**ORDINANCE**

**CITY OF NEW ORLEANS**

**CITY HALL: September 3, 2026**

**CALENDAR NO. 35,546**

**NO. _____ MAYOR COUNCIL SERIES**

**BY: COUNCILMEMBER MCCARRON (BY REQUEST)**

**AN ORDINANCE** to authorize the Mayor of the City of New Orleans to enter into an agreement to grant a servitude to an adjacent property owner for encroachments on/over portions of public right-of-way located at the municipal address 1536 Webster Street; to fix the minimum price and terms of said servitude agreement; to declare that such use as granted in the servitude agreement will incorporate space that is neither needed for public purposes nor shall such use interfere with the use of the public right-of-way; to set forth the reasons for said servitude agreement; and otherwise to provide with respect thereto.

**SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS,** that the following portions of the public rights-of-way are not needed for public purposes at this time and that the Mayor is hereby authorized to grant the following servitude thereon to the adjacent property owners as described below for a yearly payment of $130.00 said annual payment subject to upward adjustment of 15%, rounded to the nearest dollar, following the expiration of every fifth year after July 1, 2026:

> Approximately 14.01 square feet of air and ground rights consisting of the Encroachments of steps, railings, landing, and awning, on/over the Benjamin Street public right-of-way, the Encroachments being part of the improvements located in the 6th Municipal District, Square 63, Lot 1, bounded by Benjamin Street, Webster Street, Hurst Street, and Henry Clay Avenue, bearing the municipal address 1536 Webster Street, New Orleans, Louisiana.

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

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

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

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

**ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____**

_____

**PRESIDENT OF THE COUNCIL**

**DELIVERED TO THE MAYOR ON _____**

**APPROVED:**
**DISAPPROVED: _____**

_____

**MAYOR**

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

_____

**CLERK OF COUNCIL**

**ROLL CALL VOTE:**
**YEAS:**
**NAYS:**
**ABSENT:**
**RECUSED:**

**GRANT OF SERVITUDE**

**BY**

**THE CITY OF NEW ORLEANS**

**TO**

**JAMES NIESET JR.**
**&**
**VICTORIA NIESET**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

**BE IT KNOWN**, on the respective dates herein below but effective this ____ day of _____, 20__ ("**Effective Date**"), before the undersigned Notaries Public, duly commissioned and qualified in and for the Parishes/County and State hereinafter referenced, and in the presence of the undersigned competent witnesses,

**PERSONALLY CAME AND APPEARED:**

(1) **THE CITY OF NEW ORLEANS**, herein represented by Helena N. Moreno, Mayor, acting under and by virtue of authorization contained in Ordinance No. _____ M.C.S., adopted on _____, 20____, a copy of which is attached hereto and made a part hereof (hereinafter referred to as the "**City**" and sometimes the "**Grantor**"); and

(2) **JAMES NIESET JR. & VICTORIA NIESET**, two persons of majority, with a domicile address of 1536 Webster Street, New Orleans, LA 70118, represented themselves herein through their own individual capacities (hereinafter referred to as "**Grantee**").

**WHO DECLARED THAT:**

The City hereby grants a predial servitude of right-of-use for the Encroachment of steps, railings, landing, and awning on/over the Benjamin Street public Right-of-way to Grantee, as further described herein.

## ARTICLE I - DEFINITIONS

For the purpose of this servitude agreement ("**Agreement**" or "**Grant of Servitude**"), the following words shall have the meanings given to them in Section I of the Agreement:

(a) **Right-of-way:** The City owned property adjacent to the dominant estate, of which the servitude exists upon a portion.

(b) **Grantee:** The owners of the dominant estate.

(c) **Grantor:** The City of New Orleans.

(d) **Property:** The dominant estate, made up of the immovable property, adjacent to

the right-of-way and which has improvements that encroach onto the right-of-way, described on Exhibit "A" attached hereto and made a part hereof.

(e) **City:** Means the City of New Orleans, Louisiana, and all the territory within its present and future corporate boundaries.

(f) **Encroachment:** The portion of the property that occupies the right-of-way, as shown in Exhibit "B.".

(g) **Person:** Means any corporation, partnership, proprietorship, individual or organization authorized to do business in the State of Louisiana, or any natural person.

(h) **Section:** Can refer to any section, subsection, or provisions of this servitude agreement.

(i) **Servitude:** The predial servitude pursuant to *La. C.C. Art. 646*, consisting of the right to use the airspace and correlated ground for an encroachment on the right-of-way as shown on Exhibit "B" and consisting of:

> *Approximately 14.01 square feet of air and ground rights for the proposed encroachment of a steps, railings, landing, and awning, on/over the Benjamin Street right-of-way, the encroachment being part of the improvements located in the 6th Municipal District, Square 63, Lot 1, bounded by Benjamin Street, Webster Street, Hurst Street, and Henry Clay Avenue bearing* ***the municipal address 1536 WEBSTER STREET, New Orleans, LA 70118.***

## ARTICLE II - SERVITUDE AND CONSENT

**Consent of the City.** As permitted in *La. C.C. Art. 646*, the City does hereby consent to the exercise by Grantee of all the following rights:

(a) The exclusive right to erect and own the encroachment burdening the right-of-way according to the attached Exhibit "B."

