

SOTERRA LLC
MASTER RIGHT-OF-ENTRY PERMIT

This Permit and Agreement is entered by the **City of Vicksburg, MS** ("Permittee"), 1401 Walnut Street, Vicksburg, MS 39181 (Telephone 601-631-2983) and **SOTERRA LLC, a Delaware limited liability company** ("Permitter"), P. O. Box 18, Jackson, Mississippi 39205 (Telephone 601-933-0088).

Permitter is the owner of certain lands located along North Washington Street, in Vicksburg, Warren County, Mississippi, ("Subject Property").

Section 37, T17N, R4E, Warren County, MS

See attached map/aerial photos (6)

Permittee desires to enter and cross the Subject Property for the purpose of gaining access to and cleaning out various box culverts/ditches/drainage-ways located on the Subject Property. Access to the Subject Property will be via North Washington Street.

To the extent that the Permitter has legal rights and interests in the Subject Property, the Permitter grants permission to Permittee to enter the Subject Property identified in Exhibit "A"; for the purposes of this Permit, the Permitter grants permission to the Permittee to utilize existing access roadways for ingress and egress to the location of the switch. This permit is granted under the following conditions:

1. **Permit of Entry:** Permitter hereby grants Permittee, its agents, employees, and contractors, access to the Subject Property for the purpose of conducting the above-mentioned activity. The Permittee, its agents, employees, and contractors, will carry a copy of this Permit at all times when on the Subject Property;
2. **Term:** This Permit shall expire October 31, 2016. Permitter's rights specified in paragraphs three (3) through six (6) (excluding Section 6 – F) below shall survive any termination of the Permit;
3. **Assumption of Risk:** Permittee agrees, by accepting and signing this Permit, to accept and assume all risk arising directly or indirectly out of the entry by Permittee or its agents on the Subject Property and access roads of Permitter and on other Permitter properties. Permittee agrees that Permitter, its officers, employees, and agents, shall have no duty of care to keep the Subject Property or access roads safe for entry or use. Permittee agrees that Permitter does not, by granting this Permit, assume responsibility for or incur liability for any injury, death, or loss to any person or property arising out of the activities of Permittee, its agents, employees, and contractors, on the Subject Property, access roads, or other Permitter properties;
4. **Indemnity:** Permittee agrees to indemnify, save, and hold Permitter harmless from any loss, cost, liability, or damage arising directly or indirectly out of entry by Permittee and its employees

~~and agents~~ on the Subject Property, access roads, and other Permittor properties, and the collection and publication of any data, which Permittee is permitted to collect. Permittee ~~expressly waives immunity from liability under workers compensation laws and~~ shall indemnify Permittor from claims or injuries to any of Permittee's employees arising from activities performed in connection with this Permit. Furthermore, it is understood and agreed that Permittee liability is limited to damages or injuries resulting from actions of commission or omission of Permittee and its employees, ~~agents, and/or contractors~~ on the Subject Properties, and the Permittee shall have no liability for damages or injuries directly resulting from the negligence or willful actions of third parties, the Permittor, or the Permittor's employees or agents;

5. Non-assignment: Neither this Permit nor any rights hereunder shall be assigned by Permittee without the prior written consent of Permittor, which consent shall not be unreasonably withheld;
6. Damages: Permittee shall exercise reasonable diligence and care in conducting its activities so that a minimum of damage is done to said lands and/or to any timber, crops, roads, bridges, ditches, culverts, and fences located thereon. Permittee shall account to the Permittor for the reasonable value of any and all excessive loss of or damage to said lands, and any timber (per item below) or crops thereon or improvements thereto caused by its operations hereunder. In an effort to mitigate any such damage, Permittee, at its own expense, agrees:
 - A. To remove from said lands all trash, equipment, fuel cans, and debris of every kind (Permittee is allowed to leave survey flagging and/or markers as might be reasonably necessary for the Permittee's intended purpose);
 - B. To repair and smooth over ruts cut into said lands by filling same with sand, clay, gravel, or similar material, and returning said lands, as nearly as is practical, to their original condition;
 - C. To return all roads, bridges, ditches, culverts, fences, and gates to, at a minimum, a condition at least as good as the condition(s) which existed prior to the activities of the Permittee;
 - D. To limit its operations in periods of wet weather; and,
 - E. **TIMBER DAMAGES:** It is understood that the consideration mentioned above does not include damages for trees. However, Permittee agrees to pay Permittor, in addition to any and all other sums and payments provided hereunder, for all damages to the trees and timber located thereon, (in accordance with the schedule below) as estimated and determined by Permittee's forester, arising out of or in any way connecting with anything done or suffered to be done hereunder by Permittee, its agents, servants, employees, representatives or contractors, and Permittee agrees to pay Permittor for all damages determined by Permittor upon being billed therefore. Tree damages will be computed as follows:

