

City Planning Commission
Staff Report
Tuesday, November 11, 2025

Zoning Docket 061-25

Prepared by: Julia Nickle

Date: 11/12/25

Deadline for CPC action: 1/10/26

CC Deadline: 60 days from transmittal

City Council District: A - Giarusso

Applicant: Park Place Shopping Center, LLC

Request: Amendment to Ordinance No. 28,097 MCS (Zoning Docket 032/19) for a conditional use to permit the operation of a previously constructed drive-through facility

Property description: An undesignated portion of ground on Square 617, in the Second Municipal District, bounded by City Park Avenue, North Anthony Street, North Bernadotte Street, Saint Louis Street, and Toulouse Street

Municipal address(es): 512 City Park

Description

The subject property, located on City Park Ave in an HU-MU Historic Urban Neighborhood Mixed-Use District is currently developed with a currently vacant drive-through Burger King location. The site consists of one lot of record and has a combined area of approximately 27,672.54 square feet. Currently existing is a small strip mall hosting two fast food restaurants, a gym, and recruiting offices for various military branches. The applicant requests an amendment to the existing conditional use (ZD032-19) to permit the operation of an existing drive-through facility on the subject property that will total approximately 2,869.38 feet in floor area. Current site plans indicate a shared parking lot offering 37 off-street parking spaces. Encompassing the southwest of the subject square, the property will front City Park Ave, with egress and ingress to City Park Ave. No structural changes to the building are proposed.

Fig. 1 Current Site Conditions (View from N Anthony St.)



Source: GoogleMaps

Fig. 2 Current Site Conditions (View from N Bernadette St)



Source: GoogleMaps

The subject square is already developed with a currently vacant Burger King. The proposed fast-food restaurant, Drumbeat Southern Fried Chicken, requires a conditional use as the site is in an HU-MU Historic Urban Mixed Use District. Renovation work would be mostly exterior, updating signage and branding palette for the proposed vendor. Landscaping would be maintained.

Fig. 3 Proposed Site Conditions (View from N Bernadette St)



Source: provided by applicant

Reason for Commission Review

Per **Article 12, Section 12.2.A (Table 12-1: Permitted and Conditional Uses)**, a Drive-Through Facility is deemed a conditional use in the HU-MU Historic Urban Neighborhood Mixed-Use 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 (All Types) (Article 20, Section 20.3.ZZ)	
Requirement	Notes
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.	Standard shall be met through the inclusion of an operational proviso subject to approval by Department of Safety and Permits.
A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.	Standard shall be met through the inclusion of an operational proviso subject to approval by Department of Safety and Permits.
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.	Standard is met – no brewing, distilling, or winemaking facility on-site proposed.
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.	Standard is met – the proposed restaurant is a fast food restaurant, and therefore this does not apply.
Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.	Standard is met – no retail sale of packaged alcoholic beverages is proposed.
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.	Standard is met – no sale of alcoholic beverages proposed.

<p>a. Sunday thru Wednesday: from 6:00 am to 10:00 pm.</p> <p>b. Thursday thru Saturday: from 6:00 am to 12:00 am (midnight).</p> <p>c. Other hours may be approved through the conditional use process.</p>	
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Use Standards for Drive-Through Facility (Article 20, Section 20.3.V)	
Requirement	Notes
In the Historic Urban Neighborhoods, a drive-through use shall have a minimum of ten-thousand (10,000) square feet of lot area in order to have a drive-through facility. In all other districts, where drive-through facilities are allowed, the use shall have a minimum of twenty-thousand (20,000) square feet.	Standard is met – lot area is approximately 27,672.54 square feet, exceeding the minimum square footage required for drive-through facilities.
All drive-through lanes shall be located and designed to ensure that they do not adversely affect the safety and efficiency of traffic circulation on adjoining streets. Drive-through lanes on corner lots shall not route exiting traffic into adjacent residential neighborhoods.	Standard is met – proposed drive-through facility is located on a corner lot and routes to non-residential thoroughfare, City Park Ave.
<p>All stacking spaces for drive-through lanes shall be designed in accordance with Section 22.12:</p> <p>Drive through facilities shall comply with the use standards required in Article 20, Section 20.3.V. Every drive-through facility shall provide a minimum of three (3) vehicle stacking spaces per bay, unless otherwise required by Table 22-1 or this Ordinance. Vehicle stacking spaces provided for drive-through uses shall be:</p> <p>A. A minimum of nine (9) feet in width, as measured from the outermost point of any service window to the edge of the driveway, and eighteen (18) feet in length. (See Figure 22-12: Stacking Spaces)</p> <p>B. Placed in a single line behind each drive-through facility. A business may have more than one drive-through facility.</p> <p>C. Located so that, when in use, they do not obstruct ingress or egress to the site and do not obstruct access to required parking or loading spaces.</p> <p>D. Stacking spaces shall begin behind the vehicle parked at a last point of service, such as a window or car wash bay.</p> <p>E. No stacking spaces are permitted along the adjacent public rights-of-way.</p>	Standards are met – drive-through lane is single-file and at least 9' in width; no egress or ingress is obstructed, and the end of the drive-through is marked by a service window.
All drive-through facilities shall be properly screened. Drive aisles of drive-through facilities shall be effectively screened from view along the public right-of-way and at the edges of sites adjacent to residential properties in order to minimize the impact of exterior site lighting, headlight glare and any menu intercom displays. Such	Standard is met – screening in the form of a 6'-7' solid wooden fence exists to the Louis St side of the property, and landscaping obscures the rear of the building (and beginning of drive-through) on the N Anthony St side of the property.

screening shall consist of a masonry wall, solid fence, or dense evergreen hedge at least six (6) feet in height. Plant materials shall be installed along the fence or wall to provide a softening effect.	Plant materials, however, are not installed along the existing fence.
The volume on all intercom menu displays shall be maintained at a level so as not to be audible in adjoining residential districts. The volume on all intercom menu displays shall comply with all local noise regulations.	Standard shall be met through the inclusion of an operational proviso subject to approval by Department of Safety and Permits.
The operator of the drive-through facility shall provide adequate on-site outdoor waste receptacles and provide daily litter clean-up of the facility and along the rights-of-way abutting the property.	Standard shall be met through the inclusion of an operational proviso subject to approval by Department of Safety and Permits. A dumpster is provided to the rear of the property on the N Anthony St side.
The submission of a Traffic Plan is required. the Traffic Plan shall include the following components: circulation routes for motor vehicles, bicycle and pedestrian transportation modes; ingress and egress locations for each transportation mode; curb side usage; locations and capacity of all off-street parking and loading spaces; traffic control plan during peak hours; crosswalk striping, ADA compliance and curbside bus and car passenger pick-up locations. The Traffic Plan shall be approved by the City Planning Commission staff and the Department of Public Works.	Standard shall be met through the inclusion of an operational proviso subject to approval by Department of Safety and Permits.

- In Accordance with **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
 - a. 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.
 - b. A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.
- In Accordance with **Article 20, Section 20.3.V** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
 - a. The volume on all intercom menu displays shall be maintained at a level so as not to be audible in adjoining residential districts. The volume on all intercom menu displays shall comply with all local noise regulations.
 - b. The operator of the drive-through facility shall provide adequate on-site outdoor waste receptacles and provide daily litter clean-up of the facility and along the rights-of-way abutting the property.
 - c. The submission of a Traffic Plan is required. the Traffic Plan shall include the following components: circulation routes for motor vehicles, bicycle and pedestrian transportation modes; ingress and egress locations for each transportation mode; curb side usage; locations and capacity of all off-street parking and loading spaces; traffic control plan during peak hours; crosswalk striping, ADA compliance and curbside bus and car passenger pick-up locations. The Traffic Plan shall be approved by the City Planning Commission staff and the Department of Public Works.

Parking Requirements (Article 22)				
	Requirement	Exceptions	Total Required	Provided
Vehicle Parking (Restaurant, Fast Food)	1 per 500sf GFA + 3 stacking spaces per drive-through lane	Sec. 22.5.A.6: Square Footage Sec. 22.5.B.1: On-Street Spaces Counted	6 (2,869.38 sf in floor area)	38
Bicycle Parking (Restaurant, Fast Food)	1 per 2,500sf GFA Sec 22.6.A.2: In all cases where bicycle parking is required, a minimum of two (2) bicycle spaces is required.	None, unless provided by the Director of the Department of Safety and Permits	2	0
Loading		Sec. 22.7.C: The Historic Core and Historic Urban Neighborhoods are exempt from all off-street loading requirements.	0	0

- The plans submitted to the City Planning Commission for final approval shall indicate the installation of at least 2 short-term bicycle parking spaces, as set forth in **Article 22, Section 22.6 (Table 22-1)** of the Comprehensive Zoning Ordinance. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9** of the Comprehensive Zoning Ordinance.

Anticipated impact on surrounding land uses

The proposed use is compatible with the mixed-use character of the surrounding area, in that the facility is preexisting and has been operational for several years along a major thoroughfare with similar uses. The applicant proposed to bring a now vacant commercial building back into commerce without disrupting or significantly altering the character of the neighborhood; the exterior renovations proposed should have little impact overall. Broadly, the request would combat blight in the City with little to no impact.

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 Medium Intensity." The goal, range of uses, and development character for that designation are copied below.

MIXED-USE MEDIUM DENSITY

Goal: Create medium-density neighborhood centers to enhance walkability and serve as focal points within neighborhoods. Proximity to transit encouraged.

Range of Uses: Medium-density single-family, two-family and multifamily residential and commercial uses. 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 to ensure proper transitions to surrounding lower density residential neighborhoods. Many structures will feature ground floor retail with residences on upper floors. 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 fits within the general goal, range of uses and development character of the Mixed-Use Medium Density designation, which includes encourages development near transportation routes (City Park Ave is a heavily trafficked corridor with intersected by bus routes). A preexisting fast food, drive-through facility fits within the range of commercial uses described for this land use designation. The site is currently vacant and is part of a smaller shopping center which exhibit similar massing and densities.

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

This standard is met. The site is located within an HU-MU Historic Urban Neighborhood Mixed-Use District. The purpose of the HU-MU District is to encourage mixed-use areas that are compatible with adjacent or nearby land uses. The subject site borders residential uses as well as some various commercial uses along City Park Ave. Several fast-food and specialty restaurants exist along the corridor, therefore,

the proposal to add an additional fast-food restaurant would be consistent with the surrounding area and would achieve the goals of the current zoning district.

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.

The proposed use for the site is as a fast-food drive-through facility, which is subject to both restaurant and drive-through use standards contained within **Article 20** of the Comprehensive Zoning Ordinance. The proposal will improve the existing condition of the site and will be required to bring into compliance all environmental performance standards of **Article 21, Section 21.3** of the Comprehensive Zoning Ordinance, subject to the provisos suggested by the staff.

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 site is presently vacant, bordering residential and higher intensity commercial and institutional uses. While the site does border residential uses within the immediate surrounding neighborhood, the proposed provisos should ease any adverse impacts.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

This is not applicable. Currently, the applicants are not seeking to request any variances.

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. The proposal would return a vacant site to use and the staff recommended provisos would address potential adverse impacts. The proposed use would not have any foreseeable detrimental impacts on public health, safety, or welfare.

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 061/25 subject to seven (7) provisos:

Provisos for Office Space (ZD032-19)

1. The conditional use shall only apply to the office space totaling over 5,000 square feet, as shown on the submitted plans.
2. All signage shall conform to the requirements of **Article 24** of the Comprehensive Zoning Ordinance, subject to the review and approval of the City Planning Commission.
3. In accordance with **Article 23, Section 23.13.A** of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall indicate the location

of the trash receptacle which may be within an enclosed structure or screened by a seven foot (7') opaque fence with latching gates. At no time, excepting trash collection days, shall trash be stored as to be visible from the public rights-of-way.

4. The Department of Safety and Permits shall issue no Building Permits or licenses specifically related to the proposed commercial use that is to be over 5,000 square feet in floor area 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.
5. The plans submitted to the City Planning Commission for final approval shall indicate the installation of at least 2 short-term bicycle parking spaces, as set forth in **Article 22, Section 22.6 (Table 22-1)** of the Comprehensive Zoning Ordinance. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9** of the Comprehensive Zoning Ordinance.

Provisos for Fast Food (ZD061-25)

6. In Accordance with **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
 - a. 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.
 - b. A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.
7. In Accordance with **Article 20, Section 20.3.V** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
 - a. The volume on all intercom menu displays shall be maintained at a level so as not to be audible in adjoining residential districts. The volume on all intercom menu displays shall comply with all local noise regulations.
 - b. The operator of the drive-through facility shall provide adequate on-site outdoor waste receptacles and provide daily litter clean-up of the facility and along the rights-of-way abutting the property.
 - c. The submission of a Traffic Plan is required. the Traffic Plan shall include the following components: circulation routes for motor vehicles, bicycle and pedestrian transportation modes; ingress and egress locations for each transportation mode; curb side usage; locations and capacity of all off-street parking and loading spaces; traffic control plan during peak hours; crosswalk striping, ADA compliance and curbside bus and car passenger pick-up locations. The Traffic Plan shall be approved by the City Planning Commission staff and the Department of Public Works.

CITY PLANNING COMMISSION MEETING (November 11, 2025)

The staff summarized the application and presented its recommendation of approval. The Commission received public comment from the applicants, speaking in support of the request. Commissioner Flick confirmed that the applicant was aware of and understood the provisos, to which the applicant responded positively. There was no further discussion or comment. Commissioner Stewart made a motion to approve the application as recommended by the staff. Commission Jordan seconded the motion, which was adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 061/25 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO SEVEN (7) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

Provisos for Office Space (ZD032-19)

1. The conditional use shall only apply to the office space totaling over 5,000 square feet, as shown on the submitted plans.
2. All signage shall conform to the requirements of **Article 24** of the Comprehensive Zoning Ordinance, subject to the review and approval of the City Planning Commission.
3. In accordance with **Article 23, Section 23.13.A** of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall indicate the location of the trash receptacle which may be within an enclosed structure or screened by a seven foot (7') opaque fence with latching gates. At no time, excepting trash collection days, shall trash be stored as to be visible from the public rights-of-way.
4. The Department of Safety and Permits shall issue no Building Permits or licenses specifically related to the proposed commercial use that is to be over 5,000 square feet in floor area 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.
5. The plans submitted to the City Planning Commission for final approval shall indicate the installation of at least 2 short-term bicycle parking spaces, as set forth in **Article 22, Section 22.6 (Table 22-1)** of the Comprehensive Zoning Ordinance. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9** of the Comprehensive Zoning Ordinance.

