

**ACT OF DONATION WITH CONDITIONS,
RESTRICTIONS, SERVITUDES,
AND COVENANTS**

BY

MONSANTO COMPANY

TO

PARISH OF ST. CHARLES, STATE OF LOUISIANA

BE IT KNOWN, that on this ___ day of _____, 2018, but effective as of execution of this Act by the Donee (the "Effective Date"), before me, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish/County of _____ and the State of _____, in the presence of the two undersigned competent witnesses, personally came and appeared:

MONSANTO COMPANY, a Delaware corporation, with its principal office at 800 North Lindbergh Blvd., St. Louis, MO 63167, herein appearing through _____, its _____, duly authorized as evidenced by _____, a copy of which is attached hereto and made a part hereof (hereinafter "Donor") (the last four digits of its federal taxpayer identification number are: _____); and

BE IT KNOWN, that on this ___ day of _____, 2018, before me, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles and the State of Louisiana, in the presence of the two undersigned competent witnesses, personally came and appeared:

PARISH OF ST. CHARLES, through and for the benefit of its Department of Parks and Recreation, whose address is 15045 River Road (LA 18), Hahnville, LA 70057, herein appearing through and represented by Larry Cochran, its President, duly authorized by Ordinance No. _____, a copy of which is attached hereto and made a part hereof (hereinafter, "Donee") (the last four digits of its federal taxpayer identification number are: 1208),

who, after being duly sworn, did hereby declare as follows:

RECITALS:

WHEREAS, Donor is the owner of a certain parcel of property located in the Parish of St. Charles, State of Louisiana, more fully described in Exhibit "A" attached hereto and made a part hereof (the "Land"), together with the buildings and other constructions located thereon;

WHEREAS, Donor wishes to donate the Land to Donee subject to the Conditions and the performance of the Obligations.

NOW THEREFORE, the Parties agree as follows:

Article I. **DEFINITIONS**. In addition to the terms defined above and other terms defined in this Act, the following terms shall have the following meanings when used in this Act:

“Act” means this Act of Donation with Conditions, Restrictions, Servitudes, and Covenants.

“Agreement Regarding Donations” has the meaning assigned it in Article II of this Act.

“Claim” means any claim, cause of action, notice, notification, demand, directive, citation, summons, order, complaint or assessment, and any and all debts, liens, suits, claims, causes of action, administrative orders, whether for personal injury or death, property loss or damage, or damage or injury to natural resources, in each case whether asserted by a Governmental Authority or other person or entity and whether for personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, or other amounts, or for injunctive or other relief.

“Conditions” has the meaning assigned it in Article III of this Act.

“Days” means calendar days.

“Donee’s Successors or a Party’s Successors when that Party is the Donee” means individually and collectively, each of Donee’s tenants, licensees, occupants, transferees, donees, successors, and assigns with respect to the Property or any portion thereof, and each of their respective tenants, licensees, occupants, transferees, donees, successors, and assigns, and each future owner of the Property, and each part thereof, and each person leasing or holding any right, title, or interest in the Property, or any part thereof, commencing with the Effective Date.

“Donor Indemnified Parties” means the Donor and the Donor’s Successors, and their respective affiliates, subsidiaries, parent companies, partners, officers, directors, employees, members, and managers and their respective successors and assigns, and each of them individually.

“Donor’s Successors or a Party’s Successors, when that Party is the Donor” means (i) all future owners of the Land, or any part thereof, and all persons leasing or holding any right, title, or interest in any of the Land, or any part thereof, (ii) any person to whom Donor assigns any rights under the Servitudes, and (iii) all other successors and assigns of Donor as an entity, and each of them individually.

“Environment” means the ambient air, surface soil, subsurface soil, surface water, groundwater, sediment and land, and all flora and fauna therein or thereon.

“Environmental Conditions” means any Contamination or threatened Contamination in or on, or the Release or threatened Release of Hazardous Materials into, the Environment, whether known or unknown or first occurring or existing prior to, on, or after the Effective Date.

“Environmental Laws” means all federal, state, local, tribal and foreign requirements, statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all jurisprudence concerning public health and safety, worker health and safety, Hazardous Materials, the Environment, pollution or protection of the environment, conservation of resources, or natural resource damages, as such of the foregoing are enacted or in effect, prior to, on, or after the Effective Date, even if unforeseen or extraordinary, including without limitation, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”) and as otherwise amended, 40 C.F.R. Parts 260 through 268, or any similar state law or local ordinance or any other environmental law, the Federal Water Pollution Control Act, 33 U.S.C. §1251, the Clean Air Act, 42 U.S.C. § 7401, the Toxic Substances Control Act (“TCSA”), 15 U.S.C. § 2601, and the Louisiana Environmental Quality Act, La. R.S. Section 30:2001 *et seq.*, in each case as this legislation is modified, replaced, supplemented, and amended in the future (individually, an “Environmental Law”).

“Governmental Authority” means any federal, state or local government (including, without limitation, the United States of America, the State of Louisiana, the Parish of St. Charles, the LDNR, the LDEQ, and the Louisiana Office of Conservation), and any political subdivision, agency, department, judiciary, bureau, board, commission or other instrumentality of such government, any quasi-governmental agency, or any other entity having authority to issue permits, approvals or public easements relating to the Property or necessary or appropriate for the development, design, construction and/or operation of the Property or the Improvements forming part of the Property.

