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OTC S 4/1261

43165

SPECIAL WARRANTY DEED
(Missouri)

DOC-1352 PAGE 1775

THIS DEED, made and entered into as of the 18th day of December, 1990, by and between MONSANTO COMPANY, a corporation organized and existing under the laws of the State of Delaware, "party of the first part" or "Monsanto", and the Trustees of Dardenne Presbyterian Church, "party of the second part" or the "Trustees". 7400 HIGHWAY N. DAR DENNE PRAIRIE MO. 63366

WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents BARGAIN, SELL, CONVEY AND CONFIRM unto the party of the second part, its successors and assigns, the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

A tract of land being part of Lots 5 and 6 of John D. Coalter's Walnut Grove Tract, as recorded in Survey Book CR-1, page 215 of the St. Charles County Records and part of Fractional Section 12, Township 46 North, Range 2 East, in St. Charles County, Missouri and being more particularly described as follows: Beginning at a rebar set at the northeast corner of the tract of land herein described, being also the northwest corner of a 3.728 acre tract conveyed to Dardenne Presbyterian Church by deed recorded in Deed Book 927, page 916 (Parcel #2) of the St. Charles County Records, surveyed by Summa-Moore, Inc., during the months of May and June 1978; thence along the eastern line of said 413.23 acre tract, being also the western line of aforementioned church property, S.0°02'20"W., 589.31 feet to an old Iron Pipe at the southwestern corner of said Dardenne Presbyterian Church property; thence along the western prolongation of the southern line of said church property, N.89°43'32"W., 370.00 feet to a rebar; thence northwardly, along a line 370.00 feet west of and parallel with, the western line of said church property, N.0°02'20"E., 588.26 feet to a rebar set in the southern right of way line of Highway "N", 65 feet wide; thence along said southern right of way line of Highway "N", S.89°53'20"E., 370.00 feet to the point of Beginning and containing 5.00 Acres, according to a survey by Moore Surveying, Inc., during the month of October 1990.

SUBJECT TO:

- (i) Those easements and rights of way which an inspection or survey of the Real Estate would show;
- (ii) Liens for ad valorem taxes for 1991 and thereafter; and

**Exhibit 14 to
Dardenne Petition**

- (iii) Applicable building, zoning, and governmental regulations.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the party of the second part, and to the successors and assigns of such party forever.

The Trustees and the Real Estate shall in no way or manner be subject to the control, interference or meddling of any Presbytery Synod, General Assembly or other ecclesiastical body.

The Trustees shall not, during the term of 20 years and 11 months from the date of death of the last to die of the two officers signing the deed on behalf of Monsanto, sell, option, transfer, convey or dispose of the Real Estate, or agree or make any commitment to do so, without having first offered the Real Estate or such portion thereof to Monsanto at the same price or consideration and upon the same terms and conditions as the Trustees are willing to dispose of the Real Estate or such portion thereof to a third party. Such offer to Monsanto shall be in writing and shall specify the name of the prospective purchaser or transferee, the price or consideration and all the terms and conditions upon which the third party is willing to acquire such Real Estate, together with a statement by the Trustees that the Trustees propose to accept such offer of the third party. Monsanto shall have thirty (30) days from the date of its receipt of such offer within which to give the Trustees notice of its election to acquire the Real Estate at said price or consideration and upon said terms and conditions and sixty (60) days thereafter in which to consummate the acquisition. If Monsanto does not elect to acquire the Real Estate, the Trustees may dispose of the same to the third party designated in such offer within a period of sixty (60) days after the expiration of the written offer to Monsanto, at a price or consideration and upon terms and conditions not more favorable to the third party than those at and upon which the Real Estate was offered to Monsanto. Within thirty (30) days after the consummation of the transaction with such party, the Trustees shall furnish to Monsanto a sworn statement to the effect that the transaction was bona fide and setting forth the price or consideration and terms and conditions on which the disposition was made. The right herein granted to Monsanto shall be continuing, and the failure of Monsanto to exercise said right in any one case shall not affect Monsanto's right to exercise the same in other cases, whether as against the Trustees or any subsequent owner, thereafter arising during the term hereof.

The party of the first part hereby covenanting that it and its successors, shall and will WARRANT AND DEFEND the title to the premises unto the party of the second part, and to the successors and assigns of such party forever against the lawful claims of all persons claiming by, through or under party of the first part but none other, excepting, however, matters above set forth.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its Executive Vice President and its corporate seal to be hereunto affixed.

