DEPARTMENT OF THE ARMY

EASEMENT FOR PIPELINE RIGHT OF WAY

LOCATED ON

VICKSBURG, MISSISSIPPI

WARREN COUNTY, MISSISSIPPI

THIS EASEMENT, made on behalf of the United States, between the THE SECRETARY OF THE ARMY acting by and through the duly warranted Real Estate Contracting Office (RECO), Real Estate Division, Vicksburg District, hereinafter referred to as the 'RECO', under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to CITY OF VICKSBURG, MISSISSIPPI, hereinafter referred to as the 'Grantee', an easement for an underground gas pipeline, located across Tract No. 203, in the W ½ of the SE ¼ and the SW ¼ of Section 33, Township 16 North, Range 4 East, in Warren County, Mississippi, containing 1.07 acres, more or less, hereinafter referred to as the 'Facilities', over, across, in, and upon lands of the United States as identified in red on Exhibit "A", hereinafter referred to as the 'Premises', and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is hereby granted for a term of twenty-five (25) years, **beginning**1 November 2025 and ending 31 October 2050.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation, and maintenance of the underground pipeline on the premises for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. ADMINISTRATIVE AND MONITORING EXPENSES

This easement is subject to the right of the United States to collect funds necessary to cover the issuance, administrative, and monitoring expenses from the grantee under the authority of 10 U. S. C. § 2695; theses expenses may include future modifications, alterations, expansions, renovations, operational changes, or other



events involving the Facilities which would result in additional expense to the Government in fulfillment of its oversight responsibilities under this easement.

4. NOTICES

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All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to City of Vicksburg, Mississippi, Attention:

Mr. Willis Thompson, Mayor, City of Vicksburg, Mississippi, 1401 Walnut Street,
Vicksburg, Mississippi 39180-0150; and if to the RECO, to the Real Estate Division,
Real Estate Contracting Officer, Attention: Chief, Real Estate Division, 4155 East
Clay Street, Vicksburg, Mississippi 39183-3435, or as may from time to time
otherwise be directed by the parties. Notice shall be deemed to have been duly given if
and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid,
and deposited, postage prepaid, in a post office regularly maintained by the United
States Postal Service.

5. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Real Estate Contracting Officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees, and their duly authorized representatives.

6. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER (RECO)

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the RECO. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of the RECO. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as the RECO prescribes in writing from time to time.

7. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county, and municipal laws, ordinances, and regulations wherein the premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB'S).

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

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9. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by the RECO to repair any such defects.

10. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the RECO, or at the election of the RECO, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to the RECO.

11. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber, or other material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

12. TRANSFERS AND ASSIGNMENTS

Without prior written approval by the RECO, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege, or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors, and assigns of the Grantee.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of the RECO, interfere with the use of the premises by the Grantee.

14. REQUIRED SERVICES

The Grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable, but which shall never exceed the most favorable rates granted by the Grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by the RECO. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

16. TERMINATION

This easement may be terminated by the RECO upon 30 days written notice to the Grantee if the RECO shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the RECO for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to the RECO, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by the RECO.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate, or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate, or local governmental agency are hereby made a condition of this easement.

The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

- b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from the RECO before any pesticides or herbicides are applied to the premises.
- c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

19. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) Report may be required by the RECO upon expiration, revocation, or termination of this easement to assess and document the environmental condition of the property at that time, if the need is warranted. This report/assessment will assist in determining any environmental remediation requirements that would need to be completed by the Grantee. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION.**

20. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the RECO and protect the site and the material from further disturbance until the RECO gives clearance to proceed.

21. NON-DISCRIMINATION

- a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion.
- b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

22. RESTORATION

On or before the expiration, termination, or revocation of this easement, the Grantee shall, without expense to the United States, and within such time as the RECO may indicate, remove said facilities and restore the premises to the satisfaction of the RECO. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10.

24. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the Outgrant.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

- (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.
- (2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.
- (3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

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- c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.
- d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.
- f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

- (1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:
 - (i) Name, address, and Social Security number of each employee;
 - (ii) The employee's occupation(s) or classification(s);

- (iii) The rate or rates of wages paid (including all pay and benefits provided);
 - (iv) The number of daily and weekly hours worked;
 - (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
 - (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual

of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

- (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.
- (3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph(1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.
- (4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

- (5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.
- h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.
 - i. Certification of Eligibility.
- (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, http://www.SAM.gov.
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
 - j. Interference/Discrimination.
- (1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.
- (2) A contractor may not discharge or in any other manner discriminate against any employee for:

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- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.
- k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.
- I. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

25. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by federal, state, interstate, or local statute in connection with use of the premises.

CONTRACT NO. DACW38-2-26-1

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662 as amended.
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this day of, 2025.
SECRETARY OF THE ARMY
By: Cody Barfield Chief, Management and Disposal Branch Real Estate Division Real Estate Contracting Officer
THIS EASEMENT is also executed by the Grantee this day of, 2025.
CITY OF VICKSBURG MISSISSIPPI
By: Willis Thompson, Mayor

day of

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF WARREN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Willis Thompson, who acknowledged that he is the Mayor of the City of Vicksburg, State of Mississippi, and that in said representative capacity he executed the above and foregoing Department of Army Easement for Pipeline Right-of-Way, on the date therein stated and for the purposes therein mentioned, for and on behalf of the City of Vicksburg, State of Mississippi, after first having been duly authorized to so do.

, 2025.	
(SEAL)	
	NOTARY PUBLIC
My Commission Expires:	

GIVEN UNDER MY HAND AND OFFICIAL SEAL this

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF WARREN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, within my jurisdiction, the within named Cody Barfield, who acknowledged that he is the duly warranted Real Estate Contracting Officer, Chief of Management and Disposal Branch of the Vicksburg District, U.S. Army Corps of Engineers, and that in said capacity he executed the above and foregoing Department of Army Easement for Pipeline Right-of-Way by authority of the Secretary of the Army for the purposes therein expressed and as the act and deed of the United States of America.

GIVEN UNDER MY HA	ND AND SEAL, this of	
:	, 2025.	
(SEAL)		
	NOTARY PUBLIC	
My Commission Expires:		

CERTIFICATE OF AUTHORITY

I,, certify that I am the
of the City of Vicksburg, State of Mississippi, that Willis Thompson, who signed the
foregoing instrument on behalf of the City was then Mayor of said City. I further certify
hat the Mayor was acting within the scope of the powers delegated to him by the
governing body of the City in executing said instrument.
Date Willis Thompson, Mayor

