

ORD.

**2005-0065**

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. 05-3-9**

An ordinance approving and authorizing the execution of an Act of Dedication for Magnolia Manor, Phase 1-B Subdivision, near Boutte, St. Charles Parish, LA.

**WHEREAS,** Ridgeland Properties, LLC are the owners and developers of property located in Section 119 T13S R20E and Section 1 T14S R20E, near Boutte, St. Charles Parish, LA and indicated on a Final Plat prepared by Michael D. Bernard, P.L.S., and dated 11/13/04 as a Resubdivision of a Portion of Ellington Plantation, and Lots 87B thru 116B, and 94A of the "Extension of Subdivision of Portion of Ellington Plantation along Magnolia Ridge Road" for A.D. Danziger by E.M. Collier into Lots 18-38 and Parcel "A."; and,

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

**WHEREAS,** all required administrative reviews and approvals have been effected relative to said subdivision.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the attached Act of Dedication for Ridgeland Properties, LLC for Magnolia Manor, Phase 1-B, which includes Lots 18-38 and parcel "A," and the dedication of Magnolia Manor Boulevard is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute the attached 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:** MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS, BLACK, DUHE, MINICH

**NAYS:** NONE

**ABSENT:** NONE

And the ordinance was declared adopted this 21st day of March, 2005, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: March 22, 2005  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Albert D. Laque  
RETD/SECRETARY: March 22, 2005  
AT: 3:03 pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON April 1, 2005  
AS ENTRY NO. 306023  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 649 FOLIO 176

AMENDED  
By: Ord. 05-5-8  
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\_\_\_\_\_  
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**ACT OF DEDICATION**

**UNITED STATES OF AMERICA**

**BY: RIDGELAND PROPERTIES, L.L.C.**

**STATE OF LOUISIANA**

**TO: ST. CHARLES PARISH**

**PARISH OF ST. CHARLES**

BE IT KNOWN, that on this 29<sup>th</sup> day of March, in the year of Our Lord Two Thousand and Five (2005),

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED;

**RIDGELAND PROPERTIES, L.L.C.**, (hereinafter referred to as "Ridgeland") a Louisiana Limited Liability Company, whose mailing address is P.O. Box 518, Metairie, Louisiana 70004, being represented herein by and through William J. Hooper, by Authorization of the Managers of Ridgeland Properties, L.L.C. recorded at COB 640, Folio 292; (hereinafter sometimes referred to as "RIDGELAND");

RIDGELAND declared unto me, Notary, that it is the owner of a certain tract of immovable property situated on the West Bank of St. Charles Parish, which land is designated as "MAGNOLIA MANOR SUBDIVISION PHASE 1-B" being a resubdivision of a portion of Ellington Plantation and Lots 87B thru 116B, and 94A of the "Extension of Subdivision of Portion of Ellington Plantation Along Magnolia Ridge Road" for A. D. Danziger by E. M. Collier, situated in Section 119 Township 13 South, Range 20 East and Section 1 Township 14 South, Range 20 East into Lots 18 thru 38 and Parcel "A", near Boutte, St. Charles Parish, Louisiana, as shown on the Final Plat of Magnolia Manor Subdivision Phase 1-B prepared by Michael D. Bernard, P.L.S., dated November 13, 2004 (hereinafter the "Final Plat"), a copy of which is attached to and made part of this Act of Dedication; and

RIDGELAND further declared unto me that it has caused a portion of the above property designated as "Magnolia Manor Subdivision Phase 1-B" on the Final Plat referred to above to be laid out into lots in order to create the Magnolia Manor Subdivision Phase 1-B; and

RIDGELAND further declared unto me, Notary, that on the aforesaid Final Plat it has laid out a certain street within Magnolia Manor Subdivision Phase 1-B which is named and identified as Magnolia Manor Boulevard, which street in regard to this dedication is more fully described in

Exhibit "A" attached hereto and made a part hereof. On all matters of the description of the property on which the street above named is located, the attached Final Plat shall be controlling.

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

RIDGELAND further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, dedicate Magnolia Manor Boulevard located within Magnolia Manor Subdivision Phase 1-B, as hereinabove described and does hereby grant and dedicate the various servitudes for utility, sewer and drainage purposes, all as shown on the annexed Final 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

RIDGELAND 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 street identified hereinabove as Magnolia Manor Boulevard, only as far as said street is located in Magnolia Manor Subdivision Phase 1-B.
2. The herein grant of the various servitudes for utility, sewer 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. RIDGELAND does hereby reserve all rights of fee ownership to that portion of the aforesaid Magnolia Manor Subdivision Phase 1-B, which comprises the various servitudes for utility, sewer and drainage purposes.
3. RIDGELAND 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 street identified hereinabove and by the aforesaid utility, sewer and drainage servitudes granted herein. In that connection, RIDGELAND does, however, agree to prohibit the use of any part of the surface of any of the property covered by the street and servitudes with respect to the exploration, development

or production of minerals pursuant to this reservation. This reservation is made in accordance with RIDGELAND's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Magnolia Manor Subdivision Phase 1-B, whereby, however, RIDGELAND 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 the street and the dedication and grant of servitudes for utility, sewer and drainage purposes are made by RIDGELAND 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 that 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 utility, sewer and drainage servitudes granted herein only for utility, sewer and drainage purposes.
6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the street dedicated herein and maintaining the various utility, sewer and drainage facilities within the various utility, sewer and drainage servitudes areas.
7. The grant herein of various servitudes for utility, sewer and drainage purposes shall be used exclusively for those purposes and RIDGELAND reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitudes for utility, sewer and drainage purposes. The herein granted utility, sewer and drainage servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress to

