

**ORDINANCE NO. JO-055-2022**

**A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE  
LAFAYETTE PARISH COUNCIL AUTHORIZING THE ACQUISITION OF  
IMMOVABLE PROPERTY TO BE DONATED TO LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT BY CHEVRON U.S.A.**

**BE IT ORDAINED** by the Lafayette City Council and the Lafayette Parish Council, that:

**WHEREAS**, the Parks, Arts, Recreation, and Culture Department is responsible for, among other things, parks, playgrounds and recreational activities; and

**WHEREAS**, the Parks, Arts, Recreation, and Culture Department currently maintains Beaver Park, including that portion of Beaver Park that is on the west side of the Evangeline Thruway ("Little Beaver Park"); and

**WHEREAS**, Chevron U.S.A. Inc. ("Chevron") is the owner of a tract of immovable property in Lafayette Parish in Township 9, Range 5, Section 141, and more particularly described in the Quitclaim Deed attached hereto as an exhibit (the "Immovable Property"); and

**WHEREAS**, the Immovable Property is undeveloped, and is adjacent to Little Beaver Park, a recreational facility maintained by Lafayette City-Parish Consolidated Government ("LCG"); and

**WHEREAS**, Chevron desires to donate the Immovable Property to LCG, and the acquisition of the Immovable Property is in the best interest of LCG by enabling LCG to have the opportunity to expand recreational opportunities; and

**WHEREAS**, Chevron and LCG have agreed to a Quitclaim Deed pursuant to which the ownership of the Immovable Property will be transferred to LCG (the "Quitclaim Deed") on the terms and conditions set forth therein. A copy of the Quitclaim Deed is attached as Exhibit "A" hereto and incorporated herein by reference.

**NOW, THEREFORE BE IT FURTHER ORDAINED** by the Lafayette City Council and the Lafayette Parish Council, that:

**SECTION 1:** All of the aforescribed "Whereas" clauses are adopted as part of this ordinance.

**SECTION 2:** The Lafayette Mayor-President on behalf of the Lafayette City-Parish Consolidated Government is hereby authorized and directed to execute the attached Quitclaim Deed, substantially in the form of Exhibit "A" attached hereto, and incorporated by reference, but with such modifications or revisions as he shall deem appropriate, and to take any and all action necessary or advisable in connection therewith and in the best interests of Lafayette City-Parish Consolidated Government.

**SECTION 3:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 4:** After first having been adopted by a majority of the authorized membership of both the Lafayette Parish Council and the Lafayette City Council, this joint ordinance shall become effective upon signature of this joint ordinance by the Lafayette Mayor-President, the lapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of any veto, whichever occurs first.

\* \* \* \* \*

**QUITCLAIM DEED**

**BE IT KNOWN**, that on the date(s) set forth below, but made effective on the \_\_\_ day of \_\_\_\_\_, 2022 (the "*Effective Date*"), before the undersigned Notary/ies Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

**CHEVRON U.S.A. INC.**, a Pennsylvania Corporation, represented herein by Ryan Schneider, its Land Management Officer, having a mailing address for purposes hereof at 100 Northpark Boulevard, Covington, LA 70433 (the "*Vendor*"), and

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, herein represented by Joshua S. Guillory, its Mayor-President, having a mailing address for purposes hereof at 705 West University Avenue, Lafayette, LA 70502 (the "*Vendee*"),

who entered into this Quitclaim Deed (this "*Deed*") and declared and said that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Vendor does hereby transfer, assign, quitclaim, release, and relinquish unto the Vendee, here present and accepting and acknowledging due delivery and possession thereof, all of the right, title, and interest which the Vendor has or may have, if any, in and to the property more fully set forth on Exhibit A and depicted on Exhibit A-1 as "Tract 3", both attached to this Deed (the "*Property*").

