

2023-0288

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. 23-11-7

An ordinance approving and authorizing the execution of an Act of Dedication for Heather Oaks, Phase 2, Luling.

WHEREAS, Heather Oaks, L.L.C. is the owner and developer of property located in Section 45, T13S – R21E and Section 39, T14S – R21E, Luling as indicated on a Final Plat prepared by Louis J. Gassen, Jr, PLS dated January 20, 2023 entitled FINAL PLAT HEATHER OAKS PHASE 2; and,

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

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Dedication by Heather Oaks, L.L.C. for Heather Oaks, Phase 2 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 6th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Bell
SECRETARY: Michelle DiPasquale
DLVD/PARISH PRESIDENT: November 7, 2023
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: November 8, 2023
AT: 8:42 am RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 11/20/23
AS INSTRUMENT NO. 478517
IN MORTGAGE CONVEYANCE / OATH BOOK

ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: HEATHER OAKS, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 21st day of September, in the year of Our Lord Two Thousand and Twenty-Three,

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:

HEATHER OAKS, 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 Lafayette, within said State, herein appearing by and through, its Manager, Timothy J. Bradley, duly authorized by Certificate of Authority attached hereto (Hereinafter sometimes referred to as "Developer");

MAILING ADDRESS: 104 S. Jefferson Street
Broussard, Louisiana 70518

Who after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated in Section 45, T13S-R21E and Section 39, T14S-R21E, in St. Charles Parish, Louisiana, which lands are designated as Heather Oaks, Phase 2, as shown on a survey of said subdivision prepared by Gassen Surveying, LLC, dated January 20, 2023, signed by Louis J. Gassen, Jr., Registered Land Surveyor, (hereinafter referred to as the "Final Plat"), a copy of which is attached to and made part of this Act; and

Developer further declared unto me that it has caused the above property designated as Heather Oaks Phase 2 on the Final Plat referred to above to be laid out in lots on the plan of survey and/or re-subdivision referred to above, a copy of which is attached and made part hereof; and Developer further declared unto me, Notary, that on the Final Plat, it has laid out certain streets within the Heather Oaks Phase 2 which are named and identified in accordance with the annexed Final Plat as Lake Scott Drive, Olivia Drive, and Gus Street, and within which said streets, the water, sewer, drainage and street light infrastructure lies and all of which improvements are herein dedicated to St. Charles Parish. Also, by this Act, Developer does hereby create the streets and servitudes identified below as being a part of Heather Oaks Phase 2, the description of which streets and servitudes are as follows:

DESCRIPTION
HEATHER OAKS
PHASE 2
STREET RIGHT OF WAY

A certain portion of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, located in Section 45, Township 13 South, Range 21 East and Section 39, Township 14 South, Range 21 East, being a Right of Way to be dedicated to St. Charles Parish, and more particularly described as follows:

Commence from Heather Oaks Phase 1 Point of Beginning, proceed S73°13'07"E a distance of 285.40 feet to the beginning of Heather Oaks Phase 2, thence continue S73°13'07"E a distance of 112.56 feet to the POB3 (Streets), being the northwesterly corner of Olivia Drive and the southerly right of way of East Heather Drive, proceed S73°13'07"E along said southerly right of way of East Heather Drive a distance of 50.02 feet, thence S14°58'43"W along the easterly right of way of Olivia Drive a distance of 3452.23 feet, thence N75°01'17"W a distance of 50.00 feet, thence N14°58'43"E along the westerly right of way of Olivia Drive a distance of 1280.00 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 39.27 feet (a chord of 35.36 feet and a chord bearing of N30°01'17"W) to the southerly right of way of Lake Scott Drive, thence N75°01'17"W along said right of way a distance of 87.50 feet, thence N14°58'43"E a distance of 50.00 feet to the northerly right of way of Lake Scott Drive, thence S75°01'17"E along said right of way a distance of 87.50 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 39.27 feet (a chord of 35.36 feet and a chord bearing of N59°58'43"E) to the westerly right of way of Olivia Drive, thence N14°58'43"E along said right of way a distance of 1075.00 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 39.27 feet (a chord of 35.36 feet and a chord bearing of N30°01'17"W) to the southerly right of way of Gus Street, thence N75°01'17"W along said right of way a distance of 87.50 feet, thence N14°58'43"E a distance of 50.00 feet to the northerly right of way of Gus Street, thence S75°01'17"E along said right of way a distance of 87.50 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 39.27 feet (a chord of 35.36 feet and a chord bearing of N59°58'43"E) to the westerly right of way of Olivia Drive, thence N14°58'43"E along said right of way a distance of 898.80 feet to the POB3 (Streets).