MONSANTO COMPANY

By [Signature]
Executive Vice President
R.B. SHAPIRO

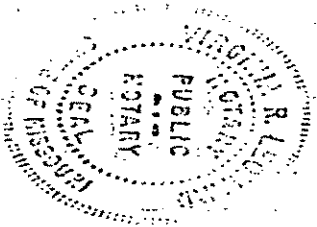


[Signature]
Assistant Secretary

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss.

On this 18th day of December, 1990, before me appeared R. B. Shapiro to me personally known, who, being by me duly sworn, did say that he is an Executive Vice President of Monsanto Company, a corporation of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said R. B. Shapiro acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



[Signature]
Notary Public

VIRGINIA R. LEONARD
Printed Name of Notary Public

VIRGINIA R. LEONARD
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES FEB. 12, 1994
ST. LOUIS COUNTY

My term expires
After Recording mail Deed to

Mr. Spencer Royer
2063 Duello Road
O'Fallon, MO 63366

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD
1990 DEC 27 PM 12: 25

[Signature]
RECORDER OF DEEDS

8-30 45T97S73116

61905

See front page
7980 Clayton Rd.
St. Louis, MO 63117

SPECIAL WARRANTY DEED

THIS DEED is made and entered into effective as of the 30th day of June, 1998, by and between

BOOK 2112 PAGE 102

NOVUS PROPERTY HOLDINGS, L.L.C.,
a Delaware limited liability company

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

Party of the First Part, and

98 AUG -6 PM 1:58

TRUSTEES OF THE DARDENNE PRESBYTERIAN CHURCH
C/O COMMONWEALTH LAND TITLE 7980 CLAYTON RD. ST, LOUIS, MO. 63117
Party of the Second Part.

Barbara Hall

WITNESSETH, that the said Party of the First and in consideration of the sum of Ten Dollars and other good and valuable consideration paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents Bargain and Sell, Convey and Confirm unto the said Party of the Second Part, the following described Real Estate, situated in the County of St. Charles and State of Missouri, to-wit:

RECORDED OFFICES

See Exhibit 1 attached hereto and hereby made a part hereof.

Subject to any easements, restrictions, covenants, conditions, reservations and encroachments, and other matters of fact or record.

Party of the First Part and Party of the Second Part hereby agree that the Party of the Second Part and the Real Estate shall in no way or manner be subject to the control, interference or meddling of any Presbytery Synod, General Assembly or other ecclesiastical body. Party of the Second Part also covenants and agrees that Party of the Second Part shall not, during the term of 20 years and 11 months from the date of death of the last to die of attorneys currently associated with the law firm of Bryan Cave LLP, sell, lease for a term of more than 10 years (including any renewal options), option, transfer, convey or dispose of the Real Estate, or agree or make any commitment to do so, without having first offered the Real Estate or such portion thereof to Party of the First Part at the same price or consideration and upon the same terms and conditions as Party of the Second Part is willing to dispose of the Real Estate or such portion thereof to a third party. Such offer to Party of the First Part shall be in writing and shall specify the name of the prospective purchaser or transferee, the price or consideration and all the terms and conditions upon which the third party is willing to acquire such property, together with a statement by the Party of the Second Part that Party of the Second Part proposes to accept such offer of the third party. Party of the First Part shall have thirty (30) days from the date of its receipt of such offer within which to give Party of the Second Part notice of its election to acquire the Real Estate at

said price or consideration and upon said terms and conditions and sixty (60) days thereafter in which to consummate the acquisition. If Party of the First Part does not elect to acquire the Real Estate, Party of the Second Part may dispose of the same to the third party designated in such offer within a period of sixty (60) days after the expiration of the written offer to Party of the First Part, at a price or consideration and upon terms and conditions not more favorable to the third party than those at and upon which the Real Estate was offered to Party of the First Part. Within thirty (30) days after the consummation of the transaction with such party, the Party of the Second Part shall furnish to Party of the First Part a sworn statement to the effect that the transaction was bona fide and setting forth the price or consideration and terms and conditions on which the disposition was made. The right herein granted to Party of the First Part shall be continuing, shall run with the land, and the failure of Party of the First Part to exercise said right in any one case shall not affect Party of the First Part's rights to exercise the same in other cases, whether as against Party of the Second Part or any subsequent owner, thereafter arising during the term hereof.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Party of the Second Part, and to its successors and assigns forever. The said Party of the First Part hereby covenants that it and its successors and assigns shall and will warrant and defend title to the premises unto the said Party of the Second Part and to the successors and assigns thereof forever, against the lawful claims of all persons claiming by, through or under Party of the First Part but none other, excepting, however, the general taxes for the calendar year 1998 and thereafter, and the special taxes (if any) due and payable after the date of this deed.

