

ACT OF DONATION

UNITED STATES OF AMERICA

BY: ESPERANZA LAND, LLC

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on the dates indicated below,

BEFORE, the undersigned Notaries Public, duly commissioned and qualified, in and for the Parish of St. Charles, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ESPERANZA LAND, LLC (TIN **-*8306)**, successor-in-interest via merger to Esperanza Land Company, a Louisiana limited liability company in good standing, organized and existing under the laws of the State of Louisiana, herein represented by its Authorized Representative, Debra Dufresne Vial, duly authorized by virtue of the attached Certificate of Authority; and having as its mailing address 14035 River Road, Luling, Louisiana 70070.

hereinafter referred to as Donor, which declared that it does by these presents donate, give, grant, bargain, convey, transfer, assign, set over, abandon, and deliver, without any warranties whatsoever, but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by its President, Matthew Jewell, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to File No. _____, Ordinance No. _____ adopted by the St. Charles Parish Council on _____, 20____, a copy of which is attached hereto and made a part hereof;

hereinafter referred to as Donee, here present accepting for itself and its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as **ESPERANZA BUSINESS PARK PHASE I** as shown on a Final Plat by Stephen P. Flynn, dated January 16, 2006, entitled "ESPERANZA BUSINESS PARK PHASE I, survey plat and resubdivision of Tract 4C, Tract 4D-1-A, Tract 10D-1 & Tract 10A-2 of Sugarland Subdivision into lots herein designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,

11, 1A, 2A, 1B, 2B, 3B, 4B & Tract 10D-1A of Esperanza Business Park, Phase I, situated in Sections 1, 97-102, & 121, T-13-S, R-20-E, Luling St. Charles Parish, Louisiana”, which Final Plat was recorded at COB 680, folio 650, Entry No. 324333 of the official records of St. Charles Parish. And according to the Final Plat, the property described herein is designated as **LOT 2A**, which bears the dimensions more fully shown on the above-referenced Final Plat, and which is further depicted as Lot 2A on the attached survey by Louis J. Gassen, Jr., dated September 30, 2020, which is incorporated herein by reference.

The above-described property is subject to the following:

1. Act of Dedication recorded at COB 680, folio 650, Entry No. 324333, St. Charles Parish, Louisiana.
2. Declaration for Building Restrictions as recorded at COB 669, folio 109 on May 17, 2006, St. Charles Parish, Louisiana.
3. Memorandum of Lease in favor of American Tower Asset Sub, LLC recorded at COB 720, Page 687, Entry No. 346764 St. Charles Parish, Louisiana; and that certain Act of Partial Release by American Tower Asset Sub, LLC recorded at COB 903, folio 620.
4. Any outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
5. Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes, and other adverse matters, if any, as would be disclosed on a current, accurate survey and inspection of the subject property.

Covenants, conditions, or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that such covenants, conditions, or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.

The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or preemption which has run or may run in connection with the foregoing, nor do the parties intend to revive, establish, or initiate any one or more of the foregoing which may not now or hereafter be binding upon the property and/or the parties hereto.

Being a portion of the same property acquired by Esperanza Land Company by Act dated March 26, 1986 and duly recorded at COB 353, folio 173 of the official records of St. Charles Parish, Louisiana.

TO HAVE AND TO HOLD the above-described property unto the said Donee, its successors and assigns forever.

Donor reserves unto itself, its successors, and assigns, and excepts from this donation, all of the oil, gas and other minerals in, under and which may be produced from the property herein donated, it being understood, however that Donor, its successors and assigns, shall have the right to produce oil, gas or other minerals in, under or from the

property herein conveyed by the use of directional drilling methods only, and thus hereby waives surface rights.

Donee has accepted and does hereby accept and acknowledge delivery of the above-described property from Donor, subject to and in conformity with all of the conditions, covenants, provisions and stipulations set forth above.

All parties agree to waive the production of tax and mortgage certificates and hereby relieve and release me, Notaries, for any liability regarding their non-production. Should any zoning, planning or other Parish ordinances effect this act, the parties hereto relieve me, Notaries, from any liability or for any responsibility to determine or see to compliance of these regulations. The parties also acknowledge that no examination of the title has been made by the Notaries, and agree to relieve, release, defend, save, hold harmless, and indemnify the Notaries, from all claims, liabilities and responsibilities in connection therewith.

All agreements and stipulations herein contained, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

THUS DONE AND PASSED at Luling, Louisiana, on the ____ day of _____, 2021, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer, and me, Notary, after reading of the whole.

WITNESSES:

**DONOR:
ESPERANZA LAND, LLC**

Printed Name: _____

**BY: DEBRA DUFRESNE VIAL
ITS AUTHORIZED MANAGER**

Printed Name: _____

NOTARY PUBLIC
Printed Name: _____
Bar/Notary No. _____

THUS DONE AND PASSED at Hahnville, Louisiana, on the ____ day of _____, 2021, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer, and me, Notary, after reading of the whole.

WITNESSES:

**ACCEPTANCE BY DONEE:
ST. CHARLES PARISH**

Printed Name: _____

**BY: MATTHEW JEWELL
PARISH PRESIDENT**

Printed Name: _____

NOTARY PUBLIC

Printed Name: _____

Bar/Notary No. _____