

Attachment A

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ASCENSION



Tommy Martinez
Parish President

**DEVELOPMENT AGREEMENT DA15-01
FOR SILVER OAKS PUD ORDINANCE NO. ZM14-15**

Ver. 4.8.15

BE IT KNOWN, that on the dates herein as executed by both parties, an agreement was made between the Parish of Ascension, hereafter identified as "Parish", and Ascension Properties, Inc., hereafter identified as "Owner", have come to an agreement to allow construction of a Planned Unit Development, with special stipulations that shall run with the land and be of a personal obligation to each party.

WHEREAS: Ascension Parish is a local governmental subdivision as defined by Article VI, Section 44 of the Louisiana Constitution of 1974, and

WHEREAS: The Parish of Ascension is the governing and responsible body over the zoning and regulations within this jurisdiction, and

WHEREAS: The Development Agreement is prepared consistent with authority of LA Revised Statutes 33:4780.21 subpart and Appendix VI, Section 17-6010(B) of the Ascension Parish LDC, and

WHEREAS: Ascension Properties, Inc., the owner of the Silver Oaks PUD development property, has submitted and received an approval with conditions on the concept plan identified as Silver Oaks PUD by the Parish Council with conditions on January 22, 2015 (Ord. #ZM14-15), and

WHEREAS: The Silver Oaks PUD was processed and approved consistent with Appendix VI of the Ascension Parish Unified Land Development Code.

WHEREAS: The final development plan was reviewed and approved by the Planning Commission on February 11, 2015 and

WHEREAS: This final development agreement was reviewed and approved by the Parish Council on _____ and

WHEREAS: The “Parish” and “Owner” come to an agreement to permit and regulate a large scale development identified as Silver Oaks PUD and said agreements, conditions, obligations, and otherwise terms are outlined below.

NOW THEREFORE, the following considerations, terms, conditions, and obligations are agreed to, understood, and accepted by the “Owner”:

A. Silver Oaks Subdivision

- a. Access shall be granted from Germany Road and the owner shall construct an east bound right turn lane on Germany Road at Silver Oaks Drive requires 155 feet of deceleration length in addition to a 165 feet taper length that will be constructed in the first phase.
- b. Owner shall construct 4’ wide sidewalks on all common areas with construction of subdivision improvements.
 - i. The sidewalks shall be placed 0.5’ from the right-of-way line but not within the 12 feet utility servitude.
 - ii. The sidewalks shall be the property of the Home Owners Association and the Home Owners Association documents shall reflect the necessary maintenance and liability language.
 - iii. The sidewalks shall be constructed meeting the ADA standards.
 - iv. The sidewalks shall be constructed using 3,500 psi concrete, 4 inches thick.
 - v. The sidewalks shall have expansion joints every 48 feet with control joints every 6 feet.
- c. Homebuilders shall construct 4’ wide sidewalks with each home prior to C.O. from side property line to property line adjacent to the front boundary within the appropriate sidewalk easement.
 - i. The sidewalks shall be placed 0.5’ from the right-of-way line but not within the 12 feet utility servitude.

- ii. Home Owners Association documents shall include the necessary language to require that each lot construct sidewalks with the completion of each lot.
 - iii. The sidewalks shall be the property of the Home Owners Association and the Home Owners Association documents shall reflect the necessary maintenance and liability language.
 - iv. The sidewalks shall be constructed meeting the ADA standards.
 - v. The sidewalks shall be constructed using 3,500 psi concrete, 4 inches thick.
 - vi. The sidewalks shall have expansion joints every 48 feet with control joints every 6 feet.
- d. Common areas will be provided within the subdivision for residents to gather.
 - e. Owner shall be responsible for maintenance of the “common” areas until such time a Home Owners Association is created and legally takes over that responsibility.
 - f. Entry columns for the subdivision entrance will be constructed in phase 1. Conceptual design of the columns can be found on sheet 3 of the Final Development Plan – This document is included in the development agreement and in appendix A.
 - g. One class “A” tree is to be provided per lot. Trees must be planted prior to C.O. being issued for each lot. Landscape plan is to be found on sheet 2 of the Final Development Plan – This document is included in the development agreement and in appendix A.
 - h. Landscaping shall be installed consistent with the approved Landscaping Plan included in the Final Development Plan package and maintained throughout the entire project construction.

- i. Park/common area landscaping shall be completed by the Owner when water becomes available for irrigation within the associated filing but before the issuance of half of the certificates of Occupancy for that filing.

