City Planning Commission

Staff Report

Tuesday, June 9, 2026

Zoning Docket 060/26

Prepared by: Sarah C. King
Date: June 26, 2026
Deadline for CPC action: 08/08/2026
CC Deadline: 60 days from receipt
City Council District: B – Harris

Applicant: Pou Properties, LLC

Request: Conditional Use to permit a standard restaurant in the HU-B1 Historic Urban Neighborhood Business District and the Magazine Street Use Restriction Overlay District.

Property description: Square 153, Lot A, in the Fourth Municipal District, bounded by Sixth, Seventh, Camp and Magazine Streets

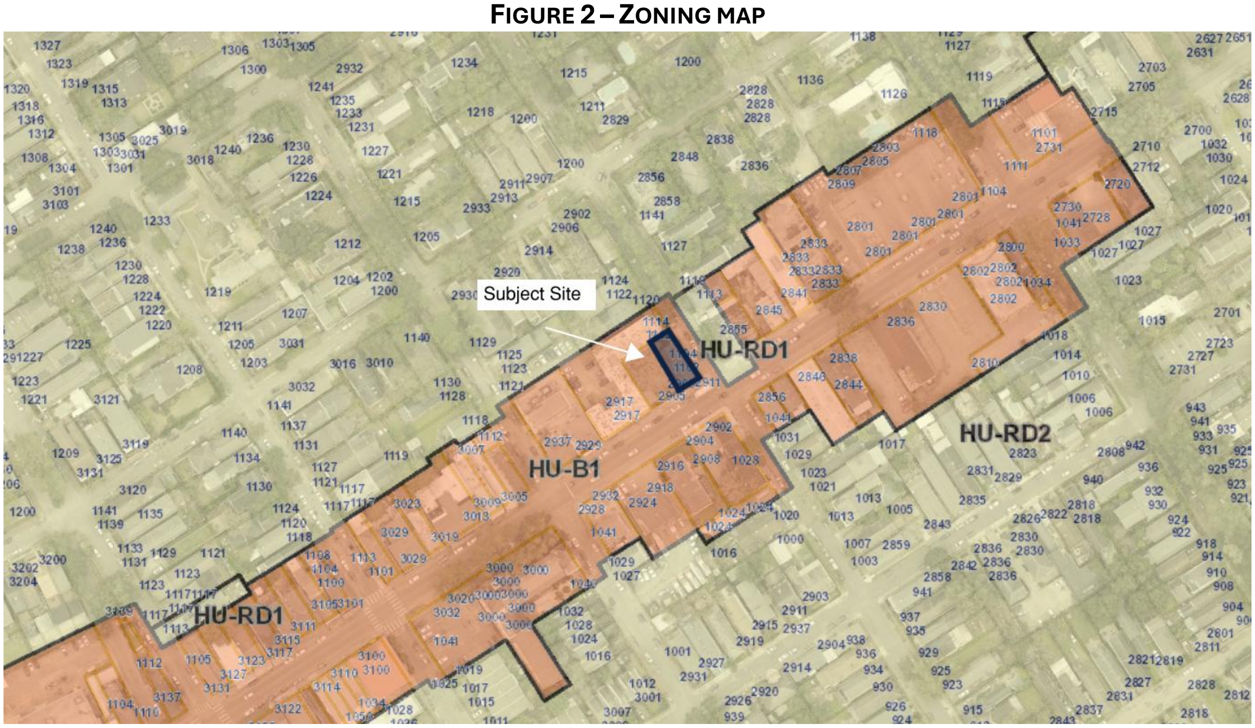
Municipal address: 2901 Magazine Street

Description

The subject property is a rectangular interior lot along Magazine Street measuring 34.6 feet in width, 80 feet in depth, and 2760 square feet in area. The previous commercial use of the building was as Lemon Shark Poke, and before that a GNC General Nutrition Center as far back as 2007. The building now houses a sushi restaurant, Nanami, that is classified as a specialty, or limited-service, restaurant for zoning purposes. The operator now wishes for the restaurant to be reclassified as a standard restaurant to enable the sale of alcoholic beverages at the restaurant (as standard restaurants are permitted to sell alcoholic beverages and standard restaurants are not). This requires conditional use approval because the Magazine Street Use Restriction Overlay District allows standard restaurants only as conditional uses.

FIGURE 1 – SUBJECT SITE

FIGURE 2 – ZONING MAP



Reason for Commission Review

Per **Article 18, Section 18.20.B.1**, a standard restaurant is deemed a conditional use in the Magazine Street Use Restriction Overlay District, even when allowed as a permitted use in the base zoning district. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Analysis

Use Standards for Restaurants	
Requirement	**Notes**
1. A restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added: a. For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises. b. All restaurants serving alcoholic beverages shall provide exterior security cameras.	A proviso will be included that contains all use standards applicable to this location.
2. A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.	
3. If a restaurant contains a brewing, distilling or winemaking facility on-site, a floor plan indicating the area reserved for brewing, distilling or winemaking and a description of the facility and capacity. On-site micro-brewing, micro-distillery and winery facilities are only allowed in standard restaurants.	
4. Standard restaurants shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three-hundred (300) feet of the proposed location.	
5. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.	
6. All restaurants that serve alcoholic beverages are limited to the following hours of operation (see also Table 20-2: Restaurant Hours of Operation Regulations). No new customers are permitted after the closing hour, and the restaurant shall be completely shut down, including no staff present on the premises, within two (2) hours of the closing time. Opening hour is for first opening of business to customers. These limitations do not apply to restaurants that serve alcoholic beverages in the Vieux Carré Districts, the CBD Districts, and in the C-1, C-2, C-3, LI, HI, MI, BIP, MU-2, EC, MC, and LS Districts. a. Sunday through Wednesday: from 6:00 am to 10:00 pm.	

b. Thursday through Saturday: from 6:00 am to 12:00 am (midnight). c. Other hours may be approved through the conditional use process.	
7. Hours of operation shall be posted on or near the restaurant entrance visible to the public.	
8. Live entertainment-secondary use and outdoor live entertainment-secondary use are separate uses and subject to separate approval. Additionally, the restaurant must remain open while any live entertainment takes place.	
9. If the restaurant use plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plans shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.	
10. Security and operation plans may be revised by the property owner or person authorized in writing by the owner. New plans shall be resubmitted for approval.	
11. Restaurants with drive-through facilities are subject to the standards of this Article. Standard restaurants with live entertainment – secondary uses are also subject to the standards of this Article. Drive-through facilities and live entertainment – secondary uses are considered separate principal uses and subject to separate approval.	
12. A holding bar is permitted only for a standard restaurant. The holding bar is an accessory use to the principal use of a standard restaurant. The holding bar is an area of a restaurant where alcoholic beverages are prepared and served at the bar. Holding bars are subject to the following: a. A holding bar cannot exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three-hundred (300) square feet, including the service area behind the bar. The calculation of the total public seating area shall include the holding bar area in the calculation. If a portion of the holding bar is used to serve non-alcoholic beverages, such as coffee, that area is included as part of the holding bar area. The holding bar area shall be calculated from the back wall to the front of the bar. (See Figure 20-1: Restaurant Holding Bar.) If the holding bar is not set against a wall, the area shall be calculated from one bar front to another. b. The holding bar shall only be open to the public while food is being served in the restaurant's dining room. c. Through the conditional use process, the City Council may grant a variance to increase the square footage of the holding bar area. Such variance cannot exceed twenty-five percent (25%) of the public seating area of the restaurant.	
13. There shall be no cover charge to enter a restaurant.	

Parking Requirements

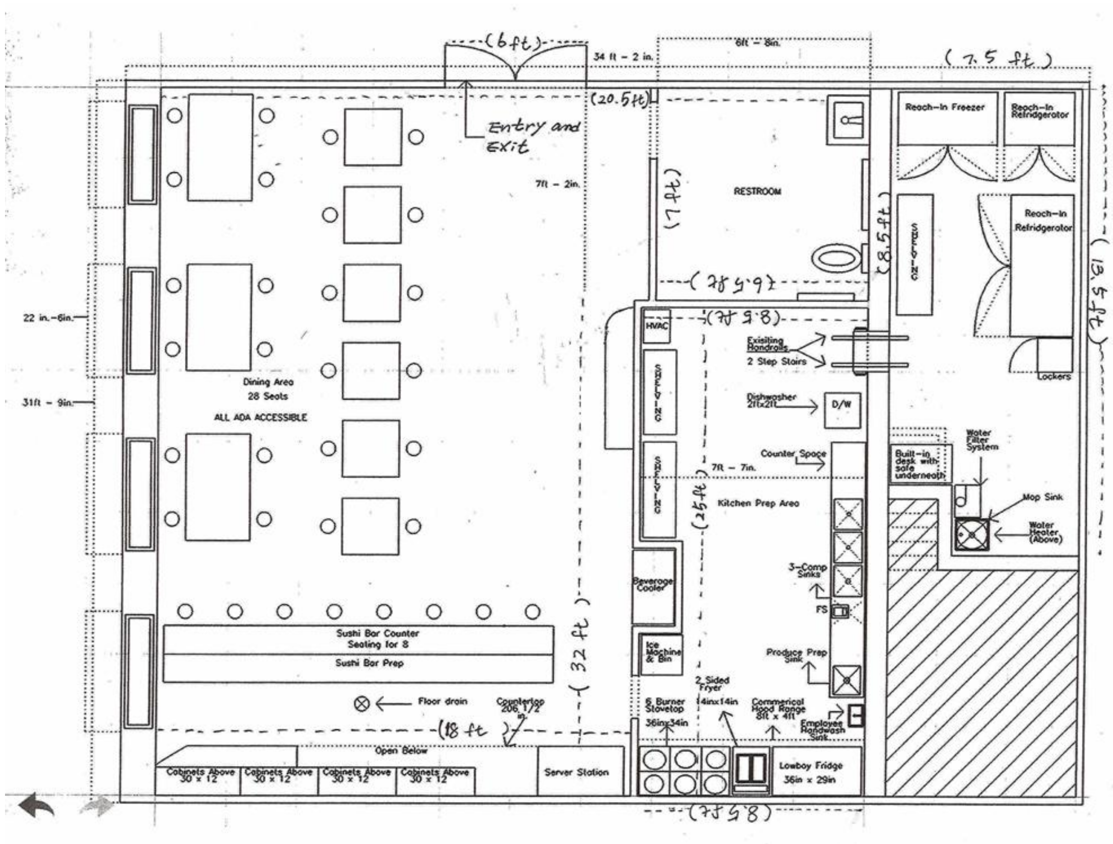
The proposed restaurant would have an area of 1,088 square feet at the ground floor. Per **Section 22.5.A**, the first 5,000 square feet of gross-floor area are exempt from providing parking, so there is no parking required for the restaurant. There is however, public parking located at the rear of the Magazine Commons shopping center that is adjacent to the site. Overall, the proposal meets all parking requirements.

Parking Requirements				
	Requirement	**Exceptions**	**Total Required**	**Provided**
Vehicle Parking	1 space:500 sf for commercial 1 space per unit for residential	No parking requirement for commercial space up to 5,000 sf	0	0
Bicycle Parking	1 space:2,500 sf for restaurant		0	0
Loading	None		0	0

Comments related to design

The applicant is proposing no interior modifications, as the existing restaurant use will continue to operate with the addition of sales of alcoholic beverages. Figure 3 shows the floor plan of the existing restaurant.

FIGURE 3: SITE PLAN



Anticipated impact on surrounding land uses

The subject site is located along a section of Magazine Street has historically been a mixed-use corridor with commercial uses interspersed among residential uses, so it is not likely that a standard restaurant would result in any negative impact for the surrounding residents. This is particularly the case because the restaurant already operates as a specialty restaurant, so the primary change to its operation will be the sale of alcoholic beverages. Assuming responsible management, the addition of alcoholic beverage sales will not substantially intensity the restaurant's operations or impacts on neighboring properties.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F** *Approval Standards* of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is **met**.

The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "Mixed-Use Low Density" The goal, range of uses, and development character for that designation are copied below.

MIXED-USE LOW DENSITY

> **Goal:** Increase neighborhood convenience and walkability within and along edges of neighborhoods with low density residential and neighborhood-serving retail/commercial establishments.
>
> **Range of Uses:** Low-density single-family, two-family and multifamily residential and neighborhood business; typically businesses in residential scale buildings interspersed with residences. Uses can be combined horizontally or vertically (ground floor retail required in certain areas). Limited light-industrial uses (small food manufacturers, craft and value added industry and passive warehousing and storage) may be allowed in some areas. Agricultural, stormwater management, and supporting public recreational and community facilities are allowed. Transit and transportation facilities are allowed.
>
> **Development Character:** Height, mass and density of new development varied depending on surrounding neighborhood character. Allow the adaptive reuse of historic non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

The proposed use is consistent with the general character of the neighborhood, a mixed-use area focused on walkability, cyclability, and transit access. The scale of the restaurant, in an existing mixed-use structure, is consistent with the commercial nature of Magazine Street and the goal, range of uses and development character of the Mixed-Use Low Density Neighborhood future land use designation.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is **met**.

The Comprehensive Zoning Ordinance states that the HU-B1 Neighborhood Business District is intended for commercial areas that predominantly serve the needs of the nearby residential neighborhoods. The general character of this type of development should be sensitive to and compatible with its residential surroundings. Restaurants are common along Magazine Street, and not overly saturated in this area. The continued operation of an existing building is compatible with neighborhood norms.

It should be noted that although the base zoning district permits restaurants by right, the Magazine Street Overlay District reclassifies restaurants as a conditional use due to concerns about overconcentration or clustering of restaurants along portions of Magazine Street. There are some other restaurants in this segment of Magazine Street. There does not appear to be an excessive concentration of restaurants, nor would there be with continuation of business this restaurant.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

This standard is **met**.

A proviso will ensure compliance with the use standards of **Article 20**; the environmental standards of **Section 21.3** do not apply to the nature of the proposed use.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is **met**.

The Magazine Street commercial corridor is heavily developed with a vibrant mix of commercial uses that already include standard restaurants. The applicant proposes to continue operation as restaurant with the addition of alcoholic beverage sales. There are no proposed exterior building modifications or alterations to the public right-of-way. Accordingly, the use would be compatible with the character and integrity of the neighborhood.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is **met**.

