



TIM BAUDIER  
Mayor

NICOLE S. LEE  
City Clerk/Tax Collector

# City of Harahan

6437 Jefferson Highway  
Harahan, Louisiana 70123  
Phone (504) 737-6383  
FAX (504) 737-6384

## CITY COUNCIL

JASON D. ASBILL  
TOMMY BUDDE  
ERIC CHATELAIN  
CRAIG JOHNSTON  
CARRIE WHEELER

**NOTICE IS HEREBY GIVEN** that the Council of the City of Harahan will conduct a **Public Special Meeting on Monday, May 24, 2021 at the Harahan City Hall Council Chambers, 6437 Jefferson Highway, Harahan, Louisiana, at 5:00 p.m.**

The meeting will also be livestreamed. A link for the broadcast will be posted on the City website. Those citizens unable to attend in person may submit written comments via email to [clerk@ci.harahan.la.us](mailto:clerk@ci.harahan.la.us), via facsimile to (504) 737-6384 Attn: City Clerk, or by hand delivery to City Clerk by Monday, May 24, 2021 by 4:00 p.m.

The following agenda items will be considered:

### **ROLL CALL**

### **ORDINANCE FOR APPROVAL**

**PROPOSED ORDINANCE NO. 2021 – 8 (Deferred 05/20/2021)**

An Ordinance authorizing the approval, adoption, and execution of that certain Amended and Restated Development Agreement for the Residential and Commercial Redevelopment of the Former Colonial Golf & Country Club by and between JW Colonial Group, LLC and the City of Harahan. *(A full copy of the Proposed Amended Development Agreement is available for public inspection at Harahan City Hall and on the city website [www.harahanla.gov](http://www.harahanla.gov))*

### **ADDRESS THE COUNCIL**

### **ADJOURN**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact City Hall at (504)737-6383, describing the assistance that is necessary.

**BY ORDER OF THE MAYOR  
TIMOTHY BAUDIER  
CITY OF HARAHAH**

**City of Harahan  
6437 Jefferson Highway  
Mayor and Harahan City Council  
Special Meeting Agenda**

**Date: May 24, 2021**

**Time: 5:00 P.M.**

**The Public Meeting is called to order by the Mayor.**

**Pledge of Allegiance.**

**ROLL CALL**

**ORDINANCE FOR APPROVAL**

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**ADDRESS THE COUNCIL**

**ADJOURN**

**A. The following matter involving pending litigation may be considered**

**(Court, Case, Number, Parties):**

- 1. Wood Materials LLC, Wood Resources LLC v. City of Harahan, 24<sup>th</sup> JDC, Case 761-783, Div. "K"**
- 2. Gulf Coast Underground v. City of Harahan, 24<sup>th</sup> JDC, Docket No. 801282, Div. "J"**
- 3. Michael Wright v. City of Harahan, et al, US District Court, Civil Action No. 19-13529, Sect. F(5)**
- 4. Mary Erler v. City of Harahan and Veolia Corp and ABC Ins. Co., 24<sup>th</sup> JDC, Case 757-888, Div. "F"**
- 5. Ronald Lightell v. Harahan Police Dept. and City of Harahan, Civil Action No. 20-cv-672**
- 6. Brandon J. Venegas v. Harahan Police Dept. and City of Harahan, 24<sup>th</sup> JDC, Case 802-181, Div. "K"**

**B. The following matter involving prospective litigation for which formal written demand has been made may be considered.**

**C. The following matters involving discussion of the character, professional competence, or physical or mental health of:**

**Name:**

1 The following Ordinance was proposed by Councilman Asbill and seconded by Councilman  
2 Chatelain:

3 **PROPOSED ORDINANCE NO. 2021 – 8**

4 An Ordinance authorizing the approval, adoption, and execution of that certain Amended and  
5 Restated Development Agreement for the Residential and Commercial Redevelopment of the  
6 Former Colonial Golf & Country Club by and between JW Colonial Group, LLC and the City of  
7 Harahan.

