

**CITY OF DIAMONDHEAD, MISSISSIPPI
TEMPORARY RIGHT OF ENTRY
TO PERFORM WORK**

The undersigned, Diamondhead Resort, LLC d/b/a Diamondhead Inn & Suites (hereafter “the Owner”), the owner of Parcel Number 1324-1-13-011.000 (hereafter “the Property”), located in Diamondhead, Mississippi 39525, hereby grants permission to the City of Diamondhead, Mississippi (hereafter “the City”), and its’ Contractor(s) to enter onto the Property during the period from Aug 5, 2015 until project completion, to perform road repair and improvements adjacent to the Property. The City represents and agrees that, immediately following the work performed that the City, through its’ Contractor(s), will remove from the property all debris, surplus materials and construction equipment used and leave the Property in the condition in which it was prior to the road repair and improvements, except for reasonable wear and tear.

The City of Diamondhead represents to the Owner that the City has in place, and will continue to maintain during the above-referenced period, a contract with its’ Contractor that provides for personal injury and property liability insurance, workers’ compensation insurance, medical benefits insurance and other insurance required and sufficient to cover any personal injuries or property damages or other loss of any type and description that may occur to any person(s) or any property as a result of the temporary right of entry to perform work on the Property and/or the performance of any work on the Property.

The City of Diamondhead does hereby irrevocably and unconditionally agree to hold harmless, defend, and indemnify Diamondhead Resort, LLC d/b/a Diamondhead Inn & Suites and its parent, subsidiaries, affiliates, successors, and its and their past, present, or future directors, officers, employees, representatives, shareholders, agents, counsel, fiduciaries, and its’ or their respective heirs, executors, successors, assigns, or administrators, from and against any and all claims, demands, damages, liens, losses, expenses, legal fees, actions or causes of action, lawsuits and/or appeals, of any kind and character which may arise as a result of or relating to the temporary right to perform work on the Property and/or the performance of work on the Property.

Entire Agreement. This Agreement supersedes all prior agreements and oral discussions and constitutes the entire agreement between the parties as to the matters contained herein and the Agreement shall not be modified in any respect except by an amendment in writing signed by all parties hereto.

Representation as to Authority to Act. The undersigned represent and warrant that they are duly empowered and authorized to execute this Agreement on behalf of their respective principals.

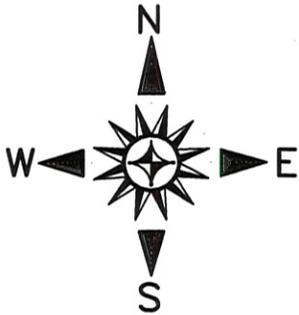
IN WITNESS WHEREOF the parties have caused this instrument to be executed as of July 30, 2015.

CITY OF DIAMONDHEAD

By: Clair Reed
Its: CITY MANAGER
Address: 15000 Diamondhead Circle, Diamondhead, MS 39525
Email: Creed@diamondhead.ms.us
Office Telephone: 228.222.4626

Diamondhead Resorts, LLC d/b/a Diamondhead Inn & Suites

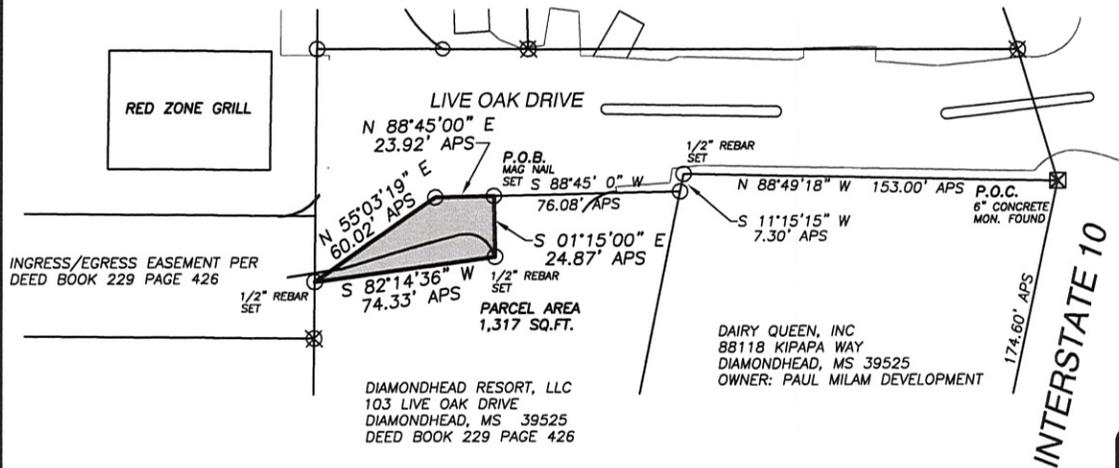
By: Roger E. Jones
Its: MANAGING MEMBER
Address: 103 LIVE OAK DR.
Email: jones.roger@live.com
Office Telephone: 228-255-1300



SCALE: 1" = 60'

LEGEND:

- ⊗ -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- A.P.S. --- AS PER SURVEY
- A.P.R. --- AS PER RECORD
- ⊘ -- POWER POLE



SURVEY DESCRIPTION:

Survey of a parcel of land situated and being located in a part of the John B. Ladner Claim of Section 13, Township 8 South, Range 14 West, Hancock County, Mississippi, and being more particularly described as follows:

Commencing at a 6" concrete monument found at the intersection of the west right-of-way of Interstate Highway 10 with the west right-of-way of Diamondhead Drive North, said monument also being the northeast corner of parcel leased to Diamondhead Dairy Queen, Inc., as per Deed Book BB59 at Page 655; thence N 88°49'18" W 153.00 feet to a 1/2" rebar set; thence S 11°15'15" W 7.30 feet to a 1/2" rebar set; thence S 88°45'00" W 76.08 feet to a mag nail set and also being the Point of Beginning; thence S 01°15'00" E 24.87 feet to a 1/2" rebar set; thence S 82°14'36" W 74.33 feet to a 1/2" rebar set; thence N 55°03'19" E 60.02 feet to a mag nail set; thence N 88°45'00" E 23.92 feet to the Point of Beginning. Said parcel of land contains 1,317 square feet, more or less.

Note: This Survey "Class B" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, July, 2005".

Note: Bearings are based on OPUS Observation on control points.

Note: This Survey does not reflect a title search by Seymour Engineering, nor should it be considered as such.

This is to CERTIFY that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

James C. Booth, Jr.

JAMES C. BOOTH, JR.
REGISTERED PROFESSIONAL
LAND
SURVEYOR
P.L.S. 2666

James C. Booth, Jr., P.L.S. #2666
July 22, 2015

SEYMOUR ENGINEERING

925 TOMMY MUNRO DRIVE, SUITE G PHONE: (228) 385-2350
BILOXI, MISSISSIPPI 39532 FAX: (228) 385-2353

SE

13-070.05