(b) Right to install, maintain, and repair the encroachment burdening the right-of-way according to the attached Exhibit "B."

## ARTICLE III - LIMITATIONS IN GENERAL

(a) The grant of the servitude and accessory rights by the City and the exercise thereof by Grantee shall be subject and subordinate to the public use of the right-of-way, governmental laws and regulations, compliance with all of the rights reserved herein by the City, and the terms of this Agreement.

(b) **Limitations on Right of Use.** Exercise of the Servitude granted in Sections I and II of this Agreement shall be subject to the following limitations:

(1) Grantee's right of use shall be subject to the public's use of the right-of-way.

(2) Grantee shall perform all work in a safe and reasonably expeditious manner at its expense, shall restore the premises of City and any third party to the same condition as existed prior to commencement of any work by Grantee, and shall be responsible for any damage caused

to the right-of-way or any third parties resulting from any work by Grantee;

(3) Any right of use shall be exercisable only to the extent that such rights are reserved to Grantor pursuant to this Agreement and subject to any limitations or requirements imposed thereby.

(4) If the Servitude may not be exercised due to the City's use of the right-of-way for a public purpose, Grantee assumes all costs associated with repair, replacement, or demolition of said encroachment.

## ARTCILE IV – CONSIDERATION

(a) **Payment.** In consideration of this Grant of Servitude and due to the small square footage of the encroachment, Grantee shall pay to the City a one-time lump sum of ONE HUNDRED THIRTY DOLLARS AND ZERO CENTS ($130.00).

(b) **Recordation.** Grantee shall record this Grant of Servitude in the Orleans Parish Land Records Division within thirty (30) calendar days of the date of full execution of this Grant of Servitude.

## ARTICLE V - DEFAULT

**Condition of Default of Payment.** If Grantee fails to pay the one-time lump sum Payment on or before the due date as defined in Article IV, and Grantee fails to cure such monetary default within fifteen (15) working days after notice from the City to Grantee of such monetary default, the City shall deem Grantee ipso facto in default of this Grant of Servitude.

## ARTICLE VI - ENFORCEMENT

(a) **In General.** In the event that Grantee fails to cure any violation of the terms of this Grant of Servitude within fifteen (15) working days after notice of default from the City, the City shall have the right to take any actions as may be necessary in the City's discretion to cure such violation, including but not limited to instituting legal proceedings, placing a lien on the property, and demanding removal of the encroachment(s).

(b) **Costs, Expenses, and Attorney's Fees.** The City shall be entitled to charge Grantee with all costs and expenses incurred by the City as a result of such violation. Should the City institute legal proceedings to enforce this Grant of Servitude, the City shall be entitled to recover from the Grantee all of the attorney's fees, costs, and other expenses reasonably and necessarily incurred.

(c) **Remedies Cumulative.** All rights and remedies provided under this Grant of Servitude are cumulative and may be pursued singularly, in any combination, and in any order.

(d) **Non-Waiver.** The failure to enforce any of the terms and provisions of this Grant of Servitude shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

## ARTICLE VII - TERM

Except as set forth below, the Servitude and Consent shall be perpetual:

(a) **Termination.** Notwithstanding the foregoing, the Servitude and Consent shall terminate if:

(1) The building and/or encroachment is demolished, substantially damaged,

destroyed, or removed and not reconstructed or replaced within one (1) year after such destruction or damage;

(2) The encroachment is taken or removed for public purposes as a whole or in such part that it is not fit for its intended purposes;

(3) Grantee is found to be in default of any of its obligations hereunder; or

(4) Grantee removes the encroachments and provides notice of termination to the City.

(b) **Results of Termination.** Upon termination of the servitude, there shall be no right or obligation to reconstruct the Encroachment, unless such right or obligation is established by law.

## ARTICLE VIII - INDEMNITY AND INSURANCE

(a) At all times during the term of this Agreement, Grantee shall and does hereby agree to hold harmless and indemnify the City from and against any and all claims of Grantee or of any third persons for injuries to persons, including death, or damages to property, occurring on the right-of-way and arising from Grantee's use or occupancy of the encroachment, including the defense of all actions brought against the City for such damages, arising from the negligent acts or omissions of the Grantee, its employees, guests, invitees, agents or independent contractors.

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

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

(d) Grantee and its successors, heirs, or assigns shall furnish and maintain in effect during the Term of this Agreement an insurance policy or policies under the following terms:

(1) If Grantee or its successors, heirs, and/or assigns to title of the Property is a non-individual, such as a corporation, partnership, limited liability company, or other entity, insurance shall remain in effect with limits of liability not less than $1,000,000.00 / $2,000,000.00, covering general commercial liability, in which policy or policies the City shall either be carried as an additional named insured or provision shall be made to insure the liability of Grantee under the above indemnification and hold harmless agreement under the contractual coverage provisions of said insurance policy or policies. A copy of such policy or policies, or certificate of insurance with reference to same, shall be delivered to the City upon execution of this Servitude.

(2) If Grantee or its successors, heirs, and/or assigns to title of the Property is an individual or individuals, an insurance policy or policies should remain in effect with limits of liability, covering liability, not less than $1,000,000.00 / $2,000,000.00.