8 **WHEREAS**, JW Colonial Group, LLC (“JW Colonial”) is the owner of certain property  
9 commonly known as the former Colonial Golf & Country Club within the City of Harahan, Parish  
10 of Jefferson, State of Louisiana (the “Property”); and

11 **WHEREAS**, JW Colonial and the City of Harahan have negotiated and agreed to the terms  
12 of an Amended and Restated Development Agreement for the Residential and Commercial  
13 Redevelopment of the former Colonial Golf & Country Club (the “Amended Development  
14 Agreement”; see “Attachment ‘A’”); and

15 **WHEREAS**, the Amended Development Agreement shall replace and supersede that  
16 certain Development Agreement for Retail Shopping Center and Additional Acreage Within the City  
17 of Harahan (“Original Development Agreement”) which was previously approved under Ordinance  
18 No. 1777 and which Original Development Agreement shall be cancelled by this ordinance as  
19 permitted and authorized by La. Rev. Stat. Ann. 33:4780.30; and

20 **WHEREAS**, pursuant to Resolution No. 2021-620, the Planning and Zoning Commission  
21 of the City of Harahan at its meeting held on May 12, 2021, conducted a public hearing to consider  
22 the potential adoption of the Amended Development Agreement in accordance with La. Rev. Stat.  
23 Ann. 33:4780.28; and

24 **WHEREAS**, the City of Harahan has reviewed and evaluated the sufficiency of sewer,  
25 drainage, and other available utilities for the development of the Property and has confirmed that  
26 sufficient capacity is available; and

27 **WHEREAS**, this ordinance is adopted by the City of Harahan through the exercise of its  
28 police power and after consideration of the health, safety and general welfare of the public and the  
29 citizens of the City of Harahan; and

30 **WHEREAS**, the City Council for the City of Harahan determined that the approval,  
31 adoption and execution of the Amended Development Agreement shall provide for economic  
32 development, employment opportunities and financial benefits for the City of Harahan and that it is  
33 in the best interest of the City of Harahan to approve, adopt and execute the Amended  
34 Development Agreement;

35 **NOW THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the  
36 City of Harahan that:

37 **SECTION 1.** The Amended Development Agreement by and between JW Colonial and the  
38 City of Harahan in a form substantially in conformance with the Amended Development Agreement  
39 attached hereto and made a part hereof is authorized and approved.

40 **SECTION 2.** The Mayor of the City of Harahan is authorized and empowered to affix his  
41 signature to the Amended Development Agreement, and to execute any all documents necessary to  
42 fully implement this Ordinance.

43 **SECTION 3.** This ordinance shall and hereby does abrogate, revoke, cancel and repeal  
44 Ordinance No. 1777 and the Original Development Agreement. It is the specific intent of this  
45 Ordinance that the Amended Development Agreement shall completely replace and supersede the  
46 Original Development Agreement.

47 **SECTION 4.** The Municipal Clerk for the City of Harahan shall cause to be recorded in the  
48 mortgage and conveyance office of the Parish of Jefferson in accordance with La. R.S. 33:4780.31.

49 **SECTION 5.** If any provision of this ordinance is held to be invalid or otherwise  
50 enforceable by the final judgement of a court of competent jurisdiction; such invalidity shall not  
51 affect the validity of any of the remaining provisions of this ordinance that maybe given effect

52 without the invalid provision; and to this end the provisions of this ordinance are hereby declared to  
53 be severable.

54 **SECTION 6.** All ordinances or parts of ordinances which are or may be in conflict with  
55 this ordinance are hereby repealed.

56 The Ordinance having been considered by section, and as a whole, a vote was taken, and the  
57 vote was as follows:

58

59 YEAS:

60 NAYS:

61 ABSENT:

62 ABSTENTION:

63

64 This Ordinance was declared adopted on this \_\_\_\_ day of \_\_\_\_\_, 2021, to become  
65 effective immediately upon the signature of the Mayor or upon the expiration of the time period  
66 without the signature of the Mayor.

