

**ORDINANCE**

**CITY OF NEW ORLEANS**

**CITY HALL: March 12, 2026**

**CALENDAR NO. 35,353**

**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 1714 Erato 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.

1           **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS**, that  
2 the following portions of the public rights-of-way are not needed for public purposes at this time and that the  
3 Mayor is hereby authorized to grant the following servitude thereon to the adjacent property owners as  
4 described below for a yearly payment of \$41.00 said annual payment subject to upward adjustment of 15%,  
5 rounded to the nearest dollar, following the expiration of every fifth year after April 1, 2025:

6                   Approximately 12.30 square feet of ground rights consisting of the Encroachments of  
7                   steps, on/over the Erato Street public right-of-way, the Encroachments being part of the  
8                   improvements located in the 1st Municipal District, Square 0, Lot 10, bounded by Erato  
9                   Street, Carondelet Street, Thalia Street, Baronne Street, bearing the municipal address  
10                  1714 Erato Street, New Orleans, Louisiana.

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

2           a)       The owner, which owns the improvements adjacent to the City-owned property, has  
3                  constructed or is planning to construct improvements upon the public rights-of-way after

4 applying for and obtaining building permits, to the extent necessary, from the City of New  
5 Orleans;

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

1 **SECTION 3.** That the Mayor is hereby authorized to execute the servitude agreement attached  
2 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**  
**THALIA AND ERATO, 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) **THALIA AND ERATO, LLC**, a Louisiana limited liability company, with a domicile address of 1712 Soniat Street, New Orleans, LA 70115, represented herein by Sam Levin, 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 steps

on/over the Erato 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 12.30 square feet of ground rights for the proposed encroachment of a steps, on/over the Erato Street right-of-way, the encroachment being part of the improvements located in the 1st Municipal District, Square 240-A, Lot 10, bounded by Erato Street, Carondelet Street, Thalia Street, Baronne Street bearing the municipal address 1714 ERATO STREET, New Orleans, LA 70115.*

## **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) **Payment.** In consideration of this Grant of Servitude, Grantee shall pay to the City the sum of forty one dollars (\$41.00) prior to the execution of the Grant of Servitude.

(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 the one-time 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:

Thalia and Erato, LLC  
c/o Sam Levin  
1712 Soniat Street  
New Orleans, LA 70115  
Sam@pigeionhol.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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESS:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**GRANTEE:**

**THALIA AND ERATO, LLC**

**BY:** \_\_\_\_\_

**SAM LEVIN**

**WITNESS:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**Permanent Mailing Address of Grantee:**

Attn: Sam Levin  
1712 Soniat Street  
New Orleans, LA 70115

\_\_\_\_\_  
**NOTARY PUBLIC**

Printed Name: \_\_\_\_\_

Notary/Bar No. (State): \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*(Affix Seal)*

**EXHIBIT A**

ONE CERTAIN PIECE OR PORTION OF GROUND SITUATED IN SQUARE 240-A, together with all of 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 First District of the City of New Orleans, Parish of Orleans, State of Louisiana, bounded by Erato Street, Carondelet Street, Baronne Street, and Square 240-A , as per resubdivision plat by Batture, LLC, revised September 21, 2021, said lot is designated as Lot 10, and measures as follows:

Commencing at a point on the Northerly right-of-way of Carondelet Street (having a 63.95 foot right-of-way) and the Westerly right-of-way of Erato Street (having a 42.63 foot right-of-way) and at a point, also known as the point of commencement, thence along said right-of-way North 57 degrees 49 minutes 40 seconds West a distance of 140.00 feet to a point; also known as point of beginning, thence leaving said right-of-way South 32 degrees 11 minutes 05 seconds West a distance of 127.94 feet to a point, thence North 57 degrees 49 minutes 40 seconds West a distance of 30.00 feet to a point, thence North 32 degrees 11 minutes 05 seconds East a distance of 127.94 feet to a point on the Westerly right-of-way of Erato Street, thence along said right-of-way South 57 degrees 49 minutes 40 seconds East a distance of 30.00 feet to a point also known as the point of beginning containing an area of 0.088 acres (3,838 square feet).

**For informational purposes only:**

The property bears the Municipal No. 1714 Erato Street, New Orleans, LA 70130





**CERTIFIED ORDINANCE**

**[TO BE ATTACHED SEPARATELY.]**

# CODE INFORMATION

**APPLICABLE CODES**  
 CITY OF NEW ORLEANS ZONING ORDINANCE  
 2021 INTERNATIONAL BUILDING CODE (IBC) WITH CITY OF NEW ORLEANS AMENDMENTS  
 2015 NFPA 101, LIFE SAFETY CODE  
 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN/ADAAG/ABA  
 2021 INTERNATIONAL MECHANICAL CODE (IMC)  
 2021 INTERNATIONAL PLUMBING CODE (IPC)  
 2020 NATIONAL ELECTRICAL CODE (NEC)  
 2021 INTERNATIONAL FUEL GAS CODE

2012 INTERNATIONAL FIRE CODE (IFC)  
 2015 LOUISIANA STATE PLUMBING CODE (LSPC)  
 2011 TITLE 51- SANITARY CODE (AMENDED 2/2015)  
 1984 SEWAGE & WATER BOARD OF NEW ORLEANS

2019 ASHRAE 90.1  
 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)  
 2012 SMACNA, 7TH EDITION

**PROJECT AREA**

LOT AREA:	SQ. 240A	
LOT 10:		3,838 SF
BUILDING AREA:	FIRST FLOOR	2,187 S.F. (GROSS)
	SECOND FLOOR	2,187 S.F. (GROSS)
	TOTAL	4,374 S.F. (GROSS)

## ZONING REQUIREMENTS

Base Zoning District:  
 MU-2 HIGH INTENSITY MIXED-USE DISTRICT  
 Maximum Height: 85'-0" E.L., 7 STORIES

Overlay Zoning District: N/A

Lot Yield & Area Requirements:  
 YARDS: FRONT: 0 FEET  
 CORNER SIDE: 0 FEET  
 REAR: 0 FEET

PERMEABLE AREA: AREA REQ'D ≥ 2% LOT AREA  
 AREA REQ'D ≥ 767 SF  
 AREA PROVIDED - 1069 SF

ELEVATION REQUIREMENTS  
 FLOOD ZONE: X

OCCUPANCY CLASSIFICATIONS:  
 PROPOSED USE:  
 HOTEL, R-1 (IBC 310.3)  
 HOTEL (NFPA 6.1.8.1.3)  
 HOTEL/MOTEL (N.O. CZO)

## BUILDING CONSTRUCTION

Construction Type:  
 TYPE V-B: COMBUSTIBLE, UNPROTECTED (IBC SEC 602.5)  
 3 STORIES MAX., 21,000 SF/STORY MAX.

Roof Fire Classification:  
 IBC (TABLE 1505.1): Class C

Passive Fire Protection:  
 IBC (TABLE 601): ALL ELEMENTS: 0 HOURS  
 NFPA 101 (AB.2.1.1): ALL ELEMENTS: 0 HOURS

## ACTIVE FIRE PROTECTION

Automatic Sprinkler System:  
 HOTEL, R-1  
 (IBC, 903.2.8) REQUIRED  
 HOTEL  
 (NFPA 101, 28.3.5.1) REQUIRED

Fire Alarm System:  
 HOTEL, R-1  
 (IBC 907.2.8) REQUIRED  
 HOTEL  
 (NFPA 101, 28.3.4.1) REQUIRED

Portable Fire Extinguishers:

## ACCESSIBILITY

Accessible Rooms (ADA TABLE 9.1.2):  
 TOTAL NO. OF SUITE TYPES: 1 (4 EA.)  
 TOTAL NO. OF SUITES: 4 (3 SUITES ON 1722 ERATO, 1 THIS SITE)  
 REQ'D ACCESSIBLE SUITES: 1

## ENERGY CODE COMPLIANCE SUMMARY - IECC 2021

ORLEANS PARISH (CLIMATE ZONE 2A)

COMPLIANCE METHOD	CHECK
PRESCRIPTIVE	X
RESCHECK	
COMCHECK	X
BUILDING AREA	
TOTAL AREA (SQ FT) OF CONDITIONED SPACE	3707 SF
INSULATION VALUES C402	
CEILING/ROOF	R-38
WALLS	R-20 FRAME / R-8.1(U-0.123) MASS
BASEMENT	N/A
FLOOR	R-30
SLAB	N/A
CRAWLSPACE	N/A
HEATING EQUIPMENT	
ELECTRIC	EFFICIENCY (BTUS / RATING)
GAS	REFER TO COMCHECK
COOLING EQUIPMENT	
	EFFICIENCY (BTUS/SEER)
	REFER TO COMCHECK
FENESTRATION U-VALUE	
FIXED	0.45 MAX.
OPERABLE	0.60 MAX.
ENTRANCE DOORS	0.77 MAX.
FENESTRATION SHGC	
PROJECTION FACTOR (PF) < 0.2	0.25 FIXED / 0.23 OPERABLE
0.2 <= PF < 0.5	0.30 FIXED / 0.28 OPERABLE
PF >= 0.5	0.40 FIXED / 0.37 OPERABLE
SKYLIGHT U VALUE	
	U VALUE
	0.65

