

Fifth Circuit Court of Appeal
State of Louisiana

No. 25-CA-537

IN RE ARBITRATION PROCEEDING BETWEEN RATHBORNE LAND COMPANY, LLC AND
ST. CHARLES PARISH

ON APPEAL FROM THE TWENTY-NINTH JUDICIAL DISTRICT COURT
PARISH OF ST. CHARLES, STATE OF LOUISIANA
NO. 95,614, DIVISION "C"
HONORABLE CONNIE M. AUCOIN, JUDGE PRESIDING


April 29, 2026

JUDE G. GRAVOIS
JUDGE

Panel composed of Judges Jude G. Gravois,
Marc E. Johnson, and John J. Molaison, Jr.

VACATED AND REMANDED

JGG
MEJ
JJM

TRUE COPY

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GRAVOIS, J.

On August 11, 2025, the trial court signed a judgment which granted in part and denied in part a motion to vacate and/or modify an arbitration award filed by appellant, St. Charles Parish, and granted in part and denied in part a motion to confirm the arbitration award filed by appellee, Rathborne Land Company, LLC. The Parish appeals the judgment; Rathborne has filed an answer to the appeal. For the reasons that follow, we vacate the judgment and remand the matter for further proceedings.

FACTS AND PROCEDURAL HISTORY

The Parish constructed the Luling Oxidation Pond Wetlands Assimilation Project, a wastewater treatment facility designed to discharge effluent into wetlands. Rathborne owns wetlands property contiguous to the project. The parties executed a predial servitude agreement, effective February 1, 2008, covering 1,041 acres of Rathborne's wetlands property. The agreement created a non-exclusive predial servitude to discharge treated effluent onto, into, over, and across Rathborne's property. Regarding consideration, the agreement provides that the Parish would attempt to obtain wetlands mitigation credits and carbon credits for Rathborne. If the Parish was unsuccessful in doing so within five years, it would pay Rathborne the fair market value of the servitude as of the date of the servitude agreement, or, at its option, offer a credit against future impact fees. If the parties could not agree on the fair market value of the servitude, the matter would be submitted to arbitration. Thereafter, the parties executed first and second amendments to the predial servitude agreement, extending the time period for payment of the servitude.

Ultimately, because the parties were unable to agree on the fair market value of the servitude, the matter was submitted to arbitration. The parties entered an arbitration agreement in December 2020.

In anticipation of the arbitration, Rathborne submitted a statement of facts noting that no portion of the purchase price or credits had been provided by the Parish thus far. In an amended statement of

facts, Rathborne claimed effluent impacted an additional 573.1 acres of its property which had been previously sold in 2017. The Parish objected, arguing that this was a new claim outside of the arbitrator's scope of authority. The arbitrator ruled that Rathborne could extend the servitude to additional land, if effluent impact was proven, and he rescheduled the arbitration. In a second amendment to the statement of facts, Rathborne claimed that the servitude included the original 1,041 acres, the additional 573.1 acres, and now a further 302.6 acres, for a total of 1,916.7 acres. The Parish again objected. On May 31, 2024, the arbitrator issued an opinion allowing the second amendment to the statement of facts and again rescheduled the arbitration.

On October 29, 2024, the Parish moved to strike Rathborne's amended and second-amended statements of facts, arguing: 1) expanding the servitude beyond the original 1,041 acres exceeded the arbitrator's authority; and 2) the arbitrator could not render a monetary award.¹

The arbitration hearing took place on November 5–8, 2024.² Thereafter, on March 13, 2025, the arbitrator issued a "Reasoned Award." First, the arbitrator found that paragraph 2 of the predial servitude agreement allowed Rathborne to seek compensation for additional acres beyond the original 1,041 acres, if the evidence showed that the additional acres were affected by effluent, contingent on proof of impact. With that, he noted that in 2017, Rathborne sold 1,348.313 acres, including the 573.1 acres alleged to be included within the expanded servitude claim, to the West Jefferson Levee District/U.S. Army Corps of Engineers for wetlands mitigation purposes. The arbitrator concluded that the collateral source rule was inapplicable, found no public policy warranting recovery for the previously sold 573.1 acres absent wrongdoing by the Parish, and determined that this acreage would be excluded from any award. Accepting 1,916.7 acres as the total claimed servitude area in the amendments and excluding the

¹ In brief, the Parish claims that the arbitrator never specifically ruled on its motion to strike.