B. Silver Oaks Apartments

- a. Owner shall obtain and permit access from Louisiana Department of Transportation and Development on Airline Highway (US 61) and construct a northbound right turn lane on Airline Highway (US 61) with a 365 feet of deceleration length in addition to a 165 feet taper length in phase 2.
- b. Vehicular and pedestrian access shall be granted and constructed from the proposed Silver Oaks Drive in phase 2
- c. Owner shall permit with Louisiana Department of Transportation and Development and construct an exclusive right turn lane for the westbound approach on Germany Road at Airline Highway (US 61) before the Certificate of Occupancy (C.O.) is issued on the 10th building.
- d. Owner shall provide the following amenities in phase 2. All amenities are located near the clubhouse as indicated on sheet 1 of the Final Development Plan and in detail on sheet 3 – This document is included in the development agreement and in appendix A.
 - i. Swimming pool of at least a size of 1,000 square feet.
 - ii. Pool side deck of at least a size of 2,000 square feet.
 - iii. Playground area with play equipment for 2-12 years of age.
 - iv. A shade pavilion (16' x 20' in size)
- e. Sidewalks will be provided for pedestrian access throughout the site connecting the apartments to the surrounding parking, pond, playground, and pool area. The construction of these sidewalks are to take place at the time of the phase indicated on the Final Development Plan. The sidewalk connections between the apartments and subdivision will take place in phase 2 and 3. Sidewalks are to be constructed as noted in section A.
- f. Perimeter fencing is to be constructed adjacent to the residents along the

south side of the property in phase 2 and adjacent to the residents in phase 3 as indicated in the Final Development Plan sheet 2.

- g. Entry signs for the apartment complex are to be constructed in phase 2 and 3. Conceptual design of the signs are to be found on sheet 3 in the Final Development Plan – This document is included in the development agreement and in appendix A.
 - h. A proposed clubhouse with a maintenance room is to be constructed in phase 1 at the front main entrance of the apartment complex as seen in the FDP on sheet 1 and 6 – This document is included in the development agreement and in appendix A.
 - i. Mail kiosk is to be constructed in phase 1 at the front entrance of the apartment complex as seen in the FDP on sheet 1 and 6 – This document is included in the development agreement and in appendix A.
 - j. Gate entry will be constructed in each phase 2 and 3 at each of the entrances as seen on the FDP on sheet 1 and 6 – This document is included in the development agreement and in appendix A.
 - k. Craftsman style architecture with large roof over hangs, gable roofs and decorative wood bracket supports. Materials include brick, cementitious board lap siding (hardipanel), cementitious board shake siding (hardipanel) on gable ends, double 6/1 lite vinyl single hung windows and Architectural grade shingles.
- C. Owner shall ensure that each phase or filing adheres to the approved Drainage Impact Study.
- D. Owner to provide sewer collection and treatment for both the subdivision and apartment complex.

AND FURTHER, The following considerations, terms, conditions, and obligations are agreed to, understood, and accepted by the **“Parish”**:

- A. Variances have been granted from the current Unified Land Development Code as follows:
 - a. Section 17-2045(A) The maximum number of dwelling units for an apartment building is 48 units per development.
 - b. Table (B): Maximum building height of 35'.
- B. Parish grants PUD zoning approval contingent with the densities, setbacks, heights, land uses, etc. as outlined in the approved Master Plan, Ordinance ZM14-15.

SEVERABILITY: In the event that any portion of this agreement is ever held invalid or unconstitutional for any reason by any court of competent jurisdiction over it, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions of the agreement.

DEFAULT / VIOLATION: Any act of violation or lack of fulfillment to any obligation herein shall be deemed a breach of contract and shall nullify the agreement in entirety until such agreement is brought back into compliance by either party. In the event of a default, violation, or expiration of the agreement, the Owner shall be notified of such violation and given 45 days in which to rectify the situation. If such correction is not obtained or pursued by the owner within the 45 days, the Parish may issue a stop work order on any or all active permit(s) for the Silver Oaks PUD until such conflict is brought into compliance with this agreement. No work or permits shall continue or be granted until the agreement is brought into compliance or the work being sought is brought into compliance with this agreement. This section does not preclude any federal, state, or local law of jurisdictional enforcement of the appropriate and applicable regulations in place.

EFFECTIVE DATE: This agreement comes into full affect the day the latest signature is executed below.

