

ORDINANCE
CITY OF NEW ORLEANS

CITY HALL: March 12, 2026

CALENDAR NO. 35,351

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (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 717 Common 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 \$458.00 said annual payment subject to upward adjustment of 15%, rounded to the nearest dollar, following the expiration of every fifth year after June 1, 2025:

Approximately 86 square feet of air rights consisting of the Encroachments of a balcony, on/over the Common Street public right-of-way, the Encroachments being part of the improvements located in the 1st Municipal District, Square 225, Lot 6, bounded by Common Street, Carondelet Street, Canal Street, and Royal Street, bearing the municipal address 717 Common 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;

(a) 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
717 COMMON PROPERTIES, LLC

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 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
- (2) **717 COMMON PROPERTIES, LLC**, a Louisiana limited liability company, with a domicile address of 3701 Airline Drive, Metairie, LA 70001, represented herein by Ahmed Salem, its Authorized Agent, duly authorized to appear herein on its behalf (hereinafter referred to as **“Grantee”**).

WHO DECLARED THAT:

The City hereby grants a predial servitude of right-of-use for the Encroachment of a balcony and the improvement itself on/over the Common Street public Right-of-way to Grantee,

as 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 in this 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) **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.
- (c) **Grantee:** The owner of the dominant estate.
- (d) **Encroachment:** The portion of the property that occupies the right-of-way, as shown in Exhibit "B."
- (e) **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 86 square feet of air rights consisting of the Encroachment of a balcony on the Common Street public right-of-way, the Encroachments being part of the improvements located in the 1st Municipal District, Square 225, Lot 6, bounded by Common Street, Carondelet Street, Canal Street, and Royal Street, bearing the municipal address, 717 COMMON STREET, New Orleans, Louisiana 70001.

ARTICLE II - SERVITUDE AND CONSENT

- (a) **Consent of the City:** As permitted in La. C.C. Art. 646, the City does hereby consent to the exercise by Grantee of all of the following rights:
 - (1) The exclusive right to erect and own the encroachment burdening the right-of-way according to the attached Exhibit "B."
 - (2) 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 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 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 the 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.

ARTICLE IV – CONSIDERATION

(a) **Annual Payment.** In consideration of this Grant of Servitude, Grantee shall pay to the City the sum of FOUR HUNDRED AND FIFTY-EIGHT DOLLARS (\$458.00) per year, until such time as the Servitude is terminated.

(b) **Due Date of Annual Payment:** Grantee shall pay the Annual Payment the first time on or before the date of execution by Grantee of this Grant of Servitude. For subsequent Annual Payments, Grantee shall pay on or before the 1st day of June.

(c) **Late Fee:** Annual Payments received after the 10th of the month, regardless of whether the 10th is a weekend or holiday, will be assessed a late fee in the amount of ten percent (10%) of the total amount due.

(d) **Adjustment of Annual Payment:** The foregoing Annual Payment shall be subject to upward adjustment of fifteen percent (15%), rounded to the nearest dollar, following the expiration of every fifth year after June 1, 2025.

(e) **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

(a) **Condition of Default of Payment.** If Grantee fails to pay an Annual 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 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 in 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 the 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 Servitude 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 policy aggregate, 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 policy aggregate.

ARTICLE IX - ASSIGNMENT OR TRANSFER

In the event that any of the building 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: (i) by delivery in person, (ii) by United States Postal Service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) 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: (i) receipt by the Party to which notice is properly given, or (ii) on the fifth day following mailing, whichever occurs first.

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

717 Common Properties, LLC.
Ahmed Salem
3701 Airline Drive
Metairie, La 70001
Cristian@nolarentacar.com
Ahmedghonim@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 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) **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.

(h) **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.

(i) **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.

(j) **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.

(k) **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.

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

(m) **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.

(n) **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.

(o) **Electronic Signature and Delivery.** The Parties agree that a signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally 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 signed copy of this Agreement.

**[SIGNATURES, EXHIBIT "A", EXHIBIT "B", AND THE CERTIFIED ORDINANCE
FOLLOW ON THE NEXT PAGES.]**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the ____ day of _____, 20__.

CITY OF NEW ORLEANS

WITNESS:

BY: _____
HELENA MORENO, MAYOR

WITNESS:

NOTARY PUBLIC

APPROVED AS TO FORM AND LEGALITY:
Law Department

BY: _____

PRINTED NAME: _____

THIS DONE AND PASSED, on this 30 day of May, 2025

WITNESS:

Rosemary Lopez
Printed Name: Rosemary Lopez

GRANTEE:

717 COMMON PROPERTIES, LLC

BY: AH

AHMED SALEM

WITNESS:

Rolando Martinez
Printed Name: Rolando Martinez

Permanent Mailing Address of Grantee:

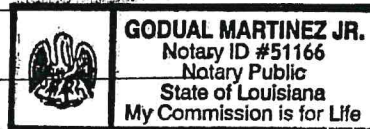
Attn: Ahmed Salem
3701 Airline Drive
Metairie, La 70001

