

BID NUMBER- 50-00144265

Lease of Vacant Jefferson Parish Property

BID DUE: March 12, 2024 AT 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and <u>General Terms and Conditions</u>. All bids must be received on the Purchasing <u>Department's eProcurement site, www.jeffparishbids.net</u>, by the bid due date <u>and time. Late bids will not be accepted</u>.

> Jefferson Parish Purchasing Department 200 Derbigny Street General Government Building, Suite 4400 Gretna, LA 70053 Purchasing Specialist II Name: SHANNA FOLSE Purchasing Specialist II Email: <u>sfolse@jeffparish.net</u> Purchasing Specialist II Phone: 504-364-2680

BID SPECIFICATION

BID #50-00144265

LEASE CONTRACT FOR WIRELESS COMMUNICATIONS FACILITIES

The Parish of Jefferson is soliciting bids from qualified companies interested in leasing Jefferson Parish property for the purpose of installing wireless communications facilities in accordance with Sec. 2-877.3 of the Code of Ordinances of Jefferson Parish.

Sealed Bids will be received electronically through our E-Procurement site at <u>www.jeffparishbids.net</u> until 2:00 p.m., <u>March 12, 2024</u> and publicly opened thereafter. At no charge, bidders may submit via Jefferson Parish's electronic procurement page by visiting <u>www.jeffparishbids.net</u> to register for this **free** site.

1. BACKGROUND

On June 2, 1999, the Jefferson Parish Council passed Sec. 2-877.3 of the Code of Ordinances authorizing the Parish of Jefferson, or any sub districts within the Parish, to lease its property for the installation of equipment and/or towers related to the wireless transmission of intelligence. Jefferson Parish is now seeking bids from qualified companies who can comply with requirements of that ordinance and who have an interest in leasing certain Jefferson Parish property for the purposes of installing wireless communications facilities.

2. SCOPE OF LEASED PROPERTY

The scope of the property to be leased is as follows: (Please see the attached Exhibit "A" for a full legal description of these properties)

A. Land Space. A portion of raw, unimproved property on Estelle Playground for construction of a monopole and other appurtenant structures for operating a wireless communications tower.

B. Access and Utility Right of Way. Access road to be used to get to the land space where the tower and other structures are to be constructed. Will also provide right of way for utilities.

GPS Coords: Lon. 90°05'49.30"W

Lat. 29º49'05.40"N

3. LEASE CONTRACT

The successful bidder will be required to execute a lease which is similar in form and requirements to that attached hereto as Exhibit "B." The initial term of the lease shall be five (5) years with four (4) five-year options to renew. The minimum acceptable bid for the lease of the location specified in paragraph No. 2 shall be, at a minimum, in conformity with the appraisal(s) attached hereto and marked as Exhibit "C." No bid shall be considered unless it meets or exceeds the market value, i.e. the appraised price. The successful bidder shall provide insurance as required by the general conditions presented in this specification and the form lease attached as Exhibit "B" including workers' compensation, commercial general liability and owner's protective liability and builders risk insurance. Further, the successful bidder shall be responsible for payment of all fees including appraisals, property abstracts, attorney fees and other costs directly associated with preparation of the lease and equipment specifications. Such fees shall be due and payable at the time of execution for the lease agreement. Such fees are estimated to be approximately \$8,000.00 to \$10,000.00

The successful bidder shall be obligated to obtain written approval of the Parish for any and all subleases for co-location purposes with other communications entities and to share proportionate sub-lease revenues with the Parish receiving a minimum of 40% of such revenues. In connection with sub-leases for co-location, the sublessees will be required to execute a lease similar in form to the attached exhibit and to bear any and all costs as specified above.

4. SPECIFICATIONS

Specifications for the leased sites are attached as Exhibit "D" showing the exact location of each antenna, equipment shelter and for other equipment to be installed at each location and the space available for the installation. All construction and/or related installations have been approved by the heads of the departments managing the above property. All constructions and/or related installations must be installed in accordance with the specifications attached as Exhibit "D."

5. EXISTING USE

The subject property is currently vacant land.

6. LOCATOR MAP

A locator map is attached hereto as Exhibit "E."

7. PROPOSAL REQUIREMENTS

The Bidder shall carefully read the general conditions provided by the specifications. The Bidder shall state any exceptions to the general conditions, and the reasons for the exception. Note that the Parish is extremely reluctant to grant exceptions from the general conditions.

The Bidder shall demonstrate that it has the requisite financial ability and technical experience in the wireless communications field, and shall furnish proof of same.

BID SPECIFICATION WITH EXHIBITS

LEASE CONTRACT FOR WIRELESS COMMUNICATIONS FACILITIES

- Exhibit A Legal description of Parish property to be leased for wireless communication facility and antenna site.
- Exhibit B Lease Contract
- Exhibit C Appraisal
- Exhibit D Specifications for leased site
- Exhibit E Locator Map

ESTELLE PLAYGROUND CELL TOWER SITE

EXHIBIT A

LEGAL DESCRIPTIONS: 30' ACCESS & UTILITY SERVITUDE

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN TOWNSHIP 14 SOUTH, RANGE 23 EAST, PARISH OF JEFFERSON, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HWY 3134 AND THE APPARENT NORTH LINE OF THE PARENT TRACT, MARKED BY A 2" PIPE FOUND; THENCE S30°26'01"W A DISTANCE OF 137.65 FEET TO THE POINT OF BEGINNING FOR THE 30 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE N81°04'33"E A DISTANCE OF 235.29 FEET TO A POINT; THENCE S07°57'01"E A DISTANCE OF 42.79 FEET TO A POINT ON THE NORTHERN LINE OF THE PROPOSED LAND SPACE; THENCE ALONG SAID LINE S82°02'59"W A DISTANCE OF 30.00 FEET TO A POINT ON SAID LINE; THENCE LEAVING SAID LINE N07°57'01"W A DISTANCE OF 12.28 FEET TO A POINT; THENCE S81°04'33"W A DISTANCE OF 204.77 FEET TO A POINT; THENCE N08°55'27"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 7426.9 S.F, (0.170 ACRE), BEING SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

50' X 84.5' LAND SPACE FOR CELL TOWER AND EQUIPMENT

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN TOWNSHIP 14 SOUTH, RANGE 23 EAST, PARISH OF JEFFERSON, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HWY 3134 AND THE APPARENT NORTH LINE OF THE PARENT TRACT, MARKED BY A 2" PIPE FOUND; THENCE S30°26'01"W A DISTANCE OF 137.65 FEET TO A POINT; THENCE N81°04'33"E A DISTANCE OF 235.29 FEET TO A POINT; THENCE S07°57'01"E A DISTANCE OF 42.79 FEET TO A POINT ON THE NORTHERN LINE OF THE PROPOSED LAND SPACE; THENCE N82°02'59"E A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S07°57'01"E A DISTANCE OF 84.50 FEET TO A 1/2" IRON ROD SET; THENCE S82°02'59"W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N07°57'01"W A DISTANCE OF 84.50 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET BACK TO THE POINT OF BEGINNING; CONTAINING 0.097 ACRE (4,225 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

LEASE AGREEMENT

This Lease Agreement ("Agreement') is entered into as of this ____ day of _____, 2024, (the "Effective Date") by and between the Parish of Jefferson ("LESSOR"), represented herein by ______, Council Chairperson, duly authorized to act by Resolution No. _____, adopted on the ____ day of _____, 2024, and _____ ("TENANT"), authorized to do and doing business in the Parish of Jefferson, State of Louisiana, represented herein by _____, its _____, duly authorized to act by virtue of the resolution attached hereto.

I. <u>TERM</u>

(a) This Agreement shall be for an Initial Term of 5 (five) years to commence on the date the Premises are Ready for Occupancy or the date TENANT begins construction on the Premises, whichever is sooner (the "Commencement Date"). For the purposes of this Agreement, "Ready for Occupancy" shall mean the earlier of: (i) the date on which all certificates, permits and other approvals required by any federal, state or local governmental authorities for the operation of TENANT'S equipment on LESSOR'S property are obtained, or (ii) one hundred and eighty (180) days from the Effective Date; provided however, if TENANT has used its best efforts to secure the necessary certificates, permits and approvals and they have not been obtained within such one hundred and eighty (180) additional days, then TENANT shall have such additional period of time (not to exceed one hundred and eighty (180) days) as is reasonably necessary to obtain the necessary certificates, permits and approvals so long as TENANT diligently and continuously pursues them. In no event, however, shall the Commencement Date occur more than three hundred sixty (360) days from the Effective Date of the Agreement.

(b) TENANT shall have the option to extend the term of this Agreement for four (4) additional 5 (five) year terms. The option for the first extended term shall be deemed automatically exercised without notice by TENANT to LESSOR, unless TENANT gives LESSOR written notice of its intention <u>not</u> to exercise such extension option at least six (6) months prior to the end of the Initial Term. For each subsequent extension term option, TENANT must give LESSOR written notice of its intention to exercise such option at least six (6) months prior to the end of the then-current term. Should TENANT fail to provide LESSOR with such notice, this Agreement shall terminate at the end of the then-current term.

II. <u>PREMISES</u>

LESSOR hereby leases to TENANT for the installation, operation, maintenance and storage of a wireless communication antenna and related equipment that certain portion of a parcel of property in the Parish of Jefferson, State of Louisiana, all as more fully shown on the attached site plan marked as Exhibit "A-1, Specifications" and legal description marked as Exhibit "B-1, Description of the Property" (the "Premises"). TENANT acknowledges that the lease entered herein is only for a portion of the property described on Exhibit "B-1, Description of the Property".

III. <u>RENT</u>

(a) The rent for first year of the Initial Term shall be ______ and No/100 Dollars, per year, payable in equal monthly installments of ______ and No/100 Dollars, in advance, on or before the first day of the month, to LESSOR at the address for LESSOR stated in Section X or such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The first payment of rent will be due on the Commencement Date and shall be pro-rated for the portion of that calendar month remaining, plus the following month. The rent will be payable monthly in advance for the remainder of the term of the Agreement. The rent will increase five percent (5%) per annum, compounded annually during each year of the Initial Term and the first extended term.

(b) Six (6) months prior to the expiration of the first extended term and any additional extended term, LESSOR shall provide TENANT with an appraisal of the Premises by a Parish-

approved qualified appraiser familiar with the market value of the lease of sites for the installation of wireless communication antennae and/or towers. Said appraised new market value of the Premises shall be the rent for the following duly-exercised extended term; provided however, in the event that this appraisal is lower than the rent during the last year of the expiring extended term, the rent for the first year of the next extended term shall be five percent (5%) more than the rent for the last year of the expiring term and shall increase five percent (5%) per annum, compounded annually during each year of each extended term. All appraisal fees are to be paid by TENANT. If TENANT does not approve of the appraisal, TENANT shall notify LESSOR in writing at least three (3) months prior to the expiration of the then current extended term, and the Agreement shall expire at the end of the then current term.

(c) Rent shall be increased proportionally to any increase in space necessitated by additions to the TENANT'S improvements described in Section IV.

(d) TENANT shall pay to LESSOR, in addition to monthly rentals, any and all increases in the maintenance and/or renovation costs to the Premises and the surrounding property of any type, which are incurred by LESSOR and which result from TENANT'S antenna system, light pole(s), and/or related equipment and buildings and/or use of the Premises.

(e) LESSOR specifically waives the lessor's privilege and pledge, provided by the Louisiana Civil Code and other authorities, upon the TENANT'S equipment and improvements on the Premises. As consideration for such waiver, TENANT agrees to deposit with LESSOR a sum equal to one-half (1/2) of the annual rent for the first year of the Initial Term as security for payment of the rental and other charges under the terms of this Agreement. Said security deposit will be returned to TENANT at the termination or expiration of the Agreement less any amounts of unpaid rent or other charges or expenses owed by TENANT to LESSOR. LESSOR will hold TENANT's security deposit in an interest-bearing account, and interest thereon shall accrue to LESSOR.

(f) All taxes and assessments on the Premises directly resulting from any installation or modification of TENANT'S property shall be the responsibility of the TENANT.

(g) No improvements made by TENANT shall be deemed to be for the benefit and immediate use of LESSOR in order that no mechanic's or other liens for such improvements shall be allowed against LESSOR'S estate. In the event liens are filed against LESSOR'S estate, TENANT shall post a proper bond or discharge any lien encumbering the premises as a result of work and/or activities done by or authorized by TENANT within ten (10) days after TENANT becomes aware of the existence of a lien. TENANT shall be responsible for all costs and attorney fees related to any such liens.

IV. SPECIFICATIONS OF IMPROVEMENTS AND WORKS

(a) Antenna, Equipment. See attached plans, identified as Exhibit "A-1, Specifications" showing location and details of installation of antenna(s), monopole(s), masts, etc.

(b) **Equipment Shelter.** See attached plans, identified as Exhibit "A-1, Specifications" showing location and details of equipment shelter and peripherals.

(c) **Utility Easement.** See attached plans, identified as Exhibit "A-1, Specifications" showing location and details of utility easement, if applicable.

(d) The plans and specifications for all of TENANT'S improvements shall be approved and stamped by a professional engineer licensed to practice in the State of Louisiana and shall be drawn to scale.

V. OPERATION OF THE EQUIPMENT AND ACCESS TO THE LOCATION

(a) LESSOR grants TENANT the right for ingress and egress to the Premises, seven (7) days a week, twenty-four hours (24) a day, on foot or motor vehicle, including trucks for

installation and maintenance of utility wires, cables, conduits and pipes, over, under or along a right of way as necessary to secure the electric power, telephone or any other utilities that shall be required to install and operate TENANT'S antenna(s) on LESSOR'S property, all as shown on Exhibit "A-1, Specifications". TENANT shall be solely responsible for all expenses related to any construction, permits, etc. related to the implementation of TENANT'S access required for the installation, operation or maintenance of TENANT'S equipment. In addition, TENANT shall be solely responsible for any and all lights or any other warning devices or other safety items, including but not limited to fencing, warning and identification signage and lighting, required by the Federal Aviation Agency, the Federal Communications Commission or any other federal, state or local authority because of the installation, operation or maintenance of TENANT'S equipment located anywhere on the Premises.

(b) The positions on and/or the parcel leased by LESSOR to TENANT are to be used only for the installation, maintenance, and operation, all at TENANT'S sole expense, of the following wireless communication equipment and associated antennas:

Wireless communication antenna systems and associated equipment consisting of antenna arrays (*i.e.*, one or more antennas with their associated support equipment, interconnected, which comprise a single system), plus cabling, brackets, generator(s) equipment shelter, electrical service, fencing and any and all supporting structures for such systems and equipments, etc., are to be located on LESSOR'S property as described in Exhibit "A-1, Specifications". The antenna systems will be mounted as shown on plans identified as Exhibit "A-1, Specifications". LESSOR grants to TENANT the right to survey the property, to take measurements, make calculations, and to note other structures, setbacks, uses or other information as deemed by TENANT to be relevant and pertinent, as such information relates to LESSOR'S property. Cost for all such work shall be borne by TENANT.

(c) In addition, TENANT shall be responsible for the following:

(1) To install, at its sole expense, a lockable gate across the above described right of ingress and egress sufficient to properly secure the enclosure surrounding the TENANT'S improvements on the leased location.

(2) To properly secure, lock, and maintain said gate at all times during the term of this Agreement.

(3) To provide to LESSOR, at TENANT'S sole expense, with keys to said locks and gate.

(4) To ensure that TENANT use of the Premises does not interfere with the security, use and/or maintenance of the facility and/or any operations of any type by LESSOR on the Premises and surrounding property.

(5) To install, at TENANT'S sole expense, an electrical power source, feeder lines and meter, etc., for the operation and maintenance of TENANT'S equipment. TENANT shall provide a separate meter for the electricity needed to power TENANT'S equipment. In the event that TENANT requires an electric power supply different from the power currently available on the leased location, the TENANT shall so notify the LESSOR, in writing, indicating the specifications of TENANT'S additional requirements. LESSOR shall utilize its normal contractor to affect the construction and implementation of said requirements as may be allowed by local jurisdictions. TENANT shall be responsible for costs associated with said work and LESSOR shall pass through to the TENANT all costs associated with TENANT'S additional requirements. LESSOR shall invoice TENANT for said costs on the first day of the month following completion of such work at which time said invoices shall become due and payable within ten (10) days of the mailing of such invoice to TENANT; said invoice shall include a reasonable handling fee not to exceed ten (10) percent of the total charge.

(6) To provide security and safety fencing around their equipment.

(7) To provide and maintain landscaping where appropriate within the Premises.

(d) If at any time during the term of this Agreement, the Premises are abandoned by TENANT for a period of over sixty (60) days, LESSOR shall have the option to terminate the Agreement as abandoned. Within thirty (30) days of LESSOR'S notice of such termination, TENANT shall remove its equipment from the Premises. If said equipment is not removed by TENANT, LESSOR has the option to disconnect and remove said equipment, after providing TENANT with ten (10) days written notice of LESSOR'S intent to remove such equipment. LESSOR is not responsible for any damages to or loss of TENANT'S removed equipment and TENANT shall be responsible to reimburse LESSOR for removal and storage costs of equipment removed by LESSOR. Further, LESSOR shall not be responsible for any loss of profits or other business losses of any type resulting from the removal of TENANT'S equipment.

(e) TENANT shall use the Premises only for the purpose of constructing, maintaining and operating a wireless communication facility and uses incidental thereto, consisting of a building or buildings as necessary now or in the future to shelter telecommunications equipment and all necessary connecting appurtenances, as detailed in Exhibit "A-1, Specifications". A security fence shall be placed around the perimeter of the Premises (not including any access easement); said fence may be chain link construction, wood or similar but comparable construction at the option of LESSOR. All improvements, including but not limited to safety requirements, shall be at TENANT'S expense. TENANT will maintain the Premises in a reasonable condition. Any multi-use structure constructed by TENANT on the Premises for the location of TENANT'S equipment shall be maintained by TENANT, unless otherwise agreed in writing.

(f) TENANT shall obtain prior written consent from LESSOR to add to or alter the antenna, antenna system, buildings, or other facilities and/or equipment described and/or shown on Exhibit "A-1, Specifications" except for upgrades to equipment which do not result in any increase in the size, or location, of such equipment. Prior written consent shall also not be required in the event of an emergency. Except as outlined in Section XI, TENANT shall obtain prior written permission from LESSOR before entering into a sublease to another entity of any portion of the Premises including a sublease on a Parish structure or on a structure constructed by TENANT on LESSOR'S property.

(g) Interference with Equipment.

(1) LESSOR has no responsibility regarding the licensing, coordination of the location of the antenna or functioning of any of TENANT'S equipment located on the Premises.

(2) All frequency interference inquiries and complaints regarding interference shall be to the Federal Communications Commission and shall be the sole responsibility of TENANT.

(3) TENANT shall not in any way interfere with the LESSOR'S use of the Premises for any legitimate purpose including the installation of communication equipment; however, such communication equipment shall not interfere with the functioning of TENANT'S equipment installed on the Premises prior to the installation of LESSOR'S equipment.

(4) LESSOR shall in no way be responsible for the detection or removal of equipment that may interfere with the operation of TENANT'S equipment and TENANT shall have no recourse whatsoever against LESSOR for such interference. TENANT'S sole remedy for such interference shall be to report the alleged interfering operator to the Federal Communications Commission or any other applicable regulatory agency.

(5) Nevertheless, LESSOR shall require any future tenant to test its equipment before permanently installing it on the Premises to ascertain that said equipment will not cause interference with the operation of the equipment of LESSOR'S existing tenants

at that time. Any future tenant's equipment shall not be allowed to be permanently installed on the Premises until said future tenant has furnished written certification to any existing tenant that requests proof that such tests have shown that the equipment of said future tenant will not cause interference with the operation of existing tenant(s)' equipment. It will be the sole responsibility of existing tenant(s) to request said certification from future tenant(s).

(6) Under no circumstances shall LESSOR be responsible for any loss of profits or other business losses of any type resulting from interference in the operation of TENANT'S equipment by the operations of other equipment on the same location or on any other location.

TENANT hereby covenants that it shall bring onto the Premises no hazardous (h) substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively, "Environmental Hazards") other than those substances permitted by law and necessary to operate TENANT'S facility including emergency generators, if any. For purposes of this Agreement, the term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability ACT. (42 U.S.C. Section 6901 et seq.) (RCRA) and any regulations promulgated pursuant thereto. The terms "pollutants" shall be defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and regulations promulgated TENANT agrees to indemnify, save and hold harmless LESSOR, its pursuant thereto. successors and assignees, and their respective present and future officers, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including, but not limited to, the cost of defense, settlement, and reasonable attorney's fees) that the Indemnitees may hereafter suffer, incur, be responsible for or disburse as a result of: (a) any governmental action, order, directive, administrative proceeding or ruling; (b) personal or bodily injuries (including death) or damage (including loss of use) to any property (public or private); (c) cleanup, remediation, investigation or monitoring or any pollution or contamination of or adverse effects on human health or the environment; or (d) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Premises but only to the extent that any such existence is caused by the activities of TENANT'S officers, directors, employees, agents, or invitees. This provision shall survive the termination or expiration of this Agreement.

VI. <u>LIABILITY/INSURANCE/INDEMNITY</u>

(a) TENANT, prior to occupying the Premises or commencing work, shall provide, at its own expense, proof of the following insurance coverage by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VI. This requirement will be waived for worker's compensation coverage placed with companies who participate in the State of Louisiana Worker's Compensation Assigned Pool or the Louisiana Worker's Compensation Corporation.

(1) Worker's Compensation Insurance: As required by Louisiana State Statute exception; employer's liability limit shall be \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000.00 per occurrence.

(2) Commercial General Liability Insurance with a Combined Single Limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

- (i) Premises-operations;
- (ii) Broad form contractual liability;
- (iii) Products and completed operations;
- (iv) Use of contractors and sub-contractors;
- (v) Personal Injury;
- (vi) Board form property damage;

(vii) Explosion, collapse and underground (XCU) coverage.

"COMBINED SINGLE LIMITS:"

GENERAL CONTRACTS – \$1,000,000.00 NEW CONSTRUCTION/RENOVATIONS – \$1,000,000.00

(3) Business Automobile Liability Insurance with a Combined Single Limit of \$500,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include coverage for bodily injury and property damages for the following:

- (i) Any automobiles;
- (ii) Owned automobiles;
- (iii) Hired automobiles;
- (iv) Non-owned automobiles;

(4) Fire and Extended Coverage Insurance with a Combined Single Limit of \$500,000.00 per occurrence with LESSOR as well as the Parish of Jefferson as additional insured(s).

(b) LESSOR has the right but not the obligation to review and approve all certificates of insurance prior to the signing of this Agreement.

(c) An umbrella policy or excess may be used to meet minimum requirements. All property losses to LESSOR'S property for which TENANT is responsible, shall be payable to LESSOR and adjusted with the Jefferson Parish Risk Management Department.

(d) Should there be a material change in TENANT'S insurance policies as required in this Agreement during the term of this Lease, TENANT shall give LESSOR thirty (30) days notice as to said changes and will submit a certificate of insurance naming LESSOR as an additional insured.

(e) Failure of TENANT to take out and/or maintain insurance shall not relieve TENANT from any liability under this Lease, nor shall the insurance requirements be construed to conflict with the obligations of TENANT concerning indemnification.

(f) In the event that TENANT fails to maintain the insurance required by this agreement, LESSOR shall have the option, but not the obligation, to purchase said required insurance and TENANT shall be obligated to reimburse LESSOR for the cost of said insurance within thirty (30) days of receipt of written notice of demand for said reimbursement.

(g) LESSOR acknowledges that TENANT is or may be a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies. Notwithstanding any provision of the Agreement to the contrary, so long as TENANT or any subsidiary, or principal or other affiliate thereof, and has a substantial net worth, TENANT shall not be required to obtain or maintain any insurance policies otherwise required of TENANT under this Agreement and any such insurance as may be, from time to time, maintained by TENANT will be for the sole and exclusive benefit of TENANT in furtherance of its risk management and self insurance policies and programs. TENANT must produce to LESSOR financial statements and/or other documentation proving its net; said documentation shall be approved by the Jefferson Parish Risk Management Department before such a TENANT is acknowledged by LESSOR as selfinsured.

(h) To the fullest extent permitted by law, TENANT shall protect, defend, indemnify and save LESSOR, its agents, officials, employees, servants, including volunteers, or any firm, company, organization, or individual, or their contractors, or sub-contractors for whom LESSOR may be contracted, harmless from and against any and all claims, demands, loss or destruction of property, actions, and causes of actions of every kind and character, including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injury resulting from TENANT'S operations on LESSOR'S property, regardless whether others may be wholly, concurrently, partially, or solely negligent, or strictly liable, or absolutely liable or otherwise at fault, and regardless of any defect in the premises, equipment, or materials, irrespective of whether same pre-existed this agreement, except damages arising out of injuries to, or property claims of, third parties caused by the negligence of LESSOR, its agents, officials, employees. Further, TENANT shall indemnify LESSOR for all reasonable expenses and attorneys' fees incurred by LESSOR in establishing the right to indemnity pursuant to the provisions of this section.

(i) TENANT, at TENANT'S option, may obtain title insurance ("Leasehold Policy") on the leased parcel and parcel upon which the right of way is situated. LESSOR, at TENANT'S expense, shall cooperate with TENANT'S efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company.

(j) While in the performance of services or carrying out other obligations under this Agreement, the TENANT shall be acting in the capacity of an independent contractor and not as an employee of the LESSOR. The LESSOR shall not be obliged to any person, firm or corporation for any obligations of the TENANT arising under this agreement.

(k) LESSOR shall indemnify TENANT only for damages to its antenna or equipment caused by the negligence of LESSOR, its agents and employees and LESSOR will take reasonable and prudent precautions to prevent damage to TENANT'S antenna system, *i.e.*, notify TENANT when maintenance work is scheduled to be performed on the leased premises. LESSOR has no responsibility for damage to TENANT'S equipment and/or operations caused by third parties, including persons who may be on LESSOR'S premises by virtue of said premises being public property. In no event shall LESSOR be liable for any interruption of TENANT'S business or services. TENANT shall assume the risk and have no cause of action against LESSOR and/or third parties for damages to its equipment caused by usual and expected uses of the leased premises.

(l) TENANT will be responsible for any and all damages, losses and expenses and will indemnify LESSOR against and from any discovery by any persons of any and all hazardous wastes generated, stored, or disposed of as a result of TENANT'S installation, use or occupancy of LESSOR'S property.

(m) LESSOR will not be responsible for any damages, losses, and expenses whatsoever suffered by TENANT and will not indemnify TENANT against and/or from discovery by any persons of such hazardous wastes generated, stored, or disposed of on the aforementioned property whether before, during or after the term of this Agreement.

(n) TENANT shall certify that the proposed installation shall comply with all applicable industrial, electrical, safety, and building codes and regulations and with all applicable state, federal, or local regulations, present and future, concerning the effects of radio frequency emissions. TENANT'S failure to remain in compliance with said regulations shall be a breach of this Agreement.