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70 \_\_\_\_\_  
Timothy Baudier, Mayor

\_\_\_\_\_  
Nicole Lee, City Clerk

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ATTACHMENT "A"

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**  
**FOR THE RESIDENTIAL AND COMMERCIAL REDEVELOPMENT**  
**OF THE FORMER COLONIAL GOLF & COUNTRY CLUB**

This Amended and Restated Development Agreement (the "Agreement") is by and between JW Colonial Group, LLC ("Owner") and the City of Harahan ("City"). Owner and the City are sometimes hereinafter collectively referred to as the "Parties" or individually as a "Party".

**WHEREAS**, at the time of its acquisition by Owner, the entirety of the former Colonial Golf & Country Club consisted of approximately 88 acres (the "Property") and was designated on the zoning map of the City as zoning classification R-1A; and

**WHEREAS**, on November 21, 2013, the City enacted Ordinance No. 1760 subdividing the Property into two adjoining lots, Lot A-2A and Lot A-2B; and

**WHEREAS**, on November 21, 2013, the City enacted Ordinance No. 1761 rezoning Lot A-2A from zoning classification R-1A to zoning classification C-1; and

**WHEREAS**, on September 18, 2014, the City enacted Ordinance No. 1777 adopting a "Development Agreement for Retail Shopping Center and Additional Acreage within the City of Harahan" (the "Original Development Agreement") by and between Owner and the City to confirm certain development matters with Owner with respect to Lot A-2A (commercial lot) and portions of Lot A-2B (residential lot); and

**WHEREAS**, on January 25, 2018, the City enacted Ordinance No. 1842 providing for the subdivision of Lot A-2A into Lots 1-6, Colonial Center; and

**WHEREAS**, on February 8, 2018, Owner and the City entered into that certain Memorandum of Understanding ("MOU") which contemplated the terms and conditions under which the Development Agreement may be amended to permit Owner to proceed with its current development plans (the legal validity of the MOU has never been established or accepted by the Parties); and

**WHEREAS**, on June 29, 2018, Owner executed that certain Easements, Covenants and Restrictions Agreement which agreement was recorded in the Conveyance records of Jefferson Parish on July 3, 2018 at CIN No. 11833177, Conveyance Book 3407, page 767 (the "ECR"); and

**WHEREAS**, on November 21, 2019, the City enacted Ordinance No. 1880 providing for the rezoning of Lots 1-8, Colonial Place, Phase 1 (formerly Lot 3 of Colonial Center) from C-1 Neighborhood Commercial District to R-1A Single Family Residential District; and

**WHEREAS**, on May 21, 2020, the City enacted Ordinance No. 1893 providing for the subdivision of Lot 3 into Lots 1-8, Colonial Place, Phase 1 (the "Approved 8 Lots"); and

**WHEREAS**, Owner has filed an additional subdivision request to establish Lots 9-14, Colonial Place, Phase 1, which is pending under proposed Ordinance No. 2020-25 (the "Proposed 6 Lots (9-14)"); and

**WHEREAS**, on December 27, 2021 the City enacted Ordinance No. 1908 providing for the preliminary plat approval for the subdivision of a portion of Lot A-2B-1 into Lots 1-34, Colonial Place, Phase 2 (the "Proposed 34 Lots (1-34)"); and

**WHEREAS**, considerations of sound municipal planning, subdivision and zoning practice substantiate the need for a restatement and clarification of certain provisions of the Original Development Agreement and Owner has agreed to payments to the City as compensation for development impacts and as additional financial consideration for the City; and

**WHEREAS**, the City and Owner have agreed to rescind and cancel the Original Development Agreement and MOU and to entirely amend and restate the terms and conditions for development of the Property.

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**NOW, THEREFORE,** Owner and the City do hereby acknowledge, confirm and agree to the following:

1. Owner and the City hereby rescind and cancel the Original Development Agreement and MOU. Any term, condition or provision of the Original Development Agreement or MOU shall be considered superseded, annulled, and repealed and shall no longer represent an obligation of the Parties or either Party.

2. This Agreement shall constitute the Development Agreement which shall regulate and control the development of the Property and the relationship between the Parties.

