

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 23, 2026

CALENDAR NO. 35,506

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into an agreement to grant a servitude to an adjacent property owner for encroachments on/over portions of public right-of-way located at the municipal address 1010 Girod Street; to fix the minimum price and terms of said servitude agreement; to declare that such use as granted in the servitude agreement will incorporate space that is neither needed for public purposes nor shall such use interfere with the use of the public right-of-way; to set forth the reasons for said servitude agreement; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, that the

following portions of the public rights-of-way are not needed for public purposes at this time and that the Mayor is hereby authorized to grant the following servitude thereon to the adjacent property owners as described below for a yearly payment of \$1,535.00 said annual payment subject to upward adjustment of 15%, rounded to the nearest dollar, following the expiration of every fifth year after May 1, 2025:

Approximately 288 square feet of ground rights consisting of the Encroachments of planters, booths, a topiary, and wood trellis, on/over the Girod Street public right-of-way, the Encroachments being part of the improvements located in the 1st Municipal District, Square 274, Lot 7A, bounded by Girod Street, Okeefe Avenue, Julia Street, South Rampart Street, bearing the municipal address 1010 Girod Street, New Orleans, Louisiana.

SECTION 2. That the grant of servitude be undertaken for the following reasons:

(a) The owner, which owns the improvements adjacent to the City-owned property, has constructed or is planning to construct improvements upon the public rights-of-way after applying for and obtaining building permits, to the extent necessary, from the City of New Orleans;

(b) Said improvements and constructions referred to in subsection (a) hereinabove are dependent upon the servitude agreement with the owner; the plans and specifications submitted by the owner, to obtain the building permits for the improvements described herein, accurately delineate the improvements and constructions which are subject to the servitude agreement, and said plans and specifications were inspected and approved by the City of New Orleans prior to the issuance by the City of building permits allowing the improvements to be constructed as shown therein; the disposition of property rights by the servitude agreement as authorized herein will not hinder or preempt the use by the public or the City of any other public property and will provide revenues to the City otherwise not attainable if the aforementioned property rights were unused.

SECTION 3. That the Mayor is hereby authorized to execute the servitude agreement attached hereto as described hereinabove in SECTION 1 and attached hereto as Exhibit "A".

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS_____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐

If this section is not applicable, please check this box.

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐

If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

Calendar No. (Rev)
(Exp)

Name Brandon Benjamin Ext. 3518
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a servitude agreement with TDC South Markets, LLC, ground rights for the purpose encroachments of planters, booths, a topiary, and wood trellis bearing the municipal address of 1010 Girod Street for a yearly payment of \$1535.00;

1. Howard E. Nelson III
Department Head
2. Stephen Nelson
Deputy CAO
3. Department of Law
Chief Administrative Officer
4. Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEASE OF AIR RIGHTS
BY
THE CITY OF NEW ORLEANS
TO
TDC SOUTH MARKETS, LLC

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

BE IT KNOWN, on the respective dates herein below but effective this 1st day of May 2025 (“**Effective Date**”), before the undersigned Notaries Public, duly commissioned and qualified in and for the Parishes/County and State hereinafter referenced, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

- (1) **THE CITY OF NEW ORLEANS**, herein represented by Helena N. Moreno, Mayor, acting under and by virtue of authorization contained in Ordinance No. _____ M.C.S, adopted on the _____ day of _____, 202____, a copy of which is attached hereto and made a part hereof (hereinafter referred to as the "**City**" or else, “**Lessor**”); and
- (2) **TDC SOUTH MARKETS, LLC**, a Limited Liability Company, with a domicile address of 1010 Girod Street, New Orleans, LA 70113, represented herein by Vixelis Salas, its Authorized Agent, duly authorized to appear herein on its behalf (hereinafter referred to as "**Lessee**").

WHO DECLARED THAT:

For and in consideration of the rents stipulated in Section 3 to be paid by Lessee, and of the performance and observance by Lessee of the covenants, conditions, and stipulations hereinafter contained, the City does hereby enter into this lease of air rights agreement (“**Lease**” or “**Agreement**”) to lease, let, and demise unto Lessee, its successors, and assigns, the following described property belonging to City (hereinafter referred to as the "**Demised Premises**”):

1. LEGAL DESCRIPTION

Approximately 288 square feet of air rights consisting of the encroachment of an planters, booths, a topiary, and wood trellis on/over the Girod Street right-of-way, the encroachment being part of the improvements located in the 1st Municipal District, Square 274, Lot 7A, bounded by Girod Street, Okeefe Avenue, Julia Street,

South Rampart Street, bearing the municipal address 1010 Girod Street, New Orleans, 70113.

