

# Town of Abita Springs

TOWN CLERK/  
CLERK OF COURT  
KATHY ARMAND  
  
FINANCIAL DIRECTOR  
NIKI MENDOW  
  
INTERGOVERNMENTAL AFFAIRS  
LEANNE SCHAEFER  
  
ATTORNEY  
EDWARD DEANO  
  
CERTIFIED BUILDING OFFICIAL  
DAVID CHATELAIN  
  
PUBLIC WORKS DIRECTOR  
JOHNNY CLAY  
  
PUBLIC WORKS CLERK  
KRISTIN TORTORICH



MAYOR  
GREG LEMONS

ALDERMEN  
GINA KILPATRICK HARPER  
(MAYOR PRO-TEM)  
  
PATRICK BERRIGAN  
DANIEL J. CURTIS  
RYAN MURPHY  
LESLIE BLITCH WELLIVER  
  
UTILITY MANAGER  
DEBRA MACLEAN  
  
UTILITY CLERK II  
LINDA MEENER  
  
PLANNING & ZONING DIRECTOR  
CINDY CHATELAIN  
  
TOWN MARSHAL  
MIKE SLENNER

## ORDINANCE #481

### AN ORDINANCE OF THE TOWN OF ABITA SPRINGS RELATIVE TO THE APPROVAL OF A DEVELOPMENTAL AGREEMENT BETWEEN LONESOME DEVELOPMENT, LLC AND ABITA MEADOWS, LLC., AND THE TOWN OF ABITA SPRINGS AND TO PROVIDE FOR RELATED MATTERS

**BE IT ORDAINED** that the Developmental Agreement, as shown as Exhibit B attached and made a part of this ordinance, between Lonesome Development, L.L.C. and Abita Meadows, L.L.C., and The Town of Abita Springs is hereby approved by the Board of Aldermen of the Town of Abita Springs.

**BE IT FURTHER ORDAINED** that the Mayor of the Town of Abita Springs, the Honorable Greg Lemons is authorized to execute that Development Agreement mentioned above and any and all documents necessary and proper in furtherance of said Developmental Agreement.

Ordinance introduced on motion of Alderman Berrigan, seconded by Alderman Murphy on 18<sup>th</sup> day of July 2017.

Ordinance adopted on motion of Alderman Murphy, and seconded by Alderman Curtis on 15<sup>th</sup> day of August 2017.

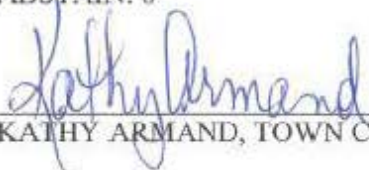
Vote was:

YEAS: 5 Aldermen Berrigan, Curtis, Kilpatrick-Harper, Murphy, and Blitch Welliver

NAYS: 0

ABSENT: 0

ABSTAIN: 0

  
KATHY ARMAND, TOWN CLERK

  
GREG LEMONS, MAYOR

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6 **DEVELOPMENT AGREEMENT**

**UNITED STATES OF AMERICA**

7  
8 **BY: LONESOME DEVELOPMENT, LLC**

**STATE OF LOUISIANA**

9  
10 **AND: TOWN OF ABITA SPRINGS**

**PARISH OF ST. TAMMANY**

11  
12  
13 **BE IT KNOWN** that on the dates specified hereinbelow, before the undersigned notaries,  
14 personally came and appeared and entered into this agreement ("Agreement"):

15 **LONESOME DEVELOPMENT, L.L.C.**, a Louisiana Limited Liability  
16 Company domiciled in St. Tammany Parish, its mailing address being Post Office  
17 Box 67, Mandeville, Louisiana, 70470, represented herein by its \_\_\_\_\_,  
18 \_\_\_\_\_, hereinafter collectively referred to as  
19 "**Developer**"; and

