

ACT OF DONATION	*	UNITED STATES OF AMERICA
	*	
BY WILLOWRIDGE ESTATES, L.L.C.	*	STATE OF LOUISIANA
	*	
TO PARISH OF ST. CHARLES	*	PARISH OF ST. CHARLES
	*	

BE IT KNOWN, that on this 19th day of October, 1995, before me, Jacqueline R. Perret, a Notary Public duly commissioned and qualified in and for the aforesaid State and Parish, and in the presence of the undersigned, competent witnesses,

PERSONALLY CAME AND APPEARED:

WILLOWRIDGE ESTATES, L.L.C., a limited liability company, created under the laws of the State of Louisiana, whose tax identification number is ~~70-13366~~ and whose mailing address is 100 Paillet Drive, Harvey, LA 70058, herein represented by its Manager, Rathborne Properties, Inc. represented by Gregory C. Lier, its Vice President, duly authorized by resolution of its Board of Directors, a certified copy of which is annexed herewith;
(hereinafter referred to as "Donor")

who declared that Donor does by these presents, hereby give, grant and donate without any warranty of title whatsoever, by Donor, Rathborne Land Company, Inc., Joseph Rathborne Land Company, Inc., or the Succession of Joseph Rathborne, or their heirs or assigns (collectively hereinafter referred to as the "Preceding Rathborne Owners"), but with full substitution and subrogation in and to all the rights and actions of warranty which Donor has or may have against all preceding owners (other than as to the Preceding Rathborne Owners, against whom all rights of warranty are expressly waived and released), unto:

PARISH OF ST. CHARLES, herein represented by Chris A. Tregre, the President of the Parish of St. Charles, duly authorized pursuant to an ordinance of the Council for the Parish of St. Charles; (hereinafter referred to as the "Parish")

here present and accepting for the Parish and the Parish's successors and assigns the donation made herein to the Parish, and acknowledging due delivery and possession thereof, all and singular the following described property (the "Property"), to-wit:

A certain piece or portion of ground situated in the State of Louisiana, St. Charles Parish, Joseph Rathborne Land Co., Inc., a portion of Section 5, T14S, R21E, designated as Rathborne Park and being Parcel 74 of a proposed subdivision which is more fully described as follows:

Begin at the intersection of the corner common to Sections 4, 5, & 40, T14S, R21E, thence S88°26'40"W a distance of 1418.81'±; thence S59°53'00"W a distance of 27.00±' to a point, the point of beginning. Measure thence from the point of beginning N71°45'24"W a distance of 47.15'; thence N50°52'00"W a distance of 357.05'; thence N58°59'52"W a distance of 203.36'; thence N34°03'23"W a distance of 257.46'; thence S83°15'28"W a distance of 72.81'; thence S41°17'38"W a distance of 359.72'; thence N73°23'28"W a distance of 109.03'; thence N75°15'00"W a distance of 113.39'; thence N75°49'14"W a distance of 108.17'; thence N75°29'16"W a distance of 109.44'; thence N76°28'44"W a distance of 203.17' to a point on the east boundary line of a 50' servitude and the southwest corner of the park; thence N22°24'20"E along said line a distance of 101.29'; thence N20°49'38"E a distance of 175.05'; thence N16°31'40"E a distance of 66.47' to the northwest corner of the park; thence S73°28'20"E a distance of 132.45'; thence S77°23'09"E a distance of 30.03'; thence S89°11'06"E a distance of 80.37'; thence S81°58'06"E a distance of 397.94'; thence S87°58'55"E a distance of 98.48'; thence N85°35'22"E a distance of 72.56'; thence S85°10'17"E a distance of 70.00'; thence S79°55'52"E a distance of 140.00'; thence S82°15'02"E a distance of 140.11'; thence S82°02'14"E a distance of 75.61'; thence S74°05'05"E a distance of 194.77'; thence N11°05'56"W a distance of 166.69' to a point on the southerly right of

way line of Rathborne Dr.; thence along said southerly line S87°25'00"E a distance of 32.43'; thence along said southerly line in southerly direction along the arc of a curve to the right having a radius of 25.00' an arc length of 20.82'; thence along said southerly line in a southeasterly direction along the arc of a curve to the left having a radius of 50.00' an arc length of 4.59'; thence S11°05'56"E a distance of 168.36'; thence S74°05'05"E a distance of 112.40' to the northeast corner of the park; thence S15°54'55"W a distance of 18.28'; thence S13°16'55"W a distance of 499.25' to the southeast corner of the park and the point of beginning.

Said tract contains approximately 12.63 acres.

The above description is taken from a preliminary plan of development by Krebs, LaSalle, LeMieux Consultants, Inc., dated July 17, 1995. The plan is based on a calculated perimeter, and the error of closure is within the limits for a suburban survey.

To have and to hold the Property unto the said Parish, and its successors and assigns forever.

Donor declared that the value of the Property donated herein is One Hundred Twenty-six Thousand Three Hundred and No/100 (\$126,300.00) Dollars.

Donor hereby further declared that the Property is donated by Donor to Donee in full ownership, and that this Act of Donation shall be binding upon it, its successors and assigns.

