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EASEMENT AND WATER USERS AGREEPENT

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ited the "District", and THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politicant the State of Hississippi, hereinafter called the hereinafter ∢ • 4

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

for Kings Clauch

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The USER agrees to grant to the DISTRICT, its gucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtement facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. To service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT. and imposed by the DISTRICT.

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The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event, the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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among the various USERS on such basis as is deemed equitable by the Board of Commissioners, "and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or pro-hibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of. the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes." that its

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and appearantial damages to the DISTRICT and it forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages. c. ..

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will he subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes pecassary for the DISTRICT to shut off the water from a USER's property, a fee necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this Agreement on this the day BYDDD Ac raw of a set sheer t To the state of th then the state of the state of

redr you four outry function: finish Lan account Had. T. 1823 off square reduction of the square sounds of finish of the country presence, this day of finish the country of the country to the country of the country o presence, this property of the presence, this presence, this property of the presence, this presence are presented as a notary public want for the presence are presented as a presence of the presence are presented as a pre

WILLOWS COUNTY STATE OF MISSISSIPPI, County of Madison:

I. Billy V. Gooper, Clork of the Chancery Court of said County, certify that the within instrument was filed

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1. Billy V. Gooper, Clork of the Chancery Court of the Chancery Cour STATE OF MISSISSIPPI, County of Madison:

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RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along the Scient side of the State 2 Resident
the <u>Note(4)</u> side of the <u>sector</u>
SEKSWK + SWK SWKY
Section 20, Township 0, 17 North,
Range ZE East, 11-77750-K
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 3 day of 777ay 1979.
Blacke Cack Butchart
TERMINIST CO.
SADO Loo Maullen
Way (Car) Course
Subscribed and sworp to before me in my
presence, this 3 day of 7007 1979, a Notary Public in and for the
County of Miles sate of Miss. ED Do Los Maulles
(signature) Notary Public
My commission expires 5 7 1 1977.
STATE OF MISSISSIPPL County of Madison:
STATE OF MISSISSIPP! County of Madison: STATE OF MISSISSIPP! County of Mississipping of
was duly recorded on the day of
my office. Witness my hand and seal of office, this the
N Mard A. D.C.

EASEMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG MACK WATER DISTRICT, a body politic of the State, of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER". asc

WITNESSETH:

٠٠٠٠ WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

SEKONWKO Sec 7. Trogri R3E. SEKO SEG. Sec 8 Trogri R3E.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtement facilities, together with the right to utilize and remove water pipelines and appurtement facilities, together with the right to utilize and remove water pipelines and appurtement facilities, together with the right to utilize and remove water pipelines and appurtement facilities, together with the right to utilize and remove water pipelines and appurtement facilities, together with the right to utilize and remove described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, megulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, for which may be hereafter adopted and imposed by the DISTRICT.

The METALLER CONTROL TO THE ACCOUNT OF THE ACCOUNT OF

The USER agrees to pay a doposit in the amount of \$\frac{1}{2}\$. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter. a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto covering use of water for garden purposes by particular osers and require admerance thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-cornections in his system. present or future cross-connections in his system.

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In the event the USER shall breach, this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. IN WITNESS WHEREOF, we have executed this Agreement on this the 1971. BIG BLACK WATER DISTRICT WITNESS: ISER STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, All Gold did sign and deliver the above and foregoing instrument who acknowledged to me that <u>the</u> did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated. GIVEN UNDER MY HAND and official seal on this the day of _((SEAL) MY COMMISSION EXPIRES: Ç STATE OF MISSISSIPPI COUNTY OF MADISON 43.5 PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County in named within named a subscribing witness to the foregoing instrument, who being first duly sworn, deposeth and saith that saw the within
named going instrument, who being first duly sworn, deposeth and saith that _____saw the within named _____whose name(s) is subscribed theret sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the day and year homin monthmed day and year herein mentioned.

STATE OF MISSISSIPPF/County of Madison:

EASEMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DITTRICT", and Manual Colombia (Manual Tolombia) hereinafter

witnesseth: **

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3 - motor 2 at trailer 1- at 25 tree.

across roal

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SEL SIL Sec 28 TO TO OF IE

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IN WITNESS WHEREOF, we have executed this Agreement on this the ... BIG BLACK WATER DISTRICT Verin Oh The second of th USER : USER-Longer to the old the bix of a control of a bix. re Labba Ab Am Subscribed and sworn to before me in my presence, this Day of Trul

19 A Notary Public in and for the County of Machine State of Market Public in St

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk
By J. Wright D. C.

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EASEMENT AND
WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT a body tic of the state of Mississippi, hereinafter, called the "DISTRICT" mind to "USER".

Clinical Contents of Mississippi, hereinafter to "USER".

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The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described preparty:

following described property:

Thouse south Thomas Cafe

Who welly See 7 To low R3F

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of May . 19 J. BIG BLACK WATER DISTRICT .<u>.</u> .i 272: or bom t.: ... The expensions of the first of the second of USER + sil la rockangsvordn ATTACOT EL subscribed and sworn to before me in my first of this 23 day of May 13 to 1 min the presence, this 23 day of May presence, this 23 day of May

19 4, a Notary Rublic in and for the

10 notice of County of May of May

110 this very use.

Signature of Notary Public

Notary Public

My commission expires 7 19 188 • 5 4.45°

BILLY V. COOPER, Clerk
By, D. C.

A STATE OF THE STATE OF

80.5 177 auct 509 RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, do hereby convey and act în 🕎

OI WILLOW AD THE ON ANOT
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Mississippi, to-wit:
A strip of land fifteen (15) feet in width along the side of the Solding Caloury
Kor C
NW/V SW/C
Section 26, Township North,
Range 2E East, Medinan
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
right of ingress and egress for such purposes.
THIS THE IRUT day of Agril , 1973.
S. C. Davidson, L.
WITNESS: iP o Mulder
District as soon as I am notified that it is available and to abide
by the policies and By-Laws of Big Black Water District.
To the second se
Subscribed and sworn to before me in my presence, this Stay of Cyrul 19 77, a Notary Public in and for the
County of Medico state of Min
(signature) Notary Public
My commission expires 10
STATE OF MISSISSIPPI; County of Madison:
County certify that the within instrument was med
for record in my office this. J. J. day of AUG 31 198), Book No. 1. 7. On Page
was duly recorded on the day of Aug. 31, 1301, 19, Book No.1. 7. John Page
BILLY V. COOPER, Clerk
By O. January Company

Sazenent Only 1177 mc 510 EASEMENT AND WATER USERS AGREEMENT

INDEXED

of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

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Wey Place Right of Euglin Eastment Only

Corner U.S.16 West + Sræn acres Drive

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

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The DISTRICT shall purchase and install a cut-off-valve and may also include a water meter in each-service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter. post first for a

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto covering use of water for garden purposes by partitude to be and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all-of-the-DSERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

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The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER, shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date-the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to commect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the amount is agreed upon as liquidated damages in that a breach by the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this Agreement on this the BIG BLACK WATER-DISTRICT WITNESS: USER STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, (A Unit Swill But and deliver the above and foregoing instrument on the date and for the purposes therein stated. GIVEN UNDER MY HAND and official seal on this the $\frac{6}{2}$ day of Manufaction of the state of the (SEAL) MY COMMISSION EXPIRE STATE OF MISSISSIPPI PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County the a subscribing witness to the foregoing instrument, who being first duly sworn, deposeth and saith that saw the within whose name(s) is subscribed theret named sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the COUNTY OF MADISON witness thereto and acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned. STATE OF MISSISSIPPI; County of Madison: BILLY V. COOPER, Clerk
By ..., D. C.

Claim Tilly a BOUK 177 PAGE 512

EASEMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic be State of District, and hereinafter called the "DISTRICT", and hereinafter called "USER".