Please note that all measurements are more or less and subject to survey; and the parcel hereinafter is referred to as the “**Leased Premises.**”

2. TERM

The original term of this Lease shall be for a period of twenty (20) years commencing on the 1st day of May, 2025 (“**Term**”).

3. RENT

3.1 The rent for the Term of this Lease shall be \$1,535.00 per year, made payable in advance on the first day of the anniversary of the term (“**Due Date**”) *with or without demand* subject to Section 3.2, at:

City of New Orleans - Real Estate & Records
Attn: Real Estate Administrator
Room 5W06 - City Hall
1300 Perdido St.
New Orleans, LA 70112

3.2 The annual rental recited in Section 3.1 herein shall be increased after the first five (5) years, by fifteen percent (15%) of the rental of the prior five (5) year period. Every five years thereafter, rent shall increase by an additional 15% from the previous five-year period.

3.3 Failure to pay rent by the first day of the anniversary of the term: If Lessee fails to pay rent within one week after the due date, Lessee shall be assessed a “**late fee**” constituting 10% of the rent past due. For each subsequent month thereafter that any amount due under Sections 3.1 and 3.2 remains unpaid, Lessee shall be responsible for an additional 10% of the unpaid balance.

4. USE OF LEASED PREMISES

4.1 The Demised Premises will be occupied by encroachment of planters, booths, a topiary, and wood trellis extending from the building (“**Building**”) located on/over the sidewalk on a portion of Girod Street, bounded by Girod Street, adjacent to Square 125, Lot 17-A, in the 1st Municipal District, Orleans Parish, Louisiana (such parcels of property, together with the Buildings and any other improvements thereon is sometimes hereinafter referred to as the “**Property**”) (said encroachment of planters, booths, a topiary, and wood trellis being hereinafter referred to as “**Ground Rights Improvement**”). The Ground Rights Improvement will or may be constructed over the sidewalk situated within the rights-of-way as shown in Exhibit “A”; and Lessee, at its own option, cost, and expense, or at the expense of Lessee's sublessee, agents, or assigns, shall be responsible to the City for maintaining the Ground Rights Improvement which are the responsibility of Lessee.

4.2 Lessee shall keep and maintain, or cause to be kept and maintained, the Ground Rights Improvement and shall do or cause to be done all repairs and maintenance on its Ground Rights Improvement located within said Demised Premises and on said Ground Rights Improvement.

4.3 Lessee shall make, and have the responsibility for, any and all necessary repairs

and renovations of the Ground Rights Improvement of whatever nature or type. Lessee may at its own cost and expense, or at the expense of Lessee's sublessee, agents, or assigns, make or cause to be made such repairs and/or renovations to the Ground Rights Improvement as Lessee deems to be necessary or desirable without the consent of the City, except as required for lawful permits, at any time. Lessee may, at any time and from time to time, remove some or all of the Ground Rights Improvement at its own expense.

4.4 After the initial installation thereof, no alterations or additions to the Ground Rights Improvement, other than the repairs, renovations and removal previously noted, may be made without the written consent of the Department of Property Management of the City of New Orleans which consent shall not be unreasonably withheld, conditioned, or delayed.

4.5 Lessee shall comply with all federal, state, and local laws, regulations, and ordinances in the exercise of any of the rights granted herein and shall obtain all permits necessary to construct the Ground Rights Improvement.

4.6 Title to the Ground Rights Improvement shall remain solely in the name of the Lessee, or its sub lessees or assigns during the term of this Lease.

4.7 Lessee, at its own cost and expense, will remove any remaining Ground Rights Improvement at the termination of this Lease or shall negotiate with the City to obtain a new lease, which shall not be refused unreasonably.

4.8 The City grants to Lessee the right to use the land under the Demised Premises to install, repair, renovate, support, alter, and remove the Ground Rights Improvement in a manner least inconvenient to the public and its use of the right-of-way.

5. EMINENT DOMAIN

Eminent domain proceedings resulting in the condemnation of part of the Ground Rights Improvement herein that leaves the balance of the premises unusable by Lessee for purposes of which the premises are leased shall not terminate this lease unless Lessee, at its option, terminates it by giving written notice of termination to the City. The effect of such condemnation, should such option not be exercised, shall be to terminate this lease as to the portion of the premises condemned and leave it in effect as to the remainder of the premises, but the rental provided for herein shall remain the same. Compensation awarded as a result of such condemnation shall vest in the City.

6. INDEMNITY AND INSURANCE

6.1. At all times during the term of this Lease, Lessee shall and does hereby agree to hold harmless and indemnify the City from and against any and all claims of Lessee or of any third persons for injuries to persons, including death, or damages to property, occurring on the Demised Premises and arising from Lessee's use or occupancy of the Air Rights Improvement, including the defense of all actions brought against the City for such damages, arising from the negligent acts or omissions of the Lessee, its employees, guests, invitees, agents, or independent contractors.

