

**ACT OF DONATION
BY THE CITY OF NEW ORLEANS
TO**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS**

BE IT KNOWN, that on this _____ day of _____, 20__;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and the Parish aforesaid, and in the presence of the undersigned witnesses;

PERSONALLY CAME AND APPEARED:

THE CITY OF NEW ORLEANS, represented herein by **C. RAY NAGIN**, Mayor of the City of New Orleans, herein acting in his official capacity, pursuant to the Home Rule Charter of the City of New Orleans (hereinafter referred to as “Donor”);

who declared that, pursuant to La. Const. Art. 7, Sec. 14(B)(6), La. R.S. 33:4717.3, and La. R.S. 33:4720.25 *et seq.*, it does hereby grant, donate, convey, transfer, assign and deliver unto _____ (hereinafter referred to as “Donee”), unconditionally and irrevocably, without warranty of title, the following real property, to-wit:

A CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the _____ **District** of the City of New Orleans, State of Louisiana, in **Square** _____ thereof, which square is bounded by _____.

TO HAVE AND TO HOLD said property unto said Donee, its successors and assigns forever.

This donation is subject to revocation or dissolution in the event the Donee fails to renovate said property within 270 days of the date hereof or fails to maintain the property until the sale, transfer or conveyance of the property by Donee. The renovation and maintenance shall be consistent with the requirements of the New Orleans City Code and the New Orleans Building Code.

The Donee must fulfill the resale requirements of La. R.S. 33:4720.29(B), or the purchaser shall refund the full amount of Waived Delinquent Revenues as required by La. R.S. 33:4720.29(C).

This donation shall operate as a cancellation of all taxes, paving and other assessments, interest, and penalties in accordance with La. R.S. 33:4720.29(A) and Ordinance No. 20,819, M.C.S., and shall transfer the property to the Donee free and clear of any liens and privileges in accordance with La. R.S. 33:4720.32.

Pursuant to La. R.S. 33:4720.30(B), the recordation of this post-adjudication act of donation in the conveyance office shall, in the manner as a tax sale deed pursuant to La. R.S. 47:2183, operate as a cancellation of all conventional and judicial mortgages recorded against the property herein donated.

THE PROPERTY CONVEYED HEREIN IS BEING DONATED “AS IS, WHERE IS,” WITHOUT ANY WARRANTY WHATSOEVER WITH RESPECT TO THE CONDITION OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS OR CONTENTS, AND WITHOUT ANY WARRANTY WHATSOEVER WITH RESPECT TO THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR OR GENERAL USE OR PURPOSE, SOIL CONDITIONS, ZONING OR OTHER USE

RESTRICTIONS, COMPLIANCE WITH THE PROVISIONS OF THE AMERICAN WITH DISABILITIES ACT, OR ANY ENVIRONMENTAL MATTERS. DONEE HAS FULLY INSPECTED THE PROPERTY AND ITS COMPONENT PARTS AND IS COMPLETELY SATISFIED WITH ITS CURRENT CONDITIONS. DONEE AND DONOR JOINTLY ACKNOWLEDGE AND AGREE THAT THE FOREGOING WAIVERS AND DISCLAIMERS ARE OF THE ESSENCE OF THIS TRANSACTION AND THE SAME WOULD NOT OTHERWISE HAVE BEEN ENTERED INTO OR CONSUMMATED.

THUS DONE AND PASSED in my office in New Orleans, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the appearer and before me, Notary, after due reading of the whole.

WITNESSES:

THE CITY OF NEW ORLEANS

_____ By: _____
Mayor C. Ray Nagin

NOTARY PUBLIC
My commission is issued for life.

**STATE OF LOUISIANA
PARISH OF ORLEANS**

BE IT KNOWN, that on this _____ day of _____, 20__;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and the Parish aforesaid, and in the presence of the undersigned witnesses;

PERSONALLY CAME AND APPEARED:

_____ (EIN # _____), a Louisiana corporation domiciled in the Parish of Orleans, represented herein by its _____, _____, duly authorized by virtue of a resolution of its Board of Directors, a copy of which is annexed hereto, whose mailing address is _____ (hereinafter referred to as "Donee");

who declared unto me, Notary, that by Act of Donation executed before August LaNasa, Notary Public, dated _____, 20____, a copy of which is attached hereto as Exhibit "A" and made a part hereof, the property described in said Exhibit "A" was donated to it, and Donee hereby accepts the said donation with gratitude.

Donee agrees to renovate and maintain such property until conveyance of the property by Donee.

Donee has read this waiver, has had it brought to its attention and explained to it, and understands its terms

DONEE EXPRESSLY AGREES THAT THE PROPERTY CONVEYED HEREIN IS BEING SOLD "AS IS, WHERE IS," WITHOUT ANY WARRANTY WHATSOEVER WITH RESPECT TO THE CONDITION OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS OR CONTENTS, AND WITHOUT ANY WARRANTY WHATSOEVER WITH RESPECT TO THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR OR GENERAL USE OR PURPOSE, SOIL CONDITIONS, ZONING OR OTHER USE RESTRICTIONS, COMPLIANCE WITH THE PROVISIONS OF THE AMERICAN WITH DISABILITIES ACT, OR ANY ENVIRONMENTAL MATTERS. DONEE HAS FULLY INSPECTED THE PROPERTY AND ITS COMPONENT PARTS AND IS COMPLETELY SATISFIED WITH ITS CURRENT CONDITIONS. DONEE EXPRESSLY ACKNOWLEDGES THE FOREGOING AND WAIVES ANY RIGHT OR CAUSE OF ACTION WHICH DONEE HAS OR MAY HAVE TO RESCIND OR RESOLVE THE SALE OR TO DEMAND A RETURN, REDUCTION, SETOFF OR DIMINUTION OF THE PURCHASE PRICE BASED UPON THE EXISTENCE OF ANY REDHIBITORY OR OTHER VICIS OR DEFECTS OR BASED UPON THE UNSUITABILITY OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS FOR DONEE'S INTENDED USE OR ANY OTHER USE. DONEE ACKNOWLEDGES AND AGREES THAT THE FOREGOING DISCLAIMER AND WAIVER OF WARRANTIES HAVE BEEN FULLY EXPLAINED TO DONEE AND THAT DONEE UNDERSTANDS THE SAME. DONEE ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVERS AND DISCLAIMERS ARE OF THE ESSENCE OF THIS TRANSACTION AND THE SAME WOULD NOT OTHERWISE HAVE BEEN ENTERED INTO OR CONSUMMATED.

THUS DONE AND PASSED in my office in New Orleans, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the appearer and before me, Notary, after due reading of the whole.

WITNESSES:

—

By:

—

(Name)

Its _____

NOTARY PUBLIC
My commission is issued for life.