

COOPERATIVE ENDEAVOR “GOOD
NEIGHBOR” AGREEMENT

UNITED STATES OF AMERICA

BY AND BETWEEN

THE NEW ORLEANS BUILDING
CORPORATION

STATE OF LOUISIANA

AND

PARISH OF ORLEANS

THE FAUBOURG MARGINY
IMPROVEMENT ASSOCIATION

INTRODUCTORY NOTE: Though there are important funding, business plan, security, maintenance, access and park governance issues that still need to be worked out for the park as a whole, the FMIA and its constituents are committed to working with NOBC and other constituencies in going forward on the work needed to make the Crescent Park a successful project.

However, FMIA and its constituents are agreeable to permitting the NOBC’s proposed taking of the Mandeville Street Wharf out of park use, and instead permitting use of it as a commercial event venue, only if it is subject to the number, parking, noise and access restrictions along the lines of what is proposed in this agreement, each of which is designed to define and to limit the noise, parking and access burdens imposed on the neighborhood residents and constituents of the FMIA. Moreover, this Wharf (which is the only park space adjacent to the Marigny neighborhood) must continue to include the park recreational facilities, including playground for the children, that were promised to the public and the residents of the Marigny in the public meetings and presentations on this project. Within these constraints, FMIA and its constituents seek to work with NOBC to come to closure on the agreement on NOBC’s proposed additional use of the Mandeville Street Wharf for commercial events.

BE IT KNOWN that on the dates set forth below, before me, the undersigned notary public, duly commissioned and qualified for the Parish and the State, and in the presence of the undersigned competent witnesses, personally came and appeared:

The City of New Orleans (the “City”), by and through the New Orleans Building Corporation (the “NOBC”) (TIN 72-1503187), its successors, assignees and sub-lessees including anyone subsequently delegated, assigned or otherwise granted control over the Project or Special Events described herein,¹ duly organized and existing under the laws of the State of Louisiana, having a permanent mailing address at **2 Canal Street, Suite 1843, New Orleans, LA 70130** represented herein by **C. Ray Nagin** its **President and Chairman**;

and

The Faubourg Marigny Improvement Association (TIN _____) (the “**Association**”), a nonprofit corporation organized and existing under the laws of the State of Louisiana, represented herein by _____, its President;

who enter into this Cooperative Endeavor “Good Neighbor” Agreement (the “Agreement”).²
They declare and acknowledge as follows:

¹ Included highlighted text because need to be able to enforce limits herein regardless of who ultimately operates the project or special events.

² Put in form of “Cooperative Endeavor Agreement” for a “public purpose” because believe this form is required to have an enforceable agreement with a public agency like NOBC. If there is legal authority for enforcement in form of a “good neighbor” agreement, please provide and we will consider.

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, pursuant to the authority contained in Article 7, Section 14 of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions may enter into agreements with each other, or with any public or private corporation or individual for a public purpose; and further, pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City, its political subdivisions and related public benefit corporations, including the NOBC, may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City, by and through the NOBC pursuant to Article X, Section X.10 of the Cooperative Endeavor Agreement (“the CEA”) between the City and the Port of New Orleans dated 15 November 2006, is developing the Reinventing the Crescent Downriver Park (the “Project” or “Crescent Park”), a major component and first phase of the overall Reinventing the Crescent Development Plan published 27 February 2008; and

WHEREAS, the Project will reconnect the city to its riverfront, provide linear access along the riverfront, offer compelling new architecture, and create places for recreation, civic gathering, cultural amenities and natural habitat; and

WHEREAS, with the Project, the City aspires to create greater prosperity and lasting economic growth by transforming its riverfront, and thereby fundamentally increasing the quality of life in proximate neighborhoods and throughout the city; and

WHEREAS, the Project includes the adaptive re-use of the Mandeville Wharf, over ~~forty~~twenty (40~~20~~) acres of public open space including 1.4 miles of continuous linear pathway and gardens, and the adaptive re-use of the Piety Wharf. The Project incorporates customary park amenities such as recreational facilities, playgrounds, seating, lighting, fencing, security systems, parking and the like; and

