



PLANNING AND ZONING COMMISSION STAFF REPORT

July 25, 2025

To: Planning and Zoning Commission

From: Kristin Tortorich, Planning and Zoning Director

Subject: Abita Meadows Compliance with **PUD Ordinance Sec. 9-804**

Purpose: To provide the Commission with an update on which required application checklist items have been submitted to date for the Abita Meadows Subdivision, located on Hwy. 36 in Abita Springs **specifically related to the PUD Ordinance Sec. 9-804.**

A. FINAL DETAILED PLAN

<input checked="" type="checkbox"/>	Legal description of development area	
<input checked="" type="checkbox"/>	PUD plat and subdivision plat	
	Legal description of unsubdivided use areas	Requested 7/25/2025
<input checked="" type="checkbox"/>	Building pad/setback locations	
	Required certificates, seals, and signatures	Working with Engineers
<input checked="" type="checkbox"/>	Land use tabulation (area , buildings, units, bedrooms, density)	

Available information can be viewed on Final Plat & Construction Plans

Follow Up Questions/Comments:

Where can I find legal desc. of unsubdivided use areas?

Comment: We are working with Engineers for required certificates, seals, and signatures.

B. COMMON OPEN SPACE DOCUMENTS

<input checked="" type="checkbox"/>	Legal documentation for conveyance of common open space to: <ul style="list-style-type: none"> • A municipal/public corporation, or • A nonprofit entity established by the developer • Must include guarantees approved by the town attorney ensuring permanent preservation of the open space. 	With Town Attorney for review
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Available information can be viewed on Final Plat & Construction Plans

Follow Up Questions/Comments:

Mr. Henning said, *“An example copy has been provided. The final version will be completed once plat is approved and HOA has been established. Please provide the language you refer to as “guarantees approved by town attorney” that you want included.”*

C. FINAL SYSTEMS PLAN

<input checked="" type="checkbox"/>	Sewer and water plans	42-59 Both Sewer: 4, 60 Water: 4A
<input checked="" type="checkbox"/>	Lighting plans	4C
<input checked="" type="checkbox"/>	Drainage and stormwater plans	3, 3A, 3B, 5, 6
	Road plans & traffic improvements (<i>Curbs & gutters, On-site/off-site signalization, Acceleration/deceleration lanes, Any other required transportation details</i>)	41 Harrison Ext. connection only No plans attached for improvements on Hwy. 36, turn lane etc.
<input checked="" type="checkbox"/>	Sidewalks, paths, and trails	Page 3 Sidewalks to be installed by homebuilder
	Landscaping plans (<i>Plant material, Berms, Other aesthetic elements</i>)	

Follow Up Questions/Comments:

Mr. Henning said, *“Link to Final Plat in draft form: <https://acrobat.adobe.com/id/urn:aaid:sc:US:ef9dc473-13ac-4e26-9e04-6597c0f997c1> “*

Any planned paths or trails?
Landscaping Plans?
Will there be any improvements or turn lane added on Hwy 36? If yes, where are the plans?

D. CONSTRUCTION PLANS

<input checked="" type="checkbox"/>	Detailed plans for buildings, landscaping, lakes, and other site improvements.	
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Follow Up Questions/Comments:

Mr. Henning said, *“See link to Final Systems Plan. No buildings are included, but all other aspects are.”*

E. CONSTRUCTION SCHEDULE

<input checked="" type="checkbox"/>	A final construction schedule for the specific phase/portion of the PUD being approved.	Pg. 1
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Follow Up Questions/Comments:

Mr. Henning said, *“Development schedule is on the Title Sheet of the plans in the Final Systems Plan link. While the dates are old, the schedule logic is valid. These cannot be reasonably updated until the first phase of the development is approved.”*

DEVELOPMENT SCHEDULE:	
PHASE 1 CONTAINS 27.2 ACRES.	CONSTRUCTION IS ANTICIPATED TO START IN 2018.
PHASE 2 CONTAINS 24.7 ACRES.	CONSTRUCTION IS ANTICIPATED TO START IN 2021.
PHASE 3 CONTAINS 6.8 ACRES.	CONSTRUCTION IS ANTICIPATED TO START IN 2024.
PHASE 4 CONTAINS 57.3 ACRES.	CONSTRUCTION IS ANTICIPATED TO START IN 2027.
PHASE 5 CONTAINS 5.1 ACRES.	CONSTRUCTION IS ANTICIPATED TO START IN 2030.
PHASE 6 CONTAINS 11.8 ACRES.	CONSTRUCTION IS ANTICIPATED TO START IN 2033.
THE ADDITIONAL 30.2 ACRES (LOTS 317-390 AND TRACT CA-6) SHALL BE CONSTRUCTED UPON ISSUANCE OF A UNITES STATES ARMY CORP. OF ENGINEERS 404 WETLANDS PERMIT.	

