

Recd.

2006-0396

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 06-12-19

An ordinance to approve and authorize the execution of an Act of Donation of Immovable Property with Dedication and Grant of Servitudes by BP Products North America, Inc.

WHEREAS, St. Charles Parish has been working with BP Products North America, Inc. to secure a site in the Plantation Business Campus in Destrehan to construct a new East Bank Regional Library; and,

WHEREAS, the Parish, the Library Board, and BP have reached an agreement on a certain 5.18 acre tract of land along the future West Campus Drive and Destrehan Boulevard; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Donation of Immovable Property with Dedication and Grant of Servitude by BP Products North America, Inc. 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 18th day of December, 2006, to become effective five (5) days after publication in the Official Journal.

Act of Donation - BP Products North America

CHAIRMAN: Brian C. Far

SECRETARY: Barbara Jacob Lecker

DLVD/PARISH PRESIDENT: December 19, 2006

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Albert D. Laque

RETD/SECRETARY: December 19, 2006

AT: 11:45 RECD BY: BJT

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON December 20, 2006
AS ENTRY NO. 326061
IN MORTGAGE/CONVEYANCE BOOK
NO. 683 FOLIO 323

ACT OF DONATION OF IMMOVABLE
PROPERTY WITH DEDICATION
AND GRANT OF SERVITUDES

UNITED STATES OF AMERICA

STATE OF ILLINOIS
COUNTY OF DUPAGE

BY
BP PRODUCTS NORTH AMERICA INC.

STATE OF LOUISIANA
PARISH OF ST. CHARLES

IN FAVOR OF
PARISH OF ST. CHARLES, LOUISIANA

BE IT KNOWN, that on this 6th day of December, 2006, but effective as of Effective Date, defined below, before me, the undersigned Notary Public, duly commissioned and qualified, in and for the County of DuPage and the State of Illinois, in the presence of the two undersigned competent witnesses, personally came and appeared:

BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, having its address at 4101 Winfield Road, Warrenville, Illinois 60555, herein appearing through Elizabeth S. Yordanoff its duly authorized representative (hereinafter, together with its successors and assigns, "BP") (last four digits of its federal taxpayer identification number are: 0313); and

BE IT KNOWN, that on this 18th day of December, 2006, but effective as of the Effective Date, before me, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles and the State of Louisiana, in the presence of the two undersigned competent witnesses, personally came and appeared:

PARISH OF ST. CHARLES, LOUISIANA, a political subdivision, whose address is P.O. Box 302, 15045 River Road, Hahnville, LA 70057, herein appearing through and represented by Albert D. Laque, its undersigned Parish President, duly authorized by Ordinance # 06-12-19 of the St. Charles Parish Council adopted on December 18, 2006 as evidenced by the certified copy attached hereto and made part hereof (hereinafter, together with its successors and assigns, "Donee") (last four digits of its federal taxpayer identification number are: 1208),

who, after being duly sworn, did hereby declare as follows:

RECITALS.

WHEREAS, BP is the owner of a certain parcel of property located in the Parish of St. Charles, State of Louisiana, more fully described in Exhibit "A" attached hereto and made a part hereof (the "Library Property," provided that after the construction of buildings and improvements on the parcel of property described on Exhibit "A," the term "Library Property," will include the buildings and improvements located on that parcel at the time the reference becomes operative);

WHEREAS, BP is the owner of a separate parcel of contiguous property located in St. Charles Parish, Louisiana, more fully described on Exhibit "B," which is attached hereto and made a part hereof (the "Street Property," provided that after the construction of improvements on the parcel of property described on Exhibit "B," the term "Street Property," will include the improvements located on the Street Property at the time the reference becomes operative);

WHEREAS, BP has agreed to donate and transfer the Library Property and the Street Property to Donee, subject to the Permitted Title Matters (as defined below), and Donee will (i) construct the Library Property initially as a library for the use and enjoyment of the public, and shall thereafter use the Library Property for a use that is an industrial or commercial use, as more fully described below, and (ii) accept the donation of the Street Property and its dedication as a public road, initially construct the Street Property as a public road or street, and thereafter use,

maintain, repair, and replace the Street Property as a public road or street by Donee, all as more fully set out in this Act;

WHEREAS, Donee wishes to accept such donation of the Library Property and the Street Property subject to the Permitted Title Matters, its performance of its agreements and obligations set out herein, and the other terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows.

DEFINITIONS. The following terms shall have the following meanings when used in this Act.

"Act" or **"Donation"** means this Act of Donation of Immovable Property With Dedication and Grant of Servitudes, together with any amendments hereto.

"BP's Successors" means all future owners of each of the Dominant Parcels, or any part thereof, and all persons leasing or holding any right, title, or interest in any of the Dominant Parcels, or any part thereof, as well as all successors and assigns of BP as an entity, individually and collectively.

"Claim" means any claim, notice, notification, demand, directive, citation, summons, order, complaint or assessment.

"Dominant Parcels" shall mean each of the parcels of property more fully described on Exhibit "C," which is attached hereto and made a part hereof.

"Donee Persons" means Donee and Donee's Successors, or any of them, or any of their respective subtenants, licensees, occupants, employees, representatives, contractors, agents, or invitees.

"Donee's Successors" means individually and collectively, each of Donee's tenants, licensees, occupants, transferees, successors, and assigns with respect to the Library Property or the Street Property, or both of them, and each of their tenants, licensees, occupants, transferees, successors, and assigns, and each future owner of the Library Property or the Street Property, or both of them, and each part thereof, and each person leasing or holding any right, title, or interest in the Library Property or the Street Property, or both of them, or any part thereof, commencing with the Effective Date.

"Effective Date" means December 18, 2006.

"Environment" means ambient air, surface soil, subsurface soil, surface water, groundwater, sediment and land, and all flora and fauna therein or thereon.

"Engineering Control" means any mechanism to contain or stabilize contamination or ensure the effectiveness of a Remedial Action, including without limitation, caps, covers, dikes, trenches, leachate or free product collection systems, signs, fences and physical controls.

"Environmental Agency" means the LDEQ, the United States Environmental Protection Agency ("USEPA"), and all other federal, regional, state, county, parish, or local governmental agencies or authorities authorized or having jurisdiction to enforce Environmental Laws, together with all successors to such agencies and authorities.

"Environmental Agreements and Documents" mean the documents listed on Exhibit "D," which is attached hereto and made a part hereof.

"Environmental Conditions" mean any pollution or contamination or threatened pollution or contamination of, or the Release or threatened Release of, Hazardous Materials, into the Environment, whether known or unknown or first occurring or existing prior to or after the Effective Date.

other public libraries in St. Charles Parish, all at Donee's sole cost and expense, and (iii) after the end of the Library Use Period, use of the Library Property as "industrial/commercial" property as defined in the Louisiana Risk Evaluation and Corrective Action Program ("RECAP"), LAC 33:1.1307, and any future similar standards that may be promulgated by governmental authorities with jurisdiction over the Library Property from time to time, AND FOR NO PROHIBITED USES OR ANY OTHER OR FURTHER USES.