Provisos for Fast Food (ZD061-25)

6. In Accordance with **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:

- c. 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.
 - d. A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.
7. In Accordance with **Article 20, Section 20.3.V** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
- a. The volume on all intercom menu displays shall be maintained at a level so as not to be audible in adjoining residential districts. The volume on all intercom menu displays shall comply with all local noise regulations.
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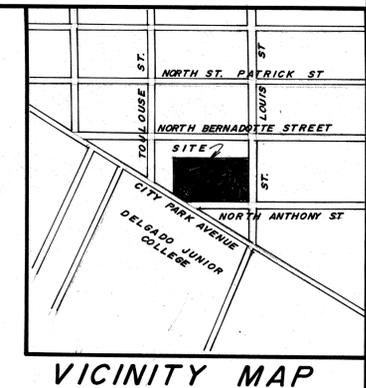
YEAS: Flick, Jordan, Joshi-Gupta, Kepper, Poché, Steeg, Stewart

NAYS:

ABSENT: Witry

BOUNDARY & TOPOGRAPHICAL SURVEY OF AN
**UNDESIGNATED PORTION OF GROUND, SITUATED
 IN SQUARE 617**
SECOND MUNICIPAL DISTRICT
CITY OF NEW ORLEANS
ORLEANS PARISH, LA.

NORTH BERNADOTTE STREET (SIDE)



GENERAL NOTES

THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR EXTRACTED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF LOCATIONS ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATION PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON INCLUDING PRIOR TO EXCAVATION AND DIGGING.

REFERENCE BENCH MARK

NEW ORLEANS SEWERAGE & WATER BOARD DISK NO. DELGADO. ELEVATION = 21.88 CAIRO DATUM OR +1.45 N. G. V. D. (M. S. L.)

TEMPORARY BENCH MARK

NAIL IN SOUTH FACE OF THE POWER POLE AT THE SOUTHEAST CORNER OF CITY PARK AVENUE & NORTH ANTHONY STREET. ELEVATION = 24.97 CAIRO DATUM OR 4.54 N. G. V. D. (M. S. L.)

ALL ELEVATIONS ARE SHOWN TO CAIRO DATUM TO CONVERT N. G. V. D. (M. S. L.) SUBTRACT 20.43

THIS PROPERTY IS LOCATED IN FLOOD ZONE "B" MIN. 1st FLOOR ELEV. TO BE DETERMINED BY THE CITY OF NEW ORLEANS DEPT. OF SAFETY & PERMITS.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY TO BURGER KING CORPORATION AND ANY TITLE INSURER OF BURGER KING CORPORATION THAT THIS SURVEY WAS PERFORMED USING CUSTOMARY SURVEYING PRACTICES FOR THE STATE OF LOUISIANA, AND THAT THERE ARE NO ABOVE GROUND ENCROACHMENTS EXCEPT AS SHOWN HEREON.

Richard T. Dading
RICHARD T. DADING
 PROFESSIONAL LAND SURVEYOR NO. 4399
 STATE OF LOUISIANA

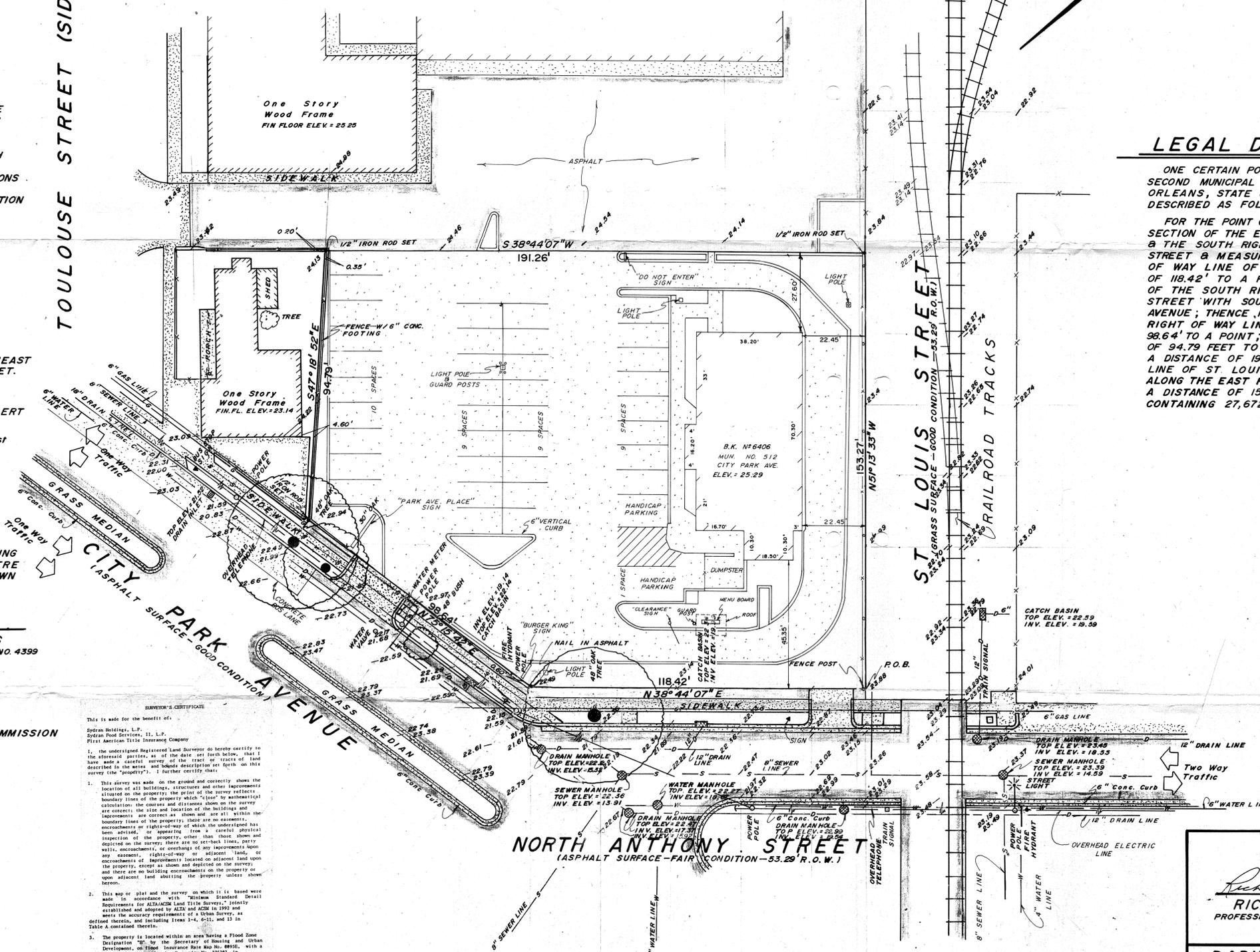
THIS PROPERTY IS ZONED C-12 (LIGHT INDUSTRIAL) NO REQUIRED SETBACK LINES.

ALL BEARINGS ARE BASED ON LOUISIANA HIGHWAY COMMISSION PROJECT NO. 4506-A, DATED 10-20-38

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CLASS "A" SURVEY ACCORDING TO THE "LOUISIANA MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS."

TOULOUSE STREET (SIDE)



LEGAL DESCRIPTION

ONE CERTAIN PORTION OF GROUND SITUATED IN SQUARE 617, SECOND MUNICIPAL DISTRICT, CITY OF NEW ORLEANS, PARISH OF ORLEANS, STATE OF LOUISIANA & BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET & THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET & MEASURE $N38^{\circ}44'07''E$, ALONG THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET A DISTANCE OF 118.42' TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET WITH SOUTH RIGHT OF WAY LINE OF CITY PARK AVENUE; THENCE MEASURE $N75^{\circ}15'42''E$, ALONG THE SOUTH RIGHT OF WAY LINE OF CITY PARK AVENUE, A DISTANCE OF 94.79 FEET TO A POINT; THENCE MEASURE $S47^{\circ}18'52''E$, A DISTANCE OF 94.79 FEET TO A POINT; THENCE MEASURE $S38^{\circ}44'07''W$, A DISTANCE OF 191.26' TO A POINT ON THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET; THENCE MEASURE $N51^{\circ}13'33''W$ ALONG THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET, A DISTANCE OF 153.27' TO THE POINT OF BEGINNING & CONTAINING 27,672.54 SQUARE FEET OR 0.635 ACRE.

SURVEYOR'S CERTIFICATE

This is made for the benefit of:
 Syran Holdings, L.P.
 Syran Food Services, II, L.P.
 Five American Title Insurance Company

1. The undersigned Registered Land Surveyor do hereby certify that I have made a careful survey of the tract or tracts of land described in the metes and bounds description set forth on this survey (the "property"), and further certify that:

1. This survey was made on the ground and correctly shows the location of all buildings, structures and other improvements situated on the property; the point of the survey reflects boundary lines of the property which "close" by mathematical calculation; the courses and distances shown on the survey are correct; the size and location of the buildings and improvements are correct as shown and are all within the boundary lines of the property; there are no encroachments, encroachments or right-of-way of which the undersigned has been advised, or appearing from a careful physical inspection of the property, other than those shown and depicted on the survey; there are no set-back lines, party wall encroachments, or encroachments of adjacent land upon the property, except as shown and depicted on the survey; and there are no building encroachments on the property or upon adjacent land abutting the property unless shown hereon.

2. This map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTIMETER Land Title Surveys," jointly established and adopted by ALTA and ASLS in 1985 and meets the accuracy requirements of a Urban Survey, as defined therein, and including items 1-4, 6-11, and 13 in Table A contained therein.

3. The property is located within an area having a Flood Zone Designation "B" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 4950L, with a date of March 11, 1984, for Community No. 22285, in Orleans Parish, State of Louisiana, which is the current Flood Insurance Rate Map for the community in which the property is situated.

4. All set-back, side yard and rear yard lines shown on the recorded plat or set forth in the applicable zoning ordinance are shown on this survey.

5. The property has a direct access to City Park Avenue, dedicated public highway, street or road at the curb out indicated on this survey.

6. The number of striped parking spaces located on the property is 38.

7. The underground utilities shown have been located from field investigation and existing drawings. The surveyor has not physically located the underground utilities. The surveyor does not certify that the underground utilities shown are in their exact location as indicated, although he does certify that they are located as accurately as possible from information available.

Richard T. Dading
 Richard T. Dading
 Professional Land Surveyor
 La. Lic. No. 4399
 Date: August 27, 1984

8/27/84: REVISED TO SHOW CHANGES. R.T.D.
 11/3/88: RECERTIFIED TO BURGER KING CORPORATION. R.T.D.
 12/8/88: REVISED TO SHOW CHANGES IN LEASE LINE DIMENSIONS & CORRECT LEGAL DESCRIPTION TO REFLECT SAME. R.T.D.

Richard T. Dading
RICHARD T. DADING
 PROFESSIONAL LAND SURVEYOR NO. 4399

DADING, MARQUES & ASSOC., INC.
 2201 VETERANS MEMORIAL BLVD., SUITE 403
 METAIRIE, LOUISIANA 70002
 1-504-834-0200

BURGER KING
 CITY PARK AVE. & N. ANTHONY ST. & ST. LOUIS ST
 NEW ORLEANS, LA.

6406

SCALE 1" = 20'	DRAWN BY F. D. C.	FIELD BOOK	PROJECT NO. 872391	SHEET 1 OF 1
DATE 12/31/87	APPROVED BY			







512-CITYPARKAV

Re: Assigned Planner ZD061-25 (512 City Park Ave)

From Gretchen Chase <gfchaselaw@gmail.com>

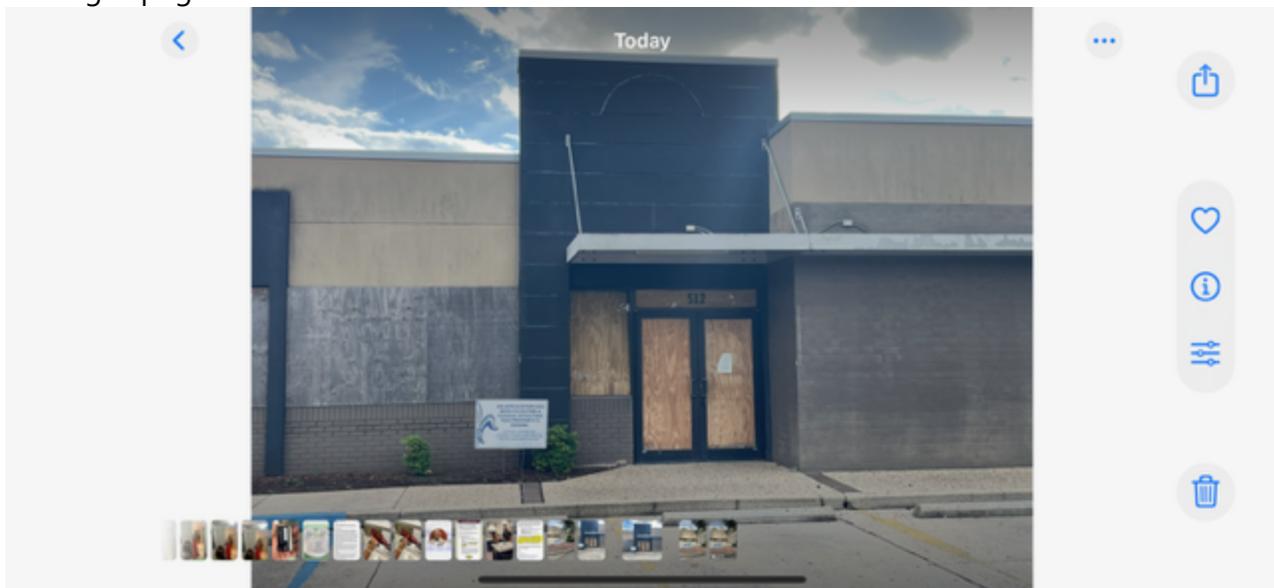
Date Sun 10/26/2025 4:29 PM

To Julia I Nickle <Julia.Nickle@nola.gov>

Please see attached photos of signage placed at the property. Please let me know if anything else is needed.

Thank you,
Gretchen Chase





Sent from my iPhone

On Oct 16, 2025, at 2:32 PM, Julia I Nickle <Julia.Nickle@nola.gov> wrote:

Hi Gretchen,

Apologies for the late response - we had to circle in a couple folks to get to the bottom of this. Long story short, the fee should be findable now via OneStop.

Please let us know if you are still unable to pay.

Best,
Julia

Julia I. Nickle (she/her)

City Planner I | New Orleans City Planning Commission

Office of Business and External Services (OBES)
1300 Perdido Street, 7th Floor | New Orleans, LA 70112
(504) 658-7031 (office) | julia.nickle@nola.gov

Please be advised that all email correspondence is subject to the state's public records laws.

