

2022-0306

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 22-11-6

An ordinance to approve and authorize the execution of an Act of Donation by and between Chevron U.S.A. Inc. ("Chevron") and St. Charles Parish for a certain parcel of land comprising of approximately 0.9 acres adjacent to property already donated for the Boat Launch and Park along Bayou Des Allemands.

WHEREAS, St. Charles Parish is continuously searching for ways to enhance recreational opportunities along its many waterways for its residents; and,

WHEREAS, St. Charles Parish and Chevron U.S.A. Inc. have reached an agreement that benefits the residents of St. Charles Parish and the surrounding area; and,

WHEREAS, Chevron U.S.A. Inc. has agreed to donate additional property to St. Charles Parish, more particularly described in detail in the attached Act of Donation which property is adjacent to lands previously donated by Chevron; and,

WHEREAS, St. Charles Parish needs this property to complete the tract of land on which the Parish intends to build a boat launch and park.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Donation attached hereto by Chevron U.S.A. Inc. to St. Charles Parish for a certain parcel of land identified as Tract 4 as more fully shown on a survey by Andrew D. Shread, PLS, dated February 22, 2021, and revised on February 24, 2021, and revised on March 3, 2021, is hereby approved and accepted.

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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: DUFRENÉ

And the ordinance was declared adopted this 21st day of November, 2022, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: November 22, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: November 23, 2022
AT: 11:51 am RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON December 21, 2022
AS ENTRY NO. 472681
IN MORTGAGE/CONVEYANCE BOOK
NO. 927 FOLIO 584

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:

CHEVRON U.S.A. INC., a Pennsylvania corporation, having an address of 100 Northpark Blvd, Covington, LA 70433, (the "Donor") represented herein by its Land Management Officer, Ryan Schneider, duly authorized by Corporate Resolution attached hereto and made a part hereof; **AND, ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, (the "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. 22-11-6 adopted by the St. Charles Parish Council on November 21, 2022, a copy of which is attached hereto and made a part hereof. Donor and Donee sometimes also herein referred to as "Party" or collectively as "Parties". The effective date of this Act of Donation is December 15, 2022 ("Effective Date").

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 land as depicted and described as "Tract 4" on Exhibit A and further described on Exhibit A-1, both 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 moveable and immoveable properties of every nature and character whatsoever, whether similar or dissimilar, situated or erected wholly or partially thereon, together with all of Donor's 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." The estimated value of the Property is three thousand dollars and zero cents USD (\$3000.00).

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 Donor 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 DONOR 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 DONOR 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) **Inspection by Donee.** Donee further certifies that the 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, debris, trash, farm equipment, and machinery installed thereon) located on the Property, inclusive of any hydrocarbons, other contaminants or waste substances 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, transportation and operations (including, but not limited to, the active third-party transmission line belonging to Columbia Gulf as depicted on Exhibit A).

- 6) **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. Without Donor's express written consent, which consent can be withheld for any reason, Donee may not sell, transfer, convey, donate or assign the Property, except to any successor governmental authority with notice to Donor in writing and addressed to Chevron U.S.A. Inc. Attn: Land Manager, 100 Northpark Blvd. Covington, LA 70433.
- 7) **Release.** DONOR 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 DONOR 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.

- 8) **Prohibited Activities and Security.** Donee acknowledges that the Property is directly adjacent to lands owned by Donor subject to that certain Mitigation Banking Instrument dated June 9, 2005 by and between Chevron U.S.A. Inc. and the United States Army Corps of Engineers, et al ("MBI") and / or Conservation Servitude and Easement dated August 2, 2005 ("Conservation Servitude") between Chevron U.S.A. Inc. and the Mississippi River Trust recorded in the Conveyance Records of St. Charles Parish, Louisiana on August 11, 2005 as COB 655 folio 339 bearing Entry No. 310788, ("Conservation Lands" as defined therein and depicted on Exhibit A of this Agreement) both of which contain specific

prohibitions against certain activities on the Conservation Lands, and Donee agrees that it will not conduct such prohibited activities on the Conservation Lands. Donee agrees to cooperate with and assist Donor in preventing trespassing, or any other act inconsistent with this Agreement, the MBI and the Conservation Servitude, on Donor's adjacent property and / or Conservation Lands..

