

Ord.

2006-0354

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
DERRYL WALLS, COUNCILMAN, DISTRICT IV**

ORDINANCE NO. 06-12-9

An ordinance to approve and authorize the execution of an Act of Donation by Chevron U.S.A. Inc. for the Radio Tower Property located along Highway 306, Bayou Gauche.

WHEREAS, Chevron U.S.A. Inc. is the owner of a certain 2.662 acre tract of land located along Highway 306, Bayou Gauche, which is being used as a Radio Tower by the Bayou Gauche Volunteer Fire Department; and,

WHEREAS, Chevron U.S.A. Inc. has agreed to donate said Radio Tower Property to St. Charles Parish, which property is shown as Lot 940A on a Plat recorded in Book 677, Page 841 of the Conveyance Records of St. Charles Parish; and,

WHEREAS, it is the desire of the Parish Council to accept said Donation on behalf of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Donation – Immovable Property by Chevron U.S.A. Inc. for the Bayou Gauche Volunteer Fire Department Radio Tower Property to St. Charles Parish is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Act of Donation on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
BLACK, DUHE, MINNICH
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 4th day of December, 2006, to become effective five (5) days after publication in the Official Journal.

Act of Donation - Chevron Radio Tower Bayou Gauche

CHAIRMAN: *Dorian G. Fal*
SECRETARY: *Deborah Jean Fisher*
DLVD/PARISH PRESIDENT: *December 5, 2006*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *Albert D. Laque*
RETD/SECRETARY: *December 5, 2006*
AT: *2:21 pm* RECD BY: *BGT*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON *December 12, 2006*
AS ENTRY NO. *325800*
IN PARISH CONVEYANCE BOOK
NO. *682* FOLIO *844*

ACT OF DONATION -
IMMOVABLE PROPERTY

} UNITED STATES OF AMERICA

CHEVRON U.S.A. INC.

} STATE OF LOUISIANA

TO

}

ST. CHARLES PARISH

} PARISH OF ST. CHARLES

DONATION AND ACCEPTANCE

BE IT KNOWN, that on this 11 day of December, 2006.

BEFORE ME, the undersigned notary, duly commissioned and qualified, in and for the State of Texas or the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED CHEVRON U.S.A. INC., a Pennsylvania corporation, authorized to do and doing business in the State of Louisiana, herein represented by Martin H. Forman its undersigned Assistant Secretary, duly authorized, and whose mailing address is 1500 Louisiana Street, Houston, Texas 77002, Federal Tax ID No. 25-0527925 (hereinafter referred to as "Donor"), does by these presents give, grant, confirm, donate and deliver, and without warranty of title, but with full substitution and subrogation in and to all rights and actions of warranty which the said Donor has or may have against all preceding owners, unto **ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, herein represented by Albert D. Laque, its Parish President, and whose mailing address is 15045 River Road, P. O. Box 302, Hahnville, Louisiana 70057 (hereinafter referred to as "Donee"), said Donee here present, accepting for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, all of Donor's right, title and interest in, on, under and to the following described land:

Bayou Gauche Volunteer Fire Dept. Radio Tower Property: 2.662 acres of land, more or less, being all of Lot 940A, a resubdivision of the former Lots 939 and 940, of the Sunset Drainage District according to plat thereof recorded in Book 677, Page 841 of the Conveyance Records of St. Charles Parish, Louisiana, and also shown on Plat Exhibit "A", attached hereto and made a part hereof.

Together with, if any presently exist on the land, all of buildings, structures, facilities, improvements and properties of every nature and character whatsoever, whether similar or dissimilar, situated or erected wholly or partially thereon, all of which are sometimes hereinafter referred to individually and collectively in the singular as the Property; and

Together with all of Donor's right, title and interest in, on, under and to all surface and other agreements, servitudes, easements, privileges, advantages, rights-of-way and other rights, estates, and interests belonging to or in any wise appertaining to the ownership, and/or use of the Property; and

Together with all right, title and interest of Donor, if any, in and to any streets and roads abutting the Property to the center lines thereof; and

Together with the appurtenances and all the estate and rights of Donor in and to said Property; it being the intent of the parties hereto that the term "Property" as used herein shall include all of the aforementioned properties and interests.

Donor and Donee herein agree that the value of the donated property is \$ 75,000.00 .

