, laying pipelines, dredging canals, building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and/or facilities.

The property ***("Leased Premises")*** subject to this Lease, situated in the Parish(es) of CADDO, State of Louisiana, is more fully described as follows:

ENTIRE TRACT 45437 - Caddo Parish, Louisiana
A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from City Of Shreveport on June 9, 2021, being more fully described as follows: All lands in Section 25 and 36, Township 17 North, Range 15 West, Caddo Parish, Louisiana, being more fully described as follows: 1a) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 25 and 36, Township 17 North, Range 15 West, Caddo Parish, Louisiana, containing 94.9683 acres, more or less; 1b) That certain tract of land belonging to the City of Shreveport within Section 25, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171525-037-0004-00 containing 1.992 acres, more or less, acquired by City of Shreveport et al per survey plat of Cottonwood Subdivision, Unit 2, as recorded in Book 3500, Page 236, Instrument No. 1793768; 1c) That certain tract of land belonging to the City of Shreveport within Section 25, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171536-000-0017-00 containing 5.069743 acres, more or less, acquired by The City of Shreveport as recorded in Book 1275, Page 511, Instrument No. 517936; 1d) That certain tract of land belonging to the City of Shreveport within Section 36, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171536-000-0017-00 containing 115.700257 acres, more or less, acquired by The City of Shreveport as recorded in Book 1275, Page 511, Instrument No. 517936; 1e) That certain tract of land belonging to the City of Shreveport within Section 36, Township 17 North, Range 15 West, Caddo Parish, Louisiana, with GEO Identification Number 017-171536-000-0018-00 containing 5.35 acres, more or less, acquired by The City of Shreveport as recorded in Book 1275, Page 511, Instrument No. 517936; 1f) All tax adjudicated properties in Sections 25 and 36, Township 17 North, Range 15 West containing 0.925 acres, more or less; the total acreage for Sections 25 and 36, Township 17 North, Range 15 West containing **223.99 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the leased premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a drilling unit which included a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit

This Lease excludes free sulfur, potash, lignite, salt and other solid minerals, and alternative energy sources including geothermal energy. Lessee shall not have any right to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits, nor any right under this Lease in regard to alternative energy sources as defined by La. R.S. 30:124.

Should this Lease, when executed or thereafter, not cover all depths as to the Leased Premises or a portion thereof, the rights of Lessor or another lessee to conduct operations for the exploration, development and production of oil, gas or other liquid or gaseous minerals as to such excluded depths shall be exercised with reasonable regard for the rights of Lessee (as provided in La. R.S. 31:11), and vice versa.

Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the Leased Premises "AS IS". Lessor has no obligation to make any repairs, additions or improvements to the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any purposes intended by Lessee or contemplated by this Lease.

Lessor reserves the right to exclude certain sites from drilling and/or production activities in areas having special wildlife, environmental, or recreational significance on State surface lands and/or water bodies.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject to the surface usage for seismic and geophysical exploration by any seismic permittee of the State whose valid permit predates the Effective Date of this Lease, but only to the extent that such permit covers all or a portion of the surface area encompassed within the geographical boundary of the Leased Premises. The said seismic permittee shall owe Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to reimburse Lessee for surface usage, but said seismic permittee shall not unreasonably interfere with Lessee's exercise of its rights acquired hereunder.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject and subservient to surface usage for integrated coastal protection or hurricane and flood protection projects promulgated, funded and/or effected through the State, the Coastal Protection and Restoration Authority, the Department of Natural Resources and/or their divisions, whether solely or in conjunction with other federal, state or local government agencies, or with private individuals or entities. Lessee shall hold the State, its departments, agencies, boards and commissions including, without limitation, the Coastal Protection and Restoration Authority, the Department of Natural Resources, the Office of Mineral Resources (***"OMR"***), the Board and their officers, employees, agents and representatives, and the United States government, its departments, agencies and divisions, together with their respective officers, employees, agents and representatives, free and harmless of and from any claims, actions and/or causes of action, except as limited by law, for loss, harm or damage to the rights of any party arising under this Lease or any other contract, permit or license of Lessee related to this Lease caused by the diversion of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection projects, or any other such action taken for the purpose of management, preservation, enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related public or renewable resources. Lessee, in the exercise of its rights granted hereunder, shall utilize the best technology commercially available, including directional drilling, so as to minimize interference with the ongoing surface usage entailed in the development, construction and maintenance of said integrated coastal protection and/or hurricane and flood protection projects.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

During the term of this Lease, Lessee shall comply with all federal, state, and local laws and regulations, whether now in effect or enacted in the future, in carrying out the provisions of this Lease.

The references in this Lease to statutes and regulations apply to the statute and regulation as such existed at the time this Lease was revised and also to any amended or successor statute or regulation.

## DEFINITIONS

For purposes of this Lease, the following definitions shall apply:

(A) ***"Acceptable Lease Operations"*** shall mean either Actual Drilling Operations or Actual Reworking Operations, as defined below, conducted on the Leased Premises in Good Faith and with due diligence. Under no circumstances shall drilling or otherwise creating salt water disposal wells constitute Acceptable Lease Operations.

(1) ***"Actual Drilling Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: (a) drilling commenced by spudding-in of a new well; (b) deepening or sidetracking of an existing well; (c) plugging back or attempted recompletion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); or (d) completing any such well, including the installation of equipment in the wellbore that is necessary to complete the well as a producer and/or to maintain downhole completion activity. The installation of flowlines or other surface facilities needed to produce the well shall not be considered as Actual Drilling Operations.

(B) ***"Affiliate"*** shall mean any business concern, organization, or individual that controls, is controlled by or is under common control with Lessee or operator. The power to control is the key factor in affiliation with another business concern, whether exercised or not.

(1) Control may consist of:
(a) Shared management or ownership;
(b) Common use of facilities, equipment, and employees; and/or
(c) Family interest.

(2) Indicators of Lessee affiliates may include:
(a) Common ownership; and/or
(b) Common management and identity of interest.

(3) Power to control exists when a person or entity has fifty percent (50%) or more ownership. It may also exist with considerably less than fifty percent (50%) ownership by contractual arrangement or when a person or entity owns a large share compared to other parties.

(4) The term "Affiliate" shall also mean any business concern, organization, or individual operating a well on the Leased Premises, making royalty payments, or engaged in the sale of oil, gas or products for the Lessee or an operator.

(C) ***"Anniversary Date"*** shall mean the same date on each next ensuing year or years after the Effective Date of this Lease.

(D) ***"Good Faith"*** as used in the definition of Acceptable Lease Operations, Actual Drilling Operations and Actual Reworking Operations shall mean that each well operation must be:

(1) Commenced with reasonable expectation of discovering and producing minerals in paying quantities at a particular point or depth; and

(2) Conducted in such a manner that constitutes a single operation although actual drilling is not conducted at all times.

(E) ***"Leasehold Payments"*** shall mean Rental payments, Deferred Development Payments, Shut-In Payments and any other payments allowed to maintain this Lease in whole or in part.

(F) The term "**Lessee**" as used throughout this Lease, means and includes the original Lessee named in this Lease, any Affiliate of Lessee, and all assignees, heirs, successors and any Affiliate of any such assignees, heirs or successors.

(G) ***"Non-Affiliate"*** shall mean a person, company, firm or other business unit that is not an Affiliate.

(H) ***"Production in Paying Quantities"*** shall mean production of oil, gas or other liquid or gaseous minerals in paying quantities as defined by La. R.S. 31:124 from the Leased Premises, in addition, notwithstanding the provisions of La. R.S. 31:125, the amount of royalties payable on such production must also be sufficient to constitute serious or adequate consideration to the Lessor.

(I) ***"Unit"*** shall mean unitized or pooled mineral acreage by order of a governmental agency or by conventional agreement approved by Lessor.

## ARTICLE 1 – BONUS

Lessee has this day paid to Lessor a cash payment of Three Hundred Thirty-Five Thousand Nine Hundred Eighty-Five and No/100ths ($335,985.00) Dollars one-half (1/2) of which is (a) full and adequate consideration for every right granted hereunder and one-half (1/2) of which is (b) the annual Rental for the first year of this Lease.

## ARTICLE 2 – PRIMARY TERM

(A) Subject to the provisions hereof, this Lease shall be for a term of Three (3) years (***"Primary Term"***) and for so long thereafter as this Lease is maintained in force in any manner provided herein.

(B) If the Lessee is not in default under any of the terms and conditions of the Lease, the Lessee may apply to the Board in writing to extend the Primary Term of this Lease by a maximum of two (2) additional years. The Lessee must file this request to OMR not later than ninety (90) days prior to the expiration of the initial Primary Term. The Board may extend the Primary Term and

on or before that Anniversary Date. The Lessor is not required to give notice that Rentals are due. Rental payment by Lessee shall be made by check, draft or in a form acceptable by the Board and made payable to the order of the "Office of Mineral Resources" and delivered or mailed to OMR on or before the Anniversary Date.

(2) If Actual Drilling Operations or Production in Paying Quantities is occurring on an Anniversary Date during the Primary Term, no Rental shall be due and this Lease shall remain in effect for twelve (12) months from that Anniversary Date as if a Rental had been paid.

(3) Should Actual Drilling Operations be abandoned or suspended or Production in Paying Quantities cease at any time within a period of ninety (90) days prior to an Anniversary Date during the Primary Term, Lessee shall have a period of ninety (90) days after the date of such abandonment, suspension or cessation within which to commence or resume Actual Drilling Operations or Production in Paying Quantities on the Leased Premises, or make the Rental payment. The commencement or resumption of Actual Drilling Operations or Production in Paying Quantities or payment of Rental within the ninety (90) day period shall have the same effect as though such were commenced, resumed or Rental paid on or before the Anniversary Date.

(B) Lease Maintenance at the end of the Primary Term and Thereafter:

(1) This Lease shall terminate at the end of the Primary Term unless Acceptable Lease Operations or Production in Paying Quantities is occurring. If Acceptable Lease Operations or Production in Paying Quantities is occurring at the end of the Primary Term, this Lease shall terminate unless Acceptable Lease Operations or Production in Paying Quantities continue without a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities and their recommencement.

(2) If Acceptable Lease Operations or Production in Paying Quantities cease within ninety (90) days prior to expiration of the Primary Term or at any time after the Primary Term, and Lessee commences or resumes Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days after such cessation, this Lease will continue for so long as Acceptable Lease Operations or Production in Paying Quantities continue. If Lessee fails to commence Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days or there is a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities, this Lease shall thereupon terminate.

(3) Notwithstanding anything in Article 3(B)(1) or 3(B)(2), this Lease may also be maintained in some cases after the Primary Term in accordance with Article 3(C) (Deferred Development Payment), Article 3(D) (Shut-In Payment) and Article 5 (Force Majeure and Suspending Event).

(C) Lease Maintenance when Leased Premises included in a Unit:

(1) Notwithstanding anything to the contrary herein contained, in the event all or a portion of the Leased Premises is included by itself or with other lands in a Unit, then Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments attributed to that Unit ("***Unitized Operations***") shall serve to maintain this Lease, pursuant to the applicable provisions found in sections (A), (B), or (D) of this Article, only as to that portion of the Leased Premises embraced in such a Unit and this Lease shall terminate as to all acreage lying outside the Unit (***"Outside Acreage"***) unless maintained as set forth herein below. For purposes of maintaining this Lease with Unitized Operations pursuant to this section, the definitions for the defined terms Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments, are expanded to include operations, production or payments attributed to wells whether located on the Leased Premises or on lands pooled or unitized therewith. As used herein, the term ***"Deferred Development Payment"*** shall mean a sum equal to one-half of the per-acre cash bonus payment made for this Lease multiplied by the number of acres in the Outside Acreage.

(2) This Lease may be maintained as to Outside Acreage as otherwise allowed under the terms of this Lease or as follows:

(a) Lessee pays the Lessor a Deferred Development Payment on or before the Anniversary Date of this Lease next ensuing after the commencement of Unitized Operations; or

(b) In the event that Unitized Operations commence within ninety (90) days before the Anniversary Date next ensuing after the commencement of Unitized Operations, Lessee shall make a Deferred Development Payment within ninety (90) days of said commencement of the Unitized Operations; or

(c) In the event that this Lease is being maintained as to Outside Acreage by Acceptable Lease Operations and/or Production in Paying Quantities, and such Acceptable Lease Operations and/or Production in Paying Quantities cease for any cause and this Lease is not otherwise maintained as to Outside Acreage under the terms of this Lease, Lessee shall, within ninety (90) days of said cessation, resume Acceptable Lease Operations and/or

(D) Shut-In Payments:

(1) If at any time or times (during or after the Primary Term) there is on the Leased Premises a gas and/or oil well or wells capable of Production in Paying Quantities, but gas and/or oil is not being used, produced or marketed therefrom because of the lack of a reasonable market or production/marketing facilities (***"Qualifying Conditions"***), and if this Lease is not then being otherwise maintained, Lessee may make a request to maintain this Lease in force by making a payment at the rate of Fifty Dollars ($50.00) per acre for the acreage not otherwise maintained under the terms of this Lease (***"Shut-In Acreage"***), but in no event shall payment be less than One Thousand Dollars ($1,000.00) (***"Shut-In Payment"***). A Shut-In Payment shall maintain this Lease as to Shut-In Acreage for a period of six (6) months (***"Shut-In Period"***), during which, it shall be considered that there is Production in Paying Quantities for lease maintenance purposes only. The Shut-In Payment must be made prior to the termination of this Lease as to the Shut-In Acreage.

(2) Lessee's request to make a Shut-In Payment must clearly demonstrate proof to the Lessor the existence of the Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Lessee's request to make a Shut-In Payment requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment.

(3) Lessee may request up to a maximum of six (6) consecutive Shut-In Periods. For each subsequent request following the initial Shut-In Period, Lessee must clearly demonstrate proof to the Lessor the existence of Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Each such subsequent request requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment. Each such subsequent request must be received prior to the end of the then existing Shut-In Period, and, if authorized, shall commence upon expiration of the then existing Shut-In Period. If Lessee's subsequent request is denied, then on the last day of the then existing Shut-In Period, this Lease shall terminate unless it can be maintained under other provisions hereof. Notwithstanding the limitation upon consecutive Shut-In Periods, for compelling reasons proven to the satisfaction of Lessor, Lessee may request, and Lessor may grant an additional Shut-In Period or periods in accordance with the terms and requirements herein, with any such extension(s) to be approved via an acknowledgment Resolution of the Board, having the effect of an amendment of this Lease.

(E) Termination of Deep Rights:

(1) The Lessor may terminate this Lease on the second Anniversary Date beyond the end of the Primary Term (or, if Acceptable Lease Operations on the Leased Premises or on lands pooled or unitized therewith are ongoing within ninety (90) days before such second Anniversary Date, then upon the lapse of all such Acceptable Lease Operations for more than ninety (90) days) as to the depths lying below the stratigraphic equivalent of one hundred feet (100') below the base of the deepest stratigraphic formation that at such time is either producing or capable of production and is encountered by a well located on the Leased Premises or on lands pooled or unitized therewith; or a deeper depth agreed to by the Lessor (***"Deep Rights Acreage"***). Prior to exercising its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall send written notice of its intentions to exercise said right to the Lessee on or before the first Anniversary Date beyond the end of the Primary Term.

(2) In the event that Lessor exercises its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall have the right to enter into new agreements for the exploration and production of minerals from the Deep Rights Acreage, and in connection therewith to grant someone other than the Lessee the right to explore, develop, produce and market minerals from the Deep Rights Acreage, together with the rights of ingress and egress through the Leased Premises to conduct such operations, commensurate with the rights granted to Lessee herein, including the right to penetrate and drill through the formations above the Deep Rights Acreage. The rights retained by the Lessee and the rights granted with respect to the Deep Rights Acreage shall be exercised in such manner that neither shall unduly interfere with the operations of the other upon the Leased Premises or the Deep Rights Acreage.

## ARTICLE 4 – TRANSFERS AND ASSIGNMENTS

(A) No assignment, sublease or other transfer, in whole or in part, of any rights or interest granted to Lessee under this Lease (collectively hereinafter referred to as an ***"Assignment"***) shall be valid unless approved by Lessor in accordance with La. R.S. 30:128 and as amended. Nonetheless, an Assignment shall not include, and the prior sentence shall not apply to, the granting of a mortgage in, collateral assignment of production from, or other security interest in this Lease or the transfer of an overriding royalty interest, production payment, net profits interest, or similar interest in this Lease.

(B) An assignor, sublessor or transferor making an Assignment of this Lease is not relieved of his obligations or liabilities under

Lease Operations and/or Production in Paying Quantities in order to maintain this Lease be postponed on a day-for-day basis for so long as the adverse effects of the Incident continue, providing that Lessee provides OMR with notice in accordance with section (B) of this Article and that Lessee is diligently, reasonably and in good faith attempting to mitigate and eliminate the effects of the Incident. The occurrence of an Incident shall not maintain this Lease for more than twelve (12) months from the date of the Incident onset unless extended by Lessor.

(2) A determination as to whether Lessee can utilize this Article and whether Lessee has complied with the requirements thereof is at the sole, reasonable discretion of Lessor. In making such a determination, Lessor shall not consider Lessee's financial inability to comply with any of the obligations of this Lease and an increase in costs of performing the obligations set forth in this Lease shall not constitute circumstances beyond Lessee's control.

(B) Within ninety (90) days of the Incident onset, Lessee shall submit a written notice containing the following: (1) the onset date, description and nature of the Incident; (2) the effects preventing continuation of Acceptable Lease Operations or Production in Paying Quantities; (3) a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations and/or Production in Paying Quantities; (4) an estimated time for resumption of Acceptable Lease Operations or Production in Paying Quantities; and (5) any other information or documentation evidencing the existence of the Incident requested by Lessor. Notice given beyond ninety (90) days shall not be considered reasonable notice and the application may be denied by Lessor barring consequential extenuating circumstances.

(C) Every thirty (30) days following the notice required in section (B) of this Article, Lessee shall be required to submit written, detailed reports on a monthly basis to OMR giving therein a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations or Production in Paying Quantities. If the reports are not timely submitted or if Lessee did not attempt in good faith to mitigate the effects of the Incident, Lessor, after notice and opportunity to be heard, may declare the Incident recognition to be ended and that Lessee may not after such failure utilize this provision to excuse any failure to comply with any obligations of this Lease relating to the particular Incident involved.

(D) A ***"Force Majeure"*** event, as herein utilized, shall be a fortuitous event that is beyond Lessee's control and is not ultimately determined to be caused by Lessee or due to Lessee's negligent or intentional commission or omission, or failure to take reasonable and timely foreseeable preventative measures that would have mitigated or negated the effects of the event. An example of a Force Majeure event may include, depending on the specific circumstances involved: (1) a major storm, major flood or other similar natural disaster; or (2) a major accident such as a blowout, fire or explosion.

(E) A ***"Suspending Event"***, as herein utilized, shall be: (1) the lack of availability, after Lessee has diligently, timely and in good faith attempted to secure same, of any required equipment and/or personnel, such as the specific type of rig or specific type of casing or drill pipe; or (2) the unreasonable delay by any government agency or political subdivision in granting permits necessary for Acceptable Lease Operations or Production in Paying Quantities; or (3) an order of any federal or state court of competent jurisdiction preventing Acceptable Lease Operations or Production in Paying Quantities; or (4) the act of a third party, not under the control or at the instigation of Lessee, in shutting down and unreasonably refusing to reopen any facility through which hydrocarbons from this Lease are necessarily passed as part of production (and provided there is no other reasonably economical method of carrying on production); or (5) other events not described herein that are recognized by Lessor.

## ARTICLE 6 – UNITS

(A) Lessee may include all or a portion of the Leased Premises within a Unit. Nonetheless, Lessee must obtain Lessor's approval prior to including all or a portion of the Leased Premises in a Unit through a conventional agreement.

(B) If Lessee applies for, gives notice of the intent to apply for, or receives notice of an application to the Commissioner of Conservation for the creation, dissolution, or modification of any Unit that includes, or is seeking to include or exclude, all or a portion of the Leased Premises, Lessee shall provide Lessor with copies of same, in addition to any information attached thereto. If Lessee is the applicant, said copies shall be furnished to Lessor either at the time the application or notice is filed with the Commissioner of Conservation or at the time required by applicable orders or regulations of the Commissioner of Conservation for furnishing such information, whichever is earlier; if Lessee is not the applicant, said copies shall be furnished to Lessor promptly after Lessee receives copies of such application or notice. For a Unit created by an order of the Commissioner of Conservation, which includes all or a portion of the Leased Premises, Lessee shall furnish Lessor a survey plat of each Unit so created.

## ARTICLE 7 – PROTECTION AGAINST DRAINAGE

(A) Lessee agrees to protect the Leased Premises from drainage of oil, gas or other liquid or gaseous minerals by a well producing from adjacent or nearby property ***("Adjacent Well")*** not owned by Lessor and not included in a Unit ***("Drainage")***. It shall be presumed, subject to rebuttal by Lessee, that Drainage is occurring if the Adjacent Well is producing within six hundred and

(***"Offset Royalties"***). Offset Royalties are intended to permit Lessee time to further evaluate the producing Adjacent Well, and the payment of Offset Royalties shall not of itself serve to maintain this Lease if not otherwise maintained.

(D) The obligation to protect the Leased Premises from Drainage and the requirements of this Article shall be satisfied with respect to a particular Adjacent Well on the date that Lessee either releases the affected portion of the Leased Premises or initiates unitization proceedings to include all or a portion of the Leased Premises within a Unit in which the particular Adjacent Well is serving as the Unit well. Any damages from Drainage occurring prior to the date such a release is executed or such Unit is created are owed by the Lessee to the Lessor.

## ARTICLE 8 – LESSEE REPORTING

(A) Lessee shall furnish Lessor, upon request, well and survey data reasonably available to Lessee relating to the Leased Premises or lands pooled therewith including, but not limited to: (1) all wire line surveys and all (open and cased hole) logs run in the well in paper and digital formats to be determined by Lessor; (2) directional surveys; (3) mud logs and core descriptions of both sidewall samples and conventional cores; (4) drill stem and production test data; (5) daily drilling reports (to be supplied weekly); and (6) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. Upon request, Lessee also shall furnish Lessor with any and all other information reasonably available to Lessee to keep Lessor informed of Lessee's compliance with the provisions of this Lease and operations on the Leased Premises. To the extent allowed by law, Lessor agrees to keep confidential any information submitted under this Article that is not already part of the public domain.

(B) Nothing in this Article shall require Lessee to furnish or permit inspection of Lessee's interpretation of the information referred to above. Lessor's representatives shall have access, at reasonable times and intervals, to examine and inspect Lessee's information and operations being conducted on the Leased Premises or lands pooled or unitized.

## ARTICLE 9 – ROYALTY

(A) Unless Lessor elects to take in-kind all or any part of the portion due Lessor as royalty on minerals produced, saved, sold, utilized or severed hereunder pursuant to La. R.S. 30:127(C), which option may be exercised at any time and for any duration upon written notice to Lessee, Lessee shall pay royalty to the Lessor as follows:

(B) Royalty On Oil:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral, produced, saved, sold, utilized or severed from, or attributable to, the Leased Premises. When such oil is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such oil shall be the price received by Lessee for such oil under the contract. If such oil is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the oil shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such oil, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for oil of like kind and quality from the field from which such oil is being produced, or if no oil is being sold from that field, the average of prices paid for oil of like kind and quality in the three (3) nearest fields in which oil of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of oil.

(2) Lessee shall place oil produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said oil any costs associated with putting the oil into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for oil means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area.

(3) Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such oil is run. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of oil: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; (c) costs incurred for pumping, lifting, recycling, handling, treating, separating, dehydrating, removing contaminants, or in any way processing oil production to put it in marketable condition; and (d) the cost of storage on the Leased Premises or in the field. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible.

(4) If Lessee delivers such oil at a point outside the field in which the Leased Premises is situated, Lessee may deduct

would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the gas shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such gas, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three (3) nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of gas. Notwithstanding anything contained in this Article to the contrary, payment of royalty to Lessor shall not be due on gas vented or flared in accordance with the requirements of Office of Conservation's Statewide Order No. 45-1-A (LAC 43:XIX Chapter 35) in effect now and as amended.

(2) Lessee shall place gas produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said gas any costs associated with putting the gas into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for gas means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area, or when the gas meets the location, quality and pressure specifications for transmission into an interstate pipeline or processing facility.

(3) Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such gas is produced. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of gas: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; and (c) costs incurred for lifting, recycling, separating, treating, dehydrating, removing contaminants, amine treating, glycol, methanol and chemical injection, or in any way processing gas production to put it in marketable condition. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible. Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

(4) If Lessee delivers such gas at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such gas the reasonable, actual, unreimbursed costs for transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate. If such transportation is by means of facilities owned by the Lessee or an Affiliate, Lessee may deduct from the value of gas a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(D) Royalty On NGLS:

(1) Gas produced hereunder, including casinghead gas, may be processed in a gasoline or other extraction plant in or serving the field; and natural gasoline, natural gas liquids or other products ("***NGLs***"), may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. Lessor shall be paid a royalty on all residue gas remaining after such processing or extraction pursuant to the amount and terms set forth in section (C) of this Article. Lessee shall pay the Lessor Twenty Percent (20%) as royalty on the value, as hereinafter provided, of NGLs processed or extracted from all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. If Lessee enters into an arm's length contract with a Non-Affiliate for the processing of gas, which is prudently negotiated under the facts and circumstances existing at the time of execution, and under which such party retains in kind a portion of the NGLs recovered from or attributed to such gas as consideration for processing, Lessee shall pay such royalty on the NGLs allocated to Lessee under such contract. If Lessee enters into a contract for processing gas with an Affiliate, or if the contract is not arms' length or is not prudently negotiated under the facts and circumstances existing at the time of execution, Lessee shall pay the royalty on the total NGLs recovered.

(2) The value of the NGLs shall be the price received by Lessee if sold to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution. If the NGLs are sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the NGLs shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, or if the NGLs are not sold under any contract, the value of NGLs, including all premiums and consideration in whatever form, shall be calculated on the basis of Oil Price Information Service (OPIS) at Mont Belvieu, Texas, on the date sold. If at a future date, an industry recognized and accepted index posting changes to something other than OPIS at Mont Belvieu, Texas, a new standard may be agreed to by the parties to this Lease.

(1) Lessee shall report all production of hydrocarbons and associated liquid or gaseous minerals from, or attributable to, this Lease to the Production Audit Division of the Office of Conservation and to the Mineral Income Division of the Office of Mineral Resources by appropriate forms containing both LeaseUnitWell ("***LUW***") code and well serial number. Failure to report production as herein specified shall be deemed "improper reporting" which shall subject Lessee to the penalty as allowed by law or this Lease.

(2) If Lessee receives compensation for any function, process or liability related to production from the Leased Premises without the right given herein to deduct the costs related to such compensation, such compensation amount shall be included in the value for such production type when computing royalties.

(3) Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(4) The first payment of royalty shall be made within one hundred twenty (120) days following commencement of production. In the case of any production which has occurred prior to the Effective Date, but which is deemed to be covered by this Lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within one hundred twenty (120) days from the Effective Date. Thereafter, royalty on oil, including condensate or other liquid mineral, shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including NGLs extracted or processed from gas, shall be paid on or before the 25th day of the second month following that in which such gas was produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by La. R.S. 31:137 through 142 and La. R.S. 30:136 relative to notice, damages, penalty, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(5) Lessee may recycle gas or liquid hydrocarbons produced from the Leased Premises for gas and/or oil lift purposes on the Leased Premises or for injection into any oil or gas producing formation underlying the Leased Premises for stimulating the production of oil or for secondary recovery purposes and no royalties shall be payable on the gas or liquid hydrocarbon so recycled until such time as the same may thereafter be severed from, produced, saved, sold, or utilized by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this Lease.

(6) Lessee must exercise due diligence and make reasonable efforts to market all production from the Leased Premises to obtain the best price reasonably available. Lessee cannot charge Lessor any cost for the time and resources expended in the performance of this obligation, such as, but not limited to, the charging of a marketing fee.

## ARTICLE 10 – AUDIT RECORDS

Lessee shall establish and maintain in an organized manner all records, reports and other information reasonably relevant to its calculation of royalties, deductions and/or other sums due by Lessee under the terms of this Lease for a period of ten (10) years after the records are generated unless OMR notifies the Lessee that it has initiated an audit or investigation involving such records and that such records must be maintained for a longer period. In any case, when an audit or investigation is underway, records shall be maintained until OMR releases the Lessee of the obligation to maintain such records. Upon reasonable notice, Lessor, through OMR, shall have the right to access such records in the manner and format they are regularly maintained in the ordinary course of business for the purpose of review, duplication and/or audit. To the extent allowed by law, all such records, reports and other information provided for review, duplication, or audit shall be maintained by OMR personnel in strict confidence.

## ARTICLE 11 – LEASE ACCESS

(A) Pursuant to La. R.S. 30:127(G), Lessee shall maintain and preserve the public's access to public waterways throughout the State lands covered by this Lease.

(B) Lessee shall grant Lessor, or any other person or entity acting on behalf of Lessor, access at all reasonable times via any road or waterway to inspect the Leased Premises to ensure compliance with all Lease requirements or to exercise any right reserved explicitly or impliedly in this Lease.

(C) Lessor retains the right to sell, exchange, transfer, or otherwise dispose of all or any portion of the Leased Premises and all rights in the Leased Premises not expressly granted to Lessee or necessarily implied by this Lease. Further, Lessor shall have the right to use any and all portions of the Leased Premises for any purpose or to issue rights-of-ways and servitudes upon the Leased Premises provided doing so does not unreasonably interfere with the rights of Lessee.

## ARTICLE 12 – LESSOR'S RIGHTS

The mention of any express obligation of Lessee herein shall never be construed as affecting any implied obligation which Lessee may otherwise owe Lessor hereunder, but shall be considered as being in addition thereto. Similarly, the mention of any right or remedy of Lessor herein shall not preclude Lessor from exercising any other right or remedy to which Lessor might otherwise be entitled;

(2) Lessee shall conduct operations as a prudent operator using standard industry practices and procedures and proper safeguards and take all reasonably necessary preparations and precautions to prevent and remedy pollution, fire, explosion, and environmental damage to the Leased Premises. Lessee shall be responsible, without limitation, for all damage to the Leased Premises caused by its operations including, but not limited to loss or damage to timber, crops, roads, buildings, fences, bridges, soil, surface and subsurface water, aquifers and vegetation, and also all environmental damage as that term is defined in La. R.S. 30:29. This responsibility shall be irrespective of whether such damage is due to negligence, or to the inherent nature of Lessee's activities or operations or other reason(s).

(3) Lessee shall report all unpermitted and reportable discharges on the Leased Premises as required by applicable state and federal environmental and conservation statutes and regulations to the Lessor and any other legally required entity.

(4) Lessee shall, at its sole cost and expense, keep and maintain all improvements on the Leased Premises utilized, owned, placed and/or caused to be placed by Lessee and all facilities appurtenant to such improvements in good order and repair and in the appropriate condition for the safe conduct of any activities or enterprises conducted on the Leased Premises pursuant to the rights granted hereunder, and any applicable state or federal laws.

(B) Restoration:

(1) Lessee shall be obligated to plug and abandon all wells owned, utilized, placed or caused to be placed by the Lessee on the Leased Premises no longer necessary for operations or production; to remove from the Leased Premises all structures and facilities owned, utilized, placed or caused to be placed by Lessee which are no longer utilized for operations or production on the Leased Premises; and to restore the Leased Premises, as near as practicable, to the condition existing on the Effective Date of this Lease ( ***"Restoration Obligations"***), all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. Lessee shall complete the Restoration Obligations within one (1) year commencing on the earliest of the following dates: (a) the date said wells, structures or facilities are no longer necessary for operations or production on the Leased Premises or lands pooled or unitized therewith; or (b) the date this Lease has expired, terminated or been released (whichever occurs first) as to all or a portion of the Leased Premises. The failure of the Lessee to timely complete the Restoration Obligations shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the State for plugging said wells or removing said structures or facilities, but in no instance shall title to or ownership of said facilities automatically vest in or transfer to the State nor shall said wells, structures or facilities be deemed "improvements" to the Leased Premises for purposes of vesting title in same to the State.

(2) Lessor recognizes Lessee's right to draw and remove casing from wells and, further, to remove any structures and facilities no longer utilized in operations or production on the Leased Premises.

## ARTICLE 14 - FINANCIAL SECURITY

(A) In accepting this Lease and its terms, Lessee agrees that Lessee or an operator drilling on the Leased Premises shall provide financial security for the plugging and abandoning, and associated site restoration of each well drilled. Lessee's obligation to provide financial security also is required upon a change of operatorship of a well on the Leased Premises.

(B) Lessee's obligation under this Lease to provide financial security for the plugging and abandoning, and associated site restoration, of each well, drilled shall be satisfied by fully establishing and maintaining financial security of a nature, to the extent, and in the amount required to comply with the applicable statutes, rules and regulations of the Louisiana Office of Conservation.

(C) Lessee shall furnish to Lessor, upon request, evidence of the financial security so provided to the Louisiana Commissioner of Conservation.

## ARTICLE 15 - GENERAL LIABILITY INSURANCE

(A) Lessee, at its sole expense, shall purchase and maintain in full force and effect, throughout the Operational Term and continuing until all Lease obligations are fulfilled, a policy(s) of commercial general liability insurance having a minimum limit per occurrence of One Million Dollars ($1,000,000.00) and excess liability insurance having a minimum limit per occurrence of Two Million Dollars ($2,000,000.00) (or such lower limits as deemed reasonably appropriate and necessary by Lessor after notice and Board review). This policy(s) shall identify Lessor as an additional insured, be applicable to the Leased Premises and provide coverage, except as may be limited by law, to Lessor and Lessee against claims for bodily injury, death and property damage, and for pollution incidents of a sudden and accidental nature causing such harm that may arise from or in connection with the development and production activities and operations conducted pursuant to this Lease by Lessee, its operators, contractors, employees, agents, representatives and their successors and assigns.

Documents evidencing satisfaction of the requirements of this section shall be provided to Lessor prior to commencement of

(B) At the discretion of Lessor, Lessee may be authorized to satisfy the requirements of this Article by means of self-insurance. Such authorization will not be unreasonably withheld if Lessee is able to demonstrate sustained financial stability and satisfy all other requirements of Lessor.

(C) The insurance coverage required hereby shall be provided at Lessee's sole expense and the insurer shall have no recourse against Lessor for payment of premiums or any assessments required by the policy(s). Deductibles and/or self-insured retentions must be reasonable, within industry standards and, upon request, disclosed by Lessee to Lessor, with Lessee solely responsible for paying all such deductibles and/or self-insured retentions.

(D) Unless Lessor gives its written consent otherwise: (1) the insurance coverage required hereby of Lessee shall be provided by a company authorized to do business in the State of Louisiana having an A.M. Best rating of A-:VI or higher (or a comparable rating by another rating agency acceptable to Lessor); and (2) at any time, if an insurer issuing such policy(s) does not meet the minimum A.M. Best rating, Lessee shall obtain a substitute policy(s) with an insurer possessing such rating and submit a substitute Certificate of Insurance in compliance herewith.

(E) Lessee shall furnish to Lessor, on an annual basis within thirty (30) days of the policy's annual renewal date, a "Certificate(s) of Insurance" fully completed and signed by the insurer's authorized representative evidencing satisfaction of the insurance coverage requirements of this Article. Additionally, upon request, Lessee shall provide to Lessor the "Declaration Page" and the "Cancellation Endorsement" for the policy(s).

## ARTICLE 16 – TITLE DISPUTES

(A) Notwithstanding any provision herein to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either express or implied. It is expressly agreed that Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor. Lessor hereby disclaims any covenant of quiet enjoyment or peaceful possession of the Leased Premises.

(B) In the event of a bona fide dispute or litigation involving Lessor's ownership or title to any portion of the Leased Premises, Lessee agrees to promptly notify Lessor, in writing, and provide any information and/or documentation in Lessee's possession or to which Lessee has access regarding such dispute, including the identity of the adverse claimant(s) and the nature of the dispute.

(C) During the pendency of and through resolution of the dispute or litigation, Lessee shall comply with all terms, provisions and requirements of this Lease, including the payment of royalty, and shall be deemed in default of payment of royalty if Lessee suspends or stops making royalty payments. However, in lieu of making said payments directly to Lessor, Lessee may:

(1) Request and obtain authorization from Lessor to suspend the direct payment of royalty due on the production attributable to the disputed acreage, deposit the royalty payments into an interest bearing escrow account at an FDIC insured financial institution having a presence within the State and fully comply with the title dispute protocol approved by Lessor; or

(2) Initiate a concursus proceeding and deposit the royalty payments attributable to the disputed acreage into the court registry; or

(3) Take other action as authorized by Lessor.

(D) Nothing herein is intended to waive, release, relinquish or in any way diminish any rights Lessor may have to review, examine, audit, dispute, challenge or contest any payments made or not made by or on behalf of Lessee on the production attributable to the disputed acreage. In the event an audit or other examination should reveal that the sums deposited into an escrow account or into the registry of the court are incorrect, Lessee shall remain fully responsible for all royalty amounts determined to be due and owing, and may be subject to payment of interest and penalties as required by law or the terms of this Lease.

(E) Upon termination of any escrow authority, concursus proceeding or other action authorized by Lessor, royalty payments due on the production attributable to the disputed acreage shall be made directly to Lessor in accordance with the provisions of this Lease or the terms of any settlement or final unappealable judgment that resolves the title dispute.

## ARTICLE 17 - TERMINATION AND RELEASE

(A) Lessee may release all or any portion or portions of the Leased Premises at any time this Lease is in effect and thereby be relieved of all obligations thereafter accruing under this Lease as to the portions surrendered; however, no partial release shall reduce or otherwise affect the amount of Rentals required to maintain this Lease during the Primary Term thereof. Nor shall any release of this Lease, in whole or in part, relieve the Lessee of any obligations to plug and abandon wells, restore the Leased Premises, or any other obligations arising under Louisiana Commissioner of Conservation orders, decisions, or regulations pertaining to the remediation of well sites.

placed by Lessee on the acreage released and a written preliminary plan which sets forth the Lessee's schedule for complying with its Restoration Obligations of the Leased Premises.

## ARTICLE 18 – NOTICES

(A) All notices required by this Lease or by law to be served on, given to, or delivered shall be in writing and shall be properly addressed to the Lessee(s) at the last address provided to OMR pursuant to La. R.S. 30:123.1 or section (B) of this Article or to OMR at 617 N. 3rd Street, LaSalle Building, 8th Floor, Baton Rouge, Louisiana 70802 or P.O. Box 2827, Baton Rouge, Louisiana 70821-2827. Such notices shall be deemed effective and delivered: (i) upon receipt if delivered personally; or (ii) if properly addressed, upon deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested; or (iii) if properly addressed, one (1) business day after it is sent by recognized commercial overnight courier service.

(B) Each Lessee(s) desiring to change its physical and/or mailing address shall be responsible for providing OMR with the new address. Written notice pursuant to this section is required ten days prior to the effective date of the address change and must be transmitted in accordance with section (A) of this Article.

(C) Upon an Assignment, Lessee(s)/assignor(s) and/or the assignee(s) shall ensure that the information required pursuant to La. R.S. 30:123.1 for the assignee(s) is current for purposes of notice herein.

(D) Failure of Lessee to update and/or maintain accurate contact information shall not invalidate any notice given by OMR.

## ARTICLE 19 – INDEMNITY AND HOLD HARMLESS

Lessee unconditionally agrees to respond to, investigate, defend, protect, save, indemnify, and hold free and harmless the State, the Department of Natural Resources, the Board, OMR and the officers, employees, agents and representatives of Lessor from any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of Lessee or any of Lessee's officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations pursuant to the rights granted by this Lease.

This general indemnity provision is in addition to and shall not be limited in any way by any specific indemnity provision contained elsewhere within this Lease.

## ARTICLE 20 - EXECUTORY CONTRACTS

Lessor and Lessee herein agree that for so long as this Lease remains in full force and effect, it is deemed to be an executory contract and an unexpired Lease within the meaning of Section 365 of the United States Bankruptcy Code.

## ARTICLE 21 – LAW AND FORUM

Lessee agrees that the terms and provisions of this Lease shall be construed in accordance with the laws of the State of Louisiana. Lessee further agrees that any litigation arising in connection with this Lease and to which the State is a party shall be instituted before the Nineteenth Judicial District Court in the Parish of East Baton Rouge, unless such litigation is required to be filed in or is removed to a federal court of this State.

Lessee further agrees that the rule of construction requiring that the terms and provisions of an instrument be construed against the drafting party is not and shall not be applicable to this Lease.

## ARTICLE 22 – SEVERABILITY

This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, by final judgment of a court of competent jurisdiction or pursuant to any applicable law, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties. The parties agree that the Lease shall then be reformed to replace such severed provision with a valid, lawful and enforceable provision that comes as close as possible to expressing the intent of the severed provision.

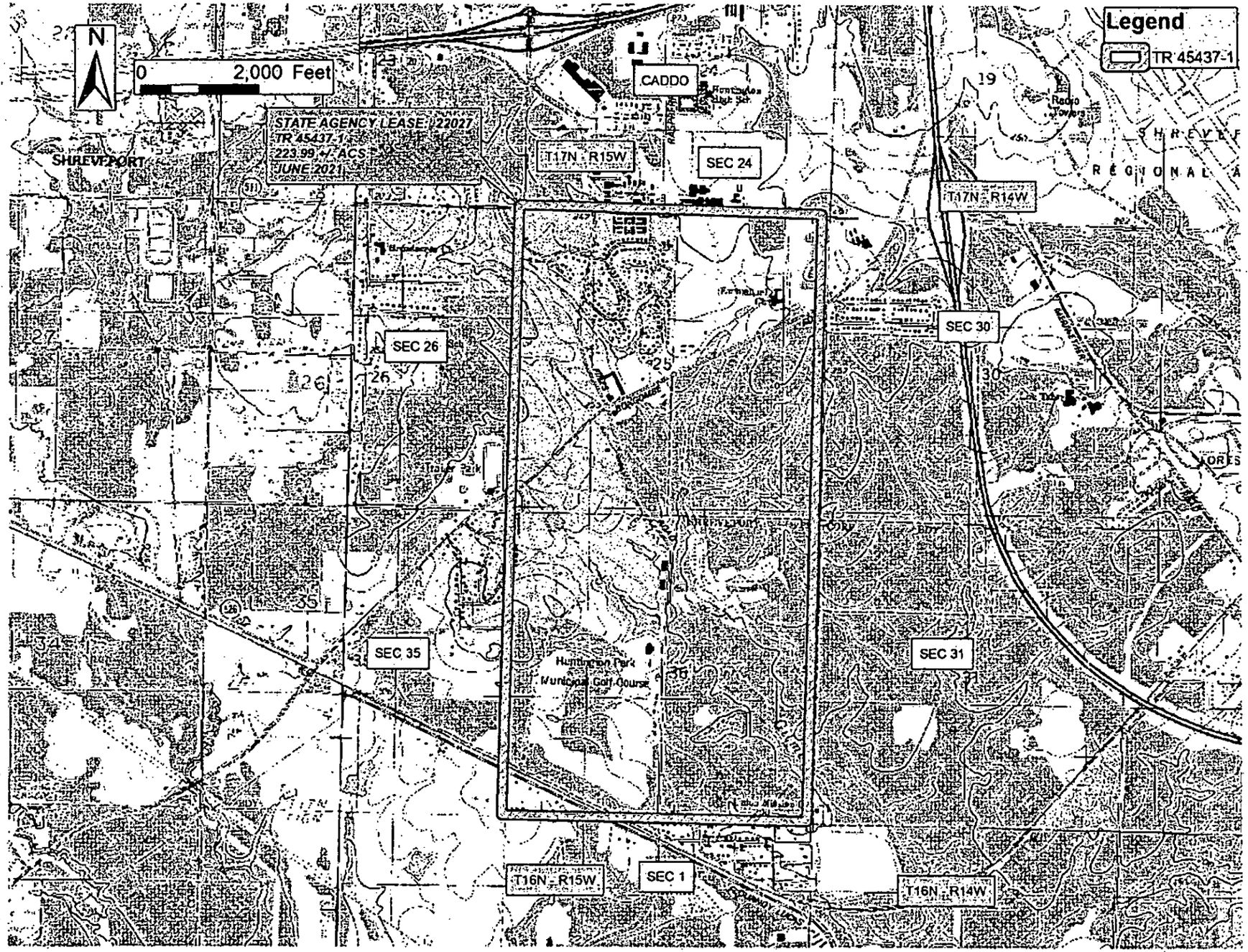
## ARTICLE 23 –MULTIPLE ORIGINALS

This Lease may be executed in multiple originals, each of which is intended to have the same force and effect.

## ARTICLE 24 - SECURITY INTERESTS/LESSOR'S LIEN

(A) In order to secure all of Lessee's monetary obligations under this Lease to Lessor, including particularly payment of royalties, Lessee does hereby grant a first ranking security interest in, and specifically pledges and assigns in favor of Lessor, a first

parish, there will be no prior or superior liens or security interests to Lessor's Security Interest, including such liens or security interests arising from, or relating to, Lessee's activities under this Lease and/or Lessee's acquisition of this Lease. Should Lessor determine that this representation and warranty is not true and correct, or if Lessee fails to timely make any and all payments due to Lessor under this Lease, then Lessor may exercise any and all rights under this Lease and/or under Louisiana law to seek recovery of all sums due, plus legal interest, from the date(s) due until paid, and all costs and its reasonable attorney fees, and/or to file suit to have this Lease dissolved and/or terminated in accordance with the Louisiana Mineral Code, and to recover all costs and its reasonable attorney fees related thereto.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JUNE 2021
SHREVEPORT
CADDO
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SEC 24
T17N - R14W
SEC 26
SEC 30
SEC 35
SEC 31
SEC 1
T16N - R15W
T16N - R14W
Huntington Park
Municipal Golf Course
Legend
TR 45437-1

State Agency Lease No. 22027

THUS DONE, READ, ACCEPTED AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the 9th day of June, A.D., 2021, which shall be the date of this lease for all purposes.

WITNESSES as to the signature of Lessor:

Brian M. Jackson

Brandy Arledge

Brandy Arledge

STATE MINERAL AND ENERGY BOARD

BY: _____

Jamie S. Manuel — Secretary

Lessor

For: City of Shreveport

Lessor

WITNESSES as to the signature of Lessee:

Print or Type Name Here: Christen A. Brown

Print or Type Name Here: Travis M. Kimball

For: MAMMOTH MINERALS, LLC

Print or Type Name Here: Peter B. Grundberg — Lessee

WITNESS FORM OF
ACKNOWLEDGMENT FOR STATE MINERAL AND ENERGY BOARD

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, personally came and appeared: Brandy Arledge, who by me first duly sworn, deposed and said:

That she/he is one of the witnesses to the execution of the foregoing instrument that he/she saw Jamie S. Manuel sign said instrument as Secretary of the State Mineral and Energy Board for and on behalf of City of Shreveport in the presence of appearer and Brian M. Jackson, the other subscribing witness.

Sworn to and subscribed before me, on this the 7th day of June, 2021.

James J. Devitt, III
Notary No. 8973
State of Louisiana
Commissioned for Life

James J. Devitt, III
Notary #8973

Brandy Arledge

WITNESS FORM OF
ACKNOWLEDGMENT FOR CORPORATE LESSEE

STATE OF Colorado
County OF Boulder

Before me, the undersigned authority, personally came and appeared Christen Brown, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw Peter Grundberg execute said instrument as Manager of Mammoth Minerals LLC as the free act and deed of said corporation in the presence of appearer and Travis Kimball the other subscribing witness.

Sworn to and subscribed before me, on this the 23rd day of July, 2021.

Notary Public

Print or Type Name Here: Christen A Brown

LORILEE COLGROVE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204032559
MY COMMISSION EXPIRES SEPT. 18, 2024

ACKNOWLEDGMENT FOR INDIVIDUAL LESSEE

STATE OF _____
_____ OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw _____ execute said instrument as his own free act and deed in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me, on this the ____ day of _____, _____.

_____
Notary Public

_____
Print or Type Name Here: _____

# MEMORANDUM OF PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

Mike Spence, Caddo Clerk of Court
Online Instrument# 2858669
10/21/2021 10:17 AM
Number of Pages: 14

STATE OF LOUISIANA

PARISH OF CADDO

**KNOW ALL MEN BY THESE PRESENTS THAT:**

**MAMMOTH MINERALS, LLC**, a Texas limited liability company, whose address is 7370 Woodway Drive, Suite 357, Houston, Texas, 77063, hereinafter referred to as **"Assignor"**, has assigned unto **FPCC USA, INC.,** a Delaware corporation, whose address is 1235 North Loop West, Suite 930, Houston, Texas, 77008, hereinafter referred to as **"Assignee"** that portion of Assignor's right, title and interest in and to the "***Assigned Interests***" that are specifically on Exhibit 'A' attached hereto, including but not limited to:

> An undivided thirty percent (30%) of Assignor's right, title and interest in and to the oil and gas leases listed on Exhibit 'A' (collectively the "***Leases***"), insofar as they cover lands (a) in Section 36-T18N-R15W and Sections 1, 12, T17N-R15W, Caddo Parish, Louisiana, insofar as same are within the boundaries of the unit designated HA RA SU137 and (b) in Sections 25 and 36, T17N-R15W, Caddo Parish, Louisiana, insofar as same are within the boundaries of the unit designated HA RA SU139 (the "***Assigned Premises***"), along with an undivided thirty percent (30%) of the other "***Assigned Interests***" as described therein as reflected on Exhibit A attached hereto, all subject to the terms and provisions of the Partial Assignment of Oil and Gas Leases (the "***Assignment***") between the Assignor and Assignee.

The Assigned Interests were assigned subject to the terms and conditions of the Assignment, which is unrecorded, copies of which are in the possession of Assignor and Assignee. Under the Assignment, Assignee expressly assumed its proportionate share of all obligations contained therein, which obligations include a requirement that any sales, assignments, transfers, conveyance, releases, mortgages, or other encumbrances of any portion of the Leases be made expressly subject to said Assignment.

This Memorandum of Assignment of Oil, Gas, and Mineral Leases is executed for the purposes of recordation in the office of the Clerk of Court of Caddo Parish, Louisiana, pursuant to LA. R. S. 9:2742, in order to provide notice of the Assignment.

The Assignment is dated effective 12:01 am Central Time on September 10, 2021, and the purpose of this Memorandum of Assignment of Oil, Gas and Mineral Leases is not to construe, define, limit, or modify said Assignment, but merely to disclose to the public that said Assignment does exist, and that an original of same is in the possession of the Assignor and Assignee.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Date set forth above.

***SIGNATURE PAGES FOLLOW***

**SIGNATURE PAGE**

Attached to and made a part of the Memorandum of
Partial Assignment of Oil and Gas Leases dated September 10, 2021
between Mammoth Minerals, LLC as Assignor and, FPCC USA, INC. as Assignee,
affecting leases covering lands in Caddo Parish, Louisiana

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**ASSIGNOR:**

MAMMOTH MINERALS, LLC

By: _____

Printed Name: Francisco J. Alvarez

Title: Manager

Date: 10/06/2021

**STATE OF TEXAS** §

**COUNTY OF** Rockwall §

This instrument was acknowledged before me this 6 day of October, 2021 by Francisco Alvarez as Manager of Mammoth Minerals, LLC, a Texas limited liability company, on behalf of such limited liability company.

Malaga Fivash
Notary Public

5-3-2025
Date Commission Expires

MALAGA FIVASH
Notary Public, State of Texas
Comm. Expires 05-03-2025
Notary ID 126868861

**SIGNATURE PAGE**

Attached to and made a part of the Memorandum of
Partial Assignment of Oil and Gas Leases dated September 10, 2021
between Mammoth Minerals, LLC as Assignor and, FPCC USA, INC. as Assignee,
affecting leases covering lands in Caddo Parish, Louisiana

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**ASSIGNEE:**

**FPCC USA, INC.**

By: Weei Jian Chen

Printed Name: Weei-Jian Chen

Title: Vice President

Date: Oct. 8. 2021

**COUNTRY OF TAIWAN**

**TAIPEI CITY**

I, WU SHUO REN, a notary public in and for said Country and City, hereby certify that Weei-Jian Chen, whose name as Vice President of FPCC USA, Inc., a Delaware corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 8 day of Oct, 2021.

NOTARY PUBLIC

[AFFIX NOTARIAL SEAL]

My Commission Expires: March 30, 2032

2021年度北院民認碩字

OCT 08 2021

案號：
Case No.: 0275 日期：
Date: OCT 07 2021

本文件Weei-Jian Chen之簽名或蓋章，在臺灣臺北地方法院所屬民間公證人吳碩仁事務所認證。 公證人 吳 碩 仁

Attested at the Wu, Shuo-Ren Notary Public Office, Taiwan Taipei District Court, R.O.C. that the signature(s)/seal(s) of Weei-Jian Chen in this document is/are authentic.

Notary Public

Wu, Shuo-Ren

7FL-13, No.207, TUNG-HWA N. RD, TAIPEI, TAIWAN, R.O.C.

公證人 吳碩仁

**EXHIBIT 'A'**

Attached to and made a part of the Memorandum of
Partial Assignment of Oil and Gas Leases dated September 10, 2021
between Mammoth Minerals, LLC as Assignor and, FPCC USA, INC. as Assignee,
affecting leases covering lands in Caddo Parish, Louisiana

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## 1. ASSIGNED INTERESTS

The Assigned Interests shall be thirty percent (30%) of Assignor's working interest right, title and interest in and to the Leases and all related Contracts within, or relating to, the Assigned Premises.

**ASSIGNED PREMISES:**

(1) Section 36-T18N-R15W and Sections 1, 12, T17N-R15W, Caddo Parish, Louisiana, insofar as same are within the boundaries of the unit designated HA RA SU137 as created by Louisiana Office of Conservation Order No. 270-MM-104;

(2) Sections 25 and 36, T17N-R15W, Caddo Parish, Louisiana, insofar as same are within the boundaries of the unit designated HA RA SU139 as credited by Louisiana Office of Conservation Order No. 270-MM-104.

None of Assignor's interest in the Leases lying outside of said Assigned Premises shall be transferred hereunder, and Assignor hereby reserves all rights to said Leases lying outside of said Assigned Premises.

**ASSIGNED DEPTHS:**

All depths owned by Assignor in the Assigned Interests shall be transferred to Assignee hereunder.

**LEASES:**

See Annex 1 attached hereto.

**RESERVED WELLBORES**

None

## 2. CONTRACTS:

An undivided thirty percent (30%) of Assignor's right, title, and interest in all contracts, agreements, easements, unit agreements, Louisiana Office of Conservation orders, surface leases, servitudes and rights-of-way pertaining to the Assigned Interests, including a certain unrecorded agreement, copies of which in the possession of Assignor and Assignee, BUT ONLY TO THE EXTENT that these rights are used or held for use in connection with the Assigned Interests.

## 3. OTHER RIGHTS:

To the extent assignable, an undivided thirty percent (30%) of Assignor's right, title, and interest in all franchises, licenses, permits, approvals, consents, certificates and other authorizations, and other rights granted by third parties, and all certificates of convenience or necessity, immunities, privileges, grants, and other such rights that relate to, or arise from, the Assigned Interests or the ownership thereof, BUT ONLY TO THE EXTENT that they are appurtenant to the Assigned Interests

**ANNEX 1 (LEASES)**

**ANNEX 1**

**(To that certain Closing Agreement dated effective September 10, 2021, by and between Mammoth Minerals, LLC and FPCC USA, Inc.)**

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| Cross Lake State of LA | McGINTY-DURHAM, INC. | 36 | 18N | 15W | LA | Caddo | 2737178 | 11/14/18 |
| Cross Lake State of LA | McGINTY-DURHAM, INC. | 1 | 17N | 15W | LA | Caddo | 2737178 | 11/14/18 |
| City of Shreveport | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2847384 | 06/09/21 |
| City of Shreveport | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2847384 | 06/09/21 |
| City of Shreveport | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2849074 | 06/09/21 |
| City of Shreveport | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2849074 | 06/09/21 |
| Caddo Parish Commission | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2852446 | 07/14/21 |
| Caddo Parish Commission | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2852446 | 07/14/21 |
| Caddo Parish Commission | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852288 | 07/14/21 |
| JOHN MICHAEL EASOM | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2732304 | 12/07/18 |
| ELEANOR MARGARET CUSH | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2733781 | 11/30/18 |
| MARY C. MANCINI | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2733780 | 11/30/18 |
| BEAIRD PROPERTIES LLC, ET AL | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2745617 | 02/28/19 |
| Beaird Properties, et al | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2745617 | 02/28/19 |
| Marjorie Seawall | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2735451 | 02/28/19 |
| DANCE TRADING REAL ESTATE LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2737979 | 01/05/19 |
| James Paul Price and Sarah Elizabeth Flowers Price | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2737063 | 12/08/18 |
| EMMANUEL BAPTIST CHURCH | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2737305 | 01/11/19 |
| FOX CROSSING INC. Billy Spruill, President | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2739662 | 12/22/18 |
| DDMH Properties, LLC. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2740168 | 04/18/19 |
| BELLE CHERRI LAND CO. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2740035 | 02/19/19 |
| Arkoma Louisiana, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2799094 | 07/15/20 |
| Collins Permian Holdings, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2799094 | 07/15/20 |
| Montlake Minerals, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2799094 | 07/15/20 |
| Voghera Asset Management, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2799094 | 07/15/20 |
| Down-Right Royalties, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2799094 | 07/15/20 |
| LYNDRA P. DANIEL, sole trustee of the Pate Living Trust | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2747645 | 04/29/19 |
| WAYNE E. SIMMONS JR., ET UX | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2749460 | 05/17/19 |
| Westport Real Estate, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2754447 | 06/15/19 |
| Westport Real Estate, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754447 | 06/15/19 |
| Rasberry Commercial Properties, L.P. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754454 | 06/15/19 |
| Rasberry Mineral Lands, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754454 | 06/15/19 |
| Lambert Properties, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754450 | 06/15/19 |
| Beaird Properties, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2754436 | 06/15/19 |
| Marjorie B. Seawell | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2754436 | 06/15/19 |
| Lambert Properties, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2754450 | 06/15/19 |
| Rasberry Commercial Properties, L.P. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2754454 | 06/15/19 |
| Rasberry Mineral Lands, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2754454 | 06/15/19 |
| BancorpSouth, Trustee, Howard R. Crumley Testamentary Trust Funds A&B | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754457 | 06/15/19 |
| Rasberry Commercial Properties, L.P. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754454 | 06/15/19 |
| John B. Beaird | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754436 | 06/15/19 |
| Susan Lynn Beaird | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754436 | 06/15/19 |
| Rasberry Commercial Properties, L.P. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754454 | 06/15/19 |
| Rasberry Commercial Properties, L.P. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754454 | 06/15/19 |
| Rasberry Mineral Lands, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754454 | 06/15/19 |
| Lambert Properties, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754450 | 06/15/19 |
| Marjorie B. Seawell | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754436 | 06/15/19 |
| BancorpSouth, Trustee, Howard R. Crumley Testamentary Trust Funds A&B | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2754457 | 06/15/19 |
| MANGUM MEMORIAL METHODIST CHURCH | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2755336 | 05/17/19 |
| J. V. HOLDING CO., INC. "Bo" Vice - Owner | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2756363 | 04/30/19 |
| John Denson Harris, III | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2759138 | 08/16/19 |
| Jill Harris Raburn | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2759136 | 08/16/19 |
| SALLY FRANCIS GODFREY, ET AL | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2758840 | 07/17/19 |
| Jeri F. Sally Harris Allen | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2762946 | 08/16/19 |
| Lazard Family (Louisiana), LLC | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2765016 | 08/16/19 |
| GWC LA, LLC | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2765018 | 08/16/19 |
| PCH Louisiana, LLC | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2765019 | 08/16/19 |
| Mary Hubbard Randolph | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2765013 | 08/16/19 |
| Patricia Hubbard Harrison | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2765020 | 08/16/19 |
| Anne Hubbard Norred | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2765015 | 08/16/19 |
| John Denson Harris, III | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2765419 | 10/17/19 |
| Jolosa, LLC | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2765420 | 10/17/19 |
| John Denson Harris, III | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2765429 | 10/17/19 |
| Jill Harris Raburn | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2765429 | 10/17/19 |
| Jeri F. Sally Harris Allen | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2765429 | 10/17/19 |
| IRONOSA ENTERPRISES, INC. | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2766497 | 05/28/19 |
| CAROL BUMP | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2765769 | 08/30/19 |
| KATHRYN LOUISE WILSON, a married woman | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2765770 | 10/01/19 |
| MAGNOLIA PROPERTIES, LLC | J Steed Consulting, LLC | 25 | 17N | 15W | LA | Caddo | 2826414 | 01/18/21 |
| WESTWOOD MANOR NURSING AND REHABILITATION,L.L.C. | J Steed Consulting, LLC | 25 | 17N | 15W | LA | Caddo | 2826416 | 01/18/21 |
| XIANG XIA LIN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2831711 | 02/04/21 |
| JANE ELIZABETH BEVIL HONOVICH | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2831710 | 02/26/21 |
| NORA DELAINE WYNNE LOHNES | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2831712 | 03/04/21 |
| JOEL ALAN WYNNE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2831713 | 03/04/21 |
| VERNON DENNIS WYNNE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2831714 | 03/04/21 |
| CURTIS ZOSS AND TERESA ZOSS, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2831715 | 03/09/21 |
| WESTBROOK FAMILY TRUST, DATED MAY 7, 2011, CHRIS R. WESTBROOK, CO-TRUSTEE, AND CAROL A. WESTBROOK, CO-TRUSTEE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2831716 | 02/26/21 |
| ANNIE LAURIE MAY HAWES | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2831717 | 03/29/21 |
| GATHA CONSTABLE EVANS SIMMONS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2831709 | 03/26/21 |
| MICHELLE ADAMS WHITE AND WILLIAM WHITE, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2831719 | 03/15/21 |
| DALTON L. LOTT, HUSBAND OF LINDA G. LOTT, AS HIS SOLE AND SEPARATE PROPERTY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2831707 | 04/05/21 |
| BURGESS SCOTT LEWIS, A SINGLE MAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2831718 | 03/24/21 |
| BRENT JOSEPH DEROUEN AND LAURIE LANDRY DEROUEN, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2831708 | 03/29/21 |

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| JAMES ALBERT FRANTZ, INDIVIDUALLY AND AS TRUSTEE OF THE ELAINE MALLOY FRANTZ TESTAMENTARY TRUST | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834890 | 02/04/21 |
| JAMES ALBERT FRANTZ, INDIVIDUALLY AND AS TRUSTEE OF THE ELAINE MALLOY FRANTZ TESTAMENTARY TRUST | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2835843 | 02/04/21 |
| CATHERINE BODDIE FLYNN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834892 | 02/26/21 |
| RICKY L. DENLER AND ELIZABETH REINHAGEN DENLER, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834838 | 04/08/21 |
| TONY M. WHITE, A SINGLE MAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834882 | 03/24/21 |
| BUCKLEY A. WALSH AND ANN K. WALSH REVOCABLE TRUST, DATED MAY 23, 2017 | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834879 | 04/05/21 |
| DICKIE EDWARD HOGUE AND FRANCES MARIE HUFF HOGUE, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834889 | 04/09/21 |
| SCOTT OWEN FRIESTAD AND KERRY SCHULTZ FRIESTAD, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834832 | 03/10/21 |
| JEANINE SHIREY SODERSTROM AND JEFFREY SODERSTROM, WIFE AND HUSBAND | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834831 | 03/18/21 |
| SONJA ANN JACKSON, A SINGLE WOMAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834834 | 03/15/21 |
| JP JEFFERSON HOLDINGS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834835 | 02/26/21 |
| KELVIN JERONE ROQUEMORE, HUSBAND OF SHAREKA ROQUEMORE, DEALING IN HIS SOLE AND SEPARATE PROPERTY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834940 | 04/14/21 |
| JAMES ROY MCCLURE AND NORA LEONARD MCCLURE, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834948 | 03/24/21 |
| JAY HILL AND LAKEACHIE M. HILL, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834839 | 03/29/21 |
| EARSEL MCFANN A/K/A EARSEL OGLESBY MCFANN, A SINGLE WOMAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834939 | 03/29/21 |
| BENJI S. WHITE AND TAMI J. WHITE, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834884 | 03/24/21 |
| DANNY E. THOMAS AND FELECIA A. THOMAS, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834893 | 04/12/21 |
| PATRICK MELVIN WREN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834907 | 03/29/21 |
| HOUSTON CARLISLE STEWART, A SINGLE PERSON | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834881 | 03/31/21 |
| CADDO HOUSING CORPORATION, A LOUISIANA CORPORATION | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834837 | 04/05/21 |
| CHC REALTY, LLC, A LOUISIANA CORPORATION | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834891 | 04/05/21 |
| CHC REALTY, LLC, A LOUISIANA CORPORATION | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834891 | 04/05/21 |
| BRIAN SOLOMON AND JENNIFER MAYS SOLOMON, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834876 | 04/05/21 |
| GEORGE D. SMITH A/K/A GEORGE DONALD SMITH AND LAVERNE GREEN SMITH, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834877 | 04/07/21 |
| KAREN MICHELLE LEAPER WINSTON A/K/A KAREN L. WINSTON | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834842 | 04/07/21 |
| PAMELA ROSE HUDSON, A SINGLE WOMAN, AND KATRINA TRINIESSE HUDSON, A SINGLE WOMAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834850 | 04/19/21 |
| DONALD WAYNE SUDDS AND VALERIE MARIETTE SUDDS, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834875 | 04/07/21 |
| EDWARD GOHRING, JR. AND CAROLYN W. GOHRING, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834840 | 04/07/21 |
| GLENDA NELL BROWN VINES, A WIDOW | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834888 | 04/08/21 |
| WILLIE LEE DAVIS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834885 | 04/14/21 |
| ERICA C. HAWK, A SINGLE PERSON | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2834886 | 04/14/21 |
| JANET DIANE PORTERFIELD | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2834880 | 04/15/21 |
| FOXBOROUGH COVE ASSOCIATES, LTD. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2837829 | 04/19/21 |
| NORTHWEST LOUISIANA BAPTIST ASSOCIATION | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2838403 | 04/15/21 |
| RITA MELINDA WYNNE RICHARDSON | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843001 | 03/04/21 |
| ANN P. HOLLIS, WIDOW OF GEORGE W. HOLLIS, DECEASED | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842929 | 03/31/21 |
| JOHN BOYD DUGGINS AND DEBORAH CURRIE DUGGINS, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842931 | 05/17/21 |
| JOHNNIE FRANK MCDOLE AND DAISY MAE JEFFER MCDOLE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842895 | 04/07/21 |
| WILLIE F. MITCHELL, JR. A SINGLE MAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842901 | 04/08/21 |
| RONALD EUGENE GARRISON AND ROXIE CAPE GARRISON, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842928 | 03/31/21 |
| JAMES BURTON AND CAYLA BURTON, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842933 | 03/30/21 |
| DAVID BOYD BODDIE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843381 | 02/26/21 |
| PHILLIP COLLIER AND EVELYN SULLIVAN COLLIER, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842890 | 04/27/21 |
| HELMUT PHILLIP MEBES, WIDOWER OF ELKE HERTA MEBES, AND MARCUS D. MEBES, INDIVIDUALLY AND AS NAKED OWNER | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842905 | 04/02/21 |
| JESSICA MICHELLE PLUNKETT F/K/A JESSICA MICHELLE STEPHENS AND WILLIAM JEFFERY PLUNKETT, JR., HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842984 | 04/21/21 |
| HAROLD WAYNE MCINNIS, A SINGLE MAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842948 | 04/28/21 |
| AVP PROPERTY GROUP, LLC, A LIMITED LIABILITY COMPANY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842946 | 04/12/21 |
| MORANDA M. POWELL, A SINGLE WOMAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842944 | 05/12/21 |
| RALPH EDWIN HOLLIS, NAKED OWNER SUBJECT TO THE USUFRUCT OF ANN P. HOLLIS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843179 | 05/12/21 |
| LINDA GAIL COLLINS, AS HER SEPARATE AND PARAPHERNAL PROPERTY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843377 | 04/16/21 |
| MELINDA SUE HOLLIS HATFIELD, NAKED OWNER SUBJECT TO THE USUFRUCT OF ANN P. HOLLIS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843180 | 05/12/21 |
| DENIS R. TOUGAS | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843031 | 05/12/21 |
| WINSTON P. EBARB AND DORIS ANN TURNER EBARB, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842900 | 04/14/21 |