As more fully shown on a plan by Gassen Surveying, LLC, Louis J Gassen Jr, PLS dated January 20, 2023.

and,

HEATHER OAKS
PHASE 2
DRAINAGE SERVITUDES
(IN FAVOR OF ST. CHARLES PARISH)

Certain portions of ground situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, located in Section 45, Township 13 South, Range 21 East and Section 39, Township 14 South, Range 21 East within Heather Oaks Phase 2, being 15 foot Drainage Servitudes.

Descriptions:

1.

A 15 foot drainage servitude in Heather Oaks Phase 2, is hereby dedicated to St. Charles Parish and described as follows: Along the common boundary of Lots 89 and 90 Heather Oaks Phase 2, being a 5 foot servitude within Lot 89 along the total length of the boundary with Lot 90 and a 10 foot servitude within Lot 90 along the total length of the boundary with Lot 89, Heather Oaks Phase 2, as more fully shown on a plan by Gassen Surveying, LLC, Louis J Gassen Jr, PLS dated January 20, 2023.

2.

A 15 foot drainage servitude in Heather Oaks Phase 2, is hereby dedicated to St. Charles Parish and described as follows: Along the common boundary of Lots 99 and 100 Heather Oaks Phase

2, being a 5 foot servitude within Lot 99 along the total length of the boundary with Lot 100 and a 10 foot servitude within Lot 100 along the total length of the boundary with Lot 99, Heather Oaks Phase 2, as more fully shown on a plan by Gassen Surveying, LLC, Louis J Gassen Jr, PLS dated January 20, 2023.

3.

A 15 foot drainage servitude in Heather Oaks Phase 2, is hereby dedicated to St. Charles Parish and described as follows: Along the common boundary of Lots 115 and 116 Heather Oaks Phase 2, being a 5 foot servitude within Lot 115 along the total length of the boundary with Lot 116 and a 10 foot servitude within Lot 116 along the total length of the boundary with Lot 115, Heather Oaks Phase 2, as more fully shown on a plan by Gassen Surveying, LLC, Louis J Gassen Jr, PLS dated January 20, 2023.

Developer further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish portions of the following streets to the extent that they are located within Heather Oaks, Phase 2, namely: Lake Scott Drive, Olivia Drive, and Gus Street as hereinabove described and within which streets the water, sewer, drainage and street light infrastructure lies and all of which improvements as hereinabove described and, all as shown on the annexed Final Plat by Gassen Surveying, dated January 20, 2023, signed by Louis J. Gassen, Jr., Registered Land Surveyor, and does hereby grant the various servitudes for water, sewer, utility 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 Developer 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 as those portions of Lake Scott Drive, Gus Street, and Olivia Drive only as far as said streets are located in Phase 2 of Heather Oaks and as shown on the Final Plat by Gassen Surveying, LLC, dated January 20, 2023.
2. Developer 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, sewer, utility and drainage servitudes granted herein. In that connection, Developer 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 the Developer's plan and intention to impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals.
3. The herein grant of the various servitudes for water, sewer, 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.
4. The herein dedication of streets and grant of servitudes for water, sewer utility and drainage purposes are made by Developer without any warranty whatsoever except as provided for herein.

