

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 5990 ORDINANCE COUNCIL SERIES NO: \_\_\_\_\_

COUNCIL SPONSOR: BLANCHARD/BRISTER PROVIDED BY: LEGAL DEPARTMENT

INTRODUCED BY: MR. STEFANCIK SECONDED BY: MR. SMITH

ON THE 7 DAY OF JUNE , 2018

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 over, under and upon immovable property owned by Parish for the purpose of providing above and below ground 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 to provide 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REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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 12 DAY OF JULY , 2018 ; AND BECOMES ORDINANCE COUNCIL SERIES NO \_\_\_\_\_.

\_\_\_\_\_  
S. MICHELE BLANCHARD, COUNCIL CHAIRMAN

ATTEST:

\_\_\_\_\_  
THERESA L. FORD, COUNCIL CLERK

\_\_\_\_\_  
PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: MAY 30 , 2018

Published Adoption: \_\_\_\_\_, 2018

Delivered to Parish President: \_\_\_\_\_, 2018 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_, 2018 at \_\_\_\_\_

CLECO POWER LLC  
SERVITUDE AGREEMENT

Recorded \_\_\_\_\_  
# \_\_\_\_\_  
COB \_\_\_\_\_ Pg. \_\_\_\_\_  
Project No. 03NBE00003-103  
Agent No. 3552

BE IT KNOWN, that GRANTOR(S), THE PARISH OF ST. TAMMANY  
BY: Patricia P. Brister, St. Tammany 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 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.

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: 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 PATRICIA P. BRISTER \_\_\_\_\_ (Grantor(s)) to be the identical person(s) who executed the foregoing instrument as GRANTOR(S) and he/she witnessed PATRICIA P. BRISTER \_\_\_\_\_ (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

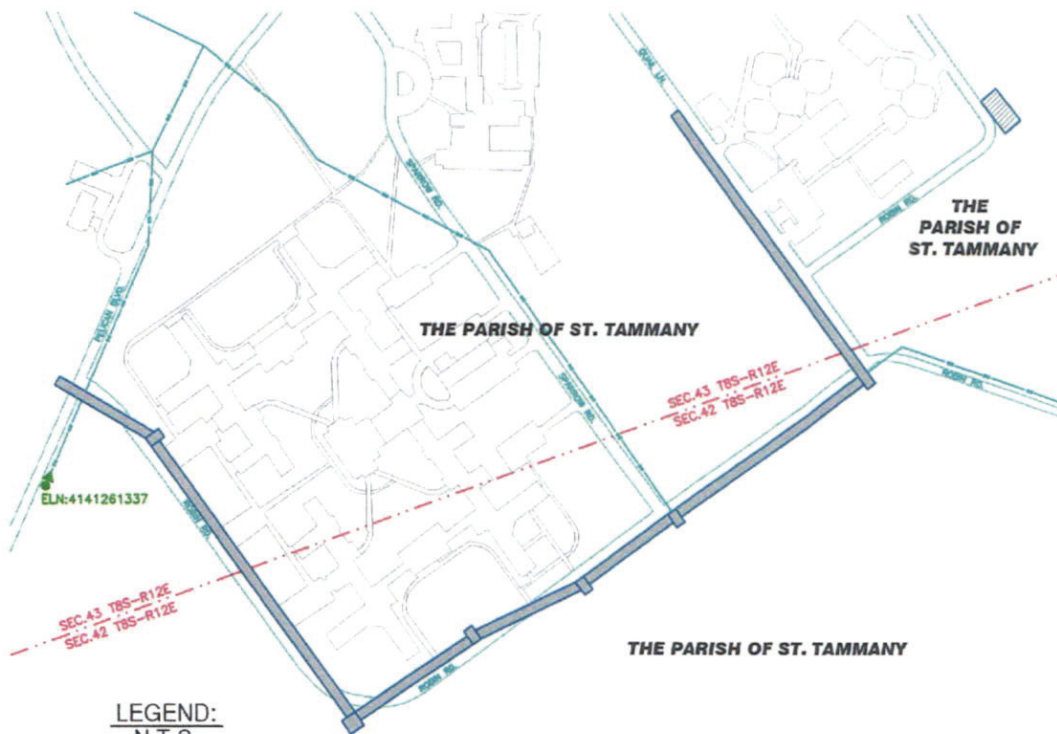
Signed: \_\_\_\_\_ BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Clint Robichaux, Manager of Right of Way and Real Estate  
T.I.N.: XX-XXX4480

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 \_\_\_\_\_

# EXHIBIT "A" SKETCH (Not to Scale)



**LEGEND:**  
N.T.S.

-  - NEW 50' OVERHEAD ELECTRIC LINE R/W
-  - NEW 25' OVERHEAD ELECTRIC LINE R/W
-  - NEW 25'x40' GUY SERVITUDE
-  - NEW 40'x40' GUY SERVITUDE

GUYING AS NEEDED		NEW ELECTRIC LINE RIGHT OF WAY ACROSS THE PROPERTY OF <b>THE PARISH OF ST. TAMMANY</b>		 Cleco Power LLC PINEVILLE, LOUISIANA	
R/W WIDTH	R/W LENGTH	SECTION(S): 42 & 43	TOWNSHIP: 8S	S-5267 RANGE: 12E	
50'	100'± OVERHEAD	WARD:		ST. TAMMANY PARISH, LOUISIANA	
25'	3348'± OVERHEAD	ELN: 4141261337	DWN. BY: C.E.S	DATE: 05/01/2018	
(1) 40' x 40'	GUY SERVITUDE				
(5) 25' x 40'	GUY SERVITUDE				

### **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 ON 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 servitudes of varied width from twenty-five to fifty feet and related guy servitudes of twenty-five by forty feet and forty by forty 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.