

not paid

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1936

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 *Clifton Burton B-3 B-1487* 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:

1st home on left from Kings Ranch Road on Chain Drive Sec 24 T49N R-2E Madison County SW 1/4 B-1487

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.

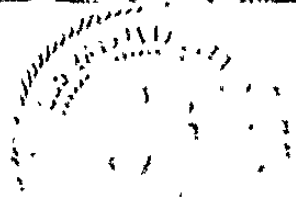
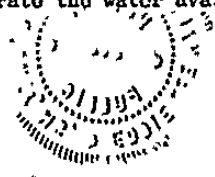
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 USER agrees to pay a deposit in the amount of *\$25.00*. 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



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 forecast 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 9th day of July, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Clifton Brown
USER

2/2

Subscribed and sworn to before me in my presence, this 9th day of July, 1979, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1983



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 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the AUG 31 1981, 1981, Book No. 22 on Page 500 in my office.
Witness my hand and seal of office, this the of 19.....
BILLY V. COOPER, Clerk
By: N. Wright, D.C.

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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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the South side of the Stake Rock

SE 1/4 SW 1/4 + SW 1/4 SW 1/4
Section 20, Township 9 N North,
Range 2 E East, 11-7 DIS-8
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 3rd day of May 1979.

Blanche Cook Butcher

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 3rd day of May 1979, a Notary Public in and for the County of Madison State of Miss

Eddie Lee Mauldin
(signature)

Notary Public

My commission expires 3-19 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 3rd day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 31 day of AUGUST, 1981, Book No. 177 on Page 502 in my office.

Witness my hand and seal of office, this the 31 day of AUGUST, 1981.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

EASEMENT AND WATER USERS AGREEMENT

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2700

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

SE 1/4 NW 1/4 Sec 7 TN 9N R 3E
SE 1/4 SE 1/4 Sec 8 TN 9N R 3E

6 meters

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 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 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

100-177-504
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 forecast 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 7th day of April, 1979.

WITNESS: [Signature]
Eddie Lee Menden
~~USER~~

STATE OF MISSISSIPPI
COUNTY OF MADISON

USER

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, M. C. Call 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 7th day of April, 1979.

(SEAL)
MY COMMISSION EXPIRES:
13-19-83

Eddie Lee Menden
Notary Public



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, depose 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 herein mentioned.

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 177 day of AUGUST, 1981, Book No. 177 on Page 503 in my office.

Witness my hand and seal of office, this the 28 day of AUGUST, 1981.

BILLY V. COOPER, Clerk

By [Signature], D. C.

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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 Mrs. Doris Cheney P-1 B-15 J. W. A. 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 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:

*3 - meter 2 at water 1 - at edge of tree
across road.*

SE 1/4 S1/4 Sec 28 T29 N W 1/4

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 USER agrees to pay a deposit in the amount of 75.00. 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

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 forecast 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 18th day of April, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Leo Mauldin

Dennis Chappin

USER

USER - [unclear]

2/10

Subscribed and sworn to before me in my presence, this 18th day of April, 1979, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Leo Mauldin
Notary Public
My commission expires 3-19, 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 20 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 20 day of AUGUST, 1981, Book No. 77 on Page 505 in my office.

Witness my hand and seal of office, this the 20 day of AUGUST, 1981.

BILLY V. COOPER, Clerk

By: [Signature], D. C.

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 Arthur Lee Braghtley, R-3 B 3-21 hereinafter called "USER". *Clinton*

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:

*1st house south Thomas Cape
W 1/2 NW 1/4 Sec 7 T11N 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.

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 25⁰⁰ deposit 60⁰⁰ meter 198⁰⁰. 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



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 forecast 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 23rd day of May, 1979.

BIG BLACK WATER DISTRICT
 BY: Eddie Lee Mauldin
Arthur L. Daugherty
 USER

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Subscribed and sworn to before me in my presence, this 23rd day of May, 1979, a Notary Public in and for the County of Madison State of Mississippi.
Eddie Lee Mauldin
 (signature)
 Notary Public
 My commission expires 3-19-83



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 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28th day of August, 1981, Book No. 172 on Page 507. in my office, AUG 31 1981

Witness my hand and seal of office, this the of 19.....
 BILLY V. COOPER, Clerk
 By: B. Wright, D. C.

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BOOK 177 PAGE 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 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 fifteen (15) feet in width along the North side of the Soldier, Calvary Road
N 1/4 SW 1/4
Section 26, Township 9 N North,
Range 2 E East, Madison
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 18th day of April, 1979.

J. C. Davidson, Jr

WITNESS:
E. Lee Maudlin

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.



Subscribed and sworn to before me in my presence, this 18th day of April 1979, a Notary Public in and for the County of Madison State of Miss
E. Lee Maudlin
(signature)
Notary Public
My commission expires 3-19-83

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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUGUST, 1981, Book No. 22 on Page 509 in my office.
Witness my hand and seal of office, this the 28 day of AUGUST, 1981.