[Signature]
NOTARY PUBLIC

Printed Name: _____

Notary/Bar No. (State): _____

My Commission Expires: _____

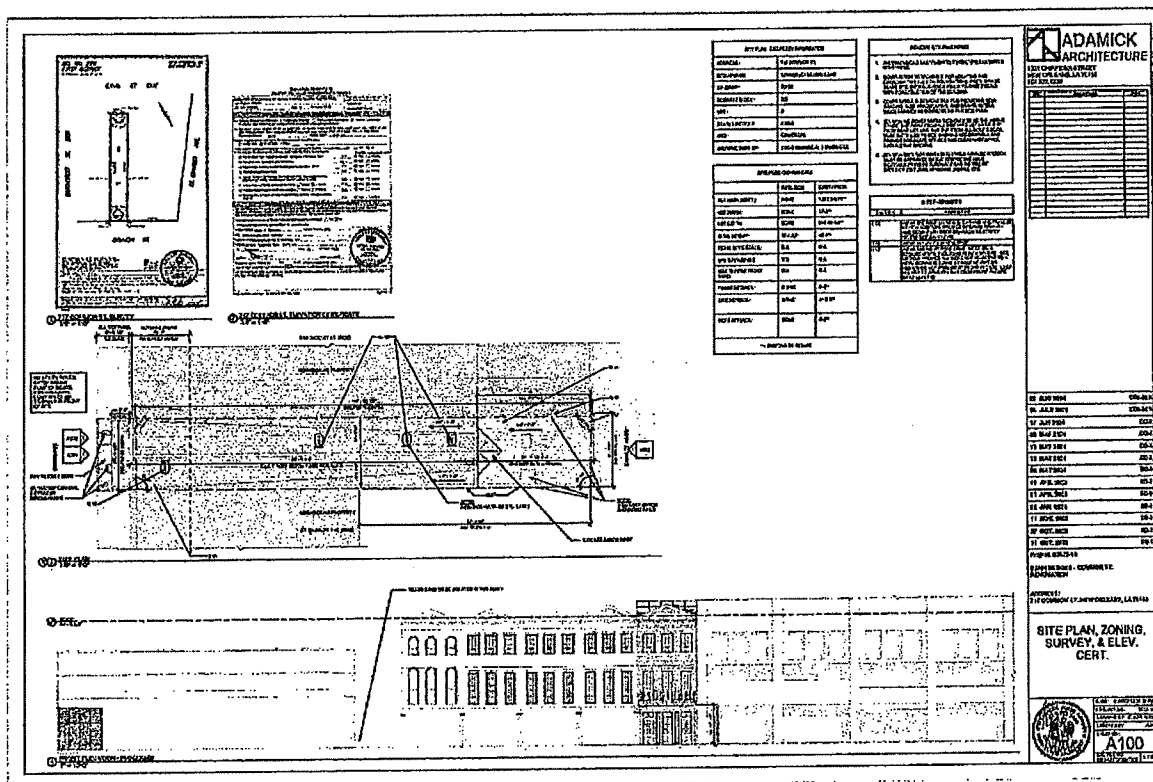


(Affix Seal)

EXHIBIT A

A certain portion of land with all the improvements thereon situated in the First Municipal District, fifth Assessment, City of New Orleans, Parish of Orleans, State of Louisiana known as Lot 6 in Square 225, fronting Common St., bounded by Carondelet, Canal and St. Charles Streets, beginning 119 feet 1 inch 0 lines from the corner of St. Charles and Common and measuring 17 feet 8 inches 0 lines, same width in the rear by 112 feet 6 inches 2 lines in depth.

Being the same property acquired by 717 Common LLC, by act recorded on December 29, 2006 at Inst. 2006-55559, CIN 336195.

EXHIBIT B

CERTIFIED ORDINANCE

[TO BE ATTACHED SEPARATELY.]

**ADAMI
ARCHITECT**

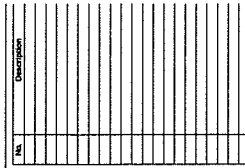
3301 CHIPPEWA STREET
NEW ORLEANS, LA 70115
504.322.1200

[illegible]A black and white photograph of a multi-story brick building. The building has a prominent gabled roof on the left side. The facade is made of brick and features several windows of varying sizes. A central entrance is visible, and there is a small balcony or protrusion on the right side of the building. The image is oriented horizontally, with the building's facade facing left.

ABBREVIATIONS		HEATING, VENTILATION & AC	
AC	AIR CONDITIONING	HVAC	HEATING, VENTILATION & AIR CONDITIONING
A.C.	ALTERNATING CURRENT	LAW	INSULATION
A.F.G.	ABOVE FINISHED GRADE	INSUL.	INSULATION
ALT.	ALTERNATE	INT.	INTERIOR
BBB	BEADED BOARD	INT. W.	INTERIOR WOOD
BLO.	BLOCK	MAX.	MAXIMUM
CL	CENTERLINE	MACH.	MECHANICAL
CLG	CLEARING	MCH.	MACHINERY
CLR	CLEARANCE	MCT	MATERIAL CONTRACT
CONC.	CONCRETE	N.T.S.	NOT TO SCALE
CONT.	CONTINUOUS	O.C.	ON CENTER
C.J.	CONTROL JOINT	PLUMB.	PLUMBING
DEC.	DECORATIVE	P.V.	PLYWOOD
DECOR.	DECORATIVE	P.V.	PLYWOOD
DTL	DETAIL	P.L.	PROPERTY LINE
DIAL	DIAMETER	P.L.	PRESSURE TREATED WOOD
DOWN	DOWN	P.V.	PHOTOVOLTAIC
D.N.	DOWN	RE.	REFERENCE
D.S.	DOWNSPOUT	REQ.	REQUIRED
ELEC.	ELECTRICAL	R.M.	ROOM
E.O.	EQUAL	R.M.	ROOM
EQUIP.	EQUIPMENT	SCHED.	SCHEDULE
E.L.	EXPANSION JOINT	SECT.	SECTION
E.L.	EXPANSION JOINT	SHTG.	SHEDDING
E.T.R.	EXISTING TO REMAIN	SPEC.	SPECIFIED
F.B.O.	FURNISHED BY OWNER	STRUC.	STRUCTURAL
F.D.	FLOOR DRAIN	THK	THICK
F.F.	FLOOR FINISH	TAG	TONGUE & GROOVE
F.F.	FLOOR FINISH	TYP.	TYPICAL
F.L.	FINISH FLOOR LEVEL	V.F.	VERIFY FIELD
GYP.	GYPSON BOARD	W.	WITH
HT.	HEIGHT	W.C.	WINDOW
HOR.	HORIZONTAL	W.C.	WATER CLOSET
INSTR.	INSTRUMENT		

[illegible]

