

Ord.

2012-0246

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS/WASTEWATER)**

ORDINANCE NO. 12-7-7

An ordinance to approve and authorize a servitude acquisition of property owned by Ashton Plantation Estates, L.L.C. and more fully described in the Donation of Servitude attached hereto, for the construction and maintenance of a sewer force main from Luling to Boutte.

WHEREAS, St. Charles Parish has determined a public need to construct and maintain a sewer force main from Ashton Sewer Lift Station in Luling to Boutte; and,

WHEREAS, a servitude is needed for construction as more fully shown on the Survey entitled "Proposed Utility Servitude and Temporary Construction Servitude Across Ashton Plantation" by Bayou Country Surveying, LLC dated April 17, 2012; and,

WHEREAS, ASHTON PLANTATION ESTATE, L.L.C., has generously agreed to donate the servitude to be used for the construction and maintenance of a sewer force main; and,

WHEREAS, it is the desire of the Parish Council to approve and authorize said donation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby declared a public need for the above described property to construct and maintain a sewer force main from the Ashton Sewer Lift Station to Boutte.

SECTION II. That the Parish President, is hereby authorized to accept the donation above described servitude from ASHTON PLANTATION ESTATE, L.L.C. for the construction of a sewer force main.

SECTION III. That the Parish President is hereby authorized to execute any and all documents necessary to complete said donation on behalf of St. Charles Parish.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN,
COCHRAN, FLETCHER, NUSS
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 23rd day of July, 2012, to become effective immediately.

CHAIRMAN: _____

ACTING SECRETARY: *[Signature]*

DLVD/PARISH PRESIDENT: July 25, 2012

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: July 25, 2012

AT: 10:20 am RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON September 13, 2012
AS ENTRY NO. 382228
IN MORTGAGE/CONVEYANCE BOOK
NO. 776 FOLIO 600

DONATION OF SERVITUDE

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 1st day of August, 2012,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish above named and authorized to act as a Notary Public in every Parish in the State of Louisiana, and in the presence of the undersigned competent witnesses, in whose presence this act is passed and executed, **PERSONALLY CAME AND APPEARED:**

ASHTON PLANTATION ESTATES, L.L.C., a limited liability company organized and existing under and by virtue of the laws of the State of Louisiana, with its domicile in the Parish of Jefferson, herein appearing by and through Rathborne Properties L.L.C., its Manager, herein appearing by and through Michael E. Jones, its Vice President, and J.B. Levert Land Company L.L.C., its Manager, herein appearing by and through William J. Hooper, its Assistant Vice President

who declared that in consideration of the civic and public work being carried on by St. Charles Parish and in order to further said work, and the public benefits to be derived thereby, Grantor does hereby grant, donate, convey, quitclaim, transfer, assign and deliver without any warranty whatsoever but with full satisfaction and subrogation in and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors, unto

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by V. J. St. Pierre, Jr., its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 12-7-7 adopted by the St. Charles Parish Council on July 23, 2012 a copy of which is attached hereto and made a part hereof;

a sewer servitude for the installation, maintenance and operation of one covered sewer line not to exceed fourteen (14") inches, including all appurtenances related thereto (the "Pipeline", with such term to include the line installed by Grantee in the Servitude and any modifications or replacements of such line), over the following described property (the "Property"):

TEMPORARY SERVITUDE

Commencing at a point being the Southeastern most corner of lot 71 Square 1 of Ashton Plantation Phase 1 Thence S60°42'48"E a distance of 2.04' to the Point of Beginning;
Thence S60°42'48"E a distance of 25.02';

Thence with a curve turning to the right with an arc length of 461.01', with a radius of 2513.25', with a chord bearing of S37°08'59"W, with a chord length of 460.36';
Thence S33°28'37"W a distance of 1253.66';
Thence N55°43'45"W a distance of 25.00';
Thence N33°28'37"E a distance of 1255.28';
Thence with a curve turning to the left with an arc length of 457.23', with a radius of 2488.25', with a chord bearing of N37°11'07"E, with a chord length of 456.58', Back to the Point of Beginning;
Having an area of 42,836 square feet, 0.983 acres. As shown on Plat Titled "Proposed Utility Servitude and Temporary Construction Servitude Across Ashton Plantation Located in Sections 87 & 97, T13S-R20E and Section 8, T13s-R21E St. Charles Parish, Louisiana"
Prepared by Bayou Country Surveying, LLC. Dated 4/17/2012.