# ERATO HOUSES - BUILDING D

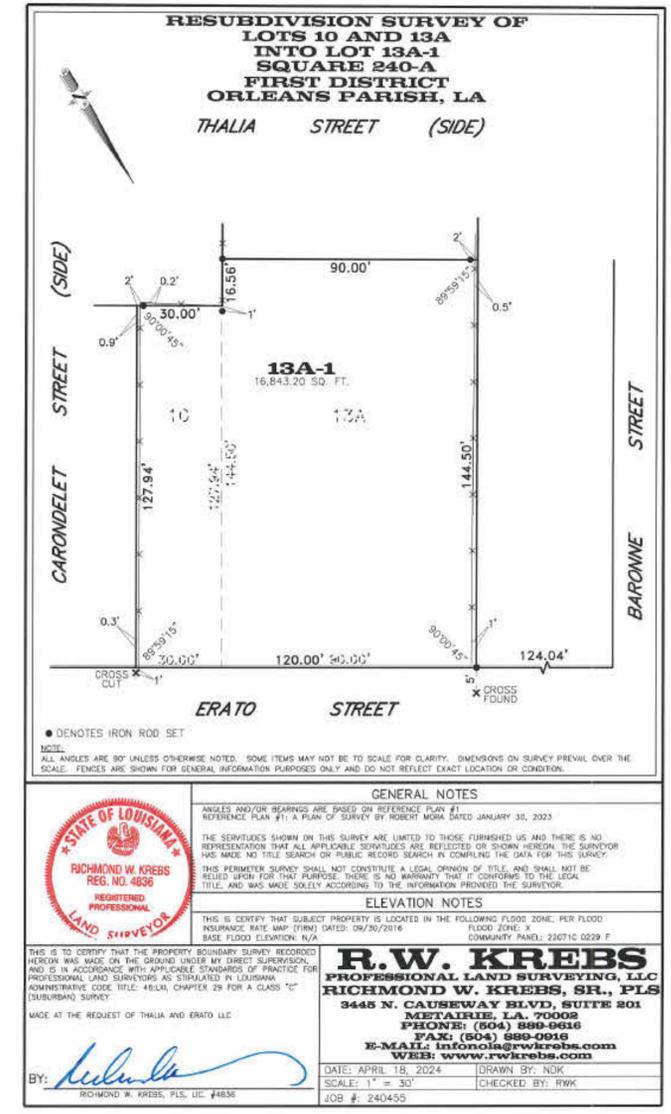
1714 ERATO ST  
 NEW ORLEANS, LA 70113

BID DOCUMENTS  
 APRIL 30, 2024

## DRAWING LIST

	03/01/2024 REVISED 04/30/2024 BID DOCS	
G-0.00 SHEET INDEX, CODE INFORMATION, BUILDING CODES	X	X
G-1.02 LIFE SAFETY PLANS	X	X
G-2.01 ACCESSIBILITY NOTES	X	X
C-07 EXISTING CONDITIONS & DEMOLITION PLAN	X	X
C-08 SITE PLAN	X	X
C-09 GRADING PLAN	X	X
C-10 UTILITY PLAN	X	X
C-11 DETAILS	X	X
L-02 PLANTING PLAN	X	X
A-0.01 TYPICAL ASSEMBLIES	X	X
A-0.02 TYPICAL ASSEMBLIES & GENERAL NOTES	X	X
A-1.03 ARCHITECTURAL SITE PLAN	X	X
A-2.04 FLOOR PLANS	X	X
A-2.05 ROOF PLAN	X	X
A-2.24 REFLECTED CEILING PLANS	X	X
A-3.02 EXTERIOR AXONOMETRIC VIEWS	X	X
A-3.16 BUILDING ELEVATIONS	X	X
A-3.17 BUILDING ELEVATIONS	X	X
A-3.18 BUILDING SECTIONS	X	X
A-3.19 BUILDING SECTIONS	X	X
A-4.01 WALL SECTIONS	X	X
A-4.02 WALL SECTIONS	X	X
A-4.04 STREET WALL PLAN SECTION & DETAILS	X	X
A-4.11 EXTERIOR DETAILS	X	X
A-4.12 EXTERIOR DETAILS	X	X
A-5.02 OPENING SCHEDULES	X	X
A-5.03 OPENING DETAILS	X	X
A-6.04 STAIR DETAILS	X	X
A-7.03 INTERIOR FINISH SCHEDULE & DETAILS	X	X
A-7.17 ENLARGED BATHROOM PLANS & ELEVATIONS	X	X
A-7.18 ENLARGED LIVING ROOM PLANS & ELEVATIONS	X	X
A-7.19 ENLARGED BEDROOM SUITE PLAN & ELEVATIONS	X	X
A-7.23 ENLARGED KITCHEN PLAN & ELEVATIONS	X	X
A-7.24 ENLARGED BEDROOM & HALL PLANS & ELEVATIONS	X	X
S-0.00 STRUCTURAL GENERAL NOTES	X	X
S-0.02 STRUCTURAL SPECIAL INSPECTIONS	X	X
S-1.5 PILE LAYOUT & FOUNDATION PLANS	X	X
S-1.6 FIRST & SECOND FLOOR FRAMING PLANS	X	X
S-1.7 SECOND FLOOR ATTIC & ROOF FRAMING PLANS	X	X
S-2.0 FOUNDATION TYPICAL DETAILS	X	X
S-2.4 FOUNDATION SECTIONS & DETAILS	X	X
S-2.5 FOUNDATION SECTIONS & DETAILS	X	X
S-3.0 FRAMING TYPICAL DETAILS	X	X
S-3.4 FRAMING SECTIONS & DETAILS	X	X
S-3.5 FRAMING SECTIONS & DETAILS	X	X
S-3.6 FRAMING SECTIONS & DETAILS	X	X
S-6.0 CONCRETE MASONRY TYPICAL DETAILS	X	X
M-0.3 MECHANICAL SPECIFICATIONS	X	X
M-1.0 SCHEDULES	X	X
M-1.4 FLOOR PLANS	X	X
M-1.5 ROOF PLAN	X	X
M-2.3 DETAILS	X	X
E-1.1 ELECTRICAL SITE PLAN	X	X
E-2.6 LIGHTING PLANS	X	X
E-2.7 FLOOR PLANS	X	X
E-3.4 ELECTRICAL DETAILS	X	X
E-3.5 ELECTRICAL PANEL SCHEDULES	X	X
E-4.2 ELECTRICAL SCHEDULES	X	X
E-5.2 ELECTRICAL SPECIFICATIONS	X	X
E-5.3 FIRE ALARM SPECIFICATIONS	X	X
P-1.7 DOMESTIC WATER FLOOR PLANS	X	X
P-1.8 SANITARY WASTE & VENT FLOOR PLANS	X	X
P-1.9 NATURAL GAS FLOOR PLANS	X	X
P-2.4 PLUMBING RISERS	X	X
P-3.2 PLUMBING DETAILS	X	X
P-4.2 PLUMBING SCHEDULES	X	X
P-5.2 PLUMBING SPECIFICATIONS	X	X

## SURVEY



**GENERAL NOTES**  
 ANGLES AND/OR BEARINGS ARE BASED ON REFERENCE PLAN #1  
 REFERENCE PLAN #1: A PLAN OF SURVEY BY ROBERT MORAN DATED JANUARY 30, 2023

THE SERVICES SHOWN ON THIS SURVEY ARE LIMITED TO THOSE FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVICES ARE REFLECTED OR SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLETING THE DATA FOR THIS SURVEY.

THIS PERMETER SURVEY SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE, AND SHALL NOT BE RELIED UPON FOR THAT PURPOSE. THERE IS NO WARRANTY THAT IT CONFORMS TO THE LOCAL TITLE, AND WAS MADE SOLELY ACCORDING TO THE INFORMATION PROVIDED THE SURVEYOR.

**ELEVATION NOTES**  
 THIS IS TO CERTIFY THAT SUBJECT PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONE, PER FLOOD INSURANCE RATE MAP (FIRM) DATED: 09/20/2016 FLOOD ZONE: X  
 BASE FLOOD ELEVATION: N/A COMMUNITY PANEL: 22071C 0229 F

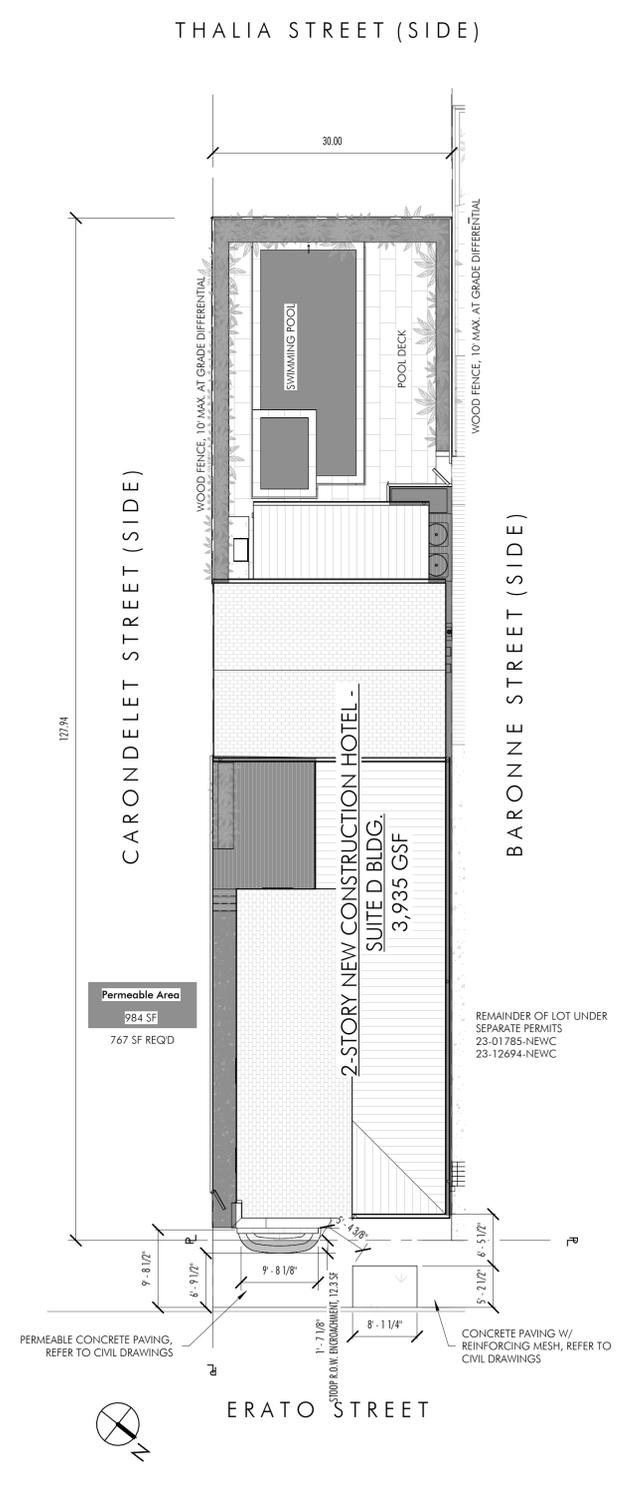
THIS IS TO CERTIFY THAT THE PROPERTY BOUNDARY SURVEY RECORDED HEREON WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS STIPULATED IN LOUISIANA ADMINISTRATIVE CODE TITLE: 48:14, CHAPTER 29 FOR A CLASS "C" (SUBURBAN) SURVEY