RESOURCES:

[Application forms](#)

[Property Viewer](#) (check the zoning of a property)

[Comprehensive Zoning Ordinance](#)

[One Stop App](#)

[Frequently Asked Questions](#)

From: Gretchen Chase <gfchaselaw@gmail.com>
Sent: Wednesday, October 15, 2025 11:30 AM
To: Julia I Nickle <Julia.Nickle@nola.gov>
Subject: Re: Assigned Planner ZD061-25 (512 City Park Ave)

Hi Julia,

I've been trying to pay the invoice for the application online since last week, but the payment option is not available on one stop under the item still. Can you check that by any chance? I can only view overview and summary, but the icon to pay fees is not there.

Thank you,
Gretchen Chase
Sent from my iPhone

On Oct 10, 2025, at 1:28 PM, Julia I Nickle <Julia.Nickle@nola.gov> wrote:

Good afternoon,

I hope this email finds you well. I'm the planner that's been assigned to your zoning docket application, ZD061-25 located at 512 City Park Ave. You are scheduled for the Tuesday, November 11th CPC Public Hearing at 1:30pm. I'm working through my analysis now and will reach out if I have any further questions or comments. I do want to make sure you are aware of the following dates:

- **Public Comment Deadline:** Monday, November 3 at 5 pm
- **Reports Released to Public:** Tuesday, November 4 at TBD pm
- **CPC Meeting:** Tuesday, November 11 at 1:30 pm

We will need you to post at least two signs at the property no later than Monday, October 27th. Please put two signs on both sides of the property, both visible from the street and send a time-stamped photo of your signage to me

showing that the correct signage was posted. If you do not have a zoning sign, signs can be picked up at the 8th floor of 1340 Poydras Street.

I'll be reaching out with more information about this item once I've started my review. Please let me know if you have any questions.

Best,
Julia

Julia I. Nickle (she/her)

City Planner I | New Orleans City Planning Commission

Office of Business and External Services (OBES)

1300 Perdido Street, 7th Floor | New Orleans, LA 70112

(504) 658-7031 (office) | julia.nickle@nola.gov

Please be advised that all email correspondence is subject to the state's public records laws.

RESOURCES:

[Application forms](#)

[Property Viewer](#) (check the zoning of a property)

[Comprehensive Zoning Ordinance](#)

[One Stop App](#)

[Frequently Asked Questions](#)

September 2, 2025

Dear Neighbors,

We are excited to announce a new project at 512 City Park Avenue and invite you to a community meeting to learn more. The project involves the development of an original quick service restaurant called Drumbeat Fried Chicken by Chef Dook Chase. This concept will replace the existing vacant Burger King in the Park Avenue Place development. The 2,500 square foot restaurant will offer a modern, welcoming space while enhancing the site with updated finishes and landscaping. There will be a drive through as well. The layout of the site will remain unchanged from a traffic perspective. Chase Hospitality looks forward to bringing its famous fried chicken recipe and southern sides to this area, and the refurbished building will add a fresh, vibrant touch to the shopping center and reactive the vacant space currently on site.

NPP Meeting Location: WYES Paulette and Frank Stewart Innovation Center for Educational Media

**916 Navarre Avenue
New Orleans, LA 70124-**

NPP Meeting Date: Thursday September 18, 2025

Time: 5:30 – 6:30pm

Public Comment & Inquiry Contact Information: Gretchen Chase, email: gfchaselaw@gmail.com, telephone: 504-400-3772.

The site is in the HU-MU HISTORIC URBAN MIXED-USE DISTRICT zoning district where a drive through facility may only be reconstructed where one existed previously through the conditional use process. The Use Table and Restrictions can be found here: <http://czo.nola.gov/Article-12#12-2-A> and <http://czo.nola.gov/Article-12#12-2-B-3> ZONING REQUEST SUMMARY: A conditional use to reconstruct a drive through facility in a HU-MU HISTORIC URBAN MIXED-USE DISTRICT.

The conditional use process involves many steps and approvals, including neighborhood notice through this letter, a neighborhood meeting as detailed in this letter, a study by the City Planning Commission staff, and finally, a hearing by the New Orleans City Council during which a final ordinance for approval is required. We anticipate that construction will take approximately 6-8 months. This letter is being delivered through U.S. Mail. At the meeting, we will provide a sign-in sheet to collect contact information. We hope to see you at the meeting. If you are unable to attend, please feel free to reach out to us by phone or e-mail with any questions or concerns.

Best regards,

Edgar L. Chase, IV

Edgar "Dook" Chase, IV



Gretchen Chase <gfchaselaw@gmail.com>

NPP Letter 512 City Park Ave

1 message

Gretchen Chase <gfchaselaw@gmail.com>

Wed, Sep 3, 2025 at 11:02 AM

To: "president@mcno.org" <president@mcno.org>

Good Morning,

Please find attached an NPP letter we are mailing out this morning, for a conditional use application for the referenced property. Please feel free to reach out with any questions or concerns.

Best regards,
Gretchen Chase

Gretchen Chase
COO
Chase Hospitality Group
504.400.3772
gfchaselaw@gmail.com

 **NPP Letter 512 CP Ave Cond. Use 9.2.25.pdf**
139K



Gretchen Chase <gfchaselaw@gmail.com>

NPP Letter 512 City Park Ave

11 messages

Gretchen Chase <gfchaselaw@gmail.com>
To: info@lafittegreenway.org

Wed, Sep 3, 2025 at 11:04 AM

Good Morning,

Please find attached an NPP letter we are mailing out this morning, for a conditional use application for the referenced property. Please feel free to reach out with any questions or concerns.

Best regards,
Gretchen Chase

Gretchen Chase
COO
Chase Hospitality Group
504.400.3772
gfchaselaw@gmail.com

 **NPP Letter 512 CP Ave Cond. Use 9.2.25.pdf**
139K

Jason Neville <jason@lafittegreenway.org>
To: Gretchen Chase <gfchaselaw@gmail.com>
Cc: Edgar Chase <edgarchaseiv@yahoo.com>

Wed, Sep 3, 2025 at 11:08 AM

Hi Gretchen—

Thanks for sharing. Excited to see this project happening. Please let me know if we can offer a letter of support, as this project is helping implement the vision of the Lafitte Greenway.

Jason

On Sep 3, 2025, at 11:04 AM, Gretchen Chase <gfchaselaw@gmail.com> wrote:

gfchaselaw@gmail.com

lafitte greenway
PARTNERSHIP

(We changed our name! [Click here to read why...](#))

Jason Neville | Executive Director
jason@lafittegreenway.org | 504-702-6777 (direct)

Gretchen Chase <gfchaselaw@gmail.com>
To: Jason Neville <jason@lafittegreenway.org>
Cc: Edgar Chase <edgarchaseiv@yahoo.com>

Wed, Sep 3, 2025 at 11:24 AM

Hi Jason,

Thank you for the encouragement! Yes, a letter of support would be great. We would love to include it with our final application and of course we look forward to seeing you at the NPP meeting. We are looking forward to being a great community partner!
Sent from my iPhone

On Sep 3, 2025, at 11:08 AM, Jason Neville <jason@lafittegreenway.org> wrote:

Hi Gretchen—

Thanks for sharing. Excited to see this project happening. Please let me know if we can offer a letter of support, as this project is helping implement the vision of the Lafitte Greenway.

Jason

On Sep 3, 2025, at 11:04 AM, Gretchen Chase <gfchaselaw@gmail.com> wrote:

gfchaselaw@gmail.com

—

[Quoted text hidden]

Jason Neville <jason@lafittegreenway.org>
To: Gretchen Chase <gfchaselaw@gmail.com>
Cc: Edgar Chase <edgarchaseiv@yahoo.com>

Wed, Sep 3, 2025 at 11:25 AM

Would love to. When do you need it by?

Jason

[Quoted text hidden]

—

lafitte greenway
PARTNERSHIP

[Quoted text hidden]

Edgar Chase <edgarchaseiv@yahoo.com>
To: Jason Neville <jason@lafittegreenway.org>
Cc: Gretchen Chase <gfchaselaw@gmail.com>

Wed, Sep 3, 2025 at 11:38 AM

Thanks Jason,

I will be seeing you tomorrow as well and can discuss more if you like.

Thanks,

Dook

Sent from my iPhone

On Sep 3, 2025, at 11:25 AM, Jason Neville <jason@lafittegreenway.org> wrote:

Would love to. When do you need it by?

[Quoted text hidden]

Jason Neville <jason@lafittegreenway.org>
To: Edgar Chase <Edgarchaseiv@yahoo.com>
Cc: Gretchen Chase <gfchaselaw@gmail.com>

Wed, Sep 3, 2025 at 11:44 AM

Fantastic-- thanks Dook. See you at the Greenlight event tomorrow.

Jason

On Sep 3, 2025, at 11:39 AM, Edgar Chase <Edgarchaseiv@yahoo.com> wrote:

Thanks Jason,

[Quoted text hidden]

Gretchen Chase <gfchaselaw@gmail.com>
To: Jason Neville <jason@lafittegreenway.org>
Cc: Edgar Chase <edgarchaseiv@yahoo.com>

Wed, Sep 3, 2025 at 12:09 PM

We will submit on 9/22, so anytime before then.
Sent from my iPhone

On Sep 3, 2025, at 11:45 AM, Jason Neville <jason@lafittegreenway.org> wrote:

[Quoted text hidden]

Jason Neville <jason@lafittegreenway.org>
To: Gretchen Chase <gfchaselaw@gmail.com>
Cc: Edgar Chase <edgarchaseiv@yahoo.com>

Thu, Sep 11, 2025 at 1:43 PM

Gretchen/Dook— does this work?

Jason

On Sep 3, 2025, at 12:09 PM, Gretchen Chase <gfchaselaw@gmail.com> wrote:

We will submit on 9/22, so anytime before then.
Sent from my iPhone

On Sep 3, 2025, at 11:45 AM, Jason Neville <jason@lafittegreenway.org> wrote:

Fantastic-- thanks Dook. See you at the Greenlight event tomorrow.

Jason

On Sep 3, 2025, at 11:39 AM, Edgar Chase <Edgarchaseiv@yahoo.com> wrote:

Thanks Jason,

I will be seeing you tomorrow as well and can discuss more if you like.

Thanks,

Dook
Sent from my iPhone

On Sep 3, 2025, at 11:25 AM, Jason Neville <jason@lafittegreenway.org> wrote:

Would love to. When do you need it by?

Jason

On Sep 3, 2025, at 11:24 AM, Gretchen Chase <gfchaselaw@gmail.com> wrote:

Hi Jason,

Thank you for the encouragement! Yes, a letter of support would be great. We would love to include it with our final application and of course we look forward to seeing you at the NPP meeting. We are looking forward to being a great community partner!
Sent from my iPhone

On Sep 3, 2025, at 11:08 AM, Jason Neville <jason@lafittegreenway.org> wrote:

Hi Gretchen—

Thanks for sharing. Excited to see this project happening. Please let me know if we can offer a letter of support, as this project is helping implement the vision of the Lafitte Greenway.

Jason

On Sep 3, 2025, at 11:04 AM,
Gretchen Chase
<gfchaselaw@gmail.com> wrote:

gfchaselaw@gmail.com

—

<linear logo cropped smaller.jpg>

(We changed our name! [Click here to read why ...](#))

Jason Neville | Executive Director
jason@lafittgreenway.org | 504-702-6777
(direct)

<linear logo cropped smaller.jpg>

(We changed our name! [Click here to read why...](#))

Jason Neville | Executive Director
jason@lafittgreenway.org | 504-702-6777 (direct)

(We changed our name! [Click here to read why...](#))

Jason Neville | Executive Director
jason@lafittgreenway.org | 504-702-6777 (direct)

2 attachments

 **linear logo cropped smaller.jpg**
11K

 **Letter of Support - 512 City Park Avenue.pdf**
139K

Jason Neville <jason@lafittgreenway.org>
To: Gretchen Chase <gfchaselaw@gmail.com>
Cc: Edgar Chase <edgarchaseiv@yahoo.com>

Tue, Sep 16, 2025 at 5:32 PM

Hi Gretchen/Dook— following up to see if the letter of support I previously attached works for you?

Jason

On Sep 11, 2025, at 1:43 PM, Jason Neville <jason@lafittgreenway.org> wrote:

Gretchen/Dook— does this work?

Jason

<[Letter of Support - 512 City Park Avenue.pdf](#)>
[Quoted text hidden]



[Quoted text hidden]

Edgar Chase <edgarchaseiv@yahoo.com>
To: Jason Neville <jason@lafittegreenway.org>
Cc: Gretchen Chase <gfchaselaw@gmail.com>

Tue, Sep 16, 2025 at 6:45 PM

Yes, this is great. Thank so much for your support.

Thanks,

Dook
Sent from my iPhone

On Sep 16, 2025, at 5:32 PM, Jason Neville <jason@lafittegreenway.org> wrote:

Hi Gretchen/Dook— following up to see if the letter of support I previously attached works for you?

[Quoted text hidden]

Gretchen Chase <gfchaselaw@gmail.com>
To: Edgar Chase <edgarchaseiv@yahoo.com>
Cc: Jason Neville <jason@lafittegreenway.org>

Tue, Sep 16, 2025 at 9:45 PM

Yes thank you so much for the letter of support! I will submit this along with all other correspondence received; we look forward to working with you all soon!
Sent from my iPhone

On Sep 16, 2025, at 6:46 PM, Edgar Chase <edgarchaseiv@yahoo.com> wrote:

Yes, this is great. Thank so much for your support.

[Quoted text hidden]



Gretchen Chase <gfchaselaw@gmail.com>

NPP Letter 512 City Park Ave

1 message

Gretchen Chase <gfchaselaw@gmail.com>
To: tlevy@pelhughes.com

Wed, Sep 3, 2025 at 11:05 AM

Good Morning,

Please find attached an NPP letter we are mailing out this morning, for a conditional use application for the referenced property. Please feel free to reach out with any questions or concerns.

Best regards,
Gretchen Chase

Gretchen Chase
COO
Chase Hospitality Group
504.400.3772
gfchaselaw@gmail.com

 **NPP Letter 512 CP Ave Cond. Use 9.2.25.pdf**
139K



Gretchen Chase <gfchaselaw@gmail.com>

NPP Letter 512 City Park Ave

2 messages

Gretchen Chase <gfchaselaw@gmail.com>
To: Joseph.Giarrusso@nola.gov

Wed, Sep 3, 2025 at 11:07 AM

Good Morning Councilman Giarrusso,

Please find attached an NPP letter we are mailing out this morning, for a conditional use application for the referenced property. Please feel free to reach out with any questions or concerns.

Best regards,
Gretchen Chase

Gretchen Chase
COO
Chase Hospitality Group
504.400.3772
gfchaselaw@gmail.com

 **NPP Letter 512 CP Ave Cond. Use 9.2.25.pdf**
139K

Joseph I. Giarrusso <Joseph.Giarrusso@nola.gov>

Wed, Sep 3, 2025 at 1:45 PM

To: Gretchen Chase <gfchaselaw@gmail.com>

Cc: "Amanda B. Rizzo" <Amanda.Rizzo@nola.gov>, "Claire F. Byun" <Claire.Byun@nola.gov>

Thank you.