WHEREAS, the Project includes all riparian parcels of immovable property, and wharves thereon, bounded by the downriver-most edge of Elysian Fields Avenue and the downriver-most edge of Mazant Street from the ordinary low stage of the Mississippi River to the waterside curb of South Peters Street between Elysian Fields Avenue and St. Ferdinand Street, to the floodwall between St. Ferdinand Street and Piety Street, and to the waterside curb

of Chartres Street between Piety and Mazant, in which the City now holds or hereafter acquires a leasehold or ownership interest, all pursuant to the CEA, in whole or in part (the "Property"); and

WHEREAS, the City Council initiated the rezoning of the Property from HMLI-Historic Marigny/Treme Light Industrial District and LI-Light Industrial to P-Park and Recreation with Motion No. 09-366 on 23 July 2009; ~~and~~ **WHEREAS**, ~~it is not the policy of the City to place regulations within the zoning of the Property that restrict use or operations beyond that which is codified in applicable City ordinances;~~³ and

WHEREAS, the Association is an officially recognized neighborhood association, as defined by its By-laws, dated _____, for the Faubourg Marigny Neighborhood, adjacent to a portion of the Project, attached hereto as Exhibit A; and

WHEREAS, the Association warrants to represent the sometimes divergent views of its constituents with respect to the City, the NOBC and the Project, and that the Bylaws of the Association provide for democratic elections by the general membership of a Board of Directors which Board members vote on official positions taken by the Association, and further certifies by the attached Resolution (Exhibit B) that the President, on behalf of the Board of Directors, is duly-authorized to enter into this Agreement; and

WHEREAS, the Association undertakes numerous acts for ~~ei~~iviepublic purposes, including but not limited to working to preserve and enhance the architecture, culture, and certain public spaces of a National Historic District, the Faubourg Marigny; and

WHEREAS, the Project will include the adaptive reuse of the Mandeville Street Wharf, including making it able to be used for Special Events, defined as any event in which the expected attendance will be greater than 200 people; and

WHEREAS, the Special Events will impose a parking, vehicular circulation, and noise burden on the constituents of the Association, who live and work in the historic neighborhood that is directly adjacent to the Mandeville Street Wharf;⁴ and

³ Took out references suggesting that city zoning does not place any restrictions on uses of property within a park. That is inaccurate, particularly when proposed use is as a commercial event/entertainment venue placed next to a residential area that would otherwise be subject to zoning requirements applicable to that use.

⁴ It is factually accurate that special event use will impose a substantial burden on the constituents of the FMIA, and this should be included to explain the consideration and to put in context the terms and very reasons for this agreement.

WHEREAS, the Association, interested neighbors and the NOBC have met multiple times throughout the Reinventing the Crescent design process, during which the Association and neighbors have expressed support for the Project as well as a desire to safeguard quality of life with regard to park access and use, noise, vehicular circulation and parking associated with the Project and any Special Events ~~(as defined in Section V, item a)~~; and

WHEREAS, the NOBC and the Association have made good-faith efforts to resolve the Association's quality of life concerns, including through the limitations expressed in this Agreement; and

WHEREAS, with the Project, the NOBC and the Association mutually desire to safeguard, preserve and enhance the quality of life citywide and in the adjacent neighborhoods; and

WHEREAS, this Agreement is being entered into to further public purposes, including the economic development and adaptive reuse of the Mandeville Street Wharf as a venue for periodic use for Special Events, with those lease funds to be dedicated to funding and maintaining the Crescent Park and mitigating trash, parking, access and other burdens associated with this redevelopment and use on the National Historic Districts (Marigny and Bywater) adjacent to the Crescent Park.⁵

NOW, THEREFORE, in consideration of the mutual benefits and exchange of consideration associated with the Project (including the constituents of the Association agreeing to bear the parking, noise and traffic burdens associated with Special Events), the other covenants and agreements expressed herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the NOBC and the Association hereby establish, dedicate and impose the following additional regulations and contractual terms:

I. Noise⁶

⁵ The public purposes underlying this agreement should be made explicit, including that the special event money is to be dedicated to public improvements and maintenance.

