Hencken Ranch Estates HOA Minutes#

Date: 1/14/2019#

Attendees: Mcghies, Weeks, Hencken, Woodsons, Cains, Parnell and Bookwalter#

Called to order @ 6:12 pm#

#

Discussed:#

1. Update on Phase 2 construction and New lots sold and New construction.

Phase II is has a completion date of March 2019. Bernadine "Bernie" Anderson has listed Phase II tracts for sale. (See attachment).

2. 2018 Budget Review and proposal for 2019 Budget.

See attachment for showing the 2018 and 2019 Budget. Mr. Parnell (treasurer) went over the budget.

3. Review and vote on additions to HOA bylaws previously discussed.

All voted "YES" for the changes in the HOA bylaws being: 4.06 Combining Lots, 4:13 Utilities and 4.14 Construction Requirements. Please see attachment that shows what the updated HOA bylaws will be that were voted on and approved. (see attachment)

4. *Gas Well noise issue update*

Mr. Weeks updated us on the communication with him and the current owner/operator (Fleur de Lis Energy, LLC) of Well. Mr. Weeks and Mr. Woodson have both been doing their own research and documenting of the noise at different time of the day as well as when the wind is blowing different directions. Mr. Weeks is going to write a letter to the Oil Company stating that they should be the ones paying for the sound pad and not the residents or HOA. He will draft this and send it out for everyone to review and to put in any suggestions before sending the letter to the Operator. So please look for an email from Mr. Weeks sometime soon to review and put in any suggestion. I will also include the attachment sent from the operator showing the cost of the sound wall proposal that were sent that they are wanting the residents/HOA to pay for. We will also be requesting that they put a will wash in to help with the cut down of the mud and dirt that is spread onto the road from the trucks.

5. Community Improvement discussion.

Some of the improvements suggested were: a Park/Pavilion, a gate (which then makes the community private property and the HOA/residents would be liable for the up keep of the roads, another Hencken Ranch Estate sign. The improvements have not been voted on we will do that further down the road when we have more residents to vote on them. Mr. Hencken will also have Mr. Jordan the one doing the road construction add some blacktop at the mailbox so there is no more slipping and sliding or getting stuck in the mud.

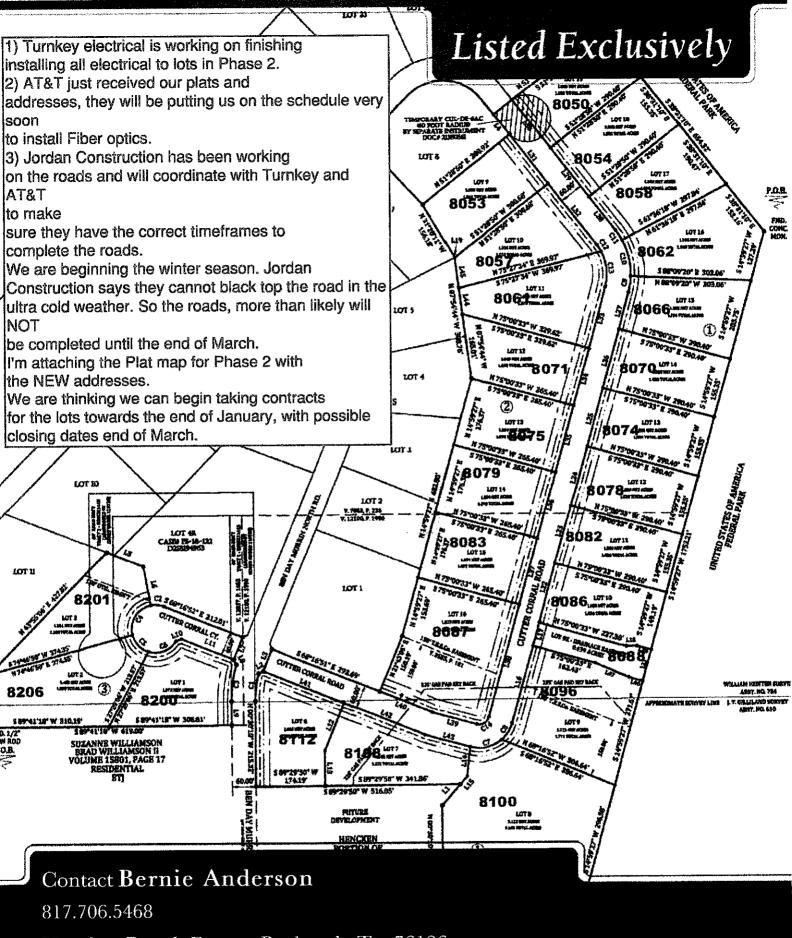
6. Nominations for HOA Board members for 2019

Nomination for the 2019 HOA Board members was brought up so that everyone could be thinking on if they would like to take over a position. The positions are from April 1, 2019- March 31, 2020. If interest we hope you will come to the next HOA meeting which will hopefully be in March. The positions are: President, Vice President, Secretary and Treasurer along with the Architectural Review Committee.

- 7. The HOA does have a Facebook Page (Hencken Ranch HOA) please check out and if you are interested being over the Page please let David Blacklock know. It is pretty much just taking pictures and uploading new information and posting need to know information.
- 8. The Cain Family are starting construction on their house, congratulations! We want to welcome again the Brookwalter Family.

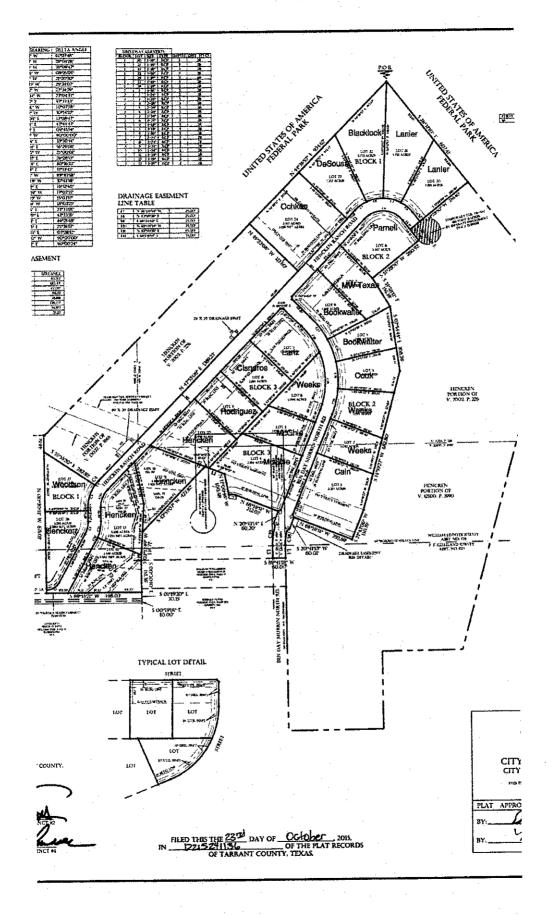
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If you have any concerns and can't make the HOA meeting please feel free to send an email to Mr. Blacklock the HOA President.#



Hencken Ranch Estates, Benbrook, Tx, 76126

\$66,000-\$89,900



Hencken Ranch HOA budget

2019 Estimated Costs		3000		250	250	!	21.35				4000			2000		78.65	-		!	0096													
74		(13									•									.						•							
2018 Actual Expenditures		1000		0	0		21.35				4000			2000		78.65			1	7100				7100	0096			2500					
Estimated cost Comments		mowing at common space, and 3000 weeding at mon. sign		250 estimate	250 estimate		21.35 one time service		based on \$30,000 road re surface	needed in 10 years, and 2 repairs	4000 per years at \$500 ea.			2000		78.65				0096				0096	0096		0	Α					
2018 Estimated Expenditures		Common Property maintenance		HOA liability insurance	Tax return services		Check cost from bank			Reserve for road repair and	eventual replacement		Reserve for Community	Improvements		Other reserves				sub total				Total Expenses	Total Dues collected								
Lot	Block 1	Lot 20	Lot 21	Lot 22	Lot 24	Lot 27	Lot 28	Block 2			Lot 1	Lot 2	-	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8		Block 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8		Lot 9	Lot 10	Lot 11	Lot 12	100 13	•