“Hazardous Materials” mean any substance, material, or waste that, because of the toxicity, explosiveness, ignitability, corrosiveness, or reactivity thereof, or because of other characteristics that pose a potential for injury to human health or the environment, is regulated by federal, state, or local Governmental Authorities, including without limitation any substance, material, or waste (i) containing petroleum, petroleum fractions or petroleum distillates; (ii) consisting of or containing asbestos or the group of organic compounds known as polychlorinated biphenyls; (iii) which is or becomes defined as, or has the characteristics of, a “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “toxic substance,” “hazardous substance,” “hazardous waste constituent,” pollutant or contaminant under any Environmental Law; (iv) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any Governmental Authority; (v) which consists of any metals; or (vi) the Release of which from the Property or the presence of which on adjacent properties would constitute a trespass by the owner or operator of the Property.

“Improvements” has the meaning assigned it in Article II of this Act.

“Land” has the meaning assigned it in Article II of this Act.

“LDEQ” means the Louisiana Department of Environmental Quality, together with any successor agencies.

“LDNR” means the Louisiana Department of Natural Resources, together with any successor agencies.

“Legal Requirements” means all Environmental Laws and all other present and future federal, state, local, tribal and foreign requirements, statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all jurisprudence, even if unforeseen or extraordinary, of every Governmental Authority or quasi-Governmental Authority, court or agency claiming jurisdiction over the Property, now or hereafter enacted or in effect (including, without limitation, Environmental Laws and those relating to accessibility to, usability by and discrimination against disabled individuals), and all restrictions, servitudes, covenants, and agreements now or hereafter of record which may be applicable to Donee or to all or any portion of the Property, the Original Site or the Existing Tract, or to the use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the Property, the Original Site or the Existing Tract or the Improvements, even if compliance therewith necessitates structural changes to the Improvements, or results in interference with the use or enjoyment of all or any portion of the Property or Improvements.

“Mineral Reservation” has the meaning assigned it in Article IX of this Act.

“Obligations” means all of Donee’s obligations under this Act and the Agreement Regarding Donations, including, but not limited to, the Conditions, the Servitudes and the Funding Conditions (as defined in the Agreement Regarding Donations), collectively.

“Party or Parties” has the meaning assigned in Article VII.

“Path” has the meaning assigned in Article III.

“Paul Maillard Road Subsurface Drainage” has the meaning assigned in Article III.

“Permitted Use” means use of the Property for the construction and operation by Donee of the Recreation Park, including the Path and related infrastructure and improvements.

“Person” means and includes an individual, general or limited partnership, joint venture, estate, corporation, limited liability company, trust, unincorporated organization, business syndicate, sole proprietorship, association, organization, or other entity or Governmental Authority.

“Predial Servitude of Passage” has the meaning assigned in Article VI.

“Property” has the meaning assigned it in Article II of this Act.

“Recreation Park” has the meaning assigned in Article III.

“Release” means any intentional or unintentional release, discharge, burial, spill, leaking, pumping, pouring, emitting, emptying, injection, disposal or dumping into the Environment.

“Servitudes” means the Predial Servitude of Passage and the Use Restrictions.

“Tract 1-A-1” means the property described on Exhibit “B” attached hereto.

“Use Restrictions” has the meaning assigned in Article VI.

Article II. **DONATION AND ACCEPTANCE.** Donor does by these presents donate and deliver, with no warranties whatsoever, except as set forth in and as limited by the Agreement Regarding Donations between Donor and Donee effective the Effective Date (“Agreement Regarding Donations”), unto Donee here present accepting for Donee, Donee’s successors, heirs and assigns and acknowledging due delivery and possession thereof, all and singular (i) the Land, and (ii) all buildings and other constructions located on the Land, if any (collectively, the “Improvements”) (the Land and all Improvements collectively, the “Property”), subject to the performance of the Obligations.

TO HAVE AND TO HOLD the Property unto the said Donee and Donee’s successors, heirs and assigns forever.

Article III. **CONDITIONS; OBLIGATIONS; REVOCATION OF DONATION.** This donation is made and accepted subject to the performance of the Obligations. The primary cause for this Act is the desire of Donor to grant a benefit to the Parish of St. Charles, Louisiana, arising from the development of the Land as a linear recreation park (the “Recreation Park”), which includes the construction of a shared use pedestrian and bicycle path (the “Path”) and related infrastructure and improvements. Donee shall also convert the existing drainage along Paul Maillard Road adjacent to the Land into subsurface drainage (the “Paul Maillard Road Subsurface Drainage”). This donation is expressly conditioned upon Donee’s development of the Recreation Park, including construction of the Path and installation of related infrastructure and improvements, and the installation of the Paul Maillard Road Subsurface Drainage on or before the Substantial Completion Deadline (as defined in Exhibit “A” to the Agreement Regarding Donations) in accordance with plans and specifications reasonably acceptable to Donor, at the sole cost and expense of Donee (the “Conditions”). In the event the Conditions or any other Obligations are not satisfied by Donee, and Donee fails to perform its rights to cure, Donor shall have the right to revoke the donation of the Property under Civil Code articles 1556 and 1562 through 1567.