## ARTICLE IX - ASSIGNMENT OR TRANSFER

In the event that the building in which the encroachment forms a part is sold by private or public sale, this Servitude shall be assigned or transferred without the prior consent of the City to the assignee or purchaser of said property. Any instrument assigning or transferring the Servitude shall be delivered to the City along with proof of insurance as required in Section VIII within thirty (30) days of the recordation of said assignment or transfer. Grantee shall cause the assignee or purchaser of said property to assume all obligations of Grantee herein and, effective as of the date of such assignment or transfer, Grantee shall thereafter be released of all obligations set forth in this Agreement including, without limitation, those obligations of Grantee under Section VI and VIII above.

## ARTICLE X - NOTICE

(a) **Form of Notice.** All notices, requests, claims, payments, demands and other communications between the Parties shall be in writing.

(b) **Method of Notice.** All notices shall be given: (1) by delivery in person, (2) by United States Postal Service, (3) by first class, registered or certified mail, postage prepaid, or (4) by electronic mail to the address of the Party specified in this Grant of Servitude or such other address as either Party may specify in writing. It is the responsibility of the Grantee to ensure the City has current and accurate mailing and electronic addresses at all times.

(c) **Receipt of Notice.** All notices shall be effective upon: (1) receipt by the Party to which notice is properly given, or (2) on the fifth day following mailing, whichever occurs first.

(d) **Grantee.** All notices to the Grantee shall be addressed to:

James Nieset Jr. & Victoria Nieset
1536 Webster Street
New Orleans, LA 70118
jiminieset@gmail.com

(e) **The City.** All notices to the City shall be addressed to:

Department of Property Management
Division of Real Estate and Records
1300 Perdido Street, Room 5w06
New Orleans, LA 70112

**&**

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

## ARTICLE XI - MISCELLANEOUS PROVISIONS

(a) **Amendment.** No amendment of or modification to this Grant of Servitude shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Grant of Servitude.

(b) **Audit and Other Oversight.** It is agreed that Grantee will abide by all provisions of the City Code Section 2-1120, including but not limited to the City Code Section 2-1120(12), which requires the Grantee to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Agreement. In signing this Agreement, Grantee agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

(c) **Conflict of Law.** This Grant of Servitude and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Louisiana.

(d) **Construction of Agreement.** Neither Party will be deemed to have drafted this Grant of Servitude. This Grant of Servitude has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Grant of Servitude shall be construed or resolved in favor of or against the City or the Grantee on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Grant of Servitude are provided for convenience only and are not intended to have an effect on the construction or interpretation of this Grant of Servitude. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

(e) **Convicted Felon Statement.** Neither of the Grantee(s) have, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under State or Federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

(f) **Entire Agreement.** This Grant of Servitude, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Grant of Servitude and are without effect to vary or alter any terms or conditions of this Grant of Servitude.

(g) **Exhibits.** The following exhibits will be and are incorporated into this Agreement: Legal Description of Property as Exhibit "A," and Description of Encroachment as Exhibit "B."

(h) **Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Grant of Servitude or any incorporated documents or expressly imposed by law.

(i) **No Third-Party Beneficiaries.** This Grant of Servitude is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.

(j) **Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Grant of Servitude, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect

to that default or breach or any prior contemporaneous or subsequent default or breach.

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

(l) **Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Grantee, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Grantee pursuant to this Agreement, if applicable, without regard to the Grantee's otherwise satisfactory performance of the Agreement.

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

(n) **Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

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

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

(q) **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[SIGNATURES CONTAINED ON NEXT PAGES]**

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

**THUS DONE AND PASSED**, in my office in New Orleans, Louisiana, on this _____ (day) of _____ (month), 20____, in the presence of the undersigned competent witnesses, and with the said appearer and me, a Notary Public, after due reading of the whole, the Grantor hereto has executed this Agreement.

**WITNESS:**

By: _____

Printed Name: _____

**WITNESS:**

By: _____

Printed Name: _____

**GRANTOR:**

**CITY OF NEW ORLEANS**

**BY: _____**
**HELENA N. MORENO,**
***Mayor***

_____
**NOTARY PUBLIC**

**APPROVED AS TO FORM AND LEGALITY:**
Law Department

By: _____

Printed Name: _____

**THUS DONE AND PASSED**, in my office in New Orleans, Louisiana, on this _____ (day) of _____ (month), 20____, in the presence of the undersigned competent witnesses, and with the said appearer and me, a Notary Public, after due reading of the whole, the Grantee hereto has executed this Agreement.

