

ACT OF ONEROUS DONATION
BY: 3C RIVERSIDE PROPERTIES, LLC
TO: ST. CHARLES PARISH

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

BE IT KNOWN, that on this 19 day of Sept., in the year of Our Lord Two Thousand and Two (2002).

BEFORE ME, Louis G. Authement, Notary 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:

3C RIVERSIDE PROPERTIES, L.L.C. (72-1384078), a Louisiana Limited Liability Company having an address of 46 Timber Creek Drive, Suite 200, Cordova, TN 38018, represented herein by Harry R. Coleman, Jr., its President, duly authorized by resolution of the Board of Managers attached hereto and made a part hereof;

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, Albert D. Laque, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to File No. 2002-0325, Ordinance No. 02-9-1 adopted by the St. Charles Parish Council on September 9, 2002 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:

A CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Section 62, Township 12 South, Range 19 East, and being designated as **LOT A-2** on a Plan of Resubdivision Michael D. Bernard, PLS, dated February 20, 2002 and entitled: "Resubdivision of an Undeveloped Portion of 3C Riverside Lands into Lots A-1, A-2, A-3 & A-4", a copy of which is recorded at COB 601, folio 484 and made a part hereof. According to said Plan of Resubdivision, LOT A-2 has a front along LA Hwy. 3141 of 1,273.11 feet, a width in the rear of 1,326.31 feet, a depth along its sideline in common with Lot A-1 of 274.25 feet, and a depth along the opposite sideline in common with Lot A-3 of 282.52 feet.

Being a portion of the same property acquired by Donor from Koch Properties, Inc. by Act of Limited Warranty Deed dated August 26, 1997 recorded at COB 526, folio 130 of the official records of St. Charles Parish, Louisiana.

The above described property is subject to all 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; Donee acknowledges that the undersigned Notary Public has not conducted a title examination on the above described property to determine what, if any, restrictions, encumbrances or other matters of record apply to or affect the above-described property.

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

This onerous donation is made and accepted subject to the condition that Donee shall not change, or allow to be changed, the zoning classification assigned to the above-described property in such a manner that would impose a greater buffer zone requirement, or other restriction, condition or limitation, than what presently applies to the development or use of Donor's surrounding property. This onerous donation is further made and accepted subject to the stipulation that the above-described property and all improvements constructed thereon shall continue to be used for public recreational purposes.

In the event the conditions, covenants, provisions and stipulations recited above are not satisfied, this Act shall be deemed rescinded and title to the above-described property, and all improvements thereon, shall automatically revert to Donor without any further action or consent required of Donee and without any obligation on Donor to compensate Donee for any improvements thereto.

Donor further 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 the conditions, covenants, provisions and stipulations set forth above.

The parties hereto estimate the value of said donated property to be in the amount of \$ 272,000.

All parties hereby agree to waive the production of tax and mortgage certificates and hereby relieve and release me, Notary, for any liability regarding their non-production. Should any zoning, planning or other Parish ordinances affect this act, the parties hereto relieve me, Notary, 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 me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and 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.

No survey or title examination was requested of or made by the undersigned Notary and the parties hereto hereby relieve and release said Notary from any and all liability in connection therewith.

All state and parish taxes for the year 2001 have been paid by Donor. All state and parish taxes for the year 2002 shall be assumed by Donee.

THUS DONE AND PASSED at Luling, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

Harry R. Coleman, Jr.
Valerie Barthelot

DONOR:
3C RIVERSIDE PROPERTIES, LLC
Harry R. Coleman, Jr.
BY: HARRY R. COLEMAN, JR.
ITS: PRESIDENT

ACCEPTANCE BY DONEE:
ST. CHARLES PARISH
Albert D. Laque
BY: ALBERT D. LAQUE
PARISH PRESIDENT

Terri S. Arthur
NOTARY PUBLIC