Article IV. **DONEE’S WAIVER OF ANY WARRANTIES BY DONOR AS TO TITLE.** Donee hereby acknowledges that it has inspected the title to the Property and that it is accepting the title to the Property at its own peril and risk. Donee agrees that this donation is made without any warranties or representations by Donor of title or peaceable possession, either express or implied, and Donee expressly waives any and all warranties of title under La. Civ. Code arts. 2475 and 2500 with respect to the title to the Property. Donee further waives any and all causes of action for damages and other Claims arising out of any eviction or dispossession of Donee, in whole or in part.

Article V. **DONEE’S WAIVER OF WARRANTIES OF CONDITION.**

A. THIS DONATION, TRANSFER AND CONVEYANCE IS MADE “AS IS-WHERE IS” WITHOUT ANY WARRANTY, GUARANTY, OR REPRESENTATION BY DONOR AS TO THE CONDITION OF THE PROPERTY, DONOR HEREBY

EXPRESSLY DISCLAIMS AND DONEE HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES WHATSOEVER, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, MADE BY DONOR OR ANY OTHER PERSON OR ENTITY OR IMPLIED BY LAW WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES AS TO ZONING OR RESTRICTIONS AFFECTING THE PROPERTY, ANY AND ALL WARRANTIES AS TO THE CONDITION OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS OR CONTENTS OR ANY IMPROVEMENTS, FIXTURES, OR EQUIPMENT FORMING A PART THEREOF, ANY AND ALL WARRANTIES WITH RESPECT TO THE FITNESS OR SUITABILITY OF THE PROPERTY FOR DONEE'S INTENDED USE OR ANY OTHER PARTICULAR OR GENERAL USE OR PURPOSE, ANY AND ALL WARRANTIES THAT THE PROPERTY COMPLIES WITH ANY LAWS, ANY AND ALL WARRANTIES WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER LA. CIV. CODE ART. 2475, AND ANY AND ALL WARRANTIES WHATSOEVER UNDER LA. CIV. CODE ARTS. 2500 THROUGH 2548 OR ANY OTHER PROVISION OF LAW. DONEE EXPRESSLY ACKNOWLEDGES THE FOREGOING AND WAIVES ANY AND ALL RIGHT OR CAUSE OF ACTION THAT DONEE HAS OR MAY HAVE TO RESCIND OR RESOLVE THIS TRANSFER BASED UPON THE EXISTENCE OF ANY REDHIBITORY OR OTHER VICES, DEFECTS, OR OTHER DEFICIENCIES IN THE PROPERTY OR ANY IMPROVEMENTS, FIXTURES, OR EQUIPMENT FORMING A PART THEREOF, BASED UPON THE UNSUITABILITY OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS OR CONTENTS OR ANY IMPROVEMENTS, FIXTURES, OR EQUIPMENT FORMING A PART THEREOF FOR DONEE'S INTENDED USE OR ANY OTHER PARTICULAR OR GENERAL USE, OR BASED UPON ANY OTHER CLAIMED BREACH OF WARRANTY OR OTHER MATTER WHATSOEVER, THIS TRANSFER BEING OTHERWISE ENTIRELY AT DONEE'S SOLE PERIL AND RISK.

B. DONEE (I) REPRESENTS TO DONOR THAT DONEE HAS CONDUCTED, WILL CONDUCT, OR HAS HAD THE OPPORTUNITY TO CONDUCT, PRIOR TO THE EFFECTIVE DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL AND ENVIRONMENTAL CONDITIONS, AS DONEE DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OR REMEDIAL ACTION TO BE TAKEN WITH RESPECT TO ANY EXISTING HAZARDOUS MATERIALS IN, ON, UNDER, ABOUT OR DISCHARGED FROM THE PROPERTY, AND (II) COVENANTS THAT DONEE SHALL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF DONOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON THE EFFECTIVE DATE, DONEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING WITHOUT LIMITATION ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY DONEE'S INVESTIGATIONS, AND DONEE HEREBY WAIVES, RELEASES, AND RELINQUISHES DONOR AND THE DONOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, CAUSES OF ACTION IN TORT, QUASI-CONTRACT, OR CONTRACT), LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DONEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST DONOR, OR ANY OF THE DONOR INDEMNIFIED PARTIES, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, PAST OR CURRENT VIOLATIONS OF ANY LEGAL REQUIREMENTS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY REGARDLESS OF THE SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF DONOR OR ANY DONOR INDEMNIFIED PARTY.

C. DONEE HEREBY SPECIFICALLY ACKNOWLEDGES THAT (I) DONEE HAS CAREFULLY REVIEWED THIS SUBSECTION, HAS DISCUSSED ITS IMPORT WITH LEGAL COUNSEL, AND IS FULLY AWARE OF ITS CONSEQUENCES, AND (II) THE PROVISIONS OF THIS SUBSECTION ARE A MATERIAL PART OF THIS ACT, AND (III) DONOR WOULD NOT HAVE ENTERED INTO THIS ACT WITHOUT THE FOREGOING WAIVERS AND DISCLAIMERS BY DONEE.