PERMANENT SERVITUDE

Commencing at a point being the Southeastern most corner of lot 71 Square 1 of Ashton Plantation Phase 1
Thence S 60°42'48" E a distance of 2.04'
Thence S60°42'48"E a distance of 25.02' to the Point of Beginning;
Thence S60°42'48"E a distance of 15.02';
Thence with a curve turning to the right with an arc length of 463.27', with a radius of 2528.25', with a chord bearing of S 37°07'43" W, with a chord length of 462.62';
Thence S33°28'37"W a distance of 1251.80';
Thence with a curve turning to the right with an arc length of 740.34', with a radius of 11204.94', with a chord bearing of S30°04'57"W, with a chord length of 370.31';
Thence S56°06'33"E a distance of 15.00';
Thence S33°31'22"W a distance of 1229.31';
Thence N56°28'38"W a distance of 30.00';
Thence N33°31'22"E a distance of 1229.19';
Thence with a curve turning to the left with an arc length of 739.85', with a radius of 11189.94', with a chord bearing of N30°04'49"E, with a chord length of 739.72';
Thence N33°28'37"E a distance of 1253.66';
Thence with a curve turning to the left with an arc length of 461.01', with a radius of 2513.25', with a chord bearing of N37°08'59"E, with a chord length of 460.36', Back to the Point of Beginning,
Having an area of 73,705 square feet, 1.692 acres. As shown on Plat Titled "Proposed Utility Servitude and Temporary Construction Servitude Across Ashton Plantation Located in Sections 87 & 97, T13S-R20E and Section 8, T13s-R21E St. Charles Parish, Louisiana"
Prepared by Bayou Country Surveying, LLC. Dated 4/17/2012.

Section 1. Reservation of Rights in favor of Grantor. Grantor reserves the right to the full use and enjoyment of the Property, except as may be necessary for the purposes herein specifically granted to Grantee, and without limitation, Grantor particularly reserves unto himself, his agents, representative, successors and assigns the following:

- (i) The right to cross under or over said Servitude, and to dig under the Pipeline provided that any such crossing shall be made in accordance with standard and accepted engineering practices and in such manner as to not interfere with the operations of Grantee;

- (ii) The right to construct roads, sidewalks, driveways, subdivisions streets, landscaping, water, sewerage, drainage, telephone, cable and other utility lines, parking facilities or bridges over or across the Servitude;
- (iii) The right to construct and maintain a fence or fences across said Servitude and to include the Servitude within fences; and
- (iv) Title to the described property remains vested in Grantor and Grantor may grant other servitudes and leases which do not interfere with the exercise of rights granted herein to Grantee, including but not limited to oil, gas and mineral leases.
- (v) The parties hereto agree that all Grantors and their successors and assigns shall have the right to connect to the sewer main constructed in the above described servitude in order to provide sewer service to its property, as depicted on the attached Exhibit, which are located within the Parish of St. Charles. All connections shall be as per the specifications of the St. Charles Parish Wastewater Department. Developmental fees will be paid by Ashton Plantation Estates, L.L.C., and no other fee will be assessed by St. Charles Parish.

Section 2. Servitude to be Subordinate to Existing Rights. The rights of Grantee under this Servitude shall at all times be held by Grantee, subject, subordinate and inferior to any existing servitude, mineral lease, lease or any other instrument of record affecting said property as of the date of execution hereof. The rights herein granted shall not vest in or be construed to vest in Grantee any right, title or interest in or to the surface (other than the Servitude herein specifically provided) or to any minerals or mineral rights in, on, under or that may be produced from the property above described, nor as requiring the consent of Grantee to any lease, grant or other contract affecting either the surface, mineral or mineral rights with respect to the above described property which do not unreasonably interfere with Grantee's rights hereunder.

Section 3. Payment for Damages. Grantee shall pay to Grantor all reasonable loss and damages caused to or inflicted on Grantor which are caused by the laying, maintaining, operating, removing, or relocating any Pipeline within the Servitude or in otherwise exercising the rights herein granted, including but not by way of limitation, damages to driveways, parking areas, landscaping, roads, fences, bridges, drainage ditches, canals and other property improvements of any nature or kind.