- 9) **Right of Access.** Donor retains and reserves to itself, its successors and assigns, the right of ingress and egress to the Property for any and all purposes, including, but not limited to, construction, management and / or maintenance of the Conservation Lands. However, Donor agrees that it will use its best efforts to not unreasonably interfere with the Donee's use of the Property.

- 10) **Use of Property.** Donee agrees that the Property will only be used for public use purposes, mainly the construction of a public boat launch ("Boat Launch"). Construction of the Boat Launch and all related improvements will be done at the sole cost of Donee. Donee agrees that the Property will not and will never be used for any commercial or residential purposes. Donee agrees that it will not subdivide the Property.

- 11) **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.

- 12) **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.

- 13) **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.

- 14) **No Public Disclosure.** Donee shall not issue any public announcement or statement concerning this Donation (except as required by law) or make any use of Donor's names, image, logos, or trademarks without obtaining Donor's prior written consent.

- 15) **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.

- 16) **Recordation.** Donor and Donee agree to record this Donation in the conveyance records of St. Charles Parish.

- 17) **Proper Authority and Execution.** Donor 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 Donor and Donee shall have executed and delivered this Agreement.
- 18) **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 Donor 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 Donor, enter into any business relationship with any director, employee, or agent of Donor or any affiliate thereof, unless such individual is acting for and on behalf of Donor. Donee shall promptly notify Donor of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Donor. 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 Donor's consent to enter into this Agreement, Donor may, at Donor's sole option, terminate this Agreement at any time. Any representatives authorized by Donor may audit any and all records of Donee for the sole purpose of determining whether there has been compliance with this Section.
- 19) **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 Donor for payment of such taxes and/or special assessments.
- 20) **Amendments.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of Donor and Donee.
- 21) **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, Donor 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)

WITNESSES:

DONOR:

CHEVRON U.S.A. INC.

Stephanie Law

By: Ryan Schneider

Print Name: Stephanie Law

Printed Name: Ryan Schneider

Danielle R Brocato

Its: Land Management Officer

Print Name: Danielle L Brocato

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

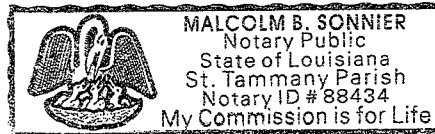
Before me, the undersigned authority, a Notary Public in and for said Parish and State, and in the presence of the competent witness listed above, on this day personally appeared Ryan Schneider, Land Management Officer for Chevron U.S.A. Inc., a Pennsylvania corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of November, 2022.

My Commission is for life.

Malcolm B. Sonnier

Notary Public



WITNESSES:

S. Parney

Print Name: SARA F. PARNEY

Madeline Fisher

Print Name: Madeline Fisher

DONEE: ST. CHARLES PARISH

By:

Matthew Jewell

Printed Name: Matthew Jewell

Its: Parish President

STATE OF LOUISIANA

PARISH OF ST. CHARLES

On this 15th day of December, 2022, before me, Notary Public for the above Parish and State, and the witnesses above, appeared Matthew Jewell, to me personally known, who, being by me duly sworn, did say that he is the President of the Parish of St. Charles, Louisiana, and that the foregoing instrument was signed before me and the above witnesses on behalf of the Parish of St. Charles, Louisiana, and said Appearer acknowledged said instrument to be the free act and deed of said parish, duly authorized by Ordinance.