As it will be subject to standard operational requirements that apply to all restaurants, staff believe that the conversion of the specialty restaurant to a standard restaurant would not result in inappropriate or detrimental impacts to other properties in the vicinity.

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 060-26 subject to three (3) provisos:

Provisos

1. In accordance with **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance, the use shall be in accordance with the following use standards:

    a. The restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added:

        i. For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.
        ii. All restaurants serving alcoholic beverages shall provide exterior security cameras.

    b. The restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.

    c. If the restaurant contains a brewing or distilling facility on-site, a floor plan indicating the area reserved for brewing or distilling and a description of the facility and capacity. On-site micro-brewing and micro-distillery facilities are only allowed in standard restaurants.

    d. The standard restaurant shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three-hundred (300) feet of the proposed location.

    e. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.

    f. The restaurant is limited to the following hours of operation. No new customers are permitted after the closing hour, and the restaurant shall be completely shut down, including no staff present on the premises, within two (2) hours of the closing time. Opening hour is for first opening of business to customers.

        i. Sunday through Wednesday: from 6:00 am to 10:00 pm.
        ii. Thursday through Saturday: from 6:00 am to 12:00 am (midnight).

    g. Hours of operation shall be posted on or near the restaurant entrance visible to the public.

    h. Live entertainment is a separate principal use and subject to separate approval.

i. If the restaurant use plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plans shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.

j. Security and operation plans may be revised by the property owner or person authorized in writing by the owner. New plans shall be resubmitted for approval.

k. A holding bar is permitted. The holding bar is an accessory use to the principal use of the standard restaurant. The holding bar is an area of the restaurant where alcoholic beverages are prepared and served at the bar. Holding bars are subject to the following:

    i. A holding bar cannot exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three-hundred (300) square feet, including the service area behind the bar. The calculation of the total public seating area shall include the holding bar area in the calculation. If a portion of the holding bar is used to serve non-alcoholic beverages, such as coffee, that area is included as part of the holding bar area. The holding bar area shall be calculated from the back wall to the front of the bar. If the holding bar is not set against a wall, the area shall be calculated from one bar front to another.
    ii. The holding bar should be only open to the public while food is being served in the restaurant dining room.

l. There shall be no cover charge to enter the restaurant.

2. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use.

3. The restaurant shall operate in accordance with the definition of a Standard Restaurant as defined in **Article 26, Section 26.6** of the Comprehensive Zoning Ordinance.

City Planning Commission Meeting (January 13, 2026)

The staff summarized the application and presented its recommendation of approval. The Commission received public comment from the applicant speaking in support of the request.

Commissioner Jordan made a motion to approve the application as recommended by the staff. Commission Flick seconded the motion which was adopted.

MOTION:
BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 060/26 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO THREE (3) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

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    a. The restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added:

        iii. For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.
        iv. All restaurants serving alcoholic beverages shall provide exterior security cameras.

    b. The restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.

    c. If the restaurant contains a brewing or distilling facility on-site, a floor plan indicating the area reserved for brewing or distilling and a description of the facility and capacity. On-site micro-brewing and micro-distillery facilities are only allowed in standard restaurants.

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        iii. Sunday through Wednesday: from 6:00 am to 10:00 pm.
        iv. Thursday through Saturday: from 6:00 am to 12:00 am (midnight).

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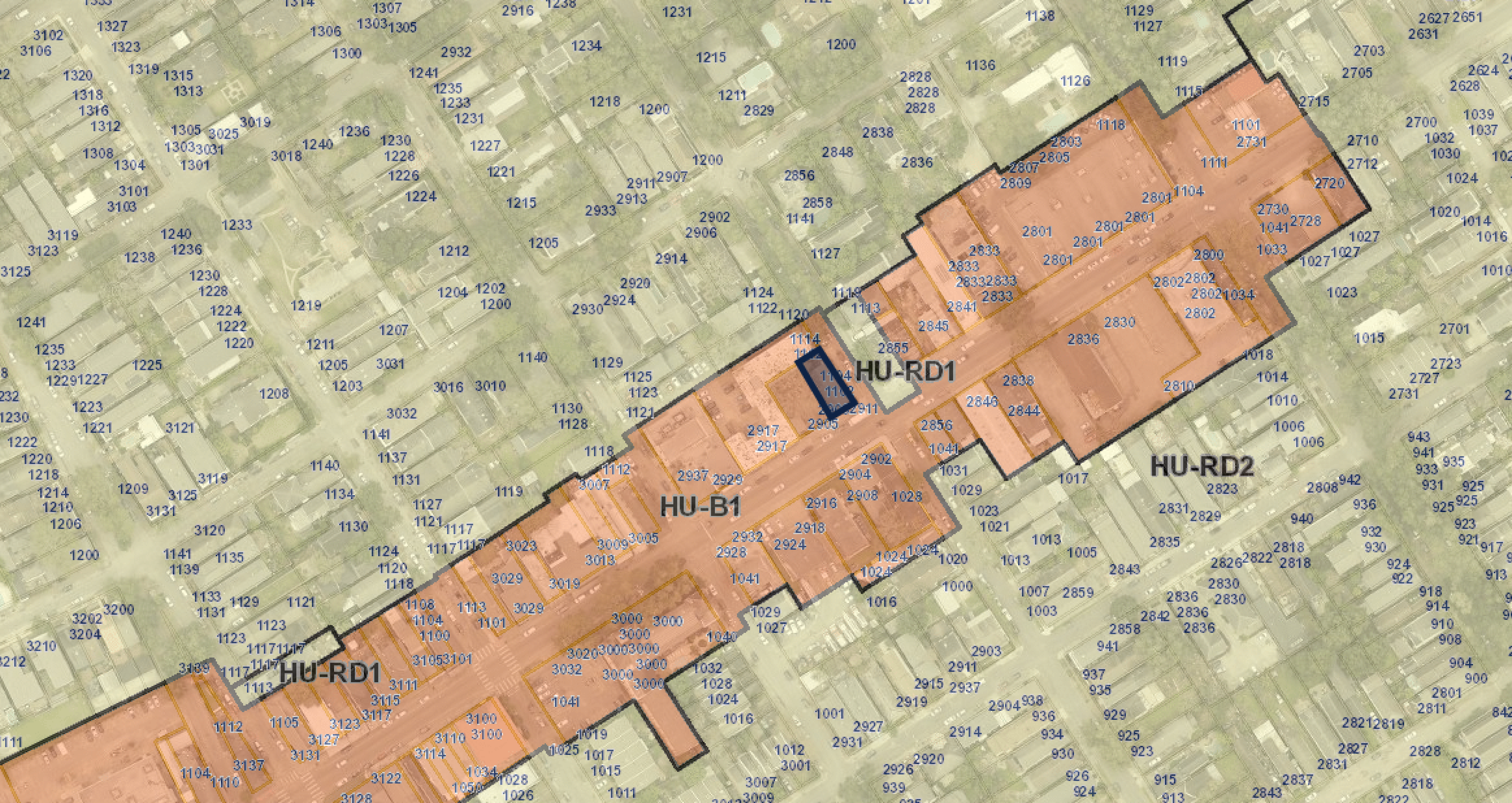
YEAS: Flick, Herbert, Jackson, Jordan, Joshi-Gupta, Kepper, Poche, Steeg, Witry
NAYS: None
ABSENT: None


HU-RD1
HU-B1
HU-RD2
HU-RD1

ZACH SMITH
CONSULTING & DESIGN

March 20, 2026

Dear Neighbor,

On behalf of our client, we are applying for a conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., in the HU-B1, Historic Urban Neighborhood Business District with the Magazine Street Use Restriction Overlay District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance. According to the use restriction overlay, "When allowed as a permitted use in the base zoning district, the following use requires conditional use approval in accordance with Section 4.3, subject to use standards of ARTICLE 20.3.ZZ. a. Restaurant, Standard, b. Alcohol beverage sales in an existing standard restaurant if not already permitted by a conditional use." According to Article 12, Section 12.2.A (table 12-1), the underlying zoning district, HU-B1 does permit a standard restaurant but because the property is in Magazine Street Use Overlay District, conditional use approval is required for the business to be a standard restaurant with alcohol sales. The business is currently operating as a specialty sushi restaurant. This request must be heard by the City Planning Commission and City Council at public meetings.

As a nearby neighbor to 2901 Magazine St. or someone with regards for the neighborhood, Zach Smith Consulting & Design's team would like to invite you to a meeting to discuss the Conditional Use for the standard restaurant with alcohol sales. During this meeting, you will learn more about our proposal and have time to ask questions or voice concerns regarding this request. You are welcome to send us any questions beforehand.

This letter is being delivered through U.S. Mail or email.

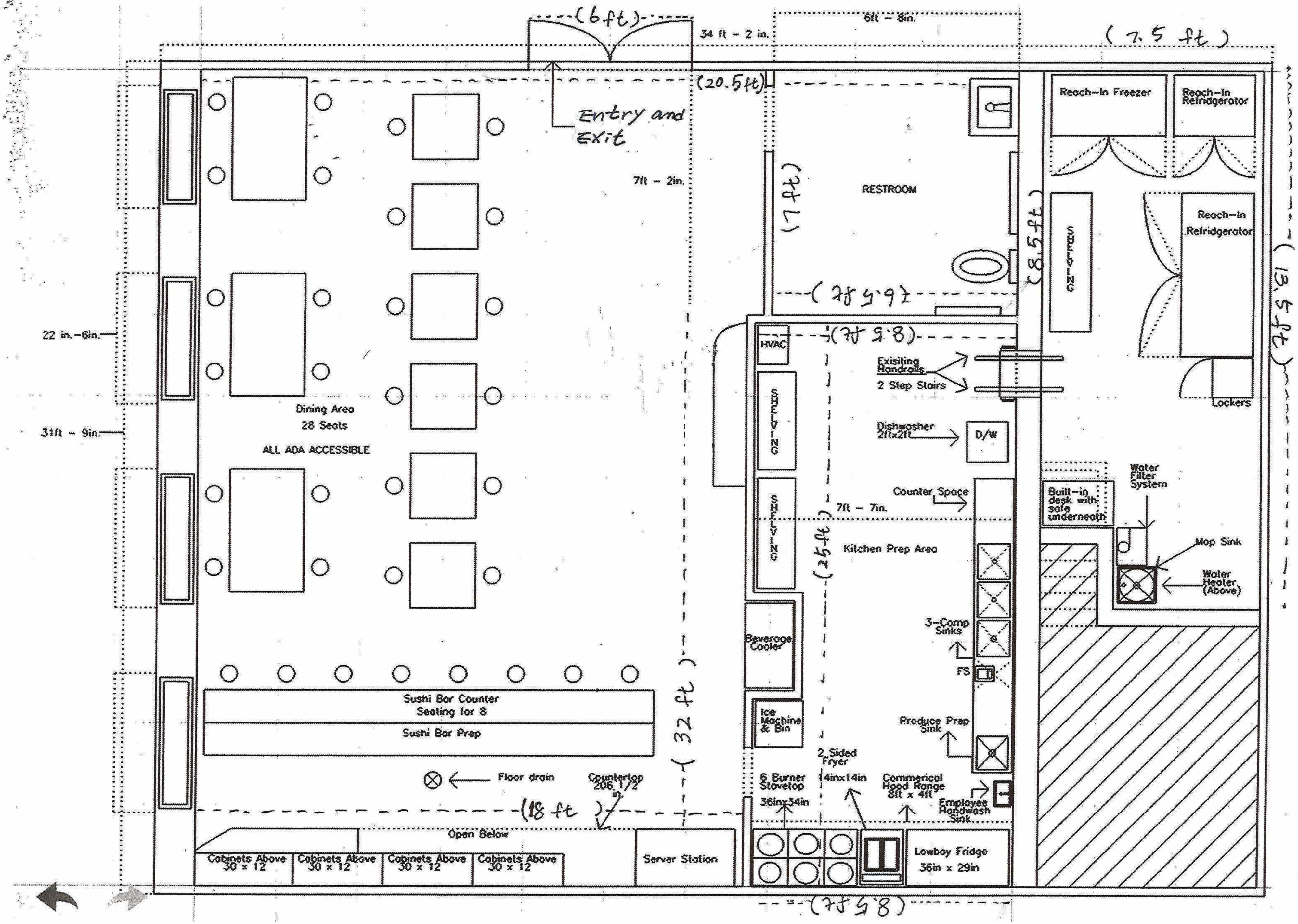
The meeting will take place: Monday, April 6, 2026, at 5:30pm at 2901 Magazine St., New Orleans, LA 70115

If you are unable to attend and would like to receive info about the meeting, please feel free to contact me. If you have any additional questions or comments, please reach me at my email address below and include "2901 Magazine" in the subject line.

Thank you,

Laura Barth
Permit Liaison | Zach Smith Consulting

O: +1 (504) 383 3748
E: laura@zachsmithconsulting.com
W: www.zachsmithconsulting.com


(6ft)
34 ft - 2 in.
6ft - 8in.
(7.5 ft)
(20.5ft)
Entry and Exit
7ft - 2in.
RESTROOM
(7ft)
(8.5ft)
(9.5ft)
(13.5ft)
Reach-In Freezer
Reach-In Refridgerator
Reach-In Refridgerator
SHELVING
Lockers
HVAC
(8.5ft)
Exisiting Handrails
2 Step Stairs
Dishwasher 2ftx2ft
D/W
Counter Space
7ft - 7in.
Kitchen Prep Area
(25ft)
Built-in desk with safe underneath
Water Filter System
Mop Sink
Water Heater (Above)
3-Comp Sinks
FS
Beverage Cooler
Ice Machine & Bin
Produce Prep Sink
2 Sided Fryer
14inx14in
6 Burner Stovetop
36inx34in
Commerical Hood Range
8ft x 4ft
Employee Handwash Sink
Lowboy Fridge
36in x 29in
(8.5ft)
22 in.-6in.
31ft - 9in.
Dining Area
28 Seats
ALL ADA ACCESSIBLE
(32 ft)
Sushi Bar Counter
Seating for 8
Sushi Bar Prep
Floor drain
Countertop 206 1/2 in.
(18 ft)
Open Below
Cabinets Above 30 x 12
Cabinets Above 30 x 12
Cabinets Above 30 x 12
Cabinets Above 30 x 12
Server Station

2901 Magazine Photos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OPEN

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REQUEST FOR NOTICE OF SEIZURE

CRESCENT TITLE, LLC
7835 MAPLE STREET
NEW ORLEANS, LA 70118

224657

TO: Clerk of Court
Parish of ORLEANS

DATE: October 13, 2022

REQUEST. In accordance with Act 615 of 1982 (La. R.S. 13:3886) the undersigned Lender does hereby request that the Sheriff of ORLEANS Parish, Louisiana, notify the undersigned Lender at the address hereinafter set forth in the event the following described property is seized by said Sheriff.