**I. Commercial Parcel**

3. The commercial parcel now consists of Lots 1, 2, 4, 5 and 6-A, Colonial Center (the "Commercial Parcel").

4. Phasing shall not control the order of development of lots within the Commercial Parcel. Owner shall be permitted to proceed with development or sale of lots within the Commercial Parcel in any order in its discretion.

5. There shall be no separate square footage limitations, height or bulk restrictions for commercial structures. All structures and uses within the Commercial Parcel are subject to the prevailing C-1 commercial zoning benefits and restrictions.

6. The access to interior commercial lots have been established and are regulated by the ECR as a private agreement. The ECR also establishes reciprocal rights of access and obligations for the creation and maintenance of roads, lighting, signage, and related matters.

**II. Residential Development Parcels**

7. The residential development parcels within the Property and subject to this Agreement include the 40 Acre Parcel (defined below), the Levee Lots (defined below), the Approved 8 Lots, the Proposed 6 Lots (9-14), the Proposed 34 Lots (1-34) and any other parcels approved for residential type development by the City and located within the Property (collectively the "Residential Development Parcels").

8. The Residential Development Parcels shall be subject to the terms of HCO Appendix A-Zoning, Section V(c)(2)(b) for lot area limitations.

**III. Restricted Residential Development (40 acres)**

9. A 40-acre parcel within the residential area shall be subject to development limitations as provided herein. The 40-acre parcel is designated as "40 acres" as set forth on the attached Plan Showing 40 Acres prepared by Ronald Clement P.L.S., dated August 5, 2019 and attached hereto and made a part hereof as Exhibit "A" (the "40 Acre Parcel").

10. There shall be no maximum number of lot limitations within the 40 Acre Parcel. Development of lots by Owner shall only be subject to minimum City standards (i.e. HCO Appendix A-Zoning, Section V(c)(2)(b)).

11. Owner shall establish a minimum average buffer and setback of 75 feet along the Colonial Club Drive sideline within the 40 Acre Parcel. The buffer will be provided by establishing a new residential rear lot line which would average at least 75 feet inside the existing property line. The buffer and setback area may include additional drainage ponds, stormwater storage, walking paths, street entrances and related subdivision entrance amenities, but may not contain rear driveways for individual homes with access onto Colonial Club Drive. The allowable subdivision entrance amenities may include, for example, a fountain, decorative landscaping, lighting and other architectural or landscaping features to highlight the subdivision



125 entrance. Owner may elect to keep and maintain the buffer area in its natural state in  
126 accordance with Harahan municipal ordinances.

127  
128 12. The subdivision within the 40 Acre Parcel will be defined along the  
129 Colonial and Glenwood sidelines by a uniform fence which must be of a high-quality  
130 material and cannot be made of chain link. Construction of the Glenwood sideline  
131 fence may be delayed as may be reasonably necessary to accommodate the Pump to  
132 the River Project (defined below) or other drainage improvements.

133  
134 13. A thirty-five-foot (35') buffer and setback shall be established on the  
135 Glenwood sideline. This buffer area may include drainage improvements, sidewalks  
136 and walking paths, or Pump to the River Project improvements.

137  
138 14. Owner and the City acknowledge and agree that the Proposed 34 Lots (1-  
139 34) are located within the 40 Acre Parcel. Owner and the City further agree that the  
140 Proposed 6 Lots (9-14), the Approved 8 Lots and the Levee Lots are located outside of  
141 the 40 Acre Parcel and not subject to the prohibitions against residential lots and  
142 driveways nor the 75-foot buffer requirement along Colonial Club Drive.

143  
144 15. Owner and the City acknowledge and agree that the residential development  
145 limitations in this Section III shall not apply to any other development parcel and shall  
146 only apply to the 40 Acre Parcel.

#### 147 148 **IV. Residential Levee Lots**

149  
150 16. To the south of the 40-acre parcel there is located a 13.8033 acre residential parcel  
151 adjacent to the Mississippi River Levee (the "Levee Lots").

152  
153 17. Notwithstanding any zoning or subdivision regulations to the contrary, the home  
154 (residential building structure) height maximum for the Levee Lots shall be fifty feet (50'). To the  
155 extent legally necessary, the City shall adopt a text change amendment to the HCO Appendix A –  
156 Zoning to authorize this designated height maximum.

