

OKO

2006-0015

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 06-1-21

An ordinance to approve and authorize the execution of an Act of Donation and Acceptance for two Recreational Parks in Norco.

WHEREAS, Shell Oil Company, Motiva Enterprises, LLC Shell Chemical LP and SCOGI Louisiana Holdings LLC have constructed two Recreational Parks in Norco, on known as the Western Greenbelt Park at the site of the former Bethune High School between Cathy and Washington Streets and one known as the Eastern Greenbelt Park along the Norco Street and Goodhope Street at Fifth Street; and,

WHEREAS, it is the desire of the owners of the property to donate to St. Charles Parish said Parks and the improvements located thereon; and,

WHEREAS, it is the desire of the Parish Council to accept said Parks.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Donation and Acceptance by Motiva Enterprises, LLS, Shell Chemical, LP, Shell Oil Company and SCOGI Holdings, LLC to St. Charles Parish is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Act of Donation and Acceptance 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, RAMCHANDRAN, WALLS, BLACK, DUHE, MINNICH
NAYS: NONE
ABSENT: FABRE

And the resolution was declared adopted this 23rd day of January, 2006, to become effective five (5) days after publication in the Official Journal.

Acting CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: January 24, 2006
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Albert D. Laque
RETD/SECRETARY: January 25, 2006
AT: 12:10 pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH CLERK OF COURT OFFICE
ON April 17, 2006
AS ENTRY NO. 317286
IN MORTGAGE/CONVEYANCE BOOK
NO. 667 FOLI: 329

PARISH OF ST. CHARLES

BE IT KNOWN that, on the dates set forth hereinbelow, before the undersigned Notaries Public, and in the presence of the subscribing witnesses, personally came and appeared:

MOTIVA ENTERPRISES, LLC, a limited liability company organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana; herein represented by its undersigned officer, duly authorized, with a mailing address of 700 Milam Street, PNT, Houston, Texas 77002; and

SHELL CHEMICAL LP (formerly Shell Chemical Company), a limited partnership organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned officer, duly authorized, with a mailing address of 910 Louisiana, Houston, TX 77252-2463; and

SHELL OIL COMPANY, a corporation organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned officer, duly authorized, with a mailing address of 910 Louisiana, Houston, TX 77252-2463; and

SCOGI Louisiana Holdings LLC, a limited liability company organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned officer, duly authorized, with a mailing address of 910 Louisiana, Houston, TX 77252-2463

(herein collectively referred to as “Donors”),

who, being first duly sworn, did declare that Donors do, by these presents, irrevocably give, grant, confirm and donate, without any warranty or recourse of title, but with full

substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto:

ST. CHARLES PARISH, a political subdivision organized and existing under the laws of the State of Louisiana, herein represented by its undersigned President, Albert D. Laque, duly authorized, with a mailing address of 15045 River Road, Hahnville, Louisiana 70057; pursuant to Ordinance No. 06-1-21, adopted by the St. Charles Parish Council on January 23, 2006, a copy of which is attached hereto and made on part hereof (“Donee”);

all of their right, title and interest in and to the property described on Exhibit A attached hereto, including all the buildings and improvements located thereon. (Such property and improvements shall collectively be referred to herein as the “Property.”)

TO HAVE AND TO HOLD the Property unto Donee, its successors and assigns, forever.

This donation is given and accepted without any warranty whatsoever as to the condition or fitness of the Property for any purpose, whether express or implied, including, but not limited to, any warranties against redhibitory defects, and Donee declares that it has had ample opportunity to examine the Property in connection with the use the Donee intends to make of the Property, and that it accepts the Property “as-is,” “where-is,” and “with all faults.” Donee acknowledges and declares that neither Donors nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Donors, has made any direct, indirect, explicit or implicit statement, representation or declaration whether by written or oral statement or otherwise, and upon

which Donee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property. To the maximum extent allowed by law, Donee expressly waives the warranty against eviction, warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2475 and 2500, any other applicable state or federal law, and the jurisprudence thereunder. To the maximum extent allowed by law, Donee also waives any rights it may have in redhibition pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive, in connection with the Property. By its signature, Donee expressly acknowledges all such waivers and its exercise of Donee's right to waive warranty pursuant to Louisiana Civil Code Articles 2503 and 2548.

This donation is given and accepted subject to any and all restrictions, servitudes and other matters of record affecting the Property, including, without limitation, the restrictions and servitudes set forth in certain Declarations of Predial Servitudes executed by Donors, dated March 20, 2006 on file and of record in St. Charles Parish, Louisiana.

Donors declare that this donation is not a donation of all of their assets.

ALSO TO THESE PRESENTS comes Donee, who declares that it accepts this donation with gratitude and accepts delivery of the Property.

Donee shall defend, indemnify and save harmless Donors and their employees, officers and agents from and against all claims, suits, damages, costs (including attorney's fees) losses and expenses which they may hereafter suffer or pay out of reason of, resulting from or arising out of the operation or use of the Property .

All agreements herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.

This donation may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

STATE OF LOUISIANA

PARISH OF ST. CHARLES

THUS DONE AND SIGNED in the City of Hahnville, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with me, Notary, on this 6th day of March, 2006.