"Permitted Street Property Use" means Donee's construction and completion of a Public Street on the entirety of the Street Property on or before the last day of the eighteenth (18th) full month after the Effective Date, that is concrete curbed, properly drained, and of a construction and quality that is the same as East Campus Drive (also known as Campus Drive East), Destrehan, in St. Charles Parish, Louisiana, all in accordance with the St. Charles Parish Subdivision Design Standards for Public Streets of that type; (ii) after the completion of the Public Street on the Street Property, at its expense, and for no less than ninety-nine (99) years after the Effective Date, Donee's use, operation, repair, replacement, and maintenance of the Street Property and the Public Street constructed on it as a public road or street within the meaning of La. R.S. Section 48:491 that is dedicated to and at all times available for use for vehicular traffic by the general public, that is opened, laid out, and constructed by Donee at its expense in accordance with the St. Charles Parish Subdivision Design Standards for public roads that are the same as East Campus Drive, Destrehan as described above, or better quality public streets and roads, and that is patched, resurfaced, restriped, kept up, maintained, and worked regularly by Donee at its expense in accordance with the same standards that it maintains its other asphalt Public Streets, AND FOR NO PROHIBITED USES OR ANY OTHER OR FURTHER USES.

"Permitted Uses" or "Permitted Use" means (i) the Permitted Library Property Use with respect to the Library Property and (ii) the Permitted Street Property Use with respect to the Street Property.

"Permitted Title Matters" means the title matters set out on Exhibit "E," together with the Servitudes (as defined below), and the other covenants, restrictions, obligations, and rights set out herein, and any and all other matters affecting title whatsoever.

"Prohibited Use" means use of the Library Property for any use other than the Permitted Library Property Use or the use of the Street Property at any time for a use other than for the Permitted Street Property Use. Without limiting the generality of the foregoing, "Prohibited Use" shall mean use of the Property for any use other than an as "industrial/commercial" property as defined above. This prohibition includes use for or as (i) human habitation on a permanent or temporary/intermittent basis; (ii) a nursing home, congregate care or other senior or assisting living facility; (iii) hotel, motel, or other lodging facility; (iv) jail, juvenile detention centers; (v) day care, child or adult; (vi) hospital, hospice; (vii) school, fraternity, or sorority; (viii) zoo, animal shelter, animal treatment or care facility, kennel, horse boarding or riding stable; (ix) food processing facility; (x) greenhouse, plant nursery; (xi) farm or livestock housing; (xii) overnight camping, recreational vehicle park or mobile home location; (xiii) swimming; (xiv) fishing, hunting or trapping; (xv) dry cleaners; (xvi) chemical manufacturing facility; (xvii) facilities for the storage of petroleum (or derivatives thereof), chemicals, or Hazardous Materials, or waste products; or (xviii) any other use as "non-industrial" property as defined in the RECAP, LAC 33:1.1307, or any future similar standards that may be promulgated by governmental authorities with jurisdiction over the property from time to time or that may be included in a restriction that may be placed of record by the LDEQ or another Environmental Agency (the specifically described Prohibited Uses in (i) through (xviii) above shall not limit in any way the general prohibition on use for any use other than for the specific Permitted Uses set out in this Act).

"Property" means the immovable property described in Exhibit "A" and the immovable property described on Exhibit "B," together with all buildings, improvements, plantings and other constructions thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or appertaining.

"Public Street" means a public road or street, within the meaning of La. R.S. Section 48:491, that is dedicated to and at all times available for use for vehicular traffic by the general public, that is opened, laid out, and constructed by Donee at its expense in accordance with the St. Charles Parish Subdivision Design Standards for roads that are of a construction and quality that is the same as East Campus Drive (also known as Campus Drive East), Destrehan, in St. Charles, Louisiana, or better quality, public streets and roads, and that is patched, resurfaced, restriped, kept up, maintained, and worked regularly by Donee at its expense in accordance with the same standards under which it maintains its other public streets and roads that are concrete curbed, properly drained, and of a construction and quality that is the same as or better than East Campus Drive (also known as Campus Drive East), Destrehan, in St. Charles Parish, Louisiana.

"Release" means any intentional or unintentional release, discharge, burial, spill, leaking, pumping, pouring, emitting, emptying, injection, disposal or dumping into the Environment.

"Remedial Action" means any and all: (i) investigations of Environmental Conditions of any kind or nature whatsoever, including site assessments, site investigations, remedial investigations, soil, groundwater, surface water, sediment sampling or monitoring; or (ii) actions of any kind or nature whatsoever taken to remove, abate or remediate Environmental Conditions, including the use, implementation, application, installation, operation or maintenance of removal actions, in-situ or ex-situ remediation technologies applied to the surface or subsurface soils, encapsulation or stabilization of soils, excavation and on-site or off-site treatment or disposal of soils, systems for the recovery and/or treatment of groundwater or free product, Engineering Controls or Institutional Controls.

"Street Property Obligations" means all of Donee's obligations with respect to the Street Property set out in this Act.

"Third Party Claim" shall mean a Claim issued or asserted by a third party.

All other capitalized terms used in this Donation will have the meanings assigned to them in this Donation.

DONATION AND ACCEPTANCE. Subject to and conditioned on the agreements of Donee herein contained, and subject to the Permitted Title Matters, BP does hereby donate the Property to Donee, and Donee is here present, accepting and acknowledging this Donation and the due delivery thereof.

TO HAVE AND HOLD the Property unto Donee forever, subject to the Obligations and Donee's agreements herein contained, BP's rights herein reserved, and the Permitted Title Matters.

DONEE'S WAIVER OF WARRANTIES AS TO TITLE. This Donation is made without any warranties or representations of title or peaceable possession, either express or implied, and Donee expressly waives any and all warranties of title under La. Civ. Code arts. 2475 and 2500-2571 (to the extent that these articles apply to this Act), with Donee hereby acknowledging that it is accepting the title to the donated Property subject to the Permitted Title Matters, and at its own peril and risk. Donee further waives any and all causes of action for damages (except those amounts payable under those circumstances expressly set out in this Act) arising out of any eviction or dispossession of Donee, in whole or in part. In addition, Donee hereby expressly waives any and all rights of substitution and subrogation that Donee may have with respect to any and all of rights and actions of warranty BP has or may have against any and all of BP's predecessors in title.

