

SEWERAGE PROPERTY OPTION AGREEMENT

This sewerage property option agreement (the "Agreement") is made by and between **EAGLE WATER, LLC**, a Louisiana limited liability company, with a mailing address of 6614 Colquitt Road, Keithville, Louisiana 71047 ("Grantor"), the undersigned member of Grantor (hereinafter collectively referred to as "Member"), and the **CONSOLIDATED WATERWORKS/SEWERAGE DISTRICT NO. 1 OF THE PARISH OF BOSSIER, LOUISIANA**, a political subdivision of the state of Louisiana, with a mailing address of 204 Burt Boulevard, Benton, Louisiana 71006 ("THE DISTRICT").

WITNESSETH:

1. Grant of Option

In consideration of the payments to be made, Grantor does hereby grant and give to THE DISTRICT, and THE DISTRICT accepts the right and exclusive option to purchase (hereinafter referred to as the "Option"), upon the terms and conditions hereinafter set forth, all movable and immovable property owned by Grantor and used by Grantor in the wastewater and sewerage collection, treatment, and discharge business for the systems listed on Exhibit 1 attached hereto, or any portion thereof as directed by THE DISTRICT, in its sole discretion (collectively the "Subject Property") free and clear of any and all encumbrances.

2. Option Consideration and Term

As consideration for the granting of the Option (the "Option Consideration"), THE DISTRICT shall pay to Grantor the following amounts:

<u>Covered Period</u>	<u>Total Payment</u>
Days 1 - 1,095	\$2,000.00
Days 1,096-1,460	\$2,000.00

Upon full execution of this Agreement by Grantor, Member and THE DISTRICT, THE DISTRICT shall pay to Grantor the sum of TWO Thousand and 00/100 Dollars (\$2,000.00) as Option Consideration.

a. **Initial Option Period.** The initial term of the option (hereafter "**Initial Option Period**") shall commence on the date on which the later of Grantor, Member or THE DISTRICT executes this Agreement, as shown by the dates on the acknowledgments attached hereto (the "**Effective Date**"), and shall expire at 5:00 p.m. on the date that is 1,095 days from the Effective Date unless extended as set forth herein.

b. **First Extension Period.** THE DISTRICT may at its sole discretion extend the Option for an additional 365 days (the "**First Extension Period**") by paying Grantor the sum of Two Thousand and 00/100 Dollars (\$2,000.00) on or before the last day of the Initial Option Period. The First Extension Period shall expire at 5:00 pm on the date that is 1,460 days from the Effective Date.

c. **Payment of Option Consideration.** The Option Consideration shall be paid by check delivered to Grantor at the addresses set forth in Paragraph 8 of this Agreement. Failure of THE DISTRICT to deliver to Grantor the Option Consideration for the Initial Option Period within ten (10) days of the Effective Date shall render this Agreement null and void. Failure of THE DISTRICT to deliver to Grantor the Option Consideration for the First Extension Period before the termination of the Initial Option Period or earlier exercise of the Option by THE DISTRICT shall constitute a termination of all of THE DISTRICT's rights under this Agreement. In the event that THE DISTRICT timely delivers to Grantor the Option Consideration for the First Extension Period, but fails to exercise the Option prior to the expiration of the First Extension Period, all rights of THE DISTRICT under this Agreement shall lapse.

c. Credit of Option Consideration toward Purchase Price. It is the intent of the parties that should the Option be timely exercised by THE DISTRICT, the Option Consideration shall be credited toward the Purchase Price (hereinafter defined). It is further the intent of the parties that should THE DISTRICT fail or refuse to timely exercise the Option, the Option Consideration paid hereunder shall be retained by Grantor, except as provided in Paragraph 6 hereof.