VII. <u>TERMINATION</u>

(a) It is understood and agreed that TENANT shall apply for and make a good faith effort to obtain all certificates, permits and other approvals required by any federal, state or local authorities for the operation of TENANT'S equipment on LESSOR'S property. In the event, that during the term(s) of this Agreement, any such certificates, permits or other approvals should be finally rejected, or any such certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, TENANT shall have the option, but not the obligation to terminate this Agreement.

(b) Written notice of LESSOR'S exercise of its right to terminate and the termination date shall be given to TENANT. Except as provided in subsection (e) below, all rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

(c) TENANT, upon termination of this Agreement, shall, within forty-five (45) days, remove its personal property, improvements, fixtures, and equipment from the Premises and shall restore the Premises to its original above-grade condition, reasonable wear and tear excepted. Upon LESSOR'S written request to TENANT, TENANT shall leave the foundations for the equipment shelter and for the tower as well as the security fence. If a multi-use structure is being removed and the multi-use structure has replaced a prior structure on LESSOR'S property (e.g., a monopole with lights has replaced a prior light standard), TENANT shall have the option to replace the multi-use structure (e.g., a light standard) which shall serve the function(s) of the original structure and this structure shall become the property of LESSOR. If such time for removal causes TENANT to remain on the Premises after termination of this Agreement, TENANT shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal is completed.

(d) Should LESSOR, at any time during the term of this Agreement, (i) desire to transfer or convey all or any part of the Premises to a third party or (ii) desire to use the Premises for any purposes other than those provided for in Section II, then LESSOR shall have the right to terminate this Agreement upon six (6) months advance notice to TENANT; provided, however, that TENANT shall be afforded the opportunity to re-locate to a mutually acceptable site on the same or other property of LESSOR under such terms and conditions to be agreed to by the parties. All costs of TENANT'S re-location shall be borne solely by TENANT.

(e) If TENANT and LESSOR do not agree to TENANT'S re-location on LESSOR'S property, and TENANT is required to vacate LESSOR'S property, LESSOR will owe a refund to TENANT as follows:

(1) If TENANT is required by LESSOR to vacate the Premises within one (1) year of the Commencement Date, LESSOR will refund one hundred per cent (100%) of the monthly periodic payments that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises;

(2) If TENANT is required by LESSOR to vacate the premises within two (2) years of the Commencement Date, LESSOR will refund forty-five per cent (45%) of the monthly periodic payments of rent that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises;

(3) If TENANT is required by LESSOR to vacate the premises within three (3) years of the Commencement Date, LESSOR will refund thirty per cent (30%) of the monthly periodic payments of rent that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises;

(4) If TENANT is required by LESSOR to vacate the premises within four (4) years of the Commencement Date, LESSOR will refund fifteen per cent (15%) of the monthly periodic payments of rent that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises;

(5) If TENANT is required by LESSOR to vacate the premises within five (5) years of the Commencement Date, LESSOR will refund five per cent (5%) of the monthly periodic payments of rent that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises.

(6) If TENANT is required by LESSOR to vacate the premises later than five (5) years following the Commencement Date, LESSOR shall not make any refund of the monthly periodic payments of rent to TENANT.

(7) Under no circumstances shall LESSOR be required to refund to TENANT more than LESSOR has received from TENANT in monthly periodic payments of rent under this Agreement through the date that TENANT is given notice to vacate LESSOR'S Premises.

(f) Under no circumstances shall LESSOR be responsible for any loss of profits or other business losses of any type resulting from the termination of this Agreement before the expiration of the term of this Agreement.

(g) If the whole of the Premises, or such portion thereof as will make the Premises unusable by TENANT for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then this Agreement shall terminate as of the date when possession of the Premises is taken by public authorities, and TENANT'S rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder.

(h) Default by TENANT

In the event there is a default by TENANT with respect to any of the (1)provisions of this Agreement or its obligations hereunder, including the payment of rent, LESSOR shall give TENANT written notice of such default. Thereafter, TENANT shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default; provided, however, that TENANT shall have such extended period as may reasonably be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and TENANT commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against the TENANT unless and until the TENANT has failed to cure the same within the time periods provided in this paragraph; however, if TENANT is in default of the same or substantially similar obligation under this Agreement two (2) times during the term of this Agreement, then TENANT shall be in default under this Agreement without any notice or opportunity to cure if, during the remainder of the term of this Agreement, TENANT again violates or fails to comply fully with the same or any other substantially similar provisions of this Agreement. At LESSOR's option, default by TENANT shall entitle LESSOR to accelerate this Agreement under which all rent unpaid on the then current term shall become immediately due.

(2) Should TENANT be in default hereunder, LESSOR shall have the option, without further notice or putting in default, such notice being hereby waived, of invoking any or all of the following rights or remedies: (i) proceeding for all past due rent and damages caused by such default, reserving its right to proceed later for the remaining rent payments becoming due hereunder and to enforce later its legal remedies hereunder, and, at LESSOR's option, proceeding for specific performance and/or injunctive relief; or (ii) proceeding for all past due rent and damages caused by such default, declaring all unpaid installments of rent for the entire term of this Agreement immediately due and payable, and proceeding to enforce its rights and remedies hereunder; or (iii) proceeding for all past due rent and damages caused by such default and canceling and terminating this Agreement. All rights and remedies of LESSOR under this Agreement or allowed by law.

(i) TENANT will give LESSOR immediate notice of any damage to the Premises caused by fire, flood, wind, storm, or other act of nature or by civil commotion ("Casualty"). If

the Premises are damaged or destroyed to such an extent that it is no longer usable by TENANT and if such damage or destruction cannot be repaired within ninety (90) days, then either TENANT or LESSOR will have the right, at its option, to terminate this Agreement by notice to the other given within thirty (30) days after the date of the damage or destruction. If either party elects to terminate this Agreement as aforesaid, then this Agreement will come to an end on the date of the Casualty with the same effect as if such date were the original termination date hereof, and all rent will be paid by TENANT through the date of the Casualty. If the Premises are damaged or destroyed by Casualty, but this Agreement is not terminated either because the damage or destruction is not sufficiently extensive to give either party that right or because the parties elect to retain this Agreement in effect, then TENANT will perform repairs or restoration to the Premises at TENANT's cost. TENANT's rent will be abated during the period repairs or restoration are performed by TENANT, not to exceed one hundred and eighty (180) days from the date of the Casualty, in an amount that is proportionate to the portion of the Premises, if any, that cannot be used for TENANT's purposes. TENANT will have no claim against LESSOR in tort, contract or otherwise arising from or as a result of the destruction or any damage to the Premises or any property contained therein, by any Casualty, or from a termination of this Agreement in accordance with this Article.

(j) In any case, LESSOR will not be liable for damages suffered by TENANT, its agents, assigns or customers resulting from delay in repair to the Premises after damage or destruction prevents TENANT'S use of Premises. TENANT further agrees to hold harmless and indemnify LESSOR for any claim resulting from or caused by the interruption of use of the Premises by TENANT when such interference results from damages or destruction caused by fire, wind or other act of nature.

VIII. <u>WARRANTIES</u>

LESSOR assures that LESSOR is seized of good and sufficient title and interest to the Premises. LESSOR further assures that there are no other liens, judgments or impediments of title on the Premises.

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

IX. <u>SIGNAGE</u>

TENANT shall not place or cause to be placed on the Premises any sign or exterior indication other than those required by federal, state and local law and in addition, one (1) small name plate of not more than two (2) square feet on which the TENANT'S name and twenty-four hour emergency telephone number(s) only are clearly stated. Said sign shall be required for safety purposes.

X. <u>NOTICES</u>

All notices hereunder must be in writing and shall be deemed validly given if sent by a nationally recognized overnight carrier or by certified mail, return receipt requested, and shall be effective upon mailing. All notices shall be addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT:

LESSOR: Jefferson Parish Attorney's Office

Property Section 1221 Elmwood Park Blvd., Suite 701 Jefferson, LA 70123

XI. <u>ASSIGNMENT</u>

TENANT may not sublet, assign, or otherwise transfer all or any part of its (a) interest in this Agreement or in the Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld; provided that: (i) TENANT is not in default of any of its obligations under this Agreement, (ii) all terms and conditions of the proposed assignment or sublease shall be provided to LESSOR in advance, (iii) the proposed sublease or assignment requires the sublessee or assignee to use the Premises for the same purposes as are required in this Agreement and under the same terms and conditions as contained in this Agreement, (iv) LESSOR shall be entitled to Forty Percent (40%) of all revenue received by TENANT from any such assignee or subtenant during the Initial Term of this Agreement, (v) LESSOR shall be entitled to Forty Percent (40%) of all revenue received by TENANT from any such assignee or subtenant during any extended term of this Agreement, and (vi) such assignment or transfer shall not relieve LESSOR from any of its obligations under this Agreement and the proposed sublessee or assignee agrees that it will be solidarily bound with TENANT to LESSOR for the full performance of all of TENANT's obligations under this Agreement. LESSOR's portion of revenue from any assignee or subtenant described above shall be in addition to the rent owed by TENANT as stated in Section III.

(b) Notwithstanding the foregoing subsection (a), TENANT may assign its interest to its principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of TENANT'S assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. In addition, TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer, without LESSOR'S consent, TENANT'S interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom TENANT has obligations for borrowed money or in respect of guaranties thereof, has obligations evidenced by bonds, debentures, notes or similar instrument, or has obligations under or with respect to letters of credit, banker's acceptances and similar facilities or in respect of the guaranties thereof.

(c) LESSOR may assign all or any part of its interest in this Agreement upon written notice to TENANT.

XII. APPLICABLE LAW AND CHOICE OF FORUM

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Louisiana and the parties hereto submit to the jurisdiction of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

XIII. <u>SEVERABILITY</u>

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provisions were not contained herein.

XIV. BINDS ALL SUCCESSORS

This Agreement shall extend to and bind the heirs, personal representatives and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed on the dates indicated below.

PARISH OF JEFFERSON (LESSOR): [...] (TENANT):

By: _____ Its: Council Chairperson Date: _____

By:	
Its:	_
and Authorized Representative	
Date:	

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN that on the day indicated below, before me, the undersigned notary public, personally came and appeared, _____, who executed the foregoing agreement Parish Jefferson and by and between the of _____, and declared and acknowledged that s/he is an authorized representative of the Parish of Jefferson (as "LESSOR"), and that s/he executed said instrument of her own free will and deed for the uses, benefits and purposes therein expressed, after having read the instrument in full.

COUNCIL CHAIRPERSON:

WITNESSES:

Print name:

Print name:

SWORN TO AND SUBSCRIBED BEFORE ME, THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC
Name: ______
Bar/Notary No. ______
Commission Expires: ______

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF __________, INCORPORATED, DULY NOTICED AND HELD ON _______, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _______, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

> I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-bycase basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish**, **its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☑ WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☑ <u>COMMERCIAL GENERAL LIABILITY</u>

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☑ COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

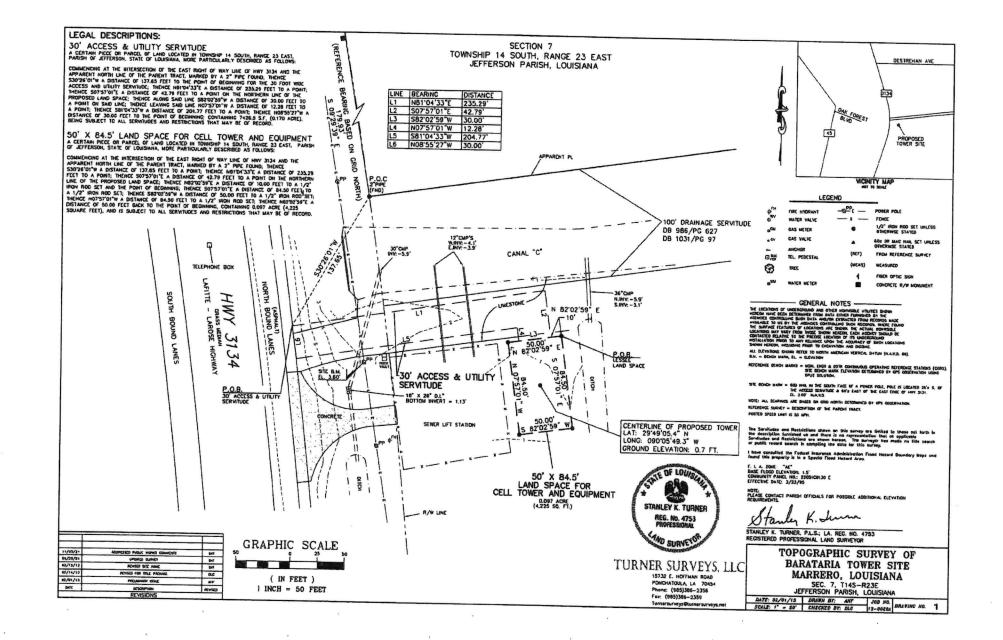
OWNER'S PROTECTIVE LIABILITY

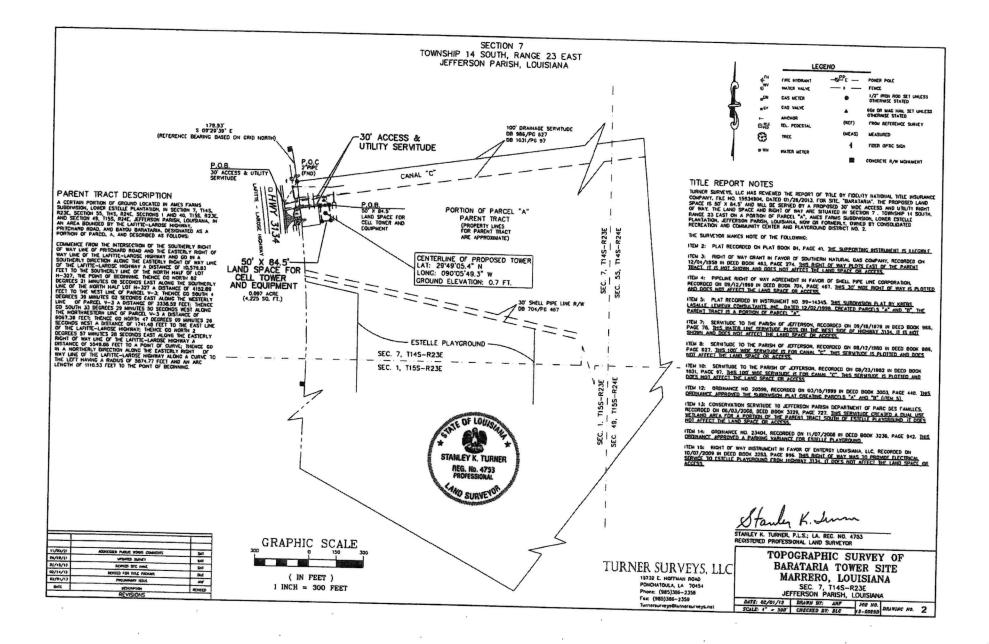
To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

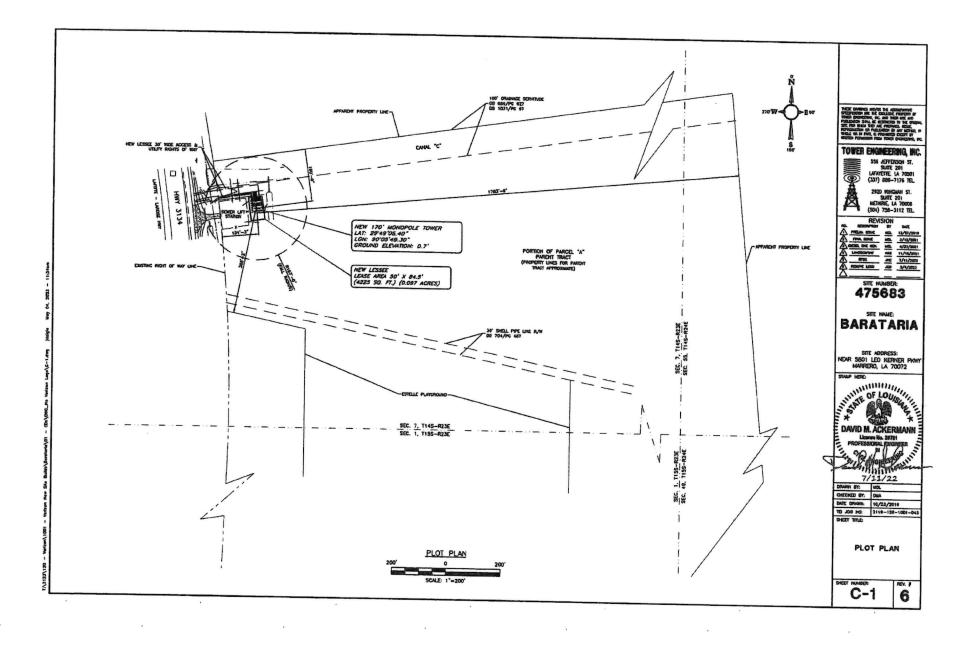
BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

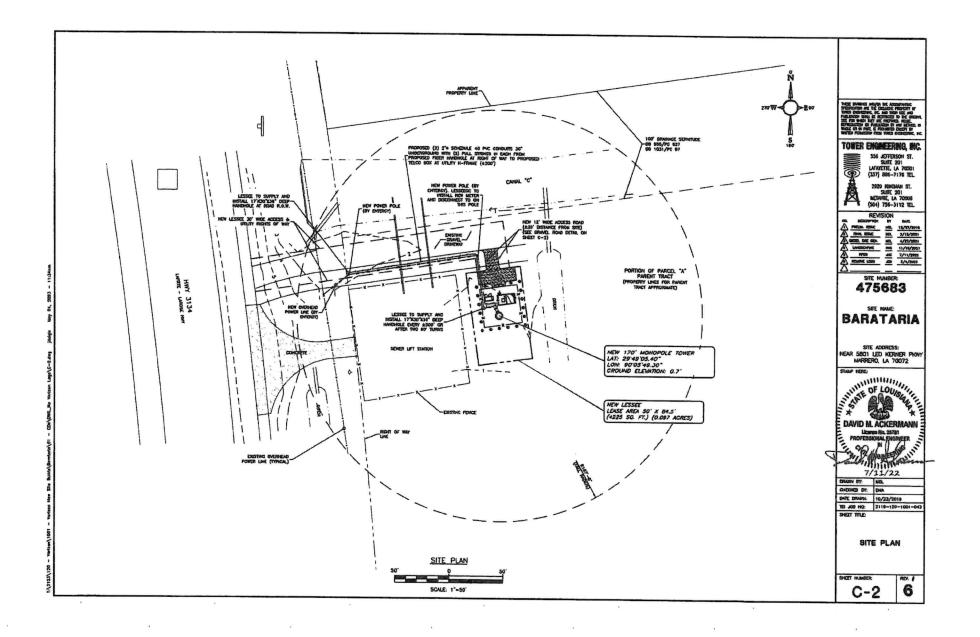
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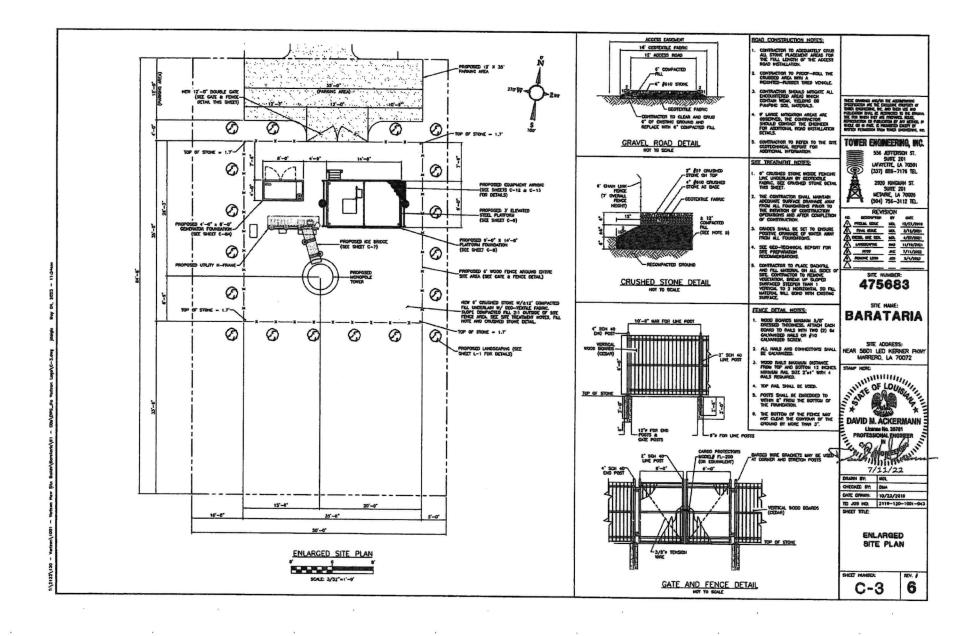


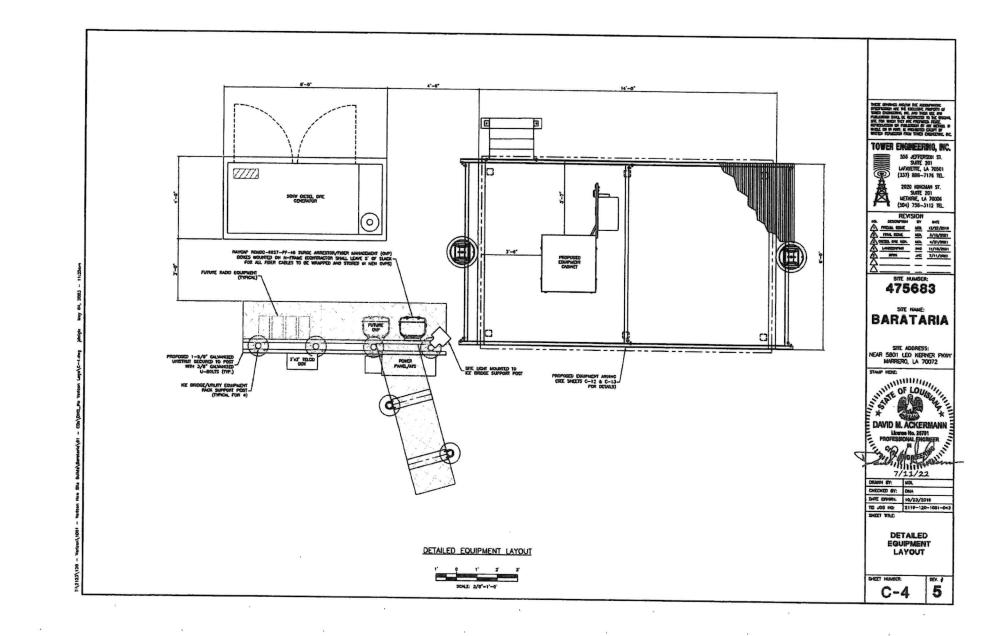


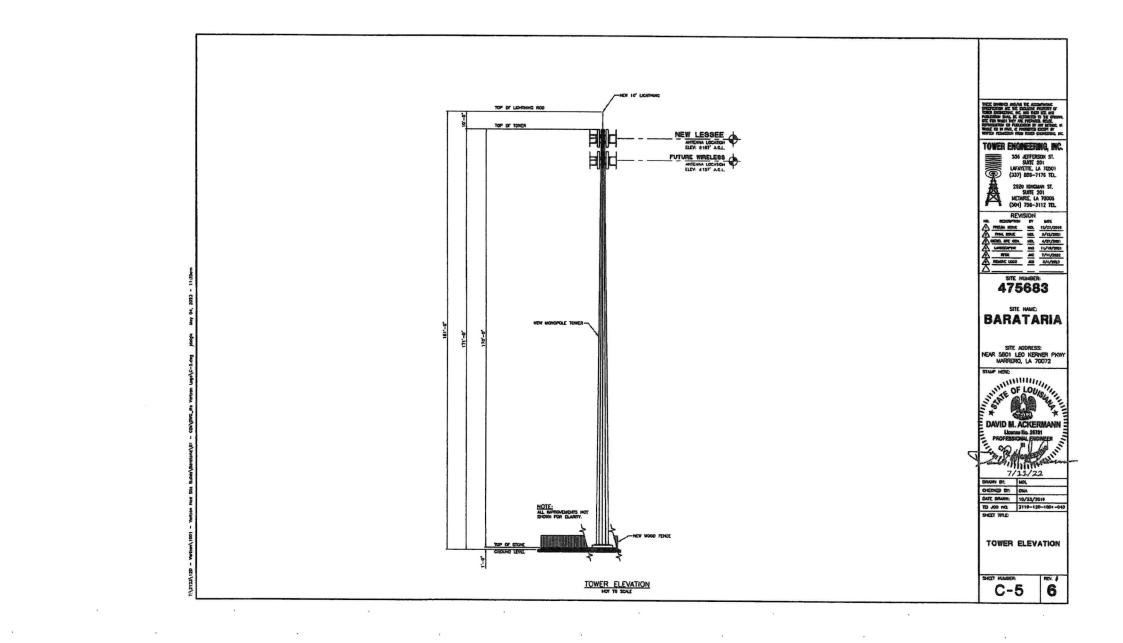




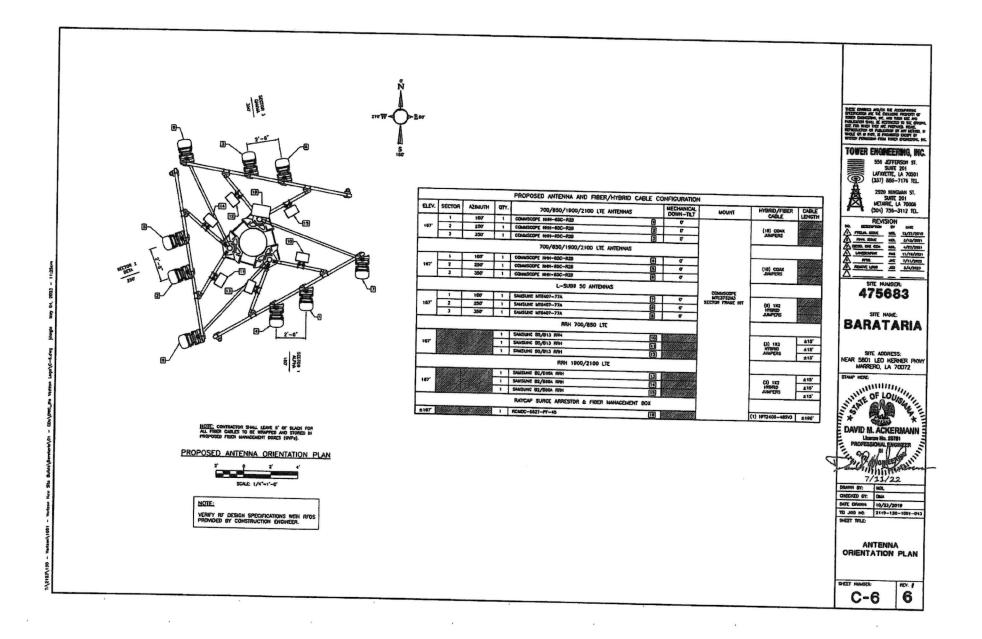
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ESTELLE PLAYGROUND CELL TOWER SITE

LEGAL DESCRIPTIONS: 30' ACCESS & UTILITY SERVITUDE

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN TOWNSHIP 14 SOUTH, RANGE 23 EAST, PARISH OF JEFFERSON, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HWY 3134 AND THE APPARENT NORTH LINE OF THE PARENT TRACT, MARKED BY A 2" PIPE FOUND; THENCE S30°26'01"W A DISTANCE OF 137.65 FEET TO THE POINT OF BEGINNING FOR THE 30 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE N81°04'33"E A DISTANCE OF 235.29 FEET TO A POINT; THENCE S07°57'01"E A DISTANCE OF 42.79 FEET TO A POINT ON THE NORTHERN LINE OF THE PROPOSED LAND SPACE; THENCE ALONG SAID LINE S82°02'59"W A DISTANCE OF 30.00 FEET TO A POINT ON SAID LINE; THENCE LEAVING SAID LINE N07°57'01"W A DISTANCE OF 12.28 FEET TO A POINT; THENCE S81°04'33"W A DISTANCE OF 204.77 FEET TO A POINT; THENCE N08°55'27"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 7426.9 S.F, (0.170 ACRE), BEING SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

50' X 84.5' LAND SPACE FOR CELL TOWER AND EQUIPMENT

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN TOWNSHIP 14 SOUTH, RANGE 23 EAST, PARISH OF JEFFERSON, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HWY 3134 AND THE APPARENT NORTH LINE OF THE PARENT TRACT, MARKED BY A 2" PIPE FOUND; THENCE S30°26'01"W A DISTANCE OF 137.65 FEET TO A POINT; THENCE N81°04'33"E A DISTANCE OF 235.29 FEET TO A POINT; THENCE S07°57'01"E A DISTANCE OF 42.79 FEET TO A POINT ON THE NORTHERN LINE OF THE PROPOSED LAND SPACE; THENCE N82°02'59"E A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S07°57'01"E A DISTANCE OF 84.50 FEET TO A 1/2" IRON ROD SET; THENCE S82°02'59"W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 84.50 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N82°02'59"E A DISTANCE OF 50.00 FEET BACK TO THE POINT OF BEGINNING; CONTAINING 0.097 ACRE (4,225 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.