20  
21 **AND**

22  
23 **TOWN OF ABITA SPRINGS**, a municipal corporation, organized and existing  
24 under the laws of the State of Louisiana, herein represented by Mayor Greg  
25 Lemons, pursuant to authority granted by Resolution No. \_\_\_\_\_, adopted by the  
26 Board of Aldermen for the Town of Abita Springs on \_\_\_\_\_, a copy of  
27 which is annexed hereto, its mailing address being 22161 Level Street, Abita  
28 Springs, Louisiana, 70420, hereinafter referred to as "**Abita Springs**";

29  
30 (collectively the Developer and Abita Springs are referred to as "**Apparers**" and  
31 individually as "**Apparer**"),

32  
33 who declared as follows:

34  
35 **WHEREAS**, Developer and/or the owner of the subject property proposes to develop  
36 approximately 137.04 acres of land located in Sections 5 and 8, Township 7 South, Range 12 East,  
37 Abita Springs, in St. Tammany Parish, Louisiana as a planned unit development with single-family  
38 residential, commercial and civic uses, hereinafter referred to as the "**Property**", more particularly  
39 described below:

40 A certain parcel of land situated in Sections 5 and 8, Township 7 South, Range 12 East, St.  
41 Tammany Parish, Louisiana and more fully described as follows:

42  
43 Commence at the Section Corner common to Sections 5, 6, 7 and 8, Township 7 South,  
44 Range 12 East and measure South 89 degrees 30 minutes 00 seconds East a distance of  
45 2,010.00 feet to the POINT OF BEGINNING.

46  
47 From the POINT OF BEGINNING run NORTH a distance of 481.35 feet; thence North  
48 58 degrees 33 minutes 41 seconds East a distance of 92.94 feet; thence North 56 degrees  
49 16 minutes 57 seconds East a distance of 143.18 feet; thence North 48 degrees 51 minutes  
50 58 seconds East a distance of 143.34 feet; thence North 41 degrees 46 minutes 00 seconds  
51 East a distance of 186.43 feet; thence North 29 degrees 58 minutes 27 seconds East a  
52 distance of 238.81 feet; thence North 35 degrees 11 minutes 24 seconds East a distance of  
53 209.02 feet; thence North 36 degrees 07 minutes 27 seconds East a distance of 147.54 feet;

thence South 54 degrees 23 minutes 00 seconds East a distance of 293.26 feet; thence South 54 degrees 32 minutes 00 seconds East a distance of 583.50 feet; thence South 00 degrees 26 minutes 16 seconds East a distance of 1,847.84 feet; thence North 89 degrees 52 minutes 00 seconds East a distance of 520.62 feet; thence South 00 degrees 11 minutes 50 seconds East a distance of 300.86 feet; thence South 00 degrees 41 minutes 00 seconds East a distance of 1,303.60 feet; thence South 89 degrees 57 minutes 00 seconds West a distance of 1,337.00 feet; thence North 00 degrees 45 minutes 00 seconds West a distance of 1,304.70 feet; thence South 89 degrees 50 minutes 00 seconds West a distance of 202.59 feet; thence South 89 degrees 52 minutes 00 seconds West a distance of 1,010.00 feet; thence NORTH a distance of 1,305.00 feet; thence EAST a distance of 1,008.00 feet; thence NORTH a distance of 20.00 feet; thence North 89 degrees 32 minutes 00 seconds West a distance of 466.80 feet to the POINT OF BEGINNING, and containing 137.04 acres of land, more or less.

All as more fully shown on the survey of Kelly J. McHugh & Associates, Inc., Survey No. \_\_\_\_\_, dated \_\_\_\_\_, 2006, a copy of which is annexed hereto as Exhibit "A".

