

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CADDO

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### PERMANENT SERVITUDE

**BE IT KNOWN**, that this day before me, the undersigned authority, a Notary Public in and for Caddo Parish, Louisiana, personally 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, its successors and assigns, the right to build, maintain, inspect, repair, alter and install a retaining wall, rip rap, and other materials to expand the potable water storage tanks at Agency's facility on, over, though, upon, across and under the following described property in the Parish of Caddo, State of Louisiana, to-wit:

Exhibit "A"

Be it further provided that the authorized personnel of the Agency and/or its contractors shall have the right of ingress and egress to the above described property at any time for the purpose of making repairs, alterations, and tests necessary in connection with the operation of this servitude.

**Agency** agrees to be responsible for the restoration of all excavations or alterations necessary in the prosecution of this work and to replace the ground surface, as far as is practicable, to its original condition.

**Agency** hereby agrees and obligates itself to pay any damages which may occur to property, fences or buildings of said 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.

**Agency** agrees to defend, indemnify and hold harmless grantor, its affiliate corporations, representatives, successors and assigns from and against any and all liabilities, losses, damages, suits, expenses, costs and judgments that may be claimed, brought or had against Grantor, its affiliate corporations, representatives, successors and assigns for any injury or death to any person or persons, or any damage to any real or personal property, resulting from or arising out of the operations and activities of the Grantee, its agents, employees or independent contractors upon the premises herein described.

**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.

**TO HAVE AND TO HOLD** said servitude unto the said Agency, its successors and assigns until said servitude to be exercised and so long thereafter as the same shall be useful for the above named purposes. This document is executed by both parties under the specified condition that at some point in the future, this servitude may be replaced by a revised servitude such as to accommodate future development more effectively and to the satisfaction of both parties.

**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. Stadlander**  
Notary ID# 5719  
Caddo Parish, Louisiana  
My Commission is for Life

**(signature page continued on next page)**

**THUS DONE AND PASSED** in by Grantee before me, Notary and the undersigned witnesses, on this \_\_\_\_ day of \_\_\_\_\_, **2023**.