3. Exercise of Option

Provided THE DISTRICT's rights have not expired as provided in the preceding Paragraph of this Agreement, then the Option may be exercised by THE DISTRICT by furnishing notice as set forth in Paragraph 8 hereof (the "Exercise Notice"). THE DISTRICT may exercise the Option with respect to all or less than all of the Subject Property in its sole discretion. If THE DISTRICT elects to purchase less than all of the Subject Property, it shall have the right to exercise its option for the remaining portion of the Subject Property at any point during the term of this Agreement. The Exercise Notice shall be in writing, signed by THE DISTRICT and in substantially the following form: "THE CONSOLIDATED WATERWORKS/SEWERAGE DISTRICT NO. 1 OF THE PARISH OF BOSSIER, LOUISIANA, acting herein through William R. Altimus, Parish Administrator, hereunto duly authorized, hereby notifies you that THE CONSOLIDATED WATERWORKS/SEWERAGE DISTRICT NO. 1 OF THE PARISH OF BOSSIER, LOUISIANA exercises its option to purchase for the "Purchase Price" as defined in that certain Sewerage Property Option Agreement between you and THE CONSOLIDATED WATERWORKS/SEWERAGE DISTRICT NO. 1 OF THE PARISH OF BOSSIER, LOUISIANA (the "Option"), less amounts paid to date under that Option, the "Subject Property," as defined in the Option. THE CONSOLIDATED WATERWORKS/SEWERAGE DISTRICT

NO. 1 OF THE PARISH OF BOSSIER, LOUISIANA represents that it has had no dealings or negotiations with any broker or agent in connection with the "Subject Property" which is the subject of this Option." The date of the exercise of the Option shall be the date the Exercise Notice is given by THE DISTRICT to Grantor by any of the methods provided in Paragraph 8 hereof.

4. **Further Actions and Closing**

In the event that the Option is exercised by THE DISTRICT, Grantor and Member shall cooperate with THE DISTRICT and its representatives and shall execute and deliver such documents and take such other actions as THE DISTRICT may request, in its sole discretion, *including, but not limited to*, all documents and actions (a) necessary to put THE DISTRICT in possession and control of the Subject Property or any portion thereof as directed by THE DISTRICT, in its sole discretion and (b) necessary for obtaining any and all additional easements, servitudes, and right-of-ways as directed by THE DISTRICT, in its sole discretion. Any and all such easements, servitudes, and right-of-ways, if and when obtained by Grantor, shall be included in the Subject Property to be conveyed to THE DISTRICT for the identical consideration set forth herein.

Further, in the event that the Option is exercised by THE DISTRICT, the sale and purchase of the Subject Property pursuant to a definitive acquisition agreement, the terms of which shall be acceptable to THE DISTRICT, in its sole discretion, shall be consummated and closed (hereinafter referred to as the "**Closing**") by Grantor, Member and THE DISTRICT within ninety (90) days of the date of the exercise of the Option.

Further, in the event that the Option is exercised by THE DISTRICT, the Grantor shall:

- a. Enter into a lease agreement in favor of Grantee for the exclusive right to use and operate the sewerage treatment facility for the properties described on **Exhibit 1**,

with a rental rate of \$1.00 per year for a term of two (2) years.

- b. Enter into a deed for the conveyance of 50 foot by 50 foot site suitable for a sewerage lift station. The lift station site must be on either the east side or west side of West Lakeshore Drive.

5. **Hold Harmless and Entry onto Property**

During the term of the Option, Grantor also grants THE DISTRICT permission to enter upon the Subject Property, with Grantor's consent, for the purposes of making a survey, percolation tests, deep hole tests, such tests for contamination as THE DISTRICT may deem necessary to determine the surface or subsurface condition of the soil or water on, over and under the Subject Property or such other tests as THE DISTRICT may deem necessary to evaluate the condition of the Subject Property, all at THE DISTRICT's sole risk, cost and expense. THE DISTRICT shall be responsible for and reimburse Grantor for any loss or damage occasioned by its entry (or the entry of its agents, employees, contractors or invitees) on the Subject Property for such purposes. THE DISTRICT shall have the right to review all of Grantor's records pertaining to the Subject Property in Grantor's possession or control.