F. GUARANTEE DEPOSIT

<input checked="" type="checkbox"/>	15% deposit or approved bond/letter of credit.	
Follow Up Questions/Comments: Mr. Henning said, <i>“Not applicable since improvements were constructed.”</i>		

G. DELINQUENT TAXES CERTIFICATE

<input checked="" type="checkbox"/>	Certificate of no delinquent taxes or liens	
Follow Up Questions/Comments: Mr. Henning said, <i>“Attached”</i>		

H. COVENANTS

<input checked="" type="checkbox"/>	Must be approved by the Town. Must be recorded concurrently with the final plat.	
Follow Up Questions/Comments: Mr. Henning said, <i>“A preliminary set of subdivision restrictions is attached.”</i>		

As of today, Friday, July 25, 2025, 5 of the total required checklist items are outstanding or in review. We are also awaiting final engineer review by town engineers. Staff is continuing to follow up with the applicant on the remaining documents and will provide a full review once all items are reviewed.

Please let us know if the Commission would like to request any additional documentation or clarification.

49 of way of La Hwy 36 a distance of 930.48' to a point and corner being the POINT OF
50 BEGINNING; thence proceed S54°23'00"E along the southerly right of way of La Hwy
51 36 a distance of 793.67' to a point and corner marked by a found ½" iron rod; thence
52 proceed S0°00'32"W a distance of 1662.18' to a point and corner marked by a found ½"
53 iron rod; thence proceed S89°57'34"E a distance of 603.95' to a point and corner marked
54 by a found ½" iron rod; thence proceed S0°12'55"E a distance of 536.67' to a point and
55 corner marked by a found ½" iron rod; thence proceed S0°25'50"E a distance of 1302.98'
56 to a point and corner marked by a found wood stob; thence proceed N89°52'01"W a
57 distance of 1343.63' to a point and corner marked by a found wood stob; thence proceed
58 N0°12'16"W a distance 1304.70' to a point and corner marked by a found ½" iron pipe;
59 thence proceed S89°27'07"W a distance of 197.35' to a point and corner marked by a
60 found ¾" iron pipe; thence proceed S89°44'46"W a distance of 1010.00' to a point and
61 corner marked by a found ¾" iron pipe; thence proceed N88°51'38"W a distance of
62 1012.97' to a point and corner marked by a found ¾" iron pipe; thence proceed
63 N0°05'50"E a distance of 1306.36' to a point and corner marked by a found ½" iron pipe;
64 thence proceed S89°47'12"E a distance of 1007.56' to a point and corner marked by a
65 found ½" iron pipe; thence proceed S89°44'10"E a distance of 541.54" to a point and
66 corner marked by a found ½" iron pipe; thence proceed N0°00'04"W a distance of 481.61'
67 to a point and corner marked by a set ½" iron pipe; thence proceed N58°33'41"E a
68 distance of 92.91' to a point and corner marked by a set ½" iron pipe; thence proceed
69 N56°16'57"E a distance of 143.18' to a point and corner marked by a set ½" iron pipe;
70 thence proceed N48°51'58"E a distance of 143.34' to a point and corner marked by a set
71 ½" iron pipe; thence proceed N41°46'00"E a distance of 186.43' to a point and corner
72 marked by a set ½" iron pipe; thence proceed N29°58'27"E a distance of 238.81' to a
73 point and corner marked by a set ½" iron pipe; thence proceed N35°11'24"E a distance of
74 358.46' to a point and corner being the POINT OF BEGINNING.