MADE AT THE REQUEST OF THALIA AND ERATO, LLC

**R.W. KREBS**  
 PROFESSIONAL LAND SURVEYING, LLC  
 RICHMOND W. KREBS, SR., PLS  
 3445 N. CAUSEWAY BLVD, SUITE 201  
 METAIRIE, LA. 70008  
 PHONE: (504) 899-9916  
 FAX: (504) 899-0916  
 E-MAIL: info@rwwkrebs.com  
 WEB: www.rwwkrebs.com

DATE: APRIL 18, 2024 DRAWN BY: NDK  
 SCALE: 1" = 30' CHECKED BY: HWK  
 JOB #: 240455

## ZONING SITE PLAN



**BEN ALLEN, AIA LEED AP**  
**KIMBERLY PAYNE ALLEN, AIA**  
 130 S TELEMACHUS STREET  
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 (T) 504.517.3220  
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CIVIL/STRUCTURAL  
 BATTURE, LLC  
 5110 FRERET STREET  
 NEW ORLEANS, LA 70115  
 504-533-8644

MEP ENGINEER  
 SALAS O'BRIEN LLC  
 1582 MAGAZINE ST.  
 SUITE 1  
 NEW ORLEANS, LA 70130  
 (504) 930-4080

#	ISSUED SET	DATE
1	BID DOCUMENTS	04/30/2024

PROJECT NAME:  
**ERATO HOUSES**

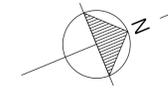
CLIENT:  
**THALIA AND ERATO, LLC**

PROJECT ADDRESS:  
**1714 ERATO ST.  
 NEW ORLEANS, LA 70130**

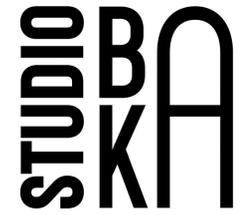
DRAWING NAME:  
**SHEET INDEX, CODE  
 INFORMATION, BUILDING  
 CODES**

DATE:	04/30/24
PROJECT No:	22007
DRAWING BY:	Author
SCALE:	As indicated
DWG No:	G-0.00
Filename:	Author Cross-Check 04/30/2024 ERATO_BKA

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SCALE: 1'=20' (12X18)  
SCALE: 1'=10' (24X36)



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PROFESSIONAL OF RECORD:  
jyemma@batture-eng.com