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HENCKEN RANCH ESTATES Proposed Addendum 1- 1/14/2019

- 4.06 Combining Lots. Any person owning one or more adjoining Lots may, with Committee approval, consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Property. To the extent of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining portions of Lots into a single building site is prohibited.
 - An owner that chooses to combine lots must do so formally with a official replat of the property submitted to HOA. Once this is done they will be deemed a single lot for the purposes of this Declaration. However should an owner choose to uncombined those lots for purpose of sale or other in the future, they will be required to again submit an official replat to the HOA. They will also be back charged any annual or other HOA fees for the 2nd lot that were unpaid during the time when the lots were combined.
- 4.13 <u>Utilities.</u> Each residence situated on a Lot shall have its own well. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Committee.
 - A gas tank must be located in the rear or side of house, or in a location approved by the architectural review committee. If on the side of a house a small wood fence or other method of screening the tank from street view will be required.

4.14 Construction Requirements

- Landscaping- All lots are required to have landscaping beds, at minimum, across the front of the house. Sizes are subject to Architectural review committee. Sod or other ground cover is required in the front yard and on the sides of the house. An owner should have the minimum landscape requirements completed within 12 months of construction being finished.
- Plants/Landscape art are not subject to Architectural review unless they are deemed to be exotic, unnatural for this area, or inconsistent with other lots in the community.

Nominations for HOA Board members and Architectural Review committee for 2019:

Term is from April 1st through March 31st of 2019.

Position Current Member

HOA Board

President

David Blacklock

Vice President

Dan Woodson

Secretary

Brandi McGhie

Treasurer

Neville Parnell

Architectural Review Committee

Seat 1 John Hencken

Seat 2 Barbara Hencken

Seat 3 David Blacklock



Page 1 of 11
Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
Permanent Proposal
and Noise Impact
Model
12/18/2018

December 18, 2018

Fleur de Lis Energy, L.L.C. 909 Lake Carolyn Parkway, Suite 500 Irving, Texas 75039

Attention: Terry Thomas

Subject: Permanent Sound Wall Proposal and Noise Impact Model

Location: Hencken Unit A Pad Site

Mr. Thomas,

Below is the cost proposal to construct a Permanent Acoustical Sound Wall at your Hencken Pad Site located in Tarrant County, Texas. Option 1: Dimensions of the wall will be approximately 16 ft. tall by 60 linear feet. The foundation will consist of (5) 24" x 10' deep concrete piers. The barrier will be constructed with (5) 12W26# I-Beams spaced approximately 15' apart when possible. Option 2: Dimensions of the wall will be approximately 16 ft. tall by 180 linear feet. The foundation will consist of (13) 24" x 10' deep concrete piers. The barrier will be constructed with (13) 12W26# I-Beams spaced approximately 15' apart when possible. The interior of the wall will consist of 1 Pound Mass Loaded Vinyl (MLV) as well as 4 inches of acoustical insulation which has a Class A fire rating and also carries an NRC-1 rating, (noise reduction coefficient) for *maximum noise absorption*. The insulation will be covered with perforated metal to allow for noise absorption and the exterior of the sound wall will consist of prepainted r-panel (color to be determined). Wall options & dimensions can be seen in figure 1 of this proposal. An example of our walls can be seen in figure 2. To add, we have included a short noise impact modelling report that shows modeling scenarios and the results of our Permanent Sound Wall mitigation option.

Pricing

Option 1:

- 16' Tall x 60 LF, X 4" Thick
- Forklift
- Boom Lift
- Installation
- Transportation/Delivery

Estimated Total: \$35,599.00

(Sales Tax Not Included)

(Continued on Next Page)



Page 2 of 11
Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
Permanent Proposal
and Noise Impact
Model
12/18/2018

Option 2:

- 16' Tall x 180 LF, X 4" Thick
- Forklift
- Boom Lift
- Installation
- Transportation/Delivery

Estimated	Total:	\$60	,859.	59

(Sales Tax Not Included

EXCLUSIONS:

- Hydro excavation
- Pier Spoils removal

Please contact me with any questions or comments you may have.

Sincerely,

Matt Rios Project Engineer Absolute Noise Control, LLC.

Phone: (817) 594-4446 or Cell: (210) 630-9074

(Continued on Next Page)

Texas Office
3208 FM 920
Weatherford, Texas 76088
Office: (817) 594-4446 Fax (817) 594-4472

Colorado Regional Office
2700 E. Bridge Street - Suite C
Brighton, Colorado 80603
Office: (720) 517-2552

Pennsylvania Regional Office 800 Imperial Industrial Park Drive Oakdale, Pennsylvania 15071



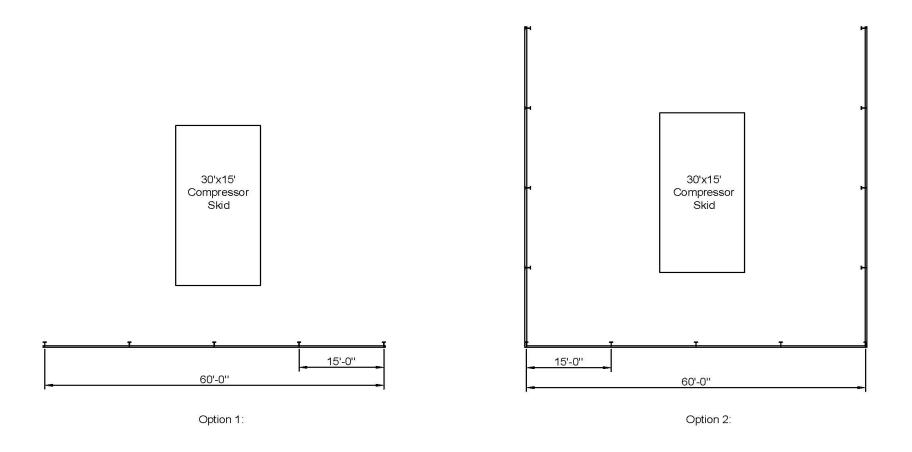


Figure 1. Layout of the Permanent Sound Wall Options – 16' Tall, 60 LF and 180 LF





Figure 2. Permanent Sound Wall Example



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Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
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12/18/2018

Sound Modeling Methodology

Three-dimensional noise impact models were constructed in order to project the noise impact of the operations at the site and adjacent surroundings. The noise models were constructed using Brűel and Kjær Predictor Version 11.21 software which meets ISO 9613.1/2 compliance requirements. The noise modeling software projects noise levels based on the locations, noise levels and frequency spectra of the noise sources, geometry, and reflective properties of the local terrain, buildings, and barriers. The noise impact models are based on data collected from past similarly sized compressors, under normal operating conditions.

