

Grantor:

Kim S Zimmerman
2397 Coelho Way
Diamondhead, MS 39525
(228) 216-3532

Grantee:

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
(228) 222-4626

Prepared by and Return to:

Derek R. Cusick, Esq.
Cusick & Williams, PLLC
Post Office Box 4008
Gulfport, MS 39502
(228) 324-2652

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

INDEXING INSTRUCTIONS:

**Part of Lot 81, Glen Eagle at
Diamondhead, Phase 1, City of
Diamondhead, Hancock County,
Mississippi**

TITLE NOT EXAMINED

RIGHT OF ENTRY AND PERMANENT DRAINAGE/UTILITY EASEMENTS

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, KIM S. ZIMMERMAN, the owner of the property listed above, hereby grants a Right of Entry and a Permanent Drainage/Utility Easements

to CITY OF DIAMONDHEAD, MISSISSIPPI from the public right of way to the drainage/utility easements located on this property for maintenance of said drainage/utility easements. The Permanent Drainage/Utility Easements shall be described as follows:

See attached survey and legal description thereto incorporated herein by reference as Exhibit "A".

I also hereby further grant a Right of Entry for the property to CITY OF DIAMONDHEAD, MISSISSIPPI, its agents or assigns, for the construction and maintenance of said easements.

I hereby further agree not to construct, plant or place anything within the Permanent Drainage/utility Easements that will interfere with the CITY OF DIAMONDHEAD, MISSISSIPPI'S subservient rights. This Permanent Drainage/Utility Easements shall be limited to and for the exclusive use of CITY OF DIAMONDHEAD, MISSISSIPPI, its agents or assigns, for its drainage and utility needs.

I hereby further agree to hold harmless CITY OF DIAMONDHEAD, MISSISSIPPI, along with its project engineers, project administrators and all other employees, agents, servants, successors and assigns of the CITY OF DIAMONDHEAD, MISSISSIPPI, for any and all claims, demands, suits and losses of any nature whatsoever which may result from or be claimed to have resulted from the construction and maintenance of the drainage easements including, but not limited to, personal injury, death, damage to buildings, fixtures and appurtenances, as well as hidden damage to property including trees, shrubs, sod, bushes or any vegetation, lost wages, attorney's fees and any other loss or damage whatsoever.

It is further acknowledged that the drafter of this instrument performed no title search prior to preparing this instrument.

WITNESS my signature on this the ____ day of _____, 2026.

KIM S. ZIMMERMAN

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named _____ who acknowledged that she signed, executed, and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of the office this the ____ day of _____ 2026.

NOTARY PUBLIC

My Commission Expires:

(SEAL)