DONEE'S WAIVER OF WARRANTIES AS TO THE PROPERTY'S CONDITION. Donee has inspected the Property and is aware of and satisfied with its current title and condition. The Property is being donated "As Is, Where Is," and this donation is made without any warranties or representations by BP whatsoever, whether express or implied, with respect to the condition of the Property or any of its components, parts or contents or with respect to the fitness of the Property or any of its components, parts or contents for use as a Library or Public

Street or any other particular or general use, purpose or condition. BP hereby expressly disclaims and Donee hereby expressly waives any and all warranties whatsoever, either oral or written, expressed or implied, made by BP or any other person or entity or implied by law with respect to the Property, with the warranties waived herein including, without limitation, any and all warranties of title or as to zoning or governmental restrictions affecting the Property, any and all warranties as to the condition of the Property or any of its components or parts or contents or any improvements, fixtures, or equipment forming a part thereof, any and all warranties with respect to the fitness or suitability of the Property for use as a Library or Public Street or any other particular or general use or purpose, any and all warranties with respect to the presence or suspected presence of any rodent or insect infestations, including subterranean or other termites or wood boring organisms, or the presence or suspected presence of mold, mildew, or fungal or other biological or microbial growths, any and all warranties that the Property has access to any public roads or streets or complies with any laws, and any and all warranties with respect to the condition of the Property under La. Civ. Code art. 2475 (to the extent that this article applies to this Act), and any and all warranties whatsoever under La. Civ. Code arts. 2477 through 2548 (to the extent that these articles apply to this Act) or any other provision of law. Donee expressly acknowledges the foregoing and waives any and all right or cause of action that Donee has or may have to rescind or resolve this transfer or to demand a reduction in purchase price based upon the existence of any redhibitory (to the extent that this concept applies to donations) or other vices, defects, or other deficiencies in the Property or any improvements, fixtures, or equipment forming a part thereof, based upon the unsuitability of the Property or any of its components or parts for use as a Library or Public Street or any other use, or based upon any other claimed breach of warranty or other matter whatsoever, this transfer being entirely at Donee's sole peril and risk. Donee acknowledges and agrees that the foregoing disclaimers and waiver of warranties have been fully explained to Donee and that Donee understands the same. Donee and BP jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of this Act and the same would not otherwise have been entered into or consummated without them.

DONEE HEREBY ACKNOWLEDGES THAT THE LARGER PARCEL WAS USED FOR THE REFINING, STORAGE, AND DISTRIBUTION OF PETROLEUM PRODUCTS AND OTHER RELATED HEAVY INDUSTRIAL USES FOR MORE THAN 40 YEARS AND THAT A PORTION OF THE PROPERTY IS SUBJECT TO CERTAIN RESTRICTIONS OF RECORD RECORDED AS SET OUT ON EXHIBIT "E" TO THIS ACT, AND DONEE WAIVES ALL RIGHTS AND CLAIMS IN CONNECTION WITH THIS PRIOR USE AND ANY ENVIRONMENTAL CONDITIONS ON OR ABOUT THE PROPERTY THAT RESULT FROM THIS USE. Donee further acknowledges that on this date, it is possible that the soil, groundwater and other environmental media at and adjacent to the Property are polluted or contaminated with various Hazardous Materials, including petroleum related materials, chlorinated solvents and semivolatile and volatile organic compounds, arising from the former use and operation of the Property and the Larger Parcel; and that the existing known Environmental Conditions include surface and subsurface soil contamination and the presence of groundwater contamination and free product beneath the Property. The environmental conditions of the Property and the Larger Parcel were delineated of record in the Environmental Agreements and Documents, which are of record with the LDEQ, and with other documents maintained of record at the LDEQ.

In accepting the Property "as is" and waiving all warranties with respect to it, Donee accepts the Property's Environmental Conditions, whether known or unknown. BP shall have the right to exercise sole authority with respect to the pace, manner and scope of BP's investigations, including site assessments, site investigations, remedial investigations, soil, groundwater, surface water, sediment sampling or monitoring, and, other actions of any kind or nature whatsoever taken to remove, abate or remediate Environmental Conditions.

Without limiting the generality of the foregoing general waivers with respect to the Property's condition set out above, Donee hereby expressly waives and releases BP and covenants not to sue BP with respect to, and shall require each of Donee's Successors to waive and release and covenant not to sue BP with respect to, any and all Losses and Claims, including without limitation, Claims under Environmental Laws, and claims for business losses, loss of profits, or other consequential damages, and all other rights, remedies or causes of action that Donee or any of Donee's Successors may have now or in the future or that may arise against BP under laws, including, without limitation, Environmental Laws, or any other theory of liability,

with respect to (a) the inability of Donee to use the Property for the Permitted Uses, or (b) any environmental matters of any kind or nature whatsoever respecting the Property occurring or existing prior to or after the Effective Date, including but not limited to, Environmental Conditions on, at, under or emanating from the Property, or any Remedial Action that BP may elect to perform on the Property after the Effective Date, or the requirements of any Environmental Laws, as well as any claims, demands, causes or rights of action, in reimbursement, contribution, or otherwise, that Donee has or may have against BP arising out of damages, losses or liabilities incurred by or imposed on BP or its successors or assigns based upon the existence of any asbestos and/or polychlorobiphenyl (PCB), and/or chlorinated solvents, and/or petroleum, including crude oil and any fraction thereof, and/or any other Hazardous Materials in, on or under the Property or the Larger Parcel of which the Property formed a part.

DONEE'S CONSTRUCTION AND OTHER OBLIGATIONS WITH RESPECT TO LIBRARY PROPERTY. By its acceptance of BP's donation of the Library Property and the Street Property, Donee hereby binds itself as follows: (i) at its expense, on the Library Property, Donee shall construct and equip a Library generally as shown on Exhibit "F," which is attached hereto and made a part hereof, and shall complete this Library and open it to the public on or before the fifth (5th) anniversary of the Effective Date, (ii) Donee shall use the Library Property as a Library actively and continuously during the Library Use Period, and throughout this Library Use Period, Donee shall perform all maintenance, repairs, and replacements on the Library Property that it customarily performs on the other public libraries in St. Charles Parish, all at Donee's sole cost and expense, and (iii) after end of the Library Use Period, Donee shall use the Library Property for a Permitted Library Property Use, but not for a Prohibited Use.