Noise Impact Modeling Results

Figure 4 displays the unmitigated noise impact sound levels during normal compressor operations. Figure 5 displays the mitigated noise impact sound levels during normal compressor operations with a 60 LF permanent sound wall. Figure 6 displays the mitigated noise impact sound levels during normal compressor operations with a 180 LF permanent sound wall. The tabulated results per location of the models are included below:

Modelled Sound Levels at each Receiver (dBA)

dBA	Unmitigated	Mitigated with 16' x 180 LF Permanent Sound Wall	Mitigated with 16' x 60 LF Permanent Sound Wall
Location 1	62.3	52.1	54.2
Location 2	57.9	45.2	57.8
Location 3	55.4	44.5	55.4
Location 4	55.8	42.0	55.6
Location 5	52.5	41.8	52.5

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Figure 3. Noise Impact Model - Compressor Pad Site and Receiver Locations

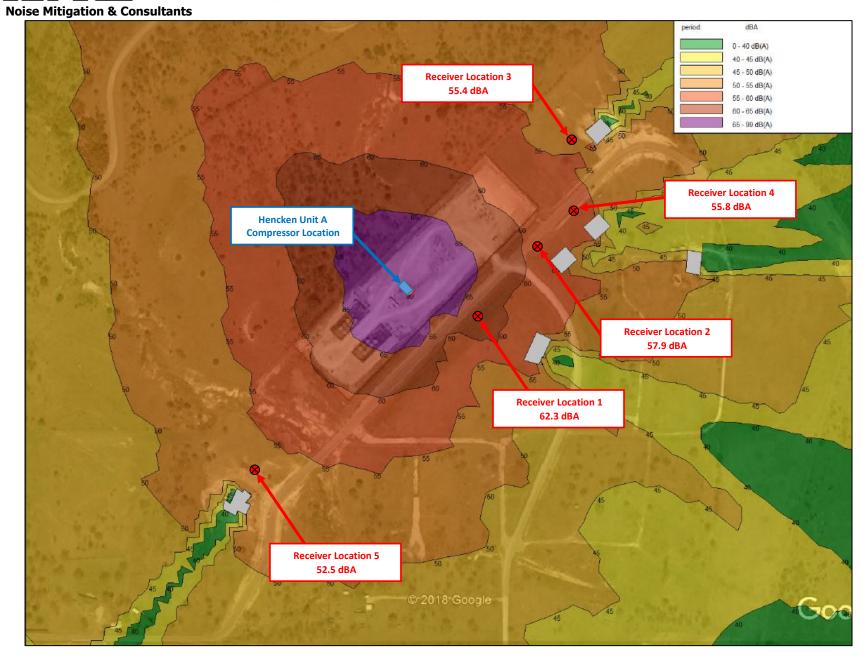


Figure 4. Noise Impact Model - Unmitigated Compressor Pad Site

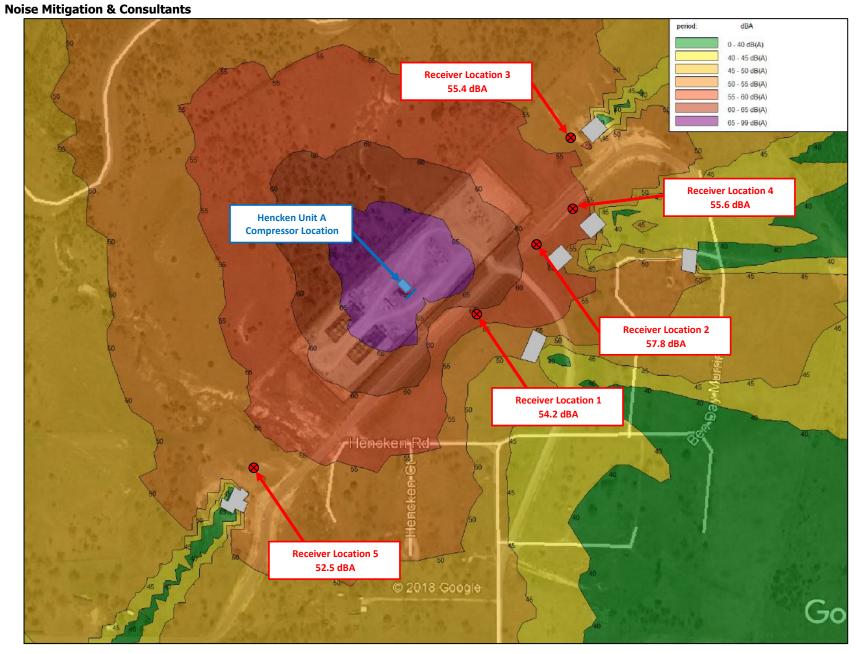


Figure 5. Noise Impact Model – Mitigated 16' x 60 LF Permanent Sound Wall

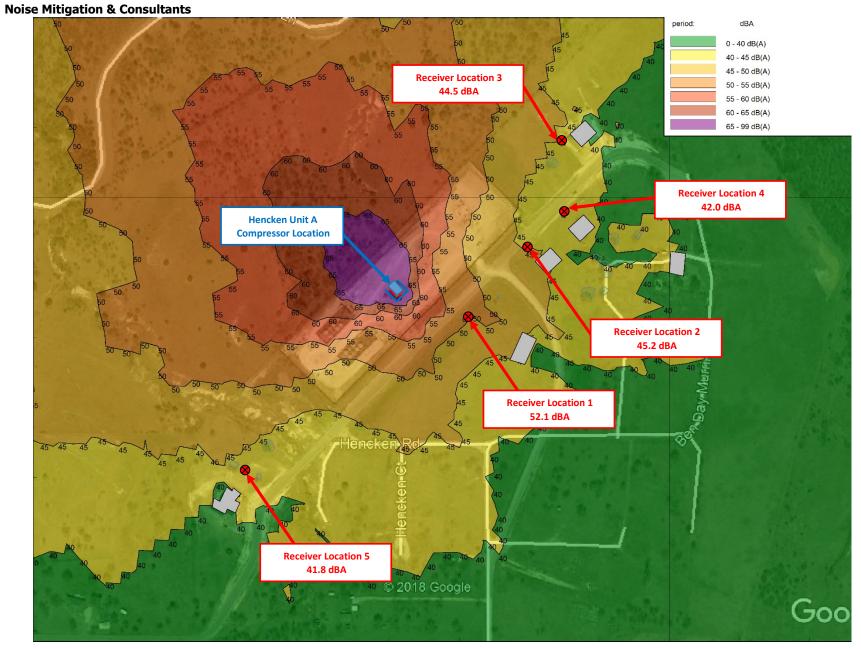


Figure 6. Noise Impact Model – Mitigated 16' x 180 LF Permanent Sound Wall



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Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
Permanent Proposal
and Noise Impact
Model
12/18/2018

TERMS AND CONDITIONS

The Lessor hereby rents to the Client sound control systems, including: but not limited to, sound walls, blankets, enclosures, equipment, sound measurement and monitoring instrumentation systems, and accessories described in the proposal, which are subject to the provisions of this agreement. The word "Client" means the person signing this agreement and any other person or organization to which charges are billed: his employer, partner, or representative all of whom shall be jointly and severally liable hereunder. The above referenced equipment is the property of Lessor and, except as otherwise provided herein, shall be returned or released by the Client in the same condition as received, ordinary wear and tear accepted, on the day specified or sooner on Lessors' demand.

The equipment shall be used solely in clients' business and be kept only at its place of business or job site, and shall not be moved without prior written consent of Lessor.

Quoted prices are based on the location being ready on the specified day; that the client has on-site security to protect equipment and material and the clients' site management has been briefed on the noise mitigation installation process. Rent is based on a minimum of 30 days. This quote presumes the installer will be able to auger pier holes in penetrable soil, with no underground or overhead obstructions. Pier holes within five foot of a marked utility line will be hydro-excavated; if hydro-excavation or rock drilling is required there will be additional charges to Client of the direct cost plus 25%. If Client requires our crew to work overtime the overtime cost will be charged back to the Client at cost plus 25%. Delays, worker waiting time or change orders to the original structure quoted, not within the installer's purview, will be billed back to the customer at cost plus 25%, i.e. wall additions or changes requiring additional auger services, transportation cost and labor cost. Any additional 3rd party services will be passed to client on a cost plus 25% basis.

With respect to equipment, all loss of, or damage there to, from any cause whatsoever while on rental or in clients' care, custody and control, whether or not due to fault of the client, including but not limited to, fire, flood, theft, and comprehensive losses, should be the sole responsibility of the Client and shall be charged back to the Client and paid to Lessor promptly upon receipt of invoice.