GENERAL PROVISIONS: This agreement shall adhere the following general provisions:

- A. This agreement is and shall constitute a contract under and in accordance the laws of the State of Louisiana.
- B. This agreement may not be changed or terminated orally.
- C. This agreement and the rights, interest or obligations of Owner under this agreement may be assigned, sold or delegated by Owner to any party (the "Transferee"), without the prior written consent of the Parish, so long as the Transferee recognizes this Agreement in the Act of Transfer and Assumes the obligations of Owner under this Agreement as to the Property so transferred by Owner to Transferee. Upon the assignment, sale of transfer by Owner according to this Agreement, the Owner will be relieved of the responsibility or obligations arising under this Agreement as to the Property and obligations so assigned, sold or transferred." The "owner" shall provide written notice to the "Parish" of the change of "owner" and the applicable property and obligations so transferred.
- D. Upon fully execution of this agreement, the Owner shall have this agreement recorded in the Clerk of Court within 7 business days from final execution of the agreement.
- E. A certified recorded copy shall be provided to the Parish Planning and Development Department within 7 business days from recording.
- F. Amendments may only be made with both parties agreeing in writing and recording.
- G. No other change in regulation, jurisdiction, or outside 3rd party influence shall affect this agreement, including but not limited to relaxation in policy or ordinances, change in political jurisdiction, etc.
- H. All communication pertaining to this agreement shall be certified mail to the below locations:

**Parish President
 Parish of Ascension
 208 E. Railroad Street
 Gonzales, LA. 70737**

**President or Managing Member
 Ascension Properties, Inc.
 16326 Blaise Road
 Prairieville, LA 70769**

**Copies to Planning and Development Director and the Planning Commissioners at:
 42077 Churchpoint Rd.
 Gonzales, LA. 70737**

EXPIRATION: This agreement shall not expire and shall run with the land, the “owner”, and “parish”. Modifications to this agreement shall require both parties’ execution and recordation of agreed action to this agreement. The Parish shall retain the authority to terminate this agreement at such time obligations are met. Official termination shall be filed in the Clerk of Court official records for the parish.

EXHIBITS:

- A. Final Development Plan Set

IT IS AGREED THAT I HAVE FULLY READ AND UNDERSTAND ALL COVENANTS, RESTRICTIONS, OBLIGATIONS, AND PROVISIONS SET FORTH IN THIS AGREEMENT AND HAVE DULY AND WILLINGLY ACKNOWLEDGED AND EXECUTED THIS AGREEMENT:

Attest:

**Randy Clouatre,
Parish Council Chair**

Date:

Attest:

**Jackie Callendar,
Planning Commission Chair**

Date:

Attest:

Tommy Martinez, Parish President

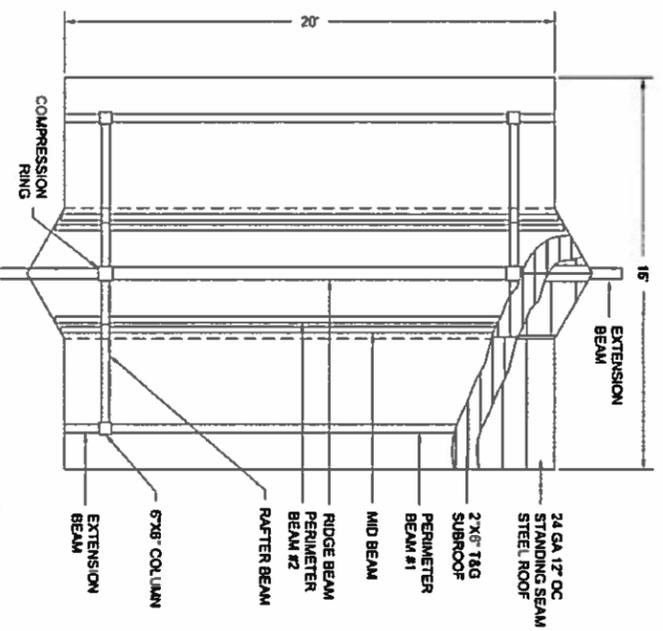
Date:

Attest:

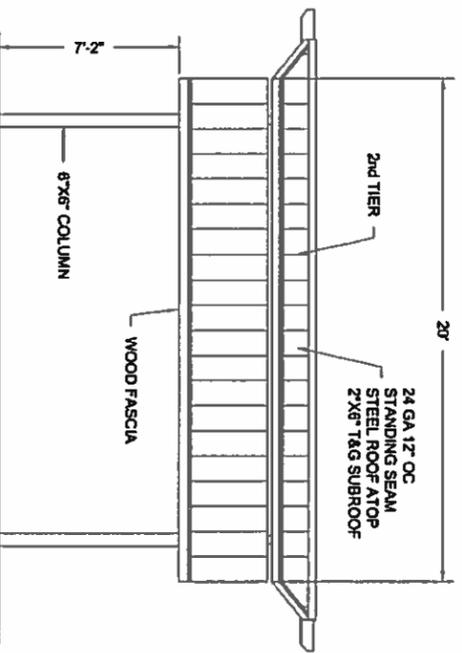
**Chris Ingram,
Ascension Properties, Inc.**

Date:

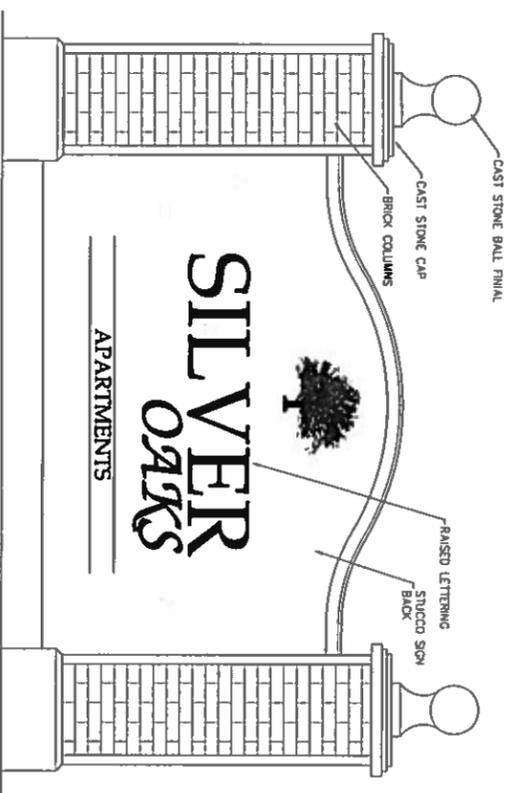
EXHIBIT A



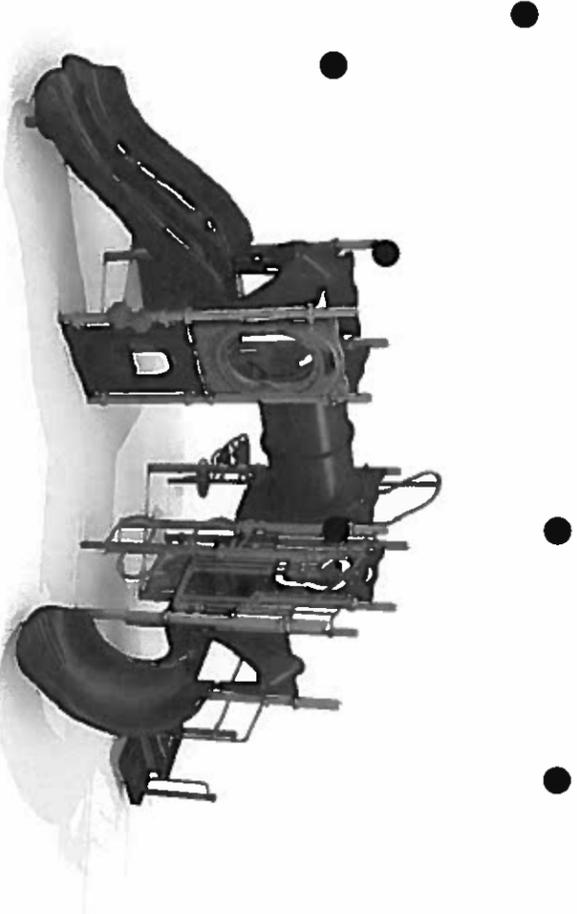
PLAN: 16' x 20' SHADE PAVILION AT PLAYGROUND (N.T.S.)