IN WITNESS WHEREOF, the said Party of the First Part and Party of the Second Part have executed these presents as of the day and year first above written.

NOVUS PROPERTY HOLDINGS, L.L.C.
a Delaware limited liability
company

By: *[Signature]*

Its: *Vice President*

TRUSTEES OF THE DARDENNE
PRESBYTERIAN CHURCH

By: Clyde Mouser
Trustee

By: Wm A. Thomas
Trustee

By: James M. Maser
Trustee

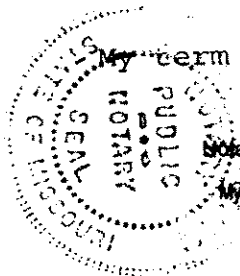
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 10th day of July, 1998, before me appeared L. A. Vogel, to me personally known, who being by me duly sworn did say that he is the Vice President of NOVUS PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, by authority of its members, and he acknowledged said instrument it be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Mary D. Hahn
Notary Public

My term expires:



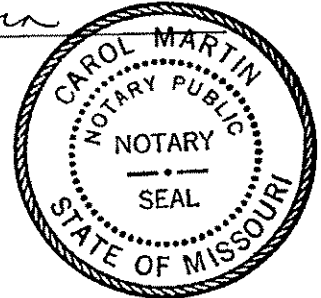
Mary D. Hahn
Notary Public, State of Missouri
County of St. Louis
My Commission Exp. 04/22/2000

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 26th day of July, 1998, before me appeared Clyde Mouser, to me personally known, who being by me duly sworn did say that he is a Trustee of THE DARDENNE PRESBYTERIAN CHURCH, and that said instrument was signed on behalf of said church, by authority of its trustees, and he acknowledged said instrument to be the free act and deed of said church.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carol Martin
Notary Public



My term expires: 3-10-99

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 26th day of July, 1998, before me appeared William Schuman, to me personally known, who being by me duly sworn did say that he is a Trustee of THE DARDENNE PRESBYTERIAN CHURCH, and that said instrument was signed on behalf of said church, by authority of its trustees, and he acknowledged said instrument to be the free act and deed of said church.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carol Martin
Notary Public



My term expires: 3-10-99

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

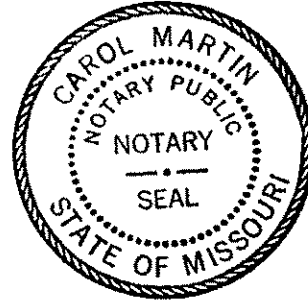
BOOK 2112 PAGE 107

On this 26th day of July, 1998, before me appeared James Mouser, to me personally known, who being by me duly sworn did say that he is a Trustee of THE DARDENNE PRESBYTERIAN CHURCH, and that said instrument was signed on behalf of said church, by authority of its trustees, and he acknowledged said instrument to be the free act and deed of said church.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carol Martin
Notary Public