Pricing is subject to change based on change orders submitted by Client and actual square footage of acoustical buildings and/or permanent sound barrier. Engineered drawings of acoustical buildings and/or permanent sound barriers must be signed and approved by Client prior to construction. There will be no warranty on acoustical buildings and/or permanent sound barriers without engineered drawings. There will be no guarantee on the noise reduction of acoustical buildings and/or permanent sound barriers without Absolute Noise Control, L.L.C. engineering the noise solution with an established ambient baseline. On projects exceeding \$25k, a 30% down payment is required prior to construction with the remainder due no later than 30-days after completion of the project.

In the event of a loss, theft, or damage to equipment, Client agrees to notify Lessor immediately by telephone and thereafter to promptly report in writing to Lessor and Public Authorities "Where required by law or by Lessor" all information relating thereto. Client shall cause its agents and employees to give the Lessor and Public Authorities proper and full information and assist in the investigation and prosecution of any matter resulting from said loss, theft, or damage.

The Client/Lessee will indemnify, save harmless and defend Absolute Acoustic Noise Control, L.L.C. and its employees and contractors, all liability and expense for loss, damage, death or injury to person or property in any matter arising from, or in incident, to the use of this equipment regardless of whether cause in whole or in part by the negligence or fault of Absolute Acoustic Nosie Control L.L.C.

Any failure of performance by Lessor which is due to causes beyond Lessors' control, including, but not limited to, acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, shall not be deemed to be in default by Lessor.

The Client shall contact the Lessor when ready to return the leased equipment. The Client/Lessee shall be responsible for securing equipment from loss, theft, or damage until in possession of the Lessor.

To the extent preventive by applicable law, Client hereby waives any and all rights in remedies granted to Client by article 2A of the Uniform Commercial Code.

Continued on Next Page

Colorado Regional Office



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Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
Permanent Proposal
and Noise Impact
Model
12/18/2018

Proposal Acceptance

Should you agree to the terms and conditions of this proposal, please sign and date below and fax back to (817) 594-4472 or email mrios@absolutenoisecontrol.com.

Approval Signatures:

Fleur de Lis Energy	Absolute Noise Control
Terry Thomas	Matt Rios
Title:	Title: Project Engineer
Date:	Date:12/18/2018
A.F.E. #	



Page 1 of 9 Fleur de Lis Energy, LLC Hencken Unit A Pad Site Hybrid Proposal 12/17/2018

December 17, 2018

Fleur de Lis Energy, L.L.C. 909 Lake Carolyn Parkway, Suite 500 Irving, Texas 75039

Attention: Terry Thomas

Subject: Hybrid Sound Wall Proposal Location: Hencken Unit A Pad Site

Mr. Thomas,

Below is the cost for the fabrication, delivery and installation of our Hybrid sound walls to be installed at your Hencken Pad Site located in Tarrant County, Texas. Each sound wall panel is 16ft. tall x 9ft. 3 in. wide x 4-inches thick. The sound walls are rated STC-42 and the insulation is rated NRC-1, (noise reduction coefficient), for maximum noise absorption with 1lb MLV (Mass Loaded Vinyl). A single lift-eye will be fabricated and installed at the top of each wall section. There will be 2 support legs for each sound wall panel. The frames, r-panel and trim will be ordered in the color request by the customer. All hardware, (bolts, nuts, washers, etc.), are also included in the pricing. To add, we have included a short noise impact modelling report that shows two modeling scenarios and the results of our Hybrid Sound Wall mitigation option.

Pricing

- 16' Tall x 9' 3" Wide x 4" Thick (18 Panels total)
- Concrete Blocks (10) Blocks
- Forklift
- Boom Lift
- Installation
- Transportation/Delivery

Estimated Total: \$59,900.00

(Sales Tax Not Included)

Please contact me with any questions or comments you may have.

Sincerely,

Matt Rios Project Engineer Absolute Noise Control, LLC.

Phone: (817) 594-4446 or Cell: (210) 630-9074

(Continued on Next Page)

<u>Texas Office</u> 3208 FM 920 Weatherford, Texas 76088

Office: (817) 594-4446 Fax (817) 594-4472

<u>Colorado Regional Office</u> 2700 E. Bridge Street - Suite C Brighton, Colorado 80603 Office: (720) 517-2552 <u>Pennsylvania Regional Office</u> 800 Imperial Industrial Park Drive Oakdale, Pennsylvania 15071



Hybrid Sound Wall Panel Examples







(Continued on Next Page)

Texas Office 3208 FM 920 Weatherford, Texas 76088 Office: (817) 594-4446 Fax (817) 594-4472 **Colorado Regional Office**

2700 E. Bridge Street - Suite C Brighton, Colorado 80603 Office: (720) 517-2552

Pennsylvania Regional Office

800 Imperial Industrial Park Drive Oakdale, Pennsylvania 15071



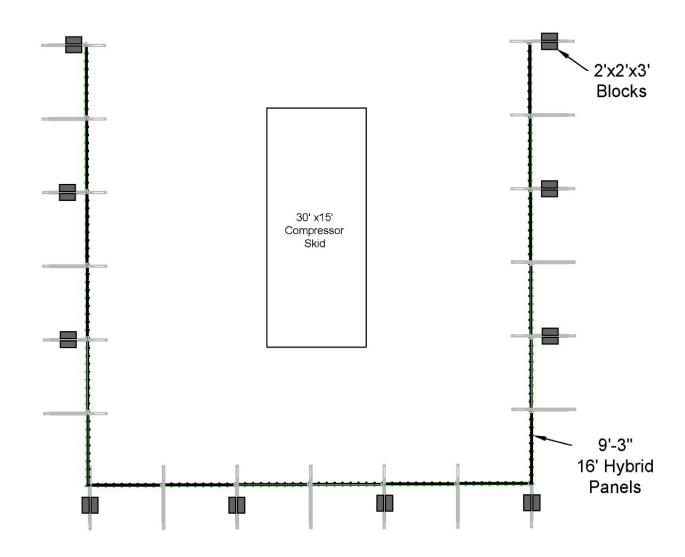


Figure 1. Layout of the Hybrid Sound Wall – 16' Tall (18 panels total)



Sound Modeling Methodology

Three-dimensional noise impact models were constructed in order to project the noise impact of the operations at the site and adjacent surroundings. The noise models were constructed using Brűel and Kjær Predictor Version 11.21 software which meets ISO 9613.1/2 compliance requirements. The noise modeling software projects noise levels based on the locations, noise levels and frequency spectra of the noise sources, geometry, and reflective properties of the local terrain, buildings, and barriers. The noise impact models are based on data collected from past similarly sized compressors, under normal operating conditions.

Noise Impact Modeling Results

Figure 3 displays the unmitigated noise impact sound levels during normal compressor operations. Figure 4 displays the mitigated noise impact sound levels during normal compressor operations with 18 Hybrid sound walls. The tabulated results per location of the models are included below:

Modelled Sound Levels at each Receiver (dBA)

dBA	Unmitigated	Mitigated with 16' Hybrids
Location 1	62.3	52.1
Location 2	57.9	45.2
Location 3	55.4	44.5
Location 4	55.8	42.0
Location 5	52.5	41.8