157  
158 18. Owner may provide for the separate and independent development of the Levee  
159 Lots. In the event of such separate development, the Levee Lots, if feasible and evaluated and  
160 approved by both Party's professionals, shall be allowed to use existing sanitary sewer facilities  
161 from the former clubhouse or as directed by the City.

#### 162 163 **V. Stormwater Management Area**

164  
165 19. Owner previously established a 17.2168-acre servitude area reserved as a  
166 Stormwater Management Area under the ECR.

167  
168 20. The Stormwater Management Area shall be controlled and maintained by  
169 the Commercial Parcel but the drainage servitude may be used by both the Commercial  
170 Parcel and the Residential Development Parcels. Control of the Stormwater  
171 Management Area by the Commercial Parcel shall not prevent residential cost sharing  
172 for expenses.

173  
174 21. The Commercial Parcel shall maintain and repair all stormwater detention  
175 and the Stormwater Management Area in accordance with best stormwater  
176 management practices and as required by City ordinances. Upon the occurrence of a  
177 violation, the City may subject the offending party to the penalties created by law.

178  
179 22. The Stormwater Management Area shall be private and not open to the  
180 public. Owner may permit and/or restrict use of the Stormwater Management Area by  
181 residential homeowners, commercial owners and/or tenants.

182  
183 23. Owner shall improve and construct the Stormwater Management Area in a  
184 manner proportionate to actual construction of improvements within the Commercial  
185 Parcel and/or as may be necessary to accommodate drainage for construction within  
186 the Residential Development Parcels.

187  
188 24. Owner and the City acknowledged and agreed that a master drainage plan  
189 was submitted for the Property by Owner's engineer and the City's engineer has  
190 confirmed and approved its calculations.  
191

192 25. Owner and/or the City shall reasonably cooperate with Jefferson Parish to  
193 establish a "pump to the river" project which may be generally located along the  
194 Glenwood sideline of the Property (the "Pump to the River Project"). If such a project  
195 is actually implemented, Owner shall grant such reasonably necessary servitudes or  
196 other property rights along the Glenwood sideline to cause the project to proceed. In  
197 consideration for such lost property rights, Owner may reduce the Stormwater  
198 Management Area and convert an equivalent sized parcel of the Stormwater  
199 Management Area (equal to the lost property rights) to residential type use and  
200 development subject to any then existing residential zoning rules.  
201

202 26. The drainage servitude established for the Stormwater Management Area  
203 under the ECR may be relocated, adjusted and/or modified by Owner subject to the  
204 continued adherence to the appropriate and required drainage mitigation capacity and  
205 further subject to the approval by the City. In the event of such modification or  
206 relocation, Owner shall provide a certification from its engineer and the City's drainage  
207 professional that the stormwater management plan as modified contains sufficient  
208 capacity for the then existing developments and improvements within the Property. At  
209 all times, the Stormwater Management Area shall be sufficient to accommodate all  
210 developed uses within the Property in accordance with sound engineering practices.  
211

212 27. Owner shall construct all drainage improvements for the Commercial Parcel  
213 and/or the Residential Development Parcels in accordance with current code  
214 requirements of the City as such code requirements exist at the time of permit  
215 submission by Owner.  
216

## 217 **VI. Sanitary Sewer**

218

219 28. Owner shall construct all sewer improvements for both the Residential  
220 Development Parcel and Commercial Parcel in accordance with current City code  
221 requirements as such code requirements exist at the time of permit submission by  
222 Owner.  
223

224 29. The City confirms that sufficient capacity exists within the City's  
225 wastewater treatment system to accommodate the developments on the Residential  
226 Development Parcels and the Commercial Parcel as contemplated by this Agreement  
227 provided that Owner makes all payments to the City as required by this Agreement and  
228 municipal ordinances as future sewer improvements by the City are required.  
229

## 230 **VII. Payments to the City**

231

232 30. Owner shall pay to the City a total amount of \$750,000 to be paid in the following  
233 manner:  
234