6.2. If a judgment is rendered against the City on a claim of a third party arising as a result of Lessee's negligent use or occupancy of the Demised Premises, except any claim that arose solely and exclusively due to a negligent act or omission by the City, its employees, agents, or independent contractors, Lessee agrees to pay the same to the extent of its comparative fault, to the City's complete satisfaction and discharge; provided that the City shall give Lessee prompt

written notice of the existence of any such claims and of any proceedings taken against the City, so that such claims may be investigated and such proceedings may be contested by Lessee.

6.3. If a judgment is rendered against Lessee, in a claim of a third party arising solely and exclusively from an act or omission by the City, its employees, guests, invitees, agents, or independent contractors, the City agrees to pay the same to the extent of its comparative fault, to Lessee's complete satisfaction and discharge; provided that the Lessee shall give the City prompt written notice of the existence of any such claims and of any proceedings taken against the Lessee, so that such claims may be investigated and such proceedings may be contested by City.

6.4. Lessee reserves the right and option to settle, compromise, and/or pay, any adjudicated claim by a third party for damages resulting from injuries to persons, including death, or damages to property, directly to said claimant, in place and stead of indemnifying the City; but if, and only if, Lessee obtains a valid and lawful complete release, satisfaction and discharge from the claimant in favor of the City.

6.5. Lessee shall furnish and maintain in effect during the term of this Lease, or cause its sublessees under this Lease or assigns of this Lease to maintain, an insurance policy or policies with the limits of not less than \$1,000,000/\$5,000,000 covering general commercial liability, in which policy or policies the City shall either be carried as an additional named insured or provision shall be made to insure the liability of Lessee under the above indemnification and hold harmless agreement under the contractual coverage provisions of said insurance policy or policies. A copy of such policy or policies, or certificate of insurance with reference to same, shall be delivered to the City upon execution of this Lease.

7. DEFAULT

7.1. Should Lessee at any time either (a) fail to comply with any of its obligations hereunder (other than the payment of rent), and such failure continues for 30 days after the City delivers to any sublessee and assignee whose name and address have previously been provided to the City (or, if such failure cannot be cured during such 30-day period using reasonable efforts, such longer period of time as may be reasonably necessary to cure such failure), or (b) fail to pay the rent when due, and should such violation or failure continue for thirty (30) days after written notice to Lessee and any sublessee and assignee whose name and address have previously been provided to the City, as provided hereinafter, then at the option of the City, the City may demand the due rent and performance and, if the due rent or unperformed obligation is not paid or performed within an additional thirty (30) day period after such demand, immediately cancel this Lease putting Lessee in default and, City may require Lessee to remove all Ground Rights Improvements.

7.2 Any failure on the part of the City to strictly and promptly enforce any stipulation or condition of this Lease shall not operate as a waiver of the City's rights, the City reserving the right to always enforce prompt payment of the rent, or to cancel this Lease, regardless of any indulgences or extensions previously granted.

8. SUBLEASE

8.1 Lessee shall have the right to sublease the Ground Rights Improvements to any person, firm, corporation, or entity at any time during the Term, so long as the City has given prior written consent, and such assignment or sublease shall not affect the liability of or to the City or

Lessee in any manner. Any sublease of the entire Property shall expressly provide that the sublessee shall not use the Ground Rights Improvements or Demised Premises for any purpose which is contrary to applicable laws, rules, regulations and/or ordinances.

9. ASSIGNMENT

9.1 In the event the Building of which the Ground Rights Improvement forms a part, is sold by private or public sale, this Lease shall be assigned, without the prior consent of the City, to the purchaser of said property (an "**Assignee**"). No such assignment shall be valid against the City unless a duplicate original of the instrument of assignment is delivered to the City and, if contained in a separate instrument, a duplicate original of an assumption by which the Assignee accepts and binds itself to all of Lessee's obligations under this Lease, and in such event, the Lessee shall be released from the performance of all obligations on the part of Lessee thereafter to be performed under this Lease.

10. MORTGAGE AND COLLATERAL ASSIGNMENT

10.1 For the purpose of securing any borrowing secured by a mortgage covering the Property and the improvements thereon, Lessee shall also have the right to grant or allow mortgage or mortgages to be granted on its interest in this Lease, or the interests of any sublessees and/or assigns of Lessee herein ("**Leasehold Mortgage**") and/or shall have the right to make an assignment of its or their interest in this Lease (hereinafter a "**Collateral Assignment**"). The holder of such Leasehold Mortgage is hereafter referred to as the "**Leasehold Mortgagee**" and the assignee of such Collateral Assignment is hereafter referred to as the "**Collateral Assignee**."