#	ISSUED SET	DATE
1	DD SET	01/26/2024
2	PERMIT SET	03/01/2024
3	BID DOCUMENTS	04/30/2024

PROJECT NAME:  
**ERATO HOUSES**

CLIENT:  
**THALIA AND ERATO, LLC**

PROJECT ADDRESS:  
**1714 ERATO ST  
NEW ORLEANS, LA  
70113**

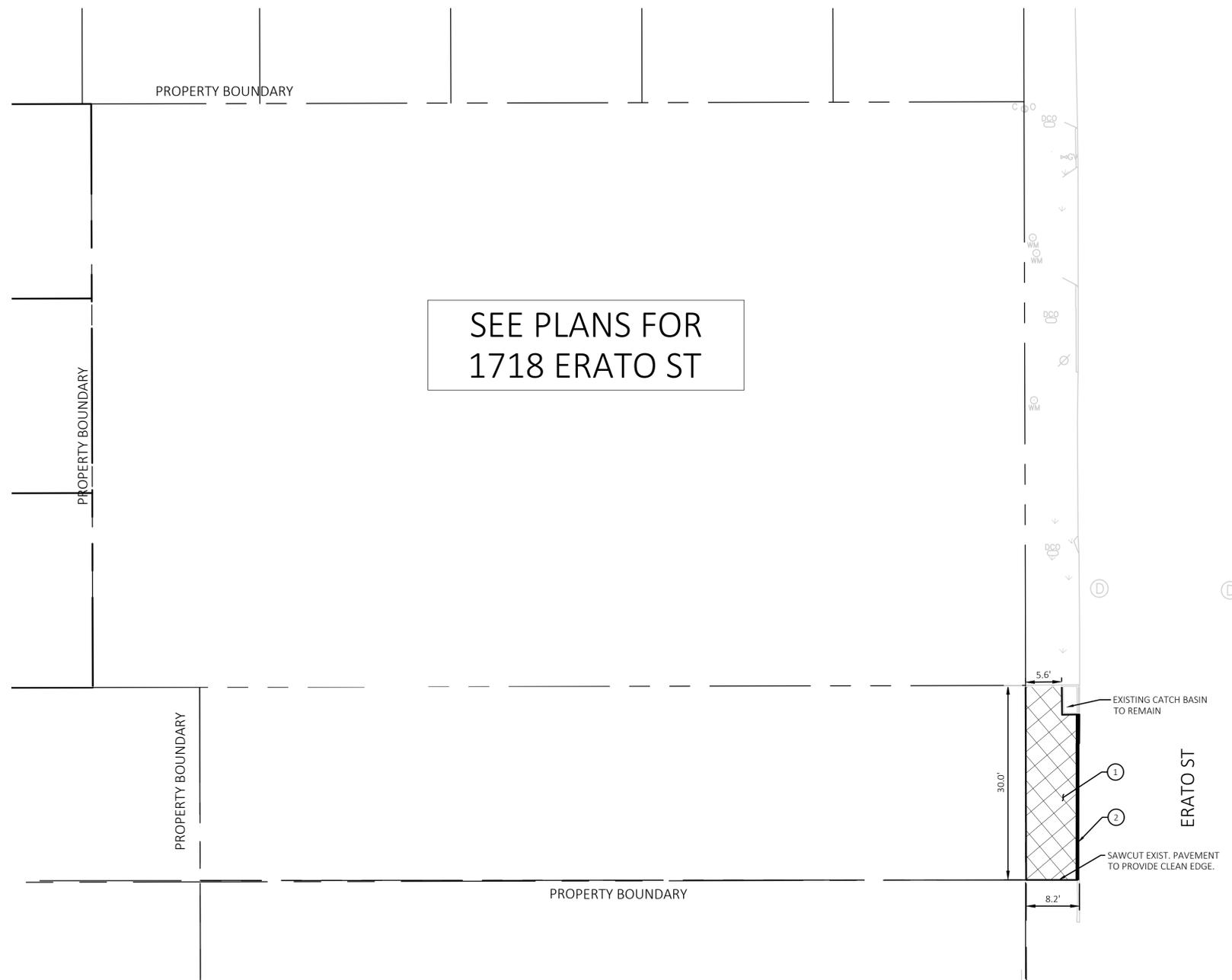
DRAWING NAME:  
**EXISTING  
CONDITIONS AND  
DEMOLITION PLAN**

DATE:	04.30.24
PROJECT No:	22007
DRAWING BY:	BATTURE
SCALE:	1" = 10'
DWG No:	<b>C07</b>

DEMOLITION LEGEND	
	REMOVE EXISTING PAVEMENT
	REMOVE EX. CONCRETE SIDEWALK
	REMOVE EX. BARRIER CURB & GUTTERBOTTOM

**DEMOLITION NOTES:**

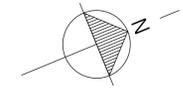
- CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY AGENCIES TO VERIFY THAT UTILITY SERVICES HAVE BEEN TERMINATED OR DISCONNECTED PRIOR TO REMOVAL OF STRUCTURES (BUILDINGS), WATER METERS, GAS METERS, ETC.
- THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN PLOTTED BASED UPON DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR OBTAINED FROM RECORDS MADE AVAILABLE TO USE BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF UTILITIES ARE SHOWN. THE ACTUAL NON-VISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATIONS PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON. PRIOR TO EXCAVATION AND DIGGING CALL LOUISIANA ONE CALL (#811).
- CONTRACTOR SHALL FILL TRENCHES/VOIDS CREATED BY REMOVAL OF PIPES, DROP INLETS, TREES, STRUCTURES, ETC. WITH SELECT STRUCTURAL FILL. REMOVAL AND BACKFILLING OF THESE ITEMS SHALL CONFORM TO THE REQUIREMENTS OUTLINED IN SECTION 202 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (LSSRD), 2006 EDITION.
- CLEARING AND STRIPPING - CONTRACTOR SHALL CLEAR THE EXISTING GROUND SURFACE OF PAVEMENT, VEGETATION, STUMPS, LOOSE TOPSOIL, DEBRIS, LOOSE FILL, ORGANIC MATTER, DEMOLITION DEBRIS, AND ANY OTHER DELETERIOUS MATERIALS. STRIPPING SHOULD BE TO A DEPTH NECESSARY TO REMOVE VEGETATION AND ROOTS AND REACH FIRM UNDISTURBED SOIL. CLEARING SHALL CONFORM TO THE REQUIREMENTS OUTLINED IN SECTION 201 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (LSSRD), 2006 EDITION. TOPSOIL, EXISTING ROOTS, ORGANIC MATERIAL, AND ANY FILL MATERIAL REMOVED FROM AREAS BELOW NEW RETAINING WALLS AND PAVEMENT CAN BE USED AS TOPSOIL IN LANDSCAPE AREAS
- SUBGRADE PREPARATION - AFTER REACHING FIRM UNDISTURBED SOIL, EXPOSED GROUND SHALL BE PROOF ROLLED WITH A BULLDOZER, COMPACTOR OR TRACKED VEHICLE EXERTING A GROUND PRESSURE BETWEEN 10 AND 15 PSI. NO VIBRATORY SYSTEM (IF PRESENT) SHALL BE USED DURING PROOF ROLLING. PROOF ROLLING SHALL BE PERFORMED DURING PERIODS OF DRY WEATHER. THE GEO-TECHNICAL ENGINEER SHALL BE PRESENT DURING PROOF ROLLING.
- CONTRACTOR SHALL PROVIDE DRAINAGE AWAY FROM PLANNED PAVING AREAS TO PREVENT WATER PONDING ON THE SITE DURING CONSTRUCTION.
- STRUCTURAL FILL - SHALL BE DEFINED AS A SELECT GRANULAR MATERIAL (SUCH AS LOCALLY AVAILABLE RIVER SAND). SAND FILL (AASHTO A-3) SHOULD BE NON PLASTIC AND FREE OF ROOTS, CLAY LUMPS, AND OTHER DELETERIOUS MATERIALS WITH NO MORE THAN 10% BY WEIGHT OF MATERIAL PASSING A U.S. STANDARD NO. 200 MESH SIEVE. THE MAXIMUM ORGANIC CONTENT SHOULD NOT EXCEED 5% BY WEIGHT. PRIOR TO TRANSPORTING STRUCTURAL FILL TO THE SITE, A SAMPLE SHOULD BE TESTED TO VERIFY ITS CONFORMANCE TO THESE RECOMMENDATIONS.
- COMPACTION - STRUCTURAL FILL USED BENEATH GRADE SUPPORTED FOOTINGS AND PAVEMENTS SHOULD BE PLACED IN 6 TO 8-IN. LOOSE LIFTS AND COMPACTED TO AT LEAST 95% OF ITS MAXIMUM DRY DENSITY NEAR OPTIMUM MOISTURE IN ACCORDANCE WITH ASTM D 1557. STRUCTURAL FILL OR GENERAL FILL USED FOR NON-STRUCTURAL GRADING SHOULD BE SPREAD IN LOOSE LIFTS OF 10 TO 12 INCHES AND COMPACTED BY SEVERAL PASSES OF A BULLDOZER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES WHICH OCCUR DURING CONSTRUCTION AND SHALL IMMEDIATELY REPORT ANY DAMAGES TO THE UTILITY ENTITIES. ALL REPAIRS OF THE DAMAGED UTILITIES SHALL BE DONE BY THE RESPECTIVE UTILITY ENTITY. ALL REPAIRS SHALL BE DONE AT THE CONTRACTORS EXPENSE.
- ANY WORK IN THE ROADWAY OR ADJACENT TO THE ROADWAY CAUSING AN INTERFERENCE TO VEHICULAR TRAFFIC REQUIRES PRIOR NOTIFICATION TO CITY OF NEW ORLEANS DPW TRAFFIC ENGINEERING DIVISION AND CONFORMITY TO THE REQUIREMENTS OF THE UNIFORM MANUAL ON TRAFFIC CONTROL DEVICES OF THE STATE OF LOUISIANA. THE CONTRACTOR MUST FURNISH ALL TRAFFIC SIGNS AND/OR BARRICADES AND MAINTAIN THEM DURING CONSTRUCTION ACTIVITY.



C07 DEMOLITION PLAN 1"=10'



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SCALE: 1"=20' (12X18)  
SCALE: 1"=10' (24X36)

**STUDIO BKA**

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PROFESSIONAL OF RECORD:  
jyemma@batture-eng.com

#	ISSUED SET	DATE
1	DD SET	01/26/2024
2	PERMIT SET	03/01/2024
3	BID DOCUMENTS	04/30/2024

PROJECT NAME:  
**ERATO HOUSES**

CLIENT:  
**THALIA AND ERATO, LLC**

PROJECT ADDRESS:  
**1714 ERATO ST  
NEW ORLEANS, LA  
70113**

DRAWING NAME:  
**SITE PLAN**

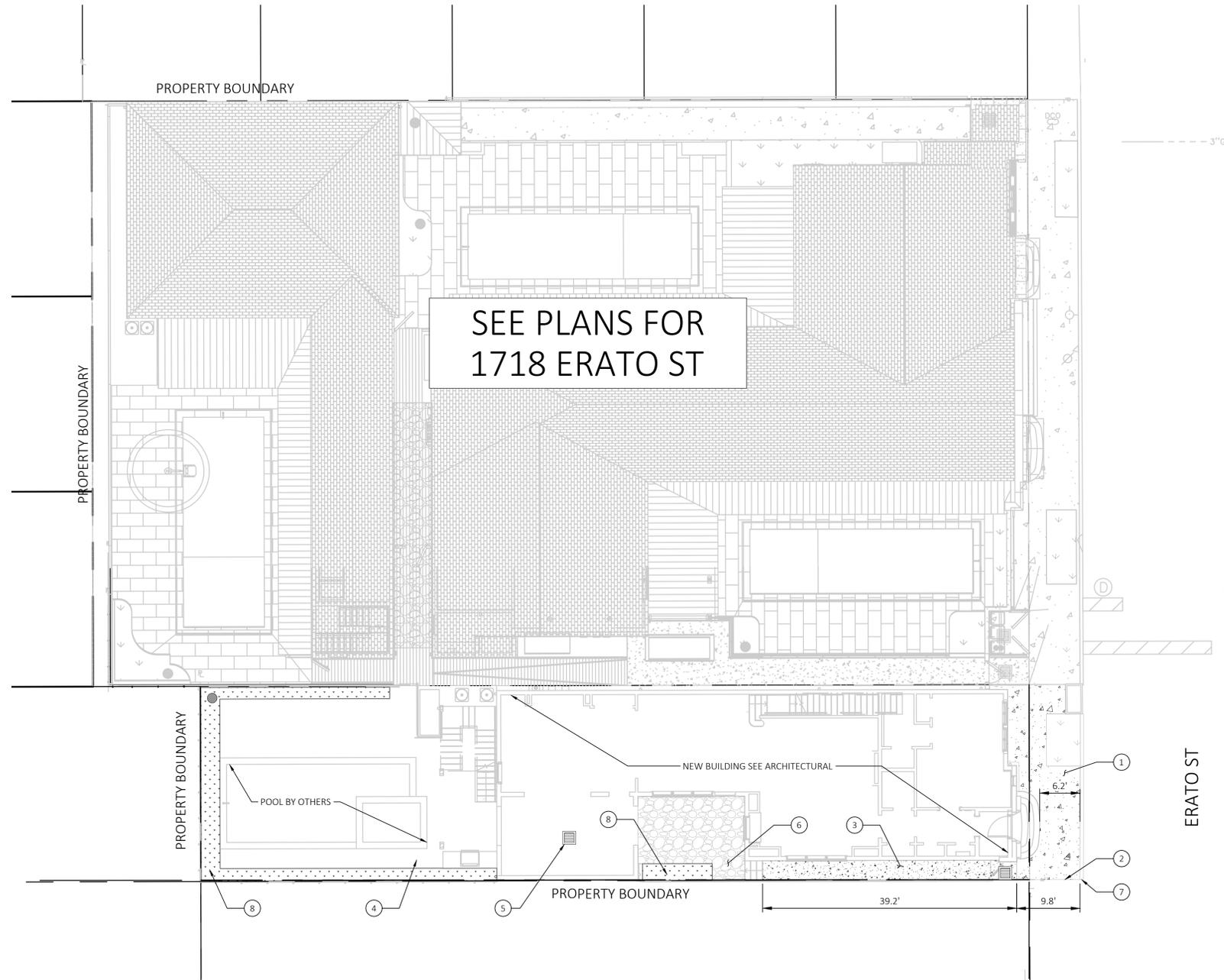
SITE PLAN LEGEND	
1	REQ'D 4" CONCRETE SIDEWALK PER DPW STANDARDS (SEE DETAIL 2, SHT C11)
2	TIE REQ'D DPW SIDEWALK TO EXIST. SIDEWALK W/ DOWELS
3	REQ'D PERVIOUS CONCRETE PAVEMENT, 4" THICK WITH 32" AGGREGATE SUBBASE (SEE DETAIL 5, SHEET C11)
4	PAVER DECK (SEE ARCH)
5	UTILITY STRUCTURE IN PAVERS (SEE UTILITY PLAN, SHT C10)
6	36" AGGREGATE LAYER BELOW WOODEN DECK
7	REQ'D BARRIER CURB AND GUTTER (SEE DETAIL 3, SHT C11). TIE NEW CURB INTO EXISTING CURB WITH DOWELS.
8	BIORETENTION PLANTER, WITH 18" SOIL AND 56" AGGREGATE SUBBASE. SEE STRUCTURAL. REFER TO LANDSCAPE FOR PLANTING.

**SITE PLAN NOTES:**

- CONTRACTOR SHALL BE RESPONSIBLE FOR LAYING OUT THE WORK, VERIFYING ALL MEASUREMENTS AND GRADES AND REPORTING ANY DISCREPANCIES TO THE ENGINEER BEFORE STARTING CONSTRUCTION.
- ANY WORK IN THE ROADWAY OR ADJACENT TO THE ROADWAY CAUSING AN INTERFERENCE TO VEHICULAR TRAFFIC REQUIRES PRIOR NOTIFICATION TO CITY OF NEW ORLEANS DPW TRAFFIC ENGINEERING DIVISION AND CONFORMITY TO THE REQUIREMENTS OF THE UNIFORM MANUAL ON TRAFFIC CONTROL DEVICES OF THE STATE OF LOUISIANA. THE CONTRACTOR MUST FURNISH ALL TRAFFIC SIGNS AND/OR BARRICADES AND MAINTAIN THEM DURING CONSTRUCTION ACTIVITY.
- REFER TO BOUNDARY SURVEY FOR EXISTING MONUMENTS TO LAYOUT PROPERTY LINE.
- BRING UP GRADE UNDER ALL PAVEMENT WITH STRUCTURAL FILL COMPACTED IN ACCORDANCE WITH SPECIFICATIONS.
- ALL DIMENSIONS SHOWN ARE FROM:
  - FACE OF CURB TO FACE OF CURB
  - FACE OF CURB TO PROPERTY LINE
  - FACE OF CURB TO CENTER OF STRUCTURE (DROP INLET, MANHOLE, ETC.)
  - PROPERTY LINE TO BUILDING FACE
- ALL CURB RADII SHALL BE 3 FEET UNLESS OTHERWISE NOTED ON THIS PLAN.
- ALL PAINT STRIPING, PAVEMENT MARKINGS, AND SIGNAGE SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" OR AS OTHERWISE SPECIFIED. ALL REFERENCED SIGN STANDARDS ARE TAKEN FROM THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". ALL NEW SIGNS SHALL BE MOUNTED ON GALVANIZED POSTS AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
- CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL DEVICES SHOWN ON THE APPROVED PLANS FOR THE DURATION OF CONSTRUCTION OR UNTIL FINAL INSPECTION.

