

ORDINANCE NO. JO-104-2022

**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 Heymann 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 76, and more particularly described in the Act of Donation attached hereto as an exhibit (the "Immovable Property"); and

WHEREAS, the Immovable Property is undeveloped, and is adjacent to Heymann 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 an Act of Donation pursuant to which the ownership of the Immovable Property will be transferred to LCG (the "Act of Donation") on the terms and conditions set forth therein. A copy of the Act of Donation 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 Act of Donation, 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SECTION 3: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.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 a veto, whichever occurs first.

* * * * *

UNITED STATES OF AMERICA }
STATE OF LOUISIANA }
PARISH OF LAFAYETTE }

ACT OF DONATION

BE IT KNOWN, that on the dates set forth below, before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Parish/County as set forth above, and in the presence of the undersigned witnesses:

PERSONALLY, CAME AND APPEARED:

CHEVRON U.S.A. INC., a Pennsylvania corporation, having an address of 100 Northpark Blvd., Covington, LA 70433, (the "Donor") represented herein by its Land Management Officer, _____, as authorized by Certificate of Assistant Secretary attached hereto; **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 "Donee").

Donor and Donee sometimes also herein referred to as "Party" or collectively as "Parties". The effective date of this Act of Donation is _____ ("Effective Date").

Donor does hereby give, grant and donate inter vivos unto Donee, here present, accepting for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, all of Donor's right, title and interest in, on, under and to (1) the land, water, wetland, or waterway as described and identified on Exhibit A and depicted on the survey attached as Exhibit A-1, both attached hereto and made a part hereof ("the Land"); (2) if any presently exist on the land, all of the buildings, structures, facilities, improvements and moveable and immovable properties of every nature and character whatsoever, whether similar or dissimilar, situated or erected wholly or partially thereon; and (3) 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 ("Donation" or "Agreement"). This Donation is made and accepted subject to the following stipulations, conditions, encumbrances, agreements and reservations:

- 1) All restrictions, servitudes, easements, rights-of-way, covenants, conditions, grants, leases, agreements of every nature and kind, governmental laws, ordinances, restrictive covenants affecting the use of and/or encumbering the land and properties and other matters (including, not by way of limitation, encroachments and protrusions) that would be revealed by a public records search or a current on the ground survey and inspection of the Property or otherwise.



- 2) The following matters, whether or not evidenced by any instrument of record, but only to the extent each is valid and subsisting, remain in effect pursuant to the terms of any governing document, and continue 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 with no warranty of title, either express or implied.
- 4) **Disclaimer.** THE PROPERTY WILL BE CONVEYED IN AN "AS IS, WHERE IS" CONDITION, AND AS OF THE EFFECTIVE DATE, DONEE SHALL RELIEVE AND RELEASE DONOR FROM ANY AND ALL CLAIMS MADE AND ANY AND ALL LOSSES INCURRED FOR ANY VICES OR DEFECTS IN: ALL OR ANY PORTION OF THE PROPERTY, WHETHER OBVIOUS OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN, AND PARTICULARLY FOR ANY CLAIMS, RIGHTS OR CAUSES 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 ITS TITLE, QUALITY, MERCHANTABILITY, ENVIRONMENTAL CONDITIONS, OR ITS SUITABILITY OR FITNESS FOR DONEE'S INTENDED USE, OR FOR ANY USES OR PURPOSES WHATSOEVER, OR THAT SAID PROPERTY HAS BEEN RENDERED FREE FROM ANY DEFECTS, HAZARDS, CONTAMINATION, OR DANGEROUS CONDITIONS. DONEE ACKNOWLEDGES THAT PAST USAGE OF THE PROPERTY FOR OIL AND GAS EXPLORATION, DEVELOPMENT, OR PRODUCTION OR OTHER USES COULD HAVE RESULTED IN CONTAMINATION OF OR ON THE PROPERTY OR IMPROVEMENTS.
- 5) **Inspection by Donee.** Donee further certifies that the Property (including, but not limited to, any timber located thereon or any oil, gas or other mineral reserves thereunder) has been carefully inspected by Donee and that Donee is familiar with its condition and value thereof, and the improvements (including plumbing, electric wiring and equipment, debris, trash, farm equipment, and machinery installed thereon) located on the Property, inclusive of any hydrocarbons, other contaminants or waste

substances that may be present in the soil, water and groundwater, and assumes all risks and liabilities associated therewith. Donee acknowledges that the Property has been or may have been used in connection with oil, gas and other mineral exploration, development, transportation and operations, and may contain subsurface pipelines or flowlines.

