OBVA Comment on 11/2025: First Draft Servitude. Pending resubmission. Contractor to comply.

UNITED STATES OF AMERICA §
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STATE OF LOUISIANA §
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PARISH OF CADDO §

PERMANENT SURFACE AND SUBSURFACE SERVITUDE

BE IT KNOWN THAT, this Surface and Subsurface Servitude ("Servitude") is made and entered into by and between **CITY OF SHREVEPORT**, 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, (hereinafter "Grantor"), and **OVERTON BROOKS VA MEDICAL CENTER,** an agency with the Department of Veterans Affairs organized and existing under and by virtue of the Constitution of the United States **(hereinafter "Grantee" or "Agency")**, wherein GRANTOR, for consideration, receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Convey, Transfer and Deliver unto GRANTEE, its affiliates, its and their respective successors, assigns and licensees, a permanent servitude 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 adjacent property owned by Grantor, located in the Parish of Caddo, State of Louisiana, and delineated on Exhibit A

WITNESSETH:

WHEREAS, Grantor is the owner of that land delineated on Exhibit A and the adjacent roadway located in Caddo Parish, Louisiana, known as "Stoner Avenue" (together known hereinafter as the "Servitude Area");

WHEREAS Agency desires to obtain from Grantor a surface and subsurface servitude covering the Access Area, 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 adjacent property owned by Grantor, located in the Parish of Caddo, State of Louisiana, and delineated on Exhibit A;

WHEREAS, the construction, maintenance and use of the Water Storage Tanks require the utilization and occupation of certain portions of Stoner Avenue as more particularly described in Exhibit A (the "Servitude Area");

WHEREAS, the City of Shreveport has authorized the grant of the aforesaid servitude by Resolution No. _____, effective _____, 20__; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Incorporation of Recitals. The above Recitals are incorporated hereby by reference and made a part hereof.

2. Grant of Servitude.
   a. This Servitude is executed by Grantor for the purpose of creating in Grantee and its respective successors and assign, the right to use the Servitude Area for all purposes incident to the constructing, reconstructing, repairing, maintaining and utilizing the Water Storage Tanks proposed to be located in the Servitude Area and to use the Servitude for all lawful purposes
   b. Grantee 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.
   c. The Grantor and Grantee acknowledge that the Servitude Area is an approximate location contemplated by the parties and that the actual location of the Potable Water Storage Tank Area may be adjusted as reasonably required by the Grantee to account for conditions and obstructions that may be encountered during construction.

3. Use. The Grantee, its successors and assigns shall have the right to use the Servitude Area for the purpose of constructing, reconstructing, repairing, maintaining and utilizing the Water Storage Tanks proposed to be located in the Servitude Area for all lawful purposes.

4. Construction and Maintenance. Grantee, in connection with the Servitude Area, shall protect Stoner Avenue adjacent to the Servitude Area from damage during the construction, maintenance or use of the Water Storage Tanks. The Grantee covenants and agrees that it shall obtain and keep in full force and effect all permits required under the Code of the Parish of Caddo and other applicable law relating to the construction, maintenance and use of the Water Storage Tanks. Such construction, maintenance and use shall be conducted so as to avoid interference or interruption of the functioning of Stoner Avenue as far as is practicable.

   The Grantee bear the full cost and expense of the repair of any street, pavement and curb damage, repair or replacement of sewer, water lines and other surface and subsurface structures of the Grantor which may be in any way disturbed or damaged by reason of the construction, maintenance, use or operation of the Water Storage Tanks to be located in the Servitude Area.

In the event that the Grantee fails to comply with the provision of this Paragraph 4, the Grantor shall attempt to notify the Grantee in writing of such failure, provided, however, the lack of notice by the Grantor shall not relieve the Grantee of its responsibilities hereunder. Upon notice from the Grantor, Grantee shall have thirty (30) days to commence repairing any street, pavement and curb damage, repair or replacement of sewer, water lines and other surface and subsurface structures of the Grantor damaged by the construction, maintenance, use or operation of the Water Storage Tanks. Further, in the event that immediate action is necessary to correct any failure of the Grantee under this Paragraph, the Grantor shall have the right to correct any damage to any street, pavement, curb, sewer or water line or sub-surface structure of the Grantor which the Grantee has failed to perform immediately and to charge the Grantee the reasonable costs of same.

