

ORDINANCE
CITY OF NEW ORLEANS

CITY HALL: March 12, 2026

CALENDAR NO. 35,354

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 210 South Lopez 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 \$152.00 said annual payment subject to upward adjustment of 15%, rounded to the nearest dollar, following the expiration of every fifth year after May 1, 2025:

Approximately 74.37 square feet of air and ground rights consisting of the Encroachments of a balcony, stairs, railings, landing, and planter, on/over the South Lopez Street public right-of-way, the Encroachments being part of the improvements located in the 1st Municipal District, Square 656, Lot B, bounded by South Lopez Street, Cleveland Avenue, South Salcedo Street, Palmyra Street, bearing the municipal address 210 South Lopez Street, New Orleans, Louisiana.

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

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

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

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

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS_____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

MAYOR

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

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

GRANT OF SERVITUDE
BY
THE CITY OF NEW ORLEANS
TO
CRYPTOSTATE, 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) **CRYPTOSTATE, LLC**, a limited liability company, with a domicile address of 210 South Lopez Street, New Orleans, LA 70119, represented herein by John S. Cardinale, its Owner, 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, stairs, railings, a landing, and planter and the improvement itself on/over the South Lopez 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 74.38 square feet of air and ground rights consisting of the Encroachment of a balcony, stairs, railings, landing, and planter on the South Lopez Street public right-of-way, the Encroachments being part of the improvements located in the 1st Municipal District, Square 656, Lot B, bounded by South Lopez Street, Cleveland Avenue, South Salcedo Street, Palmyra Street, bearing the municipal address, **210 SOUTH LOPEZ STREET, New Orleans, Louisiana 70119.***

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 Payments.** In consideration of this Grant of Servitude, Grantee shall pay to the City the sum of one hundred and fifty two dollars (\$152.00) 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 May.

(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 10% of the total amount due.

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

Cryptostate, LLC
c/o John S. Cardinale
210 South Lopez Street
New Orleans, LA 70119

(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 MARENO, 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:

CRYPTOSTATE, LLC

BY: _____

JOHN S. CARDINALE

WITNESS:

Printed Name: _____

Permanent Mailing Address of Grantee:

Attn: John S. Cardinale
210 South Lopez Street
New Orleans, LA 70119

NOTARY PUBLIC

Printed Name: _____

Notary/Bar No. (State): _____

My Commission Expires: _____

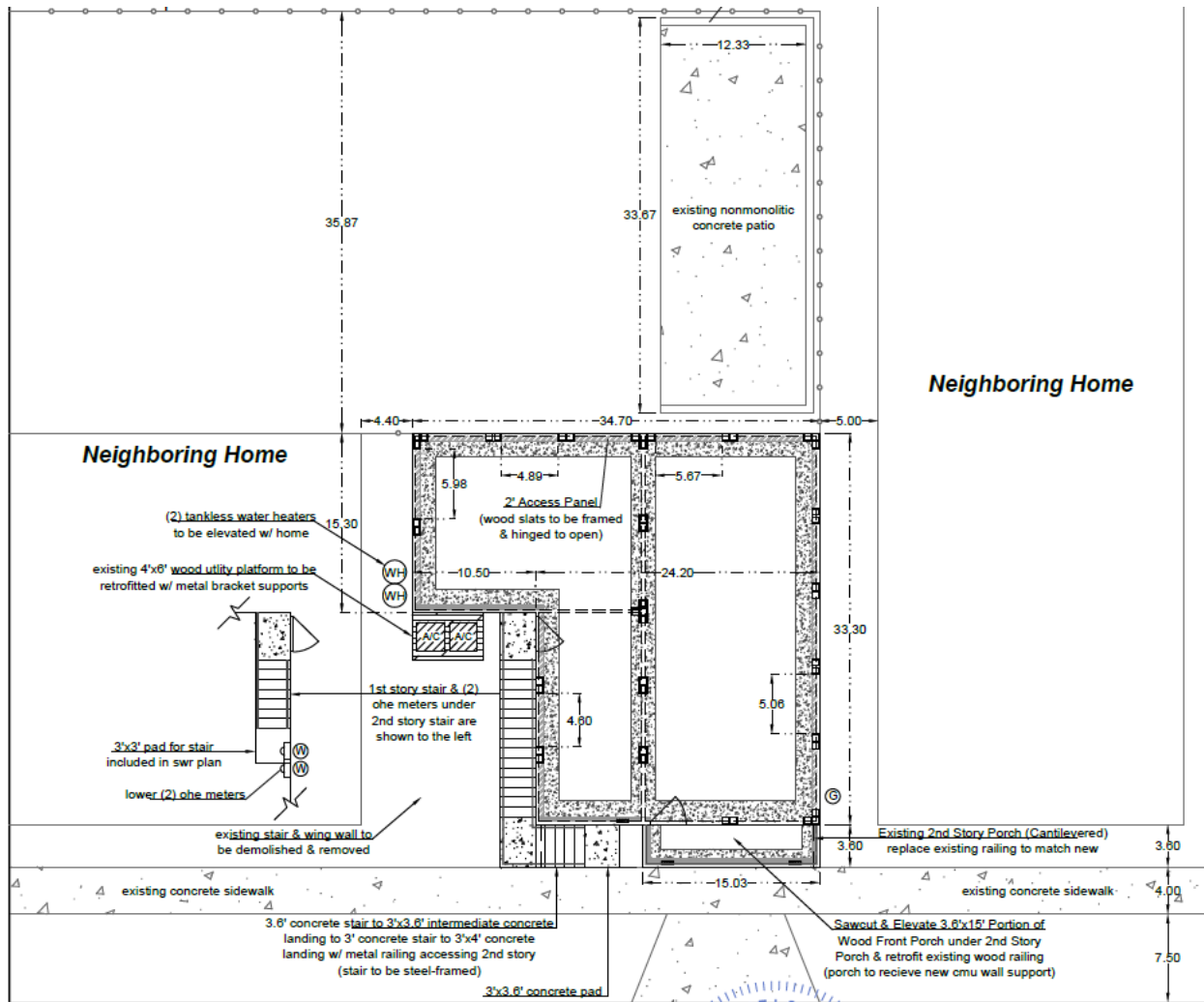
(Affix Seal)

EXHIBIT A

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in **FIRST (1ST) DISTRICT** of the City of New Orleans, State of Louisiana, and designated as **LOT NO. B-TWO (B-2), SQUARE NO. SIX HUNDRED FIFTY-SIX (656)**, which said lot is bounded by S. Lopez Street, Cleveland Avenue, S. Salcedo Street and Palmyra Street, and said lot commences at a distance of 68 feet 10 inches from the corner of S. Lopez Street and Cleveland Avenue and measures thence 39 feet 2 inches front on S. Lopez Street, same width in the rear, by a depth of 33 feet 11 inches between equal and parallel lines, all in accordance with a survey by Gilbert, Kelly & Couturie, Inc., dated December 19, 1978 and resurveyed on January 26, 1981.

