

NOTICE OF INTRODUCTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the following entitled ordinance was introduced in writing in the form required for adoption at a meeting of the Parish Council of the Parish of Livingston, State of Louisiana, on July 17, 2024, and laid over for publication of notice:

L.P. Ordinance No. 24-20

AN ORDINANCE to adopt a proposed Development Agreement in accordance with La. R.S. 33:4780.21, et seq., for the Deer Run Development, which is located in District 5 of Livingston Parish, State of Louisiana, properly advertised and noticed herein pursuant to the provisions of La. R.S. 33:4780.28, for all purposes and in compliance with all requirements under Louisiana law for same, including but not limited to those articulated in La. R.S. 33:4780.21, et seq., between (i) Livingston Parish Planning and Zoning Commission and the Livingston Parish Council, and (ii) Ascension Properties, Inc. And authorize the Parish President to execute the Development Agreement on behalf of the Parish.

NOTICE IS HEREBY FURTHER GIVEN that the Parish Council of said Parish will meet on August 22, 2024, at six (6:00) o'clock p.m., at the Governmental Building in the Parish Council Chambers, located at 20355 Government Boulevard, Livingston, Louisiana, at which time there will be a public hearing on the adoption of the aforesaid ordinance.

1/2 *Sandy C. Teal*

Sandy C. Teal, Council Clerk

1/2 *John Wascom*

John Wascom, Council Chairman

(As per rules of the Council, copies of the proposed ordinance shall be made available for public inspection in the Office of the Livingston Parish Council.)

The following ordinance which was previously introduced in written form required for adoption at a regular meeting of the Livingston Parish Council on July 17, 2024 a summary thereof having been published in the Official Journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage August 22, 2024 on Motion of _____ and seconded by _____:

L.P. Ordinance No. 24-20

AN ORDINANCE to adopt a proposed Development Agreement in accordance with La. R.S. 33:4780.21, et seq., for the Deer Run Development, which is located in District 5 of Livingston Parish, State of Louisiana, properly advertised and noticed herein pursuant to the provisions of La. R.S. 33:4780.28, for all purposes and in compliance with all requirements under Louisiana law for same, including but not limited to those articulated in La. R.S. 33:4780.21, et seq., between (i) Livingston Parish Planning and Zoning Commission and the Livingston Parish Council, and (ii) Ascension Properties, Inc. And authorize the Parish President to execute the Development Agreement on behalf of the Parish.

WHEREAS Ascension Properties, Inc. has filed preliminary plats and construction plans to develop a subdivision in Livingston Parish with the name Deer Run.

WHEREAS Ascension Properties, Inc. has filed a preliminary plat for Deer Run Subdivision showing that the subdivision is situated on 1349 acres of land in Livingston Parish and the Parish Engineer, and the Parish Development Office have reviewed the preliminary plat, the preliminary plat was advertised on August 31, 2023 and thereafter the plat was approved by the parish Planning and Zoning Commission on September 5, 2023 and the plat was signed by the parish Development Director on September 18, 2023

WHEREAS thereafter Ascension Properties, Inc. submitted construction plans for the first phase of the Deer Run subdivision which were reviewed by the Parish Engineer on December 21, 2023 and signed by the Parish President on December 22, 2023.

WHEREAS the plans were not filed with the Livingston Parish Development Office and the parish fees were not billed or paid in accordance with normal procedures.

WHEREAS Ascension Properties, Inc. thereafter requested a preconstruction meeting, and the preconstruction meeting was delayed due to the change in personnel and inclement weather conditions during January 2024.

WHEREAS Ascension Properties, Inc. started work at the site on January 17, 2024, and the parish issued a Stop Work Order

WHEREAS on February 20, 2024, Ascension Properties, Inc. filed suit against the parish in a matter captioned Ascension Properties, Inc. v. Livingston Parish Government, Case 3:24-cv-00171-SDD-SDJ alleging that the stop work order violated the constitutional rights of Ascension Properties, LLC.