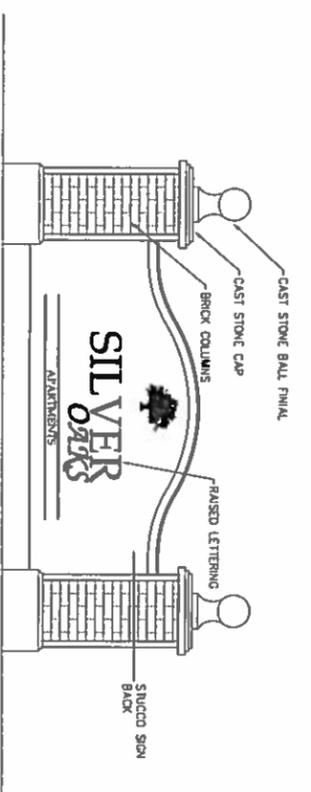
ELEVATION: 16' x 20' SHADE PAVILION AT PLAYGROUND (N.T.S.)



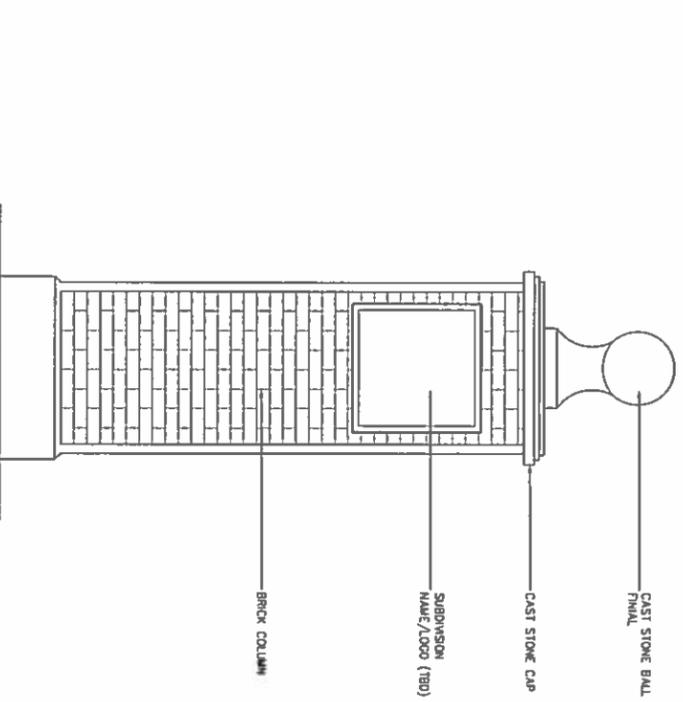
CONCEPTUAL SIGN AT MAIN ENTRANCE (AIRLINE HWY.) (N.T.S.)



PLAY EQUIPMENT (2-12 YRS) (N.T.S.)



CONCEPTUAL SIGN AT SECONDARY ENTRANCE (GERMANY RD.) (N.T.S.)



CONCEPTUAL ENTRY COLUMNS AT SUBDIVISION ENTRANCE (GERMANY RD.) (N.T.S.)

TITLE: AMENITIES CONCEPT DETAILS

PROJECT: SILVER OAKS

DESCRIPTION: BEHOLD THE NEW COLUMBIAN TRACT LOCATED IN SECTION 14, TOWNSHIP 3 EAST, RANGE 8 SOUTH, SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA.