Donor and the Parish hereby acknowledge that this donation is partly a remunerative donation for the Parish agrees that the donation of the Property is in full satisfaction of all current and future obligations of Donor (or its successors or assigns) to provide recreational facilities in favor of the Parish in connection with the development of the 252.60 acres of land owned by Donor, described on Exhibit A annexed hereto, as required by Section III, Paragraph F of the St. Charles Subdivision Regulations of 1981 adopted pursuant to Ordinance 81-8-2 by the St. Charles Parish Council of the St. Charles Parish (the "Ordinance") or any other future ordinance which may be adopted in the future to require developers of immovable property to donate or set aside property for recreational or related purposes (hereinafter referred to as the "Setaside Obligations"). As it applies to the development by Donor, the Ordinance requires that five percent of the net area of the subdivision to be developed (excluding such land in existing and proposed streets and street rights-of-way) be dedicated for the purpose of providing recreational facilities to the residents of St. Charles Parish.

In connection with this donation of the Property, the Parish and the Planning Commission for the Parish of St. Charles Parish consent to the Preliminary Plat, annexed hereto as Exhibit B, and agrees that it conforms to the requirements of the Ordinance and that no further approval of the Plat by the Parish or of the Planning Commission for the Parish of St. Charles Parish will be necessary.

Donor agrees that in the event the Property is designated as wetlands by the Army Corps of Engineers and the Parish is unable to obtain, after diligent efforts, a permit to drain or fill the Property from the Army Corps of Engineers, this donation may be declared null and void by the Parish on or before two years from the date hereof. In the event the Parish declares this donation null for the above reason, the Parish agrees that it shall within thirty (30) days of its declaration, convey and transfer good, valid and merchantable title to the Property free and clear of any liens, privileges or mortgages to Donor. Upon the timely revocation of this donation and the conveyance of the Property to Donor in accordance with the above, Donor's Setaside Obligations shall be reinstated. In the event the Parish does not declare this donation null and void on or before two years from the date hereof and reconvey the Property in accordance with the above, Donor's Setaside Obligations shall be forever satisfied with respect to the 252.60 acres hereinabove described.

This donation of the Property is subject to the condition that the Parish shall use the Property solely as a park and recreational facility and the Property shall be known and designated as Rathborne Park and that this donation shall create building and use restrictions on the Property

for its use solely as a park and recreational facility in accordance with the provisions of La. Civil Code Article 775, *et seq.* The Parish agrees to construct a sign designating the Property as Rathborne Park. In the event the Parish fails to satisfy these conditions, Donor shall have the option to dissolve this donation of the Property and require that the Parish convey good, valid and merchantable title to the Property free and clear of any liens, privileges or mortgages to Donor. In the event the Parish decides to sell, lease or transfer the Property to another person, entity or agency, Donor shall have an option to purchase good, valid and merchantable title to the Property free and clear of any liens, privileges or mortgages for the purchase price of \$126,100.00. Donor shall exercise its option to purchase the Property within thirty (30) days after the Parish has notified Donor in writing of its intent to sell or transfer the Property by tendering the purchase price in cash or cashier's check in return for good, valid and merchantable title to the Property free and clear of any liens, privileges or mortgages. Donor shall have the right to specifically perform its rights under this paragraph.

Donor hereby reserves a mineral servitude covering all forms of minerals, including oil and gas, in, on or as a part of the soil or geological formations on or underlying the Property, however without the right to utilize the surface to explore for minerals but with the right to explore for minerals by off-site directional drilling or other means not involving the surface of the Property. This mineral servitude specifically reserves to Seller all executive rights and/or other rights to grant mineral leases or conveyances encumbering and/or affecting the Property. The parties acknowledge that the prescription for non-use shall not run against this reservation of mineral servitude in accordance with La R.S. 31:149. Nevertheless, the parties hereto further agree, as provided in La. R.S. 31:75, that an interruption of prescription for the nonuse of the above described mineral servitude resulting from unit operations, whether conventional or compulsory, shall extend to the entirety of the Property regardless of the location of the well or of whether all or only part of the hereinabove described tract of land is included in the unit.

All taxes up to and including the taxes due and exigible in 1994 are paid.

Donor declares, represents and warrants that there are no judgments, general or particular, of record or otherwise against the Donor, which may affect the Property, and there are no liens, privileges, mortgages, pledges or other encumbrances of record or otherwise which may affect or burden the Property.

The parties hereto do hereby waive and dispense with the production of any and all certificates and/or researches required by law and relieve and release me, Notary, and the surety on my notarial bond from any and all liability and/or responsibility for the nonproduction thereof.

THUS DONE AND PASSED in my office at Hahnville, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses who have signed their names, together with appearers and me, Notary.

WITNESSES:

[Signature]

[Signature]

**WILLOWRIDGE ESTATES, L.L.C.
BY: RATHBORNE PROPERTIES, INC.
ITS MANAGER**

By: [Signature]
Gregory C. Lier
Its Vice President

PARISH OF ST. CHARLES

By: [Signature]
Chris A. Tregre
President of the Parish of St. Charles

[Signature]
NOTARY PUBLIC