

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
Lake Charles Division**

**In re:**

**REEVES DEVELOPMENT COMPANY, LLC**

**CASE NO. 12-21008**

**Debtor**

**CHAPTER 11**

\*\*\*\*\*

**In re:**

**REEVES COMMERCIAL PROPERTIES, LLC**

**CASE NO. 12-21009**

**Debtor**

**CHAPTER 11**

\*\*\*\*\*

**JOINT MOTION FOR AUTHORITY TO SELL PROPERTY  
OF THE ESTATE PURSUANT TO 11 U.S.C. § 363**

**NOW INTO COURT**, through undersigned counsel, come Reeves Development, LLC aka Reeves Development Company, LLC (“RDC”) and Reeves Commercial Properties, LLC (“RCP”) (RDC and RCP jointly referred to as “the Debtors”), debtors and debtors-in-possession in the above numbered cases under Chapter 11 of Title 11, United States Code, which hereby file this *Joint Motion for Authority to Sell Property of the Estate Pursuant to 11 U.S.C. § 363* (“Joint Motion”). In support of this Joint Motion, the Debtors respectfully represent as follows:

**JURISDICTION AND VENUE**

1.

This Court has jurisdiction to consider this Joint Motion pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of this Joint Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

## **BACKGROUND**

2.

RDC commenced a voluntary case under Chapter 11 of Title 11 (“the RDC Chapter 11 Case”) in this Court on October 30, 2012, which case is still pending on the docket of this Court as Case No. 12-21008 and in which case RDC remains as the debtor-in-possession; and, RCP commenced a voluntary case under Chapter 11 of Title 11 (“the RCP Chapter 11 Case”) in this Court on October 30, 2012, which case is still pending on the docket of this Court as Case No. 12-21009 and in which case RCP remains as the debtor-in-possession.

3.

Debtors are the owners of certain immovable property located at Louisiana Hwy. 397, Lake Charles, Calcasieu Parish, Louisiana (“Property”), a detailed description of the Debtors’ Property is attached hereto as Exhibit “A” of the Purchase Agreement referenced below and attached as Exhibit “1” hereof.

4.

The Debtors, as sellers, have entered into an agreement (“Purchase Agreement”) for the sale of the Property for the sum of \$4,200,000.00 plus accrued interest @ 3% beginning July 1, 2017, to Louisiana Multimodal, LLC (“LA Multimodal” or “Purchaser”), a Louisiana Limited Liability Corporation to be formed by Lake Charles attorney, Jeff Townsend, with closing to be held on or before April 30, 2017.

## **RELIEF REQUESTED**

5.

Debtors wish to sell the Property to Purchaser free and clear of all liens and encumbrances pursuant to 11 U.S.C. § 363 which authorizes the sale of property of the estate after notice and

hearing, except as to the following; (a) the Multiple Indebtedness Mortgage dated December 30, 2009, recorded at Book 3791, Page 217, of the mortgage records kept in and for the Parish of Calcasieu, State of Louisiana, and (b) the Multiple Indebtedness Mortgage dated December 30, 2009, recorded at Book 3791, Page 202, of the mortgage records kept in and for the Parish of Calcasieu, State of Louisiana, payment of those mortgages shall be governed by the Second Amended Forbearance and Settlement Agreement as modified by the Term Sheet filed in this case (“Amended Settlement Agreement”).

6.

The Debtors believe that the proposed purchase price is fair and reasonable, and that the sale of Property is in the best interest of the estates and its creditors.

7.

The Purchaser is affiliated with the Debtors as previously detailed in pleadings filed in this case. Charles Reeves, president of the Debtors, is an insider of the Purchaser as his children own the trust, Jakeland Trust, LLC, which is a 50% owner of NGR Properties, a party to the Purchase Agreement. It should be noted that the final purchase price is approximately 110% of the fair market value as set by the most recent appraisal of the Property.

8.

To the best of Debtors’ knowledge, information and belief, there are no liens, mortgages, security interests, privileges and/or encumbrances (“Liens”) asserted against the Property other than those listed on Exhibit “2” attached hereto. The Liens will be referred to the proceeds of the sale.

9.

The Debtors owe pre-petition taxes to taxing authorities; and the Debtors will use funds received from the repayment of the Seller supplied closing loan and any balance remaining after payments to Lien creditors to reduce debt to the Internal Revenue Service, pursuant to the Debtors' Plans of Reorganization.

**NOTICE**

10.

Service of this Joint Motion has been given to (i) the Office of the United States Trustee; (ii) each of the Debtors' twenty (20) largest unsecured creditors; (iii) Iberia Bank; (iv) Clerk and Recorder of Mortgages for the Parish of Calcasieu, Louisiana; (v) all Lien creditors; (vi) all parties who request notices pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure in each case; and, (vii) to all creditors listed on the official mailing matrix in each case. In light of the nature of the relief requested, the Debtors submit that no further service is required.