DEDICATION OF STREET PROPERTY AS PUBLIC STREET; DONEE'S CONSTRUCTION AND OTHER OBLIGATIONS WITH RESPECT TO STREET PROPERTY. BP and Donee hereby dedicate the Street Property to use as a Public Street, Donee hereby accepts this dedication, and Donee hereby acknowledges and agrees that BP's donation of the Street Property was solely and completely for Donee's construction of a Public Street on the Street Property as provided below and its use of the Street Property only as a Public Street. Donee hereby recites that it has determined that the dedication, construction, use, maintenance, repair, and replacement of the Street Property as a Public Street will further the best interests of St. Charles Parish and its street and road system. By its acceptance of BP's donation of the Street Property and the Library Property, Donee hereby binds itself as follows: (i) at its expense, Donee shall construct and complete on the entirety of the Street Property on or before the last day of the eighteenth (18th) full month after the Effective Date, a concrete curbed, and properly drained, public road that is similar to East Campus Drive (also known as Campus Drive East), Destrehan, in St. Charles Parish, Louisiana, or of better quality, Public Street in accordance with the St. Charles Parish Subdivision Design Standards for Public Streets of that type; (ii) after the completion of the Public Street on the Street Property, at its expense, and for no less than ninety-nine (99) years after the Effective Date (the "Street Use Period"), Donee shall use, operate, repair, replace, and maintain the Street Property and the Public Street constructed on it as a public road or street within the meaning of La. R.S. Section 48:491, that is dedicated to and at all times available for use for vehicular traffic by the general public, that is opened, laid out, and constructed by Donee at its expense in accordance with the St. Charles Parish Subdivision Design Standards for asphalt and concrete curbed and properly drained, or better quality, public streets and roads, and that is patched, resurfaced, restriped, kept up, maintained, and worked regularly by Donee at its expense in accordance with the same standards to which it maintains its other asphalt Public Streets. Donee shall not use the Street Property for any use that is not expressly set out in this paragraph. BP and Donee hereby declare that the Public Street to be constructed by Donee on the Street Property will be known and designated as "Campus Drive West."

DONEE'S ADDITIONAL ENVIRONMENTAL COVENANTS AND OBLIGATIONS WITH RESPECT TO THE PROPERTY. Donee covenants that (a) Donee shall at its sole cost and expense comply with all Environmental Laws applicable to the Property and all activities conducted at the Property; (b) Donee shall not Manage any Hazardous Materials on the Property, or conduct or authorize the same, including installation of any aboveground or underground storage tanks; (c) Donee shall not take or permit any action that would subject the Property to permit requirements under Environmental Laws, including without limitation under RCRA, for the storage, treatment, or disposal of Hazardous Materials; (d) Donee shall not

intentionally or unintentionally Release or cause or permit the Release of Hazardous Materials on, at or under the Property, including without limitation into any drains, sewers, or other piping used for the conveyance of sanitary wastewater or stormwater; (e) Donee shall keep the Property free from the presence of any Hazardous Materials; and (f) Donee shall at its sole cost and expense arrange for the lawful transportation, storage and off-site disposal of those Hazardous Materials that it may discover on the Property in the course of its construction.

If Donee discovers Hazardous Materials on the Property in the course of its construction, Donee shall notify BP immediately upon this discovery, shall obtain BP's permission with respect to the way in which to Manage these Hazardous Materials and shall provide BP with copies of all manifests and other documents associated with the transport, storage and off-site disposal of such Hazardous Materials.

After the date of this Act, Donee shall promptly provide BP with copies of all documents in Donee's possession, custody or control, including without limitation all reports, proposals, work plans, field and laboratory data, summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and any other communications, written or oral, actual or threatened, from any Environmental Agency or other third party, concerning or relating to any environmental matters respecting the Property, or any activities conducted at the Property, including without limitation with respect to (a) any Release of any Hazardous Materials on, at, under or from the Property; (b) the imposition of any lien on the Property pursuant to Environmental Laws; or (c) any alleged violation of or non-compliance with any Environmental Laws. BP and BP's employees, agents, consultants and contractors shall have the right to enter the Property and conduct inspections or tests, including without limitation invasive environmental sampling, and to request that Donee provide BP with copies of reports and the results of tests, transportation and disposal contracts for Hazardous Materials, permits issued under Environmental Laws and any other documents in Donee's possession, custody or control in order to determine or evaluate Donee's compliance with its obligations under this Act. In no event shall wells be dug on or about the Property or shall the groundwater on or about the Property be used for any purpose. Donee shall provide appropriate construction worker precautions to its contractors.

As to any Remedial Actions that BP has performed or will perform from and after the Effective Date at or in connection with the Property, Donee hereby consents, covenants and agrees as follows:

- (i) Donee shall not make proposals or comment on BP's proposals to the Environmental Agency for any Remedial Actions, unless requested in writing by BP, or Donee has agreed in a writing acceptable in form and substance to BP to pay any increased costs resulting from the implementation of its proposals or comments;
- (ii) Donee shall not interfere in any way with any Remedial Action selected by BP;
- (iii) As requested by BP, Donee shall execute documents required to enable the implementation of the Remedial Actions selected by BP, including permit applications, notices to be placed of public record under Environmental Laws or other recordable instruments placing of record the existence of elevated concentrations of Hazardous Materials in the surface or subsurface soil or groundwater on, at, under or emanating from the Property or the Larger Parcel of which it formed a part or the existence of any Institutional Control, Engineering Control or other non-permanent remedy, or in order to establish any use restrictions with respect to the Property; and
- (iv) Donee shall ensure and obtain all necessary consents or other authorization of any other occupant of the Property, including without limitation any Donee Persons, required to enable the implementation of any Remedial Action selected by BP.

In constructing the buildings and other constructions on the Property and in making any attendant excavations: (a) Donee shall pay all development costs and expenses, including, but not limited to, all site preparation and soil and water handling costs and expenses; (b) Donee

shall not excavate, remove, or otherwise disturb in any way any soil, without first obtaining BP's consent to the methods to be used in and the plans and specifications for the excavation, removal, and other disturbance of the soil, which may not be unreasonably withheld by BP; (c) if BP withholds its consent to the excavation, removal, or other disturbance of soils, then Donee will not excavate, remove, or otherwise disturb soil in this area; and (d) if BP gives its consent to the excavation, removal, or disturbance of soil, then Donee shall perform this work at its sole cost and expense, but in strict accordance with all requirements imposed by BP, the LDEQ, and all Environmental Laws, including, without limitation, all requirements with respect to the investigation, remediation, removal, disposal and replacement of soil, water and Hazardous Materials, and Donee shall notify BP of its work and allow BP, at BP's option, to observe it.

Notwithstanding anything to the contrary in this Act, if Donee satisfies all of its obligations with respect to any construction to be undertaken by Donee or any other action to be taken by Donee in which there will be any excavation or soil will be disturbed in any respect, including, without limitation, its obligation to give BP reasonable prior notice of this construction or other excavation, its obligation to permit BP to have a representative present and to direct the soil production and disposal, then if Donee discovers soil contaminated with Hazardous Materials on the Property and if these Hazardous Materials resulted from the former operations of BP (this soil is the "BP Contaminated Soil"), then BP will reimburse the Donee for the incremental cost to dispose of the BP Contaminated Soil at an appropriate disposal facility.