⁶ The City's noise ordinance includes exemptions for permitted concerts and other events, and NOBC rejected use of set decibel limits proposed by FMIA. In light of this, the full impact of the noise from Special Events on the neighborhood, including any possible mitigation strategies, is impossible to judge at this stage. The noise (and other restrictions) may be revisited after this facility has operated for a year and if the operator

- a. The City's Noise Ordinance is defined by Chapter 66, Article IV, Section 66 of the City Code (Exhibit C). The NOBC ~~agrees~~and any operator and lessee agree to diligently comply with the current municipal Noise Ordinance.
- b. The NOBC ~~further agrees that any Special Event or activity which emits noise, as measured at the Riverside curb of the nearest residence, which exceeds a level set at five (05) decibels less than the maximum provided for in the City's applicable then current Noise Ordinance shall end no later than 10:30 PM Central Time Sunday through Thursday and no later than~~ midnight on Friday & Saturday. Special Events that include amplified music or that are otherwise anticipated to generate noise that may impact the adjacent neighborhood can be held only on Friday or Saturday, and must be concluded by no later than 10:00 pm.
- c. ~~The NOBC and the City agree to use diligent efforts to enforce these noise restrictions, including adding these noise restrictions to any contract leasing the use of the Mandeville Street Wharf for Special Events, and requiring the law enforcement security for the Special Event to shut the event down if it violates these restrictions.~~
- d. Repeated violation of these noise restrictions entitles the Association to have a court enjoin and prohibit further use of the Mandeville Street Wharf for any amplified concerts or other category of Special Events that is causing the noise violations.

II. Parking⁷

- a. ~~P Park and Recreation zoning, with regulations set forth in Article 10, Section 10.4 of the City's Comprehensive Zoning Ordinance (the "CZO"), does not require any parking spaces for daily use. Furthermore, Article 15 of the CZO No. 4264 M.C.S. as amended, provides regulations for off street parking and does not establish any requirements for the daily use of an adjacent park. However, the~~The NOBC agrees to

shows itself to be a good neighbor in fact by mitigating or eliminating noise, parking and access burdens imposed on the neighborhood.

⁷ Since NOBC rejected FMIA's proposal of on-site parking (defined as parking at the Esplanade or Mandeville Street Wharfs), the parking for Special Events is expected to impose a substantial burden on the neighborhood. The full impact of that burden, including the success of any possible mitigation strategies, is impossible to judge at this stage. The limit on number of Special Events (and other restrictions) may be revisited after this facility has operated for a year and if the operator shows itself to be a good neighbor in fact by mitigating or eliminating noise, parking and access burdens imposed on the neighborhood.

provide a minimum of 180 proximate parking spaces, as more fully depicted in Exhibit D, for full time use of the Project ~~as fully described in (i) Exhibit D, (ii) and the study of similar parks in the city and throughout the nation (Exhibit E), and (iii) Urban Systems Inc.'s Parking evaluation (Exhibit F).~~

- b. ~~Special Events are permitted in the P-Park and Recreation zoning district. Neither the P Park and Recreation zoning regulations, nor Article 15 of the CZO which governs off street parking, require parking provisions for Special Events. However, the~~The NOBC acknowledges the parking demand that Special Events create and therefore agrees to the following parking management strategies:

i. 1) Provide parking at proximatethe currently available closest public facilities, currently providingas shown in Exhibit G, consisting of the over one thousand (1000) proximate spaces, as shown in Exhibit G;parking spaces. Many of these spaces are in current use, and NOBC agrees to acquire the maximum number of spaces needed for use during Special Events.

ii. 2) Actively encourage the use of alternative transportation including public transit, bicycle and walking for Special Events. The NOBC will explore a variety of strategies including public outreach and information, fare reductions, bicycle and pedestrian access;

iii. 3) Create event specific parking management plans utilizing the Parking Management Plan Guidelines provided in Exhibit H.