6. **Amount and Payment of Purchase Price; Free Inspection Period**

The aggregate purchase price (the "**Purchase Price**") for the wastewater and sewerage collection, treatment, and discharge business for the systems listed on **Exhibit 1** and **Exhibit 2** attached hereto shall be an amount equal to the appraised value of the systems as of the date of the Exercise Notice as determined by the Robert Russell, MAI, subject to the adjustments provided by the terms of this Agreement and the terms of the definitive acquisition agreement to be executed in connection with the sale and purchase of the Subject Property (or any portion thereof as directed by THE DISTRICT, in its sole discretion). With respect to the appraised value of the systems and

properties listed on Exhibit 1 as of the date of the Exercise Notice, in the event that the appraised value exceeds **FIVE HUNDRED THOUSAND AND NO/CENTS (\$500,000.00)**: (i) Eagle Water shall accept cash payment by THE DISTRICT for the Purchase Price in the amount of **FIVE HUNDRED THOUSAND AND NO/CENTS (\$500,000.00)**; and (ii) the difference between **FIVE HUNDRED THOUSAND AND NO/CENTS (\$500,000.00)** and the appraised value shall constitute a donation by Eagle Water to THE DISTRICT. For the sake of clarity, in no event shall THE DISTRICT be required to pay more than **FIVE HUNDRED THOUSAND AND NO/CENTS (\$500,000.00)** in cash for the properties and systems listed on Exhibit 1, subject to the adjustments provided by the terms of this Agreement and the terms of the definitive acquisition agreement to be executed in connection with the sale and purchase of the Subject Property (or any portion thereof as directed by THE DISTRICT, in its sole discretion).

In the event that THE DISTRICT shall not timely exercise the Option for the systems and properties listed on Exhibit 1, Grantor shall retain all Option Consideration paid hereunder unless: (1) THE DISTRICT does not exercise the Option because of Grantor's failure to obtain, in a timely manner, all necessary governmental approvals related to the transfer of the Subject Property from Grantor to THE DISTRICT, including, without limitation, approval from, or consent by, the Louisiana Public Service Commission ("Approval Default"), or (2) within 270 days of the Effective Date of this Agreement (the "Free Inspection Period"), THE DISTRICT shall have notified Grantor that (i) THE DISTRICT has inspected the Subject Property, and THE DISTRICT, in its sole discretion, has (for any reason whatsoever) determined that the Subject Property is unsuitable for THE DISTRICT's intended purposes or (ii) THE DISTRICT is unable to obtain financing in the amount of the Purchase Price for the purpose of purchasing the Subject Property. It is the intent of subpart (2) of the preceding sentence to permit THE DISTRICT during the Free

Inspection Period to inspect the Subject Property and to decide whether the Subject Property is suitable for THE DISTRICT's purposes. In the absence of an Approval Default, after the expiration of the Free Inspection Period, any Option Consideration paid to Grantor under this Agreement shall be non-refundable and shall then inure to THE DISTRICT's benefit only as a credit against the Purchase Price, and then only if THE DISTRICT timely exercises the Option. For the purpose of this Agreement, the exercise of the Option as to all or any portion of the Subject Property constitutes an exercise of the Option.

7. **Zoning**

During the term of the Option, THE DISTRICT shall have the right to apply for and endeavor to obtain for the Subject Property from the appropriate governmental authorities, any change of zone, variance, special use permit, or any other authorization as may be desired by THE DISTRICT or required under any local, county, state or federal law, ordinance or regulation to allow the use of the Subject Property for any business as THE DISTRICT or its tenants or successors or assigns may desire to conduct on the Subject Property, all at its own cost and expense.

8. **Notices**

All notices to be given Grantor shall be in writing and delivered by hand, by reputable overnight courier or by certified mail, return receipt requested, addressed to Grantor as follows:

Eagle Water, LLC
c/o Theresa A. Knight, Managing Member
6614 Colquitt Road
Keithville, Louisiana 71047

AND

W. James Hill III, Esquire
The Smitherman Law Firm, L.C.

8570 Business Park Drive, Suite 100
Shreveport, LA 71105
Telephone: 318-227-1975
Telecopy: 318-222-0482

or at such other addresses as Grantor shall from time to time designate by written notice to THE DISTRICT furnished in accordance with the terms of this Paragraph. All notices to be given to THE DISTRICT shall be in writing and delivered by hand, by reputable overnight courier or by certified mail, return receipt requested, addressed to THE DISTRICT as follows:

THE CONSOLIDATED WATERWORKS/SEWERAGE DISTRICT NO. 1 OF
THE PARISH OF BOSSIER, LOUISIANA
c/o William R. Altimus
204 Burt Boulevard
Benton, Louisiana 71006

AND:

Patrick R. Jackson, Parish Attorney
Courthouse Annex Building
200 Burt Blvd.
Benton, Louisiana 71006
Telephone: 318-965-4030
Telecopy: 318-965-0304

AND:

Reid A. Jones
Wiener, Weiss & Madison, A P.C.
330 Marshall Street, Suite 1000
Shreveport, Louisiana 71101
Telephone: 318-226-9100
Telecopy: 318-424-5128

or such other address as THE DISTRICT shall from time to time designate by written notice to Grantor furnished in accordance with the terms of this Paragraph. Notice shall be deemed given on the date delivered if delivered in person, one (1) business day after the date of deposit with a reputable overnight carrier, or three (3) days after the postmarked date of mailing if sent via U.S.

