

EXHIBIT "K"

DEVELOPMENT AGREEMENT

BY AND AMONG THE CITY OF MANDEVILLE, LOUISIANA,
PORT MARIGNY, LLC AND PITTMAN ASSETS, LLC

This agreement ("Development Agreement") is made and entered into, effective the ___ day of _____, 2016, by and among:

THE CITY OF MANDEVILLE, a municipal corporation of the State of Louisiana, located in St. Tammany Parish, Louisiana appearing herein through its Mayor, Hon. Donald J. Villere, pursuant to Ordinance No. 15-17, adopted by the City Council of the City of Mandeville at a meeting of the City Council, duly noticed, called and convened, at which a quorum of its members were present and voting, held on the ___ day of _____, 2016, a copy of said Ordinance being attached hereto and made a part hereof, the address of the said City of Mandeville being Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448 (hereinafter referred to as "City"); and

PORT MARIGNY, LLC, a limited liability company organized under the laws of the State of Louisiana, whose principal place of business is located in St. Tammany Parish, Louisiana, represented herein by Michael N. Pittman, M.D., its duly authorized Member, pursuant to an Authorization to Act executed by all of its members., a certified copy of which is attached hereto and made a part hereof, whose present mailing address is 328 East Boston St., Covington, LA 70433 (hereinafter referred to as "Port Marigny"); and

PITTMAN ASSETS, LLC, a limited liability company organized under the laws of the State of Louisiana, whose principal place of business is located in St. Tammany Parish, Louisiana, represented herein by Michael N. Pittman, M.D., its duly authorized Member, pursuant to an Authorization to Act executed by all of its members, a certified copy of which is attached hereto and made a part hereof, whose present mailing address is 328 East Boston St., Covington, LA 70433 (hereinafter referred to as "Pittman Assets"); who declare as follows:

RECITALS:

WHEREAS, Pittman Assets is the owner of certain immovable property located in the City of Mandeville, State of Louisiana ("City"), known as the Prestressed Concrete Site (the "~~Subdivision Site~~Property"), more particularly described on the survey prepared by Kelly J. McHugh & Associates, Civil Engineers and Land Surveyors, dated December 3, 2013, revised through June 30, 2015 (the "McHugh Survey"), filed of record with the Clerk of Court of St. Tammany Parish, Louisiana; and

WHEREAS, Pittman Assets authorized Port Marigny to seek from the City ~~a Conditional Use Permit and~~ Planned Combined Use District approval for the development of the ~~Subdivision Site into~~Property as a Traditional Neighborhood ~~District subdivision~~Development with a Marina to be named "Port Marigny" (the "~~Subdivision~~"); in accordance with the application and attachments thereto, submitted to the City on July 1, 2015, as revised through date hereof; and

WHEREAS, Louisiana Revised Statute 33:4780.21 authorizes the City to enter into development agreements with the owners of land within its jurisdiction in order to avoid waste of resources, promote mitigation of housing costs, strengthen the public planning process, encourage land owners to participate in a comprehensive plan for the development of their land, and reduce the economic costs of development (*Azalea Lakes Partnership and Oak Harbor Investment Properties, LLC v. Parish of St. Tammany*, No. 2002 CA 0050 (La 1st Cir July 2, 2003); and

WHEREAS, a development agreement shall specify a plan for development of the land; the term of the development agreement's effectiveness, an enumeration of specified uses; a limitation on the number of units within each use; and may include requirements for subsequent discretionary actions, provided that such requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the

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development agreement unless said uses, densities or intensities conflict with the terms of this Development Agreement or the Planned District approval; and

WHEREAS, a development agreement may also include terms and conditions relating to financing of necessary public facilities by the land owner and subsequent reimbursement of the land owner over time; and

WHEREAS, as required by Ordinance No. 15-17 approving the ~~grant of a Conditional Use Permit~~ Master Plan and Guiding Principles, which serves as the conceptual plan for the planned district ~~for the~~ development of Port Marigny, the City, Port Marigny and Pittman Assets (the “Parties”) desire to enter into a development agreement on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual benefits to be derived from the performance of the parties, each agreeing to be bound, the parties signatory hereto (hereinafter “Parties”) agree as follows, to wit:

Section 1. Property Description. The immovable property that is subject to this Development Agreement is more particularly described, as follows:

All that certain parcel of ground being located in Sections 46 & 47, Township 8 South, Range 11 East, City of Mandeville, Greensburg Land District, ST. Tammany Parish, Louisiana, being more fully described as follows:

Commence at a ¾ inch iron pipe located at intersection of the Southern right-of-way of Monroe Street and the Western right-of-way of Massena Street as the POINT OF BEGINNING and proceed South 30 degrees 00 minutes 00 seconds West a distance of 2,222.71 feet to a point; Thence North 17 degrees 25 minutes 54 seconds East a distance of 84.70 feet to a point; Thence North 73 degrees 51 minutes 29 seconds West a distance of 707.65 feet to a point; Thence North 53 degrees 35 minutes 39 seconds East a distance of 115.60 feet to a point; Thence North 67 degrees 19 minutes 36 seconds West a distance of 216.44 feet to a point; Thence South 53 degrees 19 minutes 05 seconds West a distance of 174.03 feet to a point; Thence North 66 degrees 50 minutes 44 seconds West a distance of 404.50 feet to a point; Thence North 00 degrees 09 minutes 17 seconds East a distance of 22.68 feet to a point; Thence North 30 degrees 42 minutes 47 seconds East a distance of 90.60 feet to a point; Thence North 50 degrees 09 minutes 48 seconds West a distance of 115.86 feet to a point; Thence North 62 degrees 43 minutes 57 seconds West a distance of 69.39 feet to a point; Thence North 30 degrees 00 minutes 00 seconds East a distance of 2,310.60 feet to a point located on the Southern right-of-way of Monroe Street; Thence along said Southern right-of-way, South 60 degrees 04 minutes 12 seconds East a distance of 333.68 feet to a point; Thence leaving said right-of-way, South 30 degrees 00 minutes 00 seconds West a distance of 730.00 feet to a point; Thence South 60 degrees 04 minutes 12 seconds East a distance of 245.14 feet to a point; Thence North 30 degrees 00 minutes 00 seconds East a distance of 730.00 feet to a point located on the Southern right-of-way of Monroe Street; Thence along said right-of-way, South 60 degrees 04 minutes 12 seconds East a distance of 959.20 feet to the POINT OF BEGINNING, and containing 76.648 acre(s) of land, more or less, all as per survey by Kelly J. McHugh & Associates dated 12-03-13, revised 6-22-15 and 6-30-15, job number 13-136-BS. (76.648 ACRES) (hereinafter the “Property” ~~or the “Subdivision Site”~~).

