

2018-0187

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 18-7-14

An ordinance approving and authorizing the execution of an  
Act of Dedication for Ashton Plantation Phase 2-A, Luling.

WHEREAS, Ashton Plantation Estates, LLC is the owner and developer of property  
located in Sections 97 & 98, T-13-S & R-20-E and indicated on a Final  
Plat prepared by Louis J. Gassen, Jr., PLS, dated June 4, 2018 entitled  
FINAL PLAT ASHTON PLANTATION PHASE 2-A IN SECTIONS 97 & 98,  
T13S – R20E, ST. CHARLES PARISH; and,

WHEREAS, said subdivision has been constructed in accordance with the St. Charles  
Parish Subdivision Regulations of 1981, as amended; and,

WHEREAS, all required reviews and approvals for the subdivision are complete.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Dedication by Ashton Plantation Estates, LLC for  
Ashton Plantation Phase 2-A, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the Final  
Plat and Act of Dedication on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as  
follows:

YEAS: BENEDETTO, CLULEE, WOODRUFF, BELLOCK, FLETCHER,  
FISHER-PERRIER  
NAYS: HOGAN  
ABSENT: WILSON, GIBBS

And the ordinance was declared adopted this 23rd day of July, 2018,  
to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: Walter Benedetto  
INTERIM SECRETARY: Calvin Berthelot  
DLVD/PARISH PRESIDENT: July 24, 2018  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: July 26, 2018  
AT: 1:30 pm RECD BY: JB

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON 8/16/18  
AS ENTRY NO. 434725  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 866 FOLIO 722

ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: ASHTON PLANTATION ESTATES, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 6<sup>th</sup> day of August, in the  
year of Our Lord Two Thousand and Eighteen,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and  
qualified in and for the aforesaid Parish and State, therein residing, and in the presence of  
the two competent witnessed hereinafter named and undersigned,  
PERSONALLY CAME AND APPEARED;

Ashton Plantation Estates, L.L.C., a limited liability company organized and  
existing under and by the laws of the State of Louisiana with its domicile in  
the Parish of Jefferson, within said State, herein appearing by and through  
Rathborne Properties, Inc., its Manager, herein appearing by and through  
Michael E. Jones, its Vice President, and J.B. Levert Land Company, its  
Manager, herein appearing by and through Louis M. Andolsek, its President.  
(Hereinafter sometimes referred to as "Ashton");

MAILING ADDRESS: P.O. Box 157  
Harvey, Louisiana 70059

Ashton declared unto me, Notary, that it is the owner of a certain tract of real  
property situated on the West Bank of St. Charles Parish, which lands are designated as  
Ashton Plantation, Phase 2-A being a portion of Sections 97 and 98, T13S, R20E, St.  
Charles Parish, Louisiana, shown on a survey of said subdivision which survey was  
prepared by Lucien C. Gassen Surveying Services, dated June 4, 2018, signed by Louis J.  
Gassen, Jr., Registered Land Surveyor, which survey is entitled "Ashton Plantation, Phase  
2-A, in Sections 97 and 98, T13S, R20E, St. Charles Parish, Louisiana" (hereinafter  
referred to as the "Final Plat"), a copy of which is attached to and made part of this Act;  
and

Ashton further declared unto me that it has caused a survey to be prepared by  
Lucien C. Gassen Surveying Services, dated June 4, 2018, signed by Louis J. Gassen, Jr.  
Registered Land Surveyor, which is entitled "Ashton Plantation Drainage Servitudes in  
Sections 84, 85, 86, 87, 97, 98 and 99, T13S – R21E and Section 8, T13S – R20E, St.  
Charles Parish, Louisiana" (hereinafter referred to as the "Drainage Plat"), which sets out a  
number of drainage servitudes in favor of St. Charles Parish a copy of which is attached to

and made a part of this Act; and

Ashton further declared unto me that it has caused that portion of the above property designated as Ashton Plantation Phase 2-A on the Final Plat referred to above to be laid out in squares and lots on the plan of survey and/or re-subdivision referred to above, which Final Plat creates Phase 2-A of Ashton Plantation Subdivision, a copy of which is attached and made part hereof; and

Ashton further declared unto me, Notary, that on the Final Plat it has laid out certain streets within the Ashton Plantation Subdivision which are named and identified in accordance with the annexed Final Plat as Ashton Plantation Blvd., Cove Glen Lane, Monarch Cove Lane, and Cove Pointe Drive, which streets in regard to this dedication, are more fully described in accordance with said plan as follows to wit:

**ASHTON PLANTATION BLVD., ASHTON PLANTATION, PHASE 2-A,  
ST. CHARLES PARISH**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as a portion of ASHTON PLANTATION BOULEVARD, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the southeasterly corner of the existing Ashton Plantation Boulevard right of way (also being the Phase 1-A/2-A line), proceed along the arc of a curve in a southwesterly direction to the right having a radius of 1,230.00 feet a distance of 67.96 feet (a chord of 67.95 feet and a chord bearing of S82°04'18"W), thence S83°39'16"W a distance of 243.64 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 970.00 feet a distance of 750.08 feet (a chord of 731.54 feet and a chord bearing of S61°30'06"W), thence N60°31'44"W a distance of 93.86 feet to a point on a curve, thence along the arc of a curve to the right, having a radius of 700.00 feet a distance of 278.57 feet (a chord of 276.73 feet and a chord bearing of N40°52'18"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 14.92 feet (a chord of 13.57 feet and a chord bearing of N09°31'54"E), thence N55°04'25"E a distance of 60.03 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 15.37 feet (a chord of 13.90 feet and a chord bearing of S77°14'16"E) to a point of a reverse curve to the right having a radius of 700.00 feet a distance of 354.20 feet (a chord of 350.44 feet and a chord bearing of N73°13'45"E), thence N87°43'31"E a distance of 79.74 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 800.00 feet a distance of 37.39 feet (a chord of 37.39 feet and a chord bearing of N84°59'37"E, thence N83°39'16"E a distance of 243.64 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 1,170.00 feet a distance of 64.64 feet (a chord of 64.63 feet and a chord bearing of N82°04'18"E), thence S09°30'40"E a distance of 60.00 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Lucien C. Gassen Surveying Services,  
Louis J Gassen Jr, PLS dated June 4, 2018.

**COVE GLEN LANE, (SOUTHEAST OF COVE POINTE DRIVE),**

**ASHTON PLANTATION, PHASE 2-A, ST. CHARLES PARISH, LOUISIANA**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as the southeasterly portion of COVE GLEN LANE, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the point of tangency on the west right of way line of Ashton Plantation Boulevard at Reserve N and the southerly right of way line of Cove Glen Lane proceed N33°12'32"W a distance of 138.89 feet, thence N56°47'28"E a distance of 60.00 feet, thence S33°12'32"E a distance of 137.09 feet, thence S55°04'25"W a distance of 60.03 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Lucien C. Gassen Surveying Services, Louis J Gassen Jr, PLS dated June 4, 2018.