Improvements thereon bear Municipal No. 210 S. Lopez Street, New Orleans, Louisiana 70119

EXHIBIT B



CERTIFIED ORDINANCE

[TO BE ATTACHED SEPARATELY.]

Grant of Servitude

The City of New Orleans and **Debra Corso Keel and Patrick G. Keel**
206403528

*Robert Barrilleaux & Assoc., Inc.
42333 Deluxe Plaza Ste. 8
Hammond, LA 70403*

Clay Barrilleaux

Todd Ryan

Mark Chemay

March 25, 2024

Mr. Thomas Abry
Abry Brothers, Inc.
3319 Orleans Avenue
New Orleans, LA 70119

Re: Statement of Responsibility for 210 South Lopez Street New Orleans, LA

Dear Mr. Abry,

I certify that the plans that bear my seal and signature regarding the raising and construction at the above address are consistent with the IRC 2021, ASCE 07-16, ASCE 24-14, and local specifications. I have prepared and reviewed these plans for this specific location and have approved them as a professional engineer and my firm bears the liability that comes with that approval.

This responsibility is only for the design of construction. Engineer does not supervise the construction unless specifically requested and only makes a final inspection to ensure work has been completed and that pilings, piers, footings, and/or columns have been properly placed to support the home.

Should you have any questions please contact me at my office.

Sincerely,



3/25/2024

Clay Barrilleaux, PE

Grant No. FMA-PJ-06-LA-2018-006
Parcel Address 210 S LOPEZ ST
RL No. RL00064638
Owner Name JOHN CARDINALE
Barowka and Bonura Engineers and Consultants, LLC has reviewed this documentation for conformance to the grant program requirements only. This review does not verify conformity to local, state, or national codes that may pertain to this work, nor does it address the technical adequacy of the plans, which is the responsibility of the Engineer of Record.
APPROVED
By Angie Albrecht at 11:33 am, Sep 06, 2024
Sign _____
Printed ANGIE ALBRECHT
Date 9/20/2024

Robert Barrilleaux & Assoc., Inc.
42333 Deluxe Plaza Ste. 8
Hammond, LA 70403

Clay Barrilleaux

Todd Ryan

Mark Chemay

March 25, 2024

Mr. Thomas Abry
Abry Brothers, Inc.
3319 Orleans Avenue
New Orleans, LA 70119

Lateral Load and Uplift Load Bracing: 210 South Lopez Street New Orleans, LA

Dear Mr. Abry,

Regarding the forces encountered during a 3 second 143 mph wind burst as called for in the ASCE 7-16, Risk Category II, I can confirm that the calculations are correct that an 8" wide continuous CMU wall is adequate to resist the loads generated by the wind and is sufficient bracing. Regarding the uplift, the weight of the house is more than enough to hold the house to the continuous CMU. However please note that my design calls for corner tie-downs as shown in the attached details. Note also that this does not guarantee that the roof of the home is strong enough to resist the wind force and in the event of the 143 mph wind the roof will fail before the house is pulled off the foundation.

Note that other items listed in the 2021 IRC must also be followed. Particularly, as per section R408.2, 1 sq. ft. of ventilation opening shall be installed for every 150 sq. ft. of under-floor space area and one ventilating opening shall be within 3 feet of each corner.

Also note that the spacing of the support pilings under the home will follow the standard spacing. This means that the pushed piles on the exterior of the home should be spaced no more than 6' apart, the pushed piles supporting the interior grade beams should be no more than 8' apart and there should be no open span of the rest of the slab greater than 12.5'. The above is a maximum as the actual spacing shall be as shown on the latest revision of my design plans.

Should you have any questions please contact me at my office.

Sincerely,



3/25v/2024

Clay Barrilleaux, PE

Grant No. FMA-PJ-06-LA-2018-006
Parcel Address 210 S LOPEZ ST
RL No. RLD0064638
Owner Name JOHN CARDINALE
Barowka and Bonura Engineers and Consultants, LLC has reviewed this documentation for conformance to the grant program requirements only. This review does not verify conformity to local, state, or national codes that may pertain to this work, nor does it address the technical adequacy of the plans, which is the responsibility of the Engineer of Record.
Sign APPROVED
By Angie Albrecht at 11:33 am, Sep 06, 2024
Printed ANGIE ALBRECHT
Date 9/20/2024

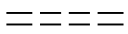
• Sill location & column placement are assumed. This placement will be field verified and, if needed, revised after the home is raised. Steel beams, if used, are to run beneath the existing sills. All joints in sills, new or old, shall be directly supported by steel or column support.

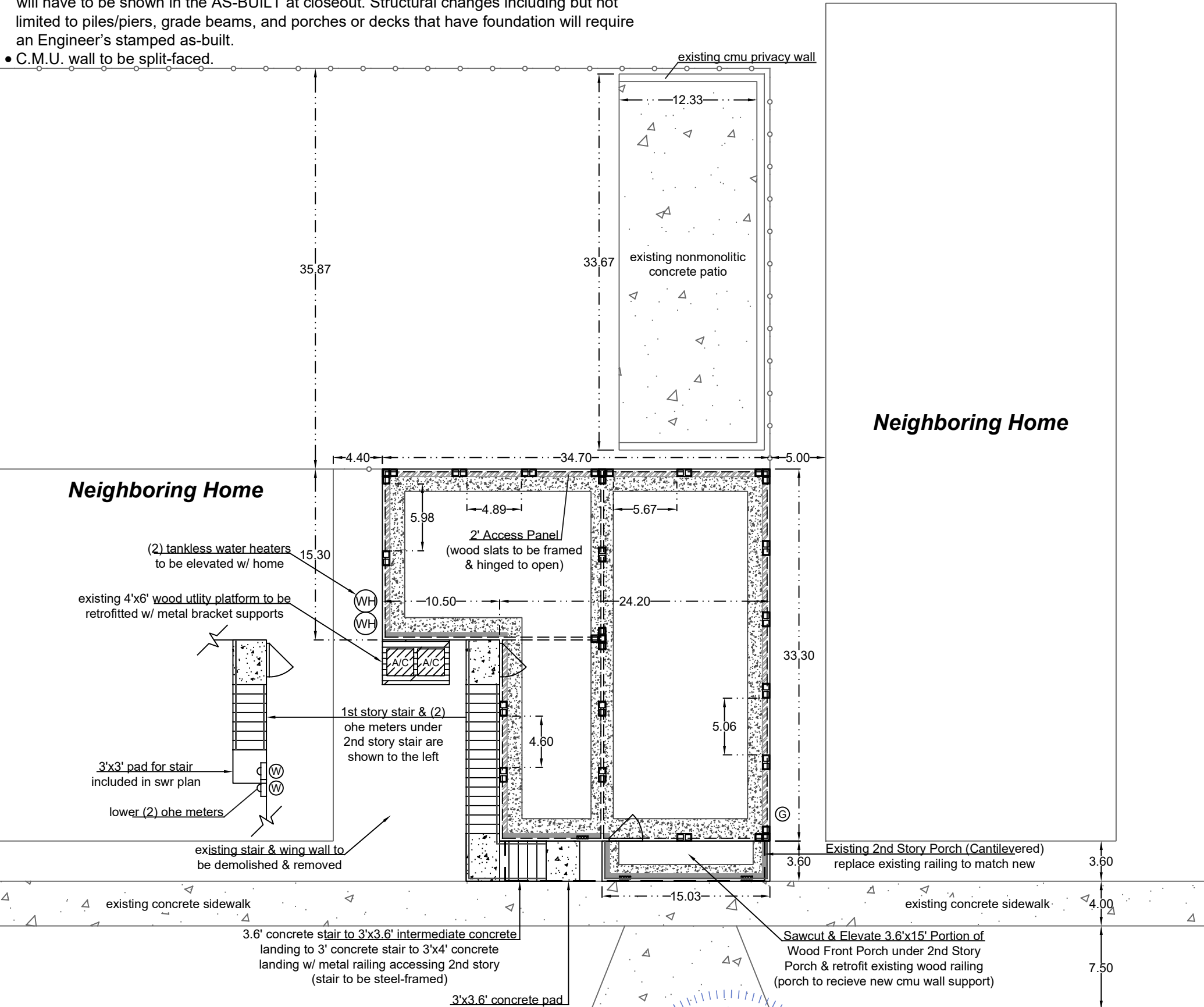
ELEVATION NOTES:
Rule for Elevation is 2016 BFE + 2' = 0.00' NAVD88.