From: Gretchen Chase <gfchaselaw@gmail.com>
Sent: Wednesday, September 3, 2025 11:07 AM
To: Joseph I. Giarrusso <Joseph.Giarrusso@nola.gov>
Subject: NPP Letter 512 City Park Ave

[Quoted text hidden]



Gretchen Chase <gfchaselaw@gmail.com>

512 City Park Ave- Drumbeat Fried Chicken

3 messages

Jane Herwehe <jcherwehe@gmail.com>

Tue, Sep 9, 2025 at 2:40 PM

To: "gfchaselaw@gmail.com" <gfchaselaw@gmail.com>, "Joseph I. Giarrusso" <joseph.giarrusso@nola.gov>, "Amanda B. Rizzo" <Amanda.Rizzo@nola.gov>

Hi Ms. Chase,

I look forward to seeing Drumbeat occupy the former Burger King on CP Avenue. I am unable to attend the public comment meeting on 9/18 since I am out of town.

Here are my concerns:

Trash: Businesses at this corner property, namely the Leo's snowball stand, Subway and the former Burger King are/were major contributors to an incredible amount of neighborhood litter. Between take out packaging and haphazard containment of garbage in cans or dumpsters and the behavior of the student body of Delgado who I see daily toss trash from their cars or as they walk to and from their cars or the bus stop - the litter gets pretty crazy!

Will Mr. Dook Chase espouse a culture of community stewardship and 1) minimize take out packaging and when necessary use more environmentally friendly materials (less plastics and styrofoam), 2) encourage patrons to help keep neighborhood clean, 3) promote a sense of pride of place and write in that old job requirement for staff of "Accept other duties as assigned" that could be 5 mins or so picking up around the outside of the restaurant? Or maybe just a direct duty of daily clean up inside and out. I think this would not only serve to make Drumbeat an appealing clean business but maybe also help change the hearts and minds of New Orleanians who may not realize the impact their littering has on the environment.

Road Infrastructure: as you may have noticed the corner of Toulouse and N. Bernadotte and the corner of St. Louis and N. Bernadotte and the entire block between are crumbling. They are worse than roadways I used to drive when I worked in developing countries. My concern is that giant construction vehicles will further erode these roadways. Will construction vehicles use CP Avenue for ingress and egress to the site?

Other than these concerns -I am good and look forward to having a Chase restaurant on my corner! And maybe Dook will find something creative to do with the old blighted Bud's Broiler that has become an eyesore and public dumpsite in the rear.

Good luck!

Your soon to be neighbor,
Jane Herwehe

Gretchen Chase <gfchaselaw@gmail.com>

Wed, Sep 17, 2025 at 3:51 PM

To: Jane Herwehe <jcherwehe@gmail.com>

Cc: Joseph.Giarrusso@nola.gov, amanda.rizzo@nola.gov

Good Afternoon Ms. Herwehe,

Thank you so much for taking the time to share your thoughtful concerns and for your support of Drumbeat moving into the former Burger King location on City Park Avenue. We truly value hearing from neighbors like you, even if you aren't able to attend the September 18th meeting. To that end, I will be sure to include your correspondence with the rest of the application materials we submit as well.

On trash and community stewardship:

We share your concern about litter in the neighborhood and agree it reflects on all of us. Our goal is to be a responsible community partner. To that end, Drumbeat will:

- Minimize unnecessary take-out packaging and use environmentally friendly materials wherever possible.
- Incorporate employee responsibilities that include regular clean-up of the property, extending beyond the restaurant interior to the surrounding area.
- Promote a culture of stewardship and pride of place both within our team and among guests.

On construction and roadways:

We understand the condition of the streets you mentioned and want to assure you that any contractors working on site will use City Park Avenue for access, minimizing impact on the smaller surrounding streets. Additionally, the work planned is a renovation of the existing building, not heavy construction, so the scale of vehicles and disruption should be limited.

We are grateful for your welcome and encouragement as we bring Drumbeat to fruition. Your feedback is invaluable, and we are committed to ensuring the restaurant is a positive addition to the neighborhood.

Sincerely,
Gretchen Chase

[Quoted text hidden]

Jane Herwehe <jcherwehe@gmail.com>
To: Gretchen Chase <gfchaselaw@gmail.com>

Wed, Sep 17, 2025 at 8:35 PM

Hello Gretchen,
Thanks for considering my concerns. I look forward to Drumbeat's arrival in our area.
Wishing you much success.

Jane

[Quoted text hidden]

Drumbeat Southern Fried Chicken

- By Chef Dook Chase
- 512 City Park Ave
- New Orleans, LA 70119



Conditional Use Application

- HU-MU Historic Mixed Use District zoning district where a drive through facility may only be reconstructed where one existed previously through the conditional use process.
- We are seeking to open a drive through, quick service and dine in optional restaurant, with classic southern creole inspired offerings.



Background

- 512 City Park Ave currently sits vacant in Park Place Shopping Center
 - Previously a Burger King which operated with a drive through
 - We intend to revitalize this restaurant, with modern cosmetic upgrades to the interior and exterior
 - Building footprint will remain the same
 - Drive though location to remain the same
-



NEIGHBORS, WE CAN'T
WAIT TO SERVE YOU!

DRUMBEAT



SOUTHERN FRIED CHICKEN

Neighborhood Participation Program Summary Report

Date of Report: September 19, 2025

Project Name: Drumbeat Southern Fried Chicken (512 City Park Ave)

Contact: Gretchen Chase, 4748 St. Roch Ave New Orleans, LA 70122; 504-400-3772;
gfchaselaw@gmail.com

Overview

This report presents the results of the implementation of the Neighborhood Participation Program for the property located at 512 City Park Avenue, New Orleans, LA 70119, situated in the Park Place Shopping Center. The applicant intends to submit an application for Conditional Use to reconstruct a drive through facility in a HU-MU HISTORIC URBAN MIXED-USE DISTRICT. Contained within this report is a summary of all contacts with citizens, neighbors, public agencies, and other interested parties. Opportunities were provided for stakeholders to learn about and comment on the proposed plans and actions. Supporting documents, including comments, sign-in lists, petitions, letters, and summary sheets, are attached.

Neighborhood Meeting

The following meeting was conducted to invite citizens to discuss the applicant's proposal. Comments and sign-in lists for the meeting is attached.

- September 18, 2025, at 5:30 pm at WYES Paulette and Frank Stewart Innovation Center for Educational Media, 916 Navarre Avenue, New Orleans, LA 70124.
- Neighborhood Engagement
- For the meeting held, all citizens within a 300-foot radius received a letter in the mail with information on the proposed project, explanation of the NPP guidelines, and contact information.
- The three (3) registered neighborhood associations also received the notices for the meeting via email.

Meeting Notes:

- Six neighbors attended the meeting. The following is a summary of communication that took place at the meeting. Comment cards were provided to attendees, and one was filled out. In addition to the neighbors, the meeting was attended by Gretchen Chase and Edgar Chase, of Chase Hospitality Group, the applicant and prospection operator of Drumbeat Southern Fried Chicken. Contact information for all attendees was given on the sign – in sheet provided.

Question/concern:	Response:
Trash cleanup and accumulation in the area has been an issue for neighboring properties, concern expressed about cleanup and maintenance. There was also general discussion about the Lafitte Greenway and the pending issue on the ballot for funding.	We are committed and invested in the keeping the area clean and maintained; trash pickup will be included in employees open and closing duties as well as site checked throughout the day.
Traffic on N. Anthony when Delgado students park in either direction.	We have ample parking in the lot for our guests, and the drive through will remain in same footprint, so should not effect that issue either.
There has been more camps set up and/or activity in the immediate area due to the impression privacy the existing fence provides, as well as occasional vandalization.	We are hoping to take down the rear fence in the space that spans the restaurant, in hopes of creating an open flow to the Lafitte Greenway.
Neighbors are pleased that the space will be soon occupied and welcomed our business to the area.	Thank you.
What are you hours of operation going to be and will there be eat in dining available?	We are tentatively planning for 7:30am - 9pm 7 days/ week; but that is subject to slight changes. Yes, inside seating/dining will still be available with counter service.

Correspondence and Telephone Calls

- September 3, 2025 – Meeting notices were mailed to all contacts on the Neighborhood Participation Program list and emailed to neighborhood associations and the district councilmember.
- September 3, 2025 – Emails were received from Councilmember Giarrusso's Office confirming receipt, as well as from Lafitte Greenway Partnership confirming receipts and expressing support.
- September 9, 2025 – Email from neighbor Jane Herwehe with inquiries about trash, community stewardship and road infrastructure concerns.
- September 10, 2025 – Letter of Support received from Jason Neville, Executive Director of Lafitte Greenway partnership.
- September 16, 2025 – Email response to Jane Herwehe was send addressing her expressed concerns.

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: 9/18/15

Meeting Location: WYES - 916 Narvaez Ave., New Orleans, LA 70124

Project Name/Address: 512 City

Name	Organization	Address	City/State/Zip	Phone Number	Email Address
MARKY MORGAN - BRUBAKER	MORCO	319.9.8.E.MORG	HOUMA 70119	215.573.5192	MARKY.MORGAN@MORCO.COM
KAREN LOGAN	Second Line Brewing	6733 General Dixie	NOLA, 70124	504-261-864	Karen@secondlinebrewing.com
Mark Logan	Second Line Brewing	6733 General Dixie	NOLA 70124	832-287-6019	mark@secondlinebrewing.com
Leanne P. Justice	STATION 432	432 N. Anthony	NOLA 70119	504-669-5433	Leanne@station432.com
JASON NEVILLS	WFFHS LABORATORY	2200 COPPERTON	NEVO 70119	325-842-4575	Jason@wffhs.com
KEVIN CENTINI	LABORATORY/MAINTENANCE	526 RESIDENCE	70124	917-364-6575	KPC@panix.com

MARKY

WFFHS

NPP MEETING COMMENT CARD

DATE: 4/14/15

NAME/ADDRESS OF PROJECT: 511 CITY PARK

COMMENT/QUESTION: "Thank a second. Like you want to see good things about and other some good about projects."

CONTACT (OPTIONAL)

NAME: MARY MYSING-ENBALA

EMAIL: MARYENBALA@DEMSOUTH.NET

ADDRESS: 914 E. AENOLD ST,

September 10, 2025

Mr. Edgar "Dook" Chase, IV
2301 Orleans Ave
New Orleans, LA 70119

Dear Mr. Chase-

We are excited to hear that you are bringing a new culinary concept (Drumbeat Fried Chicken) to 512 City Park Avenue adjacent to the future route of the completed Lafitte Greenway.

Along with other food and beverage establishments in this area, such as Second Line Brewing and Rosedal Restaurant, Drumbeat Fried Chicken will activate the future Lafitte Greenway route, bring new amenities to the future Greenway route, and help generate additional excitement and support to ensure completion of that project.

The City's Lafitte Greenway Design Overlay District requires that new development adjacent to the Greenway shall be oriented to the Greenway and create safe, convenient, and attractive bicycle and pedestrian access. This project will fulfill those requirements and in doing so improve the Lafitte Greenway and the experience of Greenway users.

I have personally toured this site with you to understand your vision and the project particulars, and strongly support this project and the necessary city approvals, as this project will complement the Greenway and generate additional economic development in the area.

We are excited and appreciative that you are bringing this new investment to the Lafitte Greenway and we look forward to working with you to make it a success for many years to come.

Jason



Jason Neville
Executive Director
jason@lafittegreenway.org
504-702-6777



Received by _____
Sign Provided <input type="radio"/> Date _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

LAND-USE PROCESS

APPLICANT RESPONSIBILITIES	CITY ACTIONS	NOTES
Schedule a pre-application conference with the CPC staff.		The applicant or agent must meet with CPC staff to review the application.
Perform NPP Outreach		Staff will explain requirements including Neighborhood Participation Program outreach in pre-app meeting: https://www.nola.gov/city-planning/neighborhood-participation-program/
Submit Application to CPC Staff.	Review application/Return if incomplete and provide applicant with sign	All applications must be completed before being assigned a zoning docket number.
	Initiate legally required advertising of request.	Request is advertised 3 times in the newspaper and signs are posted in the vicinity of the request site.
Review staff's report prior to the public hearing.	CPC staff prepares a report of your request and forwards it to the Commission and petitioner.	Staff report on your request is forwarded to the Commission and to you prior to the Public Hearing.
Attend CPC Public Hearing.	Public Hearing is held approximately 6 weeks after a complete, correct application is received.	Proponents and opponents are allowed to address concerns and issues at the public hearing.
	CPC recommendation is forwarded to the City Council with a suggested hearing date.	The staff report (inc. CPC recommendation) is sent to the City Council. The Council schedules a hearing date.
	Petitioner and those who spoke at the CPC Hearing are notified by the Clerk of Council of hearing	Clerk of Council notifies proponents and opponents of the scheduled hearing date, ~ 10 days prior to hearing.
Attend City Council Public Hearing (City Hall-City Council Chambers).	City Council takes action	If Council votes for denial, the process ends here. If Council votes for approval, the Council will instruct the City Attorney's Office to prepare an ordinance. Once introduced, the ordinance must lay over for 21 days before it can be adopted. After adoption, the Mayor signs the ordinance.

If no site plan or title restriction is required, submit your application for permitting.

If title restrictions are required, submit recorded title restrictions per ordinance to the CPC (and Safety & Permits when applying for permits.)

If site plans are required, revised final plans must be submitted to CPC staff within 1 year final ordinance date.	CPC staff verifies compliance, and will approve the drawings.	The final site plans must contain all required information, including all Waivers & Provisos from the Final Ordinance must be listed on the title page.
Take 5 copies of the Final CPC Staff-approved plans for recordation Office of Conveyances.	CPC staff will give the applicant one copy of the approved drawings and the transmittal letter authorizing the recordation to the applicant.	CPC staff will notify the applicant when the final plans have been signed.
After recordation, the applicant must resubmit 1 recorded copy to CPC & Safety & Permits.	CPC staff will collect one (1) copy of the recorded plans.	Once plans have been recorded, the CPC staff is legally authorized to change the Zoning Map.