~~Section 1~~ Section 2. *Relationship of Ordinance to Development Agreement.* This Development Agreement is intended by the Parties to be ~~complimentary~~ complementary to the terms and conditions of Ordinance No. 15 – 17, recorded at Conveyance Instrument No. _____ of the official records of St. Tammany Parish, Louisiana, adopted by the City Council of the City of Mandeville, Louisiana on _____, 2016 (the “Ordinance”). The Parties intend by this Development Agreement to establish mutual obligations, responsibilities, and limitations for the development of Port Marigny as a mixed-use, Traditional Neighborhood ~~District~~ Development and Marina, as defined in the City’s Comprehensive Land Use Regulations Ordinance (CLURO), with respect to the matters herein specifically addressed. The Ordinance and this Development Agreement are

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intended to complement one another; however, in the event of a conflict between the provisions of the Ordinance and the Development Agreement the stricter-more specific provision shall apply.

Section 23. Obligations of Developer with Respect to Land Use and Density.

A. Relying on the representation by the City that it will fulfil its obligations and responsibilities hereunder, Pittman Assets and Port Marigny, their transferees, successors, and assigns (the “Developer”) hereby agree and covenant to design, engineer, construct, and develop the Property in accordance with (a) ~~the Site Plan, as same may be amended during the City’s subdivision review and approval procedures, (b)~~ the Master Plan and Guiding Principles, prepared by Architects Southwest, Inc., dated June 25, 2015, amended through the City’s subdivision and conditional use permit review and approval procedures January 19, 2016, entitled “Port Marigny TND”, including the regulations and restrictions set forth therein. February 12, 2016, entitled “Port Marigny TND”, including the following: A. Index, page 2; B. Guiding Principles of New Urbanism, pp 3-4; C. Special Definitions – Urban, pp 4-7; Special definitions – Building, pp 7-8; D. Context Map, p 9; E. Existing Conditions, pp 10-11; F. Design Vision, pages 12-18, inclusive; G. Urban Regulating Standards, pages 19-35, inclusive; and H. Thoroughfare Standards, pages 36 – 48, inclusive (hereinafter referred to as Master Plan) (eb) the Port Marigny Use Regulations and Covenants, and ~~(dc)~~ the Cooperative Endeavor Agreement, all as authorized and approved pursuant to the terms of the Ordinance, and the terms and conditions of this Development Agreement.

B. Developer acknowledges and agrees that it is authorized by the Ordinance to develop the Property for residential, commercial, civic, and park uses, as shown on the ~~Site Plan and~~ Master Plan, but only for those land uses and for the number of such land uses as specified in Paragraph 23 C hereof (collectively, “Land Uses” and singularly, “Land Use”), and then only in accordance with the procedure set forth in ~~Paragraph 2~~ Paragraph 3 D hereof.

C. The categories of Land Uses and the number of units allowed in connection with the development of each Land Use (collectively, “Units”, and singularly a “Unit”) are as follows:

<u>Land Use</u>	<u>Units</u>
<u>Marina Berths Boat Slips:</u>	<u>153- 117</u>
 <u>Residential Uses:</u>	
(iv) Single Family Detached, including the following: Building Types: Cottage Houses, Neighborhood Houses, and Large Neighborhood Houses.	<u>170 162</u>
(v) Apartments, including the following Building Types: Live-work (but not the permitted Commercial Uses located below the apartments), Attached Residential, Lofts, Condominiums, and Courtyard Apartments <u>Mixed Use and Attached Residential.</u>	<u>192 204</u>
<u>(iii) Mansion Condominiums (1 Building at 4 Units per Building)</u>	<u>4</u>
<u>(iv) Townhouses</u>	<u>52</u>
	<hr/>
	Sub-total: <u>415 422</u>
 <u>Commercial Uses:</u>	
(i) Hotel	120 rooms

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(ii) High Turnover Restaurant (<u>As defined in the ITE but excluding restaurants with drive-through service</u>)	4,000 sf
(iii) Quality Restaurant (<u>As defined in the ITE</u>)	7,000 sf
(iv) Other Retail/Commercial, including the space below <u>Apartments and the Live-work apartments in Mixed Use buildings.</u>	60,000 sf
<u>[Update the following acreages to reflect final plan]</u>	
<u>Civic Uses</u>	1.7 Acres per <u>Site-Master Plan</u>
<u>Parks and Open Spaces</u>	
(i) Green Open Space	10.1 Acres per <u>Site-Master Plan</u>
(ii) Water Opens Space	5.9 Acres per <u>Site-Master Plan</u>
- (iii) Wetlands to Preserve	1.1 Acres per <u>Site-Master Plan</u>

Each of the Building Types listed above (except Parks and Open Spaces) reflects the maximum number of residential units or square footage, and is listed in the Urban Regulation Instructions shown on page 20 of included in the Master Plan and are more particularly defined in the list of Definitions shown in the Master Plan. The Definitions in the CLURO shall control in the event of a conflict with the definitions in the Master Plan, except that the definitions of “Alley Zone” and “Porch” as shown in the Master Plan shall have application in all proceedings for approval of the Subdivision and in connection with the issuance of construction/building permits for structures erected in the Subdivision. Civic Uses and Parks ~~The arrangement of lots and uses as~~ are depicted on the Site-Master Plan; ~~as same~~ may be amended/modified during the Subdivision-subdivision and conditional use aApproval pProcesses, and shall be subject to the use regulations proscribed in the CLURO, including, but not limited to for instance traffic and parking considerations. ~~[The concept of “Mansion Condos” or “Manor Condos” is eliminated and the lots allocated for that purpose will be sized to accommodate Cottage Houses, such that the number of Residential Land Uses is reduced from 429 to 414, as noted above.]~~