Additional Nonstructural Notes (as applicable):

- Painting the skirt are grant-eligible items. Painting any other additional structure to be done as A.W.O.
- Interior paint primer allowed where sheetrock has been replaced.
- New gates or fences installed to be done as A.W.O.
- Landscaping and/or planter boxes to be removed only as needed for construction access.
- Remove & replace flatwork as needed for access (excluding stamped concrete).
- Uninstall & reinstall fences & gates as needed for access.
- Downspouts to be extended/ retrofitted.
- Trim trees as needed for access.
- Electric meter to be brought into compliance with local standards.
- Any relocation or changing of existing windows will be considered A.W.O.
- Block wall to be split-faced cmu.
- Repair of any interior/exterior damages that arise from leveling the existing structure are not grant eligible & shall be completed as A.W.O.
- Extend/retrofit gutters & downspouts.
- Per grant requirements, changes or deviations from the final/approved engineering plans will have to be shown in the AS-BUILT at closeout. Structural changes including but not limited to piles/piers, grade beams, and porches or decks that have foundation will require an Engineer's stamped as-built.
- C.M.U. wall to be split-faced.

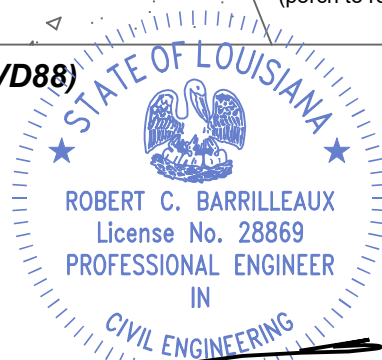
Building Notes:	
1st & 2nd Story Living Area:	967 ft ²
Elevate Existing 1st Story Wood Porch:	54 ft ²
Sawcut Existing 1st Story Wood Porch:	22 ft ²
Existing 2nd Story Wood Porch:	84 ft ²
Exterior Piers +/-	13
Interior Piers +/-	4
Structural CMU Wall +/-	35 LF
Metal Railing +/-	59 LF
Wood Railing +/-	23 LF
Home Ventilation:	
5.98' Slat Opening (4*72 in ²) =	288 in ²
5.67' Slat Opening (4*68 in ²) =	272 in ²
5.06' Slat Opening (10*62 in ²) =	610 in ²
4.89' Slat Opening (6*58 in ²) =	348 in ²
4.60' Slat Opening (6*55 in ²) =	330 in ²
Standard Vents (3*65 in ²) =	195 in ²
Total Ventilation =	1,955 in ²
Required Ventilation =	1,021 in ²

Legend	
8"x16" C.M.U. Pier	
Vented CMU Wall	
Wood Slat Wall	
New Footing	
Existing Grade Beam (Assumed)	
Gas Supply	
Water Supply	
Electric Supply	
Solar	
Water Heater	
Air Conditioner	
This is a legend only & does not represent what is currently on site.	



Grant No. FMA-PJ-06-LA-2018-006
Parcel Address 210 S LOPEZ ST
RL No. RL00064638
Owner Name JOHN CARDINALE
Barowka and Bonura Engineers and Consultants, LLC has reviewed this documentation for conformance to the grant program requirements only. This review does not verify conformity to local, state, or national codes that may pertain to this work, nor does it address the technical adequacy of the plans, which is the responsibility of the Engineer of Record.
Sign 
Printed ANGIE ALBRECHT
Date 9/20/2024

S Lopez Street (-5.54' NAVD88)



General Contractor: Abry Brothers, Inc. - License #26319
Elevation Contractor: Patterson Structural Moving & Shoring, LLC - License #54355
Homeowner: John Cardinale

Lift Method:

The pilings below the building shall first be exposed by removing the surrounding soils for a depth of approximately 3'-0". Then approximately every other pile is cut leaving room for a hydraulic jack to be installed between cut off pile & building's existing slab. A Unified Hydraulic Jacking system shall be used to raise the building in a unified mode until the designed height is achieved. At this stage, 8" x 8" x 8" concrete segmental blocks are installed on the remaining piles. Since the concrete segmental piles are generally installed until a minimum lift of one half inch is achieved on the structure, the corresponding guage pressure converts to a pile load capacity of approximately 7 tons. A concrete footing is installed around the perimeter of the building as shown on the plans. Contractor to verify building raise height with elevation certificate & local building department.