TO HAVE AND TO HOLD the above described land and Property, together with, if any presently exists on the land, all buildings, structures, facilities, fixtures and appurtenances thereunto belonging or in any wise appertaining, and not otherwise excepted and excluded from this Donation, unto the said Donee, its successors and assigns forever, pursuant to and subject to all of the terms and conditions set forth in this Act of Donation. This donation is made and accepted subject to the following stipulations, conditions, encumbrances, agreements and reservations:

(a) All restrictions, servitudes, easements, rights-of-way, covenants, conditions, grants, leases, agreements of every nature and kind of record, governmental laws, ordinances, restrictive covenants affecting the use of and/or encumbering the land and properties and other matters (including, not by way of limitation, encroachments and protrusions) that would be revealed by a current on the ground survey and inspection of the property or otherwise.

(b) The following matters, whether or not evidenced by any instrument of record, but only to the extent each is valid and subsisting, remains in effect pursuant to the terms of any governing document, and continues to affect the Property:

(1) restrictive covenants, boundary and common party wall agreements, building codes, zoning regulations and ordinances, and other laws, regulations, and ordinances of any governmental authority covering the use or occupancy of any part of the Property, and any violation thereof, regardless of when asserted;

(2) any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or protrusions, overlapping of improvements, and other matters that would be revealed by a current survey on the ground or inspection of tile Property; and

(3) the rights of any tenants or other parties in possession of any part of the Property.

(c) Any assessment or lien for ad valorem taxes for the current year and for subsequent years, and any assessments and/or liens for special assessments which are not yet due and payable and subsequent ad valorem tax assessments for prior years due to a change in land usage or ownership.

It is further expressly understood by the parties hereto that Donor does not make any representations or warranties, express or implied, as to the condition and state of repair of the Property, its quality, merchantability, suitability or fitness for any uses or purposes, nor as to the current volume, nature, quality, classification, or value of any timber thereon, or of the oil, gas or other mineral reserves thereunder, nor with respect to any improvements, building, structures, facilities, tenements, hereditaments and appurtenances thereto belonging or in any wise

appertaining to said Property, or otherwise. Donor has advised Donee that certain spills of oil and chemicals from oil and gas exploration, development, or production (regulated or under the jurisdiction of the applicable commission, department or other governmental authority of the State of Louisiana) have occurred, or may have occurred, upon the Property, which could have resulted in contamination of the soil, water, ground water, or improvements on the Property; however, Donor knows of no other wastes or other contaminants upon the Property which Donee cannot discover by prudent examination and inspection of the Property, nor of any violation of any federal or state laws, rules or regulations concerning environmental acts or hazards. Furthermore, Donor has cautioned Donee to thoroughly examine and inspect the Property for any such conditions or violations and generally as to the condition of the Property and its improvements, including a recommendation by Donor to Donee that Donee engage an environmental consulting Firm to make any environmental survey of the Property.

Donee further certifies that said Property (including, but not limited to, any timber located thereon or any oil, gas or other mineral reserves thereunder) has been carefully inspected by Donee and that Donee is familiar with its condition and value thereof, and the improvements (including plumbing, electric wiring and equipment, and machinery installed thereon) located on the Property, inclusive of any hydrocarbons, other soil contaminants or waste substances, whether similar or dissimilar, that may be present in the soil, water and groundwater, and assumes all risks and liabilities associated therewith. Donee acknowledges that the Property has been or may have been used in connection with oil, gas and other mineral exploration, development and operations, as well as with respect to processing and refining operations; and, as such, equipment, appurtenances, processing and other facilities, plants, buildings, structures, improvements, abandoned and other tanks and piping (including above ground and underground tanks and piping), storage facilities, gathering and distribution lines, wells and other petroleum production facilities may still be located upon the Property. Donee further accepts said Property (including, but not limited to, any timber located thereon and any mineral reserves thereunder) AS IS, WHERE IS, IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND WITHOUT ANY REPRESENTATIONS, GUARANTIES, OR WARRANTIES, EXPRESS OR IMPLIED AS TO ITS QUALITY, MERCHANTABILITY, OR ITS SUITABILITY OR FITNESS FOR DONEE'S INTENDED USE, OR FOR ANY USES OR PURPOSES WHATSOEVER, OR THAT SAID PROPERTY HAS BEEN RENDERED FREE FROM ANY DEFECTS, HAZARDS, OR DANGEROUS CONDITIONS.

It is further understood and agreed by the parties hereto that the covenants set forth in this donation shall be covenants running with the land, and shall be binding upon the Donee's and Donee's executors, administrators, legal representatives, heirs, successors and assigns.