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

East side of me Bride Road E. Z. NEK. Sec. Trgr R3E.

meter on east side of masside Road at old house place

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtement facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point:

a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line cornected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

1 1 2 2 2 5 1 2 Me 12 8 - 85th 177 MAGE 513

military production of the condeemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes, by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

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The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to commect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages. damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the

€	event it becomes necessary for the DISTRICT a fee will be charged for a reconnection of	to shut off the water from a user s property, the service.
-	IN WITNESS WHEREOF, we have executed the	his Agreement on this the Zay of Agril,
1	1977	BIG BLACK WATER DISTRICT
١	WITNESS:	BY: Eddie Lee Maulding Olyde B. Edwards, Jo.
•		USER /
	STATE OF MISSISSIPPI COUNTY OF MADISON	USER
	above mentioned,	dersigned authority in and for the jurisdiction
	the date and for the purposes therein state	ed.
	GIVEN UNDER MY HAND and official seal 1977.	on this the day of
	13/2/	Eddie Leo Maulking
	(SEAL) MY COMMISSION EXPIRES:	Notary Public
	3-9-8-5	
	STATE OF MISSISSIPPI COUNTY OF MADISON	
١	PERSONALLY APPEARED before me, the un	dersigned Notary Public in and for said Kounty, the a subscribing witness to the fore-
	within named	orn, deposeth and saith that saw the within
	witness thereto and acknowledged that the	rrich; that this affiant, substitute the foregoing instrument on signed and delivered the foregoing instrument on
_	day and year berein mentioned.	,
•	STATE OF MISSISSIPPI, County of Madison:	art of said County, certify that the within instrument was filed
•		ment of the control o
	- a iri_ialababa dovot MUUli) 100) 19
• 1	my office. Whitness my hand and seal of office, this the	ofof
		BILLY V. COOPER, Clerk By
		ву

R.T. Joy Etali

INDEXES

214 177 PASE 514 RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) or good and valuable considerations, the receipt and sufficient

and other good and valuable considerations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Madison County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along the West side of the Way Ros 2 SEly SEly Soc 24
Section 14, Township 10 North,
Range 3 E East, Meduran
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 18 day of May 19 29.
WITNESS: WITNESS:
Eddie to marlding
Subscribed and sworn to before me in my presence, this 8 day of 200 of 2
TATE OF MISSISSIPPI, County of Madison:
or record in my office this 38. day of
witness my hand and seal of office, this theof
BILLY V. COOPER, Clerk

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BOUK 177 PAGE 515

EASEMENT AND
WATER USERS AGREEMENT

INDEXED

politic of the State of Mississippi, hereinafter called the "DISTRICT", and Canalaline France 15-32 Cantiller called "USER".

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations new in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Inthouse south of Fhomas Cafe:

Which NW/ see 7 Tr/or R3E

The USER agrees to grant to the DISTRICT, its gucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the duelling or place of use. The sorvice line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of ______. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available (18.17).

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camong the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying ir any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system. ..

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and systematical damages to the DISTRICT, and it would be difficult if not impossible to prove the argume of damages. The would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty ... of estimating with exactness the resulting damages. .

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penaltics: (1) Nonpayment within 10 days from the due date will her subject to a penalty of 10% of the delinquent:

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of IN WITNESS WHEREOF, we have executed this Agreement on this the S ्रे के किया कार्य कर कर है। इस क्षेत्र कर के कार्य कर है के कर कर है के किया कर है के किया कर है के किया कर की किया के किया कर की किया के M USBR the construction of the co t and one transfer to Subscribed and sworn to before me in my presence, this 5 day of translation of maline STATE OF MISSISSIPPI, County of Madison:

By D. .: Whegher, Clerk

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RIGHT-OF-WAY EASEMENT

at the tracket
TOP AND THE CONCERNMENT OF the law of ONE DOLLAR (\$1.00)
FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Madron County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along
the South side of the Way Road
SERY BUND See S
SWID NETY Sec 5
Section, Township North,
Range 3 E. East, Madison
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 17th day of May 1979.
Tom Liest, mye Lay cal
WITNESS: Ele Maulding.
Subscribed and sworn to before me in my presence, this 7 day of 70 day 19 79, a Notary Public in and for the County of 70 day state of 70 day (signature)
Notary Public My commission expires
3-19 83
FATE OF MISSISSIPPI, County of Madison:
Is Billy V. Coopers Clerk of the Chancery Court of said County, certify that the within instrument was filed record in my office this day of
as duly recorded on the
y distribute the property of the section with the PIQU O T (00)

BILLY V. COOPER, Clerk
By D. L. J. J. D. C.

53 x 177 race 518 RIGHT-OF-WAY EASEMENT



FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency

of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in <u>Madeian</u> County, Mississippi, to-wit:
. A strip of land twenty-five (25) feet in width along the East side of the Way Road NW/4 NW/4 Sec 8
Section 8, Township 100 North, Range 3 6 East, Madries
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 19 day of May 1979.
Dewey Henry
Eddie Lee Marllin
Subscribed and sworn to before me in my presence, this 9 day of MCu 19 1, a Notary Public in and for the County of Malus State of Man (Signature)
Notary Public My commission expires 3 -/9, 1983
STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of day of 1981. 19.81., at 4.30 clock M. and
was duly recorded on the day of

BILLY V. COOPER, Clork
By. D. C. C.

RIGHT-OF-WAY EASEMENT

of the state of th
300 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Madison . County, Mississippi, to-wit:
, , , , , , , , , , , , , , , , , , ,
A strip of land twenty-five (25) feet in width along
1 / / /
the West. side of the Way Road.
NWKY SWKY Sering.
Santian 7 m in 10 in
North,
Section 7, Township 100 North. Range 3 E East, Modure,
County, Mississippi;
for the number of last
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 23 day of May 1979.
191 1.12 day 0.1 191
6 Brara Gackson
WITNESS:
Die Lee Marldin
Subscribed and swore to before me in my
presence, this is day of May
County of Many State of Many State of Many
Elliste ma III
(signature) Notary Public
My commission expires 3—10
The same of the sa
ATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
record in my office this 38. day of
duly recorded on the day of

EASEMENT AND WATER USERS AGREEMENT MDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

WITNESSETH:

- 4:} · WHEREAS, the USER desires to purchase water from the DISTRICT and enter 1nto an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows: * -

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amonded, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

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Pickand, MS,

Note NE & Sec 20. To IIN R3E

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The USER agrees to grant to the DISTRICT, its Bucossors and assigns,

perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

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will be charged for a reconnection of t	he service.
IN WITNESS WHEREOF, we have exe	couted this Agreement on this theday
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The state of the s	
ations (Lot rand on the state in	BIG BILLE WALER DISTRICT TO
,	BY: > Wel Loe Maulden
at at a second to the first of the second	Carling Vailania
The state of the s	Tom Johnson
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Subscribed and sworn to before me in my,	to the aven ent-old vilw and take the
presence, this Oday of	North
presence, this O day of in and for the other country of Modern Public in and for the other country of Modern of Mulli	th and there tolers a series
County of Marin of	Tent at the moon with willight works
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fatte at the us To Signatural service as	The state of the s
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1777	AST AND COLUMN
And do have been all the first the f	A STATE OF THE PARTY OF THE PAR
A semborary of the second of t	Andreas and the second
STATE OF MISSISSIPPI, County of Madison:	and the second second
I, Billy V. Cooper, Clerk of the Chancery Court of said	County, certify that the within instrument was filed
for record in my office this	, 19, at
was duly recorded on the day of AUG 1 198	in کا کردند. Book No. 🗸 کی hn Page کا کردند.
my office. Witness my hand and seal of office, this theof	AUu 3 I 1981 / 19
Tatrioning india discussing of the control and the control	BILLY V. COOPER, Clerk
" was made to "	By. M. Whight D. C.

