

CITATION

D3970324
CTF

I20 CORRIDOR PROPERTIES INC
VS

DOCKET NUMBER: C-20153435
SEC: C1
STATE OF LOUISIANA
PARISH OF OUACHITA
FOURTH JUDICIAL DISTRICT COURT

INTERSTATE 20 ECONOMIC
DEVELOPMENT CORPORATION

OUACHITA PARISH

TO:

INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION
REGISTERED AGENT JAMIE MAYO
CITY HALL 400 LEA JOYNER MEMORIAL EXPRESSWAY
MONROE, LA 71201

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition. The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within **FIFTEEN (15) days** after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Ouachita Parish Court House, 301 South Grand, Monroe, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within **FIFTEEN (15) days**, a judgment may be entered against you without further notice.

This Citation was issued by the Clerk of Court for Ouachita Parish, on this NOVEMBER 12, 2015.

OUACHITA PARISH CLERK OF COURT

Also attached are the following:
PETITION

CONSTANCE T. FOY

By: _____
Deputy Clerk

FILED BY: JOE D GUERRIERO #6391

_____/ ORIGINAL
_____/ SERVICE COPY
_____/ FILE COPY

CERTIFIED TRUE COPY
NOV 13 2015
Constance T. Foy
DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA

STATE OF LOUISIANA*PARISH OF OUACHITA*4TH JUDICIAL DISTRICT COURT

I-20 CORRIDOR PROPERTIES, LLC

FILED: NOV 10 2015

VS. NO. 15-3435

INTERSTATE 20 ECONOMIC
DEVELOPMENT CORPORATION

ZOE JANE RANKIN
DEPUTY CLERK OF COURT

PETITION

Now into court, through undersigned counsel, comes I-20 Corridor Properties LLC, for purposes of filing this proceeding respectfully represents as follows, to-wit:

1.

Plaintiff, I-20 Corridor Properties LLC (hereinafter "Corridor" or "Plaintiff"), a Louisiana limited liability company domiciled in Ouachita Parish, Louisiana names as Defendant herein, the Interstate 20 Economic Development Corporation (hereinafter "I-20" or "Defendant"), a quasi-public non-profit corporation.

2.

Plaintiff shows that Defendant approached Plaintiff seeking to obtain a donation of a right-of-way on property owned by Plaintiff on both sides of Interstate 20 highway as Defendant wanted and needed a road across said property of Plaintiff so that traffic flow would be effectuated, and because Defendant wanted the area to encourage economic growth, and in return for said donation of Plaintiff's property on both sides of Interstate 20, the Defendant would construct the roads in question at its cost; and, as a result of promises made concerning the road construction in question, Plaintiff agreed to enter into a contractual Agreement with Defendant dated and signed on February 10th, 2015, and filed in the records of Ouachita Parish on February 12, 2015, which said agreement is attached hereto as Exhibit "A" as though written herein full.

3.

Plaintiff further alleges that a part of the terms and obligations of the aforesaid Agreement between the parties which in part provided for Plaintiff to donate extremely valuable property (estimated to be worth approximately six (6) million dollars) to the Defendant for the road that Defendant and the City of Monroe, Louisiana wanted and desperately needed for further economic development for the area, that there was an understanding between the parties

CASE ASSIGNED TO:
CV. SECT. 1

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P. 4: 29
OUACHITA PARISH
CLERK OF COURT

that the road construction on Plaintiff's property north of Interstate 20 would be such that Defendant would construct the road in question at its cost, estimated to be under three (3) million dollars, and that the Defendant would make sure that, the road, even in its finished form would serve to drain Plaintiff's property properly and would not cause Plaintiff's property to flood; moreover, had it been understood by Plaintiff that the Defendant never planned to do what was necessary to make sure that Plaintiff's property would drain properly before or after development of same, Plaintiff would never had agreed to donate the property for the constructions of the roads, especially since the cost of the road over the property located on the north side of Interstate 20, was about one-half of the value of the property donated by Plaintiff.