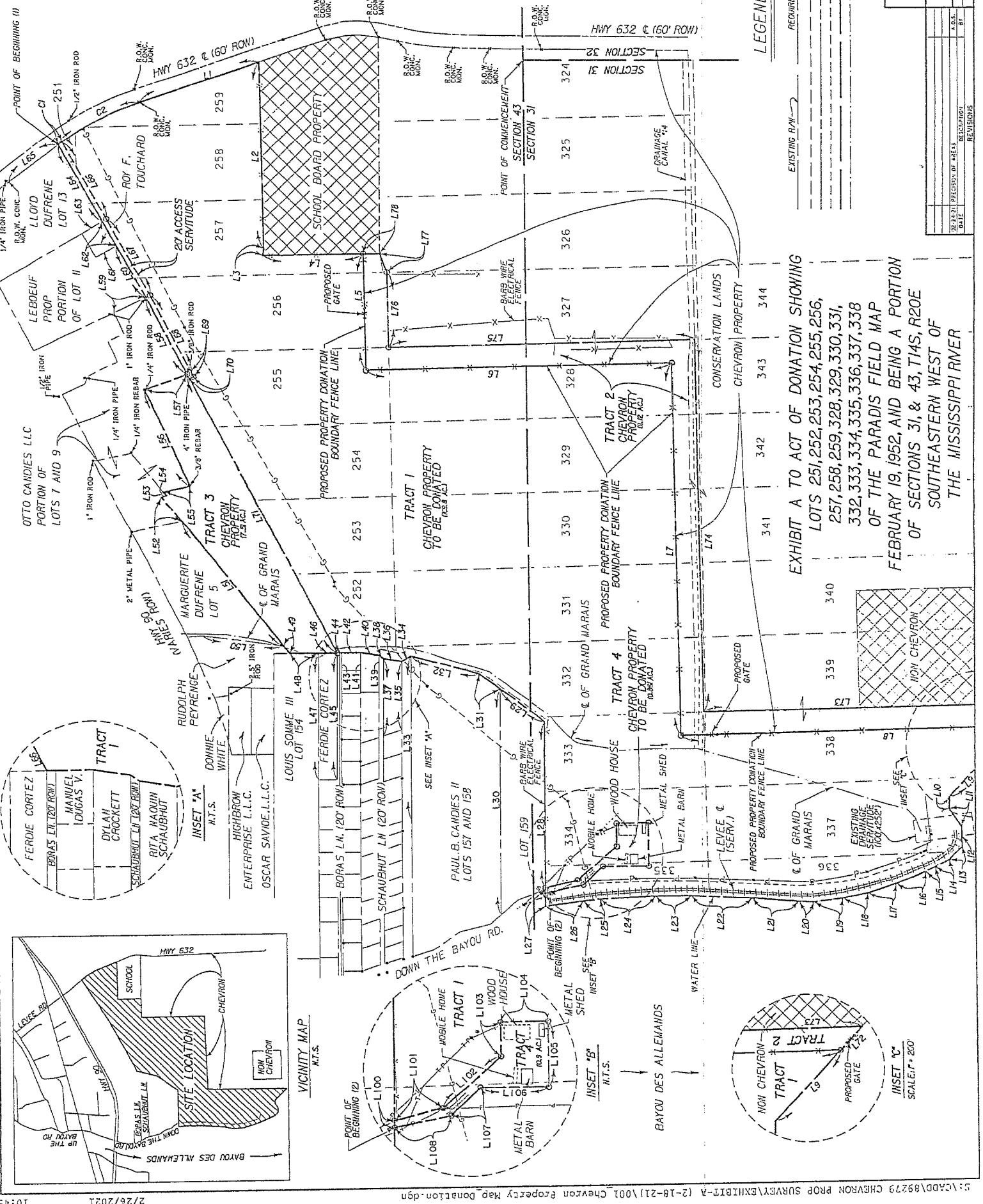
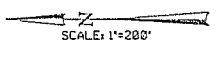
My commission expires:

[Signature]
NOTARY PUBLIC

Exhibit A

PARISH	SHEET NO.
ST. CHARLES	1 OF 2

SEE SHEET 2 OF 2
FOR LEGAL
DESCRIPTION BEARING
AND DISTANCES.



I HEREBY CERTIFY THAT THIS PLAN REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, AND IN ACCORDANCE WITH APPLICABLE LAWS, AS SUPPLEMENTED BY THE STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY LOUISIANA ENGINEERS AND LAND SURVEYORS FOR CLASSIFICATION D SURVEYS.



03/22/21
ANDREW D. SHREAD
PROFESSIONAL LAND SURVEYOR #5087

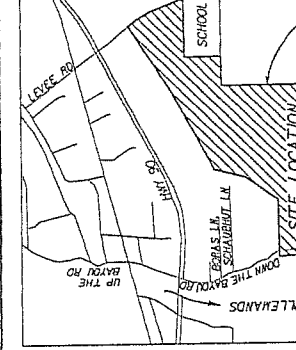
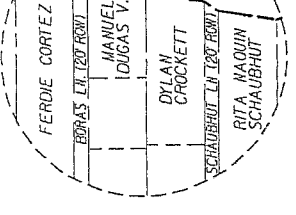
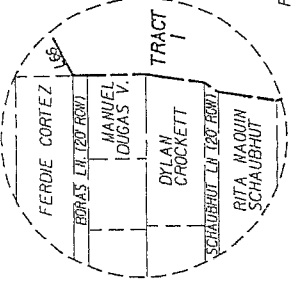
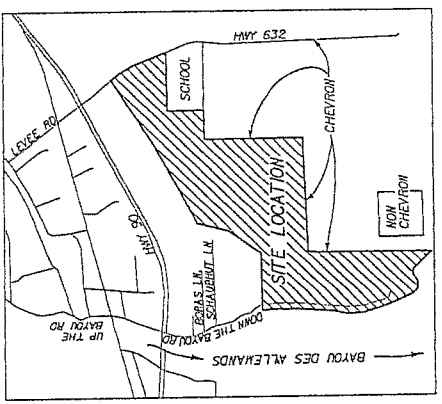
LEGEND