Section 4. Assumption of Condition. Grantee, its assigns and transferees assumes the condition of the property where the Servitude is located and assumes the risk as to any vices and defects in the property where the Servitude is located, whether those vices or defects are latent and/or not discoverable upon simple inspection, including those vices or defects, knowledge of which would deter Grantee from making this Agreement. Grantee, its assigns and transferees hereby accepts the Servitude, as is, where is, in its existing environmental condition and waives, discharges, and releases Grantor, its members, manages, subsidiaries, affiliates, agents, employees, officers and insurers from any and all claims and/or causes of action which Grantee or its assigns or transferees may have or hereafter be otherwise entitled to, whether affecting person and/or property, for any environmental liabilities arising from the Servitude herein granted, including any claims, demands, causes of actions (both public and private), judgments, attorneys' fees, costs, expenses, penalties and fines, imposed or assessed under any federal, state or local environmental law, rule, regulation or ordinance involving the environment including, but without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601, et seq), as amended, The Resource Conservation and Recovery Act (42 USC 6901, et seq), the Superfund Amendments and Reauthorization Act of 1986, and the Toxic Substance Control Act (15 USC 2601, et seq).

Section 5. Indemnity. Grantee shall fully pay, and shall indemnify, defend and hold Grantor harmless from and against, any and all loss, damage, liability and expense of every nature and kind, including attorney's fees and court costs, however caused or occurring, including injuries or death to persons and damage to property, either belonging to Grantor or

to others, either directly or indirectly arising from and out of any activities of Grantee hereunder, irrespective of any fault, contributory negligence, comparative fault or strict (or absolute) liability of Grantor.

Without limitation of the foregoing, Grantee specifically covenants and agrees to fully pay, and to defend, protect, indemnify and hold harmless Grantor, its employees and agents, from and against, each and every claim demand or cause of action and any liability, costs, expense, damage or loss incurred in connection therewith, including but not limited to attorney's fees and court costs, which may be caused by or result from seeps, spills, leaks or discharges of any gas, liquid or solid substance, whatsoever, including any hazardous substance, arising out of or resulting from the activities of Grantee, its employees, agents, contractor and subcontractors, or any third party, including but not limited to any loss, expense, claim or demand of any governmental authority, or incurred in the defense of same, and any cost and expenses incurred in the control or removal of the above described substances. The above indemnity includes environmental enforcement or remediation actions, losses, damages, liabilities, costs or expenses, including fines, penalties, court costs, reasonable attorneys' fees and any other expenses incident thereto on account of injuries to or death of persons or damage to property of any kind including but not limited to pollution or contamination of air, land or water, or the violation of any law, statute or regulation, arising wholly or in part from or in connection with or resulting from the installation, use, maintenance, operations, changes in, alterations to, removal or relocation of any Pipeline or any other improvements installed by Grantee in the Servitude or the transportation of any gas, liquid or solid through the Pipeline, or the breach of any provision of this Agreement irrespective of any fault, contributory negligence, comparative fault or strict (or absolute) liability of Grantor. In the event of any suit, action or other proceeding, including any administrative proceedings, brought against Grantor or on account of any item which Grantee is obligated hereunder to indemnify Grantor, Grantor shall notify Grantee and Grantee shall appear and defend said suit or action at its sole cost and expense with counsel acceptable to Grantor and Grantee shall pay and satisfy any judgment, penalty or fine that may be rendered therein against Grantor, when such suit or action has been finally determined.

Section 6. Permits. Grantee hereby represents and warrants to Grantor that Grantee shall obtain all necessary permits and licenses required to construct, operate and maintain the Pipeline to be constructed in the Servitude and the Servitude and the plans and specifications for the Pipeline shall be in accordance with all applicable federal, state and local laws, rules, regulations, orders and agreements and sound engineering and safety principles. Grantee agrees to comply with all present and future federal, state and local laws, rules, regulations, orders and agreements concerning the Pipeline. To the extent any such laws, rules, regulations, orders or agreements require that affirmative acts be performed to insure the safe construction, repair, removal, relocation or use of the Pipeline, Grantee expressly assumes the obligation to comply with these requirements at its sole cost and expense and shall promptly within the applicable requirements perform and complete such requirements at its sole costs and expenses.

Section 7. Acknowledgement of Character of Property. It is not the intent of the parties that this Servitude shall in any way diminish the value, utility, physical condition or safety of the premises for these purposes. Grantee shall use the best available practical technology in order to promote safety and shall at all times conduct its operations so as to maintain the safety of persons and property located immediately adjacent to such operations. Within six (6) months after construction or completion of the Pipeline in the Servitude, Grantee shall furnish to Grantor an "as built" survey, showing the exact metes and bounds, and location of the Pipeline. Grantor shall be notified twenty-four (24) hours prior to commencement of construction and advised as to Grantee's representative on this project.