10.2 If Lessee grants such Leasehold Mortgage and/or such Collateral Assignment, and if the Leasehold Mortgagee and/or the Collateral Assignee gives the City a notice ("**Lender's Notice**") specifying the name and address of the Leasehold Mortgagee or Collateral Assignee, the City shall give to the Leasehold Mortgagee and/or Collateral Assignee a copy of each notice of default by Lessee under this Lease at the same time as and whenever any such notice of default shall thereafter be given by the City to Lessee, addressed to such Leasehold Mortgagee and/or Collateral Assignee at the address last furnished to the City. No such notice of default by the City shall be deemed to have been given to Lessee unless and until a copy is given to Leasehold Mortgagee and/or Collateral Assignee.

10.3 Upon the City giving notice, such Leasehold Mortgagee and/or Collateral Assignee shall have a period of ten (10) days in addition to that given to Lessee to remedy the default or cause the same to be remedied, after service of such notice upon such party (i.e., forty (40) days from original notice to Lessee). Such Leasehold Mortgagee and/or Collateral Assignee, in case Lessee shall be in default, shall, within such period and otherwise as herein provided, have the right to remedy such default or cause the same to be remedied. The City will accept performance by the Leasehold Mortgagee or Collateral Assignee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. No default by Lessee shall be deemed to exist, so long as the Leasehold Mortgagee and/or Collateral Assignee shall in good faith, have promptly commenced reasonable actions to rectify the claimed default and to prosecute the same to completion with diligence and continuity. If the notice of the default reasonably requires that said Leasehold Mortgagee and/or Collateral Assignee be in possession of the Demised Premises to cure the same, the time given to such party to cure such default shall be deemed to extend to include the period of time required by said Leasehold

Mortgagee and/or Collateral Assignee to obtain such possession with due diligence, provided however, that during such period all of the other obligations of Lessee under this Lease are being duly performed.

10.4 Upon and after receipt of a Lender's Notice, the City and Lessee each agree not to cancel, surrender, modify, or amend this Lease in any respect without the prior written consent of the Leasehold Mortgagee and/or the Collateral Assignee.

10.5 No Leasehold Mortgagee and/or Collateral Assignee shall become liable under the provisions of this Lease, unless and until such time as it becomes, and then only for as long as it remains, the owner of Lessee's leasehold estate hereunder. If a Leasehold Mortgagee and/or Collateral Assignee acquires Lessee's interest in this Lease as a result of a sale under such Leasehold Mortgage pursuant to a judgment of foreclosure, or the exercise of remedies under the Collateral Agreement or through settlement of, or arising out of any pending or contemplated foreclosure action, such Leasehold Mortgagee and/or Collateral Assignee shall have the privilege of transferring its interest in this Lease to a nominee or wholly-owned subsidiary corporation of such party without the prior consent of the City, provided that there shall be delivered to the City, in due form for recording within ten (10) days after the date of such transfer (a) a duplicate original of the instrument of assignment, and (b) an instrument of assumption by the transferee of all of Lessee's obligations under this Lease, and said Leasehold Mortgagee and/or Collateral Assignee shall be relieved of any further liability under this Lease from and after the date of such transfer.

10.6 If Leasehold Mortgagee and/or Collateral Assignee, or their nominee or wholly-owned subsidiary corporation, acquires title (derived from such mortgage and/or assignment as aforesaid), to Lessee's interest herein, further assignments of this Lease shall be permitted in accordance with the provisions of Article 7 hereinabove.

11. CANCELLATION

11.1 If the Ground Rights Improvement is removed by Lessee, or is removed or destroyed as a result of any casualty or act of God, Lessee shall have the right at any time thereafter, upon giving written notice to the City, to cancel and terminate this Lease. Such cancellation and termination shall become effective as of the anniversary date hereof next following the giving of such notice, at which time this Lease shall be of no further effect and the parties hereto shall be mutually released and relieved of all further obligations hereunder.

11.2 It is understood and agreed that the City may have need of part or all of the Demised Premised or the Ground Rights Improvement herein leased, for necessary public purposes. The City therefore retains the right to cancel and to remove from this lease any portion of the Ground Rights Improvement over the Demised Premises which are declared or determined by the City to be needed for said necessary public purposes upon giving Lessee, whose name and address has been previously been furnished to the City, ten (10) days written notice of its intention to do so. In the event a partial cancellation is required, all rent thereafter shall be adjusted proportionately to the amount of the property removed from the Lessee's quiet possession on behalf of the City, and the lease shall continue to be valid and enforceable, in all its terms and conditions as to the remainder of the Premises not revoked for necessary public purposes.

