

2025-0340 ORD

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 25-11-10

An ordinance approving and authorizing the execution of an Act of Dedication for Ashton Plantation Phase 2-B Addendum No. 1, Luling.

WHEREAS, Ashton Plantation Estates, LLC is the owner and developer of property located in Section 97, T13S – R20E, Luling as indicated on a Final Plat prepared by Louis J. Gassen Jr., PLS, dated July 22, 2025 entitled (FINAL PLAT) ASHTON PLANTATION PHASE 2-B ADDENDUM NO. 1; 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 Ashton Plantation Estates, LLC for Ashton Plantation Phase 2-B Addendum No. 1, 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: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER

NAYS: NONE

ABSENT: WILSON

And the ordinance was declared adopted this 17th day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Nelly Fonseca

SECRETARY: M. Michelle D'Aponte

DLVD/PARISH PRESIDENT: November 18, 2025

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: November 19, 2025

AT: 1:53 pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON 12-1-2025

AS INSTRUMENT NO. 492890

IN MORTGAGE/CONVEYANCE/CATH BOOK

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 24th day of November, 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 witnesses 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 November 17, 2025, 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. Huie

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

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

Natalie J. Denormandie

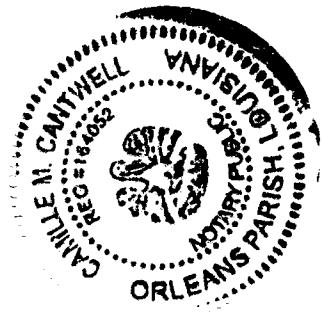
J.B. Levert Land Company, Its Manager

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

Camille M. Cantrell
Notary Public 9/25/25

Camille M. Cantrell
Print Name

Bar No.: 164052



WITNESSES:

Madeline Fisher

ST. CHARLES PARISH

BY: Matthew Jewell
Matthew Jewell
Parish President

Notary Public

Corey M. Oubre
Print Name

Bar No.: 28709

COREY M. OUBRE
NOTARY PUBLIC
LSBA NO. 28709
LA NOTARY NO. 77473
St. Charles Parish, Louisiana
My Commission is issued for Life

**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 Pailet Drive, Rathborne Industrial Park, Harvey, Louisiana, 70058, represented herein by Philip Y. Denormandie its duly authorized President and Manager, and;

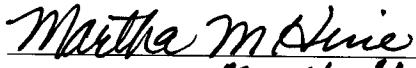
J.B. LEVERT LAND COMPANY, L.L.C., a Louisiana limited liability company, whose address is 3240 S. I-10 Service Road, Metairie, Louisiana 70001 represented herein by Louis M. Andolsek its duly authorized President

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.

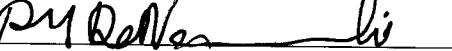
THUS DONE AND PASSED, in multiple originals, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with appearers.

WITNESSES:


Witnesses printed name: Martha M. Huie


Witnesses printed name: Natalie G. Donnelly

RATHBORNE PROPERTIES, L.L.C.

By: 
Philip Y. Denormandie
Title: President and Manager

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

By: 
Louis M. Andolsek
Title: President

**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.

* * * * *

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

Annette McDow, Secretary

2025-0340

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 25-11-10

An ordinance approving and authorizing the execution of an Act of Dedication for Ashton Plantation Phase 2-B Addendum No. 1, Luling.

WHEREAS, Ashton Plantation Estates, LLC is the owner and developer of property located in Section 97, T13S – R20E, Luling as indicated on a Final Plat prepared by Louis J. Gassen Jr., PLS, dated July 22, 2025 entitled (FINAL PLAT) ASHTON PLANTATION PHASE 2-B ADDENDUM NO. 1; 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 Ashton Plantation Estates, LLC for Ashton Plantation Phase 2-B Addendum No. 1, 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: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON

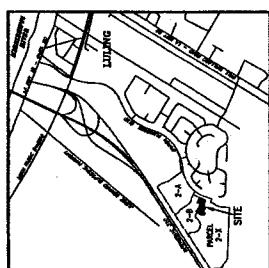
And the ordinance was declared adopted this 17th day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: November 18, 2025
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: November 19, 2025
AT: 1:53 pm RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 11-20-2025