D. The Parties hereto further acknowledge and agree that:

(i) the approved Master Plan ~~(or Design Code), the Site Plan~~ and other ancillary documents approved by the City Council in the Ordinance outline the essential elements required to develop the Property for the above Land Uses into a new traditional neighborhood development, or TND, utilizing new urbanism principles, as required/identified by Goal 12, Policy 12.8 of the City’s Comprehensive Plan, adopted January 4, 2007;

(ii) the necessary elements for the development of the Property will be further refined by Developer submitting the Property, or a part thereof (a “Phase”), to the City for Conditional Use Permit approval as provided herein and to the City Planning Commission for subdivision approval in accordance with Article 12 Division III of the CLURO and satisfying applicable district regulations and criteria for the underlying land uses, including the regulations and criteria contained in Section 8.5 – TRADITIONAL NEIGHBORHOOD DISTRICT DEVELOPMENT and Section 8.2, subsection 8.2.3.7 – SPECIAL MARINA USE CRITERIA as limited in the following paragraph;

~~(iii)~~ (iii) all Land Uses designated “Residential” as shown in yellow- Mansion Condo, Cottage House, Townhouse, Neighborhood House and Large Neighborhood House on the Lot Type Plan on page 24 on the “Town Plan”, page 33 of the Master Plan and Guiding Principles, are permitted uses requiring subdivision review and approval by the City Planning & Zoning Commission in accordance with Article 12 Division III of the CLURO without further proceedings before the City Council. All other Land Uses, including attached residential units allowed as attached residential and mixed-use on the Density Plan on page 23 of the Master Plan commercial, mixed-use and marina development shall be subject to subdivision review and approval in accordance with Division III of the CLURO, as well as conditional use permit review and approval in accordance with the provisions of this agreement. Marina development shall

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comply with the special Marina Use Criteria of Section 8.2.3.7 Special Use Criteria except that no residential occupancy of boats or other residential uses shall be established within areas designated for marina use and no on-site provisions shall be made for dry boat storage or major boat repairs shall be authorized. site plan review in accordance with Section _____ of the CLURO;

(iv) Conditional use permit review and approval shall comply with the following provisions:

(a) Purpose. The purpose of this procedure is to provide for review and discretionary approval of uses or development sites typically having unusual site development features or unique operating characteristics requiring special consideration so that they may be located, designed, and operated compatibly with uses on surrounding properties and within the City at large. The conditional use permit procedure is intended to encourage broad public review and evaluation of site development features and operating characteristics, and to ensure adequate mitigation of potentially unfavorable impacts.

(b) Jurisdiction. The Planning Director shall be responsible for administration of the conditional use permit procedure, and the Planning Commission and City Council shall be responsible for review, evaluation, and action on all applications for a conditional use permit.

(c) Application. Applications for conditional use permit approvals shall be filed with the Planning Director. The application shall include the following:

- 1 Name and address of the owner and applicant and sworn affidavit of ownership.
- 2 Address, legal description and boundary survey of the property, including any existing structures.
- 3 If the applicant is not the legal owner of the property, a sworn statement by the owner that the applicant is the authorized agent of the owner of the property.
- 4 A statement describing the nature and operating characteristics of the proposed use, including any data pertinent to the findings required for approval of the application. For uses involving public assembly, or uses potentially generating high volumes of vehicular traffic, the Planning Director may require specific information relative to the anticipated peak loads and peak use periods, or substantiating the adequacy of proposed parking, loading, and circulation facilities.
- 5 A site plan and the number of copies required by the Zoning Commission's Rules of Procedure a minimum of 8.5" x 11" inches and a maximum of 24" x 36" inches, drawn to scale and sufficiently dimensioned as required to show the following:
 - a. The date, scale, north point, title, name of owner, and name of person preparing the site plan.
 - b. The location and dimensions of boundary lines, with distances and bearings, easements, and required yards and setbacks, water courses, drainage features and location and size of existing and proposed streets and alleys, 100-year floodplains, as well as areas of periodic inundation.
 - c. The location, height, bulk, percent of impervious site surface, general appearance, and intended use of existing and proposed buildings on the site, and the approximate location of existing buildings and their existing uses on abutting sites within fifty (50) feet.
 - d. The location and dimensions of existing and proposed site improvements including parking and loading areas, pedestrian and

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- vehicular access, landscaped areas, utility or service areas, fencing and screening, signs, and lighting.
- e. The center line of existing water course, drainage features and location and size of existing and proposed streets and alleys, the 100-year floodplain, and any areas of periodic inundation.
 - f. A conceptual landscape plan showing the location and size of the existing and proposed landscaped areas and the number and location of Class A and B trees proposed or required to be preserved.
 - g. The number of existing and proposed off-street parking and loading spaces, and a calculation of applicable minimum requirements.
 - h. A conceptual drainage plan showing existing and proposed topography and grading and proposed subsurface drainage structures and retention and water quality enhancement facilities.
 - i. The relationship of the site and the proposed use to surrounding uses, including pedestrian and vehicular circulation, current use of nearby parcels, and any proposed off-site improvements to be made.
 - j. The number of dwelling units, lot areas and density of dwelling units of any residential areas and the lot sizes and locations of any other uses within the Planned Development.
 - k. The locations and the non-residential floor area of all non-residential and mixed-use buildings
 - l. Areas proposed to be conveyed, dedicated or reserved for parks, parkways, playgrounds, school sites, public buildings and similar public and semipublic uses.
 - m. A plan for the location of all public utilities.
 - n. A copy of all agreements, provisions or covenants which are proposed to govern the use, maintenance and continued protection of the development and any of its common open space.
 - o. A representation of the general use and character of land adjacent to the proposed development area within two hundred (200) feet.
 - p. A landscape plan along the boundary of a Planned Development to a depth of one hundred (100) horizontal feet. However, exact building locations need not be dimensioned on the site plan for a Planned Development so long as all areas within which buildings may be constructed or maintained are specifically delineated by building setback lines.
- (d) Fees for Conditional Use Permit Requests – The fees for conditional use permit application shall be \$400 plus \$10 for every acre in excess of 10 acres within each application.
- (e) Report of the Planning Director. The Planning Director shall review the application or proposal and shall prepare a report thereon which shall be filed with the Planning Commission and available to the applicant at least five (5) days prior to the public hearing.
- (f) Public Hearing and Notice. The Planning Commission shall hold a public hearing on each application for a conditional use permit. Public notice shall be given as required for zoning amendments. At the public hearing, the Commission shall review the application and shall receive pertinent evidence concerning the proposed use and the proposed conditions under which it would be operated or maintained, with respect to the findings prescribed herein.