**GRANTEE:**

**WITNESS:**

*Each in their individual capacities:*

By: _____

Printed Name: _____

**BY: _____**
**JAMES NIESET JR.**

**WITNESS:**

**BY: _____**
**VICTORIA NIESET**

By: _____

Printed Name: _____

_____
**NOTARY PUBLIC**

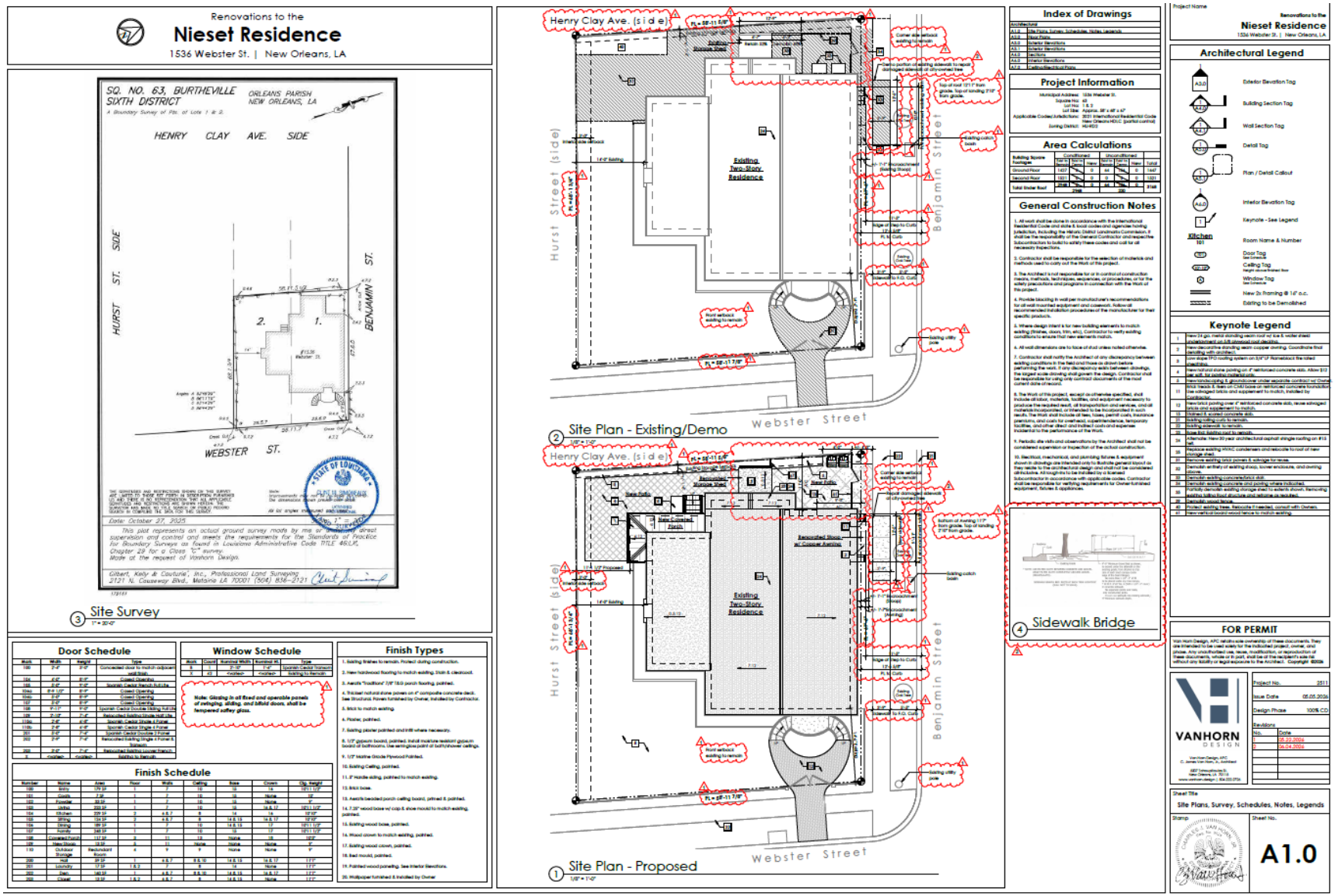
**[EXHIBITS "A" & "B" CONTAINED ON NEXT PAGES]**

# EXHIBIT A

**THAT PIECE OR PORTION OF GROUND**, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the **SIXTH DISTRICT** of the City of New Orleans, State of Louisiana, in **SQUARE NO. 63** of Burtheville, Bounded by Webster Street, Hurst Street, Henry Clay Avenue and Benjamin Street, which said piece or portion of ground is designated as **LOTS NUMBERS 1 AND 2,** then adjoin each other and measure as follows. **LOT NO. 1** forms the corner of Webster and Benjamin Streets, and measures 29 feet, 6 inches front on Webster Street, by 117 feet 6 inches in depth on Benjamin Street, and a depth of 117 feet, 10 inches on the line dividing it from Lot 2 and 29 feet, 5 inches 6 lines in width in the rear Lot 2 measures 29 feet, 5 inches, 7 lines front on Webster Street, the same width in the rear line, by a depth of 117 feet, 10 inches on the side line dividing it from Lot NO. 1 and 118 feet, 1 inch ¾ lines in depth on the other side line dividing it from Lot No. 3. Less and Except: There is to be deducted from and not included in this sale, the following described portion of ground, which has been taken from the rear, portions of Lots 1 and 2, described as follows: A portion designated by the Letter **"A"** on Plan of E. L. Eustis, D.C.S., dated February 1, 1926, said Lot **"A"** commences 67 feet, 6 inches from the corner of Benjamin and Webster Streets, and measures thence towards Henry Clay Avenue, a distance of 50 feet front on Benjamin Street, same width in the rear by a depth of 58 feet, 11 inches, 5 lines between equal and parallel lines and is composed of the rear portion of original Lots 1 and 2, as shown on above plan of H. W. W. Reynolds, which said portion of ground was sold to Miss J. Tuttle, et al on February 5, 1926, by act before W. M. Gurley, N.P., registered in COB 407, folio 29. All in accordance with a sketch of survey by Gilbert, Kelly and Couturie, Inc., Everett V. Treigle, Jr., Land Surveyor, dated December 22, 1998. Improvements bear the municipal address No. 1536 Webster Street. Assessment # 6-15-2-047-01

