

ORD.

2006-0132

INTRODUCED BY: DERRYL WALLS, COUNCILMAN, DISTRICT IV

ORDINANCE NO. 06-6-11

An ordinance to approve and authorize the execution of a Cash Sale by Chevron U.S.A., Inc. for certain property located in Estay Subdivision, Paradis.

WHEREAS, Chevron U.S.A., Inc. is the owner of certain property in Paradis known as Estay Subdivision as shown on a plat by Morris P. Hebert, Inc. dated April 20, 2006; and,

WHEREAS, Chevron U.S.A., Inc. has subdivided said property to allow its tenants to purchase the sites they currently lease from Chevron U.S.A., Inc.; and,

WHEREAS, it is the desire of Chevron U.S.A., Inc. to transfer title to the Parish for the tracts of land on which the drainage canal, Estay Lane, Ayo Lane, Wisner Road, and two turning areas are located.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cash Sale of Immovable Property by Chevron U.S.A., Inc. to St. Charles Parish is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Cash Sale 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 5th day of June, 2006, to become effective five (5) days after publication in the Official Journal.

Cash Sale - Chevron USA Estay Subd. revised

CHAIRMAN: Brian A. Far

SECRETARY: Barbara J. Juchter

DLVD/PARISH PRESIDENT: June 6, 2006

APPROVED: ✓

DISAPPROVED: _____

PARISH PRESIDENT: Albert D. Le...

RETD/SECRETARY: June 6, 2006

AT: 12:14 pm

RECD BY: BJS

RECORDED BY THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON June 20, 2006
AS ENTRY NO. 319641
IN MORTGAGE/CONVEYANCE BOOK
NO. 672 FOLIO 149

CASH SALE OF IMMOVABLE PROPERTY * UNITED STATES OF AMERICA

BY: CHEVRON U.S.A. INC. * STATE OF LOUISIANA

TO: PARISH OF ST. CHARLES * PARISH OF ST. CHARLES

BE IT KNOWN, that on this 31st day of May, 2006;

BEFORE ME, Charles F. Holmes, Notary Public, duly commissioned and qualified, in and for the State of Texas, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

CHEVRON U.S.A. INC., a Pennsylvania corporation (Taxpayer ID#25-0527925) authorized to do and doing business in the State of Louisiana, and whose mailing address is 1500 Louisiana, Houston, Texas 77002-7308, herein represented by Larry C. LaFleur, its Assistant Secretary, duly authorized by the standing resolutions of the Board of Directors of said Corporation as evidenced by Certificate of Assistant Secretary, which is annexed hereto (also hereinafter referred to as "Seller" and/or "Vendor")

BE IT KNOWN, that on this 20th day of June, 2006;

BEFORE ME, Robert L. Raymond, Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, State of Louisiana, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

PARISH OF ST. CHARLES, State of Louisiana(also hereinafter referred to as the "Parish"), herein appearing by and through Albert D. Laque, its Parish President, duly authorized by Ordinance No. 06-6-11 adopted by the St. Charles Parish Council on June 5, 2006, a copy of which is annexed hereto (also hereinafter referred to as "Purchaser" and "Vendee")

who declared as follows:

Seller does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which said Seller has or may have against all preceding owners and vendors, with all guarantees against all troubles, debts, mortgages, claims, evictions, donations, alienations and other encumbrances whatsoever, unto Purchaser, here present accepting, and purchasing for itself, its heirs, successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described immovable property located in the Parish of St. Charles, State of Louisiana (the "Property"):

FOR DESCRIPTION OF PROPERTY SEE EXHIBIT "A" AND PLAT EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

To have and to hold the above described Property unto the said Purchaser, its heirs, successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of TEN DOLLARS AND NO/100 (\$10.00) DOLLARS cash, all of which the said Purchaser has well and truly paid, in ready and current money to the said Seller who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

This Deed is made and accepted subject to the following stipulations, conditions, encumbrances and reservations:

- (a) All restrictions, servitudes, easements, rights-of-way, covenants, conditions, grants, leases, agreements of every nature and kind of record, governmental laws, ordinances, restrictive covenants affecting the use of and/or encumbering the Property and other matters (including, not by way of limitation, encroachments and protrusions) that would be revealed by any documents of record in any parish within which any part of the Property is located, or by a current on the ground survey and inspection of the Property or otherwise.
- (b) The following matters, whether or not evidenced by any instrument of record, but only to the extent each is valid and subsisting, remains in effect pursuant to the terms of any governing document, and continues to affect the Property:
 - (1) restrictive covenants, boundary and common party-wall agreements, building codes, zoning regulations and ordinances, and other laws, regulations, and ordinances of any governmental authority covering the use or occupancy of any part of the Property, and any violation thereof, regardless of when asserted;
 - (2) any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or protrusions, overlapping of improvements, and other matters that would be revealed by a current survey on the ground or inspection of the Property; and
 - (3) the rights of any tenants or other parties in possession of any part of the Property.
- (c) Any assessment or lien for ad valorem taxes for the current year and for subsequent years, and any assessments and/or liens for special assessments which are not yet due and payable and subsequent ad valorem tax assessments for prior years due to a change in land usage or ownership.