75 Said Tract containing 167.79± acres.

76
77 **WHEREAS**, the Developer proposes a high-quality planned unit development, with
78 appropriate restrictive covenants to assist in the control of land use;

79 **WHEREAS**, Abita Springs and the Developer desire to enter into a development
80 agreement pursuant to LSA R.S. 33:4780.21, et seq., in which the Appearers shall share in the
81 obligations, burdens and benefits in connection with the development of the Property in the
82 corporate limits of Abita Springs and agree to certain land use and development issues, as their
83 interests may appear;

84 **WHEREAS**, in consideration of the terms, provisions and agreements contained herein,
85 the Appearers agree to the various issues, considerations, concessions and obligations contained

86 in this agreement as part of a comprehensive zoning and subdivision development agreement
87 among the Appearers, which shall be binding upon the Appearers, as their interests may appear;

88 **NOW THEREFORE**, for the uses, purposes, considerations and agreements contained
89 herein, the Appearers do contract and agree as follows:

90 **1. Zoning.**

91 1.1 Subject to the applicable approvals from the Abita Springs Planning and Zoning
92 Commission and Board of Aldermen, the Appearers intend for the Property to be rezoned under
93 the current Zoning Ordinance of Abita Springs as a Planned Unit Development (“PUD”),
94 containing the conditions and characteristics set forth in Section 1.2 hereinafter.

95 1.2 Subject to the applicable approvals from the Abita Springs Planning and Zoning
96 Commission and Board of Alderman, the Appearers intend for the PUD to include and incorporate
97 the uses, density, greenspace, recreation facilities, maximum building heights, design standards
98 (including setbacks and road rights of way) and covenants set forth on the PUD plan which is
99 attached hereto as Exhibit “A”. The PUD and the development thereof by the Developer, shall
100 also be subject to the following conditions:

101 1.2.1 The Historic District requirements of Abita Springs shall not apply to the
102 residential portions of the PUD. However, Developer and/or the builder of the
103 homes in the PUD which front on Harrison Avenue (the “HA Homes”) agree to
104 cooperate with the Historic Committee of Abita Springs (although Historic
105 Committee approvals are not required) in developing an aesthetically pleasing
106 streetscape along Harrison Avenue, and in this regard will incorporate the following
107 characteristics into the HA Homes, to wit: painted brick, weatherboard siding,
108 boston gables, front porches, a particular roof pitch and only limited use of brick
109 and stucco on the front facade. Developer will also require that the builder of each
110 of the HA Homes plant an oak tree in the front of each HA Homes.

111 1.2.2 The Historic District requirements of Abita Springs shall apply to the
112 commercial portions of the PUD.

113 1.2.3 Central sewerage, water, natural gas and garbage, shall be provided by
114 Abita Springs to the Property as provided by the provisions of Section 2 hereinafter.

115 1.2.4 The drainage system for the PUD shall be designed and constructed for a
116 10-year storm event. There shall be no negative impact on the drainage of the
117 surrounding properties caused by the development. Furthermore, Developer shall
118 not be required to pay any drainage impact fee to Abita Springs.

119 1.2.5 The tree removal/clearing fees of Abita Springs shall not apply to the PUD
120 or the Property.

121 1.2.6 No building or dwelling for residential or business purposes shall exceed
122 thirty-five (35') feet in height above the natural grade of the Property at the location
123 of the structure or the FEMA base flood elevation, whichever is higher.

124 As well as such other terms and conditions as provided for by the laws and ordinances of the Abita
125 Springs and/or as reasonably approved by both the Abita Springs Planning & Zoning Commission
126 and/or the Abita Springs Board of Aldermen, which are not inconsistent with the foregoing.

127 **2. Utility Services.**

128 2.1 Abita Springs shall provide an adequate capacity for sewerage, water, garbage and
129 natural gas services to the Property based on maximum utilization as set forth on the PUD plan
130 referenced in Section 1.2 above and the connection point for sewer and water service shall be
131 available at the following locations, to wit:

132 2.1.1 For sewer service the connection point (the "Sewer Connection Point") shall
133 be the existing manhole located at the intersection of St. James and 6th Street.
134 Developer, at its cost will prepare the plans and specifications for and install, at its
135 cost and expense, an eight (8") inch sewer force main to connect the Property to
136 Abita Springs' sewer system at the Sewer Connection Point. In addition, Developer,
137 at its cost, will also install a twelve (12") inch sewer force main from Abita Springs'
138 existing lift station located at Pearl Street (the "Pearl Street Lift Station") to Abita
139 Springs' sewer treatment plant as per the plans and specifications provided by Abita
140 Springs. Abita Springs, at its cost, will make any and all required upgrades to the
141 Pearl Street Lift Station to accommodate the flows from the PUD. Finally,
142 Developer, at its cost, will install all necessary sewer lines and lift station(s) within
143 the Property, pursuant to the PUD plan, so that Abita Springs can provide sewer
144 service to all residents and businesses therein. Developer shall obtain the approval