12. ESTOPPEL CERTIFICATES

12.1 Each party hereto, shall, without charge, and at any time and from time to time

hereafter, within ten (10) days after written request from the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm, or corporation specified in such request as to the following matters: (a) whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) the validity, force, and effect of this Lease, in accordance with its tenor as then constituted; (c) the existence of any default hereunder; (d) the existence of any offsets, counterclaims, or defenses to the performance of these obligations due by a party in favor of the other party; (e) the commencement and expiration dates of the term of this Lease; and, (f) any other matters that may reasonably be requested. Any such certificate may be relied upon by the party requesting it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificates shall be binding on the party executing same.

13. MISCELLANEOUS PROVISIONS

13.1. Amendment. No amendment of or modification to this Lease shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

13.2. Entire Agreement. This agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13.3. Notice to Lessee. All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing and shall be deemed to have been properly given when received by Lessee if served personally on Lessee or if sent by United States Postal Service, certified mail, return receipt requested, postage prepaid addressed to Lessee as follows:

TDC South Markets, LLC
Attn: Vixelis Salas
1010 Girod Street
New Orleans, LA 70113

13.3.1. And to any mortgagee whose name and address have been furnished to the City by Lessee and/or to any party designated by Lessee, or at such other place as Lessee may from time hereafter designate in written notice to City.

13.4. Notice to City. All notices, demands, payments, and requests by Lessee to City shall be deemed to have been properly given or made when received by the City if served personally on, or if sent by United States Postal Service, certified mail, return receipt requested with postage prepaid, addressed to the City as follows:

Department of Property Management,
Division of Real Estate and Records
1300 Perdido Street, Room 5W 06
New Orleans, LA 70112

With a copy to:

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

13.5. Conflict of Law. This lease, its performance thereof, and disputes arising out of said lease shall be governed, interpreted, construed, and regulated by the laws of the State of Louisiana.

13.6. Convicted Felon Statement. The Lessee, within the preceding five (5) years, has not been convicted of, nor pled guilty to, a felony under State or Federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

13.7. Cost Recovery. If either the City or the Lessee should find it necessary to bring an action in a court of law to enforce any of its rights or remedies under this Lease, Lessee agrees that if the prevailing party in any such litigation is the City, then the City shall be entitled to a recovery of reasonable Attorney's fees and costs incurred by way of such action.

13.8. Lessee shall comply with all applicable zoning laws, ordinances, and regulations of the City of New Orleans, as well as all applicable State and Federal laws, codes, and regulations.

13.9. Both parties acknowledge that public and private utilities will be allowed to cross the Demised Premises, if needed, to provide their appropriate services to property within the area.

13.10. Audit and Other Oversight. This section is intended to meet the statement requirements regarding the City of New Orleans Office of Inspector General, as codified in the Code of the City of New Orleans *Chapter 2, Article XIII, Section 1120 (20)*[*Section 2-1120 (20)*], as per Ordinance No. 24395 M.C.S. Lessee will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2-1120 (12), which requires the contractor (Lessee) to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract.

13.10.1. In signing this contract, the Lessee agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

13.10.2. Lessee further hereby expressly and explicitly agrees to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to said chapter.

13.11. No Third-Party Beneficiaries. This Lease is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.

13.12. Non-Solicitation Statement. Lessee has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. Lessee has neither paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

13.13. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of

this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Lessee, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Lessee pursuant to this Agreement, if applicable, without regard to the Lessee's otherwise satisfactory performance of the Agreement.

13.14. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

13.15. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

13.16. Severability. Should a court of competent jurisdiction find any provision of this Lease to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the unenforceable provision shall be fully severable, and the remaining provisions of the Lease shall remain in full force and effect and be construed and enforced as if the unenforceable provision was never a part of the Lease.

13.17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

13.18. Electronic Signature and Delivery. The Parties agree that a signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a signed copy of this Agreement.

[SIGNATURES FOUND ON FOLLOWING PAGES]

[The remainder of this page is intentionally left blank.]

STATE OF LOUISIANA
PARISH OF ORLEANS

THUS DONE AND PASSED, on this _____ day of _____, 202_____, in the presence of the undersigned competent witnesses, who hereunto subscribe their names with the undersigned authorized representative of the City as Lessor, and me, Notary Public, after due reading of the whole.

WITNESS:

By: _____

Printed Name: _____

WITNESS:

By: _____

Printed Name: _____

LESSOR:

CITY OF NEW ORLEANS

BY: _____

HELENA N. MORENO,
Mayor

NOTARY PUBLIC

APPROVED AS TO FORM AND LEGALITY:
Law Department

By: _____

Printed Name: _____

STATE OF LOUISIANA
PARISH OF ORLEANS

THUS DONE AND PASSED, on this _____ day of _____, 202_____, in the presence of the undersigned competent witnesses, who hereunto subscribe their names with the undersigned authorized representative of the Lessee, and me, Notary Public, after due reading of the whole.

