

June 23, 2021

City of Pascagoula  
4015 14<sup>th</sup> Street  
Pascagoula, MS 39567

RE: Estabrook Residence – Request for ROW Vacation

To Whom It May Concern:

I am requesting the City Council vacate the public ROW described in the attached survey.

Sincerely,



David R. Estabrook  
Estabrook Properties. LLC.  
(Enclosure)

**HOLD HARMLESS AND CONSENT AGREEMENT**

I, Estabrook Properties  
(the "Requestor"), agree, swear, and affirm  
as follows:

**HOLD HARMLESS**

I acknowledge, stipulate, and accept the consequences and risks associated with the City of Pascagoula's (the "City") vacation of the western end of Grant Avenue (the "Requested Activity"). I agree, swear, and affirm to release and hold harmless the City for any and all loss, damage, injury, claim, or liability (including, without limitation, attorneys' fees) arising from performance of the Requested Activity.

**CONSENT AND WAIVER OF COMPENSATION**

I hereby consent to the City's vacation of the western end of Grant Avenue. I acknowledge, stipulate, and understand that pursuant to Mississippi Code Section 21-37-7, "[n]o street or alley or any portion thereof shall be closed or vacated, [ ] except upon due compensation being first made to the abutting landowners upon such street or alley for all damages sustained thereby." I hereby waive any entitlement or claim to such compensation and stipulate that no such damages are incurred or sustained as a result of the Requested Activity.

This Agreement shall be governed and construed in accordance with Mississippi law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Jackson County, Mississippi, to the exclusion of all other venues.

**REPRESENTATIONS AND WARRANTIES**

Requestor represents and warrants that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement. Requestor represents and warrants that it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendation of the City in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

**SO AGREED:**

Name: Estabrook Properties LLC  
David R. Estabrook  
Signature: [Signature]  
Member

Date: 6.23.21

**GOVERNING LAW AND VENUE**