145 from the Abita Spring's engineer of the plans and specifications (including the
146 diameter of the force main) prior to the installation being commenced; and
147 2.1.2 For water service the connection point (the "Water Connection Point") shall
148 be along the south side of the Louisiana 36 right of way, west of the Property, in
149 front of the property currently owned by the Louisiana Department of
150 Transportation and Development. Abita Springs shall extend water service to the
151 Water Connection Point at its expense provided, however, Developer shall remit
152 the sum of (\$15,000.00) to Abita Springs so that Abita Springs can increase with
153 width of the water main at the Water Connection Point to ten (10") inches.
154 Developer, at its cost, will prepare the plans and specifications for and install, at its
155 cost and expense, a water main (not to exceed 10" in diameter) to connect the
156 Property to Abita Springs' water system at the Water Connection Point. Developer,
157 at its cost, will install all necessary water lines within the Property, pursuant to the
158 plan for the PUD, so that Abita Springs can provide water service to all residents
159 and businesses therein. Developer shall obtain the approval from the Abita Spring's
160 engineer of the plans and specifications (including the diameter of the water main)
161 prior to the installation being commenced.

162 2.2 Developer shall connect to and otherwise utilize the sewer, water garbage and
163 natural gas services provided by Abita Springs. Furthermore, Developer agrees that ninety (90%)
164 percent of the homes constructed within the PUD will be built with a natural gas heating and hot
165 water system.

166 2.3 Abita Springs, at its cost and expense, will extend its existing natural gas line to
167 Property line at location(s) identified by the Developer.

168 2.4 Developer, at its cost, will connect to Abita Spring's natural gas line to be located
169 at the site selected pursuant to Section 2.3 above and will install the necessary lines within the
170 Property along all street right-of-ways so that Abita Springs can provide natural gas services to all
171 residents and business therein. Such installation shall be performed by an Abita Springs certified
172 contractor.

173 2.5 Abita Springs hereby waives its natural gas infrastructure fee of \$800 per home
174 and/or business constructed within the Property.

175 2.6 Abita Springs shall provide extension of the natural gas line from the street to the
176 customer and install meter. It shall not be the responsibility of Abita Springs to connect the gas
177 line to the customer's building. Abita Springs shall also charge and collect a \$450.00 natural gas
178 connection fee.

179 2.7 Upon the homeowner or builder pulling a building permit for the construction of a
180 home within the Property, Abita Springs will charge the homeowner or builder the following fees:

- 181 A. \$500.00 water connection fee
- 182 B. \$800.00 water capacity fee
- 183 C. \$600.00 sewer connection fee
- 184 D. \$900.00 sewer capacity fee
- 185 E. \$450.00 gas connection fee
- 186 F. applicable building permit and inspection fees

187 2.8 Notwithstanding the foregoing, Abita Springs agrees to waive the above referenced
188 water connection fee if Developer or builder were to make the water line connection for any given
189 home and install the necessary water meter (per the specifications of Abita Springs). In this event,
190 Abita Springs shall be entitled to collect from the builder a \$40.00 water inspection fee.

191 2.9 Likewise, notwithstanding the foregoing, Abita Springs agrees to waive the above
192 referenced sewer connection fee if Developer or builder were to make the sewer line connection
193 for any given home. In this event, Abita Springs shall be entitled to collect from the builder a
194 \$40.00 sewer connection inspection fee.

195 2.10 All necessary permits from the Louisiana Department of Transportation and/or the
196 Louisiana Department of Health and Hospitals for sewerage and water line extensions to the
197 Property shall be made in the name of Abita Springs but shall be prepared and processed by
198 Developer's engineer. Abita Springs shall cooperate and assist Developer in obtaining any such
199 permits for the sewerage and water line extensions. Furthermore, Abita Springs shall cooperate
200 and assist the Developer with regards to any sewerage and water line extensions that must take
201 place within the rights of way of Abita Springs.

202 **3. Fees for Subdivision and Re-Subdivision Approval(s).**

203 3.1 In addition to those fees and charges set forth herein, Developer shall also be subject
204 to the standard applicable fees charged by Abita Springs as provided by the ordinances and
205 subdivision regulations of the Town of Abita Springs. Those fees are set forth on the flow chart
206 which is attached hereto and made a part hereof.