OWNERS(S): POU PROPERTIES, LLC

PROPERTY: The immovable (real) property located in ORLEANS Parish, State of Louisiana:

The immovable (real) property specifically described as follows:

See EXHIBIT "A", which is attached to this Request for Notice and made a part of this Request for Notice as if fully set forth herein.

Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Real Property or its address is commonly known as 2917 MAGAZINE ST, NEW ORLEANS, LA 70115.

NAME AND ADDRESS OF PARTY TO BE NOTIFIED:

METAIRIE BANK & TRUST
MANDEVILLE BRANCH
4500 Hwy 22
MANDEVILLE, LA 70471

METAIRIE BANK & TRUST

X______________________________

CC: with check for fee to Sheriff

RECEIPT

RECEIPT OF THE SUM OF TWENTY DOLLARS ($20.00), being the fee required by La. R.S. 13:3886 for a request of notice of seizure, is hereby acknowledged by the Sheriff of ORLEANS Parish, this _________ day of ______________________, _______.

SHERIFF'S OFFICE OF ORLEANS PARISH:

X______________________________

Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #: 2022-40375 10/17/2022 09:20:52 AM
TYPE: RNS 4 PG(S)
MIN#: 1402168

Crescent Title, LLC
7835 Maple Street
New Orleans, LA 70118
224657

DATE: October 13, 2022
BORROWER: Pou Properties, L.L.C.
PROPERTY ADDRESS: 2917 Magazine Street, New Orleans, LA 70115

EXHIBIT "A"
LEGAL DESCRIPTION

1. ONE CERTAIN LOT PARCEL 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 FOURTH DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 153, bounded by Seventh, Magazine, Camp and Sixth Streets, designated as LOT NO. 22 according to plan by F. B. Nichols, Surveyor, dated 12/14/1846, deposited in the office of L.R. Kenny, N.P., said Lot measures 34 feet, 9 inches front on Seventh Street, by 120 feet deep between equal and parallel lines.

The following is provided for informational purposes only:
The improvements thereon bear the Municipal No. 1121 Seventh Street, New Orleans, LA 70115.

2. ONE CERTAIN LOT PARCEL 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 FOURTH DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 153 bounded by Camp, Magazine, Sixth and Seventh Streets. Said Lots are designated by the NOS 4, 5, & 6, on a plan by Gilbert & Kelly, dated 5/6/1927, according to which said lots measure each 28 feet, 6 inches, 2 lines front on Magazine Street, by a depth of 125 feet between equal and parallel lines. The said lots adjoin and Lot No. 4 commences at a distance of 84' 5" 2"', actual (84 feet 6 inches, 0 lines title) from the corner of Magazine and Sixth Streets.

The following is provided for informational purposes only:
The improvements thereon bear the Municipal No. 2917 Magazine Street, New Orleans, LA 70115.

3. ONE CERTAIN LOT PARCEL 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 FOURTH DISTRICT (erroneously cited in various acts as Sixth District) of the City of New Orleans, State of Louisiana, in SQUARE NO. 153, bounded by Magazine Street, Camp, Sixth, and Seventh Streets, said lot is designated by the LETTER B, on a survey made by E. L. Eustis, C.E. & S. dated 3/30/1939, a blue print of which is annexed to an act of sale of 5/4/1939, passed before Percy S. Benedict, N.P., according to which said survey said Lot measures 49 feet, 11 inches, 2 lines front on Magazine Street, same width in the rear, by a depth of 80 feet between equal and parallel lines, which said portion of ground is composed of the greater portion of original Lot No. 2 and 3. And according to a plan of survey made by Gilbert, Kelly & Couturie, Inc., S. & E., dated 12/16/1987, the said Lot B commences at a distance of 34 feet, 6 inches. 0 lines from the corner of Sixth Street and Magazine Street and is located in Square No. 153 of the Fourth District of the City of New Orleans.

The following is provided for informational purposes only:
Improvements thereon bear the Municipal No. 2905-07-09 Magazine Street, New Orleans, LA 70115.

4. ONE CERTAIN LOT PARCEL 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 FOURTH DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in the Square bounded by Sixth, Seventh, Camp and Magazine, designated on the assessment rolls as SQUARE NO. 153, which said lot or portion of ground is situated at a distance of 80 feet from Magazine Street, and measures more or less, in American measure, 45 feet front on Magazine Street, by a depth between parallel lines of 84 feet, 5 inches 2 lines; according to a blue print of survey by R.P. Rordam, C.E., dated 2/4/1948, the said Lot is designated as LOT C and has the same measurements as heretofore set out.

The following is provided for informational purposes only:
Improvements thereon bear the Municipal No. 1114 Sixth Street, New Orleans, LA 70115.

SA
JL

5. THAT CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon and all of the servitudes, rights and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Orleans, in the FOURTH DISTRICT of the City of New Orleans, in SQUARE NO. 153 thereof, which square is bounded by Sixth, Magazine, Seventh, and Camp Streets, designated as LOT "A" (being composed of the greater and front portion of original Lot No. 1 and a small portion adjacent thereto of original Lot No. 2 shown on a plan by C. A. Hedin, Architect and Civil Engineer, dated 3/11/1850, deposited in the office of L. R. Kenny, late N.P.), said LOT "A" forms the corner of Sixth and Magazine Streets, and measures 34 feet 6 inches front on Magazine Street, the same in width in the rear, by a depth and front on Sixth Street of 20 feet, between equal and parallel lines. The above description is also in accordance with a survey by Sterling Mandle, L.S. dated 12/7/1977, print of which is annexed to an act before Curtis Allen Hennesy, N.P., dated 1/13/1978.

The following is provided for informational purposes only:
Improvements thereon bear Municipal Nos. 1100-1102, 1104 and 1108 Sixth Street (f/k/a 2901-2903 Magazine Street), New Orleans, LA 70115.

Being the same properties acquired by Pou Properties, L.L.C., by act dated August 10, 2004, registered in CIN 289520, Orleans Parish, Louisiana.

MORTGAGOR'S MARITAL STATUS:

Pou Properties, L.L.C. (Tax ID# XX-XXX0334), a Louisiana Limited Liability Company organized and existing under the Laws of the State of Louisiana, pursuant to Articles of Organization registered with the Secretary of State, represented herein by Michael P. Pou, Manager, pursuant to an Authorization, an original of which is annexed hereto and made a part hereof.

MAILING ADDRESS: 2133 Octavia Street, New Orleans, LA 70115

Title Ins. Prod.: Crescent Title, LLC
Address: 7835 Maple Street, New Orleans, LA 70118
Prod. Lic. No.: 300974
Title Ins. Underwriter: First American Title Insurance Company of Louisiana
Title Opinion by: Paul M. Lapeyre
La. Bar No.: 08038

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112

Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon

Clerk of Court and Ex-Officio Recorder

Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2022-40375

Recording Date: 10/17/2022 09:20:52 AM

Document Type: REQUEST FOR NOTICE OF SEIZURE

Addtl Titles Doc Types:

Mortgage Instrument Number: 1402168

Filed by: CRESCENT TITLE LLC
7835 MAPLE ST
NEW ORLEANS LA 70118

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ZACH SMITH
CONSULTING & DESIGN

March 20, 2026

Dear Neighbor,

On behalf of our client, we are applying for a conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., in the HU-B1, Historic Urban Neighborhood Business District with the Magazine Street Use Restriction Overlay District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance. According to the use restriction overlay, "When allowed as a permitted use in the base zoning district, the following use requires conditional use approval in accordance with Section 4.3, subject to use standards of ARTICLE 20.3.ZZ. a. Restaurant, Standard, b. Alcohol beverage sales in an existing standard restaurant if not already permitted by a conditional use." According to Article 12, Section 12.2.A (table 12-1), the underlying zoning district, HU-B1 does permit a standard restaurant but because the property is in Magazine Street Use Overlay District, conditional use approval is required for the business to be a standard restaurant with alcohol sales. The business is currently operating as a specialty sushi restaurant. This request must be heard by the City Planning Commission and City Council at public meetings.

As a nearby neighbor to 2901 Magazine St. or someone with regards for the neighborhood, Zach Smith Consulting & Design's team would like to invite you to a meeting to discuss the Conditional Use for the standard restaurant with alcohol sales. During this meeting, you will learn more about our proposal and have time to ask questions or voice concerns regarding this request. You are welcome to send us any questions beforehand.

This letter is being delivered through U.S. Mail or email.

The meeting will take place: Monday, April 6, 2026, at 5:30pm at 2901 Magazine St., New Orleans, LA 70115

If you are unable to attend and would like to receive info about the meeting, please feel free to contact me. If you have any additional questions or comments, please reach me at my email address below and include "2901 Magazine" in the subject line.

Thank you,

Laura Barth
Permit Liaison | Zach Smith Consulting

O: +1 (504) 383 3748
E: laura@zachsmithconsulting.com
W: www.zachsmithconsulting.com

NEW ORLEANS CITY PLANNING COMMISSION ONLINE TOOLS

CPC Website nola.gov/next/city-planning
The CPC website hosts many important documents and tools. CPC meeting agendas, videos, and staff reports can be viewed on the website as well as regulatory and planning documents such as the Comprehensive Zoning Ordinance (CZO) and the Master Plan. You can also access online mapping tools like Property Viewer and Open Project Viewer.

Comprehensive Zoning Ordinance czo.nola.gov
The entire text of the CZO can be viewed at this web address.

NoticeMe noticeme.nola.gov
NoticeMe is a personalized notification tool that emails citizens to inform them of opportunities for public input on proposed land-use changes. This system offers a way for interested parties to stay informed about land use proposals within a selected area. Once registered, the email address will receive notices of when a public hearing is scheduled and when a report is ready. You will also be notified of the action of the CPC or Board of Zoning Adjustments.

One Stop App onestopapp.nola.gov
The One Stop App pulls up-to-date information directly from the City's official record. This tool is used by homeowners, businesses, licensed professionals, developers, contactors, and other interested citizens to:

- Find information about a permit, license, planning project, or violation in progress.
- Initiate an application for many types of permits and licenses without coming to City Hall.
- Pay with credit cards for permits and licenses online.
- Research what has been permitted, licensed, or cited at a particular location or during a user defined time frame.

Property Viewer property.nola.gov
The Property Viewer provides zoning and land use information for all properties within the City of New Orleans. The Property Viewer displays "layers" of information, including the Master Plan Future Land Use Map, current zoning districts, and the locations of site-specific zoning actions approved by ordinance such as Conditional Uses and Planned Developments. Links are provided that can take the viewer to applicable section of the CZO and Assessor records.

What is the CPC?
The New Orleans City Planning Commission (CPC) is a nine-member citizen board supported by a staff of planners. The CPC provides analysis and recommendations to the City Council on matters dealing with the present and future development of the City in accordance with the goals and policies of the City's Plan for the 21st Century, or "Master Plan." This includes reviewing, approving, and recommending requests for Master Plan amendments, map changes, text amendments to the Comprehensive Zoning Ordinance (CZO), appeals, and subdivisions.

(504) 658-7033 | cpcinfo@nola.gov | Facebook: New Orleans City Planning Commission | Instagram: @neworleanscpc
Visit us at 1340 Poydras Street, 8th Floor, New Orleans, LA 70112 between 9:00 a.m. and 4:00 p.m. Monday-Friday!

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

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12.2.A PERMITTED AND CONDITIONAL USES

Only those uses of land listed under Table 12-1: Permitted and Conditional Uses (#table12-1) as permitted uses or conditional uses are allowed within the Historic Urban Neighborhood Districts. A "P" indicates that a use is permitted within that zoning district. A "C" indicates that a use is a conditional use in that zoning district and would require a conditional use approval as required in Section 4.3 (Conditional Use). No letter (i.e., a blank space) or the absence of the use from the table indicates that use is not permitted within that zoning district.