**NO PRIOR REQUEST**

11.

No prior request for the relief sought herein has been made to this or any other Court.

**WHEREFORE**, the Debtors pray that this matter be set for hearing and, after hearing, this Honorable Court grant the relief requested herein and as follows:

- (1) That the Debtors be authorized to enter into the Contract;
- (2) That the Debtors be authorized to sell the immovable property free and clear of all liens and encumbrances in accordance with the provisions of 11 U.S.C. § 363, except those agreed and set forth in the IBERIABANK Term Sheet attached hereto, all in accordance with the terms and conditions stated in the Contract;

- (3) That the Debtors be authorized to execute all documents necessary and consistent with a resulting sale and Orders of this Court;
- (4) That the Clerk and Recorder of Mortgages for the Parish of Calcasieu, Louisiana cancel all liens and mortgages of record as shown on Exhibit “3”; except as follows; (a) the Multiple Indebtedness Mortgage dated December 30, 2009, recorded at Book 3791, Page 217, of the mortgage records kept in and for the Parish of Calcasieu, State of Louisiana, and (b) the Multiple Indebtedness Mortgage dated December 30, 2009, recorded at Book 3791, Page 202, of the mortgage records kept in and for the Parish of Calcasieu, State of Louisiana, which mortgages shall be governed by the Amended Settlement Agreement filed in these cases.
- (5) That the Court’s Orders approving the sale specifically contain a finding that all creditors and parties in interest as set forth in the official mailing matrix of the case have been properly served and notified of the Joint Motion;
- (6) For other relief that is equitable and just.

**Respectfully submitted,**

**STEFFES, VINGIELLO & MCKENZIE, LLC**  
13702 Coursey Blvd., Building 3  
Baton Rouge, Louisiana 70817  
Telephone: (225) 751-1751  
Facsimile: (225) 751-1998  
E-mail: [avingiello@steffeslaw.com](mailto:avingiello@steffeslaw.com)

By: /s/ Arthur A. Vingiello  
**ARTHUR A. VINGIELLO (#13098)**  
**WILLIAM E. STEFFES (#12426)**

*Counsel for Debtors, Reeves Development Company, LLC  
and Reeves Commercial Properties, LLC*

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
Lake Charles Division**

**In re:**

**REEVES DEVELOPMENT COMPANY, LLC**

**CASE NO. 12-21008**

**Debtor**

**CHAPTER 11**

\*\*\*\*\*

**In re:**

**REEVES COMMERCIAL PROPERTIES, LLC**

**CASE NO. 12-21009**

**Debtor**

**CHAPTER 11**

\*\*\*\*\*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a copy of the above and foregoing *Joint Motion for Authority to Sell Property of the Estate Pursuant to 11 U.S.C. § 363* has this day been served upon (i) the Office of the United States Trustee; (ii) each of the Debtors' twenty (20) largest unsecured creditors; (iii) Iberia Bank; (iv) Clerk and Recorder of Mortgages for the Parish of Calcasieu, Louisiana; (v) all Lien creditors; (vi) all parties who request notices pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure in each case; and, (vii) to all creditors listed on the official mailing matrix in each case, as shown on the attached mailing lists, by depositing same in the United States mail, postage prepaid, and properly addressed.

Baton Rouge, Louisiana, this 13th day of April, 2017.

/s/ Chad E. Biggs  
**CHAD E. BIGGS**

Respectfully submitted by:  
ARTHUR A. VINGIELLO (#13098)  
WILLIAM E. STEFFES (#12426)  
Steffes, Vingiello & McKenzie, LLC  
13702 Coursey Blvd., Building 3  
Baton Rouge, Louisiana 70817  
Telephone: (225) 751-1751  
Facsimile: (225) 751-1998  
E-mail: [avingiello@steffeslaw.com](mailto:avingiello@steffeslaw.com)

*Counsel for Debtors, Reeves Development Company, LLC  
and Reeves Commercial Properties, LLC*

**Reeves Development Company, LLC  
4840 East Shoal Creek Drive  
Lake Charles, LA 70605**

March 20, 2017

Mr. Greg Richardson  
NGR Properties, LLC  
1938 Broad Street  
Lake Charles, LA 70601

Mr. Michael Hankins  
Hankins Holdings, LLC  
419 Alamo St  
Lake Charles, LA 70601

RE: Agreement to Purchase 416 Acres of Industrial Property  
Louisiana Hwy 397 and East Prien Lake Road  
Calcasieu Parish, Louisiana

Gentleman:

When signed by you, this letter shall serve as our agreement concerning the purchase of approximately 416 acres of land as set forth on the attached Exhibit "A", by and between Reeves Development Company, LLC and Reeves Commercial Properties, LLC hereinafter referred to as Seller and Louisiana Multimodal Terminals, LLC, or its assigns, hereinafter referred to as Purchaser:

**Seller: Reeves Development Company, LLC  
4840 East Shoal Creek Drive  
Lake Charles, LA 70605**

**Reeves Commercial Properties, LLC  
4840 East Shoal Creek Drive  
Lake Charles, LA 70605**

**Purchaser:** Louisiana Multimodal Terminals, LLC  
419 Alamo  
Lake Charles, LA 70601  
"Or it's Assigns"

**Total Acreage:** 416 Acres +/-  
See Attached Exhibit A

**Total Purchase Price:** \* \$4,200,000.00 Plus interest accrued at @ 3%, beginning July 1, 2016.  
\* Purchase Price to be funded as follows:  
a) \$1,300,000.00 Cash at Close from Purchaser.  
b) \$ 300,000.00 Cash from RDC Loan to purchaser at Close.  
c) Outstanding note balance plus accrued interest per Amended Forbearance and Settlement Agreement.

Seller and Purchaser acknowledge that it is the Purchasers intent to form Louisiana Multimodal Terminals, LLC as a Louisiana Limited Liability Company, within 10 days of execution of this agreement.

**Reeves Development Company, LLC Loan Repayment:** Purchaser agrees to repay the RDC purchasers loan within 5 years of the property close. Interest shall accrue at 2% per annum.

**Seller Provided Items:**

- 1) Bankruptcy Court Approval acceptable to Purchasers Title Attorney.
- 2) Any other information, in Sellers possession, related to the property purchase.

The seller agrees to cooperate with the purchaser regarding permitting and design issues related to the project. Seller will allow Purchaser to file applications for permits and approvals purchaser deems necessary for project execution.

**Taxes:** Taxes shall be paid by purchaser at close.

**Assignment:** Purchaser shall have the right to assign this contract to a new Special Purpose Entity, or any other entity or individual, either pre-existing or formed to acquire the property associated with this agreement.

**Indemnification:** Should the sale contemplated herein not close, through no fault of the Purchaser, Seller agrees to reimburse purchaser for any and all third party cost incurred by Purchaser in its efforts to close this transaction.

**Title:** Seller agrees to provide Purchaser with a court order approving this sale, acceptable to Purchaser's title attorney, on or before April 30, 2017.

**Deposit:** Within five working days of execution this agreement, purchaser agrees to deposit the funds set forth in the IBERIABANK Term Sheet, attached hereto.

**Real Estate Commissions:** Purchaser and Seller warrant to each other that they have dealt with no real estate broker about this sale.

**Other Terms and Conditions:** The terms and conditions found in the IBERIABANK Term Sheet are incorporated and made a part hereof.

I look forward to working with you to complete this transaction. If this proposal meets with your approval please indicate in the appointed space below.

Seller,

\_\_\_\_\_  
Charles Reeves, Jr.  
Manager, Reeves Development Company, LLC  
Date: \_\_\_\_\_

Acknowledged and agreed by

Purchasers:

---

Greg Richardson  
Manager, NGR Properties, LLC;  
DBA; Louisiana Multimodal terminals, LLC  
Date: \_\_\_\_\_

---

Michael Hankins  
Manager, Hankins Holdings, LLC  
DBA; Louisiana Multimodal Terminals, LLC  
Date: \_\_\_\_\_

## **Exhibit "2"**

### **MORTGAGES, LIENS AND ENCUMBRANCES**

1. Tax Lien in the amount of \$11,691.96 in favor of the State of Louisiana Department of Labor and against Reeves Development, LLC, recorded on March 2, 2004 under File No. 2663168 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
  
2. Tax Lien in the amount of \$41,938.62 in favor of the State of Louisiana Department of Revenue and against Reeves Development, LLC, recorded on March 15, 2004 under File No. 2664516 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
  
3. Tax Lien in the amount of \$167.76 in favor of the State of Louisiana Department of Labor and against Reeves Development, LLC, recorded on June 6, 2006 under File No. 2761804 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.

4. Mortgage Indebtedness Mortgage in favor of Cameron State Bank granted by Reeves Development, LLC, recorded on December 20, 2009 under File No. 2947288 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
5. Mortgage Indebtedness Mortgage in favor of Cameron State Bank granted by Reeves Commercial Properties, LLC, recorded on December 20, 2009 under File No. 2947290 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
6. Judgment in the principal amount of \$8,365.43 in favor of Arabie Transport, LLC and against Reeves Development, LLC, recorded on April 26, 2010 under File No. 2960095 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
7. Federal Tax Lien in the amount of \$482,705.71 in favor of the Internal Revenue Service and against Reeves Development, LLC, recorded on July 7, 2010 under 2969831 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
8. Tax Lien in the amount of \$15,890.20 in favor of State of Louisiana Workforce Commission and against Reeves Development, LLC, recorded on October 14, 2010 under File No. 2982215 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
9. Federal Tax Lien in the amount of \$125,155.10 in favor of the Internal Revenue Services and against Reeves Development, LLC, recorded on November 4, 2010 under File No. 2984390 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
10. Judgment in the principal amount of \$28,313.54 in favor of Standard Materials, LLC and against Reeves Development, LLC, and others, recorded on November 22, 2010 under File No. 2986950 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
11. Judgment in the principal amount of \$15,687.50 in favor of Thompson Drywall and Interiors, Inc. and against Reeves Development, LLC, recorded on November 30, 2010 under File No. 2987604 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
12. Abstract of Judgment in the principal amount of \$14,502.15 in favor of RSC Equipment Rental, Inc. and against Reeves Development, LLC, recorded on December 7, 2010 under File No. 2988409 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.