- c. The Association agrees to actively support the NOBC's efforts to lease or acquire the City owned parking lots on Elysian Fields located on portions of 3rd Municipal District Squares 3 and 6, as well as any future efforts to construct structured parking at this location. ⁸

- d. The NOBC agrees to actively support the Association's efforts to adopt and implement a residential parking management program and district in the Marigny

⁸ The understanding is that the revenue from these lots will be dedicated to park maintenance and operations.

(with funds from parking in the district dedicated to enforcement and improvements and maintenance within the parking district).⁹

III. Vehicular Circulation

- a. ~~Although~~ Urban Systems, Inc. concludes that the associated circulation of vehicles for the Project during normal use as a park (which does not include Special Events) will not adversely impact the adjacent neighborhoods (Exhibit I), ~~at the written request of the Association, the NOBC will support a Residential Parking Program if the residents in the affected area so desire, in accordance with the provisions set forth in City Code of Ordinances Chapter 154, Article VIII, Division 10 Residential Permit Parking ProgramH).~~
- b. Moreover, the NOBC agrees to also implement reasonable plans for the orderly egress of vehicles associated with periodic Special Events, causing peak traffic to flow onto larger streets such as North Peters Street and Elysian Fields Avenue.
- c. For Special Events, sufficient personnel will be provided to direct traffic to and from the ~~on-site~~ parking provided for the Special Event.

IV. Security and Maintenance

- a. The NOBC shall provide security patrol on a 24-hour basis, seven days a week, as well as enhance and support the patrol with an electronic surveillance system.
- b. ~~a. P-Park and Recreation zoning regulations do not require the provision of security. However, the NOBC shall provide security patrol on a 24 hour basis, as well as enhance and support the patrol with an electronic surveillance system. Special Events will require the presence of an appropriate number of officers from the New Orleans Police Department (NOPD) or other law enforcement organization, such as but not limited to the Louisiana State Police.~~
~~b. At the written request of the Association, the NOBC will support efforts to secure a dedicated millage sufficient to fund, in whole or in part, the operations, maintenance and capital replacement costs of the Project.~~

⁹ The intent is that one of the benefits of the parking district is that it will mitigate the effects of special event parking, and that may be able to revisit the number limits on special events once this district is in operation and mitigating these parking impacts.

~~Contains Protected Attorney-Client Work Product~~

~~The NOBC will seek to generate revenue to fund, in whole or in part, the Project's operating and maintenance expenses, as well as its capital replacement costs, from various sources such as for example but not limited to: parking fees, Special Event ticket sales or ticket surcharges, catering, leasing, a dedicated millage, public grants, private philanthropic donations and fund raising activities of a "Friends of" organization~~

V. Special Events: Frequency, and Size and Park Access

- a. Special Events are defined as any event scheduled for the Mandeville Street Wharf in which the expected attendance is greater than ~~two thousand four hundred (2400) people. Special Events~~ 200.¹⁰ Other than Special Events held during Mardi Gras or French Quarter Festival, no Special Event shall exceed ten hours in duration for the event, with up to twenty-six hours for set-up and take-down (total of thirty-six hours maximum). Any Special Event must be concluded by no later than 10:00 pm.
- b. Special Events are an important source of money ~~that can~~, and the revenues from those Special Events are specifically dedicated and limited to fund repairs, maintenance and capital replacement for the Crescent Park and to mitigating trash, parking, access and other burdens associated with this redevelopment and use of the Crescent Park and Special Events on the National Historic Districts (Marigny and Bywater) adjacent to the Crescent Park.
- c. Special Events held during (i) Mardi Gras (defined as the Friday before Fat Tuesday ~~through~~ to Fat Tuesday); (ii) French Quarter Festival (defined as the Friday, Saturday and Sunday of the weekend of the French Quarter Festival); shall not be included in the limits on the permitted yearly number of Special Events set forth below.
- d. Based on availability ~~and as permitted by law~~, the Association ~~may~~ is also entitled to lease the Mandeville Street Wharf for onea Special Event annuallyonce a year at the nominal charge of one dollar plus the reasonable and documented direct costs incurred by the NOBC for insurance, staff, security, utilities and the like directly associated with the use of the Mandeville Street Wharf for that Special Event. The Association may use ~~thesethis~~ this Special ~~Events~~ Event for any lawful purpose permitted by its By-Laws and its 501(c)(3) status, including fund-raising for the