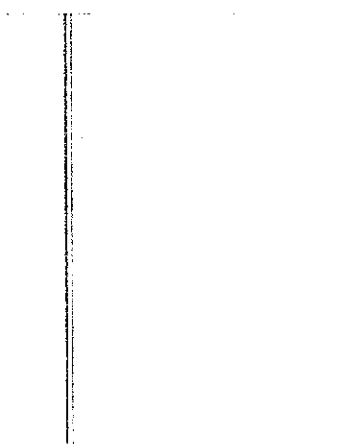
**TO HAVE AND TO HOLD** the Property herein conveyed unto the Vendee, and its successors and assigns, without any warranty of title or recourse whatsoever, not even for return of the purchase price, but with full substitution and subrogation in and to all the rights and actions of warranty, if any, which the Vendor has or may have against all preceding owners and vendors.

The parties hereto: (i) waive the attachment of mortgage, conveyance, and tax certificates, (ii) acknowledge and agree that the undersigned Notary/ies Public take no responsibility as to any adverse possessory rights, deficiency of quantity of land, boundary line disputes, unrecorded servitudes, easements, or encumbrances, or any such other matter as would be determined by an actual survey and physical inspection of the Property, and (iii) acknowledge and agree that the undersigned Notary/ies Public take no responsibility to determine or see to compliance of or with any zoning, planning, or other parish ordinances that affect this Deed, and the parties hereby relieve and release the undersigned Notary/ies Public from all responsibility in connection with the foregoing clauses (i), (ii), and (iii).

The terms and conditions of this Deed supersede any and all oral agreements and/or understandings between the parties, and the parties acknowledge that there are no oral agreements of any kind between the parties.

This Deed may be executed in multiple counterparts, each of which shall be considered an original, but all of which, taken together, shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank. Signature Pages Following.]*



**THUS DONE AND PASSED**, on the \_\_\_\_ day of \_\_\_\_\_, 2022, but made effective on the Effective Date, by the Vendor, in the Parish of St. Tammany, State of Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with me, Notary, after due reading of the whole.

**WITNESSES:**

**VENDOR: CHEVRON U.S.A. INC.**

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

By: Ryan Schneider  
Title: Land Management Officer

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

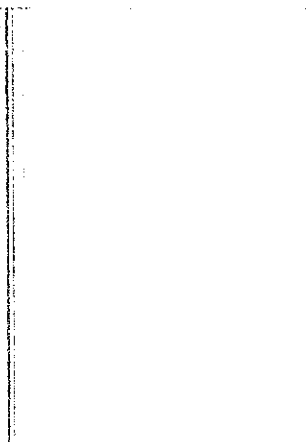
\_\_\_\_\_  
**NOTARY PUBLIC**

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

Notary ID/LA Bar Roll No.: \_\_\_\_\_

Commission Expiration: \_\_\_\_\_

*Signature Page of Vendor to Quitclaim Deed*



THUS DONE AND PASSED, on the \_\_\_\_ day of \_\_\_\_\_, 2022, but made effective on the Effective Date, by the Vendee, in the Parish of Lafayette, State of Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with me, Notary, after due reading of the whole.