235 a. \$450,000 as an advanced deposit of Sewer Impact Fees ("450K Advance  
236 Deposit") upon Final Plat approval of the Proposed 34 Lots (1-34). This advanced  
237 payment may be used by the City in accordance with HCO Sec. 84-64.1—  
238 Wastewater Facilities Impact Fees.  
239

240 b. In the event that the Proposed 6 Lots (9-14) are approved prior to the approval of  
241 the Proposed 34 Lots (1-34), Owner agrees to release \$100,000 of the \$450,000  
242 upon Final Plat Approval of the Proposed 6 Lots (9-14).  
243

244 c. In the event of the early release of the \$100,000, the remaining \$350,000 of  
245 the \$450K Advance Deposit shall remain due for Sewer Impact Fees and payable  
246 upon Final Plat Approval of the Proposed 34 Lots (1-34).  
247



248 31. Owner shall pay an Advanced Deposit of \$50,000 of Traffic Impact Fees (“\$50K  
249 Advance Deposit”) upon Final Plat approval of the Proposed 34 Lots (1-34). This advanced  
250 payment may be used by the City in accordance with HCO Sec. 84-64.2—Traffic Impact Fees.  
251

252 32. The \$450K Advance Deposit and \$50K Advance Deposit shall be credited to  
253 property owners impact fees in the aforementioned amounts. Impact fees beyond the advanced  
254 deposits shall be charged to the lot owners applying for a building permit at the time of the permit  
255 application.  
256

257 33. Further, only fees set at the time of execution of this Agreement are valid fees for  
258 the Property (inclusive of the Residential Development Parcel and the Commercial Parcel). (i.e.  
259 88-acre development shall not be subject to new, one-time fees).  
260

261 34. Owner agrees to provide additional matching funds of up to \$150,000 for capital  
262 projects (excluding sewerage, drainage, and streets) within the City within 30 days of approval of  
263 this Agreement.  
264

265 35. Owner agrees to provide an additional \$100,000 for recreation capital projects  
266 within the City within 30 days of approval of this Agreement. Owner reserves the right to  
267 reasonably restrict these funds to certain recreation projects.  
268

269 36. For the avoidance of doubt, the maximum amount of payments due from Owner to  
270 the City under this Agreement shall be \$750,000.00.  
271

#### 272 **VIII. General Provisions**

273  
274 37. The City shall implement an expedited procedure by adjusting its advertising  
275 practices by simultaneously advertising the Council agenda with the Planning and Zoning  
276 Commission agenda so that such advertisements may run concurrently. The purpose of this change  
277 is to expedite development, zoning and subdivision approvals for the Property and payments to  
278 the City.  
279

280 38. During construction, Owner shall require its contractors and subcontractors to  
281 maintain all construction areas in a reasonably clean and orderly manner.  
282

283 39. Any and all construction and development of utilities and infrastructure shall be in  
284 accordance with applicable City laws, ordinances, and regulations.  
285

286 40. Owner shall obtain all required permits and approvals.  
287

288 41. The City shall determine the location and number of fire hydrants to be installed at  
289 Owner’s expense provided that such number and locations conform with any applicable parish or  
290 state laws or regulations.  
291

292 42. During construction of any phase of development, on-street parking will be  
293 discouraged, and Owner shall use its reasonable best efforts to cause its contractors and/or  
294 subcontractors to park on-site within the Property.  
295

296 43. Owner shall cause its contractors and/or subcontractors to obtain and maintain  
297 liability and other customary insurance coverage in reasonable amounts. The City shall be made  
298 an additional named insured on any such policies.  
299

#### 300 **IX. Miscellaneous**

301  
302 44. Condition Precedent. This Agreement and the obligations of the Parties hereunder  
303 (including, without limitation, the payments due from Owner) shall be subject to and conditioned  
304 upon the adoption of a final, non-appealable, valid and enforceable ordinance confirming that this  
305 Agreement is approved by both the City Council and Mayor. Pending the legal approval of this  
306 Agreement, the Original Development Agreement shall remain in full force and effect.  
307

308 45. Term. The duration of this Agreement shall be perpetual unless sooner terminated  
309 by the mutual consent of the Parties.