Table 12-1: Permitted and Conditional Uses

Table 12-1: Permitted and Conditional Uses				
USE[1]	**DISTRICTS**			**USE STANDARDS**
	HU-B1A	**HU-B1**	**HU-MU**	
RESIDENTIAL USE				
Bed and Breakfast – Accessory	C	C	C	Section 20.3.I
Bed and Breakfast – Principal	C	C	C	Section 20.3.I
Day Care Home, Adult – Small	P	P	P	Section 20.3.T
Day Care Home, Adult – Large		P	P	Section 20.3.T
Dwelling, Above the Ground Floor	P	P	P	
Dwelling, Single-Family	P	P	P	
Dwelling, Two-Family	P	P	P	Section 20.3.Y
Dwelling, Townhouse			P	Section 20.3.X
Dwelling, Multi-Family			P	
Dwelling, Established Multi-Family	P,C[8]	P[9]		Section 20.3.W
Dwelling, Multi-Family - Limited to 4 Units Maximum	P	P		
Dwelling, Small Multi-Family Affordable	P	P	P	Section 20.3.SSS
Group Home, Small	P	P	P	Section 20.3.GG
Group Home, Large	P[2]	P[2]	P	Section 20.3.GG
Group Home, Congregate			C	Section 20.3.GG
Home Based Child Care, Small	P	P	P	Section 20.3.T
Permanent Supportive Housing	P[2]	P[2]	P	Section 20.3.PP

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS HU-B1A	HU-B1	HU-MU	USE STANDARDS
Residential Care Facility	P	P	P	Section 20.3.YY
COMMERCIAL USE				
Amusement Facility, Indoor		P	P	Section 20.3.E
Animal Hospital	P	P	P	
Art Gallery	P	P	P	
Arts Studio	P	P	P	
Bar			C	Section 20.3.G
Car Wash			C	Section 20.3.L
Catering Kitchen	P	P	P	
Day Care Center, Adult – Small	P	P	P	Section 20.3.S
Day Care Center, Adult – Large		P	P	Section 20.3.S
Day Care Center, Adult - Commercial		P	P	Section 20.3.S
Drive-Through Facility			C[3]	Section 20.3.V
Financial Institution	P	P	P	
Funeral Homes		C	C	
Grocery Store	P	P	P	
Gas Station		C	C	Section 20.3.EE
Health Club		P	P	
Hostel			C	
Hotel/Motel			C	
Ice Manufacturing and Vending Machines - Principal Use		C	C	Section 20.3.ZZZ
Live Entertainment – Secondary Use			C	Section 20.3.JJ
Medical/Dental Clinic	P	P	P	
Micro-Brewery			P	
Micro-Distillery			P	
Motor Vehicle Dealership, Small			P	
Motor Vehicle Service and Repair Facility, Small			C	Section 20.3.MM
Office	P	P	P	
Outdoor Live Entertainment - Secondary Use		C	C	Section 20.3.WWW
Personal Service Establishment	P	P	P	

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS HU-B1A	HU-B1	HU-MU	USE STANDARDS
Pet Day Care Service	P	P	P	Section 20.3.QQ
Public Market		P	P	Section 20.3.TT
Recording Studio			P	
Reception Facility		C	C	Section 20.3.WW
Restaurant, Carry-Out	C	P	P	Section 20.3.ZZ
Restaurant, Fast Food		C	C	Section 20.3.ZZ
Restaurant, Specialty	P	P	P	Section 20.3.ZZ
Restaurant, Standard	P	P	P	Section 20.3.ZZ
Retail Goods Establishment	P	P	P	
Retail Sales of Packaged Alcoholic Beverages		C[4]	C	
Short Term Rental, Commercial			P	Section 20.3.LLL
Small Box Variety Store	P	P	P	Section 20.3.NNN
Wine Shop		C	C	Section 20.3.PPP
Winery			P	
INDUSTRIAL USE				
Brewery			P[7]	
Food Processing			C	
Distillery			P[7]	
Manufacturing, Artisan			P	
Mardi Gras Den			C	
Mini-Warehouse			C	
Warehouse			C	
INSTITUTIONAL USE				
Child Care Center, Small	P	P	P	Section 20.3.S
Child Care Center, Large	P	P	P	Section 20.3.S
City Hall	C	C	C	
Community Center	C	P	P	
Convent and Monastery		P	P	
Cultural Facility	C	C	C	Section 20.3.R
Domestic Protection Shelter			P	Section 20.3.U
Educational Facility, Primary		P	P	Section 20.3.Z
Educational Facility, Secondary		P	P	Section 20.3.Z

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS HU-B1A	HU-B1	HU-MU	USE STANDARDS
Educational Facility, Vocational		P	P	Section 20.3.Z
Emergency Shelter			P	Section 20.3.AA
Government Offices	P	P	P	
Place of Worship		P	P	
Public Works and Safety Facility			C	
Social Club or Lodge	P	P	P	Section 20.3.CCC
OPEN SPACE USE				
Agriculture – No Livestock	P	P	P	Section 20.3.C
Agriculture – With Livestock	C	C	C	Section 20.3.C
Parks and Playgrounds	P	P	P	
Stormwater Management (Principal Use)	P	P	P	
OTHER				
EV Charging Station (Principal Use)		C	C	Section 20.3.YYY
Parking Lot (Accessory Use)	P[10]	P[10]	P[10]	
Parking Lot (Principal Use)		C	C	Section 20.3.OO
Parking Structure (Principal Use)		C	C	Section 20.3.OO
Planned Development	C	C	C	Article 5
Utilities		P[5]	P[5]	Section 20.3.GGG
Wireless Telecommunications Antenna & Facility	C,P[6]	C,P[6]	C,P[6]	Section 20.3.JJJ
Wireless Telecommunications Tower & Facility	C	C	C	Section 20.3.JJJ

TABLE 12-1 FOOTNOTES

[1] The terms in this column ("Use") are defined in Article 26.

[2] Subject to the use restrictions in Section 12.2.B.2.

[3] Subject to the use restrictions in Section 12.2.B.3.

[4] Subject to the use restrictions in Section 12.2.B.4.

[5] Electrical Utility Substations and Transmission Lines shall be subject to design review as per Article 4, Section 4.5.B.5 and Table 4.2

[6] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.3.JJJ are considered permitted uses.

[7] Subject to the use restrictions in Section 12.2.B.5.

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

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12.3 SITE DESIGN STANDARDS

12.3.A BULK AND YARD REGULATIONS

12.3.A.1 GENERAL REGULATIONS

Table 12-2: Bulk and Yard Regulations establishes bulk and yard regulations for the Historic Urban Neighborhood Districts. (Highlighted letters in Table 12-2 indicate where those bulk and yard regulations are illustrated on the accompanying site diagram.)

Table 12-2: Bulk & Yard Regulations

Table 12-2: Bulk & Yard Regulations			
BULK & YARD REGULATIONS	**DISTRICTS**		
	HU-B1A	**HU-B1**	**HU-MU**
BULK REGULATIONS			
MINIMUM LOT AREA	SF: 1,500sf/du 2F: 1,200sf/du MF: 1,000sf/du MF - 3-4 Units: 1,000sf/du (maximum of 4 units) Small MF Affordable: None Non-Residential: None Dwelling Above Ground Floor: 800sf/du	SF: 1,500sf/du 2F: 1,200sf/du MF: 1,000sf/du MF - 3-4 Units: 1,000sf/du (maximum of 4 units) Small MF Affordable: None Non-Residential: None Dwelling Above Ground Floor: 800sf/du	SF: 1,500sf/du 2F: 1,200sf/du MF: 1,000sf/du Small MF Affordable: None Townhouse: 2,000sf/du Dwelling Above Ground Floor: 800sf/du Non-Residential: None

Table 12-2: Bulk & Yard Regulations

	BULK & YARD REGULATIONS	DISTRICTS HU-B1A	HU-B1	HU-MU
	MAXIMUM TOTAL FLOOR AREA – COMMERCIAL USE[1]	Permitted up to 5,000sf of total floor area Conditional use approval required for 5,000sf to 10,000sf of total floor area Uses with over 10,000sf of total floor area are prohibited	Permitted up to 5,000sf of total floor area Conditional use approval required for over 5,000sf of total floor area Uses with over 10,000sf of total floor area are prohibited	Permitted up to 5,000sf of total floor area Conditional use approval required for over 5,000sf of total floor area with the exception of grocery stores which are permitted by-right up to 10,000 square feet in area. Uses with over 10,000sf of total floor area are prohibited with the exception of grocery stores which are permitted through the conditional use process over 10,000sf of total floor area and within existing structures over 10,000 square feet in area.
A	MINIMUM LOT WIDTH	SF & 2F: 25' Non-Residential: None	SF, 2F, & MF: 25' Non-Residential: None	SF, 2F & MF: 25' Townhouse: 18' per du Non-Residential: None
B	MAXIMUM BUILDING HEIGHT	SF, 2F, & MF: 35' Non-Residential: 40' & no more than 3 stories	SF & 2F: 35' Non-Residential: 40' & no more than 3 stories	SF & 2F: 35' MF, Townhouse & Non-Residential: 40' & no more than 3 stories
	MINIMUM PERMEABLE OPEN SPACE	10% of lot area	10% of lot area	10% of lot area
	MINIMUM YARD REQUIREMENTS			
C	FRONT YARD	SF, 2F, & MF: See Section 11.3.A.2 Non-Residential/Mixed-Use/dwelling above ground floor: 0' build-to line	SF, 2F, & MF: See Section 11.3.A.2 Non-Residential/Mixed-Use/dwelling above ground floor: 0' to 10' build-to line	SF, 2F: See Section 11.3.A.2 Non-Residential/Mixed-Use/MF: 0' to 10' build-to line
D	INTERIOR SIDE YARD	3'	SF, 2F, MF: 3' Non-Residential/Mixed-Use/dwelling above ground floor: None, unless abutting a residential district then 3'[2]	SF & 2F: 3' Townhouse, MF & Non-Residential/ Mixed-Use: None, unless abutting a residential district then 3'[2]

Table 12-2: Bulk & Yard Regulations				
	BULK & YARD REGULATIONS	DISTRICTS		
		HU-B1A	HU-B1	HU-MU
E	CORNER SIDE YARD	SF, 2F, & MF: See Section 11.3.A.3 Non-Residential/Mixed-Use/dwelling above ground floor: None, to a maximum of 3'	SF, 2F, & MF: See Section 11.3.A.3 Non-Residential/Mixed-Use/dwelling above ground floor: None, to a maximum of 5'	SF & 2F: 10% of lot width, but a minimum of 3' Townhouse, MF & Non-Residential/Mixed Use: None, to a maximum of 5'
F	REAR YARD	20% of lot depth or 15', whichever is less	SF,2F, & MF: 20% of lot depth or 15', whichever is less Non-Residential/Mixed-Use/dwelling above ground floor: None, unless abutting a residential district then 15'[2]	Residential: 20% of lot depth or 15', whichever is less Non-Residential/Mixed-Use/MF: None, unless abutting a residential district then 15'[2]

TABLE 12-2 FOOTNOTES

[1] Total floor area limits per commercial use.

[2] If a property abuts more than one zoning district, the more restrictive yard requirement applies.

Table 12-3: The Mandatory Inclusionary Zoning Sub-District (MIZ) regulations establish mandatory inclusionary unit thresholds, set aside requirements, and Area Medium Income (AMI) levels and is required for any development that contains residential development of 10 or more dwelling units, including rental and homeownership dwelling units. Affordable Housing Units shall be in accordance with the standards outlined in the table below. All other bulk and yard regulations for the sub-districts are subject to the corresponding non-inclusionary zoning base district regulations.

Table 12-3: Historic Urban Non-Residential Inclusionary Zoning Sub-District Regulations[1]					
Zoning Sub-District	Minimum Lot Area Requirement	Affordable Housing Unit Threshold	Set Aside Requirement %	Area Medium Income (AMI) Rental Units (%)	Area Medium Income AMI Homeownership (%)
HU-B1A-IZ	1,000 sf/du	10	5	60	60
HU-B1-IZ	1,000 sf/du	10	5	60	60
HU-MU-IZ	1,000 sf/du Dwelling Above Ground Floor: 800 sf/du	10	5	60	60

TABLE 12-3 FOOTNOTE

[1]The terms for the Mandatory Inclusionary Zoning Sub-Districts in this section are outlined in Article 28.

Historic Urban Neighborhoods - Commercial

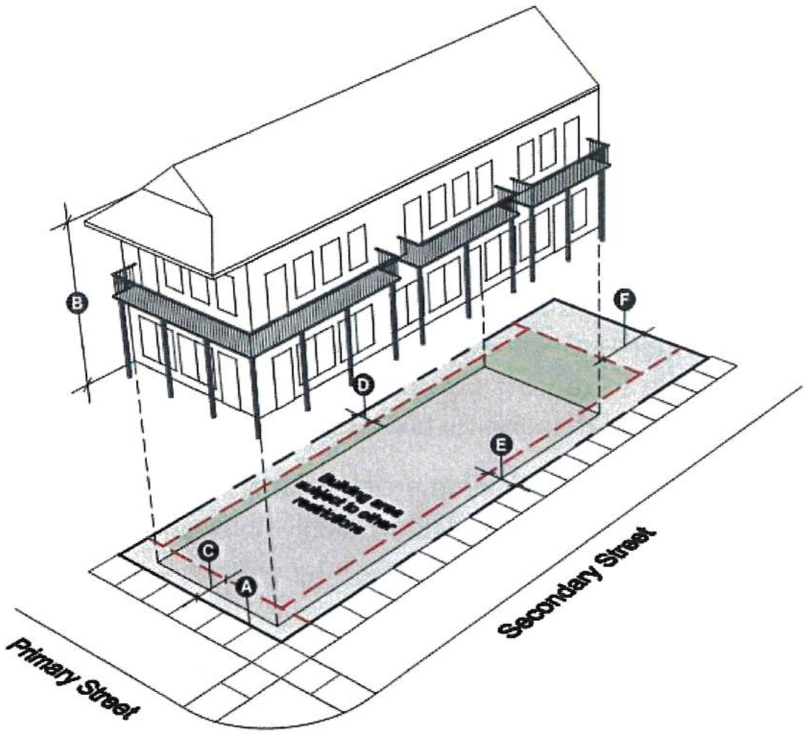

Illustration of site development standards

Range of potential building forms (not all development outcomes represented)

Photographs may be substituted at the discretion of the Executive Director of the City Planning Commission with the approval of the City Planning Commission.

(/nola/media/City-Planning/CZO/ARTICLE%2012/B-12-5-INSERT.jpg)

Adopted by Ord. 27,722 MCS, §5, April 11, 2018, Zoning Docket 113-17; Ord 28036, §1, March 28, 2019, ZD 112/18; Ord 28800 MCS, 10-21-21, ZD 56/21; Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21; Ord. 29126, 8-12-22, ZD016/22

12.3.B BUILDING DESIGN STANDARDS

1. The following standards shall apply to all sites, except single and two-family residential dwellings:

a. All buildings shall provide a clearly identifiable entry from the public sidewalk at the front (primary street) elevation.

b. Structures on a corner lot shall be built to the corner.

c. Where reuse of an existing gas station is proposed, parking is permitted in the front of the structure, subject to the landscape standards of Article 23.7 provided that a designated pedestrian access way between the sidewalk and main entrance is provided. This access way shall be separated from parking areas by a landscaped area no less than five (5) feet wide.

d. The ground floor of newly constructed commercial buildings shall contain a minimum transparency of fifty percent (50%) on the primary street and windows shall be constructed of transparent glass. Opaque, highly tinted, or reflective glass is prohibited. Transparency into the building shall be maintained. Any window signs shall consist of individual letters and numerals without the use of any background.

e. For new construction, ADA accessible ramps and lifts shall compliment the building and be visually unobtrusive, preferably through internalized ramps or sloped walkways.

f. The first floor of commercial buildings shall be designed with a minimum ceiling height of twelve (12) feet.

g. Security bars, if installed, shall be on the inside of windows. Roll-up or accordion security grilles are permitted on the ground floor when constructed of a see-through, non-solid material. The Casing shall be painted to match the building and shall not damage or obscure architectural detailing.

h. The following restrictions apply to building materials:

i. The following materials are prohibited as the predominant surface finish material on exterior elevations visible from the public right-of-way. However, such materials may be used as part of decorative or detail elements, or as part of the exterior construction, such as a foundation course, that is not used as a predominant surface finish material.