ARCHITECT:	STRUCT. ENGINEER:	MEP ENGINEER:	CONTRACTOR:	OWNER:
ADAMICK ARCHITECTURE 3301 Chippewa St. New Orleans, LA 70115 504.322.1220 Contact: Alec Adamick E-mail: alec@adamickarchitecture.com	AXIS ENGINEERING 3500 N Causeway Blvd. Suite 650 Metairie, LA 70002 504.380.0800 Contact: James Heaslip E-mail: james@axisengr.com	REVOLUTION ENGINEERING 3590 E. Patrick Lane Las Vegas, NV, 89120 702-514-3361 Contact: Mahlet Yegizerfiker E-mail: mahlet@revolutionmep.com	T.B.D.	717 COMMON PROPERTIES LLC CHRISTIAN LOMBARDO + AHMED SALIM GHONIM 3701 Airline Dr. Metairie, LA 70001 281.827.9496 Contact: Christian Lombardo E-mail: Christian@nolarentacar.com Contact: Ahmed Ghonim E-mail: ahmedghonim@gmail.com



SHEET - KEYNOTES	
Key Value	Keynote Text
N-14	INVESTIGATE OTHER SUBSISTING AND EXISTING AT NEW CONDUIT, PROVIDE INTERNAL, PRIMARY AND SECONDARY ROOF DRAINAGE TO STREET BELOW SIDEWALK LEVEL.
N-15	INVESTIGATE IN NEW ROOF.
N-17	INVESTIGATE IN NEW ROOF. REQUIREMENT: INCLUDING 18 INCH SPACING DETAILS, PROVIDE ALL SLOES NOT ADJACENT TO A NEIGHBORING BUILDING A FLOOD HEAD OR FLOOD HEAD TO THE STREET. ALL MEASUREMENTS KEEP ALL MEP EQUIPMENT AWAY FROM FRONT FACADE BY AT LEAST 15'

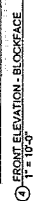
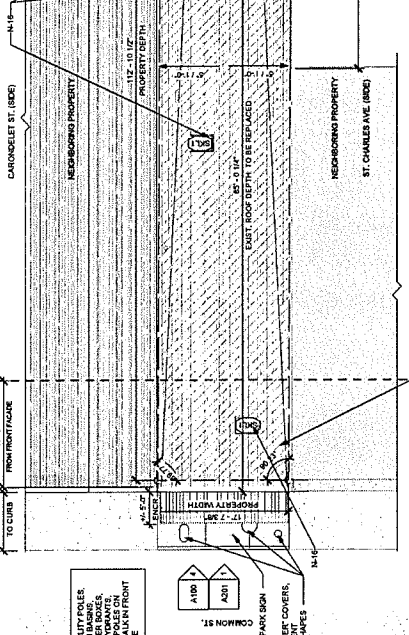
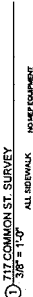
SITE PLAN ZONING DATA		REQUIRED	EXIST'G PROP.
LOT AREA (SQ. FT.):	NONE	NONE	1,885 SQ. FT.
LOT WIDTH:	NONE	NONE	17'-0"
LOT DEPTH:	NONE	NONE	114'-10 1/4"
BUILD. HEIGHT:	17' 4.2	45'-0"	
FRESH OPEN SPACE:	N/A	N/A	
MIN. OPEN SPACE:	N/A	N/A	
MAX. IMPERV. FRONT YARD:	N/A	N/A	
FRONT SETBACK:	5' MAX	5'-0"	
SIDE SETBACK:	NONE	NONE	4'-0"
REAR SETBACK:	NONE	NONE	5'-0"

* = GOING TO REMAIN

ADDRESS:
717 COMMON ST. NEW ORLEAN

DATE: 8/2
PROJECT:
DRAWING:
CHECKED:
SHEET NO. A'
CAD FILE N
2023-1-10

JOHN JAMES ADAMICK & SONS
INC. NO. 5168
REGISTERED
ARCHITECTS
AND ENGINEERS
STATE OF ARIZONA

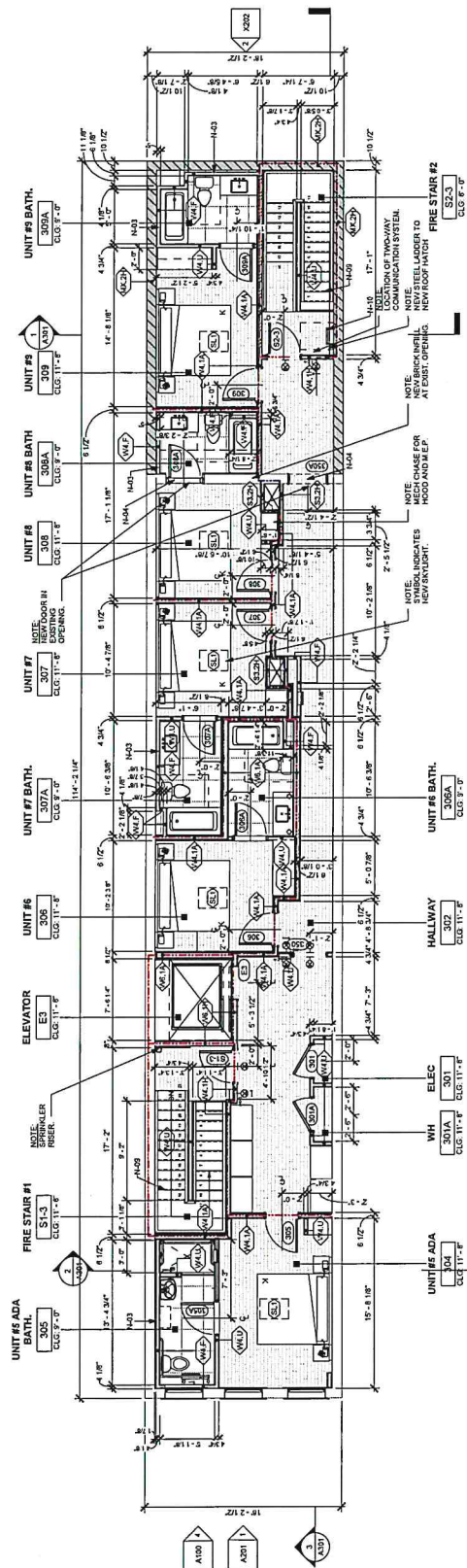
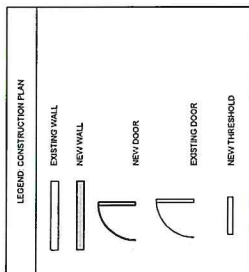