310  
311 46. Severability. Each provision of this Agreement is intended to be severable. If any  
312 term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity  
313 shall not affect the legality or validity of the remainder of the Agreement.

314  
315 47. Successors and Assigns. This Agreement shall inure to the benefit of the  
316 transferees, successors and assigns of each Party. Any transferee, successor and/or assignee of  
317 Owner shall be bound and obligated by Owner's obligations under this Agreement as may be  
318 limited by the parcel or parcels which may hereinafter be subject to transfer or sale.

319  
320 48. Controlling Law. This Agreement has been entered into in the State of Louisiana  
321 and this Agreement, including any rights, remedies, or obligations provided for thereunder, shall  
322 be construed and enforced in accordance with the laws of the State of Louisiana.

323  
324 49. Counterpart Execution. This Agreement may be executed simultaneously in two  
325 or more counterparts, each of which shall be deemed an original and all of which, when taken  
326 together, constitute one and the same document. The signature of any party to any counterpart shall  
327 be deemed a signature to, and may be appended to, any other counterpart. Facsimile or electronic  
328 signatures on this Agreement shall be as effective as original signatures on this Agreement.

329  
330 50. Headings. Section and other headings contained in this Agreement are for reference  
331 purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent  
332 of this Agreement or any provision hereof.

333  
334 51. Amendments. Any amendment to this Agreement shall be in writing and executed  
335 by both Owner and the City.

336  
337 52. Gender. The gender (or lack of gender) of all words used in this Agreement includes  
338 the masculine, feminine, and neuter.

339  
340 IN WITNESS WHEREOF, Owner and the City have executed this Agreement on the \_\_\_\_  
341 day of \_\_\_\_\_, 2021.

342  
343 **City of Harahan**

344  
345  
346 By: \_\_\_\_\_  
347 Timothy Baudier  
348 Its: Mayor

349  
350 **JW Colonial Group, LLC**

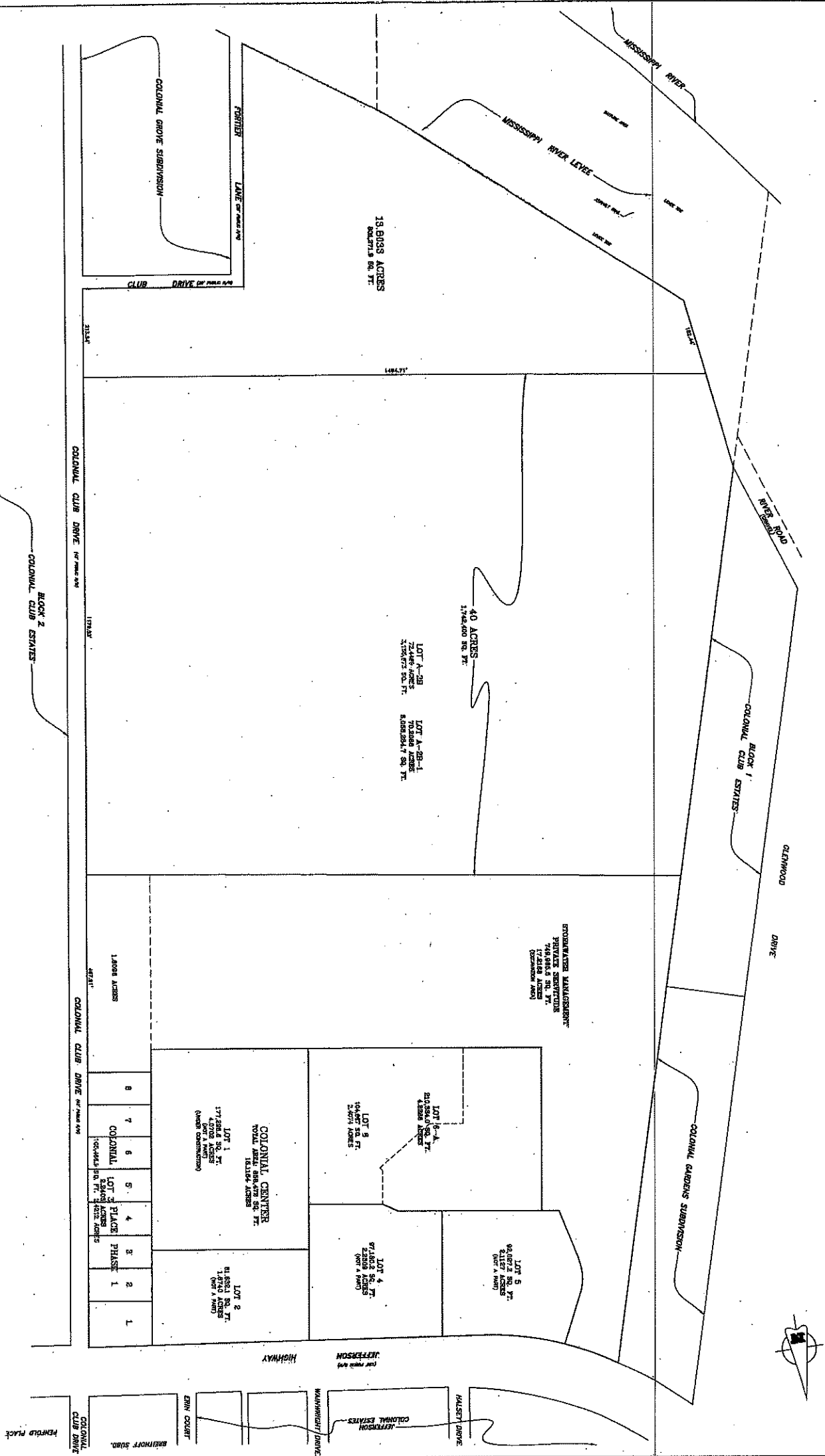
351  
352 By: Hudson Partners, L.L.C.  
353 Its: Member