It is expressly understood that Seller does not make any representations or warranties, express or implied, as to the condition and state of repair of the Property, its quality, merchantability, suitability or fitness for any uses or purposes, nor with respect to any improvements, building, structures, facilities and appurtenances thereto belonging or appertaining to said Property, or otherwise. Seller makes no representations or warranties concerning the present condition of the Property. Furthermore, Seller has advised Purchaser that the Property may have been used for the exploration, production and/or transportation of oil, gas or other minerals, the storage and handling of pipe, related oilfield operations and possibly the storage and disposal of waste materials incidental to or occurring in connection with such operations, and that physical changes in the Property may have occurred as a results of such uses, including the presence of NORM, asbestos or other hazardous material as established by the Environmental Protection Agency, Department of Environmental Quality or other governmental agencies, and further that certain spills of oil, chemicals and other wastes from oil and gas exploration, development, production and/or the storage and handling of pipe (regulated or under the jurisdiction of the applicable state or federal commission, department or other governmental authority) have occurred, or may have occurred, upon or under the Property, which could have resulted in contamination of the soil, water, ground water, or improvements on the Property. Furthermore, Seller has cautioned Purchaser to thoroughly examine and inspect the Property for any such conditions or violations of any federal, state or local laws, rules or regulations concerning environmental acts or hazards, and generally as to the condition of the Property and its improvements.

Purchaser further certifies that said Property has been carefully inspected and that Purchaser is familiar with its condition, and the improvements located on the Property, inclusive of any

NORM, hydrocarbons, other soil contaminants or waste substances, whether similar or dissimilar, that may be present in the soil, water and groundwater. Purchaser expressly assumes all risks and liabilities associated therewith. Purchaser acknowledges that the Property has been or may have been used in connection with the support of oil, gas and other mineral exploration, development and operations, including, without limitation, the handling and the storage of NORM-contaminated pipe, and, as such, equipment, appurtenances, processing and other facilities, plants, buildings, structures, improvements, abandoned and other tanks and piping (including above ground and underground tanks and piping), storage facilities, gathering and distribution lines, wells and other petroleum production facilities and appurtenances which have not been excepted and excluded from this conveyance may be located thereon. Purchaser further accepts the Property AS IS, WHERE IS, IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND WITHOUT ANY REPRESENTATIONS, GUARANTIES, OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS QUALITY, MERCHANTABILITY, OR ITS SUITABILITY OR FITNESS FOR PURCHASER'S INTENDED USE, OR FOR ANY USES OR PURPOSES WHATSOEVER, OR THAT SAID PROPERTY HAS BEEN RENDERED FREE FROM ANY DEFECTS, HAZARDS, OR DANGEROUS CONDITIONS and agrees that the Property or any appurtenance, equipment or facilities, of any nature or kind, conveyed hereunder shall not be further transferred for unrestricted use unless the concentration of NORM or other contaminants, if either or any, are below the concentrations then allowed by the applicable federal and/or state statutes, rules and regulations.

Purchaser agrees, Purchaser shall fully defend, protect, indemnify, hold harmless, and render whole Seller from and against each and every claim, demand or cause of action, and any liability, cost, expense (including, but not limited to, reasonable attorneys' fees), damage or loss in connection therewith, which may be made or asserted by Purchaser, its agents, or successors, or by any third party or parties (including, but not limited to, governmental agencies) with respect to the Property, including, without limitation, those made on account of personal injury or death, property, or environmental damage, or any claims based on any misrepresentation as to the quantity, quality, or value of the Property, caused by, arising out of, or incidental to the past, present or future condition or state of repair of said Property, or any claims resulting from or attributable to the ownership and use thereof, or this conveyance of the Property, howsoever occurring, including, without limitation, whether such claims, injuries, damages, losses and liabilities, with or without fault, were caused by Purchaser's sole negligence or contributory negligence, Seller's contributory negligence, or imposed on said parties or others under any theory of strict liability by operation of law, or any other theory of law prior to, at the time of, or subsequent to the effective date hereof.