4.

Plaintiff further alleges that literally months and months of negotiation went into the finalizing of the terms and obligations of the parties to the agreement and shows that it was always the intent made clear by Plaintiff's representative Joe D. Guerriero to Defendant's representative that the road which the Defendants was to put through Plaintiff's property north of Interstate 20 would not only not affect the drainage of Plaintiff's property but would in fact elevate any problem with drainage of said property with the understanding that the requirement for curbs and gutters on the road demanded by Plaintiff was to make sure of proper drainage on the property of Plaintiff; moreover, Defendant knew full well that said property was to be developed for retail business, and Defendant made it a condition that Plaintiff had to agree to allow the City of Monroe to take the property of Plaintiff within the city limits as said future development would thus make money on sales tax for the City of Monroe as well as making it subject to city property taxes. With these facts being known and the obligations being thrust upon Plaintiff, Plaintiff insisted on the Defendant being responsible for curbs and gutter in the road with the intention that same would not adversely affect Plaintiff's property and would in fact allow any water from rainfall to drain off of said property; however, as now being developed, the culverts being used for lithe road construction are not adequate to drain Plaintiff's property, and in fact the actual even partial construction of the road in question has created a dam like effect causing Plaintiff's property to flood even without the scheduled future improvements on said property.

5.

Plaintiff further shows and alleges, however, that once the question of drainage was brought up to Defendant by S.E. Huey & Company at a Board meeting of Defendant that Plaintiff learned that that the road itself was being constructed so that only the road and an approximately 30 feet area of land nearest the road would drain properly, with the result that the road would cause flooding of Plaintiff's property with no provision of any subsequent work to be done by the Defendant to make sure that Plaintiff's property would drain properly and also not flood.

6

Plaintiff further shows even though it is not obligated to assist the Defendant in seeing to it that Plaintiff's property drain properly, that Plaintiff nevertheless, in order to help the situation, has given the Defendant and the City of Monroe a simple plan of drainage going to the north of Plaintiff's property that would cost nearly nothing to achieve; however, instead of going forward with this proposal, which has been documented to work, the Defendant has given no indication that it will be responsible for the cost of effectuating the cost of said drainage proposal nor has it indicated that it will get the City of Monroe to agree to let the City's property be used for said drainage, even though the property sought to be used for this purpose is not capable of being used for anything else.

7.

Plaintiff further shows that the Defendant and their engineer who designed the aforesaid road knew for months before the plans for the road construction question were prepared, and the Defendant knew for over a year before the aforesaid Agreement was entered into between the parties that the whole purpose of the Defendant and the City of Monroe, Louisiana wanting the road was not only to have the access it wanted, but also for the economic development in that area of Plaintiff's property; thus, Defendant was fully aware of the planned retail development of Plaintiff's property, as was the City of Monroe for years before the Agreement in question was entered into between the parties, yet planned nothing to alleviate any drainage problem that might occur with said road construction concerning the drainage of Plaintiff's property, which in fact Plaintiff shows that, even in the initial stages of said road construction before the development of Plaintiff's property, that the preliminary construction by the Defendant of the

road in question, has already caused Plaintiff's property to flood as said road in its early stages is acting like a dam on Plaintiff's property.

8.

Plaintiff therefore shows that since the defendant never intended to do anything re the proper drainage of the Plaintiff's property but knew that this issue was critical to the Plaintiff and the proposed retail development of the remainder of Plaintiff's property, and because Plaintiff certainly was led to believe that such would be taken care of, as well as the firm understanding by Plaintiff that the road construction would not lead to the flooding of Plaintiff's property even before development, that there was therefore no meeting of the minds between the parties hereto in this suit, with the result that Plaintiff desires that this Honorable Court declare the February 10th, 2015 Agreement attached as Exhibit "A" to this suit be declared null and void because of said lack of meeting of the minds between the parties.; plaintiff shows that this is not the first time that the Defendant and the City of Monroe has reneged on an agreement between the parties concerning the construction of a road on Plaintiff's property north of Interstate 20 , all of which will be more fully shown on trial herein of this matter.