Market Rent Report

Proposed Cell Tower Site- Vacant Land 5801 Leo Kerner Boulevard/Highway 3134 Marrero, Jefferson Parish, Louisiana 70072

Report Date: April 11, 2023



FOR:

Jefferson Parish Attorney's Office Ms. Nicole M. Tomba 1221 Elmwood Park Boulevard Jefferson, Louisiana 70123

Client Number:

Valbridge Property Advisors |

2030 Dickory Avenue, Suite 200 New Orleans, LA 70123 504.541.5100 phone 504.541.5107 fax *valbridge.com*

Valbridge File Number: LA01-23-0056-000



April 11, 2023

2030 Dickory Avenue, Suite 200 New Orleans, LA 70123 504.541.5100 phone 504.541.5107 fax valbridge.com

Andrew Miles 504.541.5106 amiles@valbridge.com

Ms. Nicole M. Tomba Senior Assistant Parish Attorney Jefferson Parish Attorney's Office 1221 Elmwood Park Boulevard Jefferson, Louisiana 70123

RE: Market Rent Report Proposed Cell Tower Site- Vacant Land 5801 Leo Kerner Boulevard/Highway 3134 Marrero, Jefferson Parish, Louisiana 70072

Dear Ms. Tomba:

In accordance with your request, we have performed a market rent appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject property, as referenced above, is located at 5801 Leo Kerner / Lafitte Parkway on a portion of Lot A, Lower Estell Plantation Subdivision and is further identified as tax parcel 9430008054. The subject site is a 0.1-acre or 4,225-square-foot parcel. THIS IS THE PROPERTY INTRODUCTION PANEL

The analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and the requirements of the client.

The client in this assignment is Jefferson Parish Attorney's Office and the intended of this report Jefferson Parish Attorney's Office and no others. The intended use is for market rent. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:



Extraordinary Assumptions:

• None

Hypothetical Conditions:

None

The Market Rent conclusions are based on the analysis in the following report and presented in the following table:

Market Rent Summary	
Market Estimates	
Potential Rental Rate Average	\$2.50 psf
Lease Structure	Triple Net
Estmated Market Rent, Annual	\$10,560.00
Estmated Market Rent, Monthly	\$880.00

Respectfully submitted, Valbridge Property Advisors |

un B. Miles

Andrew B. Miles, Jr. Senior Appraiser Louisiana Certified General Real Estate Appraiser #G1337



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Summary of Salient Facts

Property Identification	
Property Name	Proposed Cell Tower Site- Vacant Land
Property Address	5801 Leo Kerner Boulevard/Highway 3134
	Marrero, Jefferson Parish, Louisiana 70072
Latitude & Longitude	29.817567, -90.094458
Census Tract	278.19
Tax Parcel Number	9430008054
Property Owner	Jefferson Parish
Site	
Zoning	Suburban Residential District/Commercial Parkway Overlay
	Zone (R-1B with CPZ Overlay)
FEMA Flood Map No.	22051C0275F
Flood Zone	Х
Gross Land Area	0.097 acres
Usable Land Area	0.097 acres
Valuation Opinions	
Highest & Best Use - As Vacant	Develop with income producing infrastructure such as a
	communications tower or billboard.
Reasonable Exposure Time	Less than 12 months
Reasonable Marketing Time	Less than 12 months



Aerial and Front Views

AERIAL VIEW

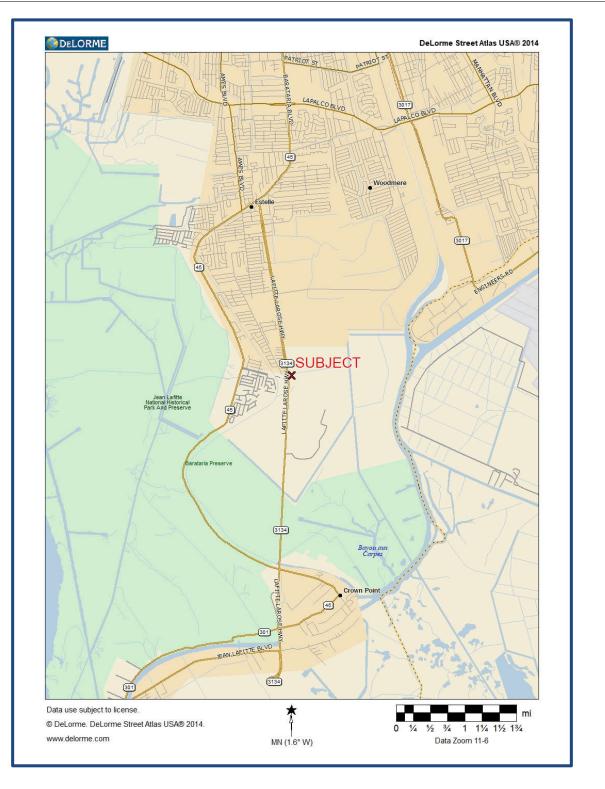


FRONT VIEW





Location Map





Introduction

Client and Intended Users of the Appraisal

The client in this assignment is Jefferson Parish Attorney's Office and the intended user of this report is the Jefferson Parish Attorney's Office. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report:

- i. The borrower(s) on any loans or financing relating to or secured by the subject property,
- ii. Any guarantor(s) of such loans or financing; or
- iii. Principals, shareholders, investors, members or partners in such borrower(s) or guarantors.

Intended Use of the Appraisal

The intended use of this report is to estimate market rent.

Real Estate Identification

The subject property is located at 5801 Leo Kerner Boulevard/Highway 3134, Marrero, Jefferson Parish, Louisiana 70072. The subject property is further identified by the tax parcel 9430008054.

Legal Description

A certain portion of ground located on Lot A, Ames Farms Subdivision, Lower Estelle Plantation in Section 7, Township 14 South, Range 23 East, Section 55, Range 24 East, Sections 1 and 40, Township 15 South, Range 23 East, and Section 49, Township 15 South, Range 24 East, Jefferson Parish, Louisiana

Use of Real Estate as of the Effective Date of Value

As of the current date of value, the subject was a vacant parcel of land.

Use of Real Estate as Reflected in this Market Rent Appraisal

The current opinion of value for the subject property reflects use as a ground lease for a communications (cell tower.

Ownership of the Property

According to Public Records, title to the subject property is vested in Jefferson Parish.

History of the Property

Ownership of the subject property has not changed within the past three years.

Type and Definition of Value

The appraisal problem is to develop an opinion of the market rent of the subject property. Market rent is defined as the "the most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

• Lessee and lessor are typically motivated;



- Both parties are well informed or well advised, and acting in what they consider their best interests;
- Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
- The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual,
- monthly, etc.), and tenant improvements (TIs)."¹

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights, and Effective Dates of Report Opinion

Opinions of value for the subject property were developed under the following valuation scenarios:

Valuation Scenario	Effective Date of Value
Market Rent Estimate	March 30, 2023

Date of Report

The date of this report is April 11, 2023.

List of Items Requested but Not Provided

• All information requested has been provided

Assignment Issues

Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

Extraordinary Assumptions

None

Hypothetical Conditions

None

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, (7TH ed.). Chicago, Illinois: Appraisal Institute.



Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- <u>Legal Characteristics</u> The subject was legally identified via public records, and client supplied documents.
- <u>Economic Characteristics</u> The subject property economic characteristics were identified via information provided by the client, public records, market surveys, discussions with market participants, and the files of Valbridge Property Advisors..
- Physical Characteristics The subject property physical characteristics were identified via .

Extent to Which the Property Was Inspected

An appraisal inspection of the subject property a general inspection of the property by the appraiser was completed on 3/31/2023.

Type and Extent of Data Researched

The following data was researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. Professionals familiar with the subject market/property type were also interviewed.

Type and Extent of Analysis Applied (Valuation Methodology)

An estimate of market rent for the subject property was developed based on observing the subject property characteristics and researching comparable properties. The market rent estimate is a component of the Income Capitalization Approach that also involves occupancy, expense, and capitalization rate estimates. The objective of this assignment is a market rent analysis; therefore, the sales comparison approach, cost approach and non-pertinent components of the income capitalization approach were not developed.

Appraisal Conformity and Report Type

The analyses, opinions, and conclusions were developed and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and the requirements of our client. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.



Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.



City and Neighborhood Analysis

NEIGHBORHOOD MAP



Overview

The subject is located in Marrero, Jefferson Parish.

Neighborhood Location and Boundaries

The subject neighborhood is suburban in nature bounded by Lapalco Boulevard to the north, the Harvey Canal / Intercoastal Waterway to the east, Crown Point, LA to the south, and Bayou Signette & Lake Salvador to the west.

Transportation Access

Within the immediate area of the subject property, transportation access helps define the character of its development. Major travel and commuter routes within the area of the subject property include LA Highway 3134 and Lapalco Boulevard. Access to the area is considered average.

Road Improvements

There are no major road improvements on-going.

Neighborhood Land Use

The subject neighborhood is located in an area with primarily residential land uses. An approximate breakdown of the development in the area is as follows:



LAND USES

Total	100%
Vacant	35%
Industrial	0%
Office	2%
Retail	3%
Residential	60%
Developed	50%

Land Use Trends

The neighborhood is not experiencing a change in land use. Nearby uses follow:

Demographics

The following table depicts the area demographics in Marrero within a one-, three-, and five-mile radius from the subject.



Neighborhood Demographics			
Radius (Miles)	1 Mile	3 Mile	5 Mile
Population Summary			
2020 Population	3,293	27,816	76,339
2022 Population Estimate	4,154	28,443	76,945
2027 Population Projection	4,183	28,012	75,735
Annual % Change (2022 - 2027)	0.1%	-0.3%	-0.3%
Housing Unit Summary			
2020 Housing Units	1,092	9,342	26,959
% Owner Occupied	90.8%	83.8%	74.9%
% Renter Occupied	6.7%	11.6%	19.0%
2022 Housing Units	1,492	10,278	28,728
% Owner Occupied	93.2%	82.1%	74.4%
% Renter Occupied	4.1%	14.5%	21.1%
2027 Housing Units	1,516	10,273	28,696
% Owner Occupied	93.1%	81.9%	74.6%
% Renter Occupied	3.8%	13.9%	20.2%
Annual % Change (2022 - 2027)	0.4%	0.0%	0.0%
Income Summary			
2022 Median Household Income Estimate	\$83,943	\$67,853	\$64,323
2027 Median Household Income Projection	\$92,665	\$78,894	\$75,496
Annual % Change	2.0%	3.1%	3.3%
2022 Per Capita Income Estimate	\$36,947	\$29,477	\$29,575
2027 Per Capita Income Projection	\$42,186	\$33,749	\$33,999
Annual % Change	2.7%	2.7%	2.8%
Source: ESRI (ArcGIS)		(Lat: 29.817567, L	on: -90.0944 <mark>58)</mark>

Within a three-mile radius, the reported population is with a projected growth rate of approximately annually. There are 9,342 housing units within that three-mile radius. The growth rate is expected to be flat over the next year. Most of the housing is owner-occupied. Our research indicates that property values in the area are stable to increasing.

Within a three-mile radius, the median household income is \$67,853. Looking ahead, annual household income growth is projected at 3.1% per year. The average income figures suggest that the inhabitants are within the middle income brackets.

Nuisances & External Obsolescence

Neighborhood properties have adequate levels of maintenance. No adverse or unfavorable factors were observed.

Neighborhood Life Cycle

Most neighborhoods are classified as being in four stages: **growth**, **stability**, **decline**, and **renewal**. Overall, the subject neighborhood is in the stability stage of its life cycle.



Immediate Area Uses

The below aerial photo exhibits the uses located in the subject's immediate vicinity.

Chùa Phước Ngu Desiree Dunn a Game Cl Advanced Electronic Comfort Specia Conditioning & T W General Contracting e Play JBL Homes - Acadiana Jefferson Parish ff's Office Third. Marshland Construction St Joachim Church unch Parc Des Familles

IMMEDIATE AREA USES

Source: Google Maps

Uses along the subject's 30' access easement from LA Hwy 3134 in the vicinity of the subject are primarily residential in nature. Recognized uses in the immediate area of the subject include Jefferson Parish Recreation facilities, the J.P. Sheriff's Office, and single-family residential subdivisions with home occupations. As shown above, the density of uses in the area is relatively low.

A drive of the neighborhood revealed that occupancies in the area are reasonably high but that turnover is common. Most users of properties are second generation or beyond.

Analysis and Conclusions

The neighborhood is characterized by established single-family subdivisions, several public recreation properties, and large swaths of undeveloped land. While residents tend to be satisfied with the

Page 8



neighborhood and the Parish is the metropolitan area's economic engine, in-migration is forecast to be flat over the next calendar year. This is anticipated to remain for the foreseeable future.



Site Description

The subject site is located at Louisiana Highway 3134 (Leo Kerner / Laffite Highway) and Jefferson Parish Canal "C". Access and egress are provided by an easement along the north bound side of LA Hwy-3134. The characteristics of the site are summarized as follows:

Site Characteristics	
Gross Land Area:	0.10 Acres or 4,225 SF
Usable Land Area:	0.10 Acres or 4,225 SF
Usable Land %:	100.0%
Shape:	Rectangular
Average Depth:	84.50 feet
Topography:	Level
Drainage:	Adequate
Grade:	At street grade
Utilities:	All are available
Off-Site Improvements:	Aggregate surfaced drive, overhead power and electric along Leo Kerner Hwy.
Interior or Corner:	Interior
Signalized Intersection:	No:
Excess/Surplus Land:	None

Street Frontage / Access		
Frontage Road	Primary	Secondary
Street Name:	30' access easment from LA Hwy 3134	
Street Type:	Servitude	
Frontage (Linear Ft.):	30.00	
Number of Curb Cuts:	1	
Traffic Count (Cars/Day):	4,4984,498	
Additional Access		
Alley Access:	No	
Water or Port Access:	No	
Rail Access:	No	
Flood Zone Data		
Flood Map Panel/Number:	22051C0275F	
Flood Map Date:	02-02-2018	
Flood Zone:	X; An area of minimal flood hazard, use above the 500-year flood level. Flood I mandatory in this Flood Zone.	

Stroot Frontago / Accoss



Portion in Flood Hazard Area: 100.00%

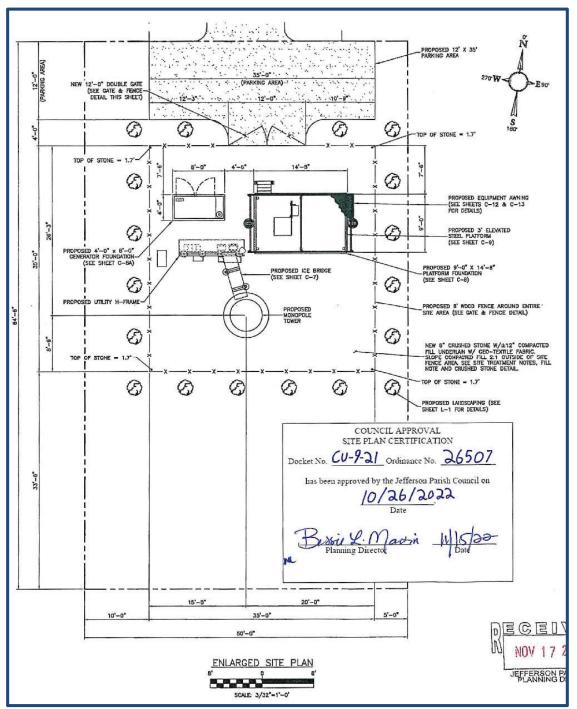
Other Site Conditions	
Soil Type:	Typical of the Area
Environmental Issues:	No environmental issues were noted at the time of inspection or disclosed by involved parties that would impact value.
Easements/Encroachments:	Right-of-Way easement and utility
Earthquake Zone:	not a known earthquake zone.
Wetlands Classification:	Not classified as wet.
Adjacent Land Uses	
North:	Drainage canal & undeveloped land
South:	Public recreation
East:	Undeveloped land & drainage canal
West:	State highway and residential subdivisions
Site Ratings	
Access:	Average
Visibility:	Average
Zoning Designation	
Zoning Jurisdiction:	Jefferson Parish
Zoning Classification:	R-1B with CPZ Overlay, Suburban Residential District/Commercial Parkway Overlay Zone
General Plan Designation:	Suburban Residential
Permitted Uses:	Homes, utility structures, land
Zoning Comments:	This district is intended for single-family low density living only. Uses are limited to single-family detached dwelling units and such necessary or desirable uses that are normally compatible with residential living. The special permitted use criteria are designed to service low density residential development to ensure compatibility and minimize impact on residences.

Analysis/Comments on Site

Site is located east of La Hwy 3134 and south of Jefferson Parish's Canal "C", on Parish land just north of Estell Playground and is located within the flood protection levee. The area west of Hwy 31334 is composed of densely populated single-family residential subdivisions and large tracts of undeveloped land.

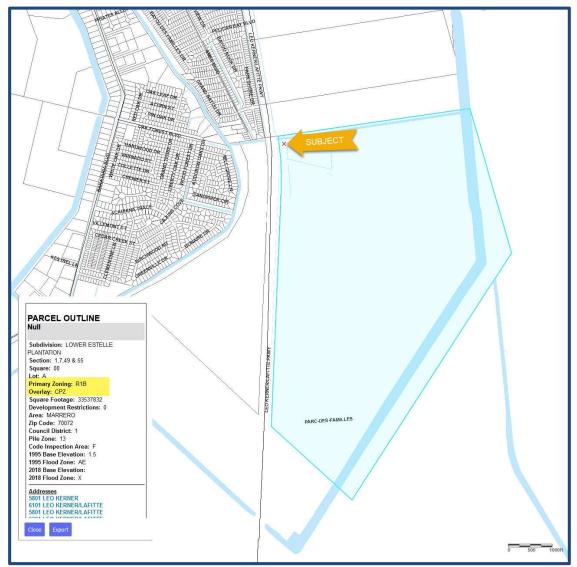


LEASE AREA SURVEY



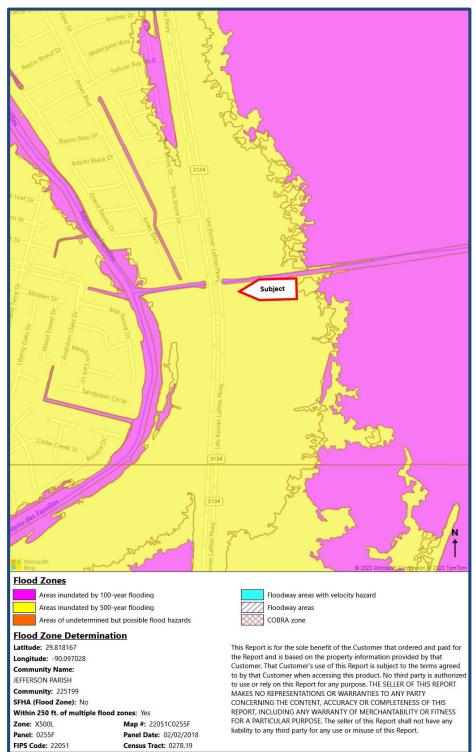


PLAT MAP WITH ZONING





FLOOD MAP





Subject Photographs



Looking south along LA Hwy 3134 with subject access/egress frame left



Looking east along access/egress from LA Hwy 3134





Looking south from access/egress at subject's north (front) side



Looking west along access/egress with subject frame left



Assessment and Tax Data

Assessment Methodology

The appraised value for the subject property is determined by the Jefferson Parish assessor. The basis for the property assessment, or taxable value, in the jurisdiction is 100.0% of appraised or market value. The subject property is currently under the ownership of Jefferson Parish and is tax exempt.

The subject's lease area is located within a larger parcel and the Parish Assessor has not yet published ad valorem taxes; therefore, the appraiser is not able to report the subject's proposed or actual Real Estate Taxes.



Market Analysis

Inflation

Inflation is perhaps the biggest 2023 concern for CRE markets and investors. High inflation rates are being driven by both demand (stimulus, more businesses opening, high savings rates) and supply factors (labor shortages and supply chain disruptions). While at the highest rate in 30 years, inflation will likely stay high for the next year. The following table presents historical inflations rates:



ANNUAL CPI RATE OF CHANGE

Source: U.S. Bureau of Labor Statistics

The November 2022 CPI reading was an annual rate of 7.1%, down from the annual rate of 9.0% in June, a pace not seen since 1990. Because of the unique nature of the causes of this rate of inflation, the demand outlook does not point to accelerating inflation over the medium term, which is most important for the overall economic outlook and for decision makers at the Federal Reserve. Market participants anticipate that the Fed will continue to hike interest rates in early 2023 to combat inflation. The biggest risk is that unexpected runaway inflation would be damaging to the economy and negatively affect commercial property markets. However, this is not the expected scenario and elevated inflation can have a net positive impact on commercial property values.

Interest Rates

To combat inflation, the Federal Reserve raised the federal funds rate by 25 basis points in March 2022, reflecting the first increase since 2018. However, this increase had little to no impact in year over year inflation and the Federal Reserve raised rates by an additional 50 basis points in May 2022, followed by 75 basis points in June, July, September, and November 2022. Interest rate increases were moderated in December at 50 basis points in response to CPI rolling over.

Interest rate increases affect capital-intensive industries like real estate. As credit becomes more expensive, investor return requirements increase, which can lead to higher capitalization rates expectations. As inflation persists and the market anticipates additional rate hikes by the Fed, slower growth in CRE pricing and transactions is expected.



In general, nominal (non-inflation adjusted) real estate returns perform well under a variety of rate environments, while inflation-adjusted real estate returns are strongest during periods of stability, according to research done by Trepp. In a March 2022 report on interest rates and commercial real estate, moderate declines or slight increases (0 to 50 basis points) create the strongest returns, with median annual growth at 3.1%. Trepp outlined the following possible impacts of higher interest rates on major CRE sectors:

Multifamily

Issuance in this sector surged in the low-interest-rate environment of 2020 and 2021 Sharply higher interest rates put a dent in issuance in late 2022, as higher borrowing costs reduced demand for debt financing. In the long-term, issuance could rebound. Despite the current trend of declining unemployment and rising income, wage inflation is outpacing price inflation as of now. If this inflation trend continues, consumer demand could be pushed further toward rental properties.

However, the market is currently experiencing a shift away from renting. According to data from the United States Census Bureau, the homeownership rate increased to 65.5% in Q4 2021, a decline from the Q2 2020 peak of 67.9% (a rate height that has yet to be surpassed by those seen post-2008 financial crisis). Additionally, those between the ages of 25 to 29 have increased their homeownership share to 35.4%, up from 34.8% a year earlier, possibly suggesting that younger families are moving away from renting.

<u>Office</u>

The office sector also benefited from the low-interest-rate environment. However, rising interest rates have resulted in an overall drag on growth in 2022 with some companies reducing their projections for future office space needs. With that in mind, landlords have been more willing to lock in tenants at their current rates rather than risk losing them. However, firms are in the midst of the debate over hybrid, in-person, and fully remote expectations from employees, and some are choosing to offload their excess office spaces and either downsize or do away with their in-person spaces for good.

Additionally, rising rates have been problematic when it comes to refinancing. The office market is already in turmoil and rising interest rates are adding to the uncertainty in the market.

<u>Retail</u>

With rising interest rates and a slowing economy, some retailers may curtail plans for growth in response to an up-and-coming potential drop in disposable consumer income. This curtailment may make it more difficult to backfill vacant spaces and lead to consolidation by retailers. Investors could choose to approach 2023 with a more conservative view of retail occupancy going forward.

Lodging

The hotel industry faces challenges from both a supply and demand perspective. CMBS lenders abruptly stopped funding loans when the pandemic took effect in 2020, but, since then lodging loan issuance has picked up. While this seems like good news, the uptick in issuance could prove too fast and there is a potential for the supply to outpace demand. There may not be enough demand to absorb the new supply if consumers and businesses maintain and reduce their levels of spending.

<u>Conclusions</u>

Various market participants will feel the effects of rising interest rates. As highlighted above, each sector of the CRE space will react differently to these rising rates. Ultimately there was some volatility



in late 2022 experience across most CRE sectors, which is expected to continue until interest rates moderate.

Highest and Best Use Analysis

Highest and Best Use

The determination of the highest and best use of the subject property, as-is, is focused on three possible conditions that may represent the maximally productive use of the property: (1) continuation of the existing use, (2) modification of the existing use, or (3) demolition and redevelopment of the land. In addition, the presence of surplus or excess land is identified.

As noted, the analyzed use of the subject property is a vacant site directly adjacent to a Parish drainage lift-station.

Continuation of Existing Use

The appraised site is a vacant site; thus it continuation without development provides no additional return.