WITNESS:

By: _____

Printed Name: _____

WITNESS:

By: _____

Printed Name: _____

LESSEE:

TDC SOUTH MARKETS, LLC

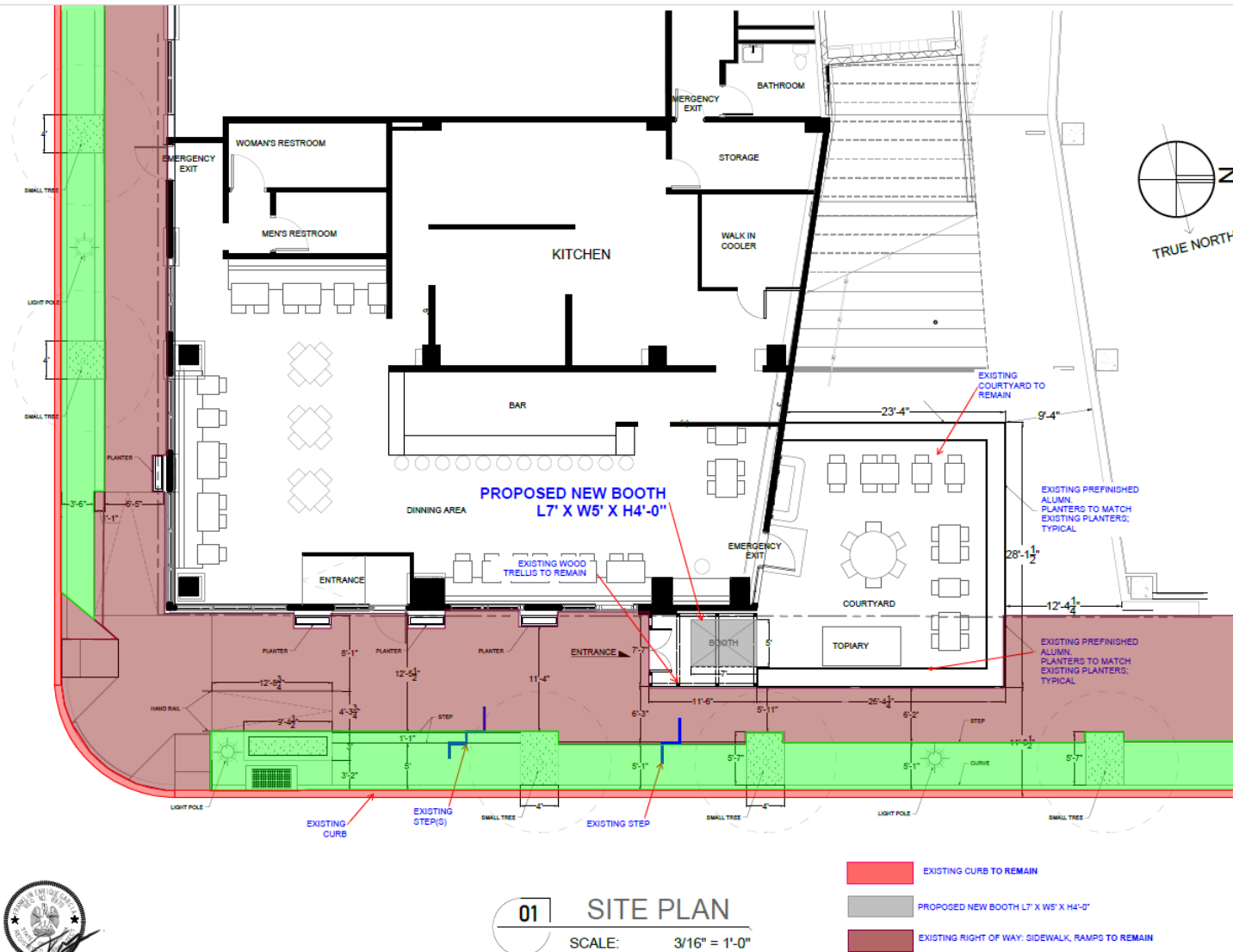
BY: _____

VIXELIS SALAS,
Its Authorized Agent

NOTARY PUBLIC

[EXHIBIT “A” CONTAINED ON NEXT PAGE]

EXHIBIT “A”