- 6) **Successors, Heirs and Assigns.** It is further understood and agreed by the Parties hereto that the covenants set forth in this Donation shall be covenants running with the land and shall be binding upon Donee and Donee's successors and assigns. Without Donor's express written consent, which consent can be withheld for any reason, Donee may not sell, transfer, convey, donate or assign the Property, except to any successor governmental authority with notice to Donor in writing and addressed to Chevron U.S.A. Inc. Attn: Land Manager, 100 Northpark Blvd., Covington, LA 70433.
- 7) **Release and Indemnity.** DONOR AND DONEE ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CLAIMS MADE FOR LOSS OF USE, RENTS, ANTICIPATED PROFIT OR BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR MENTAL OR EMOTIONAL DISTRESS OR FEAR OF INJURY OR DISEASE BY THE PARTIES OR ANY THIRD PARTY.

BY ACCEPTING TITLE TO THE PROPERTY, DONEE RELEASES THE DONOR FROM ANY CLAIM MADE OR ANY LOSS SUSTAINED BY THE DONEE RELATED IN ANY MANNER TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL CLAIMS MADE AND LOSSES INCURRED RELATED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. DONEE RECOGNIZES THAT THERE IS A RISK THAT, AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, A CLAIM MAY BE MADE AGAINST DONEE OR DONEE MAY SUFFER A LOSS WHICH IS IN SOME WAY CAUSED BY THE MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE, AND DONEE AGREES THAT DONEE ASSUMES THIS RISK AND THAT THIS RELEASE SHALL APPLY TO ANY AND ALL SUCH UNKNOWN OR UNANTICIPATED LOSS OR CLAIM. IN THE EVENT THIS RELEASE IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN SUCH RELEASE SHALL BE CONSTRUED SO AS TO PRESERVE THE MAXIMUM RELEASE PERMITTED THEREBY.

DONEE SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE DONOR AND ITS AFFILIATES FROM (A) ANY CLAIM MADE OR ANY LOSS INCURRED (INCLUDING REASONABLE ATTORNEY 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 ATTORNEY FEES) ARISING OUT OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY, WHETHER SUCH ENVIRONMENTAL CONDITION EXISTED BEFORE, ON, OR AFTER THE EFFECTIVE DATE; AND (C) ANY CLAIM MADE OR LOSS INCURRED (INCLUDING REASONABLE ATTORNEY FEES) ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATING TO DONOR'S OWNERSHIP OF AND OPERATIONS CONDUCTED ON THE PROPERTY BEFORE THE EFFECTIVE DATE. SUCH CLAIM OR LOSS SHALL INCLUDE, BUT IS NOT LIMITED TO, ANY CLAIMS OR ANY LOSSES AS TO STRICT LIABILITY CLAIMS, INCLUDING THOSE UNDER THE COMPREHENSIVE

ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT; ANY CLAIMS BY NEIGHBORING OR OTHER LANDOWNERS REGARDING ALLEGED MIGRATION OF CONTAMINATION OR ENVIRONMENTAL CONDITIONS EMANATING FROM OR CAUSED BY OPERATIONS ON THE PROPERTY; AND ANY CLAIMS BY THE STATE OF LOUISIANA, THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES, ANY PARISH OR LOCAL GOVERNMENT, ANY LEVEE BOARD, OR ANY OTHER GOVERNMENTAL ENTITY OR LANDOWNER REGARDING ALLEGED SUBSIDENCE, COASTAL EROSION, AND ASSOCIATED DAMAGES. DONEE FURTHER AGREES THAT DONOR RETAINS THE PERSONAL RIGHT OF ACTION TO CLAIM DAMAGES RELATING TO: 1) ACTIVITIES OR OPERATIONS THAT OCCURRED AT THE PROPERTY PRIOR TO THE EFFECTIVE DATE; AND/OR 2) THE ENVIRONMENTAL CONDITION OF THE PROPERTY PRIOR TO THE EFFECTIVE DATE.