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| JOSEPHINE DANIELS ANTWINE, WIDOW OF ISAAC ANTWINE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843380 | 05/10/21 |
| JONATH RICHARD HORTON AND KAREN GULLION HORTON, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843361 | 04/16/21 |
| NATASHA RENEE ANTWINE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843032 | 05/10/21 |
| JAMONE LASHA MARSHALL AND LAKECIA MARSHALL, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842917 | 05/17/21 |
| STANLEY CLYDE KEY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843026 | 05/25/21 |
| BRITTANY L. BROCK | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2840325 | 05/25/21 |
| MARK ANTHONY HOLLIS, NAKED OWNER SUBJECT TO THE USUFRUCT OF ANN P. HOLLIS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842942 | 05/12/21 |
| ANDRE JOHNS AND PATRICIA JOHNS, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842950 | 04/28/21 |
| ISLAND VIEW, LLC, A LOUISIANA LIMITED LIABILITY COMPANY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842914 | 04/07/21 |
| ASHLEY JOHNSON A/K/A ASHLEY NICOLE JOHNSON | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843006 | 05/17/21 |
| ALVIN RAYMOND COCO AND KAREN B. COCO, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842916 | 05/25/21 |
| MARCUS W. MOORE, A SINGLE MAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843019 | 06/01/21 |
| PAUL M. EASLEY, HUSBAND OF AMY W. EASLEY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2840315 | 06/01/21 |
| CADDO HOUSING CORPORATION, A LOUISIANA CORPORATION | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843029 | 05/21/21 |
| BENJAMIN CASEY AND GAIL CASEY, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843024 | 05/25/21 |
| PAULINE C. TISDALE, A WIDOW | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843007 | 06/03/21 |
| MELONIE M. ROBINSON-THOMAS, DEALING WITH HER SEPARATE PROPERTY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843012 | 06/02/21 |
| JESSE LEE HAMILTON, JR. AND CHARLOTTE BROWN HAMILTON, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843003 | 05/17/21 |
| TRUSSELL & ASSOCIATES | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843034 | 06/07/21 |
| TRUSSELL & ASSOCIATES | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843033 | 06/07/21 |
| TRUSSELL & ASSOCIATES | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843013 | 06/07/21 |
| TRUSSELL & ASSOCIATES | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843013 | 06/07/21 |
| JANIS MEYER MCCLELLAN, INDIVIDUALLY, AND AS TRUSTEE FOR THE TRUSTS CREATED FOR KEVIN LEE MCCLELLAN, PAUL ALAN MCCLELLAN AND KELLY ANN MCLELLAN UNDER THE LAST WILL AND TESTAMENT OF KENNETH LOREN MCCLELLAN, DECEASED | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842938 | 02/26/21 |
| FELITA ROMMONA STRICKLAND, A SINGLE PERSON | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843027 | 05/25/21 |
| RENA MAE BUCKLES STELLY, DEALING WITH HER SEPARATE PROPERTY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843011 | 06/02/21 |
| JESSIE CAROLYN NETTERVILLE SHOEMAKER | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843382 | 04/30/21 |
| DIANN MARIE HICKS HANSON | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843343 | 04/15/21 |
| RUBEN L. BAMBURG AND JO ANN TIBBIT BAMBURG, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843002 | 06/02/21 |
| SECURITY FENCE AND IRON, INC., A LOUISIANA CORPORATION | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2843028 | 05/25/21 |
| J. WAYNE HANCOCK, HUSBAND OF DIANNE HANCOCK | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843021 | 05/26/21 |
| TINA CHARLENE EASTMAN WILLIAMS, A SINGLE WOMAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843020 | 05/26/21 |
| PC FLIPS, LLC, A LOUISIANA LIMITED LIABILITY COMPANY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842949 | 04/19/21 |
| KENNETH CHRISTOPHER CARTER, HUSBAND OF SALLY DAVID CARTER, HEREIN DEALING WITH HIS SEPARATE PROPERTY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2842896 | 06/15/21 |
| K CARTER PROPERTIES, LLC | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843383 | 06/15/21 |
| MARGARET ELIZABETH CORDRAY FORMERLY KNOWN AS MARGARET ELIZABETH MINOR ARDOIN, DEALING WITH HER SOLE AND SEPARATE PROPERTY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842947 | 06/02/21 |
| PEGGY KAREN WOODRICK GREEN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843000 | 03/29/21 |
| RONNIE WAYNE STEWART AND RUBY HALL STEWART, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842920 | 03/29/21 |
| WHITNEY L. BROCK | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2842930 | 05/25/21 |
| HAWTHORNE RAIN MCINTOSH, A SINGLE FEMALE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2843016 | 06/01/21 |
| CALVIN DRIVER ALEXANDER AND KATHRYN SMITH ALEXANDER, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850591 | 05/17/21 |
| JERRY L. BASCO AND BRENDA K. BASCO, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850592 | 07/09/21 |
| MONICA DENISE BROWN, A SINGLE WOMAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850604 | 05/17/21 |
| MONIQUE ABRAHAM BRYANT AND PHILIP ANTHONY BRYANT, WIFE AND HUSBAND | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850605 | 06/29/21 |
| PAIGE CHRISTIANA | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850606 | 05/10/21 |
| TYLER CHRISTIANA | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850607 | 05/10/21 |
| ROBERT LOUIS STEVENS, AS INDEPENDENT EXECUTOR OF THE ESTATE OF RODNEY LOUIS STEVENS, JR. | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850612 | 05/10/21 |
| DONALD JEROME GAUT AND GWENDOLYN SMITH GAUT, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850916 | 04/12/21 |
| RUTH MYERS GARRARD | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850613 | 05/27/21 |
| HELEN HODGE GODFREY-SMITH, A SINGLE WOMAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850614 | 03/24/21 |
| MIKE'LA GRIFFIN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850649 | 06/29/21 |
| RHONDA GAYLE STEVENS GRUBBS, WIFE OF JEFF A. GRUBBS, DEALING WITH HER SEPARATE PROPERTY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850664 | 05/10/21 |
| DAVID LAVEL HENDRIX | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850665 | 06/21/21 |

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|---|---|---|---|---|---|---|---|---|
| FRANKLIN JAMES HILL AND EANGEE WILLIAMS HILL, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850587 | 07/21/21 |
| BEVERLY HUMPHREY, A SINGLE WOMAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850669 | 05/18/21 |
| LEEMANS SIDNEY JACKSON, SR. AND BELINDA GAIL WASHINGTON JACKSON, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850932 | 05/25/21 |
| EARNESTINE JETT, WIDOW OF JOSEPH TYLER | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850670 | 04/06/21 |
| ROGER A. KENT AND KAREN L. BRANCH, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850671 | 06/08/21 |
| BARBARA WILLIAMS LANE, A SINGLE PERSON | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2851214 | 06/29/21 |
| VALERIE LEE, A NAKED OWNER | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850673 | 06/16/21 |
| RAY CODY MAYO, JR., HUSBAND OF YULONDA KAY DEMOSS MAYO, HIS SEPARATE PROPERTY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850674 | 06/29/21 |
| BRADLEY ADKINS MAYO, A SINGLE MAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850675 | 06/29/21 |
| MARY MAXINE ADKINS MAYO, A SINGLE WOMAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850676 | 06/29/21 |
| EMILY PHIFER MENEFEE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850677 | 05/10/21 |
| EMILY PHIFER MENEFEE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2851211 | 05/10/21 |
| MARK TIMOTHY MONROE AND TERRY WARNER MONROE, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850678 | 06/15/21 |
| AMANDA MAXINE MAYO MOORE, WIFE OF DAVID MOORE, HER SEPARATE PROPERTY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850681 | 06/29/21 |
| PHIFER PROPERTIES #1, LLC, LOUSIANA LIMITED LIABILITY COMPANY, AND LISA DAWN LEE PHIFER, INDIVIDUALLY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850680 | 05/10/21 |
| LISA DAWN LEE PHIFER | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850682 | 05/10/21 |
| DEBORAH KAY MCMORRIS PIER | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850683 | 07/19/21 |
| GEANINE D. RIVERS, A SINGLE WOMAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850684 | 07/19/21 |
| ANTHONY ROBINSON, A SINGLE MAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850685 | 06/21/21 |
| SAM SCOTT, HUSBAND OF DAN SCOTT, DEALING WITH HIS SEPARATE PROPERTY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850586 | 07/19/21 |
| AARON LEE SIMMONS AND BEVERLY HAWKINS SIMMONS, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850686 | 06/07/21 |
| STEFANIE MICHELLE SIMMONS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850687 | 06/21/21 |
| WILLIAM LESTER SIMPSON AND NANCY SIMPSON, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850920 | 05/04/21 |
| SSS MANAGEMENT, LLC, A LOUISIANA LIMITED LIABILITY COMPANY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850689 | 06/21/21 |
| SSS MANAGEMENT, LLC, A LOUISIANA LIMITED LIABILITY COMPANY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850688 | 06/21/21 |
| CHRIS A. STEVENS, HUSBAND OF SANDRA B. STEVENS, DEALING WITH HIS SEPARATE PROPERTY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850690 | 05/10/21 |
| RITA GLYNN WHITFIELD STEVENS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850691 | 06/28/21 |
| JENNIFER PHIFER STRANGE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850692 | 05/10/21 |
| JENNIFER PHIFER STRANGE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850869 | 05/10/21 |
| MADGE SUZANNE LINN TINSLEY, DEALING WITH HER SOLE AND SEPARATE PROPERTY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2850693 | 06/16/21 |
| EDWARD H. VAILES, A WIDOWER | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850711 | 06/16/21 |
| THOMAS EDWARD VAILES, A NAKED OWNER, ACTING BY AND THROUGH HIS AGENT AND ATTORNEY-IN-FACT, MELISSA VAILES | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850694 | 06/16/21 |
| ANGELA R. WILLIAMS, WIFE OF ERIC D. WILLIAMS, DEALING HEREIN WITH HER SEPARATE AND PARAPHERNAL PROPERTY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850695 | 06/01/21 |
| DELVIN DEWAYNE WILLIAMS AND SHELETHA LASHON JONES, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850696 | 04/13/21 |
| KERRICK KENTRAIL WILLIAMS AND CRYSTAL MICHELLE WILLIAMS, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850697 | 04/27/21 |
| PAULA GRIFFIN DAWSON, FORMERLY KNOWN AS PAULA LEWIS GRIFFIN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850918 | 04/09/21 |
| JESABEL PROPERTIES, LLC, A LOUISIANA LIMITED LIABILITY COMPANY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850876 | 06/15/21 |
| JULIE ANN GARRARD HALL AND GARY LYNN HALL, WIFE AND HUSBAND | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850870 | 05/27/21 |
| CHRISTOPHER ROLANDO WILLIAMS AND DEAUGANITA S. WILLIAMS, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2851215 | 04/21/21 |
| DEBBRA IRVING PLAYER | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2851182 | 06/07/21 |
| PATRICK JUSTIN PATTERSON AND CALLIE MICHELLE SIMMONS PATTERSON, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2851180 | 06/21/21 |
| GEORGE GARY CARTER AND BRENDA ROGERS CARTER, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850921 | 06/02/21 |
| PAULINE CASSANDRA MILES | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2850871 | 04/15/21 |
| JENNIFER ANTOINETTE JOHNSON | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2851205 | 06/07/21 |
| DAN BLANCHARD BODDIE, JR. | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | | |
| VINCENT JAMAHL SIMS, A SINGLE MAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | | |
| SUE PRUDHOMME, WIDOW OF JOSEPH C. PRUDHOMME, DECEASED | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | | |
| VERNON PLATER, JR., A SINGLE MAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2853258 | |
| DANIEL MILLS AND EMILY MCLAMROCH MILLS, HUSBAND AND WIFE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | | |
| ROBERT J. APPLEWHITE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853015 | 6/21/2021 |
| WILLIAM C. FRIED, III, A NAKED OWNER | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853016 | 6/21/2021 |
| HAROLD GREGORY MOSS, A SINGLE MAN | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2853058 | 6/3/2021 |
| MICHAEL WAYNE BROUGHTON | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2853065 | 6/29/2021 |
| DEBRA GILCREASE | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2853012 | 6/29/2021 |
| PETER DAY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2853067 | 6/29/2021 |
| KYLE BROUGHTON | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2853069 | 6/29/2021 |
| REBECCA H. JOHNSON F/K/A REBECCA H. OVERDYKE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853059 | 6/4/2021 |
| VALERIE ADGER HOOGLAND | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853056 | 6/4/2021 |
| ANDREA LEIGH VINEY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853035 | 6/14/2021 |

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| THE SUCCESSION OF ALLISON DAWN SCOLLER, BY ALICE FAYE SCOLLER, INDEPENDENT ADMINISTRATOR | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853011 | 7/22/2021 |
| CHARLES RAY GIBBS, DEALING HEREIN WITH HIS SEPARATE PROPERTY | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853021 | 8/11/2021 |
| JOHN EDWARD ATKINS, AS HIS SEPARATE PROPERTY | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2853041 | 8/13/2021 |
| MICHAEL J. HILL, A SINGLE MAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853024 | 8/12/2021 |
| ROBERT E. HIGHTOWER LIVING TRUST, DATED NOVEMBER 8, 2011 | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853046 | 8/10/2021 |
| GREGORY LOCKETT | Mammoth Minerals LLC | 1 | 17N | 15W | LA | Caddo | 2853063 | 7/26/2021 |
| RONNIE LEE KENDRICK AND LINDA RHEW LAFITTE KENDRICK, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853061 | 7/28/2021 |
| DEBRA KENDRICK NEWMAN A/K/A DEBBIE KENDRICK NEWMAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853031 | 7/28/2021 |
| DEANNA KENDRICK COLLINS | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853008 | 7/28/2021 |
| CHRISTINE ADGER SMITH | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853057 | 8/4/2021 |
| JERRY DAVE SWEEZER, JR. AND GERALDINE THOMAS SWEEZER, HUSBAND AND WIFE | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853048 | 7/22/2021 |
| SACHA M. BAILEY, A SINGLE WOMAN | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853022 | 5/18/2021 |
| Arkoma Louisiana, LLC | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853315 | 8/15/2021 |
| Collins Permian Holdings, LLC | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853315 | 8/15/2021 |
| Montlake Minerals, LLC | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853315 | 8/15/2021 |
| Voghera Asset Management, LLC | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853315 | 8/15/2021 |
| Down-Right Royalties, LLC | Mammoth Minerals LLC | 12 | 17N | 15W | LA | Caddo | 2853315 | 8/15/2021 |
| Arkoma Louisiana, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Collins Permian Holdings, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Montlake Minerals, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Voghera Asset Management, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Down-Right Royalties, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Arkoma Louisiana, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Collins Permian Holdings, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Montlake Minerals, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Voghera Asset Management, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Down-Right Royalties, LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853314 | 8/24/2021 |
| Greg Tilley | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| MEZZIO, RICHARD DALE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| TAYLOR, JOCQUE S AND LASHONDA TAYLOR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| COMBS, SPENCER D. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| BUTLER, RAMONA HANSON AND JEFFERY D BUTLER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| DAVIS, FRED, JR. AND ELNORA FRADGER DAVIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| MCCARTY, JOHN THOMAS & VIRGINIA CUNNINGHAM MC CAR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| PERSLEY, LEE ETHEL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| LAWRENCE, JOHN LAFAYETTE AND DIANNE YOUNGBLOOD LAW | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| LILES, LINDA BLEVINS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| SULLIVAN, VIRGINIA ANN HUNTER FRANKLIN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| HUNTER, RAY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| MCCAULEY, WALTER EARL AND LAZENDA DARLENE WIDEMAN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| KIMBRO, MICHAEL A | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| WILLIAMS, ROMA B. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| MCELROY, LYNDA KAY JONES | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| PLATER, MILTON S. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| MITCHELL, WILLIE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| CAIN, LUCILLE W. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| LATTIN, BEVERLY M | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| FRIERSON, TAMI AND DERRICK FRIERSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| THOMAS, MELVIN R AND TONI RENEE THOMAS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| THOMAS, LOUJUNA R. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| WARLEN, WESLEY MICHAEL, III AND ANNE CATHERINE WAR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| MYLES, RONALD WOODROW | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| MONTGOMERY, CAROLYN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| YEARBY, PATRICIA GRAHAM | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| PARTLOW, RAYMOND GREGORY AND SURJA KYNTIA PARTLOW | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| IVY, CRAIG W. AND SONJIA F. IVY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| YOUNG, BETHO & GWENDOLYN WILLIAMS YOUNG | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| STEVENS, LOISEY AND ROSIE LEE STEVENS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| GIPSON, JOHN HENRY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| SULLIVAN, MARY FRANCES VERON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| SANCHEZ, ENRIQUE, JR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| JAMES, GENEVER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| LEWIS, ROBERT HENRY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| MCEWEN, DELTON LEE AND ARLENE SALVO MCEWEN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| CARAWAY, PEGGY JEAN BROWN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| RELIFORD, JULIUS ALVIN AND EDITH DIANE THOMAS RELI | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| WEBB, HAMILTON L. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| MITCHELL, RONALD MICHAEL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| FOUNTAIN, LESLEY AND SHERRY TALIS ROLLINS FOUNTAIN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| DENNIS, STEPHEN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| MILES, MAURA COLETTE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| STILLS-BROWN, ANGELA MARIE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| WILSON, CHRISTOPHER L. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| DUNN, RICKEY DARNELL AND SHARON SENICA DUNN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| GRAHAM, ALGIE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| JONES, BRENDA JOYCE LOWE FLOWERS AND ERNEST C. FLOWERS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| SHIPLEY, CHARLES AND DELORES SHIPLEY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| JETER, JESSIE SHAW AND HAROLD WILLIAMS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| JERNIGAN, THOMASAS BROWN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| WILLIAMS, JOYCE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840081 | 1/1/2021 |
| ROSE, HERSCHEL WYLEY AND PEGGIE SCHELLINGER ROSE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840728 | 1/1/2021 |
| BROWN, CARLTON DALE AND LETONYA BROWN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| SMITH, CHARLES | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853040 | 1/15/2021 |
| GONZALES, CYNTHIA LYNETTE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853040 | 1/15/2021 |
| DAVIS, ROBERT | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| WATKINS, JARREL DALTON AND UTA BRIGITTE POCHERT | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| BULLARD, BOBBY RAY AND SHIRLEY RAYE RASCO BULLARD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| THOMAS, CASSANDRA DAWSON WHITE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| PHILLIPS, GLENDA CANADY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| TAYLOR, ANNIE MAE BUTLER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| SHUBBIE, MILTON LEE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853040 | 1/15/2021 |
| ALEXANDER, MARIAH P. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| GAY, BRANDON BERNARD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047<br>2840165 | 1/15/2021<br>1/15/2021 |
| LOVE, RAYMOND J. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| DUPLECHIN, JOYCE JACQUELINE PEASE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| SMITH, JIMMY LEROY & GLORIA DE MOSS SPEARS SMITH | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| DOUGLAS, CHRISTIE MONIQUE HOPKINS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| WASHINGTON, CLARENCE EDWARD | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843539 | 1/20/2021 |
| WILSON, DELRY CARL | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| COTTON, NICHELLE INITA | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843539 | 1/20/2021 |
| FERNANDES, DENNIS KEITH | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| WILLIAMS, MARVIN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| MASON, VERONICA TINA SCOTT | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2841179 | 2/1/2021 |
| HOOVER, EDWARD LEE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| ALEXANDER, THOMAS B. & SHARON WENTINK ALEXANDER | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| ANTHONY, LORETTA A. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843912 | 1/25/2021 |
| COLEMAN, WILLIE ED , JR. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843912 | 1/25/2021 |
| SHAW, SUSAN OLIVER | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843912 | 1/25/2021 |
| MARTINSKI, LINDA ANN JENKINS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| ROBINSON, BENITA G. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| MIDDLETON, LILLIE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| WILSON, KEVIN LIVELL & KATHLEEN ANN SEMIEN WILSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| HELAIRE, OLEVIA | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| ETHEL WILLIAMS CRAIG | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| ELEBEE, BETTY THOMAS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| SANFORD, HENRY LEROY, SR. AND DORIS D. SANFORD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| MYLES, RICKY RAY AND JACQUELINE U. MYLES | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| LAMOTHE, JAY MICHAEL | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| SMITH, VIVIAN W. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| THOMAS, SANCHEZ | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| REID, MICHAEL LEE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | | |
| QUINONES, GARY JAMES | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| CLARK, CANDYCE CLAUDIETTE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843912 | 1/25/2021 |
| MARY ANN ELKINS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| FLOWERS, ERNEST C. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| NICOLE THOMAS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| DENNIS, ROBERT LEE AND EDDIE B MASON DENNIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| MCDOLE, CLIFFORD D. AND EULA MAE MCDOLE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| EDWARDS, JAMES | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2841546 | 1/20/2021 |
| FLOWERS, ORLANDO ROMAN, SR. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843539 | 1/20/2021 |
| FLOWERS, ODIS RAY | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| SMITH, CARROLL | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843539 | 1/20/2021 |
| MABLE LYNETTE COCKERHAM TUIEL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| MITCHELL, LITASHI O. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| RACHAL, ALICIA | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| ANDERSON, JAMES ALBERT & CYNTHIA CAROLINE DAWN MARIE DENNIS ANDERSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| REBECCA WHITEHURST WARD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| MCCAA, DONALD EUGENE AND ELIZABETH JANET ISBELL MCCAA | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| DOYAL, BOBBY LYNN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| WALKER, HELEN MARIE WAFER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| THOMAS, FELINDA PEARSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| BERRYMAN, LUTHER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| MOTON, BILLY EDWARD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| ABRAHAM, ADRIENE PHENITA | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| EASTER, OLIVER, JR. AND ANGELA D. EASTER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| JACKSON, CASSANDRA COOKS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| TAYLOR, REGINALD CLIFTON AND SHIRLEY ANN CLAIBORNE TAYLOR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| BATES, LEROY, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| JUDY RAE DURR MARTINEZ | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| HALL, JOHN DILLARD AND AUDREY LAVERNE SAPP HALL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| STEWART, RODRICK AMES AND APRIL COWTHORN STEWART | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| JAMES, FRED SAMUEL AND CYNTHIA D. JAMES | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| HILL, ROMEO AND ETHEL MAE SIMMONS HILL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| EBERSOLE, JOSHUA | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843912 | 1/25/2021 |
| ROBINSON, PATRICK DEAN AND ZENOBIA ANN ROBINSON | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| ABRAM, RUTH HELEN | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| SANDERS, LASHONDA | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843539 | 1/20/2021 |

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| YOUNGBLOOD, REGINALD GLEN AND VICTORIA THOMPSON YOUNGBLOOD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| WAYNE, BILLY ROY AND LELIA SAMUELS WAYNE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| JAMISON, STACEY | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| PRATT, DENNIS RAY AND ALLEAN M. PRATT | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| POUNCY, JACQUELINE Y. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| HENDERSON, LORI & CARL HENDERSON | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| FRANKLIN, JESSICA RAMBO AND DERRICK LAMAR FRANKLIN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| CAREY, KENNETH DAVID | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| HOUSTON, TERRY AND PAMELA PARKS HOUSTON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| POOL, SAM GLENN AND RAEANN BIRD POOL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| JOHNSON, JOHN HENRY, JR. AND ALICE MAE FULLER JOHNSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| MCINNIS, HELEN JEANNETTE KING | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| FLOURNOY, BARBARA J. BROWN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| MCCOY, DENNIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| RICHARDSON, ARCHIE D. AND NANCY DAVIS RICHARDSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| DIXON, BRITTNEY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| SANDERS, BILLY RAY, SR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| ROSALES, SUSANA | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| GOODSON, BILLY PAUL AND GWENDOLYN FOSTER GOODSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2841549 | 2/20/2021 |
| WILLIAMS, HARRIS LORENZO, JR. AND REBECCA ANN PIERCE WILLIAMS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| EPPS, LONTERIAN M. AND KIMBERLY L. LISTER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| MITCHELL, MARSHALL LEE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| MORRIS, DEKOVON RAYNARD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| CARTER, MURPHY, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| ROCHELL, SHONTAE DENISE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| Shona Tenise Adams | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853175 | 6/24/2021 |
| BROWN, BARBARA DICKSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| RHONE, MERCIE DEAN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| DYAS, CLARINDA JONES | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| CHAMPION, ALVIN L., JR. AND JENNIFER B. CHAMPION | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| GARDNER, JANICE JOHNSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| KING, APRIL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| BOYD, WILLIE J., JR. AND OPHELIA BOYD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| THOMAS, STEVEN DERMONT AND LISA MICHELE RICHARDSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| DOWDY, THERESA HILL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| FLETCHER, TRAVIS LAMAR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| BRITTON, CLARICE RENEE JOHNSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| THOMAS, ROOSEVELT, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| CALDWELL, HENRY LEE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| WRIGHT, YURA HAZE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| THOMAS, CYNTHIA L. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| LEWIS, LAURITTA METCALF | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| PHILYAW, DORIS JEAN WALTON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| JONES, ANGELIA DENISE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| ZEEK, SHASTINE A. AND DAVIDJOSEPH BONILLAS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2841549 | 2/20/2021 |
| FARMER, BETTY LOU JONES | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| ROGERS, MILTON CHARLES & FLORENCE PAGE ROGERS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| SIMS, JOY DRAFTON AND GERMANY GERMAINE SIMS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| MITCHELL, AMBER LYNN | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843539 | 1/20/2021 |
| STEWARD CHASIDY R. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| LINDSEY, JERRY WAYNE AND LASHONDA CARROLL LINDSEY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| JOHNSON, BETTY M. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| THOMAS, MCDONALD CAREY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047<br>2853242 | 1/15/2021<br>2/20/2021 |
| BREWER, TOYLECA ARMSTRONG | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| CALDWELL, DEXTER DEWAYNE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840591 | 3/1/2021 |
| JACKSON, JEROD JEFFRIE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| TOUSSAINT, MARY EVELYN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840591 | 3/1/2021 |
| DAVIS, DAMARCUS JASON AND DESHANA HALL DAVIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| PIERCE, FERN ELLEN AINSWORTH | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| HENDERSON, ZENOBIA | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| WILLIAMS, BILLIE FAYE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| HARLAN, BEVERLY ANN TOZIER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| TAYLOR, ANTHONY DUANE JR AND KATLYNN JOYCE TAYLOR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2841549 | 2/20/2021 |
| JOHNSON, REGINALD DEWAYNE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| LUCKY, ILESSIE AND YOURNEE LUCKY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| JONES, CYNTHIA DAVIS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843539 | 1/20/2021 |
| GREEN, GERALD | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853050 | 3/1/2021 |
| MONROE, RUTHA MAE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| HENSON, GREG | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| BARR, LAKEESHER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| RATLIFF, ANNIE BRADLEY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| JUANICE MONIQUE MOSES | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| JONES, WESTAL TRAVINE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843912 | 1/25/2021 |
| ANGEL ANN WESTLEY | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| BOSE, THEODORE, II AND TIFFANY NACOLE CURTTIE BOSE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| ABRAM, CALVIN MAC HENRY | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| MARSHALL, JOHNNY LINNEAR AND MIA HAMILTON MARSHALL | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| MARSHALL, KENDRICK B. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| SSRC LLC | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843921 | 1/15/2021 |
| LEE, RICKY AND ANGELA LEE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |
| PENNITO, PATRICIA MAE AND ANTHONY N. PENNITO | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843920 | 1/15/2021 |

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| HAYWOOD, TADARRELL WAYNE, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| BROWN, TIFFANY J. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2841546 | 1/20/2021 |
| ALLEN, YOLANDA EVETTE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2841546 | 1/20/2021 |
| GRANT, LATOYA | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2841546 | 1/20/2021 |
| MCLEMORE, THOMAS TYREE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| WARDELL, NORTHELL W. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2841549 | 2/20/2021 |
| ROSE, JIMMY D. AND REBECCA KAY ROSE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2841179 | 2/1/2021 |
| HUTCHERSON, CHAUNTELL DIONNE MITCHELL AND UNDINIQU HUTCHERSON | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2841179 | 2/1/2021 |
| MCCOY, SMIETANKO | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2841179 | 2/1/2021 |
| TOWNSEND, MATTHEW ALLEN & PEGGY D. TOWNSEND | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2842775 | 3/15/2021 |
| CARTER, CECIL KAY, III | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843518 | 3/15/2021 |
| DEBRA SUE WEAVER BERRY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843518 | 3/15/2021 |
| COVEY, RACHAEL ELIZABETH DEAN PATTERSON | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2842775 | 3/15/2021 |
| SASSER, ERAKA RUNNETTE SANDERS AND PETER ERIC SASSER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| LOVE, LATRESHIA | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| COGSWELL, TERESA GAIL TERRY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840591 | 3/1/2021 |
| HUNTER, PATSY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| JONES, LYNNETTE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840591 | 3/1/2021 |
| BASS, SAMUEL DAVID AND LINDA LILES BASS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840591 | 3/1/2021 |
| GANDY, MARILYN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840591 | 3/1/2021 |
| BROOKS, PATRICK AND TAMIKA GRAHAM BROOKS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| KING, EUGENE AND BRENDA JOYCE HORTON KING | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840591 | 3/1/2021 |
| GOLIAHR, DEBORAH ANN RUSSELL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| LEVINGSTON, TESHA LACHELLE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| TANAYALA J. LYRSE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853264 | 4/1/2021 |
| JOHNSON, BRIGETTE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| LANE, RICHARD DARNELL AND ALESHIA GOINES LANE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| SMITH, ROTERRICA BRENDYALE AND ROBERT LAWERENCE SMITH | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| WADDLES, BILLY AND AMY JANICE COLEMAN WADDLES | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| STRONG, VICKIE L. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| RHODES, ANUARY DENISE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| GODFREY, IVAN KEITH AND MARY ANN GODFREY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853231 | 2/20/2021 |
| DAVIS, REGINALD LAMONTE AND UNDREA PATRICE DAVIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853231 | 2/20/2021 |
| HOLMES, MANSEL ODELL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852915<br>2853270 | 4/1/2021<br>4/1/2021 |
| DEES, RUTHIE MAE GOINES BEHAN AND BONITA ANN BEHAN WATSON | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2842775 | 3/15/2021 |
| ANDREW CLEVELAND, SR. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2842775 | 3/15/2021 |
| PARKER, JAMES A. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843518 | 3/15/2021 |
| HUCKABEE, GARY LEE & FREDDA MUNSELL HUCKABEE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2842775 | 3/15/2021 |
| LEON, SUSAN BERNICE BOYD | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| RICH, ROBERT | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2842775 | 3/15/2021 |
| RICH, ROBERT, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| GRAHAM, GREGORY N. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843540 | 2/1/2021 |
| HOLMES, JOE SCOTT | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852916 | 4/15/2021 |
| HOLMES, JOSHUA | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| BROWNLEE CORPORATION C/O JOY B. ROTH | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843686 | 4/10/2021 |
| BROWNLEE CORPORATION C/O JOY B. ROTH | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843686 | 4/10/2021 |
| WILLIAMS, MARY EDNA DUNCAN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| COLEMAN, ANGELA W. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| SLOAN, GLORIA DENISE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843528 | 4/15/2021 |
| HOLLINS, SHIRLEY J. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| HAWTHORNE, MARLON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853231 | 2/20/2021 |
| THEDFORD, CHRISTOPHER PERNELL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| HALEY, JOHN HENRY, SR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843617 | 1/10/2021 |
| GLOVER, KENNETH ALLEN AND VERONICA DELORIS GRAHAM | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852901 | 4/15/2021 |
| BRUCE LLEWELLYN BRYANT AND SHIRLENE RENA BUGGS BRYANT | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2841114 | 4/1/2021 |
| NELSON, MELVIN R., SR. AND TANGELIA T. NELSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| CONWAY, SHA'MICHAEL DION AND LAJESSICA CARTER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852901 | 4/15/2021 |
| BURKS-PAYNE, FELISA ANNETTE AND ANTONIO TYRONE PAYNE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852901 | 4/15/2021 |
| FOPPE, BRENDA JOYCE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| PUGH, PAUL WAYNE, SR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| NORTON, EMILE AND MARQUITA NORTON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| HENDERSON, ROBERT AND JAMES E. YOUNG, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| LEVY, VERONICA FRAZIER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| REED, DEBORAH L. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| COLLINS, LOUIS V. AND BEVERLY J. COLLINS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| HENDERSON, WILLIE LEE, JR. AND LETETIA P. HENDERSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| GRAHAM, CHRISTINE ANN HALL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| ARMSTRONG, EARL, JR. AND VERNITA S. ARMSTRONG | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852901 | 4/15/2021 |
| BOWMAN, ROSALYN WASHINGTON AND URI'AH BOWMAN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| JONES, GWENDOLYN MICHELLE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| CARTHEN, LAKISHA RENEE' | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| JONES, MARVA J. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852901 | 4/15/2021 |
| ROBINSON, CARRIE J. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2841114<br>2853161 | 4/1/2021<br>4/15/2021 |
| MONROE, JOHN L., JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| BILLY JOHNSON & INOLIA JOHNSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852901 | 4/15/2021 |

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| KELLY, EVELYN COLLINS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| DUNCAN, KARLA A. AND LEVERT DUNCAN, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852901 | 4/15/2021 |
| PEACE, LANDRY, JR. AND CARRIE C. PEACE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| JONES, DASHAUN DEMARCO | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843528 | 4/15/2021 |
| MORRIS, ELIZABETH K. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2841252 | 5/1/2021 |
| MORRIS, FREDERICK D., SR. AND SHEMEKA S. MORRIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| MCCLINTON, JONATHAN AND BRENDA MCCLINTON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| MALONE, CAROL MINETTE TINSLEY | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| HARRIS, ROBERT LEE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| CHANDLER, ROBERT MICHAEL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| MILES, GARY AND CONNIE FAYE WELLS MILES | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| LOSHONDA LAVETTE GREEN, ET AL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| HALL, NATHAN K. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| RODNEY, ROOSEVELT, JR. AND VERSHANSKI GARDNER RODNEY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| FULGIUM, ARTHUR CARROLL AND DORATHY EDWARDS FULGIUM | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| LEEJAY, ROY KENNETH, JR. AND VERLONDA ANDERSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| CURRY, BRODRICK | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852900 | 4/1/2021 |
| CHEROLYN ANN REED MILLS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| SIMS, BILLY LEEVERICK | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| BROWN, TIFFINEY YVETTE STICKMAN AND ANTONIO VONDRE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2843527 | 1/20/2021 |
| MOORE, RICKEY LENARD, SR. AND SHARON LAJOYCE JONE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840165 | 1/15/2021 |
| WALLS, SANDRA LYNN BRYANT | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852901 | 4/15/2021 |
| GREGORY STEPHEN JORDAN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843525 | 6/28/2021 |
| JONES, JEFFERY DARNELL 1/2 AND CHERIA CHARMAINE SC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| JONES, JEFFERY DARNELL 1/2 AND CHERIA CHARMAINE SC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| THOMAS, KENNETH WAYNE AND KARENA NADINE PAYNE THOMAS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| WALKER, KATYE SLACK | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| ST. JOHN, GREGORY PAUL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843528 | 4/15/2021 |
| FREDDIE MAE LARKINS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840343 | 5/1/2021 |
| KIRKIKIS, TERESA ANN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| WILSON, LORENZO, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852899 | 4/1/2021 |
| Reginald & Murdis Dodd | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840728 | 1/1/2021 |
| Dodd Properies, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2840728 | 1/1/2021 |
| Dodd Properies, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853047 | 1/15/2021 |
| DICKSON, CHRISTOPHER D. AND JENNIFER STEVENS DICKSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2841114 | 4/1/2021 |
| SUSIE M. WASHINGTON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843528 | 4/15/2021 |
| Shreveport Community Church | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853788 | 5/4/2021 |
| BUTLER, CLARA MAE WHITAKER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| CALLOWAY, DEMARIO JAMAAL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| CHEVALIER, ARTHUR AND SHUNDA DAVIS CHEVALIER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| CULVER, CONNIE MC GEE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| FUNDERBURK, JASON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| THERIEN, MICHAEL LEE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| WHITE, TWANNA LANETTE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| BURKS, BRODERICK E. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853161 | 4/15/2021 |
| WARDLOW, SHIRLEY ANN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| BROWN, YOLANDA SHENE SAMUELS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853161 | 4/15/2021 |
| WILLIAMS, WALTER LEE, JR. & YENSHACILLIA WILLIAM | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853161 | 4/15/2021 |
| GOLDSMITH, THEORLANDO | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| GERMAN, THERESA A. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| LEE, SOPHIA L. JACKSON AND EDWARD J. LEE, JR. | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| Ethel S. Davis | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853175 | 6/24/2021 |
| Brandon D. Davis | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| DAVIS, CEDRIC W. AND VANESSA L. DAVIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853175 | 6/24/2021 |
| LAWSON, SANDA RENA LAWRENCE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| MITCHELL, TYRONE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| WARREN, TIMOTHY LEE AND EURYDICEA KATRINA WARREN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| MORRIS, KERMIT & CHERYL LYNN SANDERS MORRIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853264 | 4/1/2021 |
| LUKER, GERALD WAYNE AND CYNTHIA LOUISE LUKER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853195 | 6/15/2021 |
| PAGE, GARY WAYNE ET AL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| Latrice Renee Savannah | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| Huntington Plaza Inc | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2846262 | 6/14/2021 |
| Tyrone Rogers | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853161 | 4/15/2021 |
| Phyllis A. Hart | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| Jo Anne P. Lester | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| Tommy Jo Kennedy Ordoyne | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| Alonzo Ford Kendrel & Skylar Danyelle Frazier Ford | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853161 | 4/15/2021 |
| Bruce Wayne Davis & Veronica Davis | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853175 | 6/24/2021 |
| WALTER, TINA MARIE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851084 | 7/15/2021 |
| Clifton Ejoshua McDonald & Isha Nokia McDonald | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853175 | 6/24/2021 |
| Markey Winfield Pierre | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853264 | 4/1/2021 |
| Kerry Williams | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852947 | 6/20/2021 |
| Pamela Anderson | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851088 | 7/1/2021 |
| Pamela Anderson & Calvin McMiller | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851093 | 7/1/2021 |
| Scooter Investments | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| Alice M. Conway | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852947 | 6/20/2021 |
| MICHAEL DWIGHT ARVIE & BRITTANY ARVIE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853175 | 6/24/2021 |
| PETTIS, THOMAS LEE AND WILLIE MAE ROBINSON PETTIS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852947 | 6/20/2021 |
| WINBUSH, IRENE D. | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2851105 | 7/15/2021 |
| SCOTT, LESLIE MARIE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |

| Lessor (As written on original lease or deed) | Lessee | Section | Township | Range | State | Parish | Instrument # | Lease Date |
|---|---|---|---|---|---|---|---|---|
| SMITH, ERIC DEWAYNE AND RAVEN JANEEN KING-SMITH | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853040 | 1/15/2021 |
| MOORE, RACHEL HARRISON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853005 | 8/10/2021 |
| ROSS, TAMARA JANEL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853270 | 4/1/2021 |
| FARIS, MELVIN SCOTT AND JAMI SUE DOUGLAS FARIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| Michael Ray Harsin & Thomas Glen Harsin | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853002 | 7/10/2021 |
| HANNA, MARVELLE WARREN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853270 | 4/1/2021 |
| Antonio G. Washington | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853175 | 6/24/2021 |
| Imogene & Charlie Williams | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| KENNETH WALLY JACKSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| Tammy Harris | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| Johnathan Smith | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2851076 | 8/1/2021 |
| Huntington Park Church of Christ | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2850172 | 7/21/2021 |
| Pamela Denice Williams | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2851076 | 8/1/2021 |
| Barbara Ann Smith | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853172 | 8/19/2021 |
| PHILLIPS, CHARLES RUSSELL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853193 | 5/15/2021 |
| PHILLIPS, CAROLYN WILLIAMS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853010 | 8/10/2021 |
| BILLY JAMES FEASTER AND JOHNETTE FEASTER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853161 | 4/15/2021 |
| Shabronica Taylor | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851077 | 8/1/2021 |
| JOHN IVORY DAVIS JR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851077 | 8/1/2021 |
| JAMES SAMUEL JR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851046 | 8/1/2021 |
| JEAN COLLIER SCOTT DALE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851077 | 8/1/2021 |
| GARY NEAL BROWN SR & LOU DELLA BROWN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853242 | 2/20/2021 |
| KATHY ANN BROWN WINDER | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853085 | 8/1/2021 |
| FRANKAYLA JOHNNIE RUTH ANDERSON HERITAGE TRUST | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852913 | 8/27/2021 |
| CAROLYN DENISE JOHNSON BELL & WAYNE LEON BELL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853161 | 4/15/2021 |
| RACE BURNS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| SHAMARRA J. WILLIAMS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| SHELIA RENEE COLEMAN JONES | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853242 | 2/20/2021 |
| RUBY LEE RUSSELL BAKER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852994 | 8/10/2021 |
| MARILYN J. ANDERSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853242 | 2/20/2021 |
| KELVIN JAMES WHITE & DEMETRICH MICHELLE WHITE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852994 | 8/10/2021 |
| VALARIE HARRIS VALENTINE LEWIS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853002 | 7/10/2021 |
| DEVIN CARR | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852943 | 8/15/2021 |
| KASSIEN SOMIEKO TRAVIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853040 | 1/15/2021 |
| TODD CHRISTOPHER GOREE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852994 | 8/10/2021 |
| SHERRI LEE BRUNER PRESTON | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852943 | 8/15/2021 |
| TAMARA LATEISHA BATES & LARODERICK WASHINGTON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851046 | 8/1/2021 |
| DANZELL, JERALD D. AND BRENDA G. DANZELL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853165 | 5/1/2021 |
| Tai Phan | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853030 | 7/15/2021 |
| COTY CORTEZ SMITH & YUTORIEA JENKINS SMITH | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| SHELIA CROSBY WIMBERLY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853242 | 2/20/2021 |
| WENCESLAO BITANCUR ACERADO & DONNA JANE ACERADO | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853084 | 8/15/2021 |
| RAYMOND EDWARDS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853002 | 7/10/2021 |
| Cannisnia Energy Company, LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2850001 | 7/23/2021 |
| COLLEEN ELIAS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853084 | 8/15/2021 |
| ESTATE OF MARY ALICE HARDMAN EGAN BY SIRLEY K EGAN, INDEPENDENT EXECUTOR & ESTATE OF JAMES CRONAN EGAN JR BY SHIRLEY K EGAN, INDEPENDENT EXECUTOR | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2843173 | 8/9/2021 |
| TYRONE FONTELL DAVIS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2851076 | 8/1/2021 |
| LEISA ANN BROWN HAWKINS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| WILBERT WHITE JR & MAXINE BRADLEY WHITE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| DORIS MERLE MALONE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| NORMA MAGEE SUMMAGE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2851076 | 8/1/2021 |
| JERRY SWEEZER III | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851043 | 8/1/2021 |
| HARRIS, ERIC J. AND BRETNEY A. HARRIS | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853189 | 8/31/2021 |
| LEOLA MAE THOMAS DANZELL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853258 | 1/1/2021 |
| MEDA INVESTMENTS LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852992 | 8/23/2021 |
| Ronald & Cynthia Hermes | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2851630 | 8/2/2021 |
| TYRONE D. BOGAN | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| FRADERICK JEVUAN ROBINSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| JERONICA SANDERS | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| SANDRA K. CALLHAN | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| STEPHANIE JOHNSON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853084 | 8/15/2021 |
| HAROLYN JONES WILSON | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852803 | 8/30/2021 |
| FELICIA L. STINSON WHITE & QUINTON WHITE | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852947 | 6/20/2021 |
| JOHNES WASHINGTON & EDDIE MAE WASHINGTON | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852947 | 6/20/2021 |
| MARK RACY | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2852991 | 1/15/2021 |
| CARLETON STUART PIEHL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853242 | 2/20/2021 |
| ILENE BERNETTE DURHAM HARRISON | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853242 | 2/20/2021 |
| STENSON J. BAKER | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853246 | 1/1/2021 |
| DANNY CHARLES MILLER II | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852947 | 6/20/2021 |
| LUCK PROPERTIES LLC | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853256 | 1/1/2021 |
| LASHONDA DEVENNA PENNYWELL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853084 | 8/15/2021 |
| MARGARET G. CARTHEN | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853242 | 2/20/2021 |
| DONALD RAY HALL SR & CAROLYN JOYCE FRIEND HALL | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853084 | 8/15/2021 |
| HOSEA D. LEVINGSTUN | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| DARNELL KEITH SHORT & PAMELA BLACKSTONE EDWARDS SHORT | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | 2853242 | 2/20/2021 |
| KENDALL MARTIN MARCHAND & MELISSA CLAIRE MARCHAND | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2852865 | 8/15/2021 |
| Frances Duron | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | 2853787 | 7/21/2021 |
| WHITE, RUTHA MIAE | Mammoth Minerals LLC | 25 | 17N | 15W | LA | Caddo | | |
| BROOKS, TAWANDA S AND NATESHIA R WISNER | Mammoth Minerals LLC | 36 | 17N | 15W | LA | Caddo | | |

End of Exhibit "A"

# McGINTY-DURHAM, INC.

*Energy Land Services*

**(318) 445-0054 FAX (318) 445-0804**

**Post Office Box 7979**
**Alexandria, Louisiana 71306-0979**

**1326 Jackson Street**
**Alexandria, Louisiana 71301**


March 25, 2022

Honorable Adrian Perkins
City of Shreveport, LA
505 Travis Street, Suite 200
Shreveport, LA 71101

Re: Approval of Partial Assignment of Oil, Gas and Mineral Leases
Mammoth Minerals, LLC to FPCC USA, Inc.
State Agency Lease Nos. 22026 & 22027
Caddo Parish, Louisiana

Dear Mayor Perkins:

On behalf of Mammoth Minerals, LLC, we request that City of Shreveport acknowledge its formal consent to the Partial Assignment of an undivided 30% interest in State Agency Lease Nos. 22026 and 22027 unto FPCC USA, INC., the Memorandum of Partial Assignment being recorded at Instrument No. 2858669 of the Caddo Parish records. In order to provided evidence of said consent, we ask that you please sign and date this letter in the spaces provided below

We thank you for your cooperation and assistance in this matter.

Very truly yours,

Joe K. McGinty, Jr.

Joe K. McGinty, Jr.
jmcginty@mcgintydurham.com

Agreement and consent are hereby given on behalf of the City of Shreveport to the Partial Assignment of State Agency Lease Nos. 22026 and 22027 this _____ day of _____, 2022.

City of Shreveport

By:_____
Adrian Perkins, Mayor

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
A Resolution authorizing the Mayor of the City of Shreveport to consent to the partial assignment of an undivided 30% interest by Mammoth Minerals, LLC of two Oil and Gas Leases to FPCC USA, INC., and to otherwise provide with respect thereto.

**DATE**
April 14, 2022

**ORIGINATING DEPARTMENT**
Office of Engineering
Property Management Section

**CITY COUNCIL DISTRICT**
A and G

**SPONSOR**

**PURPOSE**
To authorize the Mayor of the City of Shreveport to formally consent to the partial assignment by Mammoth Minerals, LLC unto FPCC USA, INC. of an undivided 30% interest in State Agency Leases No's. 22026 and 22027, both executed June 9, 2021, between the City of Shreveport and Mammoth Minerals, LLC.

**BACKGROUND INFORMATION**
Mammoth Minerals, LLC ("Mammoth") is the lessee of two (2) oil and gas leases ("the leases"). Lease No. 22026 was executed on June 9, 2021 between the City of Shreveport ("City") and Mammoth and was recorded under Instrument No. 2847384. Lease No. 22027 was also executed June 9, 2021 between the City and Mammoth and was recorded under Instrument No. 2849074. Pursuant to a Memorandum of Partial Assignment of oil and gas leases, recorded under Instrument No. 2858669, an undivided thirty percent (30%) of Mammoth's rights, title, and interest in and to these leases were assigned to FPCC USA, INC. (FPCC), with an effective date of September 10, 2021. Mammoth has requested the City's formal written consent to this partial assignment.

**TIMETABLE**
Introduction: April 26, 2022

Final Passage: May 10, 2022

**ATTACHMENTS**
Exhibit A - State Agency Lease, Instrument No. 28647384 (City of Shreveport – Mammoth)
Exhibit B – State Agency Lease, Instrument No. 2849074 (City of Shreveport – Mammoth)
Exhibit C - Memorandum of Partial Assignment of Oil and Gas Leases, Instrument No. 2858669
Exhibit D - Mammoth Minerals Assignment Consent Request

**SPECIAL PROCEDURAL REQUIREMENTS**

**FINANCES**

**SOURCE OF FUNDS**

**ALTERNATIVES**
(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

**RECOMMENDATION**
It is recommended the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** Malcolm Stadtlander,
Property Management Administrator

**RESOLUTION NO. 65 OF 2022**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SHREVEPORT TO CONSENT TO THE PARTIAL ASSIGNMENT OF AN UNDIVIDED 30% INTEREST BY MAMMOTH MINERALS, LLC OF TWO OIL AND GAS LEASES TO FPCC USA, INC, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**.

**BY: COUNCILMEMBER**

**WHEREAS**, the City of Shreveport (the "City"), entered into two (2) Oil and Gas Leases (the "Leases") with Mammoth Minerals, LLC ("Mammoth") which were executed on June 9, 2021, and which were recorded in the Conveyance Records of Caddo Parish, Louisiana under Instrument No.'s 2847384 and Instrument No. 2849074; and

**WHEREAS**, Mammoth, pursuant to a Memorandum of Partial Assignment of Oil and Gas Leases recorded under Instrument No. 2858669, has assigned unto FPCC USA, INC. (FPCC) an undivided thirty percent (30%) of Mammoth's rights, title and interest in and to the referenced Leases, effective September 10, 2021; and

**WHEREAS**, in accordance with the terms of the Leases, the City has received a written request from Mammoth, seeking the City's written consent to this partial assignment of the Leases to FPCC; and

**WHEREAS,** the partial assignment will be made subject to all of the terms and conditions of the Leases; and

**WHEREAS,** FPCC will accept the partial assignment subject to all obligations under the Leases; and

**WHEREAS,** the City's agreement and consent to assign the Leases shall not constitute a waiver of any provision of the Leases; and

**WHEREAS,** the assigned interest may not be further assigned to any third party without written consent from the City, pursuant to the terms of the Leases.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened, that the Mayor is hereby authorized to agree and consent to the partial assignment of the Oil and Gas Leases from Mammoth Minerals, LLC unto FPCC USA, INC.

**BE IT FURTHER RESOLVED** that if any provision or portion of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this Resolution are hereby declared severable.

**BE IT FURTHER RESOLVED** that all resolutions, ordinances or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND RESOLVED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

**City Attorney's Office**

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
A Resolution authorizing the Mayor of the City of Shreveport to sign a consent of the assignment by Pine Wave Energy Partners Operating, LLC of three Oil and Gas Leases to Silver Hill Haynesville E&P, LLC, and to otherwise provide with respect thereto.

**DATE**
March 22, 2022

**ORIGINATING DEPARTMENT**
Office of Engineering
Property Management Section

**CITY COUNCIL DISTRICT**
A and G

**SPONSOR**

**PURPOSE**
To authorize the Mayor of the City of Shreveport to consent to the assignment of three (3) Oil and Gas leases, the first executed on October 13, 2021, between the City of Shreveport and Pine Wave Energy Partners Operating, LLC, recorded under Instrument No. 2864971; the second executed on February 19, 2004, between the City of Shreveport and Alternate Fuel Systems of Louisiana, Inc., recorded by Memorandum under Instrument No. 2003058; the third executed on August 13, 2004, between the City of Shreveport and Alternate Fuel Systems of Louisiana, Inc., recorded by Memorandum under Instrument No. 2003061. All of the referenced Instruments are recorded in the Conveyance Records of Caddo Parish, Louisiana.

**BACKGROUND INFORMATION**
Pine Wave Energy Partners Operating, LLC ("Pine Wave") is the current lessee of three (3) Oil and Gas leases ("the leases"); one lease dated October 13, 2021 between the City of Shreveport ("City") and Pine Wave, recorded under Instrument No. 2864971, and two leases dated February 19 and August 13, 2004 between the City and, at their execution, Alternate Fuel Systems of Louisiana, Inc. The leases dated February 19 and August 13, 2004 were affirmed by Memorandum, both Memorandum being recorded on October 14, 2005 under Instrument No's 2003058 and 2003061 respectively. Following their recordation in 2005, the rights, title and interest in the Alternate Fuel Systems leases were assigned to Pine Wave. On March 1, 2022, Pine Wave entered into an agreement with Silver Hill Haynesville E&P, LLC ("Silver Hill"), whereby Pine Wave intends to assign to Silver Hill all of Pine Wave's rights, title and interest in and to these certain leases and/or agreements with the City. The assignments will be made, and Pine Wave will accept the assignments, subject to all the terms, conditions, and obligations of the leases. The City's consent to the assignment shall not constitute a waiver of any provision of the leases.

**TIMETABLE**

| | |
|---|---|
| Introduction: | April 26, 2022 |
| Final Passage: | May 10, 2022 |

**ATTACHMENTS**
Exhibit A – October 13, 2021 State Agency Lease Lease (No. 2864971) (City of Shreveport – Pine Wave)
Exhibit B – February 19, 2004 State Agency Lease (City of Shreveport – Alternate Fuel) (Legal Description: Shreveport Regional Airport)
Exhibit C – August 13, 2004 State Agency Lease (City of Shreveport – Alternate Fuel) (Legal Description: Ellston Partition)
Exhibit D – Memorandum of February 19, 2004 Lease (No. 2003058)
Exhibit E – Memorandum of August 13, 2004 Lease (No. 2003061)

| | |
|---|---|
| | Exhibit F – Pine Wave Assignment Consent Request (March 31, 2022)<br>Exhibit G – Pine Wave Assignment Consent Request (April 1, 2022) |

**SPECIAL PROCEDURAL REQUIREMENTS**

| **FINANCES** | **SOURCE OF FUNDS** |
|---|---|
| | |

**ALTERNATIVES**

(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

**RECOMMENDATION**

It is recommended the City Council adopt the Resolution.

**FACT SHEET PREPARED BY:** Malcolm Stadtlander,
Property Management Administrator

**RESOLUTION NO. 66 OF 2022**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SHREVEPORT TO SIGN A CONSENT OF THE ASSIGNMENT BY PINE WAVE ENERGY PARTNERS OPERATING, LLC OF THREE OIL AND GAS LEASES TO SILVER HILL HAYNESVILLE E&P, LLC, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**.

**BY: COUNCILMEMBER**

**WHEREAS**, the City of Shreveport (the "City"), entered into an Oil and Gas lease with Pine Wave Energy Partners Operating, LLC ("Pine Wave"), which was recorded in the Conveyance Records of Caddo Parish, Louisiana under Instrument No. 2864971, effective October 13, 2021; and

**WHEREAS**, the City also entered into two (2) Oil and Gas leases with, at their execution, Alternate Fuel Systems of Louisiana, Inc., effective February 19, 2004 and August 13, 2004, both of which were recorded by Memorandum in the Conveyance Records of Caddo Parish, Louisiana on October 14, 2005 under Instrument No's 2003058 and 2003061, respectively; and

**WHEREAS,** following their recordation, the rights, title and interest in the Alternate Fuel Systems leases were assigned to Pine Wave.

**WHEREAS**, Pine Wave has entered into an agreement with Silver Hill Haynesville E&P, LLC ("Silver Hill"), pursuant to which all of Pine Wave's rights, title and interest in the referenced leases will be assigned to Silver Hill; and

**WHEREAS**, in accordance with the terms of the leases, the City has received a written request from Pine Wave, seeking the City's written consent for Pine Wave to assign their interest in the leases to Silver Hill; and

**WHEREAS,** the assignment will be made subject to all of the terms and conditions of the leases; and

**WHEREAS,** Silver Hill will accept the assignment subject to all obligations under the leases; and

**WHEREAS,** the City's consent to assign the leases shall not constitute a waiver of any provision of the leases; and

**WHEREAS,** the assigned interest may not be further assigned to any third party without written consent from the City, pursuant to the terms of the Leases.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened, that the Mayor is hereby authorized to approve the assignment of the three (3) Oil and Gas leases from Pine Wave Energy Partners Operating, LLC to Silver Hill Haynesville E&P, LLC.

**BE IT FURTHER RESOLVED** that if any provision or portion of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this Resolution are hereby declared severable.

**BE IT FURTHER RESOLVED** that all resolutions, ordinances or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND RESOLVED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

**City Attorney's Office**

Mike Spence, Caddo Clerk of Court
Online Instrument# 2864971
12/09/2021 11:36 AM
Number of Pages: 15

MARKEYDA EDWARDS
CADDO PARISH DEPUTY CLERK

# LEASE FOR OIL, GAS AND OTHER LIQUID OR GASEOUS HYDROCARBON MINERALS

**State Agency Lease No. 22042**

**STATE OF LOUISIANA**
**PARISH OF EAST BATON ROUGE**
**Louisiana State Lease Form Revised 2019**

**WHEREAS,** under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the State Mineral and Energy Board ***("Board")*** acting pursuant to the request of CITY OF SHREVEPORT, advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the property described below; and

**WHEREAS,** in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the 13TH day of OCTOBER, 2021, at a meeting of the Board; and

**WHEREAS,** by resolution duly adopted, the Board accepted on the 13TH day of OCTOBER, 2021 ***("Effective Date")***, the bid of and awarded this Lease to PINE WAVE ENERGY PARTNERS OPERATING, LLC ***("Lessee")***, whose address is 329 SOUTH MAIN STREET, FORT WORTH, TX 76104, as the most advantageous to the State, as Lessor.

**NOW THEREFORE,** be it known and remembered that the Board, acting under said authority, and acting for and in behalf of the CITY OF SHREVEPORT, as Lessor, does hereby lease, let, and grant unto said Lessee, the Leased Premises as defined below for the purpose of exploring by any method including, but not limited to seismic, geophysical and geological exploration for formations or structures, prospecting, drilling for and producing oil, gas and any other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas, hereinafter sometimes referred to as "oil, gas or other liquid or gaseous minerals". This grant of authority shall include the exclusive right to explore and produce oil, gas and other liquid or gaseous minerals in solution produced with oil or gas on the Leased Premises at the depths covered by this Lease. In connection therewith and as limited herein, Lessee shall have the right to use so much of the Leased Premises as reasonably may be necessary for such operations including, but not limited to storing minerals and fluids in facilities on the Leased Premises by means other than subsurface storage, laying pipelines, dredging canals, building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and/or facilities.

The property ***("Leased Premises")*** subject to this Lease, situated in the Parish(es) of CADDO, State of Louisiana, is more fully described as follows:

ENTIRE TRACT 45467 - Caddo Parish, Louisiana
A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from City Of Shreveport on September 8, 2021, being more fully described as follows: All lands in Sections 34 and 35, Township 18 North, Range 15 West, and in Sections 2 and 11, Township 17 North, Range 15 West, being more fully described as follows:

1) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 35, Township 18 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, Moss Point Drive, Risinger Drive and Marty Lane, containing 8.14 acres, more or less;

2) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 34, Township 18 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, containing 0.52 acres, more or less;

3) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 2, Township 17 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, Risinger Drive, Shorewood Drive, Pines Road, Long Timbers Drive, Brookline Drive, Noxubee Drive, Bonnieview Road, Altavista Drive, Long Pines Drive, Towering Oaks Drive, Louene Circle, Kingfish Drive, Schober Circle, Gahagan Circle, Snapper Circle, Timber Knoll Drive, Timber Court, Wonderland Drive, Mary Frances Drive, Randy Way, Brendlyn Drive, Yarborough Road and Irish Circle, containing 60.70 acres, more or less;

4) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, Yarborough Road, Pines Road, Gemini Drive, Twilight Lane, Virgo Drive, Galaxy Lane, Venus Drive, Milky Way, Jefferson Paige Road, Tamerlane Drive, Oak Valley Drive, Oak Park Drive, Joy Drive, Kingswood Drive, Kenwood Drive, Sabine Lane, La Fleur Drive, Goree Lane, Ernwood Circle, Bocage Drive, Gilwood Circle, Bocage Circle, Glendale Lane, Sonhaven Drive and Nottaway Drive, containing 53.02 acres, more or less;

5) That certain tract or parcel of land containing 0.44 of an acre, more or less, situated in the Southwest Quarter (SW/4) of Section 35, Township 18 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171502-001-0019-00. Said tract being a portion of the lands described in that certain Ordinance dated November 13, 1991, and recorded in Book 2783, Page 248, under Entry No. 1325963 of the Conveyance Records of Caddo Parish, Louisiana;

6) That certain tract or parcel of land containing .3429 acres, more or less, being known and designated as "LOT 6 OF HILLTOP SUBDIVISION, UNIT 7", situated in the Northeast Quarter (NE4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-002-0006, being further depicted on that certain plat of survey of the Hilltop Subdivision Unit No. 7, dated July 26, 1976 and recorded in Book 1500, Page 403, of the Conveyance Records of Caddo Parish, Louisiana;

7) That certain tract or parcel of land containing 0.28 of an acre, more or less, being known and designated as "LOT 12 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0012-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Judgment of Taking dated November 13, 1991, and recorded in Book 3502, Page 201, under Entry No. 1779316, both of the Conveyance Records of Caddo Parish, Louisiana;

8) That certain tract or parcel of land containing 0.37 of an acre, more or less, being known and designated as "LOT 13 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0013-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Act of Cash Sale dated September 7, 2001, and recorded in Book 3485, Page 484, under Entry No. 1767634, both of the Conveyance Records of Caddo Parish, Louisiana;

9) That certain tract or parcel of land containing 0.24 of an acre, more or less, being known and designated as "LOT 14 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0014-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Quitclaim Deed dated March 21, 2008, and recorded in Book 4028, Page 49, under Entry No. 2147935, both of the Conveyance Records of Caddo Parish, Louisiana;

10) That certain tract or parcel of land containing 0.2291 of an acre, more or less, being known and designated as "LOT 77 OF WESTERN HILLS VILLAGE SUBDIVISION", situated in the Southeast Quarter (SE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-018-0077, being further depicted on that certain plat of survey of the Western Hills Village Subdivision, recorded on March 6th, 1973 in Book 1400, Page 443, of the Conveyance Records of Caddo Parish, Louisiana;
11) That certain tract or parcel of land containing 0.1016 of an acre, more or less, being known and designated as the west half of an abandoned in-wood road, lying between Lots 2 and 3 of "WESTERN HILLS NORTH SUBDIVISION", situated in the Southeast Quarter (SE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171502-015-0011, being further depicted on that certain plat of survey of the Western Hills North Subdivision, dated October 7, 1971, and recorded in Book 1300, Page 427, of the Conveyance Records of Caddo Parish, Louisiana;
12) That certain tract or parcel of land containing 0.3764 of an acre, more or less, being known and designated as "LOT 11 OF LONG TIMBERS SUBDIVISION", situated in the Northwest Quarter (NW/4) of Section 2, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171502-015-0011, being further depicted on that certain plat of survey of the Long Timbers Subdivision, dated August 4, 1978, and recorded in Book 1700, Page 223, of the Conveyance Records of Caddo Parish, Louisiana;
13) That certain tract or parcel of land containing 0.22 of an acre, more or less, being known and designated as "LOT 18 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171511-020-0018-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Tax Adjudication Deed dated July 8, 1992, and recorded in Book 2828, Page 396, under Entry No. 1351134, both of the Conveyance Records of Caddo Parish, Louisiana;
14) That certain tract or parcel of land containing 0.64 of an acre, more or less, situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-000-0057-00. Said tract being further described in that certain Donation dated January 23, 1973, and recorded in Book "F", Page 333, under Entry No. 583557 of the Conveyance Records of Caddo Parish, Louisiana.

