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**Bid Number 50-00149283**

**Lease of Vacant Jefferson Parish Property- Cell Phone Lease**

**February 19, 2026 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 General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site by the bid due date and time.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053**

**Buyer Name: Donna M Evans, Purchasing Specialist II  
Buyer Email: [DONNA.EVANS@jeffparish.gov](mailto:DONNA.EVANS@jeffparish.gov)  
Buyer Phone: 504-364-2691**

**INVITATION TO BID  
THIS IS NOT AN ORDER**

DATE: 1/21/2026

BID NO: 50-00149283

Page: 1

**JEFFERSON PARISH**

**PURCHASING DEPARTMENT  
P. O. BOX 9  
GRETNNA, LA. 70054-0009  
504-364-2678**

**PURCHASING SPECIALIST:  
@jeffparish.gov**

**BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 2/19/2026  
AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH  
GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNNA, LA 70053. At no charge, bidders are to submit  
their bid via Jefferson Parish's electronic procurement page. Additional instructions are included in the text box  
highlighting electronic procurement.**

**LATE BIDS WILL NOT BE ACCEPTED**

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR  
AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES FOR SIGNATURES  
SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN La. R.S. 9:2602(8) ARE  
ACCEPTABLE. IN ACCORDANCE WITH La. R.S. 9:2602(8), JEFFERSON PARISH REQUIRES A SECURED DIGITAL  
SIGNATURE AND BIDDERS MUST PROVIDE PROOF OF THE SECURED SIGNATURE WITH BID SUBMISSION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

- A. All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, and in the terms and conditions of Resolution No. 136353 and/or Resolution No. 141125, all of which are made part of this bid proposal and ensuing contract by reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances ("JPCO"), Louisiana Code of Ethics, and applicable Jefferson Parish ethical standards.
- B. The General Conditions for construction projects (141125) and the General Conditions for the purchase of materials, services and/or supplies (136353) are those adopted by the Jefferson Parish Council by Resolution No. 136353 and Resolution No. 141125, respectively. The General Conditions adopted by these resolutions shall be considered as much a part of this document and the ensuing contract or P.O. as if they were written wholly herein. A copy of each may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy of each by visiting the Purchasing Department webpage at <http://www.jeffparish.gov/464/Purchasing> and clicking on Online Forms.
- C. Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in La. R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.
- D. All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://www.jeffparish.gov/464/Purchasing> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.
- E. All quotations shall be based on F.O.B. Agency warehouse or job site (see Additional Requirements section), anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to Public Works projects.
- F. Jefferson Parish requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated on the bid form with bid submission. Supporting documentation may be required upon request.

**Visit our website at [HTTP://JEFFPARISH.GOV/464/PURCHASING](http://JEFFPARISH.GOV/464/PURCHASING)**

G. Bidders should submit all questions in writing via email to the Purchasing Specialist's email address as indicated above, no later than five (5) working days prior to the bid opening. Bid numbers must be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than five (5) working days prior to the bid opening. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

H. All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge any Addendum on the bid form shall cause the bid to be rejected. Jefferson Parish reserves the right to award bid to next lowest responsive and responsible bidder in this event.

I. If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions.

J. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH WILL ACCEPT ONE PRICE FOR EACH ITEM UNLESS OTHERWISE INDICATED. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line-item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

K. Written evidence of the authority of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. Acceptable written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer or a manager. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection. A sample corporate resolution can be downloaded from our website <http://www.jeffparish.gov/464/Purchasing> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://www.jeffparish.gov/464/Purchasing> or you may provide your own document.

L. AWARD OF CONTRACT: Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

- a. All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar day increments.
- b. PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)
- c. PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

M. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

N. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

- a. For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

O. PRICES: Jefferson Parish is exempt from paying sales tax under La. R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and, unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures no more than four (4) decimal points. In the event there is a difference in unit prices and totals, the unit price shall prevail.

- a. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

P. ANTI- DISCRIMINATION: Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

a. In accordance with La. R.S. 38:2216.1, Jefferson Parish is prohibited from entering into a contract with a value of \$100,000 or more with a company for the purchase of goods or services unless the contract contains a written verification from the company of both of the following: 1) The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. 2) The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association. As a result, the awarded bidder will be required to verify the above in the ensuing contract.

Q. INSPECTOR GENERAL: It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

R. Proof of Cyber Security Training may be required for the successful bidder. Pursuant to La. R.S. 42:1267, any contractor who has access to state or local government information technology assets is required to complete cybersecurity training during the term of the contract and during any renewal period. As a Parish contractor, you are responsible for taking the cyber training, whether from the State or another source. After completion of said training please forward proof to your contract monitor/Parish contact.

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder after nine (9) working days.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS****IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://www.jeffparish.gov/464/Purchasing> .

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW. IF THE NUMBER IS NOT SPECIFIED IN THIS BOX, IT IS NOT APPLICABLE FOR THIS BID.

**10, 12, 14**

1. **MANDATORY PRE-BID** - All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LA.R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. **NON-MANDATORY PRE-BID** - Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. **JP LICENSE** - Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Building Permits. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Building Permits. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable municipality, Federal and/or State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. **LSCB LICENSE** - A LA State Contractor's License will be required in accordance with LA.R.S. 37:2150 et. seq. and such license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
5. **SITE VISIT** - It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. **JOB SITE CLEANLINESS** - Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

7. PUBLIC WORKS BIDS - All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS - A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS - A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. INSURANCE - All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Any deviation from the Standard Insurance Requirements must be requested in writing prior to bid opening. Proof of coverage will be required prior to award. Failure to comply with this instruction will result in bid rejection.
11. BID BOND - A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. AS-NEEDED WORK - This is a requirements-based contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. FREIGHT - Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. AFFIDAVIT - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations in conformity with the provisions contained in LA.R.S. 38:2212.9, LA.R.S. 38:2212.10, LA.R.S. 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled GENERIC BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. 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.
15. FEDERAL FUNDING - The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents and ensuing contract. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications per the appendix instruction will result in bid rejection.
16. TAX EXEMPT - For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.
17. TECH AFFIDAVIT - The Technology Affidavit is required for this solicitation and shall be submitted with the bid submission. Failure to do so will result in your bid being rejected. Pursuant to La. R.S. 38:2237.1, prior to the procurement of telecommunications or video surveillance equipment or services, the vendor shall provide documentation by affidavit that the equipment or services to be procured are not prohibited telecommunications or video surveillance equipment or services as defined in R.S. 39:1753.1(A). This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. No procurement shall be made from a vendor or other entity who fails to provide the documentation; any procurement in contravention to this requirement shall be null and void by law.

**All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form**

All prices must be held firm throughout the entirety of the contract. However, bidders may request that an escalation provision be added to their contract by selecting "yes" below. The escalation provision in the contract will state that only one escalation will be allowed during the term of the contract, and the escalation shall take effect only after the initial 12 month period of the contract. A vendor with an escalation provision in their contract must submit a request in writing to activate the provision, but should not do so any sooner than the first day of the 13th month of their contract. The escalation percentage shall be limited to the most recently published CPI figure issued at the time an adjustment is requested by bidder based on the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO \_\_\_\_\_

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) \_\_\_\_\_

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: (      ) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

**TOTAL PRICE OF ALL BID ITEMS: \$ \_\_\_\_\_**

AUTHORIZED

SIGNATURE: \_\_\_\_\_

Printed Name

TITLE: \_\_\_\_\_

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

**NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.**

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00149283

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	60.00	MO	<p><b>LEASE OF VACANT JEFFERSON PARISH PROPERTY- CELL PHONE TOWER LEASE</b></p> <p>0001 - Lease of Parish Property for a wireless communication facility (cell tower) at Parc des Familles as described in the attached documents. This is a revenue-generating bid request. Vendor will be responsible for constructing and maintaining the tower and the initial term of the lease shall be five (5) years with four (4) five-year options to renew.</p> <p>Parish Attorney Contact - Nicole Tomba Recreation Department Contact - Chris Villarrubia</p> <p><b>**THIS BID REPLACES BID # 50-00148944**</b></p>	\$ _____	\$ _____

## **BID SPECIFICATION**

### **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 [www.jeffparishbids.net](http://www.jeffparishbids.net) until 2:00 p.m., **February 10, 2026** and publicly opened thereafter. At no charge, bidders may submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) 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.  
29°49'05.40"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 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 \_\_\_\_\_, 2025, (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 \_\_\_\_\_, 2025, and \_\_\_\_\_ ("TENANT"), authorized to do and do 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. TERM**

(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) day period, but said certificates can be obtained within 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 not 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. PREMISES**

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. RENT**

(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-

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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

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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.

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- (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

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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.

(h) TENANT hereby covenants that it shall bring onto the Premises no hazardous 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 pursuant thereto. TENANT agrees to indemnify, save and hold harmless LESSOR, its 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. LIABILITY/INSURANCE/INDEMNITY**

(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; with
  - i. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council.
- (2) Commercial General Liability Insurance using with minimal acceptable limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate; with
  - i. An Additional Insured endorsement in favor of Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council CG 20 10 Form B (edition 07 04) or approved equivalent; and

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- ii. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council.
- (3) Commercial Automobile Liability coverage to be provided for Any Auto OR All Owned Autos and Hired and Non-owned Autos. If Contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required; Minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage; with
  - i. An Additional Insured endorsement in favor of Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council; and
  - ii. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council;
- (4) Commercial Property Insurance, covering the TENANT's property, fixtures, equipment, improvements and betterments. The Perils insured should be equivalent to ISO special causes of loss form CP 1030, including Windstorm, Hail and Named Storm coverage. The valuation of covered property should be the replacement cost value.

(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 self-insured.

h) The TENANT shall purchase, in its name, and maintain, at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide coverage for claims and/or suits which may arise out of or result from the TENANT's occupancy or result from the TENANT conducting Work on the premises, whether it is performed by the TENANT, any contractor, sub-contractor, partner,

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supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable, and shall name the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insured thereunder. Additionally, TENANT should be aware of and comply with any requirements of its own insurance policies.

(i) If applicable, TENANT shall require all contractors and subcontractors to maintain, in limits equal to or greater than TENANT's, the same insurance coverage for Work performed or materials provided for the Work. Additionally, if any crane or lift operations are involved, any contractor or sub-contractor providing the Work shall also provide riggers liability (lift risk) insurance with minimum limits of \$1,000,000. TENANT shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall TENANT allow any contractor or subcontractor to perform Work without the required types and limits of insurance coverage. In the event of a contractor or subcontractor's non-compliance with this requirement, the TENANT shall be responsible for any damages or liabilities arising from the contractor or subcontractor's work, actions, or inactions.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

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(o) 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.

(p) 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. TERMINATION**

(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/monopole) with a replacement 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

Exhibit B

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

(1) In the event there is a default by TENANT with respect to any of the 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

Exhibit B

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 shall be cumulative, and none shall exclude any other rights or remedies granted in 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. WARRANTIES**

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. SIGNAGE**

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. NOTICES**

**Exhibit B**

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. ASSIGNMENT**

(a) TENANT may not sublet, assign, or otherwise transfer all or any part of its 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 guarantees 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 guarantees 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 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

**XIII. SEVERABILITY**

Exhibit B

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: \_\_\_\_\_

Exhibit B

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

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

WITNESSES:

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME, THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Bar/Notary No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Exhibit B

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 by and between the Parish of Jefferson and \_\_\_\_\_, 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: \_\_\_\_\_

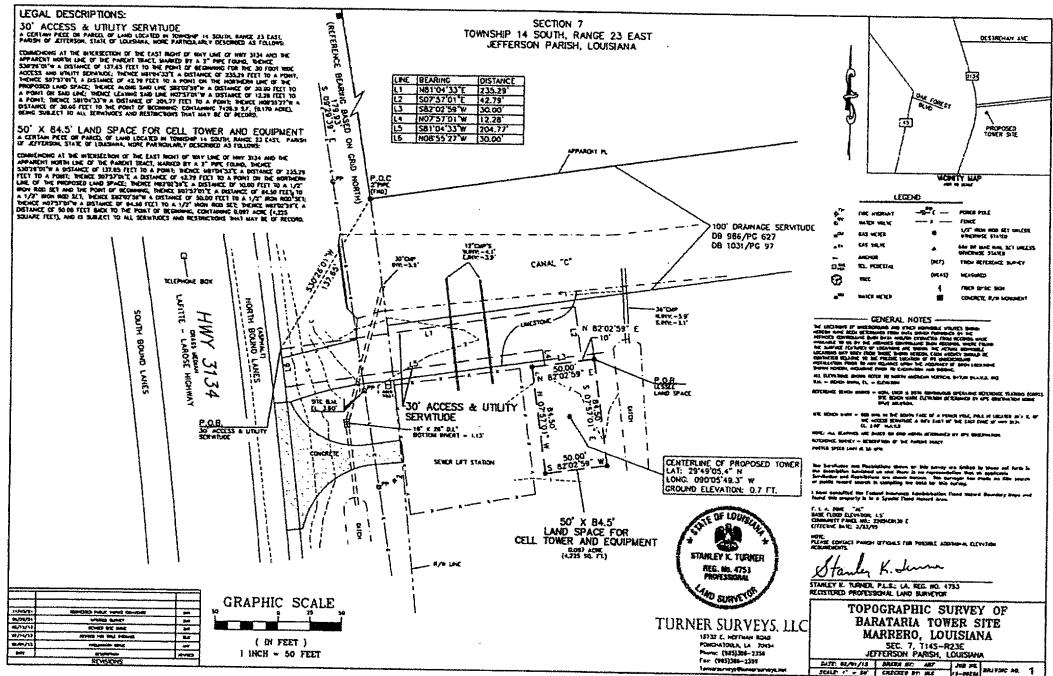
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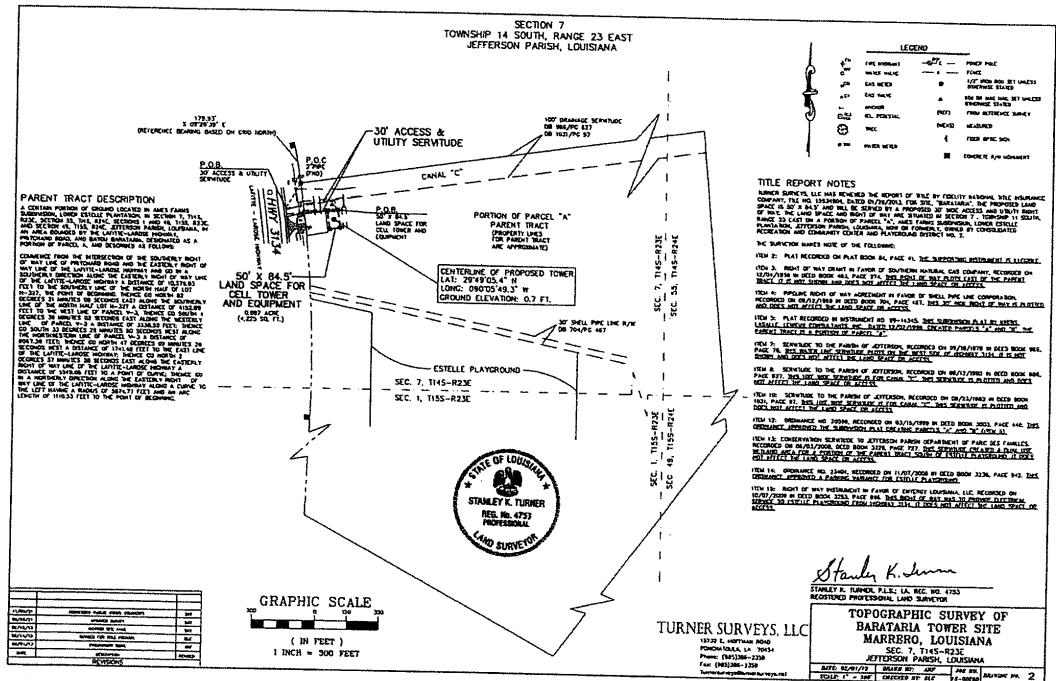
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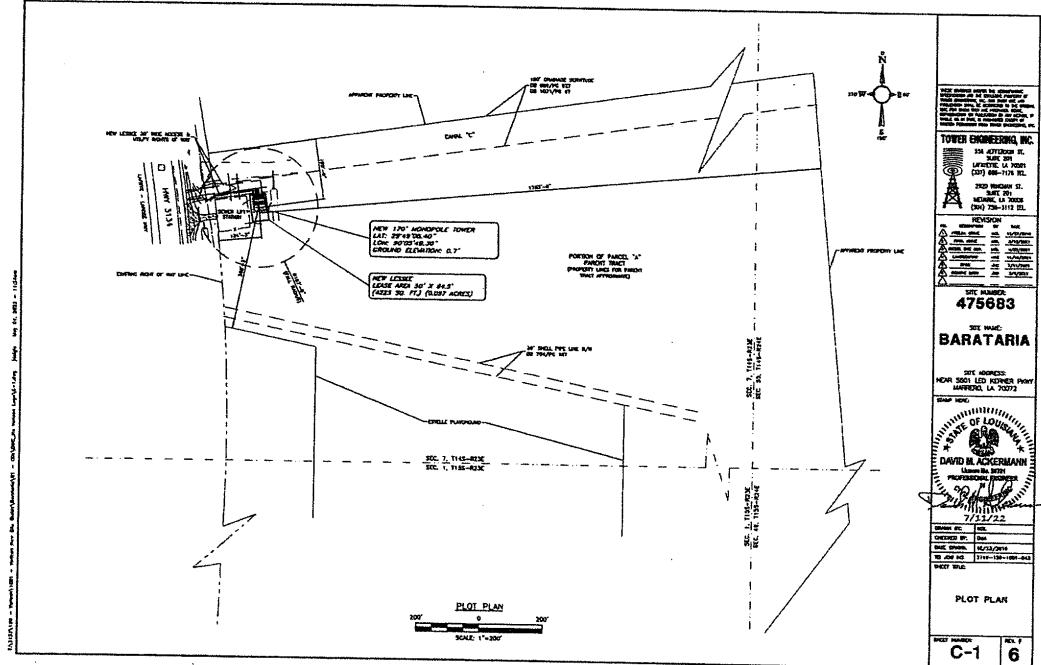
SWORN TO AND SUBSCRIBED  
BEFORE ME, THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2025.