L. M. Shirley Property

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RIGHT-OF-WAY EASEMENT
FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in ///6/luon County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along the Swy Side of the Swy Sec 18
Section 8 , Township 100 North,
Range 3E East, Malison
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
with the same purposes.
THIS THE 19 day of May 19 19.
Lulas Janes
DIT Lee Mauldin
Subscribed and sweet to before me in my
presence, this 19 day of 2004
1974, a Notary Public in and for the
County of Malustae of Man
(signature) Notary Public
My commission expires 3 – 19, 1983
CHARGE CONTRACTOR OF THE CONTR
ATE OF MISSISSIPPI, County of Madison:
record in my office this day of the description in the minimum was filed
I. Billy. V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed record in my office this day of
Dillar conner

AUG 3 1 1981 19 ...
BILLY V. COOPER, Clerk
By Muyut , D. C.

RIGHT-OF-WAY EASEMENT

Mallet as

1. 2 11

B. H. L. B.

COINDEXED

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Lampton-Love Incorporated, A Mississippi Corporation, does hereby convey unto BIG BLACK WATER DISTRICT, a right-of-way easement on, over and across the following described property lying and being situated in Madison County, Mississippi, to-wit:

A strip of land twenty (20) feet evenly in width off the East side of a lot or parcel of land fronting 504.0 feet on the West side of Mississippi #16 Highway in the SW2 of NW2, Section 7, Township 9 North, Range 3 East, Madison County, Mississippi, said Lot or Parcel of Land being more particularly described as follows:

Beginning at a point that is 6.0 feet South of and 157.5 feet West of the SE Corner of the SW½ of NW½, said Section 7, and from said point of beginning being the intersection of said Miss. #16 Highway's West ROW Line with the North line of and Public Road running in an easterly direction, run thence N 10 degrees 55'W for 504.0 feet along the West ROW line of said Mississippi #16 Highway to its intersection with east ROW line of the I.C. RR, thence running South 10 degrees 18' West along said ROW line of ICRR for 503.0 feet to the north line of public road, thence running S 88 degrees 30' E for 185.5 feet along said north line of said public road to the point of beginning, and containing in all 1.10 acres more or less, and all being situated in the SW½ of NW½, Section 7, T9N, R3E, Madison County, Mississippi;

for the purpose of laying, constructing, replacing and maintaining a water distribution line or lines and appurtenances thereto, with rights of ingress and egress for such purposes.

THIS THE BEW day of

____, 1979.

Lampton-Love Incorporated

BY: Junty fore

STATE OF MISSISSIPPI .

COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named for the jurisdiction aforesaid, the within named

BOUK 177 HADE 524 .

President of Lampton-Love Incorporated who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned as the act and deed of said corporation and after first being authorized to so do.

day of Opul , 1979.

Desales a. Suller Public

MY COMMISSION EXPIRES:

My Complession Expires bely 22, 1991

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk
By D. C. D. C.

ink 177 face 525 EASEMENT AND WATER USERS AGREEMENT

GOOD INDEXED

THIS ACREEMENT entered into between the BIG BLACK NATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

WITNESSEIH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property: $5 \ E \ 4 \ 5 \ F \ 4 \ 5 \ C \ Tw \ 9v \ R \ 3 \ E.$

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point:

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a doposit in the amount of \$\frac{1}{2}\$ In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter. a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT water supply shall be insufficient to meet all of the needs of all of the uses before supplying any must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, the DISTRICT. Water charges to the USER shall commence regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said damages in that a breach by the USER in either of the amount is agreed upon as liquidated damages in that a breach by the USER in either of the amount is agreed upon as liquidated damages in that a breach by the DISTRICT, and it respects set forth above would cause serious and substantial damages to the DISTRICT, and it respects set forth above would cause serious and substantial damages. The parties hereto have would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. 19 79. WITNESS WHEREOF, we have executed this Agreement on this the 50 day of a WITNESS: USER STATE OF MISSISSIPPI above mentioned, (1) 1/16 did sign and deliver the above and foregoing instrument on the date and for the purchase the major t COUNTY OF MADISON the date and for the purposes therein stated. 19 7. GIVEN UNDER MY HAND and official seal on this the 5 day of (4 Public (SEAL)
MY COMMISSION EXPIRES: STATE OF MISSISSIPPI PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County; the within named a subscribing withess to the foregoing instrument, who being first duly sworn, deposeth and saith that saw the within whose name(s) is subscribed theret named sign and deliver the same to the said DISTRICT; that this affiant, subscribed his reme as a sign and deliver and acknowledged that they signed and delivered the foregoing instrument on the day and year herein wentinged and said acknowledged that they signed and delivered the foregoing instrument on the STATE OF MISSISSIPPI, County of Madison: By M. W. Will ... D. C.



FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency

of which is hereby acknowledged, I, the undersigned, do hereby convey	,
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over	
and across the following described property lying and being situated	
\cdot	
in Madein County, Mississippi, to-wit:	
A strip of land twenty-five (25) feet in width along	
the Not side of the Way Roal	
5/2 5W/4 500	
- Sury Sle	
Section 33, Township /// North,	
Range 3 E East, Marlison	
County, Mississippi;	
for the purpose of laying, constructing, replacing and maintaining	•
a water distribution line or lines and appurtenances thereto, with	
rights of ingress and egress for such purposes.	
i = 1th	44
THIS THE 17-its day of May 1979.	
Ellis Sinches	
WITNESS:	
Eddie Los Maulden	
Subscribed and swoon to before me in my presence, this 17 day of Way	av Stan
19 a Notary Public in and for the	3724 2 3226 A
County of Male of Mars.	
(Signature) Notary Public	
My commission expires $3-19$, 1987	
03.0	
STATE OF MISSISSIPPI, County of Madison:	. dit . d
for record in my office this 3. day of August 19. 81 at 4.300'clock P. N	
was duly recorded on the	$\overline{}$
Witness my hand and seal of office, this the	

BILLY V. COOPER, Clerk
By, D. C.

177 AC 528
EASEMENT AND
WATER USERS AGREEMENT

GOGINDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the 'DISTRICT', and Tomes 1 367 Jenos Gwenereinafter called 'USER'.

WITNESSEIN:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

NW/ NE/ See 6 TN/ON R 3E SEX NW/ See 6 TN/ON R 3E

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtement facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point:

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for rencompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

decided equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto covering use of water for garden purposes by particular users and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT water supply shall be insufficient to meet all of the needs of all users for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquitated damages. It is expressly understood and agreed by the parties hereto that the said damount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it respects set forth above would cause serious and substantial damages. The parties hereto have would be difficult, if not impossible, to prove the amount of damages. The parties hereto have would be difficult, if not impossible, to prove the amount of make a reasonable forcast of computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

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a fee will be charged for a reconnection of the service. IN WITHESS WHEREOF, we have executed this Agreement on this the 26 day of 124 19<u>29</u>. BIG BLACK WATER DISTRICT WITNESS: STATE OF MISSISSIPPI PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction e mentioned, Vanco Jackson and deliver the above and foregoing instrument acknowledged to me that file did sign and deliver the above and foregoing instrument COUNTY OF MADISON above mentioned, Wanton before He, the undersigned authority in and for the jurisdiction who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated. 1977. Notary Publ: (SEAL) NY COMISSION EXPIRES: STATE OF MISSISSIPPI PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the a subscribing witness to the fore-saw the within whose name(s) is subscribed ther named sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the said processing instrument on the same to the same to the same and delivered the foregoing instrument on the same to the sign and deliver the same to the same projector; that this arright, substitute has have as a visitness thereto and acknowledged that they signed and delivered the foregoing instrument on the same of the same and acknowledged that they signed and delivered the foregoing instrument on the same of the same o day and year herein mentioned. STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed

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EASEMENT AND WATER USERS ACREEMENT

CONTOEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER". WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

P.O.BOX 284 CANTON MISS, 39046 S.WKNEK Ser. 7 Tugn R3E.