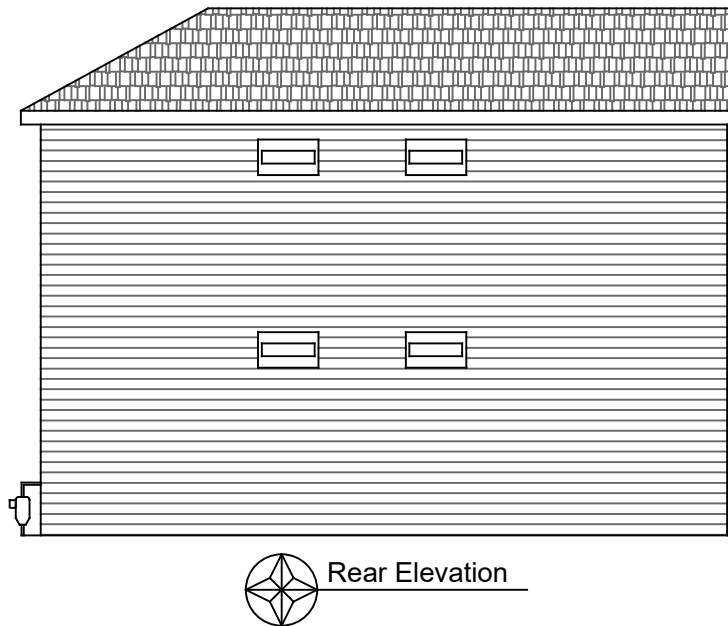
Post-Lift Plan

Contractor: Abry Brothers, Inc.
210 S Lopez Street
New Orleans, LA

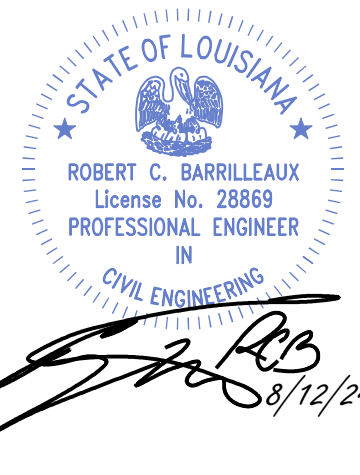


Robert Barrilleaux & Associates, Inc.
ph: (985)-542-0391 fax: (985)-542-6515
42333 Deluxe Plaza Suite 8 Hammond, LA
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Mar 19, 2024 Scale: 1" = 10'
Drawn by: TB Revised:



Grant No. FMA-PJ-06-LA-2018-006
Parcel Address 210 S LOPEZ ST
RL No. RL00064638
Owner Name JOHN CARDINALE
Barowka and Bonura Engineers and Consultants, LLC has reviewed this documentation for conformance to the grant program requirements only. This review does not verify conformity to local, state, or national codes that may pertain to this work, nor does it address the technical adequacy of the plans, which is the responsibility of the Engineer of Record.
APPROVED
By Angie Albrecht at 11:33 am, Sep 06, 2024
Sign
Printed ANGIE ALBRECHT
Date 9/20/2024



Pre-Lift Side Views
Contractor: Abry Brothers, Inc.

210 South Lopez Street
New Orleans, LA



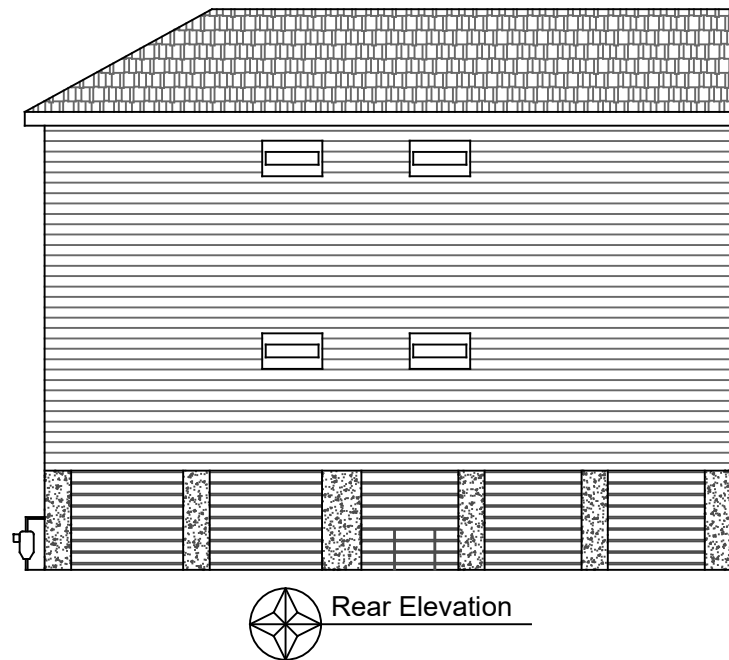
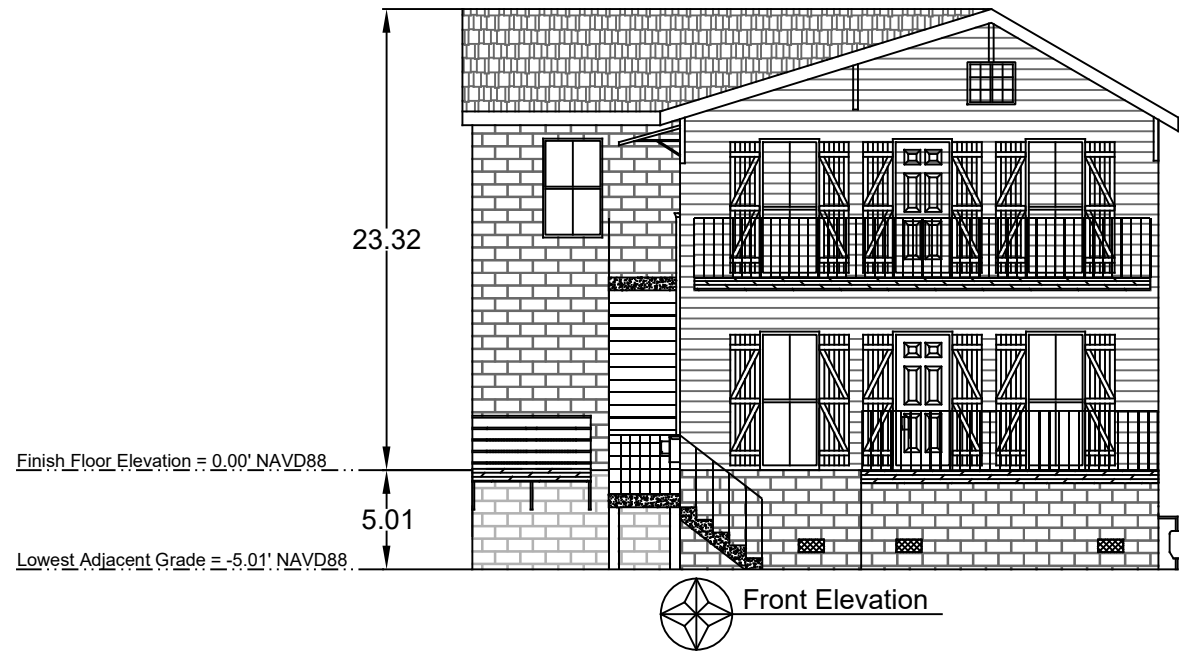
Robert Barrilleaux & Associates, Inc.
ph: (985)-542-0391 fax: (985)-542-6515
42333 Deluxe Plaza Suite 8 Hammond, LA
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Mar 21, 2024

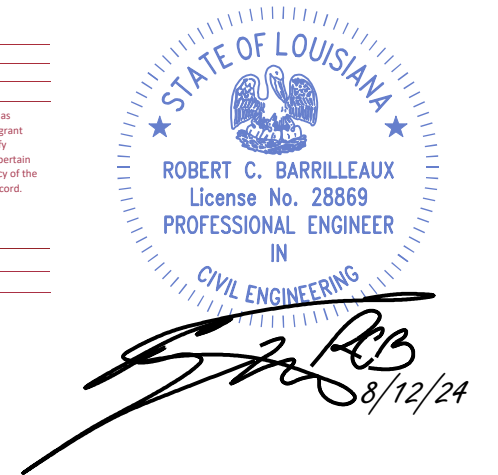
Scale: 1" = 10'

Drawn by: DF

Revised:



Grant No. FMA-PJ-06-LA-2018-006
Parcel Address 210 S LOPEZ ST
RL No. RL00064638
Owner Name JOHN CARDINALE
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Sign [APPROVED]
Printed ANGIE ALBRECHT
Date 9/20/2024



Post-Lift Side Views
Contractor: Abry Brothers, Inc.

