

*Prepared by and return to:*  
Michael R. Moore (MSB 104505)  
P.O. Drawer 1529  
Pascagoula, MS 39568-1529  
(228) 762-6631

INDEXING INSTRUCTIONS: Pt of Lot 27, Valentine Delmas Tract in 5-8-6

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

**LICENSE AGREEMENT FOR BALCONY AND STAIRWELL**

IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, including the mutual promises granted herein, the receipt and sufficiency of all 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 “Licensor” or “City,”

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

does hereby give unto, “Licensee,”

**Gulfport Personnel Services, LLC**, a Mississippi limited liability company,  
979 Tommy Munro Drive  
Biloxi, MS 39532  
(228) 990-7467

permission, in its sole discretion, to allow for construction and maintenance by Licensee of improvements on the property of the Licensor, which improvements shall be limited to the

construction and installation of a balcony in the City right-of-way on Delmas Avenue and a stairwell in the City right-of-way on the west side of the property. The final location of the balcony and stairwell must be approved by Licensor once it is staked. The balcony and stairwell must be installed so that pedestrian traffic is not obstructed. The description for the subject property is included in Exhibit "A," and a survey of the property and improvements is included in Exhibit "B." In granting this license, the City assumes no responsibility for or obligation to assist in the maintenance or repair of the improvements proposed to be constructed on the City's property. Licensee may not install any additional improvements without the written consent of Licensor.

The parties understand and agree that this license has been granted in order to allow Licensee to construct and install a balcony and stairwell on the property of the Licensor and may not be relied upon or used by any other business or third party. This license is terminable at the will of Licensor at any time and for any reason. Licensor names the City Manager as designee with authority to terminate the license.

Upon receiving notice that Licensor is terminating the license, Licensee agrees to remove any improvements in a timely manner at its own expense. Should the Licensee fail to remove the improvements in a timely manner, after being requested to do so, the Licensor may remove said improvements at the expense of the Licensee. Repair, replacement and/or reinstallation of said improvements shall be the sole expense of the Licensee. Licensor retains and reserves the authority to remove Licensee's improvements immediately and without notice in the event of an emergency. Licensee agrees to waive all claims for any damages related to termination of the license and/or removal of any facilities located on the premises, whether such removal is effectuated by Licensee or Licensor. Licensee also waives any claim for damages to its improvements caused by the Licensor's maintenance of the city's property adjacent to the subject balcony and stairwell, including any underground utilities that may exist in that area. The Licensee shall indemnify the Licensor for any necessary repairs performed to the underground utilities located under the balcony and stairwell or to the adjacent city street as a result of any damage caused by the Licensee's construction activities.

The terms and conditions of this license shall run as an encumbrance with the real property of the Licensee and shall be recorded in the land records for Jackson County, Mississippi. The terms and conditions of this license shall be applicable, binding, and in full force and effect as to the named Licensee, their heirs or assigns, and any other person or entity with any present or future interest in the improvements described above.

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF PASCAGOULA, MISSISSIPPI**

By: \_\_\_\_\_  
Steve Demetropoulos, Mayor

\_\_\_\_\_  
Attest  
Karen Kennedy, Clerk

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named, Steve Demetropoulos and Karen Kennedy, who acknowledged that they are respectively the Mayor and City Clerk of the City of Pascagoula, and that in such capacity for and on behalf of said municipality, and as their act and deed, signed the above and foregoing instrument, after first having been duly authorized to do so.

Given under my hand and official seal on this the \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

SIGNED FOR PURPOSES OF ACCEPTANCE  
BY LICENSEE:

Gulfport Personnel Services, LLC

\_\_\_\_\_  
By: Jason Poole, as member of Gulfport Personnel  
Services, LLC

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named, Jason Poole, member of Gulfport Personnel Services, LLC, a Mississippi limited liability company, that for and on behalf of said limited liability company and as the act and deed of said limited liability company he executed the above and foregoing instrument after having been duly authorized by said company as member of said limited liability company.

