

DONATION INTER VIVOS

STATE OF LOUISIANA
PARISH OF CADDO

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the above-referenced Parish/County/State, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

Linwood Development, LLC, represented here by:
Sammy A Mijalis Member/Manager

Who declared that by these presents it does GRANT, CONFIRM, CONVEY, DELIVER, AND DONATE unto the City of Shreveport, the water main extensions and related facilities to serve Aegean-Mijalis Subdivision Unit No. 2, Caddo Parish, Louisiana.

BE IT FURTHER declared that the following has been provided to the City of Shreveport:

1. A no-lien certificate for the property donated herein.
2. A two (2) year 15% maintenance bond for the property donated herein.

TO HAVE AND TO HOLD unto the City of Shreveport, its heirs, successors, and assigns forever.

DONE, SIGNED AND PASSED before me, Notary, and the undersigned competent witnesses at Shreveport, LA., on this 22nd day of April, 2019 after due reading of the whole.

WITNESSES:

Heather Randolph
Heather Randolph

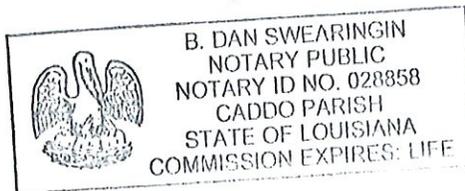
Angie H. Murry
ANGIE H. MURRY

Linwood Development, LLC

By: Sammy A Mijalis Member/Manager

B. Dan Swearingin

Notary Public



ACCEPTANCE OF ACT OF DONATION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Caddo, State of Louisiana, and in the presence of the two undersigned competent witnesses:

Personally came and appeared Adrian Perkins, Mayor of the City of Shreveport, who declared that he takes cognizance of the Act of Donation by the said Linwood Development, LLC, passed before _____, Notary Public for the Parish of Caddo, State of Louisiana, dated the ____ day of _____, 2019, of water main extensions and related facilities located in Aegean-Mijalis Subdivision Unit No. 2, and he accepts the said donation on behalf of the City of Shreveport, its heirs, successors and assigns, in full ownership forever with full and general warranty of title, and with full substitution and subrogation to all rights and actions of warranty which said donor may have against all former owners or vendors of said property.

DONE, READ, AND SIGNED at Shreveport, Louisiana, on the _____ day of _____, 2019, in the presence of the undersigned competent witnesses, who hereunto sign names with said appearer and me, Notary.

WITNESSES:

CITY OF SHREVEPORT

By: _____

Adrian Perkins
Mayor

Notary Public

STATE OF LOUISIANA

PARISH OF CADDO

I, Mike Spence, Clerk of Court for the Parish of Caddo, certify that this certificate has been run exclusively in the exact name or names hereunder set forth and not in any variations of said name or names.

Where no middle initials have been furnished, identical names with middle initials have not been run and will not be unless specifically requested.

Subject to these restrictions and exceptions, I certify that according to the records of my office there are not uncanceled encumbrances recorded in the exact name or names hereinafter set forth except the following which bear against the property described hereunder, to-wit:

LINWOOD DEVELOPMENT, LLC
JPD CONSTRUCTION, LLC

The placement of each of the foregoing is not intended to rank the encumbrances as against each other and their order thereof is not intended to be expressive of their priority.

effecting the following described property located in said Parish:

CLEAR LIEN CERTIFICATE

PROJECT: AEGEAN-MIJALIS SUBDIVISION UNIT NO. 2
PROJECT NO.: UNIT 2
COTRACT DATE: APRIL 28, 2017

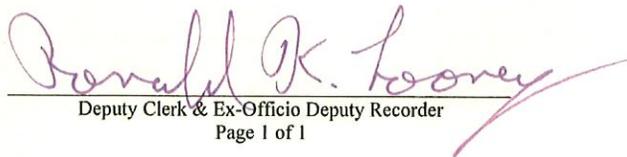
except

Contract and Bond between Linwood Development, LLC and JPD Construction, LLC, recorded May 16, 2017, Instrument #2648838.

Certificate of Substantial Completion by Linwood Development, LLC, to JPD Construction, LLC, recorded March 5, 2018, Instrument #2689449.

and TAXES.

Given under my hand and seal of office this 4th day of April, 2018 at 8:30 o'clock a. m.


