

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6430

ORDINANCE COUNCIL SERIES NO: \_\_\_\_\_

COUNCIL SPONSOR: LORINO/COOPER

PROVIDED BY: CIVIL DIVISION ADA

INTRODUCED BY: MS. O'BRIEN

SECONDED BY: MR. CANULETTE

ON THE 20 DAY OF AUGUST , 2020

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ENTER INTO A SERVITUDE AGREEMENT WITH CLECO POWER, LLC FOR ELECTRIC SERVICE TO THE COVINGTON FAIRGROUNDS IN THE AREAS MORE FULLY DESCRIBED IN ATTACHED SERVITUDE AGREEMENT AND MAP (WARD 3, DISTRICT 2)

WHEREAS, it is the desire of St. Tammany Parish Government to grant a servitude to Cleco Power, LLC on immovable property owned by Parish for the purpose of relocating and/or modifying existing above-ground electrical equipment to at-grade; and

WHEREAS, Cleco Power, LLC is to provide the work to relocate its electric equipment to the new servitude areas; and

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

WHEREAS, a map defining the property on which the servitude is to be granted, as well as the proposed Servitude Agreement, is attached hereto as Exhibit "A".

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that St. Tammany Parish Government, through the Office of the Parish President, is authorized to enter into a Servitude Agreement with Cleco Power, LLC for that certain property described on the attached Servitude Agreement and map for the purposes of providing above and below ground electrical services to the Covington Fairgrounds; and

BE IT FURTHER ORDAINED: 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; and

BE IT FURTHER ORDAINED: that all actions previously taken by the Office of the Parish President to grant a servitude on the 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REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 3 DAY OF SEPTEMBER , 2020 ; AND BECOMES ORDINANCE COUNCIL SERIES NO \_\_\_\_\_.

\_\_\_\_\_  
MICHAEL R. LORINO, JR. , COUNCIL CHAIRMAN

ATTEST:

\_\_\_\_\_  
KATRINA L. BUCKLEY, COUNCIL CLERK

\_\_\_\_\_  
MICHAEL B. COOPER, PARISH PRESIDENT

Published Introduction: AUGUST 12 , 2020

Published Adoption: \_\_\_\_\_ , 2020

Delivered to Parish President: \_\_\_\_\_ , 2020 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_ , 2020 at \_\_\_\_\_

CLECO POWER LLC  
SERVITUDE AGREEMENT

Recorded \_\_\_\_\_  
# \_\_\_\_\_  
COB \_\_\_\_\_ Pg. \_\_\_\_\_  
Project No. NWBU55-103  
Agent No. 2142

BE IT KNOWN, that GRANTOR(S), ST. TAMMANY PARISH GOVERNMENT  
represented by: MIKE COOPER, Parish President, of lawful age,  
whose mailing address is 21490 Koop Dr., Mandeville, 70471, State of  
LOUISIANA, for and in consideration of one dollar (\$1.00) paid and other good and valuable consideration,  
receipt of which is acknowledged, has and by these presents does grant and convey unto CLECO POWER LLC, a  
Louisiana limited liability company, with offices at 2030 Donahue Ferry Road, Pineville, Louisiana 71360, its  
associated and allied companies and their respective successors and assigns, herein referred to as GRANTEE, a  
perpetual servitude over, under, and through a part of the following described property:

A certain tract of land located in Section(s) 37, Township 6 South, Range 11 East,  
Parish of St. Tammany, Louisiana, hereinafter referred to as "Right of Way."

Right of Way is shown on Exhibit "A" attached hereto and made a part hereof.

GRANTOR(S) grants to GRANTEE the right to place, construct, reconstruct, repair, replace, add, modify, relocate, change  
the size and capacity of, operate, maintain, inspect, and/or remove underground and/or overhead electrical line(s) and/or  
system(s), including, but not limited to, poles, structures, wires, cables, conduits, guys, anchors, and other fixtures and  
equipment as the GRANTEE may from time to time require for the transmission and/or distribution of electric current  
and other forms of energy. GRANTEE may construct, operate, and maintain said overhead and underground electric  
distribution and/or transmission facilities anywhere on, under, along, and above the said Right of Way, and locate its  
facilities and other appurtenances at any places on and within the said Right of Way that GRANTEE selects, in its sole  
discretion. GRANTOR(S) further grants to GRANTEE the right of ingress and egress to and from said Right of Way at all  
times with equipment and personnel across GRANTOR(S)'S lands for the purpose of constructing, operating, and  
maintaining said lines and related facilities and making all necessary repairs, alterations, additions, or removal of any of  
its property placed thereon.

