

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,”

Patriot Services Group, Inc., a Florida corporation,
10151 Deerwood Park Boulevard, Bldg. 200, Suite 250
Jacksonville, Florida 32256
(904) 334-8638

permission, in the City’s sole discretion, to enter the properties located at PIDN 42020038.100, 42020037.000, 42020036.000, 42020035.000, and the City of Pascagoula’s right-of-way running east from Belair Street and lying generally between Bartlett Avenue to the north and Covent Avenue to the south (collectively hereinafter the “Property”) for the purposes of removing underbrush, trash, and debris; utilizing mulched underbrush debris to reduce regrowth; and creating a walking path (collectively hereinafter the “Authorized Activity”).

It is agreed by the City and Grantee that this agreement does not create an obligation on Grantee’s part to perform the Authorized Activity. In granting this authorization, 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. Grantee may not install any additional improvements without the written consent of the City. 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.

Upon receiving notice that Grantor is terminating this agreement, Grantee agrees to remove any improvements in a timely manner at its own expense. Should the Grantee fail to remove the improvements in a timely manner, after being requested to do so, the Grantor may remove said improvements at the expense of the Grantee. Repair, replacement, and/or reinstallation of said improvements shall be the sole expense of the Grantee. Grantor retains and reserves the authority to remove Grantee's improvements immediately and without notice in the event of an emergency. Grantee agrees to waive all claims for any damages related to termination of this agreement and/or removal of any improvements located on the Property, whether such removal is effectuated by Grantor or Grantee. Grantee also waives any claim for damages to its improvements caused by the Grantor's maintenance of the Property.

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, 2022.

ON BEHALF OF GRANTOR:

Name (Printed)

Signature

Telephone Number

Email Address

Mailing Address

ON BEHALF OF GRANTEE:

Frederick Wheat, as Authorized Signatory
Name (Printed)



Signature

(904) 334-8638
Telephone Number

10151 Deerwood Park Blvd., Bldg. 200, Suite 250

Rick.Wheat@PatriotServices.org
Email Address

Jacksonville, FL 32256
Mailing Address