Donor's Initials

Donee's Initials

Article VI. **USE RESTRICTIONS AND SERVITUDES.** Donee, on its behalf and on behalf of all of Donee's Successors, does hereby impose on the Property for a period of ninety-nine (99) years from the date of this Act, for the benefit of Donor and Donor's Remaining Property, the following personal and predial servitudes and use restrictions:

A. Predial Servitude of Passage. A non-exclusive predial servitude of passage (the "Predial Servitude of Passage") over and across the property described on Exhibit "C" attached hereto and made a part hereof to allow passage between Paul Maillard Road (La. Hwy. 52) and Tract 1-A-1. The Parties acknowledge and agree that the Predial Servitude of Passage granted herein may be used by Donor for passage of all types of pedestrian and vehicular traffic, including, but not by way of limitation, trucks, buses, farm equipment, passenger vehicles, and such other vehicles as are necessary to use Trace 1-A-1 for agricultural or recreational uses by Donor, its lessees, contractors, agents and invitees. The Parties acknowledge and agree that such Predial Servitude of Passage shall not be used at any time by either Donor or Donee for the parking, either permanently or transiently, of any vehicles of any nature or kind except in cases of emergency. Donor, at its sole cost and expense, shall maintain, or cause the maintenance of, the roadway situated within the Predial Servitude of Passage such that it shall at all times be suitable for the use by Donor for the purposes set forth in this Section VI A.

B. Use Restrictions Donee agrees, for the benefit of Donor and Donor's Remaining Property, that the Property may only be used as a recreation park and may not be used for any other purpose, including residential or commercial developments (the "Use Restrictions").

Article VII. **PARTIES' CURE RIGHT.** If either Donor or Donee (each a "Party" and collectively the "Parties") fails to perform any of its Obligations under this Act when its performance is due, then, in addition to the other rights and remedies of the non-defaulting Party,

the non-defaulting Party or any of its Successors, will have the right, but not the obligation, to pay all sums and take all actions that are necessary or desirable to perform defaulting Party's Obligations. If the non-defaulting Party, or any of its Successors, elects to perform the defaulting Party's Obligations, then the non-defaulting Party or its Successors shall provide notice to the defaulting Party of its election. In the event that the defaulting Party or its Successors does not begin to perform the defaulting Party's Obligations within ninety (90) days of receiving notice from the non-defaulting Party or any of its Successors or, having begun performance, fails to continue with diligence and to complete performance promptly, then, in such event the non-defaulting Party or its Successors may perform the defaulting Party's Obligations and the defaulting Party will reimburse the Party that has performed these Obligations for the costs incurred by it in doing so and all other Losses incurred in connection with the performance of these Obligations, within five (5) days after demand, provided such demand shall include all receipts, reports, plans and descriptions of the work performed. The performance by the non-defaulting Party or any of its Successors of the defaulting Party's Obligations will not be construed as a modification or waiver of any provision of this Act, and these Obligations will remain the obligations of the defaulting Party. In addition, neither the performance of the defaulting Party's Obligations, or any of them, by the non-defaulting Party or any of its Successors, nor the failure of the non-defaulting Party or any of its Successors to perform the defaulting Party's Obligations, or any of them, will preclude the non-defaulting Party, or its Successors, from exercising any of its other rights or remedies set out in this Act. The rights and remedies granted to the non-defaulting Party and its Successors in this Act shall not be exclusive, but shall be cumulative and in addition to each other right and remedy granted in this Act and under Louisiana law.

Article VIII. **ADDITIONAL REMEDIES.**

In addition to its other rights and remedies under the Agreement Regarding Donations and this Act and under Louisiana law, non-defaulting Party and its Successors, and each of them, may obtain specific performance or an injunction, and/or exercise any or all of their other rights or remedies under this Act, the Agreement Regarding Donations or Louisiana law, against the defaulting Party or its Successors, or any of them, if the defaulting Party or its Successors, or any of them, fails to perform any Obligations under the Agreement Regarding Donations or this Act or violates any of the provisions of the Agreement Regarding Donations or this Act.

Article IX. **RESERVATION OF MINERAL RIGHTS.** The Property does not include the oil, gas, condensate, other hydrocarbon minerals, or other minerals or mineral rights, and Donor hereby reserves unto itself and its successors and assigns all of the oil, gas, condensate, other hydrocarbon minerals and other minerals and mineral rights in and under the Property (the "Mineral Reservation"), subject to the restrictions set out below. This Mineral Reservation is a mineral servitude under the Louisiana Mineral Code. As permitted by La. R.S. 31:75, any interruption of prescription resulting from unit operations or production shall extend to the entirety of the Property, regardless of the location of the unit well or whether all or only a part of the Property is located within the unit. This Mineral Reservation is with waiver by Donor of all rights to use the surface of the Property for the exploration, exploiting, production or development for or of such minerals and mineral rights or other purposes, and Donor retains the right to develop minerals from the Property only by means of directional drilling from adjacent

properties or by pooling or unitization of the Property with other tracts and without disturbance of the surface use of the Property herein conveyed.

Article X. **NOTICES.** Any notice, consent, report or demand required, permitted or desired to be given under this Act shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed by registered or certified mail, return receipt requested, delivered by hand delivery, with receipt acknowledged, or sent by air courier or expedited mail service, return receipt requested, addressed as follows:

Donor: MONSANTO COMPANY
800 North Lindbergh Blvd.
St. Louis, MO 63167

Donee: PARISH OF ST. CHARLES, STATE OF LOUISIANA
15045 River Road (LA 18)
Hahnville, LA 70057

or to such other address as may be specified from time to time in writing by either Party as its notice address by notice given to the other Party. All such notices hereunder shall be deemed to have been given on the date marked on the receipt unless delivery is refused or cannot be made, in which case the date of postmark shall be deemed the date notice has been given.

