

TRACT 35587 - Lafourche Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Nicholls State University on August 13, 2003, being more fully described as follows: A certain tract of land, inclusive of all roads, rights of way, servitudes and advantages thereunto belonging, including batture and alluvion, and fronting on the right descending bank of Bayou Lafourche, situated in Sections 31,32,33, and 34, Township 15 South, Range 16 East, Lafourche Parish, Louisiana, bounded on the North by Bayou Lafourche and Acadia Subdivision; West by Acadia Subdivision and land now or formerly owned by Mrs. Ed F. McCulla, et al; South by lands now or formerly Acadia Plantation owned by Richard C. Plater, et al, East by lands now or formerly Acadia Plantation owned by Richard C. Platter, et al, said tract comprising 166.59 acres and being the same property acquired by State of Louisiana from Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as per act of record in conveyance records of Lafourche Parish, Louisiana at Book 214, Page 204; **LESS AND EXCEPT:** 49 + acres contained within the geographical confines of State Agency Lease No. 14050, containing approximately **117.59 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All distances, bearing and coordinates, if applicable, are based on the Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: WHEREAS, Section 153 of Title 30 of the Louisiana Revised Statutes of 1950, as amended, provides that this agency may direct the State Mineral Board to lease its land for the development and production of minerals; and

NOTE: WHEREAS, it is the desire of this agency to avail itself to the provisions of the Section 153 of Title 30, as aforesaid, and to refer and direct this matter to the State Mineral Board for its consideration and handling, as provided by law, and

NOTE: WHEREAS, this agency wishes that no drilling of any type occur on University property, and

NOTE: WHEREAS, Nicholls State University desires as one of its obligations of this lease that in exercising the rights under the lease, lessee will comply with and be subject to all applicable environmental laws and other regulations validly adopted by the State of Louisiana or its agencies or by the United States and its agencies the lessee further agrees that it will comply with quality standards validly adopted by said authorities with respect to: oil, pollution, and noxious chemicals and waste being introduced into affected areas. Further, in conducting all operations under this lease, lessee shall comply with the applicable requirements of the appropriate Louisiana State agencies charged with the environmental

management of said areas. Finally, it is understood and agreed that on cessation of producing or completion of operations under this lease, the lessee shall to the extent reasonably possible of accomplishment, return the property or restore to a condition as nearly equivalent to that which existed before said operations were conducted and/or structures were constructed. Lessee further agrees that in exercising rights granted it under and in discharging obligations undertaken, involving issuance of advanced certifications, permits or approvals, it will allow sufficient lead time in the planning of its activities to permit the affected regulatory agencies to make appropriate review of proposed operations.

NOTE: WHEREAS, Nicholls State University desires the lessee to indemnify, hold harmless and defend the University against any and all claims, demands, or suits, involving bodily injury, death, property damage, or loss of any kind by lessee or lessee's employees, agents, subcontractors and their employees or agents and by any third parties which arise out of or result from or which in any way connected with lessee's operations, whether resulting from the sole or concurrent negligence of lessor, lessee, or other parties operating hereunder.

NOTE: WHEREAS, Nicholls State University desires the lessee to be obligated to plug and abandon all well on the premises no longer necessary for operations or production on this lease and to remove from the premises all structures and facilities serving said wells, all at lessee's sole risk, cost, and expense and subject to compliance with laws, rules, and regulations. Lessee shall furnish bond as may be required at any time or times by lessor or such other security in lieu thereof as may be acceptable to lessor, conditioned upon faithful performance of such obligations. In connection therewith, the right of lessee to draw and remove casing from wells is recognized, provided such right is exercised by lessee not later than one year later than termination of the lease or portion thereof on which the well is located. If such right of salvage is not timely exercised, then the same shall be forfeited and said casing shall become the property of the lessor. In addition to restoration of the leased premises, as contemplated and required, lessee shall be responsible for all damages to the leased premises and in addition thereto, and without limitation, for all damages to any timber, crops, roads, buildings, fences, and other improvement thereon.

NOTE: WHEREAS, Nicholls State University desires to include all reasonable rights of way and means of ingress and egress to facilitate production and subsequent connection with necessary transmission/transportation lines subject to approval by the University of all plans and proposed routes.

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the

implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral Board, nor shall the Louisiana State Mineral Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: The State of Louisiana does hereby reserve, and this lease shall be subject to, the imprescriptible right of surface use in the nature of a servitude in favor of the Department of Natural Resources, including its Offices and Commissions, for the sole purpose of implementing, constructing, servicing and maintaining approved coastal zone management and/or restoration projects. Utilization of any and all rights derived under this lease by the mineral lessee, its agents, successors or assigns, shall not interfere with nor hinder the reasonable surface use by the Department of Natural Resources, its Offices or Commissions, as herein above reserved.

Applicant: Ken Savage & Associates, Inc. to Agency and by Resolution from the Nicholls State University authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/ Acre	Rental	Oil	Gas	Other