9.

Plaintiff shows that he has one retailer already committed in writing to build a motel on his property adjacent to the road under construction, but in light of the aforesaid drainage problem, that it will most likely lose that retailer and/or be sued to void contract of purchase and Sale between Plaintiff and said retailer, as well as lose multiple other prospective retailers, the loss of which cannot be adequately estimated or calculated in damages as it would depends on the size and type of retailer to build on the Plaintiff's property.

10.

Plaintiff therefore shows that since the Defendant is planning to go forward with the construction of the road over Plaintiff's property, which said construction has just recently began, and that further construction will continue with the result that the road construction will cause Plaintiff's property north of I-20 not to drain properly and to flood which eliminates all future retail development on Plaintiff's property, and since this loss cannot be reasonably be calculated in damages since no one know how many retailers Plaintiff will lose do to the drainage problem, with the result that Defendant's continued construction will cause Plaintiff incalculable damages; therefore, Plaintiff desires that the Defendant be enjoined from continuing

the construction of the road in question and that this Court order the defendant to show cause on a day and hour to be fixed by this honorable court to show cause why a Preliminary Injunction should not issue stopping the continued construction of the aforesaid road until a full hearing can be heard by the trier of the fact.

11.

Plaintiff asks for a jury alleging that the damages in question far exceed the required amount for jury trials.

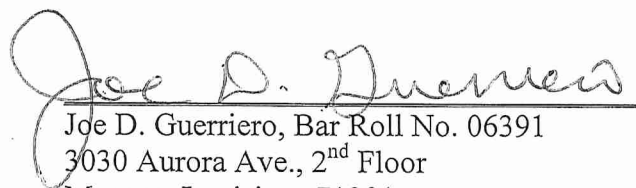
WHEREFORE, Plaintiff prays that this petition be duly filed and served upon Defendant Interstate 20 Economic Development Corporation, that it be cited to answer same within the legal delays allowed, and that after all due proceedings had that this Court find that the February 10th, 2015 Agreement be declared null and void due to a lack of a meeting of the minds between the parties hereto.

Plaintiff further prays that this Honorable Court rule the Defendant into Court on a day and hour to show cause why a Preliminary Injunction should not issued stopping the continued construction of the roads in question across all of Plaintiff's property until a full trial on the issues can be heard by the trier of the fact.

Plaintiff further prays for a jury trial.

Plaintiff further prays for full general and equitable relief herein.

Respectfully submitted,

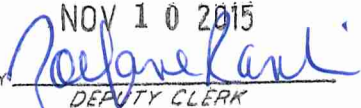


Joe D. Guerriero, Bar Roll No. 06391
3030 Aurora Ave., 2nd Floor
Monroe, Louisiana 71201
(318) 338-3603
joed@nuby.com
Attorney for Plaintiff

Please serve:

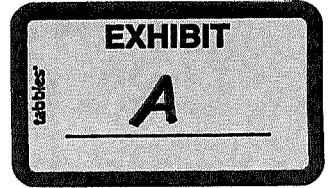
Interstate 20 Economic Development Corporation
Through its Registered Agent
James E. Mayo
City Hall
400 Lea Joyner Memorial Expressway
Monroe, LA 71201

CERTIFIED
TRUE COPY

NOV 10 2015
BY 
DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA.