**COVE GLEN LANE, (NORTHWEST OF COVE POINTE DRIVE),  
ASHTON PLANTATION, PHASE 2-A, ST. CHARLES PARISH, LOUISIANA**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as the northwesterly portion of COVE GLEN LANE, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the northerly right of way line of Cove Pointe Drive and the westerly right of way line of Cove Glen Lane proceed N32°43'26"W a distance of 164.26 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of N59°42'28"W) to a point of a reverse curve, thence along to arc of a curve to the right having a radius of 60.00 feet a distance of 301.53 feet (a chord of 70.59 feet and a chord bearing of N57°16'34"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of S05°44'23"E), thence S32°43'26"E a distance of 163.69 feet, thence S56°37'30"W a distance of 50.00 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Lucien C. Gassen Surveying Services, Louis J Gassen Jr, PLS dated June 4, 2018.

**PORTION OF COVE POINTE DRIVE, ASHTON PLANTATION, PHASE 2-A,  
ST. CHARLES PARISH, LOUISIANA**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as a portion of COVE POINTE DRIVE, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the northwesterly corner of Cove Pointe Drive right of way (also being the Phase 2-A/Future Phase line), proceed along the arc of a curve in a northeasterly direction to the right, having a radius of 825.00 feet a distance of 112.63 feet (a chord of 112.54 feet and a chord bearing of N30°08'27"E), thence along the arc of a curve to the left having a radius 10.00 feet a distance of 14.85 feet (a chord of 13.52 feet and a chord bearing of N08°29'40"W), thence N35°27'28"E a distance of 50.09 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance 15.73 feet (a chord of 14.15 feet and a chord bearing of N83°54'37"E) to a point on a curve, thence



along of a curve to the right having a radius 825.00 feet a distance 223.87 feet (a chord of 223.18 feet and a chord bearing of N46°38'06"E) to a point of curvature, thence along the arc of a curve to the left having a radius 10.00 feet a distance of 15.21 feet (a chord of 13.78 feet and a chord bearing of N10°50'33"E) thence N56°37'30"E a distance of 50.00 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 15.37 feet (a chord of 13.90 feet and a chord bearing of S76°45'19"E) to a point on a curve, thence along the arc of a curve to the right having a radius of 825.00 feet a distance of 180.57 feet (a chord of 180.21 feet and a chord bearing of N65°29'01"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 55.00 feet a distance of 100.29 feet (a chord of 86.96 feet and a chord bearing of N19°30'54"E), thence N32°43'26"W a distance of 256.77 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 13.61 feet (a chord of 13.45 feet and a chord bearing of N48°19'22"W) to a point of a reverse curve, thence along the arc of a curve to the right having a radius of 60.00 feet a distance of 295.80 feet (a chord of 75.14 feet and a chord bearing of N77°18'46"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 31.10 feet (a chord of 29.13 feet and a chord bearing of S02°54'42"W), thence S32°43'26"E a distance of 220.30 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 105.00 feet a distance of 36.84 feet (a chord of 36.65 feet and a chord bearing of S22°40'25"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 31.07 feet (a chord of 29.11 feet and a chord bearing of S48°13'52"E) to a point of a reverse curve, thence along the arc of a curve to the right having a radius of 50.00 feet a distance of 183.38 feet (a chord of 96.56 feet and a chord bearing of S21°13'51"W) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 31.07 feet (a chord of 29.11 feet and a chord bearing of N89°18'26"W) to a point of a reverse curve, thence along the arc of a curve to the right having a radius of 105.00 feet a distance of 30.55 feet (a chord of 30.44 feet and a chord bearing of S63°25'10"W) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 775.00 feet a distance 161.85 feet (a chord of 161.55 feet and a chord bearing of S65°46'16"W) to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 16.23 feet (a chord of 14.51 feet and a chord bearing of S13°17'23"W), thence S56°47'28"W a distance of 60.00 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 10.00 feet a distance of 16.23 feet (a chord of 14.51 feet and a chord bearing of N79°42'27"W) to a point on a curve, thence along the arc of a curve to the left having a radius of 775.00 feet a distance of 352.81 feet (a chord of 349.77 feet and a chord bearing of S40°45'08"W) to the Phase 2-A/Future Phase line, thence N85°29'46"W along said phase line a distance of 54.10 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Lucien C. Gassen Surveying Services,  
Louis J Gassen Jr, PLS dated June 4, 2018.

**MONARCH COVE LANE, ASHTON PLANTATION, PHASE 2-A,  
ST. CHARLES PARISH, LOUISIANA**

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 97, Township 13 South Range 20 East in that portion of Ashton Plantation, designated as MONARCH COVE LANE, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

BEGIN at the southern point of tangency of Monarch Cove Lane and the western edge of Cove Pointe Drive right of way, proceed N51°02'27"W a distance of 40.86 feet to a point of curvature, thence along the arc of a curve to the right having a radius of 205.00 feet a distance of 65.54 feet (a chord of 65.26 feet and a chord bearing of N41°52'56"W), thence N32°43'26"W a distance of 229.91 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of N59°42'28"W) to a point of a reverse curve, thence along the arc of a curve to the right having a radius of 60.00 feet a distance of 301.53 feet (a chord of 70.59

feet and a chord bearing of N57°16'34"E) to a point of a reverse curve, thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 23.55 feet (a chord of 22.69 feet and a chord bearing of S05°44'23"E), thence S32°43'26"E a distance of 229.91 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 155.00 feet a distance of 49.55 feet (a chord of 49.34 feet and a chord bearing of S41°52'56"E), thence S51°02'27"E a distance of 37.80 feet, thence S35°27'28"W a distance of 50.09 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Lucien C. Gassen Surveying Services, Louis J Gassen Jr, PLS dated June 4, 2018.

All of the streets dedicated herein are described on the Final Plat entitled "Ashton Plantation, Phase 2-A, in Sections 97 and 98, T13S, R20E, St. Charles Parish, Louisiana," which plan of subdivision is certified correct by Lucien C. Gassen Surveying Services, stamped by Louis J. Gassen, Jr., Registered Land Surveyor, dated June 4, 2018. On all matters of the description of the property on which the streets are located, the above referred to Final Plat shall be controlling.