LAND-USE FEE SCHEDULE

- Zoning Change:
 - Lots 0-4,999 sq ft \$1,000
 - Lots 5,000-24,999 sq ft \$2,000
 - Lots 25,000-74,999 sq ft \$3,000
 - Lots 75,000 sq ft or more \$4,000
- Conditional Use/Planned Development:
 - Structures between 0-4,999 sq ft \$1,160
 - Structures between 5,000-24,999 sq ft \$2,320
 - Structures between 25,000-74,999 sq ft \$3,480
 - Structures of 75,000 sq ft or more \$4,640
- Conditional Use Established Two-Family, Multi-Family, and Townhouse Dwellings:
 - No increase in floor area \$500
 - Increase in floor area \$700
- Text Amendment: \$1,500



Received by _____
Sign Provided <input type="radio"/> 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 Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

ATTACHMENTS	TEXT AMENDMENT	ZONING CHANGE	CONDITIONAL USE/PLANNED DEVELOPMENT
<input type="radio"/> Completed application with all required information & signed by owner or authorized agent.	Required	Required	Required
<input type="radio"/> Authorization from Property Owner. 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 Resolution 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.		Required	Required
<input type="radio"/> Accurate survey or legal description showing or describing the legal boundaries of the site.		Required	Required
<input type="radio"/> Photographs of the subject site(s) and building(s).		Required	Required
<input type="radio"/> Neighborhood Participation Program Documents including NPP summary report, contact list, NPP meeting invitation, NPP comment cards, neighborhood email notices, and meeting sign-in sheet. Refer to the Neighborhood Participation Guide for more information.	Required	Required	Required
<input type="radio"/> Site Plan of the entire lot(s) showing property lines and all buildings or structures, with distance from property line indicated. All off-street parking areas, driveways, interior streets, paving, mechanical equipment, or other surfaces should be shown and dimensioned on the plans.			Required
<input type="radio"/> Landscape Plans including the location, quantity, size, name, and condition of all existing and proposed plant materials and trees. All landscaped areas should be shown and dimensioned on the plans. A description of all tree preservation measures on-site and in the public right-of-way should be included.			Required
<input type="radio"/> Architectural Elevations of each side of the proposed structure(s) indicating height, architectural elements such as windows, doors, materials, textures, and other information.			Required
<input type="radio"/> Floor Plan(s) of the entire structure(s) showing room use, dimensions, walls, doors, windows, major appliances, plumbing fixtures, stairs, or other egress.			Required
<input type="radio"/> Recommendations or approvals from HDLC, or VCC, or City Council (regarding demolition), where applicable.			May Be Required
<input type="radio"/> Design Advisory Committee (DAC) Recommendation , when required by Article 4, Section 4.5.B of the Comprehensive Zoning Ordinance.			May Be Required



Building/Construction
Related Permit



Received by	_____
Sign Provided <input type="radio"/> 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 Orleans, 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. 512 City Park Avenue, New Orleans, LA 70119

APPLICANT INFORMATION

Applicant Identity: Property Owner Agent

Applicant Name Gretchen Chase

Applicant Address 4748 St. Roch Ave

City New Orleans State Louisiana Zip 70122

Applicant Contact Number 504-400-3772 Email gfchaselaw@gmail.com

PROPERTY OWNER INFORMATION SAME AS ABOVE

Property Owner Name Park Place Shopping Center

Property Owner Address 201 St. Charles Ave

City New Orleans State Louisiana Zip 70170

Property Owner Contact Number 504-5815005 Email rpalmer@corp-realty.com

SPECIFIC ZONING REQUEST

A conditional use to permit the reconstruction/ reinstatement of a previously established drive through facility in an HU-MU zoning district.

PROPERTY LOCATION

Square Number(s) 617 Lot Number(s) 1-10

Bounding Streets St. Louis, No Anthony, N. Bernadotte, Toulouse St.

Zoning HU-MU Municipal District Second

Tax Bill Number 207212105 Planning District 4

DESCRIPTION OF PROJECT (Attachments are acceptable)

Conversion of a vacant Burger King into a new restaurant, Drumbeat Southern Fried Chicken with drive through.



Building/Construction
Related Permit

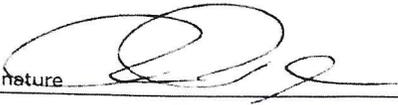


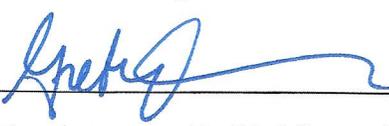
Received by	_____
Sign Provided <input type="radio"/> Date	_____
Tracking Number	_____

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  Date 9-22-25

Agent Signature  Date 9/22/25

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 Resolution 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 9/22/2025 day of 22nd DAY of September

My Commission expires @ MY DEATH


BANK NO. 31935
NOTARY NO. 87626

AUTHORIZATION

Park Place Shopping Center, LLC

Duly Passed on the 19 day of September, 2025.

Whereas, Park Place Shopping Center LLC (hereinafter referred to as "the Company") is a limited liability company duly formed and in good standing under the laws of the State of Louisiana; and

Whereas, the Company seeks to authorize the submission of a conditional use application for the operation of a drive-through facility, or to otherwise authorize the development of the property it owns or controls, located at 512 City Park Ave., New Orleans, LA 70119;

Resolved that the Company hereby authorizes Russell Palmer to take any and all actions necessary or appropriate in connection with the application for conditional use, as well as to take any other actions required or appropriate to effectuate the same.

Further resolved, that the Company authorizes Chase Hospitality Group and its employees and agents, including but not limited to, Gretchen Chase or Edgar Chase, to act as agents on behalf of the Company regarding the aforementioned conditional use application. These agents are empowered to take any actions necessary or appropriate to effectuate the application, including, but not limited to, signing conditional use and other land use applications on behalf of the Company.

It is hereby certified by the undersigned that the foregoing resolution was duly passed on the date stated herein.

Signed this 17th day of September, 2025 by:

Signature: _____

Russell Palmer, Officer Park Place Shopping Center LLC



Nancy Landry
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

the attached document(s) of

PARK PLACE SHOPPING CENTER, L.L.C.

are true and correct and are filed in the Louisiana Secretary of State's Office.

36005954K	ORIGF	8/24/2005	5 page(s)
45774770	23 AR	1/23/2024	1 page(s)

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,

January 31, 2025

Nancy Landry

Secretary of State

WEB 36005954K



Certificate ID: 11989618#P8Q83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.

www.sos.la.gov

ARTICLES OF ORGANIZATION
OF
PARK PLACE SHOPPING CENTER, L.L.C.

The undersigned, a person of the full age of majority, acting as the organizer of a limited liability company under Chapter 22 of Title 12 of the Louisiana Revised Statutes, does hereby form, effective August 19, 2005, a limited liability company, under such law, and does hereby adopt the following Articles of Organization:

1. The name of the limited liability company organized pursuant to these Articles of Organization shall be:

PARK PLACE SHOPPING CENTER, L.L.C.

2. This limited liability company is formed to engage in any lawful activity for which limited liability companies may be formed under Chapter 22 of Title 12 of the Louisiana Revised Statutes.

3. The full name and municipal address of the organizer is:

Mark S. Stein
701 Poydras Street, Suite 3600
New Orleans, Louisiana 70139-7735

4. The management of the limited liability company shall be by one or more managers as provided for in the written operating agreement.

5. Persons dealing with this limited liability company may rely upon a certificate of Russell Palmer to establish the membership of any member, the authenticity

of any records of the company or the authority of any person to act on behalf of this limited liability company, including, but not limited to, the authority to take the action referred to in La. R.S. 12:1318(B).

6. Limitations on the ability of a member to bind the limited liability company are contained in the written operating agreement.

Thus executed on this 19th day of August, 2005.



MARK S. STEIN, Organizer

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 19th day of August, 2005, before me, the undersigned Notary Public, duly commissioned, qualified and sworn in and for the Parish and State aforesaid,

PERSONALLY CAME AND APPEARED:

MARK S. STEIN

who, after being duly sworn, declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that Appearer is the identical person who executed the above and foregoing Articles of Organization and that Appearer executed the above and foregoing Articles of Organization of Appearer's own free will, as Appearer's own act and deed, for the uses, purposes and benefits therein expressed.


MARK S. STEIN

WITNESSES:


Charlton D. Huxley

Pam Wierdenfeld


NOTARY PUBLIC
Michael A. Tuzo Bar # 26735

INITIAL REPORT
OF
PARK PLACE SHOPPING CENTER, L.L.C.

1. The location and municipal address of the limited liability company's registered office is:

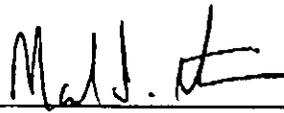
201 St. Charles Avenue, Suite 4411
New Orleans, Louisiana 70170

2. The name and municipal address of the limited liability company's registered agent is:

Crescent City Corporate Services, L.L.C.
701 Poydras Street, Suite 3600
New Orleans, Louisiana 70139-7735

3. The initial Manager of the limited liability company and his municipal address is:

Russell Palmer
201 St. Charles Avenue, Suit 4411
New Orleans, Louisiana 70170



MARK S. STEIN

Date: August 19, 2005.

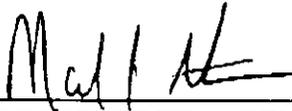
**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT BY
DESIGNATED REGISTERED AGENT**

To the State Corporate Department
State of Louisiana

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 19th day of August, 2005, before me, a Notary Public, in and for the State and Parish aforesaid, personally came and appeared **MARK S. STEIN**, duly authorized representative of **Crescent City Corporate Services, LLC**, who is to me known to be the person, and who, being duly sworn, acknowledged to me that **Crescent City Corporate Services, LLC** does hereby accept appointment as the Registered Agent of **Park Place Shopping Center, L.L.C.**, which is a limited liability company authorized to transact business in the State of Louisiana pursuant to the provisions of Title 12, Chapter 22.


REGISTERED AGENT

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY, ON THIS
19th DAY OF August, 2005.


NOTARY PUBLIC

Michael A. Tuss Bar # 20735

<p>Nancy Landry Secretary of State</p> 	<p>LIMITED LIABILITY COMPANY</p> <p>ANNUAL REPORT</p> <p>For Period Ending 8/24/2023</p>	 36005954K  2023		
<p>Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)</p> <p>36005954 K PARK PLACE SHOPPING CENTER, L.L.C.</p> <p>201 ST. CHARLES AVENUE SUITE 4411 NEW ORLEANS, LA 70170</p>	<p>1</p>	<p>(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)</p> <p>Registered Office Address in Louisiana (Do not use P. O. Box)</p> <p>201 ST. CHARLES AVENUE SUITE 4411 NEW ORLEANS, LA 70170</p>		
		<p>Federal Tax ID Number</p>		
<p>Our records indicate the following registered agents for the company. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. A</p> <p>NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE</p> <p>CRESCENT CITY COPORATE SERVICES, L.L.C. 701 POYDRAS STREET SUITE 3600 NEW ORLEANS, LA 70139-7735</p>				
<p>I hereby accept the appointment of registered agent(s).</p>	<p>Sworn to and subscribed before me on NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #</p>			
<p>New Registered Agent Signature</p>	<p>Notary Signature</p>	<p>Date</p>		
<p>This report reflects a maximum of three members/managers for the company. Indicate any changes or deletions below. Include a listing of all names and addresses. Do not use a P. O. Box. If additional space is needed attach an addendum. <i>Officer titles, such as president or secretary are not acceptable.</i></p>				
<p>RUSSELL PALMER Manager 201 ST. CHARLES AVENUE SUITE 4411 NEW ORLEANS, LA 70170</p>				
<p>The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.</p>				
<p>SIGN →</p>	<p>To be signed by a manager, member, or agent</p> <p>Russell Palmer (SIGNED ELECTRONICALLY)</p>	<p>Title</p> <p>Manager</p>	<p>Phone</p>	<p>Date</p> <p>01/23/2024</p>
	<p>Signee's address</p>	<p>Email Address</p> <p>ON FILE</p>		<p>(For Office Use Only)</p>
<p>Enclose filing fee of \$30.00</p> <p>Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple</p> <p>web site: www.sos.louisiana.gov</p>		<p>Return by: 8/24/2023</p> <p>To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704</p>		<p>DO NOT STAPLE</p>
				<p>1</p>

UNSIGNED REPORTS WILL BE RETURNED

NOTICE OF GROUND LEASE

STATE OF LOUISIANA

PARISH OF ORLEANS

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Notice of Ground Lease, executed pursuant to LSA-R.S.9:2742, is made and entered into as of the 25th day of October, 2017, by and between **Arthur Louis Jung, III** and **Carroll Jung Williamson** (collectively, "Lessor"), and **Park Place Shopping Center, LLC** ("Lessee").

WITNESSETH:

That for the rents and upon the terms, covenants and provisions set forth in that certain Ground Lease of even date herewith (hereinafter the "Lease") between Lessor and Lessee, Lessor has demised, leased and let, and does hereby demise, lease and let unto Lessee:

Those certain premises (the "Leased Premises") located in square 617, Second Municipal District, City of New Orleans, Parish of Orleans, more fully described on attached Exhibit "A".

The Lease is made for the rentals and upon each and all of the terms covenants and provisions thereof, all of which are by this reference incorporated herein and made a part hereof, the same as though fully set forth herein.

The Lease commences upon the expiration of a prior ground lease currently in effect between Lessor and Lessee or their respective predecessors in title and interest, and is for a term beginning May 10, 2019 and terminating on May 9, 2039, with two (2) consecutive options to renew for ten (10) years each.

Russell S. Palmer on behalf of Lessee, and Arthur Louis Jung, III on behalf of Lessor, are each authorized to certify in writing on behalf of such party the terms of the Lease, whether it is in full force and effect, and the extent to which the obligations of the Lease have been performed.



Hon. Dale N. Atkins
CLERK OF CIVIL DISTRICT COURT
INST #: 2017-43758 11/13/2017 12:33:44 PM
TYPE: L 4 PGS)
CIN#: 628927

IN WITNESS WHEREOF, Lessor and Lessee have caused their names to be affixed hereunto as of the 25th day of October, 2017.

WITNESSES: (Lessor)

LESSOR:

Eric [Signature]

[Signature]
ARTHUR LOUIS JUNG, III

Elizabeth P. O'Hara

[Signature]
CARROLL JUNG WILLIAMSON

Address: P.O. Box 19437
New Orleans, LA 70179

Date: ~~October~~, 2017
Nov. 1,

WITNESSES: (Lessee)

LESSEE:

PARK PLACE SHOPPING CENTER, LLC
Address: c/o Corporate Realty, Inc.
201 St. Charles Ave., Suite 4411
New Orleans LA 70170

[Signature]

[Signature]

By: Russell S. Palmer
Title: Manager

[Signature]

Date: ~~October~~, 2017
Nov 1

EXHIBIT A**LEASED PREMISES**

One certain portion of ground situated in square 617, Second Municipal District, City of New Orleans, Parish of Orleans, State of Louisiana and being more fully described as follows:

Commence at the intersection of the east right of way line of St. Louis Street and the south right of way line of North Anthony Street and being the point of beginning measure N 38° 44' 07" E, along the south right of way line of North Anthony Street a distance of 118.42 feet to a point on the south right of way line of City Park Avenue, thence measure N 75° 15' 42" E, along the south right of way line of City Park Avenue, a distance of 98.64 feet to a point; thence measure S 47° 18' 52" E, a distance of 94.79 feet to a point; thence measure N 37° 07' 21" E, a distance of 47.08 feet to a point on the west right of way line of Toulouse Street; thence measure S 51° 34' 43" E, along the west right of way of Toulouse Street, a distance of 167.79 feet to a point on the north right of way line of North Bernadotte Street, and being the northwest corner of Toulouse Street and North Bernadotte Street, thence measure S 38° 44' 07" W, along the north right of way line of North Bernadotte Street, a distance of 239.34 feet to a point on the east right of way line of St. Louis Street, and being the northeast corner of North Bernadotte Street and St. Louis Street; thence measure N 51° 13' 33" W, along the east right of way line of St. Louis Street, a distance of 319.73 feet to the point of beginning and containing 67,459.62 square feet or 1.548 acres more or less.