The USER agrees to grant to the DISTRICT, its sucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land beglonging to the USER for the purposes of ingress to and egress from the above described lands. above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties f noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

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The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERs in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all

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In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this Agreement on this the BIG BLACK WATER DISTRICT

USER

Subscribed and swern to belore me in	
presence, this + the beloft inc in	My, structure
County of Ma Que osper ci 200	the standard the same
SOO SOO SOU	
(s.mature)	de la
Notary Dust	
My commission expires 3 -/6/19	
. 192	33
•	State Charles of Whitelen
	سينسسناكسلال بالمستسلطاتهاب

Witness my hand and seal of office, this theof .. AUC.3.1. 199...

BILLY V. COOPER, Clerk
By D. J. WALLEL ..., D. C.

5-12 NE 14 Sec 8 THE THE SEC 8 NATER USERS AGREEMENT

COGINDEXED

Date 7-18-77

, Mal , Moran M., hereby make application to the BIG BLACK WATER
DISTRICT, (hereindfax called "Company") for water service at the following location:

In consideration of the Company's undertaking the financing and construction of a water norks system, I agree:

- To install and maintain at my expense the necessary service line to cause the property described above which is owned or occupied by me to be connected with the water works system at the property line.
- 2. To begin using water immediately after being notified by the Company that service is available, or to pay not less than the minimum water bill for a minimum period of thirty-six (36) months after notification of the Company that service is available, whether or not a connection is made or water consumed. It is further understood that any consumption in excess of the minimum rate will be charged for in accordance with a schedule of monthly rates to be published by the Company.
- 3. To use the water in accordance with rules and regulations to be established by the Company and to promptly pay for the water at the applicable schedule of rates.
- To pay a refundable connection charge or meter deposit of TWENTY DOLLARS (\$29.00, being refundable in accordance with the rules and regulations of the Company.

It is further understood that if for any reason the Compony is unable to provide me with the water service anticipated by the application, the full amount of my deposit shall be refun _d

Total Paid S 5000 .	Tradthorpun
Date Received: 6-6-77	Property Owner Tenant MAILING ADDRESS:
By:	MAILING ADDRESS:
Cash:Check:	
	or creation of the contract of

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RIGHT-OF-WAY EASEMENT

in the contract of the contrac
FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in <u>Madican</u> County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along the Last side of the Morgan Road of the Strip NEW Sec 8
Section 8, Township 9N North, E. S. Range 3 E East, Madison
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines
rights of ingress and egress for such purposes.
THIS THE THE day of September 1979.
(- A Thoryan
Edde Le Mallin
THIS EASEMENT IS FOR A WATER LINE
ONLY. NO OTHER CONSTRUCTION OR FACILITY.
WITNESS: 7d. II Morgan EDDU La Maullin for
Sold La Maullin for Big Black Visiter Dist 9-28-79
STATE OF MISSISSIPPI, County of Madison: I. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of

RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, do hereby convey

unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in <u>Maduson</u> County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along the Way Road 15/4 SF/4 Sec Ry
Section 24, Township 60 North, Range 3 E East, Madisa,
Range 3 E East, Madisan
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 18th day of May 1979.
Janes Marton
Eddie Lee Mauldin
Subscribed and sworn to before me in my
presence, this 18 day of 100
19 7. a Notary Public in and for the County of Mauronate
County of Mallo State of Min
(signature)
My commission expires: 3-49 1983
wy continuation express.
STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was file
for record in my office this 38 day of One 1, 19.6. at
was duly recorded on the day of AUG 3.1 1981
Witness my hand and seal of office; this the of .AUG 3.1.1987
BILLY V, COOPER, Clerk

By D. Wright D.C.

700x 177 PAGE 535 WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

WITNESSEIH:

WHENEAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW THEREFORE in consideration of the mutual convenants, promises and herein contained, it is hereby inderstood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By Laws and Rules and Regulations now in force or as hereafter amended such quantity of vater as USER may desire in connection with USER's occupancy of the following described property:

SWKY NW/ Sec 19 Tugn R3E East Sile of Way Road Madison Courty

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient eapacity to permit delivery of water at that point:

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations\of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be becomed and imposed by the DISTRICT. or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a doposit in the amount of \$ ______ In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within In the event a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is, a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes. 177 PAGE 536

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days from the due date will be subject to a penalty of 10% of the delignment accounts (2) Nonpayment within 20 days (2) days (2) days (3) days (3)

	the due date-will result in the water being	g shut off from the USER's property; (3) In the I to shut off the water from a USER's property, f the service.
	IN WITNESS WHEREOF, we have executed to 19 27.	this Agreement on this the 18 day of 10ay
	WITNESS: JE Con	15th Opinio Ocuano,
	STATE OF MISSISSIPPI . COUNTY OF MADISON	USER
	who acknowledged to me that did sign the date and for the purposes therein state	dersigned authority in and for the jurisdiction and deliver the above and foregoing instrument on this the day of,
	(SEAL) MY COMMISSION EXPIRES:	Notary Public
ነ	STATE OF MISSISSIPPI COUNTY OF MADISON	
	day and year herein mentioned. GIVEN UNDER MY HAND and matificial seal 19 (SEAL) MY COMMISSION EXPIRES: STATE OF MISSISSIPPI, County of Madison:	ersigned Notary Public in and for said County, the a subscribing vitness to the fore- n, deposeth and saith that Le saw the within whose name(s) is subscribed theret ICT; that this affiant, subscribed his name as a signed and delivered the foregoing instrument on the on this the le day of May Notary Public
4	I. Billy V. Cooper, Clerk of the Chancery Court of	of said County, certify that the within instrument was filed
,	was duly recorded on the day of AllG 3. my office. Witness my hand and seal of office, this the	
	"Market "	BILLY V. COOPER, Clerk By D. C.

800x 177 PAGE 537

TEASEMENT AND WATER USER'S AGREEMENT

THIS AGREEMENT ontored into between the BIG BLACK WATER DISTRICT, a body politic of the State of Miscissippi, hereinafter called the "DISTRICT", and Carled "USER".

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

into an Easement and Water osers agreement of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Chin Sub-Division
Sec. 24 TN 9N RZE madisonCounty
Swy SW/

The USER agrees to grant to the DISTRICT, its guessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operato, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the mearest place of desired use by the USER; provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of _____. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER, "In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may prograte the water available

7

Mining Maria

among the various USERS on such basis as is deemed equitable by the Board of commissioners, and may also prescribe a schedulo of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whother the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and systantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penaltics: (1) Nonpayment within 10 days from the due date will her subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

it i Hi. IN WITNESS WHEREOF, we have executed this Agreement on this the of ,; C haderen aş ûş i vi vi bi e erîş i de. BIG BLACK WATER DISTRICT 70 odJ ri in the community of the right the appeaut of a control of a control of the dependence control of the cont USER PAGATO TE , . . .

Subscribed and swers to before me in my presence, this day of day of the County of Mary Public in and for the County of Mississippi, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery County of Madison:

1. Billy V. Cooper, Clerk of the Chancery County of Madison:

1. Billy V. Cooper, Clerk of the Chancery County of Madison:

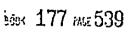
1. Billy V. Cooper, Clerk of the Chancery County of Madison:

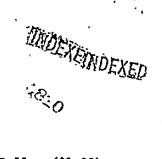
1. Billy V. Cooper, Clerk of the Chancery County of Madison:

1. Billy V. Cooper, Clerk of the Chancery County of Madison:

1. Billy V. Cooper, Clerk of the Chancery County of Madison:

BILLY V. COOPER, Clerk By D. Warght ... D. C. ŹĐ





RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00)
and other good and valuable consideration, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Dilation County, Mississippi, to-wit:
A strip of land fifteen (15) feet in width along
the West side of the Soldie, Colkey Road.
NEW VEY
Section 26, Township 9, North,
Range 2 E East, 1114din
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
right of ingress and egress for such purposes.
THIS THE 18 day of Ranil , 1978.
Quight K. Rully
ELDO Lee Mauldur
I do (agree/not agree) to purchase water from Big Black Water
District/as/soon as I am notified that it is available and to abide
by the policies and By-Laws of Big Black Water District.
presence, this 18 day of Chal
19 70, a Notary Public in and for the
County of Malubgrate of Mills
(signature) Notary Public
My commission expires 3 79, 1973
The state of the s
FFATE OF MISSISSIPPI, County of Mödison: 1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was file
or record in my office this 2. day of angust., 19 B. at 4. 30'clock
vas duly recorded on the
ي و هر در المساول المس
BILLY V. COOPER Clerk By D. C.
Letter !!