¹⁰ This number was set because this additional attendance will start triggering parking burdens on the neighborhood. There may be some room to adjust, but not much, as the Crescent Park will otherwise still be in use, and thus imposing its regular parking burden during the special events.

Association. The Special Events Event for the Association shall not be included in the limits on the permitted yearly number of Special Events set forth ~~herein~~below.

- e. The Crescent Park Improvement Association is entitled to 10% of the lease proceeds from Special Events. The NOBC agrees to account for and pay the Association these proceeds no less than once a quarter. The Crescent Park Improvement Association will use these funds for its operations and to mitigate trash, parking, access and other burdens associated with this redevelopment and use of the Crescent Park and Special Events on the National Historic Districts (Marigny and Bywater) adjacent to the Crescent Park.¹¹
- f. The NOBC may permit up to ten Special Events a year, no more than five of which may have expected attendance greater than 1,000.¹²
- g. The Association and NOBC agree to revisit in good faith the limits on Special Events set forth in this Agreement once the facility has been in operation for one year and has developed a track record demonstrating whether and, if so, how it mitigates the noise, parking and access burdens imposed by the Special Events.

VI. Mandeville Street Wharf – Park Use and Access

- a. ~~e.~~The NOBC agrees that public access to the Project will be maintained at the Esplanade and Marigny ramp during Special Events, it being explicitly understood

¹¹ The lack of a business plan has raised concerns over how the Crescent Park will be maintained and managed, including mitigating the impacts of this use on the adjacent National Historic Districts of the Marigny and the Bywater. This also has led to thinking over developing a “best practices” governance structure for the Crescent Park that includes representatives from all of the affected constituencies. The dedicated funds are for an important public purpose that is in lieu of money the City would otherwise be required to spend directly. It also corresponds to the areas likely to be impacted by the special events and similar uses, and enhances and maintains the areas adjacent to the Crescent Park.

¹² The FMIA had proposed permitting a substantially higher number of special events if the NOBC provided on-site parking for those events (defined as parking at the Esplanade or Mandeville Street Wharfs). The NOBC rejected this. As stated elsewhere, the full impact of the burdens from special events, including the success of any possible mitigation strategies, is impossible to judge at this stage. The FMIA and its constituents have no interest in addressing ad-hoc requests to extend this limit. Rather, the limit on number of special events (and other restrictions) may be revisited *after* this facility has operated for a year and *if* the operator shows itself to be a good neighbor n fact by mitigating or eliminating noise, parking and access burdens imposed on the neighborhood.

~~that and/or a public ramp access will be added at Spain Street that permits access to the Project during Special Event itself may be restricted. Events.~~¹³

- ~~f. Public or private events may be held on the Property provided, however, that the NOBC shall not allow more than twenty four (24) events per year and no more than three (03) events in any calendar month.~~
- ~~g. If the NOBC desires to host more than three (03) Special Events in a calendar month or more than twenty four (24) event per year, then it shall be required to obtain prior written consent from the Association, which consent shall not be unreasonably withheld. If such written consent is required, the NOBC shall request permission from the Association's Board of Directors at least thirty (30) days before such event by providing written notice (the "Notice") to the Association containing the following information: (i) a general description of the event, (ii) the identity of the person(s) conducting the event, (iii) the anticipated number of attendees at the event, (iv) the anticipated hours of the event, (v) the date(s) of the event and (vi) its operational plan for how the event will address the issues of noise, parking and traffic circulation.~~
- ~~h. The Association shall have ten (10) days from the date of Notice to deliver written notice of its approval or disapproval to the NOBC. The Association shall be deemed to have granted its consent unless NOBC shall have received a response from the Association to the NOBC's written notice within such ten (10) day period.~~
- ~~i. Any notice, demand, approval or disapproval, or consent required hereunder (hereinafter, collectively, any "Notice") shall be in writing, and any such Notice shall be sent to the Association or the NOBC by registered or certified mail, return receipt requested, electronic mail, hand delivery, or by overnight delivery, postage prepaid, to the address in the United States of America as such party may designate from time to time by notice to the other or to the registered address of~~