Given under my hand and official seal on this the \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

Part of Lot 27, Valentine Delmas Tract, Pascagoula, Jackson County, Mississippi, as recorded in Deed Book 2, Page 73, Office of the Chancery Clerk of Jackson County, Mississippi in Section 5, Township 8 South, Range 6 West, Jackson County, Mississippi, being more particularly described as follows: Commencing at the Northwest corner of Lot 27; thence South 82 degrees 30 minutes East along the North margin of Lot 27, 142.00 feet; thence South 82 degrees 30 minutes East along the North margin of Lot 27, 14.59 feet to the Point of Beginning, said point being on the north extension of the West line of a two story office building; thence South 82 degrees 30 minutes East along the North line of Lot 27, 35.41 feet; thence South 7 degrees 59 minutes 56 seconds West 100.00 feet to the South line of Lot 27; thence North 82 degrees 30 minutes West along the South line of Lot 27, 35.41 feet; thence North 7 degrees 59 minutes 56 seconds East to and along the West line of a two story office building 100.00 feet to the Point of Beginning. This being the same land as surveyed by Lewis Aldred, Jr., P.L.S., by survey dated August 19, 1995. This being further the same property as conveyed to Brumfield, Inc. by Warranty Deed dated July 12, 1990, recorded in Deed Book 961, Pages 69-70, and the Correction Warranty Deed to Brumfield's, Incorporated by Correction Warranty Deed dated August 17, 1995, recorded in Deed Book 1068, Pages 647-649, all in the Land Deed Records of Jackson County, Mississippi.

The Grantor herein also conveys all of its right, title and interest in and to the previous rights reserved by Vincent Moore, his heirs and assigns, in the Deed to the Urban Renewal Agency of the City of Pascagoula, Mississippi, granted by instrument dated May 19, 1975, recorded in Deed Book 532, Page 410, to use the property conveyed therein for the purpose of maintenance of the building located on the property described hereinabove together with the right to maintain the fire escape at its present location as long as the building is in existence; the location, use and maintenance of water lines, sewage, and power lines underlying the described property; and the right to place on said property any and all attachments to the building which might be necessary or useful in the conduct of the Grantor's business therein, provided that said attachments do not interfere in a material way with the utilization of the property that was conveyed to the Urban Renewal Agency of the City of Pascagoula, Mississippi.

EXHIBIT A

Description: Part of Lot 27, Valentine Delmas Tract, Pascagoula, Jackson County, Mississippi, as recorded in Deed Book 2, page 73, Office of Chancery Clerk, Jackson County Courthouse. and more particularly described as follows: Commencing at the Northwest corner of Lot 27; thence South 77 degrees 40 minutes East along the north line of Lot 27 and the south right-of-way of Delmas Avenue, 156.59 feet to the Point of Beginning; thence South 12 degrees 20 minutes West 100.00 feet to the south line of Lot 27; thence South 77 degrees 20 minutes East along the south line of Lot 27, 35.41 feet; thence North 12 degrees 20 minutes East 100.00 feet to the south right-of-way of Delmas Avenue; thence North 77 degrees 40 minutes West along the south right-of-way of Delmas Avenue 35.41 feet to the Point of Beginning. Being the same property described in Deed Book 1072, page 117 West

This property is located in Zone AE 13 according to Flood Insurance Rate Map #28059C 0431 G, Revised March 16, 2009.