Mail certified, return receipt requested.

9. **Place of Closing**

The Closing shall take place at the offices of THE DISTRICT, 204 Burt Boulevard, Benton, Louisiana 71006, or the offices of its counsel, Wiener, Weiss & Madison, a P.C., 330 Marshall Street, Suite 1000, Shreveport, Louisiana 71101.

10. **Recordation**

THE DISTRICT may, at its election, record this Agreement within the Conveyance Records and any other public record of Bossier Parish. In the event that THE DISTRICT has recorded this Agreement, then at any time after the expiration of the rights of THE DISTRICT under this Agreement, on request of Grantor, THE DISTRICT shall execute an instrument in recordable form, confirming the expiration of this Agreement and all rights of THE DISTRICT in or to the Subject Property.

11. **Agreements of Grantor**

Grantor agrees, until the earlier to occur of (i) the termination of this Agreement, (ii) the expiration of this Agreement or (iii) Closing:

a. from the date of this Agreement, not to erect any new improvements on the Subject Property; and

b. from the date of this Agreement, not to voluntarily encumber the Subject Property with any servitudes, easements, agreements, licenses or leases or with any mortgage or other monetary lien or encumbrance without the prior written consent of THE DISTRICT.

12. **Representations and Warranties of Grantor**

Grantor represents and warrants to THE DISTRICT as follows, which representations and warranties shall be deemed made by Grantor to THE DISTRICT as of the date hereof, shall be

continuing representations throughout the term of this Agreement, but which representations and warranties shall not survive the Closing:

- a. Grantor has the legal right, power and authority to enter into this Agreement;
- b. Since the date of its execution of this Agreement, Grantor has not granted, and will not grant, an option or other right to purchase or otherwise acquire any portion of the Subject Property or any interest therein to any party except THE DISTRICT pursuant to this Agreement unless said party agrees to be bound by this Agreement;
- c. From the date of this Agreement to the date of Closing, Grantor shall not voluntarily and intentionally grant any interest in the Subject Property to any party whatsoever unless said party agrees to be bound by this Agreement, and Grantor shall not voluntarily and intentionally create or allow any liens or encumbrances to be placed on the Subject Property;
- d. Grantor is not a foreign person and is not in any manner controlled by a foreign person within the meaning of Section 1445 of the Internal Revenue Code;
- e. In the event Grantor receives notices from any governmental agency relating to the Subject Property, Grantor shall immediately notify, and furnish a copy to, THE DISTRICT;
- f. From the date of installation of each sewerage line installed by or utilized by Grantor in its wastewater and sewerage collection, treatment, and discharge business, Grantor has had and currently has the legal right, power and authority to locate such sewerage lines in each and every location where such sewerage lines have been and are currently located; and
- g. Grantor has had and currently has the legal right, power and authority to locate each manhole and lift station utilized by Grantor in its wastewater and sewerage collection, treatment, and discharge business in each and every location where such manhole and lift station has been and currently is located.

13. **Compliance with Federal Law**

The granting of the Option by Grantor, the exercise of the Option by THE DISTRICT, and the execution, delivery and performance of this Agreement and any other document contemplated by this Agreement shall be done in compliance with all applicable Federal law, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Act (42 U.S.C. 4601-55) and the regulations promulgated under the Uniform Act (49 C.F.R. §24.1-603).