WHEREAS the parish has responded to the suit pleading that Ascension Properties, Inc. can start work on the development at any time upon the payment of the unpaid fees.

WHEREAS the parish has a substantial interest in preventing the areas of the property which are below the base flood elevation from being developed because the development of these areas would take storage capacity out of the flood plain and increase the burden of flooding on other property owners.

WHEREAS the United States District Court for the Middle District of Louisiana where the case is pending has a mediation program and the Court ordered the parties to participate in the mediation program.

WHEREAS discussions during the mediation resulted in a proposed Development Agreement under which Ascension Properties would be assured that the Development Code applicable to the entire development would remain the same and the Parish would be guaranteed that the low areas on the property would remain green space and not be developed.

WHEREAS the basis for the Development Agreement would be the preliminary plat and construction plans that the parish has already approved but modified to reduce density and eliminate all 42-foot lots.

WHEREAS The Development Agreement requires Ascension Properties LLC to follow the Development Code and submit all future filings in accordance with the Development Code.

WHEREAS the Parish believes there are substantial benefits to the Parish in the proposed Development Agreement.

NOW THEREFORE BE IT ORDAINED THAT The following proposed ordinance is has been introduced in written form pursuant to La. R.S. 33:4780.21, et seq., and La. R.S. 33:4780.28, a summary was thereafter published hereafter in the Official Journal together with notice of public hearing for same set for Friday, July 26, 2024), all pursuant to La. R.S. 33:4780.21, et seq., and La. R.S. 33:4780.28

LIVINGSTON PARISH ORDINANCE NO. 24-_____

Deer Run Development Agreement

AN ORDINANCE to adopt a proposed Development Agreement in accordance with La. R.S. 33:4780.21, et seq., for the Deer Run Development, which is located in District 5 of Livingston Parish, State of Louisiana, properly advertised and noticed herein pursuant to the provisions of La. R.S. 33:4780.28, for all purposes and in compliance with all requirements under Louisiana law for same, including but not limited to those articulated in La. R.S. 33:4780.21, et seq., between (i) Livingston Parish Planning and Zoning Commission and the Livingston Parish Council, and (ii) Ascension Properties, Inc. and to authorize the Parish President to execute the Development Agreement on behalf of the Parish.

BE IT FURTHER ORDAINED THAT RANDY DELATTE, PARISH PRESIDENT BE AND IS HEREBY AUTHORIZED TO SIGN AND BIND THE PARISH to the following Development Agreement with Ascension Properties, LLC.

DEVELOPMENT AGREEMENT	UNITED STATES OF AMERICA
BY: ASCENSION PROPERTIES, INC.	STATE OF LOUISIANA
AND LIVINGSTON PARISH GOVERNMENT	PARISH OF LIVINGSTON

BE IT KNOWN that on the days set forth below, but effective as of July 29, 2024, (the “*Effective Date*”), before the undersigned notaries, personally came and appeared and entered into this agreement (“*Agreement*”):

ASCENSION PROPERTIES, INC., a Louisiana Corporation domiciled in Ascension Parish, its mailing address being 16326 Blaise Road, Prairieville, LA 70769, represented herein by Christopher Ingram, its duly authorized President, hereinafter referred to as "**Developer**"; and

AND

LIVINGSTON PARISH GOVERNMENT, a municipal corporation, organized and existing under the laws of the State of Louisiana, herein represented by its _____, pursuant to authority granted by Ordinance No. _____, adopted by the Livingston Parish Council on _____, a copy of which is annexed hereto, its mailing address being 20355 Government Boulevard, Livingston, LA 70754, hereinafter referred to as “**Livingston Parish**” or "**Livingston**" or the “**Parish**”;

(collectively Developer and Livingston are referred to as "**Appearers**" and individually as "**Appearer**"), who declared as follows:

WHEREAS, Developer plans to develop, and obtained multiple approvals to develop, approximately 1,354 acres of land located in Township 7 South, Range 2 East, containing Sections 64 and 65 the remainder of Sections 44 and 45, Greensburg Land District, State of Louisiana, in Livingston Parish, Louisiana as a planned unit development with single-family residential,

commercial and/or multifamily uses, hereinafter referred to as the "**Property**", more particularly described below:

A CERTAIN TRACT OF LAND SITUATED IN THE PARISH OF LIVINGSTON, TOWNSHIP 7 SOUTH, RANGE 2 EAST, CONTAINING SECTIONS 64 AND 65 AND THE REMAINDER OF SECTIONS 44 AND 45, GREENSBURG LAND DISTRICT, STATE OF LOUISIANA, BOUNDED ON THE WEST BY THE AMITE RIVER, BOUNDED ON THE EAST BY A 200' OVERHEAD ELECTRIC SERVITUDE, CONTAINING APPROXIMATELY 1,354 ACRES, EXCLUDING 3.5 ACRES IN THE NORTHEAST CORNER THAT HAS NO LESS THAN 284' FRONTAGE ALONG LA HWY 1032 (4-H CLUB ROAD), A PORTION OF PARCEL NUMBER 0204792 IN THE LIVINGSTON PARISH TAX ASSESSOR SYSTEM;

WHEREAS, Developer obtained various approvals for the proposed development for the Property inclusive of single-family residential, commercial and/or multifamily uses generally referred hereafter as the Deer Run Development (hereafter "**Deer Run**" and/or the "**Project**");

WHEREAS, the Project was approved by the Livingston Parish Council (the "**Council**") and the Livingston Parish Planning and Zoning Commission (the "**Commission**") on multiple occasions at various levels of the development process.

WHEREAS, the Deer Run development is presently "under construction"¹ as that term is defined by the Livingston Parish Code and/or the Livingston Parish Unified Development Code.

WHEREAS, Developer obtained various approvals for Deer Run, including certain approvals that the Parish claims were obtained without proper advertisement, from the Commission, the Council, the State of Louisiana and other agencies and entities in 2022, 2023, and/or 2024 before this Agreement, which all related to its Deer Run development, including the following non-exclusive approvals (hereafter sometimes the "**Development Approvals**");

- a. May 4, 2022: Plaintiff obtained approval from the Zoning Commission of its Preliminary Plat 1;
- b. June 23, 2022: Plaintiff obtained approval from the Council of its Preliminary Plat 1;

- c. November 2, 2022: Plaintiff's Preliminary Plat 1 was signed by the Parish Review Engineer and the Parish Planning Department on 11/2/22, and subsequently recorded on 11/3/22;
- d. March 9, 2023: Plaintiff received Traffic Impact Study review and Letter of Concurrence from LaDOTD via electronic mail;
- e. March 10, 2023: Plaintiff received development impact information from Livingston Parish Schools;
- f. March 13, 2023: Letter of Concurrence for Traffic Impact Study signed by Chris Ingram;
- g. March 14, 2023: Plaintiff received fire flow approval from Livingston Parish Fire Protection District #4 via electronic mail;
- h. March 15, 2023: Plaintiff received will serve letter from Alvin Fairburn & Associates on behalf of City of Denham Springs for sewer via electronic mail;
- i. March 16, 2023: Plaintiff obtained approval from the Commission of its Preliminary Plat 2 (without a 4th entrance);
- j. March 16, 2023: Plaintiff received a letter of no objection for its drainage impact study from McLin Taylor engineers on behalf of Livingston Parish Gravity Drainage District 1;
- k. May 4, 2023: Plaintiff obtained approval from the Livingston Parish Planning Commission of its Preliminary Plat 2;
- l. May 2023: Plaintiff received approval from Livingston Parish of its drainage impact study; the cover sheet of the study was signed by the Engineering Review Agent – Livingston Parish and the Commission (but not dated);
- m. July 28, 2023: Plaintiff's Preliminary Plat 2, to include a 4th entrance, was signed by the Livingston Parish Review Engineer and the Livingston Parish President on July 28, 2023, and subsequently recorded on August 2, 2023;
- n. August 16, 2023: Plaintiff received approval of phase 1 SWPPP from Louisiana Department of Environmental Quality;
- o. September 7, 2023: Plaintiff obtained approval from the Commission of its Revised Preliminary Plat 2, to include a 4th entrance;

