

AGREEMENT TO DONATE

The undersigned RNW COMMUNITY, LLC and NORMANDY ASSOCIATES, owner and mortgagee, respectively, (collectively, Grantors) of that certain property located in the Parish of St. Charles, State of Louisiana (Parish), known as Lot 338-A containing 15.038 acres in accordance with a survey by Lucien C. Gassen, P.L.S., dated February 24, 1994 revised April 8, 1994 (collectively Property).

The Property was acquired from TEXACO, INC. by THERIOT SHIPBUILDINGS, LLC and transferred by merger 16 December 2005 into MANCHAC MARINE, LLC, which company issued a mortgage in favor of FIRST NATIONAL BANK USA. On 22 May 2008 the said bank sold the note and assigned the mortgage to RNW COMMUNITY, LLC. On 9 March 2009, MANCHAC MARINE, LLC issued a *Dation en Paiement* to RNW COMMUNITY LLC, which was recorded on 4 May 2009 in St. Charles Parish Book 1321 Page 279. NORMANDY ASSOCIATES currently holds a multiple indebtedness mortgage on the Property recorded 4 May 2009 in St. Charles Parish Book 1321 Page 285. RIVERBEND CORPORATION – RW2 is the Manager of RNW COMMUNITY, LLC and the General Partner of NORMANDY ASSOCIATES. Robert Wiegand II is the President of RIVERBEND CORPORATION.

Grantors agree, under the terms and conditions set out herein, to donate to St. Charles Parish a +/-4.5 acre site out of Lot 338-A along the southern edge of said lot as depicted on Attachment A, with the exact acreage to be determined by survey. The +/- 4.5 acre area, herein called the Site, shall be used for an access roadway, levee improvements, and the construction of a public boat launch within the Site. The donation shall occur within 90-days following the execution of this agreement.

Grantors further agrees that the Property shall not be alienated or encumbered in any manner which would in any way forestall this donation until after the 90 days noted above. Within 3 years following the donation, the Parish must initiate the construction of the boat launch and the hard surface access roadway to the western edge of the Site. Should the construction of both not begin within the 3 years following the donation, the donated property shall revert back to the Grantor unless a time extension is granted by the Grantor.

The donation will be subject to the following conditions:

1. The donation is to be a charitable donation to the Parish that is to be solely and exclusively used for an access roadway, levee improvements, and the development of a public boat launch containing no commercial activities. The value of the charitable donation shall be determined by an appraisal secured and paid for by the Parish following the execution of this agreement and prior to the donation to the Parish.
2. The survey to be performed in association with the donation shall be performed and paid for by the Parish.
3. The donation is to be made with the condition that the Parish constructs a hard surface street access to the western edge of the Site built to public collector street standards and that it provides a utility easement within the Parish's 60' parcel and the access area provided within the Site leading from the WPA Road to the western end of the Site for the bringing of water, sewer (future), gas, telephone, and cable (and additional utilities) by the Grantor as may be necessary to service the remainder of Lot 338-A. Should the Parish install any such utilities, the utilities installed by the Parish shall be sized as needed to service the remainder of Lot 338-A. When speaking of "servicing the remainder of Lot 338-A", it is understood that the said balance of Lot 338-A may be used for commercial and/or residential uses.
4. The donation is made with the further condition that public access will be allowed across the Site from the public street constructed as required above to the remainder of Lot 338-A.
5. The Parish must upgrade the existing overhead electrical utilities from the WPA Road to Lot 338-A and install street lighting along the access roadway and around the Boat Launch Site in conjunction with construction of the project. All such lighting is to be so designed as to minimize the ambient lighting "spilled" outside of the site donated to the Parish and onto the remainder of Lot 338-A. The electrical lines servicing the Boat Launch Site will be of sufficient capacity as to service commercial and residential development on the remainder of Lot 338-A.

6. If Grantor is timely in installing any Additional Utilities, the construction of same and the construction of the road will be coordinated so that so that neither the installation of Additional Utilities nor the construction of the road is unreasonably hampered. Any delays in the construction of the project caused by Grantor's installation of Additional utilities will increase the time allowed in Paragraph 8 for completion of construction.

7. The Parish shall offer no objection to any and all permits sought by the Grantor or its assigns and shall issue any and all necessary Parish permits or permits issued under its authority or that of any other agency over which the Parish may oversee as it relates to the construction of a 2-way traffic access ramp across the existing levee or the future improved levee located on the remainder of Lot 338-A. The access ramp, if pursued by the Grantor or its assigns, shall be to provide access to any improvements that the Grantor or its assigns may wish to construct within Bayou Des Allemands located outside of the levee servitude..

8. The Parish shall initiate the construction of the boat launch and the hard surface roadway within 3 years of the donation. Should the construction of both not begin within the 3 years following the donation, the donated property shall revert back to the Grantor unless a time extension is granted by the Grantor. Should there be any permit related issues, any other issue, or any action of the Parish Administration or Council that prevents, obstructs, or prohibits the start or the construction of the boat launch prior to the end of the 3 year period, the property shall revert back to the owner upon the action occurring that prevents the start of its construction.

9. All material excavated from the Site and the Parish's 60' tract that cannot be incorporated into the project shall be "deposited and spread" on the remainder of Lot 338-A in the areas designated by the Grantor.

10. The boat launch shall be formally named the "Robert N. Wiegand Memorial Boat Launch".

In my capacity as President of RIVERBEND CORPORATION – RW2, which is, itself, Manager for RNW COMMUNITY, LLC and General Partner of NORMANDY ASSOCIATES, I bind the said companies to the above and foregoing Agreement.

WITNESSES

RIVERBEND CORPORATION – RW2

By: _____
Robert Wiegand II – President

Date: _____

ST. CHARLES PARISH

By: _____
Larry Cochran – President

Date: _____