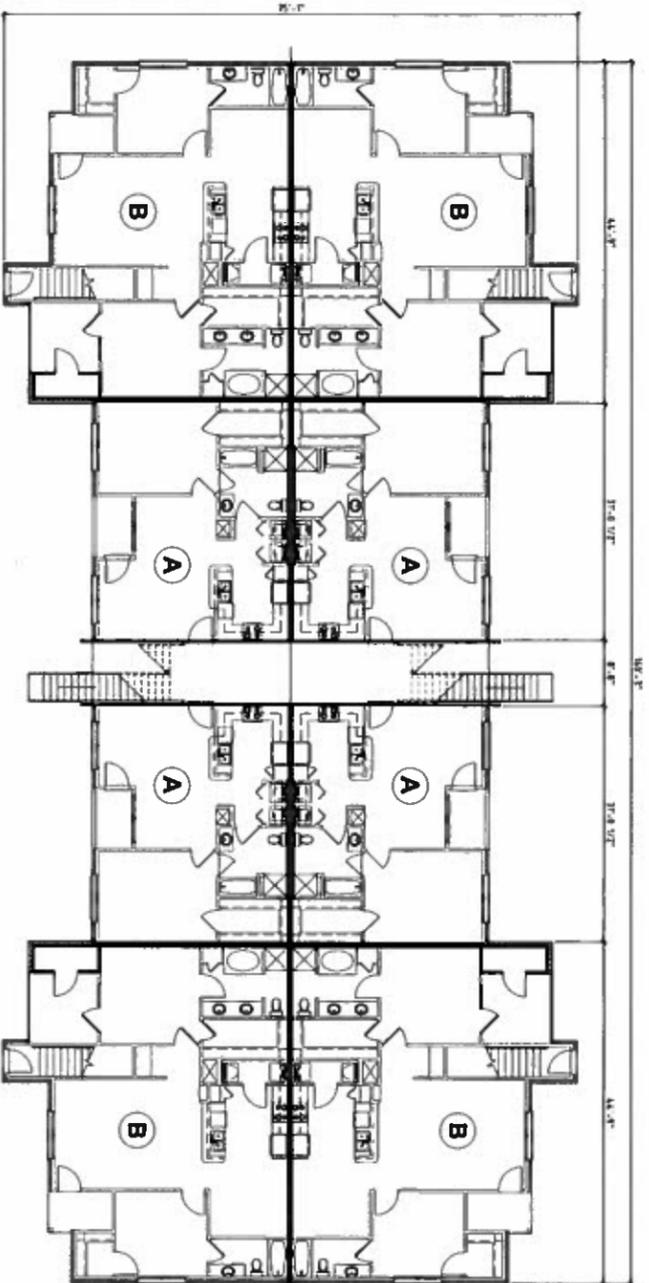
CLIENT: ASCENSION PROPERTIES INC.
14115 BLAZE RD.
MONROEVILLE, LA 70199

JAMES D. DODDS ARCHITECT AIA
LANCE MALLEY ARCHITECT AIA
403 North Seventh Street
Baton Rouge, LA 70802
Tel: (225) 715-1777
lance@jddarchitect.com

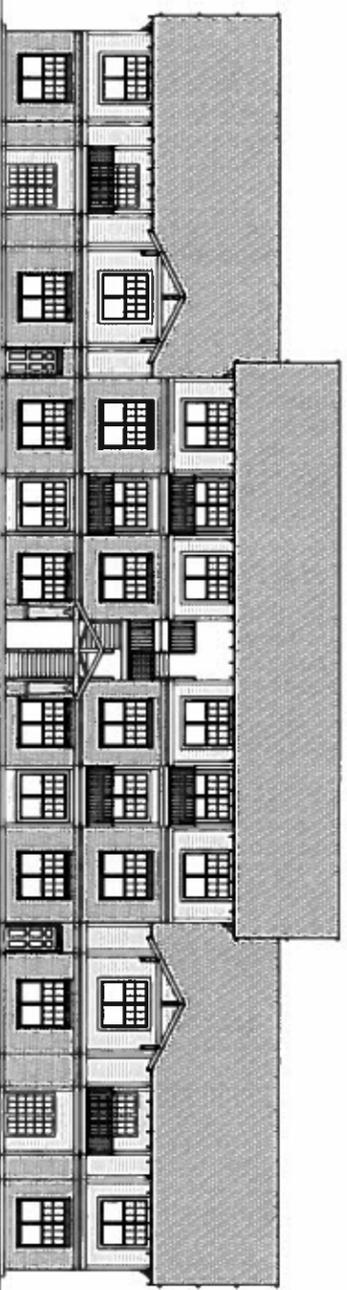
Architectural Studios

QUALITY
14180 Riverchase Court, Suite 100
Baton Rouge, LA 70817
Tel: 225-996-1400 Fax: 225-996-1167
www.qualityla.com

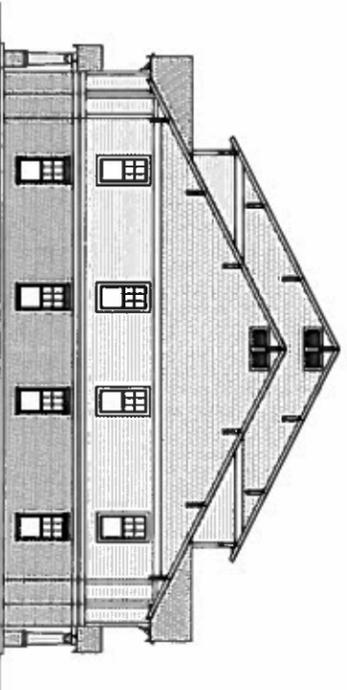
Project No.	Y4587	Date:	JANUARY 2015	Scale:	3 OF 6
Drawn By:	ALD/RSB	Checked By:	ALL		