All as more fully shown on the survey of Dading, Marques & Assoc., Inc., dated August 22, 1988, last revised January 25, 1989.

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



Chelsey Richard Napoleon
Chief Deputy Clerk

Telephone (504) 407-0005

Land Records Division

Hon. Dale N. Atkins
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2017-43758

Recording Date: 11/13/2017 12:33:44 PM

Document Type: COMMERCIAL LEASE

Addtl Titles Doc Types:

Conveyance Instrument Number: 628327

Filed by: RUSSELL PALMER
201 ST CHARLES AVE
STE 4411
NEW ORLEANS, LA 70170

**THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.**

ASSIGNMENT OF LEASE

This Assignment of Lease (the "Assignment"), is executed this 19th day of August, 2005, by and between Roslyn A. Mandel ("Mandel"), the Estate of Max Mandel (the "Estate" collectively "Assignors") and Park Place Shopping Center, L.L.C., herein represented by Russell Palmer ("Assignee").

WITNESSETH:

WHEREAS, Mandel and the Estate each own a fifty (50%) percent interest in and to the ground lease and improvements more particularly described on Exhibit "A" annexed hereto (the "Ground Lease");

WHEREAS, Assignors desire to assign to Assignee, and Assignee desires to accept an assignment of all of Assignors' interest in and to the Ground Lease;

NOW, THEREFORE, for and in consideration of the agreements and covenants herein set forth;

Assignors do hereby assign, transfer, set over, convey and deliver unto Assignee all of Assignors' right, title and interest in and to the Ground Lease, and Assignee hereby accepts such assignment and hereby assumes all of the obligations of Assignors under the Ground Lease.

To have and to hold to Assignee, its successors and assigns, forever;

Assignee hereby assumes all of Assignors' obligations as Sub-Lessor with respect to any and all sub-leases by Assignors of such Ground Lease, and any and all rights,

2005 - 44576-24
PARISH OF ORLEANS
CLERK OF COURSE
RECORDS

EXHIBIT "A"

All of Seller's right, title and interest of, in and to that certain Ground Lease between Harriet Tolar Jung and Arthur L. Jung, Jr., Lessors, and Park Avenue Place Corporation, Lessee, dated February 14, 1989, filed February 18, 1989, at COI No. 1513, Orleans Parish, Louisiana, as clarified by a Statement of Clarification of Ground Lease Term between Harriet Tolar Jung and Arthur L. Jung, Jr., Lessors, and Park Avenue Place Partnership, Lessee, dated and filed July 20, 1989, at COI No. 8100, Orleans Parish, Louisiana, which said Ground Lease was assigned by Park Avenue Place Partnership to Park Place Corporation pursuant to an Act of Sale with Assumption dated December 4, 1990, filed December 18, 1990, at COI No. 29495, MOI No. 116811, Orleans Parish, Louisiana (collectively the "Ground Lease"), and subsequently by Park Avenue Place Corporation to Roslyn Alexander, wife of/and Max A. Mandel by Cash Sale of Property dated August 15, 1996, filed August 16, 1996, at COI 127096, and the leasehold estate of the ground lessee thereunder, including but not limited to all of the ground lessee's interest in improvements erected upon the leased premises under the Ground Lease, which leased premises are described as follows:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, situated in Square 617, Second Municipal District, City of New Orleans, Parish of Orleans, State of Louisiana, and being more fully described as follows:

Begin at the intersection of the east right of way line of St. Louis Street and the south right of way line of North Anthony Street; thence measure N38°44'07"E along the south right of way line of North Anthony Street a distance of 118.42 feet to a point on the south right of way line of City Park Avenue;

thence measure N75°15'42"E along the south right of way line of City park Avenue, a distance of 98.64 feet to a point;

thence measure S47°18'52"E a distance of 94.79 feet to a point;

thence measure N37°07'21"E a distance of 47.08 feet to a point on the west right of way line of Toulouse Street;

thence measure S51°34'43"E, along the west right of way of Toulouse Street, a distance of 167.79 feet to a point on the north right of way line of North Bernadotte Street and being the northwest corner of Toulouse Street and North Bernadotte Street;

thence measure S38°44'07"W, along the north right of way line of North Bernadotte Street a distance of 239.34 feet to a point on the east right of way line of St. Louis Street, and being the northeast corner of North Bernadotte Street and St. Louis Street;

2005 - 44 - 76
PARISH OF ORLEANS
CLERK OF COURTS
OFFICE OF THE CLERK OF COURTS
2005

thence measure N51°13'33"W, along the east right of way line of St. Louis Street, a distance of 319.73 feet to the point of beginning.

Being the same property acquired by Transferor as follows: Cash Sale of Property between Park Avenue Place Corporation, and Roslyn Alexander, wife of/ and Max A. Mandel, dated August 15, 1996, filed August 16, 1996.

The hereinafter described Property is subject to the following:

1. COI No. 1519 - Memorandum of Lease and Servitude and Restrictive Covenant Agreement between Park Avenue Place Partnership and Burger King Corporation dated February 13, 1989, filed February 14, 1989; as amended and supplemented and assigned as follows:
 - (a) COI No. 6604 - Statement of Commencement of Ground Lease Term between Park Avenue Place Partnership and Burger King Corporation dated June 9, 1989.
 - (b) COI No. 94125 - Memorandum of Sublease between Burger King Corporation and Sydran Food Services II, L.P. dated as of September 29, 1994 and filed September 30, 1994.
2. COI No. 1521 - Non-Disturbance and Attornment Agreement between Harriett Tolar Jung and Arthur L. Jung, Jr. and Burger King Corporation, dated and filed February 14, 1989.
3. COI No. 9709 - Short Form of Lease Agreement between Park Avenue Place Partnership and LA Capitol Federal Credit Union dated as of July 7, 1989, filed August 24, 1989.
4. COI No. 20146 - Lease Agreement between Park Avenue Place Partnership and MEME's Incorporated dated August 8, 1989, and filed May 9, 1989; as amended by Amended Lease Agreement between Park Avenue Place Partnership and Meme D, Inc. dated as of May 30, 1990, filed June 13, 1990, as COI No. 21695.
5. COI No. 115124 - Agreement regarding taxes among Park Avenue Place Corporation, Lessor, Burger King Corporation, Lessee, and Sydran Food Services II, L.P., Sublessee, dated November 8, 1995, and filed December 11, 1995.

RECORDS SECTION
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CITY OF OMAHA
CUSTOMER SERVICE

benefits and privileges of the Sub-Lessor thereunder, but subject to all terms, conditions, reservations, and limitations set forth in the leases and Assignee agrees to indemnify and hold Assignor harmless with respect thereto.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Agreement on the day, month and year above first written.

Roslyn A. Mandel
ROSLYN A. MANDEL

THE ESTATE OF MAX MANDEL

By: *Roslyn A. Mandel*
Roslyn A. Mandel

PARK PLACE SHOPPING CENTER, LLC

By: *[Signature]*
Russell Palmer

2005 - 44576 224
PARISH OF ORLEANS
CLERK OF COURTS
SERIAL RECORDS

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WEBB

BE IT KNOWN, that on the 19th day of August 2005, before me, the undersigned Notary Public, duly commissioned, qualified and sworn in and for the County and State aforesaid

PERSONALLY CAME AND APPEARED:

Roslyn A. Mandel

who, after being duly sworn, declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that Appearer is the identical person who executed the above and foregoing Assignment, of Appearer's own free will, as Appearer's own act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

Heather M. Guyer

Blanca Mue

Lizzy L Trevino



Lizzy L. Trevino
NOTARY PUBLIC

REC'D - CUSTODIAN OF
PARISH OF ORLEANS
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SERIAL RECORDS

NA #: 05-44576 INST. #: 314919
TYPE: LEASE OF LAND

AMT: \$60.00
DATE: 8/24/2005 1:39:51 PM
Hon. Gasper J. Schiro
Registrar of Conveyances

*8-24-05
fmc*

MEMORANDUM OF LEASE AND SERVITUDE AND
RESTRICTIVE COVENANT AGREEMENT

Date 2-27-89 114.00
THIS AGREEMENT is dated 13 day of February, 1989

by and between PARK AVENUE PLACE PARTNERSHIP, a Louisiana General Partnership (hereinafter called "Lessor"), and BURGER KING CORPORATION, a Florida corporation (hereinafter called "Lessee" or "BKC"), its successors or assigns, whose address is P. O. Box 520783, General Mail Facility, Miami, Florida 33152.

WHEREAS, as Lessee hereby leases from Lessor and Lessor hereby leases to Lessee under a certain unrecorded Ground Lease dated February 2, 1989, (hereinafter called the "Lease") the following described premises, lying and being in the City of New Orleans, Parish of Orleans and State of Louisiana, more particularly described in Exhibit "A" attached hereto and by this reference is incorporated herein (hereinafter called the "Premises"); and

WHEREAS, Lessor is vested in Leasehold Estate of a certain parcel of land (hereinafter called the "Shopping Center Property") which is legally described in Exhibit "B" and shown on Exhibit "C" both of which are attached hereto and by this reference is incorporated herein; and

WHEREAS, the parties hereto desire to place notice of this Lease on the public records; and

WHEREAS, the parties hereto desire to give record notice of the non-exclusive servitude provisions contained in the Lease, which such servitudes are for the purposes of ingress and egress, utilities, and parking, over, under, upon the Shopping Center Property as hereinafter described;

WHEREAS, the parties hereto desire to give record notice of the non-exclusive servitude provisions contained in the Lease, which such servitudes are for the purposes of ingress and egress, utilities, and parking, over, under, upon the Premises as hereinafter described;

WHEREAS, the parties desire to give record notice of certain restrictions, covenants and obligations encumbering the Shopping Center Property and the Premises for the benefit of the Premises and the Shopping Center Property.

NOW, THEREFORE, in consideration of the rental paid under the Lease, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto acknowledge and agree as follows:

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I. NOTICE OF LEASE: The Lease is now in effect for a term commencing as stated in the Lease (but commencing no later than nine (9) months from the date of recordation of this Agreement) and expiring twenty (20) years thereafter with the right and privilege in the Lessee to extend the Lease for four (4) additional periods of five (5) years each, unless sooner terminated in accordance with the provisions thereof, with respect to termination by default, or for other causes; that said Lease itself contains the contract of leasing and otherwise between the parties, including the amount of rent, times when said rent shall be paid, and other provisions and covenants as regulate and govern the relationship of Lessor and Lessee between the parties; and all persons are hereby put on notice of the existence of such Lease and are referred to said Lease itself for its terms and conditions.

All buildings, additions and improvements located on the Leased Premises shall be and remain the property of the Lessee during the term of this Lease and any extensions thereof, and for a period of fifteen (15) days after the termination of this Lease, or any extensions thereof. However, unless Lessor requests Lessee to do so pursuant to the Lease, Lessee shall not remove any such land improvements, alterations or additions and after the expiration of the fifteen (15) day period any such land improvements, alterations or additions shall be deemed to be abandoned and title shall become vested in the then owner of the land. Notwithstanding the foregoing sentence, Lessee shall be permitted, during the fifteen (15) day period, to remove all personal property, signs, interior decor equipment, kitchen and food service equipment, and Burger King Corporation logos, trademarks and trade fixtures and to make such removals or changes in signs and the building as Lessee deems necessary, so as to effectively distinguish the Leased Premises and build from its former appearance and from any other Burger King Corporation restaurant.

II. GENERAL SERVITUDES:

A. LESSEE'S SERVITUDES

1. Servitudes for Parking and Ingress and egress: Lessor does hereby grant to Lessee non-exclusive servitudes for vehicular parking and vehicular and pedestrian ingress and egress as follows:

a. Servitude for Ingress and Egress: Lessor does hereby grant to Lessee a non-exclusive servitude for vehicular and pedestrian ingress and egress to and from the Leased Premises to the adjacent Shopping Center Property, over, upon and across the driveways, exits and entrances of the Shopping Center Property as shown on Exhibit "C" or as they may exist from time to time, but subject to the restrictions of the No Change Area as described below. Lessor covenants that the area labelled "No Change Area" on Exhibit "C" shall be a no change area and will be

developed as an ingress and egress driveway and parking area (as shown on Exhibit "C") and shall only be improved in the same fashion as the rest of the parking and driveway areas in the Shopping Center Property (hereinafter called the "No Change Area"). Lessor covenants that Lessor will not construct any buildings or improvements that will unreasonably interfere with Lessee's passage across the Shopping Center Property and the ingress and egress to and from the Leased Premises and Toulouse Street within the No Change Area. Lessor covenants and agrees that it will construct the Toulouse Street curb cut within the No Change Area in the area indicated as the Toulouse Street curb cut on Exhibit "C". Lessor covenants that it will construct the Toulouse Street curb cut in such a fashion so that Lessee will have an ingress and egress driveway with a width of at least twenty-three feet (23') within the No Change Area from the actual Toulouse Street curb cut to the Leased Premises all in accordance with the diagram attached.

b. Parking Servitude: Lessor does hereby grant to Lessee a non-exclusive servitude for vehicular parking in the parking areas within the area labelled "Parking Servitude" on Exhibit "C" for the purpose of overflow customer parking for Lessee's customers (hereinafter called the "Parking Servitude"). Lessor shall maintain adequate access to parking spaces located within the Parking Servitude. In addition, Lessor shall not reduce the number of parking spaces within the Parking Servitude below thirteen (13) parking spaces. The Parking Servitude shall under no circumstances be used by Lessee's employees or independent contractors.

c. Lessor's Expansion Area and Redesign of the No Change Area: The area labelled "Expansion Area" on Exhibit "C" is designated as Lessor's building expansion area (hereinafter called the "Expansion Area"). Lessor shall have the right to expand the building labelled "New Office/Retail Building" on Exhibit "C" into the Expansion Area at any time during the term of this Lease subject to the following limitations and requirements:

- (1) If Lessor elects to expand the New Office/Retail Building into the Expansion Area, then Lessor must redesign the No Change Area and Lessee's Leased Premises at Lessor's sole cost and expense as follows:
 - (a) Lessor shall eliminate all parking spaces within the No Change Area.
 - (b) Lessor must open a second entrance way for vehicular and pedestrian passage to and from the Leased Premises and the No Change Area.