**STORMWATER MANAGEMENT NOTE:**

- ALL PERMEABLE PAVING INSTALLATIONS SHALL BE SUBJECT TO INFILTRATION TESTING AFTER INSTALLATION. TESTING SHALL BE CONDUCTED ACCORDING TO THE ASTM INTERNATIONAL C1701 OR C1781 STANDARDS, AS APPROPRIATE. ALL TYPES OF PERMEABLE PAVEMENT SHALL MAINTAIN A MINIMUM INFILTRATION RATE OF 200 INCHES PER HOUR.

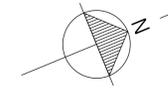


C08 SITE PLAN  
1"=10'



DATE:	04.30.24
PROJECT No:	22007
DRAWING BY:	BATTURE
SCALE:	1" = 10'
DWG No:	C08

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SCALE: 1"=20' (12X18)  
SCALE: 1"=10' (24X36)

**STUDIO BKA**

**BEN ALLEN, AIA LEED AP**  
**KIMBERLY PAYNE ALLEN, AIA**  
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PROFESSIONAL OF RECORD:  
jyemma@batture-eng.com

#	ISSUED SET	DATE
1	DD SET	01/26/2024
2	PERMIT SET	03/01/2024
3	BID DOCUMENTS	04/30/2024

PROJECT NAME:  
**ERATO HOUSES**

CLIENT:  
**THALIA AND ERATO, LLC**

PROJECT ADDRESS:  
**1714 ERATO ST  
NEW ORLEANS, LA  
70113**

DRAWING NAME:  
**GRADING PLAN**

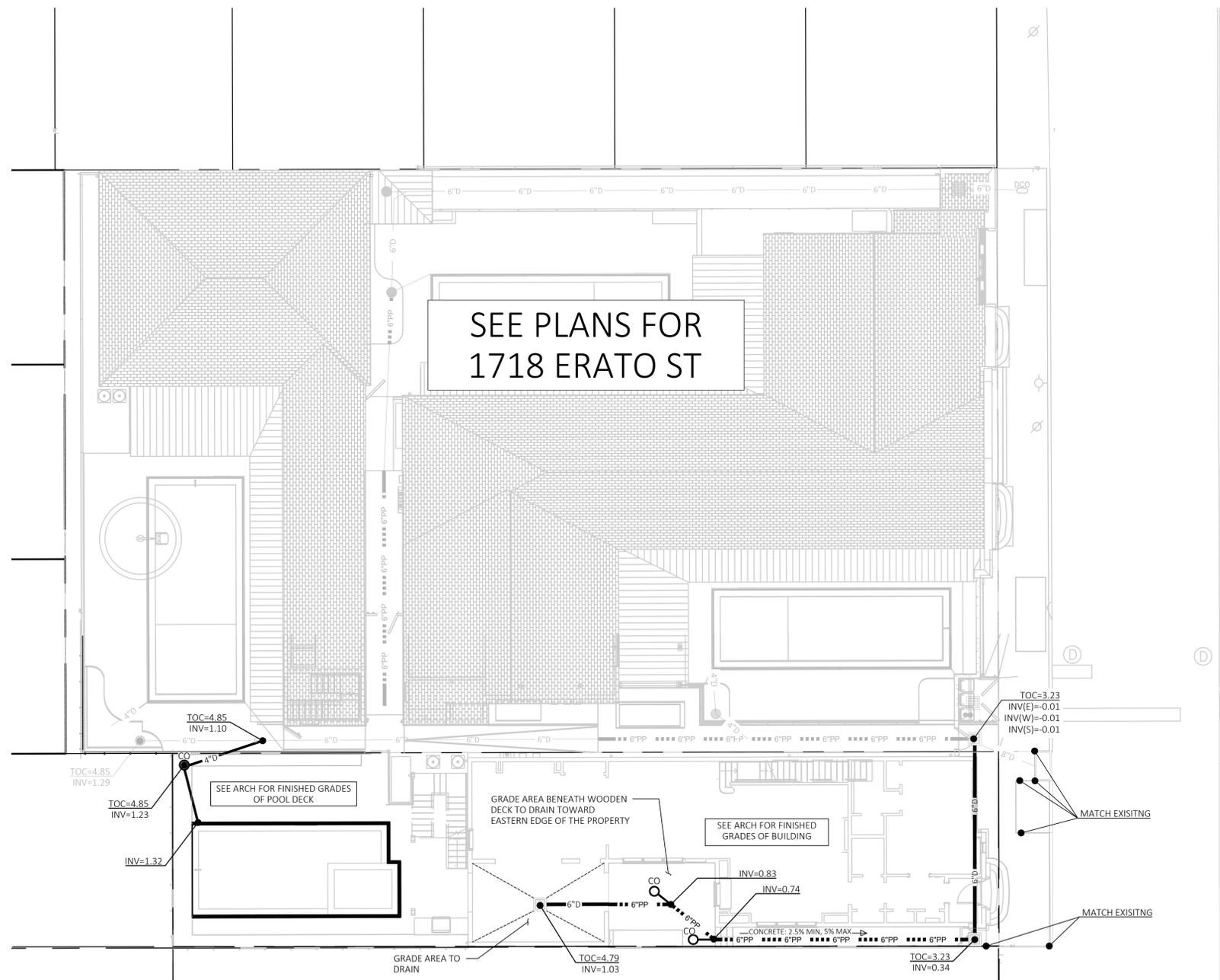
TOC = 3.68 INV(E) = -6.57 INV(W) = -6.65 INV(N) = -5.89	TOC = TOP OF CASTING INV = INVERT (DIRECTION) TOP = TOP OF RG/SWALE BTM = BOTTOM OF RG/SWALE	EXISTING ELEVATION
	SLOPE	GRADE ARROW
	G.L.	GRADE LINE
	M.E.	MATCH EXISTING

**GRADING PLAN NOTES:**

- SEE SITE PLAN AND ARCH. PLAN DRAWINGS FOR GEOMETRY ASSOCIATED WITH NEW CONSTRUCTION.
- CONTRACTOR SHALL LAY OUT THE WORK AND VERIFY ALL DIMENSIONS AND GRADES INDICATED ON THE DRAWINGS. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION.
- IN ORDER TO ENCOURAGE INFILTRATION OF STORMWATER AND TO MINIMIZE THE MIGRATION OF SEDIMENT(S), THE FINISHED GRADE FOR ALL LANDSCAPE AND/OR PLANTED AREAS SHALL BE SET A MINIMUM OF 3" BELOW SURROUNDING HARDSCAPE CONTAINMENTS (CURBING, SIDEWALKS, FOUNDATIONS, ETC.). THIS STANDARD MAY BE WAIVED IF NECESSARY TO PROMOTE THE PRESERVATION OF EXISTING TREES SHOWN AS SUCH.
- THE GRADE OF LAWN AREAS NOT DESIGNED TO RECEIVE STORMWATER RUNOFF FROM ADJACENT HARDSCAPE SHALL COME TO THE TOP OF CURB UNLESS OTHERWISE SHOWN ON THE DRAWINGS. ALL OTHER PLANTING AREAS SHALL ADHERE TO THE REQUIREMENTS LISTED IN NOTE 3.
- GRADES SHOWN ARE BASED ON GPS MEASUREMENTS, LSU C4GNET, VRS, NORTH AMERICAN DATUM (1983) LAMBERT CONFORMAL CONIC PROJECTION, LOUISIANA SOUTH ZONE, STATE PLANE COORDINATE SYSTEM, US SURVEY FEET, NAVD88.

**SWMP REVIEW NOTES:**

- NOTIFICATION: PURSUANT TO BUILDING CODE SECTION 121.17; PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, POST-CONSTRUCTION CERTIFICATION INCLUDING AS-BUILT DRAWINGS, AFFIDAVIT FROM DESIGNER/S, AND PERFORMANCE BOND BASED UPON THE ACTUAL COST OF CONSTRUCTION MUST BE SUBMITTED FOR APPROVAL. AFTER FINAL INSPECTION THESE DOCUMENTS MUST BE RECORDED WITH THE CIVIL DISTRICT CLERK COURT.

