

## Cameron M Boissiere

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**From:** Anthony <neworleanscandles@gmail.com>  
**Sent:** Thursday, March 30, 2023 11:33 PM  
**To:** CPCINFO  
**Subject:** Map Amendment input

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

I attended the Planning District 4 and 5 joint meeting for Map Amendment input.

Kinda glad I did.

Even though it felt like, putting on the very edge of district 4, in a place with limited parking, on a street where even the councilman in attendance had a little concern about his safety, it felt like you were actively discouraging participation and input.

And reading the proposals I can see why. Considering that changing most General Commercial, on parcels that were already occupied by large retailers, to Mix Use Medium Density, which would exclude them going forward would likely be controversial if most people understood where that eventually led.

The practice of doing this by district undercut that understanding, If the Lowes, or its successor, is no longer allowed to exist in your plan of our city, that effects me even if I don't live in Planning District 7, If the Home Depot, or it's successor, is no longer allowed to exist in your plan for our city, that effects me, even if I don't live in Planning District 2,

If Restaurant Depot, or Rouses on Tchoup, or Walmart on Tchoup, or any of the other larger retailers targeted in this misguided project aren't able to exist this has impacts all the way over to how much I pay in property taxes because all the sales tax went to Jefferson.

Breaking this up by District just obscures the way in which the city is connected.

Anthony Favre

## Cameron M Boissiere

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**From:** Anthony <neworleanscandles@gmail.com>  
**Sent:** Thursday, March 30, 2023 10:00 PM  
**To:** CPCINFO  
**Subject:** PD4-01 Master Plan FLUM amendment

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This is completely foolish for 2 reasons.

1- The attempts to even call most of this General Commercial has failed and will likely continue to fail.

and

2- Why would we want it to succeed? Many of the businesses that already operate here in wholesaling, warehousing and service/repair provide vital services to the city and we should be encouraging that rather than trying to site more residential on marginal properties and businesses that might rely on foot traffic in a corridor that serves vital transportation functions. Not everything needs to be "Mixed Use".

Once again why would we give up the capacity that these types of businesses provide for our city? I think those who keep proposing this need some lessons in the essential blue collar nature of much of our workforce. We should not keep pushing these jobs out of our Parish so that other parishes might reap the benefits of their sales and employment.

I oppose PD4-01

Anthony Favre

## Cameron M Boissiere

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**From:** Anthony <neworleanscandles@gmail.com>  
**Sent:** Thursday, March 30, 2023 10:14 PM  
**To:** CPCINFO  
**Subject:** PD4-02

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Really y'all,

We had this discussion.

The 'new urbanist' whatever that keeps insisting that everything has to have some residential is going be detrimental to the economy of New Orleans but in this case its' probably going to be detrimental to the residents health.

Don't put residents on brownfields!

I oppose PD4-02

Anthony Favre

## Cameron M Boissiere

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**From:** Anthony <neworleanscandles@gmail.com>  
**Sent:** Thursday, March 30, 2023 10:24 PM  
**To:** CPCINFO  
**Subject:** PD4-04 FLUM amendment

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

I completely support this map change.

This is yet another case of lack of concern over existing commercial properties getting swept up in the mania to turn everything into "residential"

My only regret is that I didn't catch this and bring it to the attention of anyone back when they were writing the CZO.

I completely support PD4-04

Anthony Favre

## Cameron M Boissiere

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**From:** Anthony <neworleanscandles@gmail.com>  
**Sent:** Thursday, March 30, 2023 10:38 PM  
**To:** CPCINFO  
**Subject:** PD4-06

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

I support FLUM amendment PD4-06

Anthony Favre

## **Cameron M Boissiere**

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**From:** Anthony <neworleanscandles@gmail.com>  
**Sent:** Thursday, March 30, 2023 10:42 PM  
**To:** CPCINFO  
**Subject:** PD4-07

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

I oppose PD4-07 primarily because it could possibly introduce residents into an important industrial/warehousing area and their complaints about that activity (even though it predates them) could alter the nature of area

Anthony Favre

## Cameron M Boissiere

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**From:** Anthony <neworleanscandles@gmail.com>  
**Sent:** Thursday, March 30, 2023 10:10 PM  
**To:** CPCINFO  
**Subject:** PD4 - 07 FLUM Map Amendment

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

I am not typically persuaded and I'm generally skeptical of moving from General Commercial

I am a little softer in my opposition here due to the fact that I think the Coca-Cola plant has plans already. But I'm not entirely sure we should be moving people into industrial/warehousing neighborhoods without an understanding that the industrial/warehousing nature of the neighborhood takes precedence. Which means that complaints from residents about the industrial/warehousing activity in the neighborhood should be taken with the understanding that the industrial/warehousing activity was there first and they should have known what they were getting themselves into. We need places for industrial/warehousing activity in the city, accessible for both the consumers and the workers. The entire Master Plan mostly failed to take that into account.