Donor shall pay or has paid all ad valorem and personal property taxes, and installments of special assessments for the year 2005, and water and sewer charges, if any, and rentals under any lease of said premises or such year. Donor and Donee shall be responsible for the payment of all ad valorem and personal property taxes, and installments of special assessments, and water and sewer charges, if any, and rentals under any lease of said premises which become payable, prorated between Donor and Donee as of the effective date of September 1, 2006. Any sales taxes on personal and movable property and equipment, and all escrow fees charges by any title company or others, fees for tax, mortgage and conveyance certificates, recording fees, documentary stamps and transfer taxes, and all transfer and transaction taxes, fees and assessments levied against this donation shall be paid by Donee.

By its execution hereof, Donee expressly accepts this Donation and agrees to all of the terms, conditions and provisions set out above.

IN WITNESS WHEREOF, this Donation and Acceptance is executed in triplicate counterpart originals, on the 11 day of December, 2006 after due reading of the whole.

DONOR:

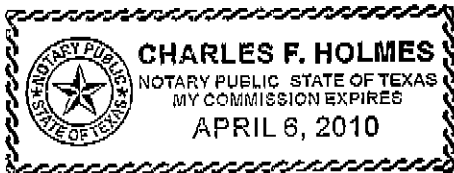
CHEVRON U.S.A. INC.

Witnesses:

[Signature]
Name: George P. Kokolis

By: [Signature]
Martin H. Forman
Assistant Secretary

[Signature]
Name: Ann E. Wacker



[Signature]
Charles F. Holmes
Notary Public in and for the State of Texas

DONEE:

ST. CHARLES PARISH

[Signature]
Name: Carolyn Louviere

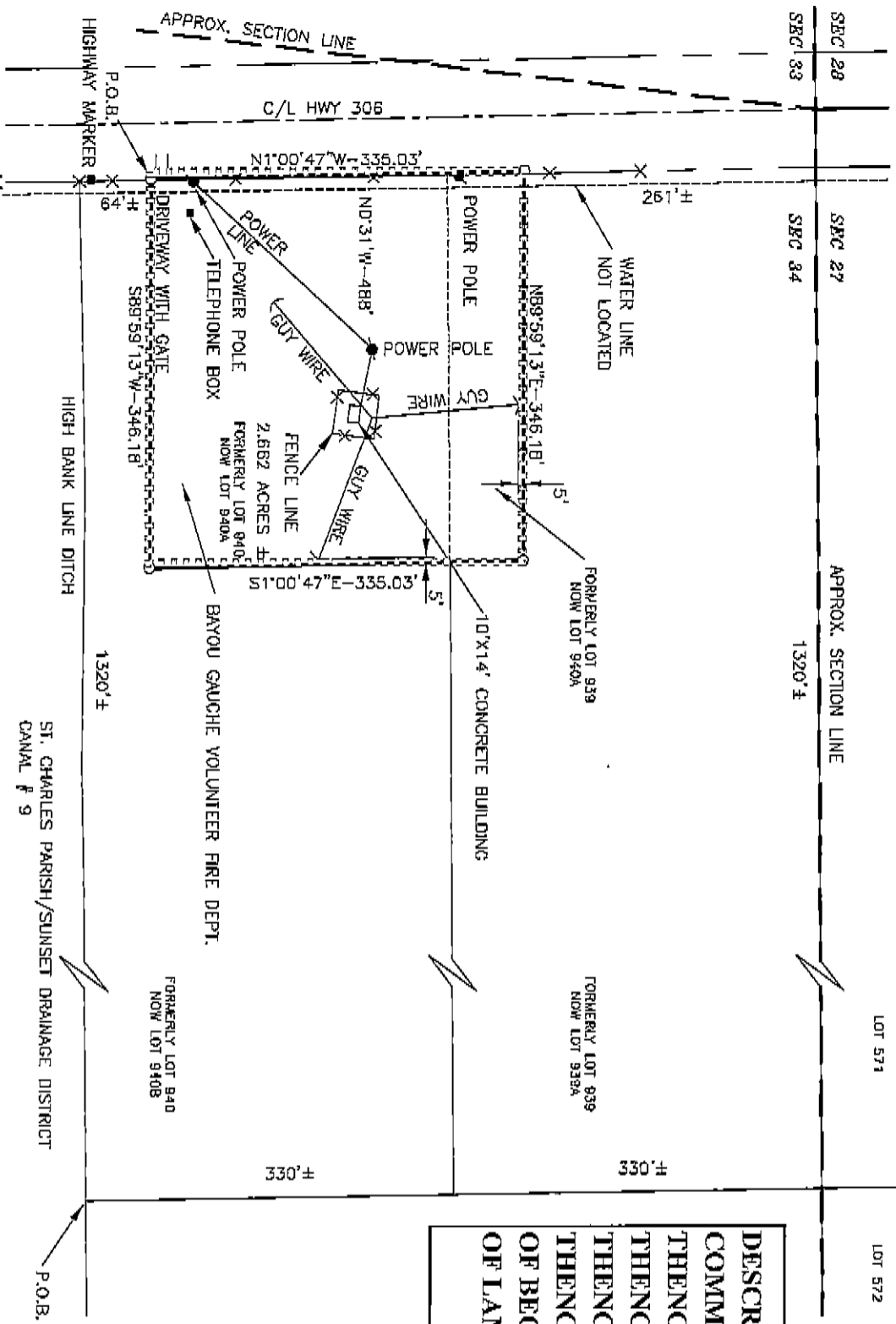
By: [Signature]
Albert D. Laque
Parish President