Donee shall defend, indemnify and hold harmless BP from and against any and all Claims and Third Party Claims imposed on, incurred by or asserted against BP or for which BP may be liable or obligated arising from: (i) the failure of any Donee Persons to comply with any of the provisions of this Donation, (ii) any Release of Hazardous Materials on, at, under, or emanating from the Property first occurring after the Effective Date caused by any of the Donee Persons; and (iii) any exacerbation or disturbance after the Effective Date of any Environmental Conditions on, at, under, or emanating from the Property caused by any of the Donee Persons (other than the excavation and disposal of BP Contaminated Soil as provided in the immediately preceding sentence).

SERVITUDES. Donee, on its behalf and on behalf of all of Donee's Successors, does hereby impose on the Property for a period of ninety-nine (99) years from the date of this Act, the personal and predial servitudes and donation restrictions that the Library Property Obligations, the Street Property Obligations and all other Obligations shall be performed, that the Property shall be used for the Permitted Uses only, and that neither the Property nor any part thereof shall at any time, now or in the future, during the ninety-nine (99) year term of this Act, be leased, used, or occupied for human habitation on a permanent or temporary/intermittent basis, or otherwise for a Prohibited Use, and, without limiting the generality of the Prohibited Uses, that no dwellings, apartments, or other buildings or other improvements or other installations intended to be used as dwellings, residences or other places of human habitation on a permanent or temporary/intermittent basis shall be constructed or installed on the Property (this is part of the "Prohibited Use" but does not limit its definition). The predial and personal servitudes granted and restrictions imposed in this paragraph are the "Use Servitudes."

In addition, Donee and Donee's Successors hereby grant BP, its employees, agents, representatives, consultants and contractors the license, right of way, personal and predial servitude, and other rights (all at BP's option, and in its sole discretion) to monitor, sample, and inspect the soil and water on the Property, to take soil and ground water samples on the Property, to install, maintain, and sample monitoring wells on the Property (provided that BP either plugs and abandons or removes these monitoring wells when BP deems their use complete), to take other Remedial Actions on the Property, and to exercise BP's other rights under this Act. If BP elects, in its sole discretion, to perform remediation, testing, inspecting the installation of monitoring wells, on the Property, Donee hereby grants BP, its employees, agents, representatives, consultants, and contractors, the license, right of way, servitude, and other rights (all at BP's option, and in its sole discretion) to enter the Property and perform work on the Property for the purpose of this remediation, to bring any equipment and tools that BP deems to be necessary onto the Property, to conduct any and all environmental investigations, testing, inspection, corrective action and other Remedial Actions that BP deems necessary or desirable on the Property in order to determine and/or reduce levels of any Hazardous Materials on the Property (the "Post-Donation Environmental Work"). For purposes of any Post-Donation Environmental Work that BP elects to perform in its sole and absolute discretion, and for the

purpose of BP's exercise of its other rights under this Act, Donee hereby grants BP, its employees, agents, representatives, consultants, and contractors, the full and unimpeded rights of ingress and egress and access to, on, over, and upon the Property, as well as reasonable access to the electrical power connections on the Property (subject to BP's payment for all electrical power used by BP), that are necessary for the Post-Donation Environmental Work or for BP's exercise of its other rights under this Act. The licenses, rights of way, and predial and personal servitudes granted in this paragraph are the "Access Servitudes," and the Use Servitudes and Access Servitudes are collectively, the "Servitudes." **Notwithstanding anything to the contrary in the foregoing, BP shall have no obligation whatsoever to perform any inspections, investigations, remediation, Remedial Actions or other testing or work on the Property, environmental or otherwise, and Donee hereby waives all rights and claims against BP if it does not do so.**

The Servitudes, which constitute personal and predial servitudes, restrictions, rights, and licenses and which are described in the immediately preceding two paragraphs of this Donation, shall be binding on Donee and Donee's Successors, and each of them, and shall accrue to the benefit of BP and BP's Successors, and each of them, throughout the ninety-nine (99) year term of the Servitudes and other obligations imposed on Donee and rights granted to BP in this Donation. The immediately preceding two paragraphs of this Donation create not only personal servitudes and restrictions that accrue to the benefit of BP and each of BP's Successors and that will continue to accrue to the benefit of each of BP's Successors even if any or all of the Dominant Parcels cease to be owned by BP, but these Servitudes also create predial servitudes in which Donee, as predial servitude grantor and owner of the two parcels of Property, which are both servient estates, on behalf of Donee and Donee's Successors, and each of them, hereby declares and establishes for the benefit of (i) BP and each of BP's Successors that are future lessees and owners of the Dominant Parcels or any of them, and holders of all right, title, and interest in the Dominant Parcels or any of them, which are the predial servitude grantees and beneficiaries, and (ii) each of the Dominant Parcels, as a dominant estate, a 99-year predial servitude that neither the Property nor any part of it will be used for the Prohibited Use and that BP and each of BP's Successors and their respective agents, employees, representatives, consultants, and contractors, shall have the right to enter upon the Property and perform the actions on the Property described as the Access Servitudes in the immediately preceding paragraph. Donee hereby acknowledges that these predial servitudes granted under Louisiana law, burden the Property as the servient estates and benefit each of the Dominant Parcels as a dominant estate.

In addition to its other rights and remedies under Louisiana law, BP and BP's Successors, and each of them, may obtain specific performance or an injunction, and/or exercise any or all of their other rights or remedies under this Act or Louisiana law, against Donee and Donee's Successors, or any of them, if Donee and Donee's Successors, or any of them, violates any of the provisions of this Act.

Without permitting Donee's transfer of the Property, in addition to their other obligations under this Donation, and without limiting the personal and predial servitudes and restrictions granted in this Donation, Donee and Donee's Successors shall be obligated to include in each lease, sale, and other document in which it leases, sells, encumbers, or otherwise grants to any other person or entity a right or interest in or right to occupy or use the Property or any part thereof (any such lease, sale, encumbrance, or other grant is a "Transfer," and each such person or entity is a "Transferee") (a) Servitudes binding on the Transferee and its successors and assigns identical to this Servitudes section of this Act, and the full text of the sections entitled **DONEE'S CONSTRUCTION AND OTHER OBLIGATIONS WITH RESPECT TO LIBRARY PROPERTY; DEDICATION OF STREET PROPERTY AS A PUBLIC STREET; DONEE'S CONSTRUCTION AND OTHER OBLIGATIONS WITH RESPECT TO STREET PROPERTY; DONEE'S ADDITIONAL ENVIRONMENTAL COVENANTS AND OBLIGATIONS WITH RESPECT TO THE PROPERTY;** and **SERVITUDES**, including the definitions of the capitalized terms used in those sections, with the Transferee and its successors and assigns being bound to all of Donee's obligations therein with respect to the transferred property, as well as additional provisions in which BP and each of BP's Successors is given the right to enforce those provisions by injunction, specific performance, and all other remedies, all in favor of BP and BP's Successors (the "Required Servitudes Provisions"), and (b) a provision obligating each Transferee (each of Donee's Successors) to require each such Transferee's Transferees to include the Required Servitudes Provisions in each Transfer and to

stipulate that they are binding on these Transferees and their successors and assigns and to require its Transferees to, in turn, obligate all future Transferees to include in their Transfers the Required Servitudes Provisions, so that all documents in which the Property or any part thereof or interest therein is sold, leased, or encumbered, or otherwise transferred includes these Servitudes and all provisions establishing these Servitudes in favor of BP and BP's Successors and includes an obligation to include these Servitudes and all provisions establishing these Servitudes in favor of BP and BP's Successors in all Transfers. All mortgages and encumbrances shall be subject to this Donation and the Servitudes granted in it.