I object a little, seeing how the property fronts on Francis and any residential is likely going to be occupied by Xavier Students as that campus grows and I don't want to see them stop growing for lack of housing. I still have qualms about diminishing the industrial/warehousing base of the city.

Anthony Favre

K17-1001

Agreement No. 190

**JOINT-USE AGREEMENT  
STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

This agreement is made and entered into on the 6<sup>th</sup> day of September, 2017, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD" and the City of New Orleans hereinafter referred to as "Lessee".

WITNESSETH:

That DOTD for and in consideration of the covenants, conditions, agreements and stipulations of Lessee expressed does hereby agree to allow Lessee to use the land and airspace of Interstate Highway 10 (I-10) within the limits of State Project No. 450-16-39 and Federal Project No. I-10-5(61) as shown on the attached drawings marked "Exhibit B" for a term of (20) years which will be automatically renewed each 20 years unless terminated by one or other of the parties.

The premises shall be used during the tenancy hereof exclusively for the purpose of allowing a Public Marketplace and Lessee agrees that no income will be generated by the proposed use.

The premises to be used by Lessee are more particularly described in "Exhibit A".

This agreement is granted subject to the Federal Highway Administration (FHWA) provisions outlined in "Exhibit C" and the following general conditions as applicable unless clearly inappropriate:

- (1) The use of the premises shall conform in all respects to Title 23, Code of Federal Regulations, Section 710, Subpart D, "Real Property Management." It is clearly understood that the use permitted under this Joint-Use Agreement shall be unconditionally subject and subordinate to the right of DOTD to use the land for highway and other transportation purposes. Vehicular access to the area described in this Agreement directly from the established grade line of an Interstate Highway is specifically prohibited.



The airspace of this Agreement located below and within ten (10) feet of elevated structures, shall not extend above a point one (1) foot lower in elevation than the bottom of the structure, and shall include the bottom of steel and concrete girders, pile caps, etc., as applicable.

(2) Vehicles used or designed for the transportation of gasoline or petroleum products shall not be permitted on the premises; nor shall flammables (liquids, gases and solids), as well as explosives, bulk storage of gasoline, or petroleum products, be permitted on the premises.

(3) Structures authorized to occupy the airspace will be of fireproof construction, as defined by the provisions of the applicable building codes, and will not be used for the manufacture of inflammable material, or for the storage of materials, or other purposes deemed by DOTD or Federal Highway Administration to be a potential fire or other hazard to the highway. The operation and maintenance of the space will be subject to regulation by DOTD to protect against fire or other hazard impairing the use, safety and appearance of the highway. Lessee shall, at its sole expense, keep and maintain the premises free of all grass, weeds, debris and inflammable materials of every description, and at all times the premises shall be kept in an orderly, clean, safe and sanitary condition. A high standard of cleanliness, consistent with the location of the area as an adjunct of the State of Louisiana Highway System will be required.

(4) No improvements shall be placed in, or upon the premises and no alterations shall be made on, in or upon said premises without the consent and approval of DOTD and Federal Highway Administration obtained, in writing, under penalty of cancellation of the Agreement.

(5) Lessee shall be liable and responsible for all costs or expenses incurred in the construction, operation and maintenance of the facilities permitted hereunder including, but not limited to, assessments, taxes and utilities.

(6) On-premise signs, displays, or devices may be authorized by DOTD, but shall be restricted to those indicating ownership and type of activity being conducted in the facility to occupy the airspace and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of DOTD, subject to the Federal Highway Administration approval.

(7) Lessee shall secure all necessary permits required in connection with operations on the premises and shall comply with all Federal, State and Local statutes; ordinances, or regulations which may affect, in any respect, Lessee's use of the premises.

(8) Lessee, at Lessee's own cost and expense, shall maintain said premises, including all driveways, fences and guardrail, heretofore or hereafter erected, subject to the approval thereof by DOTD. Lessee shall take all steps necessary to effectively protect the fences and guardrail, and the piers and columns of the bridge from damage incident to Lessee's use of such premises, all without expense to DOTD. Lessee shall be liable to and shall reimburse DOTD for any damage to DOTD owned fences, guardrail, piers, or columns in any way resulting from or attributable to the use and occupancy of said premises by Lessee or any person entering upon the same with the consent of Lessee, expressed or implied. Any future proposed plans for driveways, fence openings, wheel rails, landscaping, surfacing and lighting shall be filed with and approved by DOTD prior to the commencement of any work hereunder by Lessee, all at Lessee's expense. There shall be no attachment to existing structures. Existing drainage patterns shall be maintained and positive drainage shall be provided in the area at all times. Fence damage shall be repaired in-kind.

(9) Lessee shall occupy and use said premises at its own risk and expense, and shall hold DOTD, its officers, agents and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person entering upon same with Lessee's consent, expressed or implied.

(10) Lessee agrees to carry commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall be extended to include the airspace facilities authorized in this Agreement; to provide for the payment of any damages occurring to the highway facility and to the public for personal injury, loss of life and property damage resulting from Lessee's use of the premises, and shall hold DOTD harmless. The insurance company and Lessee shall notify DOTD, in writing, at least thirty (30) days prior to cancellation of the insurance and shall notify DOTD within 15 days of any other changes affecting the insurance coverage.