Modification of the Existing Use

The existing use meets market expectations for commercial/industrial users. While the site is zoned R-1B with CPZ overlay, residential development is not maximally productive since the site is adjacent to a Parish drainage lift-station. However, a use such as a communications (cellular) tower or advertisement board would not be adversely affected. While neither use is permitted by right, their legal permissablily is unknown; however, in the immediate case, the subject site has been approved on a two year basis with renewals at the Parish's pleasure. Further, market demand and existing supply levels provide economic support for modification of the existing use.

Demolition and Redevelopment

The appraised site is a vacant site; thus the contemplation of demolition and redevelopment is moot.

Interim Use

In instances where the highest and best use will likely change in the reasonable near future, the use during that period is an interim use. Examples include surface uses (farms, parking lots, exterior/stabilized storage, or recreational uses) or older structures no longer appropriate for the site due to low density or functional issues. The current use is an interim use.

Highest and Best Use Conclusion

The highest and best use of the subject property, as-is, is for development with the recently Parish Council approved communications tower.



Market Rent Analysis

Methodology

An opinion of market rent is developed by analyzing executed leases, listings, or pending leases of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparables and the subject property using all appropriate elements of comparison.

A systematic procedure for determining the market rent includes the following steps: (1) researching and verifying similar transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable rents for differences in various elements of comparison, and (4) reconciling the adjusted rents into a conclusion of market rent for the subject.

Unit of Comparison

The primary unit of comparison selected depends on the assignment problem and nature of the property. The primary unit of comparison in the market for properties such as the subject is rent per square foot of net rentable area.

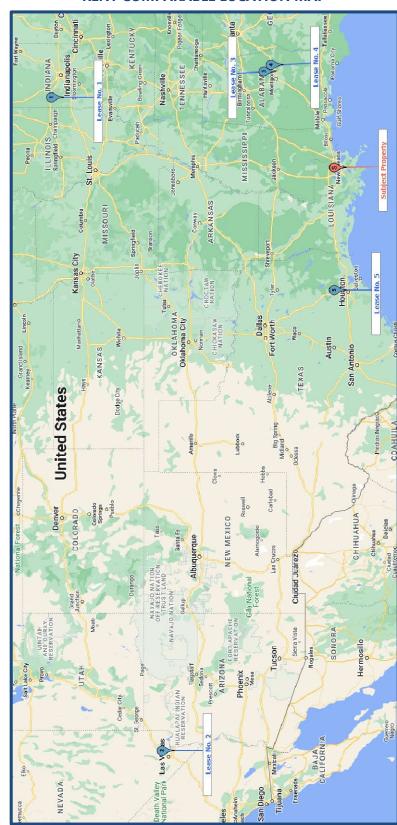
Market Rent Estimate

The market was studied to identify the most comparable properties with a focus on those that compete for occupants based on location and appeal. Of these properties, rental data was available for the following rent comparables, which were analyzed to estimate market rent for the subject property. Each rent comparable is identified in the following table and is followed by a map illustrating the location of each comparable relative to the subject property. Details of each comparable follow the location map.

			,				
Comp.	Lease	Comp.			Property	Rental	Lease
No.	Commences	Туре	Location		Occupancy	Rate / SF	Structure
1	July-22	Lease	7048 E Mansfield Rd	Rockville, Indiana	0.0%	\$0.90	Triple Net
2	August-21	Lease	NEC U.S. 95 & Silverline Rd	Boulder City, Nevada	100.0%	\$2.95	Triple Net
3	January-19	Lease	Hwy 80	Shorter, Alabama	0.0%	\$0.72	Triple Net
4	September-18	Lease	State Highway 223	Union Springs, Alabama	0.0%	\$1.31	Triple Net
5	February-18	Lease	6921 2/3 Homestead Road	Houston, Texas	0.0%	\$5.04	Trpple Net







RENT COMPARABLE LOCATION MAP



SPECIAL PURPOSE RENT COMPARABLE 1



Property Identification

Property/Rent ID	11282384/636498
Property Type	Cell Tower
Current Use	Land for cell tower development
Property Name	Ground Lease for Cell Tower
Address	7048 E Mansfield Rd
City, State Zip	Rockville, Indiana 47872
County	Parke
MSA	
Latitude/Longitude	39.674729/-87.106738
Tax ID	part of parcel 61-16-07-000-202.000-007; -08-000-101.000-007

Transaction Data

Usable Acres

Tenant SF	10,019	Renewal Detail	Seventeen 5-year option
Lease Status	Executed	Renewal Detail	w/10% rent increase
			W/10% rent increase
Commencement	07-01-2022		
Expiration	06-30-2027	Rental Rates	
Term (mos.)	60	Initial Rent/SF	\$0.90
Lease Type	Ground	Current Rent/SF	\$0.90
Renewal Options	Yes	Effective Rent/SF	\$0.90
Property Description	on		
Gross Building SF	10,019	Flr. Area Ratio (FAR)	1.00
Net Rentable SF	10,019	Land to Bldg Ratio	1.00
Tenancy	Single-Tenant	Access	Average
Occupancy Type	Credit Tenant	Visibility	None
Gross Acres	0.23	Corner/Interior	Interior

0.23



Remarks

Rent increased by \$150 for every additional wireless carrier that collocates on the facility. Tenant has 60day notice to cancel. Tower is planned to be 280 foot. Lease also includes access easement to the site.



Aerial



SPECIAL PURPOSE RENT COMPARABLE 2



Property Identification

Property/Rent ID	11201683/585303
Property Type	Cell Tower
Current Use	vacant land
Property Name	Crown Castle Cell Tower Site
Address	NEC U.S. 95 & Silverline Rd
City, State Zip	Boulder City, Nevada 89005
County	Clark
MSA	Las Vegas, NV-AZ
Latitude/Longitude	35.957867/-114.897942
Tax ID	189-12-801-001

Transaction Data

Lessor	City of Boulder City	Tenant Imp./SF	\$.00
Lessee	NCWPCS MPL 28 - YEAR	TI's/SF over Base	\$.00
	SITES TOWER HOLDINGS,	Free Rent (mos.)	0
	LLC	Concessions/SF	\$.00
Tenant SF	9,000	Concessions Detail	None provided
Entire Bldg Lease	Yes	%/Overage Clause	No
Lease Status	Renewal	Rent Escalation	3% annual increase
Commencement	08-10-2021	Property Occup. (%)	100.0%
Expiration	12-31-2031		
Term (mos.)	125	Rental Rates	
Lease Type	Absolute Net	Initial Rent/SF	\$2.95
Expense Stop	No	Current Rent/SF	\$2.95
Renewal Options	Yes	Effective Rent/SF	\$2.95
Renewal Detail	One five-year option	-	•

Property Description

	-			
Gross Acres	0.21	Usable Acres	0.21	



Access Visibility	Good Good	Corner/Interior	Mid-Block
Verification			
Confirmed With	BC Real Estate M	anager, Brok Armantrout, 702-293-9	449
Confirmed By	Gary Hardy	-	
Confirmation Date	12-14-2021		

Remarks

This property is located on the east side of U.S. 93 freeway approximately 2,300 feet north of the I-11/US 95 interchange on the old U.S. 95 road section that connects I-11 with Business Route U.S. 93 (also known as Boulder City Parkway).

Crown Castle's cell tower lease was expiring with the City of Boulder City. The cell tower site signed a new lease in effective August 10, 2021 and starting August 10, 2021 with a term of 10-years and five months so as to expire on the last day of December in 2031. The starting rate is \$26,520 per year with 3% annual increases. The starting rent in January of 2022 is \$27,300 per year. Information was confirmed with a copy of the cell tower lease and the City of Boulder City Real Estate Manager.





SPECIAL PURPOSE RENT COMPARABLE 3



Property Identification

Property/Rent ID	11288657/639528
Property Type	Cell Tower
Property Name	Collet Farms Cell Tower
Address	Hwy 80
City, State Zip	Shorter, Alabama 36085
County	Macon
MSA	Montgomery
Latitude/Longitude	32.376518/-85.996393
Tax ID	13-04-18-0-000-001.001

Transaction Data

Remarks

Tenant SF	10,000	Renewal Detail	8 Five year options
Lease Status	Executed		
Commencement	01-01-2019	Rental Rates	
Expiration	12-31-2023	Initial Rent/SF	\$0.72
Term (mos.)	60	Current Rent/SF	\$0.72
Lease Type	Triple Net	Effective Rent/SF	\$0.72
Renewal Options	Yes	-	

Gross Acres	0.23	Visibility	Average
Usable Acres	0.23	-	-
Verification			
Confirmed With	Owner		
Confirmed By	John E. Hall III		
Confirmation Date	12-27-2022		



This is a vacant site lease for the development and operation of a wireless communications tower. The lease area is 10,000 SF (100' X 100') and will be cyclone fenced around its perimeter with a subsurface ground ring, and aggregate surfaced. The mast will be designed for two tenants with all lines routed internally. Its development requires tree and brush removal with light grading. Access/egress will be via a 30' wide servitude with swing gate and concrete apron directly off of Highway 80. The initial lease rate of \$600 per month or \$7,200 annual equates to approximately \$0.72/SF



collett cell map



SPECIAL PURPOSE RENT COMPARABLE 4



Property Identification

Property/Rent ID	11130560/524853
Property Type	Cell Tower
Property Name	Union Springs Cell Tower Site
Address	State Highway 223
City, State Zip	Union Springs, Alabama 36089
County	Bullock
MSA	0
Latitude/Longitude	32.128015/-85.725580
Tax ID	Part of 09 12 02 10 1 000 003.000

Transaction Data

Usable Acres

Lessor	Joe W. Stewart and William	Tenant Imp./SF	\$.00
	B. Chancellor	Tl's/SF over Base	\$.00
Lessee	CitySwitch II-A LLC	Concessions/SF	\$.00
Tenant SF	6,400	Concessions Detail	None
Lease Status	Executed	%/Overage Clause	No
Commencement	09-19-2018	%/Overage Rent/SF	\$.00
Expiration	09-18-2023	Rent Escalation	10% at every 5 year optio
Term (mos.)	60	Property Occup. (%)	0.0%
Lease Type	Absolute Net		
Expense Stop	No	Rental Rates	
Expense Stop/SF	\$.00	Initial Rent/SF	\$1.31
Renewal Options	Yes	Current Rent/SF	\$1.31
Renewal Detail	9 five year options	Effective Rent/SF	\$1.31
Property Descriptio	on		
Net Rentable SF	6,400	Access	Average
Gross Acres	0.15	Visibility	Average

Corner/Interior

0.15

Interior



Verification

Confirmed With	Lease Document
Confirmed By	Anthony S. Mule
Confirmation Date	03-09-2021

Remarks

This is a ground lease for a cell tower site located in Union Springs, Bullock County, Alabama. The property is located along the west of State Highway 223, just south of the main town boundaries. The cell site is part of a larger parcel that is 105.94 acres in size. The leased area is 80' x 80' or 6,400-square feet. The lease calls for a 30-foot ingress/egress utility easement that is approximately 343 feet in length and measures approximately 9,165-square feet. Additionally, there are three 20' guy easements on the site that provide additional support to the tower improvements on the main site pad. The 20' SE Guy Easement A is approximately 4,158 square feet, the 20' SW Guy Easement B is approximately 4,752 square feet and the 20' NE Guy Easement C is approximately 4,517-square feet. The lease indicates that the landlord grants to the tenant an exclusion option to the lease the 6,400-square foot pad site including the air space above the ground space.

The initial term of the lease commenced in September of 2018 and is five years in length. There are an additional 9 (nine) 5 (five) year options to extend the lease. Unless there is a 6 month notice by either party at the expiration of the final extension, the lease automatically renews for one year terms. The initial rent is \$700 per month (\$8,400 annual) or \$1.31 per square foot of leased land area. During the extension options, the monthly rent will increase by 10% over the rent paid during the previous five year term. Termination of the lease maybe made by either party with 30 days written notice if the other party remains in default under the terms of the lease or within 60 day prior written notice for any reason, so long as Tenant pays Landlord a termination fee equal to three months rent.

The tenant will have 24 hour access to the property via the aforementioned access easement. The tenant is responsible for paying all utility charges for the property including electric, telephone service and any other utility used or consumed by the tenant. The landlord is responsible for taxes levied upon the land while the tenant is responsible for all taxes levied upon the leasehold improvements. The tenant will also have the right to assign or sublease the premises without the Landlord's consent. The landlord also agrees not to use or sell any areas of the site for wireless communication use.

The tenant has the first right of refusal on any bona fide written offer on the property, whether a sale or conveyance or assignment of interests in the property. The tenant has 90 days to match the financial terms of the offer in writing. It should be noted that the original tenant was New Cingular Wireless PCS, LLC and on August 15th, 2019, the lease rights were assigned to CitySwitch II-A, LLC.

On March 11th 2020, the tenant received a Right of First Refusal Notice from the landlord in regards to a bonafided offer they received from TVT I, LLC for the intent to purchase the interest in the subject property via grant of easement. The offer was for \$130,000. The tenant, CitySwitch II-A, LLC then exercised their option to match the financial terms of the offer and subsequently executed a 55-year lease extension, which is set to expire on October 10, 2074. In lieu of monthly rent, the tenant made a one-time payment of \$130,000 on June 1, 2020, thereby, matching the terms of the offer by TVT I, LLC.

For purposes of this comparable, we are utilizing the ground rent terms prior to the execution of the purchase option via the right of first refusal. The original lease was an arms length transaction between the parties. It demonstrates recent ground rent terms for rural cell tower pad sites.







SPECIAL PURPOSE RENT COMPARABLE 5



Property Identification

Property/Rent ID	11001363/453850
Property Type	Cell Tower
Property Name	Cell Tower Site
Address	6921 2/3 Homestead Road
City, State Zip	Houston, Texas 77028
County	Harris
MSA	Houston
Latitude/Longitude	29.822345/-95.302704
Tax ID	066-0296-003-0003

Transaction Data

Lessee	STC Two, LLC	Renewal Detail	10, 5-Year options
Tenant SF	2,500	Rent Escalation	10.0% increase at each
Lease Status	Executed		option renewal
Commencement	02-01-2018		
Expiration	01-31-2028	Rental Rates	
Term (mos.)	120	Initial Rent/SF	\$5.04
Lease Type	Gross	Effective Rent/SF	\$0.42
Renewal Options	Yes		
Property Description	on		
Gross Acres	0.06	Visibility	Good

Gross Acres	0.06	Visibility	Good
Usable Acres	0.06	Corner/Interior	Corner
Access	Good		

Verification

Confirmed With	Lease agreement
Confirmed By	Steven C. Rodman



Remarks

This site is located at the southwest corner of Homestead Road and Apache Street, off of Frey Road, between E. Crosstimbers and Bennington Streets in north central Houston. The cell tower site is 50' x 50' and is situated at the rear of the or southwest corner of the primary site, approximately 450 feet west of Homestead Street and 160 feet south of Apache Street. Access is provided by an easement along the western boundary of the site, extending from the cell tower site to Apache Street.



Market Rent Analysis

When necessary, adjustments were made for differences in the various elements of comparison, including lease structure, market conditions, location, size and other relevant factors. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment is applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments were considered for each and include expense structure, concessions, tenant improvement allowances, and conditions of lease. These items are applied prior to the market conditions and property adjustments. When appropriate and necessary, those adjustments were applied in the adjustment grid shown later in this section.

Market Conditions Adjustment

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable rent transactions consummated during periods of dissimilar market conditions.

Discussions with market participants and a review of market data indicates market rental rates for this property type have shown improvement in recent quarters. Published market studies indicate rental rates to be trending upwards. Recent leases in the submarket confirm this trend. Based on these factors, we have applied a positive annual adjustment as noted in the grid that follows.

Property Adjustments

Considerations of a likely positive or negative impact on the rent of each comparable due to material differences is based on an analysis of the available data and past experience with similar properties.

Location

Location ratings may be required when the locational characteristics of a comparable are different from those of the subject. These characteristics can include general neighborhood characteristics, freeway accessibility, street exposure, corner versus interior lot location, neighboring properties, view amenities, and other factors. When warranted, the analysis has accounted for rent variance caused by the location.

Zoning / Permitted by Right

Adjustments have an inverse relationship to rent rates, that is to say if a property is located in an area that has no zoning or in a zoning district permitting towers by right, a lease rate does not increase because the ability to lease a property does not change within that zoning favorable location. In a difficult zoning environment such as the subject where communications towers are not permitted by right and a zoning variance is required, rents are typically higher due to the lack of development at will, therefore, the comparable leases have been adjusted upwards in relation to the subject for more favorable zoning.

Rent Comparison

The differences between the subject property and the rents in this set were considered. Presented below is a summary of the ratings or rankings assigned to the rent comparables.



RENT COMPARABLE ADJUSTMENT GRID

Rent Comparable Adjustment Grid

		Rental # 1	Rental # 2	Rental # 3	Rental # 4	Rental # 5
Comparable ID		636498	585303	639528	524853	453850
Date of Value & Survey/Lease	March-23	November-22	August-21	December-22	September-18	November-17
Property Name	Proposed Cell	Ground Lease for	Crown Castle Cell	Collet Farms Cell	Union Springs Cell	Cell Tower Site
	Tower Site- Vacant	Cell Tower	Tower Site	Tower	Tower Site	
	Land					
Net Rentable Area	4,225 sf	10,019 sf	9,000 sf	10,000 sf	6,400 sf	
Land Area (acres)	0.097	0.23	0.20661	0.22957	0.14692	0.05739
Annual Rental Rate		\$0.90	\$2.95	\$0.72	\$1.31	\$5.04
Transactional Adjustments						
Expense Structure	Triple Net	Triple Net	Triple Net	Triple Net	Triple Net	Triple Net
	Annual Expenses (PSF)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent Concessions		None	None	None	None	None
Adjustment						
Tenant Imp. Allowance - Over Base Amount		None	None	None	None	None
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Lease Structure Adju	ustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Effective Rental Rate		\$0.90	\$2.95	\$0.72	\$1.31	\$5.04
Conditions of Lease		Executed	Renewal	Executed	Executed	Executed
Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Rental Rate		\$0.90	\$2.95	\$0.72	\$1.31	\$5.04
Market Conditions Adjustme	ents					
Elapsed Time from Date of	f Value	0.35 years	1.64 years	0.27 years	4.54 years	5.37 years
Market Trend Through	March-23	0.5%	2.5%	0.4%	6.8%	8.1%
Analyzed Rental Rate		\$0.90	\$3.02	\$0.72	\$1.40	\$5.45
Property Adjustments						
Location	5801 LA Hwy-	7048 E Mansfield Rd	NEC U.S. 95 &	Hwy 80	State Highway 223	6921 2/3
	3134		Silverline Rd			Homestead Road
	Marrero, Louisiana	Rockville, Indiana	Boulder City, Nevada	Shorter,	Union Springs,	Houston, Texas
				Alabama	Alabama	
Adjustment		100.0%	-20.0%	100.0%	25.0%	-50.0%
Zoning / Permited by Righ	nt R-1B / No	AP / Yes	S / Yes	No Zoning	AR / Yes	No Zoning
Adjustment		10.0%	10.0%	20.0%	10.0%	20.0%
Net Physical Adjustment	t	110.0%	-10.0%	120.0%	35.0%	-30.0%
Adjusted Annual Rental Rate	e	\$1.90	\$2.72	\$1.59	\$1.89	\$3.81



Market Rent Conclusions

After adjustment, the Comparable Rentals range from \$1.59 to \$3.89 with a median of \$1.90 and a mean of \$2.38. Giving greatest consideration to Comparable Rental No. 2, which required the least amount of net adjustment, a value above the indicated mean and median or \$2.50/SF is reconciled.

Rent Comparable Statistics					
Metric	Unadjusted	Analyzed	Adjusted		
Minimum Rental Rate	\$0.72	\$0.72	\$1.59		
Maximum Rental Rate	\$5.04	\$5.45	\$3.81		
Median Rental Rate	\$1.31	\$1.40	\$1.90		
Mean Rental Rate	\$2.18	\$2.30	\$2.38		
Standard Deviation	1.82	1.98	0.90		

Based on the preceding analysis, a market based rental is indicated below.

Market Rent Conclusion

Space Type	NRA	Market Rent	Annual	Monthly
Ground Lease	4,225	\$2.50	\$10,560.00	\$880.00



General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

- 1. The legal description if furnished to us is assumed to be correct.
- 2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
- 3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
- 4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
- 5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
- 6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
- 7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
- 8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
- 9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
- 10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
- 11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.



- 12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
- 13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
- 14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
- 15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
- 16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | .
- 17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
- 18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
- 20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
- 21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.



- 22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
- 23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
- 24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
- 25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
- 26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
- 27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.



- 28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
- 29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
- 30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
- 31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
- 32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
- 33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
- 34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiserclient relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.



- 35. You and Valbridge Property Advisors | both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | for this assignment, and under no circumstances shall any claim for consequential damages be made.
- 36. Valbridge Property Advisors | shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | . "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | in such action, regardless of its outcome.
- 37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by VPA of South Louisiana, Inc.. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
- 38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
- 39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
- 40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
- 41. The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.



Certification – Andrew Miles

I certify that, to the best of my knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. The undersigned has not performed services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 9. Andrew Miles has personally inspected the subject property.
- 10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
- 11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- 12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13. As of the date of this report, the undersigned has completed the Standards and Ethics Education Requirement for Candidates/Practicing Affiliates of the Appraisal Institute.

B Thil

Andrew B. Miles, Jr. Senior Appraiser Louisiana Certified General Real Estate Appraiser #G1337







Addenda

Glossary

Qualifications

• Andrew Miles, - Senior Appraiser

Information on Valbridge Property Advisors

Office Locations



Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 7th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines) Note that the use of the "as is" phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an "as is" value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

In office buildings, the areas of the building that provide services to building tenants but that are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction. (Dictionary)

Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, [amenities,] and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium

An attached, detached, or stacked unit within or attached to a structure with common areas that are held as tenants in common (an undivided interest) with other owners in the project. The units can be residential, commercial, industrial, or parking spaces or boat docks. These units are commonly defined by state laws in their locations. Because units can be stacked on top of other units, these units can be defined both vertically and horizontally. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may



permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service $(DCR = NOI \div I_m)$, which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio* (*DSCR*). A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the value of the improvement on the same date.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

- 1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
- 2. The property is subjected to market conditions prevailing as of the date of valuation;
- 3. Both the buyer and seller are acting prudently and knowledgeably;
- 4. The seller is under compulsion to sell;
- 5. The buyer is typically motivated;
- 6. Both parties are acting in what they consider to be their best interests;

- 7. An adequate marketing effort will be made during the exposure time;
- 8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
- 9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. (Dictionary)

Double Net (Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net lease is defined as a lease in which the tenant is responsible to pay both property taxes and premiums for insuring the building(s). (Valbridge)

(The market definition of a double net lease varies depending on the market)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

- 1. The date on which the appraisal opinion applies. (SVP)
- 2. The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as date of value. (USPAP, 2020-2021 ed.)
- 3. The date that a lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings.

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or



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mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

index. e.g., a provision to increase rent if operating

expenses increase; also called escalator clause, expense

recovery clause or stop clause. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

Exposure Time

- 1. The time a property remains on the market.
- 2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2021 ed.)

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. In essence, floor common area represents all of the area on the floor that is common to that respective floor with the exception of those areas that penetrate through the floor, such as the elevator shaft and stairwell. The significant point to be made is that floor common area is not part of the tenant's usable area. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

Gross Building Area (GBA)

- 1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
- 2. Gross leasable area plus all common areas.
- 3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA) Gross Up Method

Gross Sellout Value (Sum of the Retail Values)

A method of calculating variable operating expenses in income-producing properties when less than 100%

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. An appraisal has an effective date, but summing the sale prices of multiple units over an extended period of time will not be the value on that one day unless the prices are discounted to make the value equivalent to what another developer or investor would pay for the bulk purchase of the units. Also called the *aggregate of the retail values, aggregate retail selling price or sum of the retail values.* (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and Best Use

- 1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
- 2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use of for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
- 3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform

Appraisal Standards for Federal Land Acquisitions) (Dictionary)

Hypothetical Condition

- 1. A condition that is presumed to be true when it is known to be false. (SVP)
- 2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

Insurable Value (Replacement Cost for Insurance Purposes)

The estimated cost, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design, and layout for insurance coverage purposes guaranteeing that damaged property is replaced with new property (i.e., depreciation is not deducted). (Dictionary)

Investment Value

- 1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)
- 2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

Leasehold Interest (Leasehold Estate)

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)



See also Positive Leasehold and Negative Leasehold.

Lessee (Tenant)

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One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

- 1. Consummation of a sale within a short time period.
- 2. The property is subjected to market conditions prevailing as of the date of valuation.
- 3. Both the buyer and seller are acting prudently and knowledgeably.
- 4. The seller is under extreme compulsion to sell.
- 5. The buyer is typically motivated.
- 6. Both parties are acting in what they consider to be their best interests.
- 7. A normal marketing effort is not possible due to the brief exposure time.
- 8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- 9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market under all the conditions requisite to a fair lease transaction, the lessee and the lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

- 1. Lessee and lessor are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their best interests;
- 3. Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
- The rent reflects specified terms and conditions, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, and tenant improvements (TIs). (Appraisal Institute)

Market Value

The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary; 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)



Master Lease

- 1. A lease in which a part or the entire property is leased to a single entity (the master lessee) in return for a stipulated rent. The master lessee then subleases the property to multiple tenants.
- 2. The first lease in a sandwich lease. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, *or semi-gross lease*. (Dictionary)

Negative Leasehold

A lease situation in which the market rent is less than the contract rent. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (*TOE/EGI*); the complement of the net income ratio, i.e., OER = 1 - NIR (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common or easement. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Percentage Lease

A lease in which the rent or some portion of the rent represents a specified percentage of the volume of business, productivity, or use achieved by the tenant. (Dictionary)

Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy. (Dictionary)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

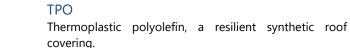
The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make that claim junior, or subordinate, to the claims of another party. (Dictionary)



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Surplus Land

Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, net net net lease, or fully net lease.* (Dictionary)

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use

- 1. The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned. (FASB Accounting Standards Codification, Master Glossary)
- 2. Formerly used in valuation practice as a synonym for *contributory value* or *use value*. (Dictionary)

VTAB (Value of the Total Assets of a Business)

The total amount that the real property, tangible personal property, and intangible property assets of a business would sell for in an asset-based transaction. (Dictionary)





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321 N. County Blvd., Ste. D American Fork, UT 84003 (801) 492-0000

VIRGINIA

656 Independence Pkwy., Ste. 220 Chesapeake, VA 23320 (757) 410-1222

1231 Alverser Dr. Midlothian, VA 23113 (757) 345-0010

5107 Center St., Ste. 2B Williamsburg, VA 23188 (757) 345-0010

WASHINGTON

8378 W. Grandridge Blvd., Ste. 110-D Kennewick, WA 99336 (509) 221-1540

324 N. Mullan Rd. Spokane Valley, WA 99206 (509) 747-0999

WISCONSIN

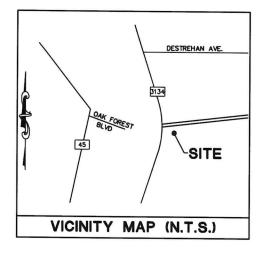
12660 W. North Ave. Brookfield, WI 53005 (262) 782-7990

NATIONAL COVERAGE. LOCAL KNOWLEDGE. TRUE VALUATION INDEPENDENCE.