Section 8. Excavation of Ditch and Spoil. Grantee shall have the right to dig only a ditch along the route hereinabove described in the permanent servitude and to lay the Pipeline in said ditch; provided, however after construction of the Pipeline, said ditch shall be backfilled with all available speed. In the construction, maintenance, removal or relocation of any Pipeline, Grantee shall fill all trenches or other excavations dug in connection with such work and return all spoils thereto without delay. Grantee shall firmly pack and level, to the level of the adjoining land, the dirt in such excavation over the Pipeline. Grantee shall not use this

Servitude at any time as an open ditch or canal and shall only use this Servitude as a covered sewer line.

Section 9. Termination. All of the rights granted hereunder shall terminate and be of no further force and effect without demand and without putting in default upon the happening of the earliest of the following event, to-wit:

1. If the Pipeline is not actually finally constructed within a period of one (1) year from the date of this instrument;
2. If the right-of-way and appurtenances are abandoned;
3. If Grantee ceases to use the facilities for the actual transmission of sewer waste for a period of one (1) year; and
4. If any of the above events occur, Grantee will give timely written notice of such event to Grantor, but failure to give such notice shall not prevent the automatic termination of this right-of-way as provided for herein.

Section 10. Repairs. In addition to its obligation to pay for any damages caused by Grantee, Grantee shall repair all driveways, landscaping, fences, parking areas, subsurface pipes, drainage and bridges located on the property of Grantor which adjoins or crosses the Servitude and which may become worn, damaged or destroyed by any installation, use, maintenance or repair of the Pipeline or any improvements placed in the Servitude by Grantee in order that Grantor's improvements shall be restored, as nearly as is practicable, to as good condition as existed prior to such work.

Section 11. Obligations are Inclusive. The obligations and restrictions imposed on Grantee hereunder are not exclusive but are in addition to any and all obligations and restrictions which are now or may be hereafter imposed by law.

Section 12. No Warranty of Title. This grant is made without warranty of title or condition either expressed or implied and without any recourse whatsoever, not even for the return of the consideration paid to Grantor. Grantor does not warrant or represent the correctness of any survey or any plats attached hereto purporting to show location of Grantor's property, and nothing herein contained shall operate as an estoppel against Grantor establishing its ownership of any property or the correct location of the boundaries of Grantor's property, in the event same are not correctly shown on any map attached hereto.

Section 13. No Assignment. Grantee shall not make any agreements respecting the rights acquired by Grantee hereunder without the prior written consent of Grantor. This Servitude shall not be assigned or transferred without Grantor's prior written consent, which shall not be unreasonably withheld. Any transfer of this permit or any right hereunder without Grantor's prior written consent shall be null and void, and, at the option of Grantor shall result in the termination of this Servitude. In the event of a transfer with the consent of Grantor, all of the provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns; and unless expressly released by Grantor, Grantee shall remain liable to perform all of its obligations under this Servitude.

Section 14. Notice. All notices, demands, requests, approvals, consents, and other communications that are required or may be given under this Lease or the law, shall be in writing and shall be given either in person, by public courier (e.g., Federal Express, Purolator, DHL, etc) or by U. S. mail, postage prepaid, certified or registered, with return receipt requested, addressed as follows:

(a) Grantor: P. O. Box 157, Harvey, LA 70059

(b) Grantee: P. O. Box 302, Hahnville, LA 70057

The giving of any notice required under this Agreement may be waived in writing by the party entitled to receive the notice. All notices, demands, requests, consents, approvals, declarations, and other communications shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged or on the date after the same has been sent by overnight courier service. Any party may by notice given as aforesaid change its address for all subsequent notices and communications.

Section 15. Amendments. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties. Any provision of this Agreement may be waived, amended, supplemented or modified only by written agreement of the parties.

Section 16. Attorney's fees. If any party fails to comply with the terms of this Agreement, then such defaulting party is obligated to and agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its respective rights.

Section 17. Counterparts. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

THUS DONE AND PASSED on the 1st day of August, 2012 in the presence of the undersigned competent witnesses, who hereunto sign with the said Grantor and me, Notary, after reading of the whole.

WITNESSES:

GRANTOR:

ASHTON PLANTATION ESTATES, L.L.C.

Judith S. Diket
Annette S. McDow

Michael E. Jones
RATHBORNE PROPERTIES, L.L.C.
BY: MICHAEL E. JONES
VICE- PRESIDENT

William J. Hooper
J.B. LEVERT LAND COMPANY, L. L.C.
BY: WILLIAM J. HOOPER
ASSISTANT VICE-PRESIDENT

Gregory C. Lier
NOTARY PUBLIC
GREGORY C. LIER
BAR NO. 08868

THUS DONE AND PASSED on the 25th day of July, 2012 in the presence of the undersigned competent witnesses, who hereunto sign with the said Grantor and me, Notary, after reading of the whole.