² The transcript of the arbitration hearing and any materials considered by the arbitrator are not part of the record on appeal.

573.1 acres sold in 2017, the arbitrator set the compensable acreage at 1,343.6 acres.

The arbitrator also determined that he had authority to issue a monetary award, rather than only declaring the fair market value of the servitude, reasoning that otherwise the agreement's contemplated payment or credits would be frustrated where no credits were obtained and no payments were made by February 1, 2013. The fair market value was set at \$450.00/acre for 1,343.6 acres, totaling \$604,620.00 before interest. The arbitrator awarded legal interest from February 1, 2013 through March 21, 2025, and issued the reasoned award in favor of Rathborne for \$604,620.00 in fair market value plus \$367,116.00 in interest, totaling \$971,736.00, payable 60 days from the date of the award, and thereafter bearing interest at the legal rate until paid.

On April 16, 2025, the Parish filed a motion to vacate and/or modify the arbitration award, arguing that the arbitrator exceeded his powers pursuant to La. R.S. 9:4210(D) when he expanded the servitude by the additional 302.6 acres and when he determined the Parish was liable to pay the fair market value in the amount of \$604,620.00, plus interest. The Parish noted that it was not contesting the actual fair market value determination of \$450.00 per acre, but asserted that the fair market value determination is not a damages award or a money judgment; it is only a declaratory judgment.

Rathborne filed an opposition to the Parish's motion and a motion to confirm the arbitration award pursuant to La. R.S. 9:4209.

Both motions came before the trial court for a hearing on July 17, 2025. After considering the record and arguments, the trial court granted each motion in part and denied each motion in part. Specifically, on August 11, 2025, the trial court signed a written judgment:

- confirming the arbitrator's authority to allow expansion of the servitude beyond 1,041 acres;
- vacating the arbitrator's ruling that he had authority to render a monetary award to Rathborne;

- confirming the denial of compensation for 573.1 acres affected by effluent discharge because Rathborne had sold that property to the West Jefferson Levee District;
- confirming that the servitude covers 1,343.6 acres, consisting of the original 1,041 acres plus 302.6 additional acres affected by the discharge;
- confirming valuations of \$900.00 per acre before the servitude and \$450.00 per acre after the servitude, awarding \$450.00 per acre for the servitude;
- confirming the fair market value of the servitude at \$604,620.00;
- vacating the arbitrator’s authority to award legal interest; and
- confirming the denial of attorney’s fees and costs.

Finally, the trial court deemed its decision a declaratory judgment that the fair market value of the servitude is \$604,620.00 and designated the ruling as final and appealable.

This appeal followed. On appeal, the Parish argues the trial court committed reversible legal error by failing to vacate the portion of the arbitration award that expanded the effluent predial servitude by 302.6 acres. The Parish maintains the arbitrator exceeded his powers under La. R.S. 9:4210(D) by deciding whether additional land was “affected” and by ordering the expansion. The Parish contends that the “sole issue” to be determined under the December 9, 2020 arbitration agreement—which specifically narrowly limited the arbitrator’s authority—was a determination of the fair market value of the 1,041-acre effluent servitude, owed pursuant to the predial servitude agreement. The Parish contends the trial court correctly vacated the arbitrator’s monetary award and interest as beyond a declaratory valuation, but erred by not applying the same limitation to vacate the servitude expansion. It urges this Court to affirm the declaratory nature of the award, vacate the expansion, and limit the fair market value finding of \$450.00 per acre to the original 1,041 acres.

Rathborne answered the appeal and asks that the trial court’s judgment be modified or reversed and that the reasoned award be confirmed in full, including \$604,620.00 in compensation plus \$367,116.00 in pre-award interest and continuing legal interest.