DACP

CONSTRUCTION

2215 SALEM ST | KENNER LA
985-306-4005 | dacpconstruction.com

PROJECT



Tacos Del Cartel Restaurant
1010 Girod St. | New Orleans, LA

DATE 09/25/2024

PROJECT NO. 0001

REVISION DATE

1	
2	
3	
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6	

NOTES

01

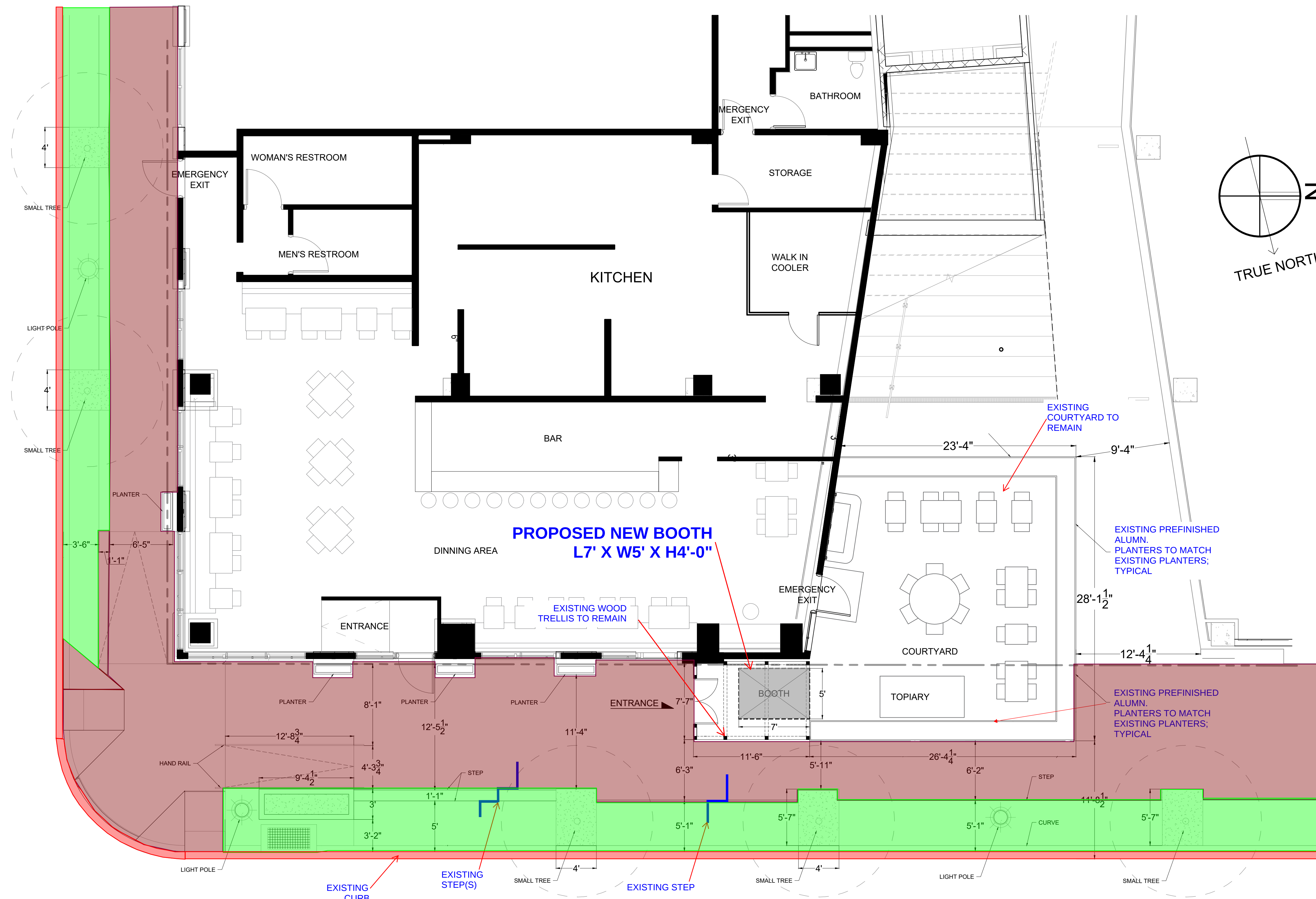
SCALE 3/16" = 1'-0"