WITNESSES:

GRANTEE:

ST. CHARLES PARISH

Calli Madere
Valerie Berthelot

V. J. St. Pierre, Jr.
BY: V. J. ST. PIERRE, JR.
PRESIDENT

Leon C. Vial, III
NOTARY PUBLIC
LEON C. VIAL, III
BAR NO. 13061

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

PAMELA TAPIE who is a certifying official and Secretary of **J. B. LEVERT LAND COMPANY, LLC** (the "Company"), a Louisiana limited liability company domiciled in the Parish of Jefferson, whose mailing address is P.O. Box 518 Metairie, Louisiana 70004-0518, does hereby certify in accordance with the Articles of Organization and the Operating Agreement of the Company that:

The Company is the Co-Manager of Ashton Plantation Estates, L.L.C and that William J. Hooper, an Assistant Vice President of this Company, hereby is authorized, on behalf of **ASHTON PLANTATION ESTATES, L.L.C.**, to grant, donate, convey, quitclaim, transfer, assign and deliver without any warranty whatsoever, the following described servitude for the installation, maintenance and operation of one covered sewer line not to exceed fourteen (14") inches, including all appurtenances related thereto:

TEMPORARY SERVITUDE

*Commencing at a point being the Southeastern most corner of lot 71 Square 1 of Ashton Plantation Phase 1 Thence S60°42'48"E a distance of 2.04'to the Point of Beginning;
Thence S60°42'48"E a distance of 25.02';
Thence with a curve turning to the right with an arc length of 461.01', with a radius of 2513.25', with a chord bearing of S37°08'59"W, with a chord length of 460.36',;
Thence S33°28'37"W a distance of 1253.66';
Thence N55°43'45"W a distance of 25.00';
Thence N33°28'37"E a distance of 1255.28';
Thence with a curve turning to the left with an arc length of 457.23', with a radius of 2488.25', with a chord bearing of N37°11'07"E, with a chord length of 456.58', Back to the Point of Beginning;
Having an area of 42,836 square feet, 0.983 acres. As shown on Plat Titled "Proposed Utility Servitude and Temporary Construction Servitude Across Ashton Plantation Located in Sections 87 & 97, T13S-R20E and Section 8, T13s-R21E St. Charles Parish, Louisiana" Prepared by Bayou Country Surveying, LLC. Dated 4/17/2012.*

PERMANENT SERVITUDE

*Commencing at a point being the Southeastern most corner of lot 71 Square 1 of Ashton Plantation Phase 1 Thence S 60°42'48" E a distance of 2.04' Thence S60°42'48"E a distance of 25.02'to the Point of Beginning;
Thence S60°42'48"E a distance of 15.02';
Thence with a curve turning to the right with an arc length of 463.27', with a radius of 2528.25', with a chord bearing of S 37°07'43" W, with a chord length of 462.62',;
Thence S33°28'37"W a distance of 1251.80';
Thence with a curve turning to the right with an arc length of 740.34', with a radius of 11204.94', with a chord bearing of S30°04'57"W, with a chord length of 370.31',;
Thence S56°06'33"E a distance of 15.00';
Thence S33°31'22"W a distance of 1229.31';
Thence N56°28'38"W a distance of 30.00';
Thence N33°31'22"E a distance of 1229.19';
Thence with a curve turning to the left with an arc length of 739.85', with a radius of 11189.94', with a chord bearing of N30°04'49"E, with a chord length of 739.72',
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Having an area of 73,705 square feet, 1.692 acres. As shown on Plat Titled "Proposed Utility Servitude and Temporary Construction Servitude Across Ashton Plantation Located in Sections 87 & 97, T13S-R20E and Section 8, T13s-R21E St. Charles Parish, Louisiana" Prepared by Bayou Country Surveying, LLC. Dated 4/17/2012.

CERTIFICATE

As Secretary of J. B. LEVERT LAND COMPANY, LLC, I hereby certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Board of Directors of J. B. LEVERT LAND COMPANY, LLC at a meeting held on June 9, 2012, and that said resolution has not been rescinded, modified or recalled, and are in full force and effect.


I further certify that **WILLIAM J. HOOPER** is an Assistant Vice President and **PAMELA TAPIE** is the Vice President and Secretary of this Company.

WITNESS my signature on this 25th day of July, 2012.

