

UNITED STATES OF AMERICA }
STATE OF LOUISIANA }
PARISH OF ST. CHARLES }

ACT OF DONATION AND TRANSFER

BE IT KNOWN, that on the dates set forth below, but effective as of the date of acceptance as evidenced by execution of the document by St. Charles Parish (the “**Effective Date**”), 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 Certificate of Assistant Secretary 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 duly authorized 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 individually as “**Party**” and collectively as “**Parties**”);

who declared the following:

Donor does by these presents give, grant, donate, set over, transfer, and assign unto Donee, here present and 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 depicted and described as Parcel 1-1-R-1 on Exhibit A and further described on Exhibit A-1, both attached hereto and made a part hereof (collectively, the “**Land**”), together with, if any presently exists 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**.”

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 and Transfer (this “**Donation**”). 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, liens, and other encumbrances affecting the use of and/or encumbering the Land and Property 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;
 - c. the rights of any tenants or other parties in possession of any part of the Property; and
 - 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 without any warranty whatsoever, either express or implied and even as to title.
- 4) **Disclaimer, Waiver, and Release.** THE PROPERTY IS CONVEYED IN AN "AS IS" "WHERE IS" CONDITION, WITH ALL FAULTS, LIABILITIES AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN, AND WITH NO RIGHT OF SET-OFF OR REDUCTION IN CONSIDERATION. DONEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND 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. BUYER ALSO WAIVES ANY RIGHTS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION OF CONSIDERATION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE, IN CONNECTION WITH THE PROPERTY. IN FURTHERANCE OF THE FOREGOING WAIVERS, DONEE HEREBY RELIEVES AND RELEASES DONOR FROM ANY AND ALL CLAIMS AND ANY AND ALL LOSSES RELATING TO OR ARISING OUT OF 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, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED AS TO THE PROPERTY'S 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. BY ITS SIGNATURE BELOW, DONEE EXPRESSLY ACKNOWLEDGES THAT ALL SUCH WAIVERS AND ITS EXERCISE OF DONEE'S RIGHT TO WAIVE WARRANTY PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2503 AND 2548.
- 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, PRODUCTION, TRANSPORTATION AND OPERATIONS AND THAT SUCH USAGE COULD HAVE RESULTED IN CONTAMINATION OF OR ON THE PROPERTY OR IMPROVEMENTS THEREON.
- 6) **Prohibited Activities and Security.** Donee acknowledges that the Property is directly adjacent to lands owned by Donor, which land is described and depicted as "Conservation Lands" on **Exhibit A** attached hereto and made a part hereof (the "**Conservation Lands**") which are 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 as superseded and replaced by Mitigation Banking Instrument effective April 3, 2025 by and between Chevron U.S.A. Inc. and the United States Army Corps of Engineers (the "**MBI**") and / or Conservation Servitude and Easement dated August 2, 2005 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 as amended by Amended Conservation Servitude effective April 9, 2025 recorded in the Conveyance Records of St. Charles Parish, Louisiana on April 10, 2025 as Entry No. 487990 (the "**Conservation Servitude**"). The MBI and the Conservation Servitude contain specific prohibitions against certain activities on the Conservation Lands (the "**Prohibited Activities**"). Donee agrees that it will not conduct the Prohibited Activities on the Conservation Lands. Donee further agrees to cooperate with and assist Donor in preventing trespassing, or any other act inconsistent with this Donation, the MBI and the Conservation Servitude, on Donor's adjacent property, including on the Conservation Lands. Donee agrees to, at Donee's sole cost and promptly after Donor's request, install and maintain in good condition 4' tall, 6" diameter, concrete filled steel pipe bollards at an interval of not more than 350' around the perimeter of the Property abutting the Conservation Lands.