And to include the property described below:

Legal Description of 30.2 Acres owned by Abita Meadows, L.L.C.  
All that certain piece or portion of ground situated in St. Tammany Parish, Louisiana, in Section 8, Township 7 South, Range 12 East, bounded on the North by a 20 foot road, on the East by Lot 8, on the West by Lot 10 and on the South by the remaining portion of Section 8 and measures 1,010 feet on the North line, 1,302 feet on the West line, 1,010 feet on the South line and 1,305 feet on the East line. Said land constitutes 30.2 acres and is described as Lot 9 on a map of survey made by E. Landry, Civil Engineer and Surveyor, Gretna, Louisiana, dated March, 1922, which is recorded with the Clerk of Court, St. Tammany Parish, LA as Map 242B. Being the same property acquired by Abita Meadows, L.L.C. by act recorded with the Clerk of Court, St. Tammany Parish, La. as Instrument No. 1949392.

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

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

**WHEREAS**, in consideration of the terms, provisions and agreements contained herein, the Appearers agree to the various issues, considerations, concessions and obligations contained in this agreement as part of a comprehensive zoning and subdivision development agreement among the Appearers, which shall be binding upon the Appearers, as their interests may appear;

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

**1. Zoning.**

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

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

1.2.1 The Historic District requirements of Abita Springs shall not apply to the residential portions of the PUD.

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

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

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

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

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

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

**2. Utility Services.**

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

2.1.1 For sewer service the connection point (the "Sewer Connection Point") shall be the existing manhole located at the intersection of St. James and 6<sup>th</sup> Avenue. Developer, at its initial cost will prepare the plans and specifications for and install, at its cost and expense, an eight (8") inch sewer force main to connect the Property to Abita Springs' sewer system at the Sewer Connection Point. In addition, Developer, at its cost, will also install a twelve (12") inch sewer force main from Abita Springs' existing lift station located at Pearl Street (the "Pearl Street Lift Station") to Abita Springs' sewer treatment plant as per the plans and specifications provided by Abita Springs. Abita Springs, at its cost, will make any and all required upgrades to the Pearl Street Lift Station to accommodate the flows from the PUD. Finally, Developer, at its cost, will install all necessary sewer lines and lift station(s) within the Property, pursuant to the PUD plan, so that Abita Springs can provide sewer service to all residents and businesses therein. Developer shall obtain the approval from the Abita Spring's engineer of the plans and specifications (including the diameter of the force main) prior to the installation being commenced; and

2.1.2 For water service the connection point (the "Water Connection Point") shall be along the south side of the Louisiana 36 right of way, west of the Property, in front of the property currently owned by the Louisiana Department of Transportation and Development. Abita Springs shall extend water service to the Water Connection Point at its expense provided, however, Developer shall remit the sum of (\$15,000.00) to Abita Springs so that Abita Springs can increase with width of the water main at the Water Connection Point to ten (10") inches. Developer, at its cost, will prepare the plans and specifications for and install, at its cost and expense, a water main (not to exceed 10" in diameter) to connect the Property to Abita Springs' water system at the Water Connection Point. Developer, at its cost, will install all necessary water lines within the Property, pursuant to the plan for the PUD, so that Abita Springs can provide water service to all residents and businesses therein. Developer shall obtain the approval from the Abita

Spring's engineer of the plans and specifications (including the diameter of the water main) prior to the installation being commenced.

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

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

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

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

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

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

- A. \$500.00 water connection fee
- B. \$800.00 water capacity fee
- C. \$600.00 sewer connection fee
- D. \$900.00 sewer capacity fee
- E. \$450.00 gas connection fee
- F. Applicable building permit and inspection fees

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

2.9 Likewise, notwithstanding the foregoing, Abita Springs agrees to waive the above referenced sewer connection fee if Developer or builder were to make the sewer line connection

for any given home. In this event, Abita Springs shall be entitled to collect from the builder a \$40.00 sewer connection inspection fee.