It is further understood and agreed by the parties hereto that the covenants set forth in this conveyance shall be binding upon the Purchaser and Purchaser's executors, administrators, legal representatives, heirs, assigns and successors. It is the intent and effect of this Agreement that the conveyance, transfer or assignment of any of the Property by Purchaser or any future conveyances, transfers or assignments made by Purchaser shall not in any way diminish, compromise, extinguish, or effect a release of Seller's rights against Purchaser, or Purchaser's obligations to Seller. It is also the intent and effect of this Agreement that all conveyances, transfers or assignments of all or any part of the Property by Purchaser and all future conveyances, transfers or assignments made by or on behalf of Purchaser or by or on behalf of Purchaser's assignees, Purchasers or transferees shall create rights in favor of Seller under this Agreement and under all subsequent conveyances, transfers or assignments pertaining to the Property, and that Seller is a third party beneficiary of such subsequent conveyances, transfers or assignments, so that the party or parties to whom all or any part of the Property is conveyed, transferred or assigned shall likewise be bound with Purchaser to Seller for performance of Purchaser's obligations to Seller under this Agreement. The obligations and responsibilities of Purchaser to Seller, and of Purchaser's assignees, grantees or transferees to Seller, shall be joint and several and shall run with the Property assigned, conveyed or transferred.

Ad valorem and personal property taxes, and installments of special assessments for the current year, and water and sewer charges, if any, and rentals under any lease of said premises shall be prorated between Seller and Purchaser. Any sales taxes on personal and movable property and equipment, and all escrow fees charges by any title company or others, closing costs and fees, fees for tax, recording fees, documentary stamps and transfer taxes, and all transfer and transaction taxes, fees and assessments levied against this conveyance and any broker's or finder's fee shall be

paid by Purchaser.

By its execution hereof, Purchaser expressly agrees to all of the terms, conditions and provisions set out above.

This Act of Cash Sale may be executed in multiple counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument. This Act of Cash Sale shall be governed by the Laws of the State of Louisiana, without giving effect to the conflicts of law provisions thereof, regardless of the place of its execution.

THUS DONE AND PASSED in multiple originals in Houston, Texas, on the 31st day of May, 2006, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

SELLER:

[Signature]
R. Jeff Kolb

[Signature]
John S. Munroe

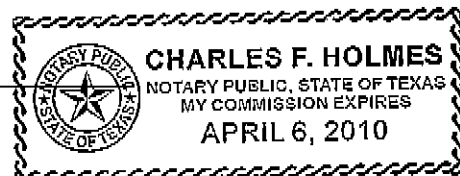
CHEVRON U.S.A. INC

By:

[Signature]
Larry C. Lafleur
Assistant Secretary

[Signature]
Charles F. Holmes
NOTARY PUBLIC in and for State of Texas

My Commission Expires:



THUS DONE AND PASSED IN multiple originals in Luling, Louisiana, on the 20 day of June, 2006, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

PURCHASER:

[Signature]
[Signature]

PARISH OF ST. CHARLES

By:

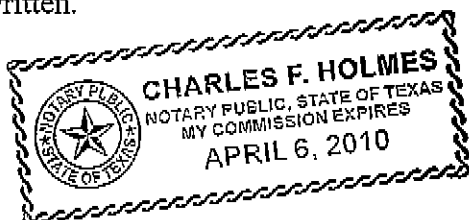
[Signature]
Albert D. Laque, Parish President

[Signature]
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HARRIS

On this 31st day of May, 2006, before me and the two named competent witnesses appeared Larry C. LaFleur to me personally known, who being by me duly sworn did say that he is the Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and said appearer acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.



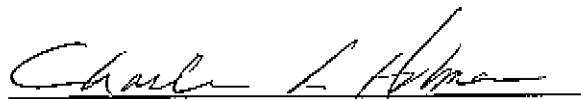

Charles F. Holmes
Notary Public in and for the State of Texas

EXHIBIT "A"

(Chevron – Ireland Fee – LIS 049765 006 – Barber Road Canal, Ayo Lane, Estay Road
and Wisner Street with stub turning areas)

TRACT 1: The SURFACE ESTATE ONLY in a tract or strip of land containing 4.043 acres, more or less, and having dimensions of 85 feet in width and 2,071.81 feet in length and embracing all of: (a) that certain 50 foot wide road right-of-way for Ayo Lane, and (b) that certain 50 foot wide road right-of-way for Estay Road, and (c) that certain 35 foot wide drainage servitude for the Sunset Drainage District Canal No 2, a/k/a the Barber Road Canal, and more particularly described as follows:

Beginning at point located at the northwest corner of Lot R, being a resubdivision of portions of Lots 751 and 752 of the Sunset Drainage District, said point being common with the southeasterly right-of-way line of Ayo Lane;

