

RES 54

Authorizing the mayor to execute an act of donation between the City of Shreveport and the Parish of Caddo and to otherwise provide with respect thereto.

ACT OF DONATION

STATE OF LOUISIANA:

PARISH OF CADDO:

BE IT KNOWN, on the dates herein below written before the undersigned authority, a Notary Public, duly commissioned and qualified in and for the said Parish, personally came and appeared

THE PARISH OF CADDO, a political subdivision of the State of Louisiana, whose mailing address is P. O. Box 1127, Shreveport, Louisiana 71163-1127, represented herein by Erica R. Bryant, Administrator, and Chief Executive Officer, hereinafter referred to as "Grantor,"

(DEALING HEREIN WITH ADJUDICATED PROPERTY ACQUIRED BY THE PARISH OF CADDO UNDER LA.R.S. 47:2236)

who declared that the Grantors do by these presents GRANT, BARGAIN, DONATE AND CONVEY, without any warranty of title whatsoever, either express or implied, but with full substitution and subrogation in and to all the rights and actions of warranty which the Grantors may have unto

THE CITY OF SHREVEPORT, a municipality of the State of Louisiana, whose mailing address is 505 Travis Street, Shreveport, Louisiana, 71101, herein represented by Tom Arceneaux, its Mayor, collectively hereinafter referred to as "Grantees";

the following described property, to wit:

Lot 54 and One-Half adjacent abandoned alley, Boisseau Annex, a subdivision of the City of Shreveport, as per plat filed and recorded in Book 50, Page 243, of the Conveyance Records of Caddo Parish, Louisiana. (**Assessor's Geo. No. 181435-128-0054-00**)

The grantee warrants and acknowledges to and agrees with the grantor that the grantee is accepting the Property in an "as is" condition, with all faults, liabilities, defects, or other adverse matters that may be associated with the Property. The grantee hereby and specifically accepts the Property without any warranties, representations, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the grantor. The grantee acknowledges that the grantor acquired the Property by means of adjudication for unpaid ad valorem property taxes and, consequently, has little or no direct knowledge concerning the physical or economic characteristics of the Property. The grantee acknowledges that the grantor has made no representations as to the validity of the statutes and ordinances authorizing this conveyance and that the grantor has advised the grantee to seek legal advice before proceeding with this conveyance. The grantee acknowledges that the grantee has not relied, and is not relying upon any information, document, sales brochures or other literature, maps or sketches, projection, pro forma statement, representation, guarantee or warranty (whether express or implied, or oral or written or material or immaterial) that may have been given by or made by or on behalf of the grantor.

The grantee hereby acknowledges that he shall not be entitled to, and should not rely on the grantor or its agents as to (i) the quality, nature, adequacy or physical condition of the Property, including but not limited to the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or the existence of water at the Property, if any; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property, if any; (iv) the development potential of the Property, its habitability, merchantability or fitness, suitability or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the

Property's or its operations compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor or materials relating in any way to the Property; (viii) the condition of title to the Property or the nature, status and extent of any right of way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property; or (ix) the legal or tax consequences of this conveyance or its underlying transaction.

The grantee acknowledges that the grantor has not, does not, and will not make any representation or warranty with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including, but not limited to those pertaining to the handling, generating, treating, storing or disposing of any hazardous waste or substance, as the terms "hazardous waste" or "hazardous substance" are defined by any federal, state or local law, rule, regulation or requirement.

The grantee further acknowledges that the grantee has had and or has been given an adequate opportunity to make such legal, factual, and other inquiries and investigations as the grantee deem necessary, desirable, or appropriate with respect to the Property. Such inquiries and investigations of the grantee shall be deemed to include, but shall not be limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any wood destroying organisms on the Property, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions and regulations of the city, parish and state where the Property is located and the value and marketability of the Property.

Without in any way limiting the generality of the foregoing, the grantee specifically acknowledges and agrees that the hereby waives, releases, and discharges any claim he has, might have had, or may have against the grantor with respect to the title to the Property, the condition of the Property, either patent or latent, the ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or occupancy of the Property, and or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any federal, state or local environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exists with respect to the Property.

The grantee waives the production of any termite certificate, any mortgage certificate and any conveyance certificate pertaining to the Property and any adjoining property.

The grantee takes cognizance of all future taxes, liens, and assessments due and payable to the grantor and agrees to pay the same.

The Parish of Caddo reserves unto itself all oil, gas, and other minerals and mineral rights whatsoever, in, on, or under the property transferred in this instrument. The Parish of Caddo shall exercise the mineral rights herein reserved with reasonable regard to the rights of the surface landowner and shall use only so much of the land, including the surface, as is reasonably necessary to conduct operations. Such exercise of mineral rights shall be subject to the provisions of Articles 11 and 22 of the Louisiana Mineral Code. The Parish of Caddo shall at all times have the right of ingress and egress on, over, and under the surface of said lands as reasonably necessary to the exercise of the mineral servitude herein reserved, and such other rights to use the surface that are necessary.

THUS DONE AND PASSED by the grantor before me, Notary, and the undersigned witnesses on this _____ day of _____, 2025.

WITNESSES: **GRANTOR:**
PARISH OF CADDO

Steven Walker

BY: Erica R. Bryant,
Administrator, and
Chief Executive Officer

William M. Talton

NOTARY PUBLIC

THUS DONE AND PASSED by the grantee before me, Notary, and the undersigned witnesses on this _____ day of _____, 2025.

WITNESSES: **GRANTEE:**
CITY OF SHREVEPORT

BY: Tom Arceneaux - Mayor

NOTARY PUBLIC

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA****TITLE**

A Resolution authorizing the Mayor to execute an act of donation between the City of Shreveport and the Parish of Caddo and to otherwise provide with respect thereto.

DATE

March 27, 2025

ORIGINATING DEPARTMENT

Department of Public Works

COUNCIL DISTRICT

District A

SPONSOR**PURPOSE**

To allow the mayor to execute an act of donation between the City of Shreveport and the Parish of Caddo in order to obtain a property located in the middle of the C.C. Antoine Park Expansion.

BACKGROUND INFORMATION

The Parish of Caddo has seized a property located in the C.C. Antoine Park Expansion area. This is the only piece of property in the park not yet owned by the City. This donation will allow the City to take the property, clear it and incorporate it into the park.

TIMETABLE

Introduction: April 8, 2025
Final Passage: April 22, 2025

ATTACHMENTS

Act of Donation

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

N/A

SOURCE OF FUNDS

N/A

ALTERNATIVES**RECOMMENDATION**

It is recommended that the City Council adopt the Resolution.

FACT SHEET PREPARED BY:

Stephen Terese
Public Works

RESOLUTION NUMBER _____ OF 2025

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ACT OF
DONATION BETWEEN THE CITY OF SHREVEPORT AND THE PARISH OF
CADDO AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY COUNCILMEMBER:

WHEREAS, the donation of this property will allow for the final completion of the C.C. Antoine Park Expansion project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened, that Tom Arceneaux, Mayor, be and is hereby authorized to execute, on behalf of the City of Shreveport, an act of donation between the City of Shreveport and the Parish of Caddo for the donation of Lot 54 and One-Half adjacent abandoned alley, Boisseau Annex, a subdivision of the City of Shreveport, as per plat filed and recorded in Book 50, Page 243, of the Conveyance Records of Caddo Parish, Louisiana. (Assessor's Geo. No. 181435-128-0054-00).

BE IT FURTHER RESOLVED that if any provisions or items of this resolution or the application thereof are held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

THUS DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office