WITNESSES:

Timothy J. Vial
(Signature)
Timothy J. Vial
(Printed Name)

Lily A. Galland
(Signature)
Lily A. Galland
(Printed Name)

St. Charles Parish

By: Albert D. Laque
(Signature)
Albert D. Laque
(Printed Name)
Parish President
(Title)

[Signature]
(Notary Public - Signature)
Robert L. Raymond, Notary Public #11408
at my death.
(Commission Expires)

STATE OF Louisiana
Parish OF St. Charles

THUS DONE AND SIGNED in the City of Norco, State of
Louisiana, in the presence of the undersigned competent witnesses, who have
hereunto signed their names with me, Notary, on this 21st day of
March, 2006.

WITNESSES:

Lily A. Galland
(Signature)
Lily A. Galland
(Printed Name)

Elizabeth O. Deroche
(Signature)

Elizabeth O. Deroche
(Printed Name)

MOTIVA ENTERPRISES, LLC

By: [Signature]
(Signature)
Keith M. Casey
(Printed Name)
Refinery Manager
(Title)

[Signature]
(Notary Public - Signature)
at my death
(Commission Expires)

STATE OF TEXAS
COUNTY OF HARRIS

THUS DONE AND SIGNED in the City of Houston, State of Texas, in
the presence of the undersigned competent witnesses, who have hereunto signed their
names with me, Notary, on this 22nd day of February, 2006.

WITNESSES:

SHELL CHEMICAL LP

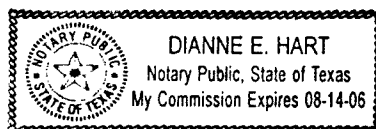
Robert Dunphy
(Signature)
Robert Dunphy
(Printed Name)

By: J. A. Ballard
(Signature)
J. A. Ballard
(Printed Name)
ATTORNEY IN FACT
(Title)

Faye Marbley
(Signature)
FAYE MARBLEY
(Printed Name)

Dianne E. Hart
(Notary Public - Signature)

8-14-06
(Commission Expires)



STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED in the City of Houston, State of Texas, in the presence of the undersigned competent witnesses, who have hereunto signed their names with me, Notary, on this 22nd day of February, 2006.

WITNESSES:

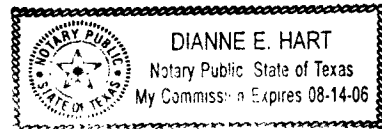
SHELL OIL COMPANY

Robert Dunphy
(Signature)
Robert Dunphy
(Printed Name)

By: J.A. Ballard
(Signature)
J.A. Ballard
(Printed Name)
DIRECTOR-CORPORATE REAL ESTATE
(Title)

Faye Marbley
(Signature)
FAYE MARBLEY
(Printed Name)

Dianne E. Hart
(Notary Public - Signature)
8-14-06
(Commission Expires)



STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED in the City of Houston, State of Texas, in the presence of the undersigned competent witnesses, who have hereunto signed their names with me, Notary, on this 22nd day of February, 2006.

WITNESSES:

SCOGI LOUISIANA HOLDINGS LLC

Robert D. Murphy
(Signature)
Robert Murphy
(Printed Name)

By: J. A. Ballard
(Signature)
J. A. Ballard
(Printed Name)
ATTORNEY IN FACT
(Title)

Faye Marbley
(Signature)
FAYE MARBLEY
(Printed Name)

Dianne E. Hart
(Notary Public - Signature)
8-14-06
(Commission Expires)

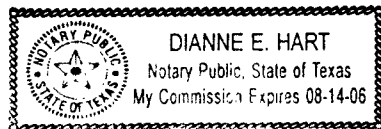


EXHIBIT A

ONE CERTAIN LOT OR PORTION OF GROUND, with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the **PARISH OF ST. CHARLES, STATE OF LOUISIANA**, in what is known as **NEW DIAMOND SUBDIVISION** of Diamond Plantation in the Southeast part of Section 5, T 12 S, R 8E, east of the River. According to a sketch of the Lucien C Gassen survey drawing dated October 8, 2004, said lot is designated by the NO.23 of SQUARE 16-A, which square is bounded by Washington Road, Second Street, Cathey Road and the right of way of the Illinois Central Gulf Railroad. Said Lot 23 measures 50' feet front on Washington Road, the same width in the rear, by a depth of 193'7"2" between equal and parallel lines and forms the corner of Washington Road and Second Street.

Further more fully described on a sketch of survey made by Lucien C Gassen, PLS. dated October 8, 2004".

SQUARE 16-A, NEW DIAMOND SUBDIVISION

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings, improvements, thereon, and all of the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, located in Section 5, Township 12 South, Range 8 East, in **St. Charles Parish, State of Louisiana**, designated as **SQUARE 16-A, NEW DIAMOND SUBDIVISION**, all in accordance with a plan of resubdivision by Lucien C. Gassen, PLS, dated February 13, 2004, which was approved by the Department of Planning and Zoning for St. Charles Parish and filed in the conveyance records for St. Charles Parish on June 8, 2004 in COB 637, folio 29, said Square 16-A being a resubdivision of the former Lots 1-22, Square 16, New Diamond Subdivision, and which is more fully described as follows:

SQUARE 16-A measures 544.60 feet front on Cathey Road (Cathy Road), has a width in the rear of 569.20 feet along Washington Road, has a depth along Illinois Central Gulf Railroad right of way of 394.32 feet and has a first depth on its opposite sideline along Second Street of 193.60 feet, at which point it has a second width along the rear of Lot 23 of 50 feet and a second depth along the northern boundary of Lot 23 of 193.60 feet.