Rathborne maintains that it was always intended that the arbitrator was to resolve all aspects of the claim for compensation, and the provisions of the arbitration agreement should be generously construed within the full context of the compensation section of the servitude agreement. Finally, Rathborne argues that any doubt should be resolved in favor of arbitration.

LAW AND ANALYSIS

The purpose of arbitration is to allow parties to achieve speedy settlement of their differences out of court. *Prasad v. Bullard*, 10-291 (La. App. 5 Cir. 10/12/10), 51 So.3d 35, 38. There is a strong presumption in favor of arbitration. *Aguillard v. Auction Management Corp.*, 04-2804 (La. 6/29/05), 908 So.2d 1, 25. Because of the strong public policy favoring arbitration, arbitration awards are presumed to be valid. *Crescent Property Partners, LLC v. American Manufacturers Mutual Insurance Company*, 14-0969, 14-0973 (La. 1/28/15), 158 So.3d 798, 803. An award may be challenged only on statutory grounds. *Id.* The burden of proof is on the party attacking the award. *Id.* at 804.

Pursuant to the Louisiana Arbitration Law, La. R.S. 9:4201, *et seq.*, a party to an arbitration proceeding may, within one year after the award is made, apply to the trial court for confirmation of the award, and the court must confirm the award unless the award is vacated, modified, or corrected. La. R.S. 9:4209; *Crescent Prop. Partners*, 158 So.3d at 802–03. La. R.S. 9:4210 sets out the four exclusive grounds for vacating an award and provides, in pertinent part:

In any of the following cases the court in and for the parish wherein the award was made shall issue an order vacating the award upon the application of any party to the arbitration.

- A. Where the award was procured by corruption, fraud, or undue means.
- B. Where there was evident partiality or corruption on the part of the arbitrators or any of them.
- C. Where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient

cause shown, or in refusing to hear evidence pertinent and material to the controversy, or of any other misbehavior by which the rights of any party have been prejudiced.

D. Where the arbitrators exceeded their powers or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

Pursuant to La. R.S. 9:4210(D), a court may issue an order vacating an arbitration award where the arbitrator exceeded its powers. *KeyClick Outsourcing, Inc. v. Ochsner Health Plan, Inc.*, 06-359 (La. App. 5 Cir. 10/31/06), 946 So.2d 174, 178, *writ denied*, 06-2812 (La. 1/26/07), 948 So.2d 175. The agreement that provides for arbitration is the source of the arbitrator's powers. *Id.* Arbitrators derive their authority to resolve disputes only because the parties have agreed in advance to submit such grievances to arbitration. *Prasad*, 51 So.3d at 39; *AT & T Technologies, Inc. v. Communications Workers of America*, 475 U.S. 643, 648–49, 106 S.Ct. 1415, 89 L.Ed.2d 648 (1986).

Although consideration of testimony and exhibits not admitted into evidence was not assigned as an error in this case, the Supreme Court and this Court have routinely held that appellate courts may not consider exhibits not properly admitted into evidence. *Quinn v. La. Citizens Prop. Ins. Corp.*, 12-152 (La. 11/2/12), 118 So.3d 1011; *Smith v. St. John the Baptist Par.*, 24-491 (La. App. 5 Cir. 4/30/25), 412 So.3d 1122, 1129. Exhibits and attachments not properly and officially offered, introduced, and admitted into evidence cannot be considered, even if physically filed into the record. *Denoux v. Vessel Mgmt., Servs., Inc.*, 07-2143 (La. 5/21/08), 983 So.2d 84, 88; *Successions of Cotaya*, 24-39 (La. App. 5 Cir. 12/5/24), 409 So.3d 866, 871. Documents attached to memorandums do not constitute evidence and cannot be considered as such on appeal. *Bufkin v. Motwani*, 24-272 (La. App. 5 Cir. 2/19/25), 406 So.3d 629, 633. Appellate courts are courts of record and may not review evidence that is not in the appellate record, or receive new evidence. La. C.C.P. art. 2164.