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 SHALL BE DEEMED NULL AND VOID. DONEE FURTHER AGREES TO CAUSE THE PROVISIONS OF THIS CLAUSE 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. HOWEVER, THE ASSUMED OBLIGATIONS UNDER ANY SUBSEQUENT TRANSFER OR ASSIGNMENTS BY DONEE SHALL BE AVAILABLE TO DONOR IN ADDITION TO THE INDEMNIFICATION PROVIDED HEREIN. SUBSEQUENT TRANSFERS OR ASSIGNMENTS BY DONEE SHALL NOT ALTER DONEE'S INDEMNIFICATION OBLIGATIONS TO DONOR AS AGREED HEREIN.

- 8) **Right of Access.** Donor retains and reserves to itself, its successors and assigns, the right of ingress and egress to the Property for any and all purposes. However, Donor agrees that it will use its best efforts to not unreasonably interfere with the Donee's use of the Property.

- 9) **Use of Property.** Donor acknowledges that Donee is acquiring the Property, and Donee agrees to use the Property in perpetuity, for the purposes of expanding the footprint of the Heymann Park property for recreational amenities and, among others, of maintaining, conserving and enhancing the natural resources thereof and conducting such recreational activities, which are consistent with the purposes, as more specifically set forth herein. Donee agrees that the Property will not be used for any commercial or residential purposes. Donee agrees that it will not subdivide the Property. Donee does not intend to, and shall not, use the Property for oil and/or gas operations.

- 10) **Laws, Rules and Regulations.** Donee acknowledges that there may be wetlands present on the Property. Donee agrees that it will be responsible for obtaining all necessary regulatory permits for its use of the Property, including, but not limited to, an Army Corps of Engineers permit, and that it will comply with all laws, rules and regulations governing the Property, and Donee's use of the Property.

- 11) **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.

- 12) **Severability.** If any provision of this Agreement or its application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
- 13) **No Public Disclosure.** Donee shall not issue any public announcement or statement concerning this Donation or make any use of Donor's names, image, logos, or trademarks without obtaining Donor's prior written consent. This restriction is not intended to prohibit disclosure for purposes of obtaining authorization for Donee to enter into this Agreement. Nothing in this Section 13 shall be construed to limit, affect, or impair Donee's obligations with respect to the disclosure of public records in accordance with Louisiana law (the 'Public Records Law'). In the event of a conflict between the provisions of this Section 13 and the Public Records Law, the obligations of Donee pursuant to the Public Records Law shall prevail.
- 14) **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
- 15) **Recordation.** Donor and Donee agree to record this Donation in the conveyance records of Lafayette Parish.
- 16) **Proper Authority and Execution.** Donor and Donee represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority. This Agreement shall have no binding force and effect on either Party unless and until both Donor and Donee shall have executed and delivered this Agreement.
- 17) **Conflicts of Interest.** Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, neither Donee, nor any director, employee, or agent of Donee shall give to or receive from any director, employee, or agent of Donor any gift, entertainment, or other favor of significant value, or any commission, fee, or rebate. Likewise, neither Donee nor any director, employee, or agent of Donee shall, without prior written notification thereof to Donor, enter into any business relationship with any director, employee, or agent of Donor or any affiliate thereof, unless such individual is acting for and on behalf of Donor. Donee shall promptly notify Donor of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Donor. Additionally, in the event of any violation of this Section, including any violation occurring prior to the Effective Date of this Agreement, resulting directly or indirectly in Donor's consent to enter into this Agreement, Donor may, at Donor's sole option, terminate this Agreement at any time. Any representatives authorized by Donor may audit any and all records of Donee for the sole purpose of determining whether there has been compliance with this Section.
- 18) **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.