¹³ It is critical that park access be maintained adjacent to the Marigny regardless of the use of the Mandeville Street Wharf for Special Events. The highly preferred approach is to add a ramp around Spain or Franklin, since there is currently only one access point (Marigny Street) adjacent to the Marigny, and the next planned access point is at Piety.

~~the party in the event no such address is provided. In the event such Notice is given or delivered by hand delivery, the date of actual delivery shall fix the time thereof. In the event Notice is given or delivered by other means, it shall be deemed to have been provided on the earlier of (i) immediately after having been sent by electronic mail, (ii) forty eight (48) hours after having been sent as certified or registered mail by the United States Postal Service, postage prepaid, return receipt requested, to the address of such party which is set forth hereinabove or to such other address in the United States of America as such party may designate from time to time by notice to the other, or (iii) twenty four (24) hours after having been sent, delivery charges prepaid, via Federal Express or similar overnight delivery service to the address of such party which is set forth herein above, or to such other address in the United States of America as such party may designate from time to time by notice to the other.~~

- b. Special Events may bar public access only from the currently covered part of the Mandeville Street Wharf.¹⁴ Public access from this area may be barred only during the Special Event and a reasonable amount of time to set up and take down any stage or related items provided with the Special Event, but in no event may the total time of barred public access exceed a thirty-six hour period per Special Event.
- c. The non-covered part of the Mandeville Street Wharf shall include the park recreational facilities, including playground for the children, that were promised to the public and the residents and children of the Marigny in the public meetings and presentations on the Project.¹⁵

VII. General Provisions of the Project

¹⁴ The Mandeville Street Wharf must provide in its non-covered spaces the promised park recreational and child playground facilities previously promised. This is the only park area adjacent to the Marigny; absent setting aside this area for park use, the constituents of the Marigny have no reason to support use of the Mandeville Street Wharf for special events. It is also not appropriate to exclude public access to these park facilities, which are for the children and residents of the Marigny and anyone else who wishes to come to this facility.

¹⁵ See footnote above.

- a. The success of the Project depends on securing sufficient, long-term, stable sources of funding to support security, maintenance, operations, and capital replacement and improvements for the park and its attendant facilities that are being put in place by the Project.
- b. The NOBC agrees to provide the Association and public its detailed business plan as soon as practicable, but by no later than March 31, 2010, and to seek to acquire a qualified operator for the Project, preferably the Audubon Institute, for the Project as soon as practicable.
- c. The Association agrees to actively support NOBC and other constituencies in acquiring funding, in whole or in part, for the Project's operating and maintenance expenses, as well as its capital replacement costs, from various sources including but not limited to: the preferred source of a dedicated millage, and other secondary sources such as parking fees (but not fees from any special parking district created in the Marigny), Special Event ticket sales or ticket surcharges, catering, leasing, public grants, private philanthropic donations and fund raising activities of a "Friends of" organization. NOBC agrees that the need to use the Mandeville Wharf for Special Events (which use takes the leased space out of park use for the leased periods) will lessen to the extent park funding is acquired from other sources.
- d. The operation of the Crescent Park will be overseen by the Crescent Park Improvement Association.¹⁶ The Crescent Park Improvement Association will consist of one member from the Faubourg Marigny Improvement Association, one resident or business owner in the Marigny, one member from the Bywater Neighborhood Association, one resident or business owner in the Bywater, one member from a French Quarter neighborhood organization, to alternate between French Quarter Citizens and Vieux Carré Property Owners, Residents, and Associates (VCPORA), and one resident or business owner in the French Quarter, and one