Having realized after oral argument in this appeal that the trial court reviewed and relied on exhibits that were not properly introduced

into evidence at the hearing on the motions in rendering its decision herein, both Rathborne and the Parish urge this Court to rely on *Bottle Poetry, LLC v. Doyle Rest. Grp. Franchise Co., LLC*, 13-0406 (La. App. 4 Cir. 1/15/14), 133 So.3d 60, *writ denied*, 14-0335 (La. 4/11/14), 138 So.3d 606, as persuasive authority for their arguments that attaching documents to their memorandums in support of and in opposition to the arbitrator's award meets the requirements of La. R.S. 9:4214.³ Thus, they assert there is no need to vacate the judgment under review and remand the matter to the trial court for further proceedings. We disagree.

In *Bottle Poetry*, the defendant appealed a judgment which confirmed an arbitration award and denied the defendant's exception of lack of procedural capacity. The defendant argued on appeal that the arbitration award should not have been confirmed since the plaintiff did not formally introduce any exhibits into evidence. The court found that the plaintiff filed a petition to confirm and attached the arbitration award and the arbitration agreement, meeting the requirements of La. R.S. 9:4214. Accordingly, the court found that the trial court did not err in considering those documents. *Id.* at 66–67.

Upon review, we find *Bottle Poetry* to be distinguishable from the present case. Importantly, the defendant in *Bottle Poetry* did not attempt to vacate the award on any of the four exclusive grounds for vacating an award set forth in La. R.S. 9:4210. In the present case, however, confirmation of the arbitration award was opposed and challenged by the Parish on statutory grounds pursuant to La. R.S.

³ La. R.S. 9:4214 provides, in pertinent part:

Any party to a proceeding for an order confirming, modifying, or correcting an award shall, at the time the order is filed with the clerk for the entry of judgment thereon, also file the following papers with the clerk:

- (1) The agreement, the selection or appointment, if any, of an additional arbitrator or umpire, and each written extension of the time, if any, within which to make the award.
- (2) The award.
- (3) Each notice, affidavit, or other paper used upon an application to confirm, modify, or correct the award, and a copy of each order of the court upon such an application.

* * *

9:4210(D). This required the Parish—who moved to vacate the award, and who had the burden of proof at the hearing—to prove through the introduction of competent evidence that the arbitrator exceeded his powers. While both parties referenced exhibits attached to their memorandums in support of and in opposition to the arbitrator’s award, neither party introduced those exhibits into evidence at the hearing on the motions. Thus, none of the exhibits were properly introduced into evidence at the hearing, and thus, we are precluded from considering them on appeal. *See Denoux, supra*. As such, we find the trial court erred in granting in part and denying in part the motions to vacate and confirm, since it relied upon exhibits that were not properly admitted into evidence in rendering its decision. *See Bufkin*, 385 So.3d at 372; *see also Robert S. Robertson, Ltd. v. State Farm Ins. Companies/State Farm Fire & Cas. Companies*, 05-435 (La. App. 5 Cir. 1/17/06), 921 So.2d 1088, 1092. Under the circumstances presented, we are constrained to vacate the trial court’s judgment under review and remand the matter to the trial court for further proceedings.

In light of the foregoing, we pretermitt review and discussion of the merits of the parties’ arguments on appeal.

CONCLUSION AND DECREE

For the foregoing reasons, we vacate the trial court’s judgment under review and remand the matter to the trial court for further proceedings.

VACATED AND REMANDED

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
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NOTICE OF JUDGMENT AND CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE OPINION IN THE BELOW-NUMBERED MATTER HAS BEEN DELIVERED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 2-16.4 AND 2-16.5** THIS DAY **APRIL 29, 2026** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

CURTIS B. PURSELL
CLERK OF COURT

25-CA-537

E-NOTIFIED

29TH JUDICIAL DISTRICT COURT (CLERK)

HONORABLE CONNIE M. AUCOIN (DISTRICT JUDGE)

CHARLES K. CHAUVIN (APPELLANT)

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