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

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

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

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

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

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

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

5.1 The Developer, upon being issued final subdivision approval for the first phase of the PUD by Abita Springs, shall transfer to Abita Springs via donation, dedication or other conveyance, that portion of the proposed Harrison Street right of way within the boundaries of

phase one of the PUD. Thereafter, upon the final subdivision approval of each phase of the PUD by Abita Springs, Developer shall convey those portions of the Harrison Street to Abita Springs which are within the phase being approved. The portion of the right of way to be conveyed by Developer to Abita Springs pursuant to the Section 5.1 shall be identified on each final subdivision plat for the PUD. The Developer shall also install a five (5') wide sidewalk/bike path within the Harrison Street right of way, on its north/west side.

5.2 The Developer shall provide subdivision improvements and appropriate landscaping under the provisions of the PUD classification in the Abita Springs Zoning Ordinance. A homeowners association shall be established by the Developer in a manner approved by the Town of Abita Springs to govern the use of the common areas of the Property in accordance with the terms and conditions of this Agreement.

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

5.4 Developer shall plan for and construct street lights and fire hydrants within the Property according to plans and specifications prepared by Developer's engineer and approved by Abita Springs, which approval shall not be unreasonable withheld. The street lights within the Property on public roadways shall be maintained, designed and operated by Abita Springs under agreements between Abita Springs and the applicable electric power company for the maintenance and operation of street lighting. The utility costs for the lighting shall be paid and collected through a mechanism established by the Developer. The Town of Abita Springs shall not be responsible for such payment.

## **6. Review and Inspection Fees.**

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



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

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

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

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

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

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

## **7. Annual Review.**

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

specified in this agreement, the permitted use and density within the Property and such other zoning matters shall be in accordance with the PUD and the provisions of the Abita Springs Zoning Ordinance (in its current form) as well as pursuant to this Agreement.

7.2 In accordance with the annual review provided for in Section 7.1 above, Abita Springs, during such process, shall review the pace and status of the build-out of the PUD by Developer set guideline of build-out .

**8. Notices.**

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

To Developer:	Lonesome Development, L.L.C. Post Office Box 67 Mandeville, Louisiana 70470
with a copy to:	Paul J. Mayronne P.O. Box 1810 Covington, LA 70434
To Abita Springs:	Town of Abita Springs 22161 Level Street Abita Springs, LA 70420
with a copy to:	Edward J. Deano 895 Park Avenue Mandeville, LA 70448

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

**9. Captions; Headings.**

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

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

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

10.2 This Agreement may be assigned in whole or in part by Developer with written notice to Abita Springs but without its consent, provided any such assignment shall be to entity owned or controlled by Developer or the principals of Developer, in whole or part or to Abita Meadows, L.L.C. so long as Abita Meadows, L.L.C. owns any portion of the Property.

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

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

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

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

**12. Term; Time.**

12.1 This Agreement shall continue in full force and effect for a period of twenty-five (25) years from the effective date hereof and shall automatically renew thereafter for successive

15) year periods unless terminated by mutual written consent of the parties or their assignees. This Agreement may be amended or canceled in whole or in part, but only by mutual written consent of all the parties to this Agreement or their successors in interest.

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

**13. Severability.**

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

**14. Remedies.**

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

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

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

**15. Intervention**

15.1 Now, intervenes herein, Abita Meadows, L.L.C., appearing herein through its duly authorized Manager, \_\_\_\_\_, as the owner of all or a portion of the Property, for the sole purpose of subjecting the Property or that portion thereof owned by Abita Meadows, L.L.C. to the terms, conditions, rights and obligations contained herein.

**THUS DONE AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

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

**By:** \_\_\_\_\_  
\_\_\_\_\_  
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**NOTARY PUBLIC**

**THUS DONE AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:** **TOWN OF ABITA SPRINGS (“Abita Springs”)**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Greg Lemons, Mayor**

\_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

**NOW INTERVENING** into this agreement is Abita Meadows, LLC, represented herein by its  
\_\_\_\_\_ who declared that it is the current owners 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 itself to terms contained here as it pertains to the Developer.

**WITNESSES:** **ABITA MEADOWS, L.L.C. (“Intervenor”)**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**