Aldred Surveying Co.  
P.O. Box 2201  
Pascagoula, Ms. 39569  
228-762-7374  
A20247

*Lewis Aldred, Jr.*  
Lewis Aldred, Jr. P.L.S.  
October 28, 2020

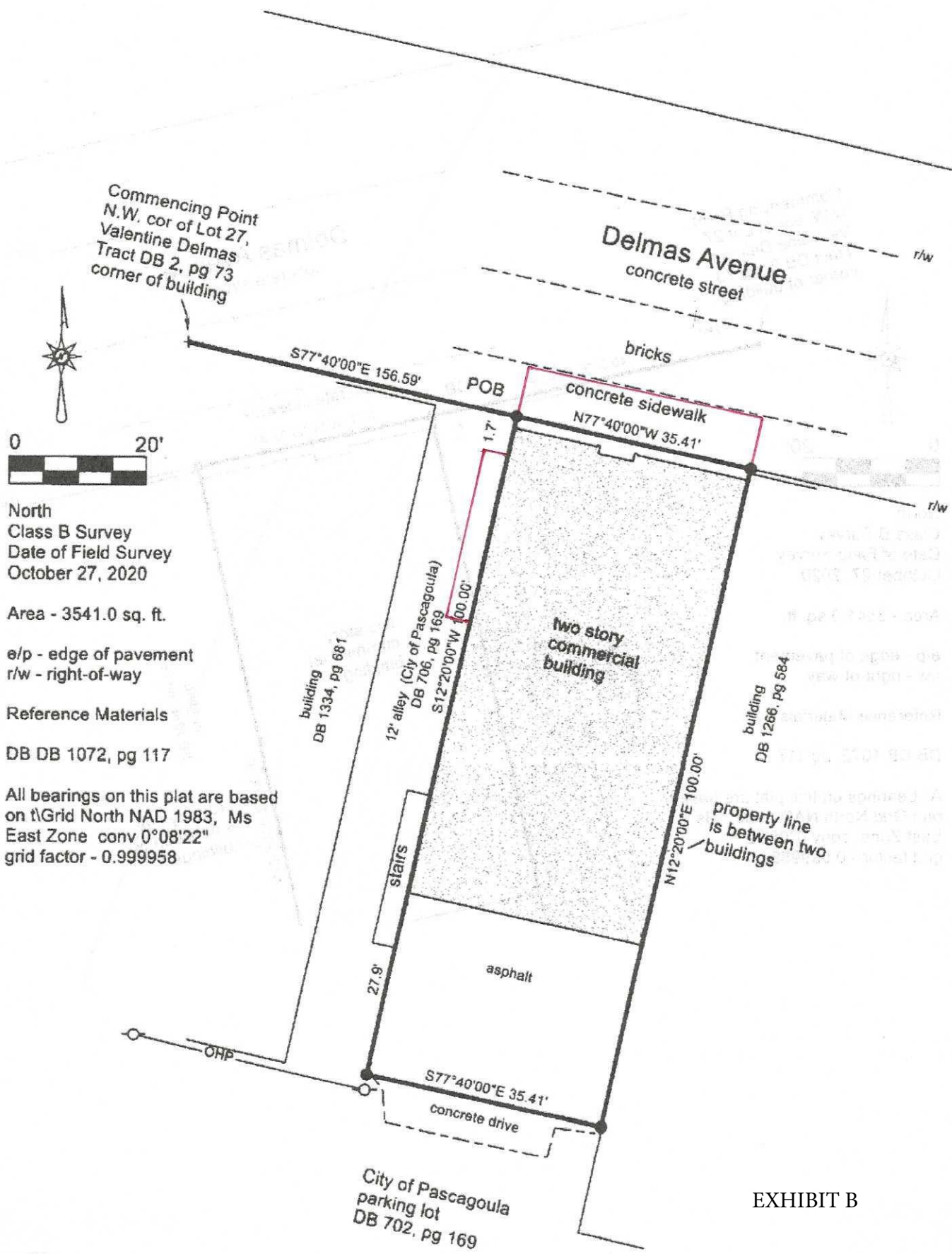
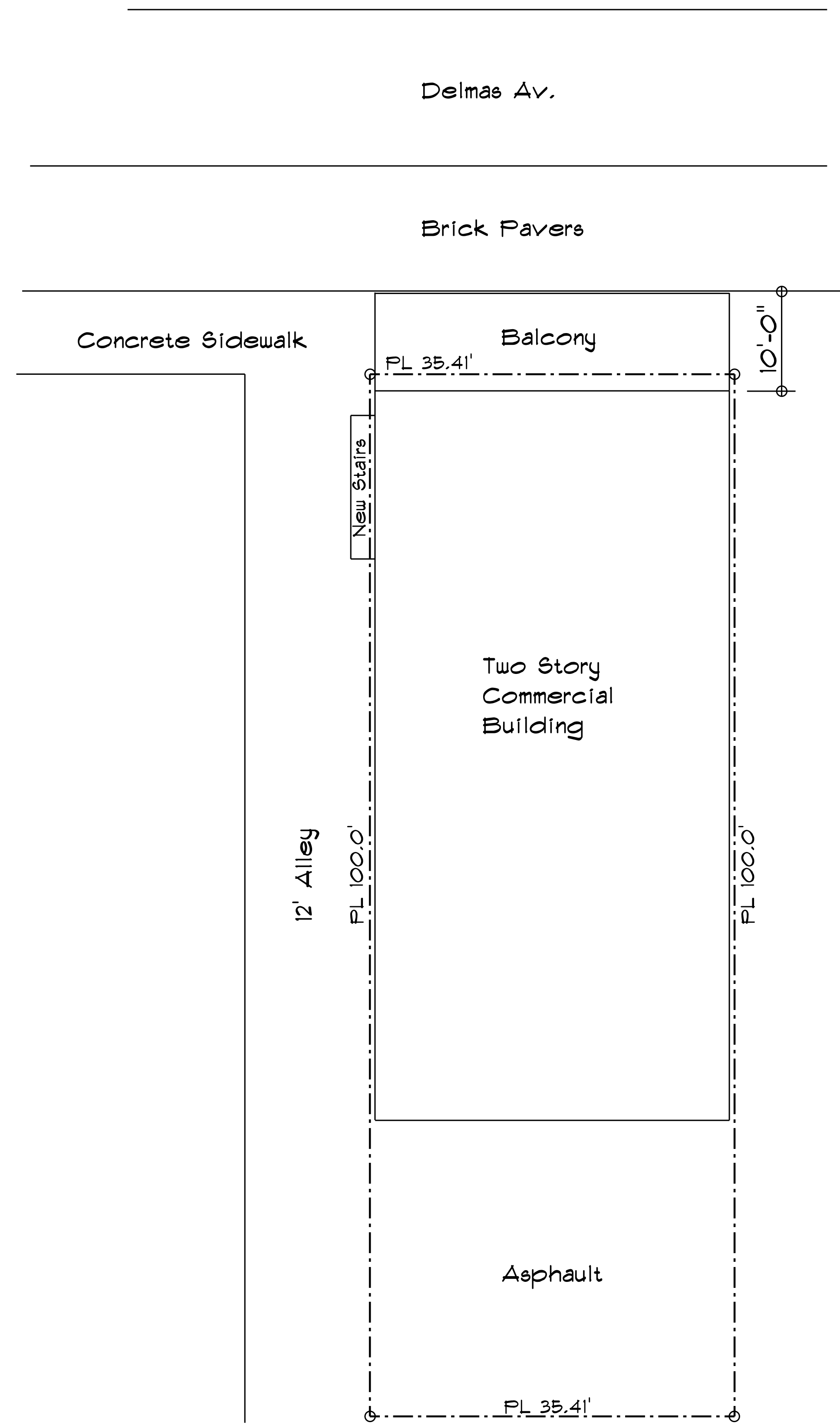


EXHIBIT B



**Note:**  
 CONTRACTOR VERIFY ALL DIMENSIONS,  
 CONDITIONS AND CODE COMPLIANCES,  
 AND ASSUME ALL RESPONSIBILITY THEREOF.  
 TOLLERANCES IN DIMENSIONS ON THIS  
 PLAN ARE WITHIN 1/2". CONTRACTOR WILL  
 COMPENSATE FOR DIMENSIONS LESS THAN 1/2".