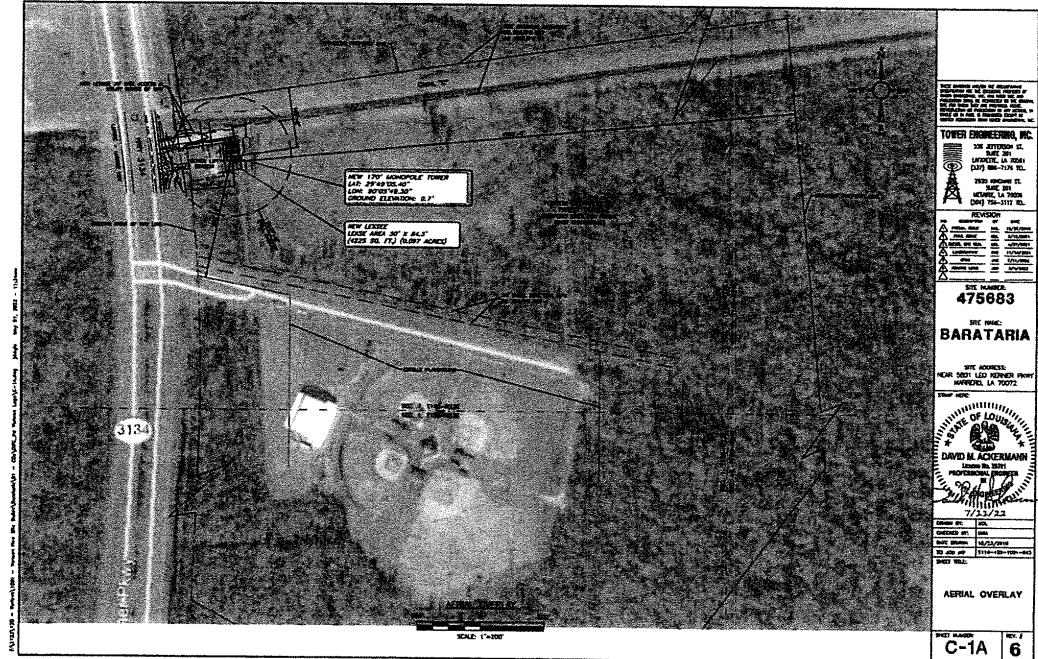
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Bar/Notary No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

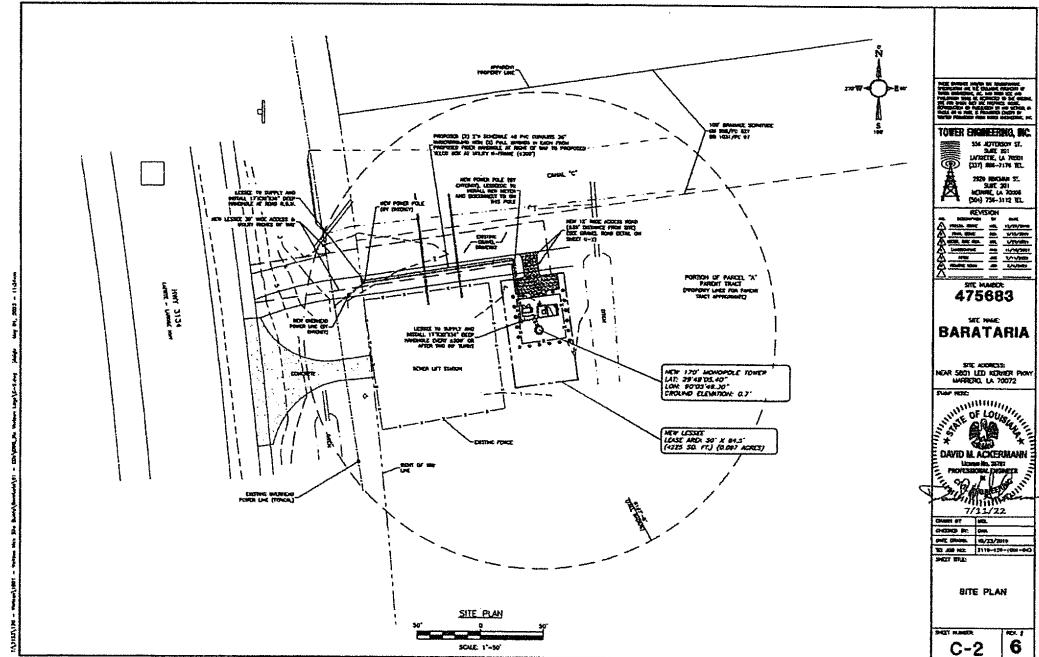


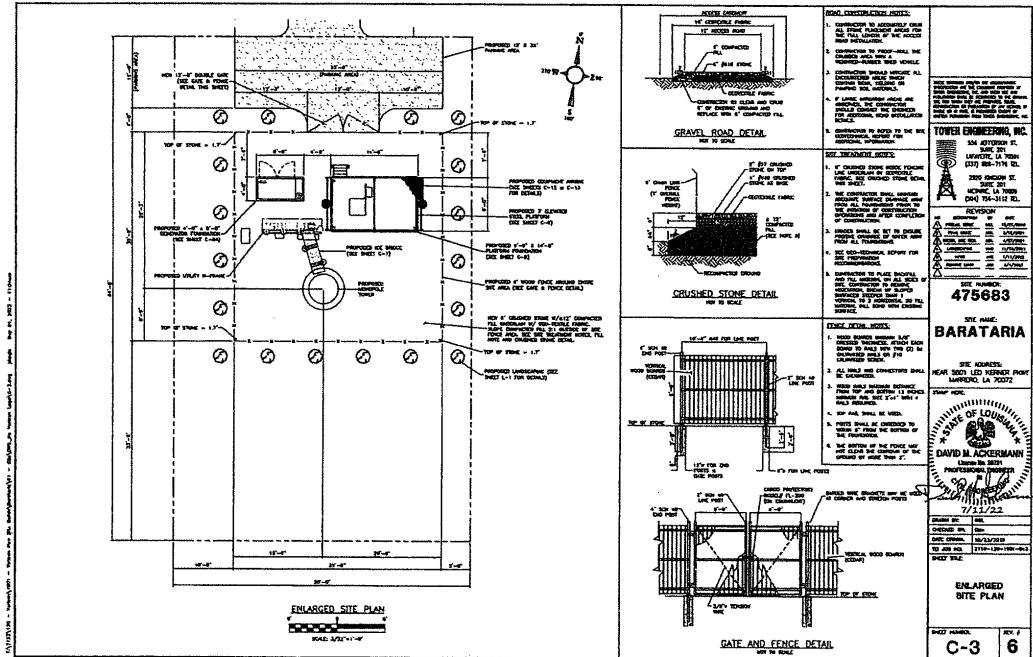


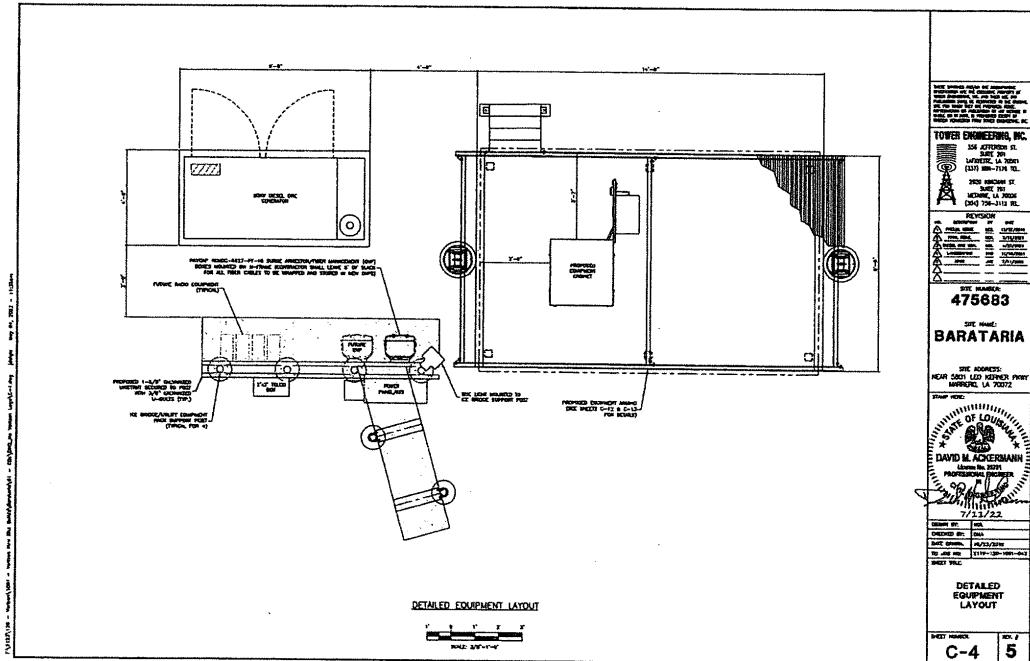


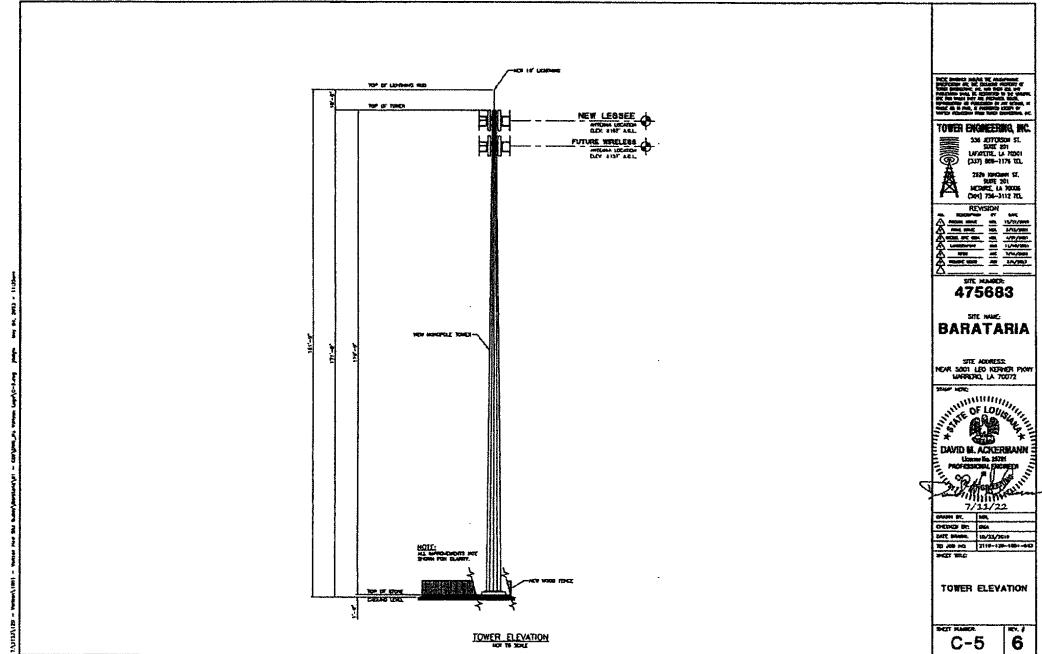


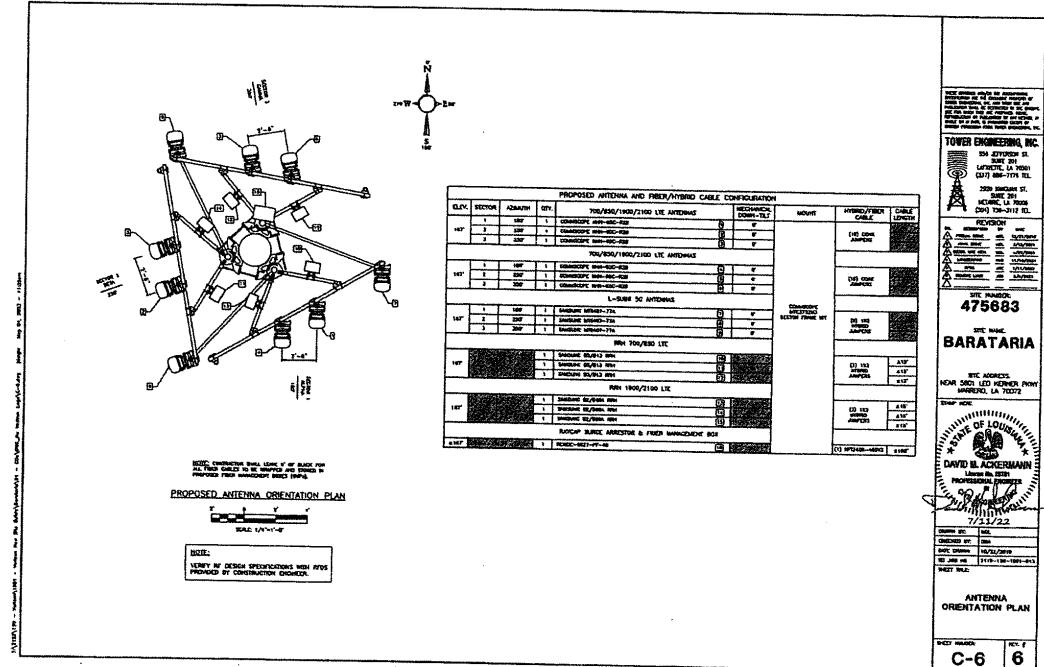












**ESTELLE PLAYGROUND CELL TOWER SITE**

**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:

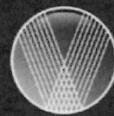
COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HWY 3134 AND THE APPARENT NORTH LINE OF THE PARENT TRACT, MARKED BY A 2" PIPE FOUND; THENCE S30°26'01"W A DISTANCE OF 137.65 FEET TO THE POINT OF BEGINNING FOR THE 30 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE N81°04'33"E A DISTANCE 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 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 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.

Exhibit C



**Valbridge**  
PROPERTY ADVISORS

**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](http://valbridge.com)

Valbridge File Number:  
LA01-23-0056-000



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

April 11, 2023

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 use of this report 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:

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Ms. Nicole M. Tomba  
Jefferson Parish Attorney's Office

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
Estimated Market Rent, Annual	\$10,560.00
Estimated Market Rent, Monthly	\$880.00

Respectfully submitted,  
Valbridge Property Advisors |

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	X
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

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AERIAL VIEW



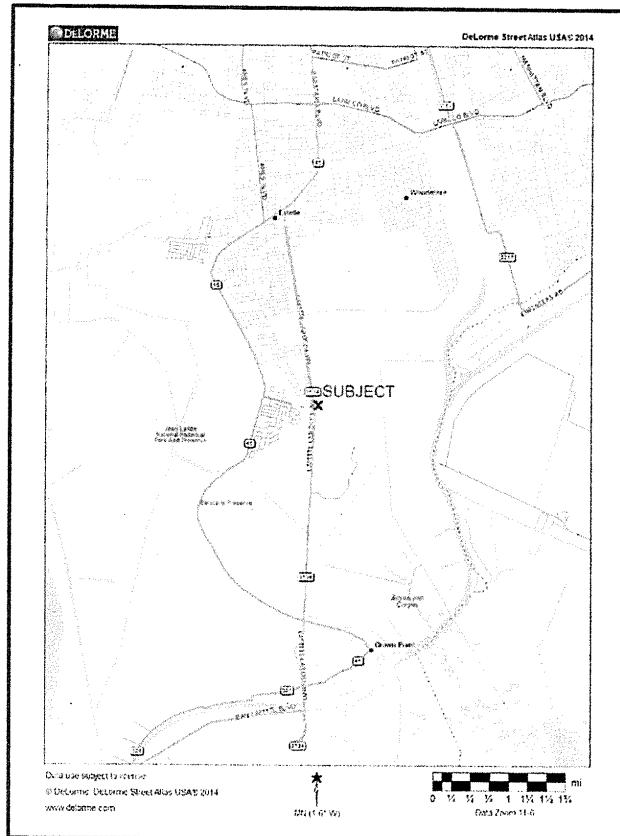
FRONT VIEW





PROPOSED CELL TOWER SITE- VACANT LAND  
LOCATION MAP

## Location Map



## Introduction

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### 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).<sup>1</sup>

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

<sup>1</sup>Appraisal Institute, *The Dictionary of Real Estate Appraisal*, (7<sup>th</sup> ed.). Chicago, Illinois: Appraisal Institute.

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## 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:

- Legal Characteristics - The subject was legally identified via public records, and client supplied documents.
- Economic Characteristics - 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.



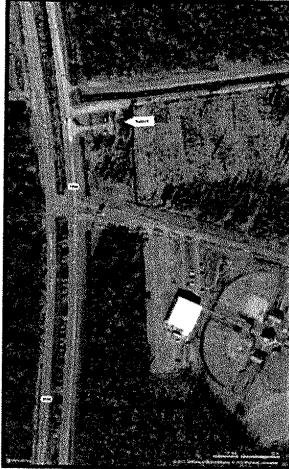
PROPOSED CELL TOWER SITE- VACANT LAND  
SCOPE OF WORK

**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:



PROPOSED CELL TOWER SITE- VACANT LAND  
CITY AND NEIGHBORHOOD ANALYSIS

LAND USES

<b>Developed</b>	50%
<i>Residential</i>	60%
<i>Retail</i>	3%
<i>Office</i>	2%
<i>Industrial</i>	0%
<b>Vacant</b>	35%
<b>Total</b>	<b>100%</b>

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.



PROPOSED CELL TOWER SITE- VACANT LAND  
CITY AND NEIGHBORHOOD ANALYSIS

**Neighborhood Demographics**

Radius (Miles)	1 Mile	3 Mile	5 Mile
<b>Population Summary</b>			
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%
<b>Housing Unit Summary</b>			
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%
<b>Income Summary</b>			
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, Lon: -90.094458)

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.

**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



PROPOSED CELL TOWER SITE- VACANT LAND  
CITY AND NEIGHBORHOOD ANALYSIS

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 easement 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, usually depicted on FIRMAs as above the 500-year flood level. Flood Insurance is not considered mandatory in this Flood Zone.

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.

