

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6835

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: LORINO/COOPER

PROVIDED BY: CIVIL DIVISION ADA

INTRODUCED BY: MR. CANULETTE

SECONDED BY: MR. BINDER

ON THE 2 DAY OF DECEMBER, 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 FOR ELECTRIC SERVICE TO THE SAFE HAVEN FACILITIES IN THE AREA MORE FULLY DESCRIBED IN THE ATTACHED SERVITUDE AGREEMENT AND MAP (WARD 4, DISTRICT 7)

WHEREAS, it is the desire of St. Tammany Parish Government to grant a servitude to Cleco Power, LLC over, under and upon immovable property owned by Parish for purpose of providing above and below ground electrical services; and

WHEREAS, Cleco Power, LLC is to provide work for benefit of improvements being constructed by Family Promise of St. Tammany; 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

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that St. Tammany Parish Government, though 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 Safe Haven facilities; 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REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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 6 DAY OF JANUARY , 2022 ; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

KATRINA L. BUCKLEY, COUNCIL CLERK

MICHAEL B. COOPER, PARISH PRESIDENT

Published Introduction: NOVEMBER 25 , 2021

Published Adoption: _____ , 2022

Delivered to Parish President: _____ , 2022 at _____

Returned to Council Clerk: _____ , 2022 at _____

CLECO POWER LLC
SERVITUDE AGREEMENT

Recorded _____

COB _____ Pg. _____
Project No. NWBUS5-103
Agent No. 3552

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 Drive, 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) 42, Township 8 South, Range 12 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 _____
PARISH/COUNTY OF _____

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: Michael B. Cooper, Parish President 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 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

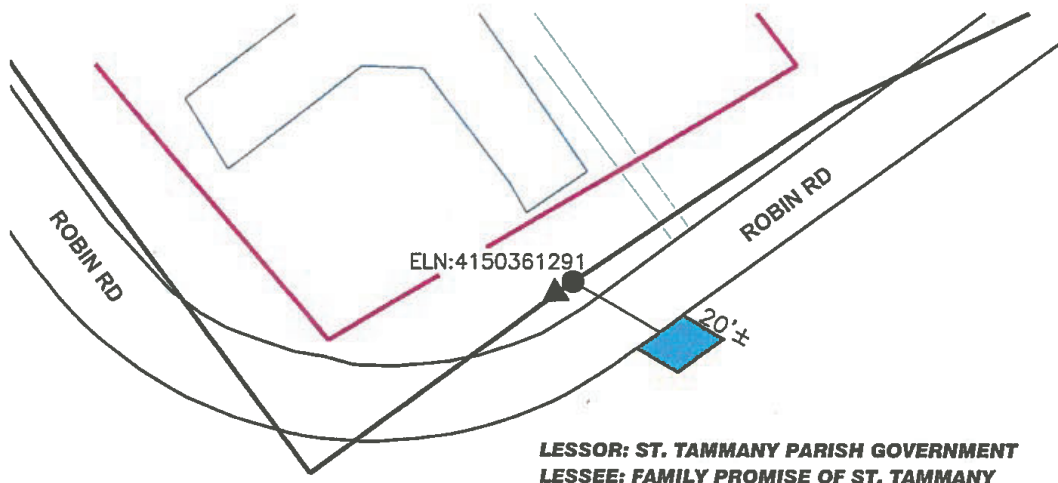
Signed: _____
Print Name: _____

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)



LESSOR: ST. TAMMANY PARISH GOVERNMENT
LESSEE: FAMILY PROMISE OF ST. TAMMANY

8S12E42

- LEGEND:**
N.T.S.
- NEW 30' OVERHEAD ELECTRIC LINE R/W
 - EXISTING ELECTRIC LINE

NEW ELECTRIC LINE RIGHT OF WAY ACROSS THE PROPERTY OF		 Cleco Power LLC PINEVILLE, LOUISIANA	
LESSOR: ST. TAMMANY PARISH GOVERNMENT		LESSEE: FAMILY PROMISE OF ST. TAMMANY	
SECTION(S): 42	TOWNSHIP: 8S	RANGE: 12E	
PARCEL ID: 605712		ST. TAMMANY PARISH, LOUISIANA	
ELN: 4150361291	DWN. BY: C.E.S	DATE: 10/04/2021	
GUYING AS NEEDED			
R/W WIDTH	R/W LENGTH		
30'	20'± 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 SAFE HAVEN FACILITIES, IN THE AREA MORE FULLY DESCRIBED IN ATTACHED SERVITUDE AGREEMENT AND MAP (WARD 4, DISTRICT 7)

The Parish seeks to enter into a servitude agreement with Cleco Power, LLC for the provision of electrical service to the Family Promise site at Safe Haven. The servitude will include the area as shown on attached plans. No compensation is being exchanged in conjunction with this servitude, as the servitude is needed to provide the electrical services to Family Promise's site at Safe Haven.