SITE NAME: BARATARIA LOCATION CODE: 475683



DRIVING DIRECTIONS: FROM THE COVINGTON SWTICH, HEAD EAST ON HOLIDAY BLVD. TURN RIGHT ONTO US-190 E/TAMMANY PKWY. CONTINUE ONTO N CAUSEWAY BLVD/LAKE PONTCHARTRAIN CAUSEWAY. TAKE A SLIGHT RIGHT ONTO RAMP TO I-10 E. KEEP LEFT AT FORK, FOLLOW SIGNS FOR I-10 E. KEEP RIGHT AT FORK, FOLLOW SIGNS FOR NEW ORLEANS BUSINESS DISTRICT/I-10 E. KEEP LEFT AT FORK TO CONTINUE ON US-90 BUS W. TAKE EXIT 4B TOWARD LA-45/BARATARIA BLVD. MERGE ONTO WESTBANK EXPY. TURN LEFT ONTO BARATARIA BLVD. TURN LEFT ONTO LA-3134 S/LAFITTE PKWY/LEO KERNER PKWY. SITE WILL BE ON THE LEFT.

PROJECT INFORMATION	PROJE	CT INFORMATION
ENGINEER:	T-1	TITLE SHEET AND PROJECT INFORMATION
TOWER ENGINEERING, INC. 556 JEFFERSON ST.	SURVEY	<u>t</u>
SUITE 201 LAFAYETTE, LA 70501	SU-1	SITE SURVEY
TEL: (337) 886-7176	SU-2	SITE SURVEY
SURVEYOR:	CIVIL:	
TURNER SURVEYS	C-1	PLOT PLAN
15732 E. HOFFMAN ROAD PONCHATOULA, LA 70454	C-1A	AERIAL OVERLAY
TEL: (985) 386-2358	C-2	SITE PLAN
	C-3	ENLARGED SITE PLAN
PROPERTY OWNER:	C-4	DETAILED EQUIPMENT LAYOUT
CONSOLIDATED REC. & COMMUNITY CENTER &	C-5	TOWER ELEVATION
PLAYGROUND DISTRICT NO. 2 OF JEFFERSON PARISH	C-6	ANTENNA ORIENTATION PLAN
1221 ELMWOOD PARK BLVD SUITE 701	C-7	ICE BRIDGE LAYOUT
JEFFERSON, LA 70123	C-8	FOUNDATION DETAILS
TEL: (504) 736-8744	C-8A	GENERATOR FOUNDATION DETAILS
PROJECT DATA:	C-9	PLATFORM STEEL LAYOUT
	C-10	EQUIPMENT PLATFORM ELEVATIONS
PARISH/COUNTY : JEFFERSON PARISH	C-11	EQUIPMENT PLATFORM DETAILS
ZONING : N/A TYPE OF CONSTRUCTION : II-B	C-12	AWNING DETAILS
TYPE OF OCCUPANCY : U	C-13	AWNING DETAILS
IBC : 2015 LEASE AREA : SEE SHEET C-1	1.00	
GEOGRAPHIC COORDINATES:	ELECTR	CAL:
LATITUDE : 29" 49' 05 40" N	E-1	UTILITY SERVICES AND GROUNDING PLAN
LATITUDE : 29" 49' 05.40" N LONGITUDE : 90" 05' 49.30" W	E-2	EQUIPMENT CONDUIT ROUTING PLAN
	E-3	GROUNDING DETAILS
UTILITIES:	E-4	GROUNDING DETAILS
POWER COMPANY:	E-5	UTILITY H-FRAME DETAILS
ENTERGY	E6	UTILITY WIRING DIAGRAM AND PANEL SCHEDULE
CONTACT: WALTER MAPLES TEL: 504-365-2868	E-7	WELD CONNECTION DETAILS
Contract of the second s	E8	GENERATOR SPECIFICATIONS
FIBER COMPANY: ONE FIBER		
	LANDSC	APING:
PROJECT DESCRIPTION:	L-1	LANDSCAPING PLAN
RAWLAND SITE WITH A PROPOSED 170' MONOPOLE TOWER. INSTALL CONCRETE SLAB WITH J' ELEVATED STEEL EQUIPMENT	NOTES:	
PLATFORM AND CONCRETE SLAB WITH DIESEL DRE GENERATOR.	N-1	GENERAL NOTES
	N-1	
	m-2	GENERAL ELECTRICAL AND GROUNDING NOTES



	Exh	ibi	t D	
	THESE DRAWINGS AND SPECIFICATION ARE TO TOMER ENGINEERING, PUBLICATION SHALL B SITE FOR WHICH THE REPRODUCTION OR PU WHOLE OR IN PART, WRITTEN PERMISSION	D/OR THE ACCO HE EXCLUSIVE F INC. AND THEIR E RESTRICTED Y ARE PREPARE JBLICATION BY IS PROHIBITED FROM TOWER E	DMPANYING PROPERTY OF R USE AND TO THE ORIGIN D. RELISE, ANY METHOD, I EXCEPT BY NGINEERING, IN	NL N
		GINEER 56 JEFFER SUITE 2 FAYETTE, L 37) 886-7	SON ST. 201 A 70501	
	× 2∆	920 Kingi Suite 2 Etairie, La D4) 756-3	01 70006	
	RELAM ISSUE	E MOL MOL EN. MOL NAS JKC	DATE 12/27/2019 3/12/2021 4/27/2021 11/10/2021 7/11/2022 5/4/2023	
		NUMBER		-
	BAR/	e name:	RIA	
	NEAR 5801 I	address Leo Kert 10, la 70	NER PKW	Y
	INIT STATE	FLOU	NOT2	
D	PROFESSI	No. 2678	1	
		11/2; MDL DMA	2	
	DATE DRAWN: TEI JOB NO: SHEET TITLE:	10/23/20 2119-120	19 	3
	PR	E SHE AND Oject Rmati	•	
	SHEET NUMBER:	1	REV. /	1

LEGAL DESCRIPTIONS:

11/05/21

09/29/21

02/15/13

02/14/13

02/01/13

DATE

30' ACCESS & UTILITY SERVITUDE A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN TOWNSHIP 14 SOUTH, RANGE 23 EAST, PARISH OF JEFFERSON, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HWY 3134 AND THE APPARENT NORTH LINE OF THE PARENT TRACT, MARKED BY A 2" PIPE FOUND; THENCE S30'26'01"W A DISTANCE OF 137.65 FEET TO THE POINT OF BEGINNING FOR THE 30 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE N81'04'33'E A DISTANCE OF 235.29 FEET TO A POINT; THENCE S07'57'01"E A DISTANCE OF 42.79 FEET TO A POINT ON THE NORTHERN LINE OF THE PROPOSED LAND SPACE; THENCE ALONG SAID LINE SB2'02'59"W A DISTANCE OF 30.00 FEET TO A POINT ON SAID LINE; THENCE LEAVING SAID LINE NO7'57'01"W A DISTANCE OF 12.28 FEET TO A POINT; THENCE S81'04'33"W A DISTANCE OF 204.77 FEET TO A POINT; THENCE NO8'55'27"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 7425.9 S.F. (0.170 ACRE), BEING SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

50' X 84.5' LAND SPACE FOR CELL TOWER AND EQUIPMENT A CERTAIN PIECE OF PARCEL OF LAND LOCATED IN TOWNSHIP 14 SOUTH, RANGE 23 EAST, PARISH OF JEFFERSON, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HWY 3134 AND THE APPARENT NORTH LINE OF THE PARENT TRACT, MARKED BY A 2" PIPE FOUND; THENCE S30"26'01"W A DISTANCE OF 137.65 FEET TO A POINT; THENCE NB1'04'33"E A DISTANCE OF 235.29 FEET TO A POINT; THENCE SO7'57'01"E A DISTANCE OF 42.79 FEET TO A POINT ON THE NORTHERN LINE OF THE PROPOSED LAND SPACE; THENCE N82'02'59"E A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S07'57'01"E A DISTANCE OF 84.50 FEET TO A A 1/2" IRON ROD SET; THENCE S82'02'59" A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE N07'57'01"W A DISTANCE OF 84.50 FEET TO A 1/2" IRON ROD SET; THENCE N82'02'59" A DISTANCE OF 50.00 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRE (4,225 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

ITTE

DLG

ANF

REVISED

(IN FEET)

I INCH = 50 FEET

SOUTH

BOUND

LANES

ADDRESSED PUBLIC WORKS COMMENTS

UPDATED SURVEY

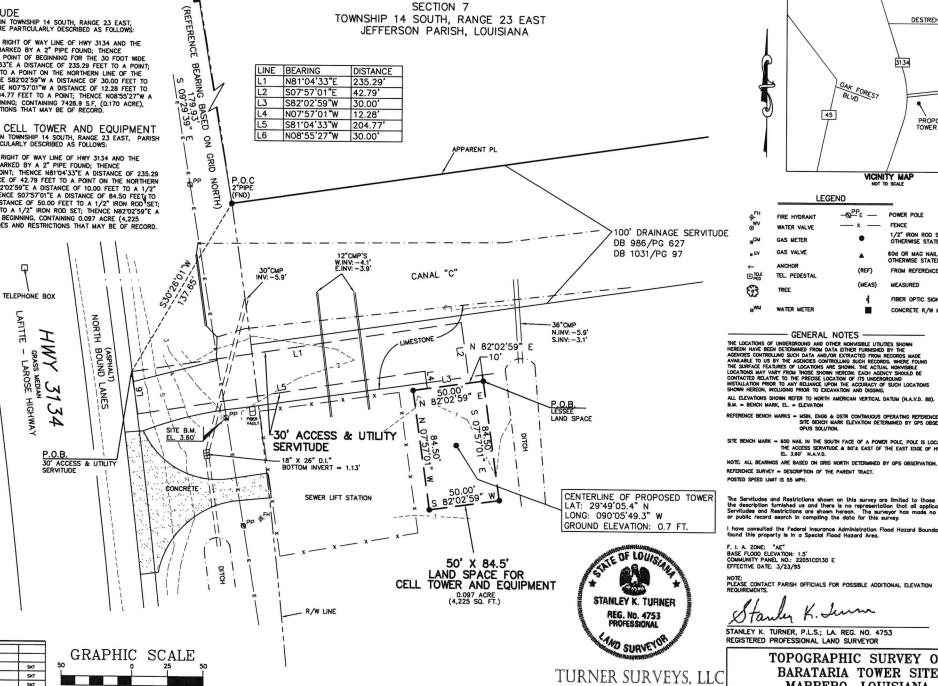
REVISED SITE NAME

REVISED FOR TITLE PACKAG

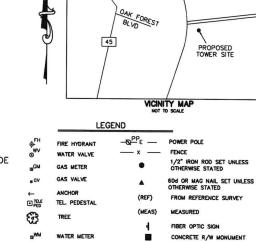
PRELIMINARY ISSUE

DESCRIPTION

REVISIONS



TURNER S 15732 E.



DESTREHAN AVE.

3134

HORCOM HAVE BEEN DELEMINED FROM DATA DITER FURNISHED BY THE ASPIRES CONTINUENTS SUCH ADATA AND/OR EXTRACTOR FORM RECORDS MADE AVAILABLE TO US BY THE ACENCES CONTROLLING SUCH RECORDS WHERE FOUND THE SUMPACE FAITHERS OF LOCATIONS ARE SHOWN. THE ACTUAL NOWNSBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH ADDICY SHOULD BE CONTACTOR FLATTER TO THE PRODUCT HOSE SHOWN HEREON. ACAH ADDICY SHOULD BE CONTACTOR FLATTER TO THE PRODUCT HOSE SHOWN HEREON. ACAH ADDICY SHOULD BE CONTACTOR FLATTER TO THE PRODUCT HEREONE ACAH ADDICY SHOULD BE CONTACTOR FLATTER TO THE PRODUCT HEREON. FLACT ADDICY SHOULD BE CONTACTOR FLATTER TO THE PRODUCT HEREON AND DIGGNA. SHOWN HEREON, INCLUDING PROMOT TO ECCAVATION AND DIGGNA. ALL ELEVATIONS SHOWN REFER TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 88). REFERENCE BENCH MARKS - MSIN, ENGS & DSTR CONTINUOUS OPERATING REFERENCE STATIONS (CORS). STE BENCH MARK ELEVATION DETERMINED BY GPS OBSERVATION USING

SITE BENCH MARK - 60D NAIL IN THE SOUTH FACE OF A POWER POLE, POLE IS LOCATED 25'± S. OF THE ACCESS SERVITUDE & 80'± EAST OF THE EAST EDGE OF HWY 3134.

REFERENCE SURVEY = DESCRIPTION OF THE PARENT TRACT.

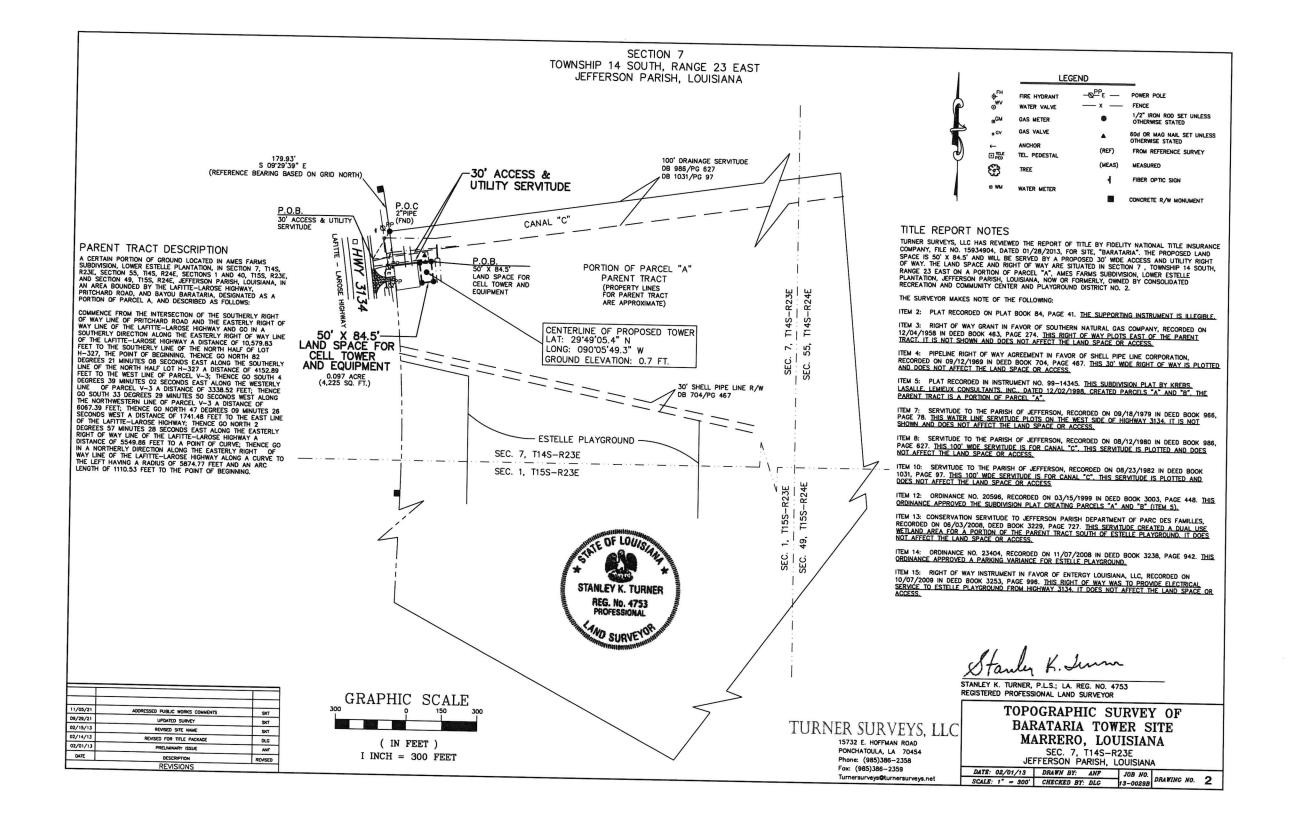
The Servitudes and Restrictions shown on this survey are limited to those set forth in the description furnished us and there is no representation that all applicable Servitudes and Restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

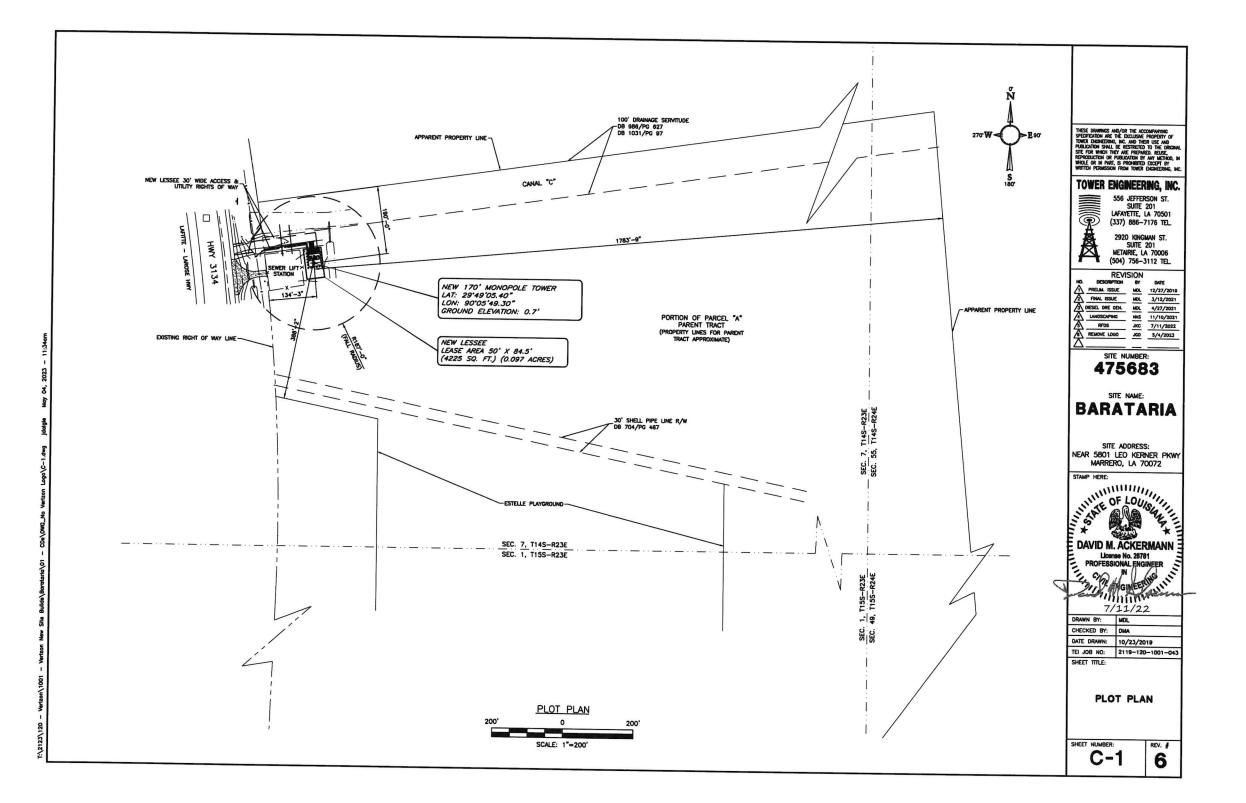
I have consulted the Federal insurance Administration Flood Hazard Boundary Maps and found this property is in a Special Flood Hazard Area.

NOTE: PLEASE CONTACT PARISH OFFICIALS FOR POSSIBLE ADDITIONAL ELEVATION RECUIREMENTS

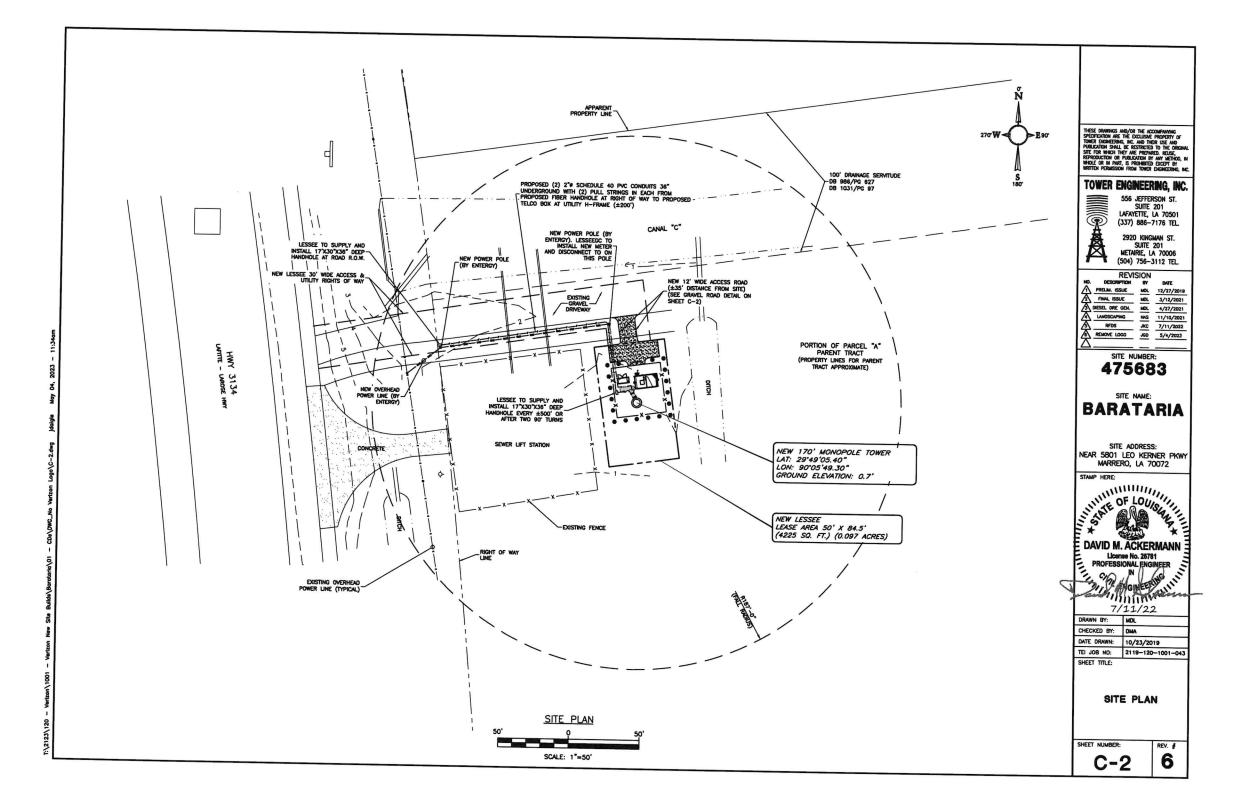
STANLEY K. TURNER, P.L.S.; LA. REG. NO. 4753 REGISTERED PROFESSIONAL LAND SURVEYOR

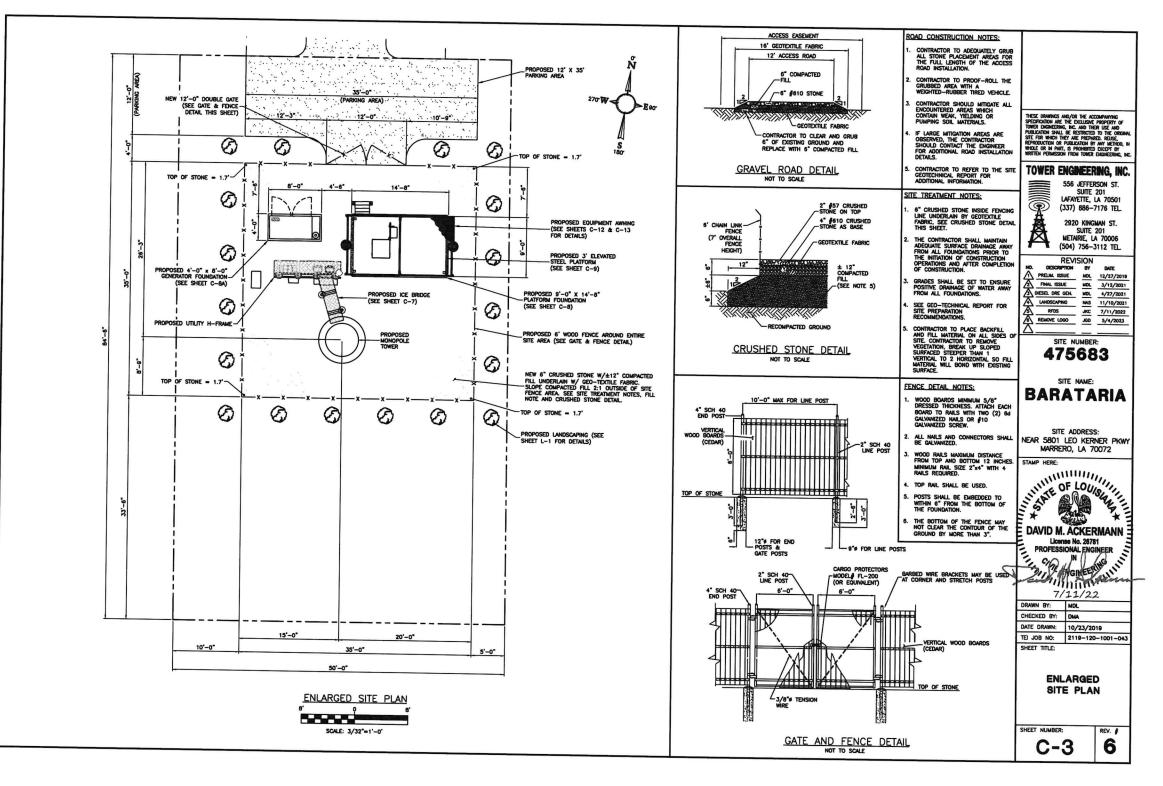
and a contraction of the second second	TOPOGRAPHIC SURVEY OF				
ER SURVEYS, LLC	BARATARIA TOWER SITE				
15732 E. HOFFMAN ROAD PONCHATOULA, LA 70454 Phone: (985)386-2358	MARRERO, LOUISIANA SEC. 7, T14S-R23E JEFFERSON PARISH, LOUISIANA				
Fax: (985)386-2359 Turnersurveys O turnersurveys.net	DATE: 02/01/13 SCALE: 1" = 50'		JOB NO. 13-0029A DRAWING	NO. 1	



