

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6720

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: LORINO/COOPER

PROVIDED BY: CIVIL DIVISION ADA

INTRODUCED BY: MR. DAVIS

SECONDED BY: MR. TOLEDANO

ON THE 8 DAY OF JULY , 2021

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ENTER INTO A SERVITUDE AGREEMENT WITH CLECO POWER, LLC ACROSS THE OAK HARBOR PARK AND RIDE IN THE AREA MORE FULLY DESCRIBED IN ATTACHED SERVITUDE AGREEMENT AND MAP (WARD 9, DISTRICT 13)

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 installing below-ground electric lines; and

WHEREAS, St. Tammany Parish Government has determined that it is in the public interest to enter into a Servitude Agreement to facilitate the electric services provided; 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.

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, LC for that certain property described on the attached Servitude Agreement and map for the purposes of providing electrical services; 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REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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 5 DAY OF AUGUST , 2021 ; 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: JUNE 30 , 2021

Published Adoption: _____ , 2021

Delivered to Parish President: _____ , 2021 at _____

Returned to Council Clerk: _____ , 2021 at _____

Ordinance Administrative Comment

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The Parish seeks to enter into a servitude agreement with Cleco Power, LLC for the provision of electrical service improvements to the Lakeshore Blvd. area. The servitude will include an underground servitude of ten feet, all as shown on attached plans.

CLECO POWER LLC
SERVITUDE AGREEMENT

Recorded _____

COB _____ Pg. _____
Project No. NWBUS5-103
Agent No. 2142

BE IT KNOWN, that GRANTOR(S), ST. TAMMANY PARISH GOVERNMENT,
Represented by Michael B. 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) 34, Township 9 South, Range 14 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: _____

Signed: _____

Print Name: _____

Print Name: Michael B. Cooper, Parish President Last 4 of SSN/TIN: _____

Signed: _____

Signed: _____

Print Name: _____

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 Michael B. Cooper, Parish President _____ (Grantor(s)) to be the identical person(s) who executed the foregoing instrument as GRANTOR(S) and he/she witnessed Michael B. Cooper, Parish President _____ (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.I.N.: XX-XXX4480

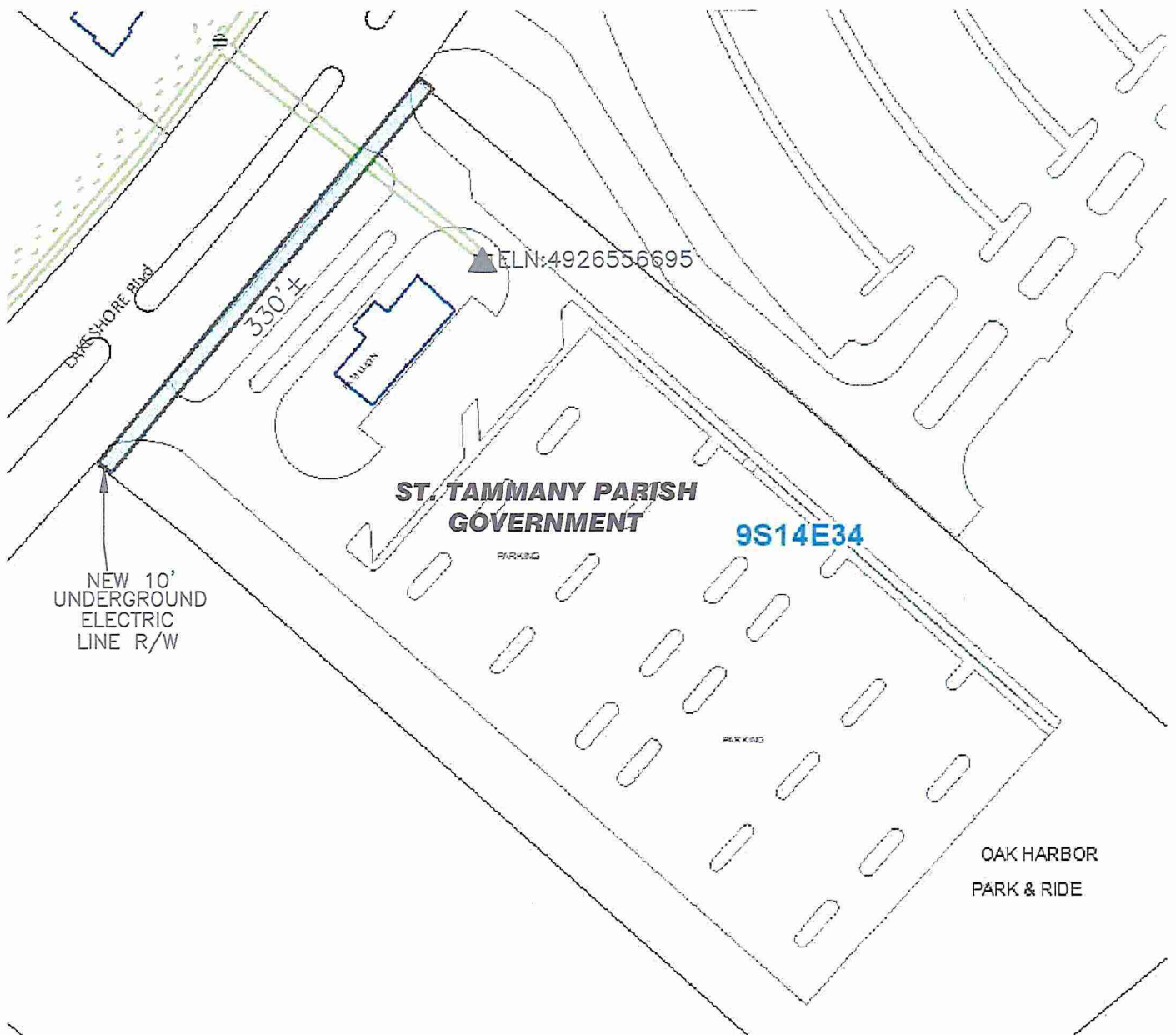
Signed: _____
Print Name: _____


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 ST. TAMMANY PARISH GOVERNMENT		 Cleco Power LLC PINEVILLE, LOUISIANA		
				SECTION(S): 34
GUYING AS NEEDED		PARCEL ID: 570906	ST. TAMMANY PARISH, LOUISIANA	
R/W WIDTH	R/W LENGTH	ELN: 4926556695		
10'	330'± UNDERGROUND			