

FACT SHEET**CITY OF SHREVEPORT, LOUISIANA****TITLE**

A Resolution authorizing the mayor to execute a right of way and servitude agreement with CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas, for the construction and maintenance of a gas pipeline(s) on city property, and to otherwise provide with respect thereto.

DATE

September 30, 2024

ORIGINATING DEPARTMENT

Office of Engineering
Property Management Section

CITY COUNCIL DISTRICT

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SPONSOR**PURPOSE**

To authorize the Mayor's signature on a Right of Way and Servitude for Distribution Systems Agreement.

BACKGROUND INFORMATION

The purpose of this resolution is to empower the Mayor to sign, on behalf of the City of Shreveport ("City"), a right of way and servitude for distribution systems agreement with CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas, (Centerpoint). Centerpoint has requested that the City grant a right of way and servitude with which to place pipeline(s) for the transmission of gas on City-owned property located south of East 85th Street and just east of Interstate 49.

The property is located and identified in Exhibit "A".

TIMETABLE

Introduction: October 8, 2024

Final Passage: October 22, 2024

ATTACHMENTS

Exhibit "A" – Right of Way and Servitude for Distribution Systems Agreement

SPECIAL PROCEDURAL REQUIREMENTS**FINANCES**

\$6,387.34

SOURCE OF FUNDS

CenterPoint Energy Gas

ALTERNATIVES

(1) Adopt the Resolution as submitted, or (2) Amend the Resolution, or (3) Reject the Resolution.

RECOMMENDATION

It is recommended the City Council adopt the Resolution.

FACT SHEET PREPARED BY:

Malcolm Stadtlander,
Property Management Administrator

RESOLUTION NO. _____ OF 2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT OF WAY AND SERVITUDE AGREEMENT WITH CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY LOUISIANA GAS, FOR THE CONSTRUCTION AND MAINTENANCE OF A GAS PIPELINE(S) ON CITY PROPERTY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, Section 4.17 of the Charter of the City of Shreveport (“City”) contemplates the adoption of a resolution prior to the Mayor’s execution of any contract and/or agreement in which the City is a party and/or has and interest; and

WHEREAS, the City has been requested by CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY LOUISIANA GAS, a Delaware corporation to grant an unobstructed right of way and servitude as referenced in the Right of Way and Servitude for Distribution Systems agreement as shown on Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened, that it hereby authorizes the Mayor’s signature on the abovementioned Right of Way and Servitude for Distribution Systems agreement.

BE IT FURTHER RESOLVED that if any provision or item of this Resolution or the application thereof is held invalid, such invalidity shall not affect other, provisions, items or applications of this Resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this Resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions, ordinances, or parts thereof in conflict herewith are hereby repealed.

THUS, DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

**RIGHT OF WAY AND SERVITUDE
FOR DISTRIBUTION SYSTEMS**

THE STATE OF LOUISIANA

PARISH OF CADDO

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned, **CITY OF SHREVEPORT, a Louisiana municipal corporation, domiciled in Caddo Parish, Louisiana, whose mailing address is 505 Travis Street, Suite 300, Shreveport, LA 71101, and represented herein by its Mayor, the Tom Arceneaux, duly authorized,** (herein called "Grantor", whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor does hereby GRANT, SELL AND CONVEY unto **CenterPoint Energy Resources Corp., d/b/a of CenterPoint Energy Louisiana Gas** (herein called "Grantee"), its successors and assigns, an unobstructed right of way and servitude to construct, lay, install, maintain, operate, inspect, repair, alter, replace, change the size of, remove and relocate gas pipelines (whether one or more) and appurtenances thereto (including, but not limited to, service lines) under, across, upon, along and through the property owned by Grantor in full ownership, situated in Caddo Parish, Louisiana, which property is more fully described as follows:

A certain parcel of land situated in the Northeast Quarter of Section 36, Township 17 north, Range 14 West, Caddo Parish Louisiana.

Grantor does hereby Grant unto Grantee a 25' Permanent Utility Servitude approximately one hundred seventy-two feet (172') in length as depicted on the attached Exhibit "A". Grantor also does also hereby Grant unto Grantee a 25' Temporary Workspace as depicted on the attached

Exhibit "A", being on, over, through, across and along the property owned by Grantor in full ownership in Caddo Parish, Louisiana.

The area within the property hereinabove described to be affected by this right-of-way and servitude is depicted on the survey attached hereto as Exhibit "A", said right of way and servitude being out of and part of a tract of land described in a Cash Sale Deed, dated July 12, 1977 from Barbara Cannon Mitchell, et al, and being recorded in Instrument number 723716, of the Conveyance Records of Caddo Parish, Louisiana, to which reference is here made for further description.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, until said right of way and servitude is released by recordable instrument executed by Grantee, its successors or assigns, with ingress to and egress from the premises, for the purpose of constructing, laying, installing, maintaining, operating, inspecting, repairing, altering, replacing, changing the size of and relocating the gas pipelines and appurtenances of Grantee described above and removal of such at will, in whole or in part.

The rights and obligations granted and assumed hereunder shall inure to the benefit of and be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas
City of Shreveport

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

EXECUTED this _____ day of _____, 2024, in the presence of the undersigned witnesses.

WITNESSES:

GRANTOR:

CITY OF SHREVEPORT

Printed: _____

By: Tom Arceneaux, Mayor

Printed: _____

DIRECT ACKNOWLEDGEMENT

STATE OF LOUISIANA
PARISH OF CADDO

Before me, the undersigned authority, personally came and appeared **Tom Arceneaux**, Mayor, City of Shreveport, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity of therein stated.

My Commission expires: _____

NOTARY PUBLIC