19) **Amendments.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of Donor and Donee.

20) **Dispute Resolution.** This Agreement is governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to its choice of law rules, except that the substantive and procedural rules of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "Act") shall govern this Section. The Parties shall exclusively and finally resolve any dispute between them using direct negotiations, mediation, and then arbitration as set out in this Section. If a dispute arising out of this Agreement is not resolved by direct negotiations, either Party may initiate mediation by giving notice to the other setting out the disputed issues and the value of the claim. If the Parties fail to resolve the dispute within 60 days from notice of mediation, either Party may initiate binding arbitration by giving notice to the other Party. The place of arbitration must be New Orleans, Louisiana. One arbitrator (or 3 arbitrators if the monetary value of the dispute is more than US\$5,000,000 or its currency equivalent, or if there is a dispute whether the monetary value exceeds the US\$5,000,000) will conduct the arbitral proceedings in English, in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules. To the extent of any conflicts between the Act or the CPR Rules and the provisions of this Agreement, the provisions of this Agreement prevail. The CPR is the appointing authority. The maximum number of witnesses each Party may call to give evidence is 3 witnesses of fact and 1 expert witness. The arbitration award is final and binding. Regardless of which Party prevails, all arbitration fees and costs must be paid equally and each Party shall bear its own attorneys' fees and costs in connection with such arbitration. The Parties irrevocably waive their right to any form of appeal, review, or recourse to any court or other judicial authority under any applicable law, to the extent that such waiver may be validly made. Proceedings to (1) preserve property or seek injunctive relief, or (2) enforce an award under this Section, may be brought in any court of competent jurisdiction.

IN WITNESS WHEREOF, Donor and Donee have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

(SIGNATURES CONTINUE ON NEXT PAGE)

STATE OF LOUISIANA

PARISH OF _____

THUS DONE AND PASSED, on the ____ day of _____, 2023, but made effective on the Effective Date, by the Donor, in the Parish of _____, 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:

DONOR:

CHEVRON U.S.A. INC.

By: _____

Print Name: _____

Print Name: _____

Its: Land Management Officer

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Notary ID/LA Bar Roll No.: _____

Commission Expiration: _____

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

THUS DONE AND PASSED, on the ____ day of _____, 2023, but made effective on the Effective Date, by the Donee, 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:

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

Print Name: _____

Print Name: _____

By: Joshua S. Guillory
Title: Mayor-President

NOTARY PUBLIC

Print Name: _____
Notary ID/LA Bar Roll No.: _____
Commission Expiration: _____

EXHIBIT "A"

The Land

That certain tract or parcel of land being Tract A containing 5.85 acres described as being situated in Section 76, Township 9 South, Range 5 East, Lafayette Parish, Louisiana, and shown on the Map of Survey by Ryan J. Fuselier, Registered Professional Land Surveyor, dated 10/26/2022, revised 11/04/2022 and 11/08/2022, being more particularly described as follows:

Commencing at the intersection of centerlines of Judy Street and Larry Street of Section 76, T9S, R5E, Lafayette Parish, Louisiana, being the POINT OF COMMENCEMENT (P.O.C.), proceed along the centerline of Judy Street N 48° 58' 22" W for a distance of 99.32 feet to a point on centerline; thence, leaving said centerline, S 41° 01' 38" W for a distance of 18.48 feet to a three-quarter inch iron pipe found along the Southerly right-of-way of Judy Street; being the POINT OF BEGINNING (P.O.B.);

From the POINT OF BEGINNING (P.O.B.), proceed S 49° 04' 39" E for a distance of 1,227.30 feet to a point along the ordinary low water line of the Northerly bank of the Vermilion River from which a set five-eight-inch iron rod serving as an offset corner bears N 49° 04' 39" W for a distance of 21.97 feet;

