

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. \_\_\_\_\_ adopted by the St. Charles Parish Council on \_\_\_\_\_, 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 \_\_\_\_\_ (“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 29<sup>th</sup> 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.**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Printed Name: Ryan Schneider

\_\_\_\_\_

Its: Land Management Officer

Print Name: \_\_\_\_\_

**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 \_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission is for life.

\_\_\_\_\_

Notary Public

**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**DONEE: ST. CHARLES PARISH**

By:

\_\_\_\_\_

Printed Name: Matthew Jewell

Its: Parish President

**STATE OF LOUISIANA**

**PARISH OF ST. CHARLES**

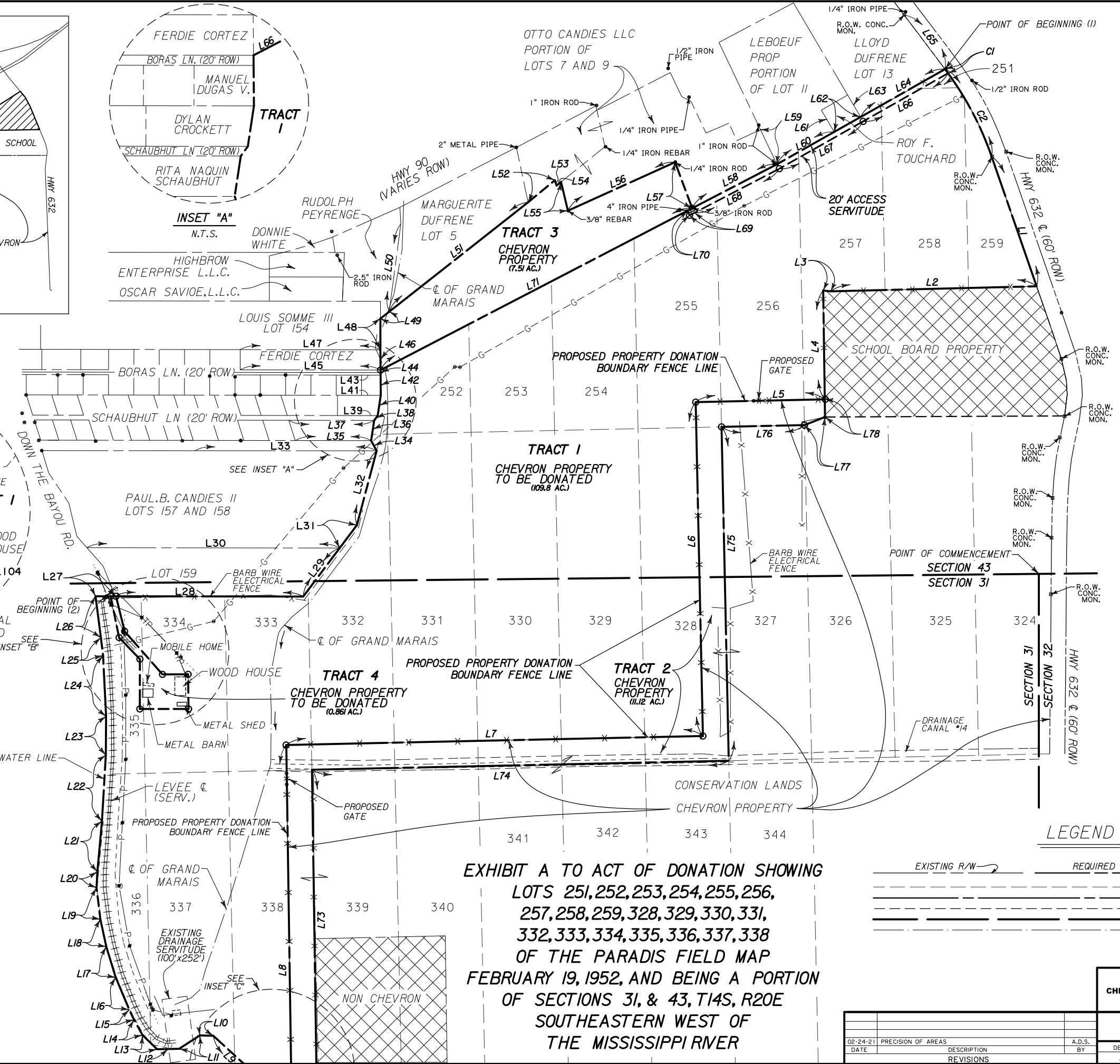
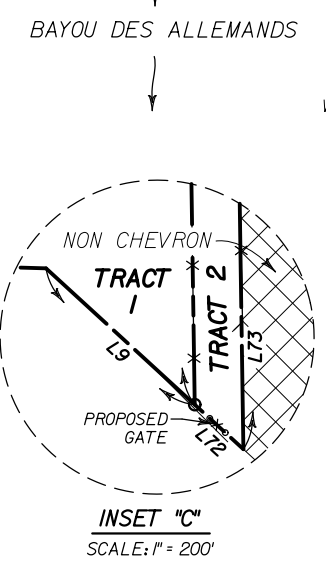
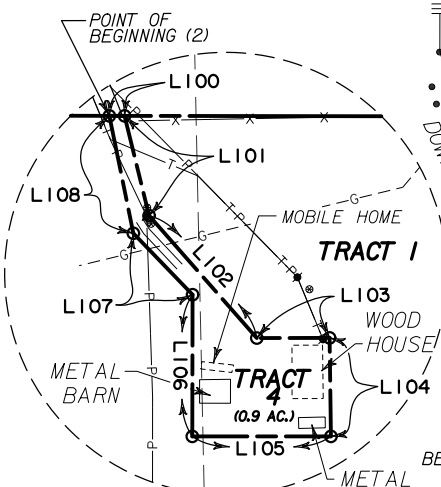
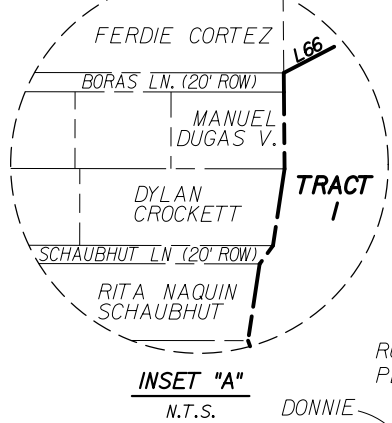
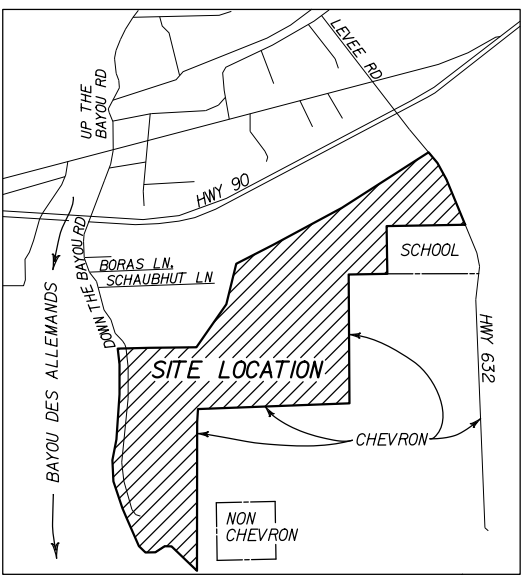
On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, Notary Public for the above Parish and State, and the witnesses above, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of the Parish of St. Charles, Louisiana, and that the foregoing instrument 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 \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
**NOTARY PUBLIC**