210 South Lopez Street
New Orleans, LA



Robert Barrilleaux & Associates, Inc.
ph: (985)-542-0391 fax: (985)-542-6515
42333 Deluxe Plaza Suite 8 Hammond, LA
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Mar 21, 2024
Drawn by: DF
Scale: 1" = 10'
Revised:

3/4" decking

Hurricane Strap

14" x 1-1/4" min.

TOBF: 0.00' NAVD88

2.14'

Existing Band

5.01'

2.87'

LAG: 3.82' NAVD88

4"

New 18" wide by 12" deep
3000 p.s.i. concrete footing
with (4) #5 rebar

Rebar set at least 9" into
new footing to then "L"
at least 6"

Grant No. FMA-PJ-06-LA-2018-006

Parcel Address 210 S LOPEZ ST

RL No. RL00064638

Owner Name JOHN CARDINALE

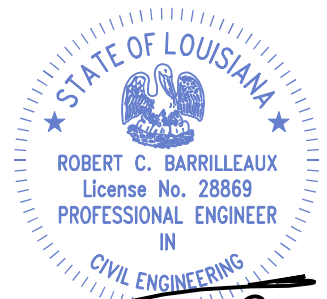
Barowka and Bonura Engineers and Consultants, LLC has reviewed this documentation for conformance to the grant program requirements only. This review does not verify conformity to local, state, or national codes that may pertain to this work, nor does it address the technical adequacy of the plans, which is the responsibility of the Engineer of Record.

APPROVED

By Angie Albrecht at 11:33 am, Sep 06, 2024

Printed ANGIE ALBRECHT

Date 9/20/2024



Typical Detail for Support of Wood
Frame House on New Footing
Contractor: Abry Brothers, Inc.

210 S Lopez Street
New Orleans, LA



Robert Barrilleaux & Associates, Inc.

ph: (985)-542-0391 fax: (985)-542-6515
42333 Deluxe Plaza Suite 8 Hammond, LA
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Mar 19, 2024

Scale: 1" = 1.5'

Drawn by: TB

Revised:

Notes:

Every 6th cell to be filled w/ (1) #5 rebar & 3,000 p.s.i.
concrete

Every other filled cell to also have Hurricane Strap embedded
into concrete.

Termite abatement to be performed per IRC 2021 318.1.

top of WF floor: ~ -2.64' NAVD88

Existing Joist

Approximate Pier Height: 2'

Existing Sill

5.01'
2 - Hurricane Strap
14" x 1-1/4" min.

Termite Shield

2-#5 rebar and blocks
filled with 3000# concrete

Rebar set 6" into new footing

LAG: -5.01' NAVD88

4"

New 18" wide by 18" deep
3000# concrete footing
with 4-#5 rebar

Note: Double block piers are to be
used if pier height exceeds 4.5'.
Double block piers shall have two
rebar and 2 filled cells.

Grant No. FMA-PJ-06-LA-2018-006

Parcel Address 210 S LOPEZ ST

RL No. RL00064638

Owner Name JOHN CARDINALE

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reviewed this documentation for conformance to the grant
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conformity to local, state, or national codes that may pertain
to this work, nor does it address the technical adequacy of the
plans, which is the responsibility of the Engineer of Record.

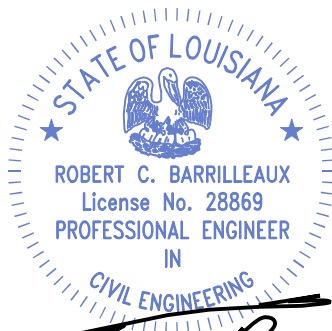
APPROVED

By Angie Albrecht at 11:33 am, Sep 06, 2024

Sign

Printed ANGIE ALBRECHT

Date 9/20/2024



[Signature]
8/12/24

Typical Detail for Pier Support of Wood
Frame House on Footing
Contractor: Abry Brothers, Inc.

210 S Lopez Street
New Orleans, LA



Robert Barrilleaux & Associates, Inc.

ph: (985)-542-0391 fax: (985)-542-6515

42333 Deluxe Plaza Suite 8 Hammond, LA

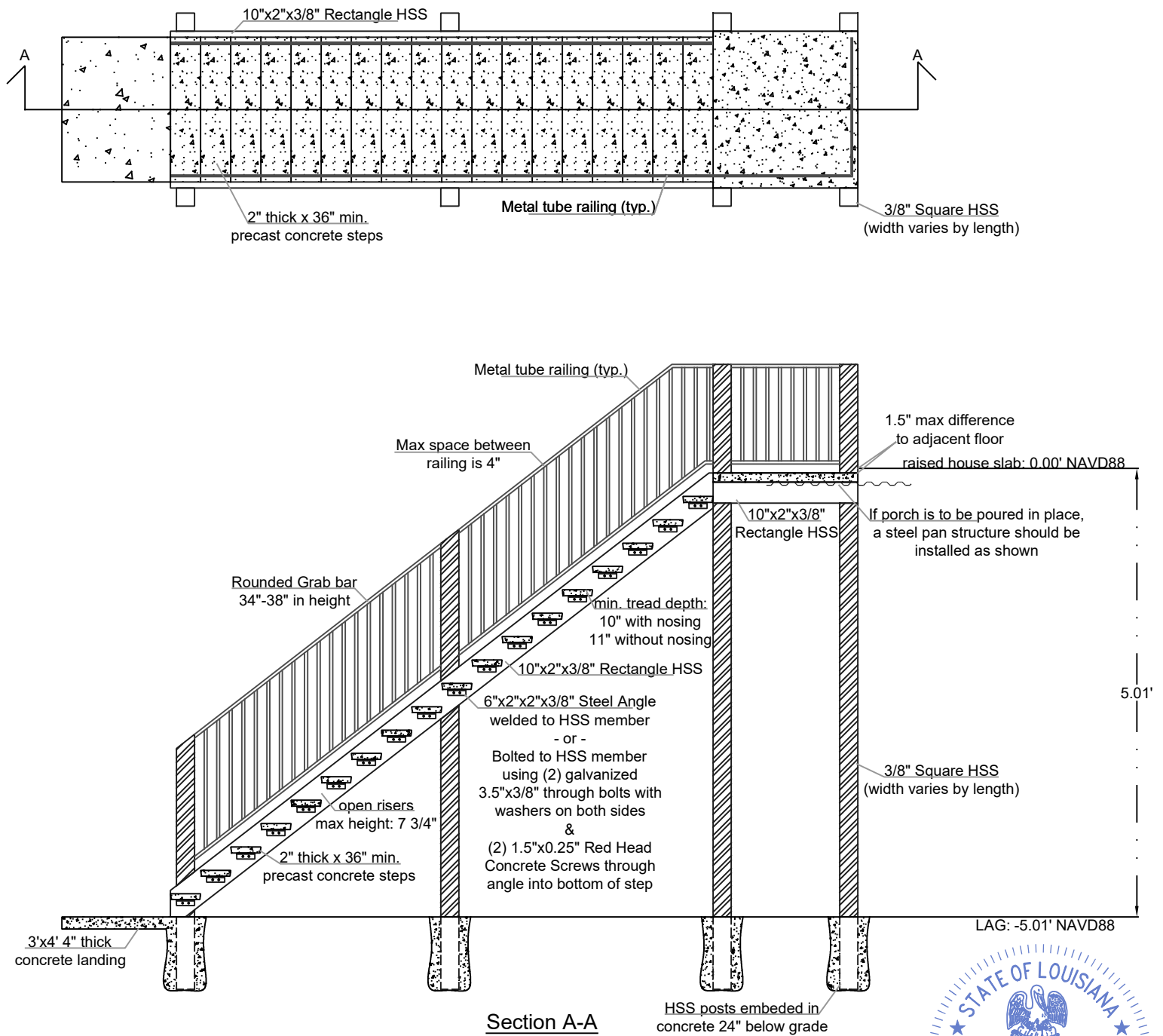
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Mar 19, 2024

