

**PARISH OF CADDO
APPLICATION FOR DONATION OF ADJUDICATED PROPERTY**

**GENERAL INFORMATION
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1. **DATE OF APPLICATION:** _____

2. **NAME OF INDIVIDUAL MAKING APPLICATION ON BEHALF OF 501(C)(3) OR 501(C)(4) ORGANIZATION:**

3. **NAME OF 501(C)(3) OR 501(C)(4) ORGANIZATION:**

PLEASE PRINT

PLEASE PRINT

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

TELEPHONE NUMBER

TELEPHONE NUMBER

FAX NUMBER

FAX NUMBER

4. **GENERAL PURPOSE OF 501(C)(3) OR 501(C)(4) ORGANIZATION:**

5. **MUNICIPAL ADDRESS, CITY, STATE, AND ZIP OF PROPERTY REQUESTED:**

6. **ASSESSOR'S GEOGRAPHIC ACCOUNT NUMBER OF PROPERTY REQUESTED:**

7. **INTENDED USE OF PROPERTY REQUESTED:**

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**REQUIRED ATTACHMENTS
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8. **INTERNAL REVENUE SERVICE
LETTER DEMONSTRATING
501(C)(3) OR 501(C)(4) STATUS**
9. **APPLICATION FEE: \$200.00** **CERTIFIED FUNDS ONLY – NO PERSONAL
CHECKS; PAYABLE TO PARISH OF CADDO
(\$100 REPRESENTS AN UN-REFUNDABLE
APPLICATION FEE; \$100 REPRESENTS AN
ADVANCE TOWARDS NOTICE AND
ADVERTISING FEES). THESE FEES MAY
BE ADJUSTED, UP OR DOWN, DEPENDING ON
THE ACTUAL COSTS INCURRED. A BALANCING
OF THE FEES WILL OCCUR AT THE
CONCLUSION OF THE PROCESS).**
10. **RENOVATION AND
MAINTENANCE PLAN** **PLAN MUST INCLUDE STATEMENT OF
ANTICIPATED BENEFITS TO THE
NEIGHBORHOOD AND COMMUNITY AT LARGE;
ESTIMATED COSTS OF PLAN; A DETAIL OF ALL
SOURCES OF PLAN FUNDS; AND ESTIMATED
TIME FOR COMPLETION OF PLAN.**

**PLEASE NOTE: APPLICATIONS WHICH ARE RECEIVED WITHOUT ITEM
NUMBERS 8, 9, AND 10 WILL NOT BE PROCESSED.**

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**GENERAL CONDITIONS
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THE PARISH OF CADDO MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE CONSTITUTIONALITY OF THE DONATION OF ADJUDICATED PROPERTY. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. THE PARISH OF CADDO SHALL NOT BE LIABLE TO ANY APPLICANT, DONEE, OWNER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE DONATION OF ADJUDICATED PROPERTY.

THE DONATION OF ADJUDICATED PROPERTY IS AUTHORIZED UNDER LOUISIANA CONSTITUTION ARTICLE 7, SECTION 14(b)(6), LSA-R.S. 33:4717.3, AND OTHER STATE STATUTORY PROVISIONS. ALL APPLICANTS ARE STRONGLY ADVISED TO OBTAIN LEGAL COUNSEL PRIOR TO MAKING AN APPLICATION FOR THE DONATION OF ADJUDICATED PROPERTY AND TO REVIEW THE APPLICATION AND AGREEMENT FOR DONATION OF ADJUDICATED PROPERTY. THE USE OF ADJUDICATED PROPERTY AS COLLATERAL AND THE ABILITY TO RESELL OR RECONVEY ADJUDICATED PROPERTY IS NOT WARRANTED OR GUARANTEED. IF PROPERTY IS ENCUMBERED WITH FEDERAL TAX LIENS, THE INTERNAL REVENUE SERVICE HAS THE RIGHT TO REDEEM SAID PROPERTY BEYOND THE DATE OF DONATION. THE APPLICANT SHALL NOT HAVE ANY RECOURSE AGAINST THE PARISH OF CADDO OR THE CADDO PARISH COMMISSION OR ANY OF ITS OFFICERS, ADMINISTRATORS, EMPLOYEES, ATTORNEYS, OR ANY OTHER AGENT FOR ANY DEFECT OF TITLE OR ANY DEFECT IN THE PROPERTY.

THE UNDERSIGNED HEREBY AGREES AND CERTIFIES THAT I HAVE READ AND UNDERSTAND THE APPLICATION AND GENERAL CONDITIONS FOR THE DONATION OF ADJUDICATED PROPERTY. I FULLY UNDERSTAND AND AGREE THAT IN ACCORDANCE WITH SAID CONDITIONS, I AM NOT THE ORIGINAL OWNER OF RECORD OF AN IMMEDIATE FAMILY MEMBER OF THE ORIGINAL OWNER OF RECORD, NOR DO I HOLD A FINANCIAL INTEREST IN THE ADJUDICATED PROPERTY NOTED IN THIS APPLICATION FOR DONATION OF ADJUDICATED PROPERTY.