- any of the lots in the Magnolia Manor Subdivision Phase 1-B.
8. RIDGELAND warrants that the herein dedication of street 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 Magnolia Manor Subdivision Phase 1-B, such as by way of illustration but not limitation the 100.00' utility servitude in favor of Louisiana Power & Light.
  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. RIDGELAND warrants that the street and all utilities, sewer and drainage installments and facilities have been placed within the boundaries described in Exhibit A and the servitude(s) granted herein.

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

ST. CHARLES PARISH, herein appearing by and through Albert Laque, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on March 21, 2005, 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 the street dedicated herein has been satisfactorily completed in accordance with all requirements and that all utility, sewer and drainage facilities have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept all of said street and utility, sewer and drainage installments and facilities and assumes the maintenance thereof.

This Act of Dedication and Acceptance was approved and accepted by the St. Charles Parish Council by Ordinance 05-39 the 21st day of March, 2005, a photo copy of which is attached and made part hereof.

THUS DONE AND PASSED, in triplicate originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, 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.

WITNESSES:

RIDGELAND PROPERTIES, L.L.C.

Gayle Scheymphe  
Melissa Harris

BY: William J. Hooper  
WILLIAM J. HOOPER

Paul S. Rutter  
NOTARY PUBLIC

THUS DONE AND PASSED, in triplicate originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles 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.

WITNESSES:

ST. CHARLES PARISH

Timothy J. Vial

BY: Albert Laque  
Albert Laque,  
Parish President

Valerie Berthelot

Paul S. Rutter  
Notary Public

## EXHIBIT A

Commencing at the northwest most corner of the intersection of Magnolia Road (La 633) and Maple St. at a point that is the projection of the westernmost edge of the right of way line of Magnolia Ridge Road (La633) heading south from US 90, and the northwesternmost line of the same Magnolia Ridge Road (La 633) after it turns at Maple St. and heads Southwesterly, thence S 43°118'00"W along the now northwestern edge of Magnolia Ridge Road (La 633) a distance of 436.11' to a point on the eastern edge of Magnolia Manor Blvd., and thus the Point of Beginning, thence continue S43°118'00"W along the now northwestern edge of Magnolia Ridge Road (La 633) a distance of 89.00' to a point on the western edge of Magnolia Manor Blvd. thence along the westernmost edge of Magnolia Manor Blvd. N 46° 42' 00" W a distance of 65.44', to a point of curvature, thence along said line of curvature with radius 88.00' to the right, a distance of 44.47', with chord bearing N32°13'21"W a chord distance of 44.00' to a point of reverse curvature, thence along a line of curvature with radius 64.00' to the left, a distance of 33.20', with chord bearing N31°50'16"W and chord distance of 32.83' to a point of tangency, thence N 46° 42' 00" W a distance of 122.20' to a point of curvature, thence along a line of curvature with radius 174.83' to the right a distance of 109.93' and chord bearing of N28°41'13"W and chord distance of 108.13' to a point, thence N10°40'26"W a distance of 586.42' to a point that is the beginning of a temporary 60' cul-de-sac, thence S79°19'34"W a distance of 123.07' to a point, thence crossing Magnolia Manor Blvd. N07°38'22"E a distance of 135.26' to a point, thence N85°52'00"E a distance of 78.29' to a point of curvature, thence along a line of curvature with radius 60.00' to the right a distance of 87.44' with chord bearing S52°22'04"E a distance of 79.91 to a point of tangency, thence S10°40'26"E a distance of 646.25' to a point of curvature, thence along a line of curvature with radius 125.17' to the left a distance of 78.70' with chord bearing S28°41'13"E and chord distance 77.41' to a point of tangency, thence S46°42'00"E a distance of 122.09' to a point of curvature, thence along a line of curvature with radius 64.00' to the left a distance of 33.20' to a point of reverse curvature, thence along a line of curvature with radius 88.00' to the right a distance of 44.63' to a point of tangency, thence S46°42'00"E a distance of 65.44' to a point, and thus the Point of Beginning, all containing 68,429 sq. ft.(1.57 Acres), more or less, as more fully shown a survey entitled "Magnolia Manor Subdivision Phase 1-B FINAL PLAT" by Michael D. Bernard, P.L.S. dated 11/13/2004, revised 2/10/2005.