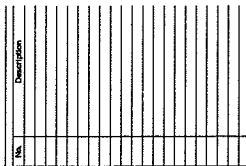
④ FRONT ELEVATION
1" = 10'-0"

1. ALL DIMENSIONS ARE TO FINISH UNLESS NOTED OTHERWISE. GC TO VERIFY ALL DIM. FIELD.
2. GC WILL PROVIDE BATT INSULATION IN CAVITIES OF ALL INSULATION STRATEGY.
3. GC TO INSTALL DRAFT STOP IN COMBUSTIBLE CONSTRUCTION WHERE THERE IS LEAKAGE SPACE ABOVE FLOORING/ASSEMBLY. DRAFT STOPS SHALL BE INSTALLED IN ACCORDANCE WITH IRC SECTION R602.1.
4. GC WILL REPLACE PREEXISTING IF DAMAGED OR FOUND DEFECTIVE DURING THE COURSE OF CONSTRUCTION.
5. ALL NEW WINDOWS & DOORS TO BE SELECTED BY GC AND APPROVED BY THE OWNER PRIOR TO PURCHASE. ALL NEW WINDOWS & DOORS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPEC. ALL EXTERIOR DOOR & WINDOW UNITS HAVE NEW DPC. ALL CASING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPEC AND GENERAL WINDOW NOTES.
6. GC TO PROVIDE PROTECTION FOR ALL NEW INSTALLED MATERIALS. GC TO PROVIDE PROTECTION FOR ALL EXISTING MATERIALS. DURING ALL FINISH/COMPLETION OF REPAIRS, GC TO PROVIDE PROTECTION FOR ALL EXISTING MATERIALS AND TURNES OVER AT FINAL COMPLETION OF PROJECT.

26 AUG 2024
16 JULY 2024
17 JUN 2024
28 MAY 2024
13 MAY 2024
10 MAY 2024
06 MAY 2024
13 APR 2024
01 APR 2024
32 JAN 2024
11 NOV 2023
27 OCT 2023
11 OCT 2023
Project: #2023-18
171 COMMON ST. NEW ORLEANS
ADDRESS:
171 COMMON ST. NEW ORLEANS
RENOVATION
BOYS - COMMON ST.

DATE: 02	PROJECT: 1	DRAWING: 1	CHECKED: 1	SHEET NO. A	CAD FILE
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[illegible]

1. ALL DIMENSIONS ARE "FINISH TO FINISH" UNLESS NOTED OTHERWISE. GC TO VERIFY ALL DIMS. IN FIELD.
2. GC WILL PROVIDE BATT INSULATION IN CAVES OF ANY INSULATION STRATEGY.
3. GC TO INSTALL DRAFT STOP IN COMBUSTIBLE WALLS AND FLOORS TO PREVENT AIR SPACE ABOVE AND BELOW THE COMBUSTIBLE BATT OF A WALL OR FLOOR. GC TO VERIFY ALL DIMS. IN FIELD. GC TO VERIFY INSULATION IN ACCORDANCE WITH IECC 2015 SECTION R02.12.
4. GC WILL REPLACE PERIMETER JOINTS IF DISTURBED OR MISSING. GC TO VERIFY DIMS. IN FIELD.
5. ALL NEW WINDOWS & DOORS TO BE SELECTED BY GC TO MEET ALL NEW ENERGY CODES. GC TO VERIFY AND INSTALL ALL NEW WINDOWS & DOORS TO BE USED. GC TO VERIFY ALL DIMS. IN FIELD. GC TO VERIFY ALL NEW DOORS & WINDOWS TO HAVE NEW UFG CAN BE USED FOR ENERGY CODE COMPLIANCE. GC TO VERIFY ALL NEW WINDOWS AND DOORS TO BE USED TO MEET ALL NEW ENERGY CODES.
6. GC TO PROVIDE PROTECTION FOR ALL NEW INSTALLED MATERIALS. FUTURE MILLWORK, APPLIANCE ETC. BIDDERS MUST BE RESPONSIBLE FOR REPLACING. FUTURE NOT DAMAGED AT END OF CONSTRUCTION.

Key Value	Keynote Text
17	(NEW) RAILING AT ROOF EDGE. MEET OSHA REQUIREMENTS, INCLUDING 18 INCH SPHERE DETAILS. PROVIDE ALL DEES NOT ADJACENT TO A NEIGHBORING BUILDING AT ROOF HEIGHT OR HIGHER. DO NOT PROVIDE AT FRONT FACADE. ALL DETAILING AWAY FROM FRONT FACADE BY 10'-0".