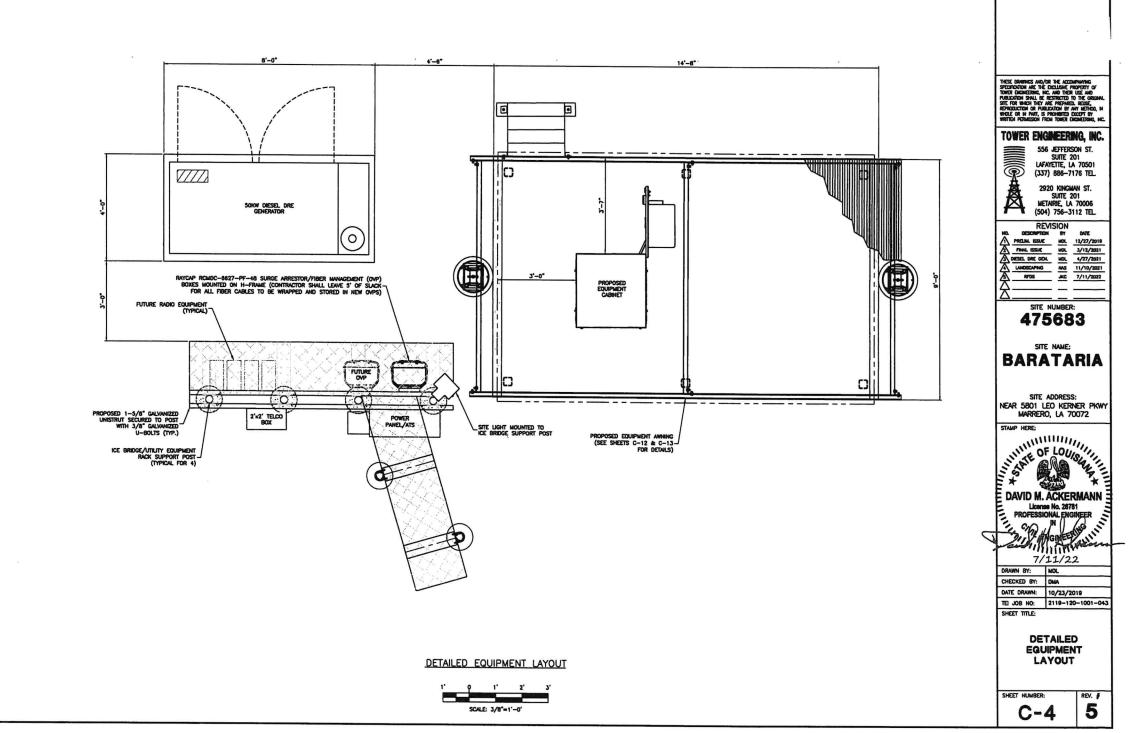






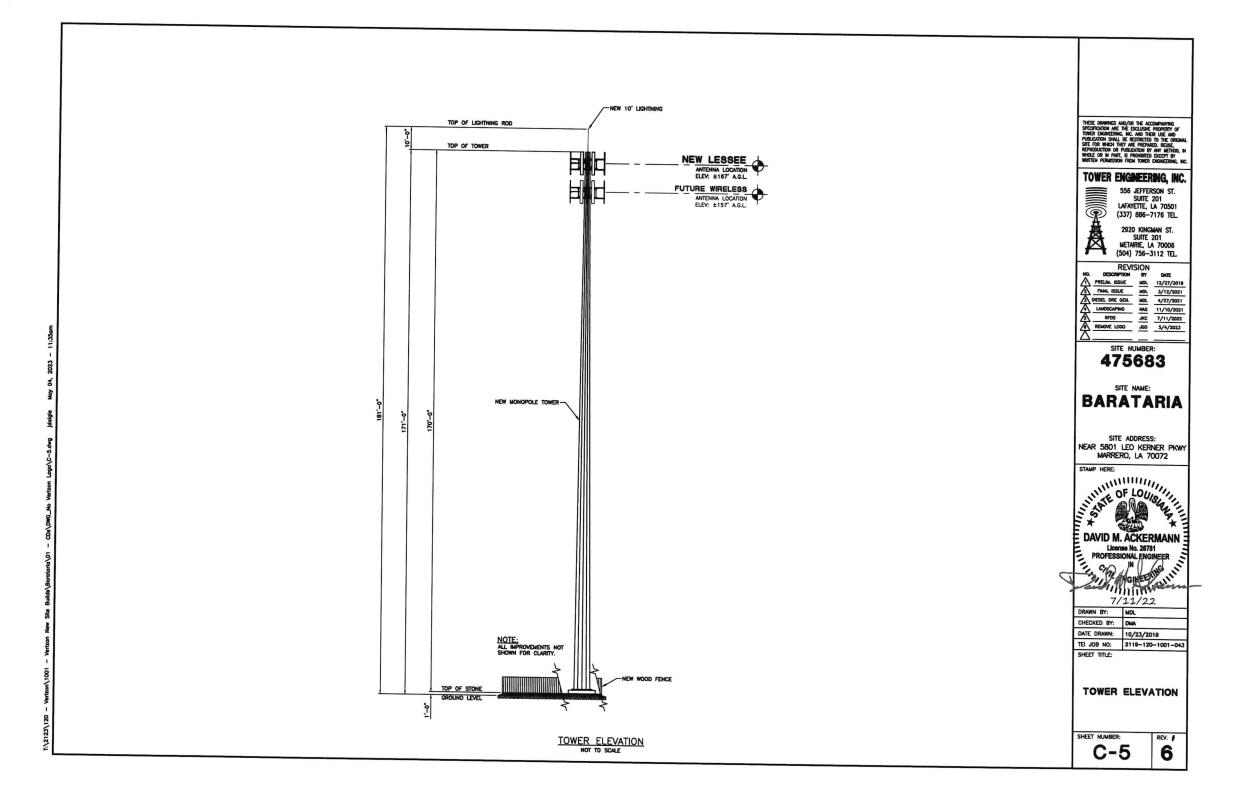


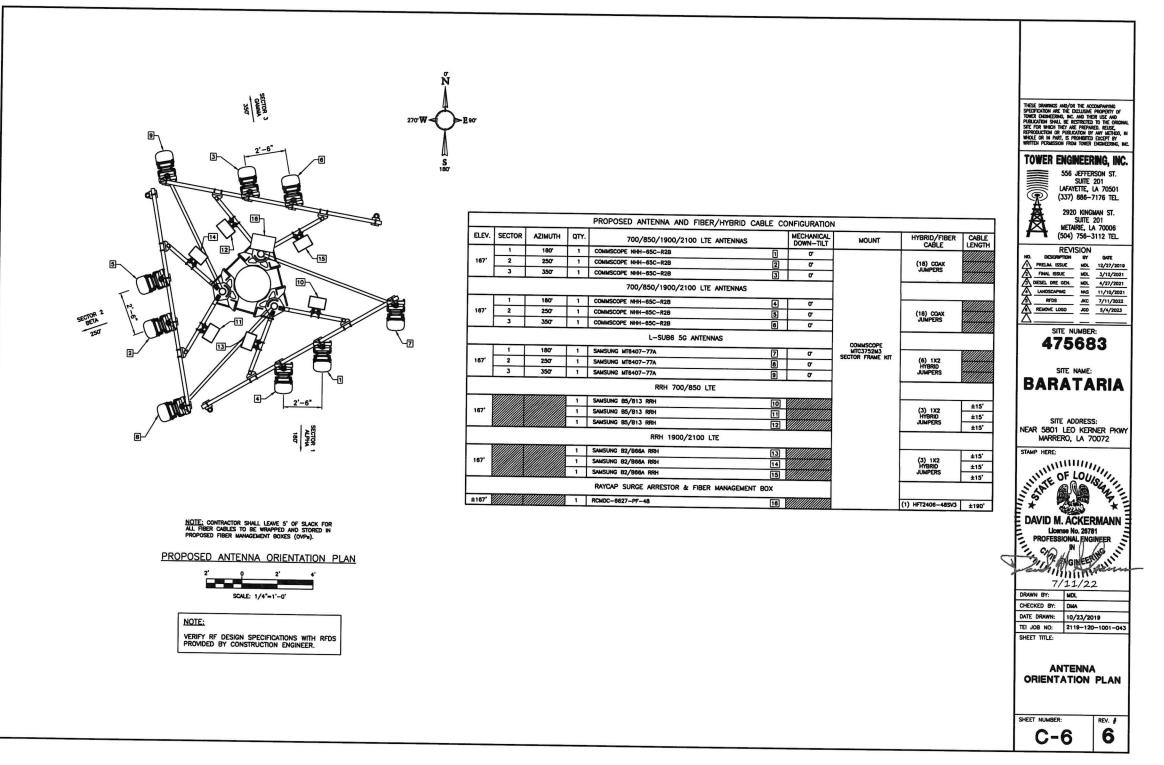


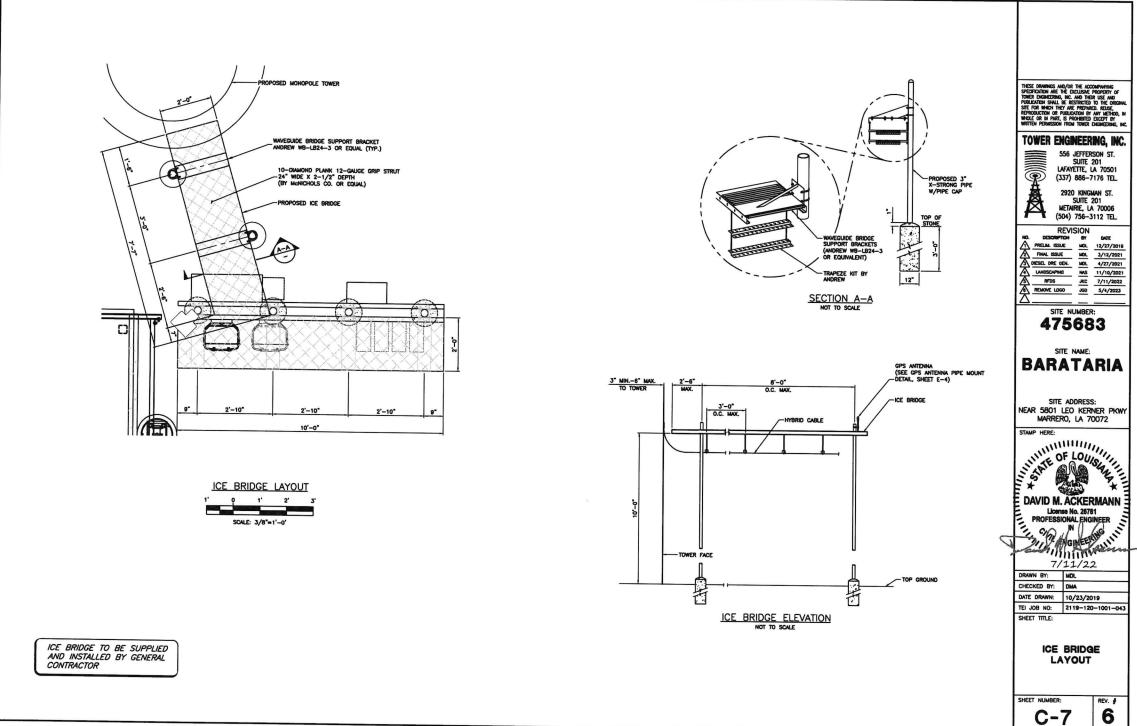


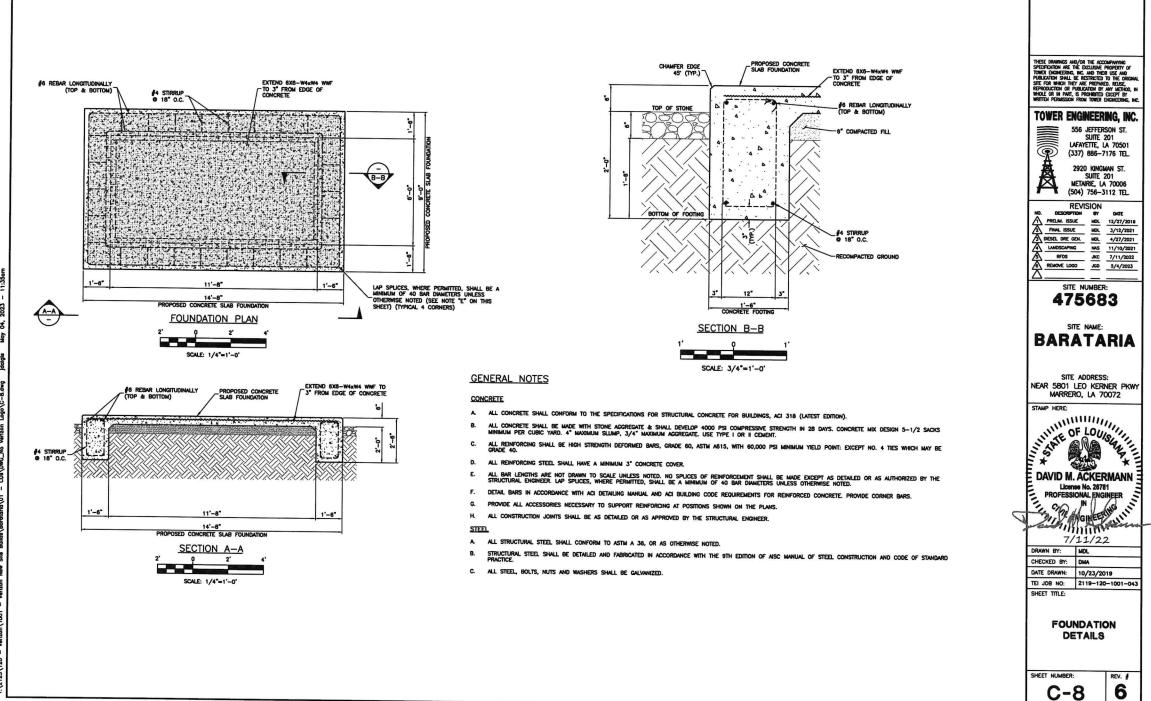
\120 - Vertson\1001 - Vertson Heer She Builds\Berratorio\01 - CDa\DHQ_HO Vertson Logo\C-4.4mg |dolgie May 04, 2021 -

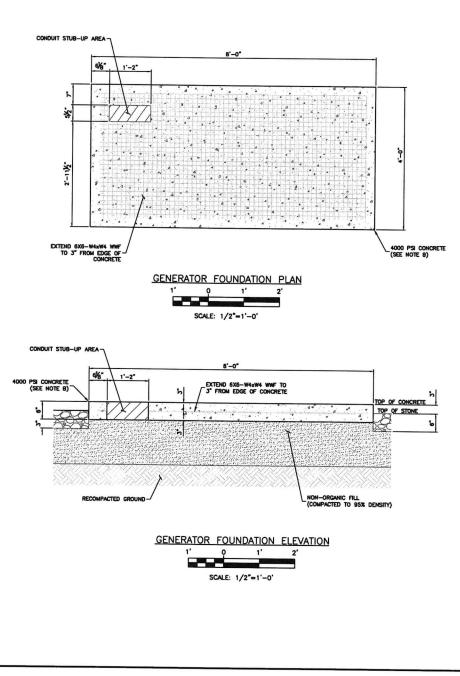
- Vertion/1001 - Vertion New Sta Builds\Barction(o)1 - CDe\DWO_No V













CONCRETE

E.

F.

H.

STEEL

- A. ALL CONCRETE SHALL CONFORM TO THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS, ACI 318 (LATEST EDITION).
- ALL CONCRETE SHALL BE MADE WITH STONE AGGREGATE & SHALL DEVELOP 4000 PSI COMPRESSIVE STRENGTH IN 28 DAYS. CONCRETE MIX DESIGN 5-1/2 SACKS MINIMUM PER CUBIC YARD. 4" MAXIMUM SLUMP, 3/4" MAXIMUM AGGREGATE. USE TYPE I OR II CEMENT. 8.

- C. ALL REINFORCING SHALL BE HIGH STRENGTH DEFORMED BARS, GRADE 60, ASTM A615, WITH 60,000 PSI MINIMUM YIELD POINT: EXCEPT NO. 4 TIES WHICH MAY BE GRADE 40.

A. ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A36, OR AS OTHERWISE NOTED.

C. ALL STEEL, BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED.

G. PROMDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCING AT POSITIONS SHOWN ON THE PLANS.

ALL CONSTRUCTION JOINTS SHALL BE AS DETAILED OR AS APPROVED BY THE STRUCTURAL ENGINEER.

- ALL BAR LENGTHS ARE NOT DRAWN TO SCALE UNLESS NOTED. NO SPUCES OF REINFORCEMENT SHALL BE MADE EXCEPT AS DETAILED OR AS AUTHORIZED BY THE STRUCTURAL ENGINEER. LAP SPUCES, WHERE PERMITED, SHALL BE A MINIMUM OF 40 BAR DAMETERS UNLESS OTHERMISE
- D. ALL REINFORCING STEEL SHALL HAVE A MINIMUM 3" CONCRETE COVER.

DETAIL BARS IN ACCORDANCE WITH ACI DETAILING MANUAL AND ACI BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. PROVIDE

STRUCTURAL STEEL SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH THE 14TH EDITION OF AISC MANUAL OF STEEL CONSTRUCTION AND CODE OF STANDARD PRACTICE.





REVISION HO. DESCRIPTION BY DATE A PRELIAL ISSUE HOL 12/27/2019 A NOVE HOL ISSUE HOL 12/27/2019

DIESEL DRE GEN. MDL 4/27/2021

LANDSCAPING NAS 11/10/2021

 RFDS
 JKC
 7/11/2022

 REMOVE LOGO
 JGD
 5/4/2023

THESE DEWENCE AND/OR THE ACCOMPANYING SPECIFICATION ARE THE DICULSION PROPERTY OF TOMEN DICAREGUES, RAL AND THERE USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL STEF FOR WHOCH THEY ARE REPORTED REDUCE REPORTUCION OR PUBLICATION OF ANY METRO, IN WALLS ON IN PUBLIC SCOPT OF WRITTEN PERJANSION FROM TOWER DIGMETERS, INC.

TOWER ENGINEERING, INC.

556 JEFFERSON ST.

SUITE 201 LAFAYETTE, LA 70501

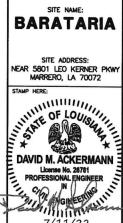
(337) 886-7176 TEL.

2920 KINGMAN ST. SUITE 201 METAIRIE, LA 70006 (504) 756-3112 TEL.

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7/11/22

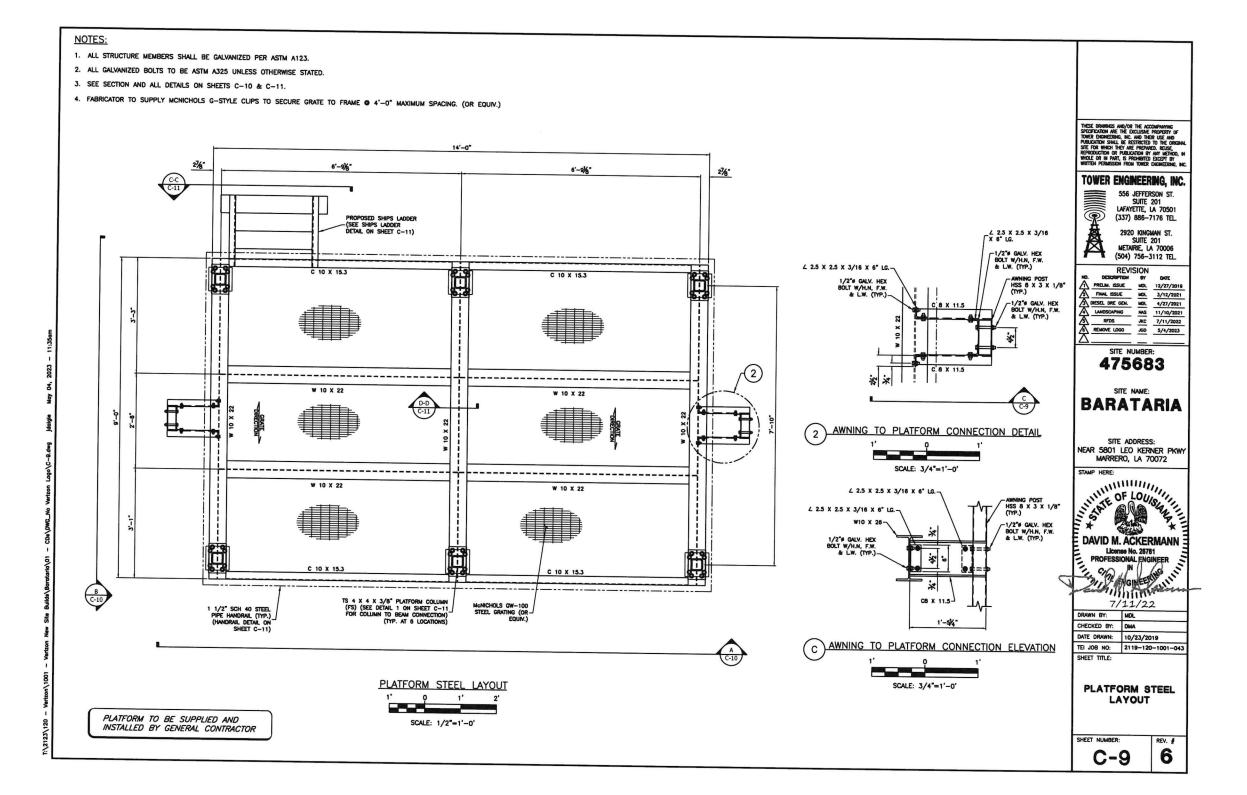
GENERATOR FOUNDATION DETAILS

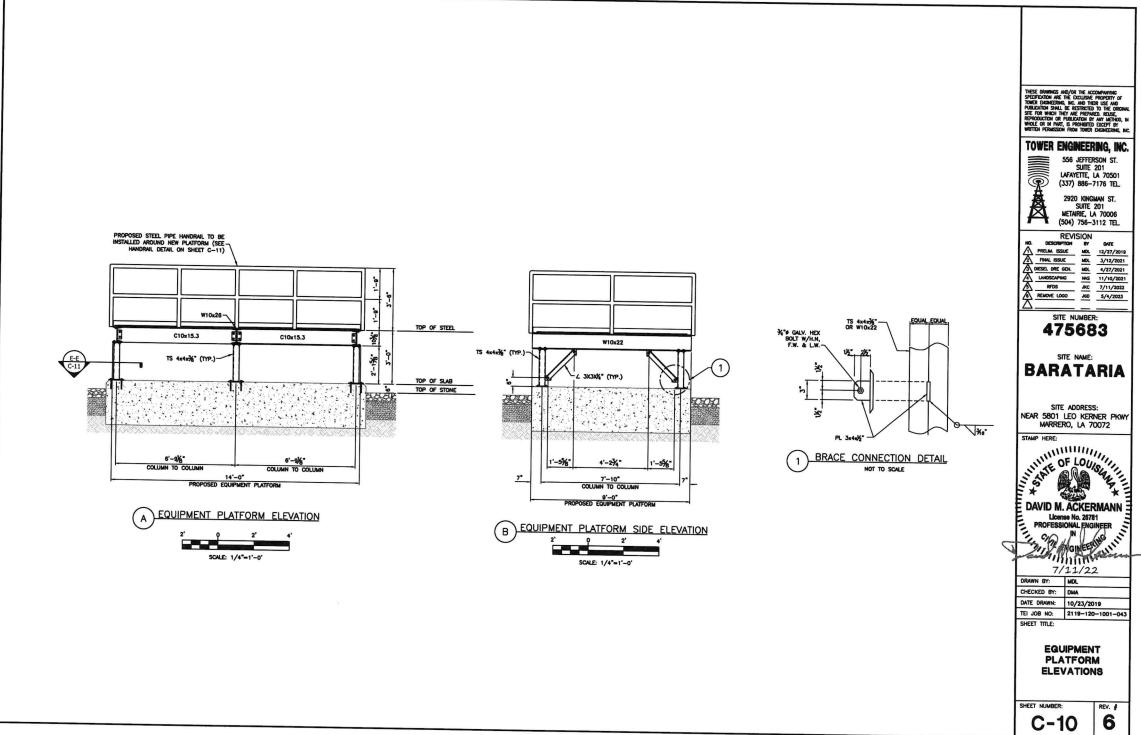
DRAWN BY: MDL CHECKED BY: DMA

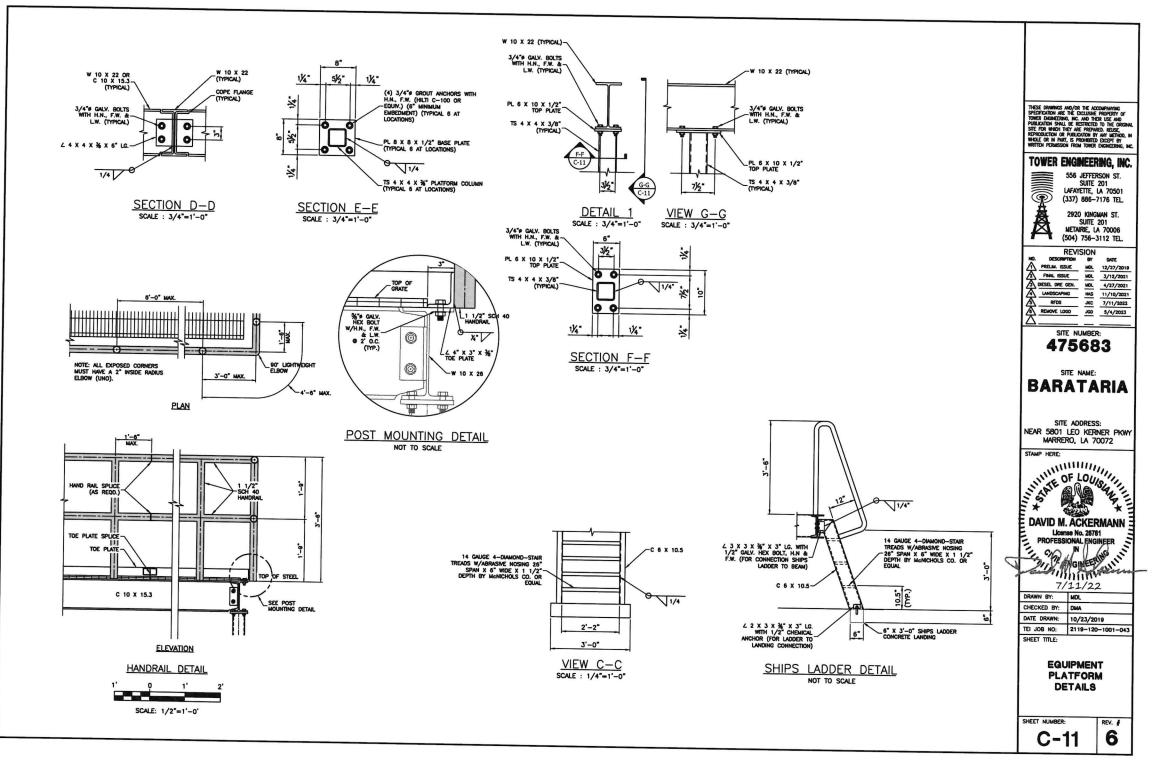
SHEET TITLE:

DATE DRAWN: 10/23/2019 TEI JOB NO: 2119-120-1001-043

SHEET NUMBER: REV. 6 **C-8A**







123/120 - Vertson/1001 - Vertson New Site Builds\Baratarta/01 - COa\DWC_No Vertson Lago\C-11.dwg Jadaigle May 04, 2023

FABRICATION NOTES:

THIS STRUCTURE IS DESIGNED FOR A BASIC WIND SPEED OF 170 MPH AND A LIVE LOAD OF 20 PSF ON TOP OF DECK.