5. Term. This grant of this Servitude shall commence on the date hereof and shall continue so long as **OVERTON BROOKS VA MEDICAL CENTER** exists as a public site which is owned by the United States of America.

6. Indemnity. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act, 28 U.S.C. 2671, et seq.

7. Compliance with Other Laws. The Grantee shall fully obey and comply with all laws, ordinances, resolutions and administrative regulations which are or shall become applicable to the construction, maintenance and use of the Water Storage Tanks to be located within the Servitude Area.

8. Heirs, Successors and Assigns. The mention in this Agreement of any of the parties hereto by name or otherwise, shall be deemed to include its heirs, successors and assigns, unless otherwise inconsistent with the terms and provisions thereof.

9. Integration: No Oral Modification. This Servitude contains the entire agreement of the parties respecting the matters set forth herein. This Servitude may not be modified, discharged or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties hereto.

10. Force Majeure. The period of time within which the Grantee is required to perform any act hereunder, shall be extended by the additional period but not exceeding two (2) years, by which such act is delayed by reason of fire or other unavoidable casualty, national emergency, laws, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, defaults by subcontractors or suppliers, acts of God, or other similar causes beyond such party's control. Notwithstanding the foregoing, the Grantor shall have the right to correct any damage to any street, pavement, curb, sewer or water line and other surface or sub-surface structure of the Township which the Cemetery Owner is unable to perform by reason of the delay and to charge the Cemetery Owner the reasonable costs of the same.

11. Applicable Law. This Servitude and all of the terms and provisions hereof shall be governed by the laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Louisiana, without regard to conflicts of law principles. If any provisions, or portions thereof, of this Servitude or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Servitude or the application of such provisions or portions thereof, to any other person or circumstance, shall not be affected thereby, and each provision of this Servitude shall be valid and enforceable to the fullest extent permitted by Law.

12. Recording. Grantee shall record this Servitude in the Caddo Parish Recorder's Office, Louisiana.

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_____, **2024**, 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

THUS DONE AND PASSED in by Grantee before me, Notary and the undersigned witnesses, on this ____ day of _____, **2024**.

WITNESSES:

_____

_____

_____
NOTARY PUBLIC

Agency:
Overton Brooks VA Medical Center

BY:_____

EXHIBIT "A"