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Colorado Regional Office



Figure 2. Noise Impact Model - Compressor Pad Site and Receiver Locations

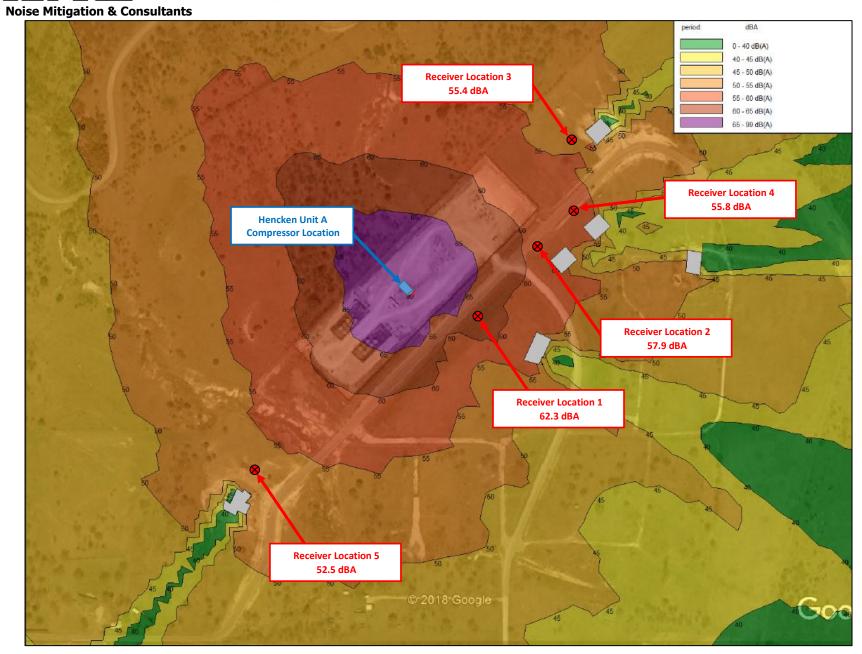


Figure 3. Noise Impact Model – Unmitigated Compressor Pad Site

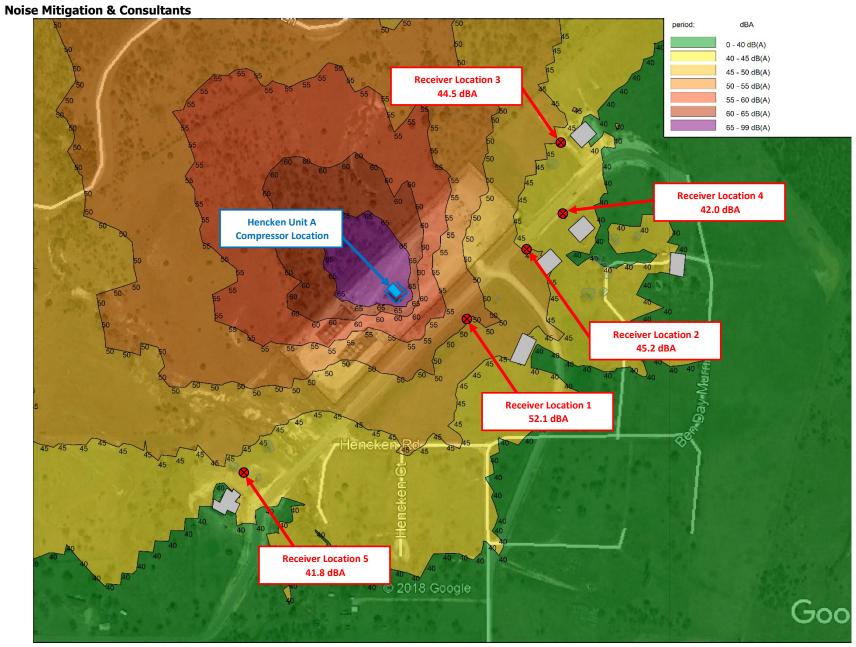


Figure 4. Noise Impact Model – Mitigated 16' (18 Panels) Hybrid Sound Walls



Page 8 of 9 Fleur de Lis Energy, LLC Hencken Unit A Pad Site Hybrid Proposal 12/17/2018

TERMS AND CONDITIONS

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The equipment shall be used solely in clients' business and be kept only at its place of business or job site, and shall not be moved without prior written consent of Lessor.

Quoted prices are based on the location being ready on the specified day; that the client has on-site security to protect equipment and material and the clients' site management has been briefed on the noise mitigation installation process. Rent is based on a minimum of 30 days. This quote presumes the installer will be able to auger pier holes in penetrable soil, with no underground or overhead obstructions. Pier holes within five foot of a marked utility line will be hydro-excavated; if hydro-excavation or rock drilling is required there will be additional charges to Client of the direct cost plus 25%. If Client requires our crew to work overtime the overtime cost will be charged back to the Client at cost plus 25%. Delays, worker waiting time or change orders to the original structure quoted, not within the installer's purview, will be billed back to the customer at cost plus 25%, i.e. wall additions or changes requiring additional auger services, transportation cost and labor cost. Any additional 3rd party services will be passed to client on a cost plus 25% basis.

With respect to equipment, all loss of, or damage there to, from any cause whatsoever while on rental or in clients' care, custody and control, whether or not due to fault of the client, including but not limited to, fire, flood, theft, and comprehensive losses, should be the sole responsibility of the Client and shall be charged back to the Client and paid to Lessor promptly upon receipt of invoice.

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The Client/Lessee will indemnify, save harmless and defend Absolute Acoustic Noise Control, L.L.C. and its employees and contractors, all liability and expense for loss, damage, death or injury to person or property in any matter arising from, or in incident, to the use of this equipment regardless of whether cause in whole or in part by the negligence or fault of Absolute Acoustic Nosie Control L.L.C.

Any failure of performance by Lessor which is due to causes beyond Lessors' control, including, but not limited to, acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, shall not be deemed to be in default by Lessor.

The Client shall contact the Lessor when ready to return the leased equipment. The Client/Lessee shall be responsible for securing equipment from loss, theft, or damage until in possession of the Lessor.

To the extent preventive by applicable law, Client hereby waives any and all rights in remedies granted to Client by article 2A of the Uniform Commercial Code.

Continued on Next Page



Proposal Acceptance

Should you agree to the terms and conditions of this proposal, please sign and date below and fax back to (817) 594-4472 or email mrios@absolutenoisecontrol.com.

Approval Signatures:

Fleur de Lis Energy	Absolute Noise Control
Terry Thomas	Matt Rios
Title:	Title:
	Project Engineer
Date:	Date:12/17/2018
A.F.E. #	



Page 1 of 10
Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
Permanent Proposal
and Noise Impact
Model
12/19/2018

December 19, 2018

Fleur de Lis Energy, L.L.C. 909 Lake Carolyn Parkway, Suite 500 Irving, Texas 75039

Attention: Terry Thomas

Subject: Permanent Sound Wall Proposal and Noise Impact Model

Location: Hencken Unit A Pad Site

Mr. Thomas,

Below is the cost proposal to construct a Permanent Acoustical Sound Wall at your Hencken Pad Site located in Tarrant County, Texas. The permanent sound wall will be located around the perimeter of the compressor. The dimensions of the wall will be approximately 20 ft. tall by 180 linear feet. The foundation will consist of (13) 24" x 10' deep concrete piers. The barrier will be constructed with (13) 12W26# I-Beams spaced approximately 15' apart when possible. The interior of the wall will consist of 1 Pound Mass Loaded Vinyl (MLV) as well as 4 inches of acoustical insulation which has a Class A fire rating and also carries an NRC-1 rating, (noise reduction coefficient) for *maximum noise absorption*. The insulation will be covered with perforated metal to allow for noise absorption and the exterior of the sound wall will consist of pre-painted r-panel (color to be determined). Wall placement & dimensions can be seen in figure 1 of this proposal. An example of our walls can be seen in figure 2. To add, we have included a short noise impact modelling report that shows two modeling scenarios and the results of our Permanent Sound Wall mitigation option.

Pricing

- 20' Tall x 180 LF, X 4" Thick
- Forklift
- Boom Lift
- Installation
- Transportation/Delivery

Estimated Total: \$65,742.00

(Sales Tax Not Included)

(Continued on Next Page)



Page 2 of 10
Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
Permanent Proposal
and Noise Impact
Model
12/19/2018

EXCLUSIONS:

- Hydro excavation
- Pier Spoils removal

Please contact me with any questions or comments you may have.

Sincerely,

Matt Rios Project Engineer Absolute Noise Control, LLC.