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- (g) Action by the Planning Commission. The Planning Commission shall act on the application not more than twenty (20) days following the closing of the public hearing on a conditional use permit application. The Commission may recommend to grant a conditional use permit as applied for or in a modified form or subject to conditions, or may recommend denial of the application to the City Council. The Commission shall notify the applicant of its recommendation by mail.
- (h) Review and Evaluation Criteria. The Planning Director, the Planning Commission and the City Council shall review and evaluate and make the following findings before granting a Conditional Use Permit or Planned District zoning using the following criteria:
1. Uses specified in this Development Agreement and arranged in conformance with the Urban Regulating Standards of the Master Plan shall be considered internally and externally compatible and consistent with the Comprehensive Plan and CLURO;
 2. Densities, intensities and maximum numbers of units of uses that comply with the provisions of this Development Agreement and the urban Regulating Standards of the Master Plan shall be considered consistent with the Comprehensive Plan and CLURO;
 3. Setbacks and heights of buildings that are located and arranged in substantial conformance with the Urban Regulating Standards of the Master Plan shall be considered to comply with the standards of the CLURO and to be consistent with the Comprehensive Plan.
 4. Comparison with applicable regulations and standards established by the Comprehensive Land Use Regulations applicable to the proposed use and site.
 5. Compatibility with existing or permitted uses on abutting sites, in terms of parking open spaces, landscaping, site development, and access and circulation features.
 6. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
 7. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and land uses in the area.
 8. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
 9. Location, lighting, and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.
 10. Adequacy and convenience of proposed parking and loading facilities and protection of adjacent property from glare of site lighting.
 11. Conformity with the objectives of these regulations and the purposes of the zone in which the site is located.
 12. Compatibility of the proposed use and site development, together with any modifications applicable thereto, with existing or permitted uses in the vicinity.
 13. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure

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compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.

14. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare, or community aesthetics, or materially injurious to properties or improvements in the vicinity.
 - (i) Conditions of Approval. The Planning Commission may recommend and the City Council may establish conditions of approval. Conditions may include, but shall not be limited to, requirements for open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion; and such other conditions as the Commission or City Council may deem necessary to insure compatibility with surrounding uses to preserve the public health, safety, and welfare, and to enable the Commission to make the findings required by the preceding Section.
 - (j) Planning Commission Recommendations to the City Council. The recommendations of the Planning Commission shall be forwarded to the City Council within 10 days after the date on which action is announced.
 - (k) Enactment by Ordinance. The decision of the Planning Commission on an application for a conditional use permit shall be forwarded to the City Council as a recommendation to grant or deny after the Planning Commission holds a public hearing thereon. The City Council shall hold a public hearing on said application. Notice of the public hearings before the Planning Commission and City Council shall be given in the same manner as the notice required for zoning amendments. In the event the decision of the Planning Commission on the application for a conditional use permit is adverse thereto, such ordinance approving the conditional use permit shall not be passed except by an affirmative vote of a four-fifths (4/5) majority of the members of the City Council.
- (l) Lapse of Conditional Use Permit.
 1. For the purposes of this subsection, a conditional use permit shall be deemed to have been granted upon the final affirmative action on the matter by the City Council, notwithstanding the fact that the effectiveness of the Conditional Use Permit for any other purposes may have been stayed due to the necessity of meeting conditions lawfully placed on the granting of the Conditional Use Permit.
 2. Except as otherwise stated in these regulations, authority to issue construction or occupancy permits pursuant to an approved conditional use permit shall expire two years following City Council approval unless during the two-year period, a construction permit is obtained. If a construction permit is obtained, the conditional use permit shall continue in force and effect until (1) two year following the issuance of such construction permit, or (2) two years following the issuance of a certificate of occupancy, whichever is later, providing that construction is not stopped for a period of six months or more. If construction is stopped, the conditional use permit shall expire (1) at the end of such six-month period, or (2) two years following the issuance of such construction permit, whichever is later.
 3. Where more than one building permit is covered by a conditional use permit and when the certificate of occupancy has been obtained on the last building as set forth above (or when the time has been extended as set

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- forth below), the developer shall have an additional two years during which to secure a second construction permit and so on until the project is completed. Otherwise, the conditional use permit shall expire as set forth in these regulations.
4. Construction permits obtained more than five years following the conditional use approval date shall comply with the rules, regulations and ordinances that have become effective since the approval date of the conditional use permit. For the purposes of this subsection, a conditional use permit shall be deemed approved upon the affirmative action of the City Council, notwithstanding the necessity of meeting conditions lawfully placed on the Conditional Use Permit approval.
 5. The City Council may, upon application of the developer, grant a one-year extension to any two-year time period during which a construction permit or certificate of occupancy may be issued when one or more of the following conditions have been met:
 - a. Construction permits have been issued, materials have been acquired and the foundation of at least one building has been placed on the site.
 - b. Where no construction is required, an occupancy permit has been issued and actual operation of the use has begun.
 - c. The developer has made application to the City Council stating reasons, prior to the expiration date of the Conditional Use Permit.
 6. The Building Official shall report to the City Council the actual development accomplished as it relates to the approved conditional use permit. The Council, before acting, shall hold a public hearing on the application.
 7. After the authority for the issuance of construction permits or certificates of occupancy has expired by default pursuant to an approved conditional use permit, no construction permit or certificate of occupancy shall be issued except under a conditional use permit approved upon a new application.
- m. Modification of Conditional Use Permit. An application for modification, expansion, or other change in a conditional use permit approved shall be in accordance with the procedures this Agreement, provided that minor revisions or modifications may be approved by the Planning Director upon determination that the circumstances or conditions applicable at the time of original approval remain valid, and that changes would not affect the findings prescribed in this section of this agreement.
- n. Suspension and Revocation. Upon violation of any applicable provision of this Section, or, if granted subject to conditions, upon failure to comply with conditions, a conditional use permit may be suspended upon notification by the City Clerk to the owner of the use or property subject to a conditional use permit. The City Council shall hold a public hearing within forty (40) days of such notification, and upon a finding that the regulation, general provision, or condition may be necessary to ensure compliance with the regulation, general provision, or condition. The decision of the Council to revoke a conditional use permit shall be effective immediately.
- o. Approval to Run with the Land. The ordinance approving the Conditional Use and the plans approved in conjunction with the ordinance shall be recorded with the Clerk of Court in the Parish courthouse. A conditional use permit granted pursuant to these provisions shall run with the land and shall continue to be valid upon a change of ownership of the site or structure which was the subject of the Conditional Use Permit application subject to the provisions regarding expiration of approval. Cost for recordation shall be born by the applicant.