Article XI. **MISCELLANEOUS.**

A. If this Act, or portion hereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Act, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; and it shall not be deemed that any such invalid provision affects the consideration for this Act. Each provision of this Act shall be valid and enforceable to the fullest extent permitted by law.

B. This Act shall be construed in accordance with the laws of the State of Louisiana.

C. The Article headings in this Act are for convenience only, shall in no way define or limit the scope or content of this Act, and shall not be considered in any construction or interpretation of this Act or any part hereof.

D. This Act shall be binding upon and, subject to the limitations hereof, shall inure to the benefit of the successors and assigns of the Parties hereto. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary contained in this Act, (i) all rights, benefits, and remedies granted to Donor in this Act shall also benefit and may be exercised by Donor's Successors and each of them, and (ii) all of the Obligations shall be binding on each of Donee's Successors with respect to the Property, or part thereof, in which each of Donee's Successors acquires an interest.

E. The recitals and exhibits to this Act shall be a part of this Act for all purposes.

F. This Act may be executed in multiple counterpart originals, each of which shall be an original, and all of which shall constitute one and the same document.

G. The Parties hereby agree and acknowledge that the Notary hereto has not been requested to examine title to the Property, or render an opinion of title with respect thereto, and the Parties hereby relieve and release the undersigned Notary from any and all responsibility and/or liability in connection therewith. The Parties further waive the production of mortgage, conveyance and tax certificates, and a current survey and relieve and release the undersigned Notary from any and all liability or responsibility in connection therewith.

H. In accordance with La. R.S. 9:2721(B), from and after the Effective Date of this Act, (a) the name of the person responsible for all property taxes and assessments is Parish of St. Charles, State of Louisiana, and (b) all property tax and assessment notices should be mailed to the following address: 15045 River Road (LA 18), Hahnville, LA 70057.

THUS DONE AND PASSED on the ____ day of _____, 2018, but effective as of the Effective Date, in the Parish/County of _____, State of _____, by the undersigned appearer in the presence of the undersigned competent witnesses, and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

MONSANTO COMPANY

Printed Name: _____

By: _____
Name:
Title:

Printed Name: _____

BAR # _____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

THUS DONE AND PASSED on the ___ day of _____, 2018, in the Parish of St. Charles, State of Louisiana, by the undersigned appearers in the presence of the undersigned competent witnesses, and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

PARISH OF ST. CHARLES, STATE OF LOUISIANA

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

BAR # _____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

EXHIBIT "A"

LEGAL DESCRIPTION TRACT 1-C

THAT CERTAIN PORTION OF GROUND SITUATED IN TOWNSHIP 13 SOUTH, RANGE 20 EAST, SOUTHEASTERN DISTRICT, WEST OF THE MISSISSIPPI RIVER, ST. CHARLES PARISH, LOUISIANA, BEING A PORTION OF PARCEL 1 AS DESCRIBED IN A CONVEYANCE OF PROPERTY BY PHARMACIA CORPORATION TO THE MONSANTO COMPANY IN AN ACT RECORDED WITH THE ST. CHARLES PARISH CLERK OF COURTS IN CONVEYANCE BOOK 580 FOLIO 717, INSTRUMENT NUMBER 250326, DATED JANUARY 16, 2001 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SUGAR HOUSE ROAD WITH THE SOUTHERLY LINE OF THE TEXAS AND PACIFIC RAILROAD'S 100 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID EASTERLY LINE S 27°30'21" W FOR A DISTANCE OF 6049.54 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF DAVID PARK SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE OF DAVID PARK SUBDIVISION N 67°49'16" W FOR A DISTANCE OF 1405.00 FEET; THENCE CONTINUING ON SAID SOUTHERLY LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF MONSANTO SUBDIVISION N 63°16'13" W FOR A DISTANCE OF 56.60 FEET; THENCE ALONG SAID EASTERLY LINE OF MONSANTO SUBDIVISION S 30°26'16" W FOR A DISTANCE OF 1153.88 FEET TO THE SOUTHERLY LINE OF MONSANTO SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE OF MONSANTO SUBDIVISION N 65°38'44" W FOR A DISTANCE OF 626.37 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF PAUL MAILLARD ROAD, ALSO KNOWN AS LOUISIANA HIGHWAY NUMBER 52, HAVING A 50 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD S 32°25'37" W FOR A DISTANCE OF 530.78 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY LINE OF A PARCEL OF ST. CHARLES PARISH SOCIAL CONCERNS COMMITTEE, INC.; THENCE S 57°27'09" E FOR A DISTANCE OF 200.37 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE S 32°35'17" W FOR A DISTANCE OF 199.77 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A PARCEL OF THE LULING VOLUNTEER FIRE DEPARTMENT; THENCE S 57°14'42" E FOR A DISTANCE OF 448.27 FEET TO THE EASTERLY LINE OF SAID FIRE DEPARTMENT PARCEL; THENCE ALONG SAID EASTERLY LINE S 30°25'30" W FOR A DISTANCE OF 197.42 FEET TO THE SOUTHERLY LINE OF SAID FIRE DEPARTMENT PARCEL; THENCE ALONG SAID SOUTHERLY LINE N 57°34'03" W FOR A DISTANCE OF 454.97 FEET; THENCE CONTINUING N 57°34'22" W FOR A DISTANCE OF 200.00 FEET TO THE EASTERLY LINE OF SAID PAUL MAILLARD ROAD; THENCE ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD S 32°25'37" W FOR A DISTANCE OF 369.92 FEET TO THE NORTHWESTERLY CORNER OF TRACT 1-C AND THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING S 57°34'23" E, ALONG THE NORTHERLY LINE OF TRACT 1-C, FOR A DISTANCE OF 200.00 FEET;