This Donation shall create personal and predial servitudes and restrictions, and other real and personal rights in favor of BP and BP's Successors, and shall run with the land and bind Donee and Donee's Successors, and each of them.

BP agrees to repair any damage to any improvements made by the Donee on the Property in accordance with this Act if this damage is caused by any act or omission by BP in connection with the Post-Donation Environmental Work on the Property, provided that this damage is not of such a nature that it could have been covered by a standard special form policy of property damage insurance (as to BP, Donee waives all claims for property damage that could be covered by a standard special form policy of property damage insurance).

NOTICES. Any notice, consent, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed by registered or certified mail, return receipt requested, delivered by hand delivery, or sent by air courier or expedited mail service, return receipt requested, addressed as follows:

If to BP: BP Products North America Inc.
4101 Winfield Road
Warrenville, IL 60555
Attn: Real Estate Manager

with a copy to: BP Products North America Inc.
4101 Winfield Road
Warrenville, IL 60555
Attn: Corporate/Real Estate Legal

If to the Donee: Parish President
St. Charles Parish
P. O. Box 302
15045 River Road
Hahnville, LA 70057

or to such other address as may be specified from time to time in writing by either party as its notice address by notice given to the other party. All such notices hereunder shall be deemed to have been given on the date marked on the return receipt unless delivery is refused or cannot be made, in which case the date of postmark shall be deemed the date notice has been given.

RESERVATION OF MINERAL RIGHTS. Notwithstanding anything to the contrary contained in this Act, BP hereby reserves unto itself and its heirs, successors and assigns all of the oil, gas, condensate, other hydrocarbon minerals and other minerals and mineral rights in and under the Property (the "Mineral Reservation"), subject to the restrictions set out below. The Mineral Reservation is a mineral servitude under the Louisiana Mineral Code. As permitted by La. R.S. 31:75, any interruption of prescription resulting from unit operations or production shall extend to the entirety of the Property, regardless of the location of the unit well or whether all or only a part of the Property is located within the unit. This Mineral Reservation is with waiver by BP of all rights to use the surface of the Property for the exploration, exploiting, production or development for or of such minerals and mineral rights or other purposes, with BP retaining the right to develop minerals from the Property only by means of directional drilling from adjacent properties or by pooling or unitization of the Property with other tracts and without disturbance of the surface use of the Property herein conveyed.

MISCELLANEOUS.

(a) If this Act, or portion hereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Act, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; and it shall not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this Act shall be valid and enforceable to the fullest extent permitted by law.

(b) This Act shall be construed in accordance with the laws of the State of Louisiana.

(c) The Article headings in this Act are for convenience only, shall in no way define or limit the scope or content of this Act, and shall not be considered in any construction or interpretation of this Act or any part hereof.

(d) This Act shall be binding upon and, subject to the limitations hereof, shall inure to the benefit of the successors and assigns of the parties hereto. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary contained in this Act, (i) all rights, benefits, and remedies granted to BP in this Act shall also benefit and may be exercised by BP's Successors and each of them, (ii) all of the Library Property Obligations shall be binding on each of Donee's Successors with respect to the Library Property, and (iii) all of the Street Property Obligations shall be binding on each of Donee's Successors with respect to the Street Property.

(e) If Donee fails to perform any of the Obligations under this Donation when its performance is due, then in addition to BP's other rights and remedies, BP will have the right, but not the obligation, to pay all sums and take all actions that are necessary or desirable to perform Donee's obligations. If BP elects to perform Donee's obligations, then Donee will reimburse BP for the costs incurred by BP in doing so, within five (5) days after demand. The performance by BP of Donee's obligations will not be construed as a modification or waiver of any provision of this Donation, and these obligations will remain the obligations of Donee. In addition, neither the performance of Donee's obligations by BP nor BP's failure to perform Donee's obligations will preclude BP from exercising any of its other rights or remedies set out in this Donation by reason of Donee's default. The rights and remedies granted to BP and BP's Successors in this Donation shall not be exclusive, but shall be cumulative and in addition to each other right and remedy granted in this Donation and under Louisiana law.

(f) The recitals and exhibits to this Act shall be a part of this Act for all purposes.

(g) This Act may be executed in multiple counterpart originals, each of which shall be an original, and all of which shall constitute one and the same document.

(h) The prevailing party in any litigation related to this Act will be entitled to receive its reasonable attorneys' fees from the other party.

(i) Simultaneously with the execution of this Act, Donee has delivered to BP an Internal Revenue Service Form 8283 acknowledging receipt of the donated Property and signed by an official authorized to sign the tax returns of Donee.

(j) The parties hereby agree and acknowledge that the Notary hereto has not been requested to examine title to the Property, or render an opinion of title with respect thereto, and the parties hereby relieve and release the undersigned Notary from any and all responsibility and/or liability in connection therewith. The parties further waive the production of mortgage, conveyance and tax certificates, and a current survey and relieve and release the undersigned Notary from any and all liability or responsibility in connection therewith.

(k) In accordance with La. R.S. 9:2721(B), from and after the Effective Date of this Act, (a) the name of the person responsible for all property taxes and assessments is the President of the Parish of St. Charles, State of Louisiana, and (b) all property tax and assessment notices should be mailed to the following address: P.O. Box 302, Abbeville, LA 70030, Attn: Parish President.

THUS DONE AND PASSED on the 5th day of December, 2006, but effective as of the Effective Date, in the County of DuPage, State of Illinois, by the undersigned appearer in the presence of the undersigned competent witnesses, and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

BP PRODUCTS NORTH AMERICA
INC.