My term expires: 3-10-99



97-034/36908/DFV
10/22/97DESCRIPTION
WINGHAVEN
CHURCH TRACT

A tract of land being part of U.S. Surveys 1669 and 1641 in Township 46 North, Ranges 2 and 3 East and Fractional Section 12 in Township 46 North, Range 2 East, St. Charles County, Missouri and being part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office; thence along the said western line of Lall property and the western line of property now or formerly of Stolz per the deed recorded in Deed Book 1690, Page 694 of the said St. Charles County, Missouri records, North 01° 06' 24" West, a distance of 3717.29 feet to a point on the southern line of Bates Road (40' wide); thence along the said southern line of Bates Road, South 80° 59' 53" West, a distance of 497.17 feet to an angle point in the said Bates Road; thence along the western line of said Bates Road, North 28° 01' 41" West, a distance of 63.47 feet to a point on the northern line of the Bates connector road through said Winghaven; thence along the northern line of said Bates connector roadway the following courses: South 80° 59' 53" West, a distance of 758.42 feet to a point of curvature; thence along a curve to the left having a radius of 680.00 feet, an arc length of 107.33 feet, the chord of which bears South 76° 28' 34" West, a chord distance of 107.22 feet to a point of compound curvature; thence along a curve to the left having a radius of 1060.16 feet, an arc distance of 185.30 feet, the chord of which bears South 66° 56' 49" West, a chord distance of 185.06 feet to a point of tangency; thence South 61° 56' 23" West, a distance of 155.44 feet to a point; thence South 59° 04' 38" West, a distance of 95.00 feet to a point of curvature; thence along a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, the chord of which bears North 75° 55' 22" West, a chord distance of 35.36 feet to a point on the eastern line of the circumvential roadway through said Winghaven; thence along the eastern line of said circumvential roadway the following courses: North 30° 55' 22" West, a distance of 192.54 feet to a point of curvature; thence along a curve to the left having a radius of 830.00 feet, an arc length of 254.59 feet, the chord of which bears North 39° 42' 36" West, a chord distance of 253.60 feet to a point of reverse curvature; thence along a curve to the right having a radius of 770.00 feet, an arc length of 639.64 feet, the chord of which bears North 24° 41' 59" West, a chord distance of 621.41 feet to a point of tangency; thence North 00° 54' 06" West, a distance of 840.84 feet to a point of curvature; thence along a curve to the left having a radius of 830.00 feet, an arc length of 384.58 feet, the chord of which bears North 14° 10' 33" West, a chord distance of 381.15 feet to a point of tangency; thence North 27° 27' 00" West, a distance of 264.37 feet to a point of curvature; thence along a curve to the right having a radius of 370.00 feet, an arc length of 141.39 feet, the chord of which bears North 16° 30' 08" West, a chord distance of 140.54 feet to a point of tangency; thence North 05° 33' 16" West, a distance of 58.47 feet to a point of curvature; thence along a curve to the left having a radius of 430.00 feet, an arc length of 37.01 feet, the chord of which bears North 08° 01' 13" West, a chord distance of 37.00 feet to a point on a curve; thence

leaving said eastern line of circumferential roadway and through the aforementioned U.S. Survey 1669 in Township 46 North, Range 2 East the following courses: North 05° 18' 13" West, a distance of 397.18 feet to a point; thence North 88° 37' 46" East, a distance of 260.70 feet to a point; thence North 05° 18' 56" West, a distance of 486.35 feet to a point of curvature; thence along a curve to the left having a radius of 307.42 feet, an arc length of 226.59 feet, the chord of which bears North 27° 25' 00" West, a chord distance of 221.50 feet to a point of tangency; thence North 48° 31' 57" West, a distance of 404.96 feet to a point; thence North 48° 59' 37" West, a distance of 115.09 feet to a point; thence North 54° 02' 07" West, a distance of 832.00 feet to a point; thence South 84° 15' 00" West, a distance of 53.77 feet to a point on the eastern line of the major collector road through the aforementioned Wingham and also being a point on a curve; thence along a curve to the left having a radius of 800.00 feet, an arc length of 308.04 feet, the chord of which bears North 05° 13' 43" West, a chord distance of 306.14 feet to a point of tangency; thence North 16° 15' 34" West, a distance of 468.31 feet to a point of curvature; thence along a curve to the left having a radius of 800.00 feet, an arc length of 291.64 feet, the chord of which bears North 26° 42' 11" West, a chord distance of 290.03 feet to a point of tangency; thence North 37° 08' 49" West, a distance of 367.37 feet to a point of curvature; thence along a curve to the right having a radius of 700.00 feet, an arc length of 453.54 feet, the chord of which bears North 18° 35' 08" West, a chord distance of 445.64 feet to a point of tangency; thence North 00° 01' 28" West, a distance of 34.41 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said roadway North 00° 01' 28" West a distance of 522.29 feet to a point of curvature; thence along a curve to the right having a radius of 1590.42 feet, an arc distance of 36.46 feet, the chord of which bears North 00° 37' 56" East a chord distance of 36.46 feet to a point on the southern line of property now or formerly of the Dardenne Presbyterian Church per the deed recorded in Book 927, Page 916 and Book 1532, Page 1775; thence along the southern line of said Dardenne Presbyterian Church South 89° 46' 39" East a distance of 795.18 feet to the southeast corner of said Church property, also being a point on the western line of property now or formerly of The Jones Company Custom Homes, Incorporated, per the deed recorded in Book 1763, Page 1451 of the St. Charles County, Missouri Records; thence along said western line of The Jones Company South 00° 00' 02" East a distance of 539.62 feet to a point; thence leaving said western line South 88° 50' 41" West a distance of 795.52 feet back to the POINT OF BEGINNING and containing 436,859 square feet or 10.03 acres.

Basis of bearing for this description is the Deed to Novus per Deed Book 1953, Page 429, rotate bearing clockwise 1°09'04" to match bearing base of grid north.

END OF DOCUMENT