SQUARE 15-A, NEW DIAMOND SUBDIVISION

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings, improvements, thereon, and all of the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, located in Section 5 Township 12 South, Range 8 East in **St. Charles Parish, State of Louisiana**, designated as **SQUARE 15-A, NEW DIAMOND SUBDIVISION**, all in accordance with a plan of resubdivision by Lucien C. Gassen, PLS, dated February 13, 2004, which was approved by the Department of Planning and Zoning for St. Charles Parish and filed in the conveyance records of St. Charles Parish on June 8, 2004 in COB 637, folio 29, said Square 15-A being a resubdivision of the former Lots 10, 11, 12, 13 and a portion of Lots 9 & 14 in Square 14, a portion of Second Street (closed) and Lots 1-18, Square 15, New Diamond Subdivision, and which is more fully described as follows:

Square 15-A measures 600 feet front on Cathey Road (Cathy Road), has a width in the rear along Washington Road of 600 feet, by a depth and front along Second Street of 387.21 feet, and a depth and front along Bethune Street of 387.21 feet.

LOT 11A, GOOD HOPE SUBDIVISION

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings, improvements, thereon, and all of the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Section 6, Township 12 South Range 8 East, in **St. Charles Parish, State of Louisiana**, designated as **LOT 11A, GOOD HOPE SUBDIVISION**, all in accordance with a plan of resubdivision by Lucien C. Gassen, PLS, dated May 17, 2004, which was approved by the Department of Planning and Zoning for St. Charles Parish and filed in the conveyance records of St. Charles Parish on June 8, 2004 in COB 637, folio 32, said Lot 11A being a resubdivision of the former Lots 11-33, Block "H," Good Hope Subdivision, and which is more fully described as follows:

LOT 11A measures 701 feet, 6 inches front on Norco Avenue, same width in the rear, by a depth and front along Fifth Street along 107 feet, 6 inches, and by a depth along its boundary with Lot 10, Block H, Good Hope Subdivision of 107 feet, 6 inches.

LOT 1A, GOOD HOPE SUBDIVISION

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings, improvements, thereon, and all of the rights, ways privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Section 6, Township 12, South, Range 8 East, in **St. Charles Parish, State of Louisiana**, designated as **LOT 1A, GOOD HOPE SUBDIVISION**, all in accordance with a plan of resubdivision by Lucien C. Gassen, PLS, dated May 17, 2004, which was approved by the Department of Planning & Zoning for St. Charles Parish and filed in conveyance records of St. Charles Parish on June 8, 2004 in COB 637, folio 32, said Lot 1A being a resubdivision of the former Lots 1, 2, 3, 4, & 5 in Block "F" and Block "I" of Good Hope Subdivision and which is more fully described as follows:

LOT 1A, measures 156 feet 11-7/8 inches front on Good Hope Street, same width in the rear, by a depth and front along Fifth Street of 235 feet and a depth on the opposite side line dividing it from Lot 6 of Block "F" and "I" of 235 feet.

West Side

DECLARATION OF PREDIAL SERVITUDES

BE IT KNOWN, that on the dates hereinafter set forth, before the undersigned Notaries Public and in the presence of the undersigned competent witnesses, personally came and appeared:

MOTIVA ENTERPRISES, LLC, a limited liability company organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana; herein represented by its undersigned officer, duly authorized, with a mailing address of 700 Milam Street, PNT, Houston, Texas 77002; and

SHELL CHEMICAL LP (formerly Shell Chemical Company), a limited partnership organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned officer, duly authorized, with a mailing address of 910 Louisiana, Houston, TX 77252-2463; and

SHELL OIL COMPANY, a corporation organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned officer, duly authorized, with a mailing address of 910 Louisiana, Houston, TX 77252-2463; and

(referred collectively herein as "Declarants");

who declared as follows:

WHEREAS, Declarants are the owners of undivided interests in the land described on Exhibit "A" attached hereto (the "Plant Site") and the land described on Exhibit "B" attached hereto (the "Park Property"); in each case together with the buildings and improvements located thereon; and

WHEREAS Declarants desire to grant and establish by destination of the owner a predial servitude affecting the Park Property in favor of the Plant Site.

NOW THEREFORE, in consideration of the benefits to accrue to each Parcel and the respective Owners and tenants of each Parcel, by virtue of these presents, Declarants do hereby declare, covenant and agree as follows (which declaration, covenants and agreements are referred to as this "Declaration"):

1. Definitions. The following terms shall have the meanings specified below:

"Owner" means each individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, government agency or other entity now or hereafter owning all or any portion of the Parcels and their respective grantees and successors-in-interest.

"Permittee" means the tenant(s), subtenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers and invites of: (i) the Owner of such Parcel, and/or (ii) such tenant(s), subtenant(s) or occupant(s).