THENCE, North 35 degrees 30 minutes 26 seconds West a distance of 85 feet to a point on the northwesterly right-of-way line of that certain 35 foot wide drainage servitude for the Sunset Drainage Canal No 2 a/k/a the Barber Road Canal;

THENCE, northeasterly on and along the northwesterly right-of-way line for said Barber Road Canal a distance of 2,071.81 feet to a point intersecting with a northwesterly projection of the northeasterly boundary line of Lot M, a resubdivision of Lot 757 of the Sunset Drainage District;

THENCE, South 35 degrees 53 minutes 23 seconds East a distance of 85 feet to the northeast corner of Lot M common with the southeasterly right-of-way line of Estay Road;

THENCE, on and along the southeasterly right-of-way line of Estay Road through the intersection of Wisner Street and continuing on and along the southeasterly right-of-way line of Ayo Lane common with the northwesterly line of Lots M, L, K, J, I, H, G, F, E, D, C, B, A, V, U, T, S and R a distance of 2,071.81 feet to the point of beginning.

TRACT 2: The SURFACE ESTATE ONLY in a tract or strip of land containing 0.2755 acres, more or less, adjoining Tract 1 above, and being a turning area or cul-de-sac at the existing stub or dead end of Ayo Lane, having dimensions of 100 feet in width and 120 feet in length, and more particularly described as follows:

Beginning at point located at the northwest corner of Lot R, being a resubdivision of portions of Lots 751 and 752 of the Sunset Drainage District, said point being common with the southeasterly right-of-way line of Ayo Lane;

THENCE, on and along the southwesterly line of Lot R South 35 degrees 30 minutes 26 seconds East a distance of 70 feet to a point;

THENCE, South 54 degrees 27 minutes 43 seconds West a distance of 100 feet to a point;

THENCE, North 35 degrees 30 minutes 26 seconds West a distance of 120 feet to a point;

THENCE, North 54 degrees 27 minutes 43 seconds East a distance of 100 feet to a point on the northwesterly right-of-way line of Ayo Lane;

THENCE, South 35 degrees 30 minutes 26 seconds East a distance of 50 feet to the point of beginning.

TRACT 3: The SURFACE ESTATE ONLY in a tract or strip of land, containing 0.6116 acres, more or less, and having dimensions of 40 feet in width and 666.06 feet in length and embracing all of that certain 40 foot wide road right-of-way for Wisner Street and more particularly described as follows:

Beginning at a point on the northeasterly right-of-way line of Wisner Street common with the southwest corner of Lot Q;

THENCE, on and along the northeasterly right-of-way line of Wisner Street common with the southwesterly line of Lots Q, P, O, N & A North 35 degrees 30 minutes 26 seconds West for a distance of 666.06 feet, more or less, to the northwest corner of Lot A common with the southeasterly right-of-way line of Estay Road;

THENCE, on and along the southeasterly right-of-way line of Estay Road and/or Ayo Lane southwesterly a distance of 40 feet to the northeast corner of Lot V;

THENCE, on and along the southwesterly right-of-way line of Wisner Street common with northeasterly line of Lots V, AA and W South 35 degrees 30 minutes 26 seconds East a distance of 666.06 feet to the ending point or dead end of the southwesterly right-of-way line of Wisner Street;

THENCE, North 54 degrees 25 minutes 40 seconds East a distance of 40 feet to the point of beginning.

TRACT 4: The SURFACE ESTATE ONLY in a tract or strip of land containing 0.2296 acres, more or less, adjoining Tract 3 above, and being a turning area or cul-de-sac at the existing stub or dead end of Wisner Street, having dimensions of 100 feet in width and 100 feet in length, and more particularly described as follows:

Beginning at a point on the northeasterly right-of-way line of Wisner Street common with the southwest corner of Lot Q;

THENCE, on and along the southeasterly boundary line of Lot Q North 54 degrees 25 minutes 40 seconds East a distance of 30 feet;

THENCE, South 35 degrees 30 minutes 26 seconds East a distance of 100 feet;

THENCE, South 54 degrees 25 minutes 40 seconds West a distance of 100 feet;

THENCE, North 35 degrees 30 minutes 26 seconds West a distance of 100 feet;

THENCE, North 54 degrees 25 minutes 40 seconds East a distance of 70 feet to the point of beginning.

The above described resubdivided Lots A thru Q, R thru W and AA are shown on a Plat of Survey dated April 20, 2006 by Morris P. Hebert, Inc., Registered Surveyor; and, the above described Tracts 1-4 are further shown on Plat Exhibit "B", attached hereto and made a part hereof.