THENCE S 32°25'37" W, ALONG THE EASTERLY LINE OF TRACT 1-C, BEING 200.00 FEET EASTERLY FROM AND PARALLEL TO PAUL MAILLARD ROAD, FOR A DISTANCE OF 2429.82 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A PARCEL OF LAND, NOW OR FORMERLY, OF WADE MONGRUE;

THENCE N 61°49'23" W, ALONG SAID NORTHERLY LINE OF THE MONGRUE PARCEL FOR A DISTANCE OF 200.55 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID PAUL MAILLARD ROAD;

THENCE N 32°25'37" E, ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD, FOR A DISTANCE OF 2444.68 FEET TO THE NORTHWESTERLY CORNER OF TRACT 1-C AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 11.190 ACRES MORE OR LESS, AND IS MORE FULLY SHOWN AS TRACT 1-C ON A MAP OF RESUBDIVISION OF TRACT 1-A AND TRACTS 1 AND 3 OF PARCEL 2 INTO TRACTS 1-A1 & 1-C BY WINK ENGINEERING, LLC BEARING DRAWING NUMBER 54030000-RS-1 SHEET 1 OF 2.

BEARINGS ARE LAMBERT GRID MERIDIAN, NAD 83, BASED ON STATIC GPS OBSERVATIONS
SUBJECT PROPERTY IS CURRENTLY A PORTION OF TAX ID. 250000001100

EXHIBIT "B"

**LEGAL DESCRIPTION
TRACT 1-A1**

THAT CERTAIN PORTION OF GROUND SITUATED IN TOWNSHIP 13 SOUTH, RANGES 20 AND 21 EAST, SOUTHEASTERN DISTRICT, WEST OF THE MISSISSIPPI RIVER, ST. CHARLES PARISH, LOUISIANA, BEING A PORTION OF PARCEL 1 AND TRACTS 1 AND 3 OF PARCEL 2 AS DESCRIBED IN A CONVEYANCE OF PROPERTY BY PHARMACIA CORPORATION TO THE MONSANTO COMPANY IN AN ACT RECORDED WITH THE ST. CHARLES PARISH CLERK OF COURTS IN CONVEYANCE BOOK 580 FOLIO 717, INSTRUMENT NUMBER 250326, DATED JANUARY 16, 2001 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SUGAR HOUSE ROAD WITH THE SOUTHERLY LINE OF THE TEXAS AND PACIFIC RAILROAD'S 100 FOOT WIDE RIGHT OF WAY;

THENCE S 74°01'00" E FOR A DISTANCE OF 2735.35 FEET;

THENCE CONTINUING ALONG SAID RAILROAD ON A CURVE, CONCAVED TO THE LEFT, HAVING A RADIUS OF 11509.19 FEET, AN ARC LENGTH OF 2347.46 FEET AND A CHORD BEARING S 79°51'35" E FOR A DISTANCE OF 2343.39 FEET TO THE POINT OF INTERSECTION WITH A PARCEL OF LAND OF GULF SOUTH PIPELINE CO., LP, (FORMERLY SHELL PIPE LINE CORPORATION PROPERTY), SAID POINT BEING ON THE LINE DIVIDING SECTIONS 20 AND 21;

THENCE ALONG SAID PARCEL AND LINE DIVIDING SECTIONS 20 AND 21, S 18°27'05" W FOR A DISTANCE OF 3609.36 FEET TO THE POINT AT THE SOUTHERLY END OF SAID PARCEL;

THENCE ALONG SAID PARCEL FOR THE NEXT FOUR (4) COURSES:

N 63°00'42" E A DISTANCE OF 106.89 FEET TO A POINT 75.00 FEET EASTERLY OF AND PERPENDICULAR TO SAID LINE DIVIDING SECTIONS 20 AND 21;

THENCE ON A LINE 75.00 FEET EASTERLY OF AND PARALLEL TO SAID LINE DIVIDING SECTIONS 20 AND 21, N 18°27'05" E FOR A DISTANCE OF 3474.92 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE 75.00 FEET SOUTH OF THE SOUTHERLY LINE OF THE TEXAS AND PACIFIC RAILROAD;

THENCE ALONG SAID NON-TANGENT CURVE, CONCAVE TO THE LEFT, HAVING A RADIUS OF 11584.19 FEET, A LENGTH OF 259.02 FEET AND A CHORD BEARING S 86°37'58"E FOR A DISTANCE OF 259.01 FEET TO THE POINT OF INTERSECTION WITH THE LINE DIVIDING SECTIONS 21 AND 22;

THENCE ALONG THE LINE DIVIDING SECTIONS 21 AND 22, N 16°35'59" E FOR A DISTANCE OF 77.27 FEET TO THE POINT OF INTERSECTION WITH THE NON-TANGENT SOUTHERLY CURVE OF SAID RAILROAD;

THENCE ALONG SAID RAILROAD ON A NON-TANGENT CURVE, CONCAVED TO THE LEFT, HAVING A RADIUS OF 11509.19 FEET, AN ARC LENGTH OF 305.59 FEET AND A CHORD BEARING S 88°07'35" E FOR A DISTANCE OF 305.58 FEET TO THE POINT OF INTERSECTION WITH THE LINE DIVIDING SECTIONS 22 AND 23;

