

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CADDO

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TEMPORARY CONSTRUCTION SERVITUDE

BE IT KNOWN, that this day before me, the undersigned authority, a Notary Public in and for said Parish, duly commissioned and sworn, came and appeared, the **CITY OF SHREVEPORT (Grantor)**, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Louisiana, record owner of the property hereinafter described, who declared that they do by these presents, Grant, Bargain, Convey, Transfer and Deliver unto the **OVERTON BROOKS VA MEDICAL CENTER (Agency)**, an agency with the Department of Veterans Affairs organized and existing under and by virtue of the Constitution of the United States, a Temporary Construction Servitude and Right of Entry to authorized personnel of the Agency and/or its contractors for the purpose of constructing the expanded potable water storage project on the following described property, to-wit:

(AS SHOWN ON THE ATTACHED Exhibit “A”)

IT IS UNDERSTOOD and agreed that the Agency, or its agents, will conduct the project in a prudent manner causing the least possible inconvenience to the grantor, and consistent with standard construction practices, and said servitude will end upon completion of the construction and acceptance by the City of Shreveport or for a term not to exceed three (3) years commencing upon the date a Notice to Proceed is issued to the Agency’s contractor for construction of the project for which the servitude is required. It is further understood and agreed to by the Agency that they shall be responsible to pay for any damages to the property, fences or buildings of the Grantor as a result of the exercise of the rights herein granted, the applicable law for

any legal disputes or damages which are not mutually agreed upon arising out of this agreement shall be the law of (and all actions hereunder shall be brought in) the State of Louisiana and venue for such disputes shall be in the First Judicial District Court, Shreveport, Louisiana.

The Agency agrees that the Grantor will not be responsible for, nor shall he be held liable to the Agency or any of the Agency's employees, contractors, sub-contractors, visitors, or any member of the public for any injury or damage to any person or property occasioned or caused in any manner as a result of the use of or the conditions of the premises subject to the right-of-way. The Agency further agrees to defend, indemnify, and hold the Grantor harmless from any and all actions, demands, claims, damages, or causes of action for personal injury and/or property damage which may be asserted by a person, firm, or corporation arising out of the use or condition of property subject to the servitude.

The Agency shall also provide the Grantor with evidence of insurance that shall remain in effect from execution of the agreement throughout the duration of said agreement. The amounts, types, and endorsements, as required by this agreement, are attached in Exhibit "B" of this agreement.

("Signature on the following page")

THUS DONE AND PASSED in Shreveport on the ____ day of _____, **2023**, in the presence of _____ and _____, competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

GRANTOR:

City of Shreveport

By: Tom Arceneaux, Mayor

NOTARY PUBLIC
Malcolm F. Stadtlander
Notary ID# 5719
Caddo Parish, Louisiana
My Commission is for Life

THUS DONE AND PASSED in by the grantee before me, Notary and the undersigned witnesses, on this ____ day of _____, **2023**.

WITNESSES:

GRANTEE:

Overton Brooks VA Medical Center

BY:

NOTARY PUBLIC

EXHIBIT "A"