**BEING THE SAME PROPERTY ACQUIRED BY** Skye Henry O'Donnell, wife of and Herbert Michae O'Donnell, by act of Cash Sale, dated January 5, 1999 and registered as Conveyance Instrument Number 171662, in the records of the Registrar of Conveyances, Parish of Orleans, State of Louisiana.

# EXHIBIT B



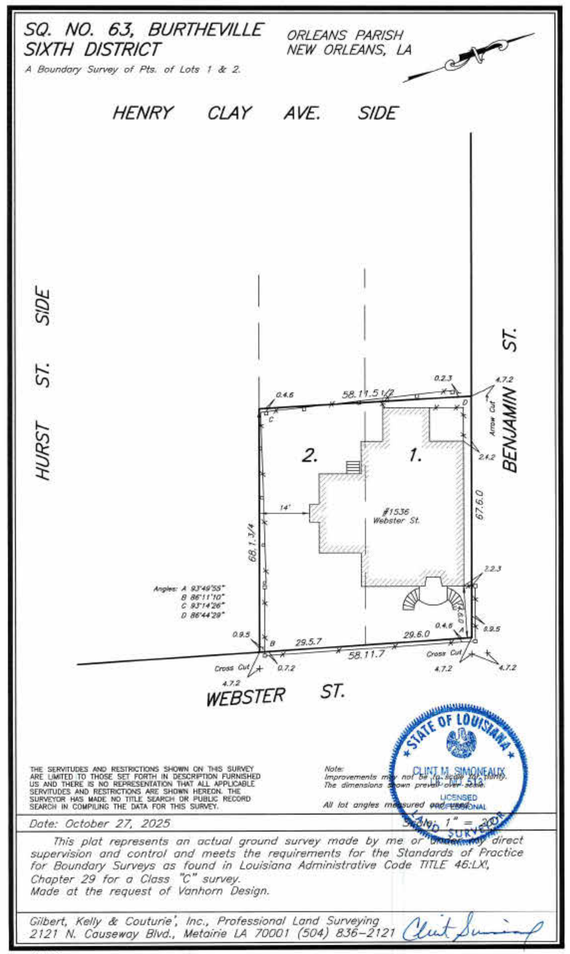

Grant of Servitude
City of New Orleans and James Nieset Jr. & Victoria Nieset
Tax ID# 615204701
K26-497 | Brass# 8896

Exhibit "B"

Renovations to the

# Nieset Residence

1536 Webster St. | New Orleans, LA




3 Site Survey

1" = 20'-0"

## Door Schedule

| Mark | Width | Height | Type |
|---|---|---|---|
| 100 | 2'-4" | 3'-0" | Concealed door to match adjacent wall finish |
| 104 | 4'-0" | 8'-9" | Cased Opening |
| 105 | 5'-0" | 9'-0" | Spanish Cedar French Full Lite |
| 106a | 8'-9 1/2" | 8'-9" | Cased Opening |
| 106b | 5'-0" | 8'-9" | Cased Opening |
| 107 | 5'-0" | 8'-9" | Cased Opening |
| 108 | 9'-11" | 9'-0" | Spanish Cedar Double Sliding Full Lite |
| 109 | 2'-10" | 7'-4" | Relocated Existing Single Half Lite |
| 110a | 2'-8" | 6'-8" | Spanish Cedar Single 4 Panel |
| 110b | 2'-8" | 6'-8" | Spanish Cedar Single 4 Panel |
| 201 | 5'-0" | 7'-6" | Spanish Cedar Double 2 Panel |
| 202 | 2'-9" | 7'-6" | Relocated Existing Single 4 Panel & Transom |
| 203 | 3'-0" | 7'-6" | Relocated Existing Louver French |
| X | <varies> | <varies> | Existing to Remain |

## Window Schedule

| Mark | Count | Nominal Width | Nominal Ht. | Type |
|---|---|---|---|---|
| B | 1 | 2'-10" | 1'-6" | Spanish Cedar Transom |
| X | 42 | <varies> | <varies> | Existing to Remain |

