

ENCROACHMENT PERMIT

This agreement is made by and between The Mayor and Alderman of the City of Vicksburg, Mississippi, hereinafter "City", and Joseph M. Bonelli, Sr., and Campbell Development Corporation, a Mississippi corporation, hereinafter "Permittee" and the parties agree as follows:

1. The Permittee is owner of certain property located at 3434 Wisconsin Avenue within the City of Vicksburg, more particularly described in the attached deed filed in book 920 at page 70 of the Warren County, MS Land Records.
2. City is the owner of Public Right of Way, namely Wisconsin Avenue, which is adjacent to the property.
3. Permittee has had a survey performed of his property and ascertained that the fence and concrete driveways on the property encroach upon the City's right of way approximately 25 feet. The survey attached dated 1-29-2018 shows the extent of the encroachments.
4. This encroachment permit is granted subject to the existing rights of the City to use the public right of way for roadway, utility, drainage and similar purposes.
5. This permit shall be revocable by City at any time it needs use of the right of way. City will give Permittee ninety (90) days notice to remove the encroachments.
6. Permittee shall not increase the encroachment by further construction on the right of way and must maintain the fence and driveways in a condition that will not endanger the right of way or public. If at any time the City deems the encroachments to be a hazard to the public, City may immediately remove or repair the encroachments without notice to the Permittee. Any costs of removal or repair of the encroachments will be charged to the Permittee.
7. Permittee shall not change the grade of the right of way or place any other permanent facility within the right of way.
8. Permittee agrees to release, defend, indemnify, and hold City harmless from and against any liability, loss, cause of action, penalty, fine, cost (including, but not limited, to attorneys' fees) or any other claims by any person arising out of or in any way incident to the presence or use of the encroachments on the right of way, for bodily injury or property damage or any other loss.
9. The terms and conditions of this permit shall be applicable to Permittee and to his successors and assigns.
10. Each portion of this Agreement is intended to be severable. If any term or provision is deemed invalid for any reason, such invalidity shall not affect the validity of the remainder of this agreement.
11. All notices required herein shall be given in writing to the addresses below. It is incumbent on Permittee, successors and assigns, to notify City if property is sold and to provide updated contact information to the City Clerk.

12. Permittee agrees to pay the filing fee for recording of this permit in the Warren County, MS Land Records.

The above terms are agreed to and accepted this the _____ day March, 2018.

Permittee: City of Vicksburg, Mississippi

Joseph M. Bonelli, Sr.

403 Silver Creek Dr.

Vicksburg, MS 39180

(601)636-9227

George Flaggs, Jr., Mayor

Attest: _____

Walter Osborne, Jr., City Clerk

Campbell Development Corporation

By: Paul Campbell, President

3532 Manor Dr., Suite 1

Vicksburg, MS 39180

(601)634-8255

STATE OF MISSISSIPPI

COUNTY OF WARREN

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, 2018, within my jurisdiction, the within named Joseph M. Bonelli, Sr., who acknowledged that he executed, signed and delivered the above and foregoing instrument on the day and year therein set forth.

Notary Public

STATE OF MISSISSIPPI

COUNTY OF WARREN

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, 2018, within my jurisdiction, Paul Campbell who is the President of Campbell Development Corporation, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the day and year therein set forth after having been duly authorized.

Notary Public

STATE OF MISSISSIPPI

COUNTY OF WARREN

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, 2018, within my jurisdiction, George Flaggs, Jr., who is the Mayor of the City of Vicksburg, Mississippi, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the day and year therein set forth after having been duly authorized.

Notary Public