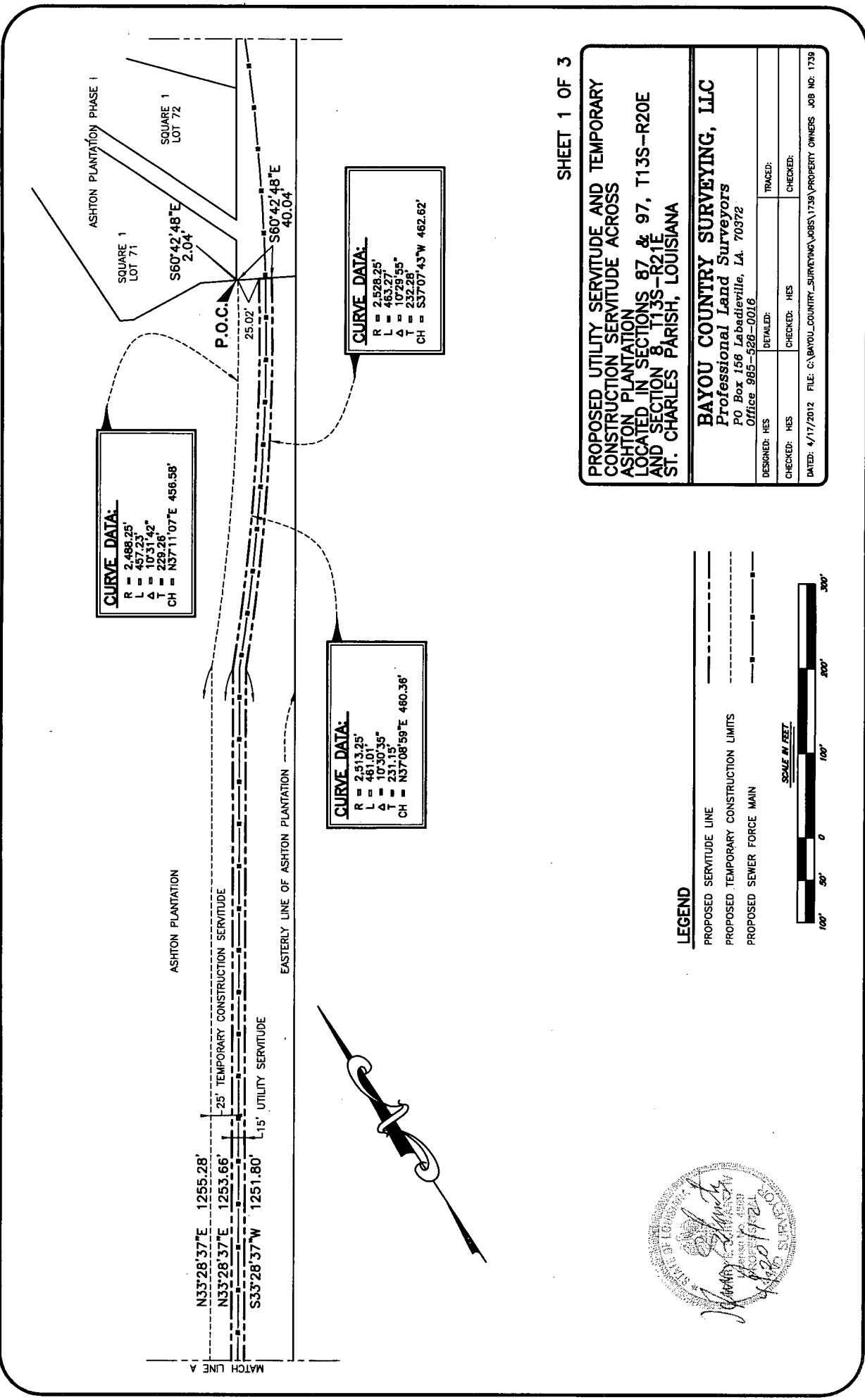


SECRETARY

ATTEST:



LOUIS M. ANDOLSEK
Title: President



CURVE DATA:
 R = 2,488.25'
 L = 407.7242'
 Δ = 239.28'
 CH = N37°11'07"E 456.58'

CURVE DATA:
 R = 2,513.25'
 L = 461.01'
 Δ = 10°30'35"
 T = 231.15'
 CH = N37°08'59"E 480.36'

CURVE DATA:
 R = 2,528.25'
 L = 463.27'
 Δ = 13°29'55"
 CH = S37°07'43"W 462.62'

PROPOSED UTILITY SERVITUDE AND TEMPORARY CONSTRUCTION SERVITUDE ACROSS ASHTON PLANTATION LOCATED IN SECTIONS 87 & 97, T13S-R20E AND SECTION 8, T13S-R21E ST. CHARLES PARISH, LOUISIANA

BAYOU COUNTRY SURVEYING, LLC
 Professional Land Surveyors
 P.O. Box 158 Labadieville, LA. 70372
 Office 985-528-0016