Exhibit "A" continued

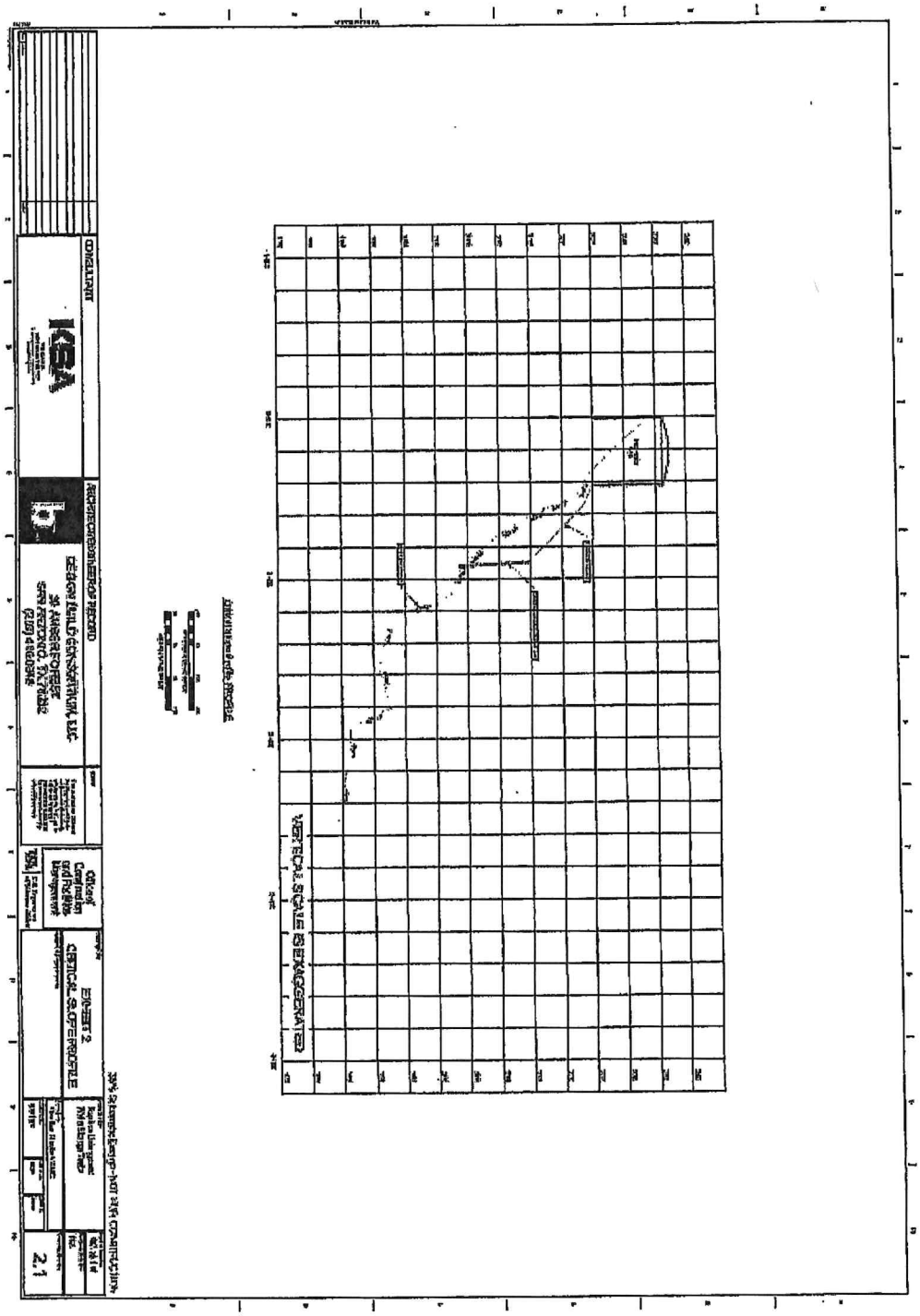

Exhibit "B"

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

UNITED STATES OF AMERICA §
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STATE OF VERMONT §
§
§
COUNTY OF _____§

TEMPORARY SURFACE AND SUBSURFACE SERVITUDE

BE IT KNOWN THAT, this Surface and Subsurface Servitude ("Servitude") is made and entered into by and between **CITY OF SHREVEPORT**, 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, (hereinafter "Grantor"), and **OVERTON BROOKS VA MEDICAL CENTER,** an agency with the Department of Veterans Affairs organized and existing under and by virtue of the Constitution of the United States **(hereinafter "Grantee" or "Agency")**, wherein GRANTOR, for consideration, receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Convey, Transfer and Deliver unto GRANTEE, its affiliates, its and their respective successors, assigns and licensees, a temporary servitude 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 adjacent property owned by Grantor, located in the Parish of Caddo, State of Louisiana, and delineated on Exhibit A.

WITNESSETH:

WHEREAS, Grantor is the owner of that land delineated on Exhibit A and the adjacent roadways located in Caddo Parish, Louisiana, known as "Stoner Avenue" and "Clyde Fant Parkway" (together known hereinafter as the "Servitude Area");

WHEREAS Agency desires to obtain from Grantor a surface and subsurface servitude covering the Access Area, 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 adjacent property owned by Grantor, located in the Parish of Caddo, State of Louisiana, and delineated on Exhibit A;

WHEREAS, the construction, maintenance and use of the Water Storage Tanks require the utilization and occupation of certain portions of Stoner Avenue as more particularly described in Exhibit A (the "Servitude Area");

WHEREAS, the City of Shreveport has authorized the grant of the aforesaid servitude by Resolution No. _____, effective _____, 20__; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Incorporation of Recitals. The above Recitals are incorporated hereby by reference and made a part hereof.