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RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) . and other good and valuable considerations, the receipt and sufficient

Source and variable constactations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Makesan County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along
the West side of the Way Road
side of the way had
NEK SEK Sec EX
The state of the s
0.1/
Section 24, Township 100 North,
Range 35 East, Modera
•
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and source for and a second
rights of ingress and egress for such purposes.
10th
THIS THE day of Miles
THIS THE 17 day of May 1979.
THIS THE // day of // 19/
THIS THE // day of // 19/
THIS THE / day of Milly 19.
THIS THE / day of Mily 19%.
THIS THE day of Willy 19
THIS THE day of Mlly 19%. WITNESS:
WITNESS: Leave Market
WITNESS: Call Mauldin
WITNESS: Le Mauldin
WITNESS: Call Sorrel Subscribed and sworn to before me in my
WITNESS: Eddi Lee Mauldin
WITNESS: Eldir Lee Mauldin Subscribed and sworn to before me in my
WITNESS: Cold Server Subscribed and sworn to before me in my presence, this Today of May 19 1, a Notary Public in and for the
WITNESS: Cold Signal Sworn to before me in my presence, this Today of May 19 1, a Notary Public in and to the
WITNESS: County of Malar State of Man.
WITNESS: Cold Server Subscribed and sworn to before me in my presence, this Today of May 19 1, a Notary Public in and for the
Subscribed and sworn to before me in my presence, this T day of May 19
Subscribed and sworn to before me in my presence, this 12 day of May 19 1, a Notary Public in and to the County of May State of May (signature)
Subscribed and sworn to before me in my presence, this T day of May 19
Subscribed and sworn to before me in my presence, this 17 day of May 19 1, a Notary Public in and too the County of Medur State of May (signature) Notary Public My commission expires 3 19, 1923
Subscribed and sworn to before me in my presence, this 7 day of Man 19 1, a Notary Public in and to the County of Malanstate of Man (signature) Notary Public My commission expires 3 19, 1923 Will Commission expires 3 19, 1923 Will Commission expires 3 19, 1923
Subscribed and sworn to before me in my presence, this 7 day of May 19 , a Notary Public in and to the County of May State of May (signature) Notary Public My commission expires 3 19, 19 23 TE OF MISSISSIPPI, County of Madison: 1, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled
Subscribed and sweet to before me in my presence, this 12 day of May 1971, a Notary Public in and to the County of Madures Notary Public My commission expires 3 19, 1923 TE OF MISSISSIPPI, County of Madison: Will Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
Subscribed and sworn to before me in my presence, this 17 day of Man 19 A Notary Public in and for the County of McCounty Public My commission expires 3 19 19 23 TE OF MISSISSIFPI, County of Medison: 1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled recorded on the 3 day of ACC 3 1981 19 3 at the 3 of clock M., and duly recorded on the 3 day of ACC 3 1981 19 3 Book No. 2 Aprent Mr.
Subscribed and sworn to before me in my presence, this 7 day of May 1971, a Notary Public in and to the County of McCounty of
Subscribed and sworn to before me in my presence, this 17 day of Man 19 A Notary Public in and for the County of McCounty Public My commission expires 3 19 19 23 TE OF MISSISSIFPI, County of Medison: 1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled recorded on the 3 day of ACC 3 1981 19 3 at the 3 of clock M., and duly recorded on the 3 day of ACC 3 1981 19 3 Book No. 2 Aprent Mr.

By. D. L. W. COOPER, Clerk
By. D. L. D. C.

RIGHT-OF-WAY

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, do hereby convey unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over and across the following described property lying and being situated

in Malison County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along the Early side of the filly Ball
Section 7, Township 10, North, Range 3 East, Madinar,
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 23 day of May 192

Chronico Souch

WITNESS:

-\$5 · ·

(2) (1) (1) (1) (1)

Subscribed and sworm to before me in my presence, this 23 may of May 19 1, a Notary Public in and for the County of May State of Miss-.

Subscribed and sworm to before me in my presence, this 23 may for the County of May State of Miss-.) Job Smou

Notary Public

My commission expires 3

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, do hereby convey unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over and across the following described property lying and being situated in Maliana County, Mississippi, to-wit:

A strip of land Killerin (3) feet in width along the North side of the John Cohony RODD North,

Section 2-7, Township 9 North,

Range 2 East, Making County, Mississippi;

for the purpose of laying, constructing, replacing and maintaining a water distribution line or lines and appurtenances thereto, with right of ingress and egress for such purposes.

	THIS THE	<u>17 Ch</u>	day of	april		, 1979.	
				x hahr	Ann	ich	
WITNESS	:	•		y			

I do (agree/not agree) to purchase water from Big Black Water District as soon as I am notified that it is available and to abide by the policies and By-Laws of Big Black Water District.

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk
By D. W. D. C.

RIGHT-OF-WAY EASEMENT				
707 437 73 00000000000000000000000000000				
FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00)				
and other good and valuable consideration, the receipt and sufficiency				
of which is hereby acknowledged, I; the undersigned, do hereby convey				
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over				
and across the following described property lying and being situated				
in County, Mississippi, to-wit:				
A strip of land fifteen (15) feet in width along				
the lorth side of the Soldi, Colony food				
NEY SWH				
Section 27, Township 7,1 North,				
Range 2- E East, 11/6 Cuien,				
•				
County, Mississippi;				
for the purpose of laying, constructing, replacing and maintaining				
a water distribution line or lines and appurtenances thereto, with				
right of ingress and egress for such purposes.				
THIS THE 18 day of april , 1979.				
Will Soul Di				
WITNESS:				
Echib Lec marker				
I do (agree/not agree) to purchase water from Big Black Water				
District as soon as I am notified that it is available and to abide				
by the policies and By-Laws of Big Black Water District.				
and the same of th				
Subscribed and sworn to before me in my				
presence, this /8 day of Carty 19 / a Notary Public in and for the				
County of Manual State of 77 Line.				
(signature)				
Notary Public				
My commission expires / 1952				
The New York of the Control of the C				

RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, do hereby convey unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over and across the following described property lying and being situated

_ County, Mississippi, to-wit: A strip of land twenty-five (25) feet in width along side of the Www . Township County, Mississippi; for the purpose of laying, constructing, replacing and maintaining a water distribution line or lines and appurtenances thereto, with ... rights of ingress and egress for such purposes. Subscribed and sworn to before me in my presence, this 7 day of 2904 1929, a Notary Public in and for the County of Maluran State of Muss. (Signature) Notary Public My commission expires 3-19- A Secretary Contraction STATE OF MISSISSIPPI, County of Madison: A Transfer of the second BILLY V. COOPER, Clerk

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· Single Parks

INDEXED

BILLY V. COOPER, Clerk
By ... D. C.

EON 177 PAGE 545 RIGHT-OF-WAY EASEMENT

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A BOY FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, do hereby convey unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over and across the following described property lying and being situated in Madison _ County, Mississippi, to-wit: A strip of land twenty-five (25) feet in width along _ side of the Why Road , Township 100 _ East, _ County, Mississippi; for the purpose of laying, constructing, replacing and maintaining a water distribution line or lines and appurtenances thereto, with rights of ingress and egress for such purposes. 19th day of THIS THE Subscribed and sworn to before me in my presence, this 8 day of May 19 1, a Notary Public in and for the County of Malwastate of Mina.