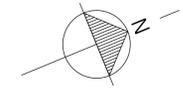


C09 GRADING PLAN  
1"=10'



DATE:	04.30.24
PROJECT No:	22007
DRAWING BY:	BATTURE
SCALE:	1" = 10'
DWG No:	C09

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SCALE: 1"=20' (12X18)  
SCALE: 1"=10' (24X36)

UTILITY PLAN LEGEND			
— (SIZE) W —	REQ'D WATER LINE	●	REQ'D DRAIN/SEWER CLEANOUT
— (SIZE) S —	REQ'D SEWER LINE	■	REQ'D DROP INLET
— (SIZE) D —	REQ'D DRAIN LINE		
- - - (SIZE) PP - - -	REQ'D PERFORATED DRAIN LINE		

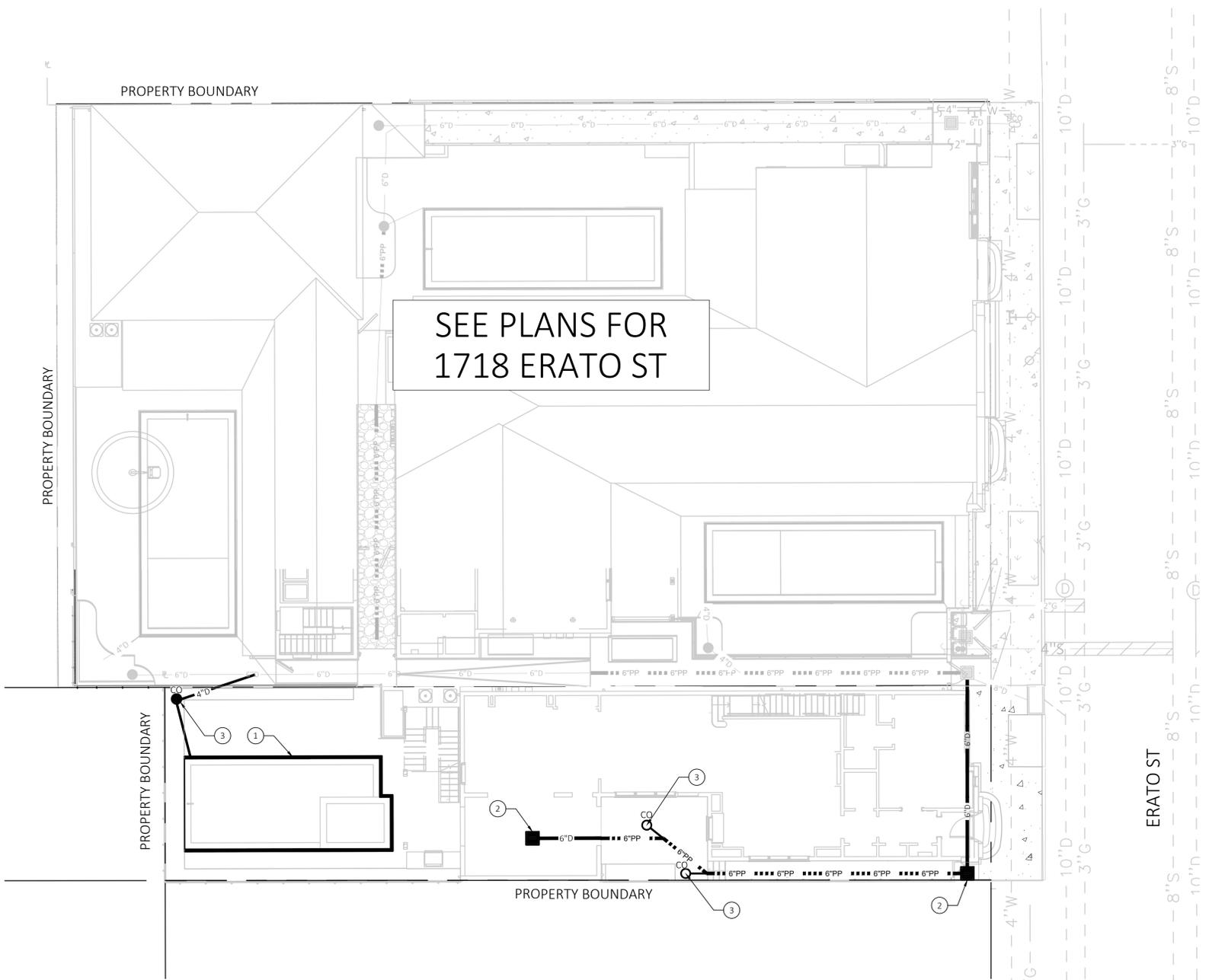
1	NDS CHANNEL DRAIN OR OWNER APPROVED EQUAL (SEE DETAIL 6, SHT C11)	3	REQUIRED DRAIN OR SEWER CLEANOUT (SEE DETAIL 4, SHT C11)
2	REQUIRED 12" AREA DRAIN WITH ADA COMPLIANT GRATE (NDS 1200 & 1210 OR APPROVED EQUAL). SET RIM FLUSH WITH FINISH GRADE (SEE DETAIL 1, SHT C11)		

**UTILITY NOTES:**

- UTILITY EXCAVATIONS SHALL CONFORM TO THE CURRENT OSHA EXCAVATION AND TRENCH SAFETY STANDARDS.
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST ORLEANS PARISH UTILITY DEPARTMENT STANDARDS AND SPECIFICATIONS.
- SHOULD ANY UNCHARTED OR INCORRECTLY CHARTED UTILITIES BE ENCOUNTERED, THE CONTRACTOR SHALL CONTACT THE OWNER IMMEDIATELY FOR DIRECTIONS.
- CONTRACTOR SHALL COORDINATE ANY INTERRUPTION OF UTILITY SERVICE WITH OWNER AND UTILITY COMPANY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION, AT LEAST 48 HOURS PRIOR TO ANY DEMOLITION, GRADING OR CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL NOTIFY THE CITY UTILITY DEPARTMENT FOR PROPER IDENTIFICATION OF EXISTING UTILITIES WITHIN THE PROJECT SITE.
- ANY PLANNED INTERRUPTION OF UTILITY SERVICE SHALL BE GIVEN A 48 HOUR NOTICE TO THE UTILITY COMPANY AND THE OWNER.
- THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN PLOTTED BASED UPON DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR OBTAINED FROM RECORDS MADE AVAILABLE TO USE BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF UTILITIES ARE SHOWN. THE ACTUAL NON-VISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATIONS PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON. PRIOR TO EXCAVATION AND DIGGING CALL LOUISIANA ONE CALL (#811).
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES.
- CONTRACTOR MUST FIELD VERIFY ALL EXISTING DRAINAGE & SEWER INVERTS. NOTIFY ENGINEER OF ANY PROBLEMS BEFORE CONSTRUCTION BEGINS.
- CONTRACTOR TO COORDINATE SEWER AND WATER CONNECTIONS WITH SEWERAGE AND WATER BOARD OF NEW ORLEANS.

**S&WB NOTES:**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH S&WB GENERAL SPECIFICATIONS, S&WB STANDARD DRAWINGS, AND S&WB DRAWING NO. 7260.
- CONTRACTOR SHALL CONTACT HADI AMINI (505-865-0445) OF S&WB CONSTRUCTION ADMINISTRATION AND INSPECTION DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING CONSTRUCTION TO ARRANGE FOR INSPECTION.
- CONTRACTOR SHALL PROVIDE THE FOLLOWING TO THE S&WB CONSTRUCTION ADMINISTRATION DEPARTMENT BEFORE BEGINNING CONSTRUCTION  
PROOF OF LOUISIANA MUNICIPAL AND PUBLIC WORKS CONTRACTORS LICENSE
- DEPARTMENT OF PUBLIC WORKS STREET CUT PERMIT
- PROOF OF INSURANCE INDEMNIFYING THE S&WB OF NEW ORLEANS IN THE AMOUNT OF AT LEAST \$5,000,000.00
- ANY WORK OUTSIDE OF THE PUBLIC RIGHT OF WAY MUST BE REVIEWED AND APPROVED BY HE SEWERAGE AND WATER BOARD OF NEW ORLEANS PLUMBING DEPARTMENT IN ADVANCE OF CONSTRUCTION. A LICENSED MASTER PLUMBER MUST CONTACT THE PLUMBING DEPARTMENT AT 504-585-2160 TO VERIFY COMPLIANCE WITH ALL APPLICABLE GOVERNING REGULATIONS. OBTAINING THE SIGNATURE OF A REPRESENTATIVE OF S&WB ENGINEERING DOES NOT RELIEVE THE PLUMBER OF THIS OBLIGATION
- THE METER SHALL BE INSTALLED AS RECEIVED FROM S&WB METER DEPARTMENT AND MAY NOT BE MODIFIED IN ANY MANNER. ANY MODIFICATIONS WILL VOID THE UL WARRANTY AND, AS SUCH, MAY SUBJECT THE OWNER TO FINANCIAL PENALTY AND LOSS OF SERVICE.
- ALL BRONZE/ BRASS FITTINGS, CONNECTORS CORPORATION STOPS AND APPURTENANCES USED IN CONJUNCTION WITH PE TUBING SHALL BE DOMESTIC MANUFACTURE, SHALL BE MADE OF LEAD FREE BRONZE/BRASS, AND MEET ALL REQUIREMENTS OF AWWA, ASTM, AND ANSI FOR USE IN THE POTABLE WATER DISTRIBUTION SYSTEMS.