(11) Title and control of the area of right-of-way involved will remain with DOTD. DOTD specifically reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of DOTD for the purpose of inspecting said premises, or doing of any and all acts necessary or proper on said premises in connection with protection, maintenance, painting, and operation of structures and appurtenances; provided further that DOTD reserves the right, at its discretion, to immediate entry upon the premises and to take immediate possession of the same only in case of any national or other emergency, or for the purpose of preventing sabotage, and for

the protection of said structures, and during said period Lessee shall be relieved from the performance of all conditions or covenants specified herein.

(12) DOTD hereby covenants and agrees with Lessee that Lessee, shall at all times during its tenancy peaceably and quietly have, hold and enjoy the premises, without suit, trouble, or hindrance from DOTD; provided, however, and it is further agreed, that if Lessee shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by Lessee; or if Lessee discontinues use of the premises for more than a continuous 60-day period; or if Lessee attempts to sell or assign these premises without written consent of DOTD; said act or acts of omission or commission may, at the option of DOTD, constitute a forfeiture of all rights under, the voiding of, and the ending of the term of this Agreement, and the further occupancy of said premises after such forfeiture by Lessee shall be deemed held and taken as a forcible detainer thereof by Lessee; and said DOTD may, without notice, re-enter and take possession thereof, and with or without force and with or without legal process, evict and dispossess Lessee from said premises; and if any suit be brought by DOTD against Lessee for breach of any condition or covenant herein contained by Lessee or any summary action be brought by said DOTD for forfeiture of this Agreement or to recover possession of said premises, Lessee agrees to pay reasonable attorney's fees and costs for commencing and prosecuting said action in an amount which shall be ascertained and fixed by the Court.

(13) In the event of the termination of this Agreement by the expiration thereof, or for any other reason, Lessee will peaceably and quietly leave, surrender, and yield up to DOTD all and singular DOTD-owned premises with said appurtenances and fixtures in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire, and public calamity, by the elements, by act of God, or by circumstances over which Lessee has no control, excepted. Any signs or other appurtenances placed on DOTD-owned premises pursuant to any provision hereof are the personal property of Lessee and shall be removed by Lessee upon the termination of the Agreement and said premises shall be restored to its previous condition with the exception of surfacing, wheel rails, and column guards, all at the expense of Lessee; provided, that if any signs or other appurtenances are not so removed after thirty (30) days written notice from DOTD to Lessee, DOTD may proceed to remove the same, and to restore the said premises, and Lessee shall pay DOTD upon demand, the reasonable cost and expense of such removal and restoration;

or DOTD may, in its absolute discretion, elect to declare the same the property of DOTD whereupon all right, title and interest of Lessee shall terminate.

(14) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual consent of the parties hereto, all subject to the prior approval of the Federal Highway Administration.

(15) Lessee agrees to adequately maintain and police these facilities at all times to the satisfaction of DOTD and the Federal Highway Administration.

(16) Lessee agrees to hold harmless DOTD and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this Agreement, whether or not the same may have been caused by the negligence of DOTD, its agents or employees, provided, however, that the provisions of this last clause (whether or not the same may have been caused by the negligence of DOTD, its agents or employees) shall not apply to any personal injury or property damage caused by the sole negligence of DOTD, its agents or employees, unless such sole negligence shall consist entirely and only of negligence in the granting of the Agreement.

(17) Lessee shall not lease or subcontract operations on the premises except with the prior written approval of DOTD and the Federal Highway Administration.

(18) The terms and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of any approved successor or assignee of Lessee.

(19) The use of the premises shall be in compliance with Title 49, Code of Federal Regulations, Part 21 "Non-discrimination in Federally-assisted Programs."

(20) The property covered in this Joint Use Agreement was acquired by the Louisiana Department of Transportation and Development (DOTD) for use in highway construction and has been determined to have no significant use as or plans for use as a park, recreation, or wildlife and waterfowl purpose as described in Section 4(f) (49 U. S. C. 303). This agreement does not create a long-term right, and therefore any park or recreational activity would be temporary pending a future highway or transportation need. Section 4(f) (49 U.S.C. 303) funding sources may not be used for any properties associated with this agreement.

(21) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated at any time by Lessee upon ninety (90) days prior notice, in writing, and by DOTD upon ninety (90) days prior notice, in writing, but in no event prior to one (1) year after execution, unless under provisions as provided above. In the event of cancellation by DOTD, said notice shall be served upon City of New Orleans at 1300 Perdido Street, New Orleans, Louisiana 70112.

In the event of cancellation by Lessee said notice shall be served on DOTD at Post Office Box 94245, Capitol Station, Baton Rouge, Louisiana 70804-9245. In the event of breach of any of the above nondiscrimination covenants, DOTD shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if this agreement had never been made or issued.

