

The following Ordinance was offered by Frances Womack, who moved its adoption:

ORDINANCE NO. 98-2

12-102

AN ORDINANCE

Granting to Entergy Louisiana, Inc. its successors and assigns, a franchise, right, and privilege, for a period of twenty-five (25) years from the date of adoption hereof, to distribute, deliver, sell and supply, in such a manner as it chooses, electric service throughout the Town of Chatham, Louisiana, and to the inhabitants thereof, or to any person, firm, or corporation, the right to acquire, construct, operate, and maintain such plants, structures, transmission lines, distribution systems, cables, fibers, facilities, and equipment as may be useful or necessary for the generation, production, transportation, distribution, delivery and/or sale of electric service throughout the Town of Chatham, Louisiana; and the right to erect, operate, and maintain poles, masts, supports, wires, cables, fibers, transmission lines, conduits, conductors, substations, distribution systems, and any and all other appliances useful or necessary in connection with the sale, transportation, delivery and/or distribution of electric service on, over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys and public places of the Town of Chatham, Louisiana and the right to repair, replace or remove same or any portion thereof, and the right to connect any such facilities to any other such facilities for the purpose of selling, transporting and/or distributing electric service into through, or beyond the boundaries of the Town of Chatham, Louisiana.

SECTION 1: Be it ordained by the Mayor and Board of Aldermen of the Town of Chatham, Louisiana in the regular session duly convened, that the Town of Chatham, Louisiana, grants and there is hereby granted to Entergy Louisiana, Inc. its successors and assigns, hereinafter called "Company", in addition to the rights and privileges presently enjoyed by the Company, a franchise, right, and privilege from the date of adoption hereof, to distribute, deliver, sell and supply electric service throughout the Town of Chatham, Louisiana and to the inhabitants thereof, or to any person, firm, or corporation, in such manner and from such sources as the said Company chooses; the right to acquire,

construct, operate, and maintain such plants, structures, transmission lines, distribution systems, cables, fibers, facilities, and equipment as may be useful or necessary for the generation, production, transportation, distribution, delivery and/or sale of electric power and energy throughout the Town of Chatham, Louisiana; and the right to erect, operate, and maintain poles, masts, supports, wires, cables, fibers, transmission lines, conduits, conductors, substations, distribution systems, and any and all other appliances useful or necessary in connection with the sale, transportation, delivery and/or distribution of electric service on, over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys and public places of the Town of Chatham, Louisiana and the right to repair, replace or remove same or any portion thereof, and the right to connect any such facilities to any other such facilities for the purpose of selling, transporting and/or distributing electric service into, through, or beyond the boundaries of the Town of Chatham, Louisiana.

SECTION 2: Be it further ordained that this Franchise is granted upon and subject to the following provisions:

1. In maintaining its properties, the Company shall not unnecessarily or unreasonably damage, impair or obstruct the streets, roads, highways, alleys, sidewalks, and public grounds, and the Company shall at its own expense, without unreasonable delay, make all necessary repairs to remedy any damage or remove any obstruction caused by its operations hereunder.

2. The Company shall use reasonable precautions to avoid damage or injury to persons or property, and shall hold and save harmless the Town of Chatham, Louisiana from all damages, losses, and/or expense caused by the negligence of the Company, its agents or employees, while exercising any of the rights and privileges herein granted.

SECTION 3: Be it further ordained that the grantor shall make, adopt and enforce all ordinances necessary to protect the property and property rights of the Company owned and operated under this Franchise, and that the grantor will not in any way interfere with the full legal use by the

Company of the property which it now maintains or may hereafter maintain in the Town of Chatham , Louisiana.

SECTION 4: Be it further ordained that this Ordinance, the public health and welfare and the public necessity requiring it, shall take effect from and after its adoption.

SECTION 5: Be it further ordained that this Franchise shall be for a term of twenty-five (25) years from date hereof, and upon exercise by the Company of any of the privileges granted hereunder, this Franchise shall be irrevocable.

WHEREUPON, in open session said Ordinance was read and considered section by section and as a whole.

Ms. Sue Ann Proffer seconded the motion to adopt the Ordinance.

The Mayor then ordered a vote of the yeas and nays on its final passage, and upon roll call such votes were as follows:

For the Adoption of the Ordinance:

YEAS:

Frances Womack
Larry Mack
Sue Ann Proffer

Against the adoption of the Ordinance:

NAYS:

Present but not voting:

ABSTAINED:

Shirley Henderson _____

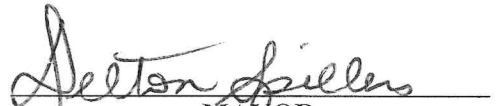
Not present:

ABSENT:

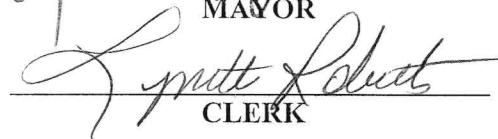
Marvin Davis _____

Whereupon the Mayor declared such legally passed and adopted on this the, 14th day of July, 1998.

Approved:



 MAYOR



 CLERK

I, Lynette Roberts, certify that the foregoing is a true and correct copy of the original Ordinance adopted by the Mayor and _____ Board of Aldermen of the _____ Town of Chatham, Louisiana, at a lawful meeting held on the 14th day of July, 1998 with a quorum present, and that the same is now in full force and effect.



 Recorder Clerk

Chatham _____, Louisiana

Town of Chatham
Municipal 2% Contract

- (a) this contract is wholly and entirely conditioned upon the approval of the Treasury Department of the United States of America, the Department of Revenue of the State of Louisiana, and the Louisiana Public Service Commission of the right of the Company to deduct from its gross revenues and charge as an operating expense any and all amounts which it may pay to the Municipality pursuant hereto, and in the event of failure to obtain the approval of any such authority for such purpose, the Company shall have the right to cancel this Contract upon thirty (30) days' notice; it being understood that in the event of the cancellation by the Company upon the grounds set out in this paragraph, the Company shall not be entitled to any refund of any monies theretofore paid to the Municipality pursuant hereto.
- (b) should the Municipality levy any new taxes, of any nature whatsoever, subsequent to the date of this Contract, or increase the rates of any taxes in existence on the date of this Contract (except uniform ad valorem taxes now authorized by Article VII, Part II, Section 18 of the 1974 Constitution of the State of Louisiana), then the payments herein provided to be made by the Company to the Municipality will be reduced in an amount equal to the sum of such new and increased taxes, if any.

IN TESTIMONY WHEREOF the said parties hereto have subscribed their names, in the presence of the undersigned attesting witnesses, and have executed this instrument in several counterparts, each of which shall have the full force and effect of an original instrument, this 14th day of July, 1998, in the Town of Chatham, Parish of Jackson, State of Louisiana.

WITNESSES

Lynette Roberts
Mary Simons

TOWN OF CHATHAM
By Delton Spillers
Mayor

ENTERGY LOUISIANA, INC.
By [Signature]
Vice President