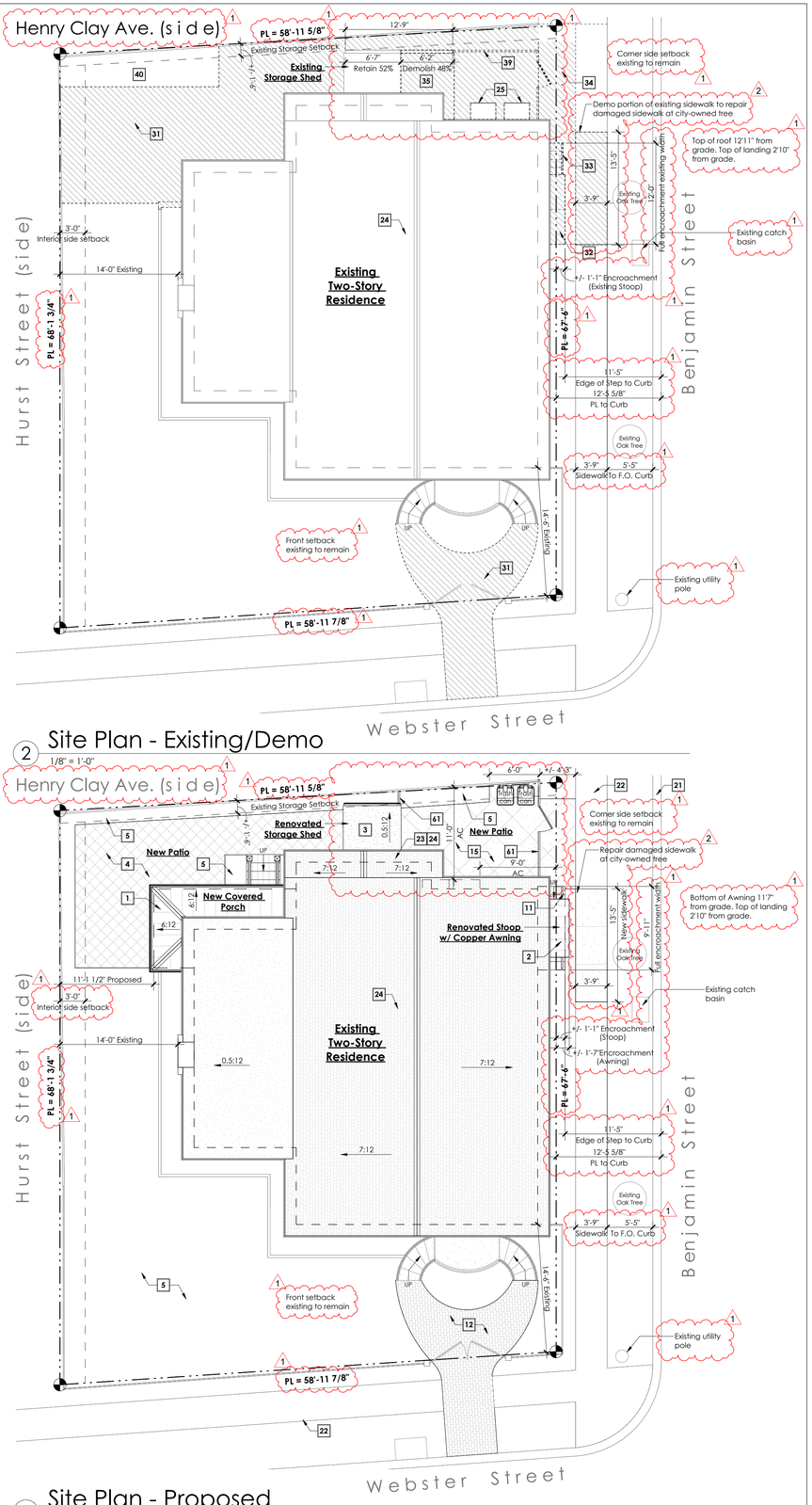
1 **Note: Glazing in all fixed and operable panels of swinging, sliding, and bifold doors, shall be tempered saftey glass.**

## Finish Schedule

| Number | Name | Area | Floor | Walls | Ceiling | Base | Crown | Clg. Height |
|---|---|---|---|---|---|---|---|---|
| 100 | Entry | 179 SF | 1 | 7 | 10 | 15 | 16 | 10'11 1/2" |
| 101 | Coats | 7 SF | 1 | 7 | 10 | 15 | None | 10' |
| 102 | Powder | 33 SF | 1 | 7 | 10 | 15 | None | 9' |
| 103 | Living | 223 SF | 1 | 7 | 10 | 15 | 16 & 17 | 10'11 1/2" |
| 104 | Kitchen | 229 SF | 2 | 6 & 7 | 8 | 14 | 16 | 10'10" |
| 105 | Sitting | 124 SF | 2 | 6 & 7 | 8 | 14 & 15 | 16 & 17 | 10'10" |
| 106 | Dining | 189 SF | 1 | 7 | 10 | 14 & 15 | 17 | 10'11 1/2" |
| 107 | Family | 248 SF | 1 | 7 | 10 | 15 | 17 | 10'11 1/2" |
| 108 | Covered Porch | 117 SF | 3 | 11 | 13 | None | 18 | 10'5" |
| 109 | New Stoop | 13 SF | 5 | 11 | None | None | None | 9' |
| 110 | Outdoor Storage | Redundant Room | 4 | 9 | 9 | None | None | 9' |
| 200 | Hall | 59 SF | 1 | 6 & 7 | 8 & 10 | 14 & 15 | 16 & 17 | 11'1" |
| 201 | Laundry | 17 SF | 1 & 2 | 7 | 8 | 14 | None | 11'1" |
| 202 | Den | 160 SF | 1 | 6 & 7 | 8 & 10 | 14 & 15 | 16 & 17 | 11'1" |
| 203 | Closet | 13 SF | 1 & 2 | 6 & 7 | 8 | 14 & 15 | None | 11'1" |