- p. September 18, 2023: Plaintiff's Revised Preliminary Plat 2, to include a 4th entrance, was signed by the Livingston Parish Review Engineer and the Livingston Parish Planning Department on September 18, 2023, and subsequently recorded on September 19, 2023;
- q. September 25, 2023: Re-subdivision map of the property was signed by Livingston Parish Planning Department, and subsequently recorded on September 25, 2023;
- r. September 27, 2023: Plaintiff received approval from the City of Denham Springs to connect water, sewage, and gas for the first four hundred (400) lots;
- s. October 17, 2023: Plaintiff received Parish approval to clear Phase 1 of the Property via electronic mail;
- t. October 17, 2023: Plaintiff received a letter of no objection for mass grading plans from McLin Taylor engineers on behalf of Livingston Parish Gravity Drainage District 1;
- u. October 19, 2023: Plaintiff received a letter of no objection for phase 1 construction plans from Mclin Taylor engineers on behalf of Livingston Parish Gravity Drainage District 1;
- v. November 15, 2023: Plaintiff received approval of and/or a letter of no objection from the Livingston Parish Review Engineer for its mass grading plans;
- w. November 20, 2023: Plaintiff received an acceptance letter for phase 1 sewer from the City of Denham Springs;
- x. November 29, 2023: Plaintiff received an access permit for a driveway from Louisiana Department of Transportation and Development;
- y. November 30, 2023: Plaintiff receives utility permit for a gas line from Louisiana Department of Transportation and Development;
- z. December 1, 2023: Plaintiff receives a project permit for turn lane plans from Louisiana Department of Transportation and Development;
- aa. December 6, 2023: Plaintiff received fire hydrant approval for phase 1 from the Livingston Parish Fire Protection District #4;
- bb. December 11, 2023: Letter of no objection for SWPPP from Livingston Parish Engineering Review Agency sent to Livingston Parish via electronic mail;

- cc. December 14, 2023: Plaintiff received a permit for phase 1 construction plans (water distribution, sewer collection system and lift stations) from Louisiana Department of Health;
- dd. December 19, 2023: Plaintiff received a letter of no objection for phase 1 construction plans from Demco;
- ee. December 19, 2023: Plaintiff received a letter of no objection for phase 1 construction plans from Alvin Fairburn & Associates (on behalf of the City of Denham Springs sewer, water and gas utilities);
- ff. December 21, 2023: Plaintiff received notice of approval for Phase 1 from Livingston Parish Gravity Drainage District 1 at their board meeting dating 11-28-2023 sent to Livingston Parish Engineering Review Agency via electronic mail;
- gg. December 21, 2023: Plaintiff received an approval letter for phase 1 construction plans from Livingston Parish Review Engineer;
- hh. December 22, 2023: Title sheet for phase 1 construction plans signed by the Livingston Parish Review Engineer and Parish President and subsequently recorded on December 22, 2023; and
- ii. January 2, 2024: Approval from the Louisiana Department of Transportation and Development via electronic mail and/or a permit from the Louisiana Department of Transportation and Development to install an entrance culvert

WHEREAS, the Project was the subject of two lawsuits filed by Ascension Properties against Livingston Parish in federal court in the United States District Court for the Middle District in 2023 and 2024, respectively, which were both allotted to Chief Judge Shelly D. Dick.

WHEREAS, the Project was related to at least two other lawsuits filed in the 21st Judicial District Court in Livingston Parish, Louisiana.