Ouachita Parish Recording Page

LOUISE BOND
Clerk of Court
PO Box 1862
Monroe, LA 71210-1862
(318) 327-1444



Received From :
LOUIS SCOTT

First VENDOR

INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION-ET AL

First VENDEE

I 20 CORRIDOR PROPERTIES LLC-ET AL

Index Type : Conveyances

File Number : 1668476

Type of Document : Agreements

Book : 2408 Page : 1

Recording Pages : 576

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Ouachita Parish, Louisiana

Louise Bond
Clerk of Court

On (Recorded Date) : 02/12/2015

At (Recorded Time) : 1:58:47PM



Doc ID - 010894660576



CLERK OF COURT
LOUISE BOND
Parish of Ouachita
I certify that this is a true copy of the attached document that was filed for registry and
Recorded 02/12/2015 at 1:58:47
File Number 1668476
Recorded in Book 2408 Page 1
Amanda Brown
Deputy Clerk

Return To :
LOUIS SCOTT

Do not Detach this Recording Page from Original Document

INFRASTRUCTURE DEVELOPMENT AGREEMENT

This INFRASTRUCTURE DEVELOPMENT AGREEMENT (this agreement) is dated as of this 10 day of February, 2015, between Interstate 20 Economic Development Corporation, a Louisiana non-profit corporation, hereinafter referred to as Corporation, herein represented by Otis Chisley; and I-20 Corridor Properties, LLC, a Louisiana Limited Liability Company authorized to do and doing business in the State of Louisiana, hereinafter referred to as Developer, herein represented by Edward Hakim, Manager, and North American Land Development, a Louisiana Corporation authorized to do and doing business in the State of Louisiana, represented herein by Joseph H. Hakim who both may be referred herein jointly as parties.

W I T N E S S E T H:

WHEREAS, Developer owns certain property fully described on Exhibit "D";

WHEREAS, Corporation desires to cooperate with Developer on the construction of infrastructure described herein on Exhibit "C" on the property described herein on Exhibit "D"; and

WHEREAS, Managers of Developer are also President and Secretary of North American Land Development Corporation which owns certain property fully described herein on Exhibit "H"; and

WHEREAS, as part of the inducement of this agreement between the parties to develop infrastructure on the property owned by Developer as shown on Exhibit "D", Developer shall donate the property for the road infrastructure rights-of-way, and grant easements and servitudes as depicted on Exhibit "I" to Corporation for the development of utilities; and, as part of the inducement of this agreement between the parties to develop infrastructure on the property owned by North American Land Development Corporation as shown on Exhibit "H", Developer, whose Managers are also President and Secretary of North American Land Development Corporation, agrees that North American Land Development Corporation shall donate the property for the road infrastructure rights-of-way, and grant easements and servitudes as depicted on Exhibit "J" to Corporation for the development of utilities; and

WHEREAS, pursuant to that certain Cooperative Endeavor Agreement by and among the City of Monroe and Corporation dated as of November 26, 1996, Corporation has undertaken to assist the City of Monroe with the promotion and economic development of the District and to enter into and execute all contracts and agreements relating to public infrastructure and the making of site improvements for the benefit of the District; and

WHEREAS, to further cooperate in the development of the property the parties agree to the following:

- I. CORPORATION SHALL DO THE FOLLOWING BASED UPON THE OBLIGATIONS AS SET FORTH HEREIN BY DEVELOPER:

- (A) Corporation shall construct at its cost on property owned by Developer (Exhibit D), a road as depicted on attached (Exhibit C), with utilities which will include full curbs, gutters, all utilities infrastructure, and sub-surface drainage, further depicted on (Exhibit C), as per plans and drawings engineered and overseen as to the construction thereof by Denmon Engineering;
- (B) Corporation shall build a "Turn-a-Round" using brick pavers as part of the road construction contemplated and as shown on (Exhibit C);
- (C) Corporation acknowledges that it has adopted a Resolution which can not be later revoked by the current members of the Board of the Corporation or by any subsequent members who may be appointed to the Board of the Corporation, said Resolution being identified as Exhibit "E" wherein Corporation has agreed to dedicate funds in an amount necessary to complete the construction of the road depicted on (Exhibit C) as per plans engineered by Denmon Engineering and attached hereto as (Exhibit C), said funds to be held in a special account to be only used for the purposes identified herein. The amount to be placed in a special account for the purposes agreed upon by the Corporation is no less than \$2,800,000 (two million eight hundred thousand dollars);
- (D) Corporation further agrees that construction of the road as depicted on Exhibit "C" shall commence within seven months of the signing of this Agreement or no later than within 30 days of the commencement of the construction of the road depicted on the south side of Interstate 20, said road being more fully described on the attached Exhibit "F". Corporation further agrees that once the road construction as depicted on the attached Exhibit "C" has commenced, Corporation agrees and obligates itself to have said construction continue without delay, except for weather or Act of God; with further agreement by Corporation that said road construction will be done in a workmanlike manner and in accordance with engineer drawings and specifications which Corporation, through its duly authorized engineers and consultants, obligates itself to monitor so that the road in question will be completed in the earliest time feasible;
- (E) Corporation shall install underground water sprinkler connectors from a predetermined location on easement to center location of each of the three (3) medians to be constructed;
- (F) If corporation determines that a sewer lift station must be constructed on property owned by Developer on property depicted on Exhibit "D", said sewer lift station will be located as shown on drawing on Exhibit "K". In the event the sewer lift station is constructed at the location shown on Exhibit "K", Corporation shall pay Developer \$25,000 for the 2500 square foot parcel required to construct the station. For any amount of additional land, owned by Developer, which may be needed by Corporation for the construction of the sewer lift station, Corporation agrees to pay Developer \$10.00

per square foot. In the event Corporation needs more land than 2500 square feet for the construction of the sewer lift station, Corporation agrees that addition land purchase shall be at the exact location as depicted on Exhibit "K". The parcel of land for the sewer lift station will be identified in the area shown on the western part of the attached Exhibit "K", marked with an arrow pointed in that direction, the exact and precise location of which will be decided upon by mutual consent of the parties hereto at a later date. Corporation further agrees to pay for the costs associated with the engineering and construction of the sewer lift station.

II. DEVELOPER SHALL DO THE FOLLOWING AS PER THE OBLICATIONS BY CORPORATION SET FORTH ABOVE:

- (A) Developer shall donate the property for the construction of the infrastructure as shown on Exhibit "C" and grant servitudes and easements as shown on Exhibit "L" at no cost to the Corporation or the City of Monroe. Developer shall further provide documentation indicating these rights-of-way and easements have been mitigated from all flood related issues and are not encumbered by any Federal or State law or regulation which would prevent the immediate construction of a road and/or utilities;
- (B) Developer, herein also described as I-20 Corridor Properties, LLC, acknowledges that the Managers of I-20 Corridor Properties, LLC, Nouri Edward Hakim and Joseph H. Hakim, are also Secretary and President, respectively, of North American Land Development Corporation. Developer and North American Land Development Corporation acknowledge that North American Land Development Corporation is the owner of a certain tract of land as identified on Exhibit "H", generally described as property located south of Interstate 20, between the Lowe's store and Nutland Road. Developer and North American Land Corporation, in an effort to cooperate with Corporation, herein also described as Interstate 20 Economic Development Corporation, desire to assist in the development of infrastructure identified on Exhibit "F" and hereby agree that North American Land Development Corporation shall donate the property for the construction of the infrastructure and grant servitudes, and easements as shown on Exhibit "J", at no cost to the Corporation or the City of Monroe. As is indicated in the resolution shown as Exhibit "N", North American Land Development Corporation acknowledges this agreement and authorizes its President, Joseph H. Hakim to sign and acknowledge their acceptance of this agreement on behalf of North American Land Development Corporation;
- (C) Developer shall pay for all initial landscaping and also for the installation of irrigation systems within the boundaries of all three (3) medians depicted on drawings as shown on Exhibit "C". The City of Monroe agrees to provide irrigation water

at its expense and to provide maintenance on said irrigation system for the three (3) medians.