The total acreage for Sections 34 and 35, Township 18 North, Range 15 West, and Sections 2 and 11, Township 17 North, Range 15 West being **125.62 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the leased premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a drilling unit which included a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

NOTE: Upon the expiration of the primary term hereof or any extension thereof by operations, this lease shall automatically terminate and be of no further force or effect except as to all that part of the leased premises then included within the geographical boundaries of a producing unit duly established by governmental agency or authority having jurisdiction, from the surface of the earth to a depth of one hundred (100) feet below the deepest depth from which any well commenced during the primary term hereof on the leased premises or on lands pooled therewith is completed and from which there is production in paying quantities, such depth determination to be made on a unit by unit basis. In the absence of units so established, this lease shall terminate except as to forty (40) acres around each producing oil well and one hundred sixty (160) acres around each producing or shut-in gas well located on the leased premises, in as near the form of a square as is practicable, from the surface of the earth down to a depth of 100 feet below the deepest depth from which said well or wells are completed and from which there is production in paying quantities, such depth determination to be made on a well by well basis.

This Lease excludes free sulfur, potash, lignite, salt and other solid minerals, and alternative energy sources including geothermal energy. Lessee shall not have any right to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits, nor any right under this Lease in regard to alternative energy sources as defined by La. R.S. 30:124.

Should this Lease, when executed or thereafter, not cover all depths as to the Leased Premises or a portion thereof, the rights of Lessor or another lessee to conduct operations for the exploration, development and production of oil, gas or other liquid or gaseous minerals as to such excluded depths shall be exercised with reasonable regard for the rights of Lessee (as provided in La. R.S. 31:11), and vice versa.

Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the Leased Premises "AS IS". Lessor has no obligation to make any repairs, additions or improvements to the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any purposes intended by Lessee or contemplated by this Lease.

Lessor reserves the right to exclude certain sites from drilling and/or production activities in areas having special wildlife, environmental, or recreational significance on State surface lands and/or water bodies.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject to the surface usage for seismic and geophysical exploration by any seismic permittee of the State whose valid permit predates the Effective Date of this Lease, but only to the extent that such permit covers all or a portion of the surface area encompassed within the geographical boundary of the Leased Premises. The said seismic permittee shall owe Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to reimburse Lessee for surface usage, but said seismic permittee shall not unreasonably interfere with Lessee's exercise of its rights acquired hereunder.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject and subservient to surface usage for integrated coastal protection or hurricane and flood protection projects promulgated, funded and/or effected through the State, the Coastal Protection and Restoration Authority, the Department of Natural Resources and/or their divisions, whether solely or in conjunction with other federal, state or local government agencies, or with private individuals or entities. Lessee shall hold the State, its departments, agencies, boards and commissions including, without limitation, the Coastal Protection and Restoration Authority, the Department of Natural Resources, the Office of Mineral Resources (***"OMR"***), the Board and their officers, employees, agents and representatives, and the United States government, its departments, agencies and divisions, together with their respective officers, employees, agents and representatives, free and harmless of and from any claims, actions and/or causes of action, except as limited by law, for loss, harm or damage to the rights of any party arising under this Lease or any other contract, permit or license of Lessee related to this Lease caused by the diversion of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection projects, or any other such action taken for the purpose of management, preservation, enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related public or renewable resources. Lessee, in the exercise of its rights granted hereunder, shall utilize the best technology commercially available, including directional drilling, so as to minimize interference with the ongoing surface usage entailed in the development, construction and maintenance of said integrated coastal protection and/or hurricane and flood protection projects.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

During the term of this Lease, Lessee shall comply with all federal, state, and local laws and regulations, whether now in effect or enacted in the future, in carrying out the provisions of this Lease.

The references in this Lease to statutes and regulations apply to the statute and regulation as such existed at the time this Lease was revised and also to any amended or successor statute or regulation.

## DEFINITIONS

For purposes of this Lease, the following definitions shall apply:

(A) ***"Acceptable Lease Operations"*** shall mean either Actual Drilling Operations or Actual Reworking Operations, as defined below, conducted on the Leased Premises in Good Faith and with due diligence. Under no circumstances shall drilling or otherwise creating salt water disposal wells constitute Acceptable Lease Operations.

(1) ***"Actual Drilling Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: (a) drilling commenced by spudding-in of a new well; (b) deepening or sidetracking of an existing well; (c) plugging back or attempted recompletion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); or (d) completing any such well, including the installation of equipment in the wellbore that is necessary to complete the well as a producer and/or to maintain downhole completion activity. The installation of flowlines or other surface facilities needed to produce the well shall not be considered as Actual Drilling Operations.

Actual Drilling Operations shall include directional drilling operations (deviation from vertical), in which event such Actual Drilling Operations shall be considered to have commenced on the Leased Premises when the drill stem penetrates beneath the surface of the Leased Premises.

Actual Drilling Operations shall be deemed to terminate on the last day downhole operations of any kind are conducted, such as drilling, testing or completion.

(2) ***"Actual Reworking Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: reconditioning, cleaning out or otherwise attempting to directly establish, increase or restore production in an existing well by downhole operations.

Actual Reworking Operations shall be deemed to terminate on the last day any such downhole operations are conducted.

(B) ***"Affiliate"*** shall mean any business concern, organization, or individual that controls, is controlled by or is under common control with Lessee or operator. The power to control is the key factor in affiliation with another business concern, whether exercised or not.

(1) Control may consist of:
(a) Shared management or ownership;
(b) Common use of facilities, equipment, and employees; and/or
(c) Family interest.

(2) Indicators of Lessee affiliates may include:
(a) Common ownership; and/or
(b) Common management and identity of interest.

(3) Power to control exists when a person or entity has fifty percent (50%) or more ownership. It may also exist with considerably less than fifty percent (50%) ownership by contractual arrangement or when a person or entity owns a large share compared to other parties.

(4) The term "Affiliate" shall also mean any business concern, organization, or individual operating a well on the Leased Premises, making royalty payments, or engaged in the sale of oil, gas or products for the Lessee or an operator.

(C) ***"Anniversary Date"*** shall mean the same date on each next ensuing year or years after the Effective Date of this Lease.

(D) ***"Good Faith"*** as used in the definition of Acceptable Lease Operations, Actual Drilling Operations and Actual Reworking Operations shall mean that each well operation must be:

(1) Commenced with reasonable expectation of discovering and producing minerals in paying quantities at a particular point or depth; and

(2) Conducted in such a manner that constitutes a single operation although actual drilling is not conducted at all times.

(E) ***"Leasehold Payments"*** shall mean Rental payments, Deferred Development Payments, Shut-In Payments and any other payments allowed to maintain this Lease in whole or in part.

(F) The term "Lessee" as used throughout this Lease, means and includes the original Lessee named in this Lease, any Affiliate of Lessee, and all assignees, heirs, successors and any Affiliate of any such assignees, heirs or successors.

(G) ***"Non-Affiliate"*** shall mean a person, company, firm or other business unit that is not an Affiliate.

(H) ***"Production in Paying Quantities"*** shall mean production of oil, gas or other liquid or gaseous minerals in paying quantities as defined by La. R.S. 31:124 from the Leased Premises, in addition, notwithstanding the provisions of La. R.S. 31:125, the amount of royalties payable on such production must also be sufficient to constitute serious or adequate consideration to the Lessor.

(I) ***"Unit"*** shall mean unitized or pooled mineral acreage by order of a governmental agency or by conventional agreement approved by Lessor.

## ARTICLE 1 – BONUS

Lessee has this day paid to Lessor a cash payment of One Hundred Eighty-Eight Thousand Four Hundred Thirty and No/100ths ($188,430.00) Dollars one-half (1/2) of which is (a) full and adequate consideration for every right granted hereunder and one-half (1/2) of which is (b) the annual Rental for the first year of this Lease.

## ARTICLE 2 – PRIMARY TERM

(A) Subject to the provisions hereof, this Lease shall be for a term of Three (3) years (***"Primary Term"***) and for so long thereafter as this Lease is maintained in force in any manner provided herein.

(B) If the Lessee is not in default under any of the terms and conditions of the Lease, the Lessee may apply to the Board in writing to extend the Primary Term of this Lease by a maximum of two (2) additional years. The Lessee must file this request to OMR not later than ninety (90) days prior to the expiration of the initial Primary Term. The Board may extend the Primary Term and said extension shall be on the same terms and conditions as set forth herein, except for any additional consideration and/or modified terms accepted by the Board for the granting of said extension.

## ARTICLE 3 - LEASE MAINTENANCE

(A) Lease Maintenance During the Primary Term:

(1) If Actual Drilling Operations or Production in Paying Quantities is not occurring on the first Anniversary Date, this Lease shall terminate unless Lessee, on or before the first Anniversary Date, pays to Lessor the sum of Ninety-Four Thousand Two Hundred Fifteen and No/100ths ($94,215.00) Dollars (***"Rental"***). Timely payment of a Rental shall extend for twelve (12) months from the Anniversary Date the time within which Actual Drilling Operations or Production in Paying Quantities must be commenced in order to maintain this Lease. If, during the Primary Term but after the first year thereof, this Lease has been maintained and Actual Drilling Operations or Production in Paying Quantities is not occurring on an Anniversary Date, this Lease shall terminate unless Lessee pays a Rental to the Lessor on or before that Anniversary Date. The Lessor is not required to give notice that Rentals are due. Rental payment by Lessee shall be made by check, draft or in a form acceptable by the Board and made payable to the order of the "Office of Mineral Resources" and delivered or mailed to OMR on or before the Anniversary Date.

(2) If Actual Drilling Operations or Production in Paying Quantities is occurring on an Anniversary Date during the Primary Term, no Rental shall be due and this Lease shall remain in effect for twelve (12) months from that Anniversary Date as if a Rental had been paid.

(3) Should Actual Drilling Operations be abandoned or suspended or Production in Paying Quantities cease at any time within a period of ninety (90) days prior to an Anniversary Date during the Primary Term, Lessee shall have a period of ninety (90) days after the date of such abandonment, suspension or cessation within which to commence or resume Actual Drilling Operations or Production in Paying Quantities on the Leased Premises, or make the Rental payment. The commencement or resumption of Actual Drilling Operations or Production in Paying Quantities or payment of Rental within the ninety (90) day period shall have the same effect as though such were commenced, resumed or Rental paid on or before the Anniversary Date.

(B) Lease Maintenance at the end of the Primary Term and Thereafter:

(1) This Lease shall terminate at the end of the Primary Term unless Acceptable Lease Operations or Production in Paying Quantities is occurring. If Acceptable Lease Operations or Production in Paying Quantities is occurring at the end of the Primary Term, this Lease shall terminate unless Acceptable Lease Operations or Production in Paying Quantities continue without a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities and their recommencement.

(2) If Acceptable Lease Operations or Production in Paying Quantities cease within ninety (90) days prior to expiration of the Primary Term or at any time after the Primary Term, and Lessee commences or resumes Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days after such cessation, this Lease will continue for so long as Acceptable Lease Operations or Production in Paying Quantities continue. If Lessee fails to commence Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days or there is a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities, this Lease shall thereupon terminate.

(3) Notwithstanding anything in Article 3(B)(1) or 3(B)(2), this Lease may also be maintained in some cases after the Primary Term in accordance with Article 3(C) (Deferred Development Payment), Article 3(D) (Shut-In Payment) and Article 5 (Force Majeure and Suspending Event).

(C) Lease Maintenance when Leased Premises included in a Unit:

(1) Notwithstanding anything to the contrary herein contained, in the event all or a portion of the Leased Premises is included by itself or with other lands in a Unit, then Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments attributed to that Unit (***"Unitized Operations"***) shall serve to maintain this Lease, pursuant to the applicable provisions found in sections (A), (B), or (D) of this Article, only as to that portion of the Leased Premises embraced in such a Unit and this Lease shall terminate as to all acreage lying outside the Unit (***"Outside Acreage"***) unless maintained as set forth herein below. For purposes of maintaining this Lease with Unitized Operations pursuant to this section, the definitions for the defined terms Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments, are expanded to include operations, production or payments attributed to wells whether located on the Leased Premises or on lands pooled or unitized therewith. As used herein, the term ***"Deferred Development Payment"*** shall mean a sum equal to one-half of the per-acre cash bonus payment made for this Lease multiplied by the number of acres in the Outside Acreage.

(2) This Lease may be maintained as to Outside Acreage as otherwise allowed under the terms of this Lease or as follows:

(a) Lessee pays the Lessor a Deferred Development Payment on or before the Anniversary Date of this Lease next ensuing after the commencement of Unitized Operations; or

(b) In the event that Unitized Operations commence within ninety (90) days before the Anniversary Date next ensuing after the commencement of Unitized Operations, Lessee shall make a Deferred Development Payment within ninety (90) days of said commencement of the Unitized Operations; or

(c) In the event that this Lease is being maintained as to Outside Acreage by Acceptable Lease Operations and/or Production in Paying Quantities, and such Acceptable Lease Operations and/or Production in Paying Quantities cease for any cause and this Lease is not otherwise maintained as to Outside Acreage under the terms of this Lease, Lessee shall, within ninety (90) days of said cessation, resume Acceptable Lease Operations and/or Production in Paying Quantities as to the Outside Acreage or make a Deferred Development Payment on or before the end of the ninety (90) day period.

(3) The Deferred Development Payment shall maintain this Lease as to Outside Acreage until the next Anniversary Date. By payment of the Deferred Development Payment on or before each succeeding Anniversary Date, this Lease may be maintained as to Outside Acreage during the remainder of the Primary Term and up to two (2) years beyond the Primary Term.

(4) Nothing contained in this Article is intended to create nor shall have the effect of creating several or separate Leases, or in any manner serve to extend, increase or limit the obligation of Lessee to protect the Leased Premises from drainage as required in this Lease or otherwise.

(D) Shut-In Payments:

(1) If at any time or times (during or after the Primary Term) there is on the Leased Premises a gas and/or oil well or wells capable of Production in Paying Quantities, but gas and/or oil is not being used, produced or marketed therefrom because of the lack of a reasonable market or production/marketing facilities (***"Qualifying Conditions"***), and if this Lease is not then being otherwise maintained, Lessee may make a request to maintain this Lease in force by making a payment at the rate of Fifty Dollars ($50.00) per acre for the acreage not otherwise maintained under the terms of this Lease (***"Shut-In Acreage"***), but in no event shall payment be less than One Thousand Dollars ($1,000.00) (***"Shut-In Payment"***). A Shut-In Payment shall maintain this Lease as to Shut-In Acreage for a period of six (6) months (***"Shut-In Period"***), during which, it shall be considered that there is Production in Paying Quantities for lease maintenance purposes only. The Shut-In Payment must be made prior to the termination of this Lease as to the Shut-In Acreage.

(2) Lessee's request to make a Shut-In Payment must clearly demonstrate proof to the Lessor the existence of the Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Lessee's request to make a Shut-In Payment requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably

withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment.

(3) Lessee may request up to a maximum of six (6) consecutive Shut-In Periods. For each subsequent request following the initial Shut-In Period, Lessee must clearly demonstrate proof to the Lessor the existence of Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Each such subsequent request requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment. Each such subsequent request must be received prior to the end of the then existing Shut-In Period, and, if authorized, shall commence upon expiration of the then existing Shut-In Period. If Lessee's subsequent request is denied, then on the last day of the then existing Shut-In Period, this Lease shall terminate unless it can be maintained under other provisions hereof. Notwithstanding the limitation upon consecutive Shut-In Periods, for compelling reasons proven to the satisfaction of Lessor, Lessee may request, and Lessor may grant an additional Shut-In Period or periods in accordance with the terms and requirements herein, with any such extension(s) to be approved via an acknowledgment Resolution of the Board, having the effect of an amendment of this Lease.

(E) Termination of Deep Rights:

(1) The Lessor may terminate this Lease on the second Anniversary Date beyond the end of the Primary Term (or, if Acceptable Lease Operations on the Leased Premises or on lands pooled or unitized therewith are ongoing within ninety (90) days before such second Anniversary Date, then upon the lapse of all such Acceptable Lease Operations for more than ninety (90) days) as to the depths lying below the stratigraphic equivalent of one hundred feet (100') below the base of the deepest stratigraphic formation that at such time is either producing or capable of production and is encountered by a well located on the Leased Premises or on lands pooled or unitized therewith; or a deeper depth agreed to by the Lessor (***"Deep Rights Acreage"***). Prior to exercising its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall send written notice of its intentions to exercise said right to the Lessee on or before the first Anniversary Date beyond the end of the Primary Term.

(2) In the event that Lessor exercises its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall have the right to enter into new agreements for the exploration and production of minerals from the Deep Rights Acreage, and in connection therewith to grant someone other than the Lessee the right to explore, develop, produce and market minerals from the Deep Rights Acreage, together with the rights of ingress and egress through the Leased Premises to conduct such operations, commensurate with the rights granted to Lessee herein, including the right to penetrate and drill through the formations above the Deep Rights Acreage. The rights retained by the Lessee and the rights granted with respect to the Deep Rights Acreage shall be exercised in such manner that neither shall unduly interfere with the operations of the other upon the Leased Premises or the Deep Rights Acreage.

## ARTICLE 4 – TRANSFERS AND ASSIGNMENTS

(A) No assignment, sublease or other transfer, in whole or in part, of any rights or interest granted to Lessee under this Lease (collectively hereinafter referred to as an ***"Assignment"***) shall be valid unless approved by Lessor in accordance with La. R.S. 30:128 and as amended. Nonetheless, an Assignment shall not include, and the prior sentence shall not apply to, the granting of a mortgage in, collateral assignment of production from, or other security interest in this Lease or the transfer of an overriding royalty interest, production payment, net profits interest, or similar interest in this Lease.

(B) An assignor, sublessor or transferor making an Assignment of this Lease is not relieved of his obligations or liabilities under this Lease unless the Lessor has discharged him expressly and in writing, notwithstanding approval of the Assignment by Lessor and regardless of any understanding, agreement, language or reference to the contrary set forth in the terms and conditions of the Assignment.

(C) All terms, provisions, conditions, duties, responsibilities and obligations of this Lease shall be binding upon and inure to the benefit of an assignee(s), sublessee(s) and transferee(s) to the extent of the interest acquired.

## ARTICLE 5 – FORCE MAJEURE AND SUSPENDING EVENTS

(A) (1) If, at any time this Lease is being maintained by Acceptable Lease Operations and/or Production in Paying Quantities, and Lessee is prevented from continuing Acceptable Lease Operations and/or Production in Paying Quantities by the occurrence of a Force Majeure or Suspending Event as defined in this Article, (***"Incident"***), and Lessee cannot maintain this Lease under any other operative provision of this Lease, such as the Rental payment, Deferred Development Payment or Shut-In Payment, then and only then shall the date for Lessee to re-commence Acceptable Lease Operations and/or Production in Paying Quantities in order to maintain this Lease be postponed on a day-for-day basis for so long as the adverse effects of the Incident continue, providing that Lessee provides OMR with notice in accordance with section (B) of this Article and that Lessee is diligently, reasonably and in good faith attempting to mitigate and eliminate the effects of the Incident. The occurrence of an Incident shall not maintain this Lease for more than twelve (12) months from the date of the Incident onset unless extended by Lessor.

(2) A determination as to whether Lessee can utilize this Article and whether Lessee has complied with the requirements thereof is at the sole, reasonable discretion of Lessor. In making such a determination, Lessor shall not consider Lessee's financial inability to comply with any of the obligations of this Lease and an increase in costs of performing the obligations set forth in this Lease shall not constitute circumstances beyond Lessee's control.

(B) Within ninety (90) days of the Incident onset, Lessee shall submit a written notice containing the following: (1) the onset date, description and nature of the Incident; (2) the effects preventing continuation of Acceptable Lease Operations or Production in Paying Quantities; (3) a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations and/or Production in Paying Quantities; (4) an estimated time for resumption of Acceptable Lease Operations or Production in Paying Quantities; and (5) any other information or documentation evidencing the existence of the Incident requested by Lessor. Notice given beyond ninety (90)

days shall not be considered reasonable notice and the application may be denied by Lessor barring consequential extenuating circumstances.

(C) Every thirty (30) days following the notice required in section (B) of this Article, Lessee shall be required to submit written, detailed reports on a monthly basis to OMR giving therein a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations or Production in Paying Quantities. If the reports are not timely submitted or if Lessee did not attempt in good faith to mitigate the effects of the Incident, Lessor, after notice and opportunity to be heard, may declare the Incident recognition to be ended and that Lessee may not after such failure utilize this provision to excuse any failure to comply with any obligations of this Lease relating to the particular Incident involved.

(D) A ***"Force Majeure"*** event, as herein utilized, shall be a fortuitous event that is beyond Lessee's control and is not ultimately determined to be caused by Lessee or due to Lessee's negligent or intentional commission or omission, or failure to take reasonable and timely foreseeable preventative measures that would have mitigated or negated the effects of the event. An example of a Force Majeure event may include, depending on the specific circumstances involved: (1) a major storm, major flood or other similar natural disaster; or (2) a major accident such as a blowout, fire or explosion.

(E) A ***"Suspending Event"***, as herein utilized, shall be: (1) the lack of availability, after Lessee has diligently, timely and in good faith attempted to secure same, of any required equipment and/or personnel, such as the specific type of rig or specific type of casing or drill pipe; or (2) the unreasonable delay by any government agency or political subdivision in granting permits necessary for Acceptable Lease Operations or Production in Paying Quantities; or (3) an order of any federal or state court of competent jurisdiction preventing Acceptable Lease Operations or Production in Paying Quantities; or (4) the act of a third party, not under the control or at the instigation of Lessee, in shutting down and unreasonably refusing to reopen any facility through which hydrocarbons from this Lease are necessarily passed as part of production (and provided there is no other reasonably economical method of carrying on production); or (5) other events not described herein that are recognized by Lessor.

## ARTICLE 6 – UNITS

(A) Lessee may include all or a portion of the Leased Premises within a Unit. Nonetheless, Lessee must obtain Lessor's approval prior to including all or a portion of the Leased Premises in a Unit through a conventional agreement.

(B) If Lessee applies for, gives notice of the intent to apply for, or receives notice of an application to the Commissioner of Conservation for the creation, dissolution, or modification of any Unit that includes, or is seeking to include or exclude, all or a portion of the Leased Premises, Lessee shall provide Lessor with copies of same, in addition to any information attached thereto. If Lessee is the applicant, said copies shall be furnished to Lessor either at the time the application or notice is filed with the Commissioner of Conservation or at the time required by applicable orders or regulations of the Commissioner of Conservation for furnishing such information, whichever is earlier; if Lessee is not the applicant, said copies shall be furnished to Lessor promptly after Lessee receives copies of such application or notice. For a Unit created by an order of the Commissioner of Conservation, which includes all or a portion of the Leased Premises, Lessee shall furnish Lessor a survey plat of each Unit so created.

## ARTICLE 7 – PROTECTION AGAINST DRAINAGE

(A) Lessee agrees to protect the Leased Premises from drainage of oil, gas or other liquid or gaseous minerals by a well producing from adjacent or nearby property ***("Adjacent Well")*** not owned by Lessor and not included in a Unit (***"Drainage"***). It shall be presumed, subject to rebuttal by Lessee, that Drainage is occurring if the Adjacent Well is producing within six hundred and sixty feet (660') of the Leased Premises (or within any spacing or pooling unit distance greater than six hundred and sixty feet (660') established by the Commissioner of Conservation), provided such well is not exempt from Statewide Order 29-E spacing requirements. This presumption shall not serve to limit or preclude Lessee's obligation to protect the Leased Premises from Drainage in cases where the facts giving rise to the presumption do not exist.

(B) In order to satisfy its obligation to protect from Drainage, Lessee shall, within one hundred twenty (120) days after the completion date of the Adjacent Well, begin Actual Drilling Operations for a well drilled to a depth necessary to protect the Leased Premises from Drainage, if a reasonably prudent operator would drill such a well (***"Offset Well"***). If Lessee is not an operator or does not have an interest in the Adjacent Well, the Lessee shall be required to begin such operations within one hundred twenty (120) days after receipt of written notice from Lessor.

(C) Lessee may delay the drilling of an Offset Well for a period not to exceed one (1) year by making payments to Lessor in the same manner and amount equal to one-half (1/2) the royalties Lessee would have to pay pursuant to this Lease, as if the production being obtained from the Adjacent Well was being obtained from a well producing from the Leased Premises (***"Offset Royalties"***). Offset Royalties are intended to permit Lessee time to further evaluate the producing Adjacent Well, and the payment of Offset Royalties shall not of itself serve to maintain this Lease if not otherwise maintained.

(D) The obligation to protect the Leased Premises from Drainage and the requirements of this Article shall be satisfied with respect to a particular Adjacent Well on the date that Lessee either releases the affected portion of the Leased Premises or initiates unitization proceedings to include all or a portion of the Leased Premises within a Unit in which the particular Adjacent Well is serving as the Unit well. Any damages from Drainage occurring prior to the date such a release is executed or such Unit is created are owed by the Lessee to the Lessor.

## ARTICLE 8 – LESSEE REPORTING

(A) Lessee shall furnish Lessor, upon request, well and survey data reasonably available to Lessee relating to the Leased Premises or lands pooled therewith including, but not limited to: (1) all wire line surveys and all (open and cased hole) logs run in the well in paper and digital formats to be determined by Lessor; (2) directional surveys; (3) mud logs and core descriptions of both sidewall samples and conventional cores; (4) drill stem and production test data; (5) daily drilling reports (to be supplied weekly); and (6) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. Upon request, Lessee also shall furnish Lessor with any and all other information reasonably available to Lessee to

keep Lessor informed of Lessee's compliance with the provisions of this Lease and operations on the Leased Premises. To the extent allowed by law, Lessor agrees to keep confidential any information submitted under this Article that is not already part of the public domain.

(B) Nothing in this Article shall require Lessee to furnish or permit inspection of Lessee's interpretation of the information referred to above. Lessor's representatives shall have access, at reasonable times and intervals, to examine and inspect Lessee's information and operations being conducted on the Leased Premises or lands pooled or unitized.

## ARTICLE 9 – ROYALTY

(A) Unless Lessor elects to take in-kind all or any part of the portion due Lessor as royalty on minerals produced, saved, sold, utilized or severed hereunder pursuant to La. R.S. 30:127(C), which option may be exercised at any time and for any duration upon written notice to Lessee, Lessee shall pay royalty to the Lessor as follows:

(B) Royalty On Oil:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral, produced, saved, sold, utilized or severed from, or attributable to, the Leased Premises. When such oil is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such oil shall be the price received by Lessee for such oil under the contract. If such oil is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the oil shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such oil, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for oil of like kind and quality from the field from which such oil is being produced, or if no oil is being sold from that field, the average of prices paid for oil of like kind and quality in the three (3) nearest fields in which oil of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of oil.

(2) Lessee shall place oil produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said oil any costs associated with putting the oil into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for oil means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area.

(3) Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such oil is run. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of oil: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; (c) costs incurred for pumping, lifting, recycling, handling, treating, separating, dehydrating, removing contaminants, or in any way processing oil production to put it in marketable condition; and (d) the cost of storage on the Leased Premises or in the field. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible.

(4) If Lessee delivers such oil at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such oil the reasonable, actual, unreimbursed costs of transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate party. If such transportation is by means of facilities owned or co-owned by the Lessee or an Affiliate, Lessee may deduct from the value of oil a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(C) Royalty On Gas:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. When such gas is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such gas shall be the price received by Lessee for such gas under the contract. If such gas is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the gas shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such gas, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three (3) nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of gas. Notwithstanding anything contained in this Article to the contrary, payment of royalty to Lessor shall not be due on gas vented or flared in accordance with the requirements of Office of Conservation's Statewide Order No. 45-I-A (LAC 43:XIX Chapter 35) in effect now and as amended.

(2) Lessee shall place gas produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said gas any costs associated with putting the gas into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for gas means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area, or when the gas meets the location, quality and pressure specifications for transmission into an interstate pipeline or processing facility.

(3) Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such gas is produced. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of gas: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; and (c) costs incurred for lifting, recycling, separating, treating, dehydrating, removing contaminants, amine treating, glycol, methanol and chemical injection, or in any way processing gas production to put it in marketable condition. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible. Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

(4) If Lessee delivers such gas at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such gas the reasonable, actual, unreimbursed costs for transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate. If such transportation is by means of facilities owned by the Lessee or an Affiliate, Lessee may deduct from the value of gas a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(D) Royalty On NGLS:

(1) Gas produced hereunder, including casinghead gas, may be processed in a gasoline or other extraction plant in or serving the field; and natural gasoline, natural gas liquids or other products (***"NGLs"***), may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. Lessor shall be paid a royalty on all residue gas remaining after such processing or extraction pursuant to the amount and terms set forth in section (C) of this Article. Lessee shall pay the Lessor Twenty Percent (20%) as royalty on the value, as hereinafter provided, of NGLs processed or extracted from all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. If Lessee enters into an arm's length contract with a Non-Affiliate for the processing of gas, which is prudently negotiated under the facts and circumstances existing at the time of execution, and under which such party retains in kind a portion of the NGLs recovered from or attributed to such gas as consideration for processing, Lessee shall pay such royalty on the NGLs allocated to Lessee under such contract. If Lessee enters into a contract for processing gas with an Affiliate, or if the contract is not arms' length or is not prudently negotiated under the facts and circumstances existing at the time of execution, Lessee shall pay the royalty on the total NGLs recovered.

(2) The value of the NGLs shall be the price received by Lessee if sold to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution. If the NGLs are sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the NGLs shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, or if the NGLs are not sold under any contract, the value of NGLs, including all premiums and consideration in whatever form, shall be calculated on the basis of Oil Price Information Service (OPIS) at Mont Belvieu, Texas, on the date sold. If at a future date, an industry recognized and accepted index posting changes to something other than OPIS at Mont Belvieu, Texas, a new standard may be agreed to by the parties to this Lease.

(3) If the gas is processed by a Non-Affiliate under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution, the charges deducted shall be those provided in such contract, and those charges may include, but are not limited to, a combination of processing and retention of NGLs by the processor. If the gas is processed at a facility owned or co-owned by an Affiliate, or is processed pursuant to a non-arms' length contract with an Affiliate, or if the contract was not prudently negotiated under the facts and circumstances existing at the time of execution, the charges to be deducted shall include only the Lessor's proportionate part of: (1) the direct cost of operating and maintaining the plant, computed annually, including cost of labor and on-site supervision, materials, supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the plant computed over the life or lives of the field or fields served by the plant, or by such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem taxes.

(E) General Provisions Applicable To All Royalty:

(1) Lessee shall report all production of hydrocarbons and associated liquid or gaseous minerals from, or attributable to, this Lease to the Production Audit Division of the Office of Conservation and to the Mineral Income Division of the Office of Mineral Resources by appropriate forms containing both LeaseUnitWell (***"LUW"***) code and well serial number. Failure to report production as herein specified shall be deemed "improper reporting" which shall subject Lessee to the penalty as allowed by law or this Lease.

(2) If Lessee receives compensation for any function, process or liability related to production from the Leased Premises without the right given herein to deduct the costs related to such compensation, such compensation amount shall be included in the value for such production type when computing royalties.

(3) Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(4) The first payment of royalty shall be made within one hundred twenty (120) days following commencement of production. In the case of any production which has occurred prior to the Effective Date, but which is deemed to be covered by this Lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within one hundred twenty (120) days from the Effective Date. Thereafter, royalty on oil, including condensate or other liquid mineral,

shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including NGLs extracted or processed from gas, shall be paid on or before the 25th day of the second month following that in which such gas was produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by La. R.S. 31:137 through 142 and La. R.S. 30:136 relative to notice, damages, penalty, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(5) Lessee may recycle gas or liquid hydrocarbons produced from the Leased Premises for gas and/or oil lift purposes on the Leased Premises or for injection into any oil or gas producing formation underlying the Leased Premises for stimulating the production of oil or for secondary recovery purposes and no royalties shall be payable on the gas or liquid hydrocarbon so recycled until such time as the same may thereafter be severed from, produced, saved, sold, or utilized by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this Lease.

(6) Lessee must exercise due diligence and make reasonable efforts to market all production from the Leased Premises to obtain the best price reasonably available. Lessee cannot charge Lessor any cost for the time and resources expended in the performance of this obligation, such as, but not limited to, the charging of a marketing fee.

## ARTICLE 10 – AUDIT RECORDS

Lessee shall establish and maintain in an organized manner all records, reports and other information reasonably relevant to its calculation of royalties, deductions and/or other sums due by Lessee under the terms of this Lease for a period of ten (10) years after the records are generated unless OMR notifies the Lessee that it has initiated an audit or investigation involving such records and that such records must be maintained for a longer period. In any case, when an audit or investigation is underway, records shall be maintained until OMR releases the Lessee of the obligation to maintain such records. Upon reasonable notice, Lessor, through OMR, shall have the right to access such records in the manner and format they are regularly maintained in the ordinary course of business for the purpose of review, duplication and/or audit. To the extent allowed by law, all such records, reports and other information provided for review, duplication, or audit shall be maintained by OMR personnel in strict confidence.

## ARTICLE 11 – LEASE ACCESS

(A) Pursuant to La. R.S. 30:127(G), Lessee shall maintain and preserve the public's access to public waterways throughout the State lands covered by this Lease.

(B) Lessee shall grant Lessor, or any other person or entity acting on behalf of Lessor, access at all reasonable times via any road or waterway to inspect the Leased Premises to ensure compliance with all Lease requirements or to exercise any right reserved explicitly or impliedly in this Lease.

(C) Lessor retains the right to sell, exchange, transfer, or otherwise dispose of all or any portion of the Leased Premises and all rights in the Leased Premises not expressly granted to Lessee or necessarily implied by this Lease. Further, Lessor shall have the right to use any and all portions of the Leased Premises for any purpose or to issue rights-of-ways and servitudes upon the Leased Premises provided doing so does not unreasonably interfere with the rights of Lessee.

## ARTICLE 12 – LESSOR'S RIGHTS

The mention of any express obligation of Lessee herein shall never be construed as affecting any implied obligation which Lessee may otherwise owe Lessor hereunder, but shall be considered as being in addition thereto. Similarly, the mention of any right or remedy of Lessor herein shall not preclude Lessor from exercising any other right or remedy to which Lessor might otherwise be entitled; and no failure of Lessor to enforce any provision of this Lease shall operate as a waiver of Lessor's right to thereafter enforce such provision or any other provision.

## ARTICLE 13 – SURFACE USE AND RESTORATION

(A) Surface Use:

(1) Lessee shall comply with and be subject to all applicable state and federal laws and regulations, in effect now and as amended, and all laws and regulations enacted after the Effective Date of this Lease which govern: exploration and production (or where applicable, hazardous or industrial) waste disposal, storage, treatment, transportation, or management; environmental quality (regardless of the environmental media involved), oil and gas conservation, navigation, archeological resources, cemeteries, coastal resource management, and wetlands protection and restoration.

(2) Lessee shall conduct operations as a prudent operator using standard industry practices and procedures and proper safeguards and take all reasonably necessary preparations and precautions to prevent and remedy pollution, fire, explosion, and environmental damage to the Leased Premises. Lessee shall be responsible, without limitation, for all damage to the Leased Premises caused by its operations including, but not limited to loss or damage to timber, crops, roads, buildings, fences, bridges, soil, surface and subsurface water, aquifers and vegetation, and also all environmental damage as that term is defined in La. R.S. 30:29. This responsibility shall be irrespective of whether such damage is due to negligence, or to the inherent nature of Lessee's activities or operations or other reason(s).

(3) Lessee shall report all unpermitted and reportable discharges on the Leased Premises as required by applicable state and federal environmental and conservation statutes and regulations to the Lessor and any other legally required entity.

(4) Lessee shall, at its sole cost and expense, keep and maintain all improvements on the Leased Premises utilized, owned, placed and/or caused to be placed by Lessee and all facilities appurtenant to such improvements in good order and repair and in the appropriate condition for the safe conduct of any activities or enterprises conducted on the Leased Premises pursuant to the rights granted hereunder, and any applicable state or federal laws.

(B) Restoration:

(1) Lessee shall be obligated to plug and abandon all wells owned, utilized, placed or caused to be placed by the Lessee on the Leased Premises no longer necessary for operations or production; to remove from the Leased Premises all structures and facilities owned, utilized, placed or caused to be placed by Lessee which are no longer utilized for operations or production on the Leased Premises; and to restore the Leased Premises, as near as practicable, to the condition existing on the Effective Date of this Lease ( ***"Restoration Obligations"***), all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. Lessee shall complete the Restoration Obligations within one (1) year commencing on the earliest of the following dates: (a) the date said wells, structures or facilities are no longer necessary for operations or production on the Leased Premises or lands pooled or unitized therewith; or (b) the date this Lease has expired, terminated or been released (whichever occurs first) as to all or a portion of the Leased Premises. The failure of the Lessee to timely complete the Restoration Obligations shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the State for plugging said wells or removing said structures or facilities, but in no instance shall title to or ownership of said facilities automatically vest in or transfer to the State nor shall said wells, structures or facilities be deemed "improvements" to the Leased Premises for purposes of vesting title in same to the State.

(2) Lessor recognizes Lessee's right to draw and remove casing from wells and, further, to remove any structures and facilities no longer utilized in operations or production on the Leased Premises.

## ARTICLE 14 - FINANCIAL SECURITY

(A) In accepting this Lease and its terms, Lessee agrees that Lessee or an operator drilling on the Leased Premises shall provide financial security for the plugging and abandoning, and associated site restoration of each well drilled. Lessee's obligation to provide financial security also is required upon a change of operatorship of a well on the Leased Premises.

(B) Lessee's obligation under this Lease to provide financial security for the plugging and abandoning, and associated site restoration, of each well, drilled shall be satisfied by fully establishing and maintaining financial security of a nature, to the extent, and in the amount required to comply with the applicable statutes, rules and regulations of the Louisiana Office of Conservation.

(C) Lessee shall furnish to Lessor, upon request, evidence of the financial security so provided to the Louisiana Commissioner of Conservation.

## ARTICLE 15 - GENERAL LIABILITY INSURANCE

(A) Lessee, at its sole expense, shall purchase and maintain in full force and effect, throughout the Operational Term and continuing until all Lease obligations are fulfilled, a policy(s) of commercial general liability insurance having a minimum limit per occurrence of One Million Dollars ($1,000,000.00) and excess liability insurance having a minimum limit per occurrence of Two Million Dollars ($2,000,000.00) (or such lower limits as deemed reasonably appropriate and necessary by Lessor after notice and Board review). This policy(s) shall identify Lessor as an additional insured, be applicable to the Leased Premises and provide coverage, except as may be limited by law, to Lessor and Lessee against claims for bodily injury, death and property damage, and for pollution incidents of a sudden and accidental nature causing such harm that may arise from or in connection with the development and production activities and operations conducted pursuant to this Lease by Lessee, its operators, contractors, employees, agents, representatives and their successors and assigns.

Documents evidencing satisfaction of the requirements of this section shall be provided to Lessor prior to commencement of the Operational Term, with the "Certificate Holder" listed as:

State of Louisiana
Office of Mineral Resources
LaSalle Building – 8th Floor
617 North Third Street
Baton Rouge, Louisiana 70802
Ref: State Lease No. _____

For purposes of this Article, the ***"Operational Term"*** shall commence upon the initiation of any surface activity on the Leased Premises in furtherance of the development and production of oil and gas including, but not limited, to surveying, mobilization, location preparation and other such activities preliminary to development of this Lease.

(B) At the discretion of Lessor, Lessee may be authorized to satisfy the requirements of this Article by means of self-insurance. Such authorization will not be unreasonably withheld if Lessee is able to demonstrate sustained financial stability and satisfy all other requirements of Lessor.

(C) The insurance coverage required hereby shall be provided at Lessee's sole expense and the insurer shall have no recourse against Lessor for payment of premiums or any assessments required by the policy(s). Deductibles and/or self-insured retentions must be reasonable, within industry standards and, upon request, disclosed by Lessee to Lessor, with Lessee solely responsible for paying all such deductibles and/or self-insured retentions.

(D) Unless Lessor gives its written consent otherwise: (1) the insurance coverage required hereby of Lessee shall be provided by a company authorized to do business in the State of Louisiana having an A.M. Best rating of A-:VI or higher (or a comparable rating by another rating agency acceptable to Lessor); and (2) at any time, if an insurer issuing such policy(s) does not meet the minimum A.M. Best rating, Lessee shall obtain a substitute policy(s) with an insurer possessing such rating and submit a substitute Certificate of Insurance in compliance herewith.

(E) Lessee shall furnish to Lessor, on an annual basis within thirty (30) days of the policy's annual renewal date, a "Certificate(s) of Insurance" fully completed and signed by the insurer's authorized representative evidencing satisfaction of the insurance coverage requirements of this Article. Additionally, upon request, Lessee shall provide to Lessor the "Declaration Page" and the "Cancellation Endorsement" for the policy(s).

## ARTICLE 16 – TITLE DISPUTES

(A) Notwithstanding any provision herein to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either express or implied. It is expressly agreed that Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor. Lessor hereby disclaims any covenant of quiet enjoyment or peaceful possession of the Leased Premises.

(B) In the event of a bona fide dispute or litigation involving Lessor's ownership or title to any portion of the Leased Premises, Lessee agrees to promptly notify Lessor, in writing, and provide any information and/or documentation in Lessee's possession or to which Lessee has access regarding such dispute, including the identity of the adverse claimant(s) and the nature of the dispute.

(C) During the pendency of and through resolution of the dispute or litigation, Lessee shall comply with all terms, provisions and requirements of this Lease, including the payment of royalty, and shall be deemed in default of payment of royalty if Lessee suspends or stops making royalty payments. However, in lieu of making said payments directly to Lessor, Lessee may:

(1) Request and obtain authorization from Lessor to suspend the direct payment of royalty due on the production attributable to the disputed acreage, deposit the royalty payments into an interest bearing escrow account at an FDIC insured financial institution having a presence within the State and fully comply with the title dispute protocol approved by Lessor; or

(2) Initiate a concursus proceeding and deposit the royalty payments attributable to the disputed acreage into the court registry; or

(3) Take other action as authorized by Lessor.

(D) Nothing herein is intended to waive, release, relinquish or in any way diminish any rights Lessor may have to review, examine, audit, dispute, challenge or contest any payments made or not made by or on behalf of Lessee on the production attributable to the disputed acreage. In the event an audit or other examination should reveal that the sums deposited into an escrow account or into the registry of the court are incorrect, Lessee shall remain fully responsible for all royalty amounts determined to be due and owing, and may be subject to payment of interest and penalties as required by law or the terms of this Lease.

(E) Upon termination of any escrow authority, concursus proceeding or other action authorized by Lessor, royalty payments due on the production attributable to the disputed acreage shall be made directly to Lessor in accordance with the provisions of this Lease or the terms of any settlement or final unappealable judgment that resolves the title dispute.

## ARTICLE 17 - TERMINATION AND RELEASE

(A) Lessee may release all or any portion or portions of the Leased Premises at any time this Lease is in effect and thereby be relieved of all obligations thereafter accruing under this Lease as to the portions surrendered; however, no partial release shall reduce or otherwise affect the amount of Rentals required to maintain this Lease during the Primary Term thereof. Nor shall any release of this Lease, in whole or in part, relieve the Lessee of any obligations to plug and abandon wells, restore the Leased Premises, or any other obligations arising under Louisiana Commissioner of Conservation orders, decisions, or regulations pertaining to the remediation of well sites.

(B) Within ninety (90) days after termination of this Lease as to any portion of the Leased Premises, either during or after the Primary Term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the Leased Premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred Dollars ($100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove. Lessee, hereby waives any further notice of default or otherwise and confesses judgment as regards the liquidated damages accruing as herein set forth.

(C) Within ninety (90) days after termination of this Lease as to any portion of the Leased Premises, either during or after the Primary Term, Lessee shall submit to OMR a listing of all unplugged wells and facilities owned, or placed and/or caused to be placed by Lessee on the acreage released and a written preliminary plan which sets forth the Lessee's schedule for complying with its Restoration Obligations of the Leased Premises.

## ARTICLE 18 – NOTICES

(A) All notices required by this Lease or by law to be served on, given to, or delivered shall be in writing and shall be properly addressed to the Lessee(s) at the last address provided to OMR pursuant to La. R.S. 30:123.1 or section (B) of this Article or to OMR at 617 N. 3rd Street, LaSalle Building, 8th Floor, Baton Rouge, Louisiana 70802 or P.O. Box 2827, Baton Rouge, Louisiana 70821-2827. Such notices shall be deemed effective and delivered: (i) upon receipt if delivered personally; or (ii) if properly addressed, upon deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested; or (iii) if properly addressed, one (1) business day after it is sent by recognized commercial overnight courier service.

(B) Each Lessee(s) desiring to change its physical and/or mailing address shall be responsible for providing OMR with the new address. Written notice pursuant to this section is required ten days prior to the effective date of the address change and must be transmitted in accordance with section (A) of this Article.

(C) Upon an Assignment, Lessee(s)/assignor(s) and/or the assignee(s) shall ensure that the information required pursuant to La. R.S. 30:123.1 for the assignee(s) is current for purposes of notice herein.

(D) Failure of Lessee to update and/or maintain accurate contact information shall not invalidate any notice given by OMR.

## ARTICLE 19 – INDEMNITY AND HOLD HARMLESS

Lessee unconditionally agrees to respond to, investigate, defend, protect, save, indemnify, and hold free and harmless the State, the Department of Natural Resources, the Board, OMR and the officers, employees, agents and representatives of Lessor from any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of Lessee or any of Lessee's officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations pursuant to the rights granted by this Lease.

This general indemnity provision is in addition to and shall not be limited in any way by any specific indemnity provision contained elsewhere within this Lease.

## ARTICLE 20 - EXECUTORY CONTRACTS

Lessor and Lessee herein agree that for so long as this Lease remains in full force and effect, it is deemed to be an executory contract and an unexpired Lease within the meaning of Section 365 of the United States Bankruptcy Code.

## ARTICLE 21 – LAW AND FORUM

Lessee agrees that the terms and provisions of this Lease shall be construed in accordance with the laws of the State of Louisiana. Lessee further agrees that any litigation arising in connection with this Lease and to which the State is a party shall be instituted before the Nineteenth Judicial District Court in the Parish of East Baton Rouge, unless such litigation is required to be filed in or is removed to a federal court of this State.

Lessee further agrees that the rule of construction requiring that the terms and provisions of an instrument be construed against the drafting party is not and shall not be applicable to this Lease.

## ARTICLE 22 – SEVERABILITY

This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, by final judgment of a court of competent jurisdiction or pursuant to any applicable law, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties. The parties agree that the Lease shall then be reformed to replace such severed provision with a valid, lawful and enforceable provision that comes as close as possible to expressing the intent of the severed provision.

## ARTICLE 23 –MULTIPLE ORIGINALS

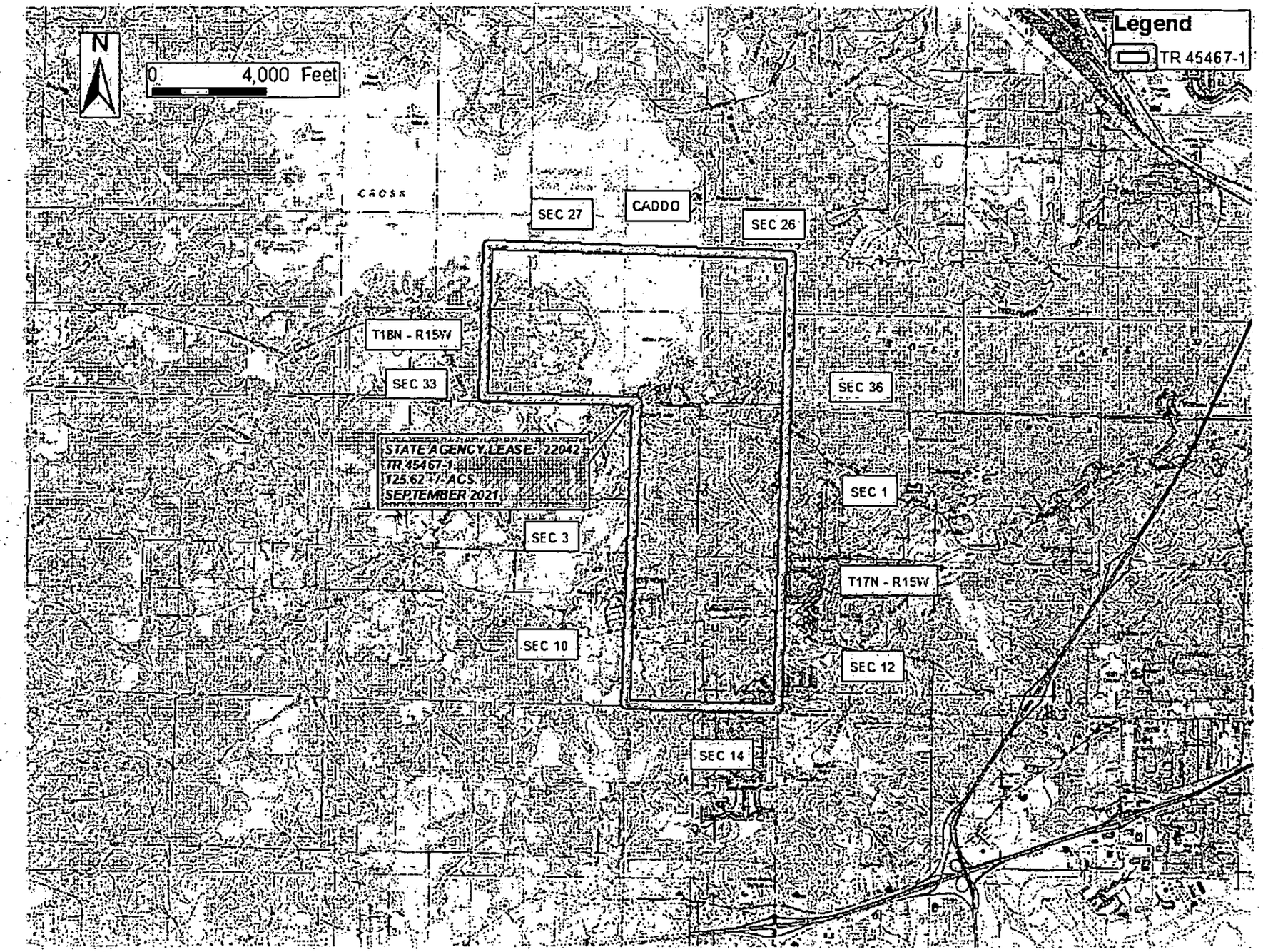
This Lease may be executed in multiple originals, each of which is intended to have the same force and effect.

## ARTICLE 24 - SECURITY INTERESTS/LESSOR'S LIEN

(A) In order to secure all of Lessee's monetary obligations under this Lease to Lessor, including particularly payment of royalties, Lessee does hereby grant a first ranking security interest in, and specifically pledges and assigns in favor of Lessor, a first priority lien and security interest in Lessee's interest in (i) all of the minerals that are extracted from the Leased Premises or lands pooled therewith and which are attributable to the Lease and (ii) all proceeds from the sale or other transfer of any such minerals, whether such proceeds are held by Lessee or a third party (collectively "Lessor's Security Interest").

(B) Lessee further acknowledges the right of, and hereby authorizes, Lessor to file UCC financing statements covering Lessor's Security Interest. Promptly upon execution of this Lease, Lessee will file with the clerk of court of any parish a UCC financing statement for Lessor's Security Interest and deliver a recorded copy of said UCC financing statement to Lessor within ten (10) days of recording the Lease. Lessee will execute and record any other documents reasonably requested by Lessor to perfect Lessor's Security Interest. It is further agreed that Lessor may exercise all of the rights of a secured party under Louisiana law (including particularly under the Louisiana Uniform Commercial Code-Secured Transactions contained in R.S. 10:9-101 et seq.) with respect to Lessor's Security Interest.

(C) Lessee further represents and warrants that at the time of execution of this Lease there are no prior or superior liens or security interests and that at the time the UCC financing statement for Lessor's Security Interest is filed in the UCC records of any parish, there will be no prior or superior liens or security interests to Lessor's Security Interest, including such liens or security interests arising from, or relating to, Lessee's activities under this Lease and/or Lessee's acquisition of this Lease. Should Lessor determine that this representation and warranty is not true and correct, or if Lessee fails to timely make any and all payments due to Lessor under this Lease, then Lessor may exercise any and all rights under this Lease and/or under Louisiana law to seek recovery of all sums due, plus legal interest, from the date(s) due until paid, and all costs and its reasonable attorney fees, and/or to file suit to have this Lease dissolved and/or terminated in accordance with the Louisiana Mineral Code, and to recover all costs and its reasonable attorney fees related thereto.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TR 45467-1
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SEPTEMBER 2021
SEC 1
SEC 3
T17N - R15W
SEC 10
SEC 12
SEC 14

State Agency Lease No. 22042

THUS DONE, READ, ACCEPTED AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the 13th day of October, A.D., 2021, which shall be the date of this lease for all purposes.

WITNESSES as to the signature of Lessor:

Brian M. Jackson

Brandy Arledge

STATE MINERAL AND ENERGY BOARD

BY: Jamie S. Manuel Secretary

Lessor

For: City of Shreveport

Lessor

WITNESSES as to the signature of Lessee:

Print or Type Name Here: Jake Stevenson

Print or Type Name Here: Neal P. Hamilton

For: ~~Pine~~ Wave Energy Partners Operating, LLC

Lessee

Print or Type Name Here: Stephen P O'Neal

WITNESS FORM OF
ACKNOWLEDGMENT FOR STATE MINERAL AND ENERGY BOARD

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, personally came and appeared: Brandy Arledge, who by me first duly sworn, deposed and said:

That she/he is one of the witnesses to the execution of the foregoing instrument that he/she saw Jamie S. Manuel sign said instrument as Secretary of the State Mineral and Energy Board for and on behalf of City of Shreveport in the presence of appearer and Brian M. Jackson, the other subscribing witness.

Sworn to and subscribed before me, on this the 14th day of October, 2021.

James J. Devitt, III
Notary No. 8973
State of Louisiana
Commissioned for Life

James J. Devitt, III
Notary #8973

Brandy Arledge

WITNESS FORM OF
ACKNOWLEDGMENT FOR CORPORATE LESSEE

STATE OF Texas
County OF Tarrant

Before me, the undersigned authority, personally came and appeared Jake Stevenson, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw Stephen O'Neal execute said instrument as Executive VP of Pine Wave Energy Partners Operating, LLC as the free act and deed of said corporation in the presence of appearer and Neal P. Hamilton, the other subscribing witness.

Sworn to and subscribed before me, on this the 7 day of December 2021.

HILARY VALENTIN
Notary Public, State of Texas
Comm. Expires 05-02-2022
Notary ID 131553013

Hilary Valentin
Notary Public

Print or Type Name Here: Jake Stevenson

ACKNOWLEDGMENT FOR INDIVIDUAL LESSEE

STATE OF _____
_____ OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw _____ execute said instrument as his own free act and deed in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me, on this the
____ day of _____, _____.

_____
Notary Public

_____
Print or Type Name Here: _____

C 3803

# MEMORANDUM OF OIL AND GAS LEASE

**State:** Louisiana

**Parish:** Caddo

**Lessor:** City of Shreveport
505 Travis Street,
Shreveport, LA 71101

**Lessee:** Alternate Fuel Systems of Louisiana, Inc.
400 Travis Street, Suite 2000,
Shreveport, LA 71101

**Effective Date:** August 13, 2004

Gary Loftin
Caddo Parish Clerk of Court
2003061
10/14/2005 02:42 PM

K. B. LEBLANC
DEPUTY CLERK

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the parish and state named above:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A
PART HEREOF, FOR DESCRIPTION OF PROPERTY.

The Oil and Gas Lease (the "Lease") is for a primary term of three (3) years from the Effective Date stated above, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee.

This Memorandum is signed by Lessee as of the date of acknowledgment of its signature, but is effective for all purposes as of the Effective Date stated above.

**LESSEE:**

ALTERNATE FUEL SYSTEMS
OF LOUISIANA, INC.

By: _____
FRANK GOLDSBERRY, President

WITNESSES:

G. G. NESBITT, III

THOMAS G. ORTIZ

STATE OF LOUISIANA

PARISH OF Caddo

On this 12th day of October, 2005, before me personally appeared FRANK GOLDSBERRY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ALTERNATE FUEL SYSTEMS OF LOUISIANA, INC., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires:

At Death

Jeanette Crank
NOTARY PUBLIC

JEANETTE CRANK, Notary Public
Caddo Parish, Louisiana
My Commission is for Life
Notary ID # 002298

## EXHIBIT "A"

## ELSTON PARTITION

Lot Nos. 12, 13, 14, 15, 16, 17 and 18 of the Mrs. E. O. Elston Estate Partition South and East of the T & P Railroad, Section 29, Township 17 North, Range 14 West, located in the North 3/4 E/2 E/2 of said Section 29, identified by a plat dated June 30, 1948, recorded under Instrument No. 30293, Book 600, Page 211 of the Conveyance Records of Caddo Parish, Louisiana, containing 16.21 acres, more or less. **Geo #'s 171429-0001-0021-00, 171429-0001-0023-00, 171429-0001-0025-00, 171429-0001-0027-00, 171429-0001-0029-00, 171429-0001-0031-00, and 171429-0001-0033-00.**

END OF EXHIBIT

C 3803

# MEMORANDUM OF OIL AND GAS LEASE

Gary Loftin
Caddo Parish Clerk of Court
2003058
10/14/2005 02:41 PM

**State:** Louisiana

**Parish:** Caddo

**Lessor:** City of Shreveport
505 Travis Street,
Shreveport, LA 71101

**Lessee:** Alternate Fuel Systems of Louisiana, Inc.
400 Travis Street, Suite 2000,
Shreveport, LA 71101

K. B. LEBLANC
DEPUTY CLERK

**Effective Date:** August 13, 2004

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the parish and state named above:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, FOR DESCRIPTION OF PROPERTY.

The Oil and Gas Lease (the "Lease") is for a primary term of three (3) years from the Effective Date stated above, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee.

This Memorandum is signed by Lessee as of the date of acknowledgment of its signature, but is effective for all purposes as of the Effective Date stated above.

**LESSEE:**

ALTERNATE FUEL SYSTEMS
OF LOUISIANA, INC.

By: _____
FRANK GOLDSBERRY, President

WITNESSES:

G. G. NESBITT, III

THOMAS G. ORTIZ

COPIES SENT
NO
YES
# 695

STATE OF LOUISIANA)

PARISH OF Caddo

On this 12th day of October, 2005, before me personally appeared FRANK GOLDSBERRY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ALTERNATE FUEL SYSTEMS OF LOUISIANA, INC., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires:

at death

Jeanette Crank
NOTARY PUBLIC

JEANETTE CRANK, Notary Public
Caddo Parish, Louisiana
My Commission is for Life.
Notary ID # 002298

# EXHIBIT "A"

## SHREVEPORT REGIONAL AIRPORT-GENERAL AREA LEGAL DESCRIPTION

The Shreveport Regional Airport facility is situated on a City-owned 1,597.621-acre tract of land in the western portion of Shreveport, Louisiana, and is surrounded by Kennedy Drive on the East, West 70th Street on the South, Meriwether Road on the West, and Hollywood Avenue on the North. A boundary description of the area is as follows:

Beginning at the intersection of the South right of way line of Hollywood Avenue and the West right of way line of Kennedy Drive proceed S 00°03'45" E along the West right of way line of said Kennedy Drive a distance of 1,530.74 feet to the North line of the Fire Department Garage facility;

thence run S 89°54'41" W along said North line a distance of 238.67 feet;

thence run S 00° 03'45" E along the West line of said Fire Department Garage facility a distance of 208.32 feet;

thence run S 89°54'41" W along the North line of Airport Park facility a distance of 401.33 feet;

thence run S 00°03'45" E along the West line of said Airport Park a distance of 2,523.00 feet;

thence run N 89°54'41" E along the South line of said Airport Park a distance of 640.00 feet to a point on the West right of way line of Kennedy Drive;

thence run S 00°03'45" E along said West right of way line a distance of 1,021.32 feet to the South right of way line of the old West 70th Street dedication;

thence run N 89°50'16" E along said South right of way line a distance of 368.39 feet to the Northerly right of way line of the new West 70th Street dedication;

thence run Southwesterly along said right of way line on a curve to the left, having a radius of 996.96' and a delta angle of 44°44'27", a distance of 778.50 feet;

thence run S 20°33'55" W along said northerly right of way line a distance of 514.17 feet;

thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 20°02'48", a distance of 320.12 feet;

thence run S 40°36'43" W along said northerly right of way line a distance of 2,028.42 feet;

thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 49°38'57", a distance of 792.82 feet;

thence run N 89°44'20" W along said northerly right of way line a distance of 3,558.65 feet;
thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 51°46'16", a distance of 826.71 feet to a point on the Northeasterly right of way line of Meriwether Road;
thence run N 37°58'04" W along the Northeasterly right of way line of Meriwether Road a distance of 837.49 feet;

thence run N 29°08'25" W along said northeasterly right of way line a distance of 230.56 feet;

thence run N 89°54'32" E a distance of 1,144.82 feet;

thence run N 00°18'32" E a distance of 660.28 feet;

thence run N89°58'11" W a distance of 1,122.84 feet;

thence run N 00°20'31" E a distance of 275.08 feet;

thence run N 89°58'13" W a distance of 552.73 feet to a point on the northeasterly right of way line of Meriwether Road;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 586.68 feet;

thence run N 61°08'06" E along said northeasterly right of way line a distance of 45.00 feet;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 550.00 feet;

thence run S 61°08'06" W along said northeasterly right of way line a distance of 45.00 feet;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 61.00 feet;

thence run N 89°13'32" E along said northeasterly right of way line a distance of 34.34 feet;

thence run N 43°56'04" W along said right of way line a distance of 1,694.68 feet;

thence run N 46°03'56" E a distance of 15.00 feet along the easterly right of way line of Meriwether Road;

thence run along said right of way line on a curve to the right, having a radius of 427.46 feet and a chord bearing of N 24°53'28" W and a chord distance of 278.95', a distance of 284.15 feet;

thence run N 05°50'52" W along said easterly right of way line a distance of 1,314.35 feet;

thence run along said right of way line on a curve to the right, having a radius of 1,859.86 feet and a chord bearing of N 2°21'47" W and a chord distance of 225.83', a distance of 225.97 feet;

thence run N 01°03'55" E along said easterly right of way line a distance of 1,690.63 feet;

thence run N 19°22'50" E along said easterly right of way line a distance of 199.82 feet;

thence run N 32°32'43" E along said easterly right of way line a distance of 144.05 feet;

thence run N 53°23'24" E along said easterly right of way line a distance of 280.57 feet;

thence run N 69°11'39" E along said easterly right of way line a distance of 179.07 feet to the South right of way line of Hollywood Avenue;

thence run S 20°11'12" E along southerly right of way line a distance of 8.15 feet;

thence run S 89°42'53" E along said southerly right of way line a distance of 2,809.11 feet;

thence run N 89°47'39" E along said southerly right of way line a distance of 5,257.94 feet;

thence run S 89°32'56" E along said southerly right of way line a distance of 1,265.37 feet to the Point of Beginning.

**Caddo Parish Tax Assessor's Geographical numbers (Tract Numbers) for the twenty-two separate tracts that make up the above legal description are as follows:**

**171419-000-0022 171420-000-0009 171421-000-0019 171421-024-0054**

| | | | |
|---|---|---|---|
| 171428-000-0031 | 171429-000-0007 | 171429-000-0016 | 171429-001-0010 |
| 171429-001-0019 | 171429-001-0021 | 171429-001-0023 | 171429-001-0025 |
| 171429-001-0027 | 171429-001-0029 | 171429-001-0031 | 171429-001-0033 |
| 171430-000-0015 | 171430-000-0017 | 171430-000-0018 | 171430-000-0055 |
| 171430-001-0010 | 171430-002-0029 | | |

# RESOLUTION

## LOUISIANA STATE MINERAL BOARD

On motion of Mr. Noel, seconded by Mr. Cordaro, the following Resolution was offered and adopted:

BE IT RESOLVED by the State Mineral Board that Docket Item I from the January 12, 2005, Meeting be approved, said instrument being an Oil, Gas and Mineral Lease from the City of Shreveport, dated August 13, 2004, awarded to Alternate Fuel Systems of Louisiana, Inc., covering lands located in Section 29, Township 17 North, Range 14 West, Caddo Parish, Louisiana, containing 16.21 acres, more or less, with further contractual obligations being more particularly enumerated in the instrument.

The State of Louisiana, through the State Mineral Board, asserts and claims title to the beds and bottoms of any navigable waterbed that may be located within the boundaries of the lands leased, and this approval shall not cover or extend to, or be construed as affecting the State's title to such submerged lands, if any. This lease is approved only so far as it covers lands in place, excluding from such approval any and all navigable waterbeds and sovereignty lands located within the tract leased.

BE IT FURTHER RESOLVED that this action is taken only in pursuance of Louisiana Revised Statutes 30:158 and without inquiry into the lessor's title to the leased premises or such rights, if any, that the State of Louisiana may have in the same. It is understood that this approval is solely given in order to comply with the statutory authority aforesaid.

BE IT FURTHER RESOLVED that either the Chairman, Vice-Chairman, Secretary, Deputy Assistant Secretary or Chief Landman be and he is hereby authorized to sign said lease to reflect the approval of the State Mineral Board.

CERTIFICATE

I hereby certify that the above is a true and correct copy of a Resolution adopted at a meeting of the State Mineral Board held in the City of Baton Rouge, Louisiana, on the 12th day of January, 2005, pursuant to due notice, at which meeting a quorum was present, and that said Resolution is duly entered in the Minute Book of said Board and is now in full force and effect.

STATE MINERAL BOARD

State Agency Lease

Louisiana State Agency Lease Form

Revised, 1981 with Approved Rider Attached

STATE OF LOUISIANA

PARISH OF CADDO

WHEREAS, under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the City of Shreveport of the State of Louisiana, advertised for bids for a lease covering oil, gas and other liquid or gaseous minerals in solution and produced with oil or gas on the property described below; and

WHEREAS, in response to the required advertisements, bids were received at the Office of the Purchasing Agent on the 29th of July, 2004, at a meeting of the Purchasing Agent and all bidders.

WHEREAS, by resolution duly adopted, the City of Shreveport accepted the bid of Alternate Fuel Systems of Louisiana, Inc., whose mailing address is 400 Travis, Suite 2000, Shreveport, Louisiana 71101.

(hereinafter referred to as "Lessee") as being the most advantageous to said state agency.