¹⁶ The lack of a business plan has raised concerns over how the Crescent Park will be maintained and managed, including mitigating the impacts of this use on the adjacent National Historic Districts of the Marigny and the Bywater. This also has led to thinking over developing a "best practices" governance structure for the Crescent Park that includes representatives from all of the affected constituencies.

member from the City’s Park and Parkway Commission. Each person shall be appointed by the Council Member for Council District C for four year terms, who shall also select the members for the non-organization Marigny, Bywater, and French Quarter positions (the neighborhood organizations and the Park and Parkway Commission shall select the members to be appointed for their positions). The Crescent Park Improvement Association is intended to function in a role similar to the City Park Improvement Association, and is to use the lease funds it receives from Special Events for its operations in overseeing the Crescent Park and to mitigate trash, parking, access and other burdens associated with this redevelopment and use of the Crescent Park and Special Events on the National Historic Districts (Marigny and Bywater) adjacent to the Crescent Park.

VIII. ~~VI.~~ General Provisions

a. In the event that ~~either party~~the Association shall employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interests in any manner arising under this Agreement, ~~the non-prevailing or defaulting party~~ in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) ~~agrees to pay to the prevailing party~~and the Association’s prevails on its position, the Association shall recover all reasonable and documented costs, damages and expenses, including attorneys’ fees, expended or incurred in connection therewith. Fees or costs may be sought from the Association only if its lawsuit were found to be frivolous and taken in bad faith.

~~b.~~

b. ~~e.~~ Headings. The description article and section headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

c. ~~d.~~ Notices. All notices, consents, waivers, or other communications provided for under this Agreement shall be addressed as follows:

If to the NOBC:	With Copy to:
-----------------	---------------

Chief Executive Officer New Orleans Building Corporation 2 Canal Street Suite 1843 New Orleans, Louisiana 70130;	City Attorney City of New Orleans City Hall, Room 5E03 1300 Perdido Street New Orleans, Louisiana 70112;
And, If to the Association: President Faubourg Marigny Improvement Association Street Address New Orleans, Louisiana 70117	With copy to: General Counsel Street Address New Orleans, Louisiana Zip.

- d. Severability. If any terms or provisions of this Agreement, or the application thereof to any circumstance, shall be invalid or unenforceable, the remainder of this Agreement or the application, term, provision or application to circumstances that is not held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- e. ~~f.~~-Interpretation of Agreement. This Agreement is deemed to be a jointly drafted document and is not to be construed against either the Association or the NOBC as the primary or sole drafter of the document.
- f. ~~g.~~-Entire Agreement. This Agreement embodies the entire agreement between the parties as to the subject matter hereof and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by a written instrument executed by the parties.
- g. ~~h.~~-Amendments, Supplements and Modifications. This Agreement may not be amended, supplemented or modified, except in writing and executed by the parties hereto.
- h. ~~i.~~-Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

- i. ~~j.~~ NOBC as Agent of the City. The parties hereto acknowledge and agree that the Property subject to non-maritime use shall be managed on behalf of the City by the NOBC as its duly authorized agent or lessee.

THUS DONE, SIGNED AND PASSED by the City and the NOBC at New Orleans,
Louisiana on the ___ day of _____, 2009 in the presence of the undersigned competent witnesses
and me, notary, after due reading of the whole.

WITNESSES:

Print Name: _____

Print Name: _____

NOBC:

By: _____
Name: C. Ray Nagin
Title: President and Chairman

CITY OF NEW ORLEANS

By: _____
Name: C. Ray Nagin
Title: Mayor

NOTARY PUBLIC
Print Name: _____
Bar/Commission No. _____
My Commission Expires _____
(Affix Seal)

THUS DONE, SIGNED AND PASSED by the Faubourg Marigny Improvement Association at New Orleans, Louisiana on the ___ day of _____, 2009 in the presence of the undersigned competent witnesses and me, notary, after due reading of the whole.