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~~[This section to be reviewed by David Cressy and Louissette and then discussed with RLM and the Pittman Family to assure that there is a complete understanding of the procedure that follows this Application for Conditional Use Approval.]~~

(iv) The Parties further acknowledge and agree that to the extent that the Master Plan ~~or Design Code~~ does not specifically address components or requirements of the CLURO, or in the event there is a conflict in terminology arising because the ~~Design Code~~ Master Plan uses terms of art, such deficiencies or conflicts shall be resolved by reference to the CLURO which shall control. In the event there is a conflict between the ~~Design Code~~ Master Plan and the CLURO not apparent at this time or subsequently arising, the conflict will be addressed and resolved at the time that the Property or any Phase thereof is submitted for subdivision approval in accordance with ~~Article 12~~ Division III of the CLURO or during conditional use permit review. After final subdivision approval ~~has and conditional use permit approval, as applicable, have~~ been granted and the final subdivision plat for a Phase of the Property has been filed in the public records of St. Tammany Parish, Louisiana, the ~~Design Code~~ Master Plan and Site Plan, as same may have been amended or supplemented during the ~~during the conditional use permit or~~ Subdivision Approval Procedure, together with any other requirements of the Planning Commission, shall control the development of that Phase and the implementation of the Land Uses.

E. The form of buildings within the Subdivision Port Marigny Development shall be governed by the standards and architectural typologies set out in Exhibit 12, attached to the Application for ~~Conditional Use Permit~~ Planned Development approval, and made part hereof (“Architectural Standards”). Design review of proposed structures to assure compliance with the Architectural Standards shall be first considered by the Port Marigny Design Review Board, whose approval must be first granted before a person may make application to the City for a Building Permit. The approval of the Port Marigny Design Review Board shall be evidenced on a form agreed upon by Port Marigny and the City before the first building permit is issued by the City.

[David, can the city refuse to review a building permit application until the PMDRB approves the application?]

Section 34. Obligations of Developer with Respect to Traffic (Trip Generation).

A. The Parties acknowledge that, based on actual traffic counts made at affected intersections designated by the City; data reported by the 9th edition of the *Trip Generation Information Report*, published by the Institute of Transportation Engineers; an agreed upon ITE correction factor, reflecting issues like internal capture, tested at 5%; procedures generally accepted in the Traffic Engineering profession to be reliable; and the collective judgment of Developer’s traffic engineer and City’s traffic engineers, that each Land Use will generate trips that will contribute to vehicular traffic on the City’s street and road system during AM and PM peak hours as calculated in the Traffic Impact Analysis, prepared by Hall Planning & Engineering, Inc., Professional Traffic Engineers, dated December 9, 2015, as supplemented by the Addendum to Traffic Impact Analysis, dated December 14, 2015, which analyses were approved with comments and recommendations by the City’s traffic consultants, Digital Engineering, by letter report dated December 16, 2015 and affirmed at a meeting of the City’s Planning and Zoning Commission held December 17, 2015 (collectively, the “TIA”).

B. In accordance with the collective findings and conclusions reported in the TIA, each of the Land Uses described in paragraph B above is estimated to generate traffic during AM and PM peak traffic times at rates shown in Table 1 of the TIA, entitled *Trip Generation Rates and Equations* (each a “Unit Rate”). Table 2A and 2B in the TIA show net new external vehicle trips after application of the 5% correction factor. For purposes of this Agreement, net new trips calculated in the TIA to be generated from the Subdivision Port Marigny Development during the AM peak hour (“AM Net New Trips”) are used to regulate the development of the Subdivision Site ~~Property~~ Port Marigny because the AM Net New Trips are the trips that will likely cause a decline in the level of service (“LOS”) at the Monroe Street/East Causeway Approach intersection, thereby necessitating implementation of the improvements to the street infrastructure, described herein below. For ease of calculation, the entering and exiting trips

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generated to and from the Subdivision-Port Marigny Development (net new external trips) during the A.M. peak hour have been added together in calculating the Effective Rates, set forth in the table below. The total AM Net New Trips, divided by the number of Units ascribed to each Land Use, yields an Effective Trip Rate for each Unit during the peak AM period as shown in the table below:

AM Effective Trip Rates

Land Use	Entering AM Trips	Exiting AM Trips	Total AM Net New Trips	Units	Effective Trip Rates
Marina	4	8	12	153	0.08
Single Family Detached	28	85	113	157	0.72
Apartments	19	74	93	192	0.48
Condos/Townhouse	7	34	41	80	0.51
Hotel	36	25	61	120	0.51
High Turnover Restaurant	23	18	41	4(k)	10.25
Quality Restaurant	3	3	6	7(k)	0.86
Other Retail/Commercial	25	15	40	60(k)	0.67
Totals	145	262	407		
Adjusted Totals*	144	263	407		

*The Adjusted Totals in the Table above reflect the actual numbers which result from rounding.

C. As shown in the table above, the total number of AM Net New Trips generated by all Land Uses permitted by the Ordinance is 407 external vehicle trips, composed of 144 entering trips and 263 exiting trips (“Total AM Net New Trips”). Developer acknowledges and agrees that provided the only improvements to the City’s street and road system are those improvements undertaken by the City as hereinafter described, Developer may not increase the number of Units within the Subdivision-Port Marigny Development beyond the total number of Units quantified in Section 23 B hereinabove, as approved by the Ordinance.