Phone: (817) 594-4446 or Cell: (210) 630-9074

(Continued on Next Page)

Texas Office

1763 N. Main Street
Weatherford, Texas 76085
Office: (817) 594-4446 Fax (817) 594-4472

Colorado Regional Office

2700 E. Bridge Street - Suite C Brighton, Colorado 80603 Office: (720) 517-2552 Pennsylvania Regional Office

800 Imperial Industrial Park Drive Oakdale, Pennsylvania 15071

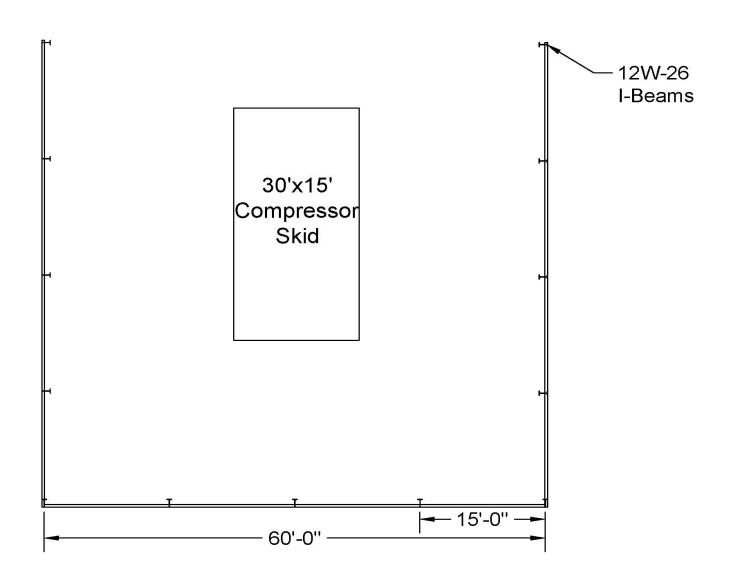


Figure 1. Layout of the Permanent Sound Wall – 20' Tall x 180 LF





Figure 2. Permanent Sound Wall Example



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Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
Permanent Proposal
and Noise Impact
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12/19/2018

Sound Modeling Methodology

Three-dimensional noise impact models were constructed in order to project the noise impact of the operations at the site and adjacent surroundings. The noise models were constructed using Brűel and Kjær Predictor Version 11.21 software which meets ISO 9613.1/2 compliance requirements. The noise modeling software projects noise levels based on the locations, noise levels and frequency spectra of the noise sources, geometry, and reflective properties of the local terrain, buildings, and barriers. The noise impact models are based on data collected from past similarly sized compressors, under normal operating conditions.

Noise Impact Modeling Results

Figure 4 displays the unmitigated noise impact sound levels during normal compressor operations. Figure 5 displays the mitigated noise impact sound levels during normal compressor operations with a 180 LF permanent sound wall. The tabulated results per location of the models are included below:

Modelled Sound Levels at each Receiver (dBA)

dBA	Unmitigated	Mitigated with 20' x 180 LF Permanent Sound Wall
Location 1	62.3	49.3
Location 2	57.9	44.0
Location 3	55.4	44.1
Location 4	55.8	42.2
Location 5	52.5	41.1

(Continued on Next Page)

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Figure 3. Noise Impact Model - Compressor Pad Site and Receiver Locations

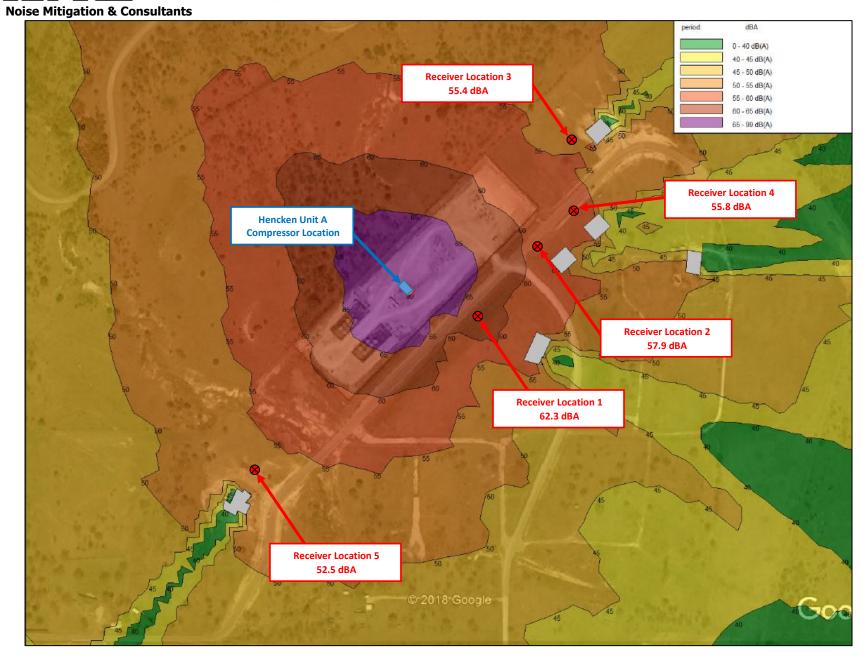


Figure 4. Noise Impact Model - Unmitigated Compressor Pad Site

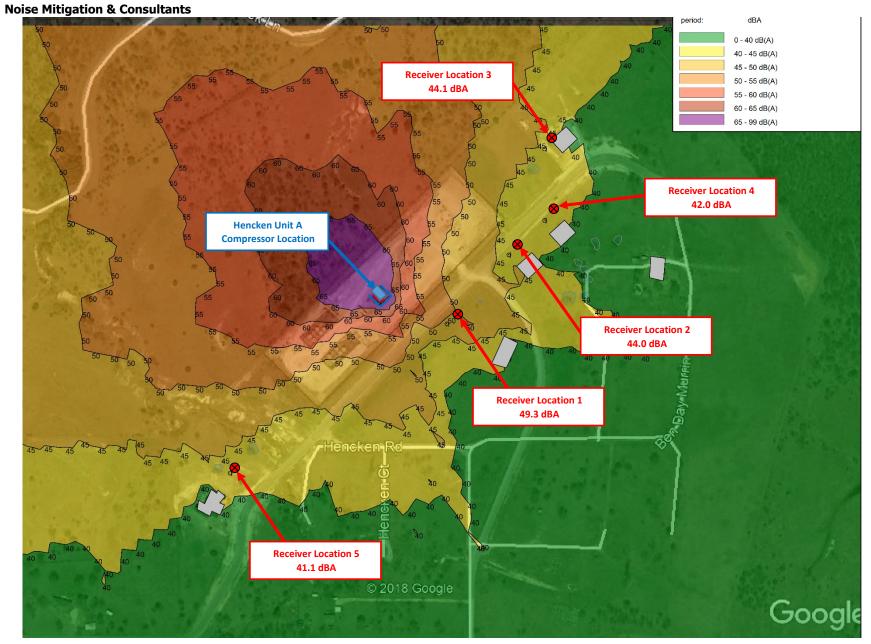


Figure 5. Noise Impact Model – Mitigated 20' x 180 LF Permanent Sound Wall



Page 9 of 10
Fleur de Lis Energy, LLC
Hencken Unit A Pad Site
Permanent Proposal
and Noise Impact
Model
12/19/2018

TERMS AND CONDITIONS

The Lessor hereby rents to the Client sound control systems, including: but not limited to, sound walls, blankets, enclosures, equipment, sound measurement and monitoring instrumentation systems, and accessories described in the proposal, which are subject to the provisions of this agreement. The word "Client" means the person signing this agreement and any other person or organization to which charges are billed: his employer, partner, or representative all of whom shall be jointly and severally liable hereunder. The above referenced equipment is the property of Lessor and, except as otherwise provided herein, shall be returned or released by the Client in the same condition as received, ordinary wear and tear accepted, on the day specified or sooner on Lessors' demand.

The equipment shall be used solely in clients' business and be kept only at its place of business or job site, and shall not be moved without prior written consent of Lessor.