1 BUILDING TYPE 1 - FLOOR PLAN
SCALE: 3/32" = 1'-0"

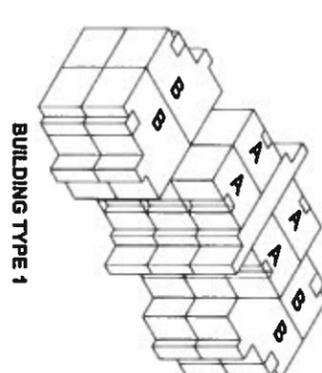


2 BUILDING TYPE 1 - FRONT/REAR ELEVATION
SCALE: 3/32" = 1'-0"



3 BUILDING TYPE 1 - SIDE ELEVATION
SCALE: 3/32" = 1'-0"

BILL OF MATERIALS									
ITEM	QUANTITY	UNIT	DESCRIPTION	NET AREA	ORDER AREA	UNIT PRICE	TOTAL NET	TOTAL ORDER	TOTAL AREA
1	1	EA	WOOD FLOORING	1200	1200	10.00	12000.00	12000.00	12000.00
2	1	EA	WOOD FLOORING	1200	1200	10.00	12000.00	12000.00	12000.00
3	1	EA	WOOD FLOORING	1200	1200	10.00	12000.00	12000.00	12000.00
4	1	EA	WOOD FLOORING	1200	1200	10.00	12000.00	12000.00	12000.00
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97	1	EA	WOOD FLOORING	1200	1200	10.00	12000.00	12000.00	12000.00
98	1	EA	WOOD FLOORING	1200	1200	10.00	12000.00	12000.00	12000.00
99	1	EA	WOOD FLOORING	1200	1200	10.00	12000.00	12000.00	12000.00
100	1	EA	WOOD FLOORING	1200	1200	10.00	12000.00	12000.00	12000.00



BUILDING TYPE 1

NOTE:
ALL DRAWINGS LOCATED ON THIS SHEET PROVIDED BY "THE ARCHITECTURAL STUDIO"