Ashton further declared unto me, Notary, that on the aforesaid Final Plat and Drainage Plat, it has also designated and labeled various servitudes for water, utility and drainage purposes; and

Ashton further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, dedicate portions of the following streets located all within Phase 2-A of Ashton Plantation, namely: Ashton Plantation Blvd., Cove Glen Lane, Monarch Cove Lane, and Cove Pointe Drive, as hereinabove described and does hereby grant the various servitudes for water, utility and drainage purposes, all as shown on the annexed Final Plat and the Draining Plat, to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the parish of St. Charles, and to the public in general; and

Ashton further declared unto me, Notary, that the aforesaid dedication and grant are subject to all of the following terms and conditions, to wit:

1. The dedication of the fee ownership of the property covered by the streets identified hereinabove as Ashton Plantation Blvd., Cove Glen Lane, Monarch Cove Lane, and Cove Pointe Drive, only as far as said streets are located in Phase 2-A of Ashton Plantation.
2. The herein grant of the various servitudes for water, utility and

drainage purposes shall constitute the granting only of a "personal servitude of right of use" being a "limited personal servitude" in favor of St. Charles Parish. Ashton does hereby reserve all rights of fee ownership to that portion of the aforesaid Phase 2-A of Ashton Plantation Subdivision which comprises the various servitudes for water, utility and drainage purposes, and that portion of the various servitudes for water, utility and drainage purposes shown on the Drainage Plat.

3. Ashton does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the streets identified hereinabove and by the aforesaid water, utility and drainage servitudes granted herein. In that connection, Ashton does, however, agree to prohibit the use of any part of the surface of any of the property covered by the streets and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with Ashton's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Ashton Plantation, Phase 2-A, whereby, however, Ashton will likewise impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals, or by any other binding means of strict surface operations in regard to mineral exploration in this subdivision.
4. The herein dedication of streets and grant of servitudes for water, utility and drainage purposes are made by Ashton without any warranty whatsoever except as provided for herein.
5. St. Charles Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner

which would be inconsistent with or detrimental to such use as a public street. St. Charles Parish must further bind and obligate itself to use the water, utility and drainage servitudes granted herein only for water, utility and drainage purposes.

6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various water, utility and drainage facilities within the various water, utility and drainage servitudes areas.
7. The grant herein of various servitudes for water, utility and drainage purposes shall be used exclusively for those purposes and Ashton reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitudes for water, utility and drainage purposes. The herein granted water, utility and drainage servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in the Ashton Plantation Subdivision.
8. Ashton warrants that the herein dedication of streets and grant of servitudes are free of any liens and/or encumbrances and that no lots have been sold or alienated prior to the date hereof.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the "Ashton Plantation, Phase 2-A Subdivision", such as by way of illustration by not limitation pipeline servitudes and levees.
10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Ashton warrants that all utilities and streets have been placed



within the servitudes granted herein.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Larry Cochran, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on July 23, 2018, a certified copy of which is annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of all of the streets dedicated herein has been satisfactorily completed in accordance with all requirements and that all water, utility and drainage facilities have been likewise satisfactorily completed in accordance with all requirements and St. Charles Parish does hereby accept all of said streets, and water, utility and drainage facilities and assumes the maintenance thereof.

This Act of Dedication and Acceptance was approved and accepted by the St. Charles Parish Council by Ordinance 18-7-14 the 23rd day of July, 2018, a photo copy of which is attached and made part hereof.

THUS DONE AND PASSED, in triplicate originals, in my office 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 the whole.

ASHTON PLANTATION ESTATES, L.L.C.

By: Rathborne Properties, L.L.C., Its Manager

BY: Michael E. Jones  
Michael E. Jones, Vice-President

J.B. Levert Land Company, Its Manager

BY: Louis M. Andolsek  
Louis M. Andolsek, President

WITNESSES:

Donnette S. McElwain

Judith J. Dike

Gregory C. Lier  
Gregory C. Lier, Bar No 08868  
Notary Public

WITNESSES:

*[Signature]*  
*[Signature]*

ST. CHARLES PARISH

BY:

*[Signature]*  
Larry Cochran  
Parish President

*[Signature]*  
Notary Public

Robert L. Raymond

Print Name

Bar No.: 11408

CERTIFICATE FROM CERTIFYING OFFICIAL OF  
J. B. LEVERT LAND COMPANY, L.L.C.

**PAMELA TAPIE** who is a certifying official and Secretary of J. B. LEVERT LAND COMPANY, L.L.C. (the "Company"), a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Amended and Restated Operating Agreement of the Company that:

1. J. B. LEVERT LAND COMPANY, L.L.C. is a Manager of **ASHTON PLANTATION ESTATES, LLC** a Louisiana limited liability company (the "Company") and, in accordance with the Articles of Organization of the Company, is authorized to certify the authority of any person to take actions on behalf of the Company, including but not limited to the authority to take actions referred to in La. R.S. 12:1318 (B).
2. J. B. LEVERT LAND COMPANY, L.L.C., as a Manager of the Company, is authorized to (i) act on behalf of the Company in all matters in the ordinary course of its business, (ii) buy, acquire, sell, lease, convey, exchange, dispose of, make capital contributions, manage, lease or operate real or immovable property, personal or movable property, whether tangible, intangible, corporeal or incorporeal, including all property now owned or hereinafter acquired by, the Company, whether now or in the future, for such consideration as it, as a Manager, may deem appropriate, including for cash, credit, a combination of both or exchange of property rights, and (iii) execute any deeds, leases, covenants, restrictions, acts and documents in furtherance thereof, containing such terms and conditions as it, as a Manager of the Company, may deem necessary, proper and/or advisable.
3. The President, or any Vice President, acting in its capacity as a Manager of the Company, is authorized, empowered and directed to execute and deliver any documents incorporating or enacting the above described authorized acts with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make. Such officer's signature on any such documents will constitute conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers acting in its capacity as a Manager of the Company on its behalf and in its name, are, in all respects, hereby ratified, confirmed and adopted with such transactions to the extent they were done prior to this authorization are hereby given retroactive effect.

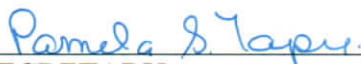
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C E R T I F I C A T E

As Secretary of J. B. LEVERT LAND COMPANY, L.L.C., I hereby certify that the foregoing is a true and correct copy of authorizations and resolutions duly and legally adopted in accordance with the Articles of Organization and the Amended and Restated Operating Agreement of J. B. LEVERT LAND COMPANY, L.L.C., and that said authorizations and resolutions have not been rescinded, modified or recalled, and are in full force and effect.

I further certify that **LOUIS M. ANDOLSEK, Jr.** is the President and Manager and **PAMELA TAPIE** is a Vice President and Secretary of this Company

WITNESS my signature on this 28<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
SECRETARY



**CERTIFICATE OF A CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF**

**RATHBORNE PROPERTIES, L.L.C.**

**GINGER T. BOUDREAUX**, who is a certifying official and Secretary of **RATHBORNE PROPERTIES, L.L.C.** (the "Company"), a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Operating Agreement of the Company that:

The President or any Vice President of this Company be and he is hereby authorized, on behalf of this Company, acting in his capacity as the Manager of the Company, to do any and all things deemed by him to be necessary or appropriate for the purpose of carrying out the business activities of the Company, including, without limitation, (i) to purchase, sell, exchange, lease or mortgage any immovable (real) or movable (personal) property on behalf of the Company or to authorize any person or entity to act on behalf of the Company to sell, exchange, lease, subdivide or apply for any zoning changes of any immovable property owned by the Company, and (ii) to execute any agreements by the Company with any person, firm or corporation to effect the formation, amendment and/or merger of the Company or any other partnership, corporation or limited liability company that this Company may be a member or shareholder, all upon such terms, conditions, stipulations and provisions as the officer executing same shall deem proper to incorporate.