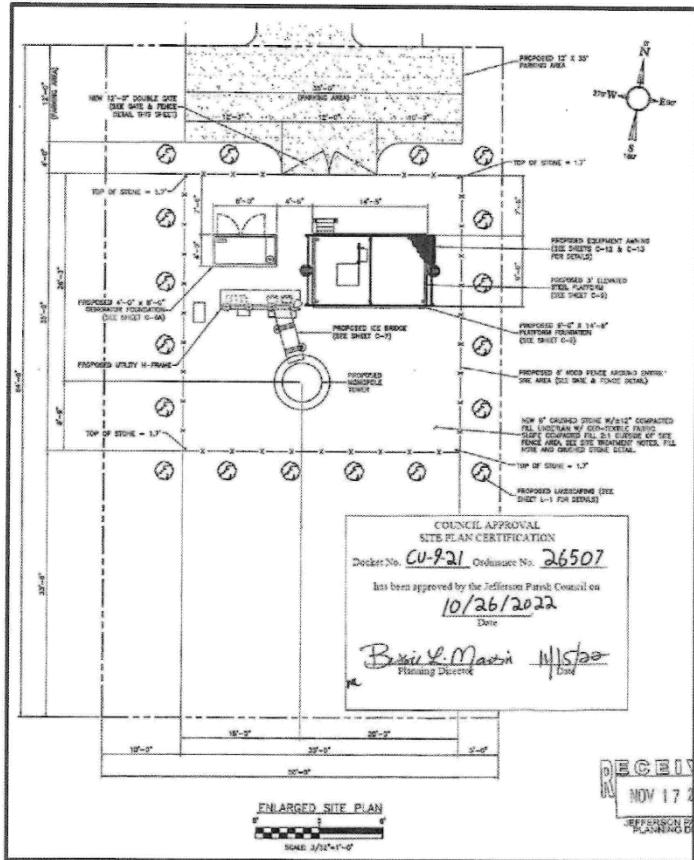
**Analysis/Comments on Site**

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.

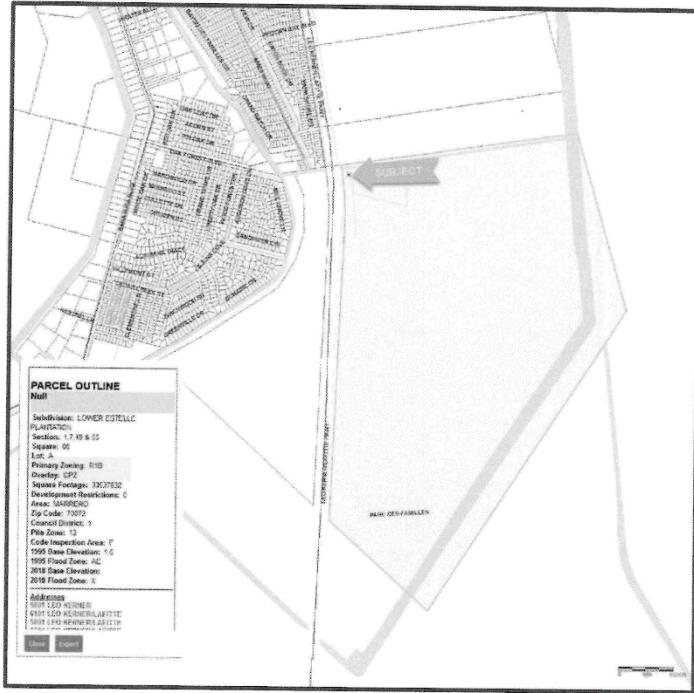


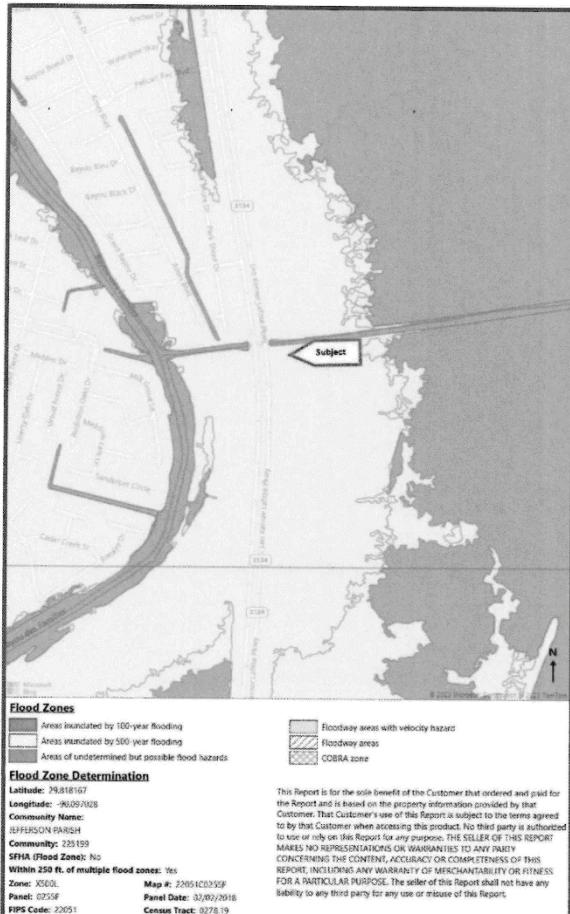
PROPOSED CELL TOWER SITE- VACANT LAND  
SITE DESCRIPTION

## LEASE AREA SURVEY



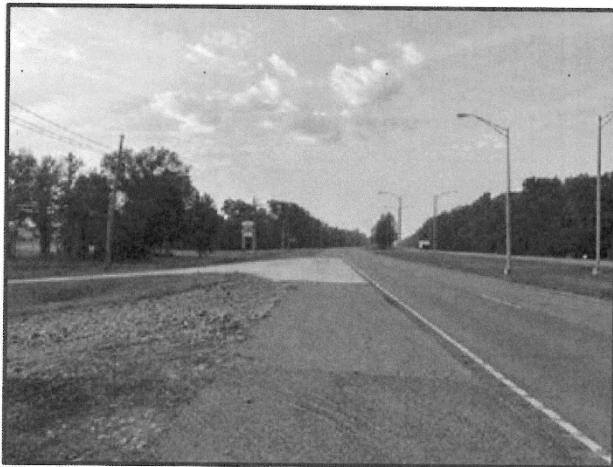
## PLAT MAP WITH ZONING



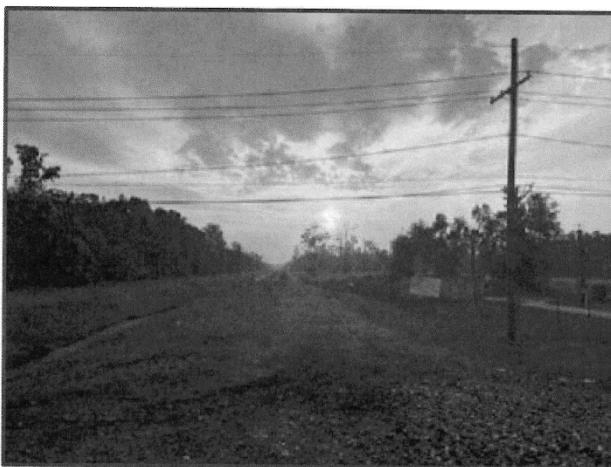
**FLOOD MAP**


## Subject Photographs

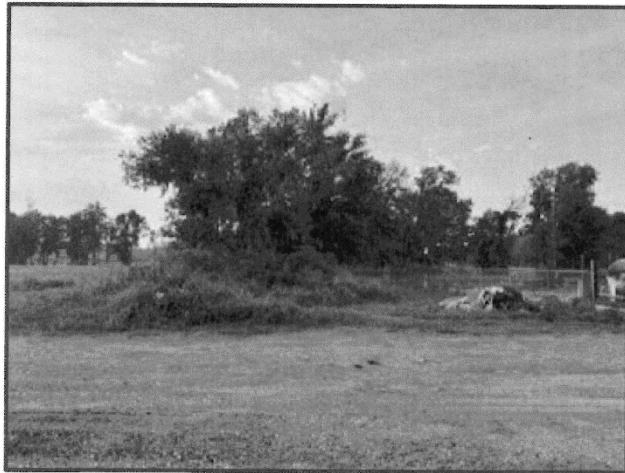
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Looking south along LA Hwy 3134 with subject access/egress frame left



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

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### Assessment Methodology

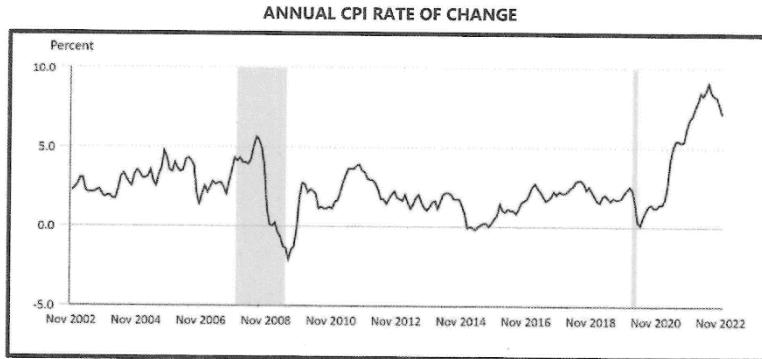
The appraised value for the subject property is determined by the Jefferson Parish assessor. The basis for the property assessment, or taxable value, in the jurisdiction is 100.0% of appraised or market value. The subject property is currently under the ownership of Jefferson Parish and is tax exempt.

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:



*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.

#### Office

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.

#### Retail

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.

#### Conclusions

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

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### 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 its 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 permissibility 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.

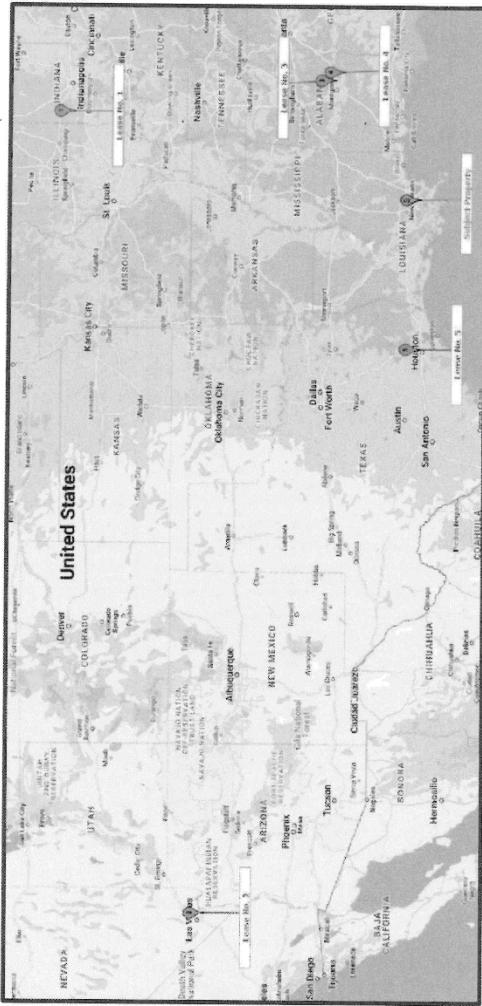
Rent Comparable Summary

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



## PROPOSED CELL TOWER SITE- VACANT LAND MARKET RENT ANALYSIS

### RENT COMPARABLE LOCATION MAP





PROPOSED CELL TOWER SITE- VACANT LAND  
MARKET RENT ANALYSIS

SPECIAL PURPOSE RENT COMPARABLE 1



**Property Identification**

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

**Transaction Data**

<b>Tenant SF</b>	10,019	<b>Renewal Detail</b>	Seventeen 5-year options w/10% rent increase
<b>Lease Status</b>	Executed		
<b>Commencement</b>	07-01-2022		
<b>Expiration</b>	06-30-2027	<b>Rental Rates</b>	
<b>Term (mos.)</b>	60	<b>Initial Rent/SF</b>	\$0.90
<b>Lease Type</b>	Ground	<b>Current Rent/SF</b>	\$0.90
<b>Renewal Options</b>	Yes	<b>Effective Rent/SF</b>	\$0.90

**Property Description**

<b>Gross Building SF</b>	10,019	<b>Fir. Area Ratio (FAR)</b>	1.00
<b>Net Rentable SF</b>	10,019	<b>Land to Bldg Ratio</b>	1.00
<b>Tenancy</b>	Single-Tenant	<b>Access</b>	Average
<b>Occupancy Type</b>	Credit Tenant	<b>Visibility</b>	None
<b>Gross Acres</b>	0.23	<b>Corner/Interior</b>	Interior
<b>Usable Acres</b>	0.23		

**Remarks**

Rent increased by \$150 for every additional wireless carrier that collocates on the facility. Tenant has 60-day 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

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

## Transaction Data

<b>Lessor</b>	City of Boulder City	<b>Tenant Imp./SF</b>	\$0.00
<b>Lessee</b>	NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS, LLC	<b>TI's/SF over Base</b>	\$0.00
<b>Tenant SF</b>	9,000	<b>Free Rent (mos.)</b>	0
<b>Entire Bldg Lease</b>	Yes	<b>Concessions/SF</b>	\$0.00
<b>Lease Status</b>	Renewal	<b>Concessions Detail</b>	None provided
<b>Commencement</b>	08-10-2021	<b>%/Overage Clause</b>	No
<b>Expiration</b>	12-31-2031	<b>Rent Escalation</b>	3% annual increase
<b>Term (mos.)</b>	125	<b>Property Occup. (%)</b>	100.0%
<b>Lease Type</b>	Absolute Net	<hr/>	
<b>Expense Stop</b>	No	<b>Initial Rent/SF</b>	\$2.95
<b>Renewal Options</b>	Yes	<b>Current Rent/SF</b>	\$2.95
<b>Renewal Detail</b>	One five-year option	<b>Effective Rent/SF</b>	\$2.95

## Property Description

<b>Gross Acres</b>	0.21	<b>Usable Acres</b>	0.21
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<b>Access</b>	Good	<b>Corner/Interior</b>	Mid-Block
<b>Visibility</b>	Good		

**Verification**

**Confirmed With** BC Real Estate Manager, Brok Armantrout, 702-293-9449

**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**

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

**Transaction Data**

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

**Property Description**

<b>Gross Acres</b>	0.23	<b>Visibility</b>	Average
<b>Usable Acres</b>	0.23		

**Verification**

<b>Confirmed With</b>	Owner
<b>Confirmed By</b>	John E. Hall III
<b>Confirmation Date</b>	12-27-2022

**Remarks**

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

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

## Transaction Data

<b>Lessor</b>	Joe W. Stewart and William B. Chancellor	<b>Tenant Imp./SF</b>	\$0.00
<b>Lessee</b>	CitySwitch II-A LLC	<b>TI's/SF over Base</b>	\$0.00
<b>Tenant SF</b>	6,400	<b>Concessions/SF</b>	\$0.00
<b>Lease Status</b>	Executed	<b>Concessions Detail</b>	None
<b>Commencement</b>	09-19-2018	<b>%/Overage Clause</b>	No
<b>Expiration</b>	09-18-2023	<b>%/Overage Rent/SF</b>	\$0.00
<b>Term (mos.)</b>	60	<b>Rent Escalation</b>	10% at every 5 year option
<b>Lease Type</b>	Absolute Net	<b>Property Occup. (%)</b>	0.0%
<b>Expense Stop</b>	No	<b>Rental Rates</b>	
<b>Expense Stop/SF</b>	\$0.00	<b>Initial Rent/SF</b>	\$1.31
<b>Renewal Options</b>	Yes	<b>Current Rent/SF</b>	\$1.31
<b>Renewal Detail</b>	9 five year options	<b>Effective Rent/SF</b>	\$1.31

## Property Description

<b>Net Rentable SF</b>	6,400	<b>Access</b>	Average
<b>Gross Acres</b>	0.15	<b>Visibility</b>	Average
<b>Usable Acres</b>	0.15	<b>Corner/Interior</b>	Interior

**Verification**

<b>Confirmed With</b>	Lease Document
<b>Confirmed By</b>	Anthony S. Mule
<b>Confirmation Date</b>	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 bona fide offer they received from TTV 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 TTV 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

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

## Transaction Data

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

## Property Description

<b>Gross Acres</b>	0.06	<b>Visibility</b>	Good
<b>Usable Acres</b>	0.06	<b>Corner/Interior</b>	Corner
<b>Access</b>	Good		

## Verification

<b>Confirmed With</b>	Lease agreement
<b>Confirmed By</b>	Steven C. Rodman



PROPOSED CELL TOWER SITE- VACANT LAND  
MARKET RENT ANALYSIS

**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.



PROPOSED CELL TOWER SITE- VACANT LAND  
GENERAL ASSUMPTIONS & LIMITING CONDITIONS

RENT COMPARABLE ADJUSTMENT GRID

		Rental # 1	Rental # 2	Rental # 3	Rental # 4	Rental # 5
Comparable ID		636498	585303	639529	524853	453850
Date of Value & Survey/Lease	March-23	November-22	August-21	December-22	September-18	November-17
Property Name	Proposed Cell Tower Site- Vacant Land	Ground Lease for Cell Tower	Crown Castle Cell Tower Site	Collet Farms Cell Tower	Union Springs Cell Tower Site	Cell Tower Site
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	0.00661	0.02957	0.14692	0.05739
Annual Rental Rate	\$0.90	\$2.95	\$0.72	\$1.31	\$5.04	
<b>Transactional Adjustments</b>						
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 Adjustment	None	None	None	None	None	None
Tenant Imp. Allowance - Over Base Amount Adjustment	None	None	None	None	None	None
Net Lease Structure Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Effective Rental Rate	\$0.90	\$2.95	\$0.72	\$1.31	\$5.04	
<b>Conditions of Lease</b>						
Adjustment	Executed	Renewal	Executed	Executed	Executed	Executed
Adjusted Rental Rate	\$0.90	\$2.95	\$0.72	\$1.31	\$5.04	
<b>Market Conditions Adjustments</b>						
Elapsed Time from Date of 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	
<b>Property Adjustments</b>						
Location	5801 LA Hwy-3134, Marrero, Louisiana	7048 E Mansfield Rd, Rockville, Indiana	NFC U.S. 95 & Silverline Rd, Boulder City, Nevada	Hwy 80, Shafter, California	State Highway 223, Union Springs, Alabama	6921 2/3 Homestead Road, Houston, Texas
Adjustment:	100.0%	-20.0%	100.0%	25.0%	-50.0%	
Zoning / Permitted by Right	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	110.0%	-10.0%	120.0%	35.0%	-30.0%	
Adjusted Annual Rental Rate	\$1.90	\$2.72	\$1.59	\$1.89	\$3.81	



PROPOSED CELL TOWER SITE- VACANT LAND  
GENERAL ASSUMPTIONS & LIMITING CONDITIONS

### 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 appraiser-client 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 connection 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.