(1) Exterior insulating finish systems (EIFS, "Dryvit")

(2) Stuccato Board

(3) Vinyl

i. The siting and design requirements for buildings in the HU-MU District are illustrated in Figure 12-2: HU-MU District Illustrative and Site Diagram.

2. The following standards shall apply to all sites that meet the applicability thresholds of Section 4.5 Development Plan and Design Review:

a. Windows and doors shall have raised elements to create shadow and articulation. In addition, three-dimensional elements, such as balconies and bay windows, shall be incorporated to provide dimensional elements on a façade. Windows shall be set back into or projected out from the façade to provide façade depth and shadow and a consistent style.

b. Facades shall be designed to be viewed from multiple directions with consistent materials and treatments that wraps around all facades. There shall be a unifying architectural theme for an entire multi-family or townhouse development, utilizing a common vocabulary of architectural forms, elements, materials, and colors around the entire structure.

FIGURE 12-1: PARKING LOT LOCATION

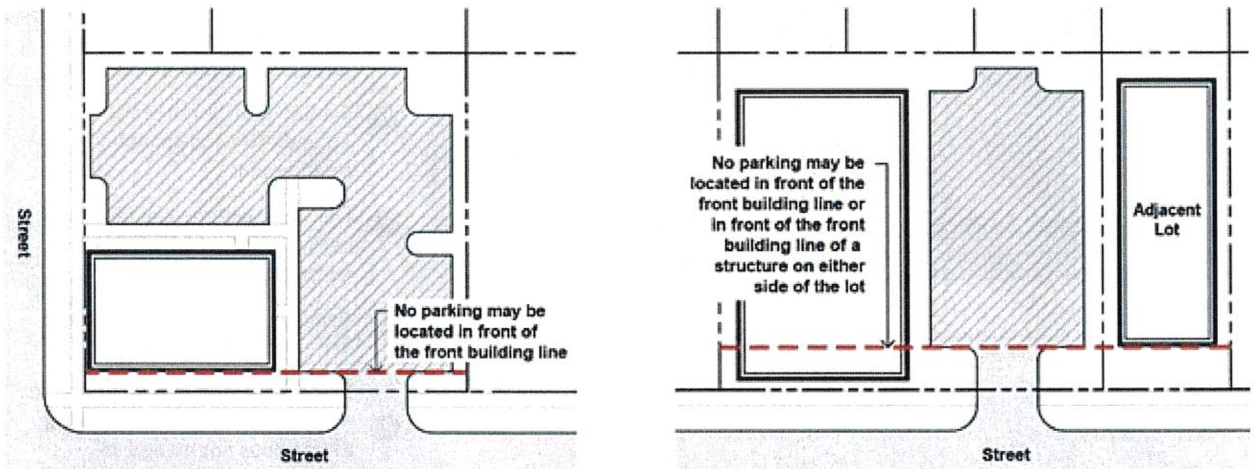

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FIGURE 12-2: HU-MU DISTRICT ILLUSTRATIVE AND SITE DIAGRAM

1. Separated building entry for retail users and residents
2. Maximum 5' setback
3. No side yard required for commercial and mixed use
4. 3' side yard required when residential abuts commercial property
5. Primary entrance for each business oriented to the street
6. Ground floor commercial exceeds 50% transparency requirement
7. First floor commercial minimum ceiling height of 12' (14' encouraged)
8. Awnings, canopies, or arcades are encouraged along the ground floor facades
9. Maximum single-family building height does not exceed 35'
10. Maximum mixed-use building height does not exceed 40' or three stories
11. Roof forms consistent with design of facades

See next page for parcel 1–4 details.

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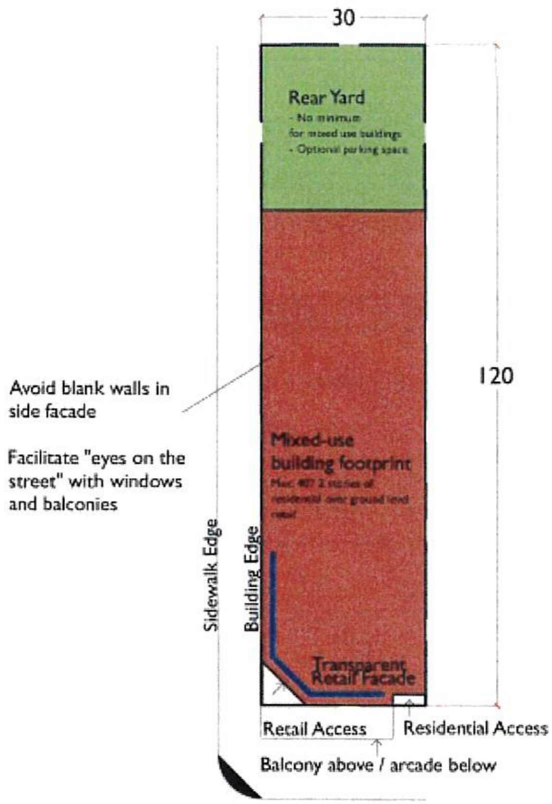
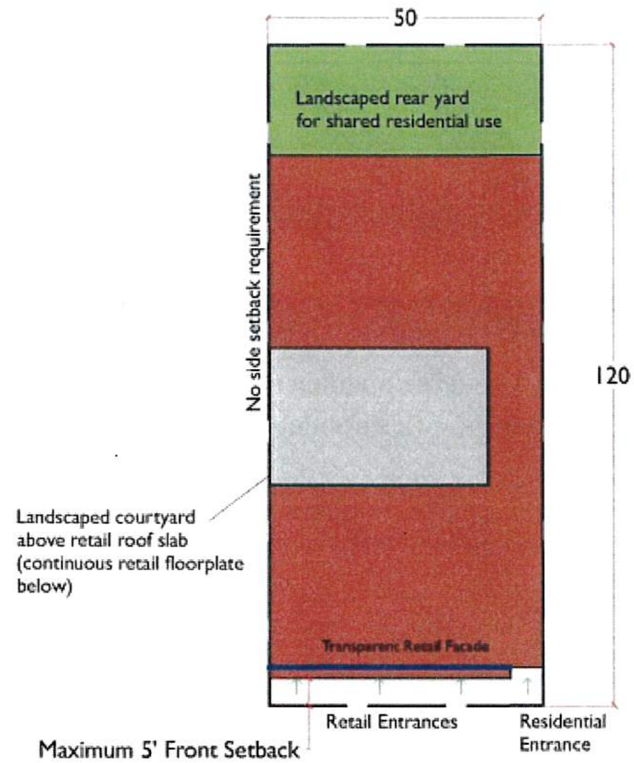
FIGURE 12-2: HU-MU DISTRICT ILLUSTRATIVE AND SITE DIAGRAM



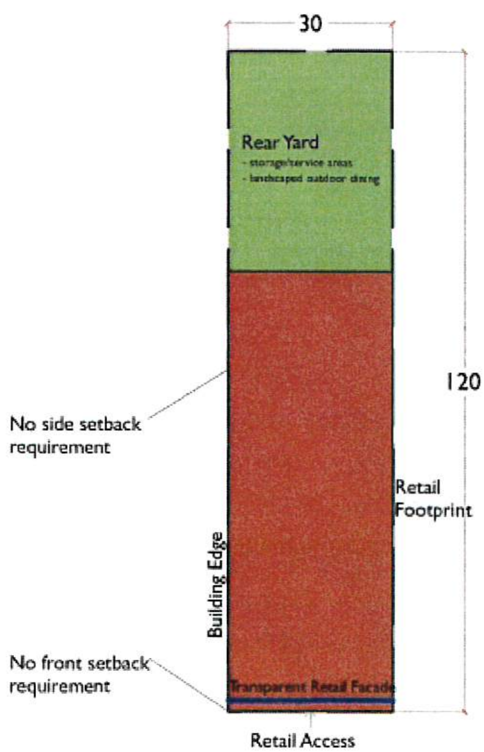
1. MIXED-USE RESIDENTIAL

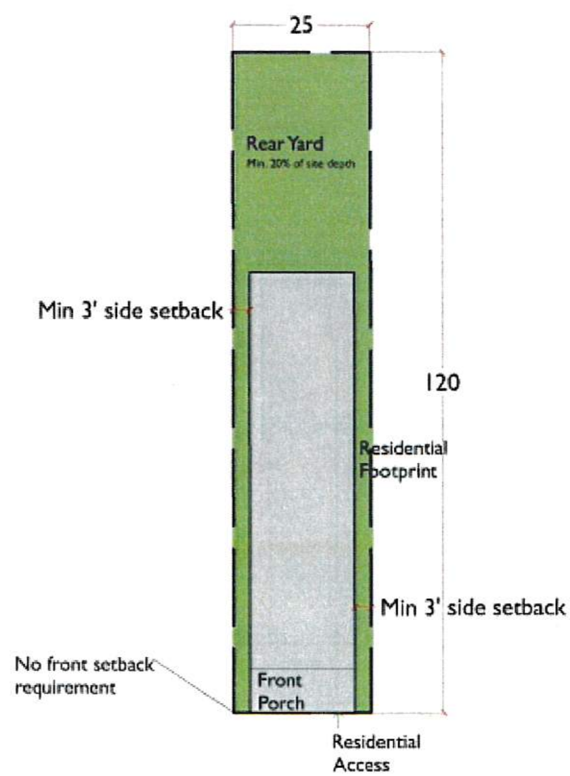
Stacked apartments/lofts over ground level retail

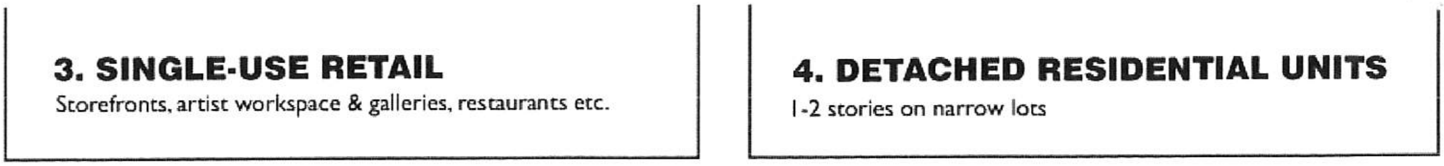


2. MIXED-USE RESIDENTIAL

Stacked apartments/lofts over ground level retail







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Adopted by Ord. 29126, 8-12-22, ZD016/22

12.3.B.3 TOWNHOUSE AND MULTI-FAMILY DWELLING DESIGN STANDARDS

See Section 11.3.B for building design standards for townhouse and multi-family dwellings in the Historic Urban Neighborhood Non-Residential Districts.

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

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18.20 MAGAZINE STREET USE RESTRICTION OVERLAY DISTRICT

18.20.A APPLICABILITY

The Magazine & Maple Street Use Restriction Overlay applies to the following sub-districts and areas of applicability:

1. All lots within the HU-B1 Historic Urban Neighborhood Business District on the squares with Magazine Street frontage from Race Street including the riverside downriver corner, to Philip Street, including the riverside, upriver corner; all lots within the HU-B1 District on squares with frontage on Sophie Wright Place from Magazine Street to Race Street.

2. All lots within the HU-B1 Historic Urban Neighborhood Business or HU-MU Historic Urban Mixed Use Districts on squares with Magazine Street frontage between Washington Avenue, including the downriver corners, and Henry Clay Avenue.

18.20.B USE RESTRICTIONS

18.20.B.1 CONDITIONAL USES

When allowed as a permitted use in the base zoning district, the following use requires conditional use approval in accordance with Section 4.3, subject to the use standards of Article 20.3.ZZ.

a. Restaurant, Standard

b. Alcohol beverage sales in an existing standard restaurant if not already permitted by a conditional use

c. Notwithstanding the definition of live entertainment, secondary use, as described in Section 26.6, any live performance in a standard restaurant shall be a conditional use.

18.20.B.2 PROHIBITED

The following uses are prohibited even when permitted or conditional in the base zoning district:

a. Ice Manufacturing and Vending Machine, Principal Use

b. Ice Manufacturing and Vending Machine, Accessory Use

Adopted by Ord. 30308, 4-29-25, Zoning Docket 093-24

2901 Magazine Conditional Use NPP Meeting Summary Report

Date of Report: April 7, 2026

Project Name: 2901 Magazine

Overview: This report provides results of the implementation of the Project Neighborhood Participation Program for the property located at 2901 Magazine. We are applying for a conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., in the HU-B1, Historic Urban Neighborhood Business District with the Magazine Street Use Restriction Overlay District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance. According to the use restriction overlay, "When allowed as a permitted use in the base zoning district, the following use requires conditional use approval in accordance with Section 4.3, subject to use standards of ARTICLE 20.3.ZZ. a. Restaurant, Standard, b. Alcohol beverage sales in an existing standard restaurant if not already permitted by a conditional use." According to Article 12, Section 12.2.A (table 12-1), the underlying zoning district, HU-B1 does permit a standard restaurant but because the property is in Magazine Street Use Overlay District, conditional use approval is required for the business to be a standard restaurant with alcohol sales. The business is currently operating as a specialty sushi restaurant. This report provides a summary of contacts with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. All required and additional material attached.

Contact: Laura Barth; 1000 S Norman C Francis Pkwy, New Orleans, LA 70125; 504-383-3748; laura@zachsmithconsulting.com

Neighborhood Meetings: The following date and location of the meeting where citizens were invited to discuss the applicant's proposal.

1) Monday, April 6th, 2026, at 5:30pm at 2901 Magazine, New Orleans, LA 70115. There were 3 people in attendance for the NPP along with Zach Smith Consulting representatives and the property owner.

Correspondence and Telephone Calls:

1) There was no email correspondence.
2) There was one text message correspondence. Please see attached. The person's full phone number has been redacted.

Results: There were 220 people/groups/addresses invited to the community meeting. Meeting minutes are attached.

