

Drawing(s) showing details of proposed pipeline/facility including exact location must accompany the right of way encroachment permit application.



## Cleco Power LLC

# Waterline Right of Way Encroachment Permit

**This permit shall be available on site at time of construction.**

Whereas \_\_\_\_\_,  
(Print or type exact name of owner or lessee of the proposed pipeline/facility)

hereinafter referred to as **applicant**, requests permission to encroach upon and utilize a portion of the waterline right of way currently belonging to and occupied by Cleco Power LLC. Said encroachment to be located in the

Parish of \_\_\_\_\_, State of Louisiana, Section(s) \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

Lat: \_\_\_\_\_ Long: \_\_\_\_\_

for the installation, operation and maintenance of the following described project (use additional sheets as necessary):

**Please read all provisions prior to signing this permit.  
Failure to conform to the provisions of this permit will result in Cleco revoking said permit.  
By signing this permit, the applicant confirms that he/she has read and fully understands and agrees to all terms set forth hereto.**

(This portion to be completed by Cleco)

(This portion to be completed by applicant)

**Approved:**

**Cleco Power LLC**

*Permit must be signed by an authorized representative of the owner or lessee of the proposed pipeline/facility. Contractor may **NOT** acquire permit.*

\_\_\_\_\_  
Manager, Right of Way & Real Estate

\_\_\_\_\_  
(Signed – Owner) Date: \_\_\_\_\_

Permit is subject to the following conditions:

\_\_\_\_\_  
(Printed or Typed - Name of Person Signing Permit)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Street or P.O. Box)

**Applicant must notify Cleco Power LLC**

\_\_\_\_\_  
(City or Town) (State) (Zip Code)

**at phone number:** \_\_\_\_\_

\_\_\_\_\_  
(Telephone Number)

**72 hours prior to beginning work and after completion.**

\_\_\_\_\_  
(E-mail Address – optional)

Issue Date: \_\_\_\_\_

This permission is granted to applicant, its successors and/or assigns, subject to the following conditions:

(1) Applicant agrees to acquire a servitude/right of way from the individual landowner(s) upon whose property the pipeline/facility will be constructed, independent of the permission granted hereunder by Cleco, prior to the commencement of construction of the pipeline/facility.

(2) A depth of ten (10) feet beneath Cleco's waterline to the top of applicant's pipeline/facility must be maintained to protect said water pipeline from any damage resulting from the installation or any activities now or in the future involving the pipeline/facility. The water pipeline runs at varying depths below the surface. Therefore, applicant shall determine the actual depth of the water pipeline prior to starting work. Any interruption in the water supply to Cleco's power plant, including damage to the water pipeline itself, can impact and/or interrupt operation of the plant and as such, the pipeline/facility shall meet or exceed the requirements of Louisiana Law applicable to such water pipeline crossings.

(3) No additional pipelines/facilities or appurtenances may be constructed or located within the existing Cleco servitude/right of way without prior written approval from Cleco.

(4) Applicant shall be liable to and shall reimburse Cleco for any damages that may be caused by applicant and its designated contractor(s), excluding all other third parties, to Cleco facilities by the construction, installation, operation and/or maintenance of the pipeline/facility and appurtenances.

(5) The construction area within the Cleco servitude/right of way shall be restored to as near its original condition as reasonably possible at the completion of the construction project. Cleco shall be notified, in writing, upon the completion of the servitude/right of way restoration.

(6) Applicant and/or its contractors shall strictly conform with all OSHA regulations and guidelines as applicable to this situation.

(7) Cleco shall not be responsible for damages to property or injuries to persons which may arise out of the construction project or the presence of any persons or equipment on or upon the Cleco servitude/right of way at any time prior to, during or upon completion of the construction project, or for any use and/or occupation thereof by applicant, or for damages to the property or injuries to any employees, contractors or agents of applicant or any third party who may be on the Cleco servitude/right of way at applicant's invitation or performing any work or services therefor. That applicant agree to assume all risks of loss or damage to property and injury or death to any persons who may be on or upon the Cleco servitude/right of way prior to, during and upon completion of the construction project for the purpose of performing any activities/work or services for or on behalf of applicant, its employees, agents or contractors. That applicant expressly waive all claims against Cleco for any such loss, damage, personal injury or death to its employees, agents, contractors or other persons which may occur prior to, during or upon completion of the construction project or while performing any maintenance or repairs to the pipeline/facility constructed on the Cleco servitude/right of way upon its completion and placement into service. That applicant agree to indemnify, save, hold harmless, and defend Cleco, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees (including all reasonable costs of litigation) which may be made by any of its employees, agents or contractors (or any third person) arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of the construction project or any repairs or maintenance thereto upon its completion, whether or not said property damages, personal injuries or death may have resulted from the sole or joint negligence of Cleco, its successors or assigns.

(8) Applicant agrees that as a consideration for the permission granted herein by Cleco to construct and maintain a pipeline/facility within Cleco's servitude/right of way, its assigns and any successor business entities shall continuously be insured under a policy of commercial liability insurance for an amount not less than One (1) Million Dollars; and it will name Cleco as an additional insured for the obligations assumed by applicant herein, including specifically the indemnity obligations of applicant contained in paragraph (7), under the provisions of said insurance policies procured by it and providing coverage for the construction project and, upon its completion, the pipeline/facility placed on or upon the Cleco servitude/right of way. Applicant shall furnish to Cleco, from time to time, certificates of insurance evidencing the coverages required hereunder.

(9) Applicant shall notify Cleco prior to the commencement of any construction activities or any potential problems which may arise during the construction project or which applicant believes may result from the installation, operation and/or maintenance of the pipeline/facility.

(10) In the event applicant is required to cross over Cleco's water pipeline during the construction process or any time in the future, air matting must be used to bridge all access across Cleco's water pipeline. This applies especially when carrying heavy loads over and across Cleco's water pipeline.

(11) Cleco reserves the right to revoke this agreement should applicant's activities constitute an immediate threat to Cleco's facilities.

(12) Applicant shall contact Cleco upon completion of the pipeline/facility construction and shall send a copy of an as-built facilities plat to the Right of Way & Real Estate Department, Post Office Box 5000, Pineville, Louisiana, 71361-5000.

(13) The consent herein given by Cleco is not intended to nor shall be construed as a grant or assignment of Cleco's servitude/right of way, but only as permission to use part of its servitude/right of way located within the heretofore mentioned areas.

*Mail this completed application along with detailed plans to:*

Violet Parker  
Right of Way & Real Estate  
**Cleco Power LLC**  
P.O. Box 5000  
Pineville, LA 71361-5000

*Please allow 10-30 days for processing of this application.*