

RESOLUTION NO. 45 OF 2024

BY THE CADDO PARISH COMMISSION:

A RESOLUTION TO AUTHORIZE THE CADDO PARISH ADMINISTRATOR TO DIRECT AND AUTHORIZE THE LOUISIANA STATE MINERAL AND ENERGY BOARD AND THE OFFICE OF MINERAL RESOURCES TO ACCEPT NOMINATIONS, ADVERTISE FOR, ACCEPT AND AWARD BIDS, AND EXECUTE ALL OIL, GAS AND MINERAL LEASES ON CERTAIN MINERAL INTERESTS OWNED BY THE PARISH OF CADDO, AND OTHERWISE PROVIDING WITH RESPECT THERETO

WHEREAS, the Parish of Caddo may own certain mineral rights underlying the following described property, to-wit:

Those certain adjudicated properties located in Section 4, Township 16 North, Range 14 West, described as from SW/Cor. Of Winrock Glen Subn, and the E'ly R/W of US Hwy. 171 (Mansfield Rd.) run South 39 Deg. 02 Min. 20 Sec. West 554.88 ft., thence South 60 Deg. 02 Min. 51 Sec. East 213.44 to POB, thence North 29 Deg. 57 Min. 09 Sec. East 15 ft., thence North 86 Deg. 56 Min. 37 Sec. East 52.55 ft., thence South 39 Deg. 10 Min. 28 Sec. West 47.48 ft., thence North 60 Deg. 02 Min. 51 Sec. West 35.66 ft., to POB, Geo.#161404-000-0055; the Southerly portion of Lot 20, Simmons Place Subd. Unit 3, measuring 12.5 ft. on West line and 9 ft. on East line, Geo. #161404-001-0052; a .279 acre tract located in the SE/4 of Sec. 4-T16N-R14W, Geo. #161404-008-0113; the West 60 ft. of that part of NE/4 of Sec. 4-T16N-R14W lying North of Mackey Lane, Geo. #161404-008-0128; said adjudicated property total acreage in Section 4, T16N, R14W being a total of .951 Gross acres and .564 Net acres, more or less, all in Caddo Parish, Louisiana.

Those certain adjudicated properties located in Section 9, Township 16 North, Range 14 West, described as beginning at the Northerly common corners of Lots 22 & 23, Chasewood Subd. Being on the Southerly R/W line of Baird Road, thence run along said R/W 19 ft., thence South 29 Deg. 59 Min.24 Sec. East 93.94 ft., thence South 18 Deg. 09 Min. 43 Sec. East to the West line of said Lot 23, thence along said West Lot line run North 35 Deg. 11 Min. East to the POB, Geo. #161409-040-0151; beginning at the Northerly common corners of Lots 22 & 23, Chasewood Subd. Also being on the Southerly R/W line of Baird Road, thence run along said R/W 19 ft., to the POB, thence continue along said R/W along a chord bearing North 76 Deg. 37 Min. 25 Sec. East 19.38 ft., having a radius of 993.39 ft. an arc length of 19.38 ft., thence South 18 Deg. 09 Min. 43 Sec. East 90.62 ft., thence North 29 Deg. 59 Min. 24 Sec. West 93.94 ft. to the POB in Lot 23 Chasewood Subd., Geo. #161419-040-0150, tract beginning at the Northwest corner of Lot 6, run South 11.1 ft., thence South 89 Deg. 49 Min. East 405.45 ft., thence 30 Deg. 36 Min. West 10.24 ft., thence North 89 Deg. 22 Min. West 402.94 ft., to the POB, begin a portion of Lots 6, 7 & 9 of partition of W. R. Colquitt Lands, Geo. #161409-018-0014; tract beginning at Northwest corner of Lot 4, Southern Hills Shopping Center, Unit A, run thence North 30 Deg. 57 Min. 09 Sec. West 141.3 ft., thence South 89 Deg. 223 Min. 00 Sec. East 127.79 ft., thence South 29 Deg. 01 Min. 32 Sec. East 140.85 ft., thence South 61 Deg. 08 Min. West 34.65 ft., thence North 28 Deg. 46 Min. 10 Sec. West 35.05 ft., thence South 55 Deg. 53 Min. 47 Sec. West 80.03 ft., thence North 16 Deg. 13 Min. 38 Sec. West 35.69 ft. to the POB, Geo. #161409-021-0017; tract beginning at Northeast corner of Lot 241, run thence South 8 Deg. 40 Min. 36 Sec. East 92.44 ft., thence South 23 Deg. 24 Min. East 83.02 ft., thence South 24 Deg. 57 Min. 41 Sec. East 93.76 ft., thence South 18 Deg. 52 Min. 33 Sec. East 96.32 ft., thence South 14 Deg. 7 Min. 15 Sec. East 42.6 ft., thence South 36 Deg. 5 Min. 40 Sec. West 18.56 ft., thence South 86 Deg. 19 Min. 30 Sec. West 61.64 ft., thence North 15 Deg. 29 Min. 28 Sec. West 306.91 ft., thence North 8 Deg. 49 Min. 27 Sec. East 110 ft., to the South R/W line of Baird Road, thence Easterly along same 10 ft. to the POB, Southport Country Subd., Unit No. 13, Geo. #161409-042-0242; tract beginning at North common corner of Lots 236 and 241, run thence South 28 Deg. 42 Min. 38 Sec. West 117.06 ft., thence South 01 Deg. 19 Min. 45 Sec. East 64.88 ft., thence South 13 Deg. 65 Min. 42 Sec. East 170.25 ft., thence South 45 Deg. 34 Min. 43 Sec. East 55 ft., thence South 76 Deg. 4 Min. 35 Sec. East 64.83 ft., thence North 15 Deg. 29 Min. 28 Sec. West 306.91 ft., thence North 8 Deg. 49 Min. 27 Sec. East 110 ft., to the South R/W line of Baird Road, thence Westerly along same 30 ft. to the POB, Southport Country Subd., Unit No. 13, Geo. #161409-042-0243; said adjudicated property total acreage in Section 9, T16N, R14W being 1.677 Gross and Net acres, more or less; and the following tract with Caddo Parish owing a 50% interest being described from the intersection of the South R/W line of Baird Road with the Westerly R/W line of Southern Pacific Railroad, run South 26 Deg. 40 Min. 30 Sec. West along Railroad 185 ft., thence North 63 Deg. 19 Min. 30 Sec. West 20 ft. to the POB, continue North 63 Deg. 19 Min. 30 Sec. West 180 ft., thence North 26 Deg. 40 Min. 30 Sec. East 172.23 ft., to the South Line of Baird Road, thence Easterly along same 180.58 ft., thence South 26 Deg. 40 Min. 30 Sec. West 184.98 ft. to the POB, being in the SE/4 of Section 9, Geo. #161409-000-0079, said Parish owned tract containing .752 acres Gross and .376 Net acres, with the total of Section 9, T16N, R14W being 2.429 Gross and 2.053 Net acres, more or less, all in Caddo Parish, Louisiana.