**FURTHER RESOLVED**, that the President or any Vice President of this Company be and he hereby is authorized, empowered and directed to execute and deliver the above described document with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make, his signature on any documents constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers of this Company on its behalf and in its name are, in all respects, hereby ratified, confirmed and adopted, such transactions to the extent they were done prior to this authorization are given retroactive effect.

\* \* \* \* \*

**C E R T I F I C A T E**

As Secretary of **RATHBORNE PROPERTIES, L.L.C.**, I hereby certify that the foregoing is a true and correct copy of certificate of **RATHBORNE PROPERTIES, L.L.C.**, and that said certificate has not been rescinded, modified or recalled, and is in full force and effect.

I further certify that **GREGORY C. LIER** is the Executive Vice President and Manager and **MICHAEL E. JONES** is the Vice President and Manager of this Company.

WITNESS my signature on this 27<sup>th</sup> day of **June**, 2018

  
Ginger T. Boudreaux, Secretary





**CERTIFICATE OF A CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF  
RATHBORNE PROPERTIES, L.L.C. TO ACT FOR ASHTON PLANTATION ESTATES, LLC**

**GINGER T. BOUDREAUX**, who is a certifying official and Secretary of **RATHBORNE PROPERTIES, L.L.C.** ("RPLLC"), a Louisiana limited liability company, does hereby certify in accordance with the Articles of Organization and the Operating Agreement of RPLLC that:

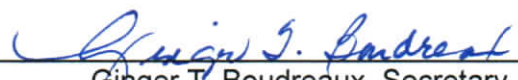
1. RPLLC is a Manager and a certifying official of **ASHTON PLANTATION ESTATES, LLC** a Louisiana limited liability company (the "Company") and, in accordance with the Articles of Organization of the Company, is authorized to certify the authority of any person to take actions on behalf of the Company, including but not limited to the authority to take actions referred to in La. R.S. 12:1318 (B).
2. RPLLC, as a Manager of the Company, is authorized to (i) act on behalf of the Company in all matters in the ordinary course of its business, (ii) buy, acquire, sell, lease, convey, exchange, dispose of, make capital contributions, manage, lease or operate real or immovable property, personal or movable property, whether tangible, intangible, corporeal or incorporeal, including all property now owned or hereinafter acquired by, the Company, whether now or in the future, for such consideration as RPLLC, as a Manager, may deem appropriate, including for cash, credit, a combination of both or exchange of property rights, and (iii) execute any deeds, leases, acts and documents in furtherance thereof, containing such terms and conditions as RPLLC, as a Manager of the Company, may deem necessary, proper and/or advisable.
3. The President, the Executive Vice President or any Vice President of RPLLC, acting in its capacity as a Manager of the Company, is authorized, empowered and directed to execute and deliver any documents incorporating or enacting the above described authorized acts with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he is hereby authorized to make. Such officer's signature on any such documents will constitute conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto and that any and all transactions by such officers of RPLLC, acting in its capacity as a Manager of the Company on its behalf and in its name, are, in all respects, hereby ratified, confirmed and adopted with such transactions to the extent they were done prior to this authorization are hereby given retroactive effect.

**CERTIFICATE**

As Secretary of **RATHBORNE PROPERTIES, L.L.C.**, I hereby certify that the foregoing is a true and correct copy of certificate of **RATHBORNE PROPERTIES, L.L.C.**, acting in its capacity as Manager of the Company, and that said certificate has not been rescinded, modified or recalled and is in full force and effect.

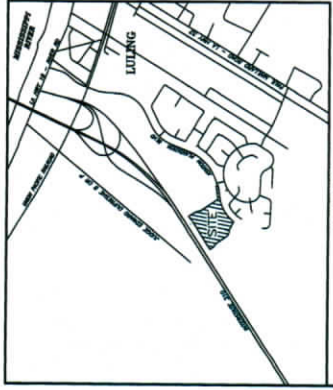
I further certify that **PHILIP DENORMANDIE** is the President, **GREGORY C. LIER** is the Executive Vice President and **MICHAEL E. JONES** is a Vice President of **RATHBORNE PROPERTIES, L.L.C.**

WITNESS my signature on this **27<sup>th</sup>** day of **June, 2018**.

  
\_\_\_\_\_  
Ginger T. Boudreaux, Secretary







18.884 ACRES	B-1A ZONING	CONCRETE ROAD SURFACING
8,213 SQ. FT.	41 LOTS 2 RESERVES	SEE NOTE
UNION LOT 51E	NUMBER OF LOTS	SEWERAGE SYSTEM
100, 80' & 50'	215'	SEE NOTE
STREET R/W WIDTH	LENGTH OF STREET	DRAINAGE SYSTEM

ST. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK STANDARDS, SUPERSEDE PRIVATE SUBORDINATION COVENANTS WHERE PARISH REGULATIONS ARE MORE RESTRICTIVE.

DRAINAGE: THE STORM DRAINAGE RUN-OFF WILL BE HANDLED VIA SUBSURFACE DRAINAGE SYSTEMS. THE DRAINAGE SYSTEMS WILL BE DESIGNED TO PREVENT FLOODING OF THE LOT AND TO PREVENT FLOODING OF THE ADJACENT CANAL VIA THE 80' ADJACENT PUMPING STATION.

THE SURVEYOR SHOWN ON THIS PLAN ARE LIMITED TO THE INFORMATION PROVIDED BY THE CLIENT AND THERE IS NO REPRESENTATION THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE CLIENT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE SURVEYOR.