Thence, continuing along said water line, N 82° 14' 50" W for a distance of 40.20 feet to the beginning of a non-tangential curve;

Said curve turning to the left through an angle of 06° 39' 36", having a radius of 75.24 feet, and whose long chord bears N 88° 51' 44" W for a distance of 8.74 feet to a point of intersection with a non-tangential line;

Thence, N 89° 31' 13" W for a distance of 5.76 feet to a point on said water line;

Thence, S 89° 29' 52" W for a distance of 3.93 feet to a point on said water line;

Thence, S 87° 04' 39" W for a distance of 5.17 feet to the beginning of a non-tangential curve;

Said curve turning to the left through an angle of 57° 42' 12", having a radius of 4.38 feet, and whose long chord bears S 61° 25' 41" W for a distance of 4.22 feet to a point of intersection with a non-tangential line;

Thence, S 32° 55' 56" W for a distance of 3.54 feet to a point on said water line;

Thence, S 39° 11' 32" W for a distance of 9.64 feet to a point on said water line;

Thence, S 41° 52' 39" W for a distance of 10.27 feet to the beginning of a non-tangential curve;

Said curve turning to the right through an angle of $32^{\circ} 32' 15''$, having a radius of 12.07 feet, and whose long chord bears $S 56^{\circ} 19' 17'' W$ for a distance of 6.76 feet to a point of intersection with a non-tangential line;

Thence, $S 73^{\circ} 45' 29'' W$ for a distance of 24.87 feet to a point on said water line;

Thence, $S 75^{\circ} 04' 58'' W$ for a distance of 69.81 feet to a point on said water line;

Thence, $S 75^{\circ} 28' 56'' W$ for a distance of 49.13 feet to a point on said water line;

Thence, $S 74^{\circ} 47' 24'' W$ for a distance of 195.47 feet to the beginning of a non-tangential curve;

Said curve turning to the left through an angle of $06^{\circ} 54' 22''$, having a radius of 120.84 feet, and whose long chord bears $S 71^{\circ} 16' 46'' W$ for a distance of 14.56 feet to a point of intersection with a non-tangential line;

Thence, $S 69^{\circ} 22' 00'' W$ for a distance of 36.85 feet to a point on said water line;

Thence, $S 72^{\circ} 57' 23'' W$ for a distance of 103.57 feet to a point on said water line;

Thence, $S 65^{\circ} 16' 41'' W$ for a distance of 80.29 feet to a point on said water line;

Thence, $S 64^{\circ} 09' 13'' W$ for a distance of 78.72 feet to the beginning of a non-tangential curve and a point on said water line and along the Easterly right-of-way of the Northbound lanes of US Highway 90 (Southeast Evangeline Throughway) from which a set five-eighth-inch iron rod serving as an offset corner bears $N 36^{\circ} 42' 54'' W$ for a distance of 16.81 feet;

Said curve, leaving said water line and continuing along said right-of-way, turning to the left through an angle of $05^{\circ} 02' 24''$, having a radius of 2,132.76 feet, and whose long chord bears $N 36^{\circ} 42' 54'' W$ for a distance of 187.55 feet to a point of intersection with a non-tangential line and a set five-eighth-inch iron rod;

Thence, leaving said right-of-way, $N 38^{\circ} 25' 03'' E$ for a distance of 552.74 feet to a set five-eighth-inch iron rod;

Thence, $N 49^{\circ} 11' 28'' W$ for a distance of 630.53 feet to a point from which a set five-eighth-inch iron rod serving as an offset corner bears $S 49^{\circ} 11' 28'' E$ for a distance of 4.14 feet;