(Signature) (signature) Notary Public My commission expires 3-The state of the s

Edick 177 HAGE 546

RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of ur â۱ iı

of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated in Molloon County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along the Way Road Why Navly Sar 2
Section 7, Township ON North, Range 3 E East, Maleson
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 2320 day of May 1979.
Jelosel Tomas
Edder Lee Mardden
Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of May 9 state of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of May 20 State of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of May 1974, a Notary Public in and for the County of Muse. Subscribed and sworp to before me in my presence, this 23 day of Muse. Subscribed and sworp to before me in my presence, this 23 day of Muse. Subscribed and sworp to before me in my presence, this 24 day of Muse. Subscribed and sworp to before me in my presence and the subscribed and the

BILLY V. COOPER, Clerk

By, D. C.

NDEXER

EASEMENT AND WATER USERS AGREEMENT 'ব্

of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

WITNESSEIH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

SE & SEK Su 6 Trigor R 3 E.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point:

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a doposit in the amount of . In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. IN WITNESS WHEREOF, we have executed this Agreement on this the Zedday of April BIG BLACK WATER DISTRICT WITNESS: STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, who acknowledged to me that we did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated. GIVEN UNDER MY HAND and official seal on this the $19\overline{72}$. (SEAL) MY COMISSION EXPIRES: STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County the in named ______ a subscribing witness to the fore g instrument, who being first duly sworn. deposeth and saith that _____ saw the within a going instrument, who being first duly sworn, deposeth and saith that saw the within a saw day and year herein mentioned.

STATE OF MISSISSIPPI; County of Madison: BILLY V. COOPER, Clerk Millight D.C.

WATER USERS AGRECHENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of AMIssissippi, hereinafter called the "DISTRICT", and hereinafter

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

6 the Maule on Chim Drul

Sec. 24 TN 9N R-ZE Madria Canty

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The USER agrees to grant to the DISTRICT, its Bucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the evont of a water shortage; and may shut off into for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water the DISTRICT may prograte the water waterlays lights event there is a shortage of water, the DISTRICT may pro-rate the waternayallable

My commission expires

among the various USERS on such basis as is deemed equitable by the Board of among the various users on such easis as is decimed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for demostic nurposes before supplying any water for other nurposes before supplying domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution The USER shall connect his service lines to the District S distriction system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will how subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a feewill be charged for a reconnection of the service.

JIN MITNESS WIEREOF, we have executed this Agreement on this the 1 4 Burge and at he some three he Western Subscribed and swore to before me in my cucht of the presence, this start is that the presence, this start is that the presence of the start of the

My commission expires,

STATE OF MISSISSIPPI, County of Madison:

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EASEMENT AND WATER USERX AGREENT

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, horeinafter called the "DISTRICT", and hereinafter called "USER":

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Tille Drive last house an Sec 24 Tright RZE

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The USER agrees to grant to the DISTRICT, its successors and assigns, a porpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or, in the event there is a shortage of water, the DISTRICT may pro-rate the water, available

among the various USERS on such basis as is deemed equitable by the Board of Commissioners; and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for denostic numbers before supplying any water for other purposes before supplying domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system. connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understand and agreed by the parties have to that the said amount is agreed upon as Three Hundred Dollars (\$300.00), as liquidated damages. It is content, and stood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it forth above would cause serious and substantial damages. The would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will her subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. will be charged for a reconnection of the service.

On vitness whereof, we have executed this Agreement on this the 16 day BIG BLACK WATER DISTRICT". The state of the s USER . , USERAL STATE OF STATE Subscribed and sworn to before me in my presence, this // day of presence, this // day of presence in and for the standard results of the country public in and for the standard results of the standard results of the same of the standard results of the same o

STATE OF MISSISSIPEL County of Medison:

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EASEMENT AND WATER USERX AGREEMENT

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the state of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USSR".

Called "USSR".

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WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its-By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Chins Drive 2nd house on left fact.
Chins Drive 2nd house on left fact.
Chinch Sec 24 To 9n R 25

Chinch Swa Swap Madison County.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at: that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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among the various USERS on such basis as is deemed equitable by the Board of - among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

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In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with executors the resulting damages. of estimating with exactness the resulting damages.

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EASEMENT AND WATER USERX AGREEMENT

nofitic of the State of Mississippi, hereinafter called the "District", and Carlos Character Called "USER".

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

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The USER agrees to grant to the DISTRICT, its gucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect; repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the mearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of 2.5. In the ovent service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS; or in the event there is a shortage of water, the DISTRICT may pro-rate, the water available

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The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages. of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will how subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. will be charged for a reconnection of the service.

of Orenther, we have executed this Agreement on this the 6 day BIG BLACK WATER DISTRICT *** USER THE TANK TO A TOTAL OF USER Subscribed and syon to before me in my presence, this b day of December 1979, a Hotary Public in and to the County of Mallion (signature)

Notary Public

Notary Public

My commission expires 1979, 1823 STATE OF MISSISSIPP County of Madison:

The state of the s

BILLY V. COOPER, Clerk
By D. C.

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body isic of the State of Mississippi, hereinafter called the "DISTRICT", and larlice Mannet A K-373/46 Carlon hereinate hereinafter called "USER".

WITNESSETH:

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and and WHEREAS, the USER desires to purchase water from the DISTRICT and enter

into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation sat out in its By-Laws and Rules and Regulations now in force or as hereafter emended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

chim dive n Leonard Cain, Sec 2

The USER agrees to grant to the DISTRICT, Its Rucessors and assigns, a perpetual casement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining to the USER for the purposes of ingress to and agrees from the above described land. purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The sorvice line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

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-The USER agrees to pay a deposit in the amount of _______. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter. refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

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The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

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of October Big Black Water District . BY: Eddio with a first of the state of th the transfer explosive to the transfer that the salt that exclusive trainer than the contract that the contract trainer trainer.

STATE OF MISSISSIPPI, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instruments (3.00:00E(1)

BILLY V. COOPER, Clark.

By, D. C.

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THIS AGREENEMT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Called "USER". hereinafter called "USER".

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

12 house on left Lillie Diwe See 24 R 2E To 90 5W/4 5W/4 Median County

The USER agrees to grant to the DISTRICT, its gucossors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event, the total water supply shall be insufficient to meet all the needs of the USERS; or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult; if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will her subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. .

IN WITNESS WHEREOF, we have executed this Agreement on this the 6 BIG BLACK WATER DISTRICT 7 . 2 47

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Subscribed and sworn to before me in my presence, this for my of the country of t presence, mis for my distriction in 1979, a Notary Public is and for the advanced of Mellison of Melli ente in antiquation for the form state at the money to the antiquation in the state of the antiquation in the state Manual Andrews

(signatura)
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STATE OF THE PARTY STATE OF MISSISSIPPI, County of Madison:

Witness my fiand and seal of office, this the of . AUG 3 (1981

BILLY V. COOPER, Clerk By M. Uh

EASEMENT AND

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SON WATER USERY AGREEMENT

TODEXE, 4835

١ THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Called "USER". hereinafter

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WITNESSETH:

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WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NGW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties.

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Chinn's House See 24 Tr 9N. RZE SW/ SW/ Milion County

The USER agrees to grant to the DISTRICT, its gucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and logally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT. and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter. refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter;

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

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In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (S300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects sot forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

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STATE OF MISSISSIPPI, County of Madison:		
I, Billy V. Cooper, Clerk of the Chancery Court of	said County, certify that the within instrum	ent was filed
for record in my office this . 28 day of	جر . at المجدر do'clock 19 . 8.1	M., andرا
was duly recorded on theday of	981, 19, Book No/.7.7on Pag	5.6.1. in
Witness my hand and seal of office, this theof	. AUG 3 1 1981	
Witness my hand and seal of office, this theof		
And the second of the second o	BILLY V. COOPER, Clerk	
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BOOK 177 HAGE 563 EASEMENT AND WATER USERS AGREEMENT

called "USER". •

WITNESSETH:

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WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT: ..

