

AGREEMENT

NON-RESIDENTIAL OFF-SITE PARKING

THIS AGREEMENT, shall become effective upon its full execution by the First Party and the Second Party to the City of New Orleans to satisfy the requirements of Section 22.4.A, Table 22-1 of the Comprehensive Zoning Ordinance of the City of New Orleans (New Orleans Municipal Code, Section 5-406) relating to non-residential off-site parking and to secure necessary building and use permits in such connection, recite that:

WHEREAS, the First Party is the owner of the property herein called the "Parking Site" and located at 932 Howard Avenue, New Orleans, LA 70113.

WHEREAS, the First Party has agreed that fourteen (14) legally established parking spaces served by valet service on the Parking Site shall be leased to provide required off-street parking spaces for a building or use on property owned or occupied by the Second Party, herein called the "Principal Building Site", located at _1426 Baronne Street, New Orleans, LA 70113__.

and

WHEREAS, Section 28.8.B.2.a of the Comprehensive Zoning Ordinance of the City of New Orleans provides as follows:

When parking is provided on a lot other than the lot of the use, the following conditions shall apply:

- A. Vehicle parking for a non-residential use must be located on the same lot or a separate lot within three-hundred (300) feet of the use served (22.8.B.2.a). The maximum three-hundred (300) foot distance restriction does not apply to valet parking (22.8.B.2.a.iv.A).
- B. If the off-site parking is no longer available, the Second Party has one-hundred eighty (180) days from that date to accommodate all required off-street parking or to apply for a variance. If the Second Party is unable to accommodate the parking or fails to apply for a variance, then the certificate of occupancy will be revoked. The certificate of occupancy may be reinstated when the required parking is provided, a variance is approved, or a new parking agreement is filed with the Department of Safety and Permits and the Office of Conveyances.

NOW, THEREFORE, the First Party and Second Party agree with each other and the City of New Orleans as follows:

1. The First Party and Second Party agree that the Second Party shall pay a rental fee in the amount of Forty (40) dollars plus all applicable taxes, for use of One (1) overnight parking space at the Parking Site. "Overnight" shall be defined as a maximum period of Twenty-Four (24) hours, commencing on the receipt of the Second Party's vehicle at the Principal Building Site by the First Party's valet employee, and concluding on the Second Party's request for said vehicle to be returned back to the Principal Building Site by the First Party's valet employee.
2. The First Party and the Second Party agree that the First Party reserves the right to terminate or revoke the lease of the Parking Site without cause.



Chelsey Richard Napoleon
 CLERK OF CIVIL DISTRICT COURT
 INST #: 2022-05010 02/04/2022 10:01:21 AM
 TYPE: AGREE 5 Pg(S)
 CIN#: 705797

3. The Second Party hereby agrees that upon termination of the lease of the Parking Site, other off-street parking spaces will be procured by the Second Party, with no responsibility to the First Party, to replace the required spaces of the Parking Site; or the use on the Principal Building Site which requires such spaces will be terminated.
4. The Second Party agrees that if the Parking Site is to be diverted or converted to any use other than off-street parking, he/she will immediately notify the Director of the Department of Safety and Permits of his/her intention to provide other parking, seek a variance, or terminate the use; and that he/she will obtain all necessary permits to establish required parking in a timely manner if he/she intends to continue the use.

[SIGNATURES ON FOLLOWING PAGES]

STATE OF LOUISIANA
COUNTY / PARISH OF ORLEANS

WITNESSES:

Tashi Young
(PRINT NAME) TASHI YOUNG

George Demers
(PRINT NAME) GEORGE DEMERS

First Party – Owner of Parking Site

BY: *Glenn Scheuermann*
(PRINT NAME) GLENN SCHEUERMANN

Sworn to and subscribed before me, Notary, on this 23rd day of July, 2021


John Stevens, Jr.
Notary Public
Notary Bar / ID Number: 1995
Commission Expires: AT DEATH




STATE OF Louisiana
COUNTY / PARISH OF Orleans

WITNESSES:

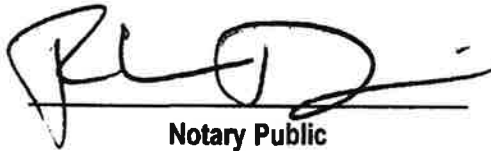

(PRINT NAME) Samantha Cooper


(PRINT NAME) Rocca Valdivia

Second Party – Owner or Occupant of
Principal Building Site

BY: 
(PRINT NAME) Nicholas Bruce

Sworn to and subscribed before me, Notary, on this 3rd day of February, 2021



Notary Public

Notary Bar / ID Number: _____

Commission Expires: _____

ROBERT J. DAIGRE

Notary Public

LA Bar #23016

MY COMMISSION IS FOR LIFE

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



Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2022-05010

Recording Date: 2/4/2022 10:01:21 AM

Document Type: AGREEMENT

Addtl Titles Doc Types:

Conveyance Instrument Number: 705787

Filed by: 1424 BARONNE ST
1424-26 BARONNE ST
NEW ORLEANS LA 70113

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Courtney Rice



Courtney Rice, Deputy Clerk
A True and Correct Copy
Chelsey Richard Napoleon, Clerk, Civil District Court