DRAWN BY

Juan C. Valencia

CHECKED BY

Enrique Garcia



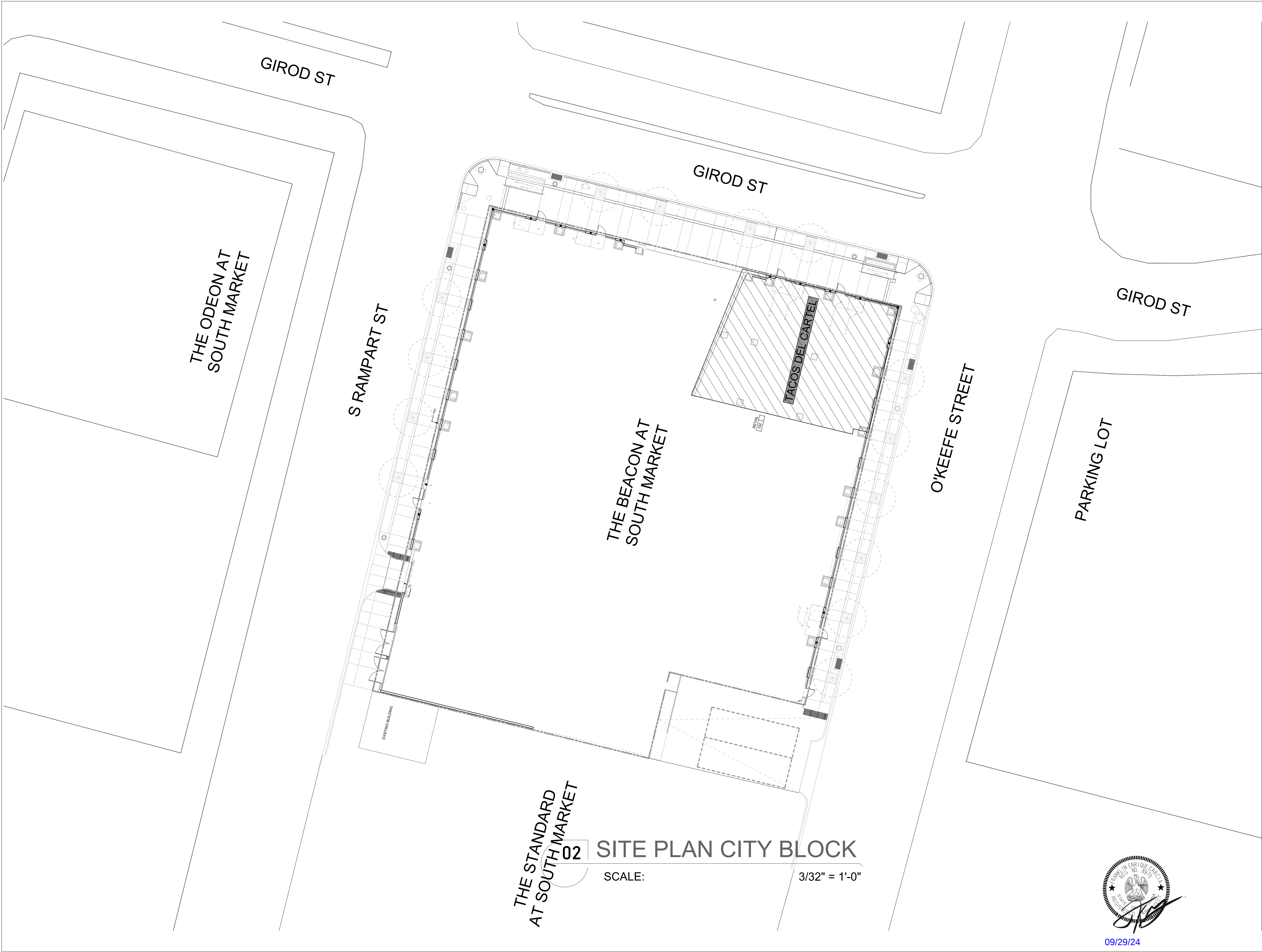
09/29/24

01

SITE PLAN

SCALE: 3/16" = 1'-0"

- EXISTING CURB TO REMAIN
- PROPOSED NEW BOOTH L7' X W5' X H4'-0"
- EXISTING RIGHT OF WAY: SIDEWALK, RAMPS TO REMAIN
- EXISTING RIGHT OF WAY: LIGHTING POLES, TRESS/ GRASSED AREAS TO REMAIN



PROJECT


TACOS DEL CARTEL
EST 2020

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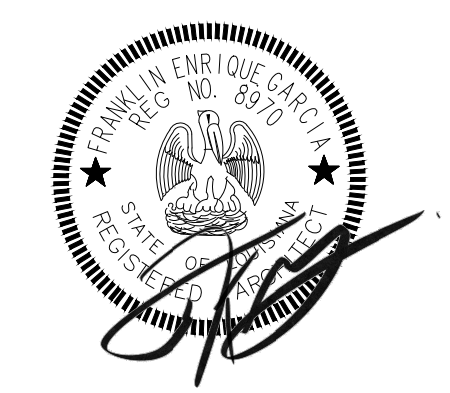
NOTES

02

SCALE 3/32" = 1'-0"

DRAWN BY
Juan C. Valencia

CHECKED BY
Enrique Garcia



09/29/24