D. As a part (less than all) of the Port Marigny Development ~~Subdivision~~ is developed (a Phase), the number of new trips attributed to that Phase is calculated by multiplying the number of Units to be developed within the Phase by the Effective Trip Rate applicable to the specific type of Unit, as set forth in the table above, and obtaining a product (“Phase Total AM Net New Trips”). For example, if 20 Single-Family Detached Units are to be developed in a Phase, the total number of new trips generated by these 20 units during AM peak hour is calculated to be 14.40 net new trips, determined by multiplying 20 (the number of Units) by .72 (the Effective Trip Rate).

E. The total of AM Net New Trips generated during the phased development of the Subdivision-Port Marigny Development at any given time is calculated by adding the sum of all Phase Total AM Net New Trips. This sum shall equal the number of AM Net New Trips attributed to the development of the Subdivision-Port Marigny Development at that given time (hereinafter the “Present Total AM Net New Trips”).

F. The Total AM Net New Trips attributable to the development of the Subdivision-Port Marigny Development shall not exceed 407 Total AM Net New Trips, as calculated in accordance with the formula set forth above.

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G. The Present Total AM Net New Trips shall not exceed the Milestone Limit defined in Section 46 hereof, until the Immediate Improvements to the City’s street and road system and the Developer Street Improvements, hereinafter described, have been completed.

H. City and Developer acknowledge and agree that the hereinafter Immediate Improvements and Developer Street Improvements are necessary to accommodate existing traffic and traffic that will be generated from the SubdivisionPort Marigny Development at a LOS compliant with the CLURO.

I. Developer acknowledges and agrees that it will pay its fair share of the costs, fees and expenses for the hereinafter described improvements to the City’s street and road system and additional services attributable to the development of the SubdivisionPort Marigny Development, as more specifically set forth in Section 57 hereof.

J. Developer shall dedicate all streets and roads (but not alleyways) constructed within each Phase of the SubdivisionPort Marigny Development to the public and City shall accept same ~~at the time the Planning Commission grants Final Approval of the Final Subdivision Plat for said Phase~~ in accordance with the requirements and procedures established in ~~Article 12~~ Division III (Subdivision Regulations) of the CLURO.

K. If actual peak AM trips generated by the development exceed the trips projected in this section for the developed phases of the Port Marigny Development by more than twenty percent at the time of conditional use permit application, the Developer agrees to take traffic mitigation measures to be approved by the City to reduce subsequent trip generation from the project or to pro rata participation in providing increased capacity to the intersection of Monroe Street and Massena Street. Pro rata contributions shall be based on the proportion of total peak hour AM traffic at the intersection that will be generated by existing and proposed trip generation of the Port Marigny Development.

Section 35. Obligations of the City.

A. Relying on the representation by Developer that it will fulfil its obligations and responsibilities hereunder and under the terms of the Ordinance, the City hereby agrees and covenants that it, whether acting alone or in conjunction with the Greater New Orleans Expressway Commission, will acquire right-of-way and construct improvements, in accordance with Public Bid Law, to the City’s street and road system for its own purposes, to satisfy inducements made to Developer in the City’s Comprehensive Plan, and to accommodate the development of the SubdivisionPort Marigny Development as herein provided and as provided in the Ordinance, in accordance with the following:

B. The City and Developer acknowledge and agree that based on the recommendations of the City’s traffic engineers and with the concurrence of the Developer’s traffic engineers, certain portions of the City’s street and road system, identified below, must be improved to accommodate the vehicular traffic presently using the City’s street and road system (“Existing Trips”), new trips generated by the development of the SubdivisionPort Marigny Development, and/or future growth from other sources. The Parties agree that the construction of said improvements shall be done by the City, whether acting alone or in conjunction with the Greater New Orleans Expressway Commission, under the provisions of Public Bid Law; however, the costs, fees and expenses to acquire right-of-way and construct the street and road system improvements to a LOS required to accommodate Existing Trips, new trips generated by the SubdivisionPort Marigny Development and future growth shall be shared by City and Developer, as provided in Section 57 hereof.

C. The City acknowledges and agrees that, based on the recommendations of the City’s traffic engineers, and notwithstanding the development of the SubdivisionPort Marigny Development, certain portions of the City’s street and road system, identified below, must be improved from its present LOS (currently LOS “E”) to accommodate the Existing Trips in order to obtain a LOS sufficient to accommodate present and future needs of the City, including development of the SubdivisionPort Marigny Development. These improvements (the “Immediate Improvements”) are generally described as follows:

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Design, engineer and construct a right-turn lane on southbound East Causeway Approach at its intersection with Monroe Street or other improvements having equivalent or greater capacity.

The costs, fees and expenses to design, engineer and construct the Immediate Improvements, sufficient to accommodate Existing Trips and future growth in vehicular, bicycle, and pedestrian traffic from all sources (including the SubdivisionPort Marigny Development) shall be the responsibility of the City, whether acting alone or in conjunction with the Greater New Orleans Expressway Commission.

The Immediate Improvements shall be engineered, designed and constructed within two years from the date that the Developer ~~makes application for development of the records a subdivision plat for the~~ first Phase of the SubdivisionPort Marigny Development, ~~as evidenced by the date affixed to the application for Tentative Approval of Conceptual Sketch Plat in~~ accordance with Article 12 Division III (subdivision regulations) of the CLURO. The Parties agree that time is of the essence in completing these improvements.

D. Contemporaneously with the design, engineering and construction of the Immediate Improvements by the City, the following described improvements to the City’s street and road system shall be designed, engineered and constructed by the City, acting alone or in conjunction with the Greater New Orleans Expressway Commission, in accordance with Public Bid Law, the costs, fees, and expenses for which shall be paid by the Developer (the “Developer Street Improvements”). It is agreed by the Parties that the Developer Street Improvements shall include the following:

Design, engineer and construct a left-turn lane on southbound East Causeway Approach at its intersection with Monroe Street or other improvements having equivalent or greater capacity.

The Developer Street Improvements shall be engineered, designed and constructed within two years from the date that the Developer ~~receives Final Approval of Final Plat of records a subdivision plat for~~ the first Phase of the SubdivisionPort Marigny Development ~~from the City Planning Commission, as evidenced by the date the Final Plat of Phase One of the Subdivision is signed by an authorized representative of the City in accordance with Article 12 of the CLURO in accordance with Division III (subdivision regulations) of the CLURO,~~ and the Developer has made the cash payment required of it to be made under Section 57 A hereof. The Parties agree that time is of the essence in completing these improvements.