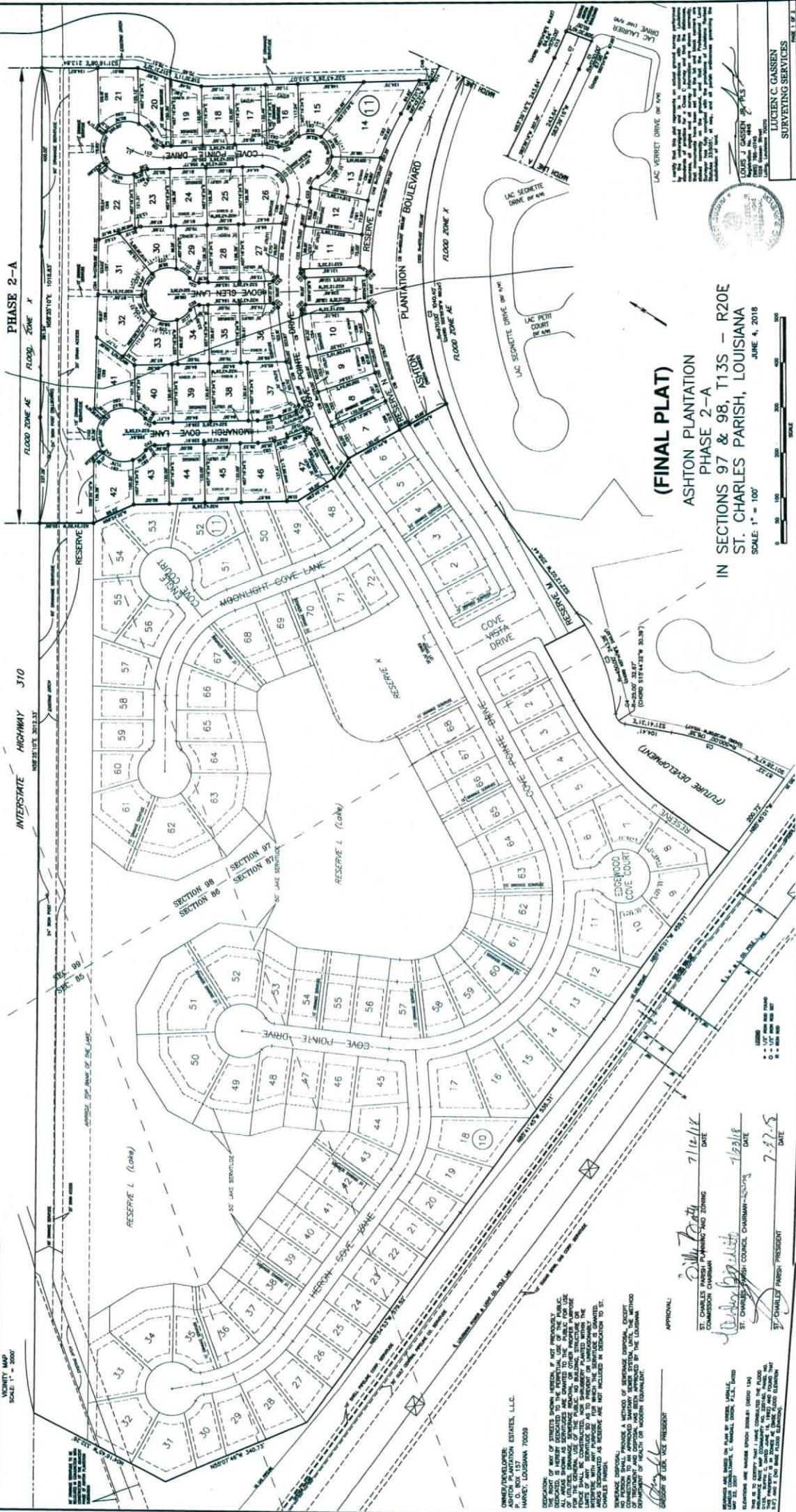
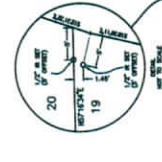
ALL MEASUREMENTS SHALL BE FROM THE BAL LINED TO THE EDGE OF THE LOT LINED TO THE DRAINAGE LANE, AS APPLICABLE.

RECORDS IN THE ST. CHARLES PARISH CLERK OF COURTS OFFICE

ON 3/16/18

AS ENTRY NO. 143425

IN MORTGAGE CONVEYANCE BOOK NO. 566 FOLD 142



**(FINAL PLAT)**  
ASHTON PLANTATION  
PHASE 2-A  
IN SECTIONS 97 & 98, T13S - R20E  
ST. CHARLES PARISH, LOUISIANA  
SCALE: 1" = 100'  
JUNE 4, 2018

APPROVAL:

ST. CHARLES PARISH PLANNING AND ZONING COMMISSION CHAIRMAN  
*[Signature]* 7/12/18 DATE

ST. CHARLES PARISH COUNCIL CHAIRMAN-LOUISIANA  
*[Signature]* 7/22/18 DATE

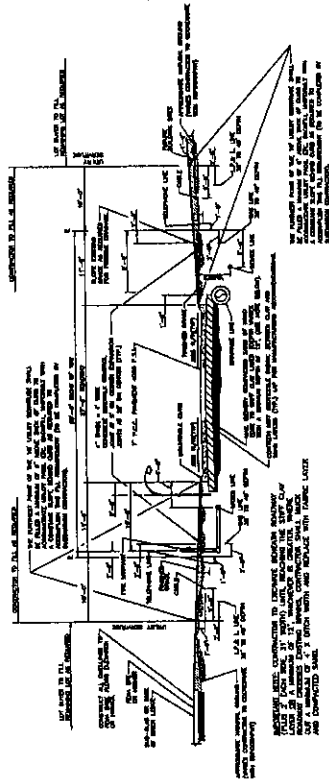
ST. CHARLES PARISH PRESIDENT  
*[Signature]* 7/22/18 DATE

OWNER/DEVELOPER:  
MARKET DEVELOPMENT, LLC  
P.O. BOX 137  
MARKET, LOUISIANA 70058

CONVEYANCE: THE RIGHT OF WAY OF SECTIONS 97 AND 98, T13S - R20E, ST. CHARLES PARISH, LOUISIANA, IS HEREBY CONVEYED TO THE PUBLIC. THE PUBLIC SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD. THE PUBLIC SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD. THE PUBLIC SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD.

STANDARD AND MEASURE OF THE ST. CHARLES PARISH, LOUISIANA, IS HEREBY CONVEYED TO THE PUBLIC. THE PUBLIC SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD. THE PUBLIC SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD. THE PUBLIC SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD.





