

**CITY OF PASCAGOULA REVOCABLE RIGHT OF ENTRY**

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, and pursuant to that certain action taken by the Mayor and City Council of the City of Pascagoula, Mississippi, recorded in Minute Book \_\_\_\_\_ as found in the Office of the City Clerk, the “Grantor” or “City,”

**City of Pascagoula, Mississippi**, a municipal corporation,  
603 Watts Avenue  
Pascagoula, Mississippi 39567  
(228) 762-1020

does hereby give unto, “Grantee,”

**Bottom 2 Top Construction, LLC**, a Mississippi limited liability company,  
24111 Ryland Ridge Road  
Saucier, Mississippi 39574  
(228) 234-3739

permission, in the City’s sole discretion, to enter the property located at 2210 12<sup>th</sup> Street, Pascagoula, Mississippi, bearing Parcel ID No. 41451206.000, as described in detail in the attached Exhibit “A”, for the purposes of establishing and utilizing a lay-down yard in furtherance of performing a water system improvement project in the surrounding area (collectively hereinafter the “Authorized Activity”).

Grantee may not install any improvements on the property without the written consent of the City. Grantee shall maintain the subject property in good and safe condition. Grantee shall not obstruct the subject property for longer than is necessary to complete the Authorized Activity. At the conclusion of the Authorized Activity, Grantee shall restore the subject property to condition as good as or better than the subject property existed prior to commencement of the Authorized Activity, as determined in the City’s sole discretion.

The City and Grantee acknowledge that the authorization granted herein is terminable at the will of the City at any time and for any reason. The City names the City Manager as designee with authority to terminate this authorization. Grantee agrees to waive all claims for any damages related to termination of this agreement and/or removal of any items or improvements located on the Property, whether such removal

is effectuated by Grantor or Grantee. In the event the City terminates this authorization, Grantee shall return to the subject area to condition as good as or better than the subject area existed prior to commencement of the Authorized Activity, as determined in the City's sole discretion

In consideration of the City's approval of the Authorized Activity, and to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the City, its agents, and employees, and any other person or entity that the City is required to defend or indemnify, from and against any and all demands, claims, causes of action, liens, fines, penalties, losses, damages, costs, and expenses (including legal fees), of every kind and nature, regardless of whether in law or in equity, or whether nominal, actual, direct, indirect, consequential, special, punitive, or otherwise, arising out of, or related to, performance of the Authorized Activity by the Grantee, its employees, agents, volunteers, and/or contractors.

This agreement shall be governed and construed in accordance with Mississippi law, without regard to choice of law principles. In the event any litigation arises between the Grantor and Grantee in connection with this agreement, venue for such litigation shall lie exclusively in Jackson County, Mississippi, to the exclusion of all other venues. In the event litigation is initiated in relation to this agreement and the City is the prevailing party, the City shall be entitled to recover from me reasonable attorneys' fees and costs of court.

The signors below represent and warrant, on behalf of Grantor and Grantee, respectively, that they have the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this agreement. Said signors represent and warrant that they understand and accept, the terms, conditions, and risks of this agreement

For the considerations and purposes set forth herein, the below signors hereby warrant their authority to execute this agreement and set their hands and seal this \_\_\_\_ day of April, 2023.

*[Intentionally Left Blank]*

ON BEHALF OF GRANTOR:

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address

ON BEHALF OF GRANTEE:

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address