207 **4. Driveway Permit(s).**

209 4.1 Abita Springs shall cooperate and support Developer in obtaining driveway
210 permit(s) from the Louisiana Department of Transportation for driveways off of Louisiana
211 Highway 36. The driveway permits referenced in this Section 4.1 shall be for the driveways shown
212 on the PUD plan which is ultimately approved by Abita Springs through its Planning and Zoning
213 Commission and/or Board of Alderman.

214 4.2 Any and all upgrades or improvements to Louisiana Highway 36 resulting solely
215 from the development of the PUD shall be the responsibility of the Developer. However, the
216 Developer shall not be responsible for any upgrades or improvements to Louisiana Highway 36
217 resulting from or necessitated by the fact that Harrison Street will ultimately make the connection
218 between Louisiana Highway 36 and Louisiana Highway 59.

219 **5. Streets; Dedications; Abita Springs Services; Streetlights.**

220 5.1 The Developer, upon being issued final subdivision approval for the first phase of
221 the PUD by Abita Springs, shall transfer to Abita Springs via donation, dedication or other
222 conveyance, that portion of the proposed Harrison Avenue right of way which has been
223 constructed by Developer and within the boundaries of phase one of the PUD. Simultaneous with
224 the foregoing, Developer shall grant, or cause to be granted to Abita Springs, an access servitude
225 over and upon all of the remaining unconstructed portion of the Harrison Avenue right of way
226 which is within the boundaries of the Property. Thereafter, upon the final subdivision approval of
227 each phase of the PUD by Abita Springs, Developer shall dedicate those portions of the Harrison
228 Avenue right of way to Abita Springs which are within the phase being approved. The portions
229 of the right of way to be dedicated by Developer to Abita Springs pursuant to the Section 5.1 shall
230 be identified on each final subdivision plat for the PUD. The Developer shall also install a five
231 (5') wide sidewalk/bike path within the Harrison Street right of way, on its north/west side. The
232 construction of Harrison Avenue shall be completed on a phased basis and in accordance with the
233 build out of the infrastructure for the PUD. Developer shall construct Harrison Avenue to the
234 boundary of the 30.2 acre parcel described above upon completion of the infrastructure for phase
235 2 of the PUD. Thereafter, Developer shall complete the construction Harrison Avenue through
236 the 30.2 acre parcel within eighteen (18) months of the issuance of a United States Army Corp. of
237 Engineers 404 Wetlands permit authorizing the construction of the street through the 30.2 acre
238 parcel. Developer agrees to cooperate with the efforts of St. Tammany Parish, Abita Springs or

239 other interested parties in the procurement of the 404 Permit referenced above. Harrison Avenue
240 shall be constructed with a hard surface according to design approved by the Town of Abita
241 Springs.

242 5.2 The Developer shall provide subdivision improvements and appropriate
243 landscaping under the provisions of the PUD classification in the Abita Springs Zoning Ordinance.
244 A homeowners association shall be established by the Developer, with all commercially reasonable
245 terms and provisions to assure the association's viability, and its ability to govern the use of the
246 common areas of the Property in accordance with the terms and conditions of this Agreement.

247 5.3 Abita Springs shall provide normal and customary traffic enforcement, police
248 protection, city maintenance, and available garbage services to the Property. Furthermore, Abita
249 Springs shall run and provide natural gas (at its cost) to the Property within 30 days after final
250 subdivision approval by Abita Springs for phase 1 of the PUD.

251 5.4 Developer shall plan for and construct street lights and fire hydrants within the
252 Property according to plans and specifications prepared by Developer's engineer and approved by
253 Abita Springs, which approval shall not be unreasonable withheld. The street lights within the
254 Property on public roadways shall be maintained and operated by Abita Springs under agreements
255 between Abita Springs and the applicable electric power company for the maintenance and
256 operation of street lighting. The Developer shall provide a mechanism for the payment of the
257 utility costs for the lighting. Abita Springs shall not be responsible for these costs.

258 **6. Review and Inspection Fees.**

259 6.1 The design and construction of all sewerage, water, drainage and street
260 infrastructure improvements shall be reviewed, inspected and approved by Abita Springs's
261 engineer based on the existing and established rules and regulations for Abita Springs. The initial
262 review by the Abita Springs engineer along with all subsequent reviews and inspections shall be
263 billed to the Developer at customary rates.