Scale: 1" = 1'

Drawn by: RCB

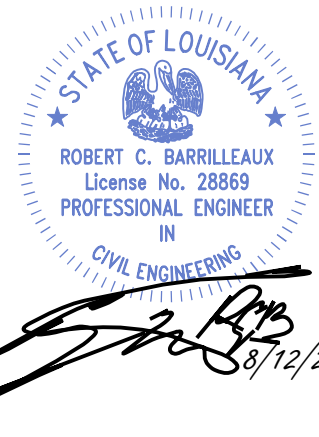
Revised:



Grant No. FMA-PJ-06-LA-2018-006
Parcel Address 210 S LOPEZ ST
RL No. RL00064638
Owner Name JOHN CARDINALE
Barowka and Bonura Engineers and Consultants, LLC has reviewed this documentation for conformance to the grant program requirements only. This review does not verify conformity to local, state, or national codes that may pertain to this work, nor does it address the technical adequacy of the plans, which is the responsibility of the Engineer of Record.

APPROVED
By Angie Albrecht at 11:33 am, Sep 06, 2024

Sign
Printed ANGIE ALBRECHT
Date 9/20/2024



NOTES:

- Construction shall conform to 2021 International Residential Code R311
- Railing height shall be 36". Both stairway & any landing over 30" above grade shall have a railing.
- As per IRC 2021 R311.7.4, min. tread depth to be 10" nosing to nosing and max. riser height to be 7-3/4"
- There shall be no more than a 6" sphere space between top of tread and bottom of rail at any point.
- All treads shall be secured with screws rather than nails.
- All metal shall be painted with corrosion resistant paint.
- All poured concrete shall be 3500 psi.
- Precast concrete steps may be used, & must support a moving concentrated load of 1,000 pounds.
- All Fasteners shall be galvanized steel.
- Any stairs higher than 10' will require 6"x6" post instead of 4"x4".
- Stairs shall be free-standing & not attached to home or other structure in any way.

Self Supported Steel-Framed Concrete Stair or Deck w/ Open Riser Detail for use in V-Zones
Lift Company: Patterson Structural Moving & Shoring