NOW, THEREFORE, in consideration of the mutual convenants, page agreement herein contained, it is hereby understood and agreed by the parties as follows: NCW, THEREFCRE, in consideration of the mutual convenants, promises and herete as follows:

·The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

· Chinn Druit ... TN9N' RZE madison County

The USER agrees to grant to the DISTRICT, its nucessors and assigns perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, rephir, maintain, replace and remove water pipelines and appurtement facilities together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and ogress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point. that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed... The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

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camong the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

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In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

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IN WITNESS WHEREOF, we have executed this Agreement on this the BIG BLACK WATER DISTRICT is state. USER and the state of t ert anti-4. orio produce operation of the subspect of the Subscribed and swom to before me in my presence, this 5 day of the presence this 5 day of the presence the pr e chatcal वर्षान्य क्रायोक्तार्थ Subscribed and syon to before me in my presence, this Subscribed and syon to before me in my presence, this Subscribed and sort that 1979 a Notice Public and for that the within instrument was filed for record in my office.

Was day of Aug 1981 a Notice and and seal of office, this the sort of the Chancer Court of said County, certify that the within instrument was filed and subscribed and syon to presence, this Subscribed and sort in 1979 a Notice and the subscribed and sort in 1979 a Notice and the subscribed and sort in 1979 a Notice and the subscribed and sort in my office.

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BILLY V. COOPER, Clerk
By D. Winglit ,, D. C.

BOUK 177 PAGE 565
EASEMENT AND
VATER USERS AGREEMENT

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

WITNESSEIN:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

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The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point:

Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a doposit in the amount of \$ ______. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a commection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

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1970. . Hillion um Clock C (SEAL) MY COMMISSION EXPIRES: E OF MISSISSIPPI
IY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County (Che in named STATE OF MISSISSIPPI COUNTY OF MADISON within named a subscribing witness to the fore a going instrument, who being first duly sworn, deposeth and saith that saw the within named whose name(s) is subscribed thereb within named sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned. GIVEN UNDER MY HAND and official seal on this the ____ day of 19 Notary Public MY COMMISSION EXPIRES: 321 STATE OF MISSISSIPPI, County of Madison: Witness my none and service an BILLY V. COOPER, Clerk
By D., Willest D. C.

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· \\ . EASIMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and (I want hereinafter 145 Dickem

WITNESSETH:

called ''USER''.

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WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT;

Joy Exti

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Tour an left /4 mills west & Robinson's Gracing

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The USER agrees to grant to the DISTRICT, its sucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct; install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land beglonging to the USER for the purposes of ingress to and egress from the above described lands

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The USER agrees to pay a deposit in the amount of 25. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all

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the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes. agriculture purposes.

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The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

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IN WITNESS WHEREOF, we have executed this Agreement on this the 18 day of

BIG BLACK WATER DISTRICT USER

USER

Subscribed and sworn to before me in my presence, this 370 day of 00 cm 1979. a Notary Public in and for the County of Million State of Million State of Million 2016 (signature) Notary Public My commission expires

BILLY V. COOPER, Clerk

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EASEMENT AND WATER USERY AGREEMENT

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and FORGE ALLEN hereinafter called "USER".

WITNESSETH: -

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Sec 24 TN 9N R 2 E. SW/45 Wife Madrion County

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The USER agrees to grant to the DISTRICT, its gucessors and assigns, a perpetual easement in, over; under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and logally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set cut in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pre-rate the water available

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among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for demostic numbers before supplying any water for other purposes before supplying domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

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In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

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of Orman whereof, we have executed this Agreement on this the 19 day

Subscribed and sworn to before me in my presence, this 9 day of Do Combernia 1999 a Notary Public in and for the County of Manday 1999 a Notary Public Notary Public Notary Public Notary Public Notary Public My commission expires 1999 183 27.41 /-

STATE OF MISSISSIPPT, County of Madison:

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EASEMENT AND WATER_USERX AGREEMENT

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and AMES CALLER REPORT HEREINAFTER CALLED "USER".

WITNESSETH: : ...

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties heroto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such 'quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Sec. 24 R 2E to 9N SW/4 SW/4 Malia, County:

The USER agrees to grant to the DISTRICT, its nucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

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The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of _____. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service. line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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IN WITNESS WHEREOF, we have executed this Agreement on this the 6 day · BIG BLACK WATER DISTRICT BY: Eldis Lee Ma

Subscribed and sworn to before me in my.

presence, this for and for the

County of McDiagratic Management of Mana

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STATE OF MISSISSIPPI, Country of Madison:

BILLY V., COOPER, Clerk By Millight D.C.

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EASEMENT AND
WATER USERS AGREEMENT

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BY: SQUA LOS PY: COMPANY CONTROL TO THE TOTAL TO THE TOTAL TO THE TOTAL T presence, this day of dark treated and short to before me in my restaurant to presence, this day of dark treated and entrance is not entranced and entrance of management to country of management to the first treated and entrance is not entranced and entranced e DISTRICT chail purchase and install a out-off valve and may also The state of the s

Witness my hand and seal of office, this the of AUG 3 1 1981

BILLY V. COOPER.

By

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EASEMENT AND WATER USERS AGREEMENT

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT a body politic of the State of Mississipple, hereinafter called the "DISTRICT", and hereinafter called "USER".

April Mr.

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Witnesseth: . .

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Last house on end of road. NW/ NW/ Sex. 29 TN 11N R3E

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

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IN WITNESS WHEREOF, we have executed this Agreement on this the Andres X & W man also see fire again to the trans-Subscribed and sworp to before me in my presence, this 2 day of may reign was ridge S America presence, has public in and for the 1970 a Notary Public in and for the County of Maduatate of Manual County of Signature) My commission expires_ STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clark
By D. C.

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EASEMENT AND WATER USERS AGREEMENT

WITNESSETH:

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WHEREAS; the USER desires to purchase water from the DISTRICT and enter into an Easement and Vater Users Agreement as required by the DISTRICT;

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IN WITNESS WHEREOF, we have executed this Agreement on this the 13 day of cembe.

> BIG BLACK WATER DISTRICT USER DISER Subscribed and sworn to before me in my presence, this 3 day of 50 25, a Notary Public in and for the

> > adio Lee (signature) Notary Public

County of Dilakesestate of My commission expires_≤

STATE OF MISSISSIPPI, County of Madison:

EASEMENT AND WATER USERS ACREEMENT

INDEXED 1831

THIS ACREEMENT entered into between the BIG BLACK NATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT" and Sox 90 Frankling inafter called "USER".

WITNESSELL: Gullar

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

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SE4 NE 4 Sec 8 TN9N R 3E. along morgan Road

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a subscribing witness to the force.

going instrument, who being first duly sworn, deposeth and saith that saw the within mamed whose name(s) is subscribed theret sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a

STATE OF MISSISSIPPI China. STATE OF MISSISSIPPI, County of Madison: and a guasar of of BILLY, V. COOPER, Clerk

EASEMENT AND WATER USERS WATER USERS AGREEMENT

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter NORA Lee DADIS called "USER".

WITNESSEIH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Ω there users Agreement as required by the DISTRICT;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

At 2. Pickens
House on left 15 mile west o Robins Scray
NW/4 NW/4. Sec 28. To IN R 3 E

The USER agrees to grant to the DISTRICT, its sucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land beglonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of 5.5. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter. time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water morther USER. To the event the total variety carryly shall be insufficient to a same than the country of the same than to another USER. In the event the total water supply shall be insufficient to meet all



the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is deemed may pro-rate the water available among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic-purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER shall commect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages. the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this Agreement on this the 27 day of 1978. BIG BLACK WATER DISTRICT

USER

Subscribed and sworn to before me in my presence, this 27 day of sentence. 19 78, a Notary Public in and for the County of Manufacture of Minister of Minister of Manufacture of Manufactu (signature) Notary Public My commission expires 3

STATE OF MISSISSIPPI, County of Madison:

EASEMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and horeinafter called "USER".