Michelle Impastato
SECRETARY
ST. CHARLES PARISH COUNCIL

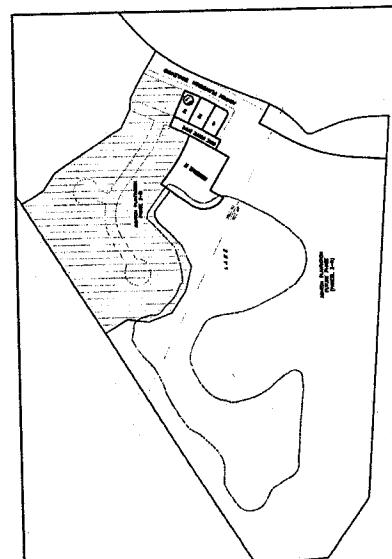
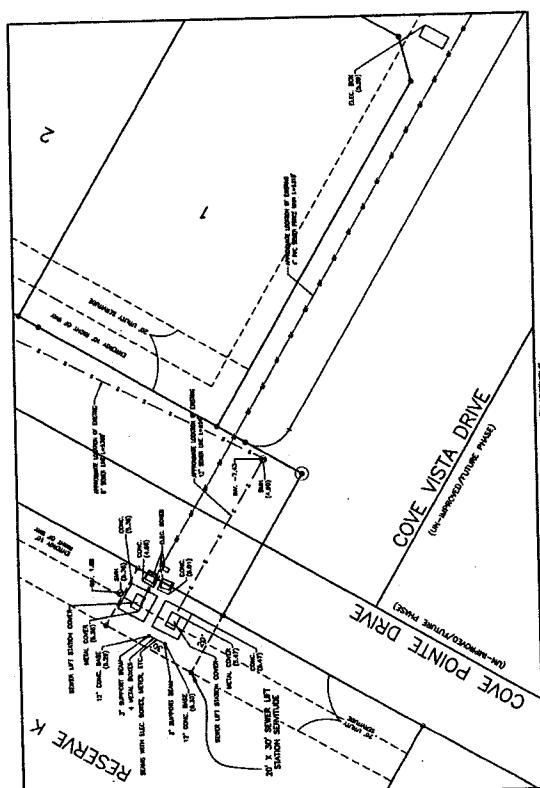
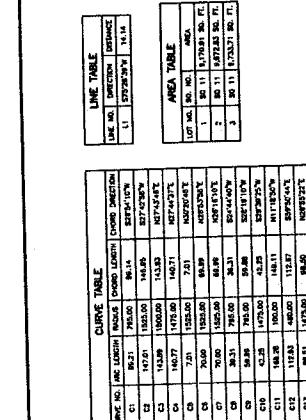
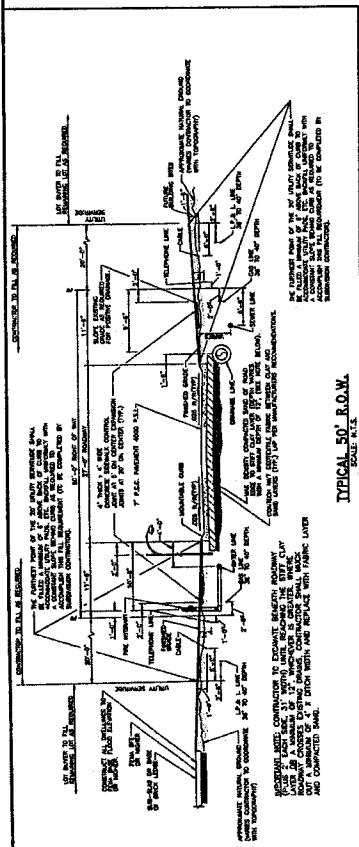


Molly Hayes 11/19/25
Matt Howell 11/19/25

OWNER/DEVELOPER:
ASHTON PLANTATION ESTATES, LLC
P. O. BOX 167
HARVEY, LOUISIANA 70058
LOUIS W. ANDOL-SEK, JR.

SETBACK TABLE:
 FRONT SETBACK
 20' 0" REAR SETBACK
 20' 0" SIDE SETBACK
 (NOTE: MAXIMUM OF 15' REAR SETBACK)
 ALL MEASUREMENTS SHALL BE FROM THE LOT LINES OR LA
 LINED TO THE EDGE OF THE LOT LINES, AS APPLICABLE.
 NOTE: NO UTILITY SERVICE AT FRONT OF ALL LOTS
 Building Committee Requested
 by John B. T. S.

10. Confidentiality: That the final representations on this instrument are confidential, and that the information contained therein is to be used only for the purpose of procuring a title for the property, and that the information contained in this instrument, or any part thereof, is not to be disclosed to any other person, or entity, without the written consent of the grantor, and that the Professional Land Surveyor shall not be liable for any damages resulting from the disclosure of this instrument.



(FINAL PLAT)
ASHTON PLANTATION
PHASE 2-B
APPENDIX NO. 1

ADDITION NO. 1
(INTO LOTS 1, 2 & 3, SQUARE 11
AND RESERVE K)
IN SECTION 97, T13S - R20E

ULLING, St. CHARLES PARISH, LOUISIANA
SCALE: 1" = 50'
JULY 22, 2025

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