264 6.2 All streets including Harrison Avenue, water service, sewer service and drainage
265 improvements, except detention ponds, which shall be the responsibility of the Homeowner's
266 Association, shall be accepted into the maintenance system of Abita Springs under the following
267 terms and conditions.

268 6.2.1. All shall be designed, constructed, reviewed, inspected and approved in
269 accordance with this agreement and the ordinances and subdivision regulations of
270 Abita Springs.

271 6.2.2. All shall be dedicated by Developer pursuant to documents approved by the
272 Abita Springs attorney and upon final subdivision approval for the phase of the
273 PUD wherein the improvements are located.

274 6.2.3 The Developer shall provide a warranty bond in form and substance
275 approved by the attorney for Abita Springs for the maintenance and repair of any
276 defects for a period of one (1) year from the date of final acceptance of the work
277 (final approval of the applicable phase of the PUD) by Abita Springs (the "Warranty
278 Period") and the cure period referenced below in Section 6.2.4.

279 6.2.4 Any defects found by the inspectors for Abita Springs of any improvements
280 during the Warranty Period must be cured within one hundred eighty (180) days of
281 Abita Spring's giving notice of such defect to the Developer (the "cure period").

282 6.2.5 Notwithstanding that the infrastructure for each phase of the PUD is to be
283 accepted into the Abita Springs maintenance system upon completion pursuant to
284 this Section 6.2, until such time as seventy-five (75%) percent of the homes within
285 any given phase of the PUD have received a certificate of occupancy from Abita
286 Springs (the "Warranty Release Point"), Developer or its designee shall maintain
287 in full force and effect and in favor of Abita Springs a warranty bond, in the amount
288 of \$ 25,000.00. This warranty bond shall secure Developer's obligation to repair
289 any damages to the roads within the applicable phase of the PUD, caused by the
290 home construction process, up and until the applicable phase has reached the
291 Warranty Release Point. Once any phase within the PUD has reached the Warranty
292 Release Point, any further repairs to the roads within that phase shall be the sole
293 responsibility of Abita Springs and the warranty bond referenced above shall no
294 longer apply to that particular phase.

295 **7. Annual Review.**

296 7.1 In accordance with LSA R.S. 33:4780.23, Abita Springs shall annually review the
297 Developer's compliance with this agreement following notice to the Developer. Unless otherwise

298 specified in this Agreement, the permitted use and density within the Property and such other
299 zoning matters shall be in accordance with the PUD and the provisions of the Abita Springs Zoning
300 Ordinance not in conflict with this Agreement.

301 7.2 In accordance with the annual review provided for in Section 7.1 above, Abita
302 Springs, during such process, shall review the pace and status of the build-out of the PUD by
303 Developer given the current market conditions in and around western St. Tammany Parish and the
304 Town of Abita Springs.

305 **8. Notices.**

306 8.1 All notices, requests and demands required or permitted to be made hereunder, shall
307 be in writing and sent: (i) by Certified or Registered Mail, U.S. mail, postage prepaid, return receipt
308 requested, or (ii) by express courier or delivery service (provided the same shall provide dated
309 evidence of delivery), or (iii) by email transmission, and shall be considered given or made three
310 (3) working days after mailing if sent by mail, or one (1) working day after consignment to an
311 express carrier or delivery service, or on the same day if made by facsimile transmission, and shall
312 be directed as follows:

313 To Developer: Lonesome Development, L.L.C.
314 Post Office Box 67
315 Mandeville, Louisiana 70470
316

317 with a copy to: Paul J. Mayronne
318 P.O. Box 1810
319 Covington, LA 70434
320

321 To Abita Springs: Town of Abita Springs
322 22161 Level Street
323 Abita Springs, LA 70420
324

325 with a copy to: Edward J. Deano
326 895 Park Avenue
327 Mandeville, LA 70448
328

329 Appearers may change the names and/or addresses of the persons to be notified upon
330 written notice to the other.

331 **9. Captions; Headings.**

332 9.1 The section headings or captions appearing in this agreement are for convenience
333 and direction only, and are not a part of this agreement and are not to be considered in interpreting
334 this agreement.

335 **10. Entire Contract; Modification; Assignment.**

336 10.1 This written agreement constitutes the entire and complete agreement among the
337 Appearers hereto and supersedes any prior oral or written agreements, letters or correspondence
338 between the Appearers. It is expressly agreed that there are no verbal understandings or agreements
339 which in any way change the terms, covenants and conditions herein set forth, and that no
340 modification of this agreement, no waiver of any of its terms and conditions shall be effective
341 unless made in writing and duly executed by the Appearers hereto.