NOW, THEREFORE, be it known and remembered that the City of Shreveport of the State of Louisiana acting under said authority, as Lessor, does hereby lease, let and grant exclusively unto the said Lessee, and Lessee's successors and assigns, the property described below for the purpose of exploring by any method, including but not limited to geophysical and geological exploration for formations or structures and prospecting and drilling for and producing oil, gas and any other liquid or gaseous minerals in solution and produced with oil or gas, hereinafter sometimes referred to for convenience as oil, gas or other liquid or gaseous mineral. In connection therewith, Lessee shall have the right to use so much of the property as may be reasonably necessary for such operations, including but not limited to storing minerals and fluids in facilities or by means other than subsurface storage; laying pipelines; dredging canals; and building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and facilities. The leased property, situated in the Parish of Caddo, State of Louisiana, is more fully described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, FOR DESCRIPTION OF PROPERTY.

This lease excludes free sulphur, potash, lignite, salt and other solid minerals. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits.

1. Lessee has this day paid to Lessor a cash payment of Thirty Two and 42/100 Dollars ($32.42), one-half (1/2) of which is bonus as full and adequate consideration for every right granted hereunder and not allocated as mere rental for a period, and one-half (1/2) of which is rental for the first year of this lease.

2. Subject to the other provisions hereof this lease shall be for a term of three (3) years from the date hereof (hereinafter called "primary term") and as long thereafter as oil, gas, or any other liquid or gaseous mineral is produced hereunder in paying quantities or any operation is conducted, payment is made, or condition exists, which continues this lease in force, according to its terms.

3. If actual drilling operations are not commenced hereunder on the leased premises in good faith on or before one year from the date hereof, this lease shall then terminate unless Lessee on or before the expiration of that period shall pay or tender to the Lessor the sum of Sixteen and 21/100 Dollars ($16.21) (hereinafter called "rental") which shall not be less than one-half (1/2) of the above cash payment and which shall extend for twelve (12) months the time within which drilling operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders, all of Lessee's rights hereunder may be maintained without actual drilling operations for successive periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee made payable to the order of Lessor and delivered or mailed by registered mail to the Lessor on or before the rental paying date.

4. (a) If on any rental paying date actual drilling operations are being conducted on or production in paying

quantities is being obtained from the leased premises, no rental shall be due for the annual rental period then commencing; if actual drilling operations be abandoned at any time within a period of ninety (90) days prior to any rental paying date or if production ceases within such ninety (90) days, Lessee shall have a period of ninety (90) days after the date of such abandonment of operations or cessation of production within which to commence or resume production, commence actual drilling operations on the leased premises, or make the rental payment, and the commencement or resumption of production, commencement of such operations, or payment of rental within the ninety (90) day period shall have the same effect as though resumed, commenced, or paid on or before the rental paying date.

(b) If at the expiration of the primary term oil, gas or other liquid or gaseous mineral is not being produced hereunder but on or before that date (or on or before the end of ninety (90) days following cessation of production or abandonment of a well, if a well is abandoned or production should cease within ninety (90) days prior to the expiration of the primary term) Lessee commences actual drilling or reworking operations on the leased premises in an effort to make the premises produce any such minerals (or production is commenced or resumed during such ninety (90) day period), then this lease shall continue in force so long as such operations are being conducted in good faith without lapse of more than ninety (90) days between cessation of operations and their recommencement whether on the same well or wells or on a different well or wells successively or so long as the production so commenced or resumed is obtained in paying quantities. If at any time or times after the expiration of the primary term production hereunder should for any reason cease or terminate, Lessee shall have the right at any time within ninety (90) days from cessation of production to resume production or actual drilling or reworking operations in an effort to make the leased premises again produce any of such minerals, in which event this lease shall remain in force so long as such operations are continued as above provided. If as a result of any such operations, oil, gas, or other liquid or gaseous mineral be found and produced or the production of any of them is restored, this lease shall continue in force so long as any of them are produced hereunder in paying quantities or this lease is otherwise being maintained as herein provided.

(c) This lease may be maintained in force by directional drilling operations (deviation from vertical), in which event actual drilling operations shall be considered to have commenced on the leased premises when the drill stem penetrates beneath the surface of the leased premises.

(d) Wherever used in this lease, "actual drilling operations" means actual drilling (commenced by spudding in) of a new well, or the good faith deepening, sidetracking, or the plugging back or attempted recomp1etion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); and "reworking operations" means reconditioning, cleaning out, or otherwise attempting in good faith to establish, increase, or restore production in an existing well by downhole operations. Once commenced, any such operations shall be deemed to continue so long as they are conducted in good faith without a lapse of more than ninety (90) days. Actual drilling operations shall be deemed to terminate on the last day actual operations of any kind, such as drilling, testing, or installation of equipment are conducted in good faith for the purpose of attempting to discover minerals or to complete a well as a producer. Reworking operations shall be deemed to terminate on the last day such operations are conducted in good faith for the purpose of establishing, increasing, or restoring production. "Paying Quantities" as used in this lease means paying quantities as defined by Article 124 of the Louisiana Mineral Code, provided that in addition thereto, and notwithstanding the provision of Article 125 of said Code, the royalties payable on such production must also be sufficient to constitute a serious or adequate consideration to Lessor to maintain this lease in effect.

5. The obligations set forth in this Article are applicable only to wells drilled on property which is not part of a pooled unit containing all or any portion of the leased property. Such property is hereinafter described in this Article as "adjoining property."

(a) If at any time during or after the primary term there is completed on adjoining property a well located within six hundred and sixty (660) feet of the leased premises (or within any spacing or pooling unit distance greater than 660 feet established by the Commissioner of Conservation) and such well produces oil, gas, or other liquid or gaseous mineral in paying quantities for twenty (20) days (which need not be consecutive) during any period of thirty (30) days, or produces its monthly allowable during such thirty (30) day period, rebuttal presumptions will arise: (1) that the leased premises are thereby being drained; (2) that the leased premises are not being reasonably protected from drainage by any well or wells on the leased premises or land pooled therewith; and (3) that an offsetting well on the leased premises would be economically feasible. If Lessee is the operator of or has a working interest in the adjoining property, Lessee will begin actual drilling operations for a well on the leased premises within ninety (90) days after the end of the above thirty (30) day period. In all other cases Lessee shall be required to begin such operations only within ninety (90) days after receipt of written notice from the Board of the expiration of the above thirty (30) day period. No offset well shall be necessary if, on or before the maturity date of the offset obligation or any deferred maturity date as hereinafter provided, any of the stated presumptions are rebutted or a unit for the well in question embracing all or part of the leased premises is formed by agreement with the Board or by order of the Commissioner of Conservation.

In lieu of commencing operations for an offset well as above provided, Lessee may, at Lessee's option, commence compensatory payments equal to the royalties herein provided, computed on one-half (½) of the oil, gas, or other liquid or gaseous mineral produced by the well in question on and after the date operations would have otherwise

been commenced, value to be determined in accordance with the provisions of Article 6 of this lease. Such payments may be commenced on or before sixty (60) days after the date operations would otherwise have been commenced, but shall include any accrued compensatory payments. Thereafter, payments shall be due monthly in accordance with Article 6 (g). The lessee shall not be in default in either commencing compensatory payments or in making further payments as above provided if despite due diligence Lessee is unable timely to obtain the production information on which such payments are to be based. In any such case, however, Lessee must on or before the due date of the payments, notify the Board in writing of Lessee's inability to make such payment, the reasons therefor, and Lessee's intent to make such payment at the earliest reasonable time. Compensatory payments may be continued, at Lessee's discretion, for not more than one year from the date on which offset operations would otherwise have been commenced. At the end of that time, or within 30 days from the end of any lesser period for which payments are made, Lessee shall comply with this offset obligation if the producing well continues to produce in paying quantities or to produce its allowable and the other conditions making this obligation operative are existent. The right to make compensatory payments is intended to permit Lessee to evaluate further the producing well, and the making of such payments shall not of itself be sufficient to maintain this lease if the lease is not otherwise being maintained in force and effect; however, the making of any such payments shall not prejudice Lessee's right to rebut any of the above enumerated presumptions.

(b) In addition to the specific offset drilling obligation above provided, Lessee agrees to drill any and all wells necessary to protect the leased premises from drainage of oil, gas, or other liquid or gaseous mineral by a well or wells on adjoining property or to take any other steps reasonably necessary to protect the leased premises against such drainage, including, but not limited to, obtaining the formation of appropriate drilling or production units. If Lessee is the operator of or has a working interest in any well on adjoining property, Lessee shall be obligated to begin actual drilling operations: or a well on the leased premises or to take such other steps as may be reasonably necessary to protect the leased premises within ninety (90) days from the time Lessee knows or reasonably should know that drainage is occurring. In all other cases Lessee shall be obligated to begin such operations or take such other steps only within ninety (90) days after receipt of written notice from the Board.

(c) In those instances in which notice is expressly required under paragraph (a) or (b), above, damages, if due, shall be computed only from the date on which notice is received or, if Lessee commences compensatory payments, the date on which such payments are discontinued. In those instances in which there is no requirement or notice under (a) or (b), above, damages, if due, shall be computed from the time Lessee knew or reasonably should have known drainage was, occurring. Written notice containing a demand for performance shall be necessary as a prerequisite to any action for cancellation of the lease by Lessor for nonperformance of any obligations of Lessee to protect the leased premises against drainage.

6. Unless Lessor elects to take in kind all or any part of the portion due Lessor as royalty on minerals produced and saved hereunder, which option is hereby expressly reserved by Lessor pursuant to L.R.S. 30:127 A and which is to be exercised by written notice by Lessor to Lessee at any time and from time to time while this lease is in effect and either prior or subsequent to acceptance by Lessor of royalties other than in kind, it being understood that nothing contained in this lease or in the rider attached hereto shall ever be interpreted as limiting or waiving said option, Lessee shall pay to Lessor as royalty:

a) 1/6 of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral produced and saved or utilized by methods considered ordinary production methods at the time of production. The value of such oil shall not be less than the average price for oil of like grade and quality posted for the field in which this lease is situated. If there is no price posted for the field in which this lease is situated, the value of such oil shall be not less than the average of prices posted for oil of like grade and quality for the three fields nearest to the field in which this lease is situated for which such prices are posted. If Lessee enters into an oil sales contract which, at the time of execution, provides for a price equal to or in excess of the appropriate average price referred to in the two preceding sentences, the price payable under the terms of the contract at the time such oil is run shall be the value of such oil, even though the appropriate average changes during the life of the contract; however, any such contract must have been prudently negotiated under the circumstances existing at the time of execution. If Lessee is unable, after diligent effort, to sell such oil for a price equal to or in excess of the appropriate average price and Lessee consequently negotiates a contract to sell such oil to an independent party at a lesser price, the value of such oil for the duration of any such contract (but not in excess of one year) shall be the price received by Lessee under such contract.

The lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered being a production function or facility at the time such oil is run. Without limiting the foregoing sentence and without regard to classification as production costs, or otherwise, the following costs are not to be deducted from the value of production: (1) costs incurred for gathering or transporting production in the field; (2) costs incurred for handling, treating, separating, or in any way processing production to make it marketable by methods considered ordinary at the time such oil is run; and (3) the cost of storage on the lease or in the field. The performance of any producing function or any function mentioned in clauses (2) and (3) of the foregoing sentence at a commingled facility in or outside the field in which this lease is situated shall not make the cost of any such function deductible.

If Lessee delivers such oil at a point outside the field in which this lease is situated, Lessee may deduct from the value of the actual costs of transportation from the field to the point of delivery by means of facilities belonging to an independent party. If such transportation is by means of facilities owned by one other than an independent party, Lessee may deduct the actual cost of such transportation, but only if such cost is no greater than the fair value of the services performed; if actual cost is greater than fair value, the fair value shall determine the amount deductible; however, if the facilities used are regulated as a common carrier by a state of a federal regulatory agency, the authorized tariff chargeable for the services rendered and paid by Lessee shall be deemed the fair value of such services. If such transportation is by means of any facilities owned by Lessee, Lessee may deduct from the value of production a reasonable sum for such services, computed as follows: the amount deductible shall include only (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

If Lessee receives any compensation for any function or process for which Lessee is responsible to Lessor without right to deduct costs, including, but not limited to, (1) handling, gathering, or transporting such oil, or (2) treating or processing such oil by ordinary methods to make it marketable, the amount of such compensation shall be added to the value of such oil when computing royalties. If Lessee is deducting costs for any functions for which he is also receiving compensation, deductions may be made only to the extent that they are in excess of any such compensation.

(b) 1/6 of the value as hereinafter provided, of all gas, including casing head gas, produced and saved or utilized by methods considered as ordinary production methods at the time of production. When such gas is sold by Lessee to an independent party under an arm's length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such gas and of gas utilized by Lessee shall be the price received by Lessee for such gas under the contract. If the purchaser is not an independent party but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution if made with an independent party, then the value of the gas shall be the price received by Lessee under the contract; if the contract would not have been considered prudently negotiated if made with an independent party, the value of such gas shall be its fair value at the time of production but not less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar quantities of gas. In all other cases the value of such gas shall be the average stated in the last clause of the preceding sentence.

Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered being a producing function at the time such gas is produced. Without limiting the foregoing sentence and without regard to classification as production costs or otherwise, the following costs are not to be deducted from the value of production: (1) costs incurred for gathering or transporting production in the field; or (2) costs incurred for dehydrating, decontaminating, or in any way processing production to make it marketable by methods considered ordinary at the time such gas is produced. The performance of any producing function or any function mentioned in clause (2) of the foregoing sentence at a commingled facility in or outside the field in which this lease is situated shall not make the cost of any such function deductible. Without regard to classification as production costs or otherwise, Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

If Lessee delivers such gas at a point outside the field in which this lease is situated, Lessee may deduct from the value of such gas a reasonable sum for transportation from the field to the point of delivery by means of facilities belonging to an independent party, not in excess of actual cost. If such transportation is by means of facilities owned by one other than an independent party, Lessee may deduct the actual cost of such transportation, but only if such cost is no greater than the fair value of the services performed; if actual cost is greater than fair value, the fair value shall determine the amount to be deducted. If such transportation is by means of any facilities owned by Lessee, Lessee may deduct from the value of production a reasonable sum for such services, computed as follows: the amount deductible shall include only (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

If Lessee receives any compensation for any function or process for which Lessee is responsible to Lessor without right to deduct costs, including but not limited to, (1) gathering or transporting such gas or (2) dehydrating, decontaminating, or in any way processing production to make it marketable, the amount of such compensation shall be added to the value of such gas when computing royalties. If Lessee is deducting costs for any functions for which he is also receiving compensation, deductions may be made only to the extent they are in excess of any such compensation.

(c) In addition to the separation of condensate or other liquid mineral from gas by ordinary production methods (as to which Lessor shall receive royalties above provided and for which separation no charge may be made by Lessee),

gas produced hereunder, including casing head gas, may be processed in a gasoline or other extraction plant in or serving the field, and products may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. If Lessee enters into a contract for the processing of gas with an independent party or parties under which such party or parties retain in kind a portion of the products recovered from or attributed to such gas as consideration for processing, Lessee shall pay the royalty provided for gas in paragraph 6(b) based on the value, as hereinafter determined, of Lessee's share of such products under such contract. In all other cases Lessee shall pay the royalty provided for gas in paragraph 6(b) based on the value, as hereinafter determined, of the total products recovered, after deducting therefrom the costs of processing as specified below. The value of such products (or Lessee's share thereof) in the cases above provided shall be the price or prices received by Lessee if sold under a contract or contracts prudently negotiated under the facts and circumstances existing at the time of execution with an independent party or parties. If such products are not sold to an independent party but are sold under a contract which would have been considered prudently negotiated if executed with an independent party, the value of such products (or Lessee's share thereof) shall be the price or prices received by Lessee. If such products are not sold to an independent party under a prudently negotiated contract or are sold to one other than an independent party under a contract which would not have been considered prudently negotiated if executed with an independent party, the value of the products shall be their fair market value at the plant at the time sold. The value of any such products (or Lessee's share thereof) not sold under any contracts shall be the fair market value at the plant for such products, or if no products are being sold at the plant, the average of the market values for like products of the same grade and quality at the three nearest plants at which such products are being sold.

When the cost of processing is not met by retention by the processor of a share of the products or in any other case in which Lessee is to deduct from the value of such products the cost of processing, the charges shall be determined as follows. If the gas is processed by an independent party or parties under a contract prudently negotiated under the facts and circumstances existing at the time of execution, the charges deducted shall be those provided in such contract. In all other cases, including processing by those other than an independent party or parties and those in which Lessee itself or in conjunction with others owns the plant, the charges should be determined by contract between Lessee and Lessor. In the absence of such a contract the charges to be deducted shall include only the proportionate part of: (1) the direct cost of operating and maintaining the plant, computed annually, including cost of labor and on-site supervision, materials, supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the plant computed over the life or lives of the field or fields served by the plant, or by such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem taxes.

In all of the cases provided for in this paragraph, Lessor shall be entitled to the royalty for gas provided in paragraph (b) of this Article based on the value of Lessee's share of the residue gas sold or otherwise disposed of after processing.

(d) If at any time or times (during or after the primary term) there is on the leased premises a well or wells capable of producing gas in paying quantities, which fact has been duly verified and confirmed in accordance with Lessor's requirements for proof thereof, but gas is not being used or marketed therefrom because of the lack of a reasonable market or marketing facilities or governmental restrictions and if this lease is not then being otherwise maintained by separate operations or production, this lease shall, nevertheless, remain in full force and effect for a period of ninety (90) days after cessation of such production or such operations or the shutting in of such well. If, on or before the expiration of the ninety (90) day period, production or operations shall not have been commenced or resumed, Lessee, in order to maintain the lease in force thereafter, shall commence semi-annual payments to the Lessor at the rate and in the manner provided herein below and thereby maintain the lease in full force and effect during the periods covered by such payments; however, if the ninety (90) day period should expire during the first year of the primary term or during any year *for* which a rental has previously been paid, the initial payment hereunder shall not be required until the next anniversary date of the lease. The first payment; if made, shall be tendered on or before the expiration of the ninety (90) day period or the appropriate anniversary date, as the case may be, and shall maintain this lease for six (6) months, commencing from the expiration of the ninety (90) day period or the anniversary date. Subsequent payments shall be made at six (6) month intervals thereafter (herein referred to as "shut-in payment dates"). Unless additional payment periods are earned as hereinafter provided, Lessee's right to make such payments shall continue for six (6) semi-annual periods (the total of which is herein called "initial payment period"). Each semi-annual payment shall be at the rate of twenty-five dollars ($25.00) per acre for the number of acres then covered by this lease, but no payment shall be less than five hundred dollars ($500.00). Each payment shall maintain this lease in full force and effect for a period of six (6) months, and during each period for which a payment has been made, it shall be considered that gas is being produced hereunder for all purposes hereof, but especially under the provisions of Articles 2, 4, 7, and 9; however, if the provisions of this paragraph 6(d) are in conflict with those of any other articles hereof, the provisions of this paragraph shall be controlling.

If on any shut-in payment date, actual drilling operations are being conducted on or actual production of oil, gas,

or other liquid or gaseous mineral in paying quantities is being obtained from the leased premises, no shut-in payment shall be due until the next shut-in payment date; however, the running of the initial payment period shall not be suspended or interrupted, and the same shall be true of any extension of that period by: additional shut-in periods earned as hereinafter provided.

The initial payment period may be extended in the following manner. The lessee may earn two (2) additional six (6) month shut-in payment periods beyond the initial payment period for each additional well drilled or completed after completion of the shut-in well on which the initial shut-in payment was made (whether such additional wells are dry holes, producers, or shut-in wells). To qualify as a well "completed" after the first shut-in well, the completion must be in another hole, and no more than one completion will be counted for each additional hole regardless of the number of sands in any such hole. The aggregate additional periods (hereinafter referred to as "additional periods") so earned shall not exceed a total of six (6). The first of any additional periods shall commence from the date on which the initial payment period would have expired and the initial payment period, thus extended, shall continue to run from that date, regardless whether Lessee is actually required to make any additional payments. The Board and Lessee may by mutual agreement provide for further six (6) month periods (hereinafter called "further periods") beyond the initial payment period and any extension thereof.

If the end of the initial payment period falls within the primary term of this lease and at a time when there is a remaining rental date which would permit Lessee to maintain this lease by payment of rentals, Lessee may commence or resume the payment of rentals on the next anniversary date of this lease or may maintain this lease by any other means permitted under paragraphs 4(a) and 4(c). If the end of the initial payment period or any extension thereof falls within the last year of the primary term, it shall be considered that production has ceased under the terms of paragraph 4(a), and no rental shall be due for the remainder of the primary term. If the end of the initial payment period, any extension thereof, or any further period falls on or after the expiration date of the primary term and there are no operations or actual production sufficient to maintain this lease under the provisions of paragraphs 4(b) and 4(c), this lease shall terminate.

The provisions of this paragraph shall be applicable to any well with a gas/oil ratio such that the Commissioner of Conservation will not permit its operation without use or sale of the gas. Tender or acceptance of a shut-in payment or payments shall not free Lessee of any obligation to develop this lease as a prudent operator or to exercise diligent efforts to obtain a market for the gas so discovered.

(e) 1/6 of any and all other liquid or gaseous minerals in solution and produced with oil or gas and saved or utilized, which are not specifically mentioned herein, said royalties to be delivered or paid when marketed or utilized as is the accepted practice in such matters.

(f) In all cases, Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(g) The first payment of royalty shall be made within 120 days following commencement of production from, or allocation of production to the leased premises, except that in the case of any production from or allocable to the leased premises, which has occurred prior to the date of but which is deemed to be covered by this lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within 120 days from the date of this lease. Thereafter, royalty on oil, including condensate or other liquid mineral, produced and saved at the well by ordinary production methods shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including liquids or other products extracted or processed from gas other than by ordinary production methods, or other liquid or gaseous mineral not specifically mentioned shall be paid on or before the 25th day of the second month following that in which produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by L.S.A.:R.S. 31:137 through 142 relative to notice, damages, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(h) For all purposes of this Article 6 "independent party" means a company, firm, or other business unit which is not: (1) a direct part of Lessee's corporate or other business structure; (2) a wholly owned or actually controlled subsidiary corporation or other business unit of Lessee; (3) a parent corporation of Lessee; or (4) a wholly owned or actually controlled subsidiary of Lessee's parent corporation.

7. (a) Lessee may surrender all or any portion or portions of the leased premises at any time this lease is in effect and thereby be relieved of all obligations thereafter accruing under this lease as to the portions surrendered; however, no partial release or surrender shall reduce or otherwise affect the amount of rentals provided for in Article 3 of this lease.

(b) In the event of initial cancellation or forfeiture of this lease Lessee may retain forty (40) acres around each well capable of or producing oil and one hundred sixty (160) acres around each well producing gas and around each shut-in well capable of producing gas in paying quantities (including wells drilled under this lease by directional drilling). If any well is then being worked on or being drilled, Lessee shall have the right to complete such operations, and in the event any such operations result in completion of a well capable of producing oil or gas in paying quantities, Lessee may retain

acreage around each such well as above provided. Retained acreage around any well shall form as near a square tract as is practical. If any acreage covered by this lease shall have been included in a unit established by the Commissioner of Conservation, or by conventional agreement, or if any such acreage shall have been assigned to a producing or shut-in well under statewide allowable orders of the Commissioner and such acreage is actually being drained by the well or would be drained by it if the well were produced, Lessee may retain all the acreage included in such unit or units or so assigned for allowable purposes. Thereafter, each area so retained by Lessee shall be subject to the terms of this lease as regards future maintenance thereof.

(c) Within ninety (90) days after expiration or termination by its own terms of this ease or any portion thereof, either before or after the primary term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the leased premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred Dollars ($100.00) per day for each day of noncompliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove.

8. It is further agreed and understood that the rights of Lessee may be assigned or transferred in whole or in part, but no transfer or assignment whether in whole or in part, in elation to this lease shall be valid unless such transfer or assignment be approved by the Lessor.

9. Lessee may, with the consent and approval of Lessor pool or combine the acreage covered by this lease (or any portion thereof) with any other property, lease, or leases (or portions thereof). Operations on or production of minerals from, or the existence of a shut-in gas well on, any portion of a unit, including units created by the Commissioner of conservation or by conventional agreement, in which all or any part or the leased premises is embraced shall have the same effect under the terms of this lease as if it had occurred on the leased premises.

10. Should Lessee apply or give notice of intent to apply to the Commissioner of Conservation for the creation of any unit or units which would include all or any portion of the leased premises, Lessee shall furnish Lessor with a copy of the notice or application, each accompanying unit plat, and all other attached information either at the time the application is filed with the Commissioner or at the time required by applicable orders or regulations of the Commissioner for furnishing such information to any parties entitled to receive it, whichever is earlier. If a unit or units including all or any part of the leased premises are created by order of the Commissioner, Lessee shall submit to Lessor a survey plat of each unit or units so created.

11. Upon request by Lessor, Lessee shall furnish Lessor any or all of the following types of data relating to wells drilled on the leased premises or lands pooled therewith: (1) all wire line surveys in open or cased holes, including, but not limited to, all electrical and radio activity logs, porosity logs of all types and directional surveys; (2) core descriptions of both sidewall samples and conventional cores; (3) drill stem and production test data; daily drilling reports to be supplied weekly and (5) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. The lessee shall also furnish Lessor with any other information and data requested by Lessor to keep, Lessor fully informed that Lessee is complying with the provisions of this Lease in good faith, and developing and operating the leased premises as a reasonably prudent operator for the mutual benefit, of Lessor and Lessee. Any information furnished by Lessee to Lessor or otherwise examined and studied by Lessor shall be retained in confidence. Nothing in this Article shall require that Lessee furnish or permit inspection of any interpretation of any of the types of data referred to above, and nothing herein shall be construed as requiring Lessee to secure any such data solely for the purposes of this Article. Lessor's representatives shall have access at all reasonable times to examine and inspect Lessee's records and operations pertaining to the leased premises or lands pooled therewith.

12. Lessee shall be obligated to plug and abandon all wells on the premises no longer necessary for operations or production on this lease, and to remove from the premises all structures and facilities serving said wells, all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. The lessee shall furnish a bond as may be required at any time or times by Lessor, or such other security in lieu thereof as may be acceptable to Lessor, conditioned upon faithful performance of such obligations. In connection therewith, the right of Lessee to draw and remove casing from wells is recognized, provided such right is exercised by Lessee not later than one year after termination of this lease or portion thereof on which the well is located. If such right of salvage is not timely exercised, then the same shall be forfeited and said casing shall become the property of Lessor. In addition to restoration of the leased premises as contemplated and required by this lease, Lessee shall be responsible for all damages to the leased premises, and in addition thereto and without limitation for all damages to any timber, crops, roads, buildings, fences and other improvements thereon.

13. If at any time Lessee is maintaining this lease by actual drilling or reworking operations or by actual production and Lessee is prevented from continuing or resuming such operations or production by major storm, major flood, or other similar natural disaster or by a major accident beyond Lessee's control such as a blowout, fire, or explosion

and if Lessee cannot by reason of any such occurrence maintain this lease on any rental date by continuing any such operations or production or cannot maintain this lease beyond the primary term by continuing such operations or production, this lease shall not terminate and no rental shall be e so long as Lessee is so prevented from continuing or resuming such operations or production and is making diligent efforts to eliminate the effect of such occurrence. The lessee shall notify Lessor in writing within a reasonable time after such occurrence for the provisions hereof to become effective and applicable. The primary term shall in no event be extended for more than (1) year; and provided further that nothing herein shall suspend payment of delay rental to maintain this lease during the primary term in the absence of drilling or production.

14. If on the date of this lease all or any portion of the leased premises is included in a unit established by order of the Commissioner of Conservation. The lessee agrees to pay royalty on oil, gas or other liquid or gaseous mineral produced and saved or utilized and attributable to the leased premises from the date of such unit regardless whether all development operating costs chargeable to the leased premises have been paid.

15. Lessee hereby agrees to indemnify, hold harmless and defend Lessor against any and all claims, demands or suits for bodily injury, death, property damage or loss of any kind by Lessee or Lessee's employees, agents, subcontractors and their employees or agents and by any third ties which arise out of or result from or which are in any way connected with Lessee's operations, whether resulting from the sole or concurrent negligence of Lessor, Lessee or other parties operating hereunder.

16. In all suits arising out of this contract, the parties hereto agree that Louisiana law shall govern, and that the state courts of Louisiana shall be the proper forum, unless such suit is required to be filed in or is removed to any federal court in this state.

17. Notwithstanding any provisions to the contrary in this Lease or in the rider attached to, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either expressed or implied. It is expressly agreed that the Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefore.

THUS DONE, READ, ACCEPTED, AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the 13th day of August, 2004, which shall be the date of this lease for all purposes.

WITNESSES to the signature of Lessor:

William M. Talton

Lauren Thompson

WITNESSES to the signature of Lessee:

G. G. NESBITT, III

THOMAS G. ORTIZ

By: _____

For: CITY OF SHREVEPORT
Lessor Agent

ALTERNATE FUEL SYSTEMS OF LOUISIANA, INC.

_____
Lessee
FRANK GOLDSBERRY, President

**WITNESS FORM OF ACKNOWLEDGMENT FOR AGENCY**

STATE OF LOUISIANA
PARISH OF CADDO

Before me, the undersigned authority, personally came and appeared WILLIAM M. TALTON, who by me being first duly sworn, deposed and said: That he is one of the witnesses to the execution of the foregoing instrument and that he saw KEITH HIGHTOWER sign said instrument as MAYOR for and on behalf of the CITY OF SHREVEPORT in the presence of appearer and LAUREN C. THOMPSON, the other subscribing witness.

Sworn to and subscribed before me on this the 19th day of SEPTEMBER 2004.

_____
Notary Public

MALCOLM F. STADTLANDER, Notary Public
Caddo Parish, Louisiana
My Commission is for Life
I. O. No. 5719

_____
Appearer

**WITNESS FORM OF ACKNOWLEDGMENT FOR CORPORATE LESSEE**

STATE OF LOUISIANA

PARISH OF CADDO

Before me, the undersigned authority, came and appeared G. G. NESBITT, III, who by me being first duly sworn, deposed and said: That he is one of the witnesses to the execution of the foregoing instrument and that he saw FRANK GOLDSBERRY execute said instrument of President of ALTERNATE FUEL SYSTEMS OF LOUISIANA. INC. as the free act and deed of said corporation in the presence of appearer and THOMAS G. ORTIZ, the other subscribing witness.

Sworn to and subscribed before me
on this the 13th day of August, 2004.

NOTARY PUBLIC
JEANETTE CRANK, Notary Public
Caddo Parish, Louisiana
My Commission

G. G. NESBITT, III, Appearer

**WITNESS FORM OF ACKNOWLEDGMENT FOR INDIVIDUAL LESSEE**

**STATE OF** _____
_____ **OF** _____

**Before me, the undersigned authority, personally came and appeared** _____
_____, **who by me being first duly sworn, deposed and said: That he is one of the witnesses to the execution of the foregoing instrument and that he saw** _____ **execute said instrument as his own free act and deed in the presence of appearer and of** _____, **the other subscribing witnesses.**

**Sworn to and subscribed before me on this the** _____ **day of** _____, 200___.

_____
**Notary Public**

_____
**Appearer**

**Approved:** January 12, 2005
STATE MINERAL BOARD

**By:** _____
Secretary ( Rev. 1981)

**APPROVED RIDER FOR ATTACHMENT TO**
**1975 LOUISIANA STATE AND STATE AGENCY LEASE FORMS**

**1. Marketing of Natural Gas**

For the purposes of this rider, the term "gas" shall include (i) gas well gas, (ii) gas cap gas produced after depletion of the oil column, and (iii) gas produced during the blow down period in a cycling or other secondary recovery project. These terms are to be construed as same are commonly understood in the oil and gas industry.

The parties hereto recognize and acknowledge that one of the essential considerations for Lessor entering into the oil, gas and mineral lease to which this rider is attached as a part thereof (herein referred to as the "Lease") is that if a well capable of producing gas in paying quantities is completed on the leased premises, or on lands pooled or unitized therewith, and is completed in a reservoir, or reservoirs, not previously committed to a gas sales contract, as permitted hereinafter, such gas, insofar as attributable to the leased premises, shall be sold to an intrastate market, if such a market is available within a reasonable period of time as hereinafter provided. Therefore, in order to carry out the intentions of Lessor and Lessee in this regard, the parties hereto do hereby and by these presents agree that once a well capable of producing gas in paying quantities has been completed on the leased premises or on lands pooled or unitized therewith, the following agreements shall be thereafter effective:

(a) In the event such well is completed and qualified as a well capable of producing gas well gas, the Lease shall remain in force notwithstanding Paragraph 6(d) of the Lease without any shut-in payments being due from Lessee to Lessor for an initial period of eighteen (18) months after (a) such completion date, or (b) the effective date of pooling or unitization, as the case may be (herein called the "Initial Period"). During the Initial Period, Lessee agrees to make a diligent and good faith effort to obtain an intrastate market for the gas and, if such a market can be obtained, to enter into a gas sales contract for the intrastate marketing of said gas upon the best terms that can be obtained, but on terms customary in the industry for such contracts; or in lieu of obtaining a new intrastate market, Lessee shall have the option to deliver such gas under existing intrastate contracts (including amendments thereto) or take the gas for its own intrastate use. If the gas is delivered under such an existing contract royalty shall be paid thereon as set forth in Paragraph 6(b) of the Lease except that for purposes of determining prudency of negotiations and value of such gas where applicable under Paragraph 6(b) it shall be considered that the contract was negotiated and executed on the date such delivery commenced. If the gas is taken by Lessee for its own intrastate use and royalty is due thereon, such royalty shall be based on the current market value of the gas when so used, It is further provided that if the initial intrastate contract is for a term of five (5) years or less, then if upon its termination, the well is still capable of producing gas in paying quantities, all of the provisions of this rider shall be applicable to the obtaining of a new market for the gas and the Initial Period shall be deemed to commence as of the expiration date of the first intrastate contract. In no event, however, shall Lessee be required to sell gas to an intrastate market on terms and conditions less favorable than those which could be negotiated for a sale to an interstate market. Among the conditions to be considered in making this determination are the price to be paid for the gas; the availability and the cost, direct or indirect, to Lessee of a pipeline outlet; length of the contract; inclusion of any price escalation; adjustment for BTU content; renegotiation provisions; on-line processing rights and availability of facilities; and rate of take. If, however, at the end of the Initial Period Lessee shall not have commenced the delivery of the gas to an intrastate market or shall not have entered into a firm intrastate gas sales contract on the terms and conditions herein above set forth, but during such period has drilled, or has commenced operations for the drilling of, an additional well on the leased premises, or on lands pooled or unitized therewith, in an attempt to establish additional gas reserves, or additional producibility, then Lessee, at its option, shall be entitled to an additional six (6) months period (herein called the "Second Period"), commencing at the end of the Initial Period, within which to seek an intrastate market for such gas on the basis above set forth. In the event Lessee elects to obtain the Second Period, he shall prior to the end of the Initial Period so inform Lessor to that effect in writing and shall identify the additional well drilled or commenced during the Initial Period. During the Second Period the Lease shall remain in effect without any shut-in payment being due by Lessee to Lessor.

(b) As to gas cap gas (i.e., gas which cannot be produced until such time as the oil phase of the reservoir is depleted) and as to gas produced during the blow down period in a cycling or secondary recovery project, the provisions of subparagraph (a) above shall be applicable, except (i) the Initial Period defined in subparagraph (a) above shall not commence until the date on which such gas cap gas or blow down gas is available for production and marketing, and (ii) the Second Period defined in subparagraph (a) above shall not be effective as to any gas covered by this subparagraph (b).

(c) Lessor and Lessee further agree that if within ninety (90) days after the commencement of the Initial Period, as defined in subparagraph (a) above, Lessee has not obtained an intrastate market for said gas after a diligent effort to obtain same and Lessee has the opportunity to sell gas to an interstate market under emergency or other short term sale contracts with pregranted abandonment or similar withdrawal required by federal regulatory authority, it shall, upon being granted said authorization and pregranted abandonment or other withdrawal by federal regulatory authority, have the right to sell said gas to said interstate market provided that the term of any such emergency or other short term sale contract shall not exceed the term of the Initial Period and the Second Period, if applicable.

(d) If at the end of the Initial Period or the Second Period, as the case may be, Lessee has provided for the intrastate marketing of said gas, but Lessee has not been able physically to commence delivery of gas to the market, then Lessee shall have an additional free period of six (6) months to permit installation of the necessary marketing equipment and facilities and to commence deliveries under that contract without any shut-in payment being due by Lessee to Lessor, If, at the end of the free period of six months provided for in the preceding sentence, deliveries have not commenced despite Lessee's good faith efforts to connect to the available market and if the Lease is not otherwise being maintained, Lessee may maintain the Lease by making shut-in gas payments as provided for in Paragraph 6(d) thereof, and it shall be considered that the well with respect to which such payments are to be made was shut in as of the end of the said additional free period.

(e) If at the end of the Initial Period or the Second Period identified above, as the case may be, Lessee has not provided for the intrastate marketing of said gas as set forth herein, and Lessor and Lessee have not mutually agreed to extend the period during which an intrastate market for said gas may be sought, Lessee shall be free to market said gas in interstate commerce. In addition, if at that time the Lease is not being otherwise maintained by separate operations or production as set forth in Paragraph 6(d) thereof, and Lessee desires to maintain the Lease by making shut-in gas well

payments as provided for in said Paragraph 6(d), it shall be considered that the well with respect to which such payments are to be made was shut-in as of the end of the Initial Period or Second Period, as the case may be.

(f) Lessor shall have the right, but not the obligation, to assist Lessee in its attempts to secure an intrastate market for any gas discovered on or allocated to the leased premises, which shall include the submission through Lessor's efforts of offers from prospective purchasers; provided, however, that if Lessee shall have complied with its obligations as provided for herein to attempt to obtain an intrastate market, the decision of Lessee on the acceptance or rejection of such intrastate offers shall be final insofar as gas attributable to the interest of Lessee is concerned.

(g) Lessee shall make a full and complete disclosure to Lessor of its efforts to obtain an intrastate market, including information concerning the contracts made with prospective intrastate purchasers and the details of all interstate and intrastate offers made to Lessee as well as all contracts entered into under subparagraph I(c) hereof. This information shall be furnished quarterly, beginning with the commencement of the Initial Period. All such information shall be kept strictly confidential by Lessor.

(h) Lessee shall not sell or commit to a contract any gas to be produced from or allocated to the leased premises unless said gas is to be produced from or allocated to a zone or zones, or their stratigraphic equivalent, which have been determine4 to be capable of producing gas in paying quantities on the effective date of such sale or commitment. Upon being presented reasonable justification for same, Lessor may elect to waive this restriction. It is further provided that the provisions of this rider and the time periods provided for herein shall relate separately to each such contract and to each different gas reserve as hereinafter defined, For the purposes of this rider each separate zone, or as the case may be, each separate pool or reservoir not committed under any prior gas contract shall be considered a "different gas reserve"; or if a prior contract committed all reserves to a specific depth or depths, "different gas reserves" shall be considered to be any discoveries below that specified depth or depths, In the event of the completion of a well in a different gas reserve, the Initial Period, as herein above defined, shall commence on the date a well is first completed in said different reserve or, as the case may be, when the gas is first ready for production and marketing.

(i) Lessor may waive any of the time periods provided for herein if it becomes satisfied that an intrastate gas market is not and will not be available or if such waiver appears to be in the best interest of the State of Louisiana, and in connection therewith may enter into balancing agreements or similar agreements for placing other gas into an intrastate market under the terms of which Lessee may agree that the identical volume of gas produced from or allocated to the leased premises and sold by Lessee to an interstate market may subsequently be dedicated to or sold by Lessee to an intrastate market whether said gas is realized by Lessee out of subsequent production from or allocated to the leased premises or from other properties of Lessee.

(j) Lessee shall have the right to process the gas and sell the liquid components thereof as permitted by the Lease; provided, however, that if the gas has not previously been committed to an interstate market, no processing or other handling shall be utilized that will destroy the intrastate status of the gas.

2. Marketing of Oil and Other Liquid Minerals

(a) If either oil or other liquid mineral is produced in paying quantities, from the leased premises or on lands pooled or unitized therewith, such minerals, insofar as they are attributable to the leased premises, shall be sold by Lessee to an intrastate market for refining or processing in the State of Louisiana if such market is available within a reasonable period of time, as more fully set out herein below; or in lieu of obtaining a new intrastate market, Lessee may deliver such minerals under its existing intrastate contracts to be refined or processed in the State or to take the minerals for its own intrastate refining or processing. If Lessee does not elect to deliver such minerals under existing intrastate contracts or to take such minerals for its own intrastate uses, then for a period of ninety (90) days from the date of such production Lessee agrees to make a diligent and good faith effort to obtain an intrastate market for such minerals that will cause them to be refined or processed in the State of Louisiana, and, if such a market can be obtained, to enter into a contract for the sale of such minerals to an intrastate market upon the best terms that can be negotiated, but on terms customary in the industry for such contracts. In no event, however, shall Lessee be required to sell such minerals to an intrastate market at a price less favorable than that which could be negotiated for a sale of the minerals to an interstate market and in no event shall Lessor's royalty be based on less than the current market value of the minerals. If at the end of the ninety (90) day period Lessee has not been able to sell such minerals to an intrastate market in accordance with the provisions hereof, Lessee shall be free to market such minerals to any purchaser whether intrastate or interstate in character. If the minerals are taken by Lessee for its own use or are delivered under an existing intrastate contract and royalty is due thereon, such royalty shall be based on the current market value of the minerals when so used or delivered.

(b) If the ninety (90) day period becomes operative, then it will be considered as a period during which Lessee is producing minerals from the premises in paying quantities, which production will have the same effect as actual production would have on the lease.

(c) For the purpose of assessing the performance of Lessee of the obligations imposed by this Paragraph 2, the disclosure provisions of Paragraph I(g) of this rider shall be applicable.

(d) The waiver provisions of Paragraph I(i) of this rider shall be applicable to the terms and conditions contained in this Paragraph 2.

3. Deferred Development

**Actual drilling on, or production from any unit or units (formed by private agreement, or by any State or Federal governmental authority, or otherwise) consisting exclusively of the land covered by this lease or consisting of both land herein leased and other land, shall maintain this lease in force beyond the primary term only as to that portion of LESSOR'S land included in such unit or units, whether or not such drilling or production is on or from the leased premises. This lease may be maintained in force as to the remainder of the land in any manner specified in this lease.** Notwithstanding anything to the contrary herein contained, it is understood and agreed that in the event during the primary term of this Lease, or within one (1) year thereafter (if the

Lease is then in force and effect), a portion of the property covered hereby is integrated and included or placed with other lands in a pooled or combined unit, whether by order of a governmental agency or by conventional contract, then unit drilling operations or unit reworking operations or unit production from a well situated on l' and/or property embraced in such unit or units (hereinafter collectively called "unitized operations"), shall serve to maintain this Lease in force and effect as to the entirety of the leased premises, subject however to the following express requirements in lieu of reasonable development of the "outside acreage," as hereinafter defined, which is not otherwise maintained under the terms of this Lease all as set out more completely, herein below in this Paragraph 3. If on the anniversary date of the Lease next ensuing after the commencement of unitized operations (or if the first date of unitized operations is less than 90 days prior to the anniversary date, then on the expiration of 90 days after such first date of unitized operations) the Lease is not being maintained under its terms by means other than unitized operations, the Lease shall terminate on said anniversary date (or at the end of said 90 day period as the case may be) as to all outside acreage unless on or before said anniversary date (or the end of said 90 day period, as the case may be) Lessee pays or tenders to Lessor, as a deferred development payment, a sum of money equal to one-half of the rate per acre of the cash payment paid for the Lease multiplied by the number of acres then comprising the outside acreage, which tender or payment shall maintain this Lease in effect as to such outside acreage not otherwise maintained under the terms of the Lease until the next ensuing anniversary date. By similar tender or payment of a deferred development payment on or before each succeeding anniversary date this Lease may so be maintained in force during the remainder of the primary term (if any) and for two years thereafter as to such outside acreage. After the expiration of the periods during which the Lease may be maintained by deferred development payments as above provided, if this Lease at any time is not being maintained in effect by other than unitized operations, it shall terminate as to all outside acreage not otherwise so maintained under the provisions of this Lease, provided that if a unit or units are created after the expiration of said periods the effect of which is to convert non-unitized operations as hereinafter defined, into unitized operations, it shall be regarded for all purposes of this Lease as though there had been on the effective date of such unit or units a cessation of production on the outside acreage. If at any time during the primary term of the Lease or within one year thereafter there is a cessation of all non-unitized operations as hereinafter defined, whether same occurs as the result of the actual cessation of such operations or as the result of non-unitized operations being converted into unitized operations, then Lessee, in lieu of resuming non-unitized operations as provided in this Lease, may elect to maintain the Lease in effect as to the outside acreage by tendering or paying a deferred development payment, computed as herein above provided, on the next ensuing anniversary date of this Lease (or within 90 days from the cessation of non-unitized operations if such cessation should occur less than 90 days prior to such anniversary date). If at any time during the second year after the primary term of the Lease, there is a cessation of non-unitized operations as hereinafter defined, whether same occurs as the result of the actual cessation of such operations or as the result of non-unitized operations being converted into unitized operations, then the entire Lease shall nevertheless remain in effect until the next ensuing anniversary date.

Nothing contained in this Paragraph 3 is intended to create nor shall have the effect of creating several or separate leases, or in any manner to extend, increase or limit the obligation of Lessee to protect the leased premises from drainage as stated in the Lease, or otherwise. If at any time, either during the primary term of the Lease or the limited extension of the Lease beyond its primary term as provided above in this Paragraph 3, as to the outside acreage not otherwise held under the terms hereof, Lessee conducts non-unit drilling operations or non-unit reworking operations or obtains non-unit production from the leased premises (collectively defined as "non-unitized operations"), then the provisions of this paragraph shall not thereafter apply so long as said non-unitized operations shall continue.

The provisions of this Paragraph 3 shall also be applicable to a unitized shut-in gas well, but in this event, the annual deferred development payment shall be reduced by deducting therefrom the amount of shut-in gas well payments paid, if any, during the same period under Paragraph 6 of the Lease which is applicable to the acreage on which the deferred development payment is applicable.

For purposes of this paragraph the following definitions shall apply:

(a) The term "anniversary date" shall mean the date of this Lease and the same date of each next ensuing year or years.

(B) The term "outside acreage" shall mean all of the leased premises, except any portion(s) thereof included in a unit or units on which unitized operations are being conducted.

4. Environmental and Other Considerations

The lessee hereby agrees, as one of the obligations of this rider, that in exercising the rights granted it under the Lease, it will comply with and be subject to all applicable environmental and other laws and regulations validly adopted or issued by the State of Louisiana, or its agencies, or by the United States, or its agencies. Lessee further agrees that it will comply with all minimum water quality standards validly adopted by said governmental authorities with respect to oil pollution and noxious chemicals and waste being introduced into affected water areas. Further, in conducting all operations under this Lease requiring dredging, filling, or local navigation in order to explore, develop or exploit shallow-water areas, Lessee shall comply with the applicable requirements of the appropriate Louisiana state agency charged with the environmental management of said area. Finally, it is understood and agreed that on depletion of production or completion of operations under this Lease, the Lessee shall remove all structures which would impede commercial fishing and trawling, including, without limitation, all submerged materials, equipment or debris placed on the leased premised by or for the account of Lessee; and the affected water bottoms shall, to the extent reasonably possible of accomplishment, be returned or restored to a condition as nearly equivalent to that which existed before said operations were conducted and/or structures were constructed. Lessee further agrees that in exercising the rights granted it hereunder and in discharging the obligations undertaken in Paragraph 2 of this rider, involving issuance of advance certifications, permits or approvals, it will allow sufficient lead time in the planning of its activities to permit the affected regulatory agencies to make appropriate review of the proposed operations.

5. Notice

Except in the situations where specific time periods are established for performance, Lessee shall not be in default under the Lease with respect to the violation of any provision of this rider until 30 days after written notice of such violation is received from Lessor, and Lessee has not corrected or commenced to correct such violation.

6. Conflict of Terms

Unless specifically provided otherwise, in the event of a conflict between any provision of this rider and any of the provisions of the Lease, the provisions of this rider shall control.

7. Severability

In the event that this rider or any provision hereof is declared to be illegal or unconstitutional, its nullity shall in no way impair the validity of the Lease to which this rider is attached or of other portions of the rider not declared illegal or unconstitutional; provided that Lessee shall not directly or indirectly institute or cause to be instituted any action seeking to declare the nullity or the unenforceability of this rider or any part thereof.

8. Additional Terms of Lease

(a) The lessee acknowledges and agrees that the City of Shreveport shall retain use of said property.

(b) Said lease shall be limited to mineral/oil/gas rights only. Any use of said property must be approved in writing by the City and shall not interfere with the operations of the any agency located on the said property.

(c) The said land is to be leased **"AS IS, WHERE IS" and said Lessee expressly acknowledges that there are no warranties, expressed or implied, or statutory, even as to return of the purchase price or any portion thereof, made by the Seller herein.**

(d) The Lessee expressly waives all warranties expressed or implied or statutory, including any implied or statutory WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and including, without limitation, all articles of the Civil Code and Revised Statutes of Louisiana pertaining to warranty, hidden defects, redhibitory vices, and the like such as are provided for by Louisiana Civil Code Articles 2475, 2476, and 2520-2548, and all others; and further expressly waives all redhibitory actions, all actions to rescind, and all actions to reduce price, and by their signatures hereon, acknowledge such waivers.

(e) Furthermore, lessee and their heirs, assigns or successors shall make no alteration of existing ground cover or topography or make other use of the surface of the property without the express written consent of the city, which consent may not be unreasonably withheld.

(f) Additionally, and their heirs, assigns, or successor owners shall defend, indemnify and hold harmless the City of Shreveport from any losses or damages or any action or proceeding of any nature whatsoever resulting from or caused by use of the said property.

## EXHIBIT "A"

### ELSTON PARTITION

Lot Nos. 12, 13, 14, 15, 16, 17 and 18 of the Mrs. E. O. Elston Estate Partition South and East of the T & P Railroad, Section 29, Township 17 North, Range 14 West, located in the North 3/4 E/2 E/2 of said Section 29, identified by a plat dated June 30, 1948, recorded under Instrument No. 30293, Book 600, Page 211 of the Conveyance Records of Caddo Parish, Louisiana, containing 16.21 acres, more or less. **Geo #'s 171429-0001-0021-00, 171429-0001-0023-00, 171429-0001-0025-00, 171429-0001-0027-00, 171429-0001-0029-00, 171429-0001-0031-00, and 171429-0001-0033-00.**

END OF EXHIBIT

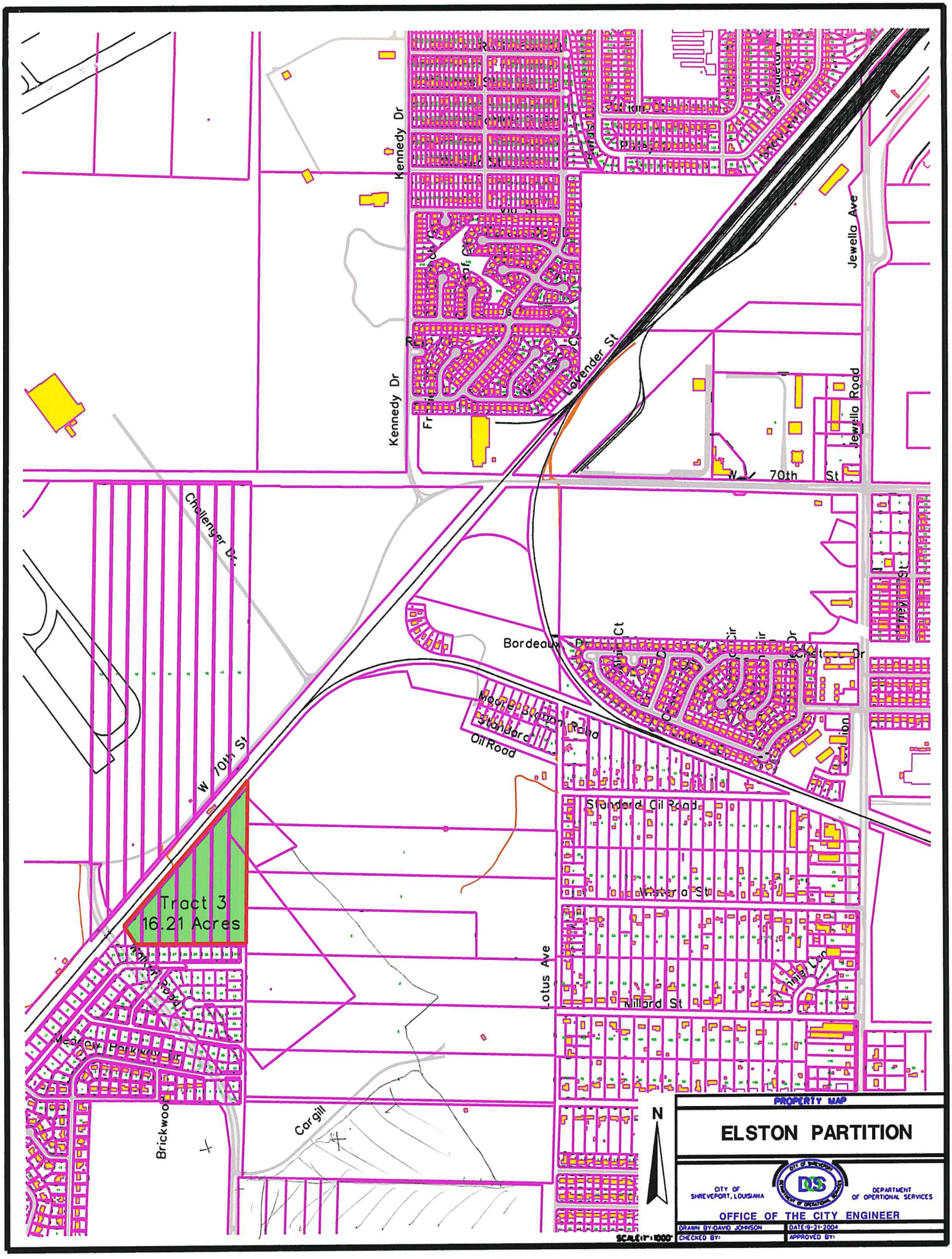
Kennedy Dr
Kennedy Dr
Lavender St
Jewella Ave
Jewella Road
W 70th St
Challenger Dr
Bordeaux Dr
Moore Station Road
Standard Oil Road
Standard Oil Road
W 70th St
Tract 3
16.21 Acres
Lotus Ave
Millard St
Cargill
Brickwood
N
PROPERTY MAP
ELSTON PARTITION
CITY OF SHREVEPORT, LOUISIANA
DEPARTMENT OF OPERTIONAL SERVICES
OFFICE OF THE CITY ENGINEER
DRAWN BY: DAVID JOHNSON
DATE: 9-21-2004
CHECKED BY:
APPROVED BY:
SCALE: 1" = 1000'

**EXHIBIT F**

State Agency Lease

Louisiana State Agency Lease Form

Revised, 1981 with Approved Rider Attached

STATE OF LOUISIANA

PARISH OF CADDO

WHEREAS, under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the City of Shreveport of the State of Louisiana, advertised for bids for a lease covering oil, gas and other liquid or gaseous minerals in solution and produced with oil or gas on the property described below; and

WHEREAS, in response to the required advertisements, bids were received at the Office of the Purchasing Agent on the 30th day of December, 2003, at a meeting of the Purchasing Agent and all bidders.

WHEREAS, by resolution duly adopted, the City of Shreveport accepted the bid of Alternate Fuel Systems of Louisiana, Inc., whose mailing address is 400 Travis, Suite 2000, Shreveport, Louisiana 71101.

(hereinafter referred to as "Lessee") as being the most advantageous to said state agency.

NOW, THEREFORE, be it known and remembered that the City of Shreveport of the State of Louisiana acting under said authority, as Lessor, does hereby lease, let and grant exclusively unto the said Lessee, and Lessee's successors and assigns, the property described below for the purpose of exploring by any method, including but not limited to geophysical and geological exploration for formations or structures and prospecting and drilling for and producing oil, gas and any other liquid or gaseous minerals in solution and produced with oil or gas, hereinafter sometimes referred to for convenience as oil, gas or other liquid or gaseous mineral. In connection therewith, Lessee shall have the right to use so much of the property as may be reasonably necessary for such operations, including but not limited to storing minerals and fluids in facilities or by means other than subsurface storage; laying pipelines; dredging canals; and building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and facilities. The leased property, situated in the Parish of Caddo, State of Louisiana, is more fully described as follows:

SEE EXHIBIT "F (a)", ATTACHED HERETO AND MADE
A PART HEREOF FOR DESCRIPTION OF PROPERTY.

This lease excludes free sulphur, potash, lignite, salt and other solid minerals. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits.

1. Lessee has this day paid to Lessor a cash payment of Three Thousand One Hundred Ninety Six and No/100 Dollars ($3,196.00), one-half (1/2) of which is bonus as full and adequate consideration for every right granted hereunder and not allocated as mere rental for a period, and one-half (1/2) of which is rental for the first year of this lease.

2. Subject to the other provisions hereof this lease shall be for a term of three (3) years from the date hereof (hereinafter called "primary term") and as long thereafter as oil, gas, or any other liquid or gaseous mineral is produced hereunder in paying quantities or any operation is conducted, payment is made, or condition exists, which continues this lease in force, according to its terms.

3. If actual drilling operations are not commenced hereunder on the leased premises in good faith on or before one year from the date hereof, this lease shall then terminate unless Lessee on or before the expiration of that period shall pay or tender to the Lessor the sum of One Thousand Five Hundred Ninety Eight and No/100 Dollars ($1,598.00) (hereinafter called "rental") which shall not be less than one-half (1/2) of the above cash payment and which shall extend for twelve (12) months the time within which drilling operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders, all of Lessee's rights hereunder may be maintained without actual drilling operations for successive periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee made payable to the order of Lessor and delivered or mailed by registered mail to the Lessor on or before the rental paying date.

4. (a) If on any rental paying date actual drilling operations are being conducted on or production in paying

quantities is being obtained from the leased premises, no rental shall be due for the annual rental period then commencing; if actual drilling operations be abandoned at any time within a period of ninety (90) days prior to any rental paying date or if production ceases within such ninety (90) days, Lessee shall have a period of ninety (90) days after the date of such abandonment of operations or cessation of production within which to commence or resume production, commence actual drilling operations on the leased premises, or make the rental payment, and the commencement or resumption of production, commencement of such operations, or payment of rental within the ninety (90) day period shall have the same effect as though resumed, commenced, or paid on or before the rental paying date.

(b) If at the expiration of the primary term oil, gas or other liquid or gaseous mineral is not being produced hereunder but on or before that date (or on or before the end of ninety (90) days following cessation of production or abandonment of a well, if a well is abandoned or production should cease within ninety (90) days prior to the expiration of the primary term) Lessee commences actual drilling or reworking operations on the leased premises in an effort to make the premises produce any such minerals (or production is commenced or resumed during such ninety (90) day period), then this lease shall continue in force so long as such operations are being conducted in good faith without lapse of more than ninety (90) days between cessation of operations and their recommencement whether on the same well or wells or on a different well or wells successively or so long as the production so commenced or resumed is obtained in paying quantities. If at any time or times after the expiration of the primary term production hereunder should for any reason cease or terminate, Lessee shall have the right at any time within ninety (90) days from cessation of production to resume production or actual drilling or reworking operations in an effort to make the leased premises again produce any of such minerals, in which event this lease shall remain in force so long as such operations are continued as above provided. If as a result of any such operations, oil, gas, or other liquid or gaseous mineral be found and produced or the production of any of them is restored, this lease shall continue in force so long as any of them are produced hereunder in paying quantities or this lease is otherwise being maintained as herein provided.

(c) This lease may be maintained in force by directional drilling operations (deviation from vertical), in which event actual drilling operations shall be considered to have commenced on the leased premises when the drill stem penetrates beneath the surface of the leased premises.

(d) Wherever used in this lease, "actual drilling operations" means actual drilling (commenced by spudding in) of a new well, or the good faith deepening, sidetracking, or the plugging back or attempted recomp1etion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); and "reworking operations" means reconditioning, cleaning out, or otherwise attempting in good faith to establish, increase, or restore production in an existing well by downhole operations. Once commenced, any such operations shall be deemed to continue so long as they are conducted in good faith without a lapse of more than ninety (90) days. Actual drilling operations shall be deemed to terminate on the last day actual operations of any kind, such as drilling, testing, or installation of equipment are conducted in good faith for the purpose of attempting to discover minerals or to complete a well as a producer. Reworking operations shall be deemed to terminate on the last day such operations are conducted in good faith for the purpose of establishing, increasing, or restoring production. "Paying Quantities" as used in this lease means paying quantities as defined by Article 124 of the Louisiana Mineral Code, provided that in addition thereto, and notwithstanding the provision of Article 125 of said Code, the royalties payable on such production must also be sufficient to constitute a serious or adequate consideration to Lessor to maintain this lease in effect.

5. The obligations set forth in this Article are applicable only to wells drilled on property which is not part of a pooled unit containing all or any portion of the leased property. Such property is hereinafter described in this Article as "adjoining property."

(a) If at any time during or after the primary term there is completed on adjoining property a well located within six hundred and sixty (660) feet of the leased premises (or within any spacing or pooling unit distance greater than 660 feet established by the Commissioner of Conservation) and such well produces oil, gas, or other liquid or gaseous mineral in paying quantities for twenty (20) days (which need not be consecutive) during any period of thirty (30) days, or produces its monthly allowable during such thirty (30) day period, rebuttal presumptions will arise: (1) that the leased premises are thereby being drained; (2) that the leased premises are not being reasonably protected from drainage by any well or wells on the leased premises or land pooled therewith; and (3) that an offsetting well on the leased premises would be economically feasible. If Lessee is the operator of or has a working interest in the adjoining property, Lessee will begin actual drilling operations for a well on the leased premises within ninety (90) days after the end of the above thirty (30) day period. In all other cases Lessee shall be required to begin such operations only within ninety (90) days after receipt of written notice from the Board of the expiration of the above thirty (30) day period. No offset well shall be necessary if, on or before the maturity date of the offset obligation or any deferred maturity date as hereinafter provided, any of the stated presumptions are rebutted or a unit for the well in question embracing all or part of the leased premises is formed by agreement with the Board or by order of the Commissioner of Conservation.

In lieu of commencing operations for an offset well as above provided, Lessee may, at Lessee's option, commence compensatory payments equal to the royalties herein provided, computed on one-half (½) of the oil, gas, or other liquid or gaseous mineral produced by the well in question on and after the date operations would have otherwise

been commenced, value to be determined in accordance with the provisions of Article 6 of this lease. Such payments may be commenced on or before sixty (60) days after the date operations would otherwise have been commenced, but shall include any accrued compensatory payments. Thereafter, payments shall be due monthly in accordance with Article 6 (g). The lessee shall not be in default in either commencing compensatory payments or in making further payments as above provided if despite due diligence Lessee is unable timely to obtain the production information on which such payments are to be based. In any such case, however, Lessee must on or before the due date of the payments, notify the Board in writing of Lessee's inability to make such payment, the reasons therefor, and Lessee's intent to make such payment at the earliest reasonable time. Compensatory payments may be continued, at Lessee's discretion, for not more than one year from the date on which offset operations would otherwise have been commenced. At the end of that time, or within 30 days from the end of any lesser period for which payments are made, Lessee shall comply with this offset obligation if the producing well continues to produce in paying quantities or to produce its allowable and the other conditions making this obligation operative are existent. The right to make compensatory payments is intended to permit Lessee to evaluate further the producing well, and the making of such payments shall not of itself be sufficient to maintain this lease if the lease is not otherwise being maintained in force and effect; however, the making of any such payments shall not prejudice Lessee's right to rebut any of the above enumerated presumptions.

(b) In addition to the specific offset drilling obligation above provided, Lessee agrees to drill any and all wells necessary to protect the leased premises from drainage of oil, gas, or other liquid or gaseous mineral by a well or wells on adjoining property or to take any other steps reasonably necessary to protect the leased premises against such drainage, including, but not limited to, obtaining the formation of appropriate drilling or production units. If Lessee is the operator of or has a working interest in any well on adjoining property, Lessee shall be obligated to begin actual drilling operations: or a well on the leased premises or to take such other steps as may be reasonably necessary to protect the leased premises within ninety (90) days from the time Lessee knows or reasonably should know that drainage is occurring. In all other cases Lessee shall be obligated to begin such operations or take such other steps only within ninety (90) days after receipt of written notice from the Board.

(c) In those instances in which notice is expressly required under paragraph (a) or (b), above, damages, if due, shall be computed only from the date on which notice is received or, if Lessee commences compensatory payments, the date on which such payments are discontinued. In those instances in which there is no requirement or notice under (a) or (b), above, damages, if due, shall be computed from the time Lessee knew or reasonably should have known drainage was, occurring. Written notice containing a demand for performance shall be necessary as a prerequisite to any action for cancellation of the lease by Lessor for nonperformance of any obligations of Lessee to protect the leased premises against drainage.

6. Unless Lessor elects to take in kind all or any part of the portion due Lessor as royalty on minerals produced and saved hereunder, which option is hereby expressly reserved by Lessor pursuant to L.R.S. 30:127 A and which is to be exercised by written notice by Lessor to Lessee at any time and from time to time while this lease is in effect and either prior or subsequent to acceptance by Lessor of royalties other than in kind, it being understood that nothing contained in this lease or in the rider attached hereto shall ever be interpreted as limiting or waiving said option, Lessee shall pay to Lessor as royalty:

a) _____of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral produced and saved or utilized by methods considered ordinary production methods at the time of production. The value of such oil shall not be less than the average price for oil of like grade and quality posted for the field in which this lease is situated. If there is no price posted for the field in which this lease is situated, the value of such oil shall be not less than the average of prices posted for oil of like grade and quality for the three fields nearest to the field in which this lease is situated for which such prices are posted. If Lessee enters into an oil sales contract which, at the time of execution, provides for a price equal to or in excess of the appropriate average price referred to in the two preceding sentences, the price payable under the terms of the contract at the time such oil is run shall be the value of such oil, even though the appropriate average changes during the life of the contract; however, any such contract must have been prudently negotiated under the circumstances existing at the time of execution. If Lessee is unable, after diligent effort, to sell such oil for a price equal to or in excess of the appropriate average price and Lessee consequently negotiates a contract to sell such oil to an independent party at a lesser price, the value of such oil for the duration of any such contract (but not in excess of one year) shall be the price received by Lessee under such contract.

The lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered being a production function or facility at the time such oil is run. Without limiting the foregoing sentence and without regard to classification as production costs, or otherwise, the following costs are not to be deducted from the value of production: (1) costs incurred for gathering or transporting production in the field; (2) costs incurred for handling, treating, separating, or in any way processing production to make it marketable by methods considered ordinary at the time such oil is run; and (3) the cost of storage on the lease or in the field. The performance of any producing function or any function mentioned in clauses (2) and (3) of the foregoing sentence at a commingled facility in or outside the field in which this lease is situated shall not make the cost of any such function deductible.

If Lessee delivers such oil at a point outside the field in which this lease is situated, Lessee may deduct from the value of the actual costs of transportation from the field to the point of delivery by means of facilities belonging to an independent party. If such transportation is by means of facilities owned by one other than an independent party, Lessee may deduct the actual cost of such transportation, but only if such cost is no greater than the fair value of the services performed; if actual cost is greater than fair value, the fair value shall determine the amount deductible; however, if the facilities used are regulated as a common carrier by a state of a federal regulatory agency, the authorized tariff chargeable for the services rendered and paid by Lessee shall be deemed the fair value of such services. If such transportation is by means of any facilities owned by Lessee, Lessee may deduct from the value of production a reasonable sum for such services, computed as follows: the amount deductible shall include only (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

If Lessee receives any compensation for any function or process for which Lessee is responsible to Lessor without right to deduct costs, including, but not limited to, (1) handling, gathering, or transporting such oil, or (2) treating or processing such oil by ordinary methods to make it marketable, the amount of such compensation shall be added to the value of such oil when computing royalties. If Lessee is deducting costs for any functions for which he is also receiving compensation, deductions may be made only to the extent that they are in excess of any such compensation.

(b) _____ of the value as hereinafter provided, of all gas, including casing head gas, produced and saved or utilized by methods considered as ordinary production methods at the time of production. When such gas is sold by Lessee to an independent party under an arm's length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such gas and of gas utilized by Lessee shall be the price received by Lessee for such gas under the contract. If the purchaser is not an independent party but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution if made with an independent party, then the value of the gas shall be the price received by Lessee under the contract; if the contract would not have been considered prudently negotiated if made with an independent party, the value of such gas shall be its fair value at the time of production but not less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar quantities of gas. In all other cases the value of such gas shall be the average stated in the last clause of the preceding sentence.

Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered being a producing function at the time such gas is produced. Without limiting the foregoing sentence and without regard to classification as production costs or otherwise, the following costs are not to be deducted from the value of production: (1) costs incurred for gathering or transporting production in the field; or (2) costs incurred for dehydrating, decontaminating, or in any way processing production to make it marketable by methods considered ordinary at the time such gas is produced. The performance of any producing function or any function mentioned in clause (2) of the foregoing sentence at a commingled facility in or outside the field in which this lease is situated shall not make the cost of any such function deductible. Without regard to classification as production costs or otherwise, Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

If Lessee delivers such gas at a point outside the field in which this lease is situated, Lessee may deduct from the value of such gas a reasonable sum for transportation from the field to the point of delivery by means of facilities belonging to an independent party, not in excess of actual cost. If such transportation is by means of facilities owned by one other than an independent party, Lessee may deduct the actual cost of such transportation, but only if such cost is no greater than the fair value of the services performed; if actual cost is greater than fair value, the fair value shall determine the amount to be deducted. If such transportation is by means of any facilities owned by Lessee, Lessee may deduct from the value of production a reasonable sum for such services, computed as follows: the amount deductible shall include only (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

If Lessee receives any compensation for any function or process for which Lessee is responsible to Lessor without right to deduct costs, including but not limited to, (1) gathering or transporting such gas or (2) dehydrating, decontaminating, or in any way processing production to make it marketable, the amount of such compensation shall be added to the value of such gas when computing royalties. If Lessee is deducting costs for any functions for which he is also receiving compensation, deductions may be made only to the extent they are in excess of any such compensation.

(c) In addition to the separation of condensate or other liquid mineral from gas by ordinary production methods (as to which Lessor shall receive royalties above provided and for which separation no charge may be made by Lessee),

gas produced hereunder, including casing head gas, may be processed in a gasoline or other extraction plant in or serving the field, and products may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. If Lessee enters into a contract for the processing of gas with an independent party or parties under which such party or parties retain in kind a portion of the products recovered from or attributed to such gas as consideration for processing, Lessee shall pay the royalty provided for gas in paragraph 6(b) based on the value, as hereinafter determined, of Lessee's share of such products under such contract. In all other cases Lessee shall pay the royalty provided for gas in paragraph 6(b) based on the value, as hereinafter determined, of the total products recovered, after deducting therefrom the costs of processing as specified below. The value of such products (or Lessee's share thereof) in the cases above provided shall be the price or prices received by Lessee if sold under a contract or contracts prudently negotiated under the facts and circumstances existing at the time of execution with an independent party or parties. If such products are not sold to an independent party but are sold under a contract which would have been considered prudently negotiated if executed with an independent party, the value of such products (or Lessee's share thereof) shall be the price or prices received by Lessee. If such products are not sold to an independent party under a prudently negotiated contract or are sold to one other than an independent party under a contract which would not have been considered prudently negotiated if executed with an independent party, the value of the products shall be their fair market value at the plant at the time sold. The value of any such products (or Lessee's share thereof) not sold under any contracts shall be the fair market value at the plant for such products, or if no products are being sold at the plant, the average of the market values for like products of the same grade and quality at the three nearest plants at which such products are being sold.

When the cost of processing is not met by retention by the processor of a share of the products or in any other case in which Lessee is to deduct from the value of such products the cost of processing, the charges shall be determined as follows. If the gas is processed by an independent party or parties under a contract prudently negotiated under the facts and circumstances existing at the time of execution, the charges deducted shall be those provided in such contract. In all other cases, including processing by those other than an independent party or parties and those in which Lessee itself or in conjunction with others owns the plant, the charges should be determined by contract between Lessee and Lessor. In the absence of such a contract the charges to be deducted shall include only the proportionate part of: (1) the direct cost of operating and maintaining the plant, computed annually, including cost of labor and on-site supervision, materials, supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the plant computed over the life or lives of the field or fields served by the plant, or by such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem taxes.

In all of the cases provided for in this paragraph, Lessor shall be entitled to the royalty for gas provided in paragraph (b) of this Article based on the value of Lessee's share of the residue gas sold or otherwise disposed of after processing.

(d) If at any time or times (during or after the primary term) there is on the leased premises a well or wells capable of producing gas in paying quantities, which fact has been duly verified and confirmed in accordance with Lessor's requirements for proof thereof, but gas is not being used or marketed therefrom because of the lack of a reasonable market or marketing facilities or governmental restrictions and if this lease is not then being otherwise maintained by separate operations or production, this lease shall, nevertheless, remain in full force and effect for a period of ninety (90) days after cessation of such production or such operations or the shutting in of such well. If, on or before the expiration of the ninety (90) day period, production or operations shall not have been commenced or resumed, Lessee, in order to maintain the lease in force thereafter, shall commence semi-annual payments to the Lessor at the rate and in the manner provided herein below and thereby maintain the lease in full force and effect during the periods covered by such payments; however, if the ninety (90) day period should expire during the first year of the primary term or during any year *for* which a rental has previously been paid, the initial payment hereunder shall not be required until the next anniversary date of the lease. The first payment; if made, shall be tendered on or before the expiration of the ninety (90) day period or the appropriate anniversary date, as the case may be, and shall maintain this lease for six (6) months, commencing from the expiration of the ninety (90) day period or the anniversary date. Subsequent payments shall be made at six (6) month intervals thereafter (herein referred to as "shut-in payment dates"). Unless additional payment periods are earned as hereinafter provided, Lessee's right to make such payments shall continue for six (6) semi-annual periods (the total of which is herein called "initial payment period"). Each semi-annual payment shall be at the rate of twenty-five dollars ($25.00) per acre for the number of acres then covered by this lease, but no payment shall be less than five hundred dollars ($500.00). Each payment shall maintain this lease in full force and effect for a period of six (6) months, and during each period for which a payment has been made, it shall be considered that gas is being produced hereunder for all purposes hereof, but especially under the provisions of Articles 2, 4, 7, and 9; however, if the provisions of this paragraph 6(d) are in conflict with those of any other articles hereof, the provisions of this paragraph shall be controlling.

If on any shut-in payment date, actual drilling operations are being conducted on or actual production of oil, gas,

or other liquid or gaseous mineral in paying quantities is being obtained from the leased premises, no shut-in payment shall be due until the next shut-in payment date; however, the running of the initial payment period shall not be suspended or interrupted, and the same shall be true of any extension of that period by: additional shut-in periods earned as hereinafter provided.

The initial payment period may be extended in the following manner. The lessee may earn two (2) additional six (6) month shut-in payment periods beyond the initial payment period for each additional well drilled or completed after completion of the shut-in well on which the initial shut-in payment was made (whether such additional wells are dry holes, producers, or shut-in wells). To qualify as a well "completed" after the first shut-in well, the completion must be in another hole, and no more than one completion will be counted for each additional hole regardless of the number of sands in any such hole. The aggregate additional periods (hereinafter referred to as "additional periods") so earned shall not exceed a total of six (6). The first of any additional periods shall commence from the date on which the initial payment period would have expired and the initial payment period, thus extended, shall continue to run from that date, regardless whether Lessee is actually required to make any additional payments. The Board and Lessee may by mutual agreement provide for further six (6) month periods (hereinafter called "further periods") beyond the initial payment period and any extension thereof.

If the end of the initial payment period falls within the primary term of this lease and at a time when there is a remaining rental date which would permit Lessee to maintain this lease by payment of rentals, Lessee may commence or resume the payment of rentals on the next anniversary date of this lease or may maintain this lease by any other means permitted under paragraphs 4(a) and 4(c). If the end of the initial payment period or any extension thereof falls within the last year of the primary term, it shall be considered that production has ceased under the terms of paragraph 4(a), and no rental shall be due for the remainder of the primary term. If the end of the initial payment period, any extension thereof, or any further period falls on or after the expiration date of the primary term and there are no operations or actual production sufficient to maintain this lease under the provisions of paragraphs 4(b) and 4(c), this lease shall terminate.

The provisions of this paragraph shall be applicable to any well with a gas/oil ratio such that the Commissioner of Conservation will not permit its operation without use or sale of the gas. Tender or acceptance of a shut-in payment or payments shall not free Lessee of any obligation to develop this lease as a prudent operator or to exercise diligent efforts to obtain a market for the gas so discovered.

(e) _____ of any and all other liquid or gaseous minerals in solution and produced with oil or gas and saved or utilized, which are not specifically mentioned herein, said royalties to be delivered or paid when marketed or utilized as is the accepted practice in such matters.

(f) In all cases, Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(g) The first payment of royalty shall be made within 120 days following commencement of production from, or allocation of production to the leased premises, except that in the case of any production from or allocable to the leased premises, which has occurred prior to the date of but which is deemed to be covered by this lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within 120 days from the date of this lease. Thereafter, royalty on oil, including condensate or other liquid mineral, produced and saved at the well by ordinary production methods shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including liquids or other products extracted or processed from gas other than by ordinary production methods, or other liquid or gaseous mineral not specifically mentioned shall be paid on or before the 25th day of the second month following that in which produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by L.S.A.:R.S. 31:137 through 142 relative to notice, damages, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(h) For all purposes of this Article 6 "independent party" means a company, firm, or other business unit which is not: (1) a direct part of Lessee's corporate or other business structure; (2) a wholly owned or actually controlled subsidiary corporation or other business unit of Lessee; (3) a parent corporation of Lessee; or (4) a wholly owned or actually controlled subsidiary of Lessee's parent corporation.

7. (a) Lessee may surrender all or any portion or portions of the leased premises at any time this lease is in effect and thereby be relieved of all obligations thereafter accruing under this lease as to the portions surrendered; however, no partial release or surrender shall reduce or otherwise affect the amount of rentals provided for in Article 3 of this lease.

(b) In the event of initial cancellation or forfeiture of this lease Lessee may retain forty (40) acres around each well capable of or producing oil and one hundred sixty (160) acres around each well producing gas and around each shut-in well capable of producing gas in paying quantities (including wells drilled under this lease by directional drilling). If any well is then being worked on or being drilled, Lessee shall have the right to complete such operations, and in the event any such operations result in completion of a well capable of producing oil or gas in paying quantities, Lessee may retain

acreage around each such well as above provided. Retained acreage around any well shall form as near a square tract as is practical. If any acreage covered by this lease shall have been included in a unit established by the Commissioner of Conservation, or by conventional agreement, or if any such acreage shall have been assigned to a producing or shut-in well under statewide allowable orders of the Commissioner and such acreage is actually being drained by the well or would be drained by it if the well were produced, Lessee may retain all the acreage included in such unit or units or so assigned for allowable purposes. Thereafter, each area so retained by Lessee shall be subject to the terms of this lease as regards future maintenance thereof.

(c) Within ninety (90) days after expiration or termination by its own terms of this ease or any portion thereof, either before or after the primary term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the leased premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred Dollars ($100.00) per day for each day of noncompliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove.

8. It is further agreed and understood that the rights of Lessee may be assigned or transferred in whole or in part, but no transfer or assignment whether in whole or in part, in elation to this lease shall be valid unless such transfer or assignment be approved by the Lessor.

9. Lessee may, with the consent and approval of Lessor pool or combine the acreage covered by this lease (or any portion thereof) with any other property, lease, or leases (or portions thereof). Operations on or production of minerals from, or the existence of a shut-in gas well on, any portion of a unit, including units created by the Commissioner of conservation or by conventional agreement, in which all or any part or the leased premises is embraced shall have the same effect under the terms of this lease as if it had occurred on the leased premises.

10. Should Lessee apply or give notice of intent to apply to the Commissioner of Conservation for the creation of any unit or units which would include all or any portion of the leased premises, Lessee shall furnish Lessor with a copy of the notice or application, each accompanying unit plat, and all other attached information either at the time the application is filed with the Commissioner or at the time required by applicable orders or regulations of the Commissioner for furnishing such information to any parties entitled to receive it, whichever is earlier. If a unit or units including all or any part of the leased premises are created by order of the Commissioner, Lessee shall submit to Lessor a survey plat of each unit or units so created.

11. Upon request by Lessor, Lessee shall furnish Lessor any or all of the following types of data relating to wells drilled on the leased premises or lands pooled therewith: (1) all wire line surveys in open or cased holes, including, but not limited to, all electrical and radio activity logs, porosity logs of all types and directional surveys; (2) core descriptions of both sidewall samples and conventional cores; (3) drill stem and production test data; daily drilling reports to be supplied weekly and (5) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. The lessee shall also furnish Lessor with any other information and data requested by Lessor to keep, Lessor fully informed that Lessee is complying with the provisions of this Lease in good faith, and developing and operating the leased premises as a reasonably prudent operator for the mutual benefit, of Lessor and Lessee. Any information furnished by Lessee to Lessor or otherwise examined and studied by Lessor shall be retained in confidence. Nothing in this Article shall require that Lessee furnish or permit inspection of any interpretation of any of the types of data referred to above, and nothing herein shall be construed as requiring Lessee to secure any such data solely for the purposes of this Article. Lessor's representatives shall have access at all reasonable times to examine and inspect Lessee's records and operations pertaining to the leased premises or lands pooled therewith.

12. Lessee shall be obligated to plug and abandon all wells on the premises no longer necessary for operations or production on this lease, and to remove from the premises all structures and facilities serving said wells, all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. The lessee shall furnish a bond as may be required at any time or times by Lessor, or such other security in lieu thereof as may be acceptable to Lessor, conditioned upon faithful performance of such obligations. In connection therewith, the right of Lessee to draw and remove casing from wells is recognized, provided such right is exercised by Lessee not later than one year after termination of this lease or portion thereof on which the well is located. If such right of salvage is not timely exercised, then the same shall be forfeited and said casing shall become the property of Lessor. In addition to restoration of the leased premises as contemplated and required by this lease, Lessee shall be responsible for all damages to the leased premises, and in addition thereto and without limitation for all damages to any timber, crops, roads, buildings, fences and other improvements thereon.

13. If at any time Lessee is maintaining this lease by actual drilling or reworking operations or by actual production and Lessee is prevented from continuing or resuming such operations or production by major storm, major flood, or other similar natural disaster or by a major accident beyond Lessee's control such as a blowout, fire, or explosion

and if Lessee cannot by reason of any such occurrence maintain this lease on any rental date by continuing any such operations or production or cannot maintain this lease beyond the primary term by continuing such operations or production, this lease shall not terminate and no rental shall be e so long as Lessee is so prevented from continuing or resuming such operations or production and is making diligent efforts to eliminate the effect of such occurrence. The lessee shall notify Lessor in writing within a reasonable time after such occurrence for the provisions hereof to become effective and applicable. The primary term shall in no event be extended for more than (1) year; and provided further that nothing herein shall suspend payment of delay rental to maintain this lease during the primary term in the absence of drilling or production.

14. If on the date of this lease all or any portion of the leased premises is included in a unit established by order of the Commissioner of Conservation. The lessee agrees to pay royalty on oil, gas or other liquid or gaseous mineral produced and saved or utilized and attributable to the leased premises from the date of such unit regardless whether all development operating costs chargeable to the leased premises have been paid.

15. Lessee hereby agrees to indemnify, hold harmless and defend Lessor against any and all claims, demands or suits for bodily injury, death, property damage or loss of any kind by Lessee or Lessee's employees, agents, subcontractors and their employees or agents and by any third ties which arise out of or result from or which are in any way connected with Lessee's operations, whether resulting from the sole or concurrent negligence of Lessor, Lessee or other parties operating hereunder.

16. In all suits arising out of this contract, the parties hereto agree that Louisiana law shall govern, and that the state courts of Louisiana shall be the proper forum, unless such suit is required to be filed in or is removed to any federal court in this state.

17. Notwithstanding any provisions to the contrary in this Lease or in the rider attached to, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either expressed or implied. It is expressly agreed that the Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefore.

THUS DONE, READ, ACCEPTED, AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the 19th day of February A.D. 2004, which shall be the date of this lease for all purposes.

WITNESSES to the signature of Lessor:

William M. Talton

Teresa Borja

By: _____

For: CITY OF SHREVEPORT
Lessor Agent

WITNESSES to the signature of Lessee:

G. G. NESBITT, III

THOMAS G. ORTIZ

ALTERNATE FUEL SYSTEMS OF LOUISIANA, INC.

_____
Lessee
FRANK GOLDSBERRY, President

**WITNESS FORM OF ACKNOWLEDGMENT FOR AGENCY**

STATE OF LOUISIANA
PARISH OF CADDO

Before me, the undersigned authority, personally came and appeared WILLIAM M. TALTON, who by me being first duly sworn, deposed and said: That he is one of the witnesses to the execution of the foregoing instrument and that he saw Keith Hightower sign said instrument as MAYOR for and on behalf of the CITY OF SHREVEPORT in the presence of appearer and TERESA BORJA, the other subscribing witness.

Sworn to and subscribed before me on this the 19th day of FEBRUARY 2004.

_____
Appearer

Notary Public
MALCOLM F. STADTLANDER, Notary Public
Caddo Parish, Louisiana
My Commission is for Life
I. O. No. 5719

**WITNESS FORM OF ACKNOWLEDGMENT FOR CORPORATE LESSEE**

STATE OF LOUISIANA

PARISH OF CADDO

Before me, the undersigned authority, came and appeared G. G. NESBITT, III, who by me being first duly sworn, deposed and said: That he is one of the witnesses to the execution of the foregoing instrument and that he saw FRANK GOLDSBERRY execute said instrument of President of ALTERNATE FUEL SYSTEMS OF LOUISIANA, INC. as the free act and deed of said corporation in the presence of appearer and THOMAS G. ORTIZ, the other subscribing witness.

Sworn to and subscribed before me
on this the 9th day of February, 2004.

NOTARY PUBLIC
JEANETTE CRANK, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

G. G. NESBITT, III, Appearer

**WITNESS FORM OF ACKNOWLEDGMENT FOR INDIVIDUAL LESSEE**

STATE OF _____
_____ OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first duly sworn, deposed and said: That he is one of the witnesses to the execution of the foregoing instrument and that he saw _____ execute said instrument as his own free act and deed in the presence of appearer and of _____, the other subscribing witnesses.

Sworn to and subscribed before me on this
the _____ day of _____, 200___.

_____
Notary Public

_____
Appearer

Approved: _____, 200___
STATE MINERAL BOARD

By: _____
Secretary ( Rev. 1981)

**APPROVED RIDER FOR ATTACHMENT TO**
**1975 LOUISIANA STATE AND STATE AGENCY LEASE FORMS**

1. Marketing of Natural Gas

For the purposes of this rider, the term "gas" shall include (i) gas well gas, (ii) gas cap gas produced after depletion of the oil column, and (iii) gas produced during the blow down period in a cycling or other secondary recovery project. These terms are to be construed as same are commonly understood in the oil and gas industry.

The parties hereto recognize and acknowledge that one of the essential considerations for Lessor entering into the oil, gas and mineral lease to which this rider is attached as a part thereof (herein referred to as the "Lease") is that if a well capable of producing gas in paying quantities is completed on the leased premises, or on lands pooled or unitized therewith, and is completed in a reservoir, or reservoirs, not previously committed to a gas sales contract, as permitted hereinafter, such gas, insofar as attributable to the leased premises, shall be sold to an intrastate market, if such a market is available within a reasonable period of time as hereinafter provided. Therefore, in order to carry out the intentions of Lessor and Lessee in this regard, the parties hereto do hereby and by these presents agree that once a well capable of producing gas in paying quantities has been completed on the leased premises or on lands pooled or unitized therewith, the following agreements shall be thereafter effective:

(a) In the event such well is completed and qualified as a well capable of producing gas well gas, the Lease shall remain in force notwithstanding Paragraph 6(d) of the Lease without any shut-in payments being due from Lessee to Lessor for an initial period of eighteen (18) months after (a) such completion date, or (b) the effective date of pooling or unitization, as the case may be (herein called the "Initial Period"). During the Initial Period, Lessee agrees to make a diligent and good faith effort to obtain an intrastate market for the gas and, if such a market can be obtained, to enter into a gas sales contract for the intrastate marketing of said gas upon the best terms that can be obtained, but on terms customary in the industry for such contracts; or in lieu of obtaining a new intrastate market, Lessee shall have the option to deliver such gas under existing intrastate contracts (including amendments thereto) or take the gas for its own intrastate use. If the gas is delivered under such an existing contract royalty shall be paid thereon as set forth in Paragraph 6(b) of the Lease except that for purposes of determining prudency of negotiations and value of such gas where applicable under Paragraph 6(b) it shall be considered that the contract was negotiated and executed on the date such delivery commenced. If the gas is taken by Lessee for its own intrastate use and royalty is due thereon, such royalty shall be based on the current market value of the gas when so used, It is further provided that if the initial intrastate contract is for a term of five (5) years or less, then if upon its termination, the well is still capable of producing gas in paying quantities, all of the provisions of this rider shall be applicable to the obtaining of a new market for the gas and the Initial Period shall be deemed to commence as of the expiration date of the first intrastate contract. In no event, however, shall Lessee be required to sell gas to an intrastate market on terms and conditions less favorable than those which could be negotiated for a sale to an interstate market. Among the conditions to be considered in making this determination are the price to be paid for the gas; the availability and the cost, direct or indirect, to Lessee of a pipeline outlet; length of the contract; inclusion of any price escalation; adjustment for BTU content; renegotiation provisions; on-line processing rights and availability of facilities; and rate of take. If, however, at the end of the Initial Period Lessee shall not have commenced the delivery of the gas to an intrastate market or shall not have entered into a firm intrastate gas sales contract on the terms and conditions herein above set forth, but during such period has drilled, or has commenced operations for the drilling of, an additional well on the leased premises, or on lands pooled or unitized therewith, in an attempt to establish additional gas reserves, or additional producibility, then Lessee, at its option, shall be entitled to an additional six (6) months period (herein called the "Second Period"), commencing at the end of the Initial Period, within which to seek an intrastate market for such gas on the basis above set forth. In the event Lessee elects to obtain the Second Period, he shall prior to the end of the Initial Period so inform Lessor to that effect in writing and shall identify the additional well drilled or commenced during the Initial Period. During the Second Period the Lease shall remain in effect without any shut-in payment being due by Lessee to Lessor.

(b) As to gas cap gas (i.e., gas which cannot be produced until such time as the oil phase of the reservoir is depleted) and as to gas produced during the blow down period in a cycling or secondary recovery project, the provisions of subparagraph (a) above shall be applicable, except (i) the Initial Period defined in subparagraph (a) above shall not commence until the date on which such gas cap gas or blow down gas is available for production and marketing, and (ii) the Second Period defined in subparagraph (a) above shall not be effective as to any gas covered by this subparagraph (b).

(c) Lessor and Lessee further agree that if within ninety (90) days after the commencement of the Initial Period, as defined in subparagraph (a) above, Lessee has not obtained an intrastate market for said gas after a diligent effort to obtain same and Lessee has the opportunity to sell gas to an interstate market under emergency or other short term sale contracts with pregranted abandonment or similar withdrawal required by federal regulatory authority, it shall, upon being granted said authorization and pregranted abandonment or other withdrawal by federal regulatory authority, have the right to sell said gas to said interstate market provided that the term of any such emergency or other short term sale contract shall not exceed the term of the Initial Period and the Second Period, if applicable.

(d) If at the end of the Initial Period or the Second Period, as the case may be, Lessee has provided for the intrastate marketing of said gas, but Lessee has not been able physically to commence delivery of gas to the market, then Lessee shall have an additional free period of six (6) months to permit installation of the necessary marketing equipment and facilities and to commence deliveries under that contract without any shut-in payment being due by Lessee to Lessor, If, at the end of the free period of six months provided for in the preceding sentence, deliveries have not commenced despite Lessee's good faith efforts to connect to the available market and if the Lease is not otherwise being maintained, Lessee may maintain the Lease by making shut-in gas payments as provided for in Paragraph 6(d) thereof, and it shall be considered that the well with respect to which such payments are to be made was shut in as of the end of the said additional free period.

(e) If at the end of the Initial Period or the Second Period identified above, as the case may be, Lessee has not provided for the intrastate marketing of said gas as set forth herein, and Lessor and Lessee have not mutually agreed to extend the period during which an intrastate market for said gas may be sought, Lessee shall be free to market said gas in interstate commerce. In addition, if at that time the Lease is not being otherwise maintained by separate operations or production as set forth in Paragraph 6(d) thereof, and Lessee desires to maintain the Lease by making shut-in gas well

payments as provided for in said Paragraph 6(d), it shall be considered that the well with respect to which such payments are to be made was shut-in as of the end of the Initial Period or Second Period, as the case may be.

(f) Lessor shall have the right, but not the obligation, to assist Lessee in its attempts to secure an intrastate market for any gas discovered on or allocated to the leased premises, which shall include the submission through Lessor's efforts of offers from prospective purchasers; provided, however, that if Lessee shall have complied with its obligations as provided for herein to attempt to obtain an intrastate market, the decision of Lessee on the acceptance or rejection of such intrastate offers shall be final insofar as gas attributable to the interest of Lessee is concerned.

(g) Lessee shall make a full and complete disclosure to Lessor of its efforts to obtain an intrastate market, including information concerning the contracts made with prospective intrastate purchasers and the details of all interstate and intrastate offers made to Lessee as well as all contracts entered into under subparagraph I(c) hereof. This information shall be furnished quarterly, beginning with the commencement of the Initial Period. All such information shall be kept strictly confidential by Lessor.

(h) Lessee shall not sell or commit to a contract any gas to be produced from or allocated to the leased premises unless said gas is to be produced from or allocated to a zone or zones, or their stratigraphic equivalent, which have been determine4 to be capable of producing gas in paying quantities on the effective date of such sale or commitment. Upon being presented reasonable justification for same, Lessor may elect to waive this restriction. It is further provided that the provisions of this rider and the time periods provided for herein shall relate separately to each such contract and to each different gas reserve as hereinafter defined, For the purposes of this rider each separate zone, or as the case may be, each separate pool or reservoir not committed under any prior gas contract shall be considered a "different gas reserve"; or if a prior contract committed all reserves to a specific depth or depths, "different gas reserves" shall be considered to be any discoveries below that specified depth or depths, In the event of the completion of a well in a different gas reserve, the Initial Period, as herein above defined, shall commence on the date a well is first completed in said different reserve or, as the case may be, when the gas is first ready for production and marketing.

(i) Lessor may waive any of the time periods provided for herein if it becomes satisfied that an intrastate gas market is not and will not be available or if such waiver appears to be in the best interest of the State of Louisiana, and in connection therewith may enter into balancing agreements or similar agreements for placing other gas into an intrastate market under the terms of which Lessee may agree that the identical volume of gas produced from or allocated to the leased premises and sold by Lessee to an interstate market may subsequently be dedicated to or sold by Lessee to an intrastate market whether said gas is realized by Lessee out of subsequent production from or allocated to the leased premises or from other properties of Lessee.

(j) Lessee shall have the right to process the gas and sell the liquid components thereof as permitted by the Lease; provided, however, that if the gas has not previously been committed to an interstate market, no processing or other handling shall be utilized that will destroy the intrastate status of the gas.

2. Marketing of Oil and Other Liquid Minerals

(a) If either oil or other liquid mineral is produced in paying quantities, from the leased premises or on lands pooled or unitized therewith, such minerals, insofar as they are attributable to the leased premises, shall be sold by Lessee to an intrastate market for refining or processing in the State of Louisiana if such market is available within a reasonable period of time, as more fully set out herein below; or in lieu of obtaining a new intrastate market, Lessee may deliver such minerals under its existing intrastate contracts to be refined or processed in the State or to take the minerals for its own intrastate refining or processing. If Lessee does not elect to deliver such minerals under existing intrastate contracts or to take such minerals for its own intrastate uses, then for a period of ninety (90) days from the date of such production Lessee agrees to make a diligent and good faith effort to obtain an intrastate market for such minerals that will cause them to be refined or processed in the State of Louisiana, and, if such a market can be obtained, to enter into a contract for the sale of such minerals to an intrastate market upon the best terms that can be negotiated, but on terms customary in the industry for such contracts. In no event, however, shall Lessee be required to sell such minerals to an intrastate market at a price less favorable than that which could be negotiated for a sale of the minerals to an interstate market and in no event shall Lessor's royalty be based on less than the current market value of the minerals. If at the end of the ninety (90) day period Lessee has not been able to sell such minerals to an intrastate market in accordance with the provisions hereof, Lessee shall be free to market such minerals to any purchaser whether intrastate or interstate in character. If the minerals are taken by Lessee for its own use or are delivered under an existing intrastate contract and royalty is due thereon, such royalty shall be based on the current market value of the minerals when so used or delivered.

(b) If the ninety (90) day period becomes operative, then it will be considered as a period during which Lessee is producing minerals from the premises in paying quantities, which production will have the same effect as actual production would have on the lease.

(c) For the purpose of assessing the performance of Lessee of the obligations imposed by this Paragraph 2, the disclosure provisions of Paragraph I(g) of this rider shall be applicable.

(d) The waiver provisions of Paragraph I(i) of this rider shall be applicable to the terms and conditions contained in this Paragraph 2.

3. Deferred Development

**Actual drilling on, or production from any unit or units (formed by private agreement, or by any State or Federal governmental authority, or otherwise) consisting exclusively of the land covered by this lease or consisting of both land herein leased and other land, shall maintain this lease in force beyond the primary term only as to that portion of LESSOR'S land included in such unit or units, whether or not such drilling or production is on or from the leased premises. This lease may be maintained in force as to the remainder of the land in any manner specified in this lease.** Notwithstanding anything to the contrary herein contained, it is understood and agreed that in the event during the primary term of this Lease, or within one (1) year thereafter (if the

Lease is then in force and effect), a portion of the property covered hereby is integrated and included or placed with other lands in a pooled or combined unit, whether by order of a governmental agency or by conventional contract, then unit drilling operations or unit reworking operations or unit production from a well situated on l' and/or property embraced in such unit or units (hereinafter collectively called "unitized operations"), shall serve to maintain this Lease in force and effect as to the entirety of the leased premises, subject however to the following express requirements in lieu of reasonable development of the "outside acreage," as hereinafter defined, which is not otherwise maintained under the terms of this Lease all as set out more completely, herein below in this Paragraph 3. If on the anniversary date of the Lease next ensuing after the commencement of unitized operations (or if the first date of unitized operations is less than 90 days prior to the anniversary date, then on the expiration of 90 days after such first date of unitized operations) the Lease is not being maintained under its terms by means other than unitized operations, the Lease shall terminate on said anniversary date (or at the end of said 90 day period as the case may be) as to all outside acreage unless on or before said anniversary date (or the end of said 90 day period, as the case may be) Lessee pays or tenders to Lessor, as a deferred development payment, a sum of money equal to one-half of the rate per acre of the cash payment paid for the Lease multiplied by the number of acres then comprising the outside acreage, which tender or payment shall maintain this Lease in effect as to such outside acreage not otherwise maintained under the terms of the Lease until the next ensuing anniversary date. By similar tender or payment of a deferred development payment on or before each succeeding anniversary date this Lease may so be maintained in force during the remainder of the primary term (if any) and for two years thereafter as to such outside acreage. After the expiration of the periods during which the Lease may be maintained by deferred development payments as above provided, if this Lease at any time is not being maintained in effect by other than unitized operations, it shall terminate as to all outside acreage not otherwise so maintained under the provisions of this Lease, provided that if a unit or units are created after the expiration of said periods the effect of which is to convert non-unitized operations as hereinafter defined, into unitized operations, it shall be regarded for all purposes of this Lease as though there had been on the effective date of such unit or units a cessation of production on the outside acreage. If at any time during the primary term of the Lease or within one year thereafter there is a cessation of all non-unitized operations as hereinafter defined, whether same occurs as the result of the actual cessation of such operations or as the result of non-unitized operations being converted into unitized operations, then Lessee, in lieu of resuming non-unitized operations as provided in this Lease, may elect to maintain the Lease in effect as to the outside acreage by tendering or paying a deferred development payment, computed as herein above provided, on the next ensuing anniversary date of this Lease (or within 90 days from the cessation of non-unitized operations if such cessation should occur less than 90 days prior to such anniversary date). If at any time during the second year after the primary term of the Lease, there is a cessation of non-unitized operations as hereinafter defined, whether same occurs as the result of the actual cessation of such operations or as the result of non-unitized operations being converted into unitized operations, then the entire Lease shall nevertheless remain in effect until the next ensuing anniversary date.

Nothing contained in this Paragraph 3 is intended to create nor shall have the effect of creating several or separate leases, or in any manner to extend, increase or limit the obligation of Lessee to protect the leased premises from drainage as stated in the Lease, or otherwise. If at any time, either during the primary term of the Lease or the limited extension of the Lease beyond its primary term as provided above in this Paragraph 3, as to the outside acreage not otherwise held under the terms hereof, Lessee conducts non-unit drilling operations or non-unit reworking operations or obtains non-unit production from the leased premises (collectively defined as "non-unitized operations"), then the provisions of this paragraph shall not thereafter apply so long as said non-unitized operations shall continue.

The provisions of this Paragraph 3 shall also be applicable to a unitized shut-in gas well, but in this event, the annual deferred development payment shall be reduced by deducting therefrom the amount of shut-in gas well payments paid, if any, during the same period under Paragraph 6 of the Lease which is applicable to the acreage on which the deferred development payment is applicable.

For purposes of this paragraph the following definitions shall apply:

(a) The term "anniversary date" shall mean the date of this Lease and the same date of each next ensuing year or years.

(B) The term "outside acreage" shall mean all of the leased premises, except any portion(s) thereof included in a unit or units on which unitized operations are being conducted.

4. Environmental and Other Considerations

The lessee hereby agrees, as one of the obligations of this rider, that in exercising the rights granted it under the Lease, it will comply with and be subject to all applicable environmental and other laws and regulations validly adopted or issued by the State of Louisiana, or its agencies, or by the United States, or its agencies. Lessee further agrees that it will comply with all minimum water quality standards validly adopted by said governmental authorities with respect to oil pollution and noxious chemicals and waste being introduced into affected water areas. Further, in conducting all operations under this Lease requiring dredging, filling, or local navigation in order to explore, develop or exploit shallow-water areas, Lessee shall comply with the applicable requirements of the appropriate Louisiana state agency charged with the environmental management of said area. Finally, it is understood and agreed that on depletion of production or completion of operations under this Lease, the Lessee shall remove all structures which would impede commercial fishing and trawling, including, without limitation, all submerged materials, equipment or debris placed on the leased premised by or for the account of Lessee; and the affected water bottoms shall, to the extent reasonably possible of accomplishment, be returned or restored to a condition as nearly equivalent to that which existed before said operations were conducted and/or structures were constructed. Lessee further agrees that in exercising the rights granted it hereunder and in discharging the obligations undertaken in Paragraph 2 of this rider, involving issuance of advance certifications, permits or approvals, it will allow sufficient lead time in the planning of its activities to permit the affected regulatory agencies to make appropriate review of the proposed operations.

5. Notice

Except in the situations where specific time periods are established for performance, Lessee shall not be in default under the Lease with respect to the violation of any provision of this rider until 30 days after written notice of such violation is received from Lessor, and Lessee has not corrected or commenced to correct such violation.

6. Conflict of Terms

Unless specifically provided otherwise, in the event of a conflict between any provision of this rider and any of the provisions of the Lease, the provisions of this rider shall control.

7. Severability

In the event that this rider or any provision hereof is declared to be illegal or unconstitutional, its nullity shall in no way impair the validity of the Lease to which this rider is attached or of other portions of the rider not declared illegal or unconstitutional; provided that Lessee shall not directly or indirectly institute or cause to be instituted any action seeking to declare the nullity or the unenforceability of this rider or any part thereof.

8. Additional Terms of Lease

(a) The lessee acknowledges and agrees that the City of Shreveport shall retain use of said property.

(b) Said lease shall be limited to mineral/oil/gas rights only. Any use of said property must be approved in writing by the City and shall not interfere with the operations of the any agency located on the said property.

(c) The said land is to be leased **"AS IS, WHERE IS" and said Lessee expressly acknowledges that there are no warranties, expressed or implied, or statutory, even as to return of the purchase price or any portion thereof, made by the Seller herein.**

(d) The Lessee expressly waives all warranties expressed or implied or statutory, including any implied or statutory WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and including, without limitation, all articles of the Civil Code and Revised Statutes of Louisiana pertaining to warranty, hidden defects, redhibitory vices, and the like such as are provided for by Louisiana Civil Code Articles 2475, 2476, and 2520-2548, and all others; and further expressly waives all redhibitory actions, all actions to rescind, and all actions to reduce price, and by their signatures hereon, acknowledge such waivers.

(e) Furthermore, lessee and their heirs, assigns or successors shall make no alteration of existing ground cover or topography or make other use of the surface of the property without the express written consent of the city, which consent may not be unreasonably withheld.

(f) Additionally, and their heirs, assigns, or successor owners shall defend, indemnify and hold harmless the City of Shreveport from any losses or damages or any action or proceeding of any nature whatsoever resulting from or caused by use of the said property.

## EXHIBIT "F (a)"

## SHREVEPORT REGIONAL AIRPORT-GENERAL AREA LEGAL DESCRIPTION

The Shreveport Regional Airport facility is situated on a City-owned 1,597.621-acre tract of land in the western portion of Shreveport, Louisiana, and is surrounded by Kennedy Drive on the East, West 70th Street on the South, Meriwether Road on the West, and Hollywood Avenue on the North. A boundary description of the area is as follows:

Beginning at the intersection of the South right of way line of Hollywood Avenue and the West right of way line of Kennedy Drive proceed S 00°03'45" E along the West right of way line of said Kennedy Drive a distance of 1,530.74 feet to the North line of the Fire Department Garage facility;

thence run S 89°54'41" W along said North line a distance of 238.67 feet;

thence run S 00° 03'45" E along the West line of said Fire Department Garage facility a distance of 208.32 feet;

thence run S 89°54'41" W along the North line of Airport Park facility a distance of 401.33 feet;

thence run S 00°03'45" E along the West line of said Airport Park a distance of 2,523.00 feet;

thence run N 89°54'41" E along the South line of said Airport Park a distance of 640.00 feet to a point on the West right of way line of Kennedy Drive;

thence run S 00°03'45" E along said West right of way line a distance of 1,021.32 feet to the South right of way line of the old West 70th Street dedication;

thence run N 89°50'16" E along said South right of way line a distance of 368.39 feet to the Northerly right of way line of the new West 70th Street dedication;

thence run Southwesterly along said right of way line on a curve to the left, having a radius of 996.96' and a delta angle of 44°44'27", a distance of 778.50 feet;

thence run S 20°33'55" W along said northerly right of way line a distance of 514.17 feet;

thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 20°02'48", a distance of 320.12 feet;

thence run S 40°36'43" W along said northerly right of way line a distance of 2,028.42 feet;

thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 49°38'57", a distance of 792.82 feet;

thence run N 89°44'20" W along said northerly right of way line a distance of 3,558.65 feet;
thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 51°46'16", a distance of 826.71 feet to a point on the Northeasterly right of way line of Meriwether Road;
thence run N 37°58'04" W along the Northeasterly right of way line of Meriwether Road a distance of 837.49 feet;

thence run N 29°08'25" W along said northeasterly right of way line a distance of 230.56 feet;

thence run N 89°54'32" E a distance of 1,144.82 feet;

thence run N 00°18'32" E a distance of 660.28 feet;

thence run N89°58'11" W a distance of 1,122.84 feet;

thence run N 00°20'31" E a distance of 275.08 feet;

thence run N 89°58'13" W a distance of 552.73 feet to a point on the northeasterly right of way line of Meriwether Road;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 586.68 feet;

thence run N 61°08'06" E along said northeasterly right of way line a distance of 45.00 feet;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 550.00 feet;

thence run S 61°08'06" W along said northeasterly right of way line a distance of 45.00 feet;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 61.00 feet;

thence run N 89°13'32" E along said northeasterly right of way line a distance of 34.34 feet;

thence run N 43°56'04" W along said right of way line a distance of 1,694.68 feet;

thence run N 46°03'56" E a distance of 15.00 feet along the easterly right of way line of Meriwether Road;

thence run along said right of way line on a curve to the right, having a radius of 427.46 feet and a chord bearing of N 24°53'28" W and a chord distance of 278.95', a distance of 284.15 feet;

thence run N 05°50'52" W along said easterly right of way line a distance of 1,314.35 feet;

thence run along said right of way line on a curve to the right, having a radius of 1,859.86 feet and a chord bearing of N 2°21'47" W and a chord distance of 225.83', a distance of 225.97 feet;

thence run N 01°03'55" E along said easterly right of way line a distance of 1,690.63 feet;

thence run N 19°22'50" E along said easterly right of way line a distance of 199.82 feet;

thence run N 32°32'43" E along said easterly right of way line a distance of 144.05 feet;

thence run N 53°23'24" E along said easterly right of way line a distance of 280.57 feet;

thence run N 69°11'39" E along said easterly right of way line a distance of 179.07 feet to the South right of way line of Hollywood Avenue;

thence run S 20°11'12" E along southerly right of way line a distance of 8.15 feet;

thence run S 89°42'53" E along said southerly right of way line a distance of 2,809.11 feet;

thence run N 89°47'39" E along said southerly right of way line a distance of 5,257.94 feet;

thence run S 89°32'56" E along said southerly right of way line a distance of 1,265.37 feet to the Point of Beginning.

**Caddo Parish Tax Assessor's Geographical numbers (Tract Numbers) for the twenty-two separate tracts that make up the above legal description are as follows:**

**171419-000-0022 171420-000-0009 171421-000-0019 171421-024-0054**

| | | | |
|---|---|---|---|
| 171428-000-0031 | 171429-000-0007 | 171429-000-0016 | 171429-001-0010 |
| 171429-001-0019 | 171429-001-0021 | 171429-001-0023 | 171429-001-0025 |
| 171429-001-0027 | 171429-001-0029 | 171429-001-0031 | 171429-001-0033 |
| 171430-000-0015 | 171430-000-0017 | 171430-000-0018 | 171430-000-0055 |
| 171430-001-0010 | 171430-002-0029 | | |

March 14, 2022

Ronald.lattier@shreveportla.gov & Malcolm.Stadtlander@shreveportla.gov

City of Shreveport
505 Travis Street, 4th Floor
Shreveport, LA 71101

**Re: Assignment Consent Request**

To Whom It May Concern:

Pine Wave Energy Partners Operating, LLC ("Pine Wave") has entered into that certain Purchase and Sale Agreement dated March 1, 2022 ("Purchase Agreement"), whereby, among other things, Pine Wave intends to assign to Silver Hill Haynesville E&P, LLC ("Silver Hill") all of Pine Wave's right, title and interest in and to certain leases and/or agreement(s) with the City of Shreveport ("Consent Party") listed on Schedule 1 attached hereto (as amended, modified or supplemented from time to time, the "Agreements").

The transaction contemplated under the Purchase Agreement (the "Transaction") includes, among other things, the assignment and assumption of the Agreements by Silver Hill (the "Assignment"). We hereby request your consent to this Assignment as required under the Agreements. Following the consummation of the Transaction, please note that Silver Hill will become a party under the Agreements and will be bound to comply with the terms and conditions thereof.

By signing below, Consent Party hereby (i) consents to the Assignment for all purposes of the Agreements, (ii) waives any and all terms and provisions of the Agreements that would limit, restrict or prohibit the Assignment or the Transaction or grant rights to the Consent Party as a result thereof, and (iii) agrees and acknowledges that the Assignment, will not constitute an event of default under the Agreements, if applicable. Further, the Consent Party hereby agrees that, except as provided in the immediately preceding sentence, the Agreements will continue in effect unmodified following the Assignment.

Please confirm your acknowledgment, agreement and consent to the matters set forth herein by signing a copy of this letter in the space indicated below and emailing a .pdf copy of the executed letter to the attention of Jake Stevenson, Business Development Manager at jstevenson@pinewaveep.com. As with any transaction of this nature, time is of the essence and we request your consent be returned as soon as possible and in any event **prior to March 28, 2022**. If you have any questions, or would like additional information, please do not hesitate to contact Jake Stevenson. We appreciate your cooperation with this request.

Sincerely,

Pine Wave Energy Partners Operating, LLC

By: Jake Stevenson
Name: Jake Stevenson
Title: Business Development Manager

**AGREED AND ACCEPTED,**
as of the date first written above:

**CONSENT PARTY**:
City of Shreveport

By:_____
Name: Ronald Lattier
Title: City Attorney

**Schedule 1**

The Oil, Gas, and Mineral Lease effective 10/13/2021 between Pine Wave Energy Partners Operating, LLC, as Lessor, and City of Shreveport, as Lessee, recorded in Caddo Parish, Louisiana, instrument #2864971

The Oil, Gas, and Mineral Lease effective 8/13/2003 between Alternate Fuel Systems of Louisiana, Inc., as Lessor, and City of Shreveport, as Lessee, recorded in Caddo Parish, Louisiana, instrument #2003058

The Oil, Gas, and Mineral Lease effective 8/13/2003 between Alternate Fuel Systems of Louisiana, Inc., as Lessor, and City of Shreveport, as Lessee, recorded in Caddo Parish, Louisiana, instrument 3803/706

April 1, 2022

City of Shreveport
505 Travis Street, 4th Floor
Shreveport, LA 71101

**Re: Assignment Consent Request**

To Whom It May Concern:

Pine Wave Energy Partners Operating, LLC ("Pine Wave") has entered into that certain Purchase and Sale Agreement dated March 1, 2022 ("Purchase Agreement"), whereby, among other things, Pine Wave intends to assign to Silver Hill Haynesville E&P, LLC ("Silver Hill") all of Pine Wave's right, title and interest in and to certain leases and/or agreement(s) with the City of Shreveport ("Consent Party") listed on Schedule 1 attached hereto (as amended, modified or supplemented from time to time, the "Agreements").

The transaction contemplated under the Purchase Agreement (the "Transaction") includes, among other things, the assignment and assumption of the Agreements by Silver Hill (the "Assignment"). We hereby request your consent to this Assignment as required under the Agreements. Following the consummation of the Transaction, please note that Silver Hill will become a party under the Agreements and will be bound to comply with the terms and conditions thereof.

By signing below, Consent Party hereby (i) consents to the Assignment for all purposes of the Agreements, (ii) waives any and all terms and provisions of the Agreements that would limit, restrict or prohibit the Assignment or the Transaction or grant rights to the Consent Party as a result thereof, and (iii) agrees and acknowledges that the Assignment, will not constitute an event of default under the Agreements, if applicable. Further, the Consent Party hereby agrees that, except as provided in the immediately preceding sentence, the Agreements will continue in effect unmodified following the Assignment.

Please confirm your acknowledgment, agreement and consent to the matters set forth herein by signing a copy of this letter in the space indicated below and emailing a .pdf copy of the executed letter to the attention of Jake Stevenson, Business Development Manager at jstevenson@pinewaveep.com. As with any transaction of this nature, time is of the essence and we request your consent be returned as soon as possible and in any event **prior to April 26, 2022**. If you have any questions, or would like additional information, please do not hesitate to contact Jake Stevenson. We appreciate your cooperation with this request.

Sincerely,

Pine Wave Energy Partners Operating, LLC

By: Jake Stevenson
Name: Jake Stevenson
Title: Business Development Manager

**AGREED AND ACCEPTED,**
as of the date first written above:

**CONSENT PARTY**:
City of Shreveport

By:_____
Name: Adrian Perkins
Title: Mayor of the City of Shreveport

**Schedule 1**

The Oil, Gas, and Mineral Lease effective 10/13/2021 between Pine Wave Energy Partners Operating, LLC, as Lessor, and City of Shreveport, as Lessee, recorded in Caddo Parish, Louisiana, instrument #2864971

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The Oil, Gas, and Mineral Lease effective 8/13/2003 between Alternate Fuel Systems of Louisiana, Inc., as Lessor, and City of Shreveport, as Lessee, recorded in Caddo Parish, Louisiana, instrument 3803/706

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
**A RESOLUTION EMPLOYING PROFESSIONALS WITH RESPECT TO THE ISSUANCE BY THE CITY OF SHREVEPORT, STATE OF LOUISIANA OF NOT EXCEEDING SEVENTY MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS ($70,650,000) OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, ON A TAXABLE OR TAX-EXEMPT BASIS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**DATE**
April 20, 2022

**ORIGINATING DEPARTMENT**
City Attorney's Office

**COUNCIL DISTRICT**
City-wide

**SPONSOR**

**PURPOSE**

To approve the fees of professionals in conjunction with the issuance of NTE $70,650,000 General Obligation Bonds, in one or more series (the "**Bonds**"), for the purposes of constructing, acquiring, and improving public facilities and equipment for the police department, the fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, and paying the costs of issuance thereof, as set forth in Proposition NO. 1 approved by the voters of the City of Shreveport on December 11, 2021.

**BACKGROUND INFORMATION**
This Resolution would approve the employment of the professionals engaged by the City in connection with the issuance of the Bonds.

**TIMETABLE**
Introduction: April 26, 2022
Final Passage: May 10, 2022

**ATTACHMENTS**
N/A

**SPECIAL PROCEDURAL REQUIREMENTS**
N/A

**FINANCES**
N/A

**SOURCE OF FUNDS**
N/A

**ALTERNATIVES**
(1) Adopt the Resolution as submitted; (2) Amend the Resolution, then adopt; or (3) Reject the Resolution.

**RECOMMENDATION**

The City Attorney's Office recommends adoption of the Resolution.

**FACT SHEET PREPARED BY:** Boles Shafto, LLC
Washington & Wells, LLC

**RESOLUTION NO. ___ OF 2022**

**A RESOLUTION EMPLOYING PROFESSIONALS WITH RESPECT TO THE ISSUANCE BY THE CITY OF SHREVEPORT, STATE OF LOUISIANA OF NOT EXCEEDING SEVENTY MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS ($70,650,000) OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, ON A TAXABLE OR TAX-EXEMPT BASIS; AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY:**

**WHEREAS**, this City Council, acting as the governing authority (the "**Governing Authority**") of the City of Shreveport, State of Louisiana (the "**City**" or "**Issuer**") is considering the issuance by the City of not exceeding Seventy Million Six Hundred Fifty Thousand Dollars ($70,650,000) of its Taxable and/or Tax-Exempt General Obligation Bonds, in one or more series (the "**Bonds**"), to be issued under and pursuant to the provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (collectively, the "**Act**") and other constitutional and statutory authority;

**WHEREAS**, the Bonds shall be issued for the purposes of: (i) constructing, acquiring, and improving public facilities and equipment for the police department, the fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, and (ii) paying the costs of issuance thereof;

**WHEREAS**, the Bonds shall bear interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt and shall be for a term not exceeding twenty (20) years from the date of issuance; and

**WHEREAS**, this Governing Authority desires to hire professionals in connection with the issuance of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Authority of the Issuer, that:

**SECTION 1.** **Employment of Bond Counsel**. This Governing Authority ratifies and confirms the prior employment of bond counsel in connection with the issuance of the Bonds, and accordingly Washington & Wells, LLC, Shreveport, Louisiana ("**Bond Counsel**") and Boles Shafto, LLC, Monroe, Louisiana ("**Co-Bond Counsel**") are together hereby employed as bond counsel to the Issuer to do and perform comprehensive legal and co-ordinate professional work of a traditional legal nature with respect to the issuance and sale of the Bonds.

Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceeding's incidental to the authorization, issuance, sale and delivery of the Bonds and the election associated therewith and shall advise this Governing Authority as to the issuance and sale thereof and shall furnish their opinion covering the legality of the issuance thereof. The legal fees of Bond Counsel in connection with the issuance of the Bonds shall not exceed the amount provided by the Attorney General's Guidelines for Fees and Services of Bond Attorneys for comprehensive legal and coordinate professional work in the issuance of general obligation bonds, said fees to be payable solely out of funds derived from the sale of the Bonds and the election associated therewith.

**SECTION 2.** **Counsel to the City**. Ronald Lattier, City Attorney for the City shall serve as counsel to the City in connection and delivery of the Bonds.

**SECTION 3.** **Employment of Municipal Advisor**. This Governing Authority finds and determines that a real necessity exists for the employment of a municipal advisor, and accordingly, Government Consultants, Inc., Baton Rouge, Louisiana, is hereby appointed and employed as municipal advisor (the "**Municipal Advisor**") to the Issuer in connection with the issuance of the Bonds, any compensation to be subsequently approved by this Governing Authority. The fee to be paid to the Municipal Advisor for services in conjunction with the issuance of the Bonds, together with reimbursement of out-of-pocket expenses incurred and advanced are contingent upon the issuance of the Bonds.

**SECTION 4.** **Employment of Investment Bankers/Underwriters/Placement Agents**. This Governing Authority finds and determines that a real necessity exists for the employment of investment bankers/underwriters/placement agents in connection with the sale of the Bonds with any compensation to be subsequently approved by this Governing Authority and to be paid from the proceeds of such Bonds and contingent upon the issuance of such Bonds. Accordingly, Crews & Associates, Inc., Little Rock, Arkansas, Piper Sandler, Baton Rouge, Louisiana and Frazier Lanier Company, Inc., Montgomery, Alabama are appointed as the underwriters (collectively, the "**Underwriters**") in connection with the sale of the Bonds.

**SECTION 5.** **Employment of Disclosure Counsel.** This Governing Authority finds and determines that a real necessity exists for counsel to assist the Issuer with respect to continuing disclosure matters in connection with the issuance of the Bonds and accordingly, Jacqueline Scott & Associates, APLC, Bossier, Louisiana is hereby appointed and employed as disclosure counsel ("**Disclosure Counsel**") with respect to the issuance of the Bonds. The fee to be paid to Disclosure Counsel for such services shall be submitted to and approved by this Governing Authority and shall be contingent upon the issuance of the Bonds.

**SECTION 6.** **Employment of Paying Agent /Trustee**. This Governing Authority finds and determines that a real necessity exists for a paying agent/trustee with respect to the Bonds and accordingly, Regions Bank, Baton Rouge, Louisiana ("**Regions**"), is hereby appointed and employed to act as paying agent/trustee, in paying to the registered owners of the Bonds the principal, premium, if any, and interest on the Bonds and to act as registrar of the Bonds on the bond register, as well as holding any of the bond proceeds in trust as may be required by the bond documents, all in accordance with the terms of the Bonds. The fee to be paid to Regions for such services shall be submitted to and approved by the Governing Authority.

**SECTION 7.** **Dissemination Agent.** This Governing Authority finds and determines that a real necessity exists for the appointment of Digital Assurance Certification, LLC, as dissemination agent ("**Dissemination Agent**") in conjunction with issuance and post-issuance compliance matters associated with the Bonds. The Dissemination Agent is hereby appointed and is authorized to assist the finance team in conjunction with such matters. The fee to be paid to the

Dissemination Agent for such services shall be submitted to and approved by this Governing Authority.

**SECTION 8.** **Employment of Other Professionals**. Should it be necessary to engage other professionals, the Authorized Officers (as defined below) shall be entitled to engage such professionals provided that any contracts employing such professionals shall be promptly submitted to this Governing Authority for formal approval thereof.

**SECTION 9.** **Authorization of Officers**. This Governing Authority hereby authorizes and directs its Mayor, Chief Administrative Officer, Director of Finance, Chairman, Vice-Chairman, Clerk and such other officials of the City individually and/or collectively (the "**Authorized Officers**") to do any and all things necessary and incidental to carry out the provisions of this resolution.

**SECTION 10.** **Severability**. If any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared to be severable.

**SECTION 11.** **Bond Purchase Agreement.** If deemed necessary upon advice of Bond Counsel, the Mayor, or any other Authorized Officer is hereby authorized and directed to enter into, execute and deliver a Bond Purchase Agreement, or such other equivalent document as may be necessary to contract the sale of the Bonds to the purchaser thereof (the "**Bond Purchase Agreement**"), with the Underwriter or purchaser of the Bonds in such form as the Authorized Officer deems appropriate upon advice of Bond Counsel.

**SECTION 12.** **Declaration of Intent**. Prior to the delivery of the Bonds, the Issuer anticipates that it may pay a portion of the costs of the projects from the General Fund or other moneys available to the Issuer, which bonds will be issued for the respective purposes set forth in

the propositions. Upon the issuance of the Bonds, the Issuer reasonably expects to reimburse any such expenditures of other available funds from a portion of the proceeds of the Bonds. Any such allocation of proceeds of the Bonds for reimbursement will be with respect to capital expenditures (as defined in Reg.1.150-1[b]) and will be made upon the delivery of the Bonds and not later than one year after the later of (i) the date such expenditure was paid of (ii) the date on which the process were placed in service. This Section 10 is intended to be a declaration of official intent within the meaning of Reg. 1.150-2.

**SECTION 13.** **Repealer**. All resolutions in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET** **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO** | 03/01/2022 | COMMUNITY DEVELOPMENT/ADMINISTRATION<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

To amend the 2022 Community Development Special Revenue Fund Budget to reflect City department appropriations.

**All**

## BACKGROUND INFORMATION

This ordinance appropriates monies to Community Development's Special Revenue Fund. The purposes of these funds are slated for fiscal and economic assessment of city infrastructure in the Martin Luther King area, as well as the City's Special Program fund which was established to enhance the quality of life for the City of Shreveport's citizens. Special Program funds are provided to non-profit organizations within the City of Shreveport for projects which aid and benefit the surrounding community.

## TIMETABLE

Introduction: **April 26, 2022**

Final Passage: **May 10, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $95,000.00 | General Fund, Riverfront Development |

## CONCLUSION

Approval of this ordinance is recommended.

**FACT SHEET PREPARED BY:**

**Thea R. Scott, Department of Community Development**

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**BY:**

WHEREAS, the City Council finds it necessary to amend the 2022 budget for the Community Development Special Revenue Fund, to adjust appropriations, reflect current revenue estimates and for other purposes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance Number 157 of 2021, the 2022 budget for the Community Development Special Revenue Fund, is hereby amended as follows:

**In Section 1. (Estimated Receipts):**

| Fiscal Year 2021 Funds: | |
|---|---|
| | |
| General Fund | $ 65,000.00 |
| Riverfront Development Fund | 30,000.00 |
| | |
| | |
| Grand Total | $ 95,000.00 |

**In Section 2. (Appropriations):**

| Fiscal Year 2022 Funds: | |
|---|---|
| | |
| Community Development Admin | $ 95,000.00 |
| | |
| Grand Total | $ 95,000.00 |

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof shall be held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared to be severable.

BE IT FURTHER ORDAINED that all ordinances or portions thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

| **TITLE** | **DATE** | **ORIGINATING DEPARTMENT** |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 RIVERFRONT-DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 4/19/2022 | Administration/Finance<br>**COUNCIL DISTRICT**<br>District A<br>**SPONSOR** |

**PURPOSE**
To amend the 2022 Riverfront Development Special Revenue Fund Budget.

**BACKGROUND INFORMATION**
This ordinance will increase Transfer to Community Development Special Revenue Fund by $30,000. The purposes of these funds are for the fiscal and economic assessment of city infrastructure in the Martin Luther King area.

| **TIMETABLE** | **ATTACHMENT(S)** |
|---|---|
| Introduction: April 26, 2022<br>Final Passage: May 10, 2022 | |

**SPECIAL PROCEDURAL REQUIREMENTS**
N/A

| **FINANCES** | **SOURCE OF FUNDS** |
|---|---|
| $30,000 | Riverfront Operating Reserves |

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
It is recommended that the City Council adopt the resolution

**FACT SHEET PREPARED BY:** Annette Cash, Interim ACAO

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE AMENDING THE 2022 RIVERFRONT-DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City Council finds it necessary to amend the 2022 Riverfront Development Special Revenue Fund Budget.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that:

Ordinance Number 153 of 2021, the 2022 Riverfront Development Special Revenue Fund Budget is hereby amended as follows:

In Section 1. (Receipts):

In Section 2. (Appropriations):

Increase Transfer to Other Funds by $30,000

Decrease Operating Reserves by $30,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 153 of 2021 as amended, shall remain unchanged and in full force and effect.

**BE IT FURTHER ORDAINED** that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and to this end, the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all ordinances or parts thereof in conflict herewith are hereby repealed.

**THUS, DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

| **TITLE** | **DATE** | **ORIGINATING DEPARTMENT** |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 4/19/2022 | Administration/Finance |
| | | **COUNCIL DISTRICT** |
| | | All |
| | | **SPONSOR** |

**PURPOSE**
To amend the 2022 General Fund Budget.

**BACKGROUND INFORMATION**
This ordinance will increase Transfer to Community Development Special Revenue Fund by $65,000. These funds are a reappropriation from 2021 that were not expended, and funds will be utilized for projects that benefit the City of Shreveport and its citizens.

| **TIMETABLE** | **ATTACHMENT(S)** |
|---|---|
| Introduction: April 26, 2022<br>Final Passage: May 10, 2022 | |

**SPECIAL PROCEDURAL REQUIREMENTS**
[N/A]

| **FINANCES** | **SOURCE OF FUNDS** |
|---|---|
| $65,000 | General Fund Operating Reserves |

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** Annette Cash, Interim ACAO

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City Council finds it necessary to amend the 2022 General Fund Budget.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that:

Ordinance Number 154 of 2021, the 2022 General Fund Budget, is hereby amended as follows:
In Section 1. (Receipts):

In Section 2. (Appropriations):

General Government
Decrease Operating Reserves by $65,000

Increase Transfer to Other Funds by $65,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 154 of 2021 as amended, shall remain unchanged and in full force and effect.

**BE IT FURTHER ORDAINED** that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and to this end, the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all ordinances or parts thereof in conflict herewith are hereby repealed.

**THUS, DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____
City Attorney's Office

# FACT SHEET

**TITLE**
An ordinance amending the 2022 budget for the general fund and otherwise providing with respect thereto.

**DATE**
April 26, 2022

**ORIGINATING DEPARTMENT**
City Council/Legislative

**COUNCIL DISTRICT**
City-wide

**SPONSOR**

**PURPOSE**
This ordinance allocates $1,000,000 to LSU Health Sciences foundation to fund the building of the Medical Education Building.

**BACKGROUND INFORMATION**
The City, pursuant to Ordinance No. 174 of 2021, passed on November 9, 2021, authorized one million dollars ($1,000,000.00) to be disbursed through the LSU Health Sciences Foundation for the purpose of contributing to the costs of constructing the Medical Education Building. Due to the one million dollars ($1,000.000) not being dispersed to the LSU Health Sciences Foundation in 2021 as provided in Ordinance No. 174 of 2021, the City seeks to amend the 2022 budget to allocate one million dollars, ($1,000,000.00) to LSU Health Sciences Foundation.

**TIMETABLE**
Introduction: April 26, 2022
Final Passage: May 10, 2022

**ATTACHMENTS**

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
General Government: Operating reserves $1,000,000

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:**

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, The City Charter provides for the amendment of any previously adopted budget; and

**WHEREAS**, the City Council finds it necessary to amend the 2022 budget for the General Fund to adjust appropriations, reflect current revenue estimates and for other purposes.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Ordinance No. 154 of 2021, the 2022 budget for the General Fund is hereby amended as follows:

In Section 1 (Appropriations):

**General Government**

Decrease Operating Reserves by $1,000,000

Increase other Charges (Public Agency) by $1,000,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance No. 154 of 2021 shall remain unchanged and in full force and effect.

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances or parts thereof in conflict herewith are hereby repealed.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

# ORDINANCE FACT SHEET

| Title | Date | Originating Department |
|---|---|---|
| AN ORDINANCE DECLARING CERTAIN CITY PROPERTY TO BE SURPLUS PROPERTY; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO. | April 18, 2022 | SPAR |

**Council District**
District G

**Sponsor:**
SPAR

## Purpose

This ordinance will declare certain City owned property, Fair Grounds Field and all its contents, as surplus property.

