

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6201

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: LORINO/BRISTER

PROVIDED BY: CIVIL DIVISION ADA

INTRODUCED BY: _____

SECONDED BY: _____

ON THE 11 DAY OF JULY , 2019

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 AREAS MORE FULLY DESCRIBED IN 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 on immovable property owned by Parish for the purpose of providing electrical services and separate building metering to the Safe Haven facilities in Mandeville, Louisiana; and

WHEREAS, Cleco Power, LLC is to provide the electrical line work for separate building metering at no charge to St. Tammany Parish Government; 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 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REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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 8 DAY OF AUGUST , 2019 ; AND BECOMES ORDINANCE COUNCIL SERIES NO ____.

MICHAEL R. LORINO, JR. , COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: JUNE 26 , 2019

Published Adoption: _____, 2019

Delivered to Parish President: _____, 2019 at _____

Returned to Council Clerk: _____, 2019 at _____

CLECO POWER LLC
SERVITUDE AGREEMENT

BE IT KNOWN, that GRANTOR(S), The Parish of St. Tammany, By: Patricia P. Brister, Parish President, of lawful age, whose mailing address is, 21490 Koop Drive, Mandeville, LA 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 and 43, 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. This servitude is subject to additional conditions and provisions in the attached Addendum to Servitude Agreement.

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 _____

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: Patricia P. Brister 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 _____ (Grantor(s)) to be the identical person(s) who executed the foregoing instrument as GRANTOR(S) and he/she witnessed _____ (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 _____ 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: _____ Clint Robichaux, 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 _____

ADDENDUM TO SERVITUDE AGREEMENT

**Between Cleco Power LLC and The Parish of St. Tammany
Section 43, Township 8 South, Range 12 East
St. Tammany Parish, Louisiana**

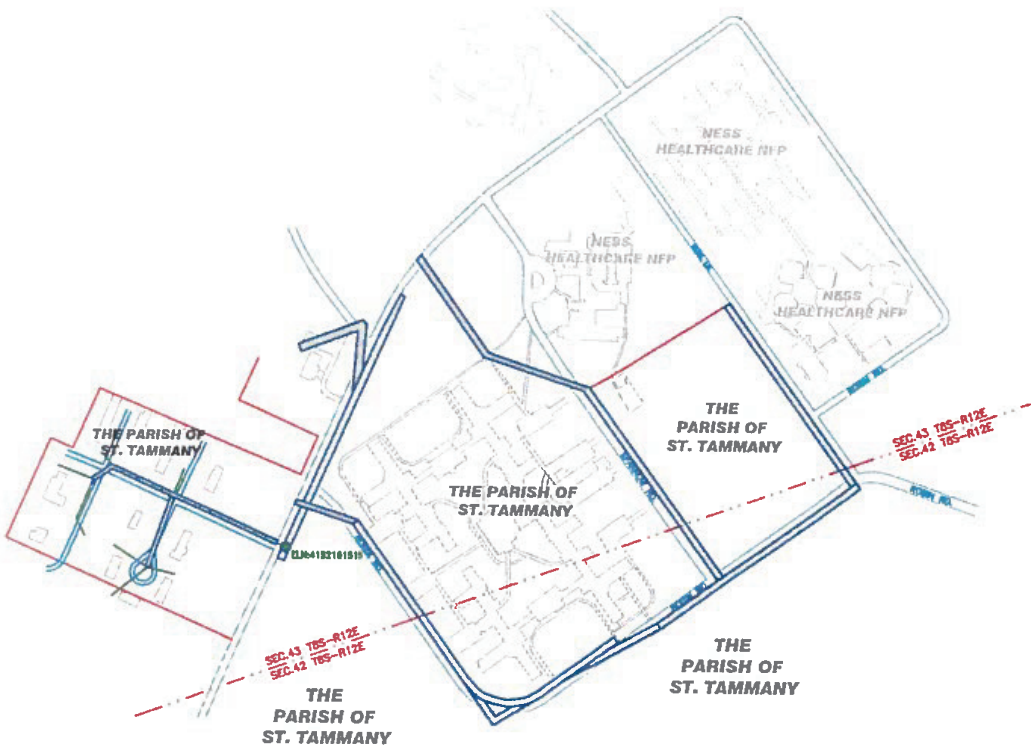
1. This servitude is non-exclusive such that GRANTOR reserves the right to grant other servitudes over the property so long as the same do not either interfere with GRANTEE'S operations or facilities or violate the NESC in GRANTEE'S reasonable judgment.
2. GRANTOR reserves the right to place driveways and use the servitude for parking provided it does not materially change the grade of the servitude.
3. GRANTOR reserves the right to fully use its property adjacent to the servitude with GRANTEE'S rights limited on adjacent property to trimming or cutting trees that may be tall enough to damage its lines by falling, and as provided in the following paragraph. This provision does not apply to underground servitudes.
4. GRANTOR shall not construct towers, antennae or similar structures adjacent to the servitude that may be tall enough to damage GRANTEE'S lines by falling. This provision does not apply to underground servitudes.
5. GRANTEE reserves the right to disconnect and/or remove portions or all of the old existing 2400V electrical distribution system, and shall not be responsible for maintaining GRANTOR'S electrical facilities beyond the Point of Service, as defined in Paragraph 5.1.20 Cleco's *Electric Service Standards*, revised October 2017.
6. A substantial consideration for this servitude is that the parties hereby agree that it voids and replaces that certain AGREEMENT TO PROVIDE ELECTRICAL SERVICES AND GRANT RIGHT OF WAY between GRANTEE and the State of Louisiana, Dept. of Health and Hospitals recorded on Nov. 3, 2004, under instrument no. 1462148 (the "Former Right of Way"). This servitude is contingent upon execution of similar replacement servitudes by all successors of the State of Louisiana, Dept. of Health and Hospitals to the Former Right of Way.


EXHIBIT "A"
SKETCH
(Not to Scale)



LEGEND:
N.T.S.

- NEW 30' OVERHEAD
ELECTRIC LINE R/W
(PARISH OF ST. TAMMANY)
- NEW 15' OVERHEAD
ELECTRIC LINE R/W
(PARISH OF ST. TAMMANY)



GUYING AS NEEDED		NEW ELECTRIC LINE RIGHT OF WAY ACROSS THE PROPERTY OF THE PARISH OF ST. TAMMANY		 Cleco Power LLC PINEVILLE, LOUISIANA
R/W WIDTH	R/W LENGTH	SECTION(S): 42 & 43	TOWNSHIP: 8S	
15'	6230'± OVERHEAD			RANGE: 12E
30'	1735'± OVERHEAD	WARD:	ST. TAMMANY PARISH, LOUISIANA	
		ELN: 4152161515	DWN. BY: C.E.S	DATE: 10/03/2018 REV DATE: 05/07/2019

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 AREAS 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 and to facilitate separate metering of the various Safe Haven facilities. The servitude will include overhead servitudes of thirty and fifteen feet, all as shown on attached plans. No compensation is being exchanged in conjunction with this servitude, as the servitude is needed to provide separately-metered electrical services to the Safe Haven facilities. The electrical line work to provide for separate metering shall be at Cleco's cost.