**WITNESSES:**

**VENDEE: LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT**

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

By: Joshua S. Guillory  
Title: Mayor-President

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

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

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

Notary ID/LA Bar Roll No.: \_\_\_\_\_

Commission Expiration: \_\_\_\_\_

*Signature Page of Vendee to Quitclaim Deed*

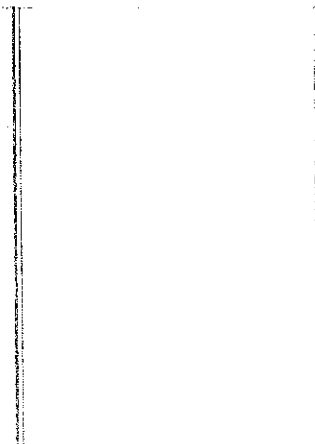
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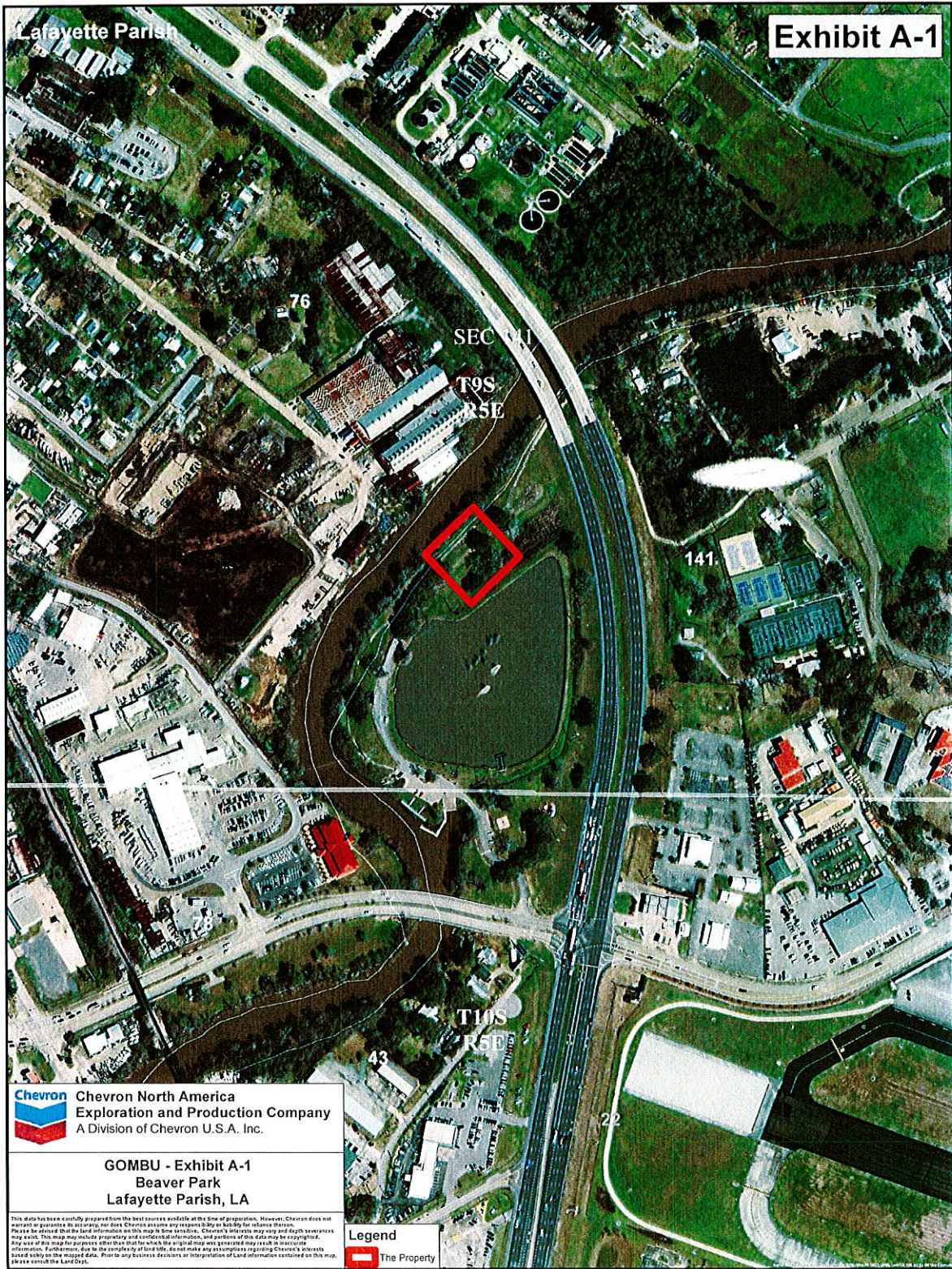


**EXHIBIT A TO  
QUITCLAIM DEED**

A portion of Section 141, Township 9 South, Range 5 East, Lafayette Parish, Louisiana being more particularly described as that certain tract or parcel of land situated in the Parish of Lafayette, Louisiana and lying on the East Bank of the Bayou Vermilion, the center thereof being a point three feet south of the sawmill owned by Company on the west bank of said Bayou; said parcel of land having a front of two hundred and ten feet, running north and south along said east bank, by a depth of two hundred and eight feet between parallel lines; said land being bounded on the north, south, and east by lands of J. Arthur Roy and on the west by said Bayou Vermilion and containing one acre, more or less, being a portion of the property acquired by the Texas Company from Baldwin Lumber Co., Ltd in Receivership Sale recorded on October 27, 1926 in COB A5, Page 505, Entry No. 1920-00057575, also identified as Lafayette Parish Assessor Parcel No. 6068136.