For Pine Per Tree		For Hardwood Per Tree		Premerchantable Plantation	
Stump Diameter	Amount	Stump Diameter	Amount	1 Year Old	\$500/Acre
4" to 11"	\$50.00	4" to 11"	\$40.00	2 Year Old	\$550/Acre
12" to 17"	\$225.00	12" to 17"	\$200.00	3 Year Old	\$600/Acre
18" and up	\$450.00	18" and up	\$300.00	4 Year Old	\$650/Acre

7. Notification: At least twenty four (24) hours prior to entering the Subject Property, Permittee will notify Permitter's representative (Mr. Bill White, phone 601-613-1129, email bill.white@greif.com for the purpose of specifying a proposed schedule of activities and allowing Permitter the opportunity to inspect and/or observe the Permittee's activities.
8. Contact: Permittee's designated contact is identified as Nancy D. Thomas, phone 601-631-2983, email nancyt@vicksburg.org.
9. Binding Agreement: This Agreement shall be binding on the Permittee and Permitter, their respective successors and assigns.
10. Fax and/or Digital Copy: This Permit may be executed in counterparts by the parties hereto, and such execution will be effective as to the party so executing regardless of whether both parties have executed the same signature page, with the parties further acknowledging facsimile or digitally reproduced signatures are deemed originals.
11. Permittee agrees to carry all necessary and required workmen's compensation, liability, and other insurance; to pay social security, withholding, and all other taxes, on workmen required by law and to hold Permitter harmless for breach of the foregoing obligation. Permittee at its expense shall at all times during the term of this Agreement maintain comprehensive general public liability insurance issued by and binding upon a solvent insurance company licensed, qualified and admitted to do business in the State of Mississippi for the protection of Permitter and Permittee insuring against liability for bodily injury and other injury to, or death of, a person or persons and for damage to, or destruction of, property occasioned by or arising out of, or in connection with, Permittee's operations on the Property. **Evidence of General Liability Insurance must be presented to Permitter prior to entry to Subject Property.**

This Master Right-of-Entry/Surface Use Permit is considered effective as of the date signed by both the Permitter and the Permittee.

SOTERRA LLC

By: _____

William S. White, Manager of Property Administration

Date: _____

CITY OF VICKSBURG, MS

By: _____

Name: (print) _____

Title: _____

Date: _____

John & Sara Holland
482/346 6-14-1971
1150-466,469
 $\frac{4}{55.19 \text{ Ac}^c}$

55 Ac^c

$\frac{4}{4.5 \text{ Ac.}}$

Culvert Location #3

Culvert Location #2

COOK-SPRING
BAPTIST CH.

$\frac{15}{1.4 \text{ Ac}^c}$

$\frac{16}{4.6 \text{ Ac}^c}$

$\frac{17}{1.6 \text{ Ac}^c}$

$\frac{15}{49.5 \text{ Ac}^c}$

$\frac{5.1}{42.2 \text{ Ac}^c}$

8

I.C.G.R.R.

$\frac{15.1}{91.48 \text{ Ac}^c}$

38

Culvert Location #1

Churchside Baptist Church - 11
430-135, 505-541, 625-502

$\frac{1}{26 \text{ Ac}^c}$

George Hunter III & E. Arnold
450/10 10-22-1968

$\frac{14}{3.2 \text{ Ac}^c}$

$\frac{12}{5.3 \text{ Ac}^c}$

$\frac{13}{2 \text{ Ac}^c}$

Ben & Anice Davis
1142-3210 to 13-98

Smith Hill Rd.