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



PROPOSED CELL TOWER SITE- VACANT LAND  
CERTIFICATION



PROPOSED CELL TOWER SITE- VACANT LAND  
CERTIFICATION

## Addenda

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[Glossary](#)

[Qualifications](#)

- Andrew Miles, - Senior Appraiser

[Information on Valbridge Property Advisors](#)

[Office Locations](#)

## Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 7<sup>th</sup> 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 FIRRMA 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, 4<sup>th</sup> 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/I<sub>n</sub>), 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

index, e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

#### Estoppel Certificate

A signed statement by a party (such as a tenant or a 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)

#### 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**

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

**Gross Sellout Value (Sum of the Retail Values)**

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 or 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)**

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. Consumption 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
4. 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
5. 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)

**Surplus Land**

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)

**TPO**

Thermoplastic polyolefin, a resilient synthetic roof covering.

**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)

(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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Tulsa, OK 74123  
(918) 712-9992

3121 Quail Springs Pkwy., Ste. 150  
Oklahoma City, OK 73134  
(405) 603-1553

**PENNSYLVANIA**

150 S. Warner Rd., Ste. 440  
King of Prussia, PA 19406  
(215) 545-1900

4701 Baptist Rd., Ste. 304  
Pittsburgh, PA 15227  
(412) 881-5080

**SOUTH CAROLINA**

1250 Fairmont Ave.  
Mt. Pleasant, SC 29464  
(843) 884-1266

11 Cleveland Ct.,  
Greenville, SC 29607  
(864) 233-6277

920 Bay St., Ste. 26  
Beaufort, SC 29902  
(843) 884-1266

**TENNESSEE**

3500 Ringgold Rd., Ste. 3  
Chattanooga, TN 37412  
(423) 206-2677

213 Fox Rd.,  
Knoxville, TN 37922  
(865) 522-2424

756 Ridge Lake Blvd., Ste. 225  
Memphis, TN 38120  
(901) 753-6977

5205 Maryland Way, Ste. 300  
Brentwood, TN 37027  
(615) 369-0670

**TEXAS**

901 Mopac Expy., Ste. Bldg. 1, Ste. 300  
Austin, TX 78746  
(737) 242-8585

10210 North Central Expy., Ste. 115  
Dallas, TX 75231  
(214) 446-1611

**TEXAS (CONT'D)**

974 Campbell Rd., Ste. 204  
Houston, TX 77024  
(713) 467-5858

2731 81st St.,  
Lubbock, TX 79423  
(806) 744-1188

9901 IH-10 West, Ste. 1035  
San Antonio, TX 78230  
(210) 227-6229

**UTAH**

527 E. Pioneer Rd., Ste. 240  
Draper, Utah 84020  
(801) 262-3388

20 North Main St.,  
SL George, UT 84770  
(435) 773-6300

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

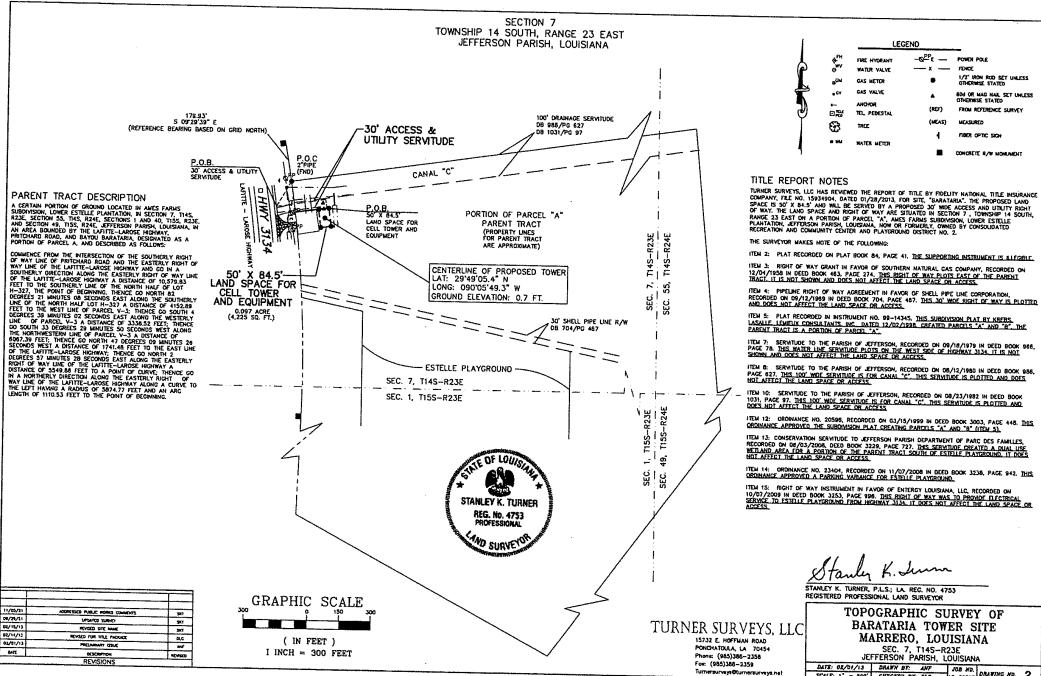
NATIONAL COVERAGE. LOCAL KNOWLEDGE. TRUE VALUATION INDEPENDENCE.