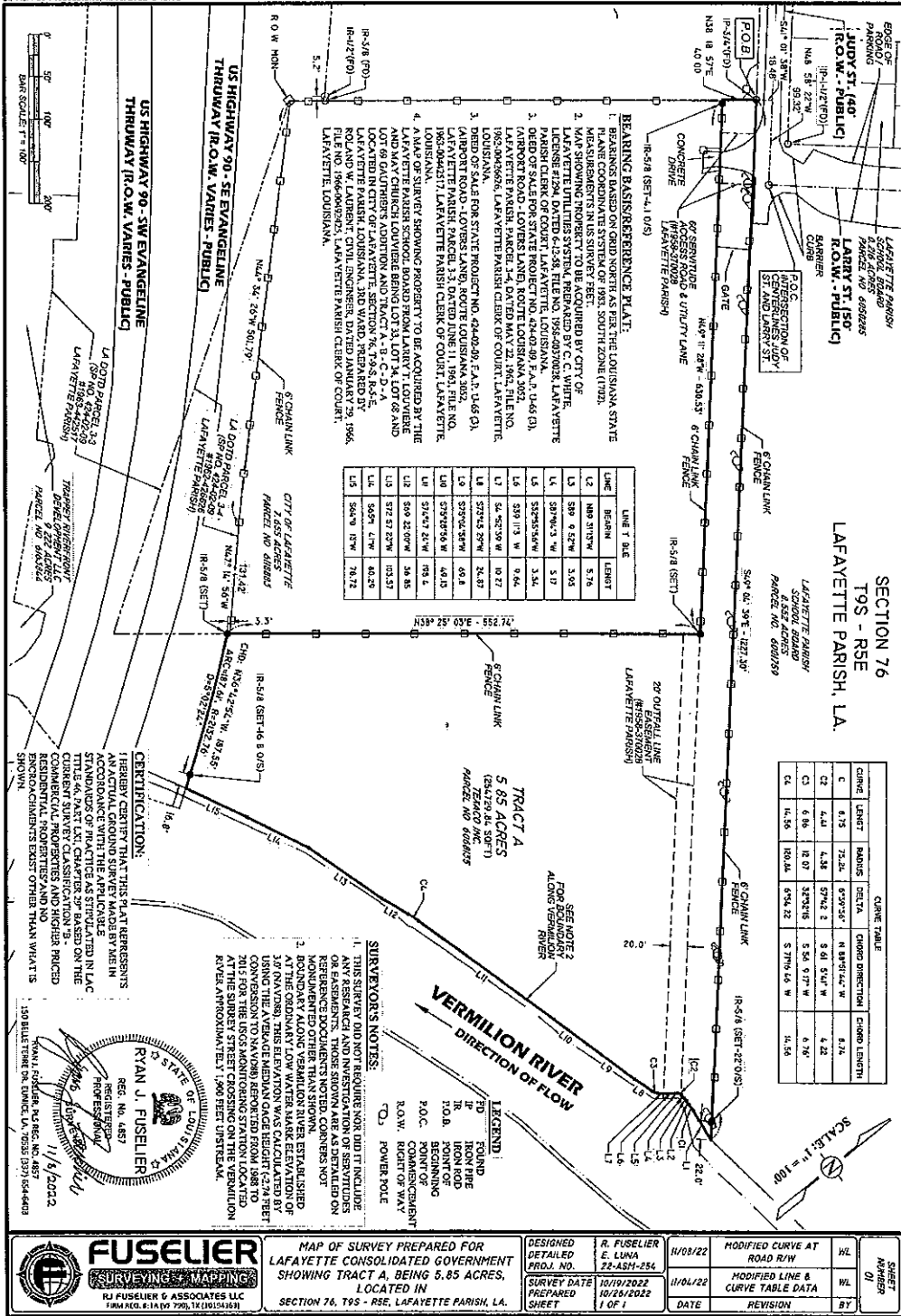
Thence, $N 38^{\circ} 18' 57'' E$ for a distance of 40.00 feet to the POINT OF BEGINNING (P.O.B.), together with all improvements thereon.

The above described parcel also being identified as Lafayette Parish Assessor Parcel #6068135.