Quoted prices are based on the location being ready on the specified day; that the client has on-site security to protect equipment and material and the clients' site management has been briefed on the noise mitigation installation process. Rent is based on a minimum of 30 days. This quote presumes the installer will be able to auger pier holes in penetrable soil, with no underground or overhead obstructions. Pier holes within five foot of a marked utility line will be hydro-excavated; if hydro-excavation or rock drilling is required there will be additional charges to Client of the direct cost plus 25%. If Client requires our crew to work overtime the overtime cost will be charged back to the Client at cost plus 25%. Delays, worker waiting time or change orders to the original structure quoted, not within the installer's purview, will be billed back to the customer at cost plus 25%, i.e. wall additions or changes requiring additional auger services, transportation cost and labor cost. Any additional 3rd party services will be passed to client on a cost plus 25% basis.

With respect to equipment, all loss of, or damage there to, from any cause whatsoever while on rental or in clients' care, custody and control, whether or not due to fault of the client, including but not limited to, fire, flood, theft, and comprehensive losses, should be the sole responsibility of the Client and shall be charged back to the Client and paid to Lessor promptly upon receipt of invoice.

Pricing is subject to change based on change orders submitted by Client and actual square footage of acoustical buildings and/or permanent sound barrier. Engineered drawings of acoustical buildings and/or permanent sound barriers must be signed and approved by Client prior to construction. There will be no warranty on acoustical buildings and/or permanent sound barriers without engineered drawings. There will be no guarantee on the noise reduction of acoustical buildings and/or permanent sound barriers without Absolute Noise Control, L.L.C. engineering the noise solution with an established ambient baseline. On projects exceeding \$25k, a 30% down payment is required prior to construction with the remainder due no later than 30-days after completion of the project.

In the event of a loss, theft, or damage to equipment, Client agrees to notify Lessor immediately by telephone and thereafter to promptly report in writing to Lessor and Public Authorities "Where required by law or by Lessor" all information relating thereto. Client shall cause its agents and employees to give the Lessor and Public Authorities proper and full information and assist in the investigation and prosecution of any matter resulting from said loss, theft, or damage.

The Client/Lessee will indemnify, save harmless and defend Absolute Acoustic Noise Control, L.L.C. and its employees and contractors, all liability and expense for loss, damage, death or injury to person or property in any matter arising from, or in incident, to the use of this equipment regardless of whether cause in whole or in part by the negligence or fault of Absolute Acoustic Nosie Control L.L.C.

Any failure of performance by Lessor which is due to causes beyond Lessors' control, including, but not limited to, acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, shall not be deemed to be in default by Lessor.

The Client shall contact the Lessor when ready to return the leased equipment. The Client/Lessee shall be responsible for securing equipment from loss, theft, or damage until in possession of the Lessor.

To the extent preventive by applicable law, Client hereby waives any and all rights in remedies granted to Client by article 2A of the Uniform Commercial Code.

Continued on Next Page

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Page 10 of 10 Fleur de Lis Energy, LLC Hencken Unit A Pad Site Permanent Proposal and Noise Impact Model 12/19/2018

Proposal Acceptance

Should you agree to the terms and conditions of this proposal, please sign and date below and fax back to (817) 594-4472 or email mrios@absolutenoisecontrol.com.

Approval Signatures:

Fleur de Lis Energy	Absolute Noise Control
Terry Thomas	Matt Rios
Title:	Title: Project Engineer
Date:	Date:
A.F.E. #	



Page 1 of 10 Fleur De Lis Energy Hencken Stand Alone Wall Proposal 12/19/2018

December 19, 2018

Fleur de Lis Energy, L.L.C. 909 Lake Carolyn Parkway, Suite 500 Irving, Texas 75039

Attention: Terry Thomas

Subject: Stand Alone Temporary Sound Wall Rental – Hencken Unit A Pad Site

Below is the cost proposal for the fabrication, delivery and install of our Free Standing portable sound wall panels. Each sound wall section is 12ft. tall x 8ft. wide. The interior of the sound wall consists of 1lb MLV (Mass Loaded Vinyl), which blocks the transmission of unwanted sound levels and another layer of WhisperDri™ SANWF, (Sound Absorbing Non-Woven Fiber.) The WhisperDri™ insulation is a proprietary blend of synthetic fibers that allow noise to be absorbed into the sound wall and prevents the noise from being reflected back into the job site. The exterior of the wall is covered with a tan/gray vinyl UV-protected shell, which faces away from the noise source and a tan/gray vinyl mesh screen facing the noise source to allow for noise absorption. There will be 2 support legs for each sound wall panel. Both Option scenarios are shown in figure 1. All hardware, (bolts, nuts, washers, anchor stakes, etc.), are included in this cost proposal.

Option 1:

12' Tall x 8' Wide Stand Alone Barrier - Rental

•	Install:	\$125.00 Per Panel / 7 Total	\$ 875.00
•	Removal:	\$125.00 Per Panel / 7 Total	\$ 875.00
•	Rental:	\$8.00 Per Panel / Per Day / 7 Total	\$ 56.00 / Day
•	Sky Track	\$650.00 Per / Day	\$650.00 / Day
•	Freight:	\$275.00 / Flat Fee	\$ 275.00 / Each Way

Option 2:

12' Tall x 8' Wide Stand Alone Barrier - Rental

•	Install:	\$125.00 Per Panel / 21 Total	\$ 2,625.00
•	Removal:	\$125.00 Per Panel / 21 Total	\$ 2,625.00
•	Rental:	\$8.00 Per Panel / Per Day / 21 Total	\$ 168.00 / Day
•	Sky Track	\$650.00 Per / Day	\$650.00 / Day
•	Freight:	\$275.00 / Flat Fee	\$ 275.00 / Each Way

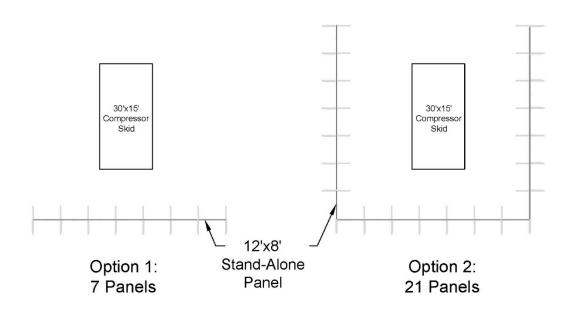
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Texas Office
3208 FM 3208
Weatherford, Texas 76088
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Colorado Regional Office 2700 E. Bridge Street - Suite C Brighton, Colorado 80603 Office: (720) 517-2552 Pennsylvania Regional Office
800 Imperial Industrial Park Drive
Oakdale, Pennsylvania 15071
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Weatherford, Texas 76088

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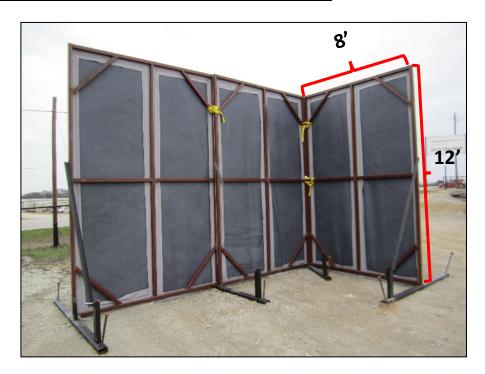
Colorado Regional Office

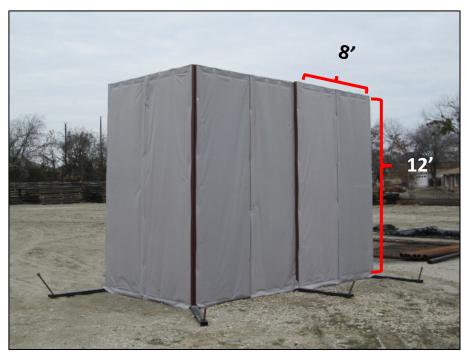
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Stand Alone Temporary Sound Wall Panel Examples:





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Page 4 of 10 Fleur De Lis Energy Hencken Stand Alone Wall Proposal 12/19/2018

Sound Modeling Methodology

Three-dimensional noise impact models were constructed in order to project the noise impact of the operations at the site and adjacent surroundings. The noise models were constructed using Brűel and Kjær Predictor Version 11.21 software which meets ISO 9613.1/2 compliance requirements. The noise modeling software projects noise levels based on the locations, noise levels and frequency spectra of the noise sources, geometry, and reflective properties of the local terrain, buildings, and barriers. The noise impact models are based on data collected from past similarly sized compressors, under normal operating conditions.