	RIGHT OF WAY LINE
	LOT LINE
	APPARENT PROPERTY LINE
	SERVITUDE LINE
	SECTION LINE
	GRAND MARAIS
	1/2\"/>
	FOUND PROPERTY CORNER
	EXISTING R.O.W.
	REQUIRED R.O.W.

EXHIBIT A TO ACT OF DONATION SHOWING
LOTS 251, 252, 253, 254, 255, 256,
257, 258, 259, 328, 329, 330, 331,
332, 333, 334, 335, 336, 337, 338
OF THE PARADIS FIELD MAP
FEBRUARY 19, 1952, AND BEING A PORTION
OF SECTIONS 31, & 43, T14S, R20E
THE MISSISSIPPI RIVER

DESIGNED BY	DATE	REVISIONS
SHREAD & KUYREKIDALL & ASSOC. LAND SURVEYORS & PLANNERS BAYOU LAKE, LOUISIANA	03/22/21	

REVISIONS	DATE	BY



REFERENCE MAPS OF THE ADJOINING PROPERTIES. NO STAMPED BOUNDARY MAP OR LEGAL DESCRIPTION WAS PROVIDED BY CHEVRON

COB	PG	INSTRUMENT	MAP OR LEGAL DESCRIPTION
678	1	322523	STATE PROJECT NUMBER 508-21 DATED FEB 9 1959 SHEET 14 BY FRANK B. CHACHERE REG LAND SURVEYOR RESUBDIVISION OF LOTS 257, 258, 259 & 260 OF THE SUNSET DRAINAGE DISTRICT'S LOTS INTO LOTS 257A, 258A, 259A, 260A & 261A LOCATED IN SECTION 43, T14S, R20E, ST. CHARLES PARISH, LOUISIANA DATED 08-16-2008 BY DAVID E. CLOUD SR., P.L.S. 4561
508	24	200761	SURVEY AND RESUBDIVISION OF LOTS 157, 158 & 159 AND A PORTION OF LOT C-10F A RESUBDIVISION OF LOT 156 BY E.M. COLLIER, P.L.S. DATED 6/15/58 & REVISED 3/31/60 AND 4/16/60 OF THE COTEAU DE FRANCE OR RAMSON TRACT INTO LOTS 675A, AND 159 BY PAUL II & AMN H. CANDIES 4024 MAY 90 EAST LOCATED IN SECTION 43, TOWNSHIP 14 SOUTH, RANGE 20 EAST AT DES ALLEMANDS ST. CHARLES PARISH, LA. DATED 12/15/07 REVISED APRIL 16, 1998 BY R.P. BERNARD, P.L.S. * 226
759	69	371686	SECTION 43, TOWNSHIP 14 SOUTH, RANGE 20 EAST AT DES ALLEMANDS ST. CHARLES PARISH, LA. BEING IN SECTION 43, THIS PLAT SHOWING LOTS 41A-42A-43A-44A-45A-46A-47A-48 & C-2 OF LOT 156 OF THE RAMSON TRACT AT DES ALLEMANDS ST. CHARLES PARISH, LA. BEING IN SECTION 43, THIS REDE DATED JUNE 1959, LAST REVISION MAY 11, 1960 BY E.M. COLLIER, P.L.S. * 334
877	181	440829	RESUBDIVISION OF LOT 47 OF A RESUBDIVISION OF LOT 156 OF COTEAU DE FRANCE, OR RAMSON TRACT IN SECTION 43, THIS REDE BY JOHNNY SCHAUBHUT INTO LOTS F1, F2, F3 AT DES ALLEMANDS ST. CHARLES PARISH, LA. IN SECTION 43, THIS REDE DATED 6/9/94 BY R.P. BERNARD
