

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

ACT OF DONATION

BE IT KNOWN, that on the dates set forth below, before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Parish/County as set forth above, and in the presence of the undersigned witnesses:

PERSONALLY, CAME AND APPEARED:

GWENDOLYN DUFRENE MOREL, a person of the full age of majority and resident of the Parish of St. Charles, who has been married but once and then to Harry J. Morel, Jr., but acting as her separate property, through inheritance, and any funds used in this matter are from her separate property and will remain her separate property under her separate administration and control, and she receives her mail at 107 Camelia Ct., Luling, La 70070 (**“Morel”**);

BRANSON DES ALLEMANDS PROPERTIES, L.L.C., a Louisiana Limited Liability Company, herein represented by its manager, Brandt Dufrene, Jr., pursuant to a certificate of authority, attached hereto and made a part hererof with a mailing address of P.O. Box 512; Boutte, LA 70039 (**“Branson”**);

BRANDT DUFRENE, JR. a person of the full age of majority and resident of the Parish of Jefferson, who has been married but once and then to Bridgette Granier, from whom he is separate in property pursuant to a separate property agreement filed for record in the Conveyance Records of St. Charles Parish, Louisiana on August 16, 2005 in Book 655, at Page 633, under Entry No. 310963, and he receives his mail at P.O. Box 512, Boutte, La 70039 (**“Brandt”**);

STEPHEN DUFRENE, a person of full age of majority who has never been married and domiciliary of Lafourche Parish at 131 Ashton Dr.; Thibodaux, LA 70301; but who receives his mail at P.O. Box 512; Boutte, LA 70039 (**“Stephen”**). Stephen Dufrene is represented by Brandt Dufrene, Jr. pursuant to a Power of Attorney attached hereto and made a part hereof;

Morel, Branson, Brandt and Stephen are collectively, hereinafter referred to as the “Donors”,

AND

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, hereinafter referred to as “Donee” herein represented by Matthew Jewell, its Parish President whose mailing address is 15045 River Road, 3rd Floor, P.O. Box 302, Hahnville, LA 70057, and pursuant to Ordinance No. _____ adopted by the St. Charles Parish

Council on _____, a copy of which is attached hereto and made a part hereof.

“Donors and Donee sometimes also herein referred to as “Party” or collectively as “Parties”. The effective date of this Act of Donation is _____, 202____. (“Effective Date”).

Donee here present, accepting for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, all of Donors’ right, title and interest in, on, under and to the land as depicted and described on Exhibit A attached hereto and made a part hereof (“the Land”), together with, if any presently exist on the land, all of the buildings, structures, facilities, improvements and movable and immovable properties of every nature and character whatsoever, whether similar or dissimilar, situated or erected wholly or partially thereon, together with all of Donors’ right, title and interest in, on, under and to all surface and other agreements, servitudes, roads, 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 Land, all of which are sometimes hereinafter referred to individually and collectively in the singular as the “Property.”

TO HAVE AND TO HOLD the Property 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 (“Donation” or “Agreement”). This Donation is made and accepted subject to the following stipulations, conditions, encumbrances, agreements and reservations:

- 1) All restrictions, servitudes, easements, rights-of-way, covenants, conditions, grants, leases, agreements of every nature and kind, 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 public records search or a current on the ground survey and inspection of the Property or otherwise.
- 2) 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:
 - a. 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;
 - b. 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 the Property; and
 - c. the rights of any tenants or other parties in possession of any part of the Property

- d. 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.
- 3) **No Warranty.** This Donation of Property is made by Donors and accepted by Donee with no warranty of title, either express or implied.
- 4) **Disclaimer.** THE PROPERTY WILL BE CONVEYED IN AN "AS IS" CONDITION, AND AS OF THE EFFECTIVE DATE, DONEE SHALL RELIEVE AND RELEASE DONORS FROM ANY AND ALL CLAIMS MADE AND ANY AND ALL LOSSES INCURRED FOR ANY VICES OR DEFECTS IN: ALL OR ANY PORTION OF THE PROPERTY, WHETHER OBVIOUS OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN, AND PARTICULARLY FOR ANY CLAIMS, RIGHTS OR CAUSE OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ., AND ARTICLE 2541, ET SEQ., 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 WARRANTY, AND DONORS MAKES NO REPRESENTATIONS, GUARANTIES, OR WARRANTIES, EXPRESS OR IMPLIED AS TO ITS TITLE, QUALITY, MERCHANTABILITY, ENVIRONMENTAL CONDITIONS, 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, CONTAMINATION, OR DANGEROUS CONDITIONS. DONEE ACKNOWLEDGES THAT PAST USAGE OF THE PROPERTY FOR OIL AND GAS EXPLORATION, DEVELOPMENT, OR PRODUCTION OR OTHER USES COULD HAVE RESULTED IN CONTAMINATION OF OR ON THE PROPERTY OR IMPROVEMENTS.
- 5) **Successors, Heirs and Assigns.** 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 Donee and Donee's successors and assigns.
- 6) **Release.** DONORS AND DONEE ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CLAIMS MADE FOR LOSS OF USE, RENTS, ANTICIPATED PROFIT OR BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR MENTAL OR EMOTIONAL DISTRESS OR FEAR OF INJURY OR DISEASE BY THE PARTIES OR ANY THIRD PARTY.