IN WITNESS WHEREOF, this Agreement has been executed in three (3) copies by the parties hereto of the date herein first above written.

CITY OF NEW ORLEANS

ATTEST:

[Signature]  
A. Z. B. B. B. B. B.  
9/6/17

BY:

[Signature]  
Mitchell J. Landrieu  
Mayor  
9/6/17  
Date

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ATTEST:

[Signature]  
Dawn Yale Young

BY:

[Signature]  
Joy Johnson, P.E.  
Right-of-Way Permit Engineer  
9/6/2017  
DATE

APPROVED BY:

[Signature] Charles E. Hartless  
FEDERAL HIGHWAY ADMINISTRATION

9/6/2017  
DATE

## Exhibit A

### LEGAL DESCRIPTION (METES AND BOUNDS DESCRIPTION):

#### LEASE SURVEY OF A PORTION OF CLAIBORNE AVENUE RIGHT-OF-WAY

THAT CERTAIN PIECE OR PORTION OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL OF THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ORLEANS, STATE OF LOUISIANA, IN THAT PART THEREOF KNOWN AS THE FIRST, SECOND AND THIRD DISTRICTS OF THE CITY OF NEW ORLEANS, INSIDE THE RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE, AND IS MORE FULLY DESCRIBED AS FOLLOWS:

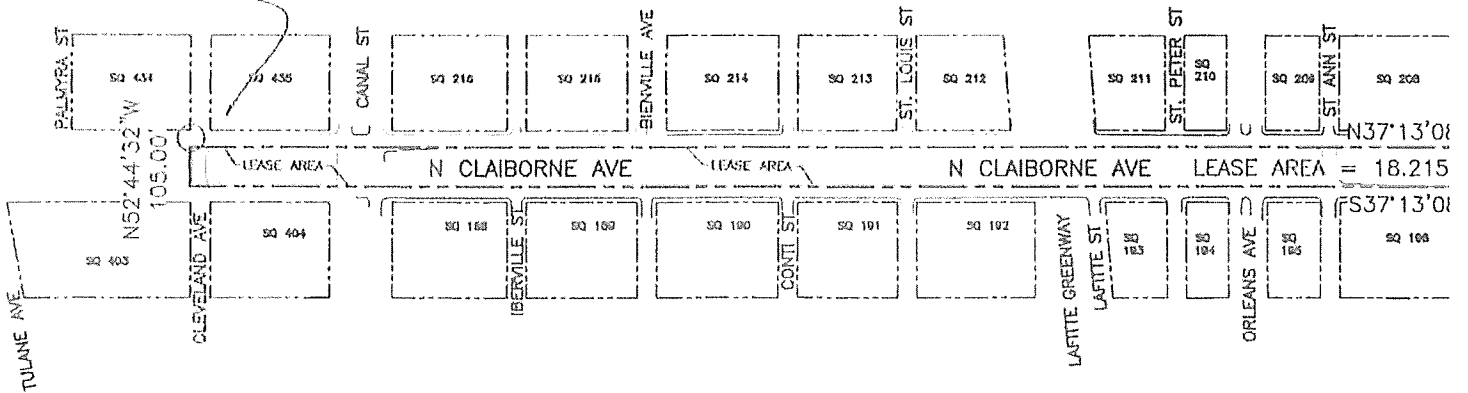
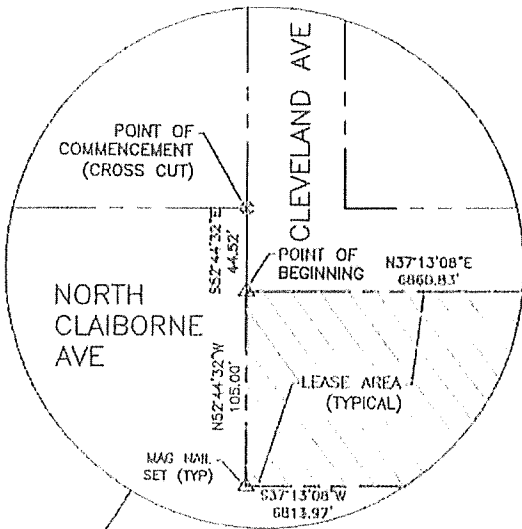
COMMENCING AT THE INTERSECTIONS OF THE SOUTHERLY RIGHT-OF-WAY OF CLEVELAND AVENUE AND THE WESTERLY RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE AT A CROSS CUT, ALSO KNOWN AS THE POINT OF COMMENCEMENT; THENCE SOUTH 52 DEGREES 44 MINUTES 32 SECONDS EAST A DISTANCE OF 44.52 FEET TO A MAG NAIL SET, ALSO KNOWN AS THE POINT OF BEGINNING; THENCE PARALLEL TO THE NORTH CLAIBORNE AVE RIGHT-OF-WAY NORTH 37 DEGREES 13 MINUTES 08 SECONDS EAST A DISTANCE OF 6,860.83 FEET TO AN ARROW CUT IN CONCRETE, THENCE CONTINUING PARALLEL TO THE NORTH CLAIBORNE AVENUE RIGHT-OF-WAY NORTH 85 DEGREES 23 MINUTES 07 SECONDS EAST A DISTANCE OF 742.73 FEET TO A MAG NAIL SET ON THE EXTENSION OF THE WESTERN RIGHT-OF-WAY OF ANNETTE STREET, THENCE ALONG SAID RIGHT-OF-WAY EXTENSION SOUTH 04 DEGREES 36 MINUTES 22 SECONDS EAST A DISTANCE OF 105.00 FEET TO A MAG NAIL SET, THENCE PARALLEL TO THE NORTH CLAIBORNE RIGHT-OF-WAY SOUTH 85 DEGREES 23 MINUTES 07 SECONDS WEST A DISTANCE OF 695.78 FEET TO AN IRON ROD SET, THENCE CONTINUING PARALLEL TO THE NORTH CLAIBORNE AVENUE RIGHT-OF-WAY SOUTH 37 DEGREES 13 MINUTES 08 SECONDS WEST A DISTANCE OF 6,813.97 FEET TO A MAG NAIL SET, THENCE ALONG THE EXTENSION OF THE SOUTHERN RIGHT-OF-WAY LINE OF CLEVELAND AVENUE NORTH 52 DEGREES 44 MINUTES 32 SECONDS WEST A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 18.215 ACRES (793,449 SQFT). ALL AS PER LEASE SURVEY BY BATTURE LLC DATED JUNE 5, 2017.