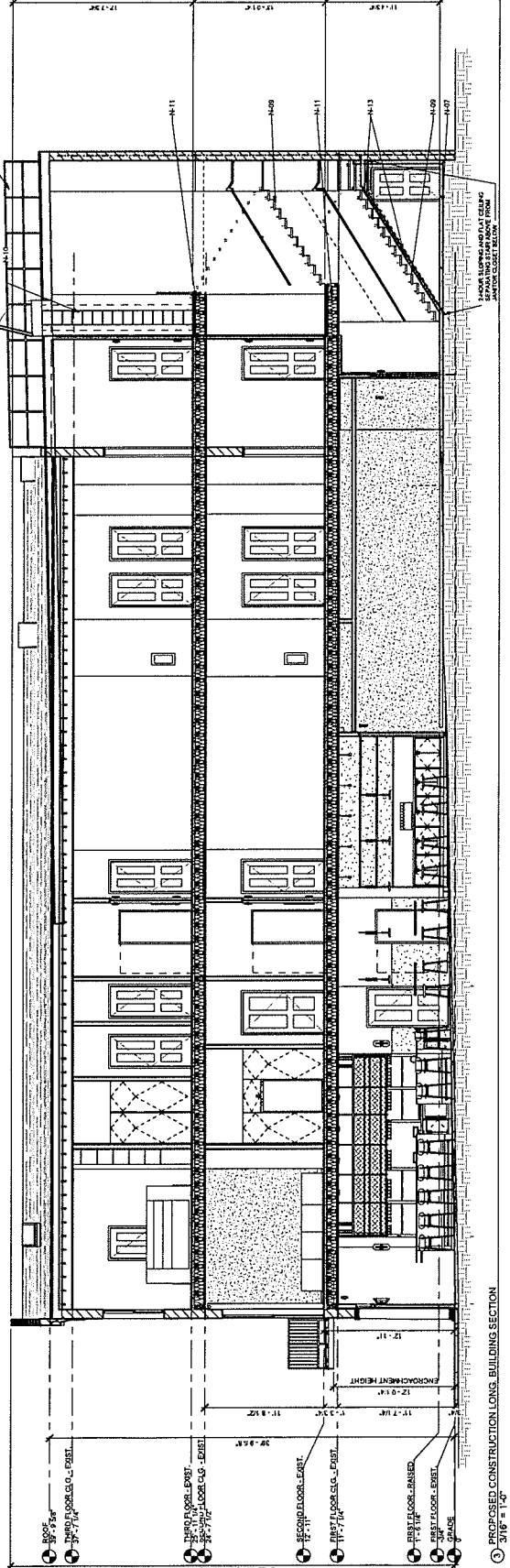
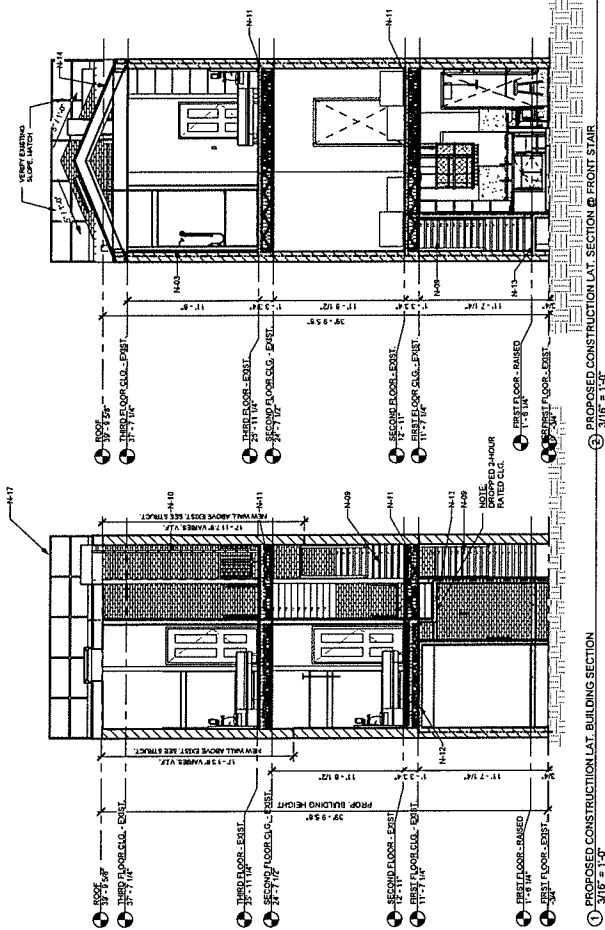
Key Value	Work Item Test
01	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
02	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
03	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
04	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
05	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
06	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
07	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
08	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
09	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
10	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
11	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
12	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
13	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL
14	NEW 1' BRICK WALL IN FRONT OF EXISTING PARTY WALL