VICKSBURG CITY LIMITS

38

36

1



City of Vicksburg

North Washington Street
Culvert Clean-Out Project

Box Culvert Clean-Out Project North Washington Street



City of Vicksburg
01 August 2016

Culvert Location #3

Culvert Location #2

Culvert Location #1

N Washington St

Thompson Lake Rd



City of Vicksburg

North Washington Street
Culvert Clean-Out Project

1000 ft





30' X 150' Access area
for ditch clean-out

Box Culvert 1



City of Vicksburg

North Washington Street
Culvert Clean-Out Project



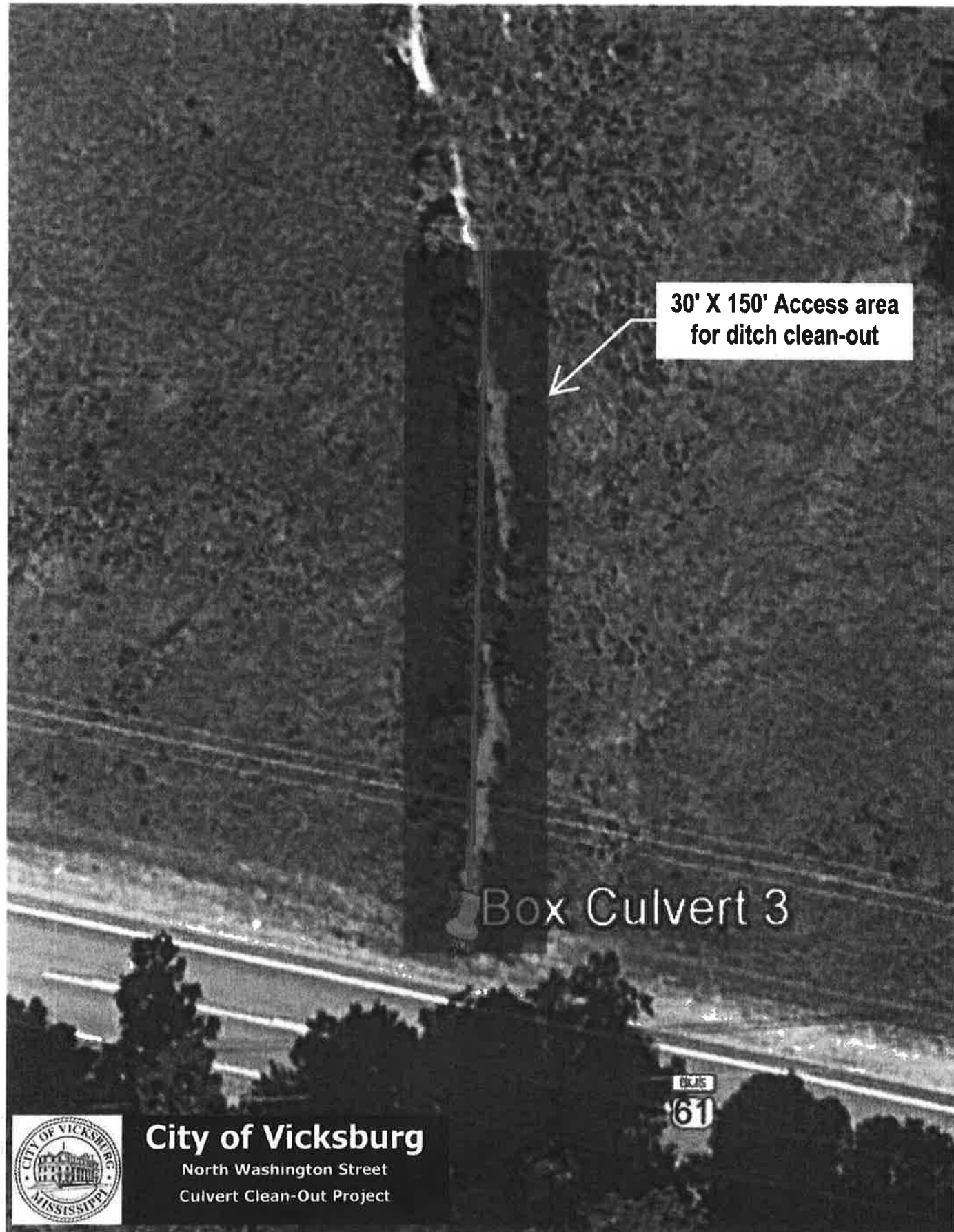
**30' X 150' Access area
for ditch clean-out**

Box Culvert 2



City of Vicksburg

North Washington Street
Culvert Clean-Out Project



30' X 150' Access area
for ditch clean-out

Box Culvert 3



City of Vicksburg

North Washington Street
Culvert Clean-Out Project



Owner of property for all 3 Box Culverts and Ditches



Delta Computer Systems, Inc.

Property Appraisal Link WARREN COUNTY, MS

Current Date 8/ 2/2016

Tax Year 2015

APPRAISAL INQUIRY

PARCEL 071 37 9999 001500 ALT PARCEL NUMBER 75K080037001500
 PPIN 017053 SKETCH 1 VIEW 01 VIEW 02 VIEW 03 Tax Map
 OWNER NAME SOTERRA LLC
 OWNER ADDRESS P O BOX 18
 JACKSON MS 392050018
 PROPERTY ADDRESS 5220 N WASHINGTON ST
 PROPERTY IS VACANT (Y/N) N
 FIELD WORK BY BL DATE: 12/ 9/2009
 CLASSIFIED BY BL DATE: 12/ 9/2009
 REVIEWED BY AJB DATE: 1/25/2010
 REALTOR CODE

LEGAL DESCRIPTION

1 PT SEC 37 E OF RR & PT SEC 29 E OF
 2 RR

Section 37 Township 17 Range 04

Book 542 Page 7 Type Date 10/15/1975
 Book 542 Page 10 Type Date //0000
 Book 542 Page 5 Type Date 5/15/1962
 Book 650 Page 168 Type Date //0000
 Book 540 Page 600 Type Date //0000

LOT INFORMATION

LOT CODE LOT SIZE LOT VALUE

CODE FRONT FT DEPTH PRICE DEPTH TABLE DEPTH % ADJ. % DESCRIPTION ADJ PRICE APPRAISED CLASS
 *** NO LOT INFO ***

ACRE INFORMATION

ACRES	TYPE	QUAL	CLASS	PRICE	CODE	UNCULTIVATED	CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
4.00	M	1	2		C			7000.00	1.00		28000	28000
34.32	2	2	U		C			672.00	1.00		23060	
2.81	5	2	U		C			125.00	1.00		350	
8.03	A	2	U		U			240.00	1.00		1930	
.34	C	2	U		U			92.00	1.00		30	



City of Vicksburg

North Washington Street
 Culvert Clean-Out Project