5. Developer warrants that the various servitudes for water, sewer utility and drainage purposes and streets have been placed within the servitudes granted herein.
6. St. Charles Parish binds and obligates itself not to use the property dedicated herein for street purposes in any manner which is inconsistent with or detrimental to such use as a public street. St. Charles Parish further binds and obligates itself to use the water, sewer, utility and drainage servitudes granted herein only for water, utility and drainage purposes.
7. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various water, sewer, utility and drainage facilities within the various water, utility and drainage servitudes areas.
8. The grant herein of various servitudes for water, sewer, utility and drainage purposes is not exclusive and Developer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The herein granted water, sewer, 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 Heather Oaks Phase 2.
9. The dedication and grant made herein are made subject to any existing servitudes affecting Heather Oaks Phase 2, 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. Developer 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.

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

ST. CHARLES PARISH, herein appearing by and through Matthew Jewell, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on _____, 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 streets dedicated herein has been satisfactorily completed in accordance with all requirements and that all water, sewer, utility and drainage facilities in Heather Oaks Phase 2 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.

THUS DONE AND PASSED, in triplicate originals, in my office on the 21st day of September, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading the whole.

WITNESSES:

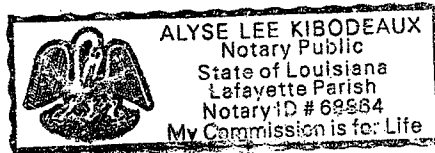
HEATHER OAKS, LLC

Brandi Sons
Print Name: Brandi Sons

Timothy J. Bradley
By: Timothy J. Bradley, Manager

CLIFTON P. GUILLOT
Print Name: CLIFTON P. GUILLOT

Alyse Lee Kibodeaux
Notary Public



THUS DONE AND PASSED, in triplicate originals, in my office on the ___ day of _____, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

ST. CHARLES PARISH

Print Name: _____

By: Matthew Jewell,
Parish President

Print Name: _____

Notary Public

CERTIFICATE

BY: HEATHER OAKS, L.L.C.

TO: WHOM IT MAY CONCERN

BE IT KNOWN, that on the day and date set forth herein below, Timothy J. Bradley and Clifton D. Guidry, Managers of HEATHER OAKS, L.L.C (the "Limited Liability Company"), a Louisiana Limited Liability Companies authorized to do and doing business in the State of Louisiana with its principal place of business and domicile in Lafayette Parish, Louisiana, do hereby certify as follows:

(1) That Camellia Building, LLC and Guidry Land Development, LLC are the sole members of the Limited Liability Company and Timothy J. Bradley and Clifton D. Guidry, respectively, are the managers of said Camellia Building, LLC and Guidry Land Development, LLC, respectively;

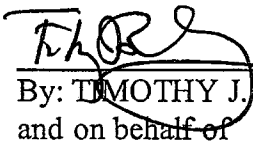
(2) That on the 6th day of October, 2023, a meeting of all of the members of the Limited Liability Company was duly called and properly held in accordance with law, and that at said meeting the following Resolution was duly and legally adopted, and is still in full force and effect, to-wit:

Resolved, That either Timothy J. Bradley or Clifton D. Guidry, who are the sole Managers of the Limited Liability Company are each individually duly authorized by the Limited Liability Company, and all of its Members, to do all things and to sign all documents necessary on behalf of the Limited Liability Company, including but not limited to Sales, Deeds, Donations, Settlement Statements, Affidavits, Acknowledgements, Acts of Dedication, Dedication of Covenants and Restrictions, as the said representative may in his sole discretion consider appropriate, and any other documents that may be necessary for the conduct of the business of the Limited Liability Company, all on such terms and conditions as either of said Managers deems proper in his sole discretion.

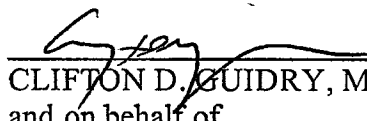
Resolved further that any actions taken, or documents signed by either of said Managers on behalf HEATHER OAKS, L.L.C. are hereby ratified and confirmed.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of October, 2023.

HEATHER OAKS, L.L.C.



By: TIMOTHY J. BRADLEY, Manager
and on behalf of
CAMELLIA BUILDING, LLC, Member



CLIFTON D. GUIDRY, Manager
and on behalf of
GUIDRY LAND DEVELOPMENT, LLC, Member

