

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 _____ day of _____, in the
year of Our Lord Two Thousand and Twenty Five,

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
Philip Y. Denormandie, its President and Manager, 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-B Addendum No. 1 being a portion of Section 97, T13S,
R20E, Luling, St. Charles Parish, Louisiana, shown on a survey of said subdivision which
survey was prepared by Gassen Surveying, LLC, dated July 22, 2025, signed by Louis J.
Gassen, Jr., Registered Land Surveyor, which survey is entitled "Ashton Plantation,
Phase 2-B Addendum No. 1, (Into Lots 1, 2, & 3, Square 11 and Reserve K) in Section
97, T13S, R20E, Luling, 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 that portion of the above
property designated as Ashton Plantation Phase 2-B Addendum No.1 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-B Addendum No. 1 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 a
certain street within the Ashton Plantation Subdivision which is named and identified in
accordance with the annexed Final Plat as Cove Pointe Drive, which street in regard to

this dedication, are more fully described in accordance with said plan as follows to wit:

**PORTION OF COVE POINTE DRIVE, ASHTON PLANTATION, PHASE 2-B
ADDENDUM NO. 1, LULING, 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 Phase 2-B Addendum No.1, 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 northeasterly corner of Cove Pointe Drive right of way of Phase 2-B Addendum No. 1 (also being the common border of Lot 4, Square 11, Phase 2-B and Lot 3, Square 11, Phase 2-B Addendum No. 1) (POB1), proceed along the arc of a curve in a southwesterly direction to the right having a radius of 1,525.00 feet a distance of 147.01 feet (a chord of 146.95 feet and a chord bearing of S27°42'58"W), thence S30°28'39"W a distance of 92.99 feet, thence N59°31'21"W a distance of 50.00 feet, thence N30°28'39"E a distance of 92.99 feet to a point of curvature, thence along the arc of a curve to the left having a radius of 1,475.00 feet a distance of 140.77 feet (a chord of 140.71 feet and a chord bearing of N27°44'37"E), thence S66°40'20"E a distance of 50.02 feet to the POINT OF BEGINNING.

All as more fully shown on a plan by Gassen Surveying, LLC,
Louis J Gassen Jr, PLS dated July 22, 2025.

Ashton further declared unto me, Notary, that on the aforesaid Final 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-B Addendum No. 1 of Ashton Plantation, namely: 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, 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 Cove Pointe Drive, only as far as said streets are located in Phase 2-B Addendum No. 1 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 other rights of fee ownership to that portion of the aforesaid Phase 2-B Addendum No. 1 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.

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-B Addendum No. 1, 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-B Addendum No. 1 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 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 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.

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.

The remainder of this page is left intentionally blank.

Signatures on following page:

ASHTON PLANTATION ESTATES, L.L.C.

WITNESSES:

Martha M Heie

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

BY: Philip Y. Denormandie
Philip Y. Denormandie, President

Natalie J. Donnelly

J.B. Levert Land Company, Its Manager

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

Camille M. Cantwell
Notary Public 9/25/25

Camille M. Cantwell
Print Name

Bar No.: 164052



WITNESSES:

ST. CHARLES PARISH

BY: _____
Matthew Jewell
Parish President

Notary Public

Print Name

Bar No.: _____

**AUTHORIZATION OF THE MANAGERS OF
ASHTON PLANTATION ESTATES, L.L.C.**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF JEFFERSON**

This AUTHORIZATION OF MANAGERS is dated as of this 25th day of September 2025 and is by and between:

RATHBORNE PROPERTIES, L.L.C., a Louisiana limited liability company, whose address is 100 Pallet Drive, Rathborne Industrial Park, Harvey, Louisiana, 70058, represented herein by Philip Y. Denormandie its duly authorized President and Manager, and;

J.B. LEVERT LAND COMPANY, L.L.C., a Louisiana limited liability company, whose address is 3240 S. I-10 Service Road, Metairie, Louisiana 70001 represented herein by Louis M. Andolsek its duly authorized President

who declare that they are the Managers of **ASHTON PLANTATION ESTATES, L.L.C.** (hereinafter referred to as the "Company"), a Louisiana limited liability company, and that they do hereby agree as follows:

1. that **Philip Y. Denormandie or Louis M. Andolsek** (each individually the "Authorized Representative") is individually authorized, on behalf of the Company, to negotiate the sale of and to sell any of the lots located in Ashton Plantation, Phase 2-A, Phase 2-B, and any subsequent phase (collectively hereinafter referred to as "Phase 2"), St. Charles Parish, State of Louisiana, on behalf of and in the name of the Company, to any person(s), firm(s) or corporation, for a price to be negotiated and determined by the Authorized Representative.
2. that the Authorized Representative is authorized, directed and empowered for and on behalf of the Company and in its name to execute an act of sale, containing such terms, conditions, limitations, provisions, and/or restrictions as he may, in his sole and uncontrolled discretion, deem necessary, proper, and/or advisable, to accept the purchase price, and to enter into any and all other agreements, and to do and perform any and all other acts which the Authorized Representative may, in his sole and uncontrolled discretion, deem necessary, proper, and/or advisable to carry out the intent of these resolutions, the execution thereof by the Authorized Representative to fully evidence the Company's approval thereof.
3. that all purchase agreements, acts of sale and other agreements and any and all transactions by either Authorized Representative for and on behalf of the Company and in its name in connection with Phase 2 are, in all respects, hereby ratified, confirmed and adopted, with such transactions to the extent they were done prior to the date of this authorization shall be given retroactive effect that either Authorized Representative be and he is hereby authorized, on behalf of the Company, to arrange for the resubdivision of all or any portion of Ashton Plantation, St. Charles Parish, Louisiana, (the "Property") and in connection therewith to sign any plats, subdivision requests, applications or such other documentation as required by the Parish of St. Charles in connection therewith.

THUS DONE AND PASSED, in multiple originals, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with appearers.

WITNESSES:

Martha M. Huie
Witnesses printed name: Martha M. Huie

Natalie S. Denormandie
Witnesses printed name: Natalie S. Denormandie

RATHBORNE PROPERTIES, L.L.C.

By: Philip Y. Denormandie
Philip Y. Denormandie
Title: President and Manager

J.B. LEVERT LAND COMPANY, L.L.C.

By: Louis M. Andolsek
Louis M. Andolsek
Title: President

CERTIFICATE OF CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF J. B. LEVERT LAND COMPANY, L.L.C. TO ACT FOR ASHTON PLANTATION ESTATES, LLC

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

1. JBLLC is a Manager and 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. JBLLC, as one of the two Managers 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 JBLLC, 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 JBLLC, as a Manager of the Company, may deem necessary, proper and/or advisable.
3. The President of JBLLC, 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 JBLLC 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 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 **CARL W. YODER** is the Secretary and Chief Operations Officer of J. B. LEVERT LAND COMPANY, L.L.C.

WITNESS my signature on this 24th day of September, 2025.



SECRETARY

**CERTIFICATE OF A CERTIFYING OFFICIAL AS TO AUTHORITY OF MANAGERS OF
RATHBORNE PROPERTIES, L.L.C.**

ANNETTE MCDOW, 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.

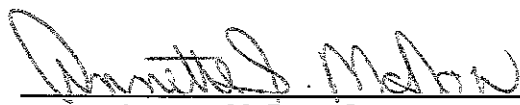
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C E R T I F I C A T E

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 **PHILIP Y. DENORMANDIE** is the President and Manager.

WITNESS my signature on this 31st day of **August , 2025**



Annette McDow, Secretary