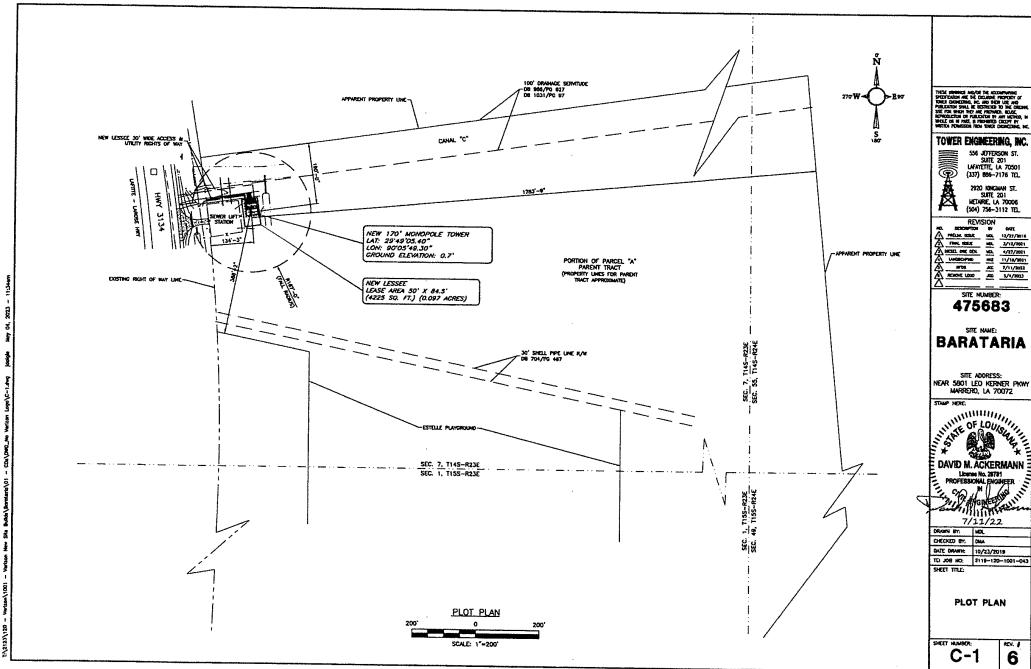


valbridge.com

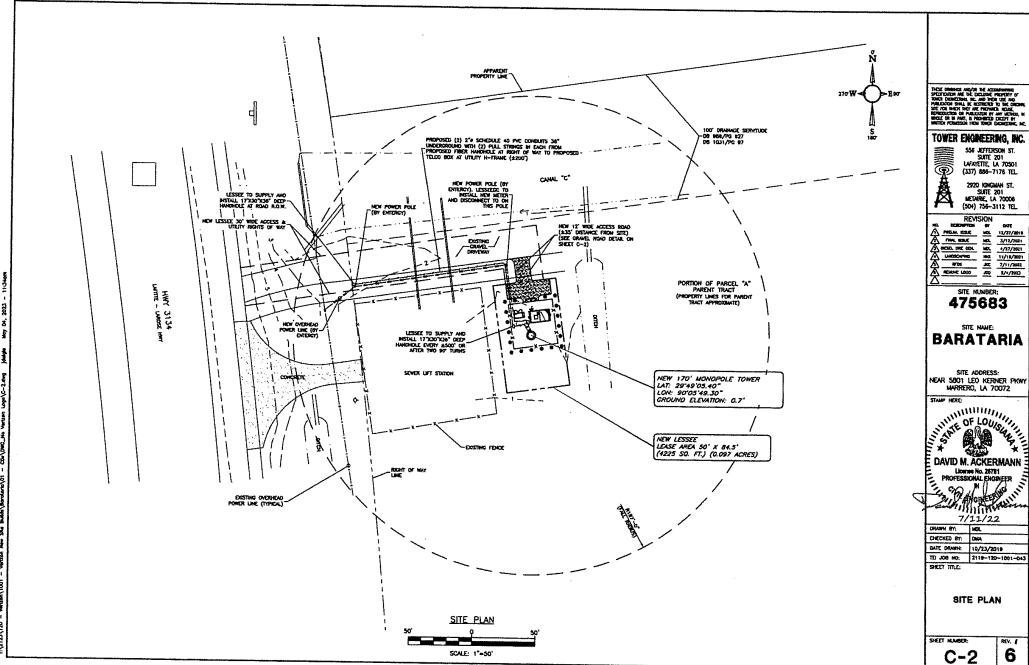


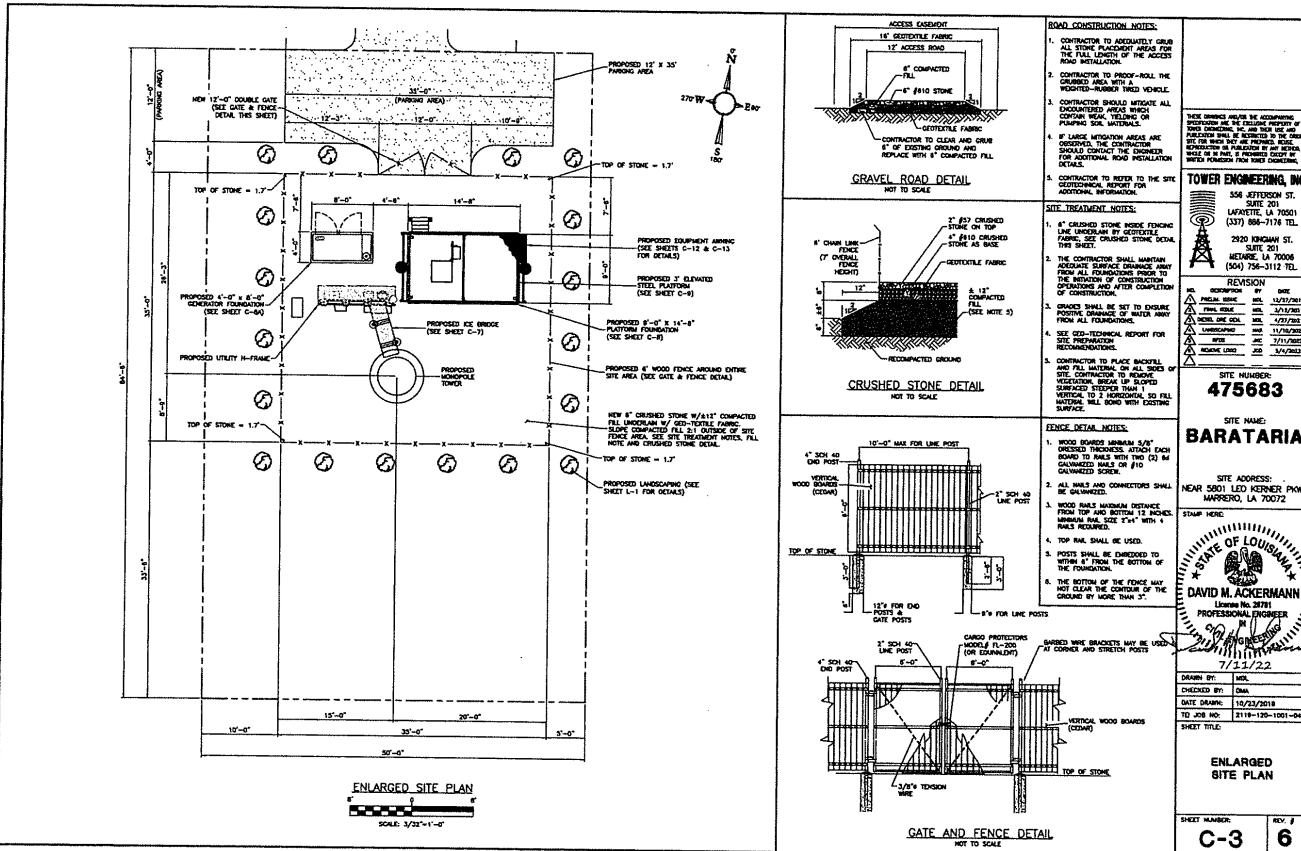


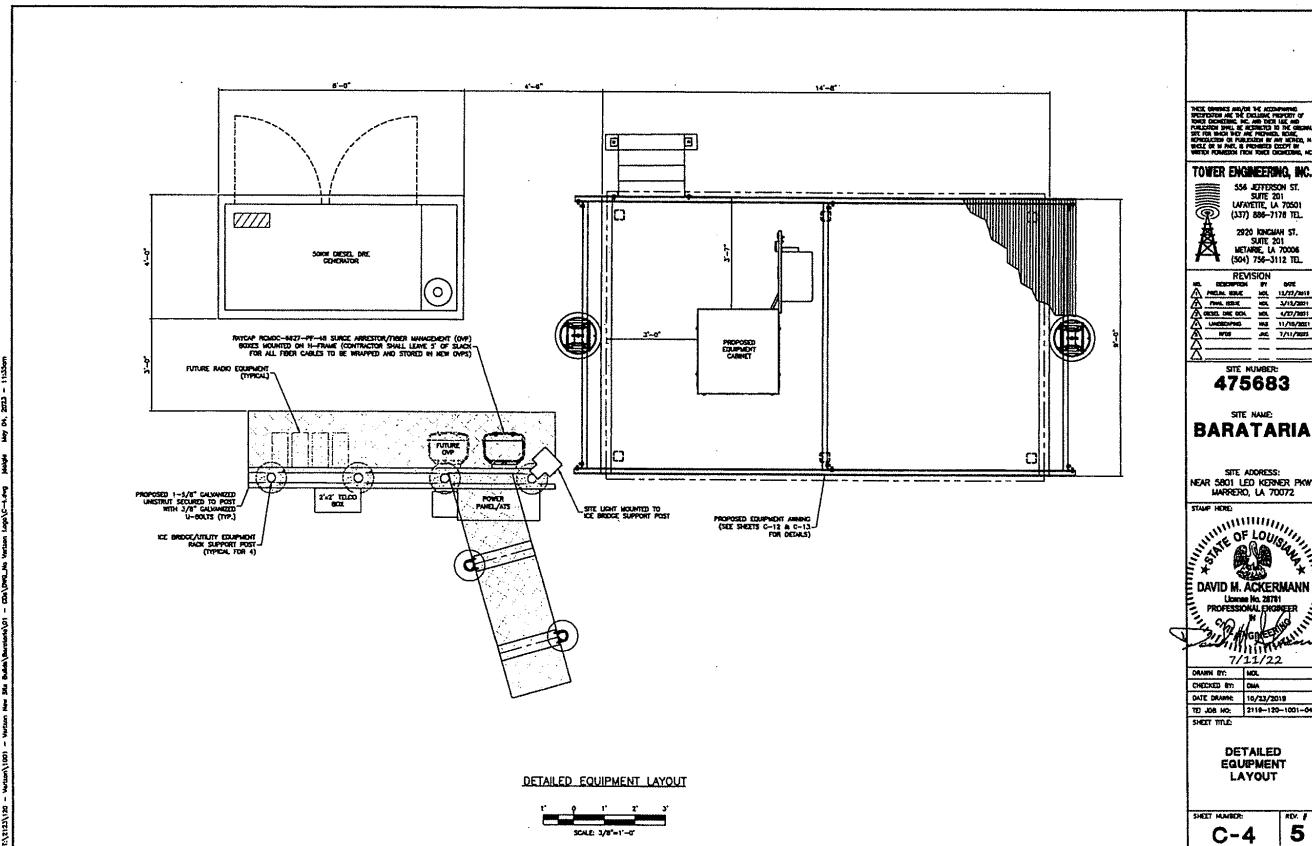




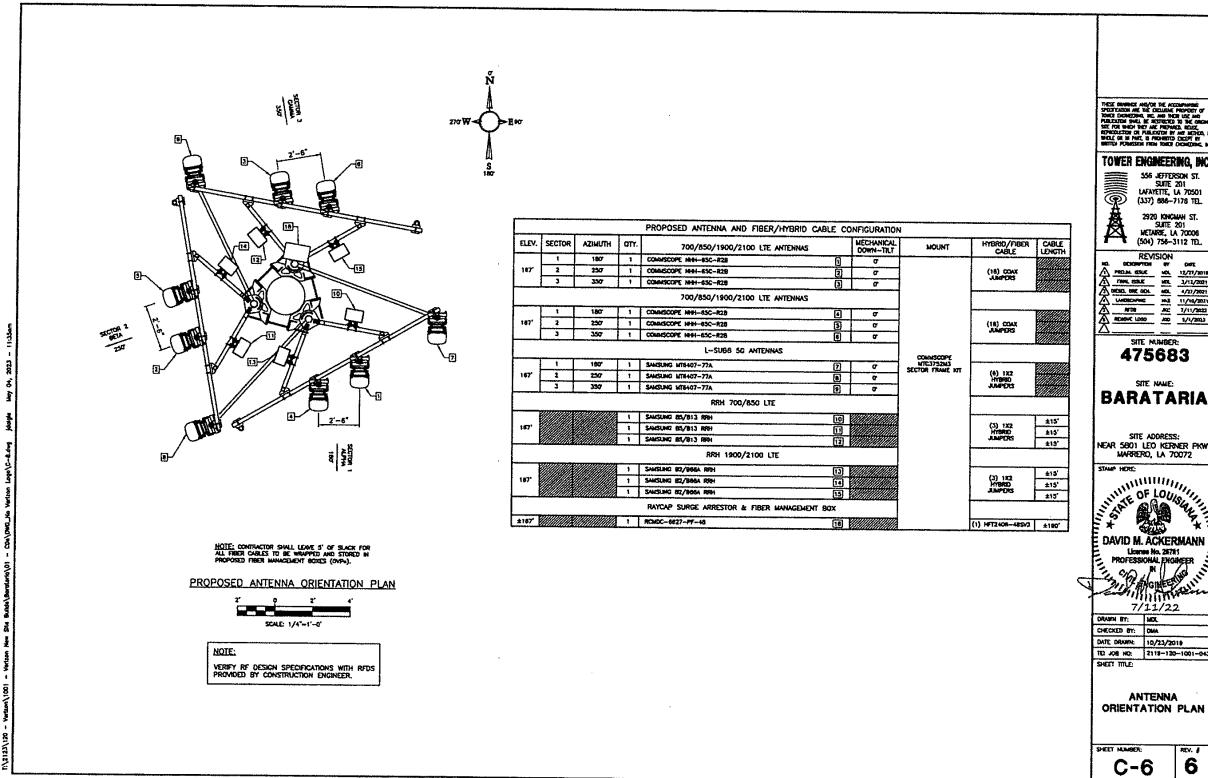


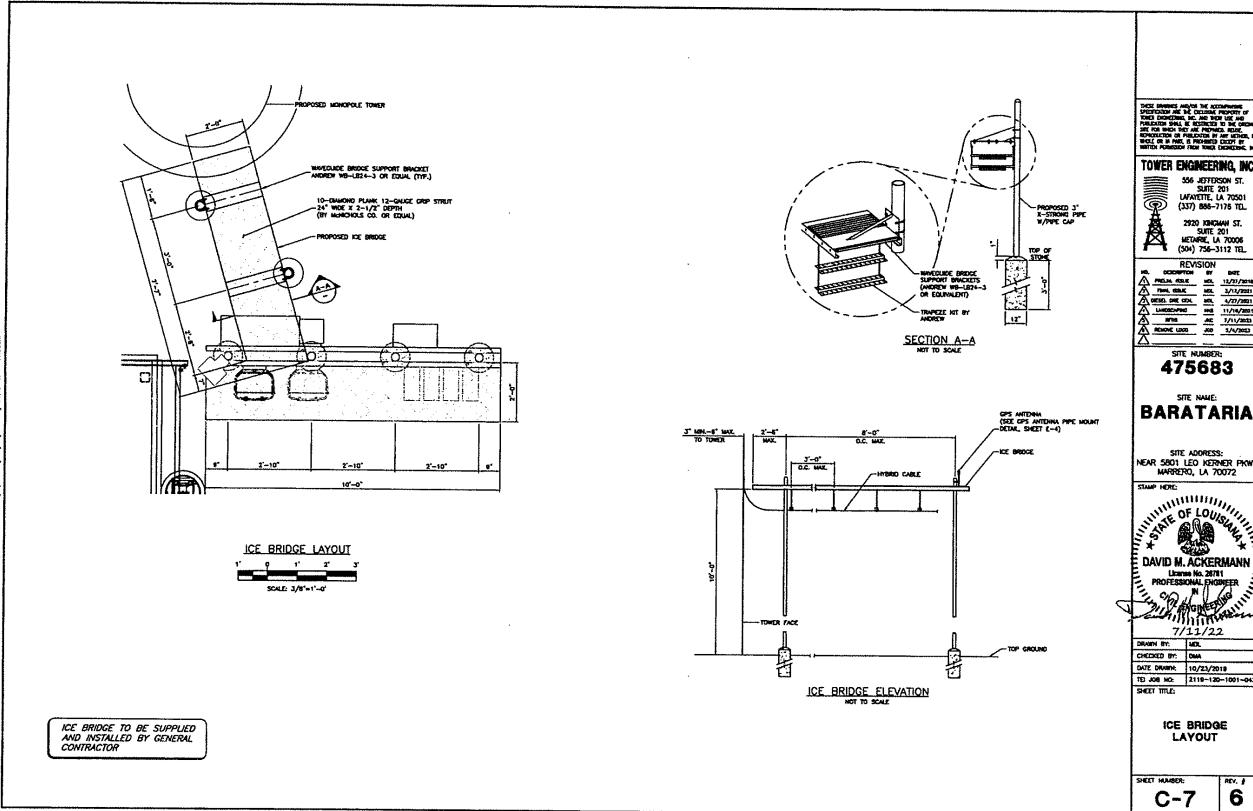


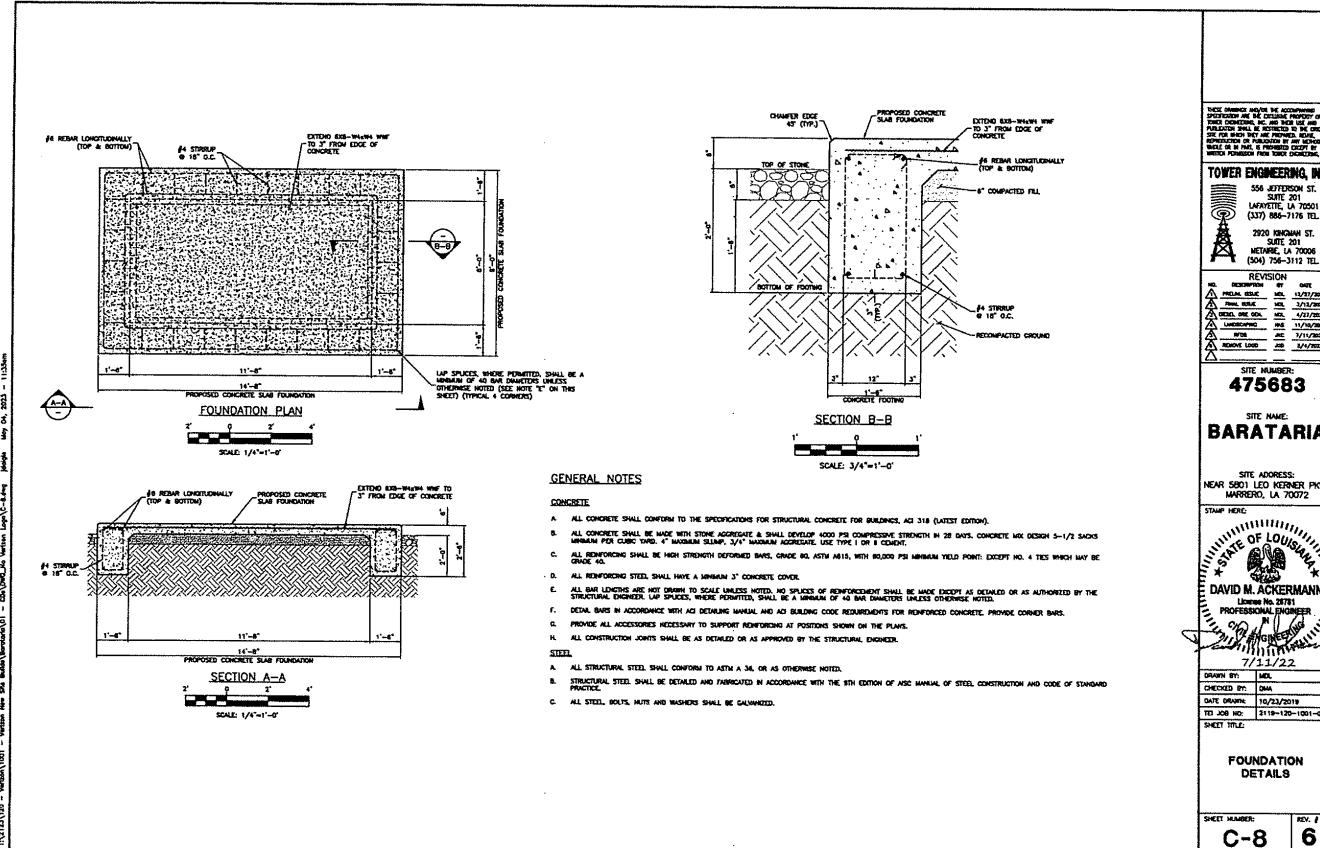






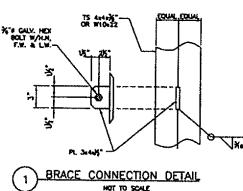
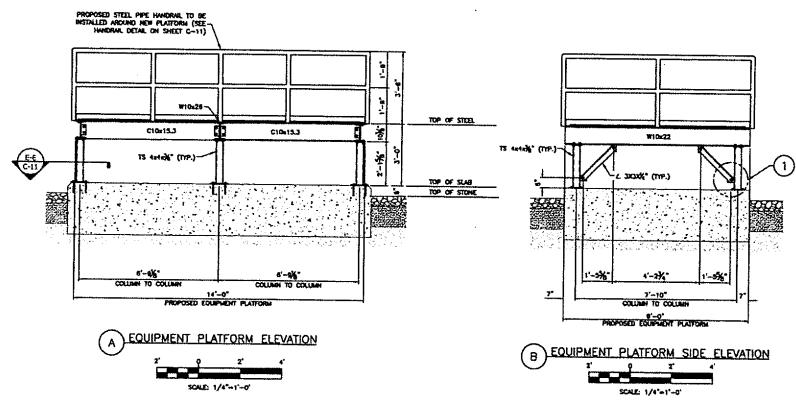












1 BRACE CONNECTION DETAIL

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**TOWER ENGINEERING, INC.**

556 JEFFERSON ST.  
SUITE 201  
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(337) 234-7172 TEL

2926 KIRKHAM ST.  
SUITE 100  
LAUREL, LA 70006  
(504) 754-3112 TEL

**REVISION**

NO.	DESCRIPTION	BY	DATE
1	MECHANICAL	BY	1/27/2011
2	PIPE, BRK	BY	1/27/2011
3	STRUCTURE	BY	1/27/2011
4	LANDSCAPING	BY	1/27/2011
5	WATER	BY	7/11/2012
6	ROOFING LOAD	BY	8/24/2012

SITE NUMBER:  
**475683**

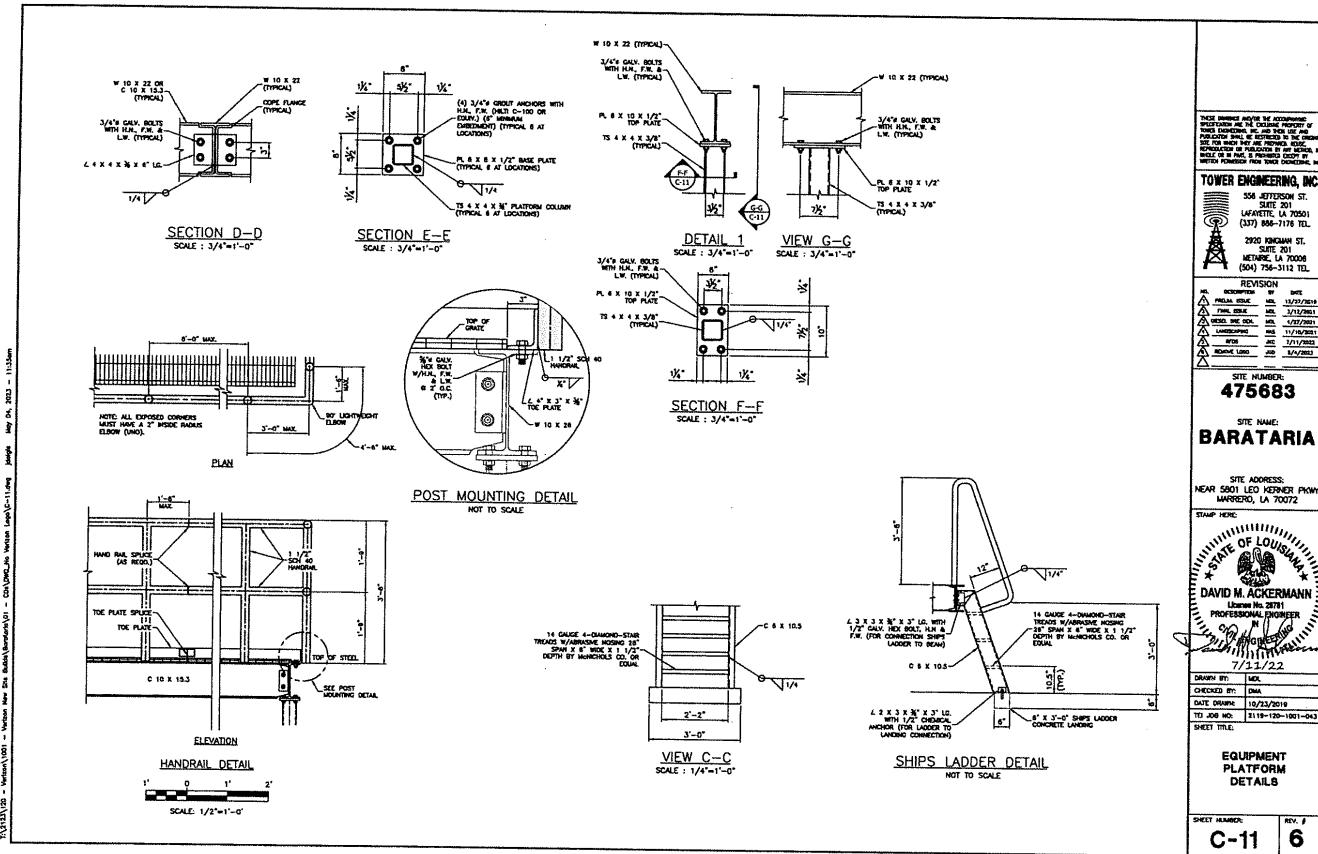
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NEAR 5801 LEO KERNER PKWY  
MARRERO, LA 70072  
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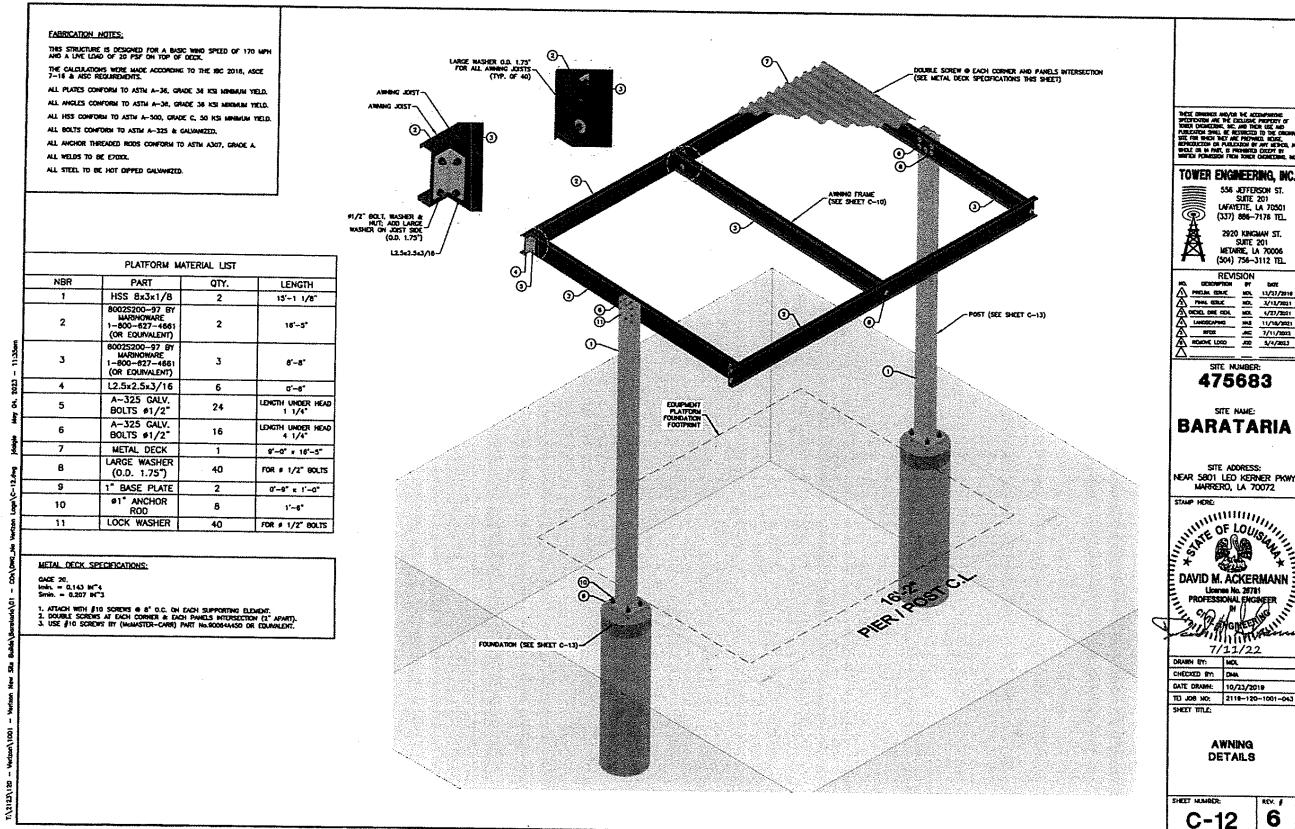
The seal of the State of Louisiana, featuring a central figure of a Native American holding a bow and arrow, surrounded by a circular border with the text "THE GREAT SEAL OF THE STATE OF LOUISIANA".