13. Default Judgment in the principal amount of \$14,502.15 in favor of RSC Equipment Rental, Inc. and against Reeves Development, LLC, recorded on December 7, 2010 under File No. 2988410 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
14. Judgment in the principal amount of \$ 6,100.00 in favor of Southwest Louisiana, Inc. against Reeves Development, recorded on February 22, 2011 under File No. 2997019 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
15. Tax Lien in the amount of \$192,863.22 in favor of the Louisiana Department of Revenue and against Reeves Development, LLC, recorded on August 1, 2011 under File No. 3016169 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
16. Abstract Judgment in the principal amount of \$12,328.97 in favor of Headwaters Construction Materials and against Reeves Development, LLC, and others, recorded on August 8, 2011 under File No. 3017137 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
17. Stipulated Judgment in the principal amount of \$3,500.00 in favor of Francis Simon and against Reeves Development, LLC, recorded on September 8, 2011 under File No. 3021294 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
18. Default Judgment in the principal amount of \$38,610.47 in favor of Calvary Air, Inc. and against Reeves Development, LLC, recorded on September 8, 2011 under File No. 3021296 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
19. Federal Tax Lien in the amount of \$14,400.00 in favor of the Internal Revenue Service and against Reeves Development, LLC, recorded on October 11, 2011 under File No. 3025420 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
20. Judgment in the principal amount of \$24,201.18 in favor of NES Equipment Services Corporation and against Reeves Development, LLC, recorded on October 18, 2011 under File No. 3026162 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
21. Default Judgment in the principal amount of \$6,452.20 in favor of Acme Brick Company against Reeves Development Company, and others, recorded on November 8, 2011 under File No. 3028622 of the records of Calcasieu Parish, Louisiana.

22. Judgment in the principal amount of \$32,987.89 in favor of Ahern Rentals, Inc. and against Reeves Development, LLC, and others, recorded on December 5, 2011 under File No. 3031645 of the records of Calcasieu Parish, Louisiana.
23. Tax Lien in the amount of \$32,583.00 in favor of the St. Charles Parish School Board and against Charles W. Reeves, Jr., individually and d/b/a Reeves Development, LLC, recorded on December 12, 2011 under File No. 3032377 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
24. Judgment in the principal amount of \$24,152.95 in favor of Sunbelt Rental, Inc. and against Reeves Development, LLC, and others, recorded on December 12, 2011 under File No. 3032477 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
25. Federal Tax Lien in the amount of \$28,358.18 in favor of the Internal Revenue Service and against Reeves Development, LLC, recorded on December 20, 2011 under File No. 3033402 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
26. Consent Judgment in the principal amount of \$34,042.60 in favor of Sunbelt Rentals, Inc. against Reeves Development, LLC, and others, recorded on December 27, 2011 under File No. 3034030 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
27. Judgment in the principal amount of \$19,300.55 and in the principal amount of \$23,358.87 in favor of John R. Pollock d/b/a Landscape Specialist and against Reeves Development, LLC, and others, recorded on January 18, 2012 under File No. 3036353 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
28. Judgment in the principal amount of \$30,142.62 in favor of United Rentals and against Reeves Development, LLC, recorded on February 29, 2012 under File No. 3040769 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
29. Judgment in the principal amount of \$11,169.00 in favor of S&S Sprinkler Company, LLC and against Reeves Development, LLC, and others, recorded on March 15, 2012 under File No. 3042632 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
30. Notice of Seizure (Tract 2) by Iberiabank and against Reeves Commercial Properties, LLC, et al., recorded on September 7, 2012 under File No. 3064378 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
31. Notice of Seizure (Tract 1) by Iberiabank and against Reeves Development, LLC, et al., recorded on September 7, 2012 under File No. 3064379 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.
32. Judgment in the principal amount of \$11,121.03 in favor of Bridgefield Casualty Co., against Reeves Development Company, LLC, recorded on June, 17, 2014 under File No. 3142711 of the records of the Clerk of Court of Calcasieu Parish, Louisiana.