THE PARISH OF CADDO WILL RESERVE ANY AND ALL OF THE OIL, GAS, AND OTHER MINERALS UNDER THE SUBJECT PROPERTY.

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**GENERAL CONDITIONS
PAGE 4**

IT IS FURTHER UNDERSTOOD AND AGREED TO BY THE UNDERSIGNED THAT THE PARISH OF CADDO WILL ADVERTISE THE ADJUDICATED PROPERTY BEING APPLIED FOR HEREIN IN AN EFFORT TO SOLICIT OFFERS FOR THE PURCHASE OF SAME. IF ANY SUCH OFFERS ARE RECEIVED AFTER THE COMPLETION OF THE DONATION APPLICATION, THE APPLICANT HEREIN SHALL BE GIVEN THE OPPORTUNITY TO BID FOR THE PURCHASE OF THE SAID PROPERTY OR BE REFUNED ANY MONIES EXPENDED IN THE DONATION APPLICATION PROCESS BY THE PROSPECTIVE PURCHASER.

PRINT NAME OF 501(C)(3) OR 501(C)(4) ORGANIZATION

**PRINT NAME OF INDIVIDUAL MAKING APPLICATION ON
BEHALF OF 501(C)(3) OR 501 (C)(4) ORGANIZATION**

SIGNATURE

DATE

**PARISH OF CADDO
DONATION OF ADJUDICATED PROPERTY**

AGREEMENT

This Agreement is made and entered into on this _____ day of _____, _____, by and between _____, whose mailing address for business purposes is _____ hereinafter referred to as "Donee" and represented herein by _____, and the Parish of Caddo, hereinafter referred to as "Donor" and represented herein by Woodrow Wilson, Jr., its Parish Administrator and Chief Executive Officer.

WHEREAS, Donee has submitted to Donor an Application for Donation of Adjudicated Property dated _____, _____; and

WHEREAS, Donor has reviewed said application.

NOW THEREFORE, in consideration of the mutual benefits to the parties and in accordance with the terms and conditions set forth herein below, the parties hereto agree as follows:

1. The Application for Donation of Adjudicated Property submitted by Donee _____ shall be, and does by this term become, attached hereto and incorporated by reference as though fully set forth herein.
2. Donee hereby and specifically certifies that all information submitted to Donor in the application referred to in Paragraph 1 is true and correct.
3. Donee hereby and specifically acknowledges, understands and agrees that the Renovation and Maintenance Plan set forth in the application referred to in Paragraph 1 shall bind Donee to its terms.
4. Donee hereby and specifically acknowledges, understands and agrees that the Renovation and Maintenance Plan set forth in the application referred to in Paragraph 1 shall commence within six (6) months of the date of the recordation of the Act of Donation with the Clerk of Court of the Parish of Caddo and shall be completed within two (2) years of the date of the recordation of the Act of Donation.
5. Donee hereby and specifically acknowledges, understands and agrees that the Renovation and Maintenance Plan shall be in accordance with all federal, state and local laws and, further, that all federal, state and local licenses, permits, or other authority shall be obtained as may be required.
6. Donee hereby and specifically acknowledges, understands and agrees that this Agreement shall bind any and all heirs, successors, assigns and other transferees.

7. Donee hereby and specifically acknowledges, understands and agrees that this Agreement shall operate as a covenant running with and binding the land.

8. Donee hereby and specifically acknowledges, understands and agrees that this Agreement shall be, and by this term does become, effective upon the date of filing of the Act of Donation, duly authorized by Ordinance of the Caddo Parish Commission; otherwise said Agreement to be, and by this term does become, null and void and of no effect.

9. Donee hereby and specifically acknowledges, understands and agrees that his Agreement shall be, and by this term does become, effective for a period of three (3) years from the date of filing of the Act of Donation, duly authorized by Ordinance of the Caddo Parish Commission.

10. Notwithstanding the provisions of Paragraph 8 and Paragraph 9, Donee hereby and specifically acknowledges, understands and agrees that any material breach of this Agreement shall, and does by this term, operate to nullify the Act of Donation.

PRINT NAME OF DONEE

PRINT NAME OF DONEE REPRESENTATIVE

WITNESS

SIGNATURE

WITNESS

PARISH OF CADDO

WITNESS

**WOODROW WILSON, JR. ADMINISTRATOR
AND CHIEF EXECUTIVE OFFICER**

WITNESS