C10 UTILITY PLAN  
1"=10'



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engineers + land surveyors  
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phone 504.933.8644 fax 504.336.2272  
info@batture-eng.com | batture-eng.com



PROFESSIONAL OF RECORD:  
jyemma@batture-eng.com

#	ISSUED SET	DATE
1	DD SET	01/26/2024
2	PERMIT SET	03/01/2024
3	BID DOCUMENTS	04/30/2024

PROJECT NAME:  
**ERATO HOUSES**

CLIENT:  
**THALIA AND ERATO, LLC**

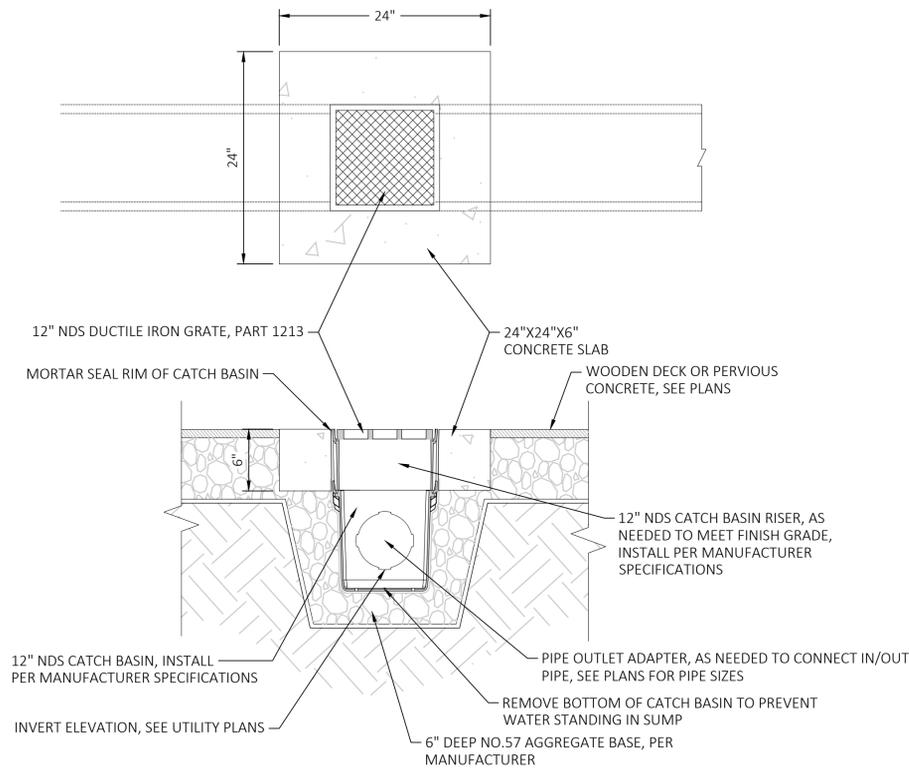
PROJECT ADDRESS:  
**1714 ERATO ST  
NEW ORLEANS, LA  
70113**

DRAWING NAME:  
**UTILITY PLAN**

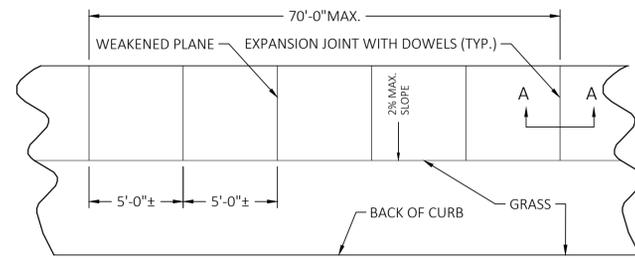


DATE:	04.30.24
PROJECT No:	22007
DRAWING BY:	BATTURE
SCALE:	1" = 10'
DWG No:	<b>C10</b>

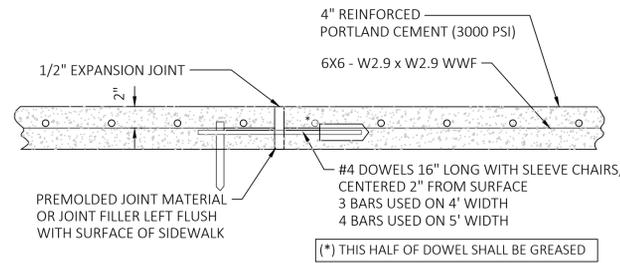
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1 AREA DRAIN  
C10/C11 NOT TO SCALE

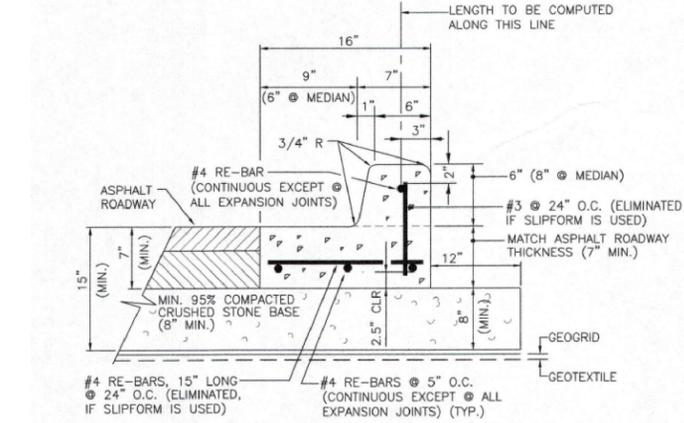


PORTLAND CEMENT CONCRETE SIDEWALK PAVEMENT (RIBBON)

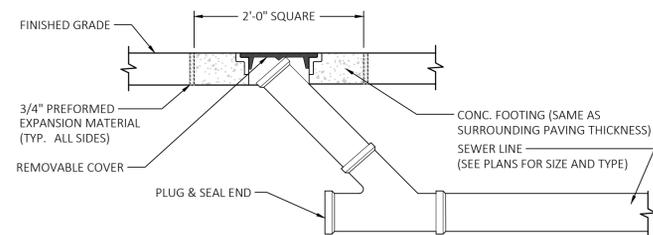


SECTION A-A

2 PLAN PORTLAND CEMENT CONCRETE SIDEWALK PAVEMENT  
C08/C11 NOT TO SCALE

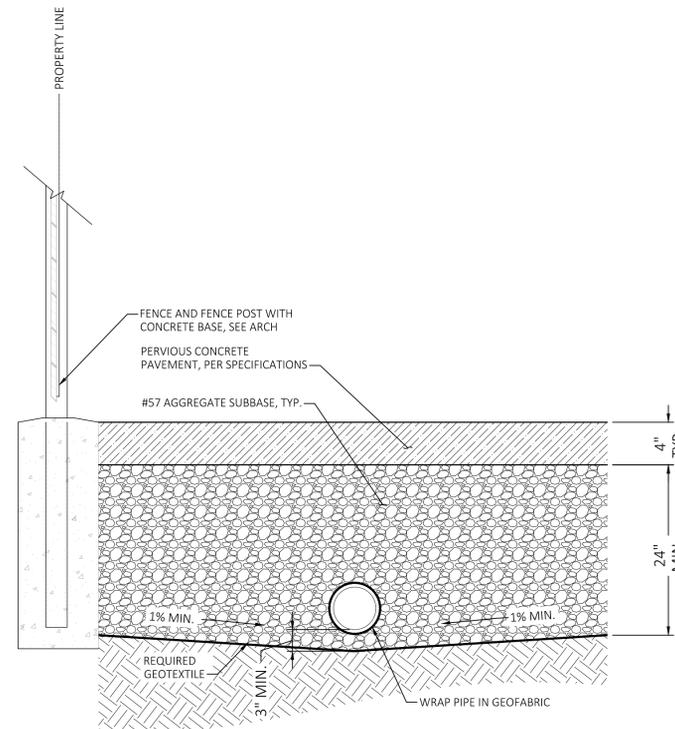


3 BARRIER CURB & GUTTERBOTTOM  
C08/C11 NOT TO SCALE



INVERT AND LOCATION SHOWN ON PLANS

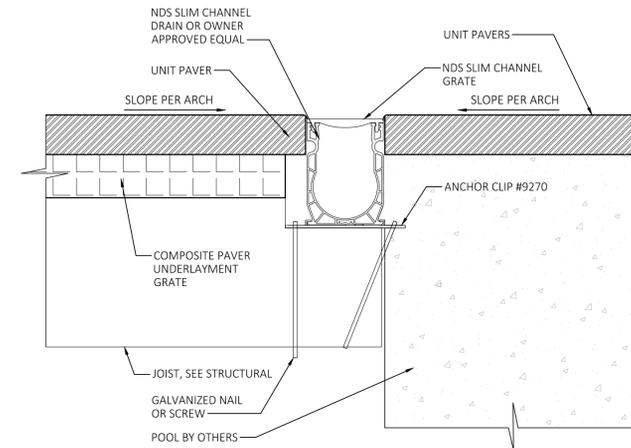
4 TYPICAL CLEANOUT  
C0X/C11 NOT TO SCALE



NOTES:

1. ALL PERMEABLE PAVEMENT INSTALLATIONS SHALL BE SUBJECT TO INFILTRATION TESTING AFTER INSTALLATION. TESTING SHALL BE CONDUCTED ACCORDING TO THE ASTM INTERNATIONAL C1701 OR C1781 STANDARDS, AS APPROPRIATE.
2. ALL TYPES OF PERMEABLE PAVEMENT SHALL MAINTAIN A MINIMUM INFILTRATION RATE OF 200 INCHES PER HOUR.

5 PERMEABLE CONCRETE PAVEMENT @ FENCE  
C0X/C11 NOT TO SCALE



NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURE'S SPECIFICATION
2. DO NOT SCALE DRAWINGS.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

6 CHANNEL DRAIN @ POOL  
C0X/C11 NOT TO SCALE

SIDEWALK NOTES:

1. SAND SUBBASE SHOULD BE COMPACTED TO 95% OF IT'S MAXIMUM DRY DENSITY NEAR OPTIMUM WATER CONTENT USING ASTM D 1557.
2. COMPACTED SAND (I.E. RIVER SAND) - SHALL BE NON-PLASTIC AND FREE OF ROOTS, CLAY LUMPS, AND OTHER DELETERIOUS MATERIALS WITH NO MORE THAN 10% BY WEIGHT OF MATERIAL PASSING A U.S. STANDARD NO. 200 MESH SIEVE. MAXIMUM ORGANIC CONTENT SHOULD NOT EXCEED 5% BY WEIGHT. PRIOR TO TRANSPORTING FILL TO THE SITE, A SAMPLE SHOULD BE TESTED TO VERIFY IT'S CONFORMANCE TO THESE REQUIREMENTS.
3. ASPHALT SHALL CONFORM TO THE MATERIAL AND CONSTRUCTION REQUIREMENTS FOR ASPHALT PAVEMENT AS SPECIFIED IN THE LSSRB.
4. GEOTEXTILE STABILIZATION FABRIC SHALL MEET OR EXCEED THE MATERIAL REQUIREMENTS IN SECTION 1019.01 OF THE LSSRB. A CLASS C GEOTEXTILE SHOULD BE USED AND PLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS
5. SUBGRADE PREPARATION - AFTER STRIPPING, CLEARING, AND DEMOLITION OPERATIONS, THE EXPOSED GROUND SHOULD BE PROOFROLLED WITH A BULLDOZER, COMPACTOR, OR TRACKED VEHICLE EXERTING A GROUND PRESSURE BETWEEN 10 AND 15 PSI. THE VIBRATORY SYSTEM ON THE COMPACTOR, IF PRESENT, SHOULD NOT BE USED DURING PROOFROLLING. ANY WEEK AREAS SHOULD BE REMOVED AND BACKFILLED WITH COMPACTED SAND. CLEARING AND COMPACTION OPERATIONS SHALL ONLY BE PERFORMED DURING PERIODS OF DRY WEATHER.