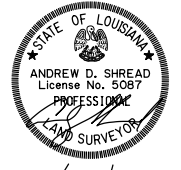
S:\CADD\89279 CHEVRON PROP SURVEY\EXHIBIT-A (2-18-21)\001 Chevron Property Map Donation.dgn 2/26/2021 10:45

SCALE: 1"=200'



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

I, HEREBY, CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AS OF THE DATE, AS STIPULATED BY "STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS" AS ADOPTED BY LOUISIANA STATE BOARD OF REGISTRATION FOR ENGINEERS AND LAND SURVEYORS FOR CLASSIFICATION D SURVEYS.



02/22/21

ANDREW D. SHREAD  
PROFESSIONAL LAND SURVEYOR #5087

**LEGEND**

- EXISTING R/W —
- REQUIRED R/W —
- RIGHT OF WAY LINE
- LOT LINE
- APPARENT PROPERTY LINE
- SERVITUDE LINE
- SECTION LINE
- & OF GRAND MARAIS
- SET 1/2" (0.042) IRON PIPE
- FOUND PROPERTY CORNER

**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 SOUTHEASTERN WEST OF THE MISSISSIPPI RIVER**

DATE	PRECISION OF AREAS	DESCRIPTION	A.D.S. BY
02-24-21			
		REVISIONS	

**EXHIBIT A TO ACT OF DONATION**  
**CHEVRON U.S.A. INC. LAND DONATION TO ST. CHARLES PARISH**  
**DES ALLEMANDS, LOUISIANA**

DESIGNED	DRAWN	CHECKED	APPROVED
A.D.S.	D.B.S.	R.R.S.	A.D.S.

SHREAD - KUYRKENDALL & ASSOC.  
ENGINEERS - SURVEYORS - PLANNERS  
BATON ROUGE, LOUISIANA





**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 6<sup>th</sup> 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 21<sup>st</sup> day of September, 2022.



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

Gina K. Lee  
Assistant Secretary