WHEREAS, the Property is located in an unincorporated area of Livingston Parish and is currently not presently subject to any zoning restrictions;

WHEREAS, Livingston Parish is in the process of establishing zoning restrictions in the portion of Livingston Parish where the Property is located (and in other areas);

WHEREAS, this Development Agreement is intended, in part, to mitigate legal costs and expenses incurred by Appearers and to avoid further litigation surrounding the Project.

WHEREAS, Appearers and the State of Louisiana recognize that the lack of certainty and the approval of development projects can result in a waste of resources, unnecessary legal fees and costs, escalated cost of development passed on to the consumer, and the discouragement of investment and commitment to comprehensive planning, and, accordingly, the Appearers wish to take advantage of this agreement (hereinafter referred as the “Agreement” or this “Development Agreement”) pursuant to La. R.S. § 33:4780.21, *et seq.* to avoid unnecessary confusion and costs associated with the Project, to gain efficiencies surrounding future development of the Project, and for other good and valuable consideration exchanged herein by the Appearers;

WHEREAS, assurances are made in this Development Agreement by Developer to Livingston Parish that Developer will proceed with the Project in accordance with an agreed upon reduction in density that is deemed favorable by and for Livingston Parish, which will be binding upon Developer and its contractors, subcontractors, affiliates, and successors-in-interest and further subject to the other terms and conditions of this Agreement;

WHEREAS, through the terms of this Development Agreement, Livingston Parish agrees that Developer may proceed with the Project in accordance with certain development policies, rules, and regulations as set forth herein, which will facilitate the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost and impact of development;

WHEREAS, it is the intent of the Appearers to enter into this Development Agreement to specify the duration of the agreement, the permitted uses of the property, the density and intensity of use, and any other provisions included herein that are deemed appropriate by the Appearers;

WHEREAS, this Agreement includes terms, restrictions, and requirements for subsequent discretionary actions by Livingston Parish, provided that said actions shall not prevent the development of the land by Developer and its contractors, subcontractors, affiliates, and successors-in-interest, provided that development is consistent with the density or intensity of use as is set forth within this Agreement, subject to the other terms and conditions of this Agreement.

WHEREAS, Livingston Parish and the Developer enter into this Development Agreement pursuant to La. 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 and agree to certain land use and development issues, respectively, as their interests may appear;

WHEREAS, in consideration of the terms, provisions and agreements contained herein, and for other good and valuable consideration, Appearers agree to the various terms, conditions, issues, considerations, concessions and obligations contained in this agreement as part of a comprehensive Development Agreement among the Appearers, which shall be and is binding upon the Appearers and their contractors, subcontractors, affiliates, and successors-in-interest, respectively;

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

1. PERIODIC REVIEW.

1.1 In compliance with La. R.S. § 33:4780.23, Appearers agree that this Agreement shall be reviewed periodically, and specifically on an annual or on an as needed basis, at which time Appearers and their contractors, subcontractors, affiliates, and successors-in-interest, shall be required to demonstrate good faith compliance with the terms of this Agreement, unless all parties agree compliance with the Agreement has occurred. Provided further that the failure to review

this Agreement periodically shall not affect its validity and the same shall remain in full force and effect unless terminated or modified by the Appearers in accordance with law.

2. LAND USE.

2.1 Subject to the applicable approvals from the Commission and the Council, Appearers agree that Developer shall develop the Property for the uses and purposes in substantial conformity with the Preliminary Plat 2 that was approved by the Commission on September 7, 2023, and later executed on September 18, 2023, a copy of which is included herein by reference in its entirety, (the “**Plat**”), as modified by the Settlement Agreement dated on or about July 27, 2023 (the “**July 27, 2023 Settlement Agreement**”), a copy of which is included herein by reference, 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 therein, subject to the terms and conditions as specified herein, including but not limited to the terms reflecting an agreed upon reduction in density for the Project.