14. **Miscellaneous**

a. The captions of this Agreement are for convenience and reference only and shall not be deemed or construed to bind, modify, increase or decrease the terms and conditions of this Agreement, or any interpretation or construction thereof. Any reference in this Agreement to the singular or to any gender shall similarly apply to the plural or to every other gender.

b. The terms and conditions contained in this Agreement shall apply to and be binding upon the parties herein and their respective successors, heirs, executors, administrators, and assigns.

c. This Agreement, and any and all exhibits annexed hereto and made a part of this Agreement, constitutes the entire agreement of the parties, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and agreed to be void and of no force or effect. No change, amendment, deletion or addition to this Agreement shall be effective unless in writing and signed by the parties.

d. The parties agree that they will execute and deliver or cause to be executed and delivered such further instruments, instruments of correction or instruments of conveyance and transfer, and take such actions as either may reasonably request of the other to effectuate the terms of this Agreement and convey and transfer the Subject Property in the event of a timely exercise of the Option by THE DISTRICT. The terms of this subsection shall survive the Closing.

e. This Agreement has been negotiated, is being executed and delivered, and will be performed in whole or in part, in the State of Louisiana. This Agreement and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, interpreted and enforced pursuant to the laws of the State of

Louisiana (and the applicable federal laws of the United States of America) without giving effect to its choice of law principles.


f. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOWS]

STATE OF LOUISIANA
PARISH OF BOSSIER

THUS DONE AND PASSED at my office in said Parish, in the presence of the undersigned competent witnesses and me, Notary, as of the 12th day of July, 2018.

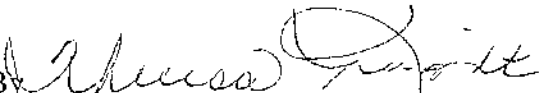
WITNESSES:


Print: W Keith Bozard


Print: Theresa A. Knight

GRANTOR:

EAGLE WATER, LLC

By 
Name: Theresa A. Knight

Title: Managing Member


Notary Public

Monica L. Grappe
Notary Public ID # 52093

**STATE OF LOUISIANA
PARISH OF BOSSIER**

THUS DONE AND PASSED at my office in said Parish, in the presence of the undersigned competent witnesses and me, Notary, as of the 12th day of July, 2018.

WITNESSES:

[Signature]
Print: J. W. Keith Brown

[Signature]
Print: [Illegible]

MEMBER:

[Signature]
Theresa A. Knight, individually

[Signature]
Notary Public

**Monica L. Grappe
Notary Public ID # 52093**

STATE OF LOUISIANA
PARISH OF BOSSIER

THUS DONE AND PASSED at my office in said Parish, in the presence of the undersigned competent witnesses and me, Notary, as of the 12th day of July, 2018.

THE DISTRICT:

WITNESSES:

Holly J. Fisk
Print: HOLLY J. FISK

Deborah Starks
Print: Deborah Starks

THE CONSOLIDATED
WATERWORKS/SEWERAGE
DISTRICT NO. 1 OF THE PARISH OF
BOSSIER, LOUISIANA

By: The Bossier Parish Police Jury,
governing authority of the Consolidated
Waterworks/Sewerage District No. 1 of
the Parish of Bossier, Louisiana

By: William R. Altimus
Name: William R. Altimus
Title: Administrator

Monica L. Grappe
Notary Public

Monica L. Grappe
Notary Public ID # 52093

EXHIBIT 1

*Wastewater and sewerage collection, treatment, and discharge business for systems subject to
Purchase during the Initial Option Period and, if exercised,
the First Extension Period*

SYSTEM
Jones Cypress Unit I, Unit II, Unit III, and Cypress Garden South
Turtle Creek

LEGAL DESCRIPTION

TRACT 1

A 3.86 Acre, more or less, tract of land located in Sections 2 and 11, Township 14 North-Range 13 West, Bossier Parish, Louisiana and being more particularly described as follows: From the most Northerly corner of Lot 23, Turtle Creek Subdivision, as recorded on Book 1364, Pages 651-654, records of Bossier Parish, Louisiana, run thence South 49 degrees 03 minutes 27 seconds West along rear lot lines of Lots 23 and 22 a distance of 38.40 feet to the point of beginning of the tract herein described, thence run North 41 degrees 26 minutes 23 seconds West a distance of 513.84 feet to a point, thence run North 67 degrees 54 minutes 04 seconds East a distance of 392.63 feet to the southerly right of way line of West Lakeshore Drive, thence run along said right of way along a curve to the left, having a chord bearing South 43 degrees 00 minutes 26 seconds East a distance of 446.76 feet, a radius of 362.40 feet, thence along the curve a distance of 481.37 feet, thence run South 49 degrees 03 minutes 27 seconds West a distance of 344.04 feet to the point of beginning.