"Parcel" means the Plant Site or the Park Property, as the context requires, and "Parcels" collectively shall mean both of such Parcels.

2. Servitudes.

2.1 Use Restrictions. Declarants do hereby grant, establish and create for the benefit of the Plant Site and the Plant Site Owner and Permittees the following perpetual servitude burdening the Park Property:

The Park Property shall be used for the purpose of a public park for recreational purposes and shall be used for no other purpose, including, without limitation any residential purpose. The Park Property shall be operated and maintained in a neat, clean and safe condition and free of any nuisance. The Park Property shall be open to the public free of charge. No significant physical alterations shall be made to the Park Property without the prior written consent

of the Plant Site Owner. The foregoing servitude shall exist in perpetuity.

2.2 Access to Plant Site. Declarants do hereby grant, establish and create for the benefit of the Plant Site and the Owners and Permittees of the Plant Site a perpetual non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over, across and upon the Park Property.

2.3 Utilities. Declarants do hereby grant, establish and create for the benefit of the Plant Site and the Owners and Permittees of the Plant Site a perpetual servitude under, over, across and on the Park Property for the purpose of operating, utilizing, maintaining, repairing and replacing existing and future pipes, lines, pipelines, structures, facilities and appurtenances for the transportation of water, sewer, communications, electricity, television, gases, liquids and other substances and utilities. The width of such servitude areas shall be limited to the outside diameter or other dimensions of such lines, facilities and improvements; and such servitude rights shall additionally include the non-exclusive right of access over and across the Park Property as may be reasonably necessary to enable the benefitted Owner or Permittee to access, maintain, repair and replace such lines, facilities and improvements.

3. Covenants Run With the Land. The Park Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the predial servitudes hereby granted and established. From and after the conveyance of all or a portion of a Parcel by the then current Owner, such then current Owner shall be released from all duties or obligations under this Declaration to the extent of the Parcel or portion thereof conveyed and the transferee acquiring title to such Parcel or portion thereof shall be responsible for such duties and obligations by virtue of becoming the Owner of the Parcel or portion thereof; provided, however, that an Owner transferring title to all or a portion of a Parcel shall not be released from any liabilities, damages, or other claims resulting from such Owner's failure to comply with its duties and obligations under this Declaration prior to such conveyance.

4. Successors and Assigns. This Declaration and the servitudes, covenants, benefits, and obligations created hereby shall inure to the benefit of and be binding upon each Owner and its assigns, heirs, grantees and successors-in-interest.

5. Injunctive Relief. In the event of any violation or threatened violation of any provision in this Declaration by any Owner or Permittee of any portion of a Parcel,

each Owner shall have the right, in addition to any other remedies that may be available, at law or in equity, to enjoin such violation or threatened violation.

6. Modification. This Declaration shall not be modified in any respect whatsoever or rescinded, in whole or in part, except with the unanimous written consent of then current Owners of the Parcels.

7. Not a Public Dedication. Except as expressly provided in this Declaration, nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

8. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

9. Waiver of Default. No waiver of any default by any Owner will be implied from the failure of another Owner to take any action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such waiver. One or more waivers of any default in the performance of any provision of this Declaration shall not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to be a waiver or render unnecessary to the consent to or approval of any subsequent similar act or request.

10. Severability. In the event any of the provisions, or portions thereof, of this Declaration are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED at Houston, Texas on this 22nd day of February, 2006, in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

Robert Dunphy
(Signature)
Robert Dunphy
(Printed Name)

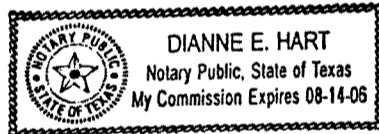
Faye Marbley
(Signature)
FAYE MARBLEY
(Printed Name)

SHELL CHEMICAL LP

By: J.A. Ballard
(Signature)
J.A. Ballard
(Printed Name)
ATTORNEY IN FACT
(Title)

Dianne E. Hart
(Notary Public - Signature)

8-14-06
(Commission Expires)



STATE OF Louisiana
PARISH OF S. Charles

THUS DONE AND SIGNED at Norco, Louisiana on this
21st day of March, 2006, in the presence of the undersigned competent
witnesses and Notary Public.

WITNESSES:

Lily A. Galland
(Signature)
Lily A. Galland
(Printed Name)

Elizabeth O. Deroche
(Signature)

Elizabeth O. Deroche
(Printed Name)

MOTIVA ENTERPRISES, LLC

By: K. M. Casey
(Signature)
Keith M. Casey
(Printed Name)
Refinery Manager
(Title)

Gregory A. Miller
(Notary Public - Signature)

at my death
(Commission Expires)

Gregory A. Miller, Notary Public
LSBA #19063

STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED at Houston, Texas on this 22nd day of February, 2006, in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

Robert Dunphy
(Signature)
Robert Dunphy
(Printed Name)

Faye Marbley
(Signature)
FAYE MARBLEY
(Printed Name)

SHELL OIL COMPANY

By: J.A. Ballard
(Signature)
J.A. Ballard
(Printed Name)
DIRECTOR - CORPORATE REAL ESTATE
(Title)

Dianne E. Hart
(Notary Public - Signature)

8-14-06
(Commission Expires)