BY ACCEPTING TITLE TO THE PROPERTY, DONEE RELEASES THE DONORS FROM ANY CLAIM MADE OR ANY LOSS SUSTAINED BY THE DONEE

RELATED IN ANY MANNER TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL CLAIMS MADE AND LOSSES INCURRED RELATED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. DONEE RECOGNIZES THAT THERE IS A RISK THAT, AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, A CLAIM MAY BE MADE AGAINST DONEE OR DONEE MAY SUFFER A LOSS WHICH IS IN SOME WAY CAUSED BY THE MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE, AND DONEE AGREES THAT DONEE ASSUMES THIS RISK AND THAT THIS RELEASE SHALL APPLY TO ANY AND ALL SUCH UNKNOWN OR UNANTICIPATED LOSS OR CLAIM. IN THE EVENT THIS RELEASE IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN SUCH RELEASE SHALL BE CONSTRUED SO AS TO PRESERVE THE MAXIMUM RELEASE PERMITTED THEREBY.

ANY CONVEYANCE, TRANSFER OR ASSIGNMENT OF ALL OR PART OF THE PROPERTY BY DONEE, ITS SUCCESSORS OR ASSIGNS, IN WHICH THE GRANTEE, TRANSFEREE OR ASSIGNEE FAILS TO EXPRESSLY ASSUME THE OBLIGATIONS OF DONEE UNDER THIS DONATION, INCLUDING BUT NOT LIMITED TO THIS SECTION 7, SHALL BE DEEMED NULL AND VOID. DONEE FURTHER AGREES TO CAUSE THE PROVISIONS OF THIS SECTION 7 TO BE INCLUDED IN ALL SUBSEQUENT SALES OR TRANSFERS OF ANY INTEREST IN THE PROPERTY, AND TO CAUSE ALL PURCHASERS OR TRANSFEREES OF THE PROPERTY TO EXPRESSLY ACKNOWLEDGE AND ASSUME ALL SUCH OBLIGATIONS.

- 7) **Laws, Rules and Regulations.** Donee acknowledges that there may be wetlands present on the Property. Donee agrees that it will be responsible for obtaining all necessary regulatory permits for its use of the Property, including, but not limited to, an Army Corps of Engineers permit, and that it will comply with all laws, rules and regulations governing the Property, and Donee's use of the Property.
- 8) **Entire Agreement.** This Donation, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by authorized representatives of both Parties.
- 9) **Severability.** If any provision of this Agreement or its application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
- 10) **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

- 11) **Recordation.** Donors and Donee agree to record this Donation in the conveyance records of St. Charles Parish.
- 12) **Proper Authority and Execution.** Donors and Donee represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority. This Agreement shall have no binding force and effect on either Party unless and until both Donors and Donee shall have executed and delivered this Agreement.
- 13) **Conflicts of Interest** relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, neither Donee, nor any director, employee, or agent of Donee shall give to or receive from any director, employee, or agent of Donors any gift, entertainment, or other favor of significant value, or any commission, fee, or rebate. Likewise, neither Donee nor any director, employee, or agent of Donee shall, without prior written notification thereof to Donors, enter into any business relationship with any director, employee, or agent of Donors or any affiliate thereof, unless such individual is acting for and on behalf of Donors. Donee shall promptly notify Donors of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Donors. Additionally, in the event of any violation of this Section, including any violation occurring prior to the Effective Date of this Agreement, resulting directly or indirectly in Donors' consent to enter into this Agreement, Donors may, at Donors' sole option, terminate this Agreement at any time. Any representatives authorized by Donors may audit any and all records of Donee for the sole purpose of determining whether there has been compliance with this Section.
- 14) **Taxes.** Any and all taxes due related to the Property, including ad valorem, property, or other real estate taxes or special assessments, whether arising from periods before or after the Effective Date, shall be the responsibility of Donee, and in no event will Donee seek reimbursement from Donors for payment of such taxes and/or special assessments.
- 15) **Amendments.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of Donors and Donee.
- 16) **Dispute Resolution.** This Agreement is governed by and interpreted in accordance with the laws of the State of Louisiana. Any dispute arising out of or related to this Agreement that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, Donors and Donee have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

(SIGNATURES CONTINUE ON NEXT PAGE)

THUS DONE AND PASSED, on the ____ day of ____, 202 ____, but made effective on the Effective Date, by the Donors, in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with me, Notary, after due reading of the whole.