DESIGNED: HES	DETAILED:	TRACED:
CHECKED: HES	CHECKED: HES	CHECKED:

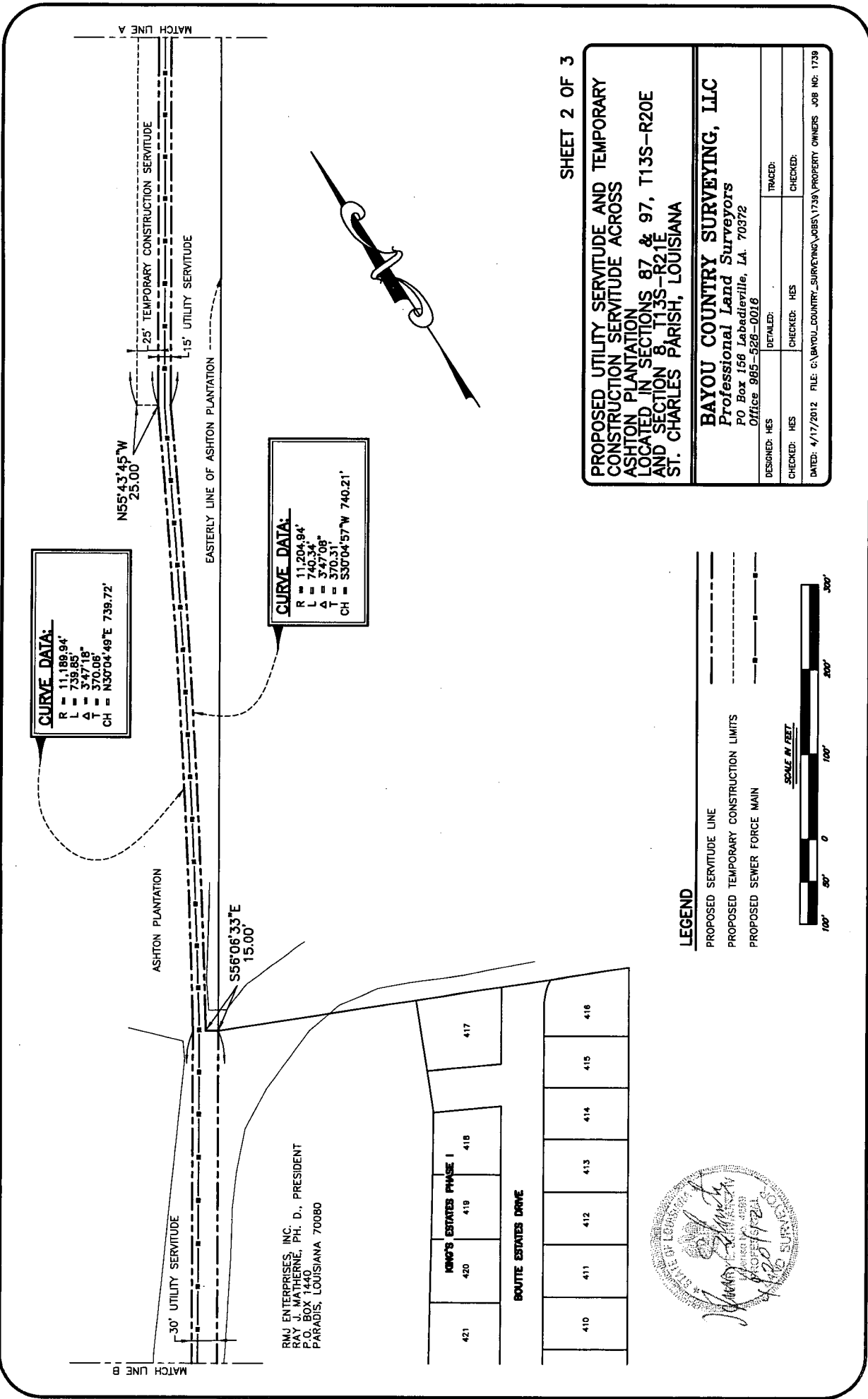
DATED: 4/17/2012 FILE: C:\BAYOU_COUNTRY_SURVEYING\JOBS\1739\PROPERTY OWNERS JOB NO: 1739

LEGEND

- PROPOSED SERVITUDE LINE
- PROPOSED TEMPORARY CONSTRUCTION LIMITS
- PROPOSED SEWER FORCE MAIN

SCALE IN FEET





CURVE DATA:
 R = 11,189.94'
 L = 738.85'
 Δ = 3°47'18"
 T = 370.08'
 CH = N50°04'49"E 739.72'