THE CALCULATIONS WERE MADE ACCORDING TO THE IBC 2018, ASCE 7-16 & ASC REQUIREMENTS.

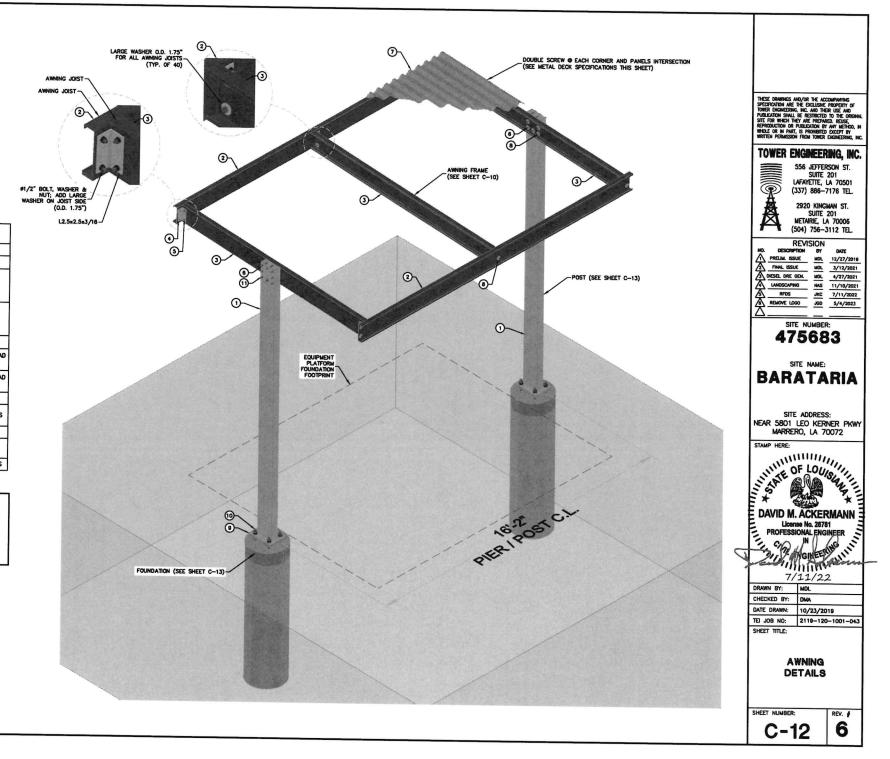
ALL PLATES CONFORM TO ASTM A-36, GRADE 36 KSI MINIMUM YIELD.

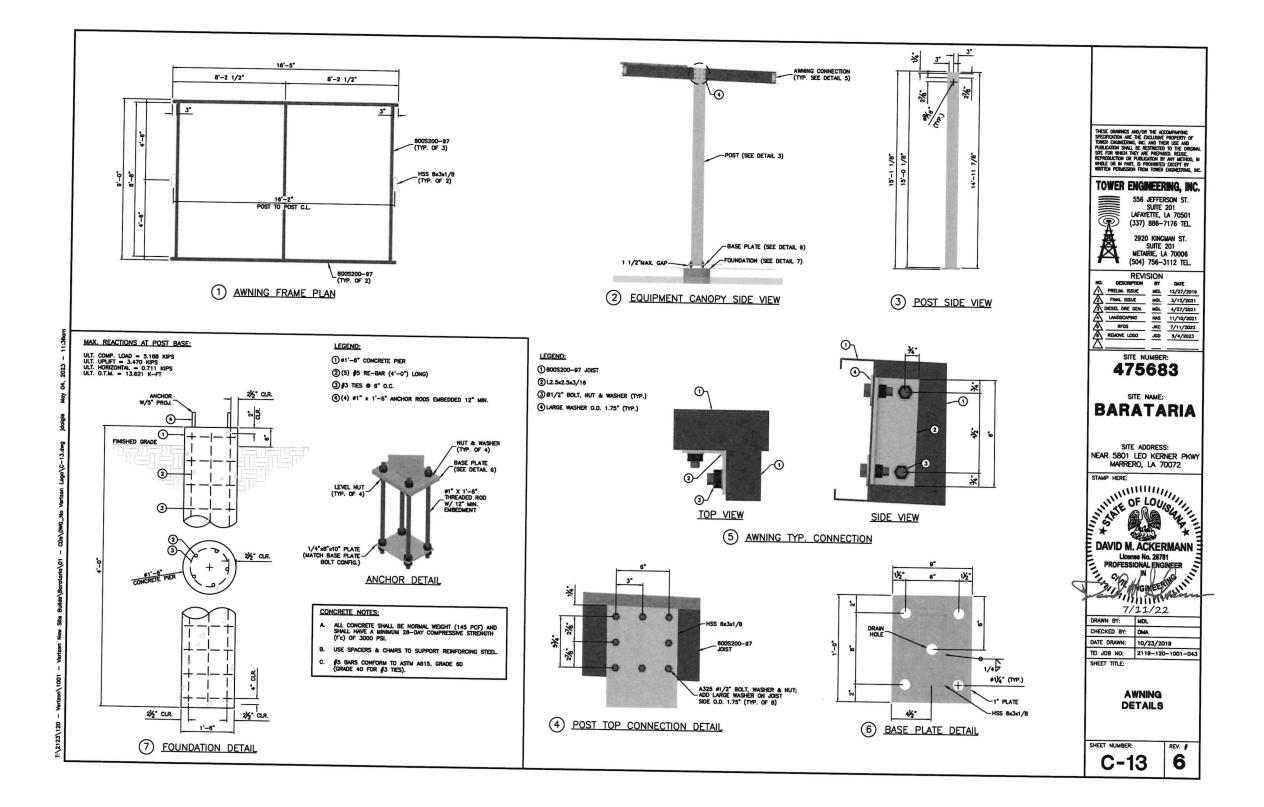
- ALL ANGLES CONFORM TO ASTM A-36, GRADE 36 KSI MINIMUM YIELD.
- ALL HSS CONFORM TO ASTM A-500, GRADE C, 50 KSI MINIMUM YIELD.
- ALL BOLTS CONFORM TO ASTM A-325 & GALVANIZED.
- ALL ANCHOR THREADED RODS CONFORM TO ASTM A307, GRADE A.
- ALL WELDS TO BE E70XX.

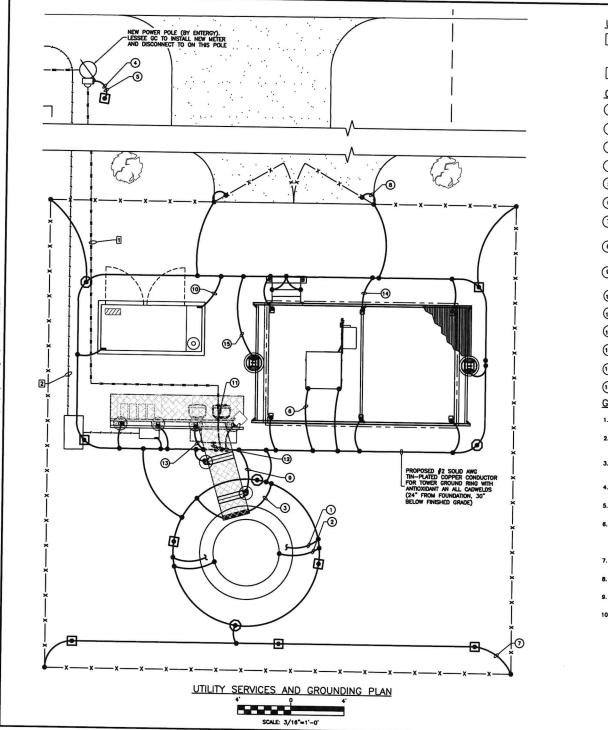
5

ALL STEEL TO BE HOT DIPPED GALVANIZED.

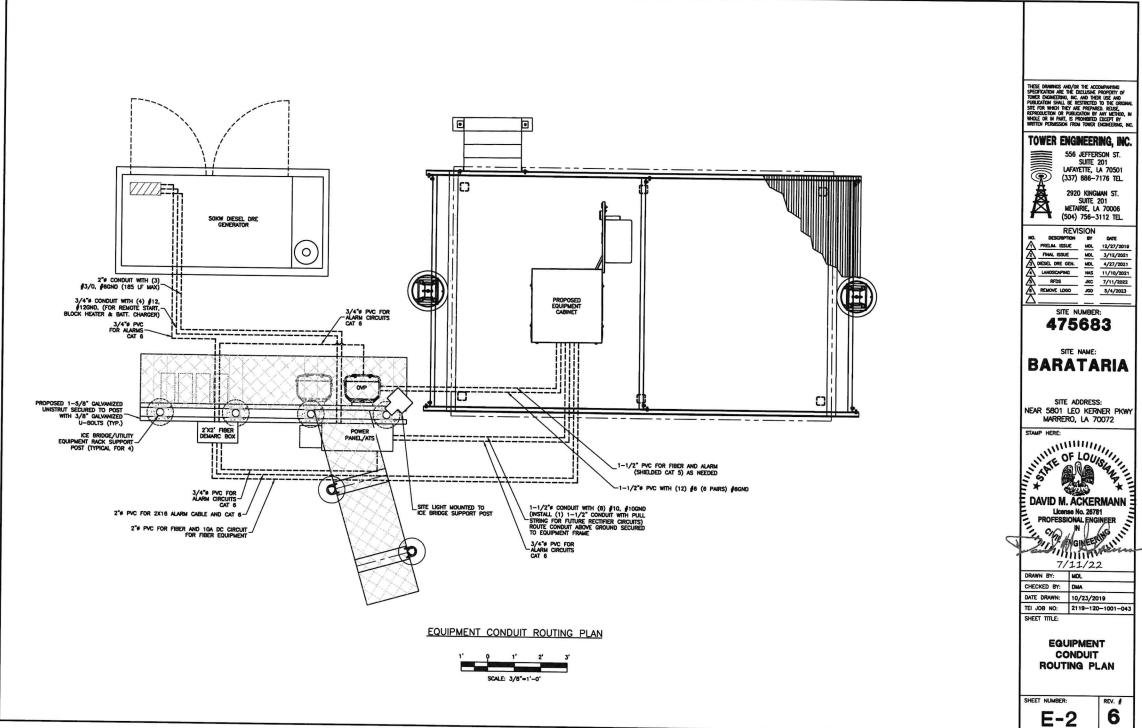
		PLATFORM MA			
	NBR	PART	QTY.	LENGTH	
	1	HSS 8x3x1/8	2	15'-1 1/8"	
	2	8002S200-97 BY MARINOWARE 1-800-627-4661 (OR EQUIVALENT)	2	16'-5"	
- 11:35am	3	8002S200-97 BY MARINOWARE 1-800-627-4661 (OR EQUIVALENT)	3	6'-8"	
2023	4	L2.5x2.5x3/16	6	0'-6"	
May 04,	5	A-325 GALV. BOLTS Ø1/2"	24	LENGTH UNDER HEA	
	6	A-325 GALV. BOLTS Ø1/2"	16	LENGTH UNDER HEA 4 1/4"	
jdaigle	7	METAL DECK	1	9'-0" x 16'-5"	
Dap	8	LARGE WASHER (0.D. 1.75")	40	FOR # 1/2" BOLTS	
1	9	1" BASE PLATE	2	0'-9" x 1'-0"	
/oboj	10	ø1" ANCHOR ROD	8	1'-6"	
ş,	11	LOCK WASHER	40	FOR # 1/2" BOLTS	
\Barataria\01 - CDs\DWG_No Vertzon Loga\C-12.dwg	METAL DECK SPECIFICATIONS: GAGE 20. Imin. = 0.143 N°4 Smin. = 0.207 N°3 1. ATTACH WITH #10 SCREWS @ 8° 0.C. ON EACH SUPPORTING ELEMENT. 2. DOUBLE SCREWS AT EACH CORNER & EACH PANELS INTERSECTION (2° APART). 3. USE #10 SCREWS BY (MEMASTER-CARR) PART NANOBGRAVES ON EQUIVALENT.				
Baratari	2. DOUBLE SCREWS	S AT EACH CORNER & FACI	PANELS INTEDECO	1041 (2" ADADT	



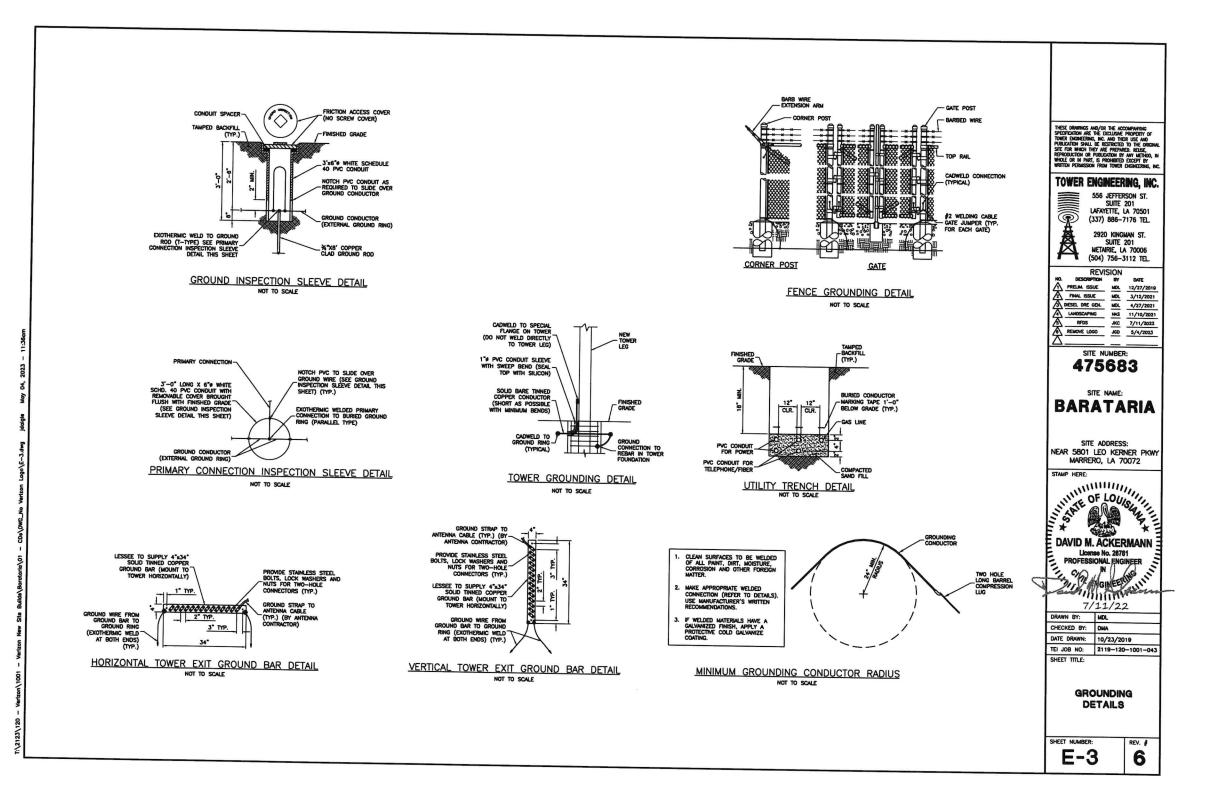


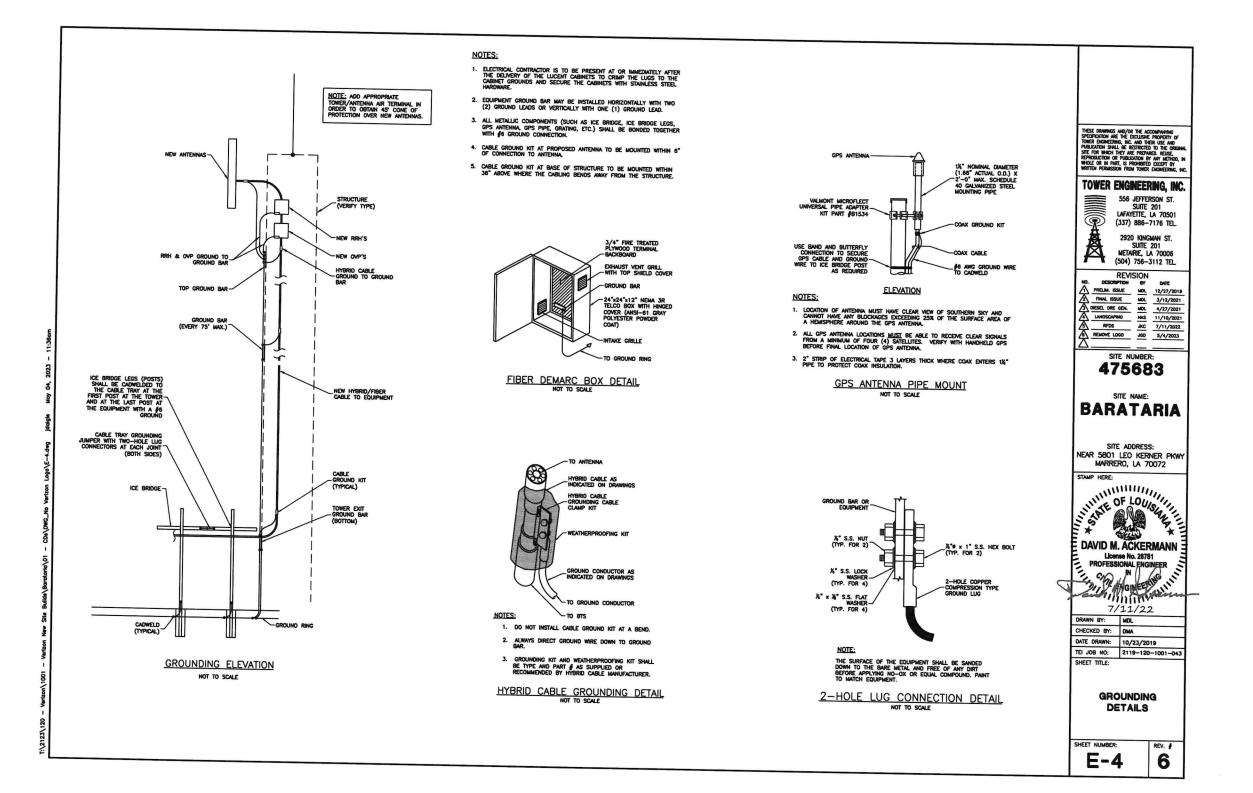


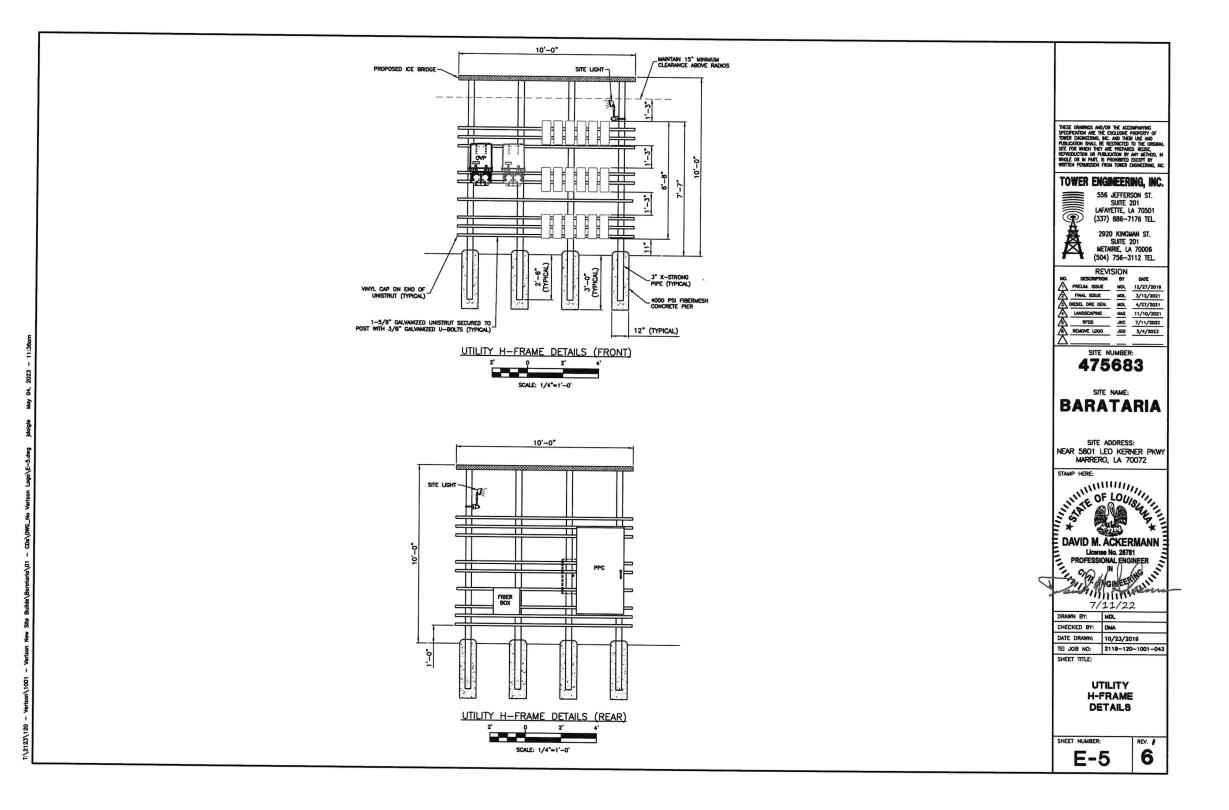
UTILITY SERVICE KEY NOTES:	
1. PROPOSED 3 [™] UNDERGROUND CONDUIT WITH PULL ROPE FROM NEW 200A METER AND DISCONNECT TO PPC AT UTILITY H-FRAME (87 ELECTRICAL CONTRACTOR). CONTRACTOR TO SUPPLY (3) LENGTHS OF SCHEDULE 80 PVC TO RISE UP POWER POLE TO POLE MOUNTED UTILITY TRANSFORMER. DISCONNECT SWITCH TO POLE TO SUPPLY WIRE FROM DISCONNECT SWITCH TO PPC (±70)	
2. PROPOSED (2) 2" SCHEDULE 40 PVC CONDUITS 38" UNDERGROUND WITH (2) PULL STRINGS IN EACH FROM PROPOSED FIBER HANDHOLE AT RIGHT OF WAY TO PROPOSED TELCO BOX AT UTILITY H-FRAME (±200")	
GROUNDING KEY NOTES:	THESE DRAWINGS AND/OR THE ACCOMPANYING
1. TOWER FOUNDATION GROUND CONNECTION (TYPICAL FOR 2)	THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION ARE THE DICLUSINE PROPERTY ON TOWER ENGINEERING, NC. AND THER USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORK SITE FOR WHICH THEY ARE PREPARED, REUSE, REDEONLIFTICH OR DURING THE AREA DRAWED.
2) TOWER GROUND CONNECTION (TYPICAL FOR 2)	REPRODUCTION OR PUBLICATION BY ANY METHOD WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM TOWER ENCINEERING,
3) TOWER EXIT GROUND BAR CONNECTION (TYPICAL FOR 2)	TOWER ENGINEERING, IN
(*) 200A METER GROUND CONNECTION (GROUND EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS)	556 JEFFERSON ST. SUITE 201
5) 2004 DISCONNECT SWITCH GROUND CONNECTION (GROUND EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS)	(337) 886-7176 TEL
(6) BATTERY/EQUIPMENT CABINET TWO-HOLE LUG GROUND CONNECTION (GROUND EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS) (TYPICAL)	2920 KINGMAN ST. SUITE 201
(7) FENCE CORNER GROUND CONNECTIONS (ALL FENCE POSTS WITHIN 6'-O" OF BURIED GROUND RING SHALL BE BONDED TO THE GROUND RING AT EVERY OTHER FENCE POST) (ALL REQUIRED CONNECTIONS TO OBJECTS ARE NOT NECESSARILY INDICATED ON THE PLAN)	METAIRIE, LA 70006 (504) 756-3112 TEL
(B) GATE POST GROUND CONNECTIONS (PROVIDE GATE JUMPERS TO ALLOW FULL TRAVEL OF GATE)	REVISION NO. DESCRIPTION BY DATE A PRELIM ISSUE MOL 12/27/20 FINAL ISSUE MOL 3/12/200
(1) ICE BRIDGE/UTILITY EQUIPMENT RACK SUPPORT POST GROUND CONNECTIONS (ALL MEMBERS OF ICE BRIDGE SHALL BONDED TOGETHER WITH #6 COPPER AND TWO-HOLE CRIMP LUGS)	A DIESEL DRE GEN. MOL 4/27/200 A LUNDSCAPINC NAS 11/10/200
(0) GENERATOR GROUND CONNECTION (TYPICAL FOR 2).	AS RFDS JKC 7/11/202 AS REMOVE LOGO JGD 5/4/202
11 RAYCAP RCMDC-8827-PF-48 GROUND CONNECTION.	
12 PPC GROUND CONNECTION.	475683
(13) FIBER DEMARC GROUND CONNECTION.	
(14) GROUND CONNECTION TO PLATFORM COLUMNS. DO NOT WELD DIRECTLY TO POST USE GROUNDING FLANGE (8 TYP.)	BARATARIA
(15) ground connection to awning post. Do not weld directly to post use grounding fuance (2 typ.)	
GENERAL NOTES:	
1. ALL GROUNDING CONDUCTORS ARE #2 AWG BARE TINNED COPPER, UNLESS NOTED OTHERWISE.	SITE ADDRESS: NEAR 5801 LEO KERNER PK MARRERO, LA 70072
2. ALL BONDS TO BURIED GROUND RING SHALL BE PARALLEL TYPE EXOTHERMIC WELD (EXCEPT BONDS TO GROUND RODS WHICH SHALL BE TEE TYPE).	STAMP HERE:
3. ALL METALLIC ITEMS WITHIN 6' OF THE NEW GROUND RING OR NEW GROUND CONDUCTORS SHALL BE CONNECTED TO THE NEW GROUND SYSTEM.	STAMP HERE:
4. ANTI-OXIDE COMPOUND SHALL BE APPLIED TO ALL EXTERIOR, ABOVE-GRADE GROUND CONNECTIONS.	
5. ALL UNDERGROUND CONNECTIONS TO BURIED GROUND RING SHALL BE MADE USING EXOTHERMIC WELD PROCESS (CADWELD OR EQUAL).	E DAVID M. ACKERMANN
6. GROUND ROOS SHULL BE 3/4"# X B" LONG, COPPER CLAD TIPLE TOP OF ROD SHALL BE 30" BELOW FINISHED GRADE. ALL GROUND ROOS SHALL BE DRIVEN STRAKHT DOWN, PERFENDICULAR TO FINISHED GRADE, SUITABLE PROTECTION SHALL BE PROVDED ON END OF ROOS TO PREVENT WUSHROWING DURING INSTLUTION. FRICTION ACCESS CONDES FOR GROUND INSPECTION SLEEVE SHALL BE BROUGHT FLUSH WITH FINISHED GRADE. SEE "GROUND INSPECTION SLEEVE DETAIL" ON SHEET E-J.	License No. 28781 PROFESSIONAL ENGINEER
7. ROUTING OF CONDUITS MAY BE MODIFIED TO MEET SITE REQUIREMENTS, EXACT CONDUIT ROUTING TO BE DETERMINED IN THE FIELD.	
8. A PULL BOX IS TO BE INSTALLED AFTER A MAXIMUM OF 500' OR TWO 90 DEGREE BENDS FOR ALL UTILITY SERVICE CONDUIT RUNS.	7/11/22 DRAWN BY: MDL
9. FOR UTILITY WIRING DIAGRAM, SEE SHEET E-8.	CHECKED BY: DMA DATE DRAWN: 10/23/2019
10. FOR ELECTRICAL SPECIFICATIONS & GROUNDING NOTES, SEE SHEET N-2.	DATE DRAWN: 10/23/2019 TEI JOB NO: 2119-120-1001-0 SHEET TITLE:
LEGEND	
GROUND INSPECTION SLEEVE/GROUND ROD	UTILITY SERVICES AND
GROUND ROD	GROUNDING
GROUND CONNECTION (CADWELD) GROUND CONNECTION (TWO-HOLE LUG)	PLAN
- F- FIBER & CONTROL LINES	
HOLK & CONTROL DIRES	
- UNDERGROUND ELECTRIC LINE	SHEET NUMBER: REV. #