WITNESSES:

DONORS:

Print Name: _____

GWENDOLYN DUFRENE MOREL

Print Name: _____

BRANSON DES ALLEMANDS
PROPERTIES, LLC

BRANDT DUFRENE, JR.

STEPHEN DUFRENE

NOTARY PUBLIC

Print Name: _____
Notary ID/LA Bar Roll No.: _____
Commission Expiration: _____

THUS DONE AND PASSED, on the ____ day of ____, 202 ____, but made effective on the Effective Date, by the Donee, in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with me, Notary, after due reading of the whole.

WITNESSES:

DONEE:

Print Name: _____

ST. CHARLES PARISH
By: Matthew Jewell, Parish President

Print Name: _____

NOTARY PUBLIC

Print Name: _____
Notary ID/LA Bar Roll No.: _____
Commission Expiration: _____

EXHIBIT A

March 1, 2024

CHEVRON U.S.A. INC. LAND DONATION BOUNDARY SURVEY FOR ST. CHARLES PARISH LEGAL DESCRIPTION:

TRACT 3

A CERTAIN TRACT OR PORTION OF GROUND BEING DESCRIBED AS A PORTION OF LOTS 251-259, LOTS 328-338 OF THE PARADIS FIELD MAP NOW OR FORMERLY OWNED BY CHEVRON U.S.A. INC., AND PORTIONS OF THE COTEAU DE FRANCE RANSON TRACT, SITUATED IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN WHAT IS KNOWN AS THE PARADIS FIELD MAP, IN SECTION 31, & 43, TOWNSHIP 14 SOUTH, RANGE 20 EAST, SOUTHEASTERN WEST OF THE MISSISSIPPI RIVER LAND DISTRICT, SOUTH OF US 90, WEST OF LA 621, EAST OF BAYOU DES ALLEMANDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT LOCATED AT THE CORNER COMMON WITH SECTIONS 31, 32, AND 43 OF TOWNSHIP 14 SOUTH, RANGE 20 EAST, THENCE PROCEED APPROXIMATELY 1991.32 FEET A BEARING OF N43°28'03.36"W TO 3/8" IRON ROD, THE POINT OF BEGINNING OF TRACT 3, THENCE PROCEED S62°33'19.17"W, A DISTANCE OF 1387.92' TO A SET 1/2" IRON PIPE, THENCE PROCEED N00°29'01.61"W, A DISTANCE OF 80.00', THENCE PROCEED N00°04'58.39"E, A DISTANCE OF 123.34', THENCE PROCEED N51°46'00.00"E, A DISTANCE OF 44.19', THENCE PROCEED N51°46'00.00"E, A DISTANCE OF 698.77', THENCE PROCEED N50°30'00.26"E, A DISTANCE OF 137.01', THENCE PROCEED S18°14'20.33"E, A DISTANCE OF 22.03', THENCE PROCEED N51°03'24.70"E, A DISTANCE OF 22.65', THENCE PROCEED S13°23'55.96"E, A DISTANCE OF 116.91' TO A 3/8" REBAR, THENCE PROCEED N65°37'50.17"E, A DISTANCE OF 464.83' TO A 1/4" IRON ROD, THENCE PROCEED S20°27'04.83"E, A DISTANCE OF 194.28' TO THE POINT OF BEGINNING OF TRACT 3. ALL COMPRISING AN AREA OF 7.51 ACRES MORE OR LESS, AND MORE FULLY SHOWN ON THE PLAT ENTITLED "RESUBDIVISION SURVEY FOR CHEVRON U.S.A. INC.; CHEVRON U.S.A. INC. LAND DONATION TO ST. CHARLES PARISH; DES ALLEMANDS, LOUISIANA" LOCATED IN DES ALLEMANDS, ST CHARLES PARISH, LOUISIANA. PREPARED BY ANDREW D. SHREAD P.L.S. 4350 STAMPED ORIGINAL 01/06/2021, ACT OF CORRECTIONS RECORDED 01/18/2022. BOOK 914, PAGE 701, ENTRY NO. 465074. SHREAD-KUYRKENDALL AND ASSOCIATES INC., BATON ROUGE, LOUISIANA.

