

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

The undersigned, Diamondhead Country Club & POA Inc. (hereafter “DPOA”), to the extent DPOA has ownership interest in Parcel Number 068J-1-41-362.000 (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 the date of this agreement until _____, to perform drainage and utility surveying and potentially construction and improvements 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 drainage and utility construction and improvements, except for reasonable wear and tear.

The City of Diamondhead represents to DPOA 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 DPOA 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 the _____ of _____, 2018.

CITY OF DIAMONDHEAD

By:
Its: City Manager

Address: 5000 Diamondhead Circle,
Diamondhead, MS 39525
Email: mreso@diamondhead.ms.gov
Telephone: 228.222.4626

Property Owner, Diamondhead Country Club & POA Inc.

By: Craig Harvey
Its: Vice President

Address: 7610 Country Club Circle
Diamondhead, MS 39525
Email: GM@dhpoa.org
tkoger@dhpoa.org
Telephone: (228) 255-1900