THENCE ALONG SAID LINE DIVIDING SECTIONS 22 AND 23, S 16°32'03" W FOR A DISTANCE OF 4505.82 FEET TO THE NORTHEASTERN CORNER OF THE LOUISIANA POWER AND LIGHT COMPANY (NOW ENTERGY) FEE PROPERTY;

THENCE ALONG THE NORTHERLY LINE OF SAID LOUISIANA POWER AND LIGHT COMPANY FEE PROPERTY, N 73°27'16" W FOR A DISTANCE OF 716.57 FEET;

THENCE S 18°32'55" W ALONG THE WESTERLY LINE OF SAID LOUISIANA POWER AND LIGHT COMPANY FEE PROPERTY TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD, A DISTANCE OF 1315.92 FEET;

THENCE ALONG SAID SOUTHERN PACIFIC RAILROAD RIGHT OF WAY FOR THE NEXT THREE (3) COURSES:

S 72°05'05" W FOR A DISTANCE OF 9505.36 FEET;

THENCE S 27°05'23" W FOR A DISTANCE OF 35.36 FEET;

THENCE S 72°05'05" W FOR A DISTANCE OF 1455.73 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF BOUTTE ROAD;

THENCE N 61°44'17" W, ALONG SAID NORTHERLY LINE OF BOUTTE ROAD, FOR A DISTANCE OF 717.30 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF PAUL MAILLARD ROAD, ALSO KNOWN AS LOUISIANA HIGHWAY NUMBER 52, HAVING A 50 FOOT WIDE RIGHT OF WAY;

THENCE N 32°25'37" E ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD, FOR A DISTANCE OF 515.70 FEET TO THE POINT OF INTERSECTION WITH PARCEL OF LAND OF THE MOUNT ZION CHURCH, SAID PARCEL BEING A CEMETERY;

THENCE ALONG SAID CEMETERY FOR THE NEXT TWO (2) COURSES:

S 61°49'23" E FOR A DISTANCE OF 209.00 FEET;

N 32°25'37" E FOR A DISTANCE OF 418.00 FEET TO THE POINT OF INTERSECTION WITH A PARCEL OF LAND, NOW OR FORMERLY, OF WADE MONGRUE;

THENCE ALONG SAID MONGRUE PARCEL FOR THE NEXT THREE (3) COURSES:

S 61°49'23" E FOR A DISTANCE OF 536.20 FEET;

THENCE N 32°25'37" E FOR A DISTANCE OF 150.00 FEET;

THENCE N 61°49'23" W FOR A DISTANCE OF 544.65 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY CORNER OF TRACT 1-C;

THENCE ALONG SAID TRACT 1-C FOR THE NEXT TWO (2) COURSES:

N 32°25'37" E, ALONG THE EASTERLY LINE OF TRACT 1-C, FOR A DISTANCE OF 2429.82 FEET TO THE NORTHEASTERN CORNER OF TRACT 1-C;

THENCE N 57°34'23" W, ALONG THE NORTHERLY LINE OF TRACT 1-C, FOR A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF PAUL MAILLARD ROAD;

THENCE N 32°25'37" E, ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD FOR A DISTANCE OF 369.92 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF A PARCEL OF THE LULING VOLUNTEER FIRE DEPARTMENT;

THENCE ALONG SAID FIRE DEPARTMENT PROPERTY FOR THE NEXT FOUR (4) COURSES:

S 57°34'22" E FOR A DISTANCE OF 200.00 FEET;

THENCE S 57°34'03" E FOR A DISTANCE OF 454.97 FEET;

THENCE N 30°25'30" E FOR A DISTANCE OF 197.42 FEET;

THENCE N 57°14'42" W FOR A DISTANCE OF 448.27 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF A PARCEL OF ST. CHARLES PARISH SOCIAL CONCERNS COMMITTEE, INC.;

THENCE ALONG SAID PARCEL OF SAID SOCIAL CONCERNS COMMITTEE, INC. FOR THE NEXT TWO (2) COURSES:

N 32°35'17" E FOR A DISTANCE OF 199.77 FEET;

THENCE N 57°27'09" W FOR A DISTANCE OF 200.37 FEET TO SAID EASTERLY LINE OF PAUL MAILLARD ROAD;

THENCE N 32°25'37" E, ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD, FOR A DISTANCE OF 530.78 FEET TO THE POINT OF INTERSECTION WITH MONSANTO SUBDIVISION;

THENCE ALONG SAID MONSANTO SUBDIVISION FOR THE NEXT TWO (2) COURSES:

S 65°38'44" E FOR A DISTANCE OF 626.37 FEET;

THENCE N 30°26'16" E FOR A DISTANCE OF 1153.88 FEET TO THE POINT OF INTERSECTION WITH DAVID PARK SUBDIVISION;

THENCE ALONG SAID DAVID PARK SUBDIVISION FOR THE NEXT TWO (2) COURSES:

S 63°16'13" E FOR A DISTANCE OF 56.60 FEET;

THENCE S 67°49'16" E FOR A DISTANCE OF 1405.00 FEET TO THE POINT OF INTERSECTION WITH THE PROLONGATION OF THE EASTERLY LINE OF SUGAR HOUSE ROAD;

THENCE N 27°30'21" E, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 6049.54 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE TEXAS AND PACIFIC 100 FOOT WIDE RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1316.035 ACRES, MORE OR LESS, AND IS MORE FULLY SHOWN AS TRACT 1-A1 ON A MAP OF RESUBDIVISION OF PARCELS 1-A AND TRACTS 1 AND 3 OF PARCEL 2 INTO TRACTS 1-A1 & 1-C BY WINK ENGINEERING, LLC BEARING DRAWING NUMBER 54030000-RS-1 SHEET 1 OF 2.