91	473	352248	PLAN OF LOT 155 OF THE COTEAU DE FRANCE OR RAMSON TRACT AT DES ALLEMANDS ST. CHARLES PARISH, LA. IN SECTION 43, THIS REDE DATED MAY 23, 1958 BY E.M. COLLIER, P.L.S. * 334
743	419	360788	PLAN OF LOT 155 OF THE COTEAU DE FRANCE OR RAMSON TRACT AT DES ALLEMANDS ST. CHARLES PARISH, LA. IN SECTION 43, THIS REDE DATED MAY 23, 1958 BY E.M. COLLIER, P.L.S. * 334
783	380	387029	LEGAL DESCRIPTION FOR LOT 154
666	331	316725	PORTION OF LOT 5, COTEAU DE FRANCE, AS PER PLAN BY WS HENNING CE DATED 02/05/1937
879	333	441910	PLAT SHOWING RESUBDIVISION MAP OF A PORTION OF LOTS 57 & 69 OF THE COTEAU DE FRANCE OR RAMSON TRACT LOCATED IN SECTION 48 TOWNSHIP 14 SOUTH RANGE 20 EAST CITY OF DES ALLEMANDS ST. CHARLES PARISH, LOUISIANA FOR OTTO CANDIES, L.L.C. DATED 03/15/2007 BY MICHAEL P. BLANCHARD, P.L.S. * 4861
725	278	349581	PLAN SHOWING PORTION OF LOT 110F OF THE COTEAU DE FRANCE OF RAMSON TRACT AT DES ALLEMANDS ST. CHARLES PARISH, LA. PROPERTY OF LAVIDOR M. DUFRÈNE DATED JANUARY 25 1961 BY E.M. COLLIER, P.L.S. * 334
553	660	232762	SURVEY OF A PORTION OF LOT 13 COTEAU DE FRANCE AS CLAIMED BY LYDIE G. DUFRÈNE IN SECTION 48 THIS - REDE ST CHARLES PARISH LOUISIANA, DATED DECEMBER 6TH 2008 BY LUDJEN G. GASSSEN P.L.S. * 353
489	11	190280	PORTION OF LOT 153 OF THE COTEAU DE FRANCE OR RAMSON TRACT LOCATED IN SECTION 43, T14S, R20E AT DES ALLEMANDS SOUTHEASTERN DISTRICT OF LA, WEST OF THE MISSISSIPPI RIVER, ST. CHARLES, LA DATES SEPTEMBER 5, 1980 BY R.P. BERNARD, P.L.S. * 227
847	551	424029	SUCCESSION OF MAMA A. PEYREQUE
770	309	378988	SURVEY OF A PORTION OF LOT 63 OF THE COTEAU DE FRANCE OR RAMSON TRACT LOCATED IN SECTION 43, T14S, R20E AT DES ALLEMANDS SOUTHEASTERN DISTRICT OF LA, WEST OF THE MISSISSIPPI RIVER, ST. CHARLES, LA DATES SEPTEMBER 5, 1980 BY R.P. BERNARD, P.L.S. * 226
497	495	195440	MAP SHOWING SERVITUDE FOR THE DES ALLEMANDS PUMP STATION FOR ST. CHARLES PARISH COUNCIL, LOCATED IN SECTION 31, T14S, R20E SOUTHEAST LAND DISTRICT WEST OF THE MISSISSIPPI RIVER ST. CHARLES PARISH, LOUISIANA
			MAP SHOWING SERVITUDE FOR THE COTEAU DE FRANCE BETWEEN BAYOU SAUT GOURS AND BAYOU DES ALLEMANDS, ST. CHARLES PARISH, DIVIDED INTO 153 LOTS.
			PARADIS FIELD MAP, ST. CHARLES AND LAFOURCHE PARISHES, TEXACO INC. DATED FEB. 19, 1952 BY G.M.P.