TYPICAL ROADWAY SECTIONS BY  
DANNY J. HEBERT, P.E.  
CIVIL AND ENVIRONMENTAL CONSULTING ENGINEERS

CURVE NO.	ARC LENGTH FT/IN	CHORD LENGTH FT/IN	CHORD BEZEL FT/IN	CHORD PERCENTAGE
C1	12.00	12.00	12.00	100.00%
C2	24.00	24.00	24.00	100.00%
C3	36.00	36.00	36.00	100.00%
C4	48.00	48.00	48.00	100.00%
C5	60.00	60.00	60.00	100.00%
C6	72.00	72.00	72.00	100.00%
C7	84.00	84.00	84.00	100.00%
C8	96.00	96.00	96.00	100.00%
C9	108.00	108.00	108.00	100.00%
C10	120.00	120.00	120.00	100.00%
C11	132.00	132.00	132.00	100.00%
C12	144.00	144.00	144.00	100.00%
C13	156.00	156.00	156.00	100.00%
C14	168.00	168.00	168.00	100.00%
C15	180.00	180.00	180.00	100.00%
C16	192.00	192.00	192.00	100.00%
C17	204.00	204.00	204.00	100.00%
C18	216.00	216.00	216.00	100.00%
C19	228.00	228.00	228.00	100.00%
C20	240.00	240.00	240.00	100.00%
C21	252.00	252.00	252.00	100.00%
C22	264.00	264.00	264.00	100.00%
C23	276.00	276.00	276.00	100.00%
C24	288.00	288.00	288.00	100.00%
C25	300.00	300.00	300.00	100.00%
C26	312.00	312.00	312.00	100.00%
C27	324.00	324.00	324.00	100.00%
C28	336.00	336.00	336.00	100.00%
C29	348.00	348.00	348.00	100.00%
C30	360.00	360.00	360.00	100.00%
C31	372.00	372.00	372.00	100.00%
C32	384.00	384.00	384.00	100.00%
C33	396.00	396.00	396.00	100.00%
C34	408.00	408.00	408.00	100.00%
C35	420.00	420.00	420.00	100.00%
C36	432.00	432.00	432.00	100.00%
C37	444.00	444.00	444.00	100.00%
C38	456.00	456.00	456.00	100.00%
C39	468.00	468.00	468.00	100.00%
C40	480.00	480.00	480.00	100.00%
C41	492.00	492.00	492.00	100.00%
C42	504.00	504.00	504.00	100.00%
C43	516.00	516.00	516.00	100.00%
C44	528.00	528.00	528.00	100.00%
C45	540.00	540.00	540.00	100.00%
C46	552.00	552.00	552.00	100.00%
C47	564.00	564.00	564.00	100.00%
C48	576.00	576.00	576.00	100.00%
C49	588.00	588.00	588.00	100.00%
C50	600.00	600.00	600.00	100.00%
C51	612.00	612.00	612.00	100.00%
C52	624.00	624.00	624.00	100.00%
C53	636.00	636.00	636.00	100.00%
C54	648.00	648.00	648.00	100.00%
C55	660.00	660.00	660.00	100.00%
C56	672.00	672.00	672.00	100.00%
C57	684.00	684.00	684.00	100.00%
C58	696.00	696.00	696.00	100.00%
C59	708.00	708.00	708.00	100.00%
C60	720.00	720.00	720.00	100.00%
C61	732.00	732.00	732.00	100.00%
C62	744.00	744.00	744.00	100.00%
C63	756.00	756.00	756.00	100.00%
C64	768.00	768.00	768.00	100.00%

[illegible][illegible]

CURVE TABLE			
CURVE NO.	MC	CHORD	CHORD LENGTH
001	20.44	100.00	100.0000
002	20.44	100.00	100.0000
003	20.44	100.00	100.0000
004	16.58	100.00	100.0000
005	16.58	80.00	80.0000
006	16.58	80.00	80.0000
007	16.58	80.00	80.0000
008	16.58	80.00	80.0000
009	16.58	80.00	80.0000
010	16.58	80.00	80.0000
011	16.58	80.00	80.0000
012	16.58	80.00	80.0000
013	16.58	80.00	80.0000
014	16.58	80.00	80.0000
015	16.58	80.00	80.0000
016	16.58	80.00	80.0000
017	16.58	80.00	80.0000
018	16.58	80.00	80.0000
019	16.58	80.00	80.0000
020	16.58	80.00	80.0000
021	16.58	80.00	80.0000
022	16.58	80.00	80.0000
023	16.58	80.00	80.0000
024	16.58	80.00	80.0000
025	16.58	80.00	80.0000
026	16.58	80.00	80.0000
027	16.58	80.00	80.0000
028	16.58	80.00	80.0000
029	16.58	80.00	80.0000
030	16.58	80.00	80.0000
031	16.58	80.00	80.0000
032	16.58	80.00	80.0000
033	16.58	80.00	80.0000
034	16.58	80.00	80.0000
035	16.58	80.00	80.0000
036	16.58	80.00	80.0000
037	16.58	80.00	80.0000
038	16.58	80.00	80.0000
039	16.58	80.00	80.0000
040	16.58	80.00	80.0000
041	16.58	80.00	80.0000
042	16.58	80.00	80.0000
043	16.58	80.00	80.0000
044	16.58	80.00	80.0000
045	16.58	80.00	80.0000
046	16.58	80.00	80.0000
047	16.58	80.00	80.0000
048	16.58	80.00	80.0000
049	16.58	80.00	80.0000
050	16.58	80.00	80.0000
051	16.58	80.00	80.0000
052	16.58	80.00	80.0000
053	16.58	80.00	80.0000
054	16.58	80.00	80.0000
055	16.58	80.00	80.0000
056	16.58	80.00	80.0000
057	16.58	80.00	80.0000
058	16.58	80.00	80.0000
059	16.58	80.00	80.0000
060	16.58	80.00	80.0000
061	16.58	80.00	80.0000
062	16.58	80.00	80.0000
063	16.58	80.00	80.0000
064	16.58	80.00	80.0000
065	16.58	80.00	80.0000
066	16.58	80.00	80.0000
067	16.58	80.00	80.0000
068	16.58	80.00	80.0000
069	16.58	80.00	80.0000
070	16.58	80.00	80.0000
071	16.58	80.00	80.0000
072	16.58	80.00	80.0000
073	16.58	80.00	80.0000
074	16.58	80.00	80.0000
075	16.58	80.00	80.0000
076	16.58	80.00	80.0000
077	16.58	80.00	80.0000
078	16.58	80.00	80.0000
079	16.58	80.00	80.0000
080	16.58	80.00	80.0000
081	16.58	80.00	80.0000
082	16.58	80.00	80.0000
083	16.58	80.00	80.0000
084	16.58	80.00	80.0000
085	16.58	80.00	80.0000
086	16.58	80.00	80.0000
087	16.58	80.00	80.0000
088	16.58	80.00	80.0000
089	16.58	80.00	80.0000
090	16.58	80.00	80.0000
091	16.58	80.00	80.0000
092	16.58	80.00	80.0000
093	16.58	80.00	80.0000
094	16.58	80.00	80.0000
095	16.58	80.00	80.0000
096	16.58	80.00	80.0000
097	16.58	80.00	80.0000
098	16.58	80.00	80.0000
099	16.58	80.00	80.0000
100	16.58	80.00	80.0000