- 7) **Right of Access.** Donor retains and reserves to itself, its successors and assigns, the a right of access over the Property, including rights of ingress and egress from the Property to the Conservation Lands and other property of Donor in the vicinity (including the right to use the existing roads and bridges) for any and all purposes, including, but not limited to, construction, management and / or maintenance of the Conservation Lands.
- 8) **Prohibited Uses of the Property.** Donee agrees that the Property (i) will only be used for public purposes, primarily for flood protection and drainage purposes; (ii) will not and will never be used for any commercial or residential purposes; and (iii) will not be subdivided (collectively, the “**Prohibited Uses**”). In furtherance thereof, the Property, as the servient estate, will be burdened and encumbered by, and subject to, the Prohibited Uses as a negative predial servitude for the express benefit of the Conservation Lands, as the dominant estate, which shall run in favor of Donor as the current owner of the Conservation Lands and in favor of all future owners of the Conservation Lands for the benefit of the Conservation Lands.
- 9) **Wetlands.** 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.
- 10) **Waiver of Rights Under La. Rev. Stat. 38:113.** Specifically related to the area within and adjacent to Parcel 1-1-R-1, which is depicted and described on **Exhibit A** and further described on **Exhibit A-1**, should the Crawford Canal be expanded to within one hundred feet (100’) of any portion of the Conservation Lands, Donee, to the full extent allowed by law, hereby expressly waives, surrenders, releases, and relinquishes all rights of access granted to it by Louisiana Revised Statute 38:113 but only to the extent such rights would or do include access to any portion of the Conservation Lands adjacent to Parcel 1-1-R-1. Donee acknowledges and agrees that the waiver of rights provided for herein is not adverse to the public interests and will leave the Donee with sufficient and satisfactory rights to access and maintain the efficient function of the Crawford Canal as contemplated by Louisiana Revised Statute 38:113. Upon Donor’s request, the Donee agrees to execute a waiver of the rights described in this Section 10 in a form reasonably acceptable to Donor and Donee for recordation in the public records of the Louisiana Parish in which the Conservation Lands are located.
- 11) **Restriction on Transfers.** 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 to any third party. Notwithstanding the forgoing, Donee may transfer the Property to a successor governmental authority upon providing written notice thereof to Donor, addressed to Chevron U.S.A. Inc. Attn: Land Manager, 100 Northpark Blvd. Covington, LA 70433.
- 12) **Covenants Running with the Land.** It is further understood and agreed by the Parties hereto that the covenants and agreements set forth in this Donation shall be covenants running with the land and shall be binding upon Donee and Donee's successors and assigns forever.
- 13) **Waiver of Damages.** DONOR AND DONEE ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANYTHING IN THIS DONATION 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.

14) **Release and Indemnity.**

- a) BY ACCEPTING TITLE TO THE PROPERTY, DONEE RELEASES THE DONOR AND ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, MANAGERS, AGENTS, AND EMPLOYEES OF EITHER OR BOTH OF THEM (COLLECTIVELY, THE “**DONOR GROUP**”) 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 DONATION, 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.
- b) DONEE, FOR ITSELF AND ALL MEMBERS OF THE DONEE GROUP, SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS ALL MEMBERS OF THE DONOR GROUP FROM (A) ANY CLAIM MADE OR ANY LOSS INCURRED (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING FROM OR IN CONNECTION WITH DONEE’S OWNERSHIP, USE OR OCCUPANCY OF THE PROPERTY BEFORE, ON, OR AFTER THE EFFECTIVE DATE (B) ANY CLAIM MADE OR ANY LOSS INCURRED (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY, WHETHER SUCH ENVIRONMENTAL CONDITION EXISTED BEFORE, ON, OR AFTER THE EFFECTIVE DATE.

DONEE’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14(b) SHALL APPLY REGARDLESS OF THE FAULT OR NEGLIGENCE OF ANY MEMBER OF THE DONOR GROUP, INCLUDING STRICT OR STATUTORY LIABILITY OF DONOR GROUP UNDER ANY APPLICABLE LAW.

- c) IT IS EXPRESSLY RECOGNIZED BY DONEE THAT THE PROPERTY, LAND AND THE IMPROVEMENTS, HAVING BEEN USED HISTORICALLY FOR OIL AND GAS ACTIVITIES AND BY DONEE IN CONNECTION WITH CONSTRUCTING, OPERATING AND MAINTAINING A TANK FARM AS WELL AS A PUMP STATION, TANK FACILITY AND APPURTENANT BUILDINGS AND FIXTURES, MAY CONTAIN NORM, ASBESTOS AND OTHER HAZARDOUS MATERIALS AS A RESULT OF THESE OPERATIONS. 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 14, SHALL BE DEEMED NULL AND VOID. DONEE FURTHER AGREES TO CAUSE THE PROVISIONS OF THIS SECTION 14 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. SUBSEQUENT ASSIGNMENTS BY DONEE SHALL NOT ALTER DONEE’S INDEMNIFICATION OBLIGATIONS TO DONOR GROUP AS AGREED HEREIN.
- d) DONEE ACKNOWLEDGES THAT DONEE HAS CAREFULLY REVIEWED THE WAIVERS, RELEASES, AND INDEMNITIES CONTAINED IN THIS DONATION AND THAT THE SAME ARE A MATERIAL PART OF THIS DONATION.
- 15) **Consideration.** This Donation is made in consideration of the mutual promises set out in this Donation, and other valuable consideration, the receipt and sufficiency of which are acknowledged. Donee waives the right to just compensation for donation of Property granted herein.
- 16) **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.