**WITNESSES:**

**Agency:**  
**Overton Brooks VA Medical Center**

\_\_\_\_\_

\_\_\_\_\_

**BY:**

\_\_\_\_\_

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

**EXHIBIT "A"**

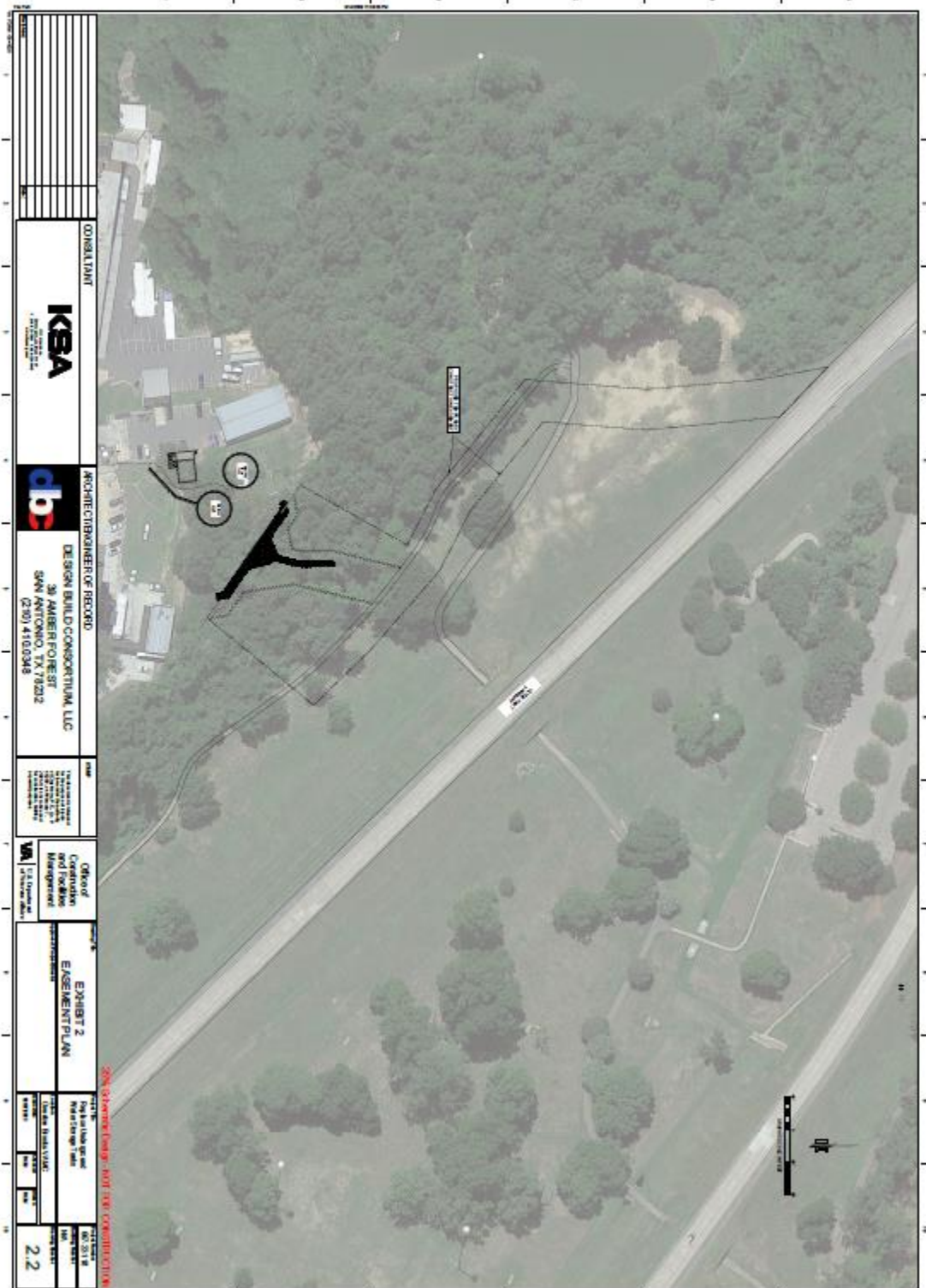
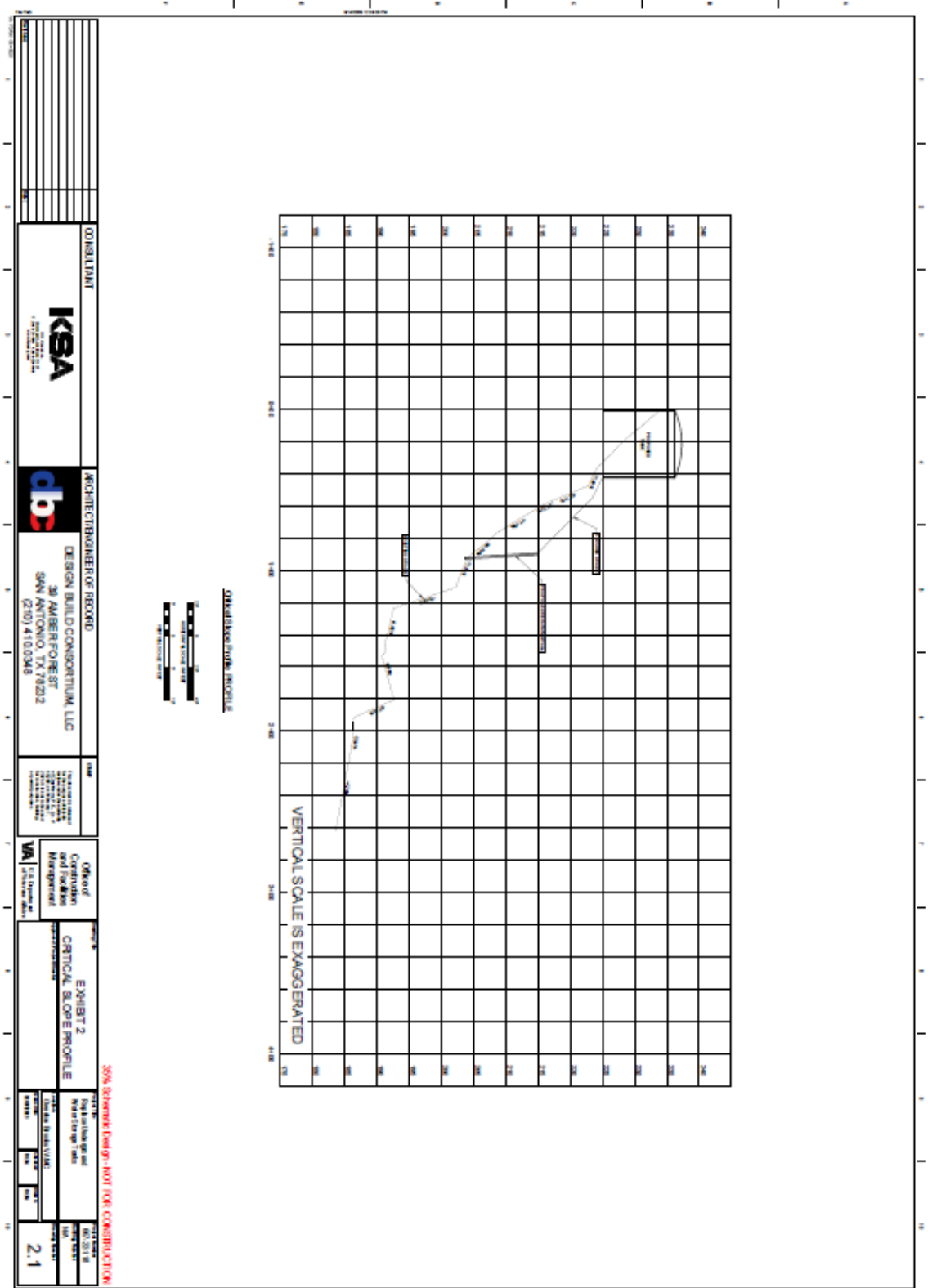


Exhibit “A” continued



## 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**