E. City shall make available to the Subdivision Site Port Marigny DevelopmentProperty all services presently available to residents of the City, including but not limited to sewerage collection and treatment facilities, potable drinking water, water for fire protection, garbage and trash collection and police protection. Some such services may be provided by third parties who will contract directly with the occupants of the Port Marigny DevelopmentSubdivision under a business arrangement negotiated and approved by City. Developer shall be responsible for constructing at its expense sewerage collection lines, water distribution lines, fire hydrants, appurtenant equipment, and other facilities serving the Land Uses in the SubdivisionPort Marigny Development, as well as facilities external to the SubdivisionPort Marigny Development necessary to connect the SubdivisionPort Marigny Development sewerage collection lines and water distribution lines to the City’s sewerage collection lines, lift stations, water distribution lines. SubdivisionPort Marigny Development Users of City services shall be charged and billed directly by the City for such services in accordance with the tariff applicable to other users of the same classification within the City. SubdivisionPort Marigny Development Users of third party provided services made available by the City through a blanket agreement shall be charged and billed directly by the third party provider of such services in accordance with the tariff applicable to other users of the same classification within the City.

Section 46. Milestone Limit.

A. “Milestone Limit”, as used in this Development Agreement, means the limit imposed by the City on the number of Present Total AM Net New Trips calculated to be generated from the SubdivisionPort Marigny Development, which limit shall remain in effect until the street and

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road improvements identified in Section 35 above are substantially completed as certified by the City engineer and Director of Public Works. By so limiting Present Total AM Net New Trips, the number of Units constructed in the SubdivisionPort Marigny Development is restricted until the City’s street and road infrastructure is adequate to accommodate the Present Total AM Net New Trips.

B. The Milestone Limit applicable to the development of the SubdivisionPort Marigny Development is one hundred and two (102) Present Total Net New AM Trips as calculated in accordance with the formula set forth in Section 35 F hereof.

C. There are no Milestone Limits applicable to the SubdivisionPort Marigny Development once the Immediate Improvements and the Developer Street Improvements have been substantially completed.

Section 57. Financing of Improvements and Services.

A. City, acting alone or in conjunction with the Greater New Orleans Expressway Commission, shall pay the costs directly related to the design, engineering and construction of the Immediate Improvements and Developer Street Improvements.

B. Developer shall reimburse City for its fair share of the costs directly related to designing, engineering and constructing the Developer Street Improvements and for other costs and expenses associated with City providing services to the SubdivisionPort Marigny Development in accordance with Section 35 E hereof, as follows:

- i. Payment by Developer of ~~\$200~~300,000.00 in immediately available funds ~~within thirty days after Developer is granted~~prior to recordation of Final Approval of Final Subdivision Plat for the first Phase of the Subdivision or sooner in the sole discretion of the Developer in order to expedite construction of the street improvements identified in Section 3 hereof; ~~and.~~
- ii. ~~Payment by the owner of a Unit or the owner’s contractor of a one-time impact fee on each Unit when it is first constructed in the Subdivision in accordance with the following schedule:~~

Marina – \$600.00 per slip
Single Family Detached – \$1,000.00 per dwelling unit
Apartments – \$550.00 per apartment
Mansion Condominium – \$550.00 per dwelling unit
Townhouse – \$1,000.00 per dwelling unit
Hotel – \$750.00 per key
High Turnover Restaurant – \$ 2.25 per gross square foot
Quality Restaurant – \$ 2.25 per gross square foot
Other Retail/ Commercial – \$ 1.50 per gross square foot

The Declaration of Covenants, Conditions and Restrictions for Port Marigny Subdivision Development (“CC&Rs”), in a form approved by City, will be filed of record prior to Final Approval of the Final Subdivision Plat for Phase One of the SubdivisionPort Marigny Development or sale of all or any portion of the SubdivisionPort Marigny Development to a third party. The CC&Rs shall contain a provision requiring the owner or contractor seeking to build a Unit(s) in Port Marigny to pay the Impact Fee to the City before the City issues a building permit and construction of any Unit in Port Marigny is commenced. Failure to pay the Impact Fee shall be a violation of the CC&Rs, subject to the procedures and remedies therein provided. The City shall be expressly authorized to enforce the remedies in the event that the Developer, its successors or assigns should fail to do so.

Section 68. Default.

In the event either Party hereto breaches any term, condition or provision of this

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Development Agreement (a default), the non-defaulting Party shall give the defaulting Party written notice of the default, together with sufficient information to put a reasonable person on notice of the facts and reasons giving rise to the default. The defaulting party shall have thirty (30) days from the receipt of the written notice of default to cure same. If the nature of the default is such that more than 30 days is required to cure the default, the non-defaulting party may allow reasonable additional time to cure the default provided that the defaulting Party has begun curing the default within the cure period and has demonstrated a good faith effort to cure the breach. In the event that a default has not been cured timely, as provided herein, the non-defaulting Party shall have the remedies prescribed in the following Section.

Section 79. Remedies.

Should either party to this Development Agreement fail to cure a default as hereinbefore provided or fulfill any of its obligations hereunder or under the terms of the Ordinance, or otherwise breach this Development Agreement, the non-breaching party shall have the right to immediately file suit in the 22nd Judicial District Court in and for the Parish of St. Tammany, State of Louisiana, in law and/or equity, for damages, substantial performance or both. If either party hereto seeks injunctive relief or a temporary restraining order, it may submit sworn affidavits and shall not be required to post bond.

Should the City default by failing to begin design, engineering and construction of the Immediate Improvements and the Developer Street Improvements in time to have same completed within the two year period specified above despite Developer having paid the cash payment required of it under Section 5 B. I hereof, Developer through no fault of its own would be precluded from proceeding with development of the SubdivisionPort Marigny Development beyond because of the Milestone Limit set forth in section 4 above. Therefore, in the event the Immediate Improvements and/or Developer Street Improvements are not begun in a timely manner, Developer may, after the 30 day default notice provided for above, commence design, engineering and construction of the Immediate Improvements and the Developer Street Improvements (including beginning the process or progressing the process during any phase of the design, engineering or construction of the improvements) and charge the cost of same to the City, plus an administration fee of 15%, less the cash contribution required to be made by Developer under Section 5 B I hereof. Alternatively, the City and Developer may agree to adjust the Milestone Limit to permit Developer to continue development of the SubdivisionPort Marigny Development until the City fulfills its obligations hereunder.