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356 By: \_\_\_\_\_  
357 Wayne C. Ducote  
358 Its: Authorized Individual

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361 By: WG Ventures, L.L.C.  
362 Its: Member

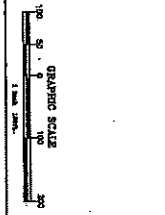
363  
364  
365 By: \_\_\_\_\_  
366 Danny McKearan  
367 Its: Authorized Individual

PLAN SHOWING 40 ACRES, PORTION OF LOT A-2B-1  
 CITY OF BARBON, JEFFERSON PARISH, LOUISIANA



**DAVID CLARK, P.L.L.C.**  
 PROFESSIONAL LAND SURVEYOR  
 2300 BOULEVARD, SUITE 1118  
 MONROE, LOUISIANA 70133  
 PHONE: 337-335-4444  
 FAX: 337-335-4444  
 EMAIL: DAVID@DAVIDCLARK.COM

THIS PLAN BEING AN ORIGINAL OF SAID SURVEYOR  
 AND BEING A TRUE AND CORRECT COPY  
 OF THE ORIGINAL FILED IN THE OFFICE OF THE  
 CLERK OF COURTS, PARISH OF BARBON, LOUISIANA  
 ON 08/15/2011 AT 10:00 AM.



**GENERAL NOTES:**  
 1. THE PLAN BEING AN ORIGINAL OF SAID SURVEYOR AND BEING A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THE OFFICE OF THE CLERK OF COURTS, PARISH OF BARBON, LOUISIANA ON 08/15/2011 AT 10:00 AM.  
 2. THE PLAN BEING AN ORIGINAL OF SAID SURVEYOR AND BEING A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THE OFFICE OF THE CLERK OF COURTS, PARISH OF BARBON, LOUISIANA ON 08/15/2011 AT 10:00 AM.  
 3. THE PLAN BEING AN ORIGINAL OF SAID SURVEYOR AND BEING A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THE OFFICE OF THE CLERK OF COURTS, PARISH OF BARBON, LOUISIANA ON 08/15/2011 AT 10:00 AM.