FOUND BEARING	RECORD BEARING	FOUND DISTANCE	RECORD DISTANCE	FOUND BEARING	RECORD BEARING	FOUND DISTANCE	RECORD DISTANCE
L1	S50°07'45.17E	514.87	NA	L40	N07°44'29.16E	60.89	80.89
L2	S62°30'12.77W	803.55	804.55	L41	S89°55'00.62E	76.00	76
L3	N63°40'12.57W	300.17	300.17	L42	N02°20'00.62W	80.00	80
L4	S00°59'13.17E	507.50	507.50	L43	N89°55'00.62W	76.00	76
L5	S00°14'41.76E	430.87	430.87	L44	N02°20'00.62W	80.00	80
L6	S00°14'41.76E	430.87	430.87	L45	N02°20'00.62W	80.00	80
L7	S00°14'41.76E	430.87	430.87	L46	N02°20'00.62W	80.00	80
L8	S00°14'41.76E	430.87	430.87	L47	N02°20'00.62W	80.00	80
L9	S00°14'41.76E	430.87	430.87	L48	N02°20'00.62W	80.00	80
L10	S00°14'41.76E	430.87	430.87	L49	N02°20'00.62W	80.00	80
L11	S00°14'41.76E	430.87	430.87	L50	N02°20'00.62W	80.00	80
L12	S00°14'41.76E	430.87	430.87	L51	N02°20'00.62W	80.00	80
L13	S00°14'41.76E	430.87	430.87	L52	N02°20'00.62W	80.00	80
L14	S00°14'41.76E	430.87	430.87	L53	N02°20'00.62W	80.00	80
L15	S00°14'41.76E	430.87	430.87	L54	N02°20'00.62W	80.00	80
L16	S00°14'41.76E	430.87	430.87	L55	N02°20'00.62W	80.00	80
L17	S00°14'41.76E	430.87	430.87	L56	N02°20'00.62W	80.00	80
L18	S00°14'41.76E	430.87	430.87	L57	N02°20'00.62W	80.00	80
L19	S00°14'41.76E	430.87	430.87	L58	N02°20'00.62W	80.00	80
L20	S00°14'41.76E	430.87	430.87	L59	N02°20'00.62W	80.00	80
L21	S00°14'41.76E	430.87	430.87	L60	N02°20'00.62W	80.00	80
L22	S00°14'41.76E	430.87	430.87	L61	N02°20'00.62W	80.00	80
L23	S00°14'41.76E	430.87	430.87	L62	N02°20'00.62W	80.00	80
L24	S00°14'41.76E	430.87	430.87	L63	N02°20'00.62W	80.00	80
L25	S00°14'41.76E	430.87	430.87	L64	N02°20'00.62W	80.00	80
L26	S00°14'41.76E	430.87	430.87	L65	N02°20'00.62W	80.00	80
L27	S00°14'41.76E	430.87	430.87	L66	N02°20'00.62W	80.00	80
L28	S00°14'41.76E	430.87	430.87	L67	N02°20'00.62W	80.00	80
L29	S00°14'41.76E	430.87	430.87	L68	N02°20'00.62W	80.00	80
L30	S00°14'41.76E	430.87	430.87	L69	N02°20'00.62W	80.00	80
L31	S00°14'41.76E	430.87	430.87	L70	N02°20'00.62W	80.00	80
L32	S00°14'41.76E	430.87	430.87	L71	N02°20'00.62W	80.00	80
L33	S00°14'41.76E	430.87	430.87	L72	N02°20'00.62W	80.00	80
L34	S00°14'41.76E	430.87	430.87	L73	N02°20'00.62W	80.00	80
L35	S00°14'41.76E	430.87	430.87	L74	N02°20'00.62W	80.00	80
L36	S00°14'41.76E	430.87	430.87	L75	N02°20'00.62W	80.00	80
L37	S00°14'41.76E	430.87	430.87	L76	N02°20'00.62W	80.00	80
L38	S00°14'41.76E	430.87	430.87	L77	N02°20'00.62W	80.00	80
L39	S00°14'41.76E	430.87	430.87	L78	N02°20'00.62W	80.00	80
L40	S00°14'41.76E	430.87	430.87	L79	N02°20'00.62W	80.00	80
L41	S00°14'41.76E	430.87	430.87	L80	N02°20'00.62W	80.00	80
L42	S00°14'41.76E	430.87	430.87	L81	N02°20'00.62W	80.00	80
L43	S00°14'41.76E	430.87	430.87	L82	N02°20'00.62W	80.00	80
L44	S00°14'41.76E	430.87	430.87	L83	N02°20'00.62W	80.00	80
L45	S00°14'41.76E	430.87	430.87	L84	N02°20'00.62W	80.00	80
L46	S00°14'41.76E	430.87	430.87	L85	N02°20'00.62W	80.00	80
L47	S00°14'41.76E	430.87	430.87	L86	N02°20'00.62W	80.00	80
L48	S00°14'41.76E	430.87	430.87	L87	N02°20'00.62W	80.00	80
L49	S00°14'41.76E	430.87	430.87	L88	N02°20'00.62W	80.00	80
L50	S00°14'41.76E	430.87	430.87	L89	N02°20'00.62W	80.00	80
L51	S00°14'41.76E	430.87	430.87	L90	N02°20'00.62W	80.00	80
L52	S00°14'41.76E	430.87	430.87	L91	N02°20'00.62W	80.00	80
L53	S00°14'41.76E	430.87	430.87	L92	N02°20'00.62W	80.00	80
L54	S00°14'41.76E	430.87	430.87	L93	N02°20'00.62W	80.00	80
L55	S00°14'41.76E	430.87	430.87	L94	N02°20'00.62W	80.00	80
L56	S00°14'41.76E	430.87	430.87	L95	N02°20'00.62W	80.00	80
L57	S00°14'41.76E	430.87	430.87	L96	N02°20'00.62W	80.00	80
L58	S00°14'41.76E	430.87	430.87	L97	N02°20'00.62W	80.00	80
L59	S00°14'41.76E	430.87	430.87	L98	N02°20'00.62W	80.00	80
L60	S00°14'41.76E	430.87	430.87	L99	N02°20'00.62W	80.00	80
L61	S00°14'41.76E	430.87	430.87	L100	N02°20'00.62W	80.00	80