TRACT 2

A 5.28 Acre, more or less, tract of land located in Sections 2 and 11, Township 14 North-Range 13 West, Bossier Parish, Louisiana and being more particularly described as follows: From the most Northerly corner of Lot 23, Turtle Creek Subdivision as recorded in Book 1364, Pages 651 - 654, records of Bossier Parish, Louisiana run thence South 49 degrees 03 minutes 27 seconds West along rear lot lines of Lot 22 and 23 a distance of 38.40 feet to the point of beginning of the tract herein described thence run South 49 degrees 03 minutes 27 seconds West a distance of 399.07 feet to a point, thence run North 49 degrees 38 minutes 25 seconds East a distance of 399.13 feet to a point, thence run South 41 degrees 26 minutes 23 seconds East a distance of 513.84 feet to the point of beginning.

Lots 30 and 31, JONES CYPRESS GARDENS, as recorded in Book 450, Pages 468 & 469, Records of Bossier Parish, Louisiana

Date: December 16, 2015
For: Eagle Water, LLC

Scale: 1"=100'

[illegible]

369261

RECORDED

This the 19th. day of March,
A. D., 1982

In CONVEYANCES VOLUME 583

PAGE 181

DEDICATION

Clerk & Ex-Officio
Recorder-Bossier Parish.

THE UNDERSIGNED OWNER HEREBY DEDICATES TO THE LOUISIANA PUBLIC USE IN PERPETUITY THE STREETS AND DRAINAGE EASEMENTS SHOWN HEREON. FOR VALUABLE CONSIDERATION THE OWNER HEREBY GRANTS UNTO BOSSIER RURAL ELECTRIC, SOUTH CENTRAL BELL TELEPHONE CO., AND/OR ANY OTHER PUBLIC UTILITY, PUBLIC OR PRIVATE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, EXCLUSIVELY AND IN PERPETUITY, AS A COVENANT RUNNING WITH THE LAND, THE RIGHT TO GO UPON THE EASEMENT FOR UTILITIES HEREIN ESTABLISHED TO INSTALL, MAINTAIN, AND REMOVE FACILITIES APPROPRIATE TO THEIR SERVICES; TO HAVE INGRESS AND EGRESS THEREON, OVER ADJACENT LOTS AND LANDS; TO TRIM AND/OR CUT AND REMOVE TREES OR OTHER OBSTRUCTIONS AS MAY INTERFERE WITH OR ENDANGER LIFE OR OPERATION OF SUCH FACILITIES OR THEIR EFFICIENCY. THE UNDERSIGNED OWNER HEREBY AGREES TO HOLD HARMLESS THE PARISH OF BOSSIER FROM DAMAGES DUE TO CHANGES IN STREET GRADES. BINDING HEREIN THEIR HEIRS, SUCCESSORS AND ASSIGNS.

OWNER: CYPRESS DEVELOPMENT CO., INC.

J. J. JONES, PRESIDENT

NOTE: NO PERMANENT STRUCTURE TO BE BUILT BELOW THE 187.50 FT. CONTOUR FLOWAGE EASEMENT LINE AS SHOWN ON THIS PLAN.



CERTIFICATION

I HEREBY CERTIFY THAT THIS SUBDIVISION COMPLIES WITH ORDINANCE NO. 509 OF 1978, BOSSIER PARISH, LA.

SAMMIE L. CRAFT
R.L.S. NO. 1077

JONES CYPRESS GARDENS SUBD. UNIT NO. 3

LOCATED IN SEC. 11, T19N - R13W, BOSSIER
PARISH, LOUISIANA

DATE: JAN. 1982

SCALE: 1"=100'