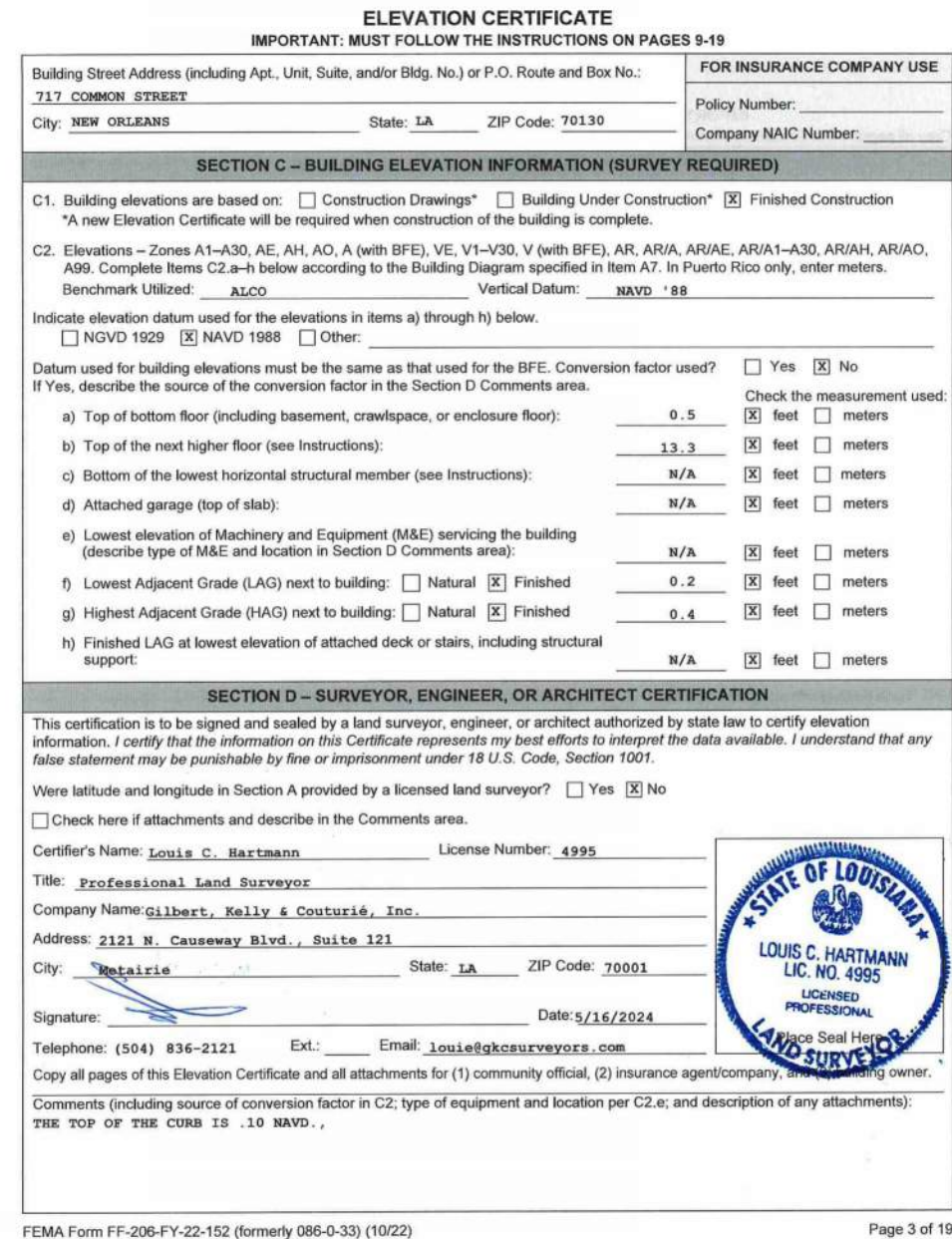
15 AUG 2024
18 JUL 2024
17 JUN 2024
28 MAY 2024
13 MAY 2024
10 MAY 2024
06 MAY 2024
13 APR 2024
01 APR 2024
22 JAN 2024
11 NOV 2023
27 OCT 2023
11 OCT 2023

Project: #2023-18
SEANH MI BOYS - COMMON ST.
RENOVATION

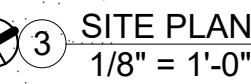
ADDRESS:
717 COMMON ST. NEW ORLEAN

PROPOSED BUILDING SECT & NOTES





2 717 COMMON ST. ELEVATION CERTIFICATE
3/8" = 1'-0"



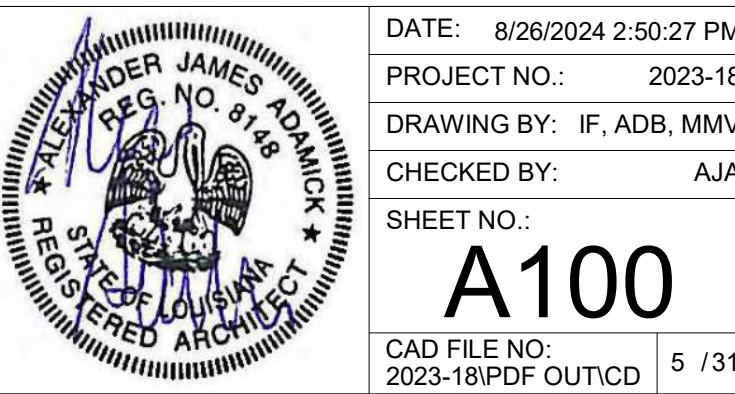
SITE PLAN : ZONING DATA		
	REQUIRED	EXIST / PROP.
LOT AREA (SQ. FT.) :	NONE	1,985 SQ.FT.*
LOT WIDTH :	NONE	17'-3"
LOT DEPTH :	NONE	114'-10 1/4"
BLDG. HEIGHT :	17.4 A.2	40'-1"
PERM. OPEN SPACE:	N/A	N/A
MIN. OPEN SPACE :	N/A	N/A
MAX. IMPERV. FRONT YARD:	N/A	N/A
FRONT SETBACK :	5' MAX	0'-0"
SIDE SETBACK :	NONE	+/- 0'-0"
REAR SETBACK :	NONE	0'-0"

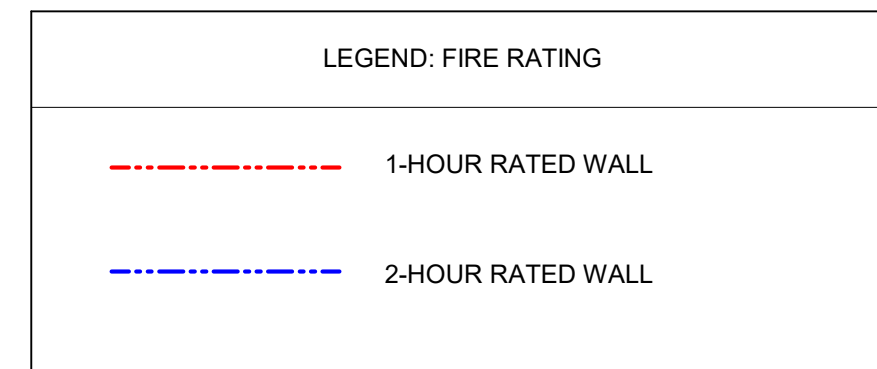
* = EXISTING TO REMAIN

SHEET - KEYNOTES	
Key Value	Keynote Text
N-14	(NEW) TPO ROOF ON NEW SHEATHING AND FRAMING AT NEW ADDITION. PROVIDE INTERNAL PRIMARY AND SECONDARY ROOF DRAINAGE TO STREET BELOW SIDEWALK LEVEL.
N-16	(NEW) SKYLIGHTS IN NEW ROOF.
N-17	(NEW) RAILING AT ROOF EDGE. MEET OSHA REQUIREMENTS, INCLUDING 19 INCH SPHERE. SEE DETAILS. PROVIDE ALL SIDES NOT ADJACENT TO A NEIGHBORING BUILDING AT ROOF HEIGHT OR HIGHER. DO NOT PROVIDE AT FRONT FACADE. KEEP ALL MEP EQUIPMENT AWAY FROM FRONT FACADE BY AT LEAST 15'