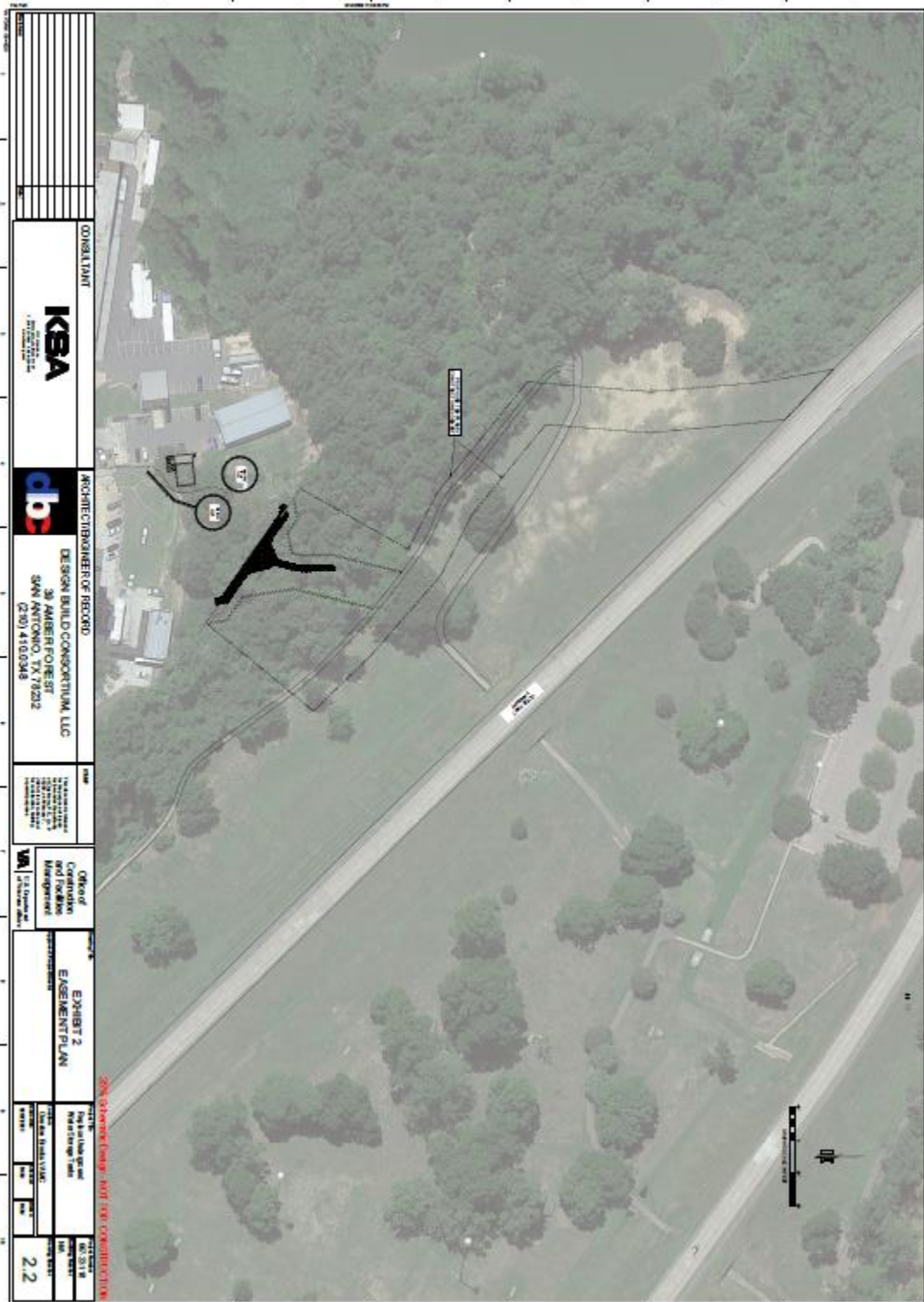


Exhibit "A" continued

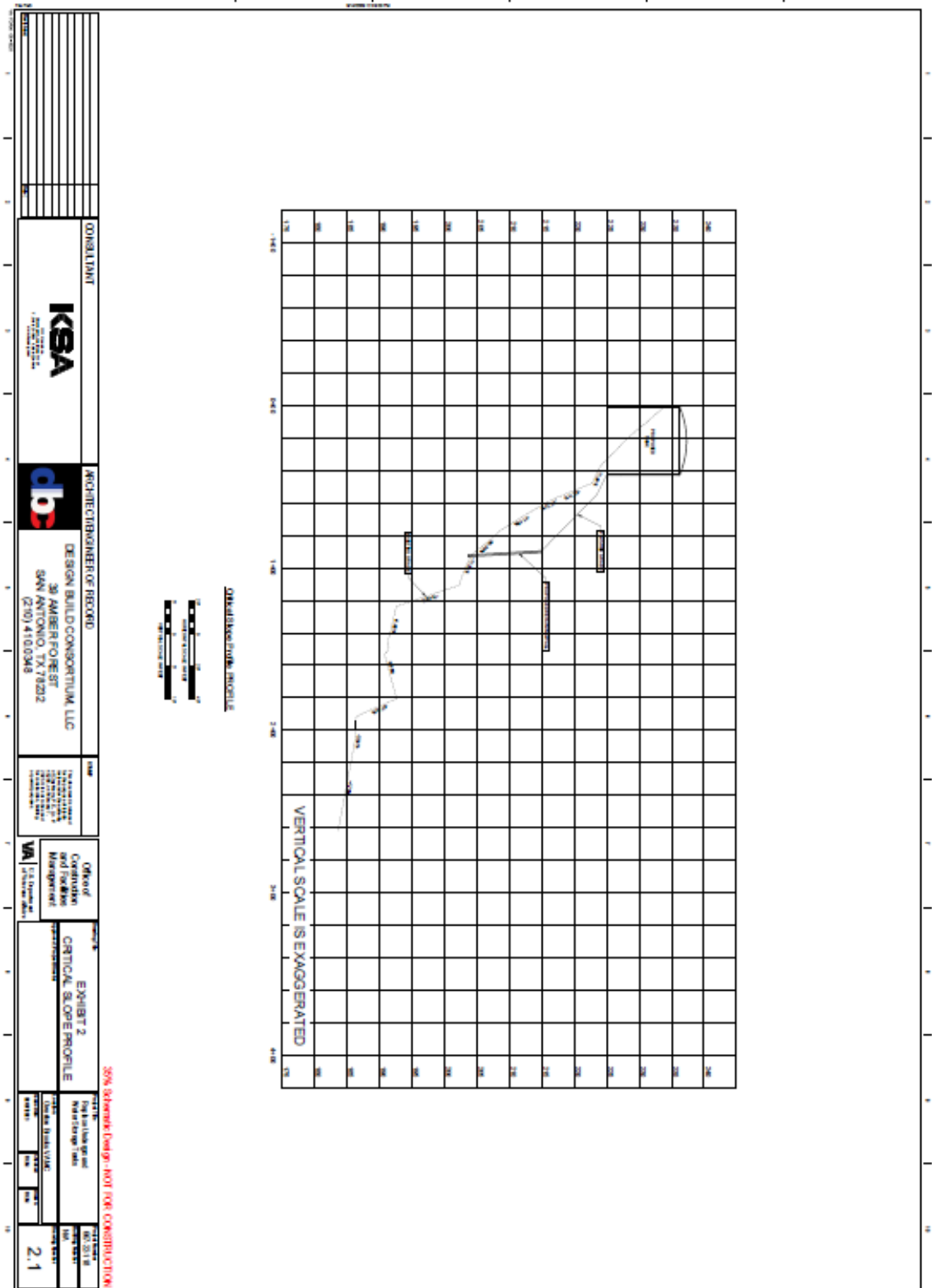


Exhibit "B"

INSURANCE REQUIREMENTS:

For the agreement to be executed by the grantor (City of Shreveport), the Agency must submit a City-Approved Certificate of Liability Insurance naming the City of Shreveport as the additional insured. The Certificate must have the City of Shreveport as the certificate holder. **The Insured must match the name of the Agency.** The coverage period on the policy must coincide with the duration of the servitude. Agency's insurance is to be written by companies licensed to do business in the State of Louisiana at the time the policies are issued and should be written by companies with A.M. Best ratings of B+VII or better. The Applicant will, at his/her own expense, provide and maintain certain insurance in full force and effect at all times during the term of the agreement. Such insurance, at a minimum, must include the following coverage's and limits of liability.

a) **Commercial General Liability Insurance (CGL)** in the amount not less than a combined single amount (each occurrence) of \$1,000,000 (One Million) and a general aggregate of \$2,000,000 (Two Million). The policy should be endorsed to name the City and the property owner as additional insured. The policy should contain the following endorsements in favor of the Owner:

- 1. Waiver of Subrogation Endorsement**
- 2. Thirty (30) day notice of Cancellation Endorsement**
- 3. Additional Insured Endorsement Naming City of Shreveport**

b) **Worker's Compensation Insurance** as required by laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of \$1,000,000 (one million). The policy should contain the following endorsements in favor of the Owner: **a. Waiver of Subrogation Endorsement**

- 1. Thirty (30) day notice of Cancellation Endorsement**
- 2. Additional Insured Endorsement Naming City of Shreveport**

c) **Business Automobile Liability Coverage** will protect against all claims for bodily injury or property damage, covering all owned, non-owned, and hired vehicles used in connection with the work including loading and unloading with minimum limits of \$100,000 (One Hundred Thousand) per person and \$500,000 (Five Hundred Thousand) per accident. The policy should contain the following endorsements in favor of the Owner:

- 1. Waiver of Subrogation Endorsement**
- 2. Thirty (30) day notice of Cancellation Endorsement**
- 3. Additional Insured Endorsement Naming City of Shreveport**