## Finish Types

1. Existing finishes to remain. Protect during construction.
2. New hardwood flooring to match existing. Stain & clearcoat.
3. Aeratis "Traditions" 7/8" T&G porch flooring, painted.
4. Thickset natural stone pavers on 4" composite concrete deck. See Structural. Pavers furnished by Owner, installed by Contractor.
5. Brick to match existing.
6. Plaster, painted.
7. Existing plaster painted and infill where necessary.
8. 1/2" gypsum board, painted. Install moisture resistant gypsum board at bathrooms. Use semi-gloss paint at bath/shower ceilings.
9. 1/2" Marine Grade Plywood Painted.
10. Existing Ceiling, painted.
11. 5" Hardie siding, painted to match existing.
12. Brick base.
13. Aeratis beaded porch ceiling board, primed & painted.
14. 7.25" wood base w/ cap & shoe mould to match existing, painted.
15. Existing wood base, painted.
16. Wood crown to match existing, painted.
17. Existing wood crown, painted.
18. Bed mould, painted.
19. Painted wood paneling. See Interior Elevations.
20. Wallpaper furnished & installed by Owner




2 Site Plan - Existing/Demo

1/8" = 1'-0"




1 Site Plan - Proposed

1/8" = 1'-0"

## Index of Drawings


| Architectural | |
|---|---|
| A1.0 | Site Plans, Survey, Schedules, Notes, Legends |
| A2.0 | Floor Plans |
| A3.0 | Exterior Elevations |
| A3.1 | Exterior Elevations |
| A4.0 | Sections |
| A6.0 | Interior Elevations |
| A7.0 | Ceiling/Electrical Plans |


## Project Information

| | |
|---|---|
| Municipal Address: | 1536 Webster St. |
| Square No: | 63 |
| Lot No: | 1 & 2 |
| Lot Size: | Approx. 58' x 68' x 67' |
| Applicable Codes/Jurisdictions: | 2021 International Residential Code New Orleans HDLC (partial control) |
| Zoning District: | HU-RD2 |

## Area Calculations

| Building Square Footages | Conditioned | | | Unconditioned | | | |
|---|---|---|---|---|---|---|---|
| | Exist to Remain | Exist to Demo | New | Exist to Remain | Exist to Demo | New | Total |
| Ground Floor | 1427 | 0 | 0 | 64 | 156 | 0 | 1647 |
| Second Floor | 1521 | 0 | 0 | 0 | 0 | 0 | 1521 |
| **Total Under Roof** | **2948** | **0** | **0** | **64** | **156** | **0** | **3168** |
| | **2948** | | | **220** | | | |

## General Construction Notes

1. All work shall be done in accordance with the International Residential Code and state & local codes and agencies having jurisdiction, including the Historic District Landmarks Commission. It shall be the responsibility of the General Contractor and respective Subcontractors to build to satisfy these codes and call for all necessary inspections.

2. Contractor shall be responsible for the selection of materials and methods used to carry out the Work of this project.

3. The Architect is not responsible for or in control of construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work of this project.

4. Provide blocking in wall per manufacturer's recommendations for all wall mounted equipment and casework. Follow all recommended installation procedures of the manufacturer for their specific products.

5. Where design intent is for new building elements to match existing (finishes, doors, trim, etc), Contractor to verify existing conditions to ensure that new elements match.

6. All wall dimensions are to face of stud unless noted otherwise.

7. Contractor shall notify the Architect of any discrepancy between existing conditions in the field and those as drawn before performing the work. If any discrepancy exists between drawings, the largest scale drawing shall govern the design. Contractor shall be responsible for using only contract documents of the most current date of record.

8. The Work of this project, except as otherwise specified, shall include all labor, materials, facilities, and equipment necessary to produce the required result, all transportation and services, and all materials incorporated, or intended to be incorporated in such results. The Work shall include all fees, taxes, permit costs, insurance premiums, and costs for overhead, superintendence, temporary facilities, and other direct and indirect costs and expenses incidental to the performance of the Work.

9. Periodic site visits and observations by the Architect shall not be considered supervision or inspection of the actual construction.

10. Electrical, mechanical, and plumbing fixtures & equipment shown in drawings are intended only to illustrate general layout as they relate to the architectural design and shall not be considered all-inclusive. All rough-ins to be installed by a licensed Subcontractor in accordance with applicable codes. Contractor shall be responsible for verifying requirements for Owner-furnished equipment, fixtures & appliances.