BEARINGS ARE LAMBERT GRID MERIDIAN, NAD 83, BASED ON STATIC GPS OBSERVATIONS SUBJECT PROPERTY IS CURRENTLY A PORTION OF TAX ID. 250000001100 & 25320210000B.

EXHIBIT "C"

LEGAL DESCRIPTION SERVITUDE OF PASSAGE

THAT CERTAIN SERVITUDE OF ACCESS, DRAINAGE AND UTILITIES ON AND ACROSS A PORTION OF GROUND SITUATED IN TOWNSHIP 13 SOUTH, RANGE 20 EAST, SOUTHEASTERN DISTRICT, WEST OF THE MISSISSIPPI RIVER, ST. CHARLES PARISH, LOUISIANA, BEING A PORTION OF PARCEL 1 AS DESCRIBED IN A CONVEYANCE OF PROPERTY BY PHARMACIA CORPORATION TO THE MONSANTO COMPANY IN AN ACT RECORDED WITH THE ST. CHARLES PARISH CLERK OF COURTS IN CONVEYANCE BOOK 580 FOLIO 717, INSTRUMENT NUMBER 250326, DATED JANUARY 16, 2001 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SUGAR HOUSE ROAD WITH THE SOUTHERLY LINE OF THE TEXAS AND PACIFIC RAILROAD'S 100 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID EASTERLY LINE S 27°30'21" W FOR A DISTANCE OF 6049.54 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF DAVID PARK SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE OF DAVID PARK SUBDIVISION N 67°49'16" W FOR A DISTANCE OF 1405.00 FEET; THENCE CONTINUING ON SAID SOUTHERLY LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF MONSANTO SUBDIVISION N 63°16'13" W FOR A DISTANCE OF 56.60 FEET; THENCE ALONG SAID EASTERLY LINE OF MONSANTO SUBDIVISION S 30°26'16" W FOR A DISTANCE OF 1153.88 FEET TO THE SOUTHERLY LINE OF MONSANTO SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE OF MONSANTO SUBDIVISION N 65°38'44" W FOR A DISTANCE OF 626.37 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF PAUL MAILLARD ROAD, ALSO KNOWN AS LOUISIANA HIGHWAY NUMBER 52, HAVING A 50 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD S 32°25'37" W FOR A DISTANCE OF 530.78 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY LINE OF A PARCEL OF ST. CHARLES PARISH SOCIAL CONCERNS COMMITTEE, INC.; THENCE S 57°27'09" E FOR A DISTANCE OF 200.37 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE S 32°35'17" W FOR A DISTANCE OF 199.77 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A PARCEL OF THE LULING VOLUNTEER FIRE DEPARTMENT; THENCE S 57°14'42" E FOR A DISTANCE OF 448.27 FEET TO THE EASTERLY LINE OF SAID FIRE DEPARTMENT PARCEL; THENCE ALONG SAID EASTERLY LINE S 30°25'30" W FOR A DISTANCE OF 197.42 FEET TO THE SOUTHERLY LINE OF SAID FIRE DEPARTMENT PARCEL; THENCE ALONG SAID SOUTHERLY LINE N 57°34'03" W FOR A DISTANCE OF 454.97 FEET; THENCE CONTINUING N 57°34'22" W FOR A DISTANCE OF 200.00 FEET TO THE EASTERLY LINE OF SAID PAUL MAILLARD ROAD; THENCE ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD S 32°25'37" W FOR A DISTANCE OF 369.92 FEET TO THE NORTHWESTERLY CORNER OF TRACT 1-C AND THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING S 57°34'23" E, ALONG THE NORTHERLY LINE OF TRACT 1-C, FOR A DISTANCE OF 200.00 FEET;

THENCE S 32°25'37" W, ALONG THE EASTERLY LINE OF TRACT 1-C, BEING 200.00 FEET EASTERLY FROM AND PARALLEL TO PAUL MAILLARD ROAD, FOR A DISTANCE OF 60.00 FEET TO A POINT;

THENCE N 57°34'23" W, FOR A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID PAUL MAILLARD ROAD;

THENCE N 32°25'37" E, ALONG SAID EASTERLY LINE OF PAUL MAILLARD ROAD, FOR A DISTANCE OF 60.00 FEET TO THE NORTHWESTERLY CORNER OF TRACT 1-C AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED SERVITUDE OF ACCESS, DRAINAGE AND UTILITES ON AND ACROSS TRACT 1-C CONTAINS 12,000 SQUARE FEET, MORE OR LESS, AND IS MORE FULLY SHOWN ON A MAP ENTITLED "EXHIBIT A" BY WINK ENGINEERING, LLC BEARING DRAWING NUMBER 54030000-EXHIBIT A, A COPY OF WHICH IS ATTACHED HERETO.

BEARINGS ARE LAMBERT GRID MERIDIAN, NAD 83, BASED ON STATIC GPS OBSERVATIONS.