WITNESSES:

FAUBOURG MARIGNY IMPROVEMENT ASSOCIATION:

Print Name: _____

By: _____
Name:
Title:

Print Name: _____

NOTARY PUBLIC
Print Name: _____
Bar/Commission No. _____

~~GOOD NEIGHBOR~~COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS BUILDING CORPORATION
AND
THE FAUBOURG MARGNY IMPROVEMENT ASSOCIATION

EXHIBIT A
BY-LAWS OF THE FAUBOURG MARGNY IMPROVEMENT ASSOCIATION

See attached

~~GOOD NEIGHBOR~~COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS BUILDING CORPORATION
AND
THE FAUBOURG MARIGNY IMPROVEMENT ASSOCIATION

EXHIBIT B
RESOLUTION OF THE BOARD OF DIRECTORS

See attached

~~GOOD NEIGHBOR~~COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS BUILDING CORPORATION
AND
THE FAUBOURG MARIGNY IMPROVEMENT ASSOCIATION

EXHIBIT C
CITY OF NEW ORLEANS NOISE ORDINANCE

See attached

~~GOOD NEIGHBOR~~COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS BUILDING CORPORATION
AND
THE FAUBOURG MARIGNY IMPROVEMENT ASSOCIATION

EXHIBIT D
PARKING PLAN FOR THE DOWNRIVER PARK

See attached

~~GOOD NEIGHBOR~~COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS BUILDING CORPORATION
AND
THE FAUBOURG MARIGNY IMPROVEMENT ASSOCIATION

EXHIBIT E
COMPARATIVE PARKING STUDY

See attached

~~GOOD NEIGHBOR~~COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS BUILDING CORPORATION
AND
THE FAUBOURG MARIGNY IMPROVEMENT ASSOCIATION

EXHIBIT F
URBAN SYSTEMS PARKING STUDY

See attached

~~GOOD NEIGHBOR~~COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS BUILDING CORPORATION
AND
THE FAUBOURG MARIGNY IMPROVEMENT ASSOCIATION

EXHIBIT G
SPECIAL EVENTS PARKING PLAN

See attached

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EXHIBIT H
~~PARKING MANAGEMENT PLAN GUIDELINES~~

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~~EXHIBIT I
URBAN SYSTEMS TRAFFIC STUDY~~

~~See attached
Parking Management Plan Guidelines~~

Instructions: The goal of the Special Event Parking Management Plan is to effectively manage parking demand on or near the site. Before preparing this plan, consider the overall parking needs for the needs of the area and respond by managing the event parking in a comprehensive and strategic manner. Take into account the parking patterns for different event attendees. A large number of tourists may be unlikely to drive at all, while local residents may be likely to carpool. Become familiar with the on-site and surrounding parking supply. Consider encouraging attendees to use alternative modes or satellite parking for the event through marketing and price incentives. Provide information through websites, event materials, and signage as well as marketing to direct visitors and customers to available parking facilities.

Please complete the following:

1. Describe the Special Event. Include the following:
 - a. Name of event
 - b. General description of activities
 - c. Date and time
 - d. Estimated number of attendees
 - e. Estimated number of attendees not traveling by automobile. Provide justifications for assumptions that are used.

2. Describe in detail how one or several of the following strategies will be used to manage parking demand for the Special Event. Attach diagrams, maps, and supporting documentation, as needed:
 - a. Provide evidence that you have identified sufficient available on-site and/or proximate parking facilities. Include a brief description of the location, vehicular access, and confirmation of supply availability.
 - b. Actively encourage the use of alternative transportation modes. This strategy may include negotiating free or reduced fares with public transit operators, providing special event-only public transit routes, and providing information and marketing regarding the availability of public transportation, bicycle, and pedestrian access.

- c. Provide satellite parking facilities. Identify available remote parking and provide established procedures for maximizing the use of these parking facilities, including providing information and marketing, shuttle service with designated pick-up and drop-off locations, and reduced event and/or parking pricing.