Deputy Clerk & Ex-Officio Deputy Recorder
Page 1 of 1

RONALD K. COONEY
DEPUTY CLERK AND EX-OFFICIO NOTARY PUBLIC

Cv/rkl
JPD Construction, LLC

**MAINTENANCE
BOND**

Bond No.: GSM36159

KNOWN ALL BY THESE PRESENTS: That we JPD Construction, LLC P.O.Box 72512, Bossier City, LA 71172 as Principal, and The Gray Casualty & Surety Company, a corporation organized and existing under the Laws of the State of Louisiana, as Surety, are held and firmly bound unto the City of Shreveport, as Obligee, in the total sum of Five Thousand Four Hundred Forty Four Dollars and 30/100 U.S. Dollars (\$ 5,444.30) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

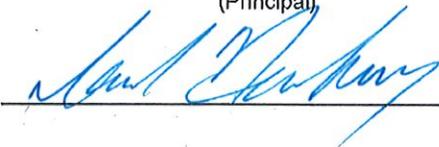
WHEREAS, the Principal entered into a contract with the Obligee dated March 16, 2018 for Installation of Water, Sewer, and Related Facilities to serve Aegean-Mijalis Subdivision Unit No. 2, Shreveport, Caddo Parish, Louisiana. The Maintenance Bond applies to only the Water portion of the project. ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on March 15, 2018 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

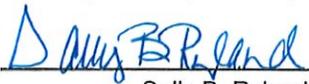
PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 15th day of March, 2018.

JPD Construction, LLC
(Principal)

By: 

The Gray Casualty & Surety Company

By: 

Sally B. Ryland, Attorney-in-Fact

PERMANENT UTILITY SERVITUDE

STATE OF LOUISIANA§

PROJECT NAME:

PARISH OF CADDOS

PROJECT NO:

PARCEL NO:

BE IT KNOWN, that this day before me, the undersigned authority, a Notary Public in and for Caddo Parish, Louisiana, personally came and appeared **LINWOOD DEVELOPMENT, LLC**, represented herein by **Sammy A. Mijalis, Member/Manager** with a permanent mailing address of 1192 Hawn Avenue, Shreveport, LA. 71107 hereinafter referred to as Grantor, its heirs and assigns, who declared that they do hereby grant unto the **CITY OF SHREVEPORT**, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, repair, alter and relay public utility lines and appurtenances thereto (including, but not limited to, manholes and/or other means of maintenance access points, valves, hydrants, and vents) on, over, through, upon, across, and under the following described property in the Parish of Caddo, State of Louisiana, to-wit:

See attached map for area shaded in red

&

PLAT AS FINAL PAGE OF DOCUMENT

Be it further provided that the authorized personnel of the City of Shreveport 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, tests or other work necessary or related to the operation or maintenance of public utility lines.

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 it is practicable, to its original condition.

GRANTEE 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. Venue for any disputes arising out of or related to this agreement shall be in the First Judicial District Court, Shreveport, Louisiana.

GRANTEE 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.

Nothing contained herein shall be construed to mean that the City is to be held responsible for a depreciation in value of the described property occasioned by the existence of the servitude on or through the property. Owner of described property reserves the right to use the surface of the servitude area, pave over it, and make all reasonable uses that do not obstruct the Grantee's right of ingress and egress to the public utility lines except placement of permanent improvements thereon. Repair and/or replacement of any paving over the above described property will be the responsibility of Grantor if it must be removed to allow Grantee access to the property.

TO HAVE AND TO HOLD said servitude unto the said Grantee, 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 20th day of September, 2021, in the presence of Kari Ballard and Heather Randolph, competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

Kari L. Ballard

Print Name: Kari L. Ballard

Heather Randolph

Print Name: Heather Randolph

OWNER:

LINWOOD DEVELOPMENT, LLC

By: [Signature]
Sammy A. Mijalis
Member/Manager



[Signature]
NOTARY PUBLIC

THUS DONE AND PASSED in Shreveport on the 20th day of September, 2021,

in the presence of _____ and _____, competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

CITY OF SHREVEPORT:

Print Name: _____

ADRIAN PERKINS, MAYOR

Print Name: _____

NOTARY PUBLIC



NORTH
DATE: February 19, 2020

EXISTING ACCESS SERVITUDE - BK. 4840, PG. 7

THRIFTY LIQUOR
LOT 1
AEGEAN-MIJALIS SUBDIVISION
UNIT NO. 1
BK. 8000, PG. 158

Lot 8

Lot 1

Lot 7

Lot 2

OWNER:
LINWOOD DEVELOPMENT, LLC
CHRISTOPHER TRUST
(UNDEVELOPED)

Lot 6
AEGEAN-MIJALIS SUBDIVISION
UNIT NO. 2
BK. 8000, PG. 68

Lot 3

Lot 5

15' WATER MAIN
SERVITUDE HEREIN
GRANTED IN FAVOR OF
CITY OF SHREVEPORT
Lot 4

BERT KOUNS INDUSTRIAL LOOP
(LA. HWY. 526) - 200' WIDE R/W

I HEREBY CERTIFY THAT THIS SURVEY
WAS PREPARED UNDER MY DIRECT
SUPERVISION IN ACCORDANCE WITH THE
LOUISIANA "STANDARDS OF PRACTICE"
FOR A ROUTE SURVEY.