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

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Easement Only 177 PAGE 510

EASEMENT AND
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 Slyde Edwards SR 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:~~

Every place Right of Way Easement Only

NRK SW 1/4 Sec 7 T29N R-3E.

Corner U.S. 16 West + Green 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, 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 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 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 forecast 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 5th day of April, 1979.

WITNESS:

BIG BLACK WATER-DISTRICT

BY: Eddie Lee Mauldin

Clyde Edwards Sr.

USER

USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

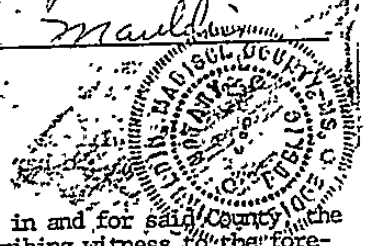
PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Clyde Edwards Sr. who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 5th day of April, 1979.

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(SEAL)
MY COMMISSION EXPIRES:
3-19-83

Eddie Lee Mauldin
Notary Public



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County in the within named _____ a subscribing witness to the foregoing instrument, who being first duly sworn, depose and saith that _____ saw the within named _____ whose name(s) is subscribed thereto 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 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 28th day of August, 1981, at 7:30 o'clock P.M., and was duly recorded on the 28th day of August, 1981, Book No. 77 on Page 50 in my office.

Witness my hand and seal of office, this the 28th day of August, 1981.

BILLY V. COOPER, Clerk

By: D. L. Wright, D. C.

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 called the "DISTRICT", and Clyde Edwards, Jr. 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:

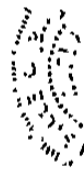
East side of McBride Road
E. 1/2 N. E. 1/4 Sec. T. 9 N. R. 3 E.

Meter on east side of McBride 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, 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 deposit in the amount of \$ 25.00. 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 forecast 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 7th day of April, 1979.

WITNESS:

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
Clayton B. Edwards, Jr.

USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Clayton B. Edwards, Jr. 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 7th day of April, 1979.

Eddie Leo Mauldin
Notary Public

(SEAL)
MY COMMISSION EXPIRES:
5-19-83

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, depose and saith that _____ saw the within named _____ whose name(s) is subscribed thereto 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 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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the _____ day of AUG 31 1981, 19____, Book No. 177 on Page 577 in my office.

Witness my hand and seal of office, this the _____ of _____, 19____.

BILLY V. COOPER, Clerk

By [Signature], D. C.

B.T. Joy Estate

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177 PAGE 514
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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the West side of the Way Road
SE 1/4 SE 1/4 Sec 24

Section 24, Township 10N North,
Range 3E 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 18th day of May 1979.

James A. Joy
Kathie Joy

WITNESS:
Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 18th day of May 1979, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1983



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 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of AUG 31 1981, 1981, Book No. 177 on Page 54 in my office.

Witness my hand and seal of office, this the 28 day of AUG 31 1981, 1981.

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



THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Ernestine Francis B-3 B-34 Carter 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:

2nd house south of Homer Cafe:

Lot NW 1/4 Sec 7 T. 10 N. 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 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 25.00. 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

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 forecast 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 5th day of June, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Mrs. Earnestine Thomas
USER

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Subscribed and sworn to before me in my presence, this 5th day of June, 1979, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1982



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUG 31 1981, 1981, Book No. 172 on Page 575 in my office.
Witness my hand and seal of office, this the 28 day of AUG 31 1981, 1981.

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

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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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the South side of the Way Road SE 1/4 NW 1/4 Sec 5 SW 1/4 NE 1/4 Sec 5 Section 5, Township 10 N 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.

Low Priest, Mgr. Hayden

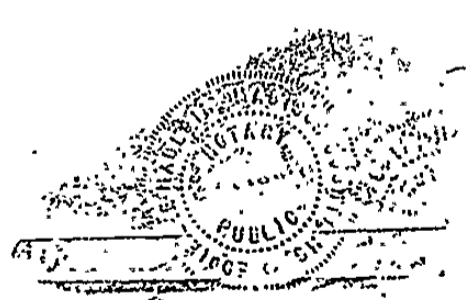
WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 17th day of May 1979, a Notary Public in and for the County of Madison State of Miss.

Eddie Lee Mauldin
(signature)
Notary Public

My commission expires 3-19 83



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 30 day of August, 1981, at 4:30 clock P. M., and was duly recorded on the 30 day of AUG 31, 1981, Book No. 177 on Page 517 in my office.

Witness my hand and seal of office, this the 30 day of August, 1981.

BILLY V. COOPER, Clerk

By B. V. Cooper, D. C.

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BOOK 177 PAGE 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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the East side of the Way Road
NW 1/4 NW 1/4 Sec 8

Section 8, Township 1002 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 19th day of May 1979.

Dewey Henry

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 19th day of May 1979, a Notary Public in and for the County of Madison state of Miss
Eddie Lee Mauldin
(signature)
Notary Public

My commission expires 3-19-1982



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 28 day of August, 1981, at 4:30 o'clock P.M. and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 518 in my office.

Witness my hand and seal of office, this the