WHEREAS, the Parish of Caddo has received a written request from Cypress Energy Partners, LLC, that the Parish seek public bids for an oil, gas and mineral lease covering said property; and

WHEREAS, the Parish of Caddo does not have the knowledge or resources available to determine if it owns the mineral rights and the Parish of Caddo will rely on the expertise and experience of the lessee in determining ownership; and

WHEREAS, it is expressly agreed that any lease granted by the Parish of Caddo and accepted by lessee is without any warranty of title and without any recourse against the Parish of Caddo whatsoever, either express or implied, and it is expressly agreed that the Parish of Caddo shall not be required to return any payments received or be otherwise responsible to lessee therefore; and

WHEREAS, the Louisiana State Mineral and Energy Board and the Office of Mineral Resources, is available upon the request of Caddo Parish to lease the aforesaid property for oil, gas and other minerals if requested to do so by Caddo Parish.

NOW, THEREFORE, BE IT RESOLVED by the Caddo Parish Commission in due, regular and legal session convened, that it does hereby direct and authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources, to accept nominations, advertise for, accept and award bids, and execute all oil, gas and mineral leases on the aforesaid properties of certain mineral interests owned by the Parish of Caddo.

BE IT FURTHER RESOLVED that any such lease contain a no surface operations provision as follows: Lessee, its successors or assigns, may produce oil, gas and other minerals from the leased premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, its successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

BE IT FURTHER RESOLVED that any such lease contain a horizontal pugh provision as follows: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a drilling unit which includes a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect

BE IT FURTHER RESOLVED that any such lease contain a vertical pugh provision as follows: Upon the expiration of the primary term hereof or any extension thereof by operations, this lease shall automatically terminate and be of no further force or effect except as to all that part of the leased premises then included within the geographical boundaries of a producing unit duly established by governmental agency or authority having jurisdiction, from the surface of the earth to a depth of 100 feet below the deepest depth from which any well commenced during the primary term hereof on the leased premises or on lands pooled therewith is completed and from which there is production in paying quantities, such depth determination to be made on a unit by unit basis. In the absence of units so established, this lease shall terminate except as to 40 acres around each producing oil well and 160 acres around each producing or shut-in gas well located on the leased premises, in as near the form of a square as is practicable, from the surface of the earth down to a depth of 100 feet below the deepest depth from which said well or wells are completed and from which there is production in paying quantities, such depth determination to be made on a well by well basis.

BE IT FURTHER RESOLVED that any such lease contain a minimum royalty provision as follows: Royalty of not less than 1/4th or 25%.

BE IT FURTHER RESOLVED that any such lease contain a minimum bonus provision as follows: Bonus of not less than \$3,000.00 per acre.

BE IT FURTHER RESOLVED that any such lease contain a hard or solid mineral exclusion provision as follows: This lease shall exclude free sulphur, potash, lignite, salt and any other hard or solid mineral. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such hard or solid mineral deposits.

BE IT FURTHER RESOLVED that any such lease contain a maximum term provision as follows: Primary term of lease shall not exceed three (3) years.

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

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

Approved as to legal form:

Office Of The Parish Attorney

Date