*Exhibit A to Quitclaim Deed*





**Chevron** Chevron North America  
 Exploration and Production Company  
 A Division of Chevron U.S.A. Inc.

**GOMBU - Exhibit A-1**  
 Beaver Park  
 Lafayette Parish, LA

This data has been carefully prepared from the best sources available at the time of preparation. However, Chevron does not warrant or guarantee its accuracy, nor does Chevron assume any responsibility or liability for reliance thereon. Please be advised that the land information on this map is, in some instances, Chevron's interests may vary and depth severances may exist. This map may include proprietary and confidential information, and portions of this data may be copyrighted. Any use of this map for purposes other than that for which the original map was generated may result in inaccurate information. Furthermore, due to the complexity of land title, do not make any assumptions regarding Chevron's interests based solely on the mapped data. Prior to any business decisions or interpretation of land information contained on this map, please consult the Land Dept.

**Legend**  
 The Property



RECEIVED

JUN 27 2022

Lafayette Consolidated Government  
Chief Administrative Officer

## Internal Memorandum

Legal Department (1400)

**TO:** Cydra Wingerter **DATE:** June 27, 2022

**THRU:** Gregory J. Logan

**FROM:** Mark Stipe

**SUBJECT:** Ordinance Authorizing the Mayor-President to execute a Quitclaim Deed accepting the donation to Lafayette City-Parish Consolidated Government of Immovable Property from Chevron U.S.A.

I attach the following, and request placement of same on the agenda for introduction at the July 19, 2022, Council Meetings:

- (a) A Joint Ordinance of the Lafayette Parish Council and the Lafayette City Council Authorizing the Mayor-President to execute a Quitclaim Deed accepting the donation to Lafayette City-Parish Consolidated Government of immovable property from Chevron U.S.A.
- (b) A Quitclaim Deed between Chevron U.S.A and Lafayette City-Parish Consolidated Government;
- (c) Agenda Item Submittal Form.

The Quitclaim Deed transfers ownership of a tract of immovable property that is approximately one (1) acre adjacent to the area described as Little Beaver Park. The property is more particularly described in the Quitclaim Deed attached to the Joint Ordinance. There is no consideration being paid for the immovable property, Chevron U.S.A is donating the property to Lafayette City-Parish Consolidated Government.

A Phase I environmental site assessment of the property in accordance with ASTM Standard E 1527-13 was recently performed, and no environmental concerns were identified or observed.

Should you have any questions, please contact our office.

  
\_\_\_\_\_  
**Mark E. Stipe**  
*Assistant City-Parish Attorney*  
Attachments  
CC: Paul Escott  
Josh Guillory

t: 337.406.9685 / glogan@lafayettela.gov



LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: A Joint Ordinance of the Lafayette Parish Council and the Lafayette City Council to authorize the Lafayette Mayor-President to enter into a Quitclaim Deed accepting the donation to Lafayette City-Parish Consolidated Government of Immovable Property from Chevron U.S.A

2) ACTION REQUESTED: Adoption of an Ordinance

3) COUNCIL DISTRICT(S) (if applicable): N/A

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: July, 19, 2022

B) FINAL ADOPTION: August 2, 2022

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) Submittal Item Justification Form (1 page)

C) Quitclaim Deed (5 pages)

D) Ordinance (2 pages)

6) FISCAL IMPACT:

       Fiscal Impact

  x   No Fiscal Impact

RECOMMENDED BY:

  
\_\_\_\_\_  
GREGORY J. LOGAN  
CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:

  
\_\_\_\_\_  
CYDRA WINGERTER  
CHIEF ADMINISTRATIVE OFFICER