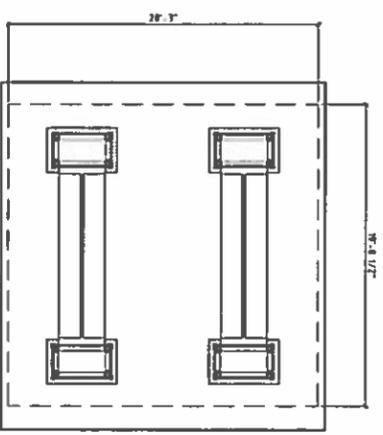
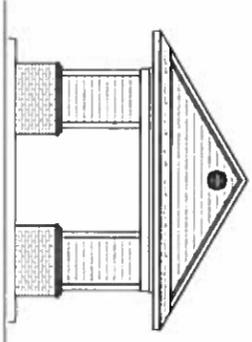
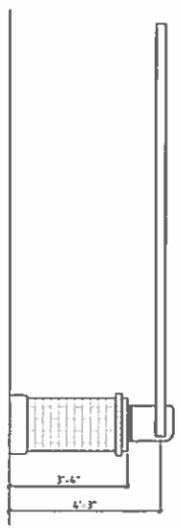
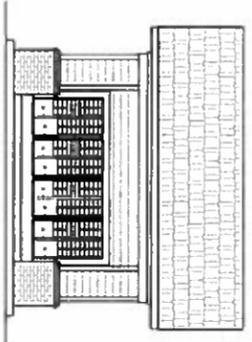
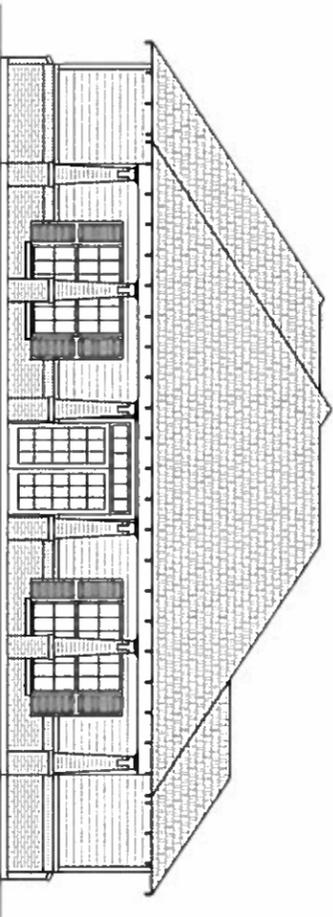
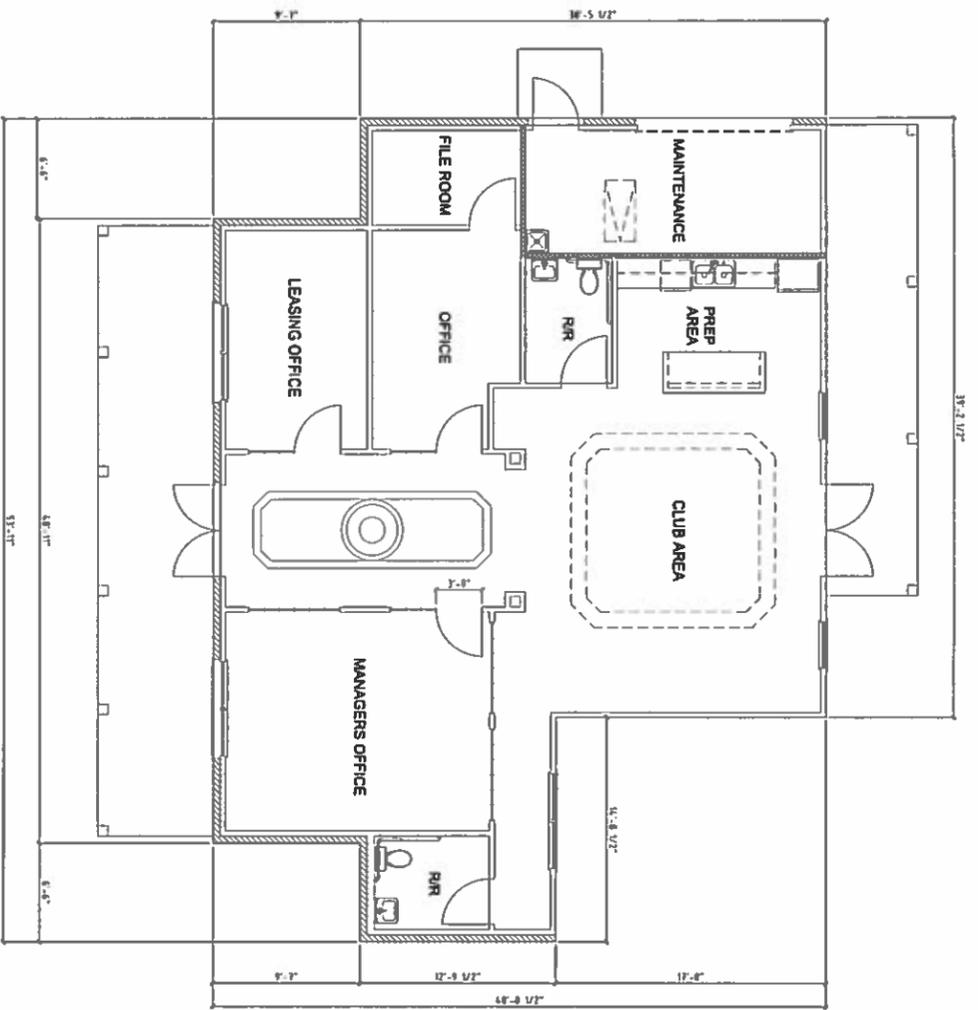
Architectural Studio
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ARCHITECTURAL BUILDING TYPE 1
SILVER OAKS

CLIENT: ASCENSION PROPERTIES INC.
16124 BLAZE RD.
PRAIRIEVILLE, LA 70769

CONSTRUCTION: BEHND THE E.W. CARABINA TRACT
LOCATED IN SECTION 7, TOWNSHIP 3 EAST, RANGE 8 SOUTH,
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PROJECT: 14897
DATE: JANUARY 2013
SHEET: 6 OF 6

CLIENT: ASCENSION PROPERTIES INC.
16136 BLAISE RD.
PRAIRIEVILLE LA 70769

DESCRIPTION: BRING THE E.W. CARROLL TRACT
LOCATED IN SECTION 7 TOWNSHIP 3 EAST RANGE 9 SOUTH,
SOUTH-EASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER,
ASCENSION PARISH, LOUISIANA.