P	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	244.24	20.19	S35°47'51.25E
C2	244.24	373.56	S72°25'1.527°32'21.25E

NOTES:
 1. THE BOUNDARY SHOWN ON THIS PLAT AND LEGAL DESCRIPTION REPRESENTS THE LATEST DEED OF RECORD AND THE MAPS AVAILABLE THROUGH THE ST. CHARLES PARISH COURTHOUSE.
 2. THIS SURVEY NOW SHOWS OWNERSHIP INFORMATION BASED ON THE RECORDS WE COULD OBTAIN. WE DO NOT GUARANTEE THE ACCURACY OF THE INFORMATION WE PROVIDE. WE HEREBY PROVIDE US WITH EVIDENCE OF OWNERSHIP OF THE AREA OF DISPUTE THIS SURVEY WILL HAVE TO BE REVISED.
 3. CHEVRON U.S.A. INC. PROVIDED NO METES AND BOUNDS LEGAL OR BOUNDARY DESCRIPTION FOR THE LAND THEY CURRENTLY OWN.
 4. WE USED ADJOINING PROPERTY MAPS AND LEGAL DESCRIPTIONS TO DETERMINE THE BOUNDARY OF THE CHEVRON U.S.A. INC. PROPERTY.
 5. SURVEY PERFORMED DURING 2019 AND 2020.
 6. BEARING AND DISTANCE SHOWN HEREWITHE WERE ESTABLISHED BASED ON E.P.S. STATIC OBSERVATIONS WITH GPS POST PROCESSING.
 7. ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS, RELOCATIONS OR MODIFICATIONS SHALL BE MADE SOLELY AT THE LOT OWNER'S EXPENSE.

I, HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY PERFORMED ACCORDING TO THE STANDARDS AND PRACTICE AS OF THE DATE AS STIPULATED BY STANDARD SURVEYING AS ADOPTED BY LOUISIANA STATE BOARD OF REGISTRATION FOR ENGINEERS AND LAND SURVEYORS FOR CLASSIFICATION 9 SURVEYOR.