1) Summary of questions, concerns, issues, and problems:
    a. That this was becoming or could become a bar.
2) How questions, concerns, issues, and problems will be addressed:
    a. We assured the attendees that this application was for a standard restaurant with the ability to serve alcohol and the Zoning Department reviews standard restaurant operations to ensure they are operating as a standard restaurant. A new business could also not come in and operate a bar.
3) How questions, concerns, issues, and problems will continue to be addressed:

a. In the NPP letter, we do include our office information for anyone to contact at any time if they were unable to attend the NPP meeting. We also gave out business cards with contact information in case any of their neighbors who could not attend had any questions or concerns come up. We also explained the next steps with the public meetings and let them know they can submit anything directly to City Planning and Council office.

2901 Magazine – NPP Meeting Minutes

5:30PM

RL – Introduction

NPP – required items

Online tools – PropertyViewer – zoning, CZO – zoning ordinances – bible for development in the city, This zone is HU-B1 – standard restaurant is actually permitted so that would mean anyone could open a standard restaurant here except on Magazine St there is an overlay – makes a standard restaurant w/ alcohol a conditional use.

Put restrictions on Magazine – didn't want people opening restaurants and just operating as bars. Now zoning does thorough reviews for restaurants to make sure their operation standards.

Having the ability to sell a drink with your meal makes a difference for the longevity. They would like the ability to be a standard restaurant and to serve alcohol with their meals. Closed Monday and Open Tuesday – Sunday. This is simply about them wanting to grow as a operation.

Neighbor - No problem serving alcohol but don't want it to become a bar. RL – it can not – it would have to be a standard restaurant. CU is only for a standard restaurant. If a new owner came in, they would have to go through the licensing. Next owners would not have to go through this if they are a restaurant.

Condition use means they could put a conditions on here – had to be closed Mon – Wednesday or if they are worried about service/operation they can put conditions. I don't think that would happen for this small operation

Next steps – we write our report for CPC – what were neighbors concerns. Were they supportive? CPC does their own report but they have not turned down a standard rest on Magazine. Then there is a public meeting at CPC and CPC makes a recommendation to City Council. Then City Council is another public meeting that ultimately has the say. If you did not like this you could reach out to CM Harris. This process is the flush the things out and makes sure the neighbors are happy.

Any other questions? No.

Meeting ended at 5:45pm

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: 4/6/26

Meeting Location: 2901 Magazine

Project Name/Address: 2901 Magazine - Cond Use

Name	Organization	Address	City/State/Zip	Phone Number	Email Address
Leon Reymond		1124 6th St.	NO, LA	504-813-1566	lireymond@gmail.com
Tranchin RE		2853 Magazine St	NO LA	504-975 4245	frontdesk@satsumamanagem[illegible]

ZACH SMITH CONSULTING & DESIGN Laura Barth <laura@zachsmithconsulting.com>

Text Message - 2901 Magazine St.

1 message

Kathleen Stadler <kathleen@zachsmithconsulting.com> Thu, Mar 26, 2026 at 8:19 AM
To: Laura Barth <laura@zachsmithconsulting.com>

Laura, I think this is for you.

(504)

To: (504) From: # Main Line (504) 383-3748

Voicemail

Hi, sorry we missed your call. You can text us and we'll get back to you as soon as possible. Thanks for reaching out to Zach Smith Consulting. Feel free to also email us at info@zachsmithconsulting.com

Reply STOP to unsubscribe.

Received the notification on 2901 Magazine St and was wondering if the liquor license is for Nanami or another new business in that complex. Thanks

Info Req...

Is this helpful?

--

Kathleen Stadler
Administrative Assistant | Zach Smith Consulting
O: (504)-383-3748
E: kathleen@zachsmithconsulting.com
W: zachsmithconsulting.com
1000 S Norman C Francis Pkwy

Text Message - Nanami Liquor License

1 message

Kathleen Stadler <kathleen@zachsmithconsulting.com> Mon, Mar 30, 2026 at 8:35 AM
To: Laura Barth <laura@zachsmithconsulting.com>

(504)

To: (504) From: Main Line (504) 383-3748

Info Req...

Is this helpful?

Mar 27, 2026

Good morning. This is Laura w/ Zach Smith Consulting. The application is for Nanami, the existing sushi restaurant. Please reach out with any other questions. I am not at the office today but you can email me at laura@zachsmithconsulting.com. I will be in the office on Monday.

L

I am pleased to approve any application they make for a liquor license so do I need to attend.

Info Req...

Is this helpful?

--

Kathleen Stadler
Administrative Assistant | Zach Smith Consulting
O: (504)-383-3748
E: kathleen@zachsmithconsulting.com
W: zachsmithconsulting.com
1000 S Norman C Francis Pkwy

Mar 30, 2026

Good morning, you are welcome to attend the NPP meeting. If you can not attend, I would be happy to email you the NPP minutes. You can also send an email of support for the application to laura@zachsmithconsulting.com. Thank you!

L

Follow-...

Is this helpful?

NPP Meeting Comment Card

Date: 4/6/26

Name/Address of Project: 2901 Magazine Street

Comment/Question: I think it sounds like a great idea and I would like them to be successful. Nearby neighbor but outside of immediate area.

Contact Information (optional): Louise Tranchin ltranchin@trinitynol.com

Name email

Address

NPP Meeting Comment Card

Date: 4/6/26

Name/Address of Project: 2901 Magazine St.

Comment/Question: I welcome a standard restaurant in the neighborhood.

Contact Information (optional): Leon Reymond ljreymond@gmail.com

Name email

1122-24 6th St.

Address

NPP Meeting Comment Card

Date: 4/6/26

Name/Address of Project: 2901 Magazine St

Comment/Question:

I think everything sounds fantastic and I fully support the endeavor.

Contact Information (optional): Evelyn

Name email

Address

UNITED STATES OF AMERICA

UNION JUSTICE AND CONFIDENCE

State of Louisiana

93-551 DE 27

Fox McKeithen
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
a copy of the Articles of Organization and Initial Report of

POU PROPERTIES, L.L.C.

Domiciled at New Orleans, Louisiana, Parish of Orleans,

A limited liability company organized under the provisions of R. S. Title 12, Chapter 22,

By Act executed on December 23, 1993, and acknowledged on December 23, 1993, the date when existence began,

Was filed and recorded in this office on December 23, 1993,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R. S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,
December 23, 1993

Fox McKeithen

PCR
Secretary of State

STATE OF LOUISIANA · UNION JUSTICE CONFIDENCE · SECRETARY OF STATE

RECEIPT FOR FILING
STEPHEN P. BRUNO
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

HOLD FOR ATTORNEYS
LEGAL LEGGS, INC.
THANK YOU!

93-55122
DE 27
FILED CUSTODIAN OF NOTARIAL RECORDS ORLEANS

Filed by:

Notary Public who passed act: Wm. Edelman

Instrument filed: Articles of Organization
POV Properties, LL.C.

Registered in	Recorded in the Mortgage Office
Conveyance Office	Instrument # 9063
Instrument #	Book ______, Folio ______
Book ______, Folio ______	New Orleans, Louisiana
New Orleans, Louisiana	Date: 12-27-93
Date:	Time: 2:56

ARTICLES OF ORGANIZATION
OF
POU PROPERTIES, L.L.C.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

The undersigned, acting pursuant to the Limited Liability Company Law of Louisiana (La. R.S. 22:1301-1369), adopt the following Articles of Organization on this 23rd day of December, 1993.

ARTICLE I

The name of this Limited Liability Company (hereinafter, the "L.L.C.") shall be:

POU PROPERTIES, L.L.C.

ARTICLE II

The purpose of the L.L.C. is to engage in any lawful activity for which limited liability companies may be formed under the Limited Liability Company Law of Louisiana.

ARTICLE III

This L.L.C. shall be managed by a Managing Member or Managing Members, in accordance with the terms of the Operating Agreement for this L.L.C.

ARTICLE IV

The Operating Agreement for this L.L.C. contains restrictions on the authority of its members and managers.

ARTICLE V

The Operating Agreement contains certain restrictions on the ability of the members to transfer their interests to another person or entity.

VI.

Any certification in writing, signed by the Managing Member and by the Secretary of the Company, shall be deemed true and correct and may be relied upon by all persons conducting business with the L.L.C.

VII.

This L.L.C. shall remain in existence until December 31, 2093, at which date it shall dissolve, unless sooner terminated under the terms of the Operating Agreement.

WITNESSES:

FREDERICK ANTONIO POU,
Organizer

JEANETTE RULI POU, Organizer

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the State and County aforesaid, personally came and appeared Frederick Antonio Pou and Jeanette Ruli Pou, who declared and acknowledged to me, Notary, and the undersigned witnesses that each appearer signed and executed the above and foregoing instrument as an Organizer, for the objects, purposes and considerations therein expressed, as the free will, act and deed of said appearer.

IN TESTIMONY WHEREOF, the said appearer has affixed appearer's signature in the presence of the undersigned witnesses and me, Notary, on this 23rd day of December, 1993.

WITNESSES:

____

____

Frederick Antonio Pou
FREDERICK ANTONIO POU

Jeanette Ruli Pou
JEANETTE RULI POU

____
NOTARY PUBLIC

LIMITED LIABILITY COMPANY INITIAL REPORT
(R.S. 12:1305(E))

1. The name of this limited liability company is:

POU PROPERTIES, L.L.C.

2. The location and municipal address, not a post office box only, of this limited liability company's registered office is:

800 Common Street, Suite 1000
New Orleans, Louisiana 70112

3. The full name and municipal address, not a post office box only, of this limited liability company's registered agent(s) is/are:

Michael P. Pou
800 Common Street, Suite 1000
New Orleans, Louisiana 70112

4. The names and municipal addresses, not a post office box only, of the first members are:

Frederick Antonio Pou
Jeanette Ruli Pou
59 Fontainbleau Drive
New Orleans, Louisiana 70125

Frederick Antonio Pou
FREDERICK ANTONIO POU, Organizer

Jeanette Ruli Pou
JEANETTE RULI POU, Organizer

Date: December 23, 1993

AGENT'S AFFIDAVIT OF ACCEPTANCE
POU PROPERTIES, L.L.C.

I hereby acknowledge and accept the appointment of registered agent for service of process for the above-named limited liability company.

Michael P Pou
MICHAEL P. POU

Sworn to and subscribed before me
this 23rd day of December, 1993.

NOTARY PUBLIC

OPERATING AGREEMENT
OF
POU PROPERTIES, L.L.C.

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, on this 24th day of December, 1993 (but effective at 12:02 a.m. on January 1, 1994) came and appeared the undersigned members of Pou Properties, L.L.C. who stated and declared that:

This Operating Agreement Of Pou Properties, L.L.C. (hereinafter referred to as the "Company") is made and entered into by and among LINDA JANE POU PAPPALARDO, JEANETTE ANN POU, ROBERT STEPHEN POU, ANNA MARIA POU, MARGARET ANN POU PERINO, GEORGE GERARD POU, MICHAEL PAUL POU and MARY KATHERINE POU.

W I T N E S S E T H:

ARTICLE I

Background and Definitions

Section 1.01. As used herein, the following terms shall have the following meanings:

(a) "Agreement" shall mean this Operating Agreement and any amendments thereof;

(b) "Indebtedness" shall mean all financial obligations of the Company incurred in connection with the operation of the Company business and all costs and expenses of complying with and performing all obligations to be done and performed pursuant to the Agreement;

(c) "Managing Member" shall mean Michael Paul Pou or any successor Managing Member elected pursuant to the terms of the Agreement;

(d) "Members" shall refer to all of the undersigned individuals, and any additional Members who may from time to time be admitted to the Company. Reference to a "Member" shall be to any one of the Members;

(e) "Company" shall mean the Limited Liability Company (Pou Properties, L.L.C.) subject to this Agreement; and,

(f) "Company Percentage Interest" shall mean, with respect to each Member, an interest expressed as a percentage, to any and all benefits which such Member may have from time to time pursuant to this Agreement as of the date of this Agreement, all as set forth in Section 4.04 of this Agreement.

ARTICLE II

Name and Term

Section 2.01. The Members have formed a Limited Liability Company (hereinafter referred to as the "Company") under the laws of the State of Louisiana (and, in particular, Chapter 22 of Title 12 of the Louisiana Revised Statutes for the purpose and scope set forth herein below and hereby acknowledge that the Company will be operated under the name "Pou Properties, L.L.C.". The principal office of the Company shall be 800 Common Street, Suite 1000, New Orleans, Louisiana 70112, or such other address as may be designated by the Managing Member from time to time.

Section 2.02. The Company shall promptly execute, file, and record with the proper offices certified copies of the Articles of Organization and Initial Report and any certificates in compliance with applicable law. The Members agree to execute and deliver in a timely manner for filing, any and all amendments to the Agreement that may be necessitated from time to time pursuant to the requirements of Louisiana law.

Section 2.03. The Company shall be effective as of the date hereof and shall terminate December 31, 2068, unless sooner terminated as herein provided.

ARTICLE III

Purpose

Section 3.01. The primary purposes for which the Company is organized are as follows:

(a) To acquire and hold for investment purposes improved or unimproved real estate and to lease all or any portion thereof to third parties;

(b) To acquire and hold for investment purposes stocks, bonds, certificates of deposit and other securities and to open, maintain, and close bank and security or brokerage accounts;

(c) To enter into contracts, borrow money, execute acts of sale, acts of mortgage, promissory notes, and to engage in such other activities as are incident to the purposes described in Sections 3.01(a) and (b).

Section 3.02. No Member shall be obligated to devote his time exclusively to the Company and may engage directly or indirectly, without the consent of the other Members, in any other business ventures of any nature or description, independently or with others, including, without limitation, businesses of a nature which may be competitive with or the same as or similar to the business of the Company, regardless of geographic location of such business, and without any duty or obligation to account to the other Members or the Company in connection therewith; neither the Company nor the other Members shall have any right in and to such independent ventures or the income or profits derived therefrom.