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jyemma@batture-eng.com

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1	DD SET	01/26/2024
2	PERMIT SET	03/01/2024
3	BID DOCUMENTS	04/30/2024

PROJECT NAME:  
ERATO HOUSES

CLIENT:  
THALIA AND ERATO,  
LLC

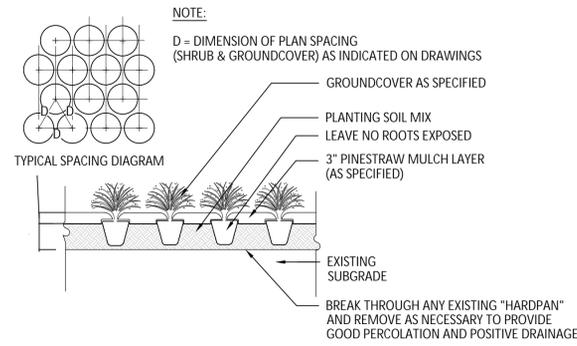
PROJECT ADDRESS:  
1714 ERATO ST  
NEW ORLEANS, LA  
70113

DRAWING NAME:  
DETAILS

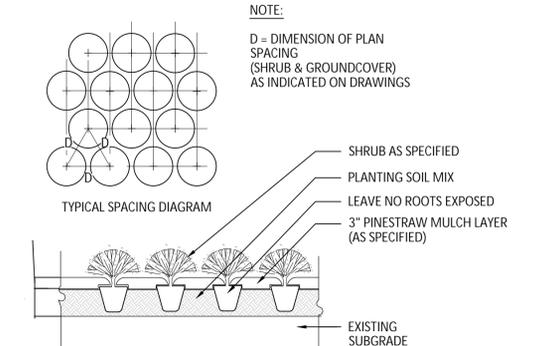
DATE:	04.30.24
PROJECT No:	22007
DRAWING BY:	BATTURE
SCALE:	1" = 10'
DWG No:	C11



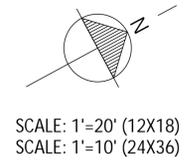
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01 GROUNDCOVER PLANTING, TYP. NOT TO SCALE



02 SHRUB PLANTING, TYP. NOT TO SCALE

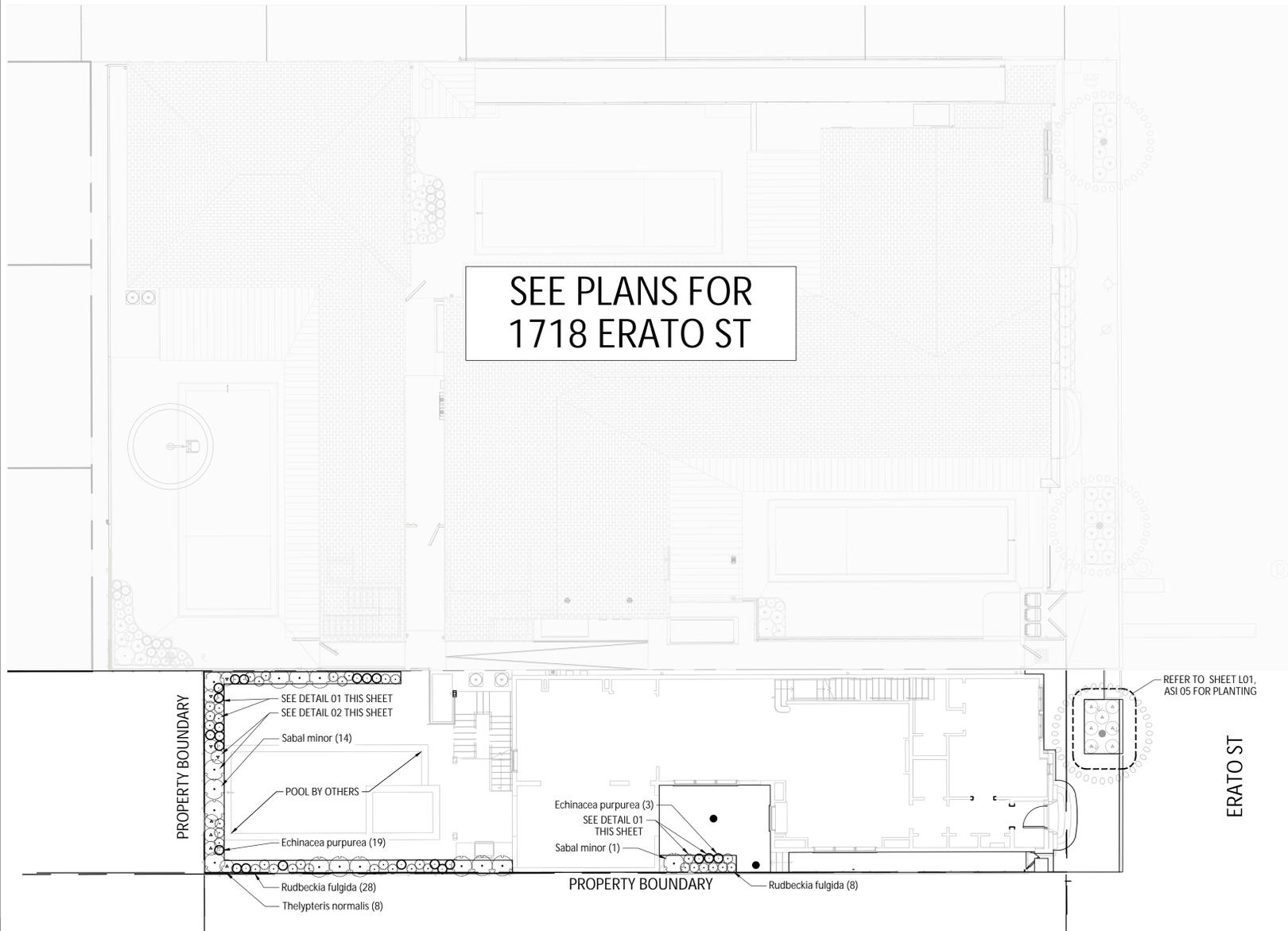


SCALE: 1"=20' (12X18)  
SCALE: 1"=10' (24X36)

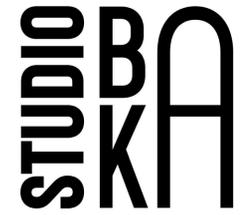
**PLANTING NOTES:**

- REFER TO PARKS AND PARKWAYS STANDARD SPECIFICATIONS FOR INFORMATION REGARDING THE PROTECTION OF EXISTING TREES AND OTHER PLANT MATERIALS
- ALL QUANTITIES PROVIDED IN THE PLANT SCHEDULE ARE FOR REFERENCE ONLY. CONTRACTOR IS TO CONDUCT INDEPENDENT ASSESSMENT IN ORDER DETERMINE QUANTITIES NECESSARY TO MEET DESIGN INTENT.
- THE INSTALLATION OF ALL PLANT MATERIALS WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE FOLLOWING STANDARD SPECIFICATION OF THE NEW ORLEANS DEPARTMENT OF PARKS AND PARKWAYS:
  - SECTION 32 90 00 PLANTING
  - SECTION 32 92 19 SEEDING
  - SECTION 32 92 23 SODDING
  - SECTION 32 94 13 LANDSCAPE EDGING
  - SECTION 32 91 13 SOIL PREPARATION
- ANY SUBSTITUTION IS MADE TO THE PLANT SPECIES, SIZES, AND SPECIFICATIONS SHOWN ON THIS PLAN MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.

PLANTING SCHEDULE						
SYMBOL	COMMON NAME	SCIENTIFIC NAME	QUANTITY	SIZE	SPACING	NOTES
	DWARF PALMETTO	<i>Sabal minor</i>	15	7 Gal.	REF PLAN	full, dense, specimen, min 24" height
	ORANGE CONEFLOWER	<i>Rudbeckia fulgida</i>	36	1 Gal.	18" O.C.	full, dense, specimen
	PURPLE CONEFLOWER	<i>Echinacea purpurea</i>	22	1 Gal.	18" O.C.	full, dense, specimen
	SOUTHERN SHIELD FERN	<i>Thelypteris normalis</i>	8	3 Gal.	24" O.C.	full, dense, specimen



L02 PLANTING PLAN 1"=10'



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PROFESSIONAL OF RECORD:  
williams@batture-eng.com

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PROJECT NAME:  
**ERATO HOUSES**

CLIENT:  
**THALIA AND ERATO, LLC**

PROJECT ADDRESS:  
**1714 ERATO ST  
NEW ORLEANS, LA  
70113**

DRAWING NAME:  
**PLANTING PLAN**

DATE:	04.30.24
PROJECT No:	22007
DRAWING BY:	BATTURE
SCALE:	1" = 10'
DWG No:	<b>L02</b>



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 Thalia and Erato, LLC, ground rights for the purpose encroachments of steps bearing the municipal address of 1714 Erato Street for a yearly payment of \$41.00;

1. Howard E. Noble III  
Department Head
2. [Signature] stephen nelson  
Department of Law Deputy CAO
3. [Signature]  
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:
_____	2 <sup>ND</sup> :
_____	YEAS:
_____	NAYS:
_____	ABSENT:
_____	RECUSED:

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



**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.**

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**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:

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

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Any fiscal implications for the City with the contract:

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The public purpose and need for the contract:

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The duration of the contract:

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**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:

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The general content/requirements of the existing Code provision:

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

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Why these changes are needed:

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**REQUESTED ADOPTION DATE:** \_\_\_\_\_

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