**LEASE SURVEY OF A  
PORTION OF THE CLAIBORNE  
AVENUE RIGHT-OF-WAY  
1ST, 2ND & 3RD DISTRICT  
CITY OF NEW ORLEANS**

LEGAL DESCRIPTION (METES AND BOUNDS DESCRIPTION):

LEASE SURVEY OF A PORTION OF CLAIBORNE AVENUE RIGHT-OF-WAY THAT CERTAIN PIECE OR PORTION OF GROUND, TOGETHER WITH IMPROVEMENTS THEREON, AND ALL OF THE RIGHTS, WAYS, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR SITUATED IN THE PARISH OF ORLEANS, STATE OF LOUISIANA, KNOWN AS THE FIRST, SECOND AND THIRD DISTRICTS OF THE CITY OF NEW ORLEANS, BEING THE RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE, AS FOLLOWS:

COMMENCING AT THE INTERSECTIONS OF THE SOUTHERLY RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE AND THE WESTERLY RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE, ALSO KNOWN AS THE POINT OF COMMENCEMENT; THENCE NORTH 37 DEGREES 13 MINUTES 08 SECONDS EAST A DISTANCE OF 44.52 FEET TO A POINT OF BEGINNING; THENCE PARALLEL TO THE RIGHT-OF-WAY NORTH 37 DEGREES 13 MINUTES 08 SECONDS EAST A DISTANCE OF 6860.83 FEET TO AN ARROW CUT IN CONCRETE, THENCE NORTH 85 DEGREES 23 MINUTES 07 SECONDS WEST A DISTANCE OF 742.73 FEET TO A MAG NAIL SET ON THE WESTERN RIGHT-OF-WAY OF ANNETTE STREET, THENCE ALONG AN EXTENSION SOUTH 04 DEGREES 36 MINUTES 22 SECONDS EAST A DISTANCE OF 6,813.97 FEET TO A MAG NAIL SET, THENCE PARALLEL TO THE NORTH RIGHT-OF-WAY SOUTH 37 DEGREES 13 MINUTES 08 SECONDS WEST A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING. AREA OF 18.215 ACRES (793,449 SQFT). ALL AS PER LEASING AGREEMENT DATED JUNE 5, 2017.



**NOTES:**

1. THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN PLOTTED BASED UPON DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR OBTAINED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF UTILITIES ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATIONS PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON. PRIOR TO EXCAVATION AND DIGGING CALL LA ONE CALL (1-800-272-3020).
2. AS PER FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 22071C0229 F AND 22071C0227, EFFECTIVE DATE SEPTEMBER 30, 2016, THE SITE IS IN ZONE X (NO BASE FLOOD ELEVATION).
3. ELEVATIONS AND BEARINGS SHOWN REFER BASED ON GPS MEASUREMENTS, LSU GULF NET, VRS, NORTH AMERICAN DATUM (1983) LAMBERT CONFORMAL CONIC PROJECTION, LOUISIANA SOUTH ZONE, STATE PLANE COORDINATE SYSTEM, US SURVEY FEET, NAVD83.
4. NO TITLE RESEARCH OR UTILITY SERVITUDE RESEARCH WAS PERFORMED BY THE SURVEYOR.

REFERENCE PLATS:

1. "NEW ORLEANS EXPRESSWAY TULANE AVE - ST. BERNARD AVE RIGHT OF WAY MAPS, STATE PROJECT NO. 450-16-39, F.A.P. NO. 1-10-5(61)238" BY GANDOLFO, KUHN & ASSOCIATES, AUGUST 7, 1964.