Noise Impact Modeling Results

Figure 4 displays the unmitigated noise impact sound levels during normal compressor operations. Figure 5 displays the mitigated noise impact sound levels during normal compressor operations with 56 LF of stand-alone sound wall panels. Figure 6 displays the mitigated noise impact sound levels during normal compressor operations with a 152 LF of stand-alone sound wall panels. The tabulated results per location of the models are included below:

Modelled Sound Levels at each Receiver (dBA)

dBA	Unmitigated	Mitigated with 56 LF Stand Alone Sound Walls	Mitigated with 152 LF Stand Alone Sound Walls
Location 1	62.3	57.9	57.0
Location 2	57.9	58.0	49.7
Location 3	55.4	55.4	46.9
Location 4	55.8	55.7	45.2
Location 5	52.5	52.5	44.1

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Figure 3. Noise Impact Model - Compressor Pad Site and Receiver Locations

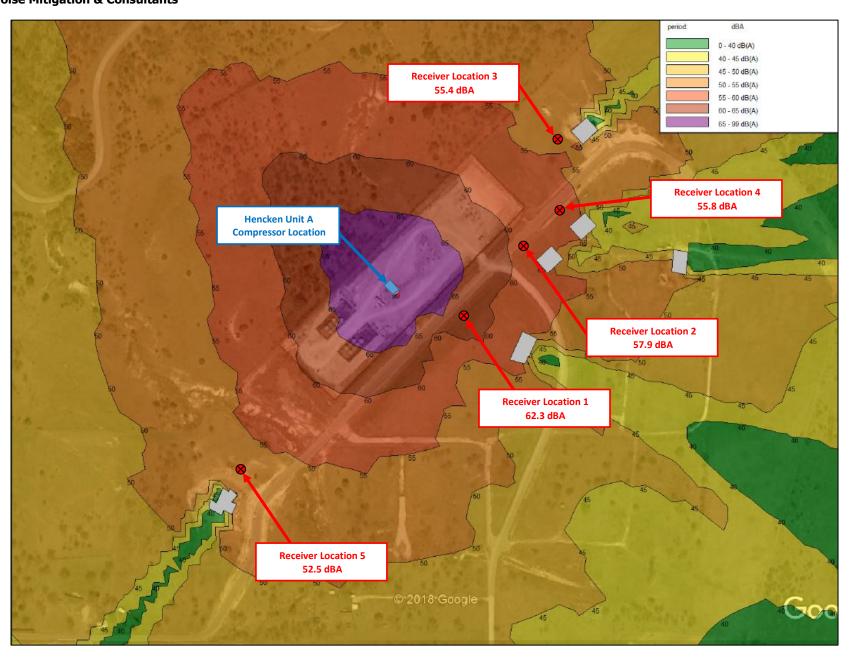


Figure 4. Noise Impact Model - Unmitigated Compressor Pad Site

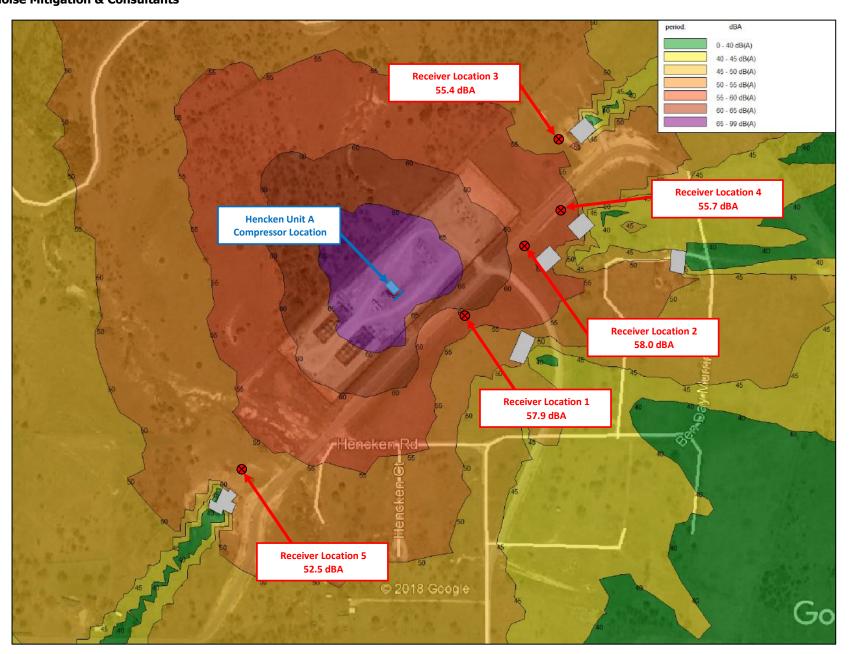


Figure 5. Noise Impact Model - Mitigated 12' x 56 LF Stand Alone Sound Wall Panels

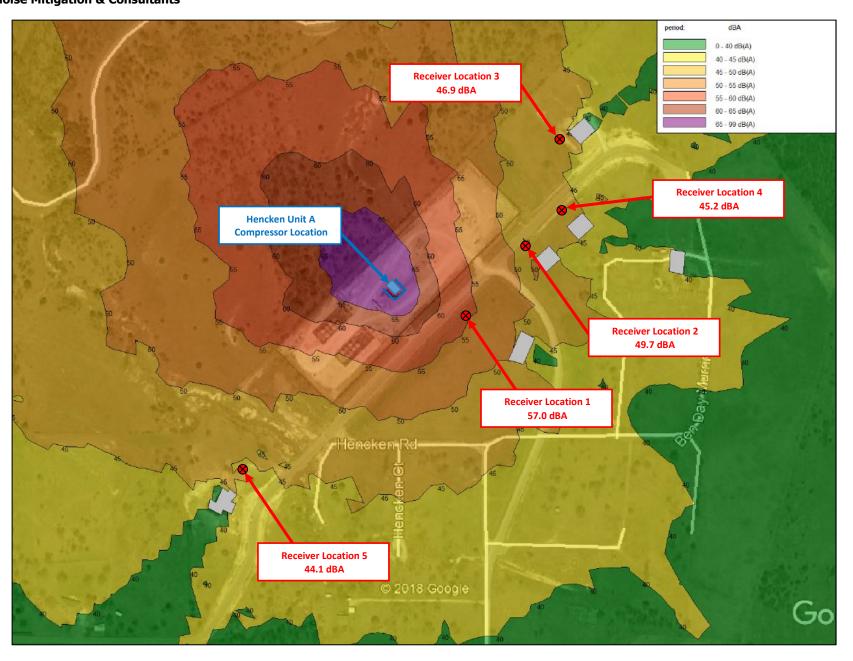


Figure 6. Noise Impact Model – Mitigated 12' x 152 LF Stand Alone Sound Wall Panels



Page **9** of **10** Fleur De Lis Energy Hencken **Stand Alone Wall Proposal** 12/19/2018

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Page 10 of 10 Fleur De Lis Energy Hencken Stand Alone Wall Proposal 12/19/2018

Please contact me with a	ny questions or comments \cdot	vou may have.

Sincerely,

Matt Rios Project Engineer Absolute Noise Control, LLC.

Phone: (817) 594-4446 or Cell: (210) 630-9074

Absolute Noise Control

Marvin Read	Matt Rios
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	Project Engineer
Date:	Date:12/19/2018
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