2. Grant of Servitude.
   a. This Servitude is executed by Grantor for the purpose of creating in Grantee and its respective successors and assign, the right to use the Servitude Area for all purposes incident to the constructing, reconstructing, repairing, maintaining and utilizing the Water Storage Tanks proposed to be located in the Servitude Area and to use the Servitude for all lawful purposes
   b. Grantee 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.
   c. The Grantor and Grantee acknowledge that the Servitude Area is an approximate location contemplated by the parties and that the actual location of the Potable Water Storage Tank Area may be adjusted as reasonably required by the Grantee to account for conditions and obstructions that may be encountered during construction.

3. Use. The Grantee, its successors and assigns shall have the right to use the Servitude Area for the purpose of constructing, reconstructing, repairing, maintaining and utilizing the Water Storage Tanks proposed to be located in the Servitude Area for all lawful purposes.

4. Construction and Maintenance. Grantee, in connection with the Servitude Area, shall protect Stoner Avenue adjacent to the Servitude Area from damage during the construction, maintenance or use of the Water Storage Tanks. The Grantee covenants and agrees that it shall obtain and keep in full force and effect all permits required under the Code of the Parish of Caddo and other applicable law relating to the construction, maintenance and use of the Water Storage Tanks. Such construction, maintenance and use shall be conducted so as to avoid interference or interruption of the functioning of Stoner Avenue as far as is practicable.

   The Grantee bear the full cost and expense of the repair of any street, pavement and curb damage, repair or replacement of sewer, water lines and other surface and subsurface structures of the Grantor which may be in any way disturbed or damaged by reason of the construction, maintenance, use or operation of the Water Storage Tanks to be located in the Servitude Area.

In the event that the Grantee fails to comply with the provision of this Paragraph 4, the Grantor shall attempt to notify the Grantee in writing of such failure, provided, however, the lack of notice by the Grantor shall not relieve the Grantee of its responsibilities hereunder. Upon notice from the Grantor, Grantee shall have thirty (30) days to commence repairing any street, pavement and curb damage, repair or replacement of sewer, water lines and other surface and subsurface structures of the Grantor damaged by the construction, maintenance, use or operation of the Water Storage Tanks. Further, in the event that immediate action is necessary to correct any failure of the Grantee under this Paragraph, the Grantor shall have the right to correct any damage to any street, pavement, curb, sewer or water line or sub-surface structure of the Grantor which the Grantee has failed to perform immediately and to charge the Grantee the reasonable costs of same.

5. Term. Grantee, 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 temporary servitude will end upon completion of the construction and acceptance by the City of Shreveport or for a term not to exceed five (5) 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, as extended from time to time by mutual agreement of the parties.

6. Indemnity. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act, 28 U.S.C. 2671, et seq.

7. Compliance with Other Laws. The Grantee shall fully obey and comply with all laws, ordinances, resolutions and administrative regulations which are or shall become applicable to the construction, maintenance and use of the Water Storage Tanks to be located within the Servitude Area.

8. Heirs, Successors and Assigns. The mention in this Agreement of any of the parties hereto by name or otherwise, shall be deemed to include its heirs, successors and assigns, unless otherwise inconsistent with the terms and provisions thereof.

9. Integration: No Oral Modification. This Servitude contains the entire agreement of the parties respecting the matters set forth herein. This Servitude may not be modified, discharged or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties hereto.

10. Force Majeure. The period of time within which the Grantee is required to perform any act hereunder, shall be extended by the additional period but not exceeding two (2) years, by which such act is delayed by reason of fire or other unavoidable casualty, national emergency, laws, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, defaults by subcontractors or suppliers, acts of God, or other similar causes beyond such party's control. Notwithstanding the foregoing, the Grantor shall have the right to correct any damage to any street, pavement, curb, sewer or water line and other surface

or sub-surface structure of the Township which the Cemetery Owner is unable to perform by reason of the delay and to charge the Cemetery Owner the reasonable costs of the same.

11. Applicable Law. This Servitude and all of the terms and provisions hereof shall be governed by the laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Louisiana, without regard to conflicts of law principles. If any provisions, or portions thereof, of this Servitude or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Servitude or the application of such provisions or portions thereof, to any other person or circumstance, shall not be affected thereby, and each provision of this Servitude shall be valid and enforceable to the fullest extent permitted by Law.

12. Recording. Grantee shall record this Servitude in the Caddo Parish Recorder's Office, Louisiana.

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 _____, **2024**, 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

THUS DONE AND PASSED in by Grantee before me, Notary and the undersigned witnesses, on this ____ day of _____, **2024**.