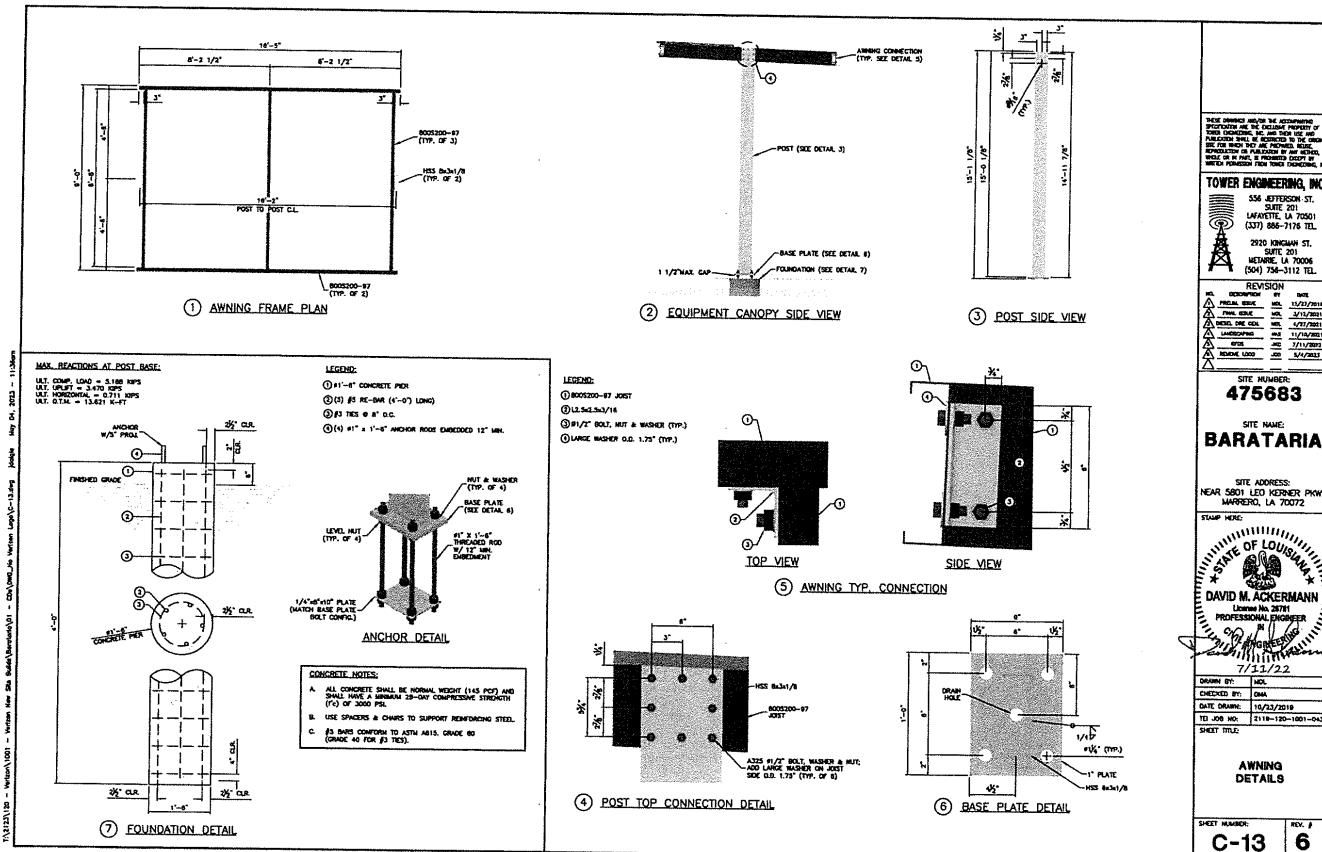
DRILLED BY:	ML
CHECKED BY:	DMR
DATE DRILLED:	10/23/2018
TD JOB NO.:	2118-120-1001-043
SHEET TITLE:	

