

**SECOND AMENDMENT TO DEVELOPMENTAL AGREEMENT
(Nord du Lac Commercial Property)**

BE IT KNOWN, on the dates hereinafter set forth;

BEFORE EACH OF US, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State hereinafter set forth, and in the presence of the undersigned and competent witnesses,

PERSONALLY CAME AND APPEARED:

PARISH OF ST. TAMMANY, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA, 70434, herein appearing by and through Michael B. Cooper, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter (hereinafter referred to as "**Parish**");

and

WAINER BROTHERS, a Louisiana partnership, organized and existing under the laws of the State of Louisiana, operating in accordance with the Amended and Restated Agreement of Partnership registered in Partnership Book 11, folio 738 of the records of Jefferson Parish, Louisiana, herein represented by its undersigned partners, duly authorized, which mailing address is declared to be 3421 N. Causeway Blvd, Suite 201, Metairie, Louisiana 70002 (hereinafter referred to as "**Wainer**");

The above captioned parties hereinafter may be collectively referred to as "**Parties**" and individually as "**Party**."

WITNESSETH

WHEREAS, the Parties entered into a Developmental Agreement under the authority of St. Tammany Parish Policy Jury Ordinance No. 92-1655, by Developmental Agreement dated June 9, 2006, recorded as Instrument No. 1579755 of the records of St. Tammany Parish, La. ("Developmental Agreement").

WHEREAS, the Parties amended the Developmental Agreement pursuant to the First Amendment to Developmental Agreement dated February 21, 2018, recorded as Instrument No. 1676954 of the records of St. Tammany Parish, La. (the "First Amendment").

WHEREAS, the Parties desire to further amend and supplement the Developmental Agreement and First Amendment in the particulars hereinafter set forth in order to recognize additional contributions by Wainer for infrastructure benefiting the Parish and the public, which were not mandated as a condition of development and are in excess of the requirements of St. Tammany Parish; and

WHEREAS, it is the intent of the Parties to include the additional expenditures of money in accordance with the contracts and invoices attached hereto as Exhibit "A" and made a part hereof, and to allow Wainer to utilize such contribution as a credit against the Impact Fee Ordinance as defined in the Developmental Agreement, as same may be amended from time to time.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within the Developmental Agreement, the First Amendment and this Second Amendment to Developmental Agreement, the Parties hereto agree and bind themselves as follows:

1. The Parties do hereby add new Section 3(b) entitled "**2023 Supplemental Construction and Improvements; Assessment and Collection**" to read as follows:

3(b) 2023 Supplemental Construction and Improvements: Assessment and Collection:

3b(1) Arising from the increase in population within portions of District 1 and District 3 of the Parish, in general the area bounded by Louisiana Highway 21 on the east, the Little Tchefuncte River on the north, U.S. Interstate 12 on the south and Louisiana Highway 1077 on the west, and the desire of Wainer and the Parish to continue to bring and/or provide central sewerage service to this area, Wainer intends to construct and install a sewer force main and lift station, along with all appurtenant facilities and equipment relating thereto, extending from a point along Bootlegger road to the sewerage treatment facilities owned by Utilities Inc. of Louisiana located adjacent to and north of U.S. Interstate 12, all in accordance with plans and specifications approved by St. Tammany Parish described as follows:

Engineering Design, permitting, excavation, and installation of a 12" sewer force main and lift station, all in accordance with plans and specifications by Richard C. Lambert Consultants, Design Engineers as approved by the St. Tammany Parish Department of Engineering.

All work will be performed according to the cost itemization contracts and invoices itemized on the attached Exhibit "A", as same may be accepted and or confirmed by the Parish.

(herein referred to as "**Supplemental Infrastructure Improvements**").

3b(2) All Supplemental Infrastructure Improvements have been approved by the State of Louisiana and the St. Tammany Parish Department of Engineering prior to any work commencement and all work will be completed by Wainer, through its contractors, including Byron E. Talbot, Contractor, Inc. The Supplemental Infrastructure Improvements will be completed at a total estimated cost of \$1,170,389.33. Upon completion of the Supplemental Infrastructure Improvements, Wainer shall provide the Parish sufficient data to substantiate the total payments for the Supplemental Infrastructure Improvements and, upon the Parish receipt of this data, Wainer shall be entitled to an additional Impact Fee Credit against amounts due or to become due and owing under the Impact Fee Ordinance, as amended from time to time, as that obligation is set forth in Section 3 of the Developmental Agreement, of one-half of the actual cost of the Supplemental Infrastructure Improvements, not to exceed \$585,194.67 ("**Impact Fee Credits**"). It being understood that these Impact Fee Credits shall not accrue until actual completion of the Supplemental Infrastructure Improvements. This Second Amendment to Developmental Agreement may, post-completion, be supplemented to confirm in writing the actual Impact Fee Credits awarded, without the necessity of further approval of the St. Tammany Parish Planning Commission and/or St. Tammany Parish Council.

3b(3) Wainer and the Parish agree that the provisions of this Second Amendment to Developmental Agreement shall supersede the Impact Fee Ordinance and shall govern and control any obligation of Wainer and the Parish as it relates to the matters set forth herein, including but not limited to the amount due for impact fees under the Impact Fee Ordinance. The provisions of the Impact Fee Ordinance in conflict with this Second Amendment to Developmental Agreement, or the procedures of the Impact Fee Ordinance not complied with in execution of and adoption of this Second Amendment to Developmental Agreement are specifically waived.

3b(4) The Impact Fee Credits created in this Second Amendment to Developmental Agreement are in addition to the Impact Fee Credits set forth in Section 3.2 of the Developmental Agreement and Section 3.2(a) of the First Amendment.

3b(5) This Second Amendment to Developmental Agreement is intended to supplement the Developmental Agreement and the First Amendment with Section 3(b) set forth above; all of the original sections of the Developmental Agreement and First Amendment shall remain in full force and effect and this new Section 3(b) shall be incorporated into the Developmental Agreement and First Amendment as a new Section to the Developmental Agreement. All of the provisions of the Developmental Agreement executed by the Parties and recorded as Instrument No. 1579755, and the First Amendment executed by the Parties and recorded as Instrument No. 1767945, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Developmental Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the date first herein above set forth, after diligent reading of the whole, in various counterparts on this the _____, day of _____, 2023.

WITNESSES:

ST. TAMMANY PARISH

BY:

MICHAEL B. COOPER, President

NOTARY PUBLIC

Name: _____

Bar Roll No: _____

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Developmental Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the date first herein above set forth, after diligent reading of the whole, in various counterparts on this the _____, day of _____, 2023.

WITNESSES:

WAINER BROTHERS

BY:

BRUCE WAINER, PARTNER

NOTARY PUBLIC

Name: _____

Bar Roll No: _____

EXHIBIT "A"

Labor & Materials	\$ 1,037,250.00
Engineering and Consulting Fees	\$ 58,837.50
Surveying	\$ 13,490.00
Legal (Servitudes)	\$ 5,079.00
Total Costs	\$1,114,656.50
Plus 5% Contingency	\$ 55,732.83
TOTAL	<u>\$ 1,170,389.33</u>