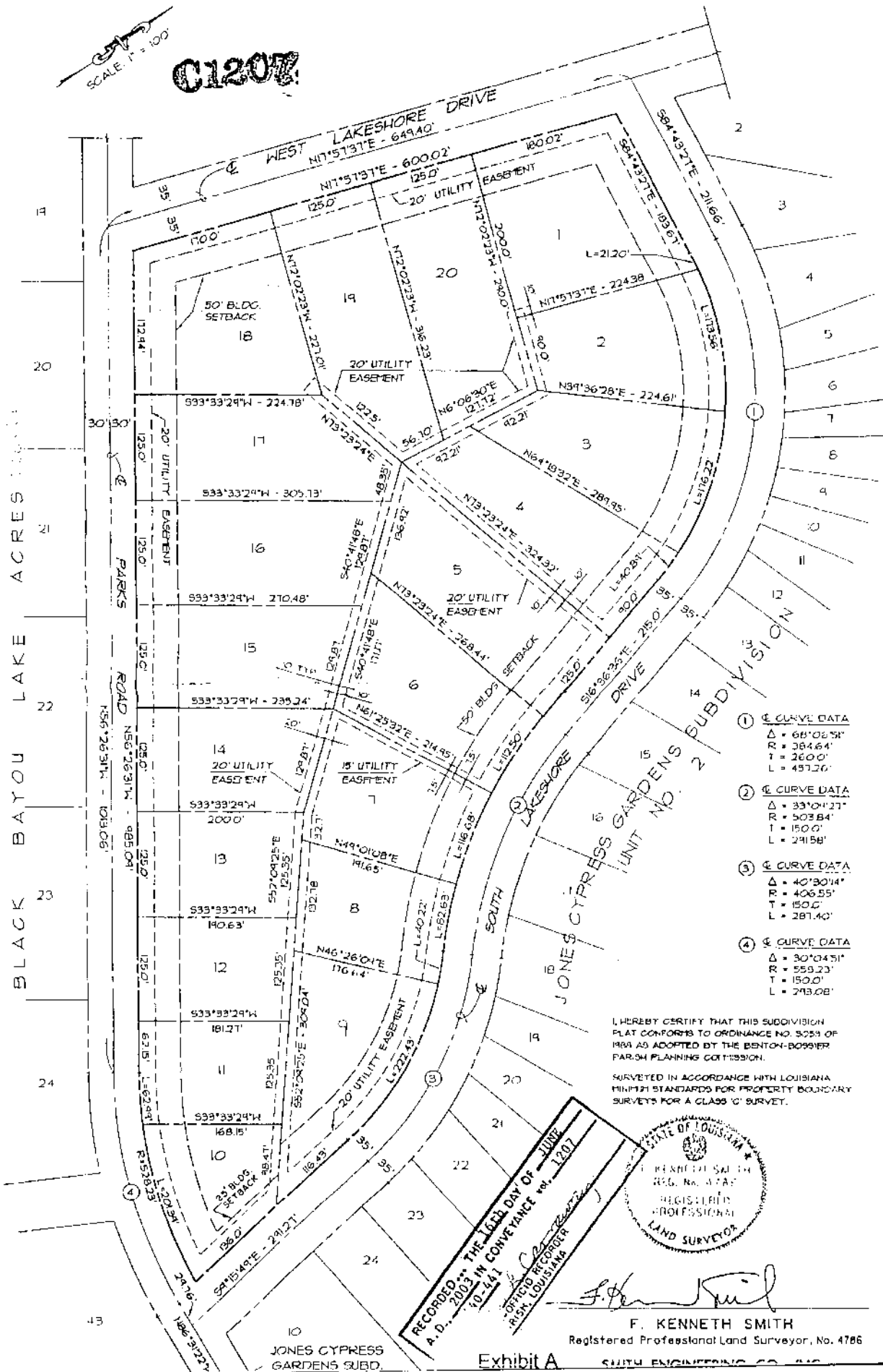


SAMMIE L. CRAFT & ASSOC.
ENGINEERS - SURVEYORS

777517
CYPR 35 GARDENS SOUTH C.007

SCALE: 1" = 100'

C1207

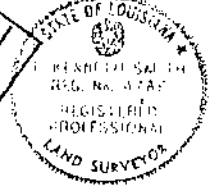


- ① CURVE DATA
 $\Delta = 68^{\circ}02'58''$
 $R = 384.64'$
 $T = 260.00'$
 $L = 457.20'$
- ② CURVE DATA
 $\Delta = 33^{\circ}04'27''$
 $R = 503.84'$
 $T = 150.00'$
 $L = 291.58'$
- ③ CURVE DATA
 $\Delta = 40^{\circ}30'14''$
 $R = 406.55'$
 $T = 150.00'$
 $L = 287.40'$
- ④ CURVE DATA
 $\Delta = 30^{\circ}04'51''$
 $R = 559.23'$
 $T = 150.00'$
 $L = 293.08'$

I HEREBY CERTIFY THAT THIS SUBDIVISION
 PLAN CONFORMS TO ORDINANCE NO. 5058 OF
 1984 AS ADOPTED BY THE BENTON-BOSSEYER
 PARISH PLANNING COMMISSION.