GRANTOR(S) retains the right to use for GRANTOR'S own purpose the land covered by the Right of Way as long as such  
use does not interfere with the servitude and rights granted herein. GRANTOR(S) shall not construct nor permit to be  
constructed any structure, obstacle, or building of any type or nature, on, across, above, below, over-hanging, or adjacent  
to said Right of Way that would prevent the use or endanger the said facilities or that would cause a violation of the  
National Electrical Safety Code.

GRANTOR(S) further grants to GRANTEE the right and privilege to open the Right of Way and thereafter keep the Right  
of Way clear of any and all obstacles which, in GRANTEE'S sole discretion, might interfere with or constitute a hazard to  
the operation and/or maintenance of said electric facilities. In addition, the GRANTEE may trim, treat, cut down, or  
remove any trees, growth, and vegetation without incurring damages (within the Right of Way or which could grow into  
the Right of Way) which may interfere with GRANTEE'S lines and other facilities, or with ingress and egress thereto.

This servitude does not convey any interest whatsoever in any oil, gas, or other minerals in, on, or under the Right of  
Way.

GRANTOR(S) agrees that it will release and hold GRANTEE harmless from any claims for damage to the property and/or  
its improvements, except actual damages directly caused by GRANTEE as a result of construction, maintenance, and  
operation of its facilities.

The servitude and rights granted herein are not exclusive, and GRANTOR(S) reserves the right to grant servitudes to  
others affecting the Right of Way, provided that in the reasonable judgment of GRANTEE such servitudes and rights so  
granted do not conflict with the rights of GRANTEE.

To have and hold the above described servitude and rights unto the GRANTEE, its successors and assigns, forever or  
until said servitude is finally abandoned.

STATE OF LOUISIANA  
PARISH/COUNTY OF ST. TAMMANY

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal, at \_\_\_\_\_  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence the undersigned witnesses, who sign as such with  
GRANTOR(S) after due reading.

WITNESSES:

GRANTOR(S)

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: MIKE COOPER Last 4 of SSN/TIN: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Last 4 of SSN/TIN: \_\_\_\_\_

**NOTARY SIGNATURE**

(when Grantor signs in front of Notary)

THUS DONE AND SIGNED at \_\_\_\_\_ (place of execution)  
in the presence of the above-signed competent witnesses who hereunto sign their names together with the appearers and  
me, Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary/Bar Roll No. \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**OR**

**WITNESS ACKNOWLEDGEMENT**

(when Notary not present for Grantor's signature)

BEFORE ME, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid,  
personally came and appeared \_\_\_\_\_ (must be one of the witnesses above), who, having first  
being duly sworn, did say and acknowledge to me, notary, that appearer subscribed his/her name to the foregoing  
instrument as an attesting and subscribing witness thereunto, and that he/she knows MIKE COOPER  
\_\_\_\_\_ (Grantor(s)) to be the identical person(s) who executed the  
foregoing instrument as GRANTOR(S) and he/she witnessed MIKE COOPER  
\_\_\_\_\_ (Grantor(s)) sign his/her name as a voluntary act and deed,  
and for the purposes and consideration therein expressed in his/her presence and the other witness.

ACKNOWLEDGING WITNESS:  
Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary/Bar Roll No. \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF RAPIDES

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal, at Pineville on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of the undersigned witnesses, who sign as such with  
GRANTEE after due reading.