## Background Information

Fair Grounds Field opened in 1986 as one of the top ballparks for minor league baseball. However, it was built as a large concrete structure that became obsolete very quickly and did not fit the new boom in baseball stadium design, which included “retro” ballparks. There were some inherent problems from the beginning, such as the bat infestation, stadium flooding and ground water infiltration due to its design and construction. The stadium also lacked some amenities that would make it attractive to use today and does not meet the standard required by Major League Baseball. Over the years, the cost of operation became increasing more expensive, and the utilities averaged over $5,000/month.

The stadium was constructed at a cost of $3.5 million to house the Shreveport Captains, an affiliated minor league baseball team. The captains were associated with several MLB franchises; the last was the San Francisco Giants. The Shreveport Captains managed and paid expenses for the stadium until around 1996, when the City took on the daily maintenance of the stadium. The stadium has not been used for MLB since 2002 when the Captains/Swamp-dragons moved to Frisco, Texas. There has not been any baseball or other activities in the stadium since 2011.

The City has heard proposals from several groups and each time there has not been a follow-up meeting or they have come back and asserted that the stadium repairs are too expensive. The stadium no longer meets building codes and would have to be renovated for any use. There are no tenants or prospective tenants who can realize a return on investment with the amount it would take to renovate the stadium.

The stadium continues to deteriorate due to lack of use and is an eyesore for our City. At this stage, the best course of action is to declare Fair Grounds Field and its contents as surplus and move on to demolition. This will remove the blight and allow for a better and higher use of the property.

## Timetable

| | |
|---|---|
| Introduction: | April 26, 2022 |
| Final Passage: | May 10, 2022 |

## Special Procedural Requirements

None

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## Finances

None

## Discussion

None

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## Alternatives

1. Adopt the resolution as submitted.
2. Amend the resolution.
3. Deny the resolution.

---

## Conclusion

Alternative Number 1 is recommended.

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FACT SHEET PREPARED BY: Shelly Ragle,
Director, SPAR

**ORDINANCE NO. ____OF 2022**

**AN ORDINANCE DECLARING CERTAIN CITY PROPERTY TO BE SURPLUS PROPERTY; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**WHEREAS,** Fair Grounds Field opened in 1986 at a cost of $3.5 million as the new home to the Shreveport Captains an affiliated Minor League Baseball franchise; and

**WHEREAS,** Fair Grounds Field is located on the State Fair Grounds property at 3223 Bolinger Drive, more specifically at the corner of Bolinger Drive and Kings Highway; and

**WHEREAS**, there has been no Major League Baseball played in Fairgrounds Field since 2002 and no other baseball or activities since 2011; and

**WHEREAS,** Fairgrounds Field and its contents are rendered unusable and unsafe due to the lack of amenities, the conditions and the immense cost for rehabilitation; and

**WHEREAS,** over the last eleven (11) years there has not been a viable plan to renovate or revive Fair Grounds Field; and

**WHEREAS,** the said property and its contents are not needed by the City for a public purpose and should be therefore be declared to be surplus property; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Shreveport in due, regular and legal session convened that the property and its contents located at 3223 Bolinger (corner of Bolinger and Kings Highway) known as Fair Grounds Field are hereby declared to be surplus property and not needed by the City of Shreveport for a public purpose and the property and its contents shall be disposed of and demolished.

**BE IT FURTHER ORDAINED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable; and

**BE IT FURTHER ORDAINED** that all resolutions or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

_____

**CITY ATTORNEY'S OFFICE**

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
An ordinance authorizing an encroachment into the City's public right-of-way located on a portion of Dean Road and Cedar Creek Dr, as more fully described herein, and to authorize the Mayor, or his designee, to execute an encroachment permit with Pine Wave Energy and to otherwise provide with respect thereto.

**DATE**
April 20, 2022

**ORIGINATING DEPARTMENT**
Department of Engineering and Environmental Services

**CITY COUNCIL DISTRICT**
District "E"

**PURPOSE**
To authorize an *encroachment* into the City's public right-of-way and to authorize the Mayor, or his designee, to execute an *encroachment permit*.

**BACKGROUND INFORMATION**
The City's Engineering and Environmental Services Department has received an application for an *encroachment permit* from the **Pine Wave Energy**. This encroachment into the City's public right-of-way is located on a portion of Dean Road and Cedar Creek Drive, as more fully described in EXHIBIT "A" *Application for Encroachment Permit*.

The purpose of the encroachment is to allow Pine Wave Energy to place a temporary water line on top of the ground in the right-of-way for fracking purposes. The improvements will not obstruct any driveways.

The City Engineer, or his designee, has reviewed the submitted application and other supporting documents and does hereby recommend the City Council approve the proposed *encroachment permit* as it appears to comply with the Shreveport City Code and City departmental policies and regulations.

**TIMETABLE**

| | |
|---|---|
| Introduction: | April 26, 2022 |
| Final Passage: | May 10, 2022 |

**ATTACHMENTS**

| | |
|---|---|
| EXHIBIT "A" | *Application for Encroachment* |
| EXHIBIT "B" | *Encroachment Permit* |

**SPECIAL PROCEDURAL REQUIREMENTS**
Pursuant to Shreveport City Charter Section 4.17, every ordinance or resolution granting, amending or extending any right to occupy or use the streets, highways, bridges or public places in the city for any purpose, shall be complete in the form in which it is finally passed, shall remain on file with the clerk of council for public inspection for at least one (1) week before the final passage or adoption thereof, and shall be published once, together with a notice of the time at which the council proposes to take final action thereon, in the official journal at least one (1) week before the final passage or adoption thereof.

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** Daryl Platt, Permit Manager, Department of Engineering and Environmental Services and XXXXXXX, Assistant City Attorney

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE AUTHORIZING AN ENCROACHMENT INTO THE CITY'S PUBLIC RIGHT-OF-WAY LOCATED ON A PORTION OF DEAN ROAD AND CEDAR CREEK DR, AS MORE FULLY DESCRIBED HEREIN, AND TO AUTHORIZE THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AN ENCROACHMENT PERMIT WITH PINE WAVE ENERGY AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS,** pursuant to Shreveport City Charter Section 4.17, every ordinance or resolution granting, amending or extending *any right to occupy* or *use public places* in the City *for any purpose*, shall be complete in the form in which it is finally passed, shall remain on file with the clerk of council for public inspection for at least one (1) week before the final passage or adoption thereof, and shall be published once, together with a notice of the time at which the City Council proposes to take final action thereon, in the official journal at least one (1) week before the final passage or adoption thereof; and

**WHEREAS,** pursuant to Shreveport City Charter Section 2.03 (e), the City shall have the power to *permit encroachment* over, under or in any street, alley, sidewalk or other public place, where such *encroachment* does not adversely affect the public interest, upon such conditions, including regulation of the construction, suspension, and, if necessary, the removal of awnings, signs, lights, marquees, balconies or other structures projecting from buildings, as may be established by ordinance, and to provide for charges to be paid for such privilege; and

**WHEREAS,** pursuant to Shreveport City Charter Section 2.03 (g), the City shall have the power to make regulations for the prevention of injury to any street, alley, sidewalk or *public place*, and the pavement, curb, gutter, trees, plants, shrubs, ornamental lighting fixtures, traffic signs and signals and other property of the City therein; and

**WHEREAS,** Shreveport City Code Sec. 78-122 authorizes the City to permit the *encroachment* over, under, or in any street, alley, sidewalk or other public place, where such *encroachment* is not a facility, defined by Sec. 78-120, and does not adversely affect the public interest; and

**WHEREAS,** an applicant for an *encroachment permit* shall make application to the City Department of Engineering and Environmental Services and pay the applicable application processing fees; and

**WHEREAS,** the City's Engineering and Environmental Services Department has received an application, for an *encroachment permit* in accordance with Shreveport City Code Sec. 78-122, attached as EXHIBIT "A"; and

**WHEREAS,** the City Engineer is authorized to establish a policy and regulations for the issuance of such *encroachment permits*;

**WHEREAS,** a request has been received by Pine Wave Energy from Kevin Ash, for encroachment onto a portion of the Dean Road and Cedar Creek Drive public right-of-way as more clearly shown on the exhibits attached hereto and made a part hereof; and

**WHEREAS,** City Departments and utility companies which could be affected by this encroachment have been contacted and do not object to this proposed encroachment; and

**WHEREAS,** this encroachment upon and use of a portion of this public right-of-way is not adverse to the public interest of the citizens of the City of Shreveport; and

**WHEREAS**, the City Engineer, or his designee, has reviewed the submitted application and other supporting documents and does hereby recommend the City Council approve the proposed *encroachment* as it appears to comply with the Shreveport City Code and City departmental policies and regulations; and

**WHEREAS**, pursuant to Shreveport City Code Sec. 78-122 an *encroachment permit* shall be authorized by ordinance of the City Council and executed by the Mayor, or his designee.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened, that:

**SECTION 1.** All of the above "Whereas" clauses are adopted herein as part of this Ordinance.

**SECTION 2.** The encroachment permit application (Exhibit "A") is hereby approved for **Dean Road and Cedar Creek Drive**, more fully described in EXHIBIT "B" *Encroachment Permit*, and the Mayor, or his designee, is hereby authorized to execute the *Encroachment Permit*, substantially in accordance with the draft of the *Encroachment Permit* attached hereto as EXHIBIT "B", to include any other related and accompanying documents to carry out the intent of this Ordinance, between the CITY OF SHREVEPORT, LOUISIANA ("CITY") and PINE WAVE ENERGY, for the purpose of allowing an encroachment over, under, or in any street, alley, sidewalk or other public place.

**SECTION 3.** PINE WAVE ENERGY agrees it will hold the CITY harmless for any damages that may result to the sign, water service appurtenances, parking lot paving, electrical cabinet, security fencing, gates, or other improvements as a result of its location upon the Midway Avenue public right-of-way. PINE WAVE ENERGY also agrees to inform any buyers of said property in writing of this agreement with the CITY.

**SECTION 4.** PINE WAVE ENERGY further promises it will terminate the encroachment within Dean Road and Cedar Creek Drive public right-of-way upon request of CITY, if and when CITY

shall determine that a need exists for the public use of the encroachment or a portion thereof. The removal shall be at PINE WAVE ENERGY (or the successor owner's) expense and shall be made in an expeditious manner.

**SECTION 5.** The Mayor of the City of Shreveport, or his designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

**SECTION 6.** The original *Encroachment Permit* and a certified copy of this ordinance shall be filed and recorded in the Conveyance Records of Caddo Parish, Louisiana.

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all ordinances, resolutions or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office




| Name | NAD_1983_StatePlane_Louisiana_North_FIPS_1701_Feet |
|---|---|
| Cedar Creek West End | 93°49'45.902"W 32°24'27.385"N |
| Cedar Creek East End | 93°49'38.864"W 32°24'27.486"N |

N
W E
S

# Cedar Creek Drive
# Caddo Parish, Louisiana

Water Route

Caddo Parcels

Date: 4/14/2022

1 inch = 100 feet

ROCA LAND & R.O.W.

This map may be revised without notification to any user. No warranty, guarantee, or representation is made as to the absolute correctness, accuracy, or sufficiency of any representation contained in this map, This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. This map represents only the approximate relative location of map data




| Name | NAD_1983_StatePlane_Louisiana_North_FIPS_1701_Feet |
|---|---|
| Dean Street North End | 93°49'54.717"W 32°24'27.493"N |
| Dean Street South End | 93°49'55.171"W 32°24'8.461"N |

N
W E
S

# Dean Street
# Caddo Parish, Louisiana

Water Route

Caddo Parcels

Date: 4/14/2022

1 inch = 200 feet

ROCA LAND & R.O.W.

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| Name | NAD_1983_StatePlane_Louisiana_North_FIPS_1701_Feet |
|---|---|
| Shreveport Drive West | 93°50'19.651"W 32°24'8.365"N |
| Shreveport Drive East | 93°50'18.003"W 32°24'8.449"N |

N
W E
S

# South Shreveport Drive
# Caddo Parish, Louisiana

Water Route

Caddo Parcels

Date: 4/14/2022

1 inch = 100 feet

ROCA LAND & R.O.W.

This map may be revised without notification to any user. No warranty, guarantee, or representation is made as to the absolute correctness, accuracy, or sufficiency of any representation contained in this map, This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. This map represents only the approximate relative location of map data

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
An ordinance to amend Chapter 102, Article II and IIIA, of the City of Shreveport, Louisiana, Code of Ordinances relative to vehicle for hire license fees and taxicab fares, and to otherwise provide with respect thereto.

**DATE**
April 26, 2022

**ORIGINATING DEPARTMENT**

**COUNCIL DISTRICT**
City-wide

**SPONSORS**
Councilmember LeVette Fuller

**PURPOSE**
This ordinance amends Chapter 102 of the Code of Ordinances.

**BACKGROUND INFORMATION**
Ordinance No. 151 of 2021 reduced the vehicle for hire license fee to $37.00 per vehicle for a period of 1 year, from November 1, 2021, through October 31, 2022. This ordinance further reduces the fee to $35.00 per vehicle permanently. In addition, this ordinance increases taxicab fares, raising the first mile or fraction thereof from a maximum of $4.00 to a maximum of $5.00. This ordinance also adds new rates for special events ($15.00 or the metered fare, whichever is greater) and airport transportation ($20.00 or the metered fare, whichever is greater).

**TIMETABLE**
Introduction: April 26, 2022
Final Passage: May 10, 2022

**ATTACHMENTS**
None

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
Councilmember LeVette Fuller recommends that the City Council adopt this ordinance.

**FACT SHEET PREPARED BY:** Danielle A. Farr Ewing,
Clerk of Council

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE TO AMEND CHAPTER 102, ARTICLE II AND IIIA, OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES RELATIVE TO VEHICLE FOR HIRE LICENSE FEES AND TAXICAB FARES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER: LEVETTE FULLER**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 102, Article II and IIIA of the City of Shreveport, Louisiana Code of Ordinances is amended to read as follows:

**ARTICLE II. – LICENSING OF VEHICLES FOR HIRE**

***

**Sec. 102-43. Fees.**

The fee for a vehicle for hire license issued by the city for taxi, limousine, luxury vehicle and shuttle businesses shall be $35.00 per vehicle, per year. All fees shall be payable to the city through the Shreveport Police Department. All licenses shall expire 12 months from issue and must be renewed by the city in order to remain in force.

***

**ARTICLE IIIA – OPERATING REGULATIONS**

***

**Sec. 102-83. Taxicab fares.**

(a) *Metered rates.* The metered taxicab rates for taxicabs operating in the city shall be as listed herein. Rates shall not be adjusted more than once in a 365-day period and only with the approval of the city council.

(1) For the first mile or fraction thereof, a maximum of $5.00.

***

(e) *Rates for special events.*

(1) For transporting passengers to or from any place or point within the city to or from, Shreveport Municipal Auditorium, Strand Theatre Corporation, Hirsch Memorial Coliseum, Independence Stadium, or the fair grounds to attend regularly scheduled sporting events and/or concerts, taxicabs may charge the special event fare, which shall be $15.00 or the metered fare, whichever is greater. The meter shall be in operation to determine the greater fare.

(2) The special event fare, when authorized, may be charged for trips to and from the special event site, beginning two hours before and until two hours after the special event.

(f) Rates for airport transportation.

(1) For transporting passengers to or from any place or point within the city to or from Shreveport Regional Airport, taxicabs may charge the airport transportation fare, which shall be $20.00 or the metered fare, whichever is greater. The meter shall be in operation to determine the greater fare.

***

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**ORDINANCE NO. ____ OF 2022**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTH SIDE OF STONER AVENUE, APPROXIMATELY TWO HUNDRED AND SIXTY FEET EAST OF CRESWELL AVENUE, SHREVEPORT, CADDO PARISH, LA., FROM **R-3 MULTI-FAMILY RESIDENTIAL DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

**BY:**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the south side of Stoner Avenue, approximately two hundred and sixty feet east of Creswell Avenue, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **R-3 Multi-Family Residential District To C-1 Neighborhood Commercial District**

LOT 5, LESS R/W BLK 2, HOLMESVILLE SUBN., SECTION 6, T17N, R13W, CADDO PARISH, LOUISIANA. 171306-48-5

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

21-223-C
TAYLOR FAMILY PROPERTY LLC

**ORDINANCE NO. ____ OF 2022**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTH SIDE OF STONER AVENUE, APPROXIMATELY TWO HUNDRED AND SIXTY FEET EAST OF CRESWELL AVENUE, SHREVEPORT, CADDO PARISH, LA., FROM **R-3 MULTI-FAMILY RESIDENTIAL DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

**BY:**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the south side of Stoner Avenue, approximately two hundred and sixty feet east of Creswell Avenue, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **R-3 Multi-Family Residential District To C-1 Neighborhood Commercial District**

LOT 5, LESS R/W BLK 2, HOLMESVILLE SUBN., SECTION 6, T17N, R13W, CADDO PARISH, LOUISIANA. 171306-48-5

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

21-223-C
TAYLOR FAMILY PROPERTY LLC

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

# STAFF REPORT – CITY OF SHREVEPORT

**APRIL 6, 2022**

**AGENDA ITEM NUMBER:16**
**MPC Staff Member:** Austin Chen
**City Council District:** B/Fuller
**Parish Commission District**: 4/Young

**CASE NUMBER 21-223-C: ZONING REQUEST**
**APPLICANT:** TAYLOR FAMILY PROPERTY LLC
**OWNER:** TAYLOR FAMILY PROPERTY LLC
**LOCATION:** 541 STONER AVE (South side of Stoner Ave., approx. 260'east of Creswell Ave.)
**EXISTING ZONING:** R-3
**REQUEST:** **R-3 to C-1**
**PROPOSED USE:** **Office**

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**DESCRIPTION:** The applicant is requesting rezoning of a 0.15-acre tract of land from R-3 (Multi-family Residential) to C-1 (Neighborhood Commercial) for Office. Adjacent to the West is zoned C-1; adjacent to the East is zoned R-3; adjacent to the North is zoned C-UC (Urban Corridor); adjacent to the South is zoned R-HU (Highland Urban Conservation Residential).

There is no previous case associated with this property. Nearby relevant cases include: approval of rezoning to B-3 (Community Business; C-3 under UDC) for a Commercial use (C-17-85), a upholstery studio (C-640), a cultural center (C-44-04); approval of rezoning to B-2 for a Commercial use (C-17-85. Denial of rezoning to B-3 for a muffler sales and repair shop (C-25-85).

Nearby neighborhoods include: Central Business District, Highland, Ledbetter Heights, Stoner Hill.

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**REMARKS:** The applicant is requesting rezoning of a 0.15-acre tract of land from R-3 (Multi-family Residential) to C-1 (Neighborhood Commercial) for Office. There is an existing building on site. The applicant wants to renovate the building and repurpose it to an office. The subject property is in the Historic Preservation Overlay District (HPOD), any exterior changes will require approval of the Historic Preservation Commission (HPC).

As stated in Article 4.3 of the Unified Development Code (UDC), C-1 is defined as "The C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods and are similar in the character of the surrounding residential neighborhood. Residential dwelling units are allowed above the ground floor." The permitted by right uses in C-1 zoning district include Agriculture, Amusement Facility – Indoor, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Bus Transfer Station, Community Center, Community Garden, Cultural Facility, Day Care Center, Dwelling – Above the Ground Floor, Educational Facility - Primary or Secondary, Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Government Office, Lodge/Meeting Hall, Medical/Dental Office, Office, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Restaurant, Retail Goods

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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## STAFF REPORT – CITY OF SHREVEPORT

Establishment, Soup Kitchen, Soup Kitchen - Accessory, Specialty Food Service, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications (Eligible Facility), Temporary Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise and Temporary Seasonal Sales.

The subject property is in a large area of a mixed-use of residential and commercial and is surrounded by C-1 Neighborhood commercial districts, C-UC Urban Corridor commercial districts, R-3 Multi-family Residential, and R-HU Highland Urban Conservation Residential districts. The subject property is along the commercial corridor of Stoner Avenue from the West to the East. Across Stoner Avenue, North and West of the subject property, is a large tract of C-UC commercial areas. Several businesses near the subject property include restaurants, offices, gas stations, convenience stores, funeral home, and church. All the possible C-1 uses are compatible with what exists in the area. Approval of rezoning to C-1 would not introduce incompatible uses into the area.

Regarding the future land use of this site, the Future Land Use Map of the 2030 Great Expectation Master Plan shows the subject property is zoned Residential Medium. The C-1 would not be consistent with the intentions of the Master Plan. However, office use is not anticipated to cause heavier traffic to the neighborhood, nor is it incompatible with the current development pattern of the neighborhood. At the same time, an investment in an existing building can play a positive role in maintaining the building.

Per UDC requirements, the applicant hosted a neighborhood participation meeting at 11:00 AM on February 9, 2022, to present their proposed operation to interested parties. Seven community members attended the meeting. There were two questions asked during the meeting; participants expressed questions about their vision of the property and business hours. According to the applicant's neighborhood participation meeting report, all attendant questions and concerns were addressed. Therefore, there was no opposition expressed at the meeting.

Field observations revealed on February 25, 2022; There is an existing building on the subject property. It's located by Stoner Ave, which is one of the heavily traveled thoroughfares. The historic building is in good condition; there are several other office buildings with 100 feet around the subject property. At the same time, the office generally does not expect to cause heavy traffic pressure or make noise in the local community. Therefore, approval of rezoning to C-1 would not introduce incompatible uses into the area.

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**STAFF ASSESSMENT:**

**Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval R-3 (Multi-family Residential) to C-1 (Neighborhood Commercial) is warranted, due to the compatibility with the surrounding area.**

**Alternatively, based on information provided at the public hearing the MPC may:**

1. Approve the rezoning request for a different zoning type.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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## STAFF REPORT – CITY OF SHREVEPORT

2. Deny the zoning request.

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**PUBLIC ASSESSMENT:** **One person spoke in support. There were no opposition.**

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**MPC BOARD RECOMMENDATION:** **The Board voted 6-0 to recommend approval of this application.**

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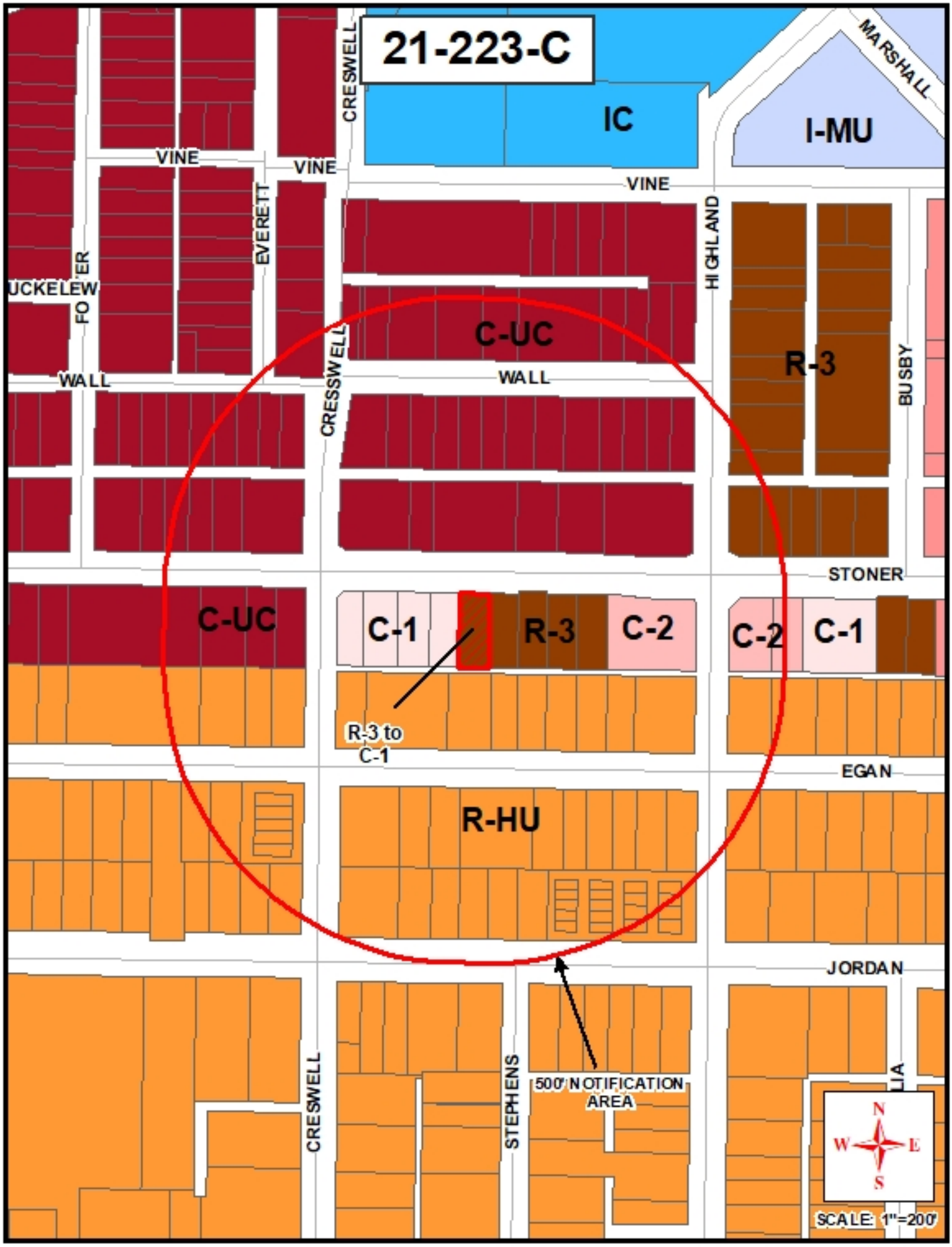
The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.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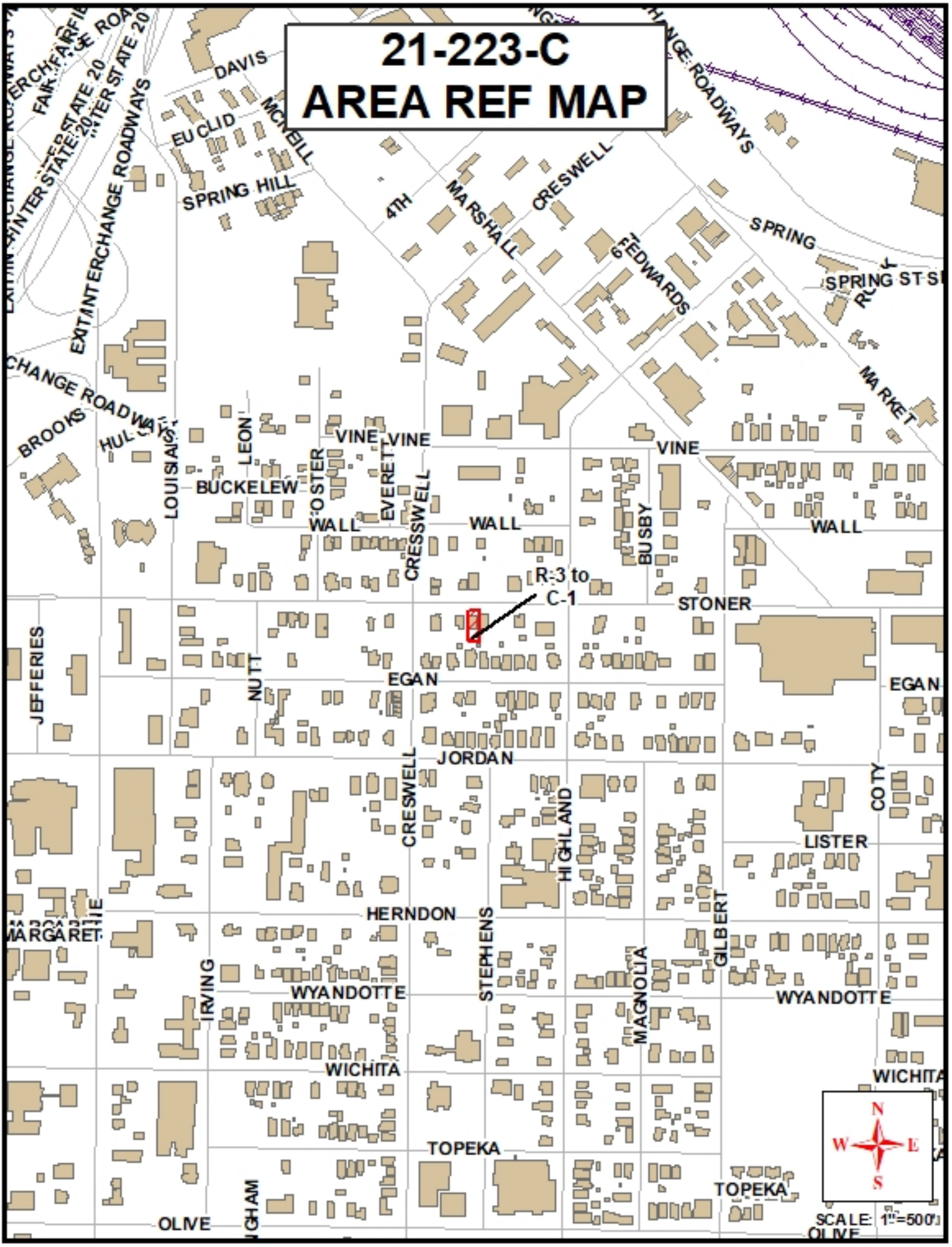
21-223-C
AREA REF MAP
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541
PROPOSED
ZONING
CHANGE
CALL
673-6480
METROPOLITAN
PLANNING
COMMISSION


ENTRANCE
ONLY




HIGHLAND
SQUARE

**NP Neighborhood Meeting Invitation (Zoning Change)**

Dear Neighbor:

My company, Taylor Family Property LLC, owns property at 541 Stoner Avenue, Shreveport, LA 71101. I would like to open an office for our real estate company. We currently own property in the Highland area.

The site is located in an R-3 Residential Zoning District. We are applying for a zoning change to a C-1 Commercial Corridor District in order to operate as an office building. The site is a two-story residential structure with a combined square footage of 2868. On-site parking is provided, and no variance or waivers are required.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. Our application has to be heard by the Metropolitan Planning Commission and the City Council and we are required to do this before we submit our application to the Metropolitan Planning Commission.

The meeting will take place:

Wednesday, February 9, 2022 at 11:00 am
541 Stoner Avenue
Shreveport, LA 71101

At the meeting, I'll provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the project. If you are unable to attend and would like to receive information from the meeting, please feel free to contact me. If you have any additional questions or comments, here's how to reach me. I hope to see you at the meeting on January 24th.

Sincerely,

Jeremy Taylor
(318) 588-6745 Office
taylorfamilyproperty@gmail.com

| OWNER | STREET AD | CITY | STATE | ZIP |
|---|---|---|---|---|
| Potter, Rol | 336 Olive S | Shreveport | La | 71104-2418 |
| Campbell, | 420 Santa ' | Sacrament | Ca | 95816-3422 |
| Jwh Prope | 1012 Hawr | Shreveport | La | 71107 |
| Reese, Cha | 537 Egan S | Shreveport | La | 71101 |
| Johnson, Ja | 1408 Cresv | Shreveport | La | 71101-4739 |
| Irvin, Faye | 535 Wall S | Shreveport | La | 71101-4133 |
| Ali, Samih | 112 Admir | Shreveport | La | 71115 |
| Tahira & A | 449 Stoner | Shreveport | La | 71101-4120 |
| Naljayan, L | 3708 Lafay | Monroe, | La | 71203 |
| Hubbard, A | 536 Jordan | Shreveport | La | 71101 |
| M J Investr | C/O Corne | Shreveport | La | 71134-0590 |
| Passantino | 35911 High | Plaquemin | La | 70764 |
| Mde Prope | 9000 Mora | Shreveport | La | 71129 |
| Davis, Mar | 1414 Highl | Shreveport | La | 71101-4866 |
| Seay, John | 613 Egan S | Shreveport | La | 71101 |
| Gibsland B | Po Box 18( | Gibsland | La | 71028 |
| Cobalt Rea | 11001 High | Baton Rou | La | 70810 |
| Adams Inv | C/O James | Bossier Cit | La | 71111 |
| Peterson, I | 1604 Adne | Haughton | La | 71037 |
| Blue, Jonas | 7612 Gibsc | Shreveport | La | 71106-4625 |
| Laurents, V | 530 Jordan | Shreveport | La | 71101-4743 |
| Greater Ne | Po Box 73( | Metairie | La | 70033 |
| Gleason Cc | 576 Oneon | Shreveport | La | 71106-1620 |
| Roppolo, C | 515 Egan S | Shreveport | La | 71101-4836 |
| Cullick, Jak | Po Box 517 | Shreveport | La | 71135-5176 |
| Terra Leigh | 554 Stoner | Shreveport | La | 71101 |
| 600 Egan S | P O Box 30 | Shreveport | La | 71133 |
| Sweet, Bev | 1414 Highl | Shreveport | La | 71101-4866 |
| Elder, Glen | 502 Egan S | Shreveport | La | 71101-4837 |
| Kc Holding | 3705 Mont | Lake Havas | Az | 86406 |
| Blount, Pat | 1414 Highl | Shreveport | La | 71101-4866 |
| Wambgans | 2208 Reve | Irving | Tx | 75061 |
| Sipes, John | 423 Albany | Shreveport | La | 71105-2003 |
| Bell, Tomm | Po Box 383 | Shreveport | La | 71133-8315 |
| Elder, Glen | 502 Egan S | Shreveport | La | 71101-4837 |
| Lively, Byr | 454 Egan S | Shreveport | La | 71101 |
| Spears, Ma | 532 Jordan | Shreveport | La | 71101 |
| Day, Steve | 543 Egan S | Shreveport | La | 71101-4836 |
| Rossum, Jc | 10009 Free | Shreveport | La | 71106 |
| Taylor Fam | 3325 Chev | Shreveport | La | 71118 |
| The Clayto | 624 Stoner | Shreveport | La | 71101 |
| A Center F | 543 Stoner | Shreveport | La | 71101 |
| O'Neal, De | 3811 Treat | Shreveport | La | 71119-6907 |
| Brentwooc | 1006 Highl | Shreveport | La | 71101 |
| 1408 Thar | 317 Cypres | Gulf Shore | Al | 36542 |
| Anderson, | 605 Wall S | Shreveport | La | 71101-3953 |

| | | | | |
|---|---|---|---|---|
| Horton, Le | 1414 Highl | Shreveport | La | 71101 |
| Gfc Trust 1 | Po Box 461 | Stonewall | La | 71078 |
| Lowery, Rc | 5209 S. Lak | Shreveport | La | 71109 |
| Highland H | Po Box 558 | Shreveport | La | 71135 |
| Howell, Pa | 10506 Bar | Helotes | Tx | 78023-4057 |
| Louisiana A | 324 Texas | Shreveport | La | 71101-3623 |
| Rosalinde I | 3821 Southf | Shreveport | La | 71106 |
| Kelly, Jeffe | 546 Egan S | Shreveport | La | 71101 |
| Terry, Otis | 1414 Highl | Shreveport | La | 71101-4866 |
| G J Tax Sal | Po Box 850 | Orlando | Fl | 32885-0001 |
| Marak, Hei | 5914 Fairfi | Shreveport | La | 71106 |
| Pitner, Gec | 537 Wall S | Shreveport | La | 71101-4133 |
| Bes Holdin | 3266 Keith | Keithville | La | 71047 |
| Congregati | 9894 Norri | Shreveport | La | 71106-7724 |
| Adair Asse | 405 N 115t | Omaha | Ne | 68154-2507 |
| Baker, Ger | 11250 Mag | Shreveport | La | 71106-8374 |
| Weiss, Har | 2722 W. Co | Shreveport | La | 71107 |
| Samuels, V | 607 Stoner | Shreveport | La | 71101 |
| One Samsc | Po Box 790 | San Antoni | Tx | 78279-0266 |
| Gulden, Llc | 12525 Brol | Houston | Tx | 77024-4934 |
| Shreveport | 616 Jordan | Shreveport | La | 71101 |
| Hudson, Jo | 515 Forest | Shreveport | La | 71104-4403 |
| Taylor, Joh | 601 Wall S | Shreveport | La | 71101 |
| Marak Pro | 700 W 70tl | Shreveport | La | 71106-2829 |
| Locke, Bea | Po Box 558 | Shreveport | La | 71135 |
| Caddo, Par | 501 Texas | Shreveport | La | 71101-5401 |
| Shreveport | 1234 Texas | Shreveport | La | 71101-3345 |
| Elder, Glen | 502 Egan S | Shreveport | La | 71101-4837 |
| Scales, San | 612 Egan S | Shreveport | La | 71101-4741 |
| Elder, Glen | 502 Egan S | Shreveport | La | 71101-4837 |
| Samuels, S | 1414 Highl | Shreveport | La | 71101-4866 |
| Andewils P | 2506 Conra | Bossier Cit | La | 71111 |
| Bottomlan | 702 Hickor | Logansport | La | 71049 |
| Mc William | 536 Egan S | Shreveport | La | 71101 |
| Hollenshea | 1121 Louis | Shreveport | La | 71101 |
| Tapley, Ro | 552 Wall S | Shreveport | La | 71101-4134 |
| J.E.A.M. Gr | 853 Robins | Shreveport | La | 71104-3029 |
| Millender, | 1148 Mcda | Shreveport | La | 71107-2707 |
| Salley, San | Po Box 354 | Covington | La | 70434-3549 |
| Hardeman, | 1414 Highl | Shreveport | La | 71101 |
| Dsmc, Inc. | 401 Post O | Bossier Cit | La | 71111 |
| Marak Par | 700 W 70tl | Shreveport | La | 71106-2829 |
| Shufflin, St | 1127 Highl | Shreveport | La | 71101-4104 |
| Campbell, | 1414 Highl | Shreveport | La | 71101 |
| Burnom, W | 1414 Highl | Shreveport | La | 71101-4866 |
| Raley, Lew | 2630 Highl | Shreveport | La | 71104 |
| Cm2 Prope | 7850 Oak ( | Shreveport | La | 71129 |

| | | | | |
|---|---|---|---|---|
| Rutherford | 1707 Line A | Shreveport | La | 71101-4609 |
| A Center F | 543 Stoner | Shreveport | La | 71101 |
| Samuels, V | 607 Stoner | Shreveport | La | 71107 |
| Highland H | 18 Dover C | Bossier Cit | La | 71111 |
| Cino, Inc. | 8348 Brool | Shreveport | La | 71107-8605 |
| Bakalis, Ta | 9071 Mans | Shreveport | La | 71118-2665 |
| Marak, He | 847 Robins | Shreveport | La | 71104-3029 |
| Cox, Luthe | 512 Wall S | Shreveport | La | 71101-4134 |
| Harper, Jak | 6101 Shad | Shreveport | La | 71107 |
| Davis, Vivi | 610 Stoner | Shreveport | La | 71101-4125 |
| Metcalfe, \ | 115 Chelse | Shreveport | La | 71105 |
| Pruitt, Elai | 531 Wall S | Shreveport | La | 71101 |
| Huck, Tim | 505 Chocta | Bossier Cit | La | 71111 |
| Johnson, R | 1414 Highl | Shreveport | La | 71104 |
| Christian D | 1120 Cresv | Shreveport | La | 71101-3961 |
| Grover Pro | 218 Brumle | Duson | La | 70529 |
| Pickett, Ru | 401 Goldri | Georgetow | Tx | 78633 |

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

**Land Development**
505 Travis Street | Suite 440 | Shreveport , LA | 71101
318-673-6480 | fax 318-673-6461

# UDC DEVELOPMENT APPLICATION

*Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.*

**DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY**

Date: 12/22/21 Planner: A. Correa Case No: 21-223-C Application Fee: $800

## 1. PROPERTY INFORMATION

| | | |
|---|---|---|
| ***Project Name:*** Stoner Rezoning | | ***Associated Case:*** None |
| ***Project Address/Location:*** 541 Stoner | | |
| ***Current Zoning District:*** R-3 | ***Proposed Zoning District (if applicable):*** C-1 | ***Parcel Number(s):*** 171306048000500 |

## 2. CASE TYPE

- ☑ Zoning Map Amendment (Rezoning)
- ☐ Special Use Permit
- ☐ Preliminary & Final Plat (7 or more lots)
- ☐ Final Plat (Less than 7 lots)
- ☐ Re-Plat
- ☐ Planned Unit Development (PUD) Zoning Map Amendment and Preliminary Site Plan
- ☐ PUD Site Plan (Administrative)
- ☐ Small Planned Unit Development (SPUD) Zoning Map Amendment and Site Plan
- ☐ Public Right-of-Way Closure and Abandonment
- ☐ Site Plan Approval
- ☐ Site Plan Revision
- ☐ Site Plan Modification
- ☐ Other: _____

## 3. PARCEL DESCRIPTION

*(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)*

See Attached

## 4. GENERAL LOCATION OF PROPERTY

*(street address and/or frontage, and distance to cross street)*

See Attached

## 5. PROPOSED USE OF THE PROPERTY

☐ Single-Family Residential ☐ Multi-Family Residential ☐ Mixed-Use ☐ Townhouse Residential ☐ Duplex Residential ☑ Commercial ☐ Industrial

***Provide a brief explanation, attach additional sheets, if necessary***

See Attached

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

**Land Development**
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318-673-6480 | fax 318-673-6461

# UDC DEVELOPMENT APPLICATION

| 6. ZONING INFORMATION | | 7. BUILDING INFORMATION | |
|---|---|---|---|
| *Current Zoning District(s):* R-3 | *Proposed Zoning District(s):* C-1 | *Proposed Building Use(s):* Office Space | |
| *If more than one district, provide the acreage of each:* | | *Existing Building(s) sq. ft. gross:* | |
| *Special Purpose Overlay District (if applicable):* | | *Proposed Building(s) sq. ft. gross:* | |
| *Total Site Acres:* | | *Total sq. ft. gross (existing & proposed):* | |
| *Off-Street Parking Required:* | | *Proposed height of building(s):* | *Number of stories:* 2 |
| *Off-Street Parking Provided:* | | *Ceiling height of First Floor:* | |

| 8. DIMENSIONAL STANDARDS | |
|---|---|
| *Lot Area (square footage):* | *Lot Coverage (Total Area in square feet):* |
| *Lot Coverage Percentage of Total Lot Area:* | |

| 9. STORMWATER INFORMATION | | | |
|---|---|---|---|
| *Existing Impervious Surface:* | *acres/square feet* | *Hazard Flood Area* | ☐ *Yes* ☐ *No* |
| *Proposed Impervious Surface:* | *acres/square feet* | *Red River* | ☐ *Yes* ☐ *No* |
| *Cross Lake Watershed* | ☐ *Yes* ☐ *No* | *Wetlands* | ☐ *Yes* ☐ *No* |

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MetropolitanPlanningCommission

**Land Development**
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318-673-6480 | fax 318-673-6461

# UDC DEVELOPMENT APPLICATION

## 10. CONTACT INFORMATION

**IMPORTANT NOTE ABOUT PROJECT CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

**NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:** _ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

**APPLICANT CONTACT INFORMATION:** Check if Primary Contact ☐
Name: Jeremy Taylor Company: Taylor Family Property LLC
E-mail: taylorfamilyproperty@gmail.com Phone: 318-607-4474 Fax:
Address: P.O. Box 8453 City: Shreveport State: LA Zip: 71148

**ARCHITECT CONTACT INFORMATION:** Check if Primary Contact ☐
Name: Company:
E-mail: Phone: Fax:
Address: City: State: Zip:

**ENGINEER CONTACT INFORMATION:** Check if Primary Contact ☐
Name: Company:
E-mail: Phone: Fax:
Address: City: State: Zip:

**CURRENT PROPERTY OWNER CONTACT INFORMATION:** Check if Primary Contact ☐
Name: Jeremy Taylor Company: Taylor Family Property LLC
E-mail: taylorfamilyproperty@gmail.com Phone: 318-607-4474 Fax:
Address: P.O. Box 8453 City: Shreveport State: LA Zip: 71148
Designee Contact Name: Jeremy Taylor Email Address: taylorfamilyproperty@gmail.com Phone Number: 318-607-4474

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**
____ I will represent the application myself; OR ____ I hereby designate _____ *(name of project representative)* to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

**ACKNOWLEDGEMENT:**
I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Property Owner Signature — Date: 12/22/21
Applicant Signature — Date: 12/22/21

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH**
**SUMMARY MINUTES OF THE PUBLIC HEARING**
**April 6, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, April 6, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met for lunch prior to the public hearing.

**Members Present**
Winzer Andrews
Gabriel Balderas
Rachel Jackson
Fred Moss, IV
Bill Robertson
Harold Sater

**Staff Present**
Alan Clarke, Executive Director
Adam Bailey, Community Planning & Design Mgr.
Shari Culbert, Executive Admin. Assistant
Manushka Desgage, City Attorney's Office
Lenetta English, Zoning Compliance Coordinator
Stephen Jean, Deputy Director
Walter Johnson, Planner 1
Reginald Jordan, Zoning Administrator
Emily Trant, Planner 1

**Members Absent**
Christian Elberson

Mr. Clarke addressed the agenda topic of drawing lots. Members that are in place by advice of the city attorney of the city of Shreveport. The process will be delayed until such as the city of Shreveport has recommended, the mayor has recommended, and the city council has confirmed the two remaining members for this board so that there will be a complete board.

Mr. Clarke stated that there also will not have any ratification motion for past events and documents. This will also occur once there is a complete MPC board.

Mr. Clarke explains that the board will be staggering terms from one year to six years in serving on the MPC board.

Nominations for election of the board chair was opened by Mr. Clarke. A motion was made by Mr. Robertson, seconded by Mr. Moss, that Mr. Andrews will serve out the remaining term of the year as the board chair. There were no oppositions and no additional nominations. Command of the meeting was turned over to Mr. Andrews.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing.

The hearing was opened with prayer by **MS. JACKSON.** The Pledge of Allegiance was led by **MR. MOSS.**

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

**A motion was made by MR. ANDREWS, seconded by MR. ROBERTSON, to approve the ratification of past events and documents.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, MOSS, ROBERTSON, SATER, & Ms. JACKSON Nays: NONE. Absent : ELBERSON**



These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

**CONSENT AGENDA**

**PUBLIC HEARING**

**CASE NO. 21-223-C ZONING REQUEST**

| | |
|---|---|
| Applicant: | Taylor Family Property LLC |
| Owner: | Taylor Family Property LLC |
| Location: | 541 STONER AVE (South side of Stoner Ave., approx. 260'east of Creswell Ave.) |
| Existing Zoning | R-3 |
| Request: | R-3 to C-1 |
| Proposed Use: | Office |

**Representative &/or support:**
Jeremy Taylor, 3325 Cheverny Shreveport, LA 71118

Mr. Taylor explained that when he purchased the home, he was not aware that it was not commercially zoned. He would like to use the residence as a central office for his real estate company. It would be a general location for tenants to pay rent and for work orders to be received.

**Opposition:**
There was no opposition.

**A motion was made by ROBERTSON, seconded by JACKSON to recommend this application for approval.**

**The motion was adopted by the following 5-0 vote: Ayes: Messrs. ANDREWS, MOSS, ROBERTSON, SATER, & Mses. JACKSON Nays: NONE. Absent: ELBERSON**



These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

**CC3825** **NOTICE TO THE PUBLIC** **Control #22070**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, April 6, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA,** for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 21-223-C:** 541 STONER AVE. Application by Taylor Family Property LLC for approval to rezone property located on the south side of Stoner Ave., approx. 260' east of Creswell Ave., from R-3 Multi-Family Residential District to C-1 Neighborhood Commercial District, being more particularly described as LOT 5, LESS R/W BLK 2, HOLMESVILLE SUBN., SECTION 6, T17N, R13W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

**ORDINANCE NO. ____ OF 2022**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE EAST SIDE OF YOUREE DRIVE, APPROXIMATELY TWO HUNDRED FEET SOUTH OF KING PLACE, SHREVEPORT, CADDO PARISH, LA., FROM I-1 LIGHT INDUSTRIAL DISTRICT TO I-MU INDUSTRIAL MIXED-USE DISTRICT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

**BY:**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the East side of Youree Drive, approximately two hundred feet south of King Place, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from I-1 Light Industrial District to I-MU Industrial Mixed-Use District**

LOT 2, RIVER STORAGE SUBN., UNIT NO. 1, SECTION 3, T16N, R13W, CADDO PARISH, LOUISIANA.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

22-5-C
LGRAD Real Estate Holding LLC

**ORDINANCE NO. ____ OF 2022**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE EAST SIDE OF YOUREE DRIVE, APPROXIMATELY TWO HUNDRED FEET SOUTH OF KING PLACE, SHREVEPORT, CADDO PARISH, LA., FROM I-1 LIGHT INDUSTRIAL DISTRICT TO I-MU INDUSTRIAL MIXED-USE DISTRICT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

**BY:**

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22-5-C
LGRAD Real Estate Holding LLC

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

## STAFF REPORT – CITY OF SHREVEPORT

*Structure (Principal Use), Passenger Terminal, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Public Works Facility, Research and Development, Restaurant , Retail Goods Establishment , Self-Service Ice Vending Unit, Self-Storage Facility: Climate-Controlled, Self-Storage Facility: Outdoor, Solar Farm , Soup Kitchen, Soup Kitchen, Accessory, Specialty Food Service, Utility, Vehicle Dealership – Enclosed, Vehicle Dealership – With Outdoor Storage/Display, Vehicle Rental – Enclosed , Vehicle Repair/Service– Major, Vehicle Repair/Service – Minor , Warehouse, Wholesale Establishment , Winery, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications , Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise, and Temporary Seasonal Sales.*

The I-MU District is versatile, by definition, and is compatible with light industrial and higher intensity commercial districts. The subject property is located in an area with mixed commercial and industrial zoning and uses. On the east side of Youree Drive, there are immediately adjacent Light Industrial (I-1) zoning districts, with General Commercial (C-3) zoning districts nearby to the north, and an I-MU zoning district to the south. On the west side of Youree Drive in this area, there are several C-3 and Heavy Industrial (I-2) zoning districts within close proximity. The various uses in the area surrounding the property in question include a printing and distribution facility, a place of worship, ATV parts manufacturing, contractor offices, small warehouses, a gas station and restaurant, another animal care facility, a fire station and several outdoor self-storage facilities. Therefore, the existing zoning and uses make the requested I-MU zoning ideally compatible with the surroundings.

The proposed zoning designation is also consistent with the vision of the 2030 of Great Expectations Master Plan. The Future Land Use Map shows this area as Light Industrial/Business Park. Thus, approval of the requested rezoning to Industrial Mixed-Use will directly align with the vision of the Master Plan.

---

**STAFF ASSESSMENT:**

**Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of rezoning from Light Industrial (I-1) to Industrial Mixed-Use (I-MU) is warranted.**

**Alternately, based on of information provided at the public hearing the MPC may:**

a. Deny the requested zoning.
b. Approve rezoning to a zoning district other than what is requested.

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**PUBLIC ASSESSMENT:** **One person spoke in support. There was no opposition.**

---

**MPC BOARD RECOMMENDATION:** **The Board voted 6-0 to recommend this application for approval**

---

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

*City of Shreveport | Caddo Parish*
MetropolitanPlanningCommission

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# STAFF REPORT – CITY OF SHREVEPORT

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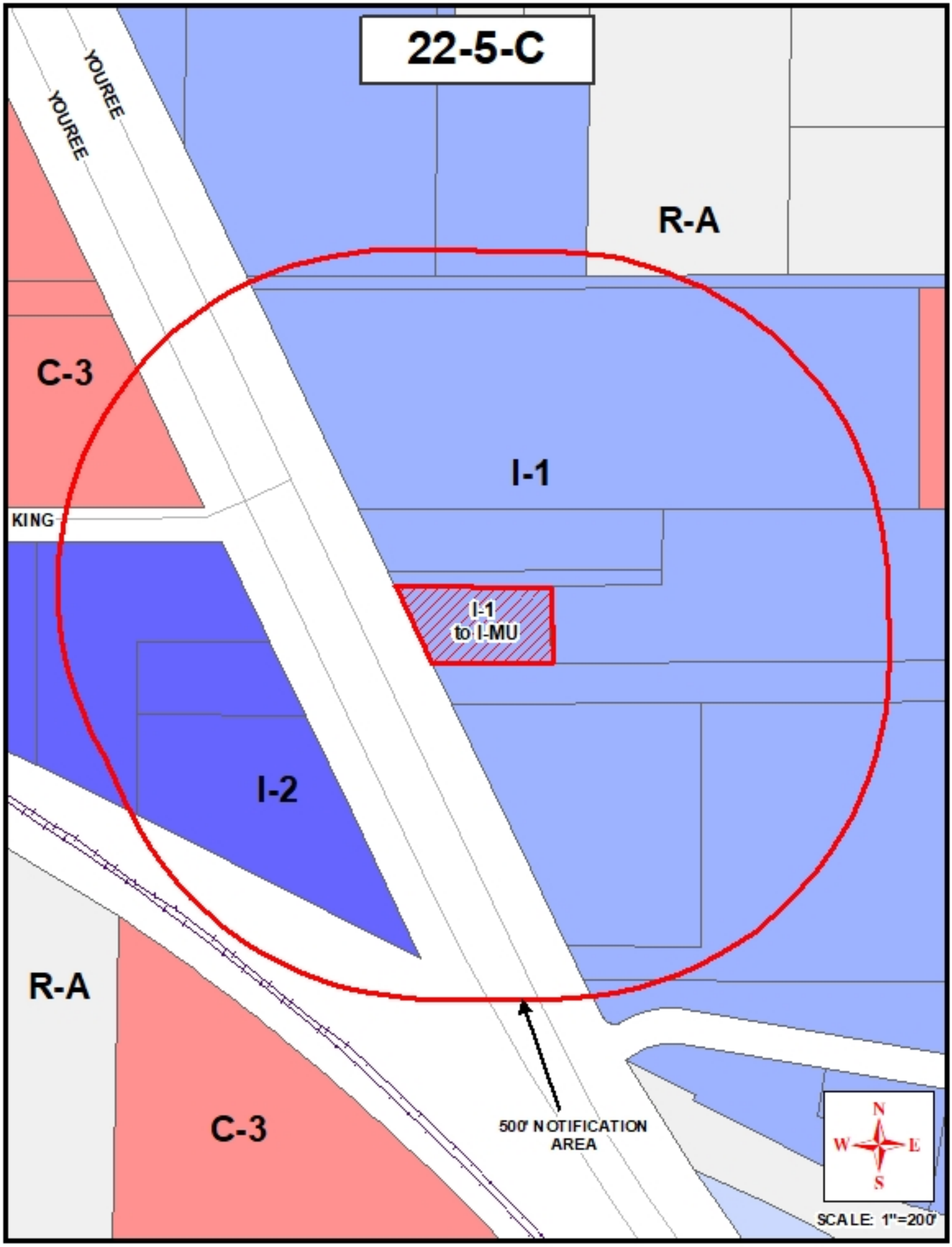
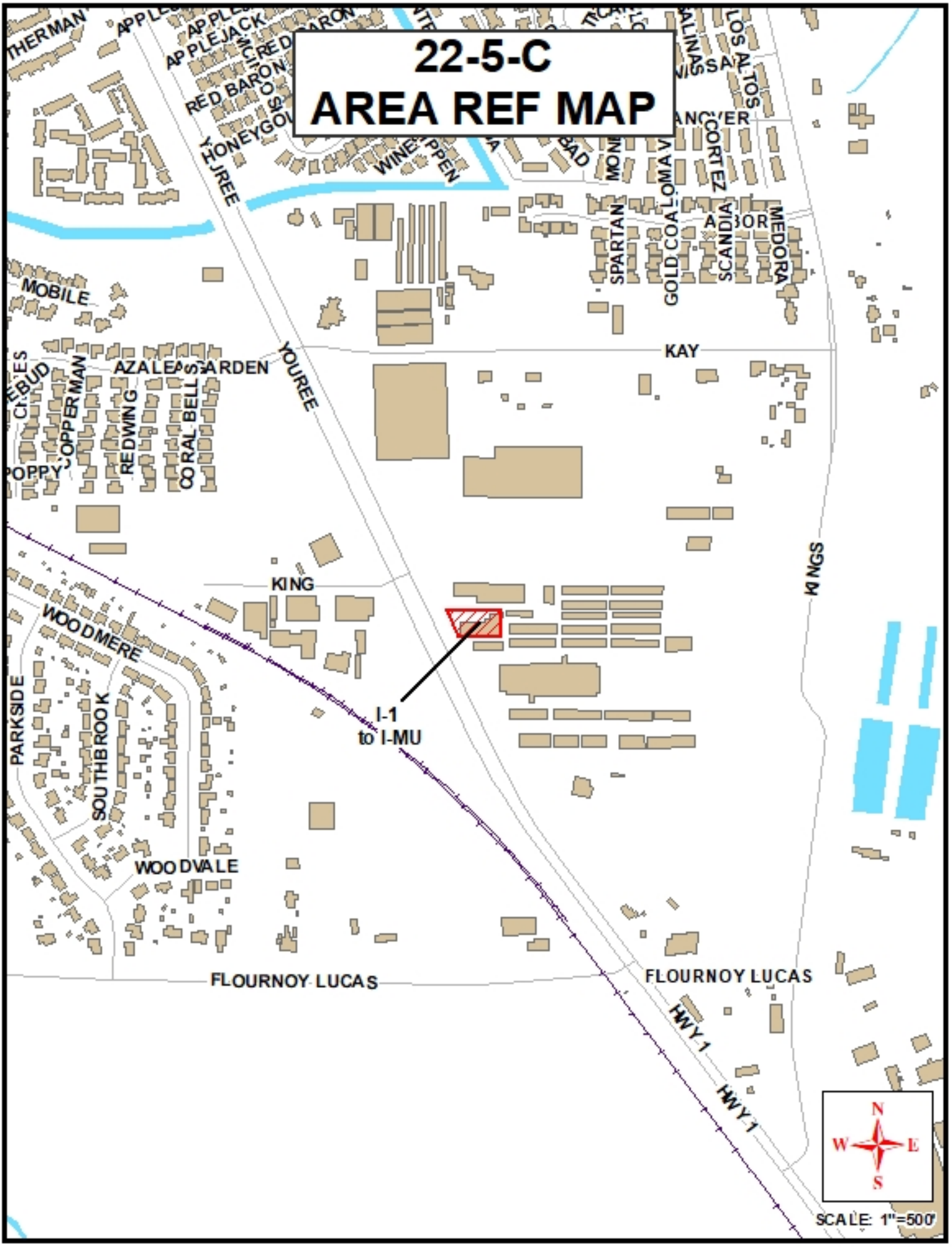

22-5-C
YOUREE
YOUREE
R-A
C-3
I-1
KING
I-1
to I-MU
I-2
R-A
C-3
500' NOTIFICATION
AREA
N
W
E
S
SCALE: 1"=200'


22-5-C
AREA REF MAP
MOBILE
AZALEA GARDEN
YOUREE
KAY
KING
WOODMERE
PARKSIDE
SOUTHBROOK
WOODVALE
I-1
to I-MU
FLOURNOY LUCAS
FLOURNOY LUCAS
HWY 1
HWY 1
N
W
E
S
SCALE: 1"=500'

PROPOSED

ZONING CHANGE

CALL

673-6480

METROPOLITAN PLANNING COMMISSION


SecurCare
SELF STORAGE
BEST YET
STORAGE
515-2000
RV & BOAT STORAGE
Any LA Physician
may recommend
medical marijuana
for debilitating
conditions.
HOPE7
585-0420
LA Licensed Marijuana Pharmacy




Dudley DeBosier
800-8000
SAI
SOUTHERN AUTOMATION INCORPORATED

# APP-MPC-28947 - Zoning Map Amendment (Rezoning)

## Project Address Information:

Address: 9215 Youree Drive
City: Shreveport
State: LA
Zip: 71115

## Application Submittal Information:

Create Date: Jan 11 2022 5:46PM
Sent Date: Jan 11 2022 5:46PM
Approved Date: Jan 12 2022 2:01PM

## Contact Information:

### Applicant:

Business Name: LGRAD Real Estate Holding LLC
Name: Elinor Castellanos
Address: 9215 Youree Drive, Shreveport, LA 71115
Email: elinorbouriaque@gmail.com
Home Number:
Mobile Number: (225) 210-8182
Office Number:

### Architect:

Business Name:
Name:
Address: , , LA
Email:
Home Number:
Mobile Number:
Office Number:

### Business Owner:

Business Name: LGRAD Real Estate Holding LLC
Name: Elinor Castellanos
Address: 9215 Youree Drive, Shreveport, LA 71104
Email: elinorbouriaque@gmail.com
Home Number:
Mobile Number: (225) 210-8182
Office Number:

### Engineer:

Business Name:
Name:
Address: , , LA
Email:
Home Number:
Mobile Number:
Office Number:

## Property Owner:

Business Name:
Name: Elinor Castellanos
Address: 849 Gladstone Blvd, Shreveport, LA 71104
Email: elinorbouriaque@gmail.com
Home Number:
Mobile Number: (225) 210-8182
Office Number:

## Application Questionnaire:

| **Zoning Map Amendment (Rezoning)** | | |
|---|---|---|
| Project Name | | 9215 Youree Drive Rezoning |
| City or Parish Project | | 753 |
| Existing Zoning | | I-1 |
| Requested Zoning | | I-MU |
| Application Category | | Planning Case - City |
| Application/Case Type | | Zoning Map Amendment (Rezoning) |

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH**
**SUMMARY MINUTES OF THE PUBLIC HEARING**
**April 6, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, April 6, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met for lunch prior to the public hearing.

**Members Present**
Winzer Andrews
Gabriel Balderas
Rachel Jackson
Fred Moss, IV
Bill Robertson
Harold Sater

**Staff Present**
Alan Clarke, Executive Director
Adam Bailey, Community Planning & Design Mgr.
Shari Culbert, Executive Admin. Assistant
Manushka Desgage, City Attorney's Office
Lenetta English, Zoning Compliance Coordinator
Stephen Jean, Deputy Director
Walter Johnson, Planner 1
Reginald Jordan, Zoning Administrator
Emily Trant, Planner 1

**Members Absent**
Christian Elberson

Mr. Clarke addressed the agenda topic of drawing lots. Members that are in place by advice of the city attorney of the city of Shreveport. The process will be delayed until such as the city of Shreveport has recommended, the mayor has recommended, and the city council has confirmed the two remaining members for this board so that there will be a complete board.

Mr. Clarke stated that there also will not have any ratification motion for past events and documents. This will also occur once there is a complete MPC board.

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Nominations for election of the board chair was opened by Mr. Clarke. A motion was made by Mr. Robertson, seconded by Mr. Moss, that Mr. Andrews will serve out the remaining term of the year as the board chair. There were no oppositions and no additional nominations. Command of the meeting was turned over to Mr. Andrews.

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The hearing was opened with prayer by **MS. JACKSON.** The Pledge of Allegiance was led by **MR. MOSS.**

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**A motion was made by MR. ANDREWS, seconded by MR. ROBERTSON, to approve the ratification of past events and documents.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, MOSS, ROBERTSON, SATER, & Ms. JACKSON Nays: NONE. Absent : ELBERSON**



These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

**PUBLIC HEARING**

**CASE NO. 22-5-C ZONING REQUEST**

| | |
|---|---|
| Applicant: | LGRAD Real Estate Holding LLC |
| Owner | LGRAD Real Estate Holding LLC |
| Location: | 9215 YOUREE DR (East side of Youree Dr., approx. 200' south of King Place) |
| Existing Zoning: | I-1 |
| Request: | I-1 to I-MU |
| Proposed Use: | Amusement Facility-Indoor, Animal Care Facility |

**Representative &/or support:**
David Bouriaque, 849 Gladstone Blvd. Shreveport, LA. 71104

Mr. Bouriaque is the owner of the property. He explained that the space has empty rooms that would be used for gaming.

**Opposition:**
There was no opposition.

**A motion was made by MOSS, seconded by JACKSON, to recommend this application for approval.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, MOSS, ROBERTSON, SATER, & Mses. JACKSON Nays: NONE. Absent: ELBERSON**



These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

**CC3825** **NOTICE TO THE PUBLIC** **Control #22070**

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**CASE NO. 22-5-C:** 9215 YOUREE DR. Application by LGRAD Real Estate Holding LLC for approval to rezone property located on the east side of Youree Dr., approx. 200' south of King Place, from I-1 Light Industrial District to I-MU Industrial Mixed-Use District, being more particularly described as LOT 2, RIVER STORAGE SUBN., UNIT NO. 1, SECTION 3, T16N, R13W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

**ORDINANCE NO. ____ OF 2022**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE NORTHWEST CORNER OF STEVENS ROAD & FLOURNOY LUCAS ROAD, SHREVEPORT, CADDO PARISH, LA., **FROM R-1-7 SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-1-7 SINGLE-FAMILY RESIDENTIAL (PUD) PLANNED UNIT DEVELOPMENT DISTRICT** AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

**BY:**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the northwest corner of Stevens Road & Flournoy Lucas Road, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **From R-1-7 Single-Family Residential District To R-1-7 Single-Family Residential (PUD) Planned Unit Development District:**

A TRACT OF LAND CONSISTING OF A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 14 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA,LYING WESTERLY OF AND ADJACENT TO STEVENS ROAD, ALSO LYING NORTH OF AND ADJACENT TO FLOURNOY LUCAS ROAD, AND ALSO LYING EASTERLY OF AND ADJACENT TO WRENWOOD PARK UNIT 7 AS RECORDED IN BOOK 4000, PAGE 179, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE DOTD MONUMENT AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF FLOURNOY LUCAS ROAD AND THE WEST RIGHT OF WAY LINE OF STEVENS ROAD, BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 88°57'4711 WEST A DISTANCE OF 728.91 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID FLOURNOY LUCAS ROAD TO A FOUND 1/2" IRON PIPE AT THE SOUTHEAST CORNER OF LOT 8, WREN WOOD PARK UNIT 7, AS RECORDED IN BOOK 4000, PAGE 179, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA; THENCE ALONG THE EAST BOUNDARY OF SAID WRENWOOD PARK UNIT 7 THE FOLLOWING THREE COURSES: NORTH 00°58'16" EAST A DISTANCE OF 300.40 FEET TO A FOUND 1/2" IRON PIPE AT THE EAST COMMON CORNER OF LOTS 4 AND 5, SAID WRENWOOD PARK UNIT 7; ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, (RADIUS= 1,328.87', CHORD BEARING= N06°58'22"W-361.88') A DISTANCE OF 363.01 FEET TO A SET 1/2" IRON PIPE ON THE EAST PROPERTY BOUNDARY OF LOT 1, SAID WRENWOOD PARK UNIT 7;
NORTH 13°08'41" WEST A DISTANCE OF 156.60 FEET TO A SET 1/2" IRON PIPE AT THE NORTHEAST CORNER OF LOT 2, SAID WRENWOOD PARK UNIT 7; THENCE NORTH 21 °50'03" WEST A DISTANCE OF 101.12 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 73°21'57" EAST A DISTANCE OF 70.92 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 65°38'50" EAST A DISTANCE OF 135.32 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 53°30'06" EAST A DISTANCE OF 128.46 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 40°27'49" EAST A DISTANCE OF 169.37 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 22°27'28" EAST A DISTANCE OF 85.38 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 40°55'14" EAST A DISTANCE OF 61.84 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 80°17'42" EAST A DISTANCE OF 117.10 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 70°18'47" EAST A DISTANCE OF 39.57 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 88°32'15" EAST A DISTANCE OF 64.34 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 70°57'56" EAST A DISTANCE OF 79.33 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 84"08'16" EAST A DISTANCE OF 88.65 FEET TO A SET 1/2" IRON PIPE ON THE WEST RIGHT OF WAY LINE OF STEVENS ROAD AS PER ORDER OF EXPROPRIATION RECORDED INSTRUMENT

N0.1145712, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: SOUTH 12°47'1611 EAST A DISTANCE OF 33.62 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 01 °31'40" WEST A DISTANCE OF 242.92 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 04°30'4711 WEST A DISTANCE OF 277.19 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 00°57'3611 WEST A DISTANCE OF 500.31 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 05°59'26" EAST A DISTANCE OF 151.15 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 01 °37'34" WEST A DISTANCE OF 120.16 FEET TO THE POINT OF BEGINNING. SAID TRACT HEREIN DESCRIBED CONTAINING 20.886 ACRES, MORE OR LESS., SECTION 12, T16N, R14W, CADDO PARISH, LOUISIANA.