CURVE DATA:
 R = 11,204.94'
 L = 740.34'
 Δ = 3°47'08"
 T = 370.31'
 CH = S50°04'57"W 740.21'

RMJ ENTERPRISES, INC.
 RAY J. MATHERNE, PH. D., PRESIDENT
 P.O. BOX 1440
 PARADIS, LOUISIANA 70080

421		418		417	
KING'S ESTATES PHASE I					
ROUTE ESTATES DRIVE					
410	411	412	413	414	415
					416

LEGEND

- PROPOSED SERVITUDE LINE
- PROPOSED TEMPORARY CONSTRUCTION LIMITS
- PROPOSED SEWER FORCE MAIN



PROPOSED UTILITY SERVITUDE AND TEMPORARY CONSTRUCTION SERVITUDE ACROSS ASHTON PLANTATION LOCATED IN SECTIONS 87 & 97, T13S-R20E AND SECTION 8, T13S-R21E ST. CHARLES PARISH, LOUISIANA

BAYOU COUNTRY SURVEYING, LLC
 Professional Land Surveyors
 P.O. Box 158 Labadieville, LA. 70372
 Office 985-528-0018

DESIGNED: HES	DETAILED:	TRACED:
CHECKED: HES	CHECKED: HES	CHECKED:

DATED: 4/17/2012 FILE: C:\BAYOU_COUNTRY_SURVEYING\JOBS\1739\PROPERTY OWNERS JOB NO. 1739



ASHTON PLANTATION

MATCH LINE B

N56°28'38"W
30.00'

N33°31'22"E
1229.19'

BRIDGE CANAL

S33°31'22"W
1229.31'

30' UTILITY SERVITUDE

D36	D37	D38	D39	D40	D41	D42	D43	D44	D45	D46	D47	D48	D49	D50	D51	D52	D53	D54	D55
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ST. CHARLES PARISH RECREATIONAL DEPT.

C33	C34	C35	C36	C37	C38	C39	C40	C41	C42	C43	C44	C45	C46	C47	C48	C49	C50
									B42	B43	B44	B45	B46	B47	B48	B49	B50

428	427	426	KING'S ESTATES PHASE I			424	423	422
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ROUTE ESTATES DRIVE

401	402	403	404	405	406	407	408	409
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SHEET 3 OF 3

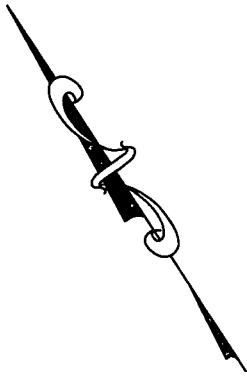
PROPOSED UTILITY SERVITUDE AND TEMPORARY CONSTRUCTION SERVITUDE ACROSS ASHTON PLANTATION LOCATED IN SECTIONS 87 & 97, T13S-R20E AND SECTION 8, T13S-R21E ST. CHARLES PARISH, LOUISIANA

BAYOU COUNTRY SURVEYING, LLC
Professional Land Surveyors
PO Box 156 Labadieville, LA. 70372
Office 985-528-0016

DESIGNED: HES	DETAILED:	TRACED:
CHECKED: HES	CHECKED: HES	CHECKED:
DATED: 4/17/2012 FILE: C:\BAYOU_COUNTRY_SURVEYING\JOBS\1739\PROPERTY OWNERS JOB NO: 1739		

LEGEND

- PROPOSED SERVITUDE LINE
- PROPOSED TEMPORARY CONSTRUCTION LIMITS
- PROPOSED SEWER FORCE MAIN



CERTIFICATE OF A CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF

RATHBORNE PROPERTIES, L.L.C.

Virginia R. 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 its capacity as the Manager of **ASHTON PLANTATION ESTATES, L.L.C.** ("Ashton"), to do any and all things deemed by him to be necessary or appropriate for the purpose of carrying out the business activities of Ashton, including, without limitation, (i) to purchase, sell, exchange, lease or mortgage any immovable (real) or movable (personal) property on behalf of Ashton or to authorize any person or entity to act on behalf of Ashton to sell, exchange, lease, subdivide or apply for any zoning changes of any immovable property owned by Ashton, and (ii) to execute any agreements by Ashton with any person, firm or corporation to effect the formation, amendment and/or merger of Ashton 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.

* * * * *

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.**, 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 a Manager and **MICHAEL E. JONES** is the Vice President and a Manager of this Company.

WITNESS my signature on this 1st day of August, 2012.


Virginia R. Boudreaux, Secretary