CHEVRON U.S.A. INC. LAND DONATION TO ST. CHARLES PARISH DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 A CERTAIN TRACT OR PORTION OF GRAND BOULEVARD DESCRIBED AS A PORTION OF LOTS 31A, 31B AND 31C, GRAND BOULEVARD DISTRICT BEING PERFORMED BY MAP NOW OR FORMERLY OWNED BY CHEVRON U.S.A. INC. AND PORTIONS OF THE COTEAU DE FRANCE RAMSON TRACT, SITUATED IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN WHAT IS KNOWN AS SOUBRE DRAINAGE DISTRICT IN SECTION 31, TOWNSHIP 14 SOUTH, RANGE 20 EAST, SOUTHEASTERN WEST OF THE MISSISSIPPI RIVER LAND DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FROM THE POINT OF COMMENCEMENT LOCATED AT THE CORNER COMMON WITH SECTION 31, 32 AND 43 OF TOWNSHIP 14 SOUTH, RANGE 20 EAST, THERE IS PROCEED APPROXIMATELY 3669.35 FEET AND A BEARING OF S83°37'04.17"W TO THE POINT OF BEGINNING (O).
 BEGINNING (O).
 THENCE PROCEED S17°14'14.42"E A DISTANCE OF 142.70'
 THENCE PROCEED S41°20'14.72"E A DISTANCE OF 233.37'
 THENCE PROCEED N89°32'32.77"E A DISTANCE OF 101.16'
 THENCE PROCEED S00°45'53.08"E A DISTANCE OF 136.87'
 THENCE PROCEED S00°00'00.00"W A DISTANCE OF 136.87'
 THENCE PROCEED N15°27'19.27"W A DISTANCE OF 113.55'
 THENCE PROCEED N17°32'31.01"W A DISTANCE OF 163.51' TO THE POINT OF BEGINNING (O).
 COMPRISED OF APPROXIMATELY 0.861 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 DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS" PREPARED BY ANDREW D. SHREAD, P.L.S. 4330 STAMPED ON 2/28/21, REVISED ON FEBRUARY 24TH 2021, SHREAD-KUTNERMALL AND ASSOCIATES INC., BATON ROUGE, LOUISIANA.

CHEVRON U.S.A. INC. LAND DONATION TO ST. CHARLES PARISH DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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 COMPRISED OF APPROXIMATELY 0.861 ACRES MORE OR LESS AND MORE FULLY SHOWN ON THE PLAT ENTITLED "RESUBDIVISION SURVEY

**EXHIBIT A-1
THE LAND**

(TRACT 4)

A certain tract or portion of ground CONTAINING 0.9 ACRES, MORE OR LESS, being described as a portion of Lots 334 & 335 of the Sunset Drainage District and 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 Sunset Drainage District, in Section 31, Township 14 South, Range 20 East, Southeastern West of the Mississippi River Land District, 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 3669.35 feet and a bearing of S88°37'04.1"W to the Point of Beginning (2), Thence proceed a bearing of S89°55'02"E a distance of 21.10', Thence proceed a bearing of S13°49'14"E a distance of 142.70', Thence proceed a bearing of S41°20'15"E a distance of 226.57', Thence proceed a bearing of N89°52'33"E a distance of 101.16', Thence proceed a bearing of S00°45'53"E a distance of 136.87', Thence proceed a bearing of N90°00'00"E a distance of 192.61', Thence proceed a bearing of N00°06'48"E a distance of 196.86', Thence proceed a bearing of N43°57'19"W a distance of 118.55', Thence proceed a bearing of N11°32'23"W a distance of 166.51' to the Point of Beginning (2). Comprised of approximately 0.9 acres more or less and more fully shown on Correction to 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. 5087 on January 6th 2021, Shread-Kuyrkendall and Associates Inc., Baton Rouge, Louisiana.



Gina K. Lee
Assistant Secretary

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

I, **Gina K. Lee**, Assistant Secretary of **CHEVRON U.S.A. INC.**, a corporation duly organized under the laws of the Commonwealth of Pennsylvania (the "Corporation"), DO HEREBY CERTIFY that on July 24, 1992, the following resolutions were adopted by unanimous consent of the Board of Directors of the Corporation, as the same appear of record in the minute book of the Corporation:

"GENERAL AUTHORITY RESOLUTIONS

"RESOLVED: That any officer of this Corporation or any division thereof is 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 nonhydrocarbon 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 the 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

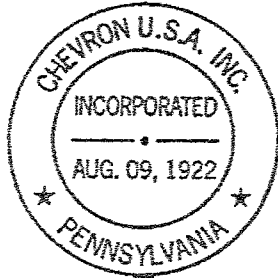
RESOLVED; That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance and be it further

RESOLVED; That any officer of this Corporation or 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[.]”

I FURTHER CERTIFY that the aforesaid resolutions are still in full force and effect and have not been amended or rescinded.

I FURTHER CERTIFY that **RYAN SCHNEIDER** has been duly elected, has been duly qualified, and this day is Assistant Secretary and Land Management Officer of this Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Corporation this 21st day of September, 2022.



A handwritten signature in cursive script, appearing to read "Gina K. Lee", written over a horizontal line.

Gina K. Lee
Assistant Secretary