500'



SCALE: 1" = 500'



## EXHIBIT C

### FEDERAL HIGHWAY ADMINISTRATION (FHWA) PROVISIONS

- 1) Any vendor display and/or equipment that is permitted by the DOTD to be placed under the bridge shall be designed and installed in a manner that can be easily removed to allow for any required bridge inspection or other required maintenance activities.
- 2) A 30 calendar day advance notice will be provided by the DOTD to Lessee for the removal of any obstruction that interferes with routine bridge inspection related activities.
- 3) A 30 calendar day advance notice does not apply to emergency bridge inspections or required emergency maintenance activities that may require immediate removal of vendor and marketplace materials and equipment.
- 4) Lessee shall not perform any structural steel surface modifications to the structure, including, but not limited to, welding, tack welding or drilling.
- 5) Lessee shall request approval from DOTD, District 02, prior to any vendor or marketplace materials being mounted on any bridge structure element, including, but not limited to, steel girders, concrete caps, concrete columns and/or the underside of the roadway deck.
- 6) Applicable District 02 personnel including, but not limited to, District 02 Bridge Maintenance, Crescent City Connection Maintenance, New Orleans East Area Engineer's office, and District 02 Design and Water Resources will be notified of this Joint Use Agreement upon approval and adoption.



EXHIBIT B

[Legal Description of Property]

## Exhibit A

### LEGAL DESCRIPTION (METES AND BOUNDS DESCRIPTION):

#### LEASE SURVEY OF A PORTION OF CLAIBORNE AVENUE RIGHT-OF-WAY

THAT CERTAIN PIECE OR PORTION OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL OF THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ORLEANS, STATE OF LOUISIANA, IN THAT PART THEREOF KNOWN AS THE FIRST, SECOND AND THIRD DISTRICTS OF THE CITY OF NEW ORLEANS, INSIDE THE RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE, AND IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTIONS OF THE SOUTHERLY RIGHT-OF-WAY OF CLEVELAND AVENUE AND THE WESTERLY RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE AT A CROSS CUT, ALSO KNOWN AS THE POINT OF COMMENCEMENT; THENCE SOUTH 52 DEGREES 44 MINUTES 32 SECONDS EAST A DISTANCE OF 44.52 FEET TO A MAG NAIL SET, ALSO KNOWN AS THE POINT OF BEGINNING; THENCE PARALLEL TO THE NORTH CLAIBORNE AVE RIGHT-OF-WAY NORTH 37 DEGREES 13 MINUTES 08 SECONDS EAST A DISTANCE OF 6,860.83 FEET TO AN ARROW CUT IN CONCRETE, THENCE CONTINUING PARALLEL TO THE NORTH CLAIBORNE AVENUE RIGHT-OF-WAY NORTH 85 DEGREES 23 MINUTES 07 SECONDS EAST A DISTANCE OF 742.73 FEET TO A MAG NAIL SET ON THE EXTENSION OF THE WESTERN RIGHT-OF-WAY OF ANNETTE STREET, THENCE ALONG SAID RIGHT-OF-WAY EXTENSION SOUTH 04 DEGREES 36 MINUTES 22 SECONDS EAST A DISTANCE OF 105.00 FEET TO A MAG NAIL SET, THENCE PARALLEL TO THE NORTH CLAIBORNE RIGHT-OF-WAY SOUTH 85 DEGREES 23 MINUTES 07 SECONDS WEST A DISTANCE OF 695.78 FEET TO AN IRON ROD SET, THENCE CONTINUING PARALLEL TO THE NORTH CLAIBORNE AVENUE RIGHT-OF-WAY SOUTH 37 DEGREES 13 MINUTES 08 SECONDS WEST A DISTANCE OF 6,813.97 FEET TO A MAG NAIL SET, THENCE ALONG THE EXTENSION OF THE SOUTHERN RIGHT-OF-WAY LINE OF CLEVELAND AVENUE NORTH 52 DEGREES 44 MINUTES 32 SECONDS WEST A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 18.215 ACRES (793,449 SQFT). ALL AS PER LEASE SURVEY BY BATTURE LLC DATED JUNE 5, 2017.

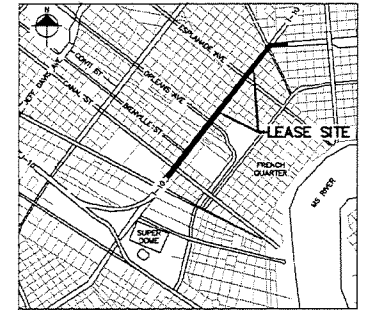
EXHIBIT C  
[Survey of Property]