ARTICLE IV

Capital Contributions

Section 4.01. A capital account shall be maintained for each Member. The Members shall each contribute to the Company such amounts as they shall agree upon. Without creating rights, remedies or claims in favor or enforceable by any third party, each of the Members shall, and hereby agrees to, from time to time, contribute to the Company, in cash, in the proportion of their respective Company Percentage Interest, within seven (7) business days from the receipt of a written request therefor made by the Managing Member, all monies necessary to enable the Company to satisfy any loan or routine operating expense incurred by the Company in the normal course of its business. A tort, damage or injury claim is not to be considered a loan or routine operating expense.

Section 4.02. Each capital account shall consist of the Member's original contribution to the capital, increased by additional capital contributions which may be required or voluntarily made from time to time and the Company's Percentage Interest of income and gain (if any) allocated to such Member pursuant to Section 1.01(f); and decreased by withdrawals, distributions, and reduction of the Company capital and such Company's Percentage Interest of deductions and losses (if any) allocated to such Member pursuant to Section 4.04. No interest shall be paid to any Member in respect of either his capital account or any contributions made by him to the Company.

Section 4.03. Notwithstanding anything in this Agreement to the contrary, no Member is entitled to a return of any cash or property that he has contributed to the capital of the Company, but shall look solely to distributions from the Company. No unrepaid capital contribution shall be deemed or considered to be liabilities of the Company or of any Member. No Member shall be required to contribute any cash or property to the Company to enable the Company to return any Member's capital contribution, however, upon dissolution of the Company, each Member agrees to restore to zero any negative balance contained in his capital account.

Section 4.04. The Company Percentage Interest of the Members in the Company are as follow:

	Name	Percentage
a.	Linda Jane Pou Pappalardo	12.5%
b.	Jeanette Ann Pou	12.5%
c.	Robert Stephen Pou	12.5%
d.	Anna Maria Pou	12.5%
e.	Margaret Ann Pou Perino	12.5%
f.	George Gerard Pou	12.5%
g.	Michael Paul Pou	12.5%
h.	Mary Katherine Pou	12.5%
	TOTAL	100%

ARTICLE V

Management Authority

Section 5.01. Each Member shall have the voting privileges as provided in Section 5.07 of this Agreement.

Section 5.02. The Members have designated as Managing Member upon execution of this agreement, Michael Paul Pou and have designated as Secretary, Robert Stephen Pou. If Michael Paul Pou cannot or refuses to serve as Managing Member, then the Managing Member shall be elected by a majority in interest of the Members. Any change in the Managing Member, except as hereinabove stated in this Section 5.02, may only be changed by unanimous vote of the Members. The Managing Member shall be responsible for day-to-day management of the Company and shall conduct the business of the Company in a good and businesslike manner consistent with the provisions of this Agreement. The Managing Member shall devote such time, attention and business capacity to the affairs of the Company as may be reasonably necessary, it being understood that the Managing Member has other duties and interests in other businesses. The Managing Member shall have the power without the joinder of other Members to execute any and all documents, contracts, agreements, including, but not limited to, notes, acts of mortgage, acts of pledge, acts of sale, security agreements, leases, and such other documents as may be necessary or expedient to carry out the purposes of the Company, except as provided in Section 5.07. Although actions by the Company are governed by specific authority set forth in Section 5.07 hereof, any document or instrument, when executed by the Managing Member, and any one other Member, shall be conclusive evidence as to third parties that the authority to execute such document or instrument has been authorized in accordance with the Agreement.

Section 5.03. Each Member agrees to take whatever affirmative action is necessary to implement any Company act which is approved pursuant to Section 5.07.

Section 5.04. It is expressly agreed that in the event any Member (or the Succession or Estate of such Member) hereof becomes involved in any legal proceedings in which this Company is required to provide books, records or accounting, such Member shall indemnify and hold the Company harmless from and against any and all costs and expense (including legal and accounting fees), incurred by the Company in connection with any such legal proceeding.

Section 5.05. The Members shall be entitled to current reimbursement out of Company funds for all costs and expenses incurred by the Members to third parties while acting on behalf of the Company.

Section 5.06. The Members, by the execution of the Agreement, for themselves and their legal representatives, successors and assigns, do hereby irrevocably constitute and appoint the Managing Member as their true and lawful attorney, in their name, place and stead, to make, execute, consent to, swear to, acknowledge, deliver, record and file:

(a) An assumed name certificate and any amendment thereto as required at any time and from time to time pursuant to the laws of the State of Louisiana;

(b) Any and all amendments or modifications to the Agreement which are otherwise agreed upon and approved by the Members;

(c) All instruments which may be required to effectuate the dissolution and termination of the Company pursuant to the provisions of the Agreement. It is expressly understood and agreed by all Members and their respective legal representatives, successors, and assigns that the power of attorney granted herein:

(i) Is coupled with an interest by reason of the fact, among others, that the Members will be relying on the power of the Managing Member to act as contemplated by the Agreement;

(ii) Is irrevocable;

(iii) Shall survive the legal incompetency, disability, bankruptcy, or withdrawal of any Member or the assignment of all or any part of any Member's interest in the Company.

Section 5.07. Each Member shall have the number of votes equal to his or her percentage interest in the Company. A vote of two-thirds (2/3) in interest of the Members shall control any action required to authorize or constitute the following Company action:

(a) To confess a judgment against the Company or any Member;

(b) To submit a Company claim or liability to arbitration;

(c) To make, execute, endorse, accept or deliver for or on behalf of the Company any note, bond, mortgage, guaranty, indemnity bond, surety bond or accommodation paper, or accommodation endorsement;

(d) To sell, assign, transfer, convey or otherwise dispose of (other than by lease, in the ordinary course of the Company's business) or agree to sell, assign, transfer, convey or otherwise dispose of (other than by lease, in the ordinary course of the Company's business) all or substantially all of the Company's assets in any one transaction, including any action described in this Section 5.07);

(e) To utilize the Company's assets in any way for the furtherance of a Member's personal business activities unrelated to the Company business;

(f) To admit, substitute or add Members to the Company;

(g) To sell, assign, or grant a security interest in, pledge, mortgage or otherwise dispose of or encumber his interest (or any part thereof) in the Company or its net profits.

(h) To conclude matters with the Internal Revenue Service pursuant to Article VI, Section 6.07 hereof.

Notwithstanding any provision of this Agreement to the contrary, the provisions of this Section 5.07 shall control over any other contrary provision.

Section 5.08. All of the Members and the new Members, by execution of this Agreement for themselves and their legal representatives, successors and assigns, do hereby irrevocably constitute and appoint the Managing Member as their true and lawful attorney, in their name, place and stead, to make, execute, consent to, swear to, acknowledge, deliver, record and file all such instruments, agreements, certificates and documents as provided in Section 5.06 of this Agreement.

ARTICLE VI

Tax Status, Allocations, and Reports

Section 6.01. For income tax purposes, all Company items constituting, for federal income tax purposes, income, gain, loss, deduction and credit for each taxable year shall be allocated among all the Members in proportion of their respective Company Percentage Interests.

Section 6.02. At the request of any Member, the Company shall file an election under Section 754 of the United States Internal Revenue Code of 1954, as amended. The Managing Member shall prepare or cause to be prepared all tax returns and statements, if any, which must be filed on behalf of the Company with any taxing authority and deliver to each Member a copy of each such return or statement upon request and a form 1065 K-1, at least ten (10) days before such return or statement is filed. The Members understand that for federal income tax purposes, the adjusted basis of any asset contributed to the Company by any Member is the adjusted basis of the asset in the hands of the contributing Member immediately before its contribution to the Company. It is therefore agreed that the allocation of gain or loss for federal income tax purposes on the sale of any asset contributed to the Company by a Member shall be allocated, first, to such Member in an amount equal to the difference between that Member's adjusted basis in the contributed asset immediately before its contribution to the Company and the contributed asset's fair market value at the date of its contribution to the Company; and, thereafter, to all the Members in accordance with their Company Percentage Interests as set forth above.

Section 6.03. From time to time, the Managing Member shall determine reasonable capital requirements of the Company to service the Indebtedness and obligations of the Company. The term "Distributable Funds" shall mean the amount by which the total of the cash owned by the Company from time to time is in excess of the reasonable working capital requirements of the Company. Semi-annually (or more frequently in the judgment of the Managing Member) for which it has been determined pursuant to this Section 6.03 hereof that Distributable Funds exist, such Distributable Funds, after meeting the requirements of Section 6.01, shall be remitted to the Members in accordance with their respective Company percentage interests; provided, however, that the Members, by unanimous vote, shall have the power to vary the manner in which Distributable Funds are remitted among the Members.

Section 6.04. The fiscal and taxable year of the Company shall begin on January 1 and end on December 31 of each year. The books of account of the Company shall be kept and maintained at all times at the place or places approved by the Members. The books of account shall reflect all Company transactions and show all items of income, gain, loss, deduction and tax credits. Each Member shall have the right at all reasonable times during usual business hours to audit, examine, and make copies of or extracts from the books of account of the Company. Such right may be exercised through any agent or employee of such Member designated by it or him or by a certified public accountant designated by such Member. Each Member shall bear all expenses incurred in any examination made for such Member's account. Each Member has an obligation to protect the confidentiality of all Company books and records. No person other than a Member (or his duly authorized representative) and the Company's independent Certified Public Accountants shall have any right to inspect the books and records of the Company for any purpose whatsoever. Each person that inspects the books and records of the Company shall maintain the confidentiality of the information received pursuant to or in connection with such inspection.

Section 6.05. All funds of the Company shall be deposited in the Company's name in an account or accounts maintained in a national or state bank or savings and loan association designated by the Managing Member. The funds of the Company shall not be co-mingled with the funds of any other person. Checks shall be drawn upon the Company account or accounts only for the purpose of the Company and shall be signed by the Managing Member or such other signatory party or parties as may be designated by the Managing Member. Company funds that, from time to time, are not required for the operation of the business of the Company may be deposited in interest bearing money market fund accounts or be used to purchase commercial papers, treasury bills, certificates of deposit, or other short term instruments as the Managing Member deems necessary, appropriate or advisable.

Section 6.06. The Managing Member is hereby designated as "tax matters partner" (said reference being applicable only for federal income tax purposes) of the Company as provided in the regulations pursuant to Section 6231 of the Internal Revenue Code of 1954, as amended. Each Member by the execution of the Agreement, consents to such designation and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices, such documents as may be necessary from time to time to evidence such consent.

Section 6.07. The "tax matters partner" when authorized by a vote of two-thirds (2/3) in interest of the Members shall be empowered:

(a) To enter into any settlement agreement with the Internal Revenue Service with respect to any tax audit or judicial review, in which agreement the tax matters Member may expressly state that such agreement shall bind all Members except any Member who (within the time prescribed pursuant to the Internal Revenue code and regulations thereunder) files a statement with the Internal Revenue Service providing that the tax matters partner shall not have the authority to enter into a settlement agreement on behalf of such Member;

(b) To seek judicial review of any final adjustment, in the event that a notice of final administrative adjustment at the Company level of any item required to be taken into account by a Member for tax purposes is mailed to the tax matters partner;

(c) To intervene in any action brought by any other Member for a judicial review of a final adjustment;

(d) To enter into any agreement with the Internal Revenue Service to extend the period for assessing any tax which is attributable to any item required to be taken into account by a Member for tax purposes, or an item affected by such item;

(e) Take any other action on behalf of the Members or the Company in connection with any administrative or tax proceeding to the extent permitted by applicable law or regulations;

(f) To provide written notice to each Member of any action taken or notice received by the tax matters partner.

Section 6.08. Any deficit in a Member's capital account:

(a) Shall be considered and constitute a loan from the Company to the Member to the extent the deficit results from a disproportionate allocation or distribution of cash flow to the Member;

(b) This loan shall be repaid to the Company within ten (10) years following the close of the year in which it occurs;

(c) The loan shall bear interest at the applicable federal rate for obligations of comparable duration; and

(d) The Member shall execute a promissory note in order to evidence the foregoing obligation and terms of repayment.

ARTICLE VII

Termination and Dissolution

Section 7.01. The Company shall be dissolved and its affairs wound up upon the earliest to occur of any of the following events:

a. The occurrence of any event set forth in writing in the Articles of Organization or this Operating Agreement;

b. The consent of all Members in accordance with R.S. 12:1318;

c. Ninety (90) days after the death, interdiction, expulsion, bankruptcy or dissolution of a Member or the occurrence of any event which terminates the continued membership of a Member in the Company, unless, by unanimous written consent of all remaining Members within the ninety (90) day period, the Company's existence is continued;

d. The withdrawal of a Member; or

e. The entry of a decree of judicial dissolution pursuant to R.S. 12:1335.

Section 7.02. Upon dissolution of the Company, the Managing Member shall proceed with dispatch and without delay to wind up the affairs of the Company and to sell, assign, or otherwise liquidate and dispose of the assets of the Company. Outstanding debts shall be paid or provided for and the Managing Member shall have the right, in its discretion, to establish reserves for contingent liabilities or contested matters. All outstanding balances in Members' capital accounts shall be settled by paying to or collecting from each Member, as the case may be, the amount reflected in each such account (together with all accrued but unpaid interest on any outstanding deficit capital accounts). The remaining funds or assets in the hands of the Managing Member shall then be distributed among the Members in accordance with the Company Percentage Interest of each Member. In making distributions to and among Members, cash, unrealized receivables and inventory items as defined in Section 751 of the Internal Revenue Code shall be distributed in full before any other Company asset shall be distributed. In lieu of a sale or other disposition of Company assets, the Members may agree to a distribution of assets in kind. If the value of the asset distribution to any Member exceeds his interest in Company properties then he shall pay to the Company, in cash, the amount representing such excess. In any event, before any of the partnership assets are offered for sale the Managing Member shall, for a period of not less than thirty (30) days, offer all such assets to the Members either for sale or for distribution to them in kind. The value of Company assets and the value of the Company interests shall be determined by mutual agreement between the distributee or purchasing Member and all of the other Members. In the event they do not mutually agree then the values shall be determined in the same manner as set forth in Section 8.04 hereof.