- (D) Developer shall donate the property for the construction of the infrastructure, and shall grant servitudes and easements for utility construction at no cost to the Corporation or the City of Monroe on any property Developer or and other legal entity currently owned by members of Developer or any future legal entity current members of Developer may create or have operational control of, on any property located within the following boundaries: (1) all property extending from the eastern border of property shown on Exhibit "D" continuing in an easterly direction to Russell Sage Road, bordered by Millhaven Road to the north and Interstate 20 to the south, and (2) all property located immediately west of the Lowe's store running concurrently until such property connects to Nutland Road, said property located immediately south of Interstate 20.
- (E) Developer shall pay for all lighting fixtures and all labor costs associated with installing said lighting fixtures for the proposed road as shown on Exhibit "C". Corporation shall provide and pay all costs associated with wiring from each lighting fixture to a central point to be established by Denmon Engineering. The City of Monroe agrees to pay for the monthly electrical cost of the lighting on the road as shown on Exhibit "C".

III. BOTH PARTIES AGREE AS FOLLOWS:

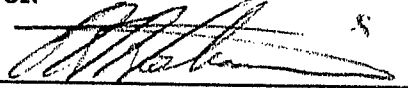
Finally, both Corporation and Developer shall have the right to specific performance of the obligations of this agreement. The Mayor of the City of Monroe and the Monroe City Council have provided evidence of their willingness and agreement to provide utilities to the property shown on Exhibit "D" and Exhibit "H" by Resolution shown on Exhibit "G". Additionally, Corporation and Developer both recognize the desirability of having easier access from Garrett Road to the road referenced on Exhibit "C" and both parties recognize the need for a "spur" to be constructed. Corporation agrees to make every effort to pursue such a project.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Infrastructure Development Agreement as of the day and year first above written.

I-20 CORRIDOR PROPERTIES, LLC

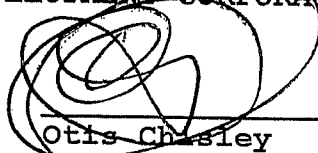

By: Edward Hakim
Title: Managing Member

NORTH AMERICAN LAND DEVELOPMENT
CORPORATION

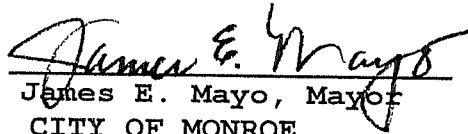


By: Joseph Hakim
Title:

INTERSTATE 20 ECONOMIC
DEVELOPMENT CORPORATION



By: Otis Chesley
Title: President



By: James E. Mayo, Mayor
CITY OF MONROE

LIST OF EXHIBITS

- EXHIBIT A** Resolution of Board of Directors of Corporation authorizing Otis Chisley to sign Infrastructure Development Agreement
- EXHIBIT B** Resolution of Members of Developer authorizing Edward Hakim to sign Infrastructure Development Agreement
- EXHIBIT C** Plans and specifications of road to be constructed on Developers property North of Interstate 20
- EXHIBIT D** Plot of property owned by Developer North of Interstate 20
- EXHIBIT E** Irrevokable Resolution of Corporation
- EXHIBIT F** Plans and specifications of road to be constructed on Developers property South of Interstate 20
- EXHIBIT G** Resolution of the Mayor of Monroe and the Monroe City Council
- EXHIBIT H** Plot of property owned by Developer South of Interstate 20
- EXHIBIT I** Drawing showing rights-of-way, easements, and servitudes required on Developers property located North of Interstate 20
- EXHIBIT J** Drawing showing rights-of-way, easements, and servitudes required on Developers property located South of Interstate 20
- EXHIBIT K** Drawing showing location of sewer lift station
- EXHIBIT L** Rights-of-way, easements, servitudes granted by Developer to Corporation on property located North of Interstate 20
- EXHIBIT M** Rights-of-way, easements, servitudes granted by Developer to Corporation on property located South of Interstate 20