LINWOOD DEVELOPMENT, LLC

BY: SAMMY A. MIJALIS-MEMBER, MANAGER

Johnnie A. Craig 9-13-21
MOHR AND ASSOCIATES, INC. Date
Johnnie A. Craig
Registered Professional Land Surveyor
Registration No. 4587

1/13/2021 10:21:33 AM J:\SUBDIVISIONS\MIJALIS\AEGEAN-MIJALIS\UNIT 2\DRAWINGS\MODELS\37539-WATER MAIN SERVITUDE.DWG



Mohr and Associates, Inc.
Consulting Civil Engineers & Land Surveyors

1324 N. Hearne Ave., Ste 301 Phone: (318) 686-7190
Shreveport, Louisiana 71107 Fax: (318) 402-4400

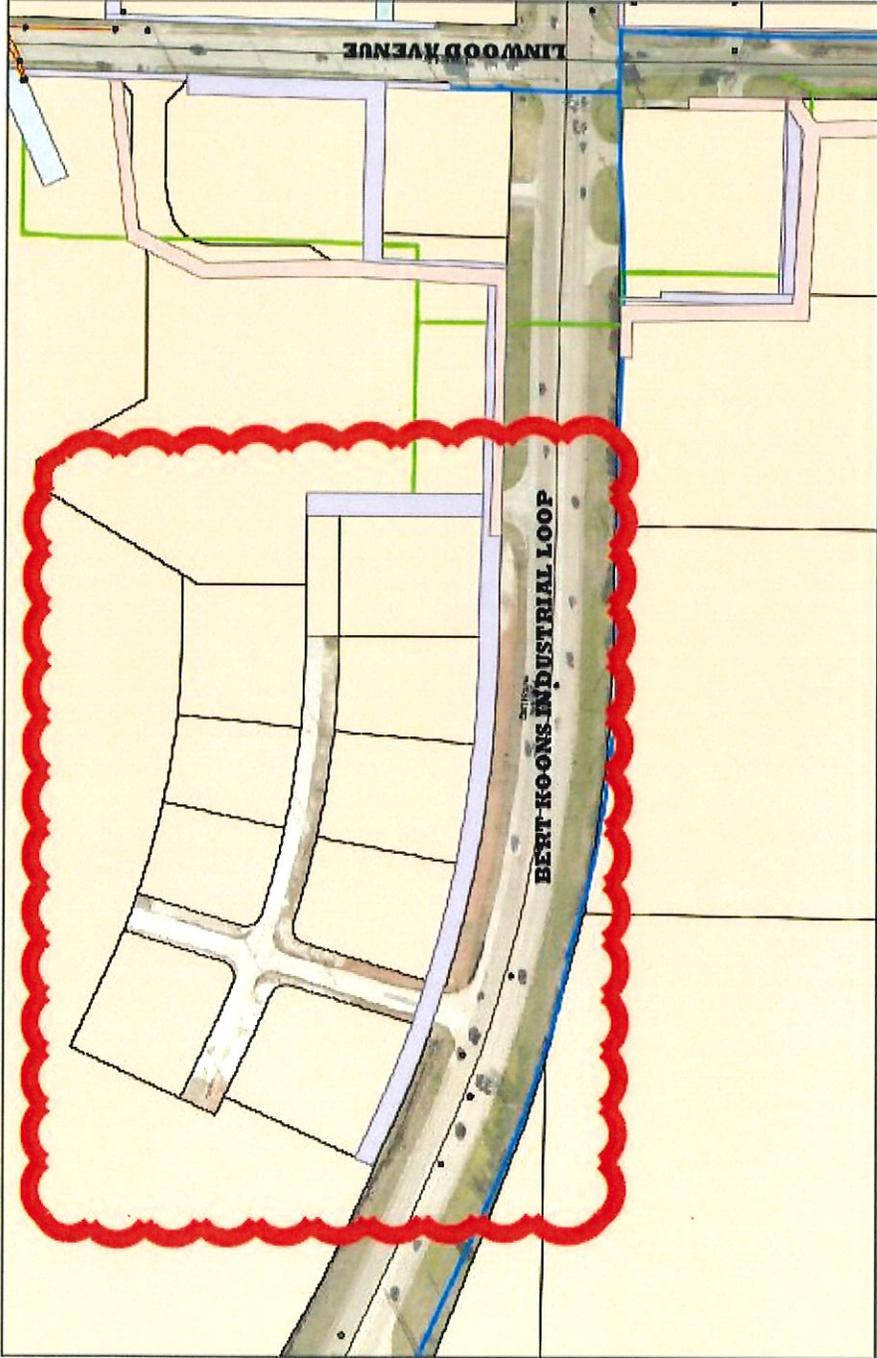
FOR:
AEGEAN-MIJALIS SUBDIVISION UNITS NO.
1 & 2 WATER MAIN SERVITUDE GRANT TO
CITY OF SHREVEPORT

Date
2-19-2020

Job
37539

Scale
1"=100'

Drawn
B. ANDERSON



**AEGEAN-MIJALIS SUBDIVISION
UNIT NO. 2**