SECTION II: BE IT FURTHER ORDAINED THAT the rezoning of the property described herein is approved subject to compliance with the following stipulations:

A revised plan showing the entrance to the north of the median widened to a minimum of 20 feet must be submitted to the Executive Director for review and approval prior to obtaining permits.

Requested uses and ordinance relief:

- Request to allow single-family *attached* dwellings in a R-1-7 zone.
- Relief from the 7,000 sq. ft lot area to allow for a 3,900 sq. ft minimum lot size for the single-family attached unit lots.
- Relief from the 20-foot front yard setback to allow for a 15-foot front yard setback for the single-family attached unit lots.
- Relief from the 60-foot minimum lot width to allow a 35-foot minimum lot width for the single-family attached unit lots.

Amenities:

Site amenities in exchange for the requested use include the following:

- Garden areas along the proposed public street located inside of common Lots 1001-1004, near the main entrance of the subdivision, and near paved entrances for the single family attached unit lots. There will also be garden areas in the drainage easement of Lot 1003 and around the retention pond in Lot 1001. There will be a total of 12 garden areas. The garden areas will consist of shrubs, shade trees, natural matured trees, or a combination of the aforementioned.
- 6-foot-wide walking trails with metal benches circling the single-family attached lots and north side of the development. The walking trail on the north side of the development will incorporate, where feasible, the use of existing mature trees and will be under brushed. The walking trail will run through Lots 1001 and 1003.
- A small retention pond with an aeration fountain will be located in Lot 1001.
- Maintain existing natural drain as nature area (as much as possible). The existing natural drain is located on the north side of the property.
- A 50' vegetative buffer will be provided on the south side of the development located off the Flournoy Lucas ROW.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

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**BY:**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the northwest corner of Stevens Road & Flournoy Lucas Road, Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **From R-1-7 Single-Family Residential District To R-1-7 Single-Family Residential (PUD) Planned Unit Development District:**

A TRACT OF LAND CONSISTING OF A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 14 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA,LYING WESTERLY OF AND ADJACENT TO STEVENS ROAD, ALSO LYING NORTH OF AND ADJACENT TO FLOURNOY LUCAS ROAD, AND ALSO LYING EASTERLY OF AND ADJACENT TO WRENWOOD PARK UNIT 7 AS RECORDED IN BOOK 4000, PAGE 179, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE DOTD MONUMENT AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF FLOURNOY LUCAS ROAD AND THE WEST RIGHT OF WAY LINE OF STEVENS ROAD, BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 88°57'4711 WEST A DISTANCE OF 728.91 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID FLOURNOY LUCAS ROAD TO A FOUND 1/2" IRON PIPE AT THE SOUTHEAST CORNER OF LOT 8, WREN WOOD PARK UNIT 7, AS RECORDED IN BOOK 4000, PAGE 179, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA; THENCE ALONG THE EAST BOUNDARY OF SAID WRENWOOD PARK UNIT 7 THE FOLLOWING THREE COURSES: NORTH 00°58'16" EAST A DISTANCE OF 300.40 FEET TO A FOUND 1/2" IRON PIPE AT THE EAST COMMON CORNER OF LOTS 4 AND 5, SAID WRENWOOD PARK UNIT 7; ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, (RADIUS= 1,328.87', CHORD BEARING= N06°58'22"W-361.88') A DISTANCE OF 363.01 FEET TO A SET 1/2" IRON PIPE ON THE EAST PROPERTY BOUNDARY OF LOT 1, SAID WRENWOOD PARK UNIT 7;
NORTH 13°08'41" WEST A DISTANCE OF 156.60 FEET TO A SET 1/2" IRON PIPE AT THE NORTHEAST CORNER OF LOT 2, SAID WRENWOOD PARK UNIT 7; THENCE NORTH 21 °50'03" WEST A DISTANCE OF 101.12 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 73°21'57" EAST A DISTANCE OF 70.92 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 65°38'50" EAST A DISTANCE OF 135.32 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 53°30'06" EAST A DISTANCE OF 128.46 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 40°27'49" EAST A DISTANCE OF 169.37 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 22°27'28" EAST A DISTANCE OF 85.38 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 40°55'14" EAST A DISTANCE OF 61.84 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 80°17'42" EAST A DISTANCE OF 117.10 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 70°18'47" EAST A DISTANCE OF 39.57 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 88°32'15" EAST A DISTANCE OF 64.34 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 70°57'56" EAST A DISTANCE OF 79.33 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 84"08'16" EAST A DISTANCE OF 88.65 FEET TO A SET 1/2" IRON PIPE ON THE WEST RIGHT OF WAY LINE OF STEVENS ROAD AS PER ORDER OF EXPROPRIATION RECORDED INSTRUMENT

N0.1145712, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: SOUTH 12°47'1611 EAST A DISTANCE OF 33.62 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 01 °31'40" WEST A DISTANCE OF 242.92 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 04°30'4711 WEST A DISTANCE OF 277.19 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 00°57'3611 WEST A DISTANCE OF 500.31 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 05°59'26" EAST A DISTANCE OF 151.15 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 01 °37'34" WEST A DISTANCE OF 120.16 FEET TO THE POINT OF BEGINNING. SAID TRACT HEREIN DESCRIBED CONTAINING 20.886 ACRES, MORE OR LESS., SECTION 12, T16N, R14W, CADDO PARISH, LOUISIANA.

SECTION II: BE IT FURTHER ORDAINED THAT the rezoning of the property described herein is approved subject to compliance with the following stipulations:

A revised plan showing the entrance to the north of the median widened to a minimum of 20 feet must be submitted to the Executive Director for review and approval prior to obtaining permits.

Requested uses and ordinance relief:

- Request to allow single-family *attached* dwellings in a R-1-7 zone.
- Relief from the 7,000 sq. ft lot area to allow for a 3,900 sq. ft minimum lot size for the single-family attached unit lots.
- Relief from the 20-foot front yard setback to allow for a 15-foot front yard setback for the single-family attached unit lots.
- Relief from the 60-foot minimum lot width to allow a 35-foot minimum lot width for the single-family attached unit lots.

Amenities:

Site amenities in exchange for the requested use include the following:

- Garden areas along the proposed public street located inside of common Lots 1001-1004, near the main entrance of the subdivision, and near paved entrances for the single family attached unit lots. There will also be garden areas in the drainage easement of Lot 1003 and around the retention pond in Lot 1001. There will be a total of 12 garden areas. The garden areas will consist of shrubs, shade trees, natural matured trees, or a combination of the aforementioned.
- 6-foot-wide walking trails with metal benches circling the single-family attached lots and north side of the development. The walking trail on the north side of the development will incorporate, where feasible, the use of existing mature trees and will be under brushed. The walking trail will run through Lots 1001 and 1003.
- A small retention pond with an aeration fountain will be located in Lot 1001.
- Maintain existing natural drain as nature area (as much as possible). The existing natural drain is located on the north side of the property.
- A 50' vegetative buffer will be provided on the south side of the development located off the Flournoy Lucas ROW.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of this ordinance which can be given effect without the invalid provisions, items, or applications and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

505 Travis Street, Suite 440 | Shreveport, LA 71101
318-673-6480 | fax 318-673-6461 | www.shreveportcaddmpc.com

# P.U.D. STAFF REPORT – CITY OF SHREVEPORT

**APRIL 6, 2022**

**AGENDA ITEM NUMBER: 12**
**MPC Staff Member:** Alice Correa
**City Council District:** E/Alan Jackson
**Parish Commission District**: 10/Mario Chavez

**CASE NUMBER 22-16-C: PLANNED UNIT DEVELOPMENT (PUD) & PRELIMINARY SITE PLAN**

**APPLICANT:** Mohr and Associates, Inc
**OWNER:** Wrenwood Development Company, LLC
**LOCATION:** tbd Stevens Rd. (NW corner of Stevens Rd. & Flournoy Lucas Rd.)
**EXISTING ZONING:** R-1-7
**REQUEST:** **R-1-7 to R-1-7(PUD)**
**PROPOSED USE:** **Single-family-Detached and -Attached subdivision**

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**DESCRIPTION:** The applicant is requesting approval to redesignate a 20.88-acre tract of land from Single-family Residential (R-1-7) to Planned Unit Development Single-family Residential (R-1-7(PUD)) for a 61-unit subdivision containing Single-family-Detached and Single-family-Attached dwellings. Adjacent to the north and west and across Flournoy Lucas to the south are R-1-7 zoning districts; across Stevens Rd to the east are Rural Agricultural (R-A) and General Commercial (C-3) zoning districts.

The only prior case for this site was approval of rezoning to Multi-family Residential (R-2, R-3) Neighborhood Business (B-2; C-2 under the UDC) and Community Business (B-3; C-3 under the UDC) for residential and commercial development (C-127-85); this portion of the property was approved for R-3 zoning but it is unclear when it reverted back to R-1. Nearby relevant cases include: approvals for rezoning to R-1D and R-1C (R-1-7 and R-1-12 under the UDC) for single-family subdivisions (C-80-96, P-26-07); a 1960 approval for rezoning to R-1 and B-2 for single-family subdivision and commercial use (P-72); and approval for extended use B-3-E for a manufactured home park (P-4-78).

Nearby neighborhoods include: Boggy Bayou, Southern Hills, Suburban Acres, Wallace Lake, and Wallace Lake Heights.

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**REMARKS:** **PUD approval is subject to a 3-year expiration as described in Section 16.9.F of the UDC.**

Pursuit of a PUD designation allows an applicant to request ordinance relief across a variety of areas within one application, including: permitted uses from other zoning districts, specific use approvals, variances, etc. In exchange, the applicant agrees to provide substantive amenities that benefit the surrounding area or the tenant/property owner exclusively, align with the goals of the Master Plan or otherwise provide some added aesthetic benefit. This tool provides the highest level of flexibility for projects that have a complex coupling of uses and potential impacts and offers the premier opportunity to claim benefits for the site and the surrounding area.

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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## P.U.D. STAFF REPORT – CITY OF SHREVEPORT

The applicant is requesting the PUD designation in order to include 26 single-family attached units in the proposed subdivision along with the 38 traditional lots for single-family detached homes. Per Unified Development Code (UDC) Article 5.2, single-family attached dwellings are only allowed in the R-2 and R-3 Multi-Family Residential zoning districts, the R-TH Townhouse Residential and R-HU Highland Urban Conservation Residential zoning district. Rather than rezoning the property to a higher density, more intensive zoning district, the applicant is pursuing PUD designation. The base zoning will remain Single-Family Residential (R-1-7) but would allow construction of a group of single-family *attached* dwellings on approximately 1/3 of the property, on the north side of the site. Because the proposed single-family attached lots are smaller than the minimum R-1-7 lot size and width, ordinance relief is requested to allow the smaller dimensions and smaller front setback for those lots only.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on February 3, 2022 at 6:00 PM, there were 24 people in attendance. The developer gave an introductory presentation, which was followed by a question and answer session. Several questions were asked regarding homes sizes, the townhomes (single-family attached), and whether they would be rentals. The developer clarified the minimum house sizes for both the single-family detached and single-family attached homes, indicated that the townhomes are necessary for the economic success of the development, and stated that the lots/homes would be sold to individuals but that they cannot control what an owner does with their home. Questions were also raised about the trees, the creek and drainage. The developer noted that the development is not adjacent to the creek, acknowledged that most of the trees will need to be cleared, and assured the neighbors that stormwater runoff will be directed to a detention pond in accordance with the City Ordinances.

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**MASTER PLAN CONSIDERATIONS:**

The 2030 Great Expectations Master Plan Future Land Use Map shows this site as remaining as Residential Low with General Commercial directly across Stevens Road, reflecting the existing conditions and character of the area. Thus, approval of the PUD would be in direct alignment with the master plan.

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**REQUESTED USES & ORDINANCE RELIEF:**

The applicant requests the following relief:

- Request to allow single-family *attached* dwellings in a R-1-7 zone.
- Relief from the 7,000 sq. ft lot area to allow for a 3,900 sq. ft minimum lot size for the single-family attached unit lots.
- Relief from the 20-foot front yard setback to allow for a 15-foot front yard setback for the single-family attached unit lots.
- Relief from the 60-foot minimum lot width to allow a 35-foot minimum lot width for the single-family attached unit lots.

---

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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# P.U.D. STAFF REPORT – CITY OF SHREVEPORT

**PROPOSED SITE AMENITIES:**

Proposed site amenities in exchange for the requested use include the following:

- Garden areas along the proposed public street located inside of common Lots 1001-1004, near the main entrance of the subdivision, and near paved entrances for the single family attached unit lots. There will also be garden areas in the drainage easement of Lot 1003 and around the retention pond in Lot 1001. There will be a total of 12 garden areas. The garden areas will consist of shrubs, shade trees, natural matured trees, or a combination of the aforementioned.
- 6-foot-wide walking trails with metal benches circling the single-family attached lots and north side of the development. The walking trail on the north side of the development will incorporate, where feasible, the use of existing mature trees and will be under brushed. The walking trail will run through Lots 1001 and 1003.
- A small retention pond with an aeration fountain will be located in Lot 1001.
- Maintain existing natural drain as nature area (as much as possible). The existing natural drain is located on the north side of the property.
- A 50' vegetative buffer will be provided on the south side of the development located off the Flournoy Lucas ROW.

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**PRELIMINARY SITE PLAN CONSIDERATION:**

The plan submitted with this application shows the planned layout, with the proposed public amenities, and the proposed housing styles. The only entrance to the subdivision will be from Stevens Road. The proposed single-family attached homes are shown as lots 1-26, and the remaining lots are single-family detached homes or the subdivision's common lots. As indicated by the applicant's ordinance relief request, the single-family attached lots are smaller and narrower than the minimum R-1-7 lot dimensional standards of 7,000 sq. ft. in area and 60 feet wide. Lots 1-26 average 4,614 sq. ft. with the smallest being 3,907 sq. ft. and the largest being 5,776 sq. ft. These lot widths range from 34.88-40 feet, with 92% of them being 35-37.7 feet wide – this is wider than a standard townhouse lot, which is what the proposed structures represent. The subdivision's remaining single-family detached lots average 12, 616 sq ft. in area, ranging from 8,078-26,466 sq ft. The largest lots are cul-de-sac lots that contain the 50'-wide vegetation buffer between the residences and Flournoy Lucas Road. The overall average lot size is 9,441 sq. ft., which larger than the standard R-1-7 base zoning lot size. Thus, despite approximately 1/3 of the development being townhouse-style attached homes, the overall development has less residential density than a typical R-1-7 subdivision. Since the higher density, single-family attached home area is located away from the existing adjacent R-1-7 neighborhood, and the entrance to the subdivision is via Stevens Road, the development should have minimal to no impact on the existing neighborhood.

The proposed site plan has been reviewed by City Engineering, Public Works, Water & Sewerage, and Fire Prevention. Fire Prevention notes that the 15'-wide entrance to the north of the median is too narrow for emergency vehicles and must be widened to a minimum of 20 feet. If the PUD is approved, this would be noted as a stipulation and a revised site plan showing the change would

The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

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## P.U.D. STAFF REPORT – CITY OF SHREVEPORT

need to be submitted to the MPC Executive Director for approval. The site plan also shows a 695'-long street ending in a cul-de-sac which, per UDC Section 12.1.B.3.b requires City Engineer approval because it is longer than 600 feet. In evaluating this case, the City Engineer stated that any potential cul-de-sac issues would be related to MPC requirements, rather than Engineering requirements, and will concur with MPC recommendations in this regard. MPC Staff has no concerns about the longer cul-de-sac and recommends approval.

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**STAFF ASSESSMENT:**

**Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that the MPC Board has grounds to recommend approval of Single-Family Residential Planned Unit Development (R-1-7(PUD)) zoning designation with the following stipulation:**

1. **A revised plan showing the entrance to the north of the median widened to a minimum of 20 feet must be submitted to the Executive Director for review and approval prior to obtaining permits.**

**Alternately, based on of information provided at the public hearing the MPC may:**

a. Recommend approval of the R-1-7(PUD) designation with additional public amenities.
b. Deny the requested R-1-7(PUD) designation.

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**PUBLIC ASSESSMENT:** **One person spoke in support. There were no opposition.**

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**MPC BOARD RECOMMENDATION:** **The Board voted 5-0 to recommend approval with stipulation.**

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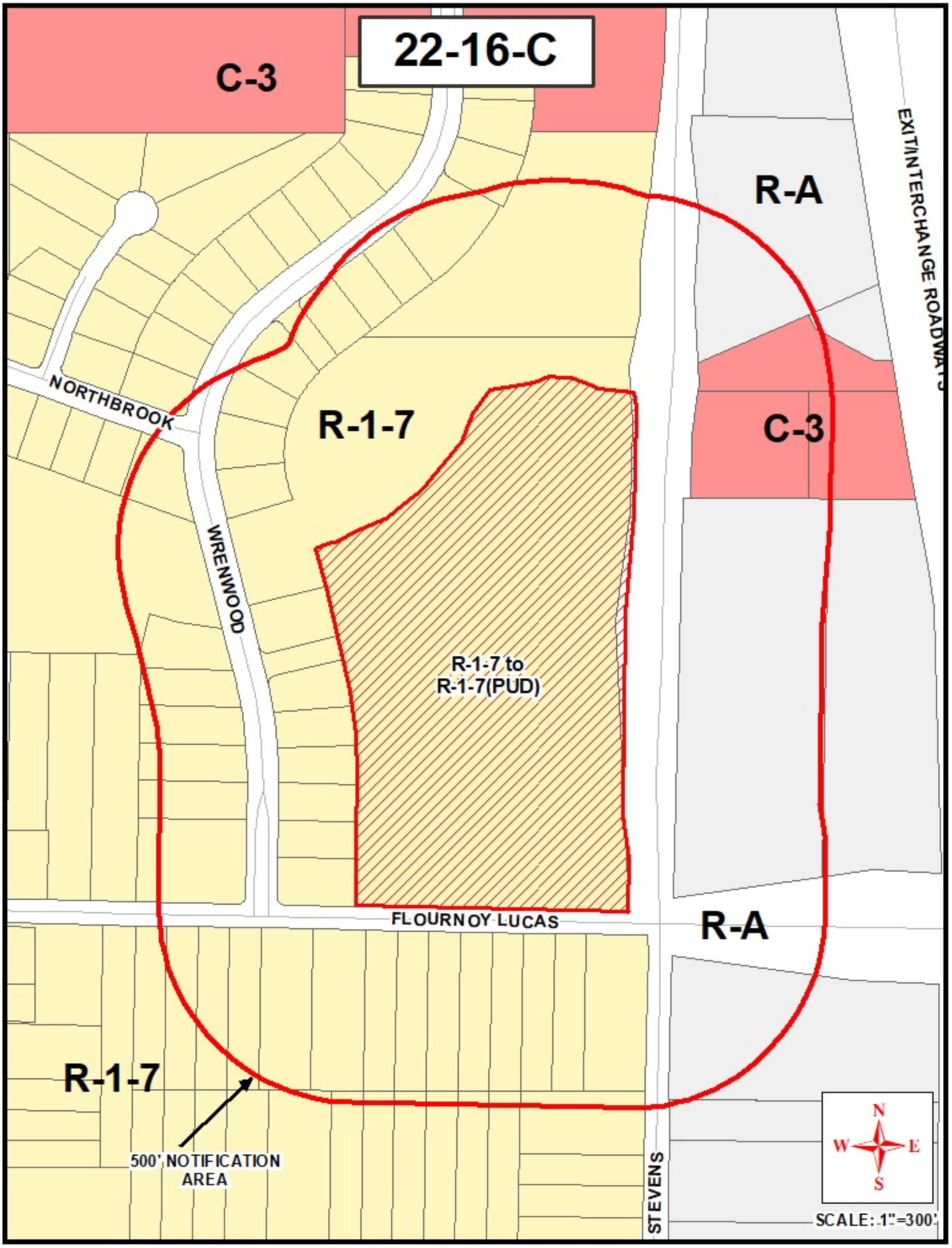
The information stated herein is the result of discussion by a staff review team. The Planning Commission and its Members will use all information made available to them in making their decision. A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.


22-16-C
C-3
R-A
EXIT/INTERCHANGE ROADWAYS
NORTHBROOK
R-1-7
C-3
WRENWOOD
R-1-7 to
R-1-7(PUD)
FLOURNOY LUCAS
R-A
R-1-7
500' NOTIFICATION
AREA
STEVENS
N
W
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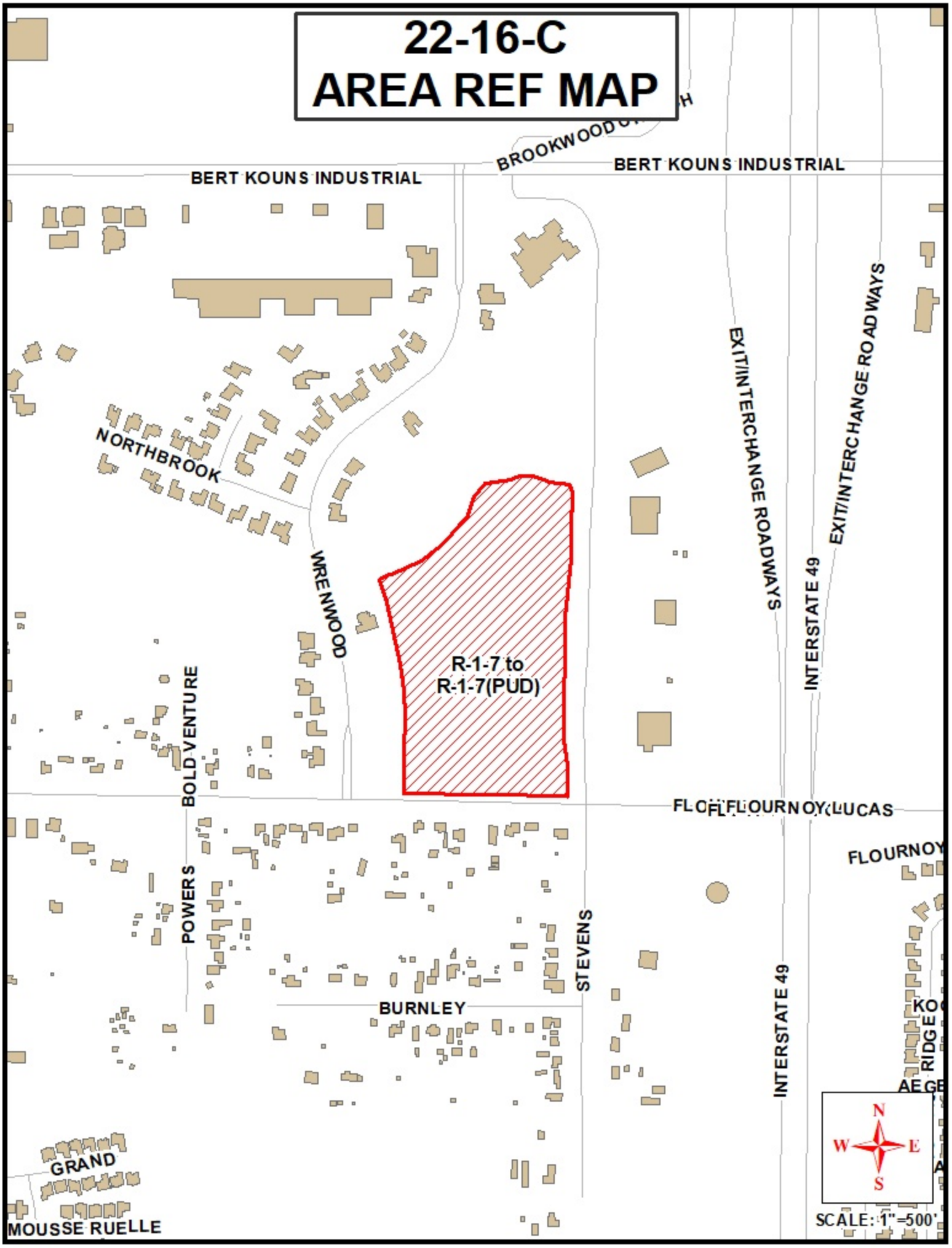
SCALE: 1"=300'


22-16-C
AREA REF MAP
BERT KOUNS INDUSTRIAL
BERT KOUNS INDUSTRIAL
BROOKWOOD
NORTHBROOK
WRENWOOD
EXIT/INTERCHANGE ROADWAYS
INTERSTATE 49
EXIT/INTERCHANGE ROADWAYS
R-1-7 to
R-1-7(PUD)
BOLD VENTURE
FLOURNOY LUCAS
FLOURNOY
POWERS
STEVENS
BURNLEY
INTERSTATE 49
RIDGE
GRAND
MOUSSE RUELLE
N
W
E
S
SCALE: 1"=500'

# Mohr and Associates, Inc.

*Consulting Civil Engineers & Land Surveyors*

1324 N. Hearne Avenue - Suite 301 • Shreveport, LA 71107-6529
Phone (318) 686-7190 • FAX (318) 402-4400


January 24, 2022

Shreveport-Caddo MPC
PO Box 31109
Shreveport, LA 71130

Re: PUD Application for Stevens Landing Subdivision and Townhouse Development

Dear Commissioners:

The developer of the referenced project, WWDCO, LLC, has applied for a R-1-7(PUD) rezoning on a 20-plus acre tract at the northwest corner of Flournoy-Lucas Road and Stevens Road. The existing tract is zoned R-1-7 and was initially part of the Wrenwood Subdivision Residential Development. The Developer is requesting the PUD designation to include 26 single family attached units along with the 38 traditional lots for single-family, detached homes.

The new development will not be part of the Wrenwood Subdivision; none of the new streets will connect to the existing Wrenwood street system.

The streets in the development will be public; the townhouse portion of the project will have private parking lots on common lots to be maintained as a portion of the townhouse development.

To allow for the townhouses in the R-1-7 district, some ordinance relief is requested in exchange for a number of amenities to be provided in the project.

A summary of the amenities provided and the requested ordinance relief is as follows:

List of Requested Ordinance Relief

1. Request to allow single-family attached dwellings in a R-1-7 zone.
2. Relief from the 7,000 sq. ft lot area to allow for a 3,900 sq. ft minimum lot size for the single family attached unit lots.
3. Relief from the 20-foot front yard setback to allow for a 15-foot front yard setback for the single family attached unit lots.
4. Relief from the 60-foot minimum lot width to allow a 35-foot minimum lot width for the single family attached unit lots.

**Note: All ordinance relief is for the Single Family Attached Lots. No relief is requested for the traditional single family detached lot type.**

List of Amenities

1. Garden areas along the proposed public street located inside of common Lots 1001-1004, near the main entrance of the subdivision, and near paved entrances for the single family attached unit lots. There will also be garden areas in the drainage easement of Lot 1003 and around the retention pond in Lot 1001. There will be a total of 12 garden areas. The garden areas will consist of shrubs, shade trees, natural matured trees, or a combination of the aforementioned.
2. 6-foot-wide walking trails with metal benches circling the single family attached lots and north side of the development. The walking trail on the north side of the development will incorporate, where feasible, the use of existing mature trees and will be under brushed. The walking trail will run through Lots 1001 and 1003.
3. Small retention pond with an aeration fountain will be located in Lot 1001.
4. Maintain existing natural drain as nature area (as much as possible). The existing natural drain is located on the north side of the property.
5. A 50' vegetative buffer will be provided on the south side of the development located off the Flournoy Lucas ROW.

We believe this to be a great project will fill a big need in this part of Shreveport.



J. Andrew Craig
Applicant
On Behalf of WWDCO, LLC




NOTE: BFE VARIES FROM 176.50 TO 173.50

NOTE: ALL ADJACENT ZONING IS R-1-7.

| NO. | REVISIONS | DATE |
|---|---|---|
| | | |


Mohr and Associates, Inc.
*Consulting Civil Engineers & Land Surveyors*
1324 N. Hearne Ave., Ste 301 Phone : (318) 686-7190
Shreveport, Louisiana 71107 Fax : (318) 402-4400


STEVENS LANDING SUBDIVISION
STEVENS ROAD
SHREVEPORT, LA

LOT LAYOUT W/TOWNHOMES-30'x70' (DUPLEX)

Date JANUARY 2022
Scale 1"=50'
Drawn B. ANDERSON
Job
Sheet 1 of 1 Sheets

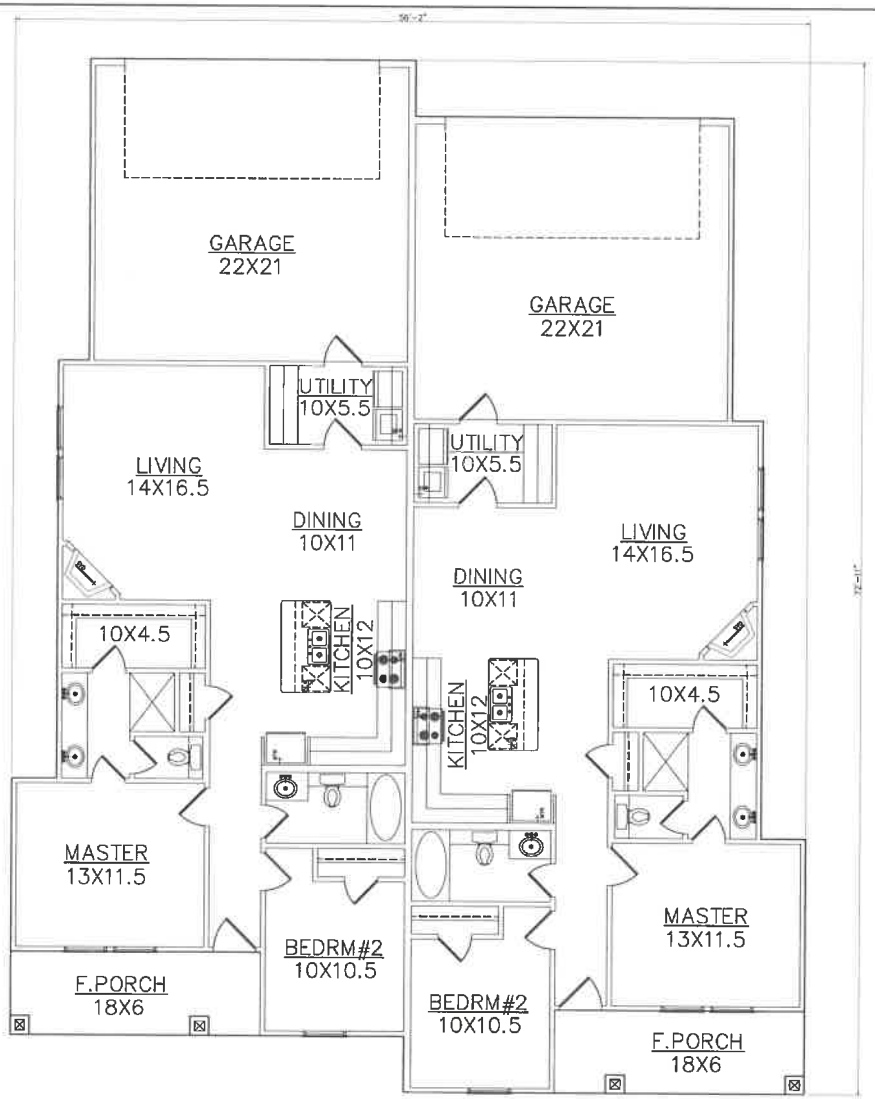
1/24/2022 11:39:20 AM A:\SUBDIVISIONS\WRENWOOD PARK\2021 MASTER PLAN\WRENWOOD SOUTHEAST 2021 MPC SITE PLAN.DWG

| Lots | |
|---|---|
| Lot # | Area |
| 1 | 4200 |
| 2 | 4500 |
| 3 | 4500 |
| 4 | 4200 |
| 5 | 4190 |
| 6 | 4221 |
| 7 | 4515 |
| 8 | 4461 |
| 9 | 4277 |
| 10 | 4202 |
| 11 | 4210 |
| 12 | 4216 |
| 13 | 4209 |
| 14 | 4517 |
| 15 | 4422 |
| 16 | 3907 |
| 17 | 5776 |
| 18 | 5693 |
| 20 | 4505 |
| 21 | 5695 |

| Lots | |
|---|---|
| Lot # | Area |
| 22 | 4884 |
| 23 | 4690 |
| 24 | 5097 |
| 25 | 5171 |
| 26 | 4894 |
| 27 | 11385 |
| 28 | 8078 |
| 29 | 8134 |
| 30 | 8514 |
| 31 | 9315 |
| 32 | 11046 |
| 33 | 12380 |
| 34 | 9631 |
| 35 | 9888 |
| 36 | 9978 |
| 37 | 19757 |
| 38 | 22685 |
| 39 | 24218 |
| 40 | 14950 |
| 41 | 9405 |

| Lots | |
|---|---|
| Lot # | Area |
| 42 | 9558 |
| 43 | 11009 |
| 44 | 15717 |
| 45 | 13315 |
| 46 | 11417 |
| 47 | 10067 |
| 48 | 9805 |
| 49 | 11310 |
| 50 | 10242 |
| 51 | 10680 |
| 52 | 11092 |
| 53 | 12188 |
| 54 | 21953 |
| 55 | 26466 |
| 56 | 25094 |
| 57 | 11155 |
| 58 | 8955 |
| 59 | 9800 |
| 60 | 9977 |
| 61 | 9677 |

| Lots | |
|---|---|
| Lot # | Area |
| 62 | 9651 |
| 63 | 9432 |
| 64 | 11497 |
| 1001 | 44580 |
| 1002 | 7295 |
| 1003 | 125819 |
| 1004 | 1710 |




FIRST FLOOR PLAN

0 5 10 25

| SQUARE FOOTAGE | |
|---|---|
| HEATED | 1,138 |
| FRONT PORCH | 104 |
| GARAGE | 486 |
| TOTAL SQ. FT. | 1,728 |

56'-2" WIDTH X 72'-11" LENGTH



CONCEPT RENDERING

(NOT TO SCALE)

RAPID HOME DESIGNS
318.502.3440

To the best of my knowledge these plans were and are original designs and thoughts of the homeowner or contractor, and are the copyright of that particular individual. This company shall not be held responsible for any copyright infringement. Furthermore, these plans are drawn to comply with owner's and or builder's specifications and any changes made to them after prints are made will be done at the owner's and or builder's expense. The contractor(s) shall verify all dimensions of enclosed drawings. Rapid Home Designs LLC, is not liable for errors once construction has begun. While ever effort has been made in preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor(s) of this job must check all dimensions and other details prior to construction and be solely responsible thereafter.

# WRENWOOD TOWNHOUSE OPTION 1

SHEET 1

A1

OF X

11/12/21

R21-XXXX




FIRST FLOOR PLAN



CONCEPT RENDERING

(NOT TO SCALE)

| SQUARE FOOTAGE | |
|---|---|
| HEATED | 1,002 |
| FRONT PORCH | 40 |
| GARAGE | 490 |
| TOTAL SQ. FT: | 1,502 |

57'-2" WIDTH X 65'-10" LENGTH

RAPID HOME
DESIGNS
318.562.3440

To the best of my knowledge these plans were and are original designs and thoughts of the homeowner or contractor, and are the copyright of that particular individual. This company shall not be held responsible for any copyright infringement Furthermore, these plans are drawn to comply with owner's and or builder's specifications and any changes made to them after prints are made will be done at the owner's and or builder's expense. The contractor(s) shall verify all dimensions of enclosed drawings. Rapid Home Designs LLC, is not liable for errors once construction has begun. While ever effort has been made in preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor(s) of this job must check all dimensions and other details prior to construction and be solely responsible thereafter.

# WRENWOOD TOWNHOUSE OPTION 2

SHEET 1

A1

OF X

11/12/21

R21-XXXX



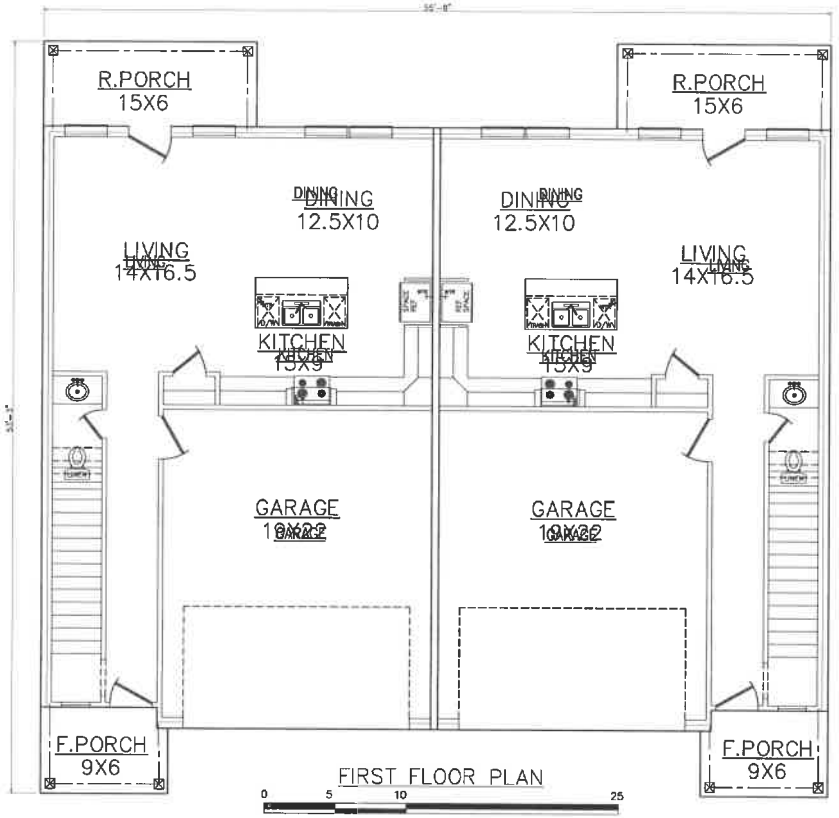
CONCEPT RENDERING
(NOT TO SCALE)



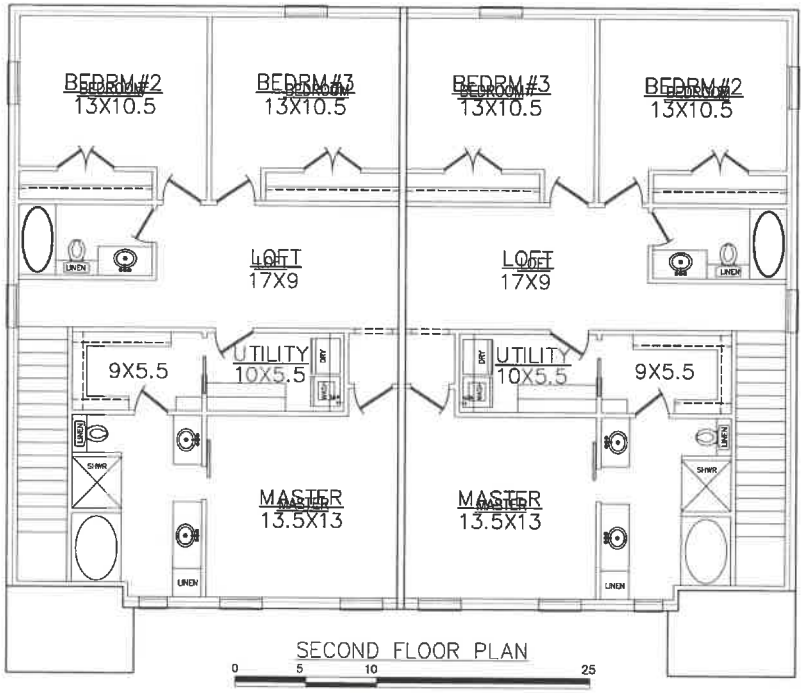
CONCEPT RENDERING
(NOT TO SCALE)

| SQUARE FOOTAGE | |
|---|---|
| 1ST FLR HTD | 742 |
| 2ND FLR HTD | 1,101 |
| TOTAL HEATED: | 1,843 |
| PORCH | 53 |
| REAR PORCH | 90 |
| GARAGE | 438 |
| TOTAL SQ FT: | 2,424 |

55'-8" WIDTH X 53'-3" LENGTH




FIRST FLOOR PLAN



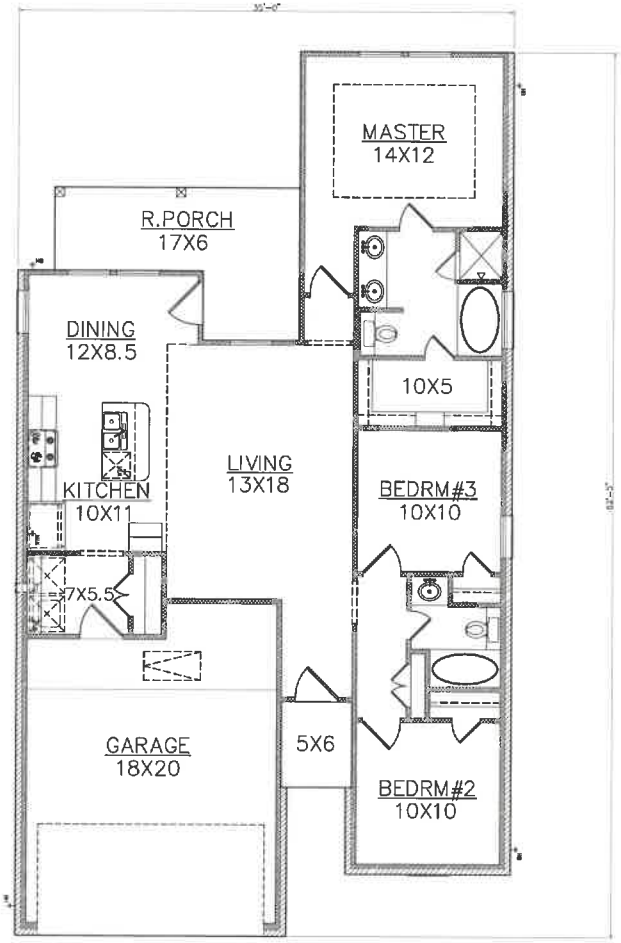

SECOND FLOOR PLAN

RAPID HOME DESIGNS
318.560.3440

To the best of my knowledge, these plans were not per original designs and thoughts of the home owner(s) and/or builder. If any copyright infringement is found, this company shall not be held responsible for any copyright infringement. Furthermore, these plans are drawn to comply with owner's and or builder's specifications and any changes made to them after prints are made will be done at the owner's and or builder's expense. The contractor(s) and or owner(s) shall check and verify all dimensions, floor layouts and all other aspects of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor(s) of this job must check all dimensions and other details prior to construction and be solely responsible therefore.

# WRENWOOD TOWNHOUSE OPTION 3

SHEET 1
A1
OF X
11/12/21
R21-XXXX




FIRST FLOOR PLAN

0 5 10 25

| SQUARE FOOTAGE | |
|---|---|
| HEATED | 1,300 |
| FRONT PORCH | 30 |
| REAR PORCH | 134 |
| GARAGE | 415 |
| TOTAL SQ. FT: | 1,879 |

35'-0 WIDTH X 62'-5" LENGTH



CONCEPT RENDERING

(NOT TO SCALE)

RAPID HOME DESIGNS
318.562.3440

To the best of my knowledge these plans were and are original designs and thoughts of the homeowner or contractor, and are the copyright of the particular individual. This company shall not be held responsible for any copyright infringement. Furthermore, these plans are drawn to comply with owner's and or builder's specifications and any changes made to them after prints are made will be done at the owner's and or builder's expense. The contractor(s) shall verify all dimensions of enclosed drawings. Rapid Home Designs LLC, is not liable for errors once construction has begun. While ever effort has been made in preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor(s) of this job must check all dimensions and other details prior to construction and be solely responsible thereafter.

WRENWOOD HOUSE OPTION 1

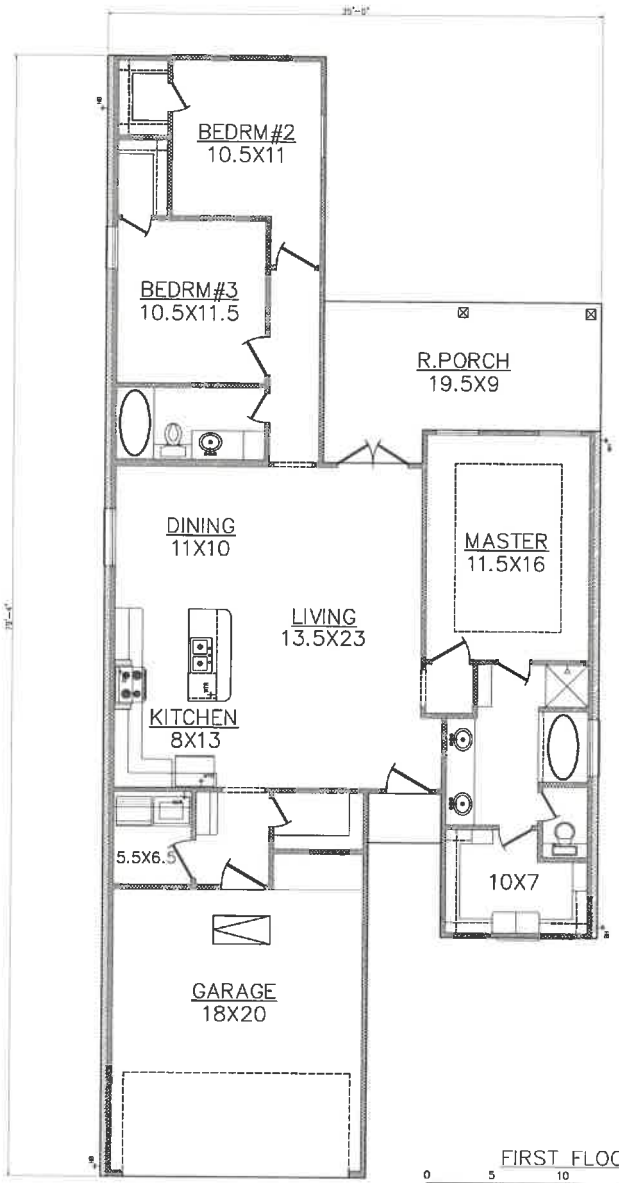
SHEET 1

A1

OF X

11/12/21

R21-XXXX




FIRST FLOOR PLAN

0 5 10 25

| SQUARE FOOTAGE | |
|---|---|
| TOTAL LIVING | 1,512 |
| FRONT PORCH | 18 |
| REAR PORCH | 193 |
| GARAGE & STORAGE | 402 |
| TOTAL SQ. FT: | 2,125 |

35'-0 WIDTH X 79'-4" LENGTH



CONCEPT RENDERING

(NOT TO SCALE)

RAPID HOME DESIGNS
318.562.3440

To the best of my knowledge these plans were and are original designs and thoughts of the homeowner or contractor, and are the copyright of that particular individual. This company shall not be held responsible for any copyright infringement. Furthermore, these plans are drawn to comply with owner's and or builder's specifications and any changes made to them after prints are made will be done at the owner's and or builder's expense. The contractor(s) shall verify all dimensions of enclosed drawings. Rapid Home Designs L.L.C. is not liable for errors once construction has begun. While ever effort has been made in preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor(s) of this job must check all dimensions and other details prior to construction and be solely responsible thereafter.

WRENWOOD HOUSE OPTION 2

SHEET 1

A1

OF X

11/12/21

R21-XXXX

PROPOSED
ZONING
EXCEPTION
OR VARIANCE
CALL
673-6480
ZONING
BOARD OF APPEALS

03/22/2022


Now Enrolling!
SBT Preschool
03/22/2022


03/22/2022


03/22/2022

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

**Office of the MPC**
505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6440 | fax 318-673-6112

# Neighborhood Participation Plan Report

***This template is for informational purposes only, and should be used as a guide—and modified accordingly—to meet the specifics for your meeting. Items 1-11, along with a notary signature and stamp, are required for submittal.***

1. **Project Name:** Steven's Landing (Case #22-16-C)
2. **Contact Name:** Andrew Caig, PE, PLS; Rob Rollins, PE
3. **Meeting Date:** Thursday, February 3, 2022
4. **Meeting Location:** Shreveport Baptist Temple, 288 Flournoy Lucas Road
5. **Meeting Start Time:** 6:05 PM
6. **Meeting End Time:** 7:00 PM
7. **Number of People in Attendance:** 24
8. **Date of Filing of Land Use Application:** November 17, 2021
9. **General Introduction:** See report attached
   *Please include information about who you reached out to for the meeting, communication outreach methods (letters, Facebook, emails, etc), what you were proposing at the time of the neighborhood meeting, the meeting format (PowerPoint, Q&A, Display Boards, etc), and who attended the meeting on behalf of the applicant (architect, engineer, attorney, developer, property owner, etc). Additional information that you feel is important to include is welcomed.*

10. **Summary of Concerns and Issues Raised at the Meeting:** See report attached
    *Please list and respond to each one individually; include as many items that were discussed.*

    a) **List question/concern/comment/request for changes to the proposed plans.**
    **Applicant Response:** See report attached

    b) **List question/concern/comment/request for changes to the proposed plans.**
    **Applicant Response:** See report attached

11. **Additional Items Required for Report Submittal:**
    - Copy of address list for mailing — MPC Provided
    - Meeting sign-in sheet
    - Meeting minutes
    - Copy of any Site Plan and/or Renderings that was presented at the Neighborhood Meeting

12. **Deadline:**
    - If your land use application ***requires*** a Public Hearing before the MPC Board, then your Neighborhood Participation Report must be submitted a minimum of 2-weeks prior to the Public Hearing.
    - If your land use application ***does not require*** a Public Hearing, no decision on your land use application will be made until a Neighborhood Participation Plan Report has been submitted to your Case Manager.

I, the undersigned, as the applicant or an authorized representative of the applicant do solemnly swear and attest that the information provided is true and accurate. I have included a complete record of the neighborhood meeting, as well as an honest response regarding the intentions for development.

Robert L. Rollins — 02/14/2022

Signature of Applicant or Authorized Representative — Date

Robert L. Rollins, PE

Type or Print Name of Applicant (or Authorized Representative)

# NPP Sign In Sheet

**Project Name/Location:** Application for Steven's Landing **Date:** 2/3/2022

**Meeting Location:** CUBC # 22-16-C **Time:** 6 pm CST

| Name | Organization | Address | Email Address | Phone Number |
|---|---|---|---|---|
| Rachael Nipper | | Wrenwood Subdivision | | |
| rachaelnipper@gmail.com | | | | |
| Zane Nipper | | Wrenwood Subdivision | | |
| znip32@gmail.com | | | | |
| JIMMY | BARNHILL | 9432 Wrenwood | | |
| Beau [illegible] | | 310 Northbrook Dr | | |
| Mark/Tyree Mathews | Home owner | wrenwood | | |
| | | | | |
| David Williamson | Williamson & Associates | 10003 Stonehaven Shreveport | dwilliamson.wa@gmail.com | 465-8831 |
| Bobby and Debra Williams | | 9427 Wrenwood Blvd | ~~[illegible]~~ rww513@bellsouth.net | |
| Tom & Susan Carsadden | Wrenwood | 9464 Wrenwood | tsjzicar@comcast.net | |
| Shane + Kristi Carr | Wrenwood | 301 Northbrook Dr. | rsckmc@gmail.com | |
| Carty [illegible] | Wrenwood | 345 Northbrook Dr. | | 347-6141 |
| Melvin Randolph | | 8220 Burning Tree 71108 | | |
| Florence [illegible] | Home owner | | | |
| Rance Jackson | Home Owner | 2105 Chase Oaks | | |
| Stephanie Myles | Home owner | 9804 S. Chase Cir | sbmyles401@gmail.com | 318-469-9922 |
| [illegible] | Wrenwood | | | |
| Robert Rollins | Mohr + Assoc., Inc | 7140 N. Hearne Ave Suite 301 Sport, LA 71107 | rrollins@mohrandassoc.com | 318-686-7140 EXT 106 |

# Neighborhood Participation Plan Report

***General Introduction:***

The meeting invitation was mailed out by the MPC staff in January 2022. The developers, Chris Walls and Johnny Wimberley, attended this meeting to answer any questions the surrounding community had regarding the development. The meeting was held in a town hall format where the developers introduced the project, via a power point, followed by a question-and-answer session with the community. The questions were conducted by the developers. It is also noted that there was no organized opposition to this development.

***Summary of Questions and Concerns Asked at the Meeting***

Below is a list (in no specific order) of questions and concerns mentioned by the community.

- What will be the minimum home size?
  - The developer responded 1,700 to 2,500 SQ.FT.
- What size will the town homes be?
  - The developers' response was 1,400 to 1,700 SQ.FT.
- Will there be anything built next to the creek?
  - The developers' response was not directly next to the creek, to the south of the creek.
- Who is going to own the town homes?
  - The developer explained they would sell the town homes to individuals to buy.
- Will the town homes be rentals?
  - The developer explained that the town homes are not intended to be sold as rentals but after the homes are sold, they have no control over what the owner does with the town home.
- Will there be covenants and could you put that no rentals are allowed in the covenants?
  - The developers acknowledged that there will be covenants but they did not commit to adding no rentals in the covenants due to the uncertainty of future prospective buyers.
- Will there be a gated entrance?
  - The response was no.
- Will the existing tress be saved?
  - The developers explained there will be a lot of dirt work needed for this development and that most of the trees will be removed.
- There was concern regarding flooding due to the excess stormwater runoff created by the subdivision.
  - Andy Craig with Mohr and Associates, Inc. explained the city requires stormwater detention and the additional runoff from the development will be detained in a detention pond.

- What will happen to the current value of homes in the Wrenwood Subdivision?
    - The developer's relator was in attendance and mentioned based on his personal experience there should be no devalue to the homes in the Wrenwood Subdivision and the value of the homes in this subdivision should increase due to this development.
- What makes this property attractive to the developers for this type of residential development?
    - The developer mentioned the location and access to I-49.
- Is the zoning change for the townhomes?
    - The developers' response was yes.
- Would they consider doing the development without the town homes and replace those with residential lots?
    - The developer response was no because the economics will not work in their favor.
- Will the developer consider larger homes if there is a market for them?
    - The developer said they would build larger homes if the market dictated an increase in home size.
- Will there be fencing?
    - The developer answered as the homes are being built privacy fencing will go up.

***Meeting Minutes***

**Project Name:** Steven's Landing
**Location:** Shreveport Baptist Temple
**Date:** Thursday, February 3, 2022
**Time:** Meeting was conducted from 6:05 PM to 7:00 PM (6:00 PM posted meeting time)
**Attendees:** Johnny Wimberly, Chris Walls, and Andy Craig (see attached sign in sheet)

***Start of Meeting 6:05PM***
The pastor of Shreveport Baptist Temple greeted everyone, thanked them for coming, and then led a prayer. One of the developers, Chris Walls, shows a power point. The power point included the subdivision layout and a few spec homes will be built.

***6:07PM***
The town hall style questions-and-answer portion of the meeting began.

***7:00PM***
The developers' thanks everyone for coming and the meeting is concluded.




NOTE: BFE VARIES FROM 176.50 TO 173.50

NOTE: ALL ADJACENT ZONING IS R-1-7.

Mohr and Associates, Inc.
Consulting Civil Engineers & Land Surveyors
1324 N. Hearne Ave., Ste 301 Shreveport, Louisiana 71107
Phone : (318) 686-7190
Fax : (318) 402-4400

STEVENS LANDING SUBDIVISION
STEVENS ROAD
SHREVEPORT, LA

LOT LAYOUT W/TOWNHOMES-30'x70' (DUPLEX)

Date JANUARY 2022
Scale 1"=50'
Drawn B. ANDERSON
Job
Sheet 1 of 1 Sheets

Neighborhood Participation Plan Meeting Invitation
Proposed Stevens Landing Development
February 3, 2022

WWDCO, LLC is in the process of purchasing property at the northwest corner of Stevens Road and Flournoy-Lucas Road for the purpose of developing this 21+/- acre tract into typical single-family lots on the majority of the property and duplex townhouse units on a portion of it. It should be noted that this WILL NOT be a part of the adjacent Wrenwood Subdivision.

By the current building-use definition in the Shreveport Uniform Development Code (UDC), the proposed development would be classified as R-1-7(PUD). The current zoning classification for the site is R-1-7. A change to a PUD Zoning District is being requested as required for this proposed use.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what is proposed and present questions or concerns. Our application has to be heard by the Shreveport-Caddo Metropolitan Planning Commission, and we are required to do this before our application is deemed complete.

The meeting will take place:

Thursday, February 3, 2022 at 6:00 PM
The Shreveport Baptist Temple
288 Flournoy-Luca Road
Shreveport, LA 71106

At the meeting I'll provide a sign-in sheet to obtain email addresses so I can keep you updated if there are any changes to the project.

If you cannot attend the meeting and would like to receive info from the meeting, please contact us at the address below. I hope to see you at the meeting on February 3, 2022..

Sincerely,

Andrew Craig, PE, PLS
Mohr and Associates, Inc.
1324 North Hearne Avenue – Suite 301
Shreveport, LA 71107-6529
(318)686-7190
email: acraig@mohrandassoc.com

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

**Land Development**
505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

# UDC DEVELOPMENT APPLICATION

*Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.*

**DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY**

Date:_____ Planner:_____ Case No: _____ Application Fee: _____

## 1. PROPERTY INFORMATION

| | |
|---|---|
| ***Project Name:*** Stevens Landing | ***Associated Case:*** PAC Case #403 |
| ***Project Address/Location:*** Northwest corner Stevens Road @ Flournoy-Lucas Road | |

| | | |
|---|---|---|
| ***Current Zoning District:*** R-1-7 | ***Proposed Zoning District (if applicable):*** R-1-7 (PUD) | ***Parcel Number(s):*** 161412-000-0194-00 |

## 2. CASE TYPE

- ☐ Zoning Map Amendment (Rezoning)
- ☐ Special Use Permit
- ☐ Preliminary & Final Plat (7 or more lots)
- ☐ Final Plat (Less than 7 lots)
- ☐ Re-Plat
- ☒ Planned Unit Development (PUD) Zoning Map Amendment and Preliminary Site Plan
- ☐ PUD Site Plan (Administrative)
- ☐ Small Planned Unit Development (SPUD) Zoning Map Amendment and Site Plan
- ☐ Public Right-of-Way Closure and Abandonment
- ☐ Site Plan Approval
- ☐ Site Plan Revision
- ☐ Site Plan Modification
- ☐ Other:_____

## 3. PARCEL DESCRIPTION

*(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)*

20.886 acres located in the E/2 of the NW/4 of Section 12, T16N-R14W, Shreveport, Caddo Parish, Louisiana.
See attached for full legal description.

## 4. GENERAL LOCATION OF PROPERTY

*(street address and/or frontage, and distance to cross street)*

Northwest corner Stevens Road @ Flournoy-Lucas Road

## 5. PROPOSED USE OF THE PROPERTY

☒ Single-Family Residential ☐ Multi-Family Residential ☐ Mixed-Use ☐ Townhouse Residential ☐ Duplex Residential ☐ Commercial ☐ Industrial

***Provide a brief explanation, attach additional sheets, if necessary***

Single-family residential subdivision with townhouse component

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

**Land Development**
505 Travis Street | Suite 440 | Shreveport , LA | 71101
318-673-6480 | fax 318-673-6461

# UDC DEVELOPMENT APPLICATION

| 6. ZONING INFORMATION | | 7. BUILDING INFORMATION | |
|---|---|---|---|
| *Current Zoning District(s):* R-1-7 | *Proposed Zoning District(s):* R-1-7(PUD) | *Proposed Building Use(s):* | Single-family homes & townhomes |
| *If more than one district, provide the acreage of each:* | | *Existing Building(s) sq. ft. gross:* | n/a |
| *Special Purpose Overlay District (if applicable):* | | *Proposed Building(s) sq. ft. gross:* | tbd |
| *Total Site Acres:* 20.88 | | *Total sq. ft. gross (existing & proposed):* | tbd |
| *Off-Street Parking Required:* n/a | | *Proposed height of building(s):* tbd | *Number of stories:* |
| *Off-Street Parking Provided:* n/a | | *Ceiling height of First Floor:* tbd | |

| 8. DIMENSIONAL STANDARDS | |
|---|---|
| *Lot Area (square footage):* 779,561 | *Lot Coverage (Total Area in square feet):* 909,570 |
| *Lot Coverage Percentage of Total Lot Area:* 0.857 | |

| 9. STORMWATER INFORMATION | | | |
|---|---|---|---|
| *Existing Impervious Surface:* | *acres/square feet* | *Hazard Flood Area* | ☒ *Yes* ☐ *No* |
| *Proposed Impervious Surface:* tbd | *acres/square feet* | *Red River* | ☐ *Yes* ☒ *No* |
| *Cross Lake Watershed* | ☐ *Yes* ☒ *No* | *Wetlands* | ☐ *Yes* ☒ *No* |

City of Shreveport | Caddo Parish
MetropolitanPlanningCommission

**Land Development**
505 Travis Street | Suite 440 | Shreveport, LA | 71101
318-673-6480 | fax 318-673-6461

# UDC DEVELOPMENT APPLICATION

## I. CONTACT INFORMATION

**IMPORTANT NOTE ABOUT PROJECT CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

**NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:** _ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

**APPLICANT CONTACT INFORMATION:** Check if Primary Contact ☐
Name: Same as Engineer Contact listed below Company:
E-mail: Phone: Fax:
Address: City: State: Zip:

**ARCHITECT CONTACT INFORMATION:** Check if Primary Contact ☐
Name: Company:
E-mail: Phone: Fax:
Address: City: State: Zip:

**ENGINEER CONTACT INFORMATION:** Check if Primary Contact ☒
Name: J. Andrew Craig, PE, PLS Company: Mohr and Associates, Inc.
E-mail: acraig@mohrandassoc.com Phone: 686-7190 Fax: 402-4400
Address: 1324 North Hearne Avenue - Suite 301 City: Shreveport State: LA Zip: 71107

**CURRENT PROPERTY OWNER CONTACT INFORMATION:** Check if Primary Contact ☐
Name: Bobby E. Jelks, Authorized Representative Company: Wrenwood Development Company, LLC
E-mail: Phone: Fax:
Address: c/o Sale Commercial Properties; 900 Pierremont #115 City: Shreveport State: LA Zip: 71106
Designee Contact Name: Email Address: Phone Number:

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**
___ I will represent the application myself; OR X I hereby designate Mohr and Associates, Inc. *(name of project representative)* to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

**ACKNOWLEDGEMENT:**
I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Bobby E Jelks — **Property Owner Signature**
1-18-22 — **Date**
J. Andrew Craig — **Applicant Signature**
1-18-22 — **Date**

draft

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH**
**SUMMARY MINUTES OF THE PUBLIC HEARING**
**April 6, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, April 6, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met for lunch prior to the public hearing.

**Members Present**
Winzer Andrews
Gabriel Balderas
Rachel Jackson
Fred Moss, IV
Bill Robertson
Harold Sater

**Staff Present**
Alan Clarke, Executive Director
Adam Bailey, Community Planning & Design Mgr.
Shari Culbert, Executive Admin. Assistant
Manushka Desgage, City Attorney's Office
Lenetta English, Zoning Compliance Coordinator
Stephen Jean, Deputy Director
Walter Johnson, Planner 1
Reginald Jordan, Zoning Administrator
Emily Trant, Planner 1

**Members Absent**
Christian Elberson

Mr. Clarke addressed the agenda topic of drawing lots. Members that are in place by advice of the city attorney of the city of Shreveport. The process will be delayed until such as the city of Shreveport has recommended, the mayor has recommended, and the city council has confirmed the two remaining members for this board so that there will be a complete board.

Mr. Clarke stated that there also will not have any ratification motion for past events and documents. This will also occur once there is a complete MPC board.

Mr. Clarke explains that the board will be staggering terms from one year to six years in serving on the MPC board.

Nominations for election of the board chair was opened by Mr. Clarke. A motion was made by Mr. Robertson, seconded by Mr. Moss, that Mr. Andrews will serve out the remaining term of the year as the board chair. There were no oppositions and no additional nominations. Command of the meeting was turned over to Mr. Andrews.

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing.