SURVEYED IN ACCORDANCE WITH LOUISIANA
 MINIMUM STANDARDS FOR PROPERTY BOUNDARY
 SURVEYS FOR A CLASS 'C' SURVEY.

RECORDED: THE 16th DAY OF JUNE
 A.D. 2003 IN CONFORMANCE WITH
 RS 9:441
 OFFICIAL RECORDER
 RICH LOUISIANA



F. KENNETH SMITH
 Registered Professional Land Surveyor, No. 4786

Exhibit A

SMITH ENGINEERING CO., INC.

Nguyen Kha
2204 Surrey Lane
Bossier City, LA, 71111

Tel: (318) 505-7951
Email: nkha@bossierparishla.gov

EDUCATION

- Bachelor of Science – Louisiana Tech University, Ruston, LA
- Woodlawn High School, Shreveport, LA

EXPERIENCE

Public Utility Director / Assistant Parish Engineer

Consolidated Waterworks and Sewerage District 1 of Bossier (CWSD #1) / Bossier Parish Police Jury

May 2010 – present

- Responsible for Operation / Maintenance of CWSD #1 wastewater and water facilities which include a 3 MGD sewerage treatment plant and multiple water wells.
- Plan, coordinate and review capital improvement projects.
- Develop and manage annual operating budget.

Project Engineer / Land Surveying Intern

Atchley and Atchley, Inc.

May 1996 – April 2010

- Designed and put together plans and specification for drainage, water and sewer, and development projects
- Worked on Subdivision, ALTA, and other types of plats and surveys.

LICENSES / CERTIFICATIONS

- Wastewater collection Class 4 - #15-065
- Wastewater treatment Class 4 - #15-595
- Water distribution Class 2 - #15-1290
- Water production Class 2 - #15-1288
- Water treatment Class 2 - #15-1289
- Professional Engineer (Civil Engineering) - PE.0029599
- Land Surveying Intern -- LSI.0000469

REFERENCES

Available upon request.



BOBBY JINDAL
GOVERNOR

HAROLD LEGGETT, Ph.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF THE SECRETARY

August 18, 2009

Honorable Glenn Benton
Police Jury President, Bossier Parish
P.O. Box 70
Benton, LA 71006

RE: Wastewater/Sewer Improvement Project
AI #159090

Dear President Benton:


Congratulations! After a careful preliminary technical review of the information you submitted in your Clean Water State Revolving Fund (CWSRF) loan application, your wastewater/sewer improvement project has been recommended for funding through the CWSRF program in the amount of \$17,750,000. This funding will be in the form of a low interest loan with a fixed rate of 0.95 percent and a twenty year pay back term.

Your project is recommended for the loan in FY 2010 based on the premise that you can incur the debt, have the demonstrated ability to repay the debt, can meet all the standard technical and engineering requirements as well as all conditions that are required under the state and federal guidelines to close on this loan.

Your timely response to this letter confirming your municipality's ability to meet the financial, technical/engineering requirements and all applicable state and federal laws to properly close on this loan is essential. Should you fail to respond in the next 30 days, or are unable to meet any of the aforementioned state or federal conditions or requirements necessary to close on this loan, we will use the funds to support the next municipality and will reconsider your application in FY 2011. Once again, your timely response to this letter is critical. In your response, please provide us with your timeline that verifies your ability to begin construction in the next twelve months.

If you have any questions, please contact me immediately at (225) 219-3957 or by email at bijan.sharafkhani@la.gov.

Sincerely,


Bijan Sharafkhani, P.E.
Administrator

C: V. Alex Appeaning, Ph.D.
Deputy Secretary

Harold Leggett, Ph.D.
Secretary

Exhibit C