

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3862

ORDINANCE COUNCIL SERIES NO. _____

COUNCIL SPONSOR: MR. HAMAUEI

PROVIDED BY: COUNCIL OFFICE

INTRODUCED BY MR. HAMAUEI

SECONDED BY: MR. STEFANCIK

ON THE 5TH DAY OF JUNE, 2008.

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ENTER INTO A NON-EXCLUSIVE SERVITUDE AGREEMENT WITH CLECO POWER, LLC FOR A .025 ACRE PARCEL IN JOHN DAVIS PARK, SECTION 40, TOWNSHIP 8 SOUTH, RANGE 12 EAST, LACOMBE, ST. TAMMANY PARISH, LOUISIANA, MORE FULLY DESCRIBED IN ATTACHED EXHIBIT "A," WARD 7, DISTRICT 7.

WHEREAS, the St. Tammany Parish Government ("Parish") has determined that it is in the public interest to enter into this Non-Exclusive Servitude Agreement; and

WHEREAS, it is the desire of St. Tammany Parish Government to grant a non-exclusive servitude to Cleco Power, LLC for the purpose of providing underground electrical services to the John Davis Memorial Park Community Center, Lacombe, La.; and

WHEREAS, a highlighted map defining the property on which the servitude is to be granted is attached as Exhibit "A."

THE PARISH OF ST. TAMMANY HEREBY ORDAINS that it authorizes the Office of the Parish President to enter into a Non-exclusive Servitude agreement with Cleco Power, LLC for all that certain .025 acre parcel of land within John Davis Memorial Park, Section 40, T8S, R12E, Lacombe, St. Tammany Parish, Louisiana, for the purposes of providing underground electrical services to a community center within the park, and as more fully described in attached Exhibit "A."

That pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to do whatever is necessary to enter into the Non-exclusive Servitude Agreement for the described Property.

That the Office of the Parish President is authorized to exercise its discretion in granting a servitude on this property, together with all agreements and all transactions necessary to carry out the intent of this Ordinance.

That any actions previously taken by the Office of the Parish President to grant a servitude on this property are ratified and accepted accordingly.

REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

CLECO POWER LLC
UNDERGROUND SERVITUDE AGREEMENT
(INDIVIDUAL)

Recorded _____

COB _____ Pg. _____

STATE OF LOUISIANA
PARISH OF St. Tammany

Project No. 03NBE00003-103
Agent No. 2142

KNOW ALL MEN BY THESE PRESENTS, that the undersigned ST. TAMMANY PARISH BY:

of lawful age, whose mailing address is P. O. Box 628, Covington, 70434, State of Louisiana, Grantor, for and in consideration of One and No/100 (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto Cleco Power LLC, its successors and assigns, the right, privilege and servitude forever to construct, operate, improve and maintain underground electric distribution facilities and communications and other related appurtenances and the right to cut, trim and remove trees and shrubbery and other growths, together with a perpetual Right of Way, all as hereinafter set forth, upon, over, and across the following described lands in the Parish of St. Tammany State of Louisiana, and more particularly described as follows:

A certain tract of land located in Section(s) 40, Township 8 South, Range 12 East, Ward 7, Parish of St. Tammany, Louisiana.

Route of new right of way and guying locations more particularly shown on _____ Sketch(es), a copy of which is attached hereto and made a part hereof.

The Rights of Way being 10 feet in width. (See Attached)

Grantor further grants to Grantee the right to open and clear the above described Right of Way and to forever maintain said Right of Way and its underground electric distribution facilities and appurtenances, open and clear, on, over, under and across the aforesaid property. No buildings or other structures except fences shall be built on and/or across, or above, or below, or over-hanging said Right of Way, or any part thereof. Grantor further grants to Grantee the right and privilege to construct, operate and maintain said underground electric distribution facilities anywhere on, under, along and above the said Right of Way, and to locate its facilities and other appurtenances at any places on and within the said Right of Way that Grantee may, in its sole discretion, select or desire. Grantor further grants to Grantee the right and privilege to keep the said Right of Way clear of any and all obstacles which, in the sole judgment of Grantee, might interfere with or constitute a hazard to the operation and/or maintenance of said underground electric facilities.

Grantor further grants to Grantee the right and privilege to patrol, alter, inspect, improve, repair, replace or remove any and all underground electric facilities, including the right to increase or decrease the voltage of such electric distribution facilities, and shall have all other rights and privileges deemed by Grantee necessary or convenient for the full use and enjoyment of said Right of Way.

The servitude and rights herein granted are not exclusive, and Grantor reserves the right to grant servitudes to others affecting the above described servitude provided that in the reasonable judgment of Grantee such servitudes and rights so granted do not conflict with the rights of Grantee.

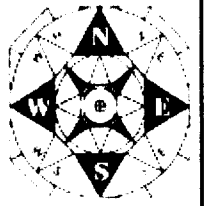
Grantee shall always have the right of ingress and egress to and from and upon said Right of Way over and across the above described property.

Grantor agrees that it will release and hold Grantee harmless from any claims for damage done by Grantee to the property and/or its improvements during this said construction period, unless said damage results solely from the negligence of Grantee

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this ___ day of _____, 2008 in the presence of two competent witnesses, who sign as such with Grantor after due reading.

SKETCH

(Not to Scale)



ST.

12TH

ST. TAMMANY PARISH

N.

±45'

±120'



U. S.

LACOMBE, LA