**LEASE SURVEY OF A  
PORTION OF THE CLAIBORNE  
AVENUE RIGHT-OF-WAY  
1ST, 2ND & 3RD DISTRICT  
CITY OF NEW ORLEANS**

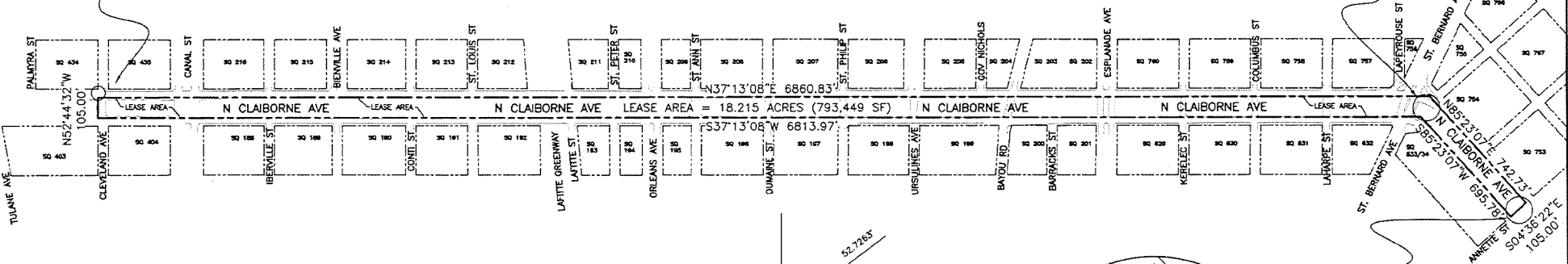
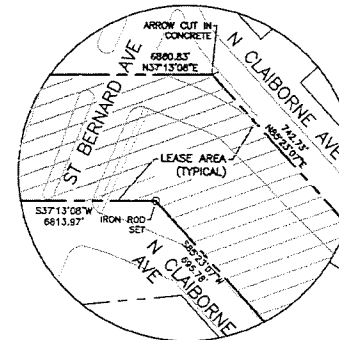
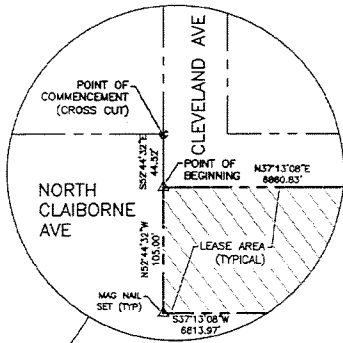
**LEGAL DESCRIPTION (METES AND BOUNDS DESCRIPTION):**

LEASE SURVEY OF A PORTION OF CLAIBORNE AVENUE RIGHT-OF-WAY THAT CERTAIN PIECE OR PORTION OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL OF THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ORLEANS, STATE OF LOUISIANA, IN THAT PART THEREOF KNOWN AS THE FIRST, SECOND AND THIRD DISTRICTS OF THE CITY OF NEW ORLEANS, INSIDE THE RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE, AND IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTIONS OF THE SOUTHERLY RIGHT-OF-WAY OF CLEVELAND AVENUE AND THE WESTERLY RIGHT-OF-WAY OF NORTH CLAIBORNE AVENUE AT A CROSS CUT, ALSO KNOWN AS THE POINT OF COMMENCEMENT; THENCE SOUTH 52 DEGREES 44 MINUTES 32 SECONDS EAST A DISTANCE OF 44.32 FEET TO A MAG NAIL SET, ALSO KNOWN AS THE POINT OF BEGINNING; THENCE PARALLEL TO THE NORTH CLAIBORNE AVENUE RIGHT-OF-WAY NORTH 37 DEGREES 13 MINUTES 08 SECONDS EAST A DISTANCE OF 5,860.83 FEET TO AN ARROW CUT IN CONCRETE, THENCE CONTINUING PARALLEL TO THE NORTH CLAIBORNE AVENUE RIGHT-OF-WAY NORTH 85 DEGREES 23 MINUTES 07 SECONDS EAST A DISTANCE OF 742.73 FEET TO A MAG NAIL SET ON THE THE EXTENSION OF THE WESTERN RIGHT-OF-WAY OF ANNETTE STREET, THENCE ALONG SAID RIGHT-OF-WAY EXTENSION SOUTH 04 DEGREES 36 MINUTES 22 SECONDS EAST A DISTANCE OF 105.00 FEET TO A MAG NAIL SET, THENCE PARALLEL TO THE NORTH CLAIBORNE RIGHT-OF-WAY SOUTH 85 DEGREES 23 MINUTES 07 SECONDS WEST A DISTANCE OF 695.76 FEET TO AN IRON ROD SET, THENCE CONTINUING PARALLEL TO THE NORTH CLAIBORNE AVENUE RIGHT-OF-WAY SOUTH 37 DEGREES 13 MINUTES 08 SECONDS WEST A DISTANCE OF 6,813.97 FEET TO A MAG NAIL SET, THENCE ALONG THE EXTENSION OF THE SOUTHERN RIGHT-OF-WAY LINE OF CLEVELAND AVENUE NORTH 52 DEGREES 44 MINUTES 32 SECONDS WEST A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 18,215 ACRES (793,449 SQFT). ALL AS PER LEASE SURVEY BY BATTURE LLC DATED JUNE 5, 2017.