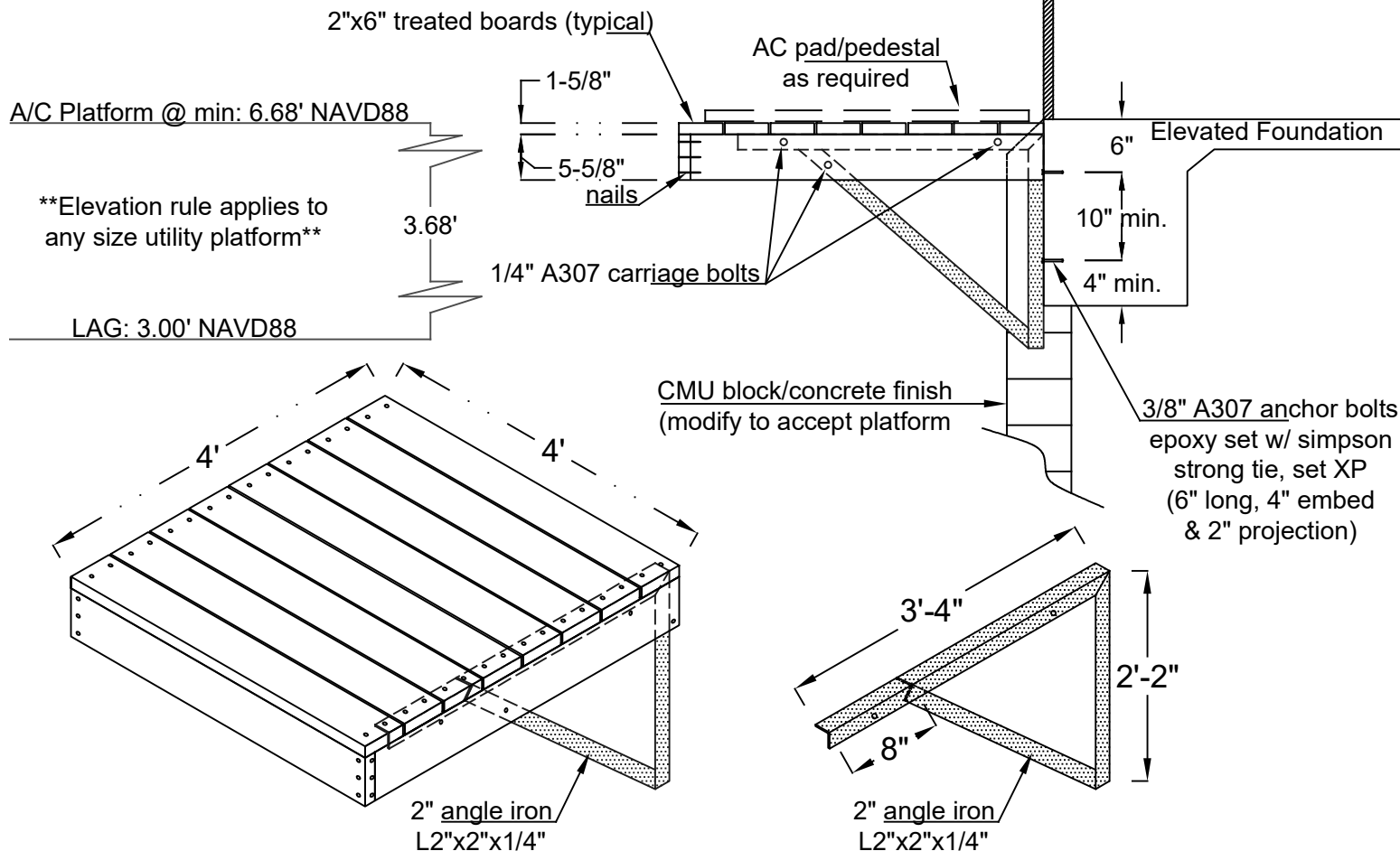
4917 Deborah Ann Drive
Barataria, LA



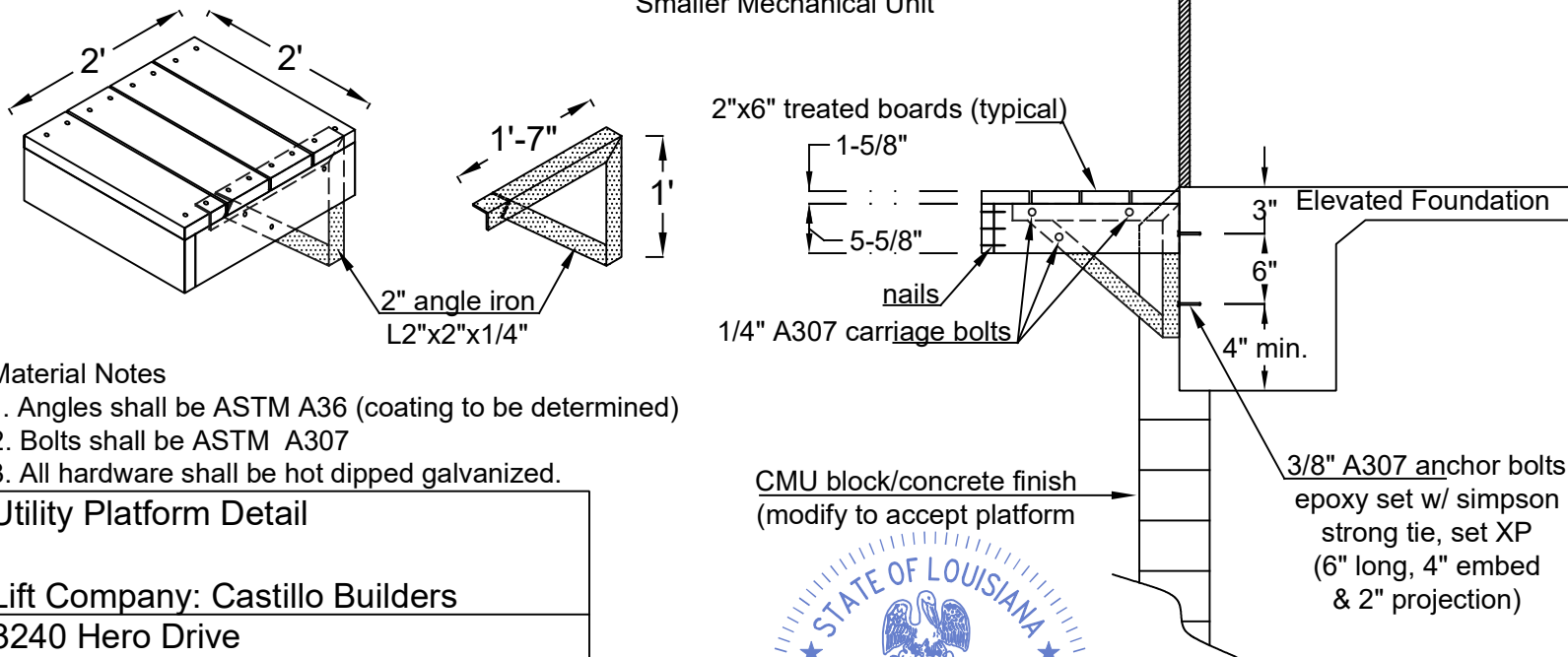
Robert Barrilleaux & Associates, Inc.
ph: (985)-542-0391 fax: (985)-542-6515
42333 Deluxe Plaza Suite 8 Hammond, LA
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Aug 29, 2023 Scale: 1" = 4'
Drawn By: TB Revised:

Larger Mechanical Unit



Smaller Mechanical Unit



Material Notes

- Angles shall be ASTM A36 (coating to be determined)
- Bolts shall be ASTM A307
- All hardware shall be hot dipped galvanized.

Utility Platform Detail

Lift Company: Castillo Builders

3240 Hero Drive
Gretna, LA



Robert Barrilleaux & Associates, Inc.

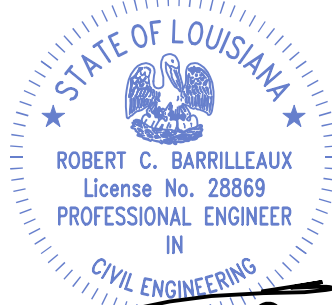
ph: (985)-542-0391 fax: (985)-542-6515
42333 Deluxe Plaza Suite 8 Hammond, LA
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Mar 20, 2024

Scale: 1" = 2'

Drawn by: TB

Revised:



[Signature]
8/12/24

Grant No. FMA-PJ-06-LA-2018-006

Parcel Address 210 S LOPEZ ST

RL No. RL00064638

Owner Name JOHN CARDINALE

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APPROVED

By Angie Albrecht at 11:31 am, Sep 06, 2024

Sign

Printed ANGIE ALBRECHT

Date 9/20/2024

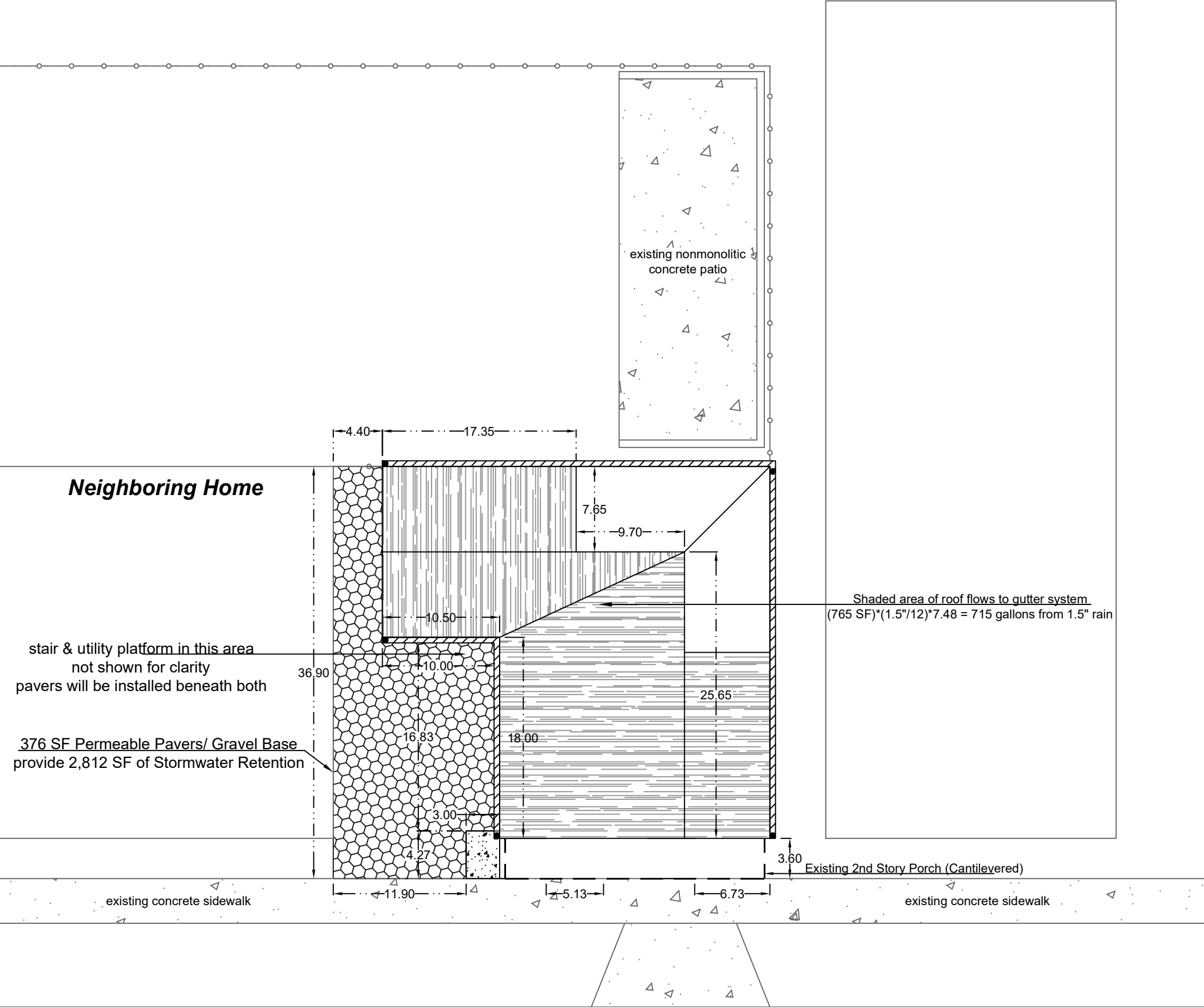
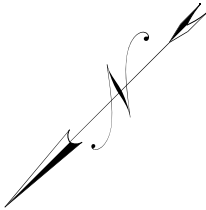
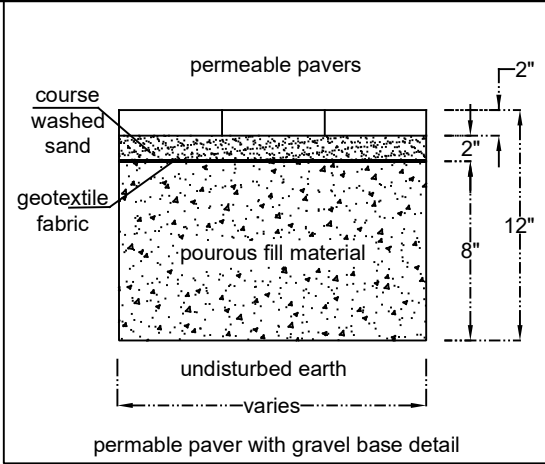
Building Notes:
Area under Roof: ~967 SF

Flood water storage shall be as follows:
Permeable Pavers w/ gravel base

Total Designed Square Footage of 1' depth Permeable Pavers is 376 ft²

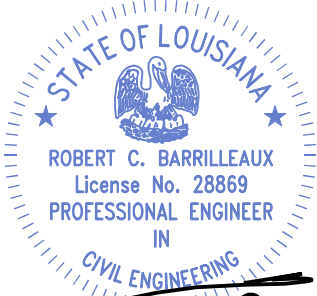
gutter downspout
gutter

Note:
There is currently a gutter system around 100% of the home.
Existing downspouts are to be extended to grade.



S Lopez Street (-5.54' NAVD88)

Grant No. FMA-PJ-06-LA-2018-006
Parcel Address 210 S LOPEZ ST
RL No. RL00064638
Owner Name JOHN CARDINALE
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Sign
Printed ANGIE ALBRECHT
Date 9/20/2024



8/13/24

Stormwater Retention Plan
Contractor: Abry Brothers, Inc.

210 S Lopez Street
New Orleans, LA



Robert Barrilleaux & Associates, Inc.
ph: (985)-542-0391 fax: (985)-542-6515
42333 Deluxe Plaza Suite 8 Hammond, LA
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Mar 19, 2024
Drawn by: TB

Scale: 1" = 10'
Revised:



South Salcedo Street

Cleveland Avenue

Palmyra Street

Neighboring Home

Neighboring Home

210 S Lopez Street

existing nonmonolithic
concrete patio

39.2.0'

33.11.0'

33.11.0'

39.2.0'

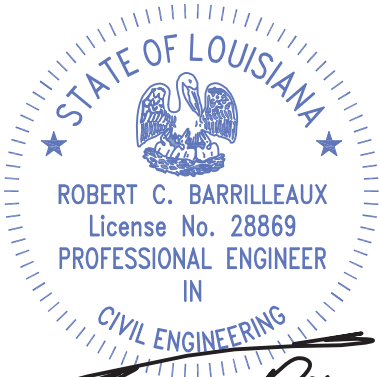
4.9.0 Existing Sidewalk

7.0.0

11.9.0

Curb 0.6.5

South Lopez Street



NOTES:

1. All distances are as per survey by Richmond W. Krebs dated 01/20/25.
2. This plan is for construction purposes only and does not represent an actual ground survey.
3. Engineer does not warrant the accuracy of the survey provided in preparation of this plan.

Post-Construction Plot Plan

Contractor: Abry Brothers, Inc.
210 S Lopez Street
New Orleans, LA



Robert Barrilleaux & Associates, Inc.
ph: (985)-542-0391 fax: (985)-542-6515
42333 Deluxe Plaza Suite 8 Hammond, LA
Engineer - Robert C. Barrilleaux, PE # 28869

Date: Feb 13, 2025

Scale: 1" = 10'

Drawn by: TR

Revised:

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 Cryptostate, LLC, air and ground rights for the purpose encroachments of a balcony, stairs, railings, landing, and planter bearing the municipal address of 210 South Lopez Street for a yearly payment of \$152.00;

1. Howard E. Noble
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.



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