[Signature]

Printed Name: Michael J. Visser
Title: Admin Assistant

By: [Signature]

Name: E. S. Yveland
Title: Vice President

[Signature]

Printed Name: D.A. Plumb
Title: Supervisor, Legal Support Services

[Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES: 6-8-08



THUS DONE AND PASSED on the 18 th day of December, 2006, but effective as of the Effective Date, in the Parish of St. Charles, State of Louisiana, by the undersigned appearer in the presence of the undersigned competent witnesses, and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

PARISH OF ST. CHARLES,
LOUISIANA

[Signature]

Printed Name: Timothy J. Vial

By: [Signature]

Name: Albert D. Laque
Title: Parish President

[Signature]

Printed Name: BREAN A. FABRE

[Signature]

Robert L. Raymond
Bar # 11408
NOTARY PUBLIC
MY COMMISSION IS FOR LIFE

Exhibits:

Exhibit A – Description of Library Property

Exhibit B – Description of Street Property

Exhibit C – Description of Dominant Parcels

Exhibit D – Environmental Agreements and Documents

Exhibit E – Permitted Title Matters

EXHIBIT A

DESCRIPTION OF LIBRARY PROPERTY

ONE CERTAIN PORTION OF GROUND SITUATED IN SECTION 4, T13S-R8E, ST. CHARLES PARISH, LOUISIANA, IN THAT PART KNOWN AS PLANTATION BUSINESS CAMPUS, DESIGNATED AS TRACT 4-II-A-3 (LIBRARY PROPERTY) ON A PLAT OF RESUBDIVISION BY DADING, MARQUES AND ASSOCIATES, INC. DATED 11/24/2006 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT WHERE THE EAST RIGHT OF WAY LINE OF WEST CAMPUS DRIVE FLARES INTO THE NORTHERLY RIGHT OF WAY LINE OF RIVER ROAD (LA. HWY. NO. 48) AND MEASURE IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE OF WEST CAMPUS DRIVE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 3125.67', AN ARC LENGTH OF 84.90' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, HAVING A RADIUS OF 3125.67'; AN ARC LENGTH OF 459.63' TO A POINT; THENCE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2852'; AN ARC LENGTH OF 90.75' TO A POINT, THENCE MEASURE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 35'; AN ARC LENGTH OF 56.04' TO A POINT; THENCE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3635.01', AN ARC LENGTH OF 196.99' TO A POINT; THENCE MEASURE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3555', AN ARC LENGTH OF 243.85' TO A POINT; THENCE MEASURE SOUTH 32 DEGREES 49' 30" WEST, A DISTANCE OF 447.27' TO A POINT; THENCE MEASURE NORTH 63 DEGREES 44' 31" WEST, A DISTANCE OF 223.75' TO A POINT; THENCE MEASURE SOUTH 28 DEGREES 24' 52" WEST, A DISTANCE OF 174.44' TO A POINT; THENCE MEASURE NORTH 57 DEGREES 28' 12" WEST, A DISTANCE OF 194.82' TO THE POINT OF BEGINNING AND CONTAINING 225,516.70 SQUARE FEET OR 5.18 ACRES.

PER PLAT RECORDED IN THE
CLERK OF COURT'S OFFICE,
ST. CHARLES PARISH ON THE
13th DAY OF DECEMBER, 2006
IN BOOK 683, FOLIO 66,
ENTRY NO. 325845.

EXHIBIT B

DESCRIPTION OF STREET PROPERTY

ONE CERTAIN PORTION OF GROUND SITUATED IN SECTION 4, T13S-R8E, ST. CHARLES PARISH, LOUISIANA, IN THAT PART KNOWN AS PLANTATION BUSINESS CAMPUS, DESIGNATED AS WEST CAMPUS DRIVE ON A PLAT OF RESUBDIVISION BY DADING, MARQUES AND ASSOCIATES, INC. DATED 11/24/2006 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT WHERE THE NORTH RIGHT OF WAY LINE OF RIVER ROAD (LA. HWY. NO. 48) FLARES INTO THE EAST RIGHT OF WAY LINE OF WEST CAMPUS DRIVE AND MEASURE NORTH 18 DEGREES 17' 47" WEST, ALONG SAID LINE A DISTANCE OF 23.92' TO A POINT; THENCE MEASURE IN A NORTHERLY DIRECTION, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3125.67', AN ARC LENGTH OF 417.25' TO A POINT, THENCE MEASURE NORTH 65 DEGREES 07' 42" WEST, A DISTANCE OF 80' TO A POINT; THENCE MEASURE IN A SOUTHERLY DIRECTION, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 3045.67', AN ARC LENGTH OF 406.57' TO A POINT; THENCE MEASURE SOUTH 71 DEGREES 42' 10" WEST, A DISTANCE OF 19.17' TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF RIVER ROAD (LA. HWY. NO. 48), THENCE MEASURE SOUTH 57 DEGREES 28' 12" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF RIVER ROAD A DISTANCE OF 110.83' TO THE POINT OF BEGINNING AND CONTAINING 34,368.74 SQUARE FEET OR 0.79 ACRES.

EXHIBIT C

DESCRIPTION OF DOMINANT PARCEL

ONE CERTAIN PORTION OF GROUND SITUATED IN SECTION 4, T13S-R8E, ST. CHARLES PARISH, LOUISIANA, IN THAT PART KNOWN AS PLANTATION BUSINESS PARK, DESIGNATED AS TRACT 4-II-A-1 ON A PLAT OF RESUBDIVISION BY DADING, MARQUES AND ASSOCIATES, INC. DATED 11/24/2006 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT WHERE THE EAST RIGHT OF WAY LINE OF WEST CAMPUS DRIVE FLARES INTO THE NORTH RIGHT OF WAY LINE OF RIVER ROAD (LA. HWY. NO. 48) AND MEASURE SOUTH 18 DEGREES 17' 49" EAST, ALONG SAID LINE, A DISTANCE OF 23.92' TO A POINT, THENCE CONTINUE ALONG THE NORTH RIGHT OF WAY LINE OF RIVER ROAD (LA. HWY. NO. 48) SOUTH 57 DEGREES 28' 12" EAST, A DISTANCE OF 126.04' TO A POINT, THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE OF RIVER ROAD, SOUTH 57 DEGREES 28' 09" EAST, A DISTANCE OF 56.15' TO THE POINT OF BEGINNING; THENCE MEASURE NORTH 28 DEGREES 24' 52" EAST, A DISTANCE OF 274.73' TO A POINT; THENCE MEASURE SOUTH 63 DEGREES 44' 31" EAST A DISTANCE OF 223.75' TO A POINT; THENCE MEASURE NORTH 32 DEGREES 49' 30" EAST, A DISTANCE OF 447.27' TO A POINT, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3555', AN ARC LENGTH OF 216.22' TO A POINT; THENCE MEASURE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3635', AN ARC LENGTH OF 235.22' TO A POINT; THENCE MEASURE SOUTH 61 DEGREES 43' 49" EAST, A DISTANCE OF 476.65' TO A POINT; THENCE MEASURE SOUTH 28 DEGREES 24' 52" WEST, A DISTANCE OF 739.28' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RIVER ROAD (LA HWY. NO. 48); THENCE MEASURE NORTH 65 DEGREES 20' 09" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF RIVER ROAD (LA HWY. NO. 48), A DISTANCE OF 501.08' TO A POINT; THENCE MEASURE NORTH 28 DEGREES 24' 52" EAST, A DISTANCE OF 309.39' TO A POINT; THENCE MEASURE NORTH 61 DEGREES 37' 06" WEST, A DISTANCE OF 536.00' TO A POINT; THENCE MEASURE SOUTH 28 DEGREES 24' 52" WEST, A DISTANCE OF 276.53' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RIVER ROAD (LA. HWY. NO. 48); THENCE MEASURE NORTH 57 DEGREES 28' 09" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF RIVER ROAD (LA. HWY. NO. 48), A DISTANCE OF 150.38' TO THE POINT OF BEGINNING AND CONTAINING 627,234.59 SQUARE FEET OR 14.40 ACRES.