342 10.2 This Agreement may be assigned in whole or in part by Developer with the written
343 consent of Abita Springs, which consent shall not be unreasonably withheld, conditioned or
344 delayed. Notwithstanding the foregoing, the consent of Abita Springs shall not be required if such
345 assignment shall be to an entity owned or controlled by Developer or the principals of Developer,
346 in whole or part, or to Abita Meadows, L.L.C. so long as Abita Meadows, L.L.C. owns any portion
347 of the Property.

348 **11. Warranties; No Presumption; Interests of the Parties; Ordinance; Vested Rights.**

349 11.1 All covenants, agreements, warranties, representations, provisions of this
350 agreement shall run with and be binding upon the Property and be binding upon and inure to the
351 benefit of the Appearers hereto and their respective heirs, executors, administrators,
352 representatives and successors and permitted assigns. The Appearers have had the opportunity for
353 advice of counsel and for review, modification and revision of this agreement, and therefore no
354 presumption shall arise in favor of or against any of the Appearers which relates to an Appearer,
355 entity or attorney preparing this agreement.

356 11.2 The Appearers acknowledge that this Agreement constitutes a Development
357 Agreement between Abita Springs and the Developer, and that all of these sections and agreements
358 between Appearers have been consolidated into one document for the convenience of the
359 Appearers.

360 11.3 All references herein to the Abita Springs Zoning Ordinance as well as any other Abita
361 Springs Ordinance shall refer to same in its current form, and any subsequent amendment(s) which
362 conflict with the terms and conditions herein shall not be applicable nor affect this agreement. The
363 rights of the Parties with regard to this Development Agreement are fully vested as of the execution
364 hereof by both parties.

365 **12. Term; Time.**

366 12.1 This Agreement shall continue in full force and effect for a period of twenty-five
367 (25) years from the effective date hereof and shall automatically renew thereafter for successive
368 fifteen (15) year periods unless terminated by mutual written consent of the parties or their
369 assignees. This Agreement may be amended or canceled in whole or in part, but only by mutual
370 written consent of all the parties to this Agreement or their successors in interest.

371 12.2 Time is of the essence of this contract and the performance of the terms and
372 conditions hereof shall be held in strict accordance with the times and dates specified herein.

373 **13. Severability.**

374 13.1 If any of the terms or conditions of this agreement shall for any reason be held to
375 be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability
376 shall not affect the other terms and conditions hereof, and the terms and conditions hereof shall
377 thereafter be construed as if such invalid, illegal or unenforceable terms or conditions had never
378 been contained herein.

379 **14. Remedies.**

380 14.1 In the event of dispute herein, the parties hereto declare that the 22nd Judicial
381 District Court for St. Tammany Parish shall be the sole and exclusive venue and jurisdiction for
382 all litigation herein.

383 14.2 The successful litigant, after final and non-appealable judgment, shall be entitled to
384 the recovery of all reasonable attorneys fees and costs from the party in default herein.

385 14.3 Any party seeking enforcement of the terms and conditions of this Agreement shall
386 be entitled to seek specific performance, injunctive relief, and/or monetary damages as
387 independent and/or cumulative remedies.

[Remainder of This Page Left Blank]

[Signatures on Following Page]

388 **THUS DONE AND SIGNED** this 18th day of January, 2018.

389

390 **WITNESSES:**

LONESOME DEVELOPMENT, L.L.C.
("Developer")

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THUS DONE AND SIGNED this 18th day of January, 2018.

411 **WITNESSES:**

TOWN OF ABITA SPRINGS ("Abita Springs")

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NOW INTERVENING into this agreement is Abita Meadows, LLC, represented herein by its duly authorized member, who declared that it is the current owner of the Property described herein and that in consideration of the benefits that will inure to it by virtue of this agreement hereby contracts, obligates and binds the Property to the terms contained herein.

433 **WITNESSES:**

ABITA MEADOWS, L.L.C. ("Intervenor")

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Rachel L. Miller
Rachel L. Miller

By: Kelly J. McHugh
Kelly J. McHugh, Member

Michelle N. Scott
Michelle N. Scott

[Signature]
NOTARY PUBLIC