WITNESSES: Cleco Power LLC, GRANTEE

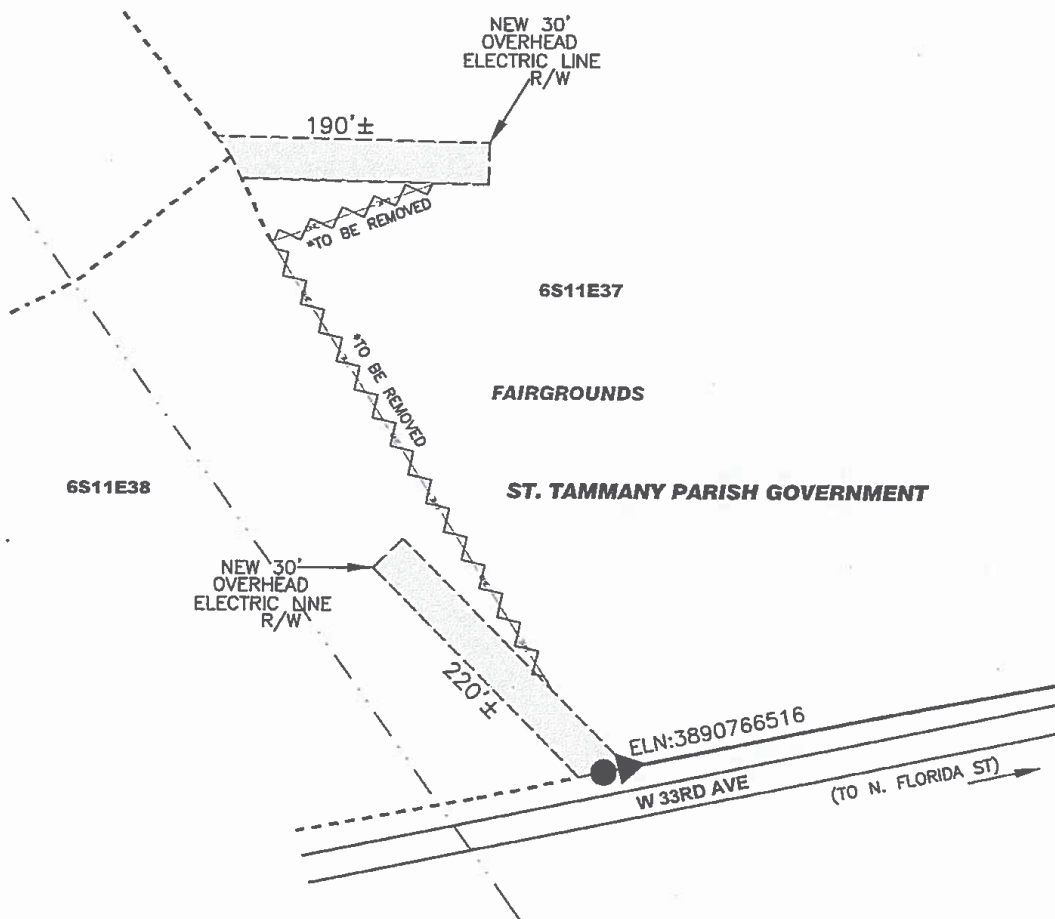
Signed: \_\_\_\_\_ BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Manager of Right of Way and Real Estate T.L.N.: XX-XXX4480

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_

THUS DONE AND SIGNED at Pineville, Louisiana, in the presence of the above-signed competent witnesses who  
hereunto sign their names together with the appearers and me, Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary/Bar Roll No. \_\_\_\_\_  
My Commission expires \_\_\_\_\_

# EXHIBIT "A" SKETCH ( Not to Scale )



NEW ELECTRIC LINE RIGHT OF WAY ACROSS THE PROPERTY OF <b>ST. TAMMANY PARISH GOVERNMENT</b>		 <b>Cleco Power LLC</b> <small>PINEVILLE, LOUISIANA</small>	
SECTION(S): 37		TOWNSHIP: 6S	RANGE: 11E
PARCEL ID: 461407		ST. TAMMANY PARISH, LOUISIANA	
ELN: 3890766516		DWN. BY: C.E.S	DATE: 06/30/2020

GUYING AS NEEDED	
R/W WIDTH	R/W LENGTH
30'	410'± OVERHEAD

### **Ordinance Administrative Comment**

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ENTER INTO A SERVITUDE AGREEMENT WITH CLECO POWER, LLC FOR ELECTRIC SERVICE TO THE COVINGTON FAIRGROUNDS, IN THE AREAS MORE FULLY DESCRIBED IN ATTACHED SERVITUDE AGREEMENT AND MAP (WARD 3, DISTRICT 2)

The Parish seeks to enter into a servitude agreement with Cleco Power, LLC for the provision of electrical service to the Covington Fairgrounds facilities. The servitude will include overhead servitudes of thirty feet, all as shown on attached plans.