**EQUIPMENT  
PLATFORM  
ELEVATIONS**

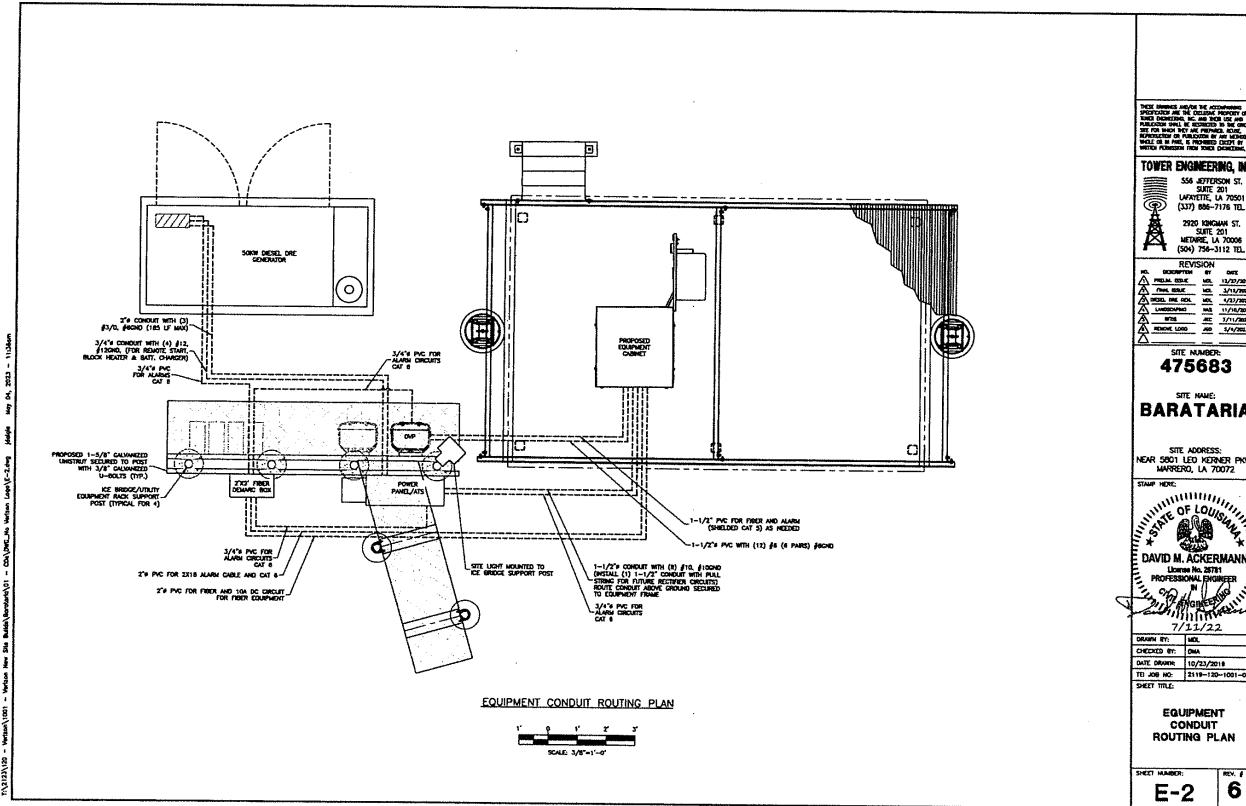
SHEET NUMBER: C-10 REV. 6

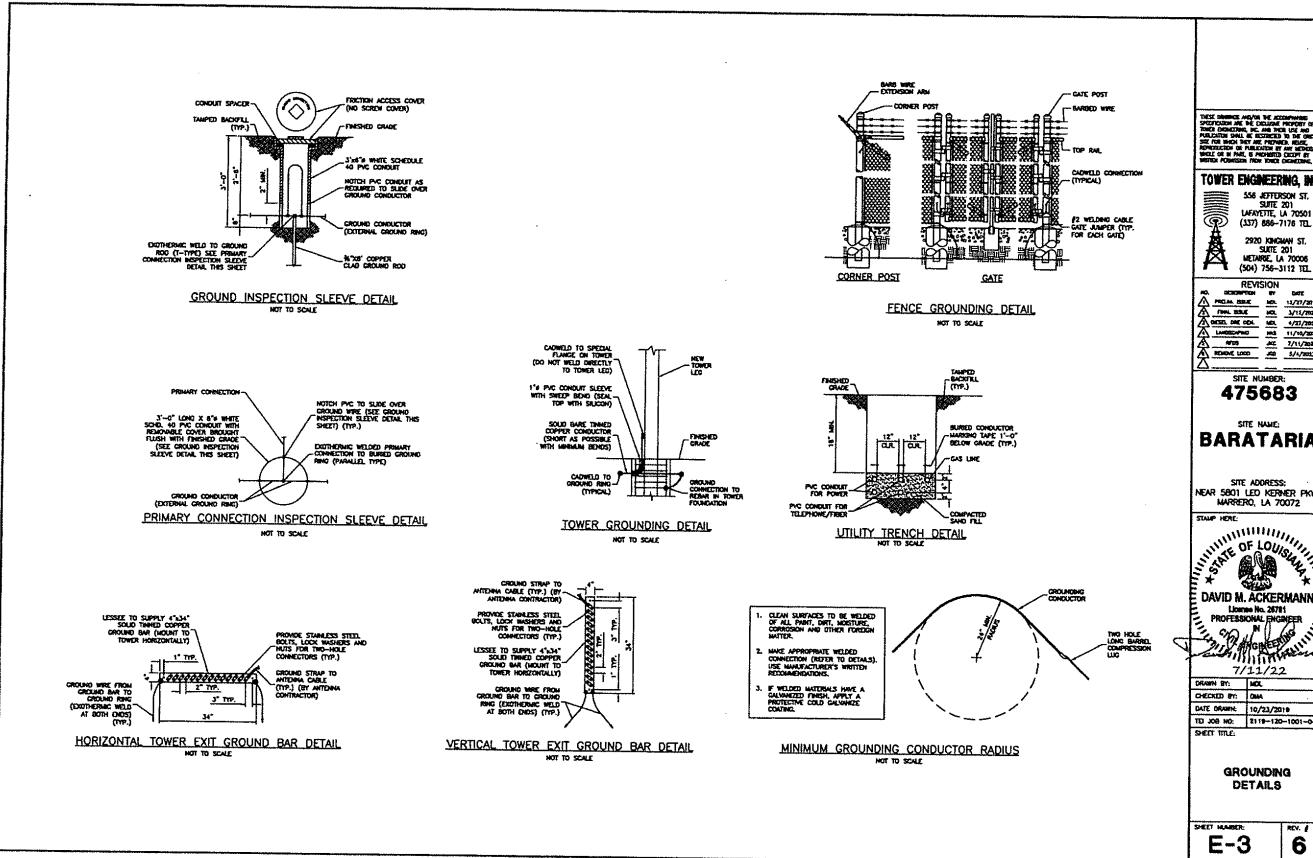


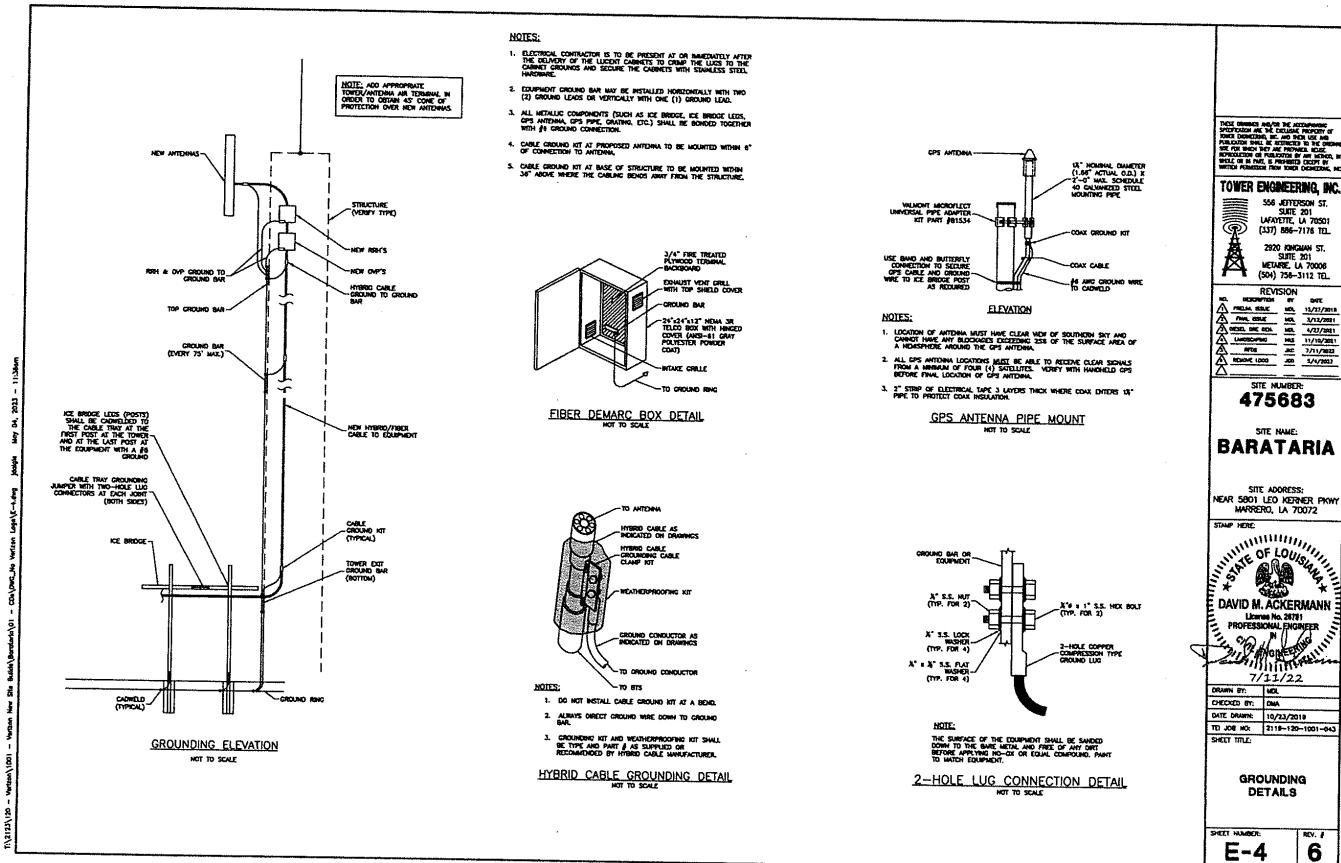


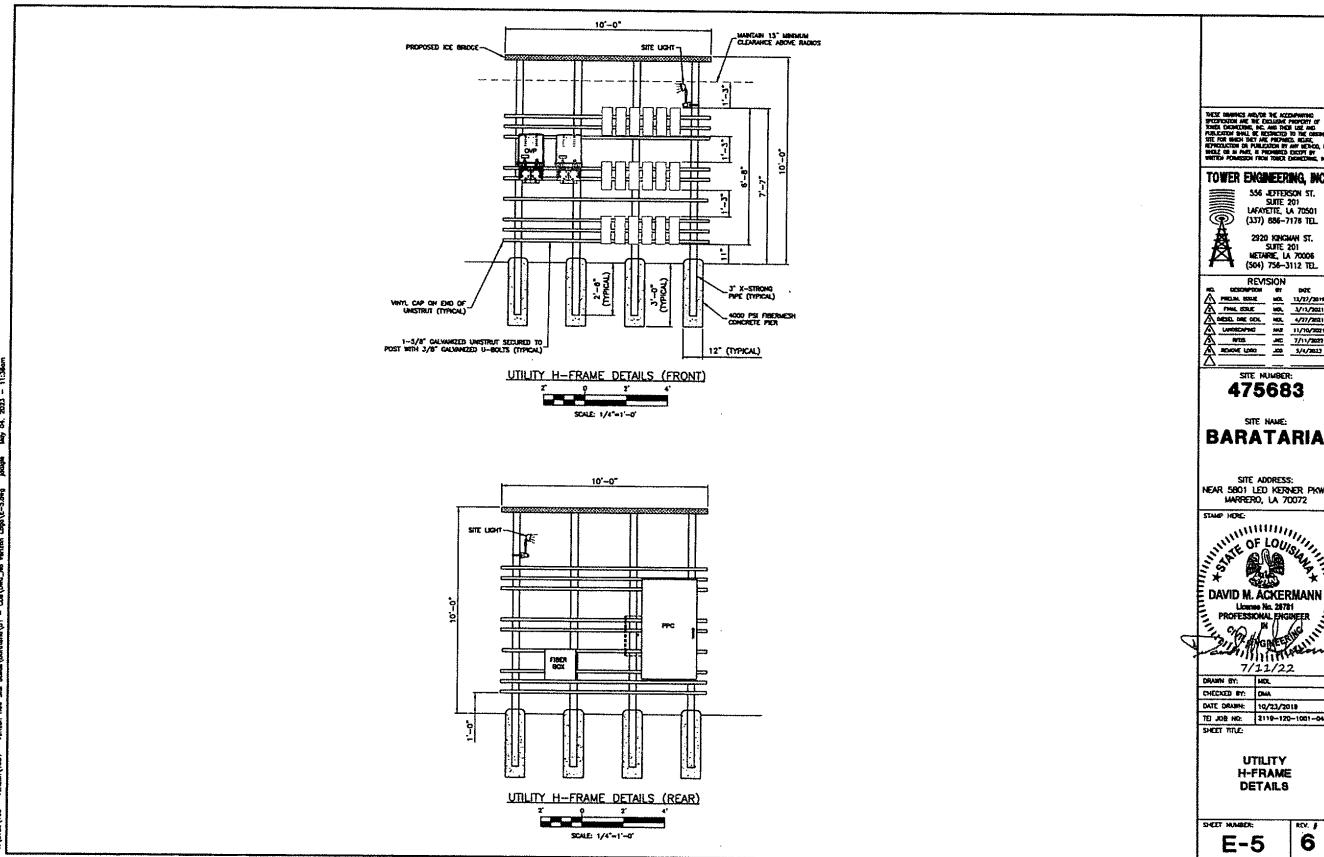


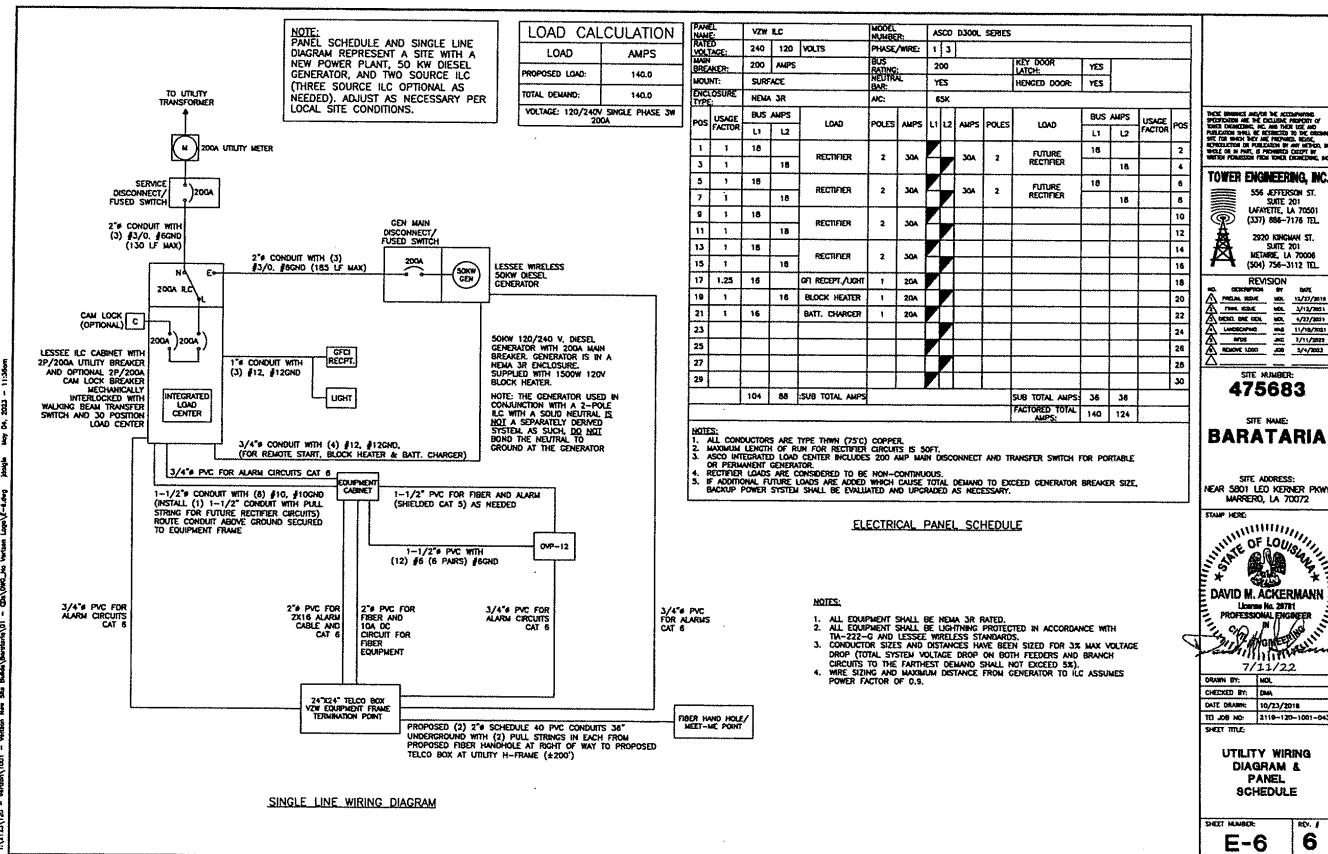


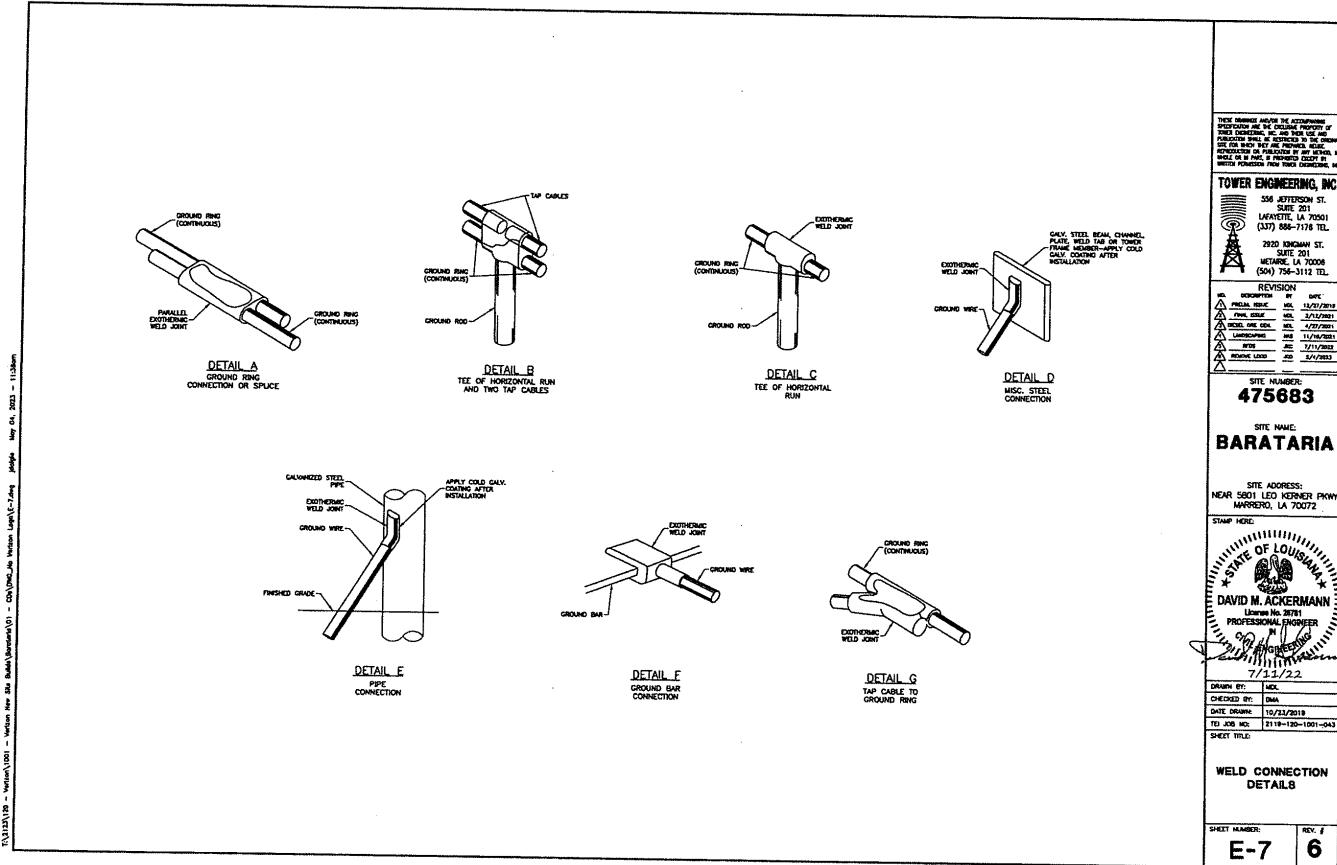




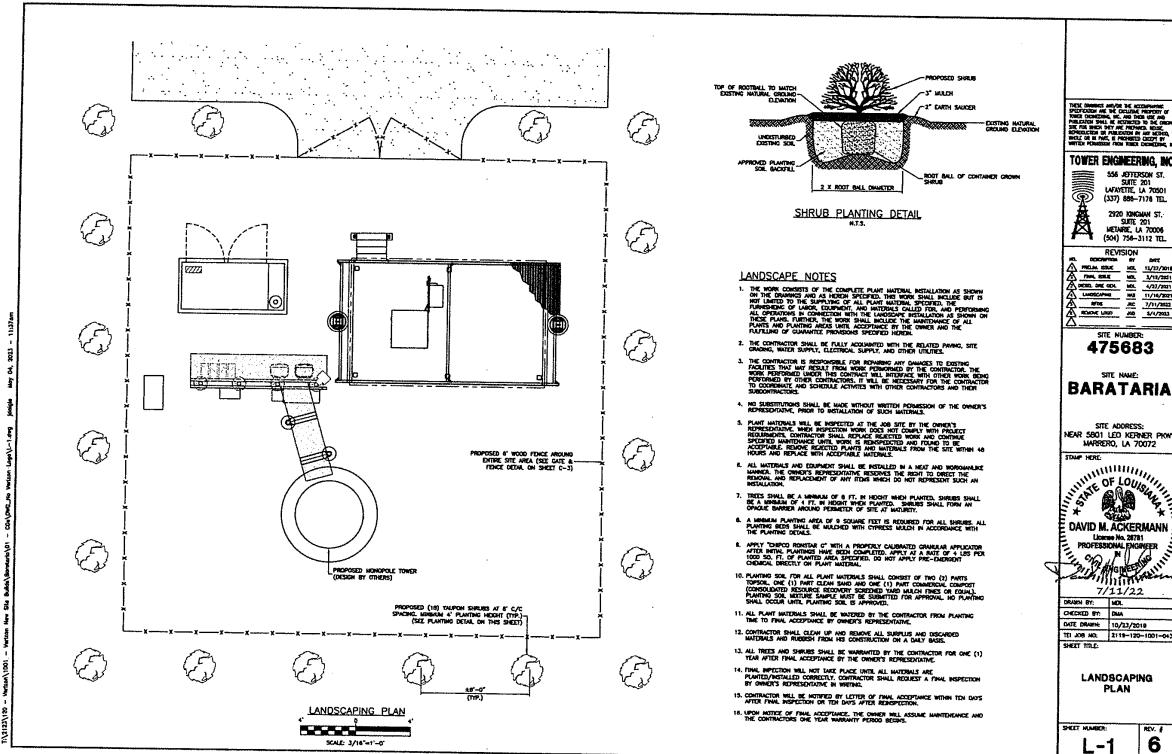












GENERAL NOTES:

- VERIFY ALL EXISTING SITE CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
- IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK.
- 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, NORMAL AND UNFORSEEN HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITIES RELATED TO THE CONSTRUCTION ACTIVITY WITH PURSUANT TO WORK ON THE PROJECT.
- ALL WORK SHALL COMPLY WITH CSA AND APPA AS WELL AS ANY OTHER REQUIREMENTS FOR THE PROTECTION OF EXHAUSTION, CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MACHINERY IS REQUIRED BY AUTHORITY OF THE OWNER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITY OF THE EXISTENCE OF A PROBLEMS.
- THE CONTRACTOR IS RESPONSIBLE FOR PROMPTLY MAILING NOTICE TO THE GOLDEN INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENT MAY REQUEST THAT GROUPS OF THE CONTRACTOR'S WORK BE INSPECTED AT ONE TIME IF POSSIBLE.
- CONSTRUCTION MANAGER IS THE CONTRACTOR'S POINT OF CONTACT FOR ALL INFORMATION CONCERNING THE PROJECT. UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR, NO TOWER SHALL BE CONSTRUCTED.
- 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 SUBMITTAL.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE CONSTRUCTION SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED BY THE CONTRACTOR'S EXPENSE.
- CLEANING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
- ALL EXCAVATED MATERIALS AND 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 THE OWNER AND APPROVED BY DISPOSAL.
- RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS, REVISIONS, APPROVALS, AND ADDED OR REMOVED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
- FOR THE PURPOSE OF THIS CONSTRUCTION DOCUMENTS, THE FOLLOWING DEFINITIONS SHALL APPLY:

OWNER: LESSOR WIRELESS  
 PROJECT MANAGER: LESSOR WIRELESS OR DESIGNATED ALTERNATE  
 LESSEE: LESSOR WIRELESS

13. CARE SHALL BE TAKEN TO LOCATE ALL EXISTING UNDERGROUND OBSTRUCTIONS, UTILITIES AND/OR EASEMENTS BEFORE DIGGING OR DRILLING ON THIS PROPERTY.

14. UTILITY CHECK – BEFORE COMMENCING ANY WORK AT THE SITE, CONTACT THE ONE CALL SYSTEM IN THE STATE IN WHICH UNDERGROUND WORK IS BEING DONE. REFER TO ONE CALL NOTE ON THE TITLE SHEET.

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.

16. ALL EXCAVATIONS SHALL BE BARRICADED FOR PERSONNEL PROTECTION AND CONCRETE PERS HS SHALL BE FILLED BY END OF DAY.

17. VERIFY REQUIREMENTS OF OTHER TRADES PRIOR TO PROCEEDING WITH FABRICATION OR INSTALLATION OF MATERIALS.

18. COMPLETE SITE DRAWINGS SHALL BE PROVIDED FOR ALL FABRICATED ITEMS FOR REVIEW PRIOR TO FABRICATION DRAWINGS CONTAINED IN THESE CONSTRUCTION DOCUMENTS SHALL NOT BE USED FOR SHOP DRAWINGS.

19. ALL BIDDERS SHALL VISIT THE SITE BEFORE BIDDING TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS.

20. THE BUILDER/CONTRACTOR SHALL BE RESPONSIBLE WITH NO ADDITIONAL COSTS TO THE OWNER/LESSOR/PROJECT MANAGEMENT TEAM FOR ALL FEES, INSPECTION FEES RELATED TO THIS PROJECT, OR SEE THAT ANY AND ALL SUCH CHARGES ARE PAID BY THE RESPECTIVE SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT.

21. THIS BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING FACILITIES AND SHALL REPLACE OR REPAIR TO THE ORIGINAL CONDITION AS DETERMINED BY THE PROJECT MANAGER.

22. CONTRACTOR SHALL NOT OPERATE EQUIPMENT OUTSIDE THE SCOPE OF THE PROJECT. MATCH EXISTING WORK AND MATERIALS EVEN IF SUCH WORK FAILS OUTSIDE THE LIMITS OF THE CONTRACT.

23. THE OWNER OF THE SITE RETAINS SAVAGE 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.

24. CONTRACTOR ACTUAL OR VERBAL BASED ON MATCHING EXISTING CONDITIONS AND MAY VARY SLIGHTLY FROM THE DIMENSIONS AS SHOWN. NOTIFY THE PROJECT MANAGER IF SIGNIFICANT VARIATIONS ARE ENCOUNTERED AT THE SITE.

25. DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT NO DISRUPTION OF EXISTING FACILITY OPERATIONS WILL OCCUR.

26. THE NATURE OF THE SITE RELATED ACTIVITIES REQUIRES THAT ACCESS TO THE SITE MUST BE MANAGED AT ALL TIMES DURING HOURS OF OPERATION. CONTRACTOR SHALL BE REQUIRED TO PICK UP ALL OWNER SUPPLIED EQUIPMENT AS DIRECTED BY THE PROJECT MANAGER WITH NO ADDITIONAL COST TO THE JOB.

28. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.

29. CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH LESSEE REPRESENTATIVES TO DISCUSS ALL ASPECTS OF THE CONSTRUCTION SCOPE OF THESE DRAWINGS TO ENSURE HE IS FAMILIAR WITH AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.

#### SITE DEVELOPMENT AND FINISHING NOTES:

- ALL CUT AND FILL SLOPES SHALL BE 2 : 1 MAXIMUM.
- DIGGING AND EXCAVATION – HAND DIG ALL EXCAVATIONS AND TRENCHES IN AREAS SUSPECTED TO CONTAIN EXISTING GROUNDING CONDUCTORS, GROUND WOOS, POWER/TELE CABLES OR OTHER BURIED UTILITIES.
- ALL EXCAVATED SOIL CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN PROVIDED AND FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DENATURANT FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
- COLLOCATION SITE FINISHING – UNLESS OTHERWISE DIRECTED BY THE LESSEE'S PROJECT MANAGER, AREAS OF COMPOUND PROVIDED AND FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER SHALL BE FINISHED TO THE SAME STANDARD AS THE BALANCE OF THE EXISTING COMPOUND OR AT THE SOLE DISCRETION OF THE PROJECT MANAGER THE FINISH STANDARD OF THE LESSEE SHALL BE PROVIDED, REFER TO ITEM #5.
- LESSEE'S FINISH STANDARD – PROVIDE A MINIMUM 4" THICK LAYER OF CRUSHED STONE (APPROX. 1" DIAMETER W/O FINES) OVER THE SOIL. THE SOIL MUST BE DENSELY COMPACTED DENSE FILL MATERIAL. THE TOP 12" OF THE SOIL MUST BE DENSELY COMPACTED TO OVER EXISTING STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR TYPE "A" GRADE 2 MATERIAL COMPACTED TO 95% PROCTOR DENSITY. DENSELY COMPACTED SUB-GRADE THAT WAS SCARRED AND RECOMPACTED TO 95% PROCTOR DENSITY.
- REMOVING SOILS – AT NO ADDITIONAL EXPENSE TO THIS CONTRACT, ANY CONSTRUCTION RELATED DAMAGE TO ANY EXISTING SITE ELEMENTS OF FINISHING OR THE CONSTRUCTION DRAWINGS LOCATED IN THE WORK AREA, SHALL BE REPAIRED IN ACCORDANCE TO THE PROSECUTION OF THE PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE COSTS OF REPAIRS TO THE SAME ELEMENTS OF FINISHING OR THE CONSTRUCTION DRAWINGS LOCATED IN THE WORK AREA, PROVIDED INCIDENTAL TO THE PROSECUTION OF THE PROJECT.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL, OR SOILS SOIL THAT IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNTREATABLE SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH DENSELY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE FOUNDATION IF THE SOIL IS SOIL, SHALE OR SOIL AS COMPACTING CONCRETE THICKNESS.
- AFTER COMPLETION OF THE FOUNDATION OR OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAR OF UNPREDICTABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SOIL, AND SO FORTH.
- BACK FILL SHALL BE:
  - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL OR SOIL SHALE;
  - FREE FROM CLOCS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;
  - IN LAYERS AND COMPACTED.
- BUCKETS OF ALL BORROWED FIL MATERIAL SHALL BE EQUAL TO STATE SPECIFICATION FOR TYPE A, GRADE 1 OR 2, COMPACTED TO 95% PROCTOR DENSITY. THE BUCKETS OF FIL MATERIAL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTING. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPER TO 1-1/2" OF MAXIMUM DENSITY. BACK FILL SHALL NOT BE PLACED OVER 3" AFTER PLACEMENT OF CONCRETE.
- SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTING. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPER TO 1-1/2" OF MAXIMUM DENSITY. BACK FILL SHALL NOT BE PLACED OVER 3" AFTER PLACEMENT OF CONCRETE.
- THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPES AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
- CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND PROTECT EXCAVATIONS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMBEDS AND STREAM BANKS. EROSION CONTROL MEASURES IN THE CONSTRUCTION AREA THIS MAY INCLUDE SUCH MEASURES AS SALT FENCES, STRAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
- FILL PREPARATION: REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND EXCAVATED MATERIALS. EXCAVATED MATERIALS SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP, AND PLOW, STOP, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL. 20' FILL MATERIAL WILL BOND WITH EXCAVATED MATERIALS. EXCAVATED MATERIALS SHALL NOT BE PLACED OVER 3" AFTER PLACEMENT OF CONCRETE. A DENSER THAN THAT REQUIRED FOR THE FILL. BREAK OR PLOW GROUND SURFACE TO DEPTH REQUIRED, PLEVERE MOISTURE CONDITIONS. GRAVEL, STONE, AND OTHER UNPREDICTABLE MATERIALS SHALL NOT BE PLACED IN THE CONSTRUCTION AREA.
- REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPAIRED TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME MATERIAL. NEW SURFACE SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP, AND PLOW, STOP, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL. 20' FILL MATERIAL WILL BOND WITH EXCAVATED MATERIALS. EXCAVATED MATERIALS SHALL BE PLACED IN LAYERS AND COMPACTED WITH APPROVED ELECTED MATERIAL. SURFACE SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SURFACE.
- PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE MATERIALS. DAMAGE TO THE EXISTING GRAVEL SURFACING OR SUBGRADE MATERIALS SHALL BE REPAIRED TO MATCH THE ADJACENT UNHARMED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- DAMAR TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- OWNER SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S BUSINESS.
- THE AREA IMMEDIATELY AROUND NEW EQUIPMENT SHALL BE GRADED TO DRAIN WATER AND ALLOW WATER TO FLOW AWAY FROM THE EQUIPMENT. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
- REPAIR SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY GUTTERAL QUANTITY OF SOIL, FIBERS, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI OR OTHER DELETERIOUS SUBSTANCE.