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement horein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

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I meter Stoke slace Ext JR Tate Hadrater

Solf SWG Sec 28 AW 90 R-1E.

Ship Sec 24 TW 90 R-1E.

Ship Sec 24 TW 90 R-2E.

Ship Fibrish agrees to grant to the DISTRICT, Its Aucessors and assigns,

Photographes to grant to the DISTRICT, its successors and assigns, a porporual casement in, over, under and upon the above described land, with the right to creet, construct; install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

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The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of 50. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter. i

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among the various USERS on such basis as is deemed equitable by the Board of among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for agriculture purposes. any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages. of estimating with exactness the resulting damages.

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IN WITNESS WIEREOF, we have executed this Agreement on this the 27 day os april BIG BLACK WATER DISTRICT ro , non; one of the second of the first of the second USER The first of the f . o ni. ·

so for wear fine post. Subscribed and sworn to before me in my presence, this day of a peril presence, this day of a peril presence, this day of a peril presence of the form of the form

Notary Public Country 1 My commission expires 1945 18 Control of the second CO3 C CONTINUED

was eligible of STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk By. D. Wright......D. C.

PAGE 177 PAGE 585 WATER USERS AGREEMENT

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THIS ACREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property.

5 E/4 5 E/4 Sec 6 . TN 9 N.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point:

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a doposit in the amount of \$ 15 In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter. a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

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deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

WITNESS WHEREOF, we have executed this Agreement on this the $\underline{\underline{\zeta}}$ BIG BLACK WATER DISTRICT WITNESS: STATE OF MISSISSIPPI USER COUNTY OF MADISON personally appeared before me, the undersigned authority in and for the jurisdiction above mentioned, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated. GIVEN UNDER MY HAND and official seal on this the Notary Public (SEAL) MY COMMISSION EXPIRES: STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named a subscribing witness to the foregoing instrument, who being first duly sworn, deposeth and saith that saw the within named whose name(s) is subscribed theret named sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a sign and delivered the foregoing instrument on the

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EASEMENT AND WATER USERS AGREEMENT

politic of the State of Mississippi, heroinafter called the "DISTRICT", and hereinafter called WSER". Min Control

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is horeby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

4th focus on left See 24 TV 9N BZE malisa, County

The USER agrees to grant to the DISTRICT, its aucossors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egross from the above described lands.

The USER shall install and maintain at his own expense a service line The USER shall install and maintain at his own expense a service which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

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The USER agrees to pay a deposit in the amount of _______. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter. refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall independent the allocation of water to USERS in big event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER with the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult. if not impossible, to prove the amount of damages. The ... would be difficult, if not impossible, to prove the amount of damages. parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

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IN WITNESS WHEREOF, we have executed this Agreement on this the BIG BLACK WATER DISTRICT USER al diene Ba 127.0% .41. 42 14 . 5 Y only was but a heart of heart of Subscribed and sworn to before me in my kear oversular with a second of greek bay of greek presence, this Day of gruy

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BILLY V. COOPER, Clerk
By D. C.

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EASEMENT AND ... WATER USERS AGREEMENT ...

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THIS AGREEMENT ontered into between the BIG BLACK WATER DISTRICT, a body policing of the State of Mississappi, hereinafter called the MISTRICT", and MISSISSAPPI, hereinafter called "USER".

WITNESSETH:

1. 200 10 4 2 5

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

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The DISTRICT shall furnish, subject to the limitation set out in its

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Chinis Sub-division

Sec. 24 Tr 9r R-2K Madison County

Sw/ DW//

The USER agrees to grant to the DISTRICT, its successors and assigns

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to creet, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

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The USER agrees to pay a deposit in the amount of _____. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

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IN WITNESS WHEREOF, we have executed this Agreement on this the 3 day The speed that it was a BIG BLACK-WATER DISTRICT Solution of the control of the contr 3 600 000 000 STATE OF MISSISSIPPI, Country of Madison: 19 A. a Notary Public in and for the County of Malansiate of Musical Signature)

Notary Public

Notary Public My commission expires 3 - 19; 183

STATE OF MISSISSIPPI, County of Madison:

EASEMENT AND WATER USERS AGREEMENT

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. . 1

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, bereinafter called the "DISTRICT", and hereina called "USER".

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WITNESSETH:

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The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter smended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

Frile rast of Firey Road on Grangarill, The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect; construct, install, and lay, and thereafter use, operate, juspect, repair, maintain, replace and remove water pipelines and appurtenant facilities.

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The USER agrees to pay a deposit in the amount of 25. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service water to a USER who allows a connection or extension to be made of his service. line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for agriculture purposes.

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my commission expires 190 2
STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
or record in my office this and day of Linguist 19 Bl., at . 7. 36 clock M., and
was duly recorded on the day of AUG 3 71981, 19, Book No. 17 on Page . 57.1 in
Will william the first the
Witness my hand and seal of office, this theof AUG 3 : 1987

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EASEMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

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WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

SWG SWG Sec 19: TN9N R-28 ME Ly SELY SEC24 TN9N RZE

The USER agrees to grant to the DISTRICI, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point:

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a fee will be charged for a reconnection of the service. 19 IN WITNESS WHEREOF, we have executed this Agreement on this the 200 BIG BLACK WATER DISTRICT WITNESS: STATE OF MISSISSIPPI USER COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, GIVEN UNDER MY HAND and official seal on this the $20\,\%$ 19<u>74</u>. (SEAL) Public MY COMMISSION EXPIRES: STATE OF MISSISSIPPI COUNTY OF MADISON ... PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named a subscribing witness to the fore going instrument, who being first duly sworn, deposeth and saith that saw the within named whose name(s) is subscribed therefore sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.
STATE OF MISSISSIPPT, County of Madison: was duly recorded on the way of the with the with the wife of the wife of the way of the way of the wife of the way of th AUG 3 ; 1931 , 19

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9004 177 PAGE 595 EASEMENT AND WATER USERS AGREEMENT

INDEXED.

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter colled the "DISTRICT", and NATHAN ORANT R-3 B-146 D CONTON hereinafter called "USER".

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WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties heroto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the

Blue how on left on Lillie Drive See 24 TN 9N R2E Malion County SW/9 BH/p

The USER agrees to grant to the DISTRICT, its gucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

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IN WITNESS WHEREOF, we have executed this Agreement on this the Lity. BIG BLACK WATER DISTRICT . Ja. 4 L ... USER- : ! 1>

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. 4:

STATE OF MISSISSIPPI, County of Madison:

for record in my office this 20 day of ... AUG 3 1981 ... Book No. ... on Page ... in my office. Witness my hand and seal of office, this the ... of AUG 3 1981 ... 1

We have

BILLY V. COOPER, Clerk By M. Wright D.C.

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RIGHT-OF-WAY EASEMENT

, and the second se
No. 14 Care Arts
FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Mading County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along
the Morth side of the Sto Botton, Road
NE /4 NWK Sec 29
Section 29, Township 1/N North,
Range 3 East, Maderon

for the purpose of laying, constructing, replacing and maintaining a water distribution line or lines and appurtenances thereto, with rights of ingress and egress for such purposes."

THIS THE 317 day of May Eddie George

> Subscribed and sworn to before me in my presence, this 3/7day of May
>
> 1979, a Notary Public in and for the County of M. O. Pstate of May
>
> (segnature)
>
> Notary Public My commission expires 3 - 19, 1983.

CALL TO SERVICE CONTRACTOR STATE OF MISSISSIPPI, County of Madison:

M | 4 % | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M | C | M

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BILLY V. COOPER, Clerk By. M. Winglit, D. C.

County, Mississippi; .

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EASEIENT AND 0.00 WATER USER'T AGREEMENT

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NE/4 SW/4 Sec 28 TugN RIE.

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for record in my office this A. day of Aug 31 1981 ..., 19 ..., at A. Book No/ on Page 5.70. in my office. The state of the s

BILLY V. COOPER, Clerk By M. Wright D.C.