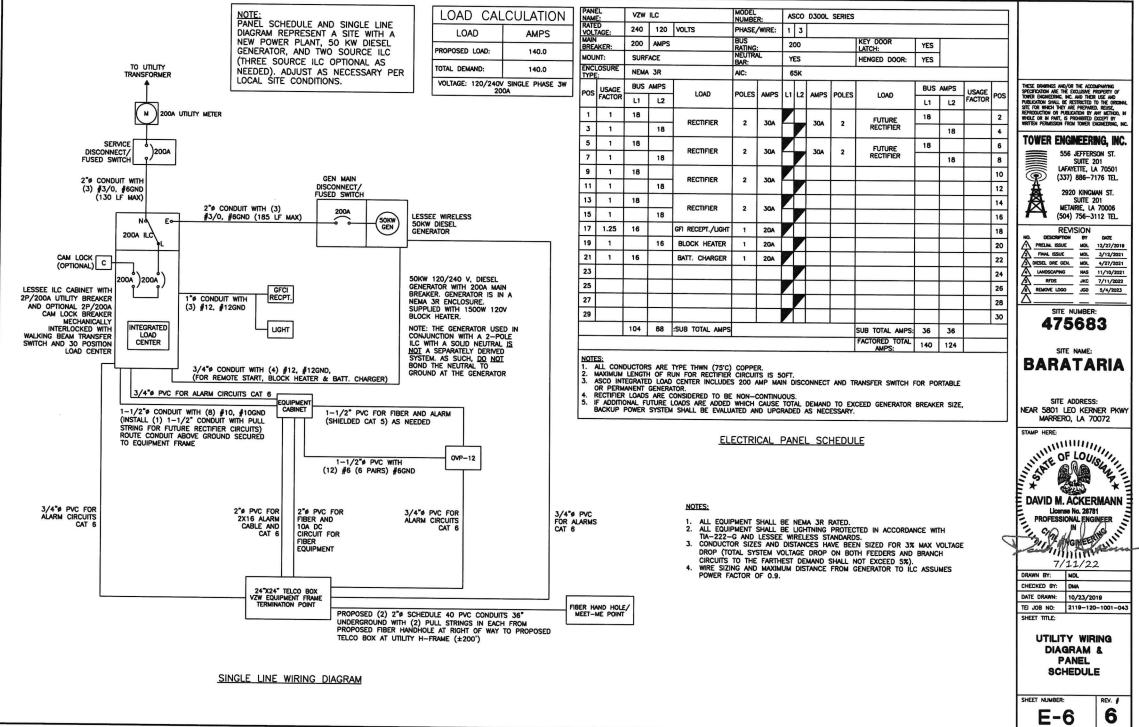


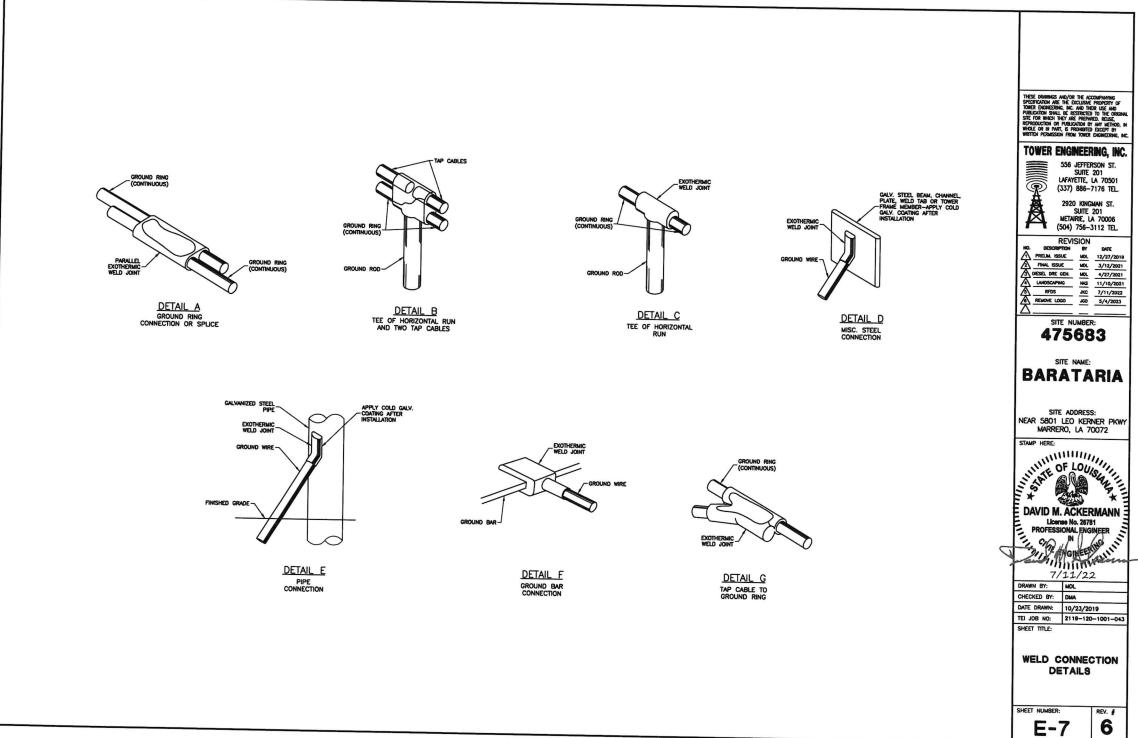
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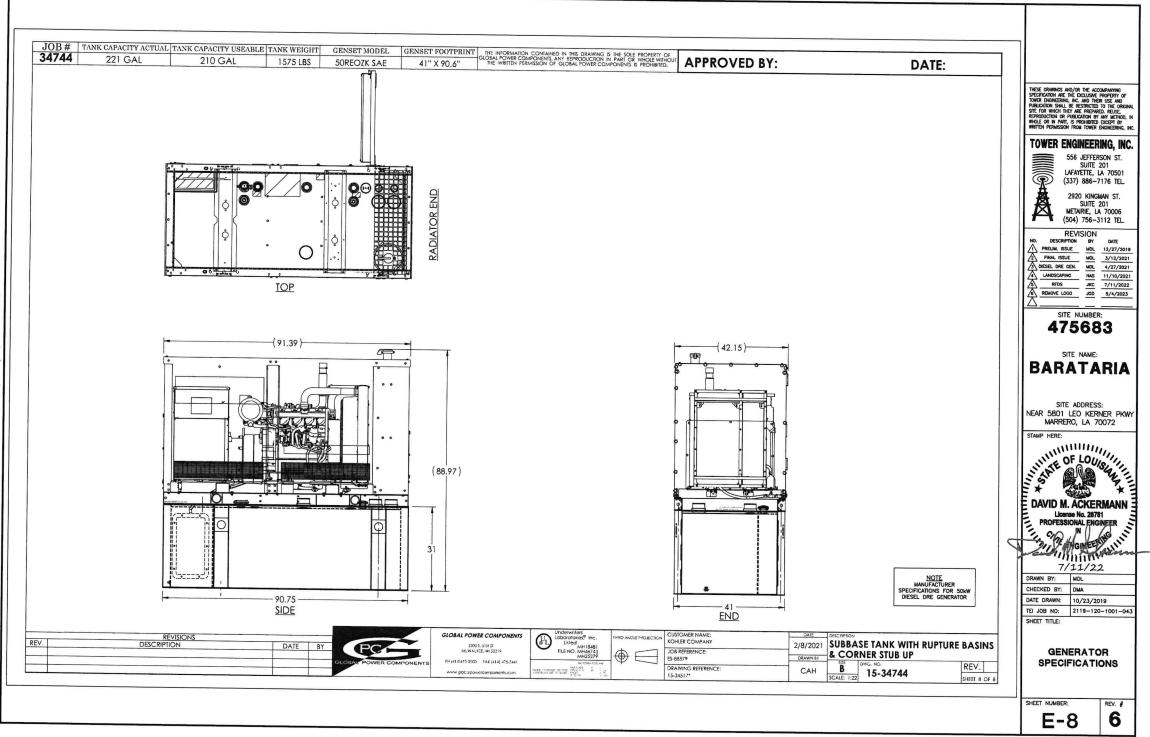




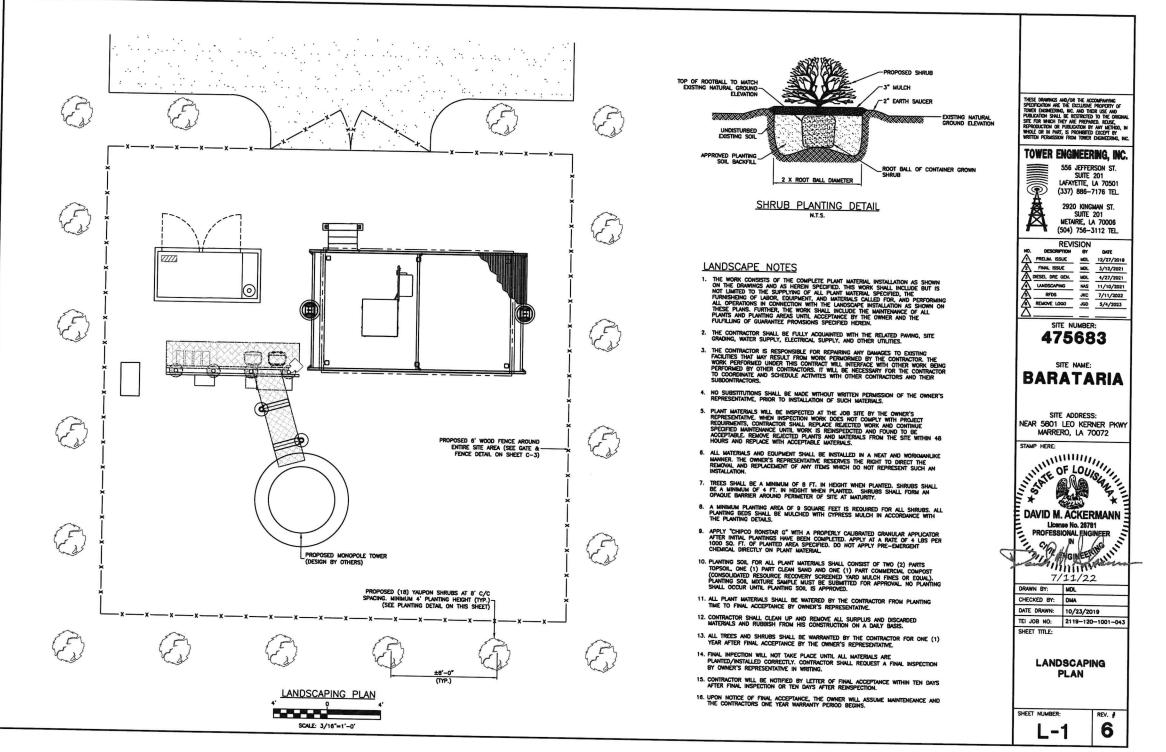








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GENERAL NOTES:

	SENERAL HOLLS.	SITE DEVELOPMENT AND FINISHING NOTES:	
	 VERIFY ALL EXISTING SITE CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEDDING WITH THE WORK. 	1. ALL CUT AND FILL SLOPES SHALL BE 2 : I MAXIMUM.	
	2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.	 DIGGING AND EXCAVATION - HAND DIG ALL EXCAVATIONS AND TRENCHES IN AREAS SUSPECTED TO CONTAIN EXISTING GROUNDING CONDUCTORS, GROUND RODS, POWER/TELCO CABLES OR OTHER BURIED UTILITIES. 	
	3. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERT. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOUSE CONTENTIONED TO THE DESTINGTION OF THE PROJECT.	ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED. COLLOCATION SITE FINISHING - UNLESS OTHERWISE DIRECTED BY THE LESSE'S PROJECT MANAGER, AREAS OF COMPOUND FYRANSION OR SPACE LOCATED WITHIN THE LESSE INFORMATION OF THE LESSE'S PROJECT MANAGER, AREAS OF COMPOUND	THESE DRIVINGS AND/OR THE ACCOMPANYING SPECIFICATION ARE THE DCCLUSIVE PROPERTY OF TOMER BROMERING, INC. AND THEIR USE AND
	4. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FORMATION OF THE PROVIDENT OF THE PROPERTY OF THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY	EXISTING COMPOUND OR AT THE SOLE DISCRETION OF THE PROJECT MANAGER. THE FINISHED TO THE SAME STANDARD AS THE BALANCE OF THE PROVIDED. REFER TO ITEM #5.	TOHEN ENGINEERING SHALL BE RESIDENT OF AND THEIR OSE AND SITE FOR WHICH THEY ARE PREPARED, RELISE, REPRODUCTION OR PUBLICATION BY ANY WEITHON, I WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM TOWER ENGINEERING, IN
	5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE DEDUCTED THAT CROUDE	OVER 6 MIL WEED BARRIER, OVER 6" COMPACTED BASE. FILL MATERIAL SHALL BE EQUAL TO CRUSHED LIMESTONE CONFORMING TO STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR TYPE 'A' GRADE 2 MATERIAL COMPACTED TO 95% PROCTOR DENSITY OVER A COMPACTED SUB-GRADE THAT WAS SCARIFIED AND RECOMPACTED TO 95% PROCTOR DENSITY.	TOWER ENGINEERING, INC 556 JEFFERSON ST. SUITE 201 LAFAYETTE, LA 70501 (337) 886-7176 TEL
	6. CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.	6. REPAIR/REPLACE – AT NO ADDITIONAL EXPENSE TO THIS CONTRACT, ANY CONSTRUCTION RELATED DAMAGE TO ANY EXISTING SITE ELEMENTS OR FINISHES WITHIN THE COMPOUND, IN ADJACENT AND/OR ALONG ROUTES TO THE WORK AREA, HOWEVER INCIDENTAL TO THE PROSECUTION OF THE WORK, SHALL BE PUT IN A PRECONSTRUCTION CONDITION TO THE SATISFACTION OF THE LESSEE'S PROJECT MANAGER.	A 2920 KINGHAN ST
	 THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE FINAL RF DESIGN AND OTHER STRUCTURAL ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL. 	7. CONCRETE FOUNDATIONS SHALL NOT BE DIACED ON ODONICO NUTERIU IN DEVICE AND DEVICE	SUITE 201 METAIRIE, LA 70006
	8. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPLOYED.	MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATED TO TIS FULL DEPTH AND ETHER BE REPLACED WITH FOR THE FOUNDATION.	(504) 756-3112 TEL. REVISION NO. DESCRIPTION BY DATE
	FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.	8. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.	Image: Prelim. Issue MDL 12/27/2019 2 FINAL ISSUE MDL 3/12/2021 3 DIESEL DRE GEN. MDL 4/27/2021
	10. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.	 AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH. 	A LANDSCAPING NAS 11/10/2021 S RFDS JKC 7/11/2022
	CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.	10. BACK FILL SHALL BE: - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL, OR SOFT SHALE;	6 REMOVE LOGO JGD 5/4/2023
	12. FOR THE PURPOSE OF THESE CONSTRUCTION DOCUMENTS, THE FOLLOWING DEFINITIONS SHALL APPLY:	- FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS; - IN LAYERS AND COMPACTED.	SITE NUMBER: 475683
		11. BACKFILL - ALL BORROWED FILL MATERIAL SHALL BE EQUAL TO STATE SPECIFICATION FOR TYPE A, GRADE 1 OR 2, COMPACTED TO 95% PROCTOR DENSITY. WHERE TRENCHING IS REQUIRED, BACKFILLING WITH MATERIALS EXCAVATED FROM THE TRENCH WILL BE PERMITTED UNLESS OTHERWISS DIFFERENCE WITH FOR THE DEDUCTOR DEVICES OTHERWISS.	SITE NAME:
	13. CARE SHALL BE TAKEN TO LOCATE ALL EXISTING UNDERGROUND OBSTRUCTIONS, UTILITIES AND/OR EASEMENTS BEFORE DIGGING OR DRILLING ON THIS SITE.	NOT TO EXCEED 6" COMPACTED DEPTH AND TO 95% PROCTOR DENSITY FLUSH TO THE SURFACE OF THE FINISHED COMPACTED SUB-GRADE.	BARATARIA
	The hard to the one one one one of the file sheet.	12. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6' DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO <15% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT ±2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE TA DAYE AFTER DIACONSTRUCT FOR DATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK	SITE ADDRESS:
15. CARE SHALL BE TAKEN TO PROTECT THE SITE AND THE SURROUNDING AREA FROM FIRE HAZARD DURING 'HOT' OPERATIONS. ADEQUATE EQUIPMENT, PERSONNEL AND EMERGENCY COMMUNICATIONS SHALL BE PROVIDED TO PROTECT LIFE AND PROPERTY IN AND SURROUNDING THE CONSTRUCTION SITE. 13		13. THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER PLACEMENT OF CONCRELE.	NEAR 5801 LEO KERNER PKW MARRERO, LA 70072
	16. ALL EXCAVATIONS SHALL BE BARRICADED FOR PERSONNEL PROTECTION AND CONCRETE PIERS SHALL BE FILLED BY END OF DAY.	STALE SECT & ANAT IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR	STAMP HERE:
	17. VERIFY REQUIREMENTS OF OTHER TRADES PRIOR TO PROCEEDING WITH FABRICATION OR INSTALLATION OF MATERIALS.	14. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AND AND THE LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN	NILL OF LOW
CONSTRUCTION DOCUMENTS SHALL NOT BE REPRODUCED FOR SHOP DRAWINGS.			THE OF LOUISIAN
	19. ALL BIDDERS SHALL VISIT THE SITE BEFORE BIDDING TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS.	15. FILL PREPARATION: REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS, DELETERIOUS MATERIALS, DELETERIOUS MATERIALS, DELETERIOS, MATERIALS, DELE	
	20. THE BUILDER/CONTRACTOR SHALL BE RESPONSIBLE WITH NO ADDITIONAL COSTS TO THE OWNER/LESSOR/PROJECT MANAGEMENT TEAM FOR ALL FEES, PERMITS, INSPECTION FEES RELATED TO THIS PROJECT, OR SEE THAT ANY AND ALL SUCH CHARGES ARE PAID BY THE RESPECTIVE SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT.	SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.	DAVID M. ACKERMANN License No. 26781 PROFESSIONAL ENGINEER
	THE ORIGINAL CONDITION AS DETERMINED BY THE PROJECT MANAGER.	16. REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS	
22. CUT AND PATCH ANY AREAS WHERE REQUIRED BY THE SCOPE OF THIS PROJECT. MATCH EXISTING WORK AND MATERIALS EVEN IF SUCH WORK FALLS OUTSIDE OF THE LIMITS OF THIS CONTRACT.		ADDITIONAL RESURFACING MATERIAL, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL	
	23. THE OWNER OF THE SITE RETAINS SALVAGE RIGHTS TO ALL MATERIALS AND EQUIPMENT REMOVED FROM THE EXISTING WORK. MATERIALS AND EQUIPMENT NOT CLAIMED BY THE OWNER SHALL BECOME THE PROPERTY OF THE BUILDER/SUBCONTRACTOR WHO SHALL ASSUME COMPLETE RESPONSIBILITY FOR THE REMOVAL AND APPROPRIATE DISPOSAL THEREOF.	SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED ELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.	7/11/22 DRAWN BY: MDL CHECKED BY: DMA
	SHOWN. NOTIFY THE PROJECT MANAGER IF SIGNIFICANT VARIATIONS ARE ENCOUNTERED AT THE SITE.	WHERE SUCH DAMAGE IS UNE TO THE CONTRACTOR'S OFFICIATIONS DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE	DATE DRAWN: 10/23/2019 TEI JOB NO: 2119-120-1001-04
	25. DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT NO DISRUPTION OF EXISTING FACILITY OPERATIONS WILL OCCUR.	18. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NECLICENCE SHALL BE DEDUCED (SEE 1455 -	SHEET TITLE:
	20. THE NATURE OF THE SITE RELATED ACTIVITIES REQUIRES THAT ACCESS TO THE SITE MUST BE MANAGED AT ALL TIMES DURING HOURS OF OPERATION AND WHEN THE SITE IS UNATTENDED. WORK WITH THE OWNERS REPRESENTATIVE FOR SAFETY AND SECURITY AT ALL TIMES.	19. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH DRODERTY OWNER CO. 10 TO WARD INTERPOLICE	GENERAL NOTES
27. CONTRACTORS SHALL BE REQUIRED TO PICK UP ALL OWNER SUPPLIED EQUIPMENT AS DIRECTED BY THE PROJECT MANAGER WITH NO ADDITIONAL		20. THE AREA IMMEDIATELY APOLIND NEW FOUNDMENT SUMLINE ODDED TO ONLOS OUTSIDE WITTE TO THE	
	CONTROLOGY STALE LEAVE FREMISES IN CLEAN CONDITION.	LIGHT POINT DIGITIE DIGITIES DOWNER AND AFTER COMPLETION OF CONSTRUCTION.	
2	29. CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH LESSEE REPRESENTATIVES TO DISCUSS ALL ASPECTS OF THE CONSTRUCTION SCOPE OF THESE DRAWING TO ENSURE HE IS FAMILIAR WITH AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.	21. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCE.	N-1 6

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ELECTRICAL INSTALLATION NOTES:

GROUNDING NOTES:

1.

- 1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
- 2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
- 3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
- 4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
- 6. EACH END OF EVERY POWER. POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING, AND TI CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (JM BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
- ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
- 8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
- 9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
- 10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V. OIL RESISTANT THIN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90'C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
- 11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THINN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
- 12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (∦14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
- 13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C. IF AVAILABLE).
- 14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
- 15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
- ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
- 17. CALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE ORADE.
- 18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
- 19. LIGUID-TICHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
- 20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
- 21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
- 22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA I (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
- 23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA I (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
- 24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS I; AND RATED NEMA I (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
- 25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA I (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
- 26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
- 27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

- ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
- THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. TESTING SHALL BE IN ACCORDANCE WITH SPECIFICATION 24782-000-3PS-EG00-00001. USE OF OTHER METHODS MUST BE PRE-APPROVED BY CONTRACTOR IN WRITING.
- 3. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. WHEN ADDING ELECTRODES, CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE BETWEEN THE ADDED ELECTRODE AND ANY OTHER EXISTING ELECTRODE EQUAL TO THE BURIED LENGTH OF THE ROD. IDEALLY, CONTRACTOR SHALL STRIVE TO KEEP THE SEPARATION DISTANCE EQUAL TO TWICE THE BURIED LENGTH OF THE RODS.
- . THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
- METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE AND UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
- 6. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
- 7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK-TO-BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
- 8. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
- USE OF 90' BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45' BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 24 INCHES.
- 10. EACH INTERIOR BTS CABINET FRAME/PLINTH SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH #6 AWG STRANDED, GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES. EACH OUTDOOR CABINET FRAME/PLINTH SHALL BE DIRECTLY CONNECTED TO THE BURIED GROUND RING WITH #2 AWG SOLID TIN-PLATED COPPER WIRE.
- 11. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING, SHALL BE #2 AWG SOLID TIN-PLATED COPPER UNLESS OTHERWISE INDICATED.
- 12. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE. CONNECTIONS TO ABOVE GRADE EXTERIOR UNITS SHALL BE MADE WITH EXOTHERMIC WELDS WHERE PRACTICAL OR WITH 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS. HIGH PRESSURE CRIMP CONNECTORS MAY ONLY BE USED WITH WRITTEN PERMISSION FROM LESSEE MARKET REPRESENTATIVE.
- EXOTHERMIC WELDS SHALL BE PERMITTED ON TOWERS ONLY WITH THE EXPRESS APPROVAL OF THE TOWER MANUFACTURER OR THE CONTRACTORS STRUCTURAL ENGINEER.
- ALL WIRE TO WIRE GROUND CONNECTIONS TO THE INTERIOR GROUND RING SHALL BE FORMED USING HIGH PRESS CRIMPS OR SPLIT BOLT CONNECTORS WHERE INDICATED IN THE DETAILS.
- 15. ON ROOFTOP SITES WHERE EXOTHERMIC WELDS ARE A FIRE HAZARD, COPPER COMPRESSION CAP CONNECTORS MAY BE USED FOR WIRE TO WIRE CONNECTORS. 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS SHALL BE USED FOR CONNECTION TO ALL ROOFTOP BTS EQUIPMENT AND STRUCTURAL STEEL.
- ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR USING TWO HOLED MECHANICAL TYPE BRASS CONNECTORS AND STAINLESS STEEL HARDWARE.
- 17. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
- 18. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
- MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
- 20. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF THE BURIED GROUND RING WITH # 2 SOLID AWG TIN-PLATED COPPER GROUND CONDUCTOR.
- 21. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH HALLS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT WITH LISTED BONDING FITTINGS

	THESE DRAWINGS AND/OR THE ACCOUPANTING SPECIFICATION ARE THE DOLLISKE PROPERTY OF TOKER EVERABEDING, INC. AND THEIR USE AND PREJICATION AND INFO AND APPRAVED, RELEX, SPECIFIC TOKEN AND AND APPRAVED, RELEX, SPECIFIC AND APPRAVED AND APPRAVED, RELEX, WHELE OR HEAT, S PROMEND DOCEPT BY WHELE OR HEAT, S PROMEND DOCEPT BY WHETTER HEAT, SPECIFIC DOKENDOR, INC.				
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