2.1.1 Appearers agree to a reduction in density of the Project, which will entail increasing the size of certain residential lots reflected in the Plat with all lot size measurements based upon a linear measurement at the build line. Specifically, Developer agrees to remove all 42 ft. wide lots on the Plat and add the appropriate number of 62 ft. wide lots in order to reduce the density of the single-family residences by at least 142 lots and, furthermore, that the 2,023 single family residential lots previously approved on the Plat will be reduced to allow at most 1,881 lots, which is not inclusive of tracts APT-1, COM-1, COM-2, and COM-3 as shown on the Plat.

2.1.2 Developer agrees to submit a revised plat consistent with the agreed upon reduction in density without delay, and Livingston Parish Government agrees to promptly review said revised plat. The revised plat will provide a note stating that no fill other than that which is

available on site (“**Imported Fill**”) will be allowed for the grading of this Project, and no Imported Fill will be used to grade any portion of the Property below base flood elevation. Any change to the revised plat must be reviewed and approved by the normal subdivision process provided that any review will apply the Applicable Development Code as defined herein.

2.1.3 The portions of the Property reflected on the Plat designated as single-family residential areas and shown as containing approximately 2023 lots, which will be reduced to no more than 1,881, shall be zoned in the future pursuant to a zoning district designation or designations that is or are consistent with the Development Approvals, the Plat, and the proposed uses contemplated in the July 27, 2023 Settlement Agreement.

2.1.4 If the Property is zoned in any manner that is inconsistent or incompatible with the terms of this Development Agreement or the Plat (subject to the agreed upon reduction in density), then the provisions of any zoning ordinances in conflict with this Agreement will be inapplicable to the Property and unenforceable against the Property; alternatively, Appearers agree that any construction or development of the Property consistent with this Development Agreement will be classified as legal non-conforming.

2.1.5 Developer agrees to abide by its prior agreement contained in the July 27, 2023 Settlement Agreement precluding development of any apartments and, specifically, Developer agrees that no apartments shall be constructed on the subject Property.

2.1.6 Developer agrees that the density for the multi-family tract (APT-1) reflected on the Plat will be limited to 8 units per acre and the overall density for APT-1 will not exceed 153 units, which shall consist only of townhomes and/or single-family lots, and no apartments;

2.1.7 Appearers agree that COM-2 reflected on the Plat will be developed in accordance with the terms of the July 27, 2023 Settlement Agreement and the overall residential density will

not exceed 104 units, which shall consist only of townhomes and no apartments; provided further that development of COM-2 will include the commercial tracts reflected on the Preliminary Plat dated August 23, 2023 entitled Villas @ Deer Run that was previously submitted to the Parish in 2023.

2.1.8 In accordance with La. R.S. § 33:4780.27, Appearers agree that, subject to the provisions set forth herein, the Deer Run development will be subject to regulation as per the Livingston Parish Code and/or Livingston Parish Development Code in effect as of the July 27, 2023 (the “**Development Code Date**” with the code effective on said date being the “**Applicable Development Code**”).

2.1.9 Each submittal of proposed construction plans, final plats, and other similar submittals needed for each filing of the Project will be subject to normal review by the Planning Department Staff and review engineer for compliance with the Applicable Development Code.

2.1.10 In accordance with La. R.S. 33:4780.24, requiring Appearers to specify the maximum height and size of proposed buildings in this Agreement, Appearers agree that single family residences, townhomes, and commercial buildings shall have a maximum height and size consistent with the Applicable Development Code.

2.1.11 If Livingston Parish adopts Parish-wide impact fees in the future, then such fees will be applicable to the Project – except for the first 400 lots for which any impact fees will be waived.

2.1.12 The tracts denoted as “Hunt-1” and “Hunt-2” on the Plat will be zoned pursuant to a zoning district designation that is consistent with the proposed use contemplated herein and/or in the Plat, although Developer agrees that any residential constructions or improvements on said tracts shall be limited to no more than two single family residences per tract. Developer further

agrees that any residential constructions or improvements will be limited to the property outside of the FEMA flood zone areas located on Hunt-1 and Hunt-2. For the sake of clarity, Developer further agrees not to develop the tracts denoted as “Hunt-1” and “Hunt-2” beyond the two single family residences per tract. The remainder of Hunt-1 and Hunt-2 in the FEMA flood zone shall remain as green space and may not be developed or transferred as mitigation Property, which is a restriction that Appearers further agree shall not be released if this Agreement is terminated.