[Signature]
Name: Timothy J. Vial

[Signature]
NOTARY PUBLIC

ROBERT L. RAYMOND, NOTARY
BAR# 11408

T14S-R20E
ST. CHARLES PARISH, LOUISIANA



DESCRIPTION OF LOT 940A:
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 940A,
 THENCE NORTH 1 DEG 00' 47" WEST - 335.03' TO A POINT;
 THENCE NORTH 89 DEG 59' 13" EAST - 346.18 TO A POINT;
 THENCE SOUTH 1 DEG 00' 47" EAST - 335.03' TO A POINT;
 THENCE SOUTH 89 DEG 59' 13" WEST - 346.18' TO THE POINT
 OF BEGINNING AND CONTAINING AN AREA OF 2.662 ACRES
 OF LAND, MORE OR LESS.

<p>Chevron North America Exploration & Production</p>	<p>EXHIBIT "A" DONATION TO ST CHARLES PARISH RADIO TOWER</p>
<p>10/1/2006</p>	

CHEVRON U.S.A. INC.
CERTIFICATE OF ASSISTANT SECRETARY

I, **CHARLES D. FRISBIE**, Assistant Secretary of **CHEVRON U.S.A. INC.**, a corporation organized under the laws of the State of Pennsylvania, United States of America (the "Corporation"), **DO HEREBY CERTIFY** that the following is a full, true and correct copy of certain resolutions adopted by unanimous consent of the Directors of said Corporation, dated July 24, 1992, as the same appear of record in the minute book of the Corporation:

RESOLVED: That any officer of this Corporation or any division thereof be, and each of them is hereby, empowered in such capacity to execute for and on behalf of this Corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Corporation, except no authority is conferred by this resolution for execution of any of the following:

1. leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Corporation where either book value or sale price exceeds \$25 million or the acreage exceeds 6,400 acres;
2. deeds or conveyances to others covering fee lands of this Corporation, other than rights of way and similar easements, where either book value or sale price exceeds \$25 million;
3. documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;
4. documents or agreements establishing bank accounts in the name of this Corporation, or withdrawing of funds or closing of any bank accounts of this Corporation, and be it further

RESOLVED: That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance; and be it further

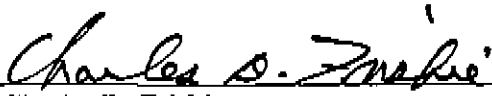
RESOLVED: That any officer of this Corporation or of any division thereof be and each of them is hereby empowered on behalf of this Corporation to appoint any person or persons whom they or any one of them may deem proper as Agents or Attorneys-in-Fact of this Corporation usually for a term of one year but in no instance to exceed a term of five years with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them; and be it further

RESOLVED: That the resolutions of similar import adopted by this Board of Directors on July 31, 1991, hereby are rescinded.

I, **CHARLES D. FRISBIE**, Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, **DO HEREBY CERTIFY** that the foregoing is a full, true and correct copy of certain resolutions adopted by unanimous written consent of Directors of said Corporation, dated July 24, 1992, and that said resolutions are in full force and unrevoked.

I **FURTHER CERTIFY** that Martin H. Forman is an Assistant Secretary of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation this 13th day of October, 2006.

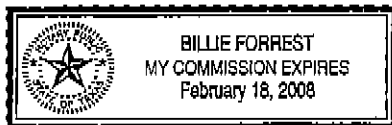



Charles D. Frisbie
Assistant Secretary

State of Texas)
)
County of Harris)

On October 13, 2006, before me, Billie Forrest, a Notary Public in and for the State of Texas, personally appeared Charles D. Frisbie, Assistant Secretary of Chevron U.S.A. Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument in his capacity, and that by his signature on the within instrument, the person or the entity upon behalf of which the person acted executed the within instrument.

WITNESS my hand and official seal.





Billie Forrest
Notary Public in and for the State of Texas