ARTICLE VIII

Buy-Sell Events

Section 8.01. Any Member who: (a) dies; (b) is interdicted; (c) is expelled; (d) files a petition for relief or discharge in bankruptcy; (e) is legally dissolved; (f) is divorced; or (g) whose spouse predeceases such Member and who does not within sixty (60) days after the death of such spouse or the entry of a divorce decree by the trial court having jurisdiction thereof, respectively, obtain title to the community interest (if any) of his spouse in this Company (or, in the case of the death of a spouse, such interest does not pass to parties who are directly related to a Member), shall be deemed a "Withdrawing Member", and a "Buy-Sell" Event shall be deemed to have occurred. A transfer to a surviving spouse or a transfer through which a surviving spouse receives a usufruct for life or an income interest in trust for life shall not trigger or constitute a Buy-Sell Event.

Section 8.02. Except as otherwise provided for herein, upon the occurrence of any event ("Buy-Sell Event") described in Section 8.01 hereof, the Members ("Non-Withdrawing Members") who are not a Withdrawing Member, as their sole remedy, may, at their option, elect to institute the "Buy-Sell Procedures" set forth in this Article VIII.

Section 8.03. The provisions set forth in this Section 8.03 shall be referred to herein as the "Buy-Sell Procedures". If the Non-Withdrawing Members elect to proceed under this Section 8.03, such Members shall give written notice thereof to the Withdrawing Member within thirty (30) days after the occurrence of the Buy-Sell Event, and the Non-Withdrawing Members (in accordance with ratios of their Company Percentage Interests) then may purchase the interest in the Company of the Withdrawing Member pursuant to the price and terms set forth in Section 8.04.

Section 8.04.

(a) If the Non-Withdrawing Members elect to proceed under Section 8.03 to purchase the interest of the

Withdrawing Member in and to the Company, they shall give the Withdrawing Member written notice thereof within thirty (30) days after the occurrence of the Buy-Sell Event. The purchase price shall be a sum equal to (i) the "Appraised Value" (as hereinafter defined) of all Company real property and the improvements thereon plus (ii) the "Market Value" of all stocks, bonds and securities plus (iii) the "Book Value" (as hereinafter defined) of all other Company assets less (iv) the sum of all liabilities of the Company; all determined under the accrual basis of accounting.

(b) The "Appraisal Value" shall apply solely to the Company's real estate and the improvements situated thereon and shall be determined in the manner hereinafter provided. The notice set forth in this Section 8.04 shall also contain a designation of the first appraiser ("First Appraiser"). The "Book Value" of all other Company assets other than property which is subject to the determination of Appraised or Market Value, shall mean the value of such property upon the books and records of the Company as determined by the application of the accrual method of accounting and generally accepted accounting principals, applied on a consistent basis, as set forth in the opinions of the Accounting Principals Board of the American Institute of Certified Public Accountants and/or in statements of the financial accounting standards board which are applicable in the circumstances as of the date in question. Appraised Value shall be determined as of the same date as Book Value. Market Value shall be closing price of any stock, bond or other security determined as of the date of the Buy-Sell Event from publicly listed reports of transactions in such stock, bond or other security.

(c) Within fifteen (15) days after the service of the notice referred to in this Section 8.04 hereof, the Withdrawing Member shall give written notice to the Non-Withdrawing Members designating the second appraiser ("Second Appraiser"). If the Second Appraiser is not so designated within or by the time above specified, then the appointment of the Second Appraiser shall be made in the same manner as is hereinafter provided for the appointment of a Third Appraiser in a case where the First and Second Appraisers and the parties themselves are unable to agree upon the Third Appraiser.

The First and Second Appraisers so designated or appointed shall meet within ten (10) days after the Second Appraiser is appointed and if, within thirty (30) days after the Second Appraiser is appointed, the First and Second Appraiser do not agree upon Appraised Value, they shall themselves appoint a Third Appraiser who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within ten (10) days after the time aforesaid, the Third Appraiser shall be selected by the Members themselves (being those Members involved in this particular transaction), if they can agree thereon within a further period of fifteen (15) days.

If the Members do not so agree, then any Member on behalf of the other Members, may request such appointment by the Chief Judge of the U.S. District Court for the Eastern District of Louisiana, New Orleans Division. In the event of the failure, refusal, or inability of any Appraiser to act, a new the prospective acquirer, the purchase price and the terms of payment.

The Other Members (in the proportions that their Company Percentage Interests are to each other) shall have an optional preferential right (to be exercised by notice to the First Member given no later than thirty (30) days after the Other Members' receipt of the Disposition Notice) to acquire, for the same purchase price and on the same terms of payment as are set forth in the Disposition Notice, the interest in the Company that the First Member proposes to dispose of.

If the Other Members do not elect to exercise the optional right set forth in the immediately preceding sentence within the time period set forth therein, the First Member shall be obligated either (1) to dispose of his interest in the Company to the prospective acquirer named, and for the purchase price and on the terms of payment set forth, in the Disposition Notice, the closing of which shall occur within fifteen (15) days following the expiration of the thirty (30) day period following Other Members' receipt of the Disposition Notice, or (2) (if the First Member either elects not to dispose of his interest in the Company or fails to consummate such disposition in accordance with clause (2) of this sentence) to give the Other Members the opportunity again to exercise the option set forth in the immediately preceding sentence prior to disposing of such interest. The intent of the Members is that the First Member shall not at any time, be entitled to dispose of his interest in the Company to any person or entity unless he has given the Other Members the opportunity to exercise the option set forth in the immediately preceding sentence with respect to the disposition in question).

(b) If the Other Members exercise the preferential right set forth in Section 9.03(a), the closing of the acquisition by the Other Members of the First Member's interest in the Company shall be held at a mutually acceptable place on a date mutually acceptable to the First Member and the Other Members, but in no event more than sixty (60) days after receipt by the First Member of notice of the Other Members' election to acquire the First member's interest in the Company. At such closing, the selling Member shall convey and assign to the purchasing Members the interest in the Company so sold, free and clear of all liens, claims, and encumbrances. At the request of the purchasing Members, in order to properly set forth the record title to the assets of the Company, the first member shall convey and transfer to the purchasing Members with covenants of special warranty, an undivided percentage interest in the assets of the Company and execute all other documents that may be necessary to effectuate the purposes of this Agreement, and the purchasing Member shall pay the purchase price. The purchasing Members shall assume the obligations of the selling Member under this Agreement and under the Company.

(c) Contemporaneously with (not as a condition precedent to) the disposition of an interest in the Company to a person or entity other than a Member, the person or entity to whom such interest is disposed shall join in and execute with the then Members a written amendment to this Agreement pursuant to which such person or entity agrees to be bound by all of the terms and provisions of this Agreement and further agrees to perform and discharge the obligations and liabilities that are attributable to the interest acquired by such person or entity and that accrue after the date of its acquisition. Upon the execution of the aforesaid amendment, the Member that is disposing of such interest shall be released from any and all losses, costs (including, without limitation, attorneys' fees and the costs of litigation), expenses, liabilities, and obligations that are attributable to the interest disposed of and accrue after the date of its disposition.

(d) A third person acquiring the interest of a Member in the Company hereunder shall be entitled to participate in the profits of the Company and receive his share of any distributions made by the Company. However, such third person shall not be considered a member and shall not exercise the rights and powers of a Member unless the remaining, non-selling Members unanimously approve the transfer of the membership interest to the third person and his or her admission as a Member of the Company.

Section 9.04. It is expressly agreed that the remedy at law for breach of any of the obligations set forth in Articles VIII and IX may be inadequate in view of (1) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply fully with each of said obligations, and (2) the uniqueness of the Company business and the Company relationship. Accordingly, each of the aforesaid obligations set forth in Articles VIII and IX shall be, and is hereby expressly made, enforceable by specific performance.

Section 9.05. Additional persons may be admitted to the Company by the Members upon such terms and conditions as may be determined by two-thirds (2/3) in interest of the Members at the time of such admission. Contemporaneously with (but as a condition precedent to) the admission of a person to the Company, the person to be admitted shall join in and execute with the then Members a written amendment to this Agreement pursuant to which the person to be admitted agrees to be bound by all the terms and provisions of this Agreement. The person seeking to be admitted to the Company shall cause his or her spouse, if any, to join in such amendment.

ARTICLE X

Notices

Section 10.01. Any notice which shall or may be given hereunder shall be deemed to be effectively given upon mailing when sent by U.S. Certified Mail, return receipt requested, postage prepaid, to the address listed below. Each party shall have the right to change the address listed below by giving notice to the other party in the aforesaid manner.

Section 10.02. The notices to be given to the Members shall be addressed as follows:

Linda Jane Pou Pappalardo
830 Turquoise Street
New Orleans, Louisiana 70124

Margaret Ann Pou Perino
70 Piper Lane
Mandeville, Louisiana 70448

Jeanette Ann Pou
6950 Fleur de Lis Drive
New Orleans, Louisiana 70124

George Gerard Pou
3801 Ridgelake Avenue, #5
Metairie, Louisiana 70005

Robert Stephen Pou
3821 Prytania Street, #5
New Orleans, Louisiana 70115

Michael Paul Pou
2419 Joseph Street
New Orleans, Louisiana 70115

Anna Maria Pou
1707 Jamestown Place
Pittsburg, Pennsylvania 15235

Mary Katherine Pou
3821 Prytania Street, #4
New Orleans, Louisiana 70115

or to such other address as such Member may from time to time designate by giving written notice to all of the other Members.

ARTICLE XI

Miscellaneous

Section 11.01. This Agreement contains the entire agreement between the Members and supercedes all prior contracts or agreements, whether oral or written. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such Member.

Section 11.02 In the event that any sum is payable to any Member pursuant to this Agreement, any amounts owed by said Member to the Company shall be deducted from said sum before payment to said Member. Furthermore, in such event, the Company shall be released from any and all liability on any debts of said Member which are guaranteed by the Company before said sum is paid to said Member.

Section 11.03 This Agreement shall be subject to and governed by the laws of the State of Louisiana.

Section 11.04 The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 11.05 Whenever the context requires, the gender of all words used in this Agreement shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

Section 11.06. Each Member hereby agrees to protect, indemnify, and hold harmless the Company and the other Members from and against any and all losses, costs (including, without limitation, the costs of litigation and attorneys' fees), claims, causes of action, damages, and liabilities that are attributable to the breach by the indemnifying Member of any of the provisions of this Agreement.

Section 11.07. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and all such transactions.

Section 11.08. No consent or waiver, express or implied, by any Member to or of any breach or default by the other Member in the performance by the other Member of his obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other member of the same or any other obligations of such Member hereunder. Failure on the part of any Member to complain of any act or failure to act of the other Member or to declare the other Member in default, irrespective of how long such failure continues, shall not constitute a waiver of such Member of his rights hereunder.

Section 11.09. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 11.10. This Agreement shall be binding upon and shall inure to the benefit of the undersigned Members and their respective heirs, executors, administrators and assigns; however, this provision shall not be deemed to enlarge any of the rights to assignment of any interest in the Company except as specifically stated in this Agreement. The payment of all sums and the performance of all obligations set forth in this Agreement shall be in New Orleans, Orleans Parish, Louisiana.

Section 11.11. The parties hereto agree that this agreement shall be covered by the laws of the State of Louisiana, and the proper venue for any action arising hereunder shall be Orleans Parish, New Orleans, Louisiana.

Thus done and passed, on the date set forth above before me, the undersigned Notary, and the undersigned competent witnesses, in multiple counterparts, each of which shall have the force and effect of an original, effective as of 12:02 a.m. on January 1, 1994.

WITNESSES:

LINDA JANE POU PAPPALARDO

JEANETTE ANN POU

ROBERT STEPHEN POU

ANNA MARIA POU

WITNESSES:

	MARGARET ANN POU PERINO
	GEORGE GERARD POU
	MICHAEL PAUL POU
	MARY KATHERINE POU

NOTARY PUBLIC

WILLIAM W. EDELMAN
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

CITY OF NEW ORLEANS

RECEIPT

City of New Orleans
Safety and Permits
1340 Perdido St., Suite 800
New Orleans, LA 70112

Receipt Number:	26-14916
Associated Location:	2901 Magazine St
Payment Date:	4/20/2026
Payment Amount:	$1,160.00
Payment Method:	Check #0854
Payer Name:	Pou Properties
Payer Address:	1106 6Th St, New Orleans, LA 70115
Cashier Name:	Kia Wilson

Check provided by Zach Smtih Consulting & Design

TYPE	DESCRIPTION	REVENUE CODE	AMOUNT
Project 2901 Magazine St.	Conditional Use	100067011973	$1,160.00
(A 2.99% convenience is applied to online Credit Card Transactions.)		Total Amount	$1,160.00
	Total Amount Paid		**$1,160.00**

This is a receipt. This is NOT a permit.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided ○ **Date**	
Tracking Number	

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Olreans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ◉ Conditional Use/Planned Development

Address of Property for which this application is being filed. 2901 Magazine

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ◉ Agent

Applicant Name Zach Smith Consulting and Design

Applicant Address 1000 S Norman C Francis

City New Orleans State LA Zip 70125

Applicant Contact Number 5043833748 Email laura@zachsmithconsulting.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name POU PROPERTIES, LLC

Property Owner Address 2133 Octavia

City New Orleans State La Zip 70115

Property Owner Contact Number Email

SPECIFIC ZONING REQUEST

A conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., in the HU-B1, Historic Urban Neighborhood Busir with the Magazine Street Use Restriction Overlay District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance

PROPERTY LOCATION

Square Number(s) N/A Lot Number(s) A

Bounding Streets ~~Sixth~~ ~~Seventh~~ Camp

Zoning HU-B1 Municipal District 4

Tax Bill Number 411204519 Planning District 2

DESCRIPTION OF PROJECT (Attachments are acceptable)

A conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., i HU-B1, Historic Urban Neighborhood Business District with the Magazine Street Use Restriction Ove District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by	
Sign Provided O **Date**	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature Michael P. Pon Date 4. 9. 2026

Agent Signature ______________________ Date ______________

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 9th day of April, 2026

My Commission expires for life

FARREN L. DAVIS
NOTARY ID # 205053
BAR # 38714
PARISH OF JEFFERSON
MY COMMISSION IS ISSUED FOR LIFE

City Planning Commission Speaker Card 5

Date : 6/2/26

I would like to speak regarding CPC Docket : 060/26

IN SUPPORT 2901 Magazine

Name: Ron Loesel

Address: 1000 S. Norman C. Francis NOLA

● I am the applicant for this docket

○ I'd like to cede my time to: ____________________

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☒ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: [signature]