The hearing was opened with prayer by **MS. JACKSON.** The Pledge of Allegiance was led by **MR. MOSS.**

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

**A motion was made by MR. ANDREWS, seconded by MR. ROBERTSON, to approve the ratification of past events and documents.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, MOSS, ROBERTSON, SATER, & Ms. JACKSON Nays: NONE. Absent : ELBERSON**



These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

**PUBLIC HEARING**

**CASE NO. 22-16-C PLANNED UNIT DEVELOPMENT & PRELIMINARY SITE PLAN**

| | |
|---|---|
| Applicant: | Mohr and Associates, Inc. |
| Owner | Wrenwood Development Company, LLC |
| Location: | Stevens Rd. & Flournoy Lucas Rd (NW corner of Stevens Rd. & Flournoy Lucas Rd.) |
| Existing Zoning: | R-1-7 |
| Request: | R-1-7 to R-1-7(PUD) |
| Proposed Use: | Single-family-Detached and -Attached subdivision |

**Representative &/or support:**
Rob Rollins, 1324 N. Hearne Ave. Suite 300 Shreveport, LA 71107

Mr. Rollins gave an overview of the proposed development, stating that the homes will be single-family townhome style development.

**Opposition:**
There was no opposition.

**A motion was made by JACKSON, seconded by MOSS, to recommend this application for approval.**

**The motion was adopted by the following 5-0 vote: Ayes: Messrs. ANDREWS, MOSS, ROBERTSON, SATER, & Mses. JACKSON Nays: NONE. Absent: ELBERSON**



These minutes are in condensed form and is intended to provide a record of all motions, votes and general topics of discussion. A video recording that provides a detailed record of all public comments is available for the entire proceeding. For more detailed information, please contact the MPC office at 673-6480.

**CC3825** **NOTICE TO THE PUBLIC** **Control #22070**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, April 6, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA,** for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 22-16-C:** STEVENS RD. & FLOURNOY LUCAS. Application by MOHR AND ASSOCIATES, INC. for approval to rezone property located on the northwest corner of Stevens Rd. & Flournoy Lucas Rd, from R-1-7 Single-Family Residential District to R-1-7 Single-Family Residential (PUD) Planned Unit Development District, being more particularly described as A TRACT OF LAND CONSISTING OF A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 14 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA,LYING WESTERLY OF AND ADJACENT TO STEVENS ROAD, ALSO LYING NORTH OF AND ADJACENT TO FLOURNOY LUCAS ROAD, AND ALSO LYING EASTERLY OF AND ADJACENT TO WRENWOOD PARK UNIT 7 AS RECORDED IN BOOK 4000, PAGE 179, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE DOTD MONUMENT AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF FLOURNOY LUCAS ROAD AND THE WEST RIGHT OF WAY LINE OF STEVENS ROAD, BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 88°57'4711 WEST A DISTANCE OF 728.91 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID FLOURNOY LUCAS ROAD TO A FOUND 1/2" IRON PIPE AT THE SOUTHEAST CORNER OF LOT 8, WREN WOOD PARK UNIT 7, AS RECORDED IN BOOK 4000, PAGE 179, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA; THENCE ALONG THE EAST BOUNDARY OF SAID WRENWOOD PARK UNIT 7 THE FOLLOWING THREE COURSES: NORTH 00°58'16" EAST A DISTANCE OF 300.40 FEET TO A FOUND 1/2" IRON PIPE AT THE EAST COMMON CORNER OF LOTS 4 AND 5, SAID WRENWOOD PARK UNIT 7; ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, (RADIUS= 1,328.87', CHORD BEARING= N06°58'22"W-361.88') A DISTANCE OF 363.01 FEET TO A SET 1/2" IRON PIPE ON THE EAST PROPERTY BOUNDARY OF LOT 1, SAID WRENWOOD PARK UNIT 7; NORTH 13°08'41" WEST A DISTANCE OF 156.60 FEET TO A SET 1/2" IRON PIPE AT THE NORTHEAST CORNER OF LOT 2, SAID WRENWOOD PARK UNIT 7; THENCE NORTH 21 °50'03" WEST A DISTANCE OF 101.12 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 73°21'57" EAST A DISTANCE OF 70.92 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 65°38'50" EAST A DISTANCE OF 135.32 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 53°30'06" EAST A DISTANCE OF 128.46 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 40°27'49" EAST A DISTANCE OF 169.37 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 22°27'28" EAST A DISTANCE OF 85.38 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 40°55'14" EAST A DISTANCE OF 61.84 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 80°17'42" EAST A DISTANCE OF 117.10 FEET TO A SET 1/2" IRON PIPE; THENCE NORTH 70°18'47" EAST A DISTANCE OF 39.57 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 88°32'15" EAST A DISTANCE OF 64.34 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 70°57'56" EAST A DISTANCE OF 79.33 FEET TO A SET 1/2" IRON PIPE; THENCE SOUTH 84"08'16" EAST A DISTANCE OF 88.65 FEET TO A SET 1/2" IRON PIPE ON THE WEST RIGHT OF WAY LINE OF STEVENS ROAD AS PER ORDER OF EXPROPRIATION RECORDED INSTRUMENT N0.1145712, CONVEYANCE RECORDS OF CADDO PARISH, LOUISIANA; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: SOUTH 12°47'1611 EAST A DISTANCE OF 33.62 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 01 °31'40" WEST A DISTANCE OF 242.92 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 04°30'4711 WEST A DISTANCE OF 277.19 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 00°57'3611 WEST A DISTANCE OF 500.31 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 05°59'26" EAST A DISTANCE OF 151.15 FEET TO A FOUND CONCRETE DOTD MONUMENT; SOUTH 01 °37'34" WEST A DISTANCE OF 120.16 FEET TO THE POINT OF BEGINNING. SAID TRACT HEREIN DESCRIBED CONTAINING 20.886 ACRES, MORE OR LESS., SECTION 12, T16N, R14W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director
Metropolitan Planning Commission
The Shreveport Times

**ORDINANCE AND RESOLUTION FACT SHEET** **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 26 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO THE ARCHITECTURAL AND ENGINEERING SELECTION PROCESS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.** | 05/06/2021 | The Office of the City Attorney<br>**SPONSOR OR COUNCILMEMBER**<br>COUNCILWOMAN LEVETTE FULLER |

## PURPOSE

This ordinance will amend and update the processes and procedures utilized by the architectural and engineering selection committee relative to the selection of firms to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services for City projects.

This Ordinance or Resolution will have direct impact on Council District: **ALL**

## BACKGROUND INFORMATION

The Architectural and Engineering (A&E) selection committee has deemed it desirable and necessary to amend certain provisions of the selection process for firms seeking to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services on City projects of maintenance, construction and other public works.

An A&E subcommittee was convened for the purposes of discussion and implementation of an updated selection process which will give the members of the selection committee greater opportunity to make selections objectively and provide for greater transparency. These changes will provide for more even dispersion of City contracts to local qualified firms through a more streamlined and detailed qualification based selection process.

## TIMETABLE

Introduction: **May 11, 2021**

Final Passage: **May 25, 2021**

## SPECIAL PROCEDURAL REQUIREMENTS

| FINANCES | SOURCE OF FUNDS |
|---|---|
| N/A | N/A |

## CONCLUSION

The council may:

1. Approve the Resolution if deemed appropriate.
2. Approve an amended version of the Resolution.
3. Reject the Resolution.

**FACT SHEET PREPARED BY:** Thea R. Scott, Deputy City Attorney

**ORDINANCE NO. _____ OF 2021**

**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 26 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO THE ARCHITECTURAL AND ENGINEERING SELECTION PROCESS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCIL MEMBER: LEVETTE FULLER**

**WHEREAS,** the City of Shreveport's Architectural and Engineering Selection Committee has deemed it desirable and necessary to amend certain provisions of the selection process for firms seeking to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services on City projects of maintenance, construction and other public works.

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that Chapter 26, Article VI, Division 3 is hereby amended and re-enacted to read as follows:

DIVISION 3. - ARCHITECTURAL AND ENGINEERING SERVICES

***

**Sec. 26-241. - Purpose.**

The purposes of this division are to assure that the city selects qualified firms to provide it with architectural, engineering, interior design, construction management, land surveying and landscape architectural services in an open and competitive manner and to provide that firms whose primary business address is in the Shreveport-Bossier metropolitan area are selected to provide these services when they are properly qualified and are experienced in the type of work needed by the city.

(Ord. No. 203, 1996, 3-11-97)

**Sec. 26-242. - Definitions.**

For the purposes of this division, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

*A/E selection committee* means the architectural and engineering selection committee created under the provisions of this division.

*Architect* means any person registered and licensed to practice architecture under the laws of the state of Louisiana.

*Architectural/engineering (A/E) professional service* means services that are required to be performed by a person or entity of is licensed, registered or certified to perform those services. These services are of an architectural, engineering, interior design, land surveying, construction management or landscape architectural

nature plus incidental services that members of these professions and their employees may logically or justifiably perform. A/E services shall include the following specific but nonexclusive list of services:

(1) Feasibility studies, project master plans, environmental impact studies or assessments, space studies, preparation of applications for funding, analyses of overhead, operations and maintenance expenses, the preparation of cash flow analyses, rate schedules and economic analyses and such other study and evaluation documents as may be needed for a project;

(2) Design services to provide drawings, plans, specifications and cost estimates for construction which may include program development, energy analysis, interior design and landscaping;

(3) Construction layout and staking services;

(4) Observation and inspection of project construction;

(5) Construction manager/advisor services, as defined herein;

(6) Special supplementary work items such as surveys, models, displays or presentations;

(7) Participation in structured independent review processes, including, but not limited to, cost estimating, project peer review, value engineering and constructability reviews.

*City* means the City of Shreveport, Louisiana, its departments and subdepartments and the city's agencies, boards and commissions.

*City's agencies, boards and commissions* means agencies, boards and commissions that are controlled by or dependent on the city's executive and legislative branches, as well as the metropolitan planning commission.

*Construction manager/advisor* means a design professional who assists, beyond ordinary project inspection and observation, in the management of construction projects for the city.

*Design professional* means any architect, engineer, interior designer, land surveyor, construction manager or landscape architect, as appropriate.

*Engineer* means any person registered and licensed to practice engineering under the laws of the state of Louisiana.

*Interior designer* means any person registered as an interior designer under the laws of the state of Louisiana or any unlicensed person who provides similar services.

*Land surveyor* means any person registered and licensed to conduct land surveying under the laws of the state of Louisiana.

*Landscape architect* means any person registered and licensed to practice landscape architecture under the laws of the state of Louisiana.

*Mayor* means the duly-elected mayor of the city or the mayor pro tem when vested with the powers of the office of the mayor.

*Project* means the description of work as described in the announcement published in the official journal as described in this division.

*User agency* means the city department, board, commission or authority or public utility undertaking a

specific project.

(Ord. No. 203, 1996, 3-11-97)

**Sec. 26-243. - Architectural and engineering (A/E) selection committee**

The competitive selection process for A/E professional services shall be conducted by an eleven (11) member A/E selection committee.

(a) Director-Members. There shall be five (5) members of the A/E selection committee as follows: The directors of public works, water and sewerage, airports, and the city engineer and the director of the Fair Share Program.

(b) Citizen-Members. The mayor shall appoint the following three (3) citizen members to the A/E selection committee subject to their confirmation by the city council:

(1) Business or Finance - One (1) citizen, who is not a city employee and who holds or has retired from executive or managerial positions in the business or financial community.

(2) Architect - One (1) architect who is not a city employee, who resides in Caddo Parish and who is recommended the Shreveport Chapter of the American Institute of Architects.

(3) Engineer - One (1) engineer who is not a city employee, who resides in Caddo Parish and who is recommended by the Shreveport Chapter of the American Society of Engineers or the Shreveport Chapter of the Louisiana Engineering Society.

(4) These citizen members may serve two (2) consecutive three-year terms from the confirmation of their appointment and until their respective successors are qualified, appointed and confirmed. No citizen appointee shall serve a third consecutive term.

(5) The citizen appointees including the architect and the engineer, and their employing firms, if appropriate, shall not be eligible to compete for city A/E contracts or be employed by or be a subcontractor to an A/E firm awarded a contract through the A/E selection process (1) while serving on the A/E selection committee; and (2) for six months after their term of service has ended, and for any additional period of time required by applicable law, including the Louisiana Code of Governmental Ethics.

(c) City Council-Members. The chairperson of the city council and their city council member designee shall serve as members of the A/E selection committee.

(d) Six voting members of the A/E selection committee, including at least two of the members named in subsections (b) and (c) above shall constitute a quorum.

(e) The committee members shall select a chairman who shall serve a one-year term or until their respective successor is elected. An election for chairman shall be held each year.

(f) The purchasing agent shall serve as a nonvoting member of the A/E selection committee and shall maintain its records.

(g) When the user agency for a specific project is not otherwise represented on the A/E selection

committee or when specialized expertise is desired by the committee, the mayor may designate one or more persons to serve as nonvoting members of the committee while it considers matters related to that specific project.

**Sec. 26-244. - Architectural and engineering contract amount**

(a) This process shall apply to all architectural/engineering (A/E) professional services contracts negotiated by any city agency, board, commission or authority when the initial amount of the contract exceeds $100,000.00 or when the initial amount of the contract is less than $100,000.00 but the scope of work is likely to increase so that the final contract amount exceeds $100,000.00.

(b) All contracts for A/E professional services where the initial amount of such contract exceeds $100,000.00 or when the initial amount of the contract is less than $100,000.00 but the scope of work is likely to increase so that the final contract amount exceeds $100,000.00 shall be selected on a competitive basis based on the qualifications of the firm, its employees or individual design professionals and any other relevant criteria, except that price shall not become a factor until after selection.

**Sec. 26-245. - Architectural and engineering selection process.**

(a) It shall be the policy of the city to publicly announce all requirements for the competitive selection of A/E professional services and to negotiate contracts for those services on the basis of demonstrated competency, qualifications.

(b) When it is determined that the city needs to obtain A/E services, the mayor shall require that the announcement for such services be published in the official journal, transmitted via the City's electronic bid notification and procurement system, published on the official website for the City of Shreveport and mailed to each member of the city council. This announcement shall invite all interested parties to submit within a specified time (minimum of 25 calendar days) letters of interest in being selected for this specific project, together with a Form SF 330 describing the firm or individual's experience related to the project and such other information as the announcement may specify. The notice shall contain a general description of the project and an estimated fee range for the contract, if known. These submittals shall include the relevant pages of the SF 330 form and any information which is deemed relevant by the A/E firm or which has been requested in the city's official notification. They should include a description of the firm's experience on similar projects, its current workload with the city, and (when known) the personnel who the firm intends to assign to the project.

(c) The A/E selection committee may conduct interviews with up to five of the submitting firms if it

finds that such interviews are warranted and will assist in the selection process. When interviews are held, no member or representative of a submitting firm or individual for the project under consideration who is not being interviewed shall be present.

(d) Once the A/E selection committee has evaluated all of the submittals received relative to a project, it shall recommend up to three firms to the mayor and shall submit the list of firms in order of preference.

(e) For all contracts, the mayor shall then select any one of the firms recommended to him by the A/E selection committee and direct the relevant department, agency or commission to negotiate a contract with the selected firm for services for a fee or at rates of pay fair to both parties.

(f) Once the mayor has selected an A/E firm from the list submitted to him by the A/E selection committee, the committee shall notify all firms which submitted letters of interest on the project of the selection which has been made.

(g) Should the mayor or his designee be unable to negotiate a satisfactory contract with any one of the firms or individuals recommended by the A/E selection committee, negotiations with that firm or individual shall be terminated and the A/E firm or individual notified in writing of the reason(s) therefor. The mayor may then direct the appropriate persons to negotiate with either one of the remaining A/E firms recommended for the project by the A/E selection committee. If the mayor is unable to reach a satisfactory agreement with any of the firms recommended by the A/E selection committee for a project then the A/E selection committee shall be required to reopen the selection process by publishing a new announcement as required by subsection (9) herein and submit a new list of firms to the mayor.

(h) The mayor shall cause the A/E selection committee to:

(1) Provide notice and an agenda of all meetings to each Council Member at the time committee members are notified;

(2) Provide each council member with a copy of the minutes of each meeting which shall include all recommendations of the committee, and

(3) Produce a report for the council and to deliver to the clerk of council by April 1, July 1, October 1, and January 1 for the prior three months showing the names of the A/E firms selected during the previous three months, the dollar amount of each contract, and amendments to each contract, the names of the firms submitted to the mayor and not selected for each project and other information requested by the chairman of the council or the chairman of the audit and finance committee. This report shall also include the names of A/E firms selected during the previous three months for which the initial contract amount was less than $100,000.00, the initial dollar amounts of each contract and subsequent amendments to it and the purpose of the work. This report shall also include

the total amount of fees awarded by the city for professional services within the past four years for each firm or individual design professional providing A/E professional services.

**Sec. 26-445. Evaluation Criteria**

(a) The A/E selection committee shall evaluate all submittals from A/E firms to determine the firms which it considers most qualified for and suited to perform the work.

(b) Numerical factors ranging from one (1) to five (5) shall be assigned to the following criterion on the basis of the City's priorities and conception of the importance of each factor in the completion of a successful project:

(1) Capability to perform all or most aspects of the project

(2) Recent experience with comparable City of Shreveport projects

(3) Firms reputation for integrity and competence

(4) Fair share participation pursuant to City Code of Ordinances Secs. 2-401-426

(5) Key personnel's professional qualifications essential to the work to be performed

(6) Current workload

(7) Qualifications of Sub-Consultants

(8) Team work Location (find joint venture language)

(9) Understanding of program or project including potential challenges and the City's special concerns, if any

(10) Past performance on City projects including meeting deadlines

a. If there has been no performance on past City projects, the City may solicit past performance information from all available sources including, references and clients identified by the firm.

b. References other than those identified by the firm may be contacted and considered in the evaluation process.

(11) Location of assigned staff office relative to project

(c) The political activities of a design professional or firm of design professionals, including support for or against a candidate for city elective office, shall not be a consideration in the selection process.

**Sec. 26-246. – Prequalification**

(a) Firms or individual design professionals wishing to be selected for professional services by the city shall submit annually to the city a statement of their qualifications and interest. General information and/or information about a firm's interest and expertise in specific project areas (streets, drainage, parks, airports, buildings, etc.) shall be submitted on a Form SF 330 (Architect-Engineer and Related Services Questionnaire) or on such other form as may provide similar

information which is acceptable to the A/E selection committee. Firms may provide updated SF 330 forms or other relevant information to the city at any time. All firms or individual design professionals with current SF 330 Forms on file will be sent a notification of public announcement for each project via the City's electronic bid notification and procurement system.

**Sec. 26-246. – Prohibited Communications Prior to Selection**

(a) There shall be a prohibition on communications by all submitting firms and/or their representatives with City staff, the Mayor and staff, council members and staff and members of the selection committee at any time prior to the selection of a firm for professional services.

(b) This does not apply to oral communications at pre-submittal conferences, oral presentations before the selection committee, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning the competitive selection process.

**Sec. 26-247. – Post project evaluation**

A post project evaluation shall be conducted following completion of any project for which an award his made by the A/E committee. Post project evaluations shall be utilized in a firm's evaluation for any future projects pursuant to Sec. 26-445(b)(10). The following criterion may be considered in post project evaluations:

(a) Planned duration of awarded project vs. actual duration of awarded project

(b) Project efficiency and timeliness of completion

(c) Causes for any delay in the completion of the awarded project, if any

(d) Budgeted or planned cost for awarded project vs. actual cost for awarded project

(e) Reasons for increased costs, if any

(f) Quality of work performed

(g) Compliance with specifications of project

(h) Adherence to all local, state and federal regulations during the completion of the awarded project

(i) Compliance with all local, state and federal safety regulations during the completion of the awarded project

(j) Ability to address foreseeable and unforeseeable risks during the completion of the awarded project

Secs. 26-248—26-264. - Reserved.

**BE IT FURTHER ORDAINED** that the remainder of Chapter 26, of the City of Shreveport Code of Ordinances shall remain unchanged and in full force and effect.

**BE IT FURTHER ORDAINED** that if any provision or item of this ordinance or the application thereof

is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and to this end, the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

OFFICE OF THE CITY ATTORNEY


NO OUTLET
Kingston Rd
9800

# FACT SHEET

**TITLE**
An ordinance to amend Section 90-124 of Chapter 90 of the City of Shreveport Code of Ordinances relative to certain types of trucks being prohibited on certain streets, and to otherwise provide with respect thereto.

**DATE**
March 14, 2022

**ORIGINATING DEPARTMENT**
Shreveport Police Department

**COUNCIL DISTRICT**
E

**SPONSOR**
Councilman Dr. Alan Jackson, Jr.

**PURPOSE**
To amend Section 90-124 of the Code of Ordinances.

**BACKGROUND INFORMATION**
One of the streets referenced in Section 90-124 is incorrect. The provision states that no trucks can operate, drive, or pull on "Williamson Way 8700 Block of Kingston Road extending west to City Limits." However, Williamson Way does not intersect Kingston Road in the 8700 Block; it intersects Kingston Road at the 9800 Block. Thus, the section needs to be amended to reflect the intersection accurately.

**TIMETABLE**
Introduction: March 22, 2022
Final Passage: April 12, 2022

**ATTACHMENTS**
Exhibit "A" attached

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** Manushka Gracia-Desgage, Assistant City Attorney

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE TO AMEND SECTION 90-124 OF CHAPTER 90 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO CERTAIN TYPES OF TRUCKS BEING PROHIBITED ON CERTAIN STREETS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER: DR. ALAN JACKSON, JR.**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 90, Article IV, Division 2 of the City of Shreveport, Louisiana Code of ordinances is hereby amended to read as follows:

DIVISION 2. – RULES OF THE ROAD

**Sec. 90-124. – Specified "No through truck routes."**

The following streets are specified "No through truck routes" subject to the provisions of section 90-123:

***

Williamson Way 9800 Block of Kingston Road extending West to City Limits

***

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances or parts thereof in conflict herewith are hereby repealed.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET** | **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.** | 3/21/22 | City Council/Legislative<br>**SPONSOR OR COUNCIL MEMBER**<br>Councilwoman Fuller |

## PURPOSE

To receive funds from the Streets Special Revenue Fund into to Capital Projects Fund to increase funding for "City of Shreveport Preservation and Improvements (C21001) by $1,006,000 for improvements to Tulane Avenue from Linwood to the dead end. Companion to SSRF. **Please note: the increase is only to the Streets Special Revenue funding source.**

This Ordinance or Resolution will have direct impact on Council District: B

## TIMETABLE

Introduction: **April 12, 2002**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None.

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $1,006,000 | Streets Special Revenue Fund Operating Reserves |

## CONCLUSION

**FACT SHEET PREPARED BY:** Jacqueline M. White
Council Analyst

**ORDINANCE NO. _____OF 2022**

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO**

BY: Councilwoman Fuller

WHEREAS, the City Charter provides for the amendment of any previously adopted budget; and

WHEREAS, the City Council finds it necessary to amend the 2022 budget for the Capital Project Fund to adjust appropriations, reflect current revenue estimates and for other purposes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 152 of 2021, the 2022 budget for the Capital Projects Fund, is hereby amended as follows:

In Program C – Streets Improvements:

Increase the appropriation for City of Shreveport Preservation and Improvements (C21001) by $1,006,000 to $7,661,332. Funding sources $7,158,575 from Streets Special Revenue, $157,175 1999 GOB Prop 4, $25,000 from 2001 A GOB, $8,940 from 2001 GOB Prop 3, $39,883 from 2003 GOB Prop 3, $56,135 from 2011 GOB Prop 3, and $215,624 from 2014 GOB Prop 3.

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 152 of 2021 shall remain unchanged and in full force and effect.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared to be severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET** | **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.** | 3/21/22 | City Council/Legislative<br>**SPONSOR OR COUNCIL MEMBER**<br>Councilwoman Fuller |

## PURPOSE

To move funds from the Streets Special Revenue Fund to Capital Projects to increase funding for "**City of Shreveport Preservation and Improvements**" **(C21001)** by $1,006,000 for improvements of Tulane Avenue from Linwood to the dead end. Companion to Capital Projects.

This Ordinance or Resolution will have direct impact on Council District: B

## TIMETABLE

Introduction: **April 12, 2022**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None.

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $1,006,000 | Streets Special Revenue Fund Operating Reserves |

## CONCLUSION

**FACT SHEET PREPARED BY:** Jacqueline M. White
Council Analyst

**ORDINANCE NO. _____OF 2022**

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO**

BY: Councilwoman Fuller

WHEREAS, the City Charter provides for the amendment of any previously adopted budget; and

WHEREAS, the City Council finds it necessary to amend the 2022 budget for the Streets Special Revenue Fund to adjust appropriations, reflect current revenue estimates and for other purposes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 170 of 2021, the 2022 budget for the Streets Special Revenue Fund, is hereby amended as follows:

In Section 2 (Appropriations):

Decrease Operating Reserves by $1,006,000

Increase Transfer to Capital Projects by $1,006,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 170 of 2021 shall remain unchanged and in full force and effect.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared to be severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

_____
City Attorney's Office

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
An ordinance amending the City of Shreveport, Louisiana, 2022 Streets Special Revenue Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.

**DATE**
March 28, 2022

**ORIGINATING DEPARTMENT**
Department of Public Works, Engineering Division

**CITY COUNCIL DISTRICT**
All

**SPONSOR**

**PURPOSE**
This project is for concrete panel replacement on Pines Road generally from Financial Plaza/Westport Avenue to West 70th Street. This project was previously designated and funded in 2018. The project is nearly ready to go out for bid. However, since 2018 the road condition has degraded, and prices have increased. The funding remaining in the existing budget is not sufficient. $230,000 are needed to proceed to construction with this project.

**BACKGROUND INFORMATION**
Ordinance 170 of 2021 adopted the 2022 Streets Special Revenue Fund Budget.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENTS**
NA

**SPECIAL PROCEDURAL REQUIREMENTS**
None

**FINANCES**
Decrease Operating Reserves by $230,000.
Establish increase transfer to capital by $230,000.00 (Project C18001)

**SOURCE OF FUNDS**
Streets Special Revenue Fund

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** Stephen Terese
Department of Public Works
Engineering

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE AMENDING THE CITY OF SHREVEPORT, LOUISIANA, 2022 STREETS SPECIAL REVENUE FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED HEREIN AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS,** the City Council provides for the amendment of any previously adopted budget; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Ordinance No. 170 of 2021, the 2022 Streets Special Revenue Fund Budget, is hereby amended as follows:

**In Section 2 (Appropriations)**

Decrease Operating Reserves by $230,000.00

Establish increase transfer to capital (C18001) by $230,000.00

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 170 of 2021, as amended, shall remain unchanged and in full force and effect.

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given effect without the invalid provisions, items or applications and to this end, the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all ordinances or parts thereof in conflict herewith are hereby repealed.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
An ordinance amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.

**DATE**
March 28, 2022

**ORIGINATING DEPARTMENT**
Public Works

**COUNCIL DISTRICT**
All

**SPONSOR**
Public Works, Engineering Division

**PURPOSE**
To modify funds in project C18001, Concrete Panel Replacement.

**BACKGROUND INFORMATION**

This project is for concrete panel replacement on Pines Road generally from Financial Plaza/Westport Avenue to West 70th Street. This project was previously designated and funded in 2018. The project is nearly ready to go out for bid. However, since 2018 the road condition has degraded, and prices have increased. The funding remaining in the existing budget is not sufficient. $230,000 are needed to proceed to construction with this project.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENT(S)**

**SPECIAL PROCEDURAL REQUIREMENTS**
None

**FINANCES**
Budget Amendment:

| | |
|---|---|
| $230,000 | INCREASE to Project C18001(Concrete Panel Replacement) |

**SOURCE OF FUNDS**
Streets Special Revenue Fund

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
The Department of Engineering and Environmental Services recommends adoption of this Ordinance.

**FACT SHEET PREPARED BY:** Stephen Terese,
Department of Public Works
Engineering

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE AMENDING THE CITY OF SHREVEPORT, LOUISIANA, 2022 CAPITAL PROJECTS FUND BUDGET, APPROPRIATING THE FUNDS AUTHORIZED HEREIN AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY:**

**WHEREAS**, the City Council provides for the amendment of any previously adopted budget, and

**WHEREAS**, the City Council finds it necessary to amend the 2022 Capital Projects Fund Budget to adjust appropriations and for other purposes.

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Shreveport, in due, regular and legal session convened, that Ordinance No. 152 of 2021, the 2022 Capital Projects Fund Budget, be further amended and re-enacted as follows:

**In Program C (Street Improvements):**

Increase Project C18001, Concrete Panel Replacement by $230,000.

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 152 of 2021, as amended, shall remain in full force and effect.

**BE IT FURTHER ORDAINED** that is any provisions or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all ordinances or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF A TAX OF 11.3180 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE CITY OF SHREVEPORT, LOUISIANA, FOR THE YEAR 2022, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST ON THE OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 4/7/22 | Finance/Administration<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

The purpose of this Ordinance is to levy and authorize the collection of the ad valorem tax millage on all property subject to ad valorem taxation in the City of Shreveport, Louisiana, for the year 2022, to pay required principal and interest on the outstanding general obligation bonds.

This Ordinance or Resolution will have direct impact on Council District: **All**

## BACKGROUND INFORMATION

Ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo Parish and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter to collect the taxes.

This levy will provide for debt service payments on all outstanding general obligation bonds.

The millages for 2022 are as follows:

| PURPOSE OF GENERAL OBLIGATION BONDS | PROPOSITIONS | ELECTION DATE | MILLAGES |
|---|---|---|---|
| Water & Sewer | 2011 Prop 1 | 04-02-2011 | 4.671 |
| Parks, Rec, Police, Fire, Finance | 2011 Prop 2 | 04-02-2011 | 1.915 |
| Streets & Drainage | 2011 Prop 3 | 04-02-2011 | 2.232 |
| Series 2022 (Public Safety) | 2021 Prop 1 | 11-13-2021 | 2.500 |
| | | | TOTAL **11.3180** |

## TIMETABLE

Introduction: **April 12, 2022**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

The vote requirement is a simple majority vote of a quorum present after allowing a public comment period before taking the vote as required by La. R.S. 42:14(D).

| FINANCES | SOURCE OF FUNDS |
| --- | --- |
| $17,358,275 | Ad valorem taxes |

**CONCLUSION**

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF A TAX OF 11.3180 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE CITY OF SHREVEPORT, LOUISIANA, FOR THE YEAR 2022, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST ON THE OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS,** in 2022 the millage levied is increased due to the passing of GOB 2021 (Prop 1), which will increase debt service payments to $17,358,275 for 2022, therefore increasing millage from 8.8180 to 11.3180 for the first tranche of bonds being sold; and

**WHEREAS,** only **11.3180 mills** will be collected in 2022 because the fund has sufficient reserves to cover the difference; and

**WHEREAS,** the levy of these ad valorem taxes shall provide for the debt service payments on all outstanding general obligation bonds; and

**WHEREAS,** ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes; and

**WHEREAS,** 2022 is not a reassessment year; and

**WHEREAS,** pursuant to City Charter Section 10.02 (K) the Chief Financial Officer shall have charge of the financial affairs of the City and, to that end, he shall, with the approval of the Chief Administrative Officer collect all taxes and licenses the collection of which is not assigned by law or ordinances to some other officer or agency. In the collection of taxes the Chief Financial Officer shall be the ex officio tax collector of the City of Shreveport and shall have all the powers and duties conferred by law on tax collectors of cities.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened, that:

An ad valorem tax of **11.3180 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana for the year 2022, for the *purpose* of paying the principal and interest on the following outstanding general obligation bonds of the City of Shreveport, and creating a reasonable reserve for the payment of such principal and interest as the same respectively become due and payable:

| PURPOSE OF GENERAL OBLIGATION BOND | PROPOSITION | ELECTION DATE | MILLAGES |
|---|---|---|---|
| Water & Sewer | 2011 Prop 1 | 04-02-2011 | 4.671 |
| Parks, Rec, Police, Fire, Finance | 2011 Prop 2 | 04-02-2011 | 1.915 |
| Streets & Drainage | 2011 Prop 3 | 04-02-2011 | 2.232 |
| Series 2022 (Public Safety) | 2021 Prop 1 | 11-13-2021 | 2.500 |
| | | | **TOTAL 11.3180** |

**BE IT FURTHER ORDAINED** that this ordinance shall be full authority to the Tax Assessor of the Parish of Caddo, Louisiana and the Tax Assessor of the Parish of Bossier, Louisiana, to extend the taxes herein levied on the assessment rolls of the City of Shreveport, Louisiana for the year 2022.

**BE IT FURTHER ORDAINED** the tax collector of the City of Shreveport, Louisiana shall collect and remit the same to said taxing authority in accordance with law.

**BE IT FURTHER ORDAINED** the Chief Financial Officer, Ex Officio Tax Collector of the City of Shreveport, is hereby empowered, authorized, and directed to cause said taxes, as herein above set forth, to be spread upon the tax roll of the City of Shreveport, Louisiana for the year 2022, to collect said ad valorem taxes for and on behalf of said City, according to law, and to place the same to the credit of the funds described herein above as authorized by law.

**BE IT FURTHER ORDAINED** the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

**BE IT FURTHER ORDAINED** that the Clerk of Council shall provide a certified copy of this ordinance to the Tax Assessor of Caddo Parish and the Tax Assessor of Bossier Parish immediately after its final passage and adoption by the City Council and approval by the Mayor.

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance, which can be given affect without the invalid provisions, items or applications, and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances, Resolutions or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective m accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET** **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF VARIOUS TAXES TOTALING 17.770 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE CITY OF SHREVEPORT, LOUISIANA, FOR THE YEAR 2022, IN THE AMOUNTS AND FOR THE PURPOSES DESCRIBED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 4/7/22 | Finance/Administration<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

The purpose of this ordinance is to levy and authorize the collection of various ad valorem tax millage on all property subject to ad valorem taxation in the City of Shreveport, Louisiana for the year 2022.

This Ordinance or Resolution will have direct impact on Council District: **All**

## BACKGROUND INFORMATION

On April 28, 2018 a Special Election was held and all six propositions for the special ad valorem taxes were authorized by the voters for a period of five (5) years, beginning with the year 2018 and ending with the year 2022 (i.e. the taxes expire on December 31, 2022).

Ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes. The General Alimony tax is authorized by La. Const. art. 6, sec. 27(A) and/or La. Const. art. 6, sec. 32.

The 2022 ad valorem millages are as follows:

| No. | DESCRIPTION OF AD VALOREM TAXES<br>• Denotes taxes authorized by Special Election | 2022 NON-REA$SES5NIENT YEAR MILLAGE RATE | |
|---|---|---|---|
| **1** | * Street Improvement Tax | 1.130 | mills |
| 2 | * Recreational Facilities Tax | 0.840 | mills |
| 3 | *Salary and Wage Schedule Tax | 1.130 | mills |
| 4 | * Police & Fire Personnel, Uniforms and Equipment Tax | 1.130 | mills |
| 5 | *Tax for Pensions, Employee Life Insurance and Hospitalization Plan for City Employees | 1.700 | mills |
| 6 | * Three-Platoon-System Tax | 1.480 | mills |
| 7 | General Alimony Tax | 10.360 | mills |
| | **Total Mills** | **17.770** | **mills** |

## TIMETABLE

| | |
|---|---|
| Introduction: | **April 12, 2022** |
| Final Passage: | **April 26, 2022** |

## SPECIAL PROCEDURAL REQUIREMENTS

The vote requirement is a simple majority vote of a quorum present after allowing a public comment period before taking the vote as required by La. R.S. 42:14(D)

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $28,253,627.43 | Various Ad Valorem taxes |

## CONCLUSION

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF VARIOUS TAXES TOTALING 17.770 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE CITY OF SHREVEPORT, LOUISIANA, FOR THE YEAR 2022, IN THE AMOUNTS AND FOR THE PURPOSES DESCRIBED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS,** pursuant to **Resolution No. 189 of 2017** as amended by **Resolution No. 15 of 2018,** adopted by the City Council of the City of Shreveport, Louisiana, (the "City") acting as the governing authority of the City on February 13, 2018, and pursuant to La. R.S. 18:1285, ordered and called a Special Election to be held on Saturday, April 28, 2018, for the purpose of submitting to the qualified voters of the City a total of six propositions; and

**WHEREAS,** the first five propositions proposed to authorize the *continuation, levy* and ***collection*** of Special Ad Valorem taxes therein and the sixth proposition proposed to authorize the City to continue to levy and collect a ***new*** Special Ad Valorem tax for the continuation and maintenance of a Police Three Platoon System originally authorized by Article 14, Section 12, of the Louisiana Constitution of 1921; and

**WHEREAS,** on April 28, 2018, all six propositions for the special ad valorem taxes were authorized by the voters for a period of five (5) years, beginning with the year 2018 and ending with the year 2022 (i.e. the taxes expire on December 31, 2022); and

**WHEREAS,** on Tuesday, May 8, 2018 the City Council did then and there in open and public session proceed to *examine and canvass the returns and declare the results of the special election* in **Resolution No. 62 of 2018;** and

**WHEREAS,** a total of six (6) propositions were submitted to all registered voters of the City on April 28, 2018 and the first five (5) propositions were all approved to *continue, levy* and ***collect*** special ad valorem taxes on all the property subject to ad valorem taxation within the City of Shreveport, Louisiana, for a period of five (5) years, beginning with the year 2018 and ending with the year 2022 (i.e. the taxes expire on December 31, 2022); and

**WHEREAS,** the City of Shreveport's first five (5) propositions are classified as continuations. A **"continuation"** may be authorized and occurs *after* the existing tax expires (versus a renewal occurs *before* the existing tax expires). Regardless of the classification as a continuation (or renewal) there will be no interruption in the levy and collection of said taxes; and

**WHEREAS,** Proposition No. 6 was submitted to all registered voters of the City on April 28, 2018 and was approved as a *new* special ad valorem tax to be *levied* and *collected* on all the property subject to ad valorem taxation within the City of Shreveport, Louisiana, for a period of five (5) years, beginning with the year 2018 and ending with the year 2022 (i.e. the tax will expire on December 31, 2022); and

**WHEREAS,** although Proposition No. 6 was classified on the ballot as a "new tax" the City of Shreveport has levied and collected a Police Three Platoon System special ad valorem tax since at least 1937 for an approximate total of 81 years *(see* Ordinance No. 53 of 1937); and

**WHEREAS,** ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes; and

**WHEREAS,** 2022 is not a reassessment year; and

**WHEREAS,** this ordinance levies the 2022 ad valorem property taxes and authorizes the collection of said taxes, as authorized by and pursuant to the Special Election held on April 28, 2018, in accordance with La. Const. art. 6, sec. 27(B) and/or La. Const. art. 6, sec. 32; and

**WHEREAS,** this ordinance also levies a **general alimony tax** as authorized in accordance with La. Const. art. 6, sec. 27(A) and/or La. Const. art. 6, sec. 32; and

**WHEREAS,** pursuant to City Charter Section 10.02 (K) the Chief Financial Officer shall have charge of the financial affairs of the City and, to that end, he shall, with the approval of the Chief Administrative Officer, collect all taxes and licenses the collection of which is not assigned by law or ordinances to some other officer or agency. In the collection of taxes the Chief Financial Officer shall be the ex officio tax collector of the City of Shreveport and shall have all the powers and duties conferred by law on tax collectors of cities.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened, that:

I. **STREET IMPROVEMENT TAX.** An ad valorem tax of **1.130 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022; *for the purpose of* improving, repairing and maintaining the streets of the City of Shreveport, title to which shall be in the public, in accordance with the results of the special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(B) and/or La. Const. art. 6, sec. 32.

2. **RECREATIONAL FACILITIES TAX.** An ad valorem tax of **0.840 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022*; for the purpose of* operating and supplying recreational facilities and appurtenances and maintaining the same, title to which shall be in the public, in accordance with the results of the special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(B) and/or La. Const. art. 6, sec. 32.

3. **SALARY AND WAGE SCHEDULE TAX.** An ad valorem tax of **1.130 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022; *for the purpose of* continuing the salary and wage schedule of City employees, in accordance with the results of the special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(8).

4. **POLICE AND FIRE PERSONNEL, UNIFORMS AND EQUIPMENT TAX.** An ad valorem tax of **1.130 mills per dollar mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022*; for the purpose of* police and fire personnel and allowance for uniforms and equipment for said departments, in accordance with the results of the special election held April 28, 2018 a11d pursuant to La. Const. art. 6, sec. 27(B).

5. **TAX FOR PENSIONS, EMPLOYEE LIFE INSURANCE AND HOSPITALIZATION PLAN FOR CITY EMPLOYEES.** An ad valorem tax of **1.70 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year *2022; for the purpose of* providing funds for the City's portion of pensions, employee life insurance and hospitalization plan for City employees, in accordance with the results of the special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(B).

6. **THREE PLATOON SYSTEM TAX.** An ad valorem tax of **1.480 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022*; for the purpose of* providing revenues sufficient to enable the City of Shreveport to provide a three-platoon system in the Police Department, in accordance with the results of a special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(B).

7. **GENERAL ALIMONY TAX.** An ad valorem tax of **10.360 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022; *for the purpose of* general operating expenses of the General Fund, in accordance with and pursuant to La. Const. art. 6, sec. 27(A).

**BE IT FURTHER ORDAINED** that this ordinance shall be full authority to the Tax Assessor of the Parish of Caddo, Louisiana and the Tax Assessor of the Parish of Bossier, Louisiana, to extend the taxes herein levied on the assessment rolls of the City of Shreveport, Louisiana for the year 2022.

**BE IT FURTHER ORDAINED** the tax collector of the City of Shreveport, Louisiana shall collect and remit the same to said taxing authority in accordance with law.

**BE IT FURTHER ORDAINED** the Chief Financial Officer, Ex Officio Tax Collector of the City of Shreveport, is hereby empowered, authorized, and directed to cause said taxes, as herein above set forth, to be spread upon the tax roll of the City of Shreveport, Louisiana for the year 2022, to collect said ad valorem taxes for and on behalf of said City, according to law, and to place the same to the credit of the funds described herein above as authorized by law.

**BE IT FURTHER ORDAINED** the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

**BE IT FURTHER ORDAINED** that the Clerk of Council shall provide a certified copy of this ordinance to the Tax Assessor of Caddo Parish and the Tax Assessor of Bossier Parish immediately after its final passage and adoption by the City Council and approval by the Mayor.

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances, Resolutions or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter section 4.23.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET** **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF A TAX OF 9.040 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE BOUNDS OF THE DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF SHREVEPORT, LOUISIANA, AS DEFINED BY LA. R.S. 33:2740.38, FOR THE YEAR 2022, IN THE AMOUNTS AND FOR THE PURPOSES DESCRIBED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 4/7/22 | Finance/Administration<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

The purpose of this Ordinance (for the DDA) is to *levy* and *authorize the collection* of the **ad valorem tax millage** on all property subject to ad valorem taxation within the bounds of the downtown development district, of the City of Shreveport, Louisiana, pursuant to La. R.S. 33:2740.38, for the year 2022.

This Ordinance or Resolution will have direct impact on Council District: **All**

## BACKGROUND INFORMATION

Pursuant to La. R.S. 33:2740.38 B.(l)(a), a special taxing district was created by Act No. 573 of the 1975 Regular Session and any amendment thereto within the City of Shreveport was and shall continue to be recognized as a Downtown Development District and is composed of that area of the City of Shreveport described therein. The said special taxing district is known as and shall continue to be hereby designated as the Shreveport Downtown Development District.

A Special Election was held on November 5, 2002, for the special ad valorem tax for the Shreveport Downtown Development District. The proposition for the special ad valorem tax for the Shreveport Downtown Development District was authorized by the voters and extended to twenty-five (25) years (in lieu of five (5) years), beginning with the year 2002 and ending with the year 2027 (i.e. the taxes expire on December 31, 2027).

Ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes.

The 2022 ad valorem millage for the Shreveport Downtown Development District is as follows:

**9.040 MILLS PER DOLLAR**

## TIMETABLE

| | |
|---|---|
| Introduction: | **April 12, 2022** |
| Final Passage: | **April 26, 2022** |

**SPECIAL PROCEDURAL REQUIREMENTS**

The vote requirement is a simple majority vote of a quorum present after allowing a public comment period before taking the vote as required by La. R.S. 42: l 4(D).

| **FINANCES** | **SOURCE OF FUNDS** |
|---|---|
| $718,000 | Ad valorem tax |

**CONCLUSION**

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF A TAX OF 9.040 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE BOUNDS OF THE DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF SHREVEPORT, LOUISIANA, AS DEFINED BY LA. R.S. 33:2740.38, FOR THE YEAR 2022, IN THE AMOUNTS AND FOR THE PURPOSES DESCRIBED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS,** a Special Election was held on November 5, 2002, for the special ad valorem tax for the Shreveport Downtown Development District; and

**WHEREAS,** on Tuesday, November 12, 2002 the City Council did then and there in open and public session proceed to *examine and canvass the returns and declare the results of the special election* in **Resolution No. 179 of 2002;** and

**WHEREAS,** the proposition for the special ad valorem tax for the Shreveport Downtown Development District was authorized by the voters and extended to twenty-five (25) years (in lieu of five (5) years), beginning with the year 2002 and ending with the year 2027 (i.e. the taxes expire on December 31, 2027); and

**WHEREAS,** ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes; and

**WHEREAS,** 2022 is not a reassessment year; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38, the State legislature found and declared that it was necessary for the public health, safety, and welfare of the City of Shreveport, Louisiana that the property value deterioration, in the principal area or areas of the City of Shreveport zoned for business and known generally as the central business district be halted, since the said central business district is the center of commercial, civic, and cultural activities of the metropolitan area; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 B.(l)(a), a special taxing district was created by Act No. 573 of the 1975 Regular Session and any amendment thereto within the City of Shreveport was and shall continue to be recognized as a Downtown Development District and is composed of that area of the City of Shreveport described therein; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 B.(2), the said special taxing district is known as and shall continue to be hereby designated as the Shreveport Downtown Development District; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 C.(1), the Shreveport Downtown Development District, hereinafter referred to sometimes as the "district," shall be governed by the Shreveport Downtown Development Authority, hereinafter referred to sometimes as the "authority," originally established by Ordinance No. 47 of 1975 of the City Council of the City of Shreveport; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 F.(1), in order to provide funds for the implementation of the proposals and programs of the Shreveport Downtown Development District, the Shreveport Downtown Development Authority shall submit to the City Council, with its proposals and programs, recommendations and proposals for the levy of **special ad valorem taxes** not to exceed at any given time an **aggregate of ten (10) mills** on the dollar of assessed valuation on all property situated within the district; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 F.(1), the *proceeds* of any such **ad valorem tax** shall be used solely and exclusively *for the purposes and benefit of* the district, and said proceeds may be expended or made available by the authority for administration costs, operational expenses, acquiring property by purchase, donation, exchange, or otherwise but not by expropriation, the preservation, revitalization, or beautification of public and private property within the district, project expenses or the retirement of bonds or other evidence of indebtedness. However, the *proceeds* of any such **ad valorem tax** shall not be used for any motel or lodging industry which would compete with any such existing private enterprise in the district; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 F.(3), the City Council shall review and consider any plans submitted within thirty (30) days following the submission to it by the authority, and shall **adopt or reject such plan by majority vote** of its members. If the City Council **adopts such a plan,** it shall become final and conclusive and the **ad valorem tax** shall be levied as provided herein; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 F.(4), each plan submitted or resubmitted shall set forth the projects recommended, the estimated cost thereof, recommendations for funding, and such other information as required by this section or by the authority or by the City Council; and

**WHEREAS,** the City Council adopted the 2022 Downtown Development Authority Program of Work on December, 14 2021 in **Resolution No. 147 of 2021;** and

**WHEREAS,** pursuant to City Charter Section I 0.02 (K) the Chief Financial Officer shall have charge of the financial affairs of the City and, to that end, he shall, with the approval of the Chief Administrative Officer, collect all taxes and licenses the collection of which is not assigned by law or ordinances to some other officer or agency. In the collection of taxes the Chief Financial Officer shall be the ex officio tax collector of the City of Shreveport and shall have all the powers and duties conferred by law on tax collectors of cities; and

**WHEREAS,** this ordinance levies the 2022 ad valorem property taxes and authorizes the collection of said taxes for the Shreveport Downtown Development Authority, as authorized by and pursuant to the Special Election held on November 5, 2002, in accordance with La. Const. art. 6, sec. 27(B); and

**WHEREAS,** pursuant to City Charter Section H).02 (K) the Chief Financial Officer shall have charge of the financial affairs of the City and, to that end, he shall, with the approval of the Chief Administrative Officer, collect all taxes and licenses the collection of which is not assigned by law or ordinances to some other officer or agency. In the collection of taxes, the Chief Financial Officer shall be the ex officio tax collector of the City of Shreveport and shall have all the powers and duties conferred by law on tax collectors of cities.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened, that:

**TAX FOR SHREVEPORT DOWNTOWN DEVELOPMENT AUTHORITY.**

An ad valorem tax of **9.040 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the bounds of the Shreveport Downtown Development District, of the City of Shreveport, Louisiana, as provided in La. R.S. 33:2740.38, for the year 2022; *to be expended by* the Shreveport Downtown Development Authority *for the purpose of* providing funds for administration, operational expenses, capital improvements, project expenses or the retirement of bonds or other evidences of indebtedness, all in accordance with the results of a special election held November 5, 2002, whereby the authorization for taxation was extended to twenty-five (25) years in lieu of five (5) years, beginning with the year 2002 and ending with the year 2027.

**BE IT FURTHER ORDAINED** that this ordinance shall be full authority to the Tax Assessor of the Parish of Caddo, Louisiana and the Tax Assessor of the Parish of Bossier, Louisiana, to extend the taxes herein levied on the assessment rolls of the City of Shreveport, Louisiana for the year 2022.

**BE IT FURTHER ORDAINED** the tax collector of the City of Shreveport, Louisiana shall collect and remit the same to said taxing authority in accordance with law.

**BE IT FURTHER ORDAINED** the Chief Financial Officer, Ex Officio Tax Collector of the City of Shreveport, is hereby empowered, authorized, and directed to cause said taxes, as herein above set forth, to be spread upon the tax roll of the City of Shreveport, Louisiana for the year 2022, to collect said ad valorem taxes for and on behalf of said City, according to law, and to place the same to the credit of the funds described herein above as authorized by law.

**BE IT FURTHER ORDAINED** the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

**BE IT FURTHER ORDAINED** that the Clerk of Council shall provide a certified copy of this ordinance to the Tax Assessor of Caddo Parish and the Tax Assessor of Bossier Parish immediately after its final passage and adoption by the City Council and approval by the Mayor.

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances, Resolutions or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

# FACT SHEET

**TITLE**
**AN ORDINANCE TO AMEND CHAPTER 46 (MEDICAL SERVICES) SECTION 102 – APPLICATION PROCEDURE (5) VEHICLE COMPLIANCE OF THE SHREVEPORT, LOUISIANA CODE OF ORDINANCES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**DATE**
April 5, 2022

**ORIGINATING DEPARTMENT**
Shreveport Fire Department

**COUNCIL DISTRICT**
City-wide

**SPONSOR**

**PURPOSE**
This Ordinance will replace the current minimum required vehicle wheel base noted in Chapter 46 of the Shreveport City Ordinance with an up-to-date (re)write with respect to Medical Transportation Services and the Van-Type vehicles used.

**BACKGROUND INFORMATION**

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENTS**

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:**

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE TO AMEND CHAPTER 46 (MEDICAL SERVICES) SECTION 102 – APPLICATION PROCEDURE (5) VEHICLE COMPLIANCE OF THE SHREVEPORT, LOUISIANA CODE OF ORDINANCES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, Chapter 46 (Medical Services) of the Shreveport City Code of Ordinance is approved and sanctioned by the members of the Shreveport City Council.

**WHEREAS**, Chapter 46 (Medical Services) of the Shreveport City Code of Ordinance provides direction, oversight and authority over all matters pertain to Emergency and Non-Emergency Ambulances and Medical Transportation Services operating within the Shreveport City Limits.

**WHEREAS**, Section 102 of Chapter 46 (Medical Services) of the Shreveport City Code of Ordinance provides stipulations and authority over all matters pertaining to Class B Non-Emergency Medical Transportation Vehicles operating within the Shreveport City Limits.

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 46 (Medical Services) Section 102 subsection (5) of the Shreveport City Code of Ordinance be amended to read as follows:

**Sec. 46-102-Application Procedure**

**********

(5)If nonemergency ambulance used hereunder shall be a van-type vehicle of standard size with running board. It shall have a minimum of two exits from the compartment where the patient is carried. Any such vehicle used for transportation of wheelchair patients shall be equipped with a wheelchair lift. The vehicle shall not be a passenger automobile other than a van-type vehicle as set forth above. (6) Payment of a nonrefundable application fee of $50.00 shall accompany all application submittals.

**********

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances or parts thereof in conflict herewith are hereby repealed.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
**A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**DATE**
12/21/2021

**ORIGINATING DEPARTMENT**
City Council

**COUNCIL DISTRICT**

**SPONSOR**
COUNCILMAN JAMES GREEN

**PURPOSE**
To support and consent to the City of Shreveport, District F, creating a TIF district – a public improvement district.

**BACKGROUND INFORMATION**
La. R S. 33:9038.32(3) requires that, "if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality."

This resolution is to consent to the City of Shreveport, District F, for the creation of a TIF district wholly within the bounds shown in Exhibits A and B.

**TIMETABLE**
Introduction: December 28, 2021

Final Passage: December 28, 2021

**ATTACHMENT(S)**
Exhibit A
Exhibit B

**SPECIAL PROCEDURAL REQUIREMENTS**

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
Approval of this ordinance is recommended.

**FACT SHEET PREPARED BY:** Manushka Gracia-Desgage,
Assistant City Attorney

**RESOLUTION NO. ____ OF 2021**

**A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCILMEMBER: JAMES GREEN**

**WHEREAS**, the City of Shreveport, District F, is considering the creation of a TIF district with the boundaries shown in EXHIBITS A and B, and;

**WHEREAS**, the boundaries of the district lie wholly within the City of Shreveport; and

**WHEREAS**, per La. R S. 33:9038.32(3), "if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality."

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that the City of Shreveport consents to Caddo Parish's establishment of the "Amazon TIF District, State of Louisiana," with the boundaries shown in EXHIBIT A, said boundaries lying wholly within the City of Shreveport.

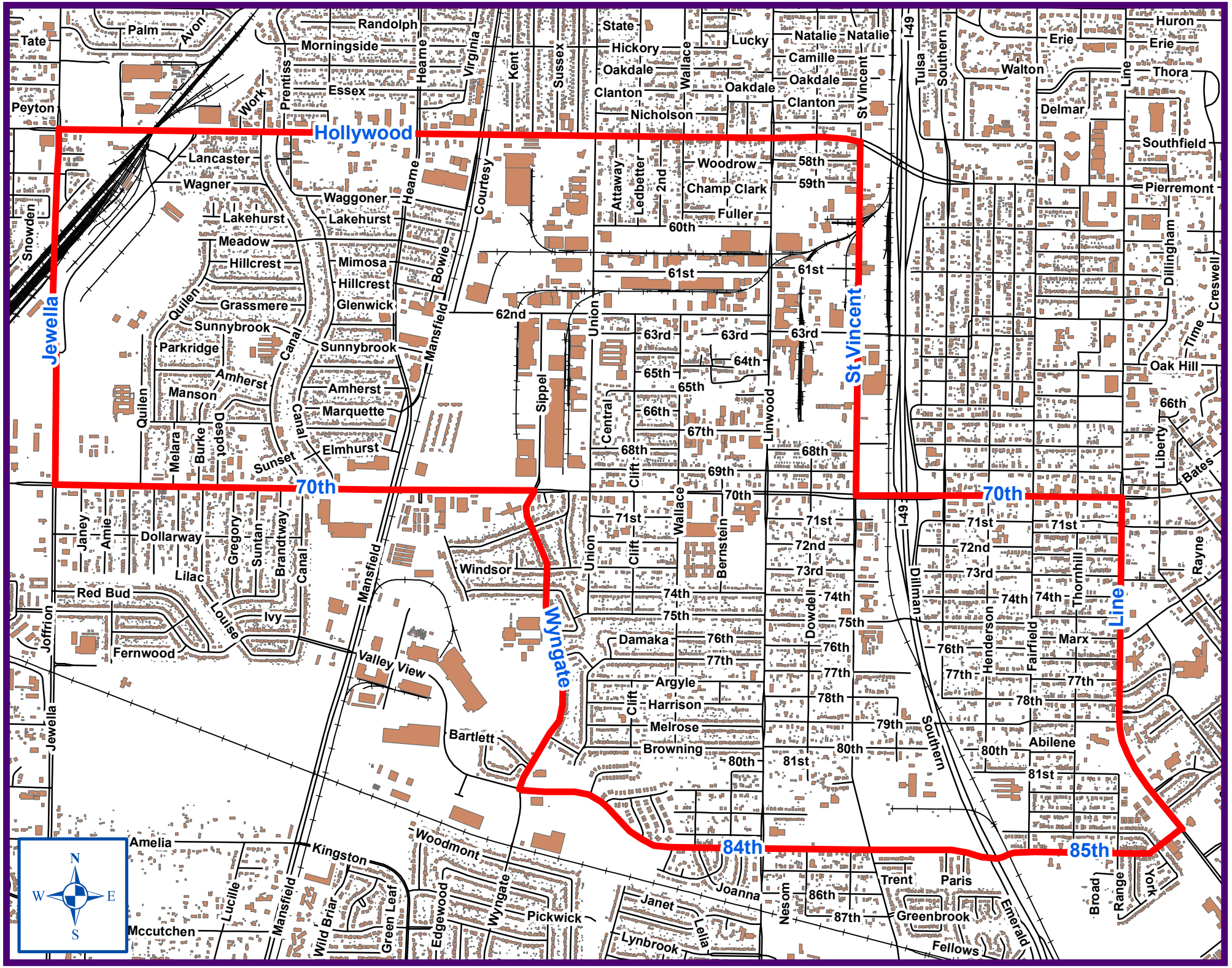
**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolutionare hereby declared severable.

**BE IT FURTHER RESOLVED** that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office


Hollywood
Jewella
St Vincent
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Tate
Palm
Avon
Peyton
Work
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Essex
Prentiss
Heame
Virginia
Kent
Sussex
State
Hickory
Oakdale
Clanton
Nicholson
Lucky
Natalie
Camille
Wallace
St Vincent
I-49
Tulsa
Southern
Erie
Walton
Huron
Thora
Delmar
Southfield
Pierremont
Dillingham
Creswell
Time
Oak Hill
Liberty
Bates
Rayne
Thornhill
Marx
Abilene
Lancaster
Wagner
Snowden
Waggoner
Lakehurst
Meadow
Hillcrest
Mimosa
Glenwick
Courtesy
Attaway
Ledbetter
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Woodrow
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87th
Bowie
Mansfield
Union
Sippel
Central
Clift
Linwood
Bernstein
Dowdell
Grassmere
Sunnybrook
Parkridge
Amherst
Marquette
Elmhurst
Quilen
Canal
Manson
Melara
Burke
Despot
Sunset
Janey
Amie
Dollarway
Gregory
Suntan
Brandtway
Lilac
Red Bud
Louise
Ivy
Fernwood
Joffrion
Windsor
Damaka
Valley View
Argyle
Harrison
Melrose
Browning
Bartlett
Amelia
Kingston
Woodmont
Joanna
Janet
Lynbrook
Pickwick
Mccutchen
Lucille
Wild Briar
Green Leaf
Edgewood
Nesom
Trent
Paris
Greenbrook
Emerald
Fellows
Broad
Range
York
Henderson
Fairfield
N
W
E
S

**North:**
Starts at Jewella & Hollywood and continues until Hollywood & St. Vincent Avenue:

**East:**
Starts at Hollywood and St. Vincent Avenue and runs southward to the intersection St. Vincent and 70th Street and continues east on 70th street to Line Ave and continues south on Line Avenue and stops at the Line Avenue and East 84th Street.

**South:**
Starts at Line Avene and East 84th Street and continues west until Wyngate Blvd. Continues North on Wyngate Blvd to the intersection of Wyngate and 70th and continues west until Jewella.

**West:**
Start at West 70th and Jewella and continue north and stop at Hollywood Avenue.

**ORDINANCE AND RESOLUTION FACT SHEET** **City of Shreveport**

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 22 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO DEMOLITION DELAY IN THE DOWNTOWN DEVELOPMENT DISTRICT AND OTHERWISE PROVIDING WITH RESPECT THERETO** | 06/3/2021 | **SPONSOR OR COUNCILMEMBER**<br>COUNCILWOMAN FULLER |

## PURPOSE

This ordinance will reduce the automatic demolition delay of property located in the Downtown Development District in the absence of good cause shown for an extended delay period.

This Ordinance or Resolution will have direct impact on Council District:

## BACKGROUND INFORMATION

Section 22.3 of the City of Shreveport Code of Ordinances currently provides for a delay of 180 days prior to the issuance of a demolition permit for structures located in the Downtown Development District. In an effort to allow for more efficient elimination of blighted property and improve the overall appearance of downtown Shreveport, this proposed ordinance seeks to reduce the amount of time for delay of the demolition of property located in the Downtown Development District to 30 days and requires good cause be shown as to why a demolition delay should be extended up to 180 days.

## TIMETABLE

Introduction: **June 8, 2021**

Final Passage: **June 22, 2021**

## SPECIAL PROCEDURAL REQUIREMENTS

| FINANCES | SOURCE OF FUNDS |
|---|---|
| N/A | N/A |

## CONCLUSION

The council may:

1. Approve the Resolution if deemed appropriate.
2. Approve an amended version of the Resolution.
3. Reject the Resolution.

**FACT SHEET PREPARED BY:**

Thea R. Scott, Deputy City Attorney

**ORDINANCE NO. _____ OF 2021**

**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 22 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO DEMOLITION DELAY IN THE DOWNTOWN DEVELOPMENT DISTRICT AND OTHERWISE PROVIDING WITH RESPECT THERETO**

**BY COUNCIL MEMBER: FULLER**

**WHEREAS,** the City of Shreveport desires to more effectively eliminate the presence of blighted property within the Downtown Development District; and

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that Chapter 22, Article I is hereby amended and re-enacted to read as follows:

***

**Chapter 22 – BUILDINGS AND BUILDING REGULATIONS**

**ARTICLE I- IN GENERAL**

Sec. 22-3. Demolition delay in the Downtown Development District.

(a) Any application for a demolition permit involving a structure in the Downtown Development District, as defined in R.S. 33:2740.38, shall be delayed 30 days from the date of filing of any application for a demolition permit in an attempt to secure an alternative purchaser/use.

(b) When any application for a demolition permit is delayed pursuant to this section, the chief building official shall, within 10 days of receipt of the application notify the director of the downtown development authority of the application.

(c) The city council may allow an extension of demolition delay for up to 180 days retroactive to the date of the filing of any application for a demolition permit only upon a showing of good cause at a public hearing requested by the director of the downtown development authority prior to the elapse of the initial 30 day demolition delay.

(d) The city council shall have the authority to approve the immediate issuance of a demolition permit by resolution at any time.

(e) Nothing in this section shall be construed to limit any procedural requirement relative to properties lying within any Historic Preservation Overlay District.

(Ord. No. 124, 2019 , 9-24-19)

***

**BE IT FURTHER ORDAINED** that the remainder of Chapter 22, of the City of Shreveport Code of Ordinances shall remain unchanged and in full force and effect.

**BE IT FURTHER ORDAINED** that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and to this end, the provisions of this ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

OFFICE OF THE CITY ATTORNEY

**FACT SHEET** **CITY OF SHREVEPORT, LOUISIANA**

**TITLE**
An Ordinance amending Section 10-69 of Chapter 10, Article IV, Division 2 of the City of Shreveport, Louisiana, Code of Ordinances with respect to the Fee and Term for alcoholic beverage handling employee cards, and to otherwise provide with respect thereto.

**DATE**

**ORIGINATING DEPARTMENT**
Shreveport Police Department

**COUNCIL DISTRICT**
City-wide

**SPONSORS**

**PURPOSE**
This ordinance amends Section 10-69 to the Code of Ordinances to update the ABO card processing fees; and to provide for the fees related to the respective classes of ABO employee cards.

**BACKGROUND INFORMATION**
The Shreveport Police Department ABO office proposes that upon the adoption of legislation that establishes two (2) classes of ABO employee handling cards the processing fees for the respective classes of cards is amended in relation thereto. This ordinance proposes that the current processing fees are increased from $24.00 to $40.00; and the replacement fee reduced from $24.00 to $20.00.

**TIMETABLE**
Introduction: October 12, 2021
Final Passage: October 26, 2021

**ATTACHMENTS**
2

**SPECIAL PROCEDURAL REQUIREMENTS**
N/A

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

**ALTERNATIVES**
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

**RECOMMENDATION**
Approval of this ordinance is recommended.

**FACT SHEET PREPARED BY:** Corporal Carlos Glass-Bradley, Police

**ORDINANCE NO. _____ OF 2021**

**AN ORDINANCE AMENDING SECTION 10-69 OF CHAPTER 10, ARTICLE IV, DIVISION 2 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES WITH RESPECT TO THE FEE AND TERM FOR ALCOHOLIC BEVERAGE HANDLING EMPLOYEE CARDS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that a new Section 10-69 be hereby added to Chapter10 of the City of Shreveport, Louisiana Code of Ordinances to read as follows: **Sec. 10-69. – Fee and Term**

S**ec. 10-69. - Fee and term.**

(a)Alcoholic beverage handling employee cards shall expire two years from the date of issuance.

(b)A processing fee of $40.00 will be charged for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card denied.

(c)In addition to the fee provided in subsection (b) of this section and, except as otherwise provided in subsection (e) of this section, a processing fee of $26.00 will be charged for a criminal history check for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card is denied.

(d)A fee of $20.00 will be charged for replacement of an alcoholic beverage handling employee card that is valid and in effect at the time of re-issuance. The expiration date for the replacement card shall be the same as the date on the original alcoholic beverage handling employee card. A

processing fee for a criminal history check shall not be charged for replacement of an alcoholic beverage handling employee card that is valid at the time of re-issuance.

(e)In the event that multiple cards are applied for at the same time (i.e., alcoholic beverage handling employee card and sexually oriented business employee card), only one processing fee for a criminal history check will be charged.

**BE IT FURTHER ORDAINED** that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given affect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

**BE IT FURTHER ORDAINED** that all Ordinances or parts thereof in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

**THUS DONE AND ORDAINED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office