THIS DRAWING HELPS THE ACCOMPLISHMENT OF THE PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO USE THIS DRAWING AS A GUIDE AND TO MAKE CHANGES AS NECESSARY. THE CONTRACTOR IS NOT RESPONSIBLE FOR CHANGES MADE TO THIS DRAWING BY THE OWNER OR OTHER CONTRACTORS. THE CONTRACTOR IS NOT RESPONSIBLE FOR CHANGES MADE TO THIS DRAWING BY THE OWNER OR OTHER CONTRACTORS. THE CONTRACTOR IS NOT RESPONSIBLE FOR CHANGES MADE TO THIS DRAWING BY THE OWNER OR OTHER CONTRACTORS.

**TOWER ENGINEERING, INC.**

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REVISION  
 A REVISION BY: EME  
 DATE ISSUED: 12/22/2016  
 A DESIGN BY: EME  
 DATE ISSUED: 3/12/2016  
 A DRAWING BY: EME  
 DATE ISSUED: 4/7/2016  
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 A APPROVED BY: EME  
 DATE ISSUED: 5/1/2016  
 A REVOCED BY: EME  
 DATE ISSUED: 5/1/2016

475683

SITE NAME: BARATARIA

SITE ADDRESS: NEAR 5601 LED KERNER PKWY  
 MARRERO, LA 70072

STAMP HERE:

STATE OF LOUISIANA  
 DAVID M. ACKERMANN  
 License No. 20701  
 Project Manager  
 Pre-Construction Manager  
 General Engineer  
 7/11/2016

DRAFTER BY: EME  
 DATE ISSUED: 5/1/2016  
 DRAWING BY: EME  
 DATE ISSUED: 5/1/2016  
 JOB NO.: 3119-120-1001-043  
 SHEET TITLE:

GENERAL NOTES

SHEET NUMBER: N-1  
 REV. # 6

**ELECTRICAL INSTALLATION NOTES:**

- ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
- CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
- WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
- ALL CIRCUITS SHALL BE SEGREGATED AND MANTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RIMS.
- END EACH OF EVERY POWER, POWER PHASE CONDUCTOR (I.E. HOT), GROUNDING, AND TI CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL CLOTH (CM, BWD, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHPD.
- ALL ELECTRICAL EQUIPMENT, CABLES, CIRCUITS, LADDER-STYLE CABLES WITH ENGRAVED LAMACOS PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, FREQUENCY, CIRCUIT, WIRE CROSSOVER, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E. PANELBOARD AND CIRCUIT ID'S).
- PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOS PLASTIC LABELS.
- ALL TI WIRING SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
- POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TERMS OF CONDUCTOR SIZE, SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V. OH, RESISTANT THAN OR EQUAL TO, CLASS 2 STRANDED COPPER CABLE, RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
- SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 500 V. OH, RESISTANT THAN OR EQUAL TO, CLASS 2 STRANDED COPPER CABLE, RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
- POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V. OH, RESISTANT THAN OR EQUAL TO, CLASS 2 STRANDED COPPER CABLE, RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET LISTED FOR USE IN EXPOSED LOCATIONS.
- ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-TYPE, ADHESION WIRE LUGS AND WRENCHES BY THOMAS AND BETTS (TB) CABLE, LUGS AND WRENCHES SHALL BE RATE FOR OPERATION AT NO LESS THAN 125°C (TYP. IF AVAILABLE).
- RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NFPA STANDARDS.
- ELECTRICAL METALLIC TUBING (EMT), RIGID METALLIC TUBING (RMT), 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.
- CLAVENIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
- RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 80) OR RIGID PVC SCHEDULE 30 SHALL BE USED FOR UNDERGROUND, DIRECT TRIBUTED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCAUSED IN REINFORCED CONCRETE IN AREAS OF HEAVY TRAFFIC.
- Liquid-tight flexible metallic conduit (liquid-tite flex) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
- CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
- CABLES, BOXES, AND WRENCHES SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NFPA STANDARDS.
- WIRING SHALL BE EPOXY-COATED (GROUT) AND INCLUDE A NARROW COAT, DESIGNATED AS EPOXY-COATED, OPEN MESH, SHALL BE PENDANT TYPE (P) (EQUAL); AND RATED HOM (I.E. BETTER) INDOORS, OR HOM JR (OR BETTER) OUTDOORS.
- EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, MEET OR EXCEED UL 50, AND RATED HOM (I.E. BETTER) INDOORS, OR HOM JR (OR BETTER) OUTDOORS.
- INTERNAL CIRCUIT SHIELDS AND EQUIPMENT COVERS SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHELL MEET OR EXCEED UL 514 AND HOM (I.E. BETTER) INDOORS, OR HOM JR (OR BETTER) OUTDOORS.
- NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED HOM 05-2, AND RATED HOM (I.E. BETTER) INDOORS, OR WEATHER PROTECTED (P) (EQUAL); AND BETTER OUTDOORS.
- THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
- THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO ENSURE SAFETY AGAINST LIFE AND PROPERTY.

**GROUNDING NOTES:**

- ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GCFI'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY 2 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 GROUNDING SYSTEMS. THE TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH SPECIFICATION 247R-00-3PS (ECD-000-0001). USE OF OTHER METHODS MUST BE PRE-APPROVED BY CONTRACTOR IN WRITING.
- THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. WHEN ADDING ELECTRICALS, CONTRACTOR SHALL MANTAIN A MINIMUM DISTANCE BETWEEN THE ADDED ELECTRODE AND EXISTING GROUNDING SYSTEMS. IDEALLY, CONTRACTOR SHALL STRIVE TO KEEP THE SEPARATION DISTANCE EQUAL TO TWICE THE BURIED LENGTH OF THE POLES.
- THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDS AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDS 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 U APPROVED GROUNDBUS TYPE CONDUIT CLAMPS.
- NEUTRAL CONDUIT SHALL NOT BE USED AS THE HED REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, STRIPED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO ITS BUSES.
- 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.
- ALUMINUM CONDUCTOR OR COPPER CLAD ALUMINUM CONDUCTOR SHALL NOT BE USED FOR GROUNDBUS CONNECTIONS.
- USE OF GROUNDS. THE PROTECTION GROUNDS CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, GROUNDS SHALL BE MAINTAINED WITH A MINIMUM BEND RADIUS OF 24 INCHES.
- EACH INTERIOR EMT CABLE/FRAMING PUNTH SHALL BE SECURED AND CONNECTED TO THE MASTER GROUND BAR WITH #8 AWG STRANDED, GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRE. EACH OUTDOOR EMT CABLE/FRAMING PUNTH SHALL BE DIRECTLY CONNECTED TO THE BURIED GROUND RING WITH #2 AWG SOFT TIN-PLATED COPPER WIRE.
- ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING, SHALL BE #2 AWG SOFT TIN-PLATED COPPER UNLESS OTHERWISE INDICATED.
- EXTENSION WELDING SHALL NOT BE USED FOR ALL GROUNDBUS CONNECTIONS BELOW GRADE. CONNECTIONS TO ABOVE GRADE EXTERIOR UNITS SHALL BE MADE WITH EXTERIOR GROUNDS. THESE PRINCIPAL 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 EXTERIOR MANUFACTURER.
- EXTRUSION WELDING SHALL NOT BE PERMITTED ON TOWERS ONLY WITH THE EXPRESS APPROVAL OF THE TOWER MANUFACTURER OR THE CONTRACTOR'S STRUCTURAL ENGINEER.
- ALL WIRE TO GROUND CONNECTIONS TO THE INTERIOR GROUND RING SHALL BE FORGED USING HIGH PRESS CRIMPS OR SPLIT BOLT CONNECTORS WHERE INDICATED IN THE DETAILS.
- ON ROOFTOP SITES WHERE EXOTHERMIC WELDS ARE A HAZARD, COPPER COMPRESSION CAP CONNECTORS MAY BE USED FOR WIRE TO GROUND CONNECTIONS. THESE CONNECTORS SHALL BE CONNECTED WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS SHALL BE USED TO CONNECT TO ALL ROOFTOP EMT EQUIPMENT AND STAINLESS STEEL.
- KE BRIDGE BONDING CONNECTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR USING TWO HOLE MECHANICAL TYPE BRASS CONNECTORS AND STAINLESS STEEL HARDWARE.
- APPROVED ANTIMICROBIAL COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
- 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.
- BONDING METAL MASTERS, METAL UTILITY OBJECTS WITHIN 6 FT OF THE GROUNDED GROUND RING WITH # 2 AWG SOFT TIN-PLATED COPPER GROUND CONDUCTORS.
- GROUNDS CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METAL OBJECTS THAT A CIRCUIT AROUND THE CONDUCTOR, SUCH AS METAL CONCRETE, METAL SUPPORT CUPS OR SLEEVES THROUGH WHICH METAL CONDUIT IS ROUTED. THESE OBJECTS SHALL NOT BE USED AS GROUNDS CONDUCTOR TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS. HIGH-NON-METALLIC MATERIAL SUCH AS PVC CONDUIT, METAL SLEEVES, OR METAL CLOTHESLINE CLOTHESLINE CONDUIT IS UNACCEPTABLE.
- NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE (I.E. RIGID CONDUIT) SHALL BE BONDED TO EACH END OF THE METAL CONDUIT WITH LISTED BONDING FITTINGS.

**REVISION**

REV. NO.	DESCRIPTION	REV. DATE
1	Initial Release	04/20/2020
2	REVISED	04/20/2020
3	REVISED	04/20/2020
4	REVISED	04/20/2020
5	REVISED	04/20/2020
6	REVISED	04/20/2020
7	REVISED	04/20/2020

**SITE NUMBER:** 556 JEFFERSON ST  
TOWER ENGINEERING, INC.  
LA 70002  
1200 12th Street, Suite 1000  
Lafayette, LA 70501  
(337) 866-7170 TEL  
(337) 866-7171 FAX

**475683**

**SITE NAME:** BARATARIA

**SITE ADDRESS:** NEAR 556 LEO KERNER PKWY  
MABERD, LA 70077

**STAMP HERE:**

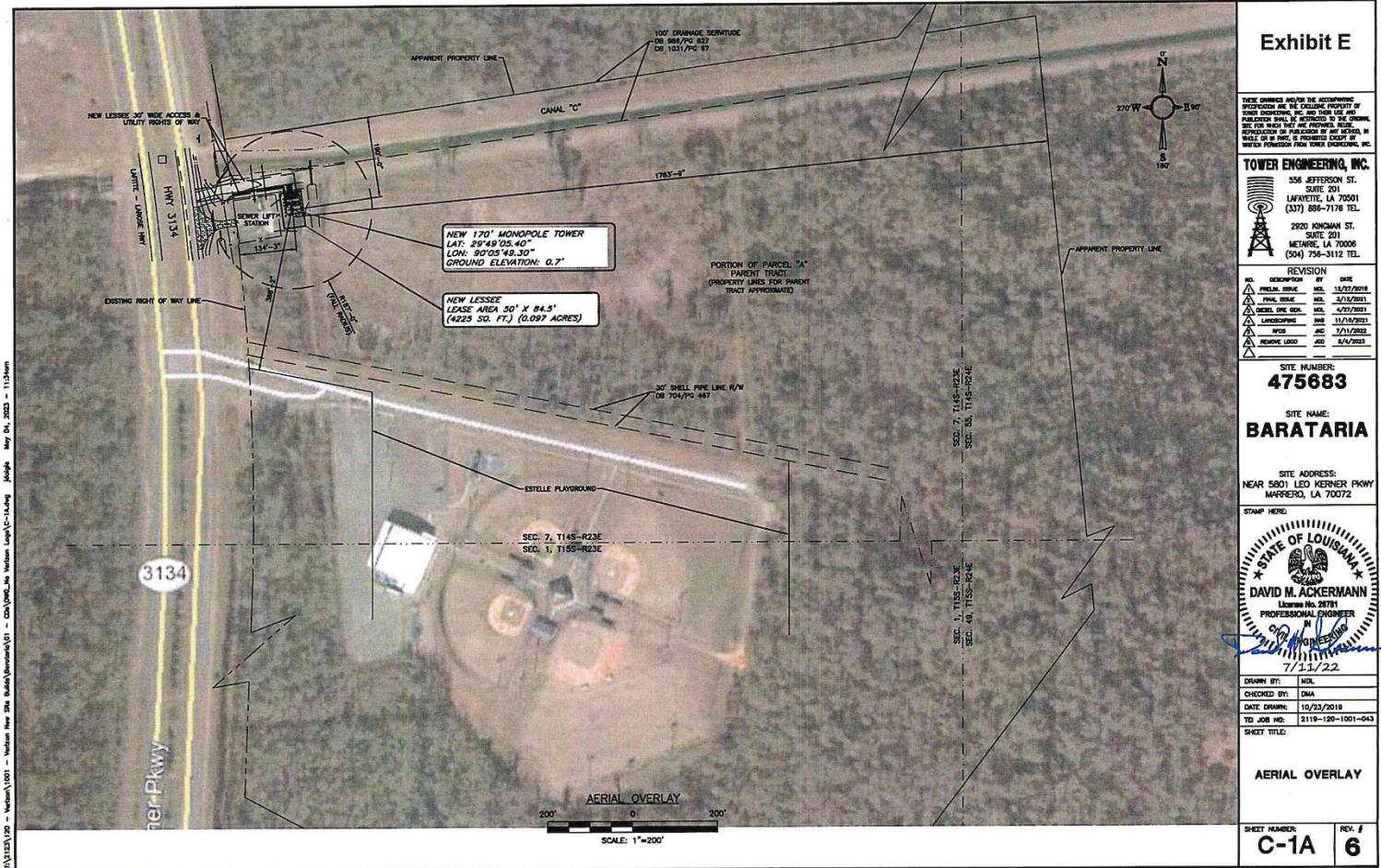
**STATE OF LOUISIANA**  
**DAVID M. ACKERMAN**  
**PROFESSIONAL ENGINEER**

**7/12/22**

**DRAWN BY:** HCL  
**CHECKED BY:** DHA  
**DATE DRAWN:** 07/12/2022  
**DATE CHECKED:** 07/12/2022  
**TEK JOB NO.:** 2119-120-0000  
**FILE NUMBER:** 2119-120-0000

**GENERAL ELECTRICAL AND GROUNDING NOTES**

**SHEET NUMBER:** N-2  
**REV. NO.:** 6



## **STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 136353 or No. 141125, 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 **Specifications**. Except as where otherwise precluded by law, the Parish Attorney or her designee, with the concurrence of the Director of Risk Management or her designee, may agree on a case-by- case 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.

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**Within ten (10) calendar days of bid opening, the apparent low bidder will be required to provide final insurance certificates that fully comply with these requirements and any additional requirements set forth in the specifications to the Parish. Failure to provide final insurance certificates within the ten (10) calendar days of bid opening shall result in the Parish rejecting your bid and moving on to the next lowest bidder.** The Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council shall be named as additional insured on the Commercial General Liability, and the Comprehensive Automobile Liability policies to protect against negligence by the contractor as provided by contract.

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### **JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

#### **WORKER'S COMPENSATION INSURANCE**

As required by Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it shall be \$1,000,000 per occurrence when Work is to be overwater and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act.

Waiver of Subrogation endorsement in favor of **the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council.**

**Note: If your company is not required by law to carry worker's compensation insurance, i.e. sole employee of the company, then bidders must request a**

**worker's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized within ten (10) calendar days of the bid opening. A scanned copy may be submitted initially; 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.**

**COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limits: \$1,000,000 per occurrence; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate.

Waiver of Transfer of Rights of Recovery Against Others endorsement in favor of the Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

**BUSINESS AUTOMOBILE LIABILITY**

Minimal acceptable limit for bodily injury and property damage liability: \$1,000,000 Combined Single Limit.

Liability coverage to be provided for Any Auto OR for ALL Owned Autos and Hired and Non-owned Autos. **If contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required.**

Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of the Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

**Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted within ten (10) calendar days of the bid opening. A scanned copy of the completed, signed and properly notarized affidavit may be submitted initially; 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. If you are purporting to use an umbrella policy or excess to meet minimum requirements, then you must provide the Umbrella Schedule of Underlying Policies with the Certificate of Insurance evidencing which policies the Umbrella sits over.

**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.

## **Generic Bid Affidavit Instructions**

This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

**The Affidavit MUST comply with the following requirements to be accepted.**

- Must be signed by an authorized representative of the entity.
- Must be notarized by a notary with proper jurisdiction who must sign and print name, and include bar/notary number.
- Location where the notarization is taking place should be filled in at the top of the affidavit – not the location of the contract services.
- MUST select either Choice A or B when required.
- If choice A is selected, it must include an attachment.

**Affidavits with the following WILL NOT be accepted.**

- If both choice A and B are selected, the affidavit will not be accepted.
- An affidavit marked N/A will not be accepted.
- An affidavit missing attachment(s) when required will not be accepted.
- An affidavit that is notarized by a notary who does not have jurisdiction in the place where notarized or is not active will not be accepted.
- Affidavits that are older than six (6) months will not be accepted.

*Instruction sheet may be omitted when submitting the affidavit.*

**Generic Bid**

**AFFIDAVIT**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared:

\_\_\_\_\_ (Affiant) who after being duly sworn by me, deposed and said that he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_ (Entity), who submitted a bid to the Parish of Jefferson.

Affiant further said:

**Campaign Contribution Disclosures**

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

**Choice B** \_\_\_\_\_ There are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

**Debt Disclosures**

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish of Jefferson to the Affiant.

**Choice B** \_\_\_\_\_ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) False accounting (R.S. 14:70)
- (d) Issuing worthless checks (R.S. 14:71)
- (e) Bank fraud (R.S. 14:71.1)
- (f) Forgery (R.S. 14:72)
- (g) Contractors; misapplication of payments prohibited (R.S. 14:202)
- (h) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract canceled, the awarded entity

making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2) above.

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Signature of Affiant

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Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME,  
NOTARY PUBLIC ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_.

---

Notary Public

---

Printed Name of Notary

---

Notary/Bar Roll Number

My commission expires \_\_\_\_\_.

## **Evidence of Authority Instructions**

**Only an authorized Agent shall sign this proposal. Each Proposer is required to provide satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity, which shall be attached to the proposal.**

**The following page is a sample Corporate Resolution. This sample is supplied as a courtesy to Proposers, but it is the responsibility of the Proposer to ensure the evidence of authority they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws. Additionally, a sample Sole Proprietorship Certification may be found at <https://www.jeffparish.gov/466/Document-Library>.**

*Instruction sheet may be omitted when submitting.*

## **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.

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**Secretary-Treasurer**

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**Date**