26	AUG 2024	CDs-99%
18	JULY 2024	CDs-85%
17	JUN 2024	DD-8
28	MAY 2024	DD-4
13	MAY 2024	DD-3
10	MAY 2024	DD-2
06	MAY 2024	DD-1
13	APR. 2024	SD-7
01	APR. 2024	SD-6
22	JAN. 2024	SD-5
11	NOV. 2023	SD-3
27	OCT. 2023	SD-1
11	OCT. 2023	EC-1

SITE PLAN, ZONING,
SURVEY, & ELEV.
CERT.



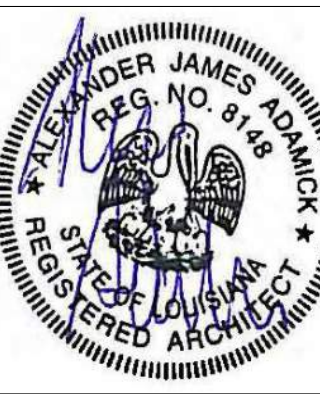
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Project: #2023-18

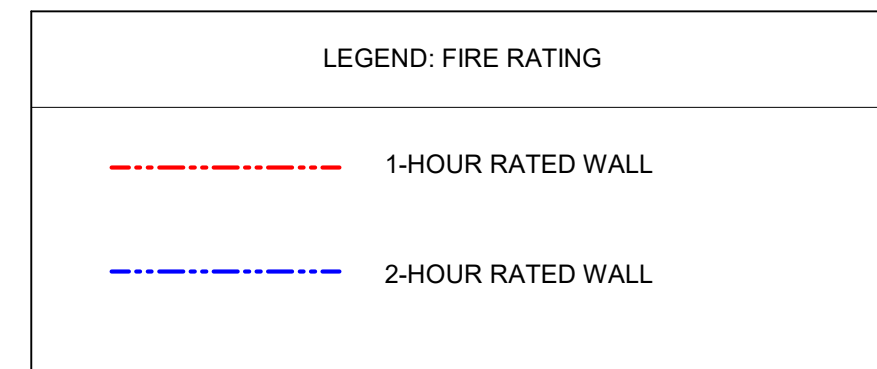
**BANH MI BOYS - COMMON ST.
RENOVATION**

ADDRESS:
717 COMMON ST. NEW ORLEANS, LA 70130

PROPOSED FIRST FLOOR PLAN & NOTES



DATE: 8/26/2024 2:50:28 PM
 PROJECT NO.: 2023-1
 DRAWING BY: IF, ADB, MM
 CHECKED BY: AJ
 SHEET NO.:
A101
 CAD FILE NO:
 2023-18\PDF OUT\CD 11/3

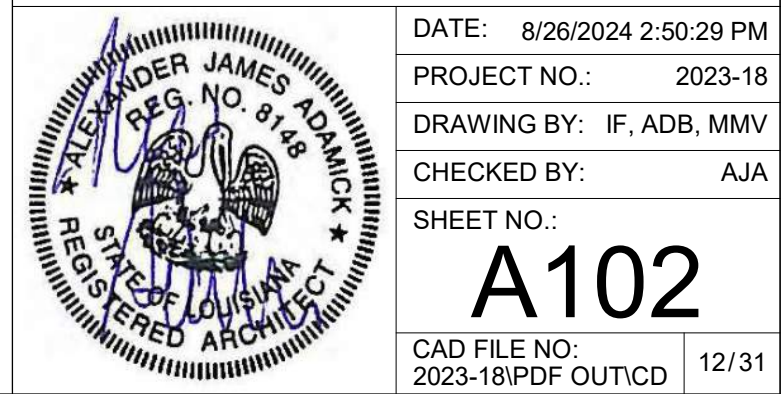


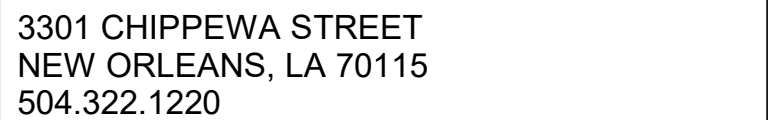
- [illegible]

Project: #2023-18

**BANH MI BOYS - COMMON ST.
RENOVATION**

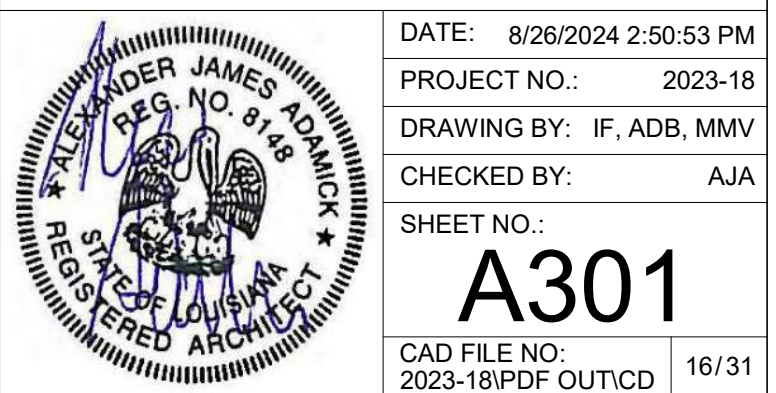
PROPOSED SECOND FLOOR PLAN & NOTES





26 AUG 2024	CDs-99%
18 JULY 2024	CDs-85%
17 JUN 2024	DD-5
28 MAY 2024	DD-4
13 MAY 2024	DD-3
10 MAY 2024	DD-2
06 MAY 2024	DD-1
13 APR. 2024	SD-7
01 APR. 2024	SD-6
22 JAN. 2024	SD-5
11 NOV. 2023	SD-3
27 OCT. 2023	SD-1
11 OCT. 2023	EC-1