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COURT REPORTERS
1000 N. HANCOCK ST.
ANN ARBOR, MI 48106
734-769-1100

payment. If Lessor does not complete the Work within seventy-two (72) hours after commencement of such construction, then Lessee shall have the right to complete any part of the Work which Lessee deems necessary, and deduct all such costs for the completion of the Work from the next accruing rental payment.

- (6) For purposes of this provision, and so long as Lessee has commenced business upon the premises, all Work shall be performed during time periods approved by Lessee which such approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for Lessee to withhold approval for the time periods between the hours of 11:00 A.M. to 2:00 P.M. and 4:00 P.M. to 7:00 P.M. (Monday through Sunday).
- (7) During construction for the Work, Lessor shall not interfere with the flow of traffic from Lessee's drive through lane and shall not block Lessee's access to and from the Leased Premises and the Toulouse Street access across the No Change Area. In addition, Lessor shall use its best efforts not to interfere with the flow of traffic, customer parking or Lessee's business located on the Leased Premises.
- (8) If Lessor exercises its right to expand into the Expansion Area in accordance with this Section, then the following Sections of the Lease shall be modified to reflect such changes:
- (a) Lease Section IV(e) i and ii, and Lease Section X(b) i: The minimum number of parking spaces shall be increased to forty (40) parking spaces so long as all necessary governmental authorities grant such approvals needed to commence the Work.
- (b) Lease Addendum Shopping Center, Section 2-(a)(ii): This Section shall become null and void thereby releasing any parking rights Lessee may have over the Shopping Center Property.
- (c) Lease Addendum Shopping Center, Section 4: The second paragraph, first sentence: Any reference to constructing parking spaces within the No Change Area shall be deleted.

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(9) Lessor does hereby indemnify and hold Lessee harmless from all costs, expenses, claims, injunctions, actions, suits, fines, penalties, and demands of any kind, including reasonable attorneys' fees which directly or indirectly result from Lessor's Work.

(10) For purposes of this Subsection 2(iii), in order for an expansion of the New Office/Rental Building into the Expansion Area to qualify as an expansion which triggers this Subsection, the expansion must:

(a) Be a permanent structural change to the New Office/Rental Building, and

(b) The dimensions of the first floor of the New Office/Retail Building must be expanded into the Expansion Area in such a way that the Lessor must reconfigure the parking located within the Expansion Area.

2. Servitudes for Utilities: Lessor hereby grants to Lessee its successors and assigns, non-exclusive servitudes appurtenant to the Leased Premises for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities over, above, along, under and in the Shopping Center Property wherever said utility lines may be located. Lessee will construct and install any utility lines that will be located on the Shopping Center Property that Lessee needs to serve the Leased Premises within forty-five (45) days after Lessor commences construction on the Shopping Center Property. Lessee agrees that any utility servitude granted across the Shopping Center Property needed to serve the Leased Premises shall be specifically defined and described in a recordable document and in a location approved by Lessor which such approval shall not be unreasonably withheld or delayed or made contingent upon monetary consideration or contractual modification in exchange therefor. Lessor covenants that in the event specific utility servitudes are necessary, Lessor will execute and cause the Owner to execute any servitudes to utility companies needed in order to serve the Leased Premises. Lessor covenants to maintain the utility lines which are located over, under or on the Shopping Center Property and do not exclusively serve the Leased Premises in good condition and repair. Lessee shall be responsible for the construction, operation, maintenance and repair of utility lines located over, under, or on the Shopping Center Property and which exclusively serve the Leased Premises.

Lessee and Lessor acknowledge and agree that after Lessor completes construction of the Shopping Center Property any future construction, maintenance and repair of any utility

lines located over, under or on the Shopping Center Property shall occur during non-peak business hours (any time other than 11:00 a.m. to 2:00 p.m. and 4:00 pm to 7:00 pm Monday through Sunday). Lessee further covenants that upon completion of any construction, maintenance or repairs that the Shopping Center Property shall be restored to the same condition that existed prior to the commencement of such work. In addition, during any maintenance and repairs, Lessee shall not block more than one-half of Lessor's ingress and egress to the City Park Avenue curb cut at any time. Lessor shall approve in writing the location of and time periods for the construction, maintenance and repair of any utility lines located over, under and on the Shopping Center Property. Lessor's approval shall not be unreasonably withheld or delayed or contingent upon monetary consideration or contractual modification; however, it shall not be unreasonable for Lessor to withhold its approval if such location, construction, maintenance or repairs unreasonably interfere with the business in the Shopping Center Property.

The non-exclusive servitudes shall be for the period of time during the entire term of this Lease Agreement and any extension thereof and the non-exclusive servitude for ingress and egress and utilities shall be for the benefit of the Lessee, its successors, sublessees and assignees and its employees, customers and other invitees.

B. LESSOR'S SERVITUDES

1. Ingress and Egress Servitudes: Lessee does hereby grant to Lessor a non-exclusive servitude for vehicular and pedestrian ingress and egress to and from the Shopping Center Property and the City Park Avenue curb cut over and across the driveway located on Leased Premises in the area labelled "Lessor's Driveway" on Exhibit "C" attached hereto and by this reference incorporated or as they may exist from time to time but subject to the restrictions described below. Lessee shall have the right to change the location of the City Park Avenue curb cut so long as the new location for the curb cut is within twenty-five feet (25') (measuring from the outside edge of either side of the curb cut) of the original curb cut. If Lessee moves the curb cut outside of the area labelled Lessor's Driveway on Exhibit "C" Lessee agrees that Lessor's non-exclusive servitude for ingress and egress shall be extended to the curb cut to enable Lessor to have passage from City Park Avenue to the Shopping Center Property. Lessee agrees that this area will be improved as a drive area with a width of at least twenty-three feet (23'), and Lessee will not construct any buildings or improvements that will unreasonably interfere with Lessor's passage across the Leased Premises and the ingress and egress to and from the

Shopping Center Property and City Park Avenue within the servitude area.

The use of the non-exclusive servitudes granted by Lessee shall be for the benefit of Lessor, Lessor's other tenants (hereinafter called "tenants" and the term tenants shall not include Lessee) and Lessor's and tenants' customers, employees and other invitees, but shall not include Lessor's and tenants' independent contractors hired to perform work on or in the Shopping Center Property or any construction vehicle or equipment or delivery trucks.

2. Utilities Servitude: Lessee does hereby grant to Lessor and its successors and assigns, a non-exclusive servitude for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities over, above, along, under and on the Leased Premises wherever said utility lines may be located. Lessee shall approve in writing the location of and time periods for the construction, maintenance and repair of any utility line located over, under and on the Leased Premises. Lessee's approval shall not be unreasonably withheld or delayed or contingent upon monetary consideration or contractual modification; however, it shall not be unreasonable for Lessee to withhold its approval if such location, construction, maintenance, or repair interferes with Lessee's business operations upon the premises. Except for Lessor's construction which occurs prior to the commencement of Lessee's business upon the premises, Lessor acknowledges and agrees that any maintenance or repair of any utility lines located over, under or on the Leased Premises shall not occur between the hours of 11:00 a.m. to 2:00 p.m. and 4:00 p.m. to 7:00 p.m. (Monday through Sunday). In addition, during any maintenance or repair Lessor shall not block more than half of Lessee's ingress and egress through the City Park Avenue curb cut at any time. Any maintenance or repair performed on the Leased Premises by Lessor shall be completed in an expeditious manner. Lessor shall use its best efforts to least interfere with Lessee's business operation while maintaining or repairing any utility lines.

Lessor covenants that it will construct and install utility lines that Lessor needs to serve the Shopping Center Property within thirty (30) days after Lessee commences construction. Lessor shall give notice to Lessee prior to commencement of construction of any utility lines installed upon or within the Leased Premises. Lessor covenants and agrees to maintain the utility lines located over, under or on the Leased Premises and serving the Shopping Center Property in good condition and repair. Lessor further covenants that upon the completion of any construction, maintenance or repair, the Leased Premises shall be restored to the same condition that existed prior to the commencement of such work. So long as Lessor complies with

all the provisions set forth above, Lessee covenants that in the event specific servitudes are necessary, Lessee shall join in the granting of the specific servitudes to utility companies which are needed to serve the Shopping Center Property. Lessor acknowledges that any utility servitude granted across the Leased Premises shall be specifically defined and described in a recordable document approved by Lessee, which approval shall not be unreasonably withheld or delayed or contingent upon monetary consideration or contractual modification therefor.

III. Obligations, Covenants and Restrictions: Lessor and Lessee agree and acknowledge the following obligations, covenants and restrictions against the Shopping Center Property and the Leased Premises:

- A. **CONSTRUCTION OF SHOPPING CENTER** - Lessor agrees that no building or obstruction will be built that will interfere with or limit internal or external access between the proposed Leased Premises and the No Change Area, including the Toulouse Street curb cut. During the construction on the Shopping Center Property and so long as Lessee has commenced business upon the Leased Premises, Lessor will use its best efforts not to interfere with Lessee's ingress and egress over the No Change Area. In addition, Lessor will not construct any buildings or improvements in the No Change Area except as permitted in Section 2 above. Lessor further agrees that it will construct, at its own cost and expense, (if in the event the Shopping Center Property is not completely developed at the time of closing of this transaction) the other buildings located within the Shopping Center Property as shown on Exhibit "C" or substantially similar buildings and in locations there shown or substantially similar locations.

If in the event Lessor shall not have completed the Toulouse Street curb cut, the ingress and egress driveway to and from Toulouse Street and the Leased Premises and the parking spaces located within the No Change Area as indicated on Exhibit "C" within forty (40) days after the commencement of Lessee's construction, Lessee shall have the right, but not the obligation, to construct the curb cut and the driveway and parking areas in accordance with the plans and specifications supplied by Lessor. This right to complete shall include the right to complete the Toulouse Street curb cut and the ingress and egress area to and from Toulouse Street and Lessee's premises as shown on Exhibit "C". Lessor shall reimburse Lessee for the reasonable cost of construction of the No Change Area and until such reimbursement for such costs shall be made to Lessee, Lessee shall have the right to deduct such costs from its rental obligation subsequently accruing. Lessee shall, however, give Lessor the right to reimburse Lessee for the reasonable construction cost for a period of sixty (60) days after the completion of such construction by Lessee before Lessee will deduct such costs from the next

accruing rental obligation. Lessor shall not reduce the number of parking spaces on the Shopping Center Property below forty (40) spaces without Lessee's prior approval. In addition, Lessor shall only use the spaces located on the Shopping Center Property for purposes of meeting parking ratios and zoning requirements in order to obtain construction permits and authorizations.

B. MAINTENANCE

1. Maintenance by Lessor: Lessor covenants and agrees that all portions of the Shopping Center Property, other than buildings, other improved areas, sidewalks, and landscaping, shall be paved (asphalt) and maintained as a parking area and Lessor shall paint stripes thereon indicating car parking spaces and construct driveways, including curbs and sidewalks, and shall maintain same in good condition and repair. Lessor agrees to maintain, repair and keep in repair its driveways and parking areas. Lessor shall periodically resurface the lot to maintain such in good condition with a good quality surfacing material. Lessor shall keep the parking area free of all paper, debris, snow, ice and other refuse so as to keep the parking areas in a neat, clean and orderly condition. Lessor shall also maintain adequate lighting for the parking area and driveways, which lighting shall be kept on at night during Lessee's business hours. Lessor's obligations described herein shall not apply to any portion of Lessee's premises.
2. Maintenance by Lessee: Lessor shall not be responsible for any maintenance or repairs on Lessee's Leased Premises whatsoever except as stated in this Lease. Lessee shall maintain all buildings and improvements now or hereafter located on the premises in good condition. With respect to any and all buildings and improvements now or hereafter located on the premises, Lessee shall make at its own expense all repairs and improvements of any kind, in compliance with all city and state laws. Lessee covenants and agrees that all portions of its premises, other than buildings, other improved areas, sidewalks and landscaping, shall be paved and maintained as a parking area and Lessee shall paint stripes thereon indicating car parking spaces and to construct driveways, including curbs and sidewalks, and shall maintain same in good condition and repair. Lessee agrees to maintain, repair and keep in repair its driveways and parking areas. Lessee shall periodically resurface the lot to maintain such in good condition with a good quality surfacing material. Lessee shall keep the parking area free of all paper, debris, snow, ice and other refuse so as to keep the parking areas in a neat, clean and orderly condition. Lessee shall also maintain adequate lighting for the parking area and driveways, which lighting shall be kept on at night during Lessee's business hours.

- C. **BARRIERS** - Lessee shall have the right to define the boundaries of the Leased Premises subject to restrictions contained in the Lease. Lessor or Lessee shall not erect any barriers to prohibit or prevent the use of the other party's non-exclusive servitude rights as defined herein.
- D. **TITLE INSURANCE** - Lessor agrees that it has full right and authority to grant the servitudes for parking and access and utilities as outlined above and shall agree to cooperate in obtaining non-disturbance agreements, consents, waivers and any other agreements from lienholders, mortgagees, tenants or any other party with superior rights in order for Lessee to obtain affirmative title insurance coverage with respect to rights and servitudes granted Lessee herein.
- E. **HOLD HARMLESS** - Notwithstanding anything contained in this Agreement, it is specifically understood and agreed that Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance or management of the parking and driveway areas or common areas of the Shopping Center Property. Lessor shall manage, operate and maintain, at its own cost and expense the parking driveway and common areas. In addition, Lessor shall obtain an insurance policy or policies which will insure Lessee against injury to persons occurring in, on or about said parking areas and common areas of the Shopping Center Property in an amount not less than One Million (\$1,000,000.00) Dollars. Lessor shall provide proper certificates of insurance evidencing the foregoing covenants of Lessor which will provide proper notice of any change or cancellation of insurance coverage to Lessee.

IV. Adjacent Property Use: As a material inducement for the Lessee to enter into this Lease, the Lessor agrees that during the term or any extensions of this Lease, Lessor shall not lease, sell, use or occupy any portion of the Shopping Center Property described in Exhibit "B" for use as a fast food restaurant which derives more than fifteen (15%) percent or more of its gross revenues from the sale of hamburger and hamburger combinations. In addition, Lessor shall not engage in the following uses or activities upon the Shopping Center Property:

"Bar or lounge (except as part of a restaurant), a massage parlor, a bingo hall, a bowling alley, a movie theatre, an x-rated adult book store, x-rated adult video store (not to include a non-adult book or a non-adult video store), or a business selling fireworks, other explosives or other types of inherently dangerous materials."

V. Financing by Lessor: Lessee agrees to subordinate its interest in the premises to a holder of a mortgage now or hereafter placed by Lessor in good faith for valid business reasons against the premises, including any mortgage made by Lessor in connection with its financing of the Shopping Center Property; provided, however, that any such mortgagee shall execute and deliver to Lessee a recordable Non-Disturbance and

Attornment Agreement acceptable to Lessee and in accordance with Section VI prior to Lessee subordinating its leasehold interest to such mortgage and such mortgage shall not place any additional obligations upon Lessee.