2.1.13 Developer agrees that the density for all areas shown as single family residential will not exceed what is reflected in the Plat, subject to the reduction in density in Section 2.1.1.

2.1.14 Appearers agree that the number of required entrances to the Project shall not change.

2.1.15 Developer and its contractors, subcontractors, affiliates, and successors-in-interest will comply with all regulations promulgated by the U.S. Department of Housing and Urban Development concerning the Project.

2.1.16 Appearers acknowledge that the resubdivision plat recorded on September 25, 2023 (the “September 25, 2023 Ownership Plat”) was expressly referenced in the July 27, 2023 Settlement Agreement, delineates only the anticipated ownership of the Deer Run development and/or the Property, and does not affect the Plat.

3. SUBDIVISION AND RE-SUBDIVISION APPROVAL(S).

3.1 During the Term, or any renewal term, if and when the Developer (or its successors) elects to subdivide (and/or re-subdivide) certain portion(s) and/or all of the Property, provided said subdivision is consistent with the terms set forth herein and otherwise meets the requirements of the Livingston Parish Code and/or ordinances as of the Development Code Date, both the Commission and Livingston shall grant the necessary approval for said subdivision/resubdivision.

3.2 In addition to those fees and charges set forth herein, Developer shall also be subject to the standard applicable fees charged by Livingston to similarly situated developers and developments based on fees owed pursuant to the then applicable fee schedules.

3.3 Any of future revisions to the Plat shall be subject solely to review and approval by the Livingston Parish Planning Department staff and review engineer, which approval shall not be unreasonably conditioned or delayed.

4. NOTICES.

4.1 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:
c/o Chris Ingram
16326 Blaise Road
Prairieville, LA 70769

Ascension Properties, Inc.

with a copy to:

Tom S. Easterly
P.O. Box 2471
Baton Rouge, LA 70821

With a separate email to:
Tom.Easterly@taylorporter.com

To Livingston:

with a copy to:

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

5. CAPTIONS; HEADINGS.

5.1 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.

6. ENTIRE CONTRACT; MODIFICATION; ASSIGNMENT.

6.1 This written agreement constitutes the entire and complete agreement among the Appearers hereto relative to the Project and supersedes any prior oral or written agreements, letters or correspondence between the Appearers relative to the Project. 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.

6.2 This Agreement may be assigned in whole or in part by Developer to any third-party juridical person (hereafter sometimes a “successor” or the successors”) with written notice to Livingston Parish but without its consent, provided that the terms of this Development Agreement will be binding upon any successor or successors.

7. WARRANTIES; NO PRESUMPTION; INTERESTS OF THE APPEARERS; ORDINANCE; VESTED RIGHTS.

7.1 All covenants, agreements, warranties, representations, provisions of this agreement shall run with and be binding upon the Developer and its successor or successors 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 (hereafter sometimes a “successor” or the “successors”). 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.

7.2 All references herein to the Livingston zoning ordinances as well as any other Livingston ordinances shall refer to in the form on the Development Code Date as defined herein. Any subsequent amendment(s) which may conflict with the terms and conditions herein shall not be applicable nor affect this Development Agreement.

7.3 It is agreed by Livingston Parish that any and all approvals or permits heretofore granted and to be granted to Developer by Livingston Parish in the premises, shall be vested in the Developer at the time of said granting. That no criteria, values, density, setbacks, lot coverage, zoning, planning criteria, height requirements, drainage requirements, sewerage/water requirements, traffic requirements, permitted uses, plat approvals, plan approvals, or any other policies or standards shall be altered or changed in anyway by Livingston Parish as they might otherwise relate to the Property as per the terms of this Development Agreement, unless agreed upon through mutual consent.