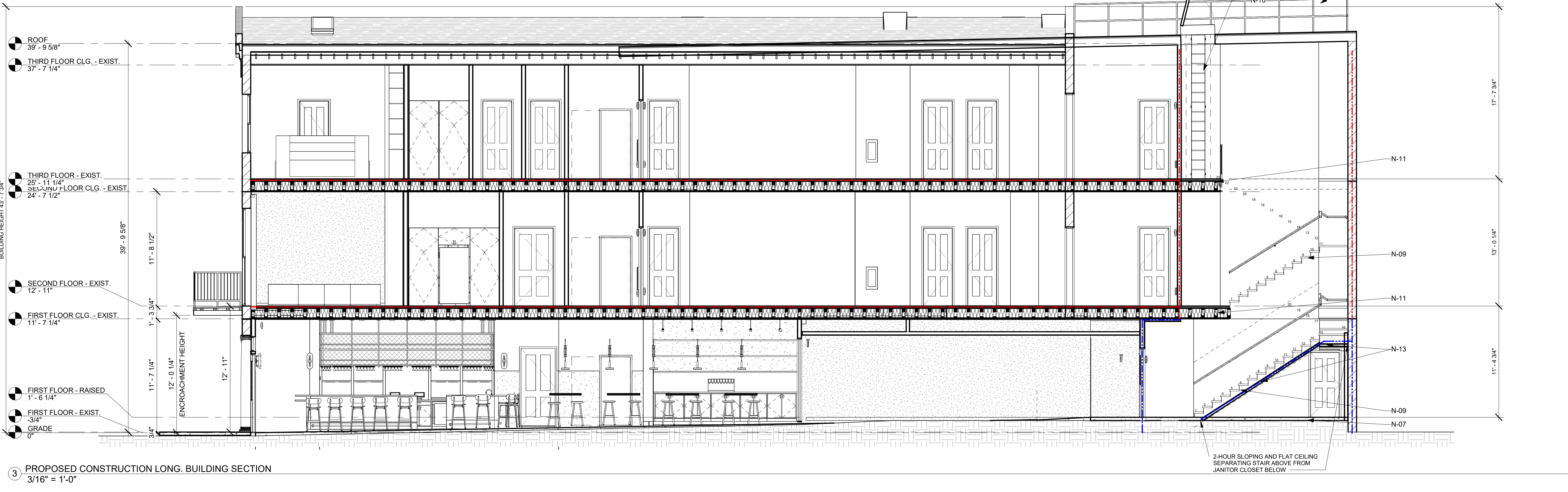
PROPOSED BUILDING SECTIONS & NOTES



SHEET - KEYNOTES	
Key Value	Keynote Text
N-17	(NEW) RAILING AT ROOF EDGE. MEET OSHA REQUIREMENTS, INCLUDING 19 INCH SPHERE. SEE DETAILS. PROVIDE ALL SIDES NOT ADJACENT TO A NEIGHBORING BUILDING AT ROOF HEIGHT OR HIGHER. DO NOT PROVIDE AT FRONT FACADE. KEEP ALL MEP EQUIPMENT AWAY FROM FRONT FACADE BY AT LEAST 15'

GENERAL CONSTRUCTION NOTES

1. ALL DIMENSIONS ARE "FINISH TO FINISH," UNLESS NOTED OTHERWISE. GC TO VERIFY ALL DIMS. IN FIELD.
2. GC WILL PROVIDE BATT INSULATION IN CAVITIES OF ANY EXTERIOR WALL. SEE SHEETS A351 & A501 FOR INSULATION STRATEGY.
3. GC TO INSTALL DRAFT STOPS IN COMBUSTIBLE CONSTRUCTION WHERE THERE IS USABLE SPACE ABOVE AND BELOW THE CONCEALED SPACE OF A FLOOR/CEILING ASSEMBLY. DRAFT STOPS SHALL BE INSTALLED IN ACCORDANCE WITH IBC 2021 SECTION R302.12.
4. GC WILL REPLACE FIREPROOFING IF DISTURBED OR FOUND DEFICIENT DURING THE COURSE OF CONSTRUCTION.
5. ALL NEW WINDOWS & DOORS TO BE SELECTED BY GC, AND APPROVED BY THE OWNER PRIOR TO PURCHASE AND INSTALL. ALL NEW WINDOWS & DOORS TO BE INSTALLED USING MANUFACTURERS SPECS, ALL EXTERIOR DOORS & WINDOWS TO HAVE NEW DRIP CAP. CASING **TO MATCH EXISTING**. SEE WINDOW & DOORS SCHEDULE ON SHEET A601 FOR SIZING AND GENERAL WINDOW NOTES.
6. GC TO PROVIDE PROTECTION FOR ALL NEW INSTALLED MATERIALS, FIXTURES, MILLWORK, APPLIANCES, ETC. AND TURNED OVER AT FINAL COMPLETION FREE OF BLEMISHES, DENTS, GC RESPONSIBLE FOR REPLACING/ FIXING ANY DAMAGED ITEMS AT END OF CONSTRUCTION.



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 717 Common Properties, LLC, air rights for the purpose encroachments of a balcony bearing the municipal address of 717 Common Street for a yearly payment of \$458.00;

1. Donald E. Nelson III
Department Head
2. Stephen Nelson
Deputy CAO
3. Elizabeth Brusseau
Chief Administrative Officer
4. Elizabeth Brusseau
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: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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



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:

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

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



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