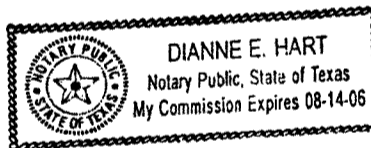


EXHIBIT A

Description of Plant Site

A CERTAIN TRACT OR PORTION OF LAND, located in Sections 3, 4, and 5, Township 12 South, Range 8 East, Southeastern Land District Louisiana, adjacent to the East boundary of the Bonnet Carre Spillway and being part of Diamond Plantation in the PARISH of ST. CHARLES, State of Louisiana, on the left descending bank of the Mississippi River, being more particularly described as follows:

From the intersection of the extension of the East boundary of the BONNET CARRE SPILLWAY and the bank of the MISSISSIPPI RIVER, the POINT OF BEGINNING, proceed North 10 degrees 29 minutes 22 seconds East along the extension of the East Boundary of the BONNET CARRE SPILLWAY, a distance of 1725.70 feet to the point of intersection in the East boundary of the BONNET CARRE SPILLWAY, marked by a 5 ½ inch brass U.S. monument; thence North 27 degrees 14 minutes 22 seconds East along the east boundary of the BONNET CARRE SPILLWAY, a distance of 1763.81 feet to a point; Thence S73 degrees 36 minutes 55 seconds E a distance of 219.67 feet to a point; Thence S16 degrees 36 minutes 57 seconds W a distance of 119.67 feet to a point; Thence S73 degrees 40 minutes 30 seconds E a distance of 105.33 feet to a point; Thence S16 degrees 31 minutes 54 seconds W a distance of 130.73 feet to a point; Thence S73 degrees 43 minutes 06 seconds E a distance of 242.92 feet to a point; Thence N16 degrees 23 minutes 39 seconds E a distance of 25.36 feet to a point; Thence S73 degrees 34 minutes 46 seconds E a distance of 152.92 feet to a point; Thence S16 degrees 47 minutes 47 seconds W a distance of 214.50 feet to a point; Thence S73 degrees 37 minutes 02 seconds E a distance of 110.09 feet to a point; Thence along a curve to the left having a radius of 395.00 feet an arc distance of 421.51 feet; Thence N45 degrees 54 minutes 40 seconds E a distance of 207.59 feet to a point; Thence along a curve to the left having a radius of 724.00 feet an arc distance of 67.92 feet to a point; Thence N27 degrees 41 minutes 21 seconds E a distance of 165.00 feet to a point; Thence S62 degrees 25 minutes 38 seconds E a distance of 240.01 feet to a point on the Westerly right-of-way line of WASHINGTON ROAD; thence South 16 degrees 30 minutes 07 seconds West along the Westerly boundary of WASHINGTON ROAD, a distance of 2655.90 feet to a point on the Northerly right-of-way line of LOUISIANA HIGHWAY 48 also known as RIVER ROAD; thence continue South 16 degrees 30 minutes 07 seconds West along the projected Westerly right-of-way line of WASHINGTON ROAD a distance of 548 feet, more or less, to the bank of the MISSISSIPPI RIVER; thence Southwesterly along the bank of the MISSISSIPPI RIVER, a distance of 1785 feet, more or less, to the POINT OF BEGINNING. Together with all property in front of or on the river side of the above described portion of ground and more particularly all batture and highway right-of-way.

EXHIBIT B

Description of Park Property

ONE CERTAIN LOT OR PORTION OF GROUND, with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the **PARISH OF ST. CHARLES, STATE OF LOUISIANA**, in what is known as **NEW DIAMOND SUBDIVISION** of Diamond Plantation in the Southeast part of Section 5, T 12 S, R 8E, east of the River. According to a sketch of the Lucien C Gassen survey drawing dated October 8, 2004, said lot is designated by the NO.23 of SQUARE 16-A, which square is bounded by Washington Road, Second Street, Cathey Road and the right of way of the Illinois Central Gulf Railroad. Said Lot 23 measures 50' feet front on Washington Road, the same width in the rear, by a depth of 193'7"2" between equal and parallel lines and forms the corner of Washington Road and Second Street.

Further more fully described on a sketch of survey made by Lucien C Gassen, PLS. dated October 8, 2004".

SQUARE 16-A, NEW DIAMOND SUBDIVISION

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, located in Section 5, Township 12 South, Range 8 East, in **St. Charles Parish, State of Louisiana**, designated as **SQUARE 16-A, NEW DIAMOND SUBDIVISION**, all in accordance with a plan of resubdivision by Lucien C. Gassen, PLS, dated February 13, 2004, which was approved by the Department of Planning and Zoning for St. Charles Parish and filed in the conveyance records for St. Charles Parish on June 8, 2004 in COB 637, folio 29, said Square 16-A being a resubdivision of the former Lots 1-22, Square 16, New Diamond Subdivision, and which is more fully described as follows:

SQUARE 16-A measures 544.60 feet front on Cathey Road (Cathy Road), has a width in the rear of 569.20 feet along Washington Road, has a depth along Illinois Central Gulf Railroad right of way of 394.32 feet and has a first depth on its opposite sideline along Second Street of 193.60 feet, at which point it has a second width along the rear of Lot 23 of 50 feet and a second depth along the northern boundary of Lot 23 of 193.60 feet.