Case #	Age	Sex	Location	Client	YrBlt	Room	Room	Accessories
001	24	M	34	34	34	34	34	34
002	25	F	35	35	35	35	35	35
003	26	M	36	36	36	36	36	36
004	27	F	37	37	37	37	37	37
005	28	M	38	38	38	38	38	38
006	29	F	39	39	39	39	39	39
007	30	M	40	40	40	40	40	40
008	31	F	41	41	41	41	41	41
009	32	M	42	42	42	42	42	42
010	33	F	43	43	43	43	43	43
011	34	M	44	44	44	44	44	44
012	35	F	45	45	45	45	45	45
013	36	M	46	46	46	46	46	46
014	37	F	47	47	47	47	47	47
015	38	M	48	48	48	48	48	48
016	39	F	49	49	49	49	49	49
017	40	M	50	50	50	50	50	50
018	41	F	51	51	51	51	51	51
019	42	M	52	52	52	52	52	52
020	43	F	53	53	53	53	53	53
021	44	M	54	54	54	54	54	54
022	45	F	55	55	55	55	55	55
023	46	M	56	56	56	56	56	56
024	47	F	57	57	57	57	57	57
025	48	M	58	58	58	58	58	58
026	49	F	59	59	59	59	59	59
027	50	M	60	60	60	60	60	60
028	51	F	61	61	61	61	61	61
029	52	M	62	62	62	62	62	62
030	53	F	63	63	63	63	63	63
031	54	M	64	64	64	64	64	64
032	55	F	65	65	65	65	65	65
033	56	M	66	66	66	66	66	66
034	57	F	67	67	67	67	67	67
035	58	M	68	68	68	68	68	68
036	59	F	69	69	69	69	69	69
037	60	M	70	70	70	70	70	70
038	61	F	71	71	71	71	71	71
039	62	M	72	72	72	72	72	72
040	63	F	73	73	73	73	73	73
041	64	M	74	74	74	74	74	74
042	65	F	75	75	75	75	75	75
043	66	M	76	76	76	76	76	76
044	67	F	77	77	77	77	77	77
045	68	M	78	78	78	78	78	78
046	69	F	79	79	79	79	79	79
047	70	M	80	80	80	80	80	80
048	71	F	81	81	81	81	81	81
049	72	M	82	82	82	82	82	82
050	73	F	83	83	83	83	83	83
051	74	M	84	84	84	84	84	84
052	75	F	85	85	85	85	85	85
053	76	M	86	86	86	86	86	86
054	77	F	87	87	87	87	87	87
055	78	M	88	88	88	88	88	88
056	79	F	89	89	89	89	89	89
057	80	M	90	90	90	90	90	90
058	81	F	91	91	91	91	91	91
059	82	M	92	92	92	92	92	92
060	83	F	93	93	93	93	93	93
061	84	M	94	94	94	94	94	94
062	85	F	95	95	95	95	95	95
063	86	M	96	96	96	96	96	96
064	87	F	97	97	97	97	97	97
065	88	M	98	98	98	98	98	98
066	89	F	99	99	99	99	99	99
067	90	M	100	100	100	100	100	100

CURVE TABLE				
STATION	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CHORD BEARING
1102	97.36	98.88	79.88	80.12

NOTE: CURVE OF 100' DIAMETER

LINK TABLE				
LINK NO.	DIRECTION	DISTANCE	BEARING	BEARING
1	N 89° 45' 00" E	100.00	89° 45' 00"	89° 45' 00"
2	S 89° 45' 00" E	100.00	89° 45' 00"	89° 45' 00"

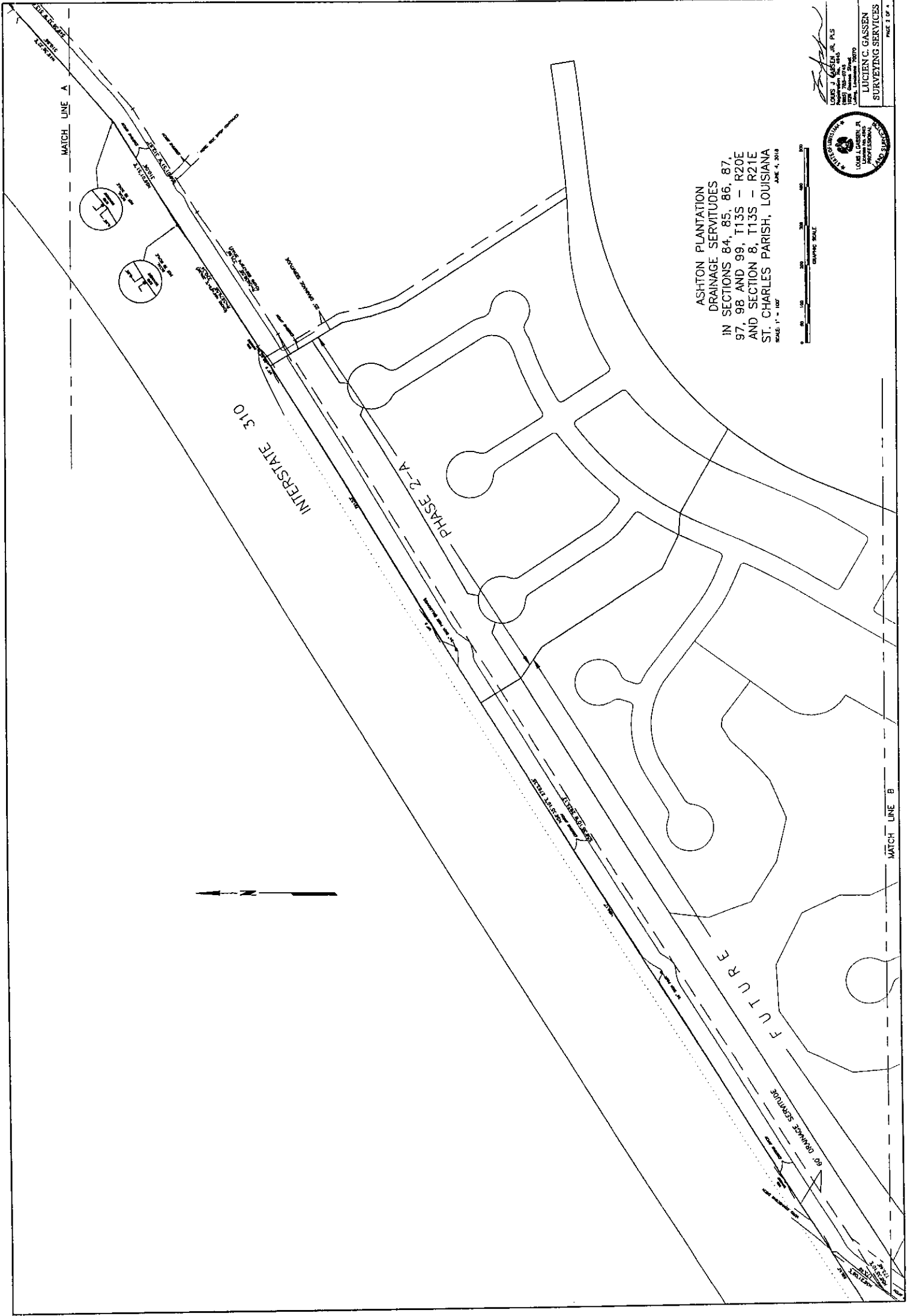
AREA TABLE	
PERIMETER	AREA
6	14,181.17 SBL. FT. OR 0.325 ACRES
4057.89' W. N.	9,379.48 SBL. FT. OR 0.204 ACRES

AREA TABLE	
LIST NO.	AREA
1	0.979484800000 FT.
2	14.081173500000 FT.
3	16.136144300000 FT.
4	0.808825400000 FT.
5	0.808825400000 FT.
6	12.328497000000 FT.
7	11.202727350000 FT.
8	16.043814800000 FT.
9	16.043814800000 FT.
10	22.304497000000 FT.
11	11.046248600000 FT.
12	0.403234400000 FT.
13	0.979484800000 FT.
14	0.979484800000 FT.
15	0.901117300000 FT.
16	16.043814800000 FT.
17	11.202727350000 FT.
18	11.202727350000 FT.
19	16.043814800000 FT.
20	16.043814800000 FT.
21	11.202727350000 FT.
22	11.202727350000 FT.
23	16.043814800000 FT.
24	16.043814800000 FT.