WITNESSES:

_____

_____

_____
NOTARY PUBLIC

Agency:
Overton Brooks VA Medical Center

BY: _____

EXHIBIT "A"

Exhibit "A" continued

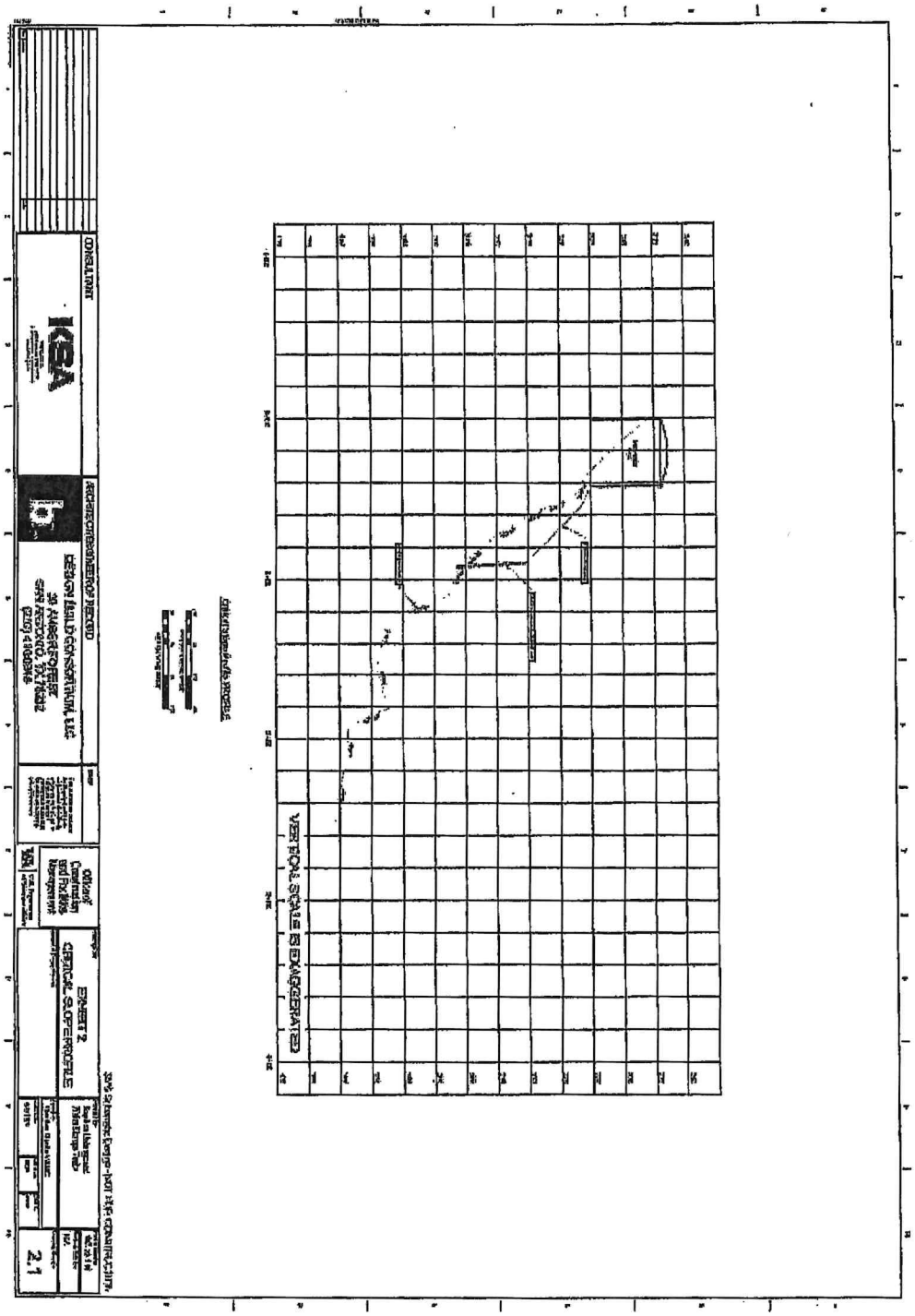

Exhibit "B"

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**