SQUARE 15-A, NEW DIAMOND SUBDIVISION

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, located in Section 5, Township 12 South, Range 8 East in **St. Charles Parish, State of Louisiana**, designated as **SQUARE 15-A, NEW DIAMOND SUBDIVISION**, all in accordance with a plan of resubdivision by Lucien C. Gassen, PLS, dated February 13, 2004, which was approved by the Department of Planning and Zoning for St. Charles Parish and filed in the conveyance records of St. Charles Parish on June 8, 2004 in COB 637, folio 29, said Square 15-A being a resubdivision of the former Lots 10, 11, 12, 13 and a portion of Lots 9 & 14 in Square 14, a portion of Second Street (closed) and Lots 1-18, Square 15, New Diamond Subdivision, and which is more fully described as follows:

Square 15-A measures 600 feet front on Cathey Road (Cathy Road), has a width in the rear along Washington Road of 600 feet, by a depth and front along Second Street of 387.21 feet, and a depth and front along Bethune Street of 387.21 feet.

East Side

DECLARATION OF PREDIAL SERVITUDES

BE IT KNOWN, that on the dates hereinafter set forth, before the undersigned Notaries Public and in the presence of the undersigned competent witnesses, personally came and appeared:

MOTIVA ENTERPRISES, LLC, a limited liability company organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana; herein represented by its undersigned officer, duly authorized, with a mailing address of 700 Milam Street, PNT, Houston, Texas 77002; and

SHELL CHEMICAL LP (formerly Shell Chemical Company), a limited partnership organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned officer, duly authorized, with a mailing address of 910 Louisiana, Houston, TX 77252-2463; and

SHELL OIL COMPANY, a corporation organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned officer, duly authorized, with a mailing address of 910 Louisiana, Houston, TX 77252-2463; and

SCOGI Louisiana Holdings LLC, a limited liability company organized under the laws of Delaware, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned officer, duly authorized, with a mailing address of 910 Louisiana, Houston, TX 77252-2463

(referred collectively herein as "Declarants");

who declared as follows:

WHEREAS, Declarants are the owners of undivided interests in the land described on Exhibit "A" attached hereto (the "Plant Site") and the land described on Exhibit "B" attached hereto (the "Park Property"); in each case together with the buildings and improvements located thereon; and

WHEREAS Declarants desire to grant and establish by destination of the owner a predial servitude affecting the Park Property in favor of the Plant Site.

NOW THEREFORE, in consideration of the benefits to accrue to each Parcel and the respective Owners and tenants of each Parcel, by virtue of these presents, Declarants do hereby declare, covenant and agree as follows (which declaration, covenants and agreements are referred to as this "Declaration"):

1. Definitions. The following terms shall have the meanings specified below:

"Owner" means each individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, government agency or other entity now or hereafter owning all or any portion of the Parcels and their respective grantees and successors-in-interest.

"Permittee" means the tenant(s), subtenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers and invites of: (i) the Owner of such Parcel, and/or (ii) such tenant(s), subtenant(s) or occupant(s).

"Parcel" means the Plant Site or the Park Property, as the context requires, and "Parcels" collectively shall mean both of such Parcels.

2. Servitudes.

2.1 Use Restrictions. Declarants do hereby grant, establish and create for the benefit of the Plant Site and the Plant Site Owner and Permittees the following perpetual servitude burdening the Park Property:

The Park Property shall be used for the purpose of a public park for recreational purposes and shall be used for no other purpose, including, without limitation any residential purpose. The Park Property shall be operated and maintained in a neat, clean and safe condition and free of any nuisance. The Park Property shall be open to the public free of charge. No significant physical alterations shall be made to the Park Property without the prior written consent of the Plant Site Owner. The foregoing servitude shall exist in perpetuity.

2.2 Access to Plant Site. Declarants do hereby grant, establish and create for the benefit of the Plant Site and the Owners and Permittees of the Plant Site a perpetual non-exclusive servitude of passage and ingress and/or egress (but not parking), both vehicular and pedestrian, over, across and upon the Park Property.

2.3 Utilities. Declarants do hereby grant, establish and create for the benefit of the Plant Site and the Owners and Permittees of the Plant Site a perpetual servitude under, over, across and on the Park Property for the purpose of operating, utilizing, maintaining, repairing and replacing existing and future pipes, lines, pipelines, structures, facilities and appurtenances for the transportation of water, sewer, communications, electricity, television, gases, liquids and other substances and utilities. The width of such servitude areas shall be limited to the outside diameter or other dimensions of such lines, facilities and improvements; and such servitude rights shall additionally include the non-exclusive right of access over and across the Park Property as may be reasonably necessary to enable the benefitted Owner or Permittee to access, maintain, repair and replace such lines, facilities and improvements.

3. Covenants Run With the Land. The Park Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the predial servitudes hereby granted and established. From and after the conveyance of all or a portion of a Parcel by the then current Owner, such then current Owner shall be released from all duties or obligations under this Declaration to the extent of the Parcel or portion thereof conveyed and the transferee acquiring title to such Parcel or portion thereof shall be responsible for such duties and obligations by virtue of becoming the Owner of the Parcel or portion thereof; provided, however, that an Owner transferring title to all or a portion of a Parcel shall not be released from any liabilities, damages, or other claims resulting from such Owner's failure to comply with its duties and obligations under this Declaration prior to such conveyance.