AREA TABLE		AREA	
LINE NO.	NO.	AREA	AREA
1	20	10,300.00	96.77
2	21	11,000.00	96.77
3	22	11,000.00	96.77
4	23	11,000.00	96.77
5	24	10,800.00	96.77
6	25	11,100.00	96.77
7	26	10,800.00	96.77
8	27	10,800.00	96.77
9	28	10,800.00	96.77
10	29	10,800.00	96.77
11	30	10,800.00	96.77
12	31	10,800.00	96.77
13	32	10,800.00	96.77
14	33	10,800.00	96.77
15	34	10,800.00	96.77
16	35	10,800.00	96.77
17	36	10,800.00	96.77
18	37	10,800.00	96.77
19	38	10,800.00	96.77
20	39	10,800.00	96.77
21	40	10,800.00	96.77
22	41	10,800.00	96.77
23	42	10,800.00	96.77
24	43	10,800.00	96.77
25	44	10,800.00	96.77

AREA TABLE	
USE NO.	AREA
45	10,000.00 SQ. FT.
46	11,000.00 SQ. FT.
47	12,000.00 SQ. FT.



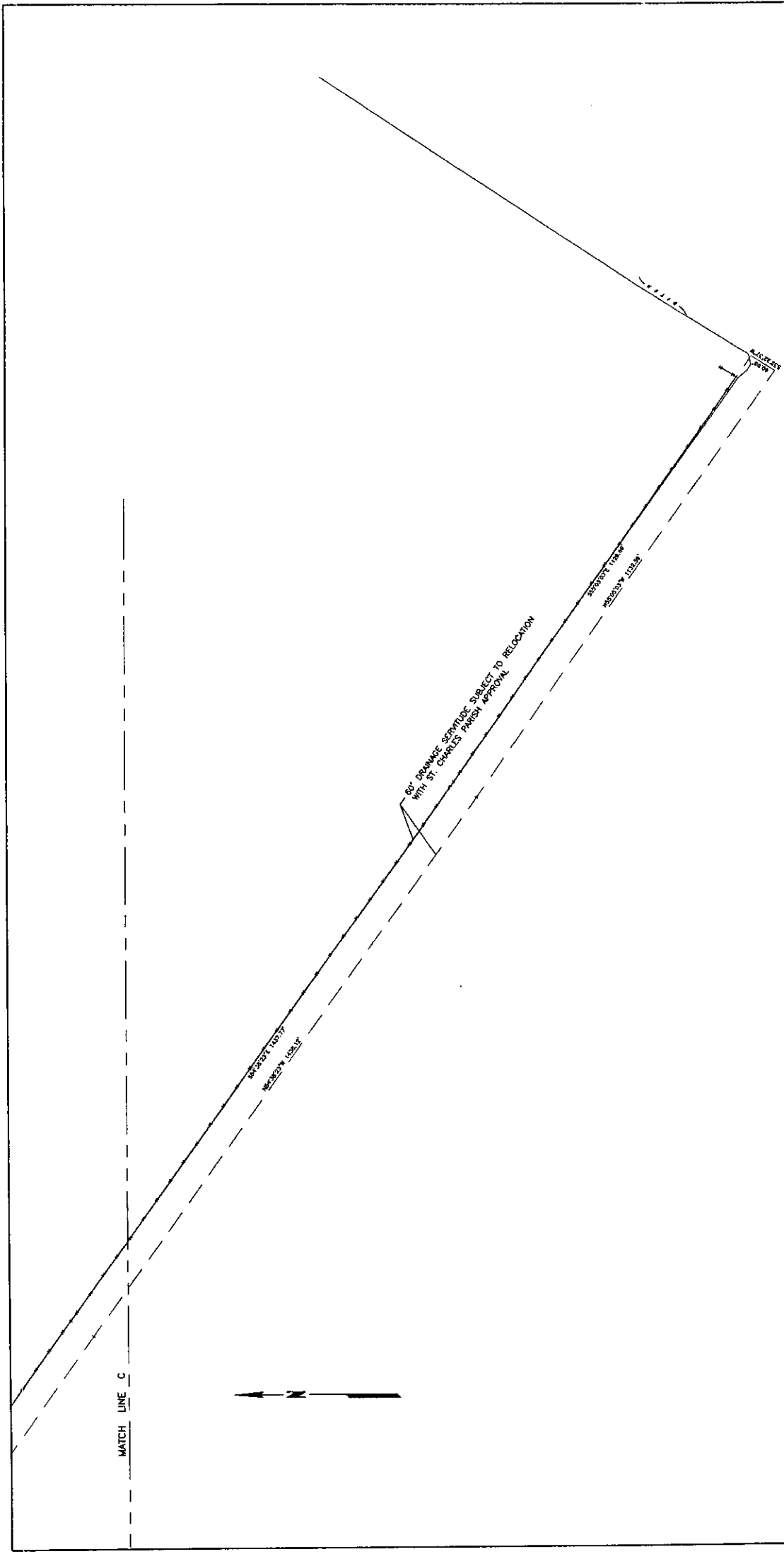


ASHTON PLANTATION  
DRAINAGE SERVITUDES  
IN SECTIONS 84, 85, 86, 87,  
97, 98 AND 99, T13S - R20E  
AND SECTION 8, T13S - R21E  
ST. CHARLES PARISH, LOUISIANA  
SCALE 1" = 100'



LOUIS J. GASSEN, JR., P.E.  
Professional Engineer  
1000 Lakeshore Drive  
Lafayette, Louisiana 70503  
LUCIEN C. GASSEN  
SURVEYING SERVICES  
PAGE 2 OF 4





ASHTON PLANTATION  
DRAINAGE SERVITUDES  
IN SECTIONS 84, 85, 86, 87,  
97, 98 AND 99, T13S - R20E  
AND SECTION 8, T13S - R21E  
ST. CHARLES PARISH, LOUISIANA  
SCALE 1" = 100'  
JUNE 4, 2018



LOUIS J. GASSEN, JR., PLS.  
PROFESSIONAL SURVEYOR  
No. 107, Exp. 12/31/2020  
LUCIEN C. GASSEN  
SURVEYING SERVICES  
PAGE 1 OF 4