

Dred.

2006-0355

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

ORDINANCE NO. 06-12-10

An ordinance to approve and authorize the execution of an Act of Donation by Chevron U.S.A. Inc. for the American Legion Ballpark property located at 1486 Highway 632 (WPA Road) Des Allemands.

WHEREAS, Chevron U.S.A. Inc. is the owner of a certain 22.678 acre tract of land located at 1486 Highway 632, WPA Road, Des Allemands, which has been known for many years as the American Legion Ballpark; and,

WHEREAS, Chevron U.S.A. Inc. has agreed to donate said Park property to St. Charles Parish, which property is shown as Lot 260A on a Plat recorded in Book 678, Page 7 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 WPA Road Ballpark and Recreation Center 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 American Legion Ballpark

CHAIRMAN: *Brian C. Far*

SECRETARY: *Richard J. Tucker*

DLVD/PARISH PRESIDENT: *December 5, 2006*

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Albert D. Laque*

RETD/SECRETARY: *December 5, 2006*

AT: *2:21 pm* RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON *December 12, 2006*

AS ENTRY NO. *325801*

IN MORTGAGE/CONVEYANCE BOOK

NO. *683* FOLIO *1*

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:

WPA Road Ballpark and Recreation Center Property: 22.678 acres of land, more or less, being all of Lot 260A, a resubdivision of the former Lots 259, 260, 261 and 262, of the Sunset Drainage District according to plat thereof recorded in Book 678, Page 7 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 \$ 565,000.00 .

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 the 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

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:

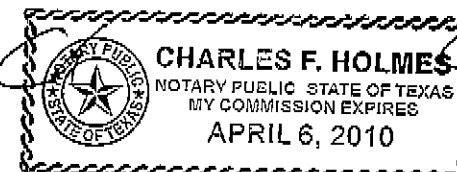
CHEVRON U.S.A. INC.

Witnesses:

George P. Kokolis
Name: George P. Kokolis

By: *Martin H. Forman*
Martin H. Forman
Assistant Secretary

Ann E. Wacker
Name: Ann E. Wacker


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

DONEE:

ST. CHARLES PARISH

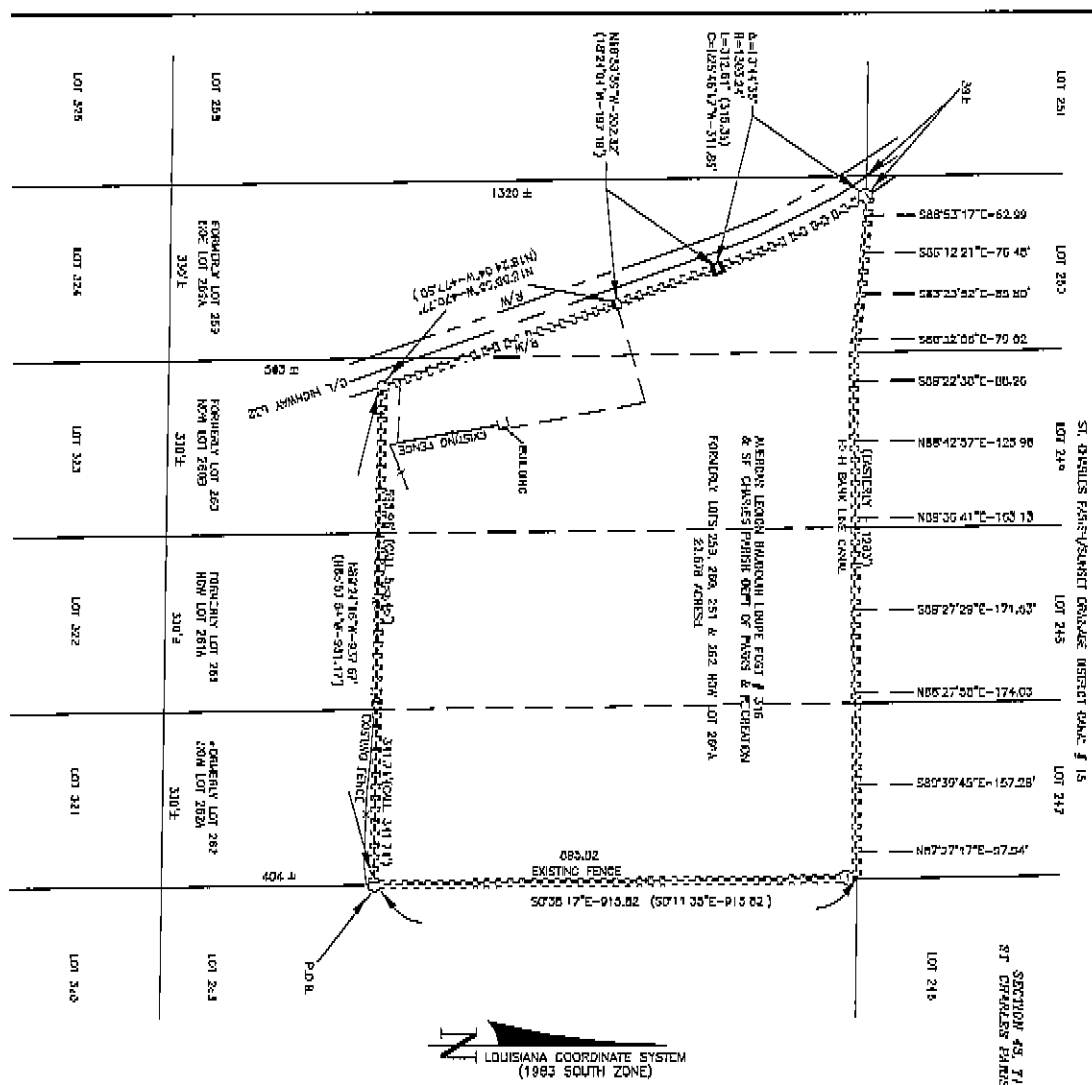
Carolyn Louviere
Name: Carolyn Louviere

By: *Albert D. Laque*
Albert D. Laque
Parish President

Timothy J. Vial
Name: Timothy J. Vial

Robert L. Raymond
NOTARY PUBLIC

ROBERT L. RAYMOND, NOTARY
BAR# 11408



DESCRIPTION OF LOT 240A:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 260A THENCE N89 DEG 24' 16"W - 937.67' TO A POINT, THENCE N18 DEG 56' 55"W - 470.77' TO A POINT, THENCE N18 DEG 53' 59"W - 202.32' TO A POINT, THENCE ALONG A LEFT CURVE HAVING A DELTA ANGLE OF 13 DEG 44' 36", A RADIUS OF 1303.24' FOR A LENGTH OF 312.61' TO A POINT, THENCE S88 DEG 53' 17"E - 62.99' TO A POINT, THENCE S86 DEG 12' 21"E - 76.48' TO A POINT, THENCE S83 DEG 23' 52"E - 85.80' TO A POINT, THENCE S86 DEG 32' 06"E - 79.02' TO A POINT, THENCE S89 DEG 22' 38"E - 88.26' TO A POINT, THENCE N88 DEG 42' 57"E - 125.98' TO A POINT, THENCE N89 DEG 36' 41"E - 163.13' TO A POINT, THENCE S89 DEG 27' 29"E - 171.63' TO A POINT, THENCE N88 DEG 27' 58"E - 174.03' TO A POINT, THENCE S89 DEG 39' 45"E - 157.28' TO A POINT, THENCE N87 DEG 27' 17"E - 97.94' TO A POINT, THENCE S0 DEG 38' 17"E - 915.82' TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 22.678 ACRES, MORE OR LESS.

Chevron North America Exploration & Production	EXHIBIT "A"
	DONATION TO ST. CHARLES PARISH WPA ROAD BALLPARK AND RECREATION CENTER
10/1/2006	

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.