Project Name

**Renovations to the**

**Nieset Residence**

1536 Webster St. | New Orleans, LA

## Architectural Legend

- A3.0 — Exterior Elevation Tag
- A4.0 — Building Section Tag
- A4.1 — Wall Section Tag
- A5.0 — Detail Tag
- A5.1 — Plan / Detail Callout
- A6.0 — Interior Elevation Tag
- Keynote - See Legend
- **Kitchen** 101 — Room Name & Number
- 101 — Door Tag (See Schedule)
- 10'-10" — Ceiling Tag (Height above finished floor)
- A — Window Tag (See Schedule)
- New 2x Framing @ 16" o.c.
- Existing to be Demolished

## Keynote Legend

| | |
|---|---|
| 1 | New 24 ga. metal standing seam roof w/ ice & water shield underlayment on 5/8 plywood roof decking. |
| 2 | New decorative standing seam copper awning. Coordinate final detailing with architect. |
| 3 | Low slope TPO roofing system on 3/4" LP Flameblock fire rated sheathing. |
| 4 | New natural stone paving on 4" reinforced concrete slab. Allow $12 per sqft. for paving material only. |
| 5 | New landscaping & groundcover under separate contract w/ Owner. |
| 11 | Brick treads & risers on CMU base on reinforced concrete foundation. Use salvaged bricks and supplement to match, installed by Contractor. |
| 12 | New brick paving over 4" reinforced concrete slab, reuse salvaged bricks and supplement to match. |
| 15 | Stained & scored concrete slab. |
| 21 | Existing rolling curb to remain. |
| 22 | Existing sidewalk to remain. |
| 23 | Base Bid: Existing roof to remain. |
| 24 | Alternate: New 30 year architectural asphalt shingle roofing on #15 felt. |
| 25 | Replace existing HVAC condensers and relocate to roof of new storage shed. |
| 31 | Remove existing brick pavers & salvage for reuse. |
| 32 | Demolish entirety of existing stoop, louver enclosure, and awning above. |
| 33 | Demolish existing concrete/brick stair. |
| 34 | Demolish existing concrete and paving where indicated. |
| 35 | Partially demolish existing storage shed to extents shown. Removing existing failing Roof structure and reframe as required. |
| 39 | Demolish wood fence. |
| 40 | Protect existing trees. Relocate if needed, consult with Owners. |
| 61 | New vertical board wood fence to match existing. |

## FOR PERMIT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VANHORN DESIGN

Van Horn Design, APC
C. James Van Horn, Jr., Architect

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New Orleans, LA 70115
www.vanhorn.design | 504.222.2726


| | |
|---|---|
| Project No. | 2511 |
| Issue Date | 05.05.2026 |
| Design Phase | 100% CD |

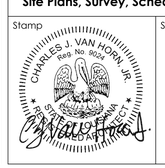
Revisions

| No. | Date |
|---|---|
| 1 | 05.22.2026 |
| 2 | 06.01.2026 |

Sheet Title

**Site Plans, Survey, Schedules, Notes, Legends**

Stamp




Sheet No.

**A1.0**

6/1/2026 9:00:24 AM

19 AUG 26 PM03:09
RECEIVED CAO

Calendar No. (Rev) (Exp)

Name Brandon Benjamin Ext. 3518
Person responsible for routing

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

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

**SYNOPSIS OF DOCUMENT:** AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a servitude agreement with James Nieset Jr. & Victoria Nieset, air and ground rights for the purpose encroachments of steps, railings, landing, and awning bearing the municipal address of 1536 Webster Street for a one-time payment of $130.00;

1. Howard E Nolan III
   Department Head
2. Melissa Quigley
   Department of Law
   Deputy CAO
3. John J. Pratt III
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Initials of Sponsoring Council Member

### COUNCIL ACTION

**Council Members Present:** _____

**Absent:** _____

**AMENDMENTS:**

**FINAL ADOPTION:**

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

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

REF. POLICY MEMORANDUM NO. 3

**LEGISLATIVE SUMMARY**

**TO ACCOMPANY ORDINANCES**

**BEFORE SUBMISSION TO CLERK OF COUNCIL**

**Requesting Department or Agency:** Real Estate and Records

**Name of Contact Person:** Brandon Benjamin

**Telephone Number:** 504-658-3518

**Email Address:** Brandon.Benjamin@nola.gov

**Initials of Sponsoring Councilmember(s):** AM

**DETAILED SYNOPSIS OF THE ORDINANCE**

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

To authorize the Mayor of the City of New Orleans to enter into an agreement

to grant a servitude to an adjacent property owner for encroachments on/over portions

of public right-of-way located at the municipal address 1536 Webster Street.

To fix the minimum price, terms, and reasons for said lease agreement;

To declare that the such use as granted is neither needed for public purposes

nor shall such use interfere with the use of the public right-of-way.

**LEGISLATIVE SUMMARY**

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

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

The parties involved:

CITY OF NEW ORLEANS AND JAMES NIESET JR. & VICTORIA NIESET.

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

James Nieset Jr. & Victoria Nieset shall make annual payments, make all use subject to the public's use of the right-of-way, maintain liability insurance, perform work in safe and reasonable manner, comply with applicable laws and regulations, and agree to defend and indemnify the City of New Orleans. The City agrees to execute the lease agreement.

Any fiscal implications for the City with the contract:

Receipt of Annual Payment for use of an Encroachment that Occupies the public Right-of-Way

The public purpose and need for the contract:

The servitude will provide revenues to the City otherwise not attainable if the aforementioned property rights were unused.

The duration of the contract:

Perpetual unless terminated by default, non-payment, or as otherwise provided.

**LEGISLATIVE SUMMARY**

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

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

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

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

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

_____

_____

_____

Why these changes are needed:

_____

_____

_____

**REQUESTED ADOPTION DATE**: _____

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