EXHIBIT D

ENVIRONMENTAL AGREEMENTS AND DOCUMENTS

Agreements

Louisiana Department of Environmental Quality (LDEQ), "Environmental Remediation and Monitoring Agreement between the State of Louisiana Department of Environmental Quality and Amoco Oil in the Matter of the Former Pan American Southern Refinery," June 1995.

Environmental Reports

The RETEC Group, Inc. "RECAP MO-1 Summary, Former Pan American Refinery, Destrehan, Louisiana," April 9, 2004.

Foster Wheeler Environmental Services, "Feasibility Study for the Former Pan American Refinery," July 1993.

James M. Montgomery, "Remedial Investigation and Risk Assessment Report," 1991.

Correspondence Related to Environmental Status

URS Corporation (URS), Letter to LDEQ, "Conveyance Notification Filing, AOI-1, Former Pan American Refinery, Destrehan, Louisiana, Agency Interest No. 4356," February 1, 2006.

URS, Letter to LDEQ, "Remedial Action and Confirmation Sample Results, AOI-1A, Former Pan American Refinery, Destrehan Louisiana, Agency Interest No. 4356," December 9, 2005.

URS, Letter to LDEQ, "Conveyance Notification Filing, AOI-3B, AOI-5, AOI-6 and AOI-7, Former Pan American Refinery, Destrehan, Louisiana, Agency Interest No. 4356," October 26, 2005.

LDEQ, Letter to URS, "Former Pan American Refinery, Agency Interest Number 4356, Results from Undeveloped Area Sampling, Destrehan, St. Charles Parish," September 30, 2005.

URS, Letter to LDEQ, "Results from Undeveloped Area Sampling, Undeveloped Area Surrounding Destrehan Plantation, Former Pan American Refinery; Destrehan, Louisiana, Agency Interest No. 4356," August 15, 2005.

LDEQ, Letter to URS, "Sampling and Analysis Plan Approval, Undeveloped Area Surrounding Destrehan Plantation, Former Pan American Refinery, Agency Interest No. 4356, Destrehan, Louisiana, St. Charles," July 12, 2005.

URS, Letter to LDEQ, "Request for No Further Action, Undeveloped Area Surrounding Destrehan Plantation, Former Pan American Refinery; Destrehan, Louisiana, Agency Interest No. 4356," July 01, 2005.

LDEQ, Letter to URS, "Request for No Further Action, Undeveloped Area Surrounding Destrehan Plantation, Former Pan American Refinery, Agency Interest Number 4356, Destrehan, St. Charles Parish," June 24, 2005.

URS, Letter to LDEQ, "Request for No Further Action, Undeveloped Area Surrounding Destrehan Plantation, Former Pan American Refinery; Destrehan, Louisiana, Agency Interest No. 4356," May 31, 2005.

LDEQ, Letter to URS, "Former Pan American Refinery, Agency Interest Number 4356, Response to LDEQ Letter Dated August 3, 2004, Destrehan, St. Charles Parish," October 29, 2004.

URS, Letter to LDEQ, "Response to LDEQ Letter Dated August 3, 2004, MO-1 Summary, Former Pan American Refinery; Destrehan, Louisiana, Agency Interest No. 4356," September 27, 2004.

LDEQ, Letter to URS, "MO-1 Summary, Former Pan American Refinery, Agency Interest Number 4356, Destrehan, St. Charles Parish," August 3, 2004.

URS, Letter to LDEQ, "MO-1 Report, Former Pan American Refinery; Destrehan, Louisiana, Agency Interest No. 4356," April 16, 2004.

Any and all other reports, studies, investigations, correspondence and other documentation that have been recorded or are on file with the LDEQ or any other Environmental Agency or that have been disclosed to Donee.

EXHIBIT E

PERMITTED TITLE MATTERS

1. All existing roads, servitudes, fences, telephone posts, encroachments, and all other rights, interests or claims affecting the Property which a correct survey would disclose.
2. Thirty-six-foot (36') by one hundred-foot (100') servitude for ingress and egress adjoining the Fire Station property, as shown on the license dated October 31, 1991, between Amoco Oil Company and St. Charles Parish and the East St. Charles Parish Volunteer Fire Department, recorded in COB 444, folio 98.
3. Conveyance Notification regarding contaminant levels affecting the Property filed in COB 657, Folio 708, Entry No. 312320.
4. LP&L ten-foot (10') right of way along Louisiana Hwy. No. 48, dated January 7, 1992, filed in COB 445, Folio 857, Entry No. 162051.
5. Any rights, interests or claims of parties in possession of the Property not shown by the public records.
6. Easements, or claims of easements, not shown by the public records.
7. Taxes or special Assessments not shown as liens in the public records or in the records of the local tax collecting authority through 2006.
8. Any minerals or mineral rights leased, granted or retained by current or prior owners.
9. Any and all liens, encumbrances, security interests, covenants, conditions, restrictions, judgments, rights-of-way, easements, servitudes, encroachments, claims and any other matters affecting title or use of the Property.
10. The Mineral Reservation set forth in this Donation.

BP PRODUCTS NORTH AMERICA INC.

SECRETARY'S CERTIFICATE

I, **D.A. Plumb**, do hereby certify that I am the duly elected, qualified, and acting Secretary of **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation ("**BP**") and do hereby further certify that the **ACT OF DONATION OF IMMOVABLE PROPERTY WITH DEDICATION AND GRANT OF SERVITUDES** and any other documents necessary for and relating to **BP's** disposition of that certain property commonly lying, being and situated in St. Charles Parish, Louisiana, and more particularly described on Exhibits "A" and "B" attached hereto, are hereby authorized pursuant to informal action of the Board of Directors and that **ELIZABETH S. YORDANOFF**, Vice President of **BP**, has been authorized on behalf of **BP** to act on behalf of **BP** and has full corporate authority to execute any and all documents relating to said disposition on behalf of **BP** and to act on behalf of **BP**.

[CORPORATE SEAL AFFIXED]

EXECUTED AND ATTESTED

as of this 4th day of December, 2006



D. A. Plumb
Corporate Secretary
BP PRODUCTS NORTH AMERICA INC.