8. TERM; TIME.

8.1 This Agreement will be binding upon Appearers as of the Effective Date, provided that it is first approved by the Commission and the Council.

8.2 The duration of this Agreement will be subject to a limited term, which is defined hereinbelow as the Development Term.

8.3 For the sake of clarity, the Developer may continue with development efforts and Construction Activities at any time even before commencement of the Development Term provided that the Development Agreement will terminate upon expiration of the Development Term. If Developer proceeds with development efforts and Construction Activities before commencement of the Development Term, then (a) Developer will be responsible to any and all landowners of the Property for any and all development efforts and Construction Activities that affect the Property; and (b) Developer shall be limited to: (i) performing Construction Activities only within any applicable DOTD right-of-way; (ii) submittal of construction plans, final plats, and similar submittals to the Parish for approval of same relative to any filing or portion thereof; and (iii) related engineering and surveying work on the Property.

8.4 The “**Development Term**” will commence when Developer acquires merchantable title to the Property.

8.5 The Development Term will expire if a period of two (2) years elapses during which no Construction Activities occur on the Property. The two-year period will automatically be interrupted and renew and start over upon each instance of Construction Activities during the Development Term for the duration of the Project in its entirety.

8.6 “**Construction Activities**” shall mean any of the following: (a) excavation and grading, including grading, digging, and other earth-moving operations; (b) structural and construction work, including erection, alteration or demolition of buildings or other structures; (c) infrastructure installation, including construction or installation of roads, utilities, drainage systems, and other infrastructure; (d) landscaping, including the alteration of natural landscapes, planting, clearing, and grading; (e) site preparation, including all preparatory activities, clearing,

grubbing, and soil testing; or (f) any submittal of construction plans or final plats for a filing or portion thereof.

8.7 This Agreement may be amended or canceled in whole or in part, but only by mutual written consent of all the Appearers or their successors-in-interest.

8.8 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.

9. SEVERABILITY.

9.1 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.

10. REMEDIES.

10.1 In the event of dispute herein, the Appearers declare that the United States District Court for the Middle District of Louisiana shall be the sole and exclusive venue and jurisdiction for all litigation herein. Developer and Livingston Parish agree that the United States District Court for the Middle District of Louisiana will retain jurisdiction under the same docket number of the 2024 Litigation to enforce the terms of settlement of this Development Agreement.

10.2 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.

10.3 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. Appearers expressly agree that a violation of this

Agreement will result in irreparable harm such that a separate showing of irreparable harm shall not be required.

**REMAINDER INTENTIONALLY BLANK
SIGNATURES TO FOLLOW**

THUS DONE AND SIGNED before the undersigned Notary Public and the undersigned witnesses on this _____ day of July, 2024, but effective as of the Effective Date.

WITNESSES:

ASCENSION PROPERTIES, INC.

By: _____
Christopher Ingram, President

NOTARY PUBLIC

THUS DONE AND SIGNED before the undersigned Notary Public and the undersigned witnesses on this _____ day of July, 2024, but effective as of the Effective Date.

WITNESSES:

LIVINGSTON PARISH GOVERNMENT

By: _____
Randall Delatte, Parish President

NOTARY PUBLIC

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

And the ordinance was declared adopted on the day of August 22, 2024.

John Wascom, Council Chairman

ATTEST:

Sandy C. Teal, Council Clerk

INTRODUCED _____ ADOPTED _____

DELIVERED TO PRESIDENT _____, _____ o'clock ____ . M.

APPROVED BY PRESIDENT _____

Randy Delatte Date

VETOED BY PRESIDENT _____

Randy Delatte Date

RECEIVED FROM PRESIDENT _____, _____ o'clock ____ . M.

John Wascom, Council Chairman

ATTEST:

Sandy C. Teal, Council Clerk

Randy Delatte, Parish President