VI. Non-Disturbance and Attornment: At any time during the term of this Lease, or any extension thereof, if Lessor mortgages this Lease pursuant to Section V, Lessor shall, prior to Lessee's subordination of its Leasehold Interest and prior to Lessor's recording of such mortgage, cause mortgagee to execute a Non-Disturbance and Attornment Agreement. The Non-Disturbance and Attornment Agreement shall be in a form acceptable to Lessee and shall state that such mortgagee shall not disturb the possession of Lessee or the leasehold mortgagee and shall attorn to the terms and conditions of this Lease so long as the Lessee or any such leasehold mortgagee is not in default under the terms hereof.

VII. Assignment or Transfer by Lessor or Lessee: No assignment or transfer of this Lease by the Lessor shall be binding on the Lessee unless the assignee or transferee shall assume and agree to be bound by the terms of the unrecorded Lease and this Agreement and until notice of assignment or transfer together with an executed copy of such transfer instrument or assignment is received by the Lessee.

The Lessee shall have the right to assign, subject or transfer any or all of its rights and privileges under this Lease provided, however, that no such assignment, subletting or transfer shall operate to relieve the Lessee of its obligations for the performance of all of the terms and conditions of this Lease, including the payment of the rent.

VIII. Miscellaneous:

- A. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms or provision to persons whose circumstances are other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- B. The parties hereto shall not be considered joint venturers nor partners and neither shall have power to bind or obligate the other except as stated herein.
- C. Notices - All notices to the Lessee shall be sent by registered or certified mail addressed to the Lessee, Attention General Counsel at its business offices at 17777 OLD CUTLER ROAD, P.O. Box 520783, General Mail Facility, Miami, Florida 33152, or at such other address as the Lessee shall designate in writing.

All notices to the Lessor shall be sent by registered or certified mail to the Lessor at:

EXHIBIT "A"

LEASEHOLD PARCEL

ONE CERTAIN PORTION OF GROUND SITUATED IN SQUARE 617, SECOND MUNICIPAL DISTRICT, CITY OF NEW ORLEANS, PARISH OF ORLEANS, STATE OF LOUISIANA & BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET & THE SOUTH RIGHT OF WAY LINE, OF NORTH ANTHONY STREET & MEASURE $N38^{\circ}44'07''E$, ALONG THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET A DISTANCE OF 118.42' TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET WITH SOUTH RIGHT OF WAY LINE OF CITY PARK AVENUE; THENCE MEASURE $N75^{\circ}15'42''E$, ALONG THE SOUTH RIGHT OF WAY LINE OF CITY PARK AVENUE, A DISTANCE OF 98.64' TO A POINT; THENCE MEASURE $S47^{\circ}18'52''E$, A DISTANCE OF 94.79 FEET TO A POINT; THENCE MEASURE $S38^{\circ}44'07''W$, A DISTANCE OF 191.26' TO A POINT ON THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET; THENCE MEASURE $N51^{\circ}13'33''W$ ALONG THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET, A DISTANCE OF 153.27' TO THE POINT OF BEGINNING & CONTAINING 27,672.54 SQUARE FEET OR 0.635 ACRE.

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EXHIBIT "B"

SERVITUDE PARCEL

ONE CERTAIN PORTION OF GROUND SITUATED IN SQUARE 617, SECOND MUNICIPAL DISTRICT, CITY OF NEW ORLEANS, PARISH OF ORLEANS, STATE OF LOUISIANA & BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET AND THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET AND BEING THE POINT OF BEGINNING MEASURE N 38°44'07"E, ALONG THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET A DISTANCE OF 118.42 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CITY PARK AVENUE, THENCE MEASURE N 75°15'42"E, ALONG THE SOUTH RIGHT OF WAY LINE OF CITY PARK AVENUE, A DISTANCE OF 98.64 FEET TO A POINT; THENCE MEASURE S 47°18'52"E, A DISTANCE OF 94.79 FEET TO A POINT; THENCE MEASURE N 37°07'21"E, A DISTANCE OF 47.08 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF TOULOUSE STREET; THENCE MEASURE S 51°34'43"E, ALONG THE WEST RIGHT OF WAY OF TOULOUSE STREET, A DISTANCE OF 167.79 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTH BERNADOTTE STREET, AND BEING THE NORTHWEST CORNER OF TOULOUSE STREET AND NORTH BERNADOTTE STREET, THENCE MEASURE S 38°44'07"W, ALONG THE NORTH RIGHT OF WAY LINE OF NORTH BERNADOTTE STREET, A DISTANCE OF 239.34 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET, AND BEING THE NORTHEAST CORNER OF NORTH BERNADOTTE STREET AND ST. LOUIS STREET; THENCE MEASURE N 51°13'33"W, ALONG THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET, A DISTANCE OF 319.73 FEET TO THE POINT OF BEGINNING & CONTAINING 67,459.62 SQUARE FEET OR 1.548 ACRES MORE OR LESS.

Less and except:

ONE CERTAIN PORTION OF GROUND SITUATED IN SQUARE 617, SECOND MUNICIPAL DISTRICT, CITY OF NEW ORLEANS, PARISH OF ORLEANS, STATE OF LOUISIANA & BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET & THE SOUTH RIGHT OF WAY LINE, OF NORTH ANTHONY STREET & MEASURE N 38°44'07"E, ALONG THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET A DISTANCE OF 118.42' TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF NORTH ANTHONY STREET WITH SOUTH RIGHT OF WAY LINE OF CITY PARK AVENUE; THENCE MEASURE N 75°15'42"E, ALONG THE SOUTH RIGHT OF WAY LINE OF CITY PARK AVENUE, A DISTANCE OF 98.64' TO A POINT; THENCE MEASURE S 47°18'52"E, A DISTANCE OF 94.79 FEET TO A POINT; THENCE MEASURE S 38°44'07"W, A DISTANCE OF 191.26' TO A POINT ON THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET; THENCE MEASURE N 51°13'33"W ALONG THE EAST RIGHT OF WAY LINE OF ST. LOUIS STREET, A DISTANCE OF 153.27' TO THE POINT OF BEGINNING & CONTAINING 27,672.54 SQUARE FEET OR 0.635 ACRE.

Registered in
Conveyance Office

Book 825 Folio 222
New Orleans: 2/15/89

GASPER & SCHIRO

A. Schiro
Dt. Clk.

INSTR. No. 1579
CONVEYANCE OFFICE
PARISH OF ORLEANS

790288 FEB 14 89

FILED
NOTARIAL RECORDS
PARISH OF ORLEANS

SEE PLAN 790288 IN

~~Part 4~~

~~C13 - D11~~

C21 ~~DA P7~~ DS P3

CERTIFIED RESOLUTION

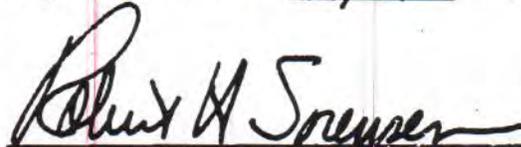
RESOLVED, that the resolution passed by this Board on March 30, 1978, authorizing and empowering the Vice President, Real Estate, to execute and deliver contracts and other documents on behalf of the corporation and its subsidiaries as the same pertain to the acquisition of real estate for BURGER KING® restaurant sites, whether the same be by lease or purchase, and further authorizing and empowering the Vice President, Real Estate, to execute and deliver grants of easements and rights of way affecting BURGER KING® restaurant sites when the same are necessary for the acquisition and/or improvement of the subject sites be amended as follows:

RESOLVED, that the Board of Directors of Burger King Corporation hereby authorizes and empowers the Vice President - Corporate Development, or any other Vice President, to execute and deliver contracts and other documents on behalf of the corporation and its subsidiaries as the same pertains to the acquisition of Real Estate for Burger King Corporation sites, whether the same be by lease or purchase, and it is

FURTHER RESOLVED, that the Vice President - Corporate Development or any other Vice President is hereby authorized to execute and deliver grants of easements and rights of way affecting restaurant sites when the same are necessary for the acquisition and/or improvements of the subject sites.

I, ROBERT H. SORENSEN, Secretary of Burger King Corporation, a Florida corporation, hereby certify that the foregoing is a true and correct copy of the resolution duly adopted by the Board of Directors of Burger King Corporation at a meeting duly held at the offices of The Pillsbury Company on the 28th day of August, 1985, at which a quorum was present throughout and that said resolution was affirmed and made a matter of record.

IN TESTIMONY WHEREOF, I have hereunto affixed my official signature and the seal of said Corporation this 9th day of May, 1988.


Robert H. Sorensen
Secretary

790288 FEB 14 99

FILED
CLERK OF COURT
MAY 14 1988

c/o Commercial Ventures Limited
14 Rue Royale
Metairie, Louisiana 70002

with a copy to:

Stone, Pigman, Walther, Wittmann & Hutchinson
546 Carondelet Street
New Orleans, Louisiana 70130-3588
Attention: Michael R. Schneider

with a copy to:

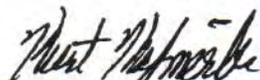
A. Albert Gardes, Jr.
c/o Gardes Development Group, Ltd.
4844 Purdue Drive
Metairie, Louisiana 70003

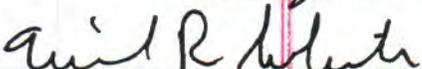
or at such other address as the Lessor shall designate in writing. Notwithstanding any provisions in this Lease to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either party to the other. All payments to the Lessor under the terms of this Lease shall be made at the address designated for notices to the Lessor.

- D. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire Agreement of the parties which incorporates prior written or oral understanding.
- E. This Agreement shall be binding upon the parties, their heirs, successors or assigns.
- F. The parties agree and acknowledge that the term "easement" as used throughout this Agreement and any other related documents shall also be deemed and construed to include the term "servitude".

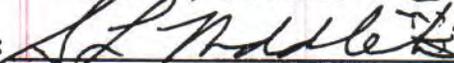
IN WITNESS WHEREOF, Lessor has caused this instrument to be executed on this 14 day of February, 1989.

WITNESS:


Print Name: Mr. + Mrs. Middleton


Print Name: Michael R. Schneider

PARK AVENUE PLACE PARTNERSHIP
By: Commercial Ventures,
Limited, Partner

By: 
Stanton L. Middleton, III
President

FILED
FEB 14 1989
OFFICE OF
CLERK OF COURTS
PARISH OF ORLEANS

Hunt Hoffmeister
Print Name: Hunt Hoffmeister

Michael R. Schneider
Print Name: Michael R. Schneider

By: Gardes Development Group,
Ltd, Partner

By: *A. Albert Gardes, Jr.*
A. Albert Gardes, Jr.,
President

IN WITNESS WHEREOF, Lessee has caused this instrument to be
executed on this 13 day of February, 1989.

WITNESS:

BURGER KING CORPORATION, a
Florida corporation

Marlene T. Friel
Print Name: MARLENE T. FRIEL

By: *Eugene Feola*
Print Name: EUGENE FEOLA
Title: Vice President

Valerie Moody Young
Print Name: VALERIE MOODY YOUNG

Attest: *Thomas G. Archer*
Print Name: THOMAS G. ARCHER
Title: Assistant Secretary

(SEAL)

FILED
CLERK OF
COUNTY OF
FLORIDA
790283 FEB 14 89

A C K N O W L E D G M E N T

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 14 day of February, 1989, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and County indicated above, and in the presence of the undersigned competent witnesses, personally came and appeared: STANTON L. MIDDLETON, III, and A. ALBERT GARDES, JR., who being duly sworn, declared that they are the Presidents of COMMERCIAL VENTURES, LIMITED and GARDES DEVELOPMENT GROUP, LTD., respectively, General Partners of PARK AVENUE PLACE PARTNERSHIP, a Louisiana general partnership and that they freely and voluntarily signed the foregoing Memorandum of Lease and Servitude and Restrictive Covenant Agreement attached hereto in such capacity for the purposes and considerations expressed therein.

Witnesses:

West H. ...
...

[Signature]
STANTON L. MIDDLETON, III
[Signature]
A. ALBERT GARDES, JR.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:
at death

A C K N O W L E D G M E N T

STATE OF FLORIDA
COUNTY OF DADE

On this 13th day of February, 1989, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and County indicated above, and in the presence of the undersigned competent witnesses, personally came and appeared: EDGENE FEOLA, who being duly sworn declared that he is the VICE President of BURGER KING CORPORATION and that he freely and voluntarily signed the foregoing Memorandum of Lease and Servitude and Restrictive Covenant Agreement attached hereto in such capacity for the purposes and considerations expressed therein.

Witnesses:

[Signature]
[Signature]

[Signature]
SIGNATURE

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:

FILED
NOTARY PUBLIC
COUNTY OF DADE
FLORIDA
FEB 14 1989

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 21, 1989
BONDED THRU GENERAL INS. UND.

CERTIFICATE OF RESOLUTION AND INCUMBENCY

I, Thomas G. Archer, Assistant Secretary of Burger King Corporation, a Florida corporation, do hereby certify that the attached Certified Resolution certified by Secretary Robert H. Sorensen on the 9th day of May, 1988, is a true and correct copy of a Corporate Resolution passed by the Board of Directors of the corporation on the 30th day of March, 1978 and that EUGENE FEOLA who executed the Memorandum of Lease and Servitude and Restrictive Covenant Agreement to which this Certificate and the Resolution are attached was a Vice President of the corporation on the date that he executed said document pursuant to said Resolution, and said Resolution has not been revoked, rescinded or amended and it is spread on the minutes of the corporation.

Witnesses:

BURGER KING CORPORATION

Valerie Mooyoung
Print Name: VALERIE MOOYOUNG

Attest: Thomas G. Archer
Thomas G. Archer
Assistant Secretary

Margaret T. Friel
Print Name: MARGARET T. FRIEL

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing Certificate was acknowledged before me this 13th day of February, 1989, by Thomas G. Archer, Assistant Secretary of Burger King Corporation, a Florida corporation on behalf of the corporation.

Truemin Chin
Notary Public
State of Florida at Large
Print Name: Truemin Chin
My commission expires: 8/21/89

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 21, 1989
BONDED THRU GENERAL INSURANCE

FILED
NOTARY PUBLIC RECORDS
790283131489

City Planning Commission Speaker Card

Date: 11/11/25

I would like to speak regarding CPC Docket: 061/25

IN SUPPORT

Name: Gretchen Chase

Address: 4748 St. Roch Ave

- 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: *Gretchen Chase*

City Planning Commission Speaker Card

Date: 11/11/25

I would like to speak regarding CPC Docket: 061/25

IN SUPPORT

Name: Edgar "Dook" Chase

Address: 4748 St. Roch Ave NOLA 70128

- 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.

Edgar P. Chase