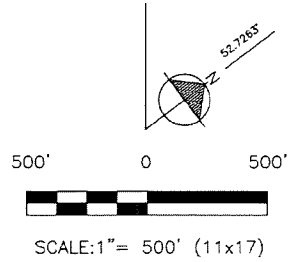


VICINITY MAP  
NOT TO SCALE

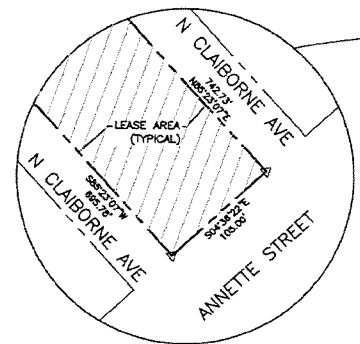


- NOTES:**
- THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN PLOTTED BASED UPON DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR OBTAINED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF UTILITIES ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATIONS PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON. PRIOR TO EXCAVATION AND DIGGING CALL LA ONE CALL (1-800-272-3020).
  - AS PER FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 22071C0229 F AND 22071C0227, EFFECTIVE DATE SEPTEMBER 30, 2016, THE SITE IS IN ZONE X (NO BASE FLOOD ELEVATION).
  - ELEVATIONS AND BEARINGS SHOWN REFER BASED ON GPS MEASUREMENTS, LSU GULF NET, VRS, NORTH AMERICAN DATUM (1983) LAMBERT CONFORMAL CONIC PROJECTION, LOUISIANA SOUTH ZONE, STATE PLANE COORDINATE SYSTEM, US SURVEY FEET, NAVD88.
  - NO TITLE RESEARCH OR UTILITY SERVITUDE RESEARCH WAS PERFORMED BY THE SURVEYOR.

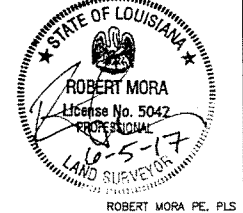
- REFERENCE PLATS:**
- "NEW ORLEANS EXPRESSWAY TULANE AVE - ST. BERNARD AVE RIGHT OF WAY MAPS, STATE PROJECT NO. 450-16-39, F.A.P. NO. 1-10-5(611238)" BY GANDOLFO, KUHN & ASSOCIATES, AUGUST 7, 1994.
  - "NEW ORLEANS EXPRESSWAY TULANE AVE - ST. BERNARD AVE REQUIRED RIGHT OF WAY MAPS, STATE PROJECT NO. 450-16-39, F.A.P. NO. 1-10-5(611238)" BY GANDOLFO, KUHN & ASSOCIATES, MARCH 1995.



**BATTURE LLC**  
ENGINEERS + LAND SURVEYORS  
500 CRYSTAL ST, NEW ORLEANS, LA 70124  
PH 504-281-7143  
FAX 504-338-2272



PREPARED FOR THE CITY OF NEW ORLEANS - THE NETWORK FOR ECONOMIC OPPORTUNITY  
I HEREBY CERTIFY THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



ROBERT MORA PE, PLS

Master Plan Meeting Comment Card

Date: 3/29/23

Proposed Amendment No. PD4-04

Comment/Question:

It's hard to know whether or not allowing residential areas in this current parking area would be beneficial. The area is not safe currently. At least I would not live in this area. Offstreet parking is a valuable commodity and it would be difficult to find parking in the area once built upon.

Contact Information (optional): Michelle Schlafly kimballmichelle@outlook.com

121 S. Genois Street, NOLA 70119

Name Address

Master Plan Meeting Comment Card

Date: 3/29/23

Proposed Amendment No. PD4-02

Comment/Question:

As a former site where Agent Orange was manufactured, it's hard to understand why the city would want to change the land use to allow for more residential use. Think Gordon Plaza. This address and block square should remain General Commercial.

Contact Information (optional): Michelle Schlafly kimballmichelle@outlook.com

121 South Genois Street, NOLA 70119

Name Address

Master Plan Meeting Comment Card

Date: 3-29-23

Proposed Amendment No. PD4-02

Comment/Question:

TERMINOLOGY OF GENERAL COMMERCIAL  
CREATE A WARNING OR HISTORICAL FLAG IF SITE  
HAS BEEN A PREVIOUS BROWNFIELD OR KNOWN  
HAZARDOUS CARCINOGEN SITE THAT POSES A  
THREAT TO PUBLIC HEALTH

Contact Information (optional): Dr. Angela M Chalk achalk.mcs@gmail.com

1855 DUELS ST N.D, LA 70119

Name Address

Master Plan Meeting Comment Card

Date: 3/29/2023

Proposed Amendment No. PD4-03

Comment/Question:

How do we voice Against the change on  
Carrollton & Canal? We live close & love the fact we  
can walk to restaurants, drug stores & banks. We don't  
need more people living on these corners & so we  
won't be able to walk to these commercial properties

Contact Information (optional): Romney Richard romneyrichard@me.com

125 S. Cortez St. NOLA 70119

Name Address