- 17) **Severability.** If any provision of this Donation 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 Donation 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.
- 18) **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.
- 19) **Counterparts.** This Donation 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.
- 20) **Recordation.** Donee shall record this Donation in the conveyance records of St. Charles Parish and provide Donor with a filed-stamped copy within ten (10) days of the Effective Date.
- 21) **Proper Authority and Execution.** Donor and Donee represent and warrant that they are authorized to enter into this Donation and execute the same without further authority. This Donation shall have no binding force and effect on either Party unless and until both Donor and Donee shall have executed and delivered this Donation.
- 22) **Conflicts of Interest** relating to this Donation 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 Donation, resulting directly or indirectly in Donor's consent to enter into this Donation, Donor may, at Donor's sole option, terminate this Donation 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.
- 23) **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.
- 24) **Further Assurances** From time to time after the Effective Date, and without any further consideration, the parties hereto will execute and deliver such instruments and take such other actions as the parties hereto may reasonably request in order to consummate the transactions contemplated by this Donation.
- 25) **Successors and Assigns.** This Donation shall inure to the benefit of and be binding upon the parties hereto and, where applicable, their successors and permitted assigns.
- 26) **Dispute Resolution** This Donation is governed by and interpreted in accordance with the laws of the State of Louisiana. Any dispute arising out of or related to this Donation that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, Donor and Donee have executed this Donation on the dates set forth below, but effective as of the Effective Date.

(SIGNATURE PAGES AND EXHIBITS FOLLOW)

THUS done and passed in St. Tammany Parish, State of Louisiana, in the presence of undersigned
 competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this
 _____ day of _____, 2025 after a reading of the whole

WITNESSES:

Print Name: _____

Print Name: _____

DONOR:

CHEVRON U.S.A. INC.

By: _____

Printed Name: Ryan Schneider

Its: Land Management Officer

NOTARY PUBLIC

Notary Name: _____

Notary I.D. No.: _____

THUS done and passed in St. Charles Parish, State of Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this _____ day of _____, 2025 after a reading of the whole

WITNESSES:

DONEE: ST. CHARLES PARISH

Print Name: _____

By: _____
Printed Name: Matthew Jewell
Its: Parish President

Print Name: _____

NOTARY PUBLIC

Notary Name: _____
Notary I.D. No.: _____

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EXHIBIT A-1
THE LAND

Parcel 1-1-R-1
Chevron U.S.A. Inc.
Section 4, T-15-S, R-20-E
Sheet 1

That piece or portion of ground being Parcel 1-1-R-1, fee property, on, over and across a tract of land owned now or formerly by Chevron U.S.A. Inc., situated in Section 4, T-15-S, R-20-E, Southeastern Land District, West of the Mississippi River, Bayou Gauche, St. Charles Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y= 471789.26 / X= 3567614.20
proceed S89°01'25"W a distance of 138.95 feet to the point of beginning;

thence proceed S88°59'25"W a distance of 330.00 feet to a point and corner;
thence proceed N01°00'13"W a distance of 1319.68 feet to a point and corner;
thence proceed N88°58'18"E a distance of 330.00 feet to a point and corner;
thence proceed S01°00'13"E a distance of 1319.79 feet to the point of beginning.

All of which comprises Parcel 1-1-R-1 and any and all property owned by Chevron U.S.A. Inc. within Lot 492 of the Sunset Drainage District not specifically identified, fee property, as shown on Sheet 1 of the Right of Way Map, Crawford Canal Widening Project, St. Charles Parish, Louisiana, and contains an area of 435,512.5 square feet or 9.998 acres.