Section 810. Compliance Review and Proceedings.

A. Compliance by Developer with the limitation on the construction of new Units and generation of Net New AM Trips with the provisions of this Development Agreement shall be the responsibility of the City’s Director of Public Works.

B. The Director of Public Works shall review at least annually the continued compliance of Developer with the provisions of this Development Agreement. Developer shall cooperate with such review and shall be required to demonstrate good faith compliance with the terms of this Development Agreement. The Director of Public Works shall have the right to make on premise inspections of the SubdivisionPort Marigny Development in the course of such review. If as a result of any such review the Director of Public Works should find reason to question, based on substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Development Agreement, the Director of Public Works shall so report its findings of fact and conclusions of noncompliance to the Mayor of the City of Mandeville and the Clerk of the City Council of the City of Mandeville. At the direction of the Mayor, the Clerk of the Council shall serve notice on Developer that the City Council will, at the a regularly scheduled meeting of the City Council to be held not less than two weeks from the date of such notice, conduct a public hearing concerning the alleged non-compliance reported by the Director of Public Works. In conjunction with such hearing the City Council may, through its Mayor pro Tem or presiding officer, issue orders compelling the attendance of witnesses or production at that hearing of documents or other physical or tangible objects which the said Mayor Pro Tem or

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presiding officer has reason to believe may be of relevance to the alleged non-compliance reported by the Director of Public Works. Such orders shall identify the person compelled to attend and/or documents to be produced and shall be served via hand delivery or registered or certified mail to the last address of such person or possessor of such records known to the City. Copies of such orders shall be provided on request to Developer. The hearing to be conducted by the City Council shall not be governed by the strict rules of evidence and procedure applicable to the District Courts of the State of Louisiana, and Developer shall be provided a reasonable opportunity to question all witnesses who appear at the hearing and to examine all records or objects presented to the Council in the course of the hearing. The Developer shall have the right to be heard and present evidence and testimony in the course of the hearing. If necessary due to constraints of time or in the interest of fairness, the City Council may adjourn the hearing one or more times, on the affirmative vote of the majority of its members. At the close of any such hearing, but not later than the adjournment of its next regularly scheduled meeting, the City Council shall determine by majority vote of its members whether the Developer is in good faith compliance with the terms and conditions of this Development Agreement. Should the City Council determine the Developer is not in good faith compliance with the terms of this Agreement, not later than the adjournment of its next regularly scheduled meeting, the City Council may by majority vote of its members, cause the Developer to cease and desist further construction activities that would result in a violation of this Development Agreement or in the alternative, make such modification of this Development Agreement as it determines is warranted to address the situation arising out of Developer’s non-compliance with the terms and conditions of this Development Agreement. Any decision adverse to the Developer may be appealed, within 30 days from the promulgation of the City Council’s decision directly to the 22nd Judicial District Court in and for the Parish of St. Tammany, State of Louisiana. The District Court shall consider the matter *de novo* and in accordance with Louisiana law relative to and controlling of contractual disputes.

Section 911. Term of Development Agreement. The term of this Development Agreement shall be fifteen (15) years commencing on the date the Ordinance is adopted and recorded in the public records of St. Tammany parishParish, Louisiana, provided however, that if no subdivision plat within the Port Marigny development has been recorded within seven (7) years of the date the Ordinance is adopted and recorded in the public records of St. Tammany Parish, Louisiana, this agreement shall become null and void.

Section 1012. Modifications of Development Agreement. Should any law or regulation of the State of Louisiana or the federal government be enacted or modified, after this Development Agreement has been executed by the Parties, that prevents or precludes compliance with one or more provisions of the Development Agreement, such provisions of this Development Agreement shall be modified or suspended in accordance with the provisions of LSA-R.S. 33:4780.32 as may be necessary to comply with such state or federal laws or regulations. This Development Agreement may also be modified by written consent of City and Developer at any time.

Section 1113. General Provisions.

A. All notices required to be given under the terms of this Development Agreement shall be hand delivered or sent via registered or certified mail, postage prepaid, to the address of the party who is to receive this notice set forth in the appearance section of this Agreement. Any party may at any time, by notice given in compliance with the provisions of this paragraph, identify another address for the giving of notices. Any notice properly deposited in the U.S. Mail in accordance with the provisions of this paragraph shall be deemed to have been received on the date of delivery shown on the return receipt or, if the notice is unclaimed, refused or returned, on the second business day following its deposit in the mail.

B. Terms used herein that are not defined in this Agreement shall have the same meaning as ascribed to them in the TIA, the Master Plan, and Appendix A - Definitions.

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C. In the event that it becomes necessary for one party hereto to institute legal proceedings against the other party to enforce any obligations or protect any rights arising under this Agreement, the party in whose favor judgment is rendered shall be entitled to recover from the adverse party all costs incurred by it in the prosecution of such proceedings, including all reasonable attorneys' fees.

D. This Development Agreement shall be interpreted and applied under and in accordance with the laws of the State of Louisiana.

THUS DONE, READ AND SIGNED, in multiple originals by the parties hereto on the dates indicated below in the presence, respectively, of the below subscribing competent witnesses, after due reading of the whole.

WITNESSES:

CITY OF MANDEVILLE

Print Name:

By: Donald J. Villere, Mayor

Print Name:

Date: _____

WITNESSES:

PORT MARIGNY, LLC

Print Name:

By: Michael N. Pittman, M.D.,
Manager/Member

Print Name:

Date: _____

By: Marcus L. Pittman, M.D.,
Manager/Member

Date: _____

WITNESSES:

PITTMAN ASSETS, LLC

Print Name:

By: Michael N. Pittman, M.D.,
Manager/Member

Print Name:

Date: _____

By: Marcus L. Pittman, M.D.,
Manager/Member

Date: _____