End of Exhibit "A"

EXHIBIT "A-1"
The Land

{Survey to follow on next page }



FUSELIER SURVEYING & MAPPING
 RYAN J. FUSELIER
 REG. NO. 4857
 PROFESSIONAL SURVEYOR
 STATE OF LOUISIANA
 11/6/2022
 TONALI, COCKER, 742 REG. NO. 4857
 430 BELLEFLORE DR. DUNBAR, LA. 70529 (504) 584-6403

MAP OF SURVEY PREPARED FOR
 LAFAYETTE CONSOLIDATED GOVERNMENT
 SHOWING TRACT A, BEING 5.85 ACRES,
 LOCATED IN
 SECTION 76, T9S - R5E, LAFAYETTE PARISH, LA.

DESIGNED DETAILS BY R. FUSELIER S. LUNA 74-454-254	11/08/22	MODIFIED CURVE AT ROAD R/W	HL
SURVEY DATE PREPARED BY 10/25/2022 R. FUSELIER	11/04/22	MODIFIED LINE & CURVE TABLE DATA	HL
SHEET 1 OF 1	DATE	REVISION	BY



RECEIVED
DEC 05 2022
Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Legal Department (1400)

TO: Cydra Wingerter,
Chief Administrative Officer **DATE:** December 5, 2022

THRU: Gregory J. Logan *GJL*

FROM: Mark Stipe

SUBJECT: Ordinance Authorizing the Mayor-President to execute an Act of Donation accepting the donation to Lafayette City-Parish Consolidated Government of Immovable Property from Chevron U.S.A., Inc.

I attach the following, and request placement of same on the agenda for introduction at the December 20, 2022, Council Meetings:

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

The Act of Donation transfers ownership of a tract of immovable property that is approximately six (6) acres adjacent to Heymann Park. The property is more particularly described in the Act of Donation attached to the Joint Ordinance, and the exact acreage is 5.85 acres based on the survey attached to the Act of Donation. There is no consideration being paid for the immovable property, Chevron U.S.A., Inc. is donating the property to Lafayette City-Parish Consolidated Government.

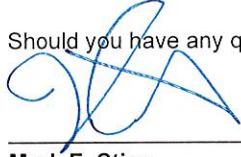
The Act of Donation obligates Lafayette City-Parish Government to dedicate the property to recreational use in perpetuity, and in particular to expand the footprint of Heymann Park. The Act of Donation also obligates Lafayette City-Parish Government to not use the property for

t: 337.406.9685 / glogan@lafayettela.gov

commercial or residential purposes or for oil and/or gas operations, and not subdivide the property.

A Phase I environmental site assessment of the property in accordance with ASTM Standard E 1527-21 was recently performed, and no environmental concerns were identified or observed with respect to the property. It was noted this property is adjacent to a treatment plant operated by Lafayette Utilities System, and so any environmental concerns at that operation that may arise in the future would be relevant to this property.

Should you have any questions, please contact our office.



Mark E. Stipe
Assistant City-Parish Attorney

Attachments

C: Paul Escott
Mayor-President Joshua S. Guillory

LAFAYETTE JOINT 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 accept the donation to Lafayette City-Parish Consolidated Government of Immovable Property from Chevron U.S.A., Inc.

2) **ACTION REQUESTED:** Adoption of an Ordinance

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

4) **REQUESTED ACTION OF COUNCIL:**

A) **INTRODUCTION:** December 20, 2022

B) **FINAL ADOPTION:** January 3, 2023

5) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Cover Memo (2 pages)

B) Submittal Item Justification Form (1 page)

C) Act of Donation (12 pages)

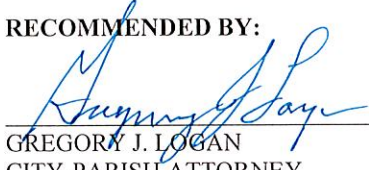
D) Ordinance (2 pages)

6) **FISCAL IMPACT:**

Fiscal Impact

No Fiscal Impact

RECOMMENDED BY:



GREGORY J. LOGAN
CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:



CYTHA WINGERTER
CHIEF ADMINISTRATIVE OFFICER