4. Successors and Assigns. This Declaration and the servitudes, covenants, benefits, and obligations created hereby shall inure to the benefit of and be binding upon each Owner and its assigns, heirs, grantees and successors-in-interest.

5. Injunctive Relief. In the event of any violation or threatened violation of any provision in this Declaration by any Owner or Permittee of any portion of a Parcel, each Owner shall have the right, in addition to any other remedies that may be available, at law or in equity, to enjoin such violation or threatened violation.

6. Modification. This Declaration shall not be modified in any respect whatsoever or rescinded, in whole or in part, except with the unanimous written consent of then current Owners of the Parcels.

7. Not a Public Dedication. Except as expressly provided in this Declaration, nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

8. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

9. Waiver of Default. No waiver of any default by any Owner will be implied from the failure of another Owner to take any action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such waiver. One or more waivers of any default in the performance of any provision of this Declaration shall not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to be a waiver or render unnecessary to the consent to or approval of any subsequent similar act or request.

10. Severability. In the event any of the provisions, or portions thereof, of this Declaration are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

STATE OF Louisiana
Parish OF St. Charles

THUS DONE AND SIGNED at Norco, Louisiana on this
21st day of March, 2006, in the presence of the undersigned competent
witnesses and Notary Public.

WITNESSES:

MOTIVA ENTERPRISES LLC

Lily A. Galland
(Signature)
Lily A. Galland
(Printed Name)

By: Keith M. Casey
(Signature)
Keith M. Casey
(Printed Name)
Refinery Manager
(Title)

Elizabeth O. Deroche
(Signature)
Elizabeth O. Deroche
(Printed Name)

Gregory A. Miller
(Notary Public - Signature)
at my death
(Commission Expires)

Gregory A. Miller, Notary Public
LSBA #18063

STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED at Houston, Texas on this 22nd day of February, 2006, in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

SHELL CHEMICAL LP

Robert Murphy
(Signature)
Robert Murphy
(Printed Name)

By: [Signature]
(Signature)
J.P. Ballard
(Printed Name)
ATTORNEY IN FACT
(Title)

Faye Marbley
(Signature)
FAYE MARBLEY
(Printed Name)

Dianne E. Hart
(Notary Public - Signature)

8-14-06
(Commission Expires)



STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED at Houston, Texas on this 22nd day of February, 2006, in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

SHELL OIL COMPANY

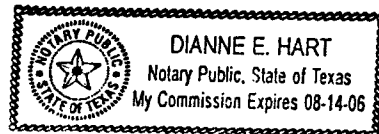
Robert Dunphy
(Signature)
Robert Dunphy
(Printed Name)

By: J. A. Ballard
(Signature)
J. A. Ballard
(Printed Name)
DIRECTOR - CORPORATE REAL ESTATE
(Title)

Faye Marbley
(Signature)
FAYE MARBLEY
(Printed Name)

Dianne E. Hart
(Notary Public - Signature)

8-14-06
(Commission Expires)



STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED at Houston, Texas on this 22nd day of February, 2006, in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

SCOGI LOUISIANA HOLDINGS LLC

Robert Dunphy
(Signature)
Robert Dunphy
(Printed Name)

Faye Marbley
(Signature)
FAYE MARBLEY
(Printed Name)

By: [Signature]
(Signature)
Ben A. Ballard
(Printed Name)
Attorney-in-fact
(Title)

Dianne E. Hart
(Notary Public - Signature)

8-14-06
(Commission Expires)

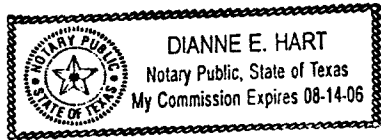


EXHIBIT A

Description of Plant Site

PROPERTY DESCRIPTION- SHELL NORCO EAST SITE DESIGNATED AS LOT S-1, LOCATED BETWEEN THE ILLINOIS GULF CENTRAL RAILROAD AND THE KANSAS CITY SOUTHERN RAILROAD:

A CERTAIN TRACT OF LAND, in Section 6, Township 12 South, Range 8 East, in the PARISH OF ST. CHARLES, State of Louisiana, on the left descending bank of the Mississippi River, designated as **LOT S-1** on a plan of resubdivision by Lucien C. Gassen, PLS, dated March 29, 1996 and registered in COB 508, folio 804 of the records of St. Charles Parish, being more particularly described as follows:

From the intersection of the Northerly right-of-way line of the Illinois Central Gulf Railroad and the Westerly boundary of Shell Oil Company's East Site, the **POINT OF BEGINNING**, proceed North 16 degrees 13 minutes 54 seconds East a distance of 3013.72 feet to the Southerly right-of-way line of the Kansas City Southern Railroad; thence North 50 degrees 04 minutes 33 seconds East along the Southerly right-of-way line of the Kansas City Southern Railroad, a distance of 69.85 feet to a point of the Easterly side of 1st Street; thence south 14 degrees 15 minutes 03 seconds West along the Easterly side of 1st Street, a distance of 114.97 feet; thence South 08 degrees 04 minutes 22 seconds West, a distance of 584.44 feet; thence South 06 degrees 32 minutes 58 seconds West, a distance of 150 feet; thence South 00 degrees 43 minutes 11 seconds East, a distance of 80 feet; thence South 17 degrees 56 minutes 27 seconds West, a distance of 245 feet; thence South 15 degrees 36 minutes 18 seconds West, a distance of 280 feet; thence South 13 degrees 06 minutes 38 seconds West, a distance of 95 feet; thence South 16 degrees 14 minutes 13 seconds West, a distance of 525.06 feet to the Northerly side of 26th Avenue; thence South 73 degrees 47 minutes 59 seconds East along the Northerly side of 26th Avenue, a distance of 473.04 feet to a point on the Westerly side of 9th Street; thence North 16 degrees 12 minutes 23 seconds East along the Westerly side of 9th Street, a distance of 1781.63 feet to a point on the Southerly right-of-way line of the Kansas City Southern Railroad; thence South 50 degrees 04 minutes 33 seconds East, along the Southerly right-of-way line of the Kansas City Southern Railroad right-of-way line a distance of 2852.47 feet to a point on the Easterly side of 55th Street; thence South 29 degrees 59 minutes 28 seconds West along the Easterly side of 55th Street, a distance of 540.95 feet; thence South 39 degrees 27 minutes 19 seconds West, a distance of 40 feet; thence South 66 degrees 23 minutes 41 seconds West, a distance of 24 feet; thence South 17 degrees 54 minutes 35 seconds West, a distance of 85 feet; thence South 27 degrees 02 minutes 54 seconds West, a distance of 238.80 feet; thence North 47 degrees 04 minutes 47 seconds West along the Southerly side of 26th Avenue, a distance of 253.03 feet; thence North 51 degrees 56 minutes 35 seconds West, a distance of 230 feet; thence North 56 degrees 41 minutes 20 seconds West, a distance of 85 feet

to a point on the Easterly side of 39th Street; thence South 16 degrees 40 minutes 45 seconds West along the Easterly side of 39th Street, a distance of 647.01 feet; thence North 73 degrees 52 minutes 07 seconds West along the Southerly side of 20th Avenue, a distance of 592.30 feet; thence North 16 degrees 09 minutes 54 seconds East along the Westerly side of 29th Street, a distance of 651 feet to a point on the Southerly side of 25th Avenue; thence North 73 degrees 49 minutes 12 seconds West along the Southerly side of 26th Avenue, a distance of 1188.18 feet to a point on the Easterly side of 11th street; thence South 16 degrees 15 minutes 19 seconds West along the Easterly side of 11th Street, a distance of 518.03 feet to a point on the Southerly side of 22nd Avenue; thence North 73 degrees 51 minutes 09 seconds West along the Southerly side of 22nd Avenue, a distance of 73.52 feet to a point on the Easterly side of 9th Street; thence South 16 degrees 12 minutes 23 seconds West along the Easterly side of 9th Street, a distance of 508.10 feet to a point on the Northerly right-of-way line of the Illinois Central Gulf Railroad; thence North 62 degrees 28 minutes 25 seconds West along the Northerly right-of-way line of the Illinois Central Gulf Railroad, a distance of 707.52 feet to the **POINT OF BEGINNING**, containing 107.894 acres.

EXHIBIT B

Description of Park Property

LOT 11A, GOOD HOPE SUBDIVISION

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Section 6, Township 12 South, Range 8 East, in **St. Charles Parish, State of Louisiana**, designated as **LOT 11A, GOOD HOPE SUBDIVISION**, all in accordance with a plan of resubdivision by Lucien C. Gassen, PLS, dated May 17, 2004, which was approved by the Department of Planning and Zoning for St. Charles Parish and filed in the conveyance records of St. Charles Parish on June 8, 2004 in COB 637, folio 32, said Lot 11A being a resubdivision of the former Lots 11-33, Block "H," Good Hope Subdivision, and which is more fully described as follows:

LOT 11A measures 701 feet, 6 inches front on Norco Avenue, same width in the rear, by a depth and front along Fifth Street of 107 feet, 6 inches, and by a depth along its boundary with Lot 10, Block H, Good Hope Subdivision of 107 feet, 6 inches.

LOT 1A, GOOD HOPE SUBDIVISION

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings, improvements, thereon, and all of the rights, ways privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Section 6, Township 12, South, Range 8 East, in **St. Charles Parish, State of Louisiana**, designated as **LOT 1A, GOOD HOPE SUBDIVISION**, all in accordance with a plan of resubdivision by Lucien C. Gassen, PLS, dated May 17, 2004, which was approved by the Department of Planning & Zoning for St. Charles Parish and filed in conveyance records of St. Charles Parish on June 8, 2004 in COB 637, folio 32, said Lot 1A being a resubdivision of the former Lots 1, 2, 3, 4, & 5 in Block "F" and Block "T" of Good Hope Subdivision and which is more fully described as follows:

LOT 1A, measures 156 feet 11-7/8 inches front on Good Hope Street, same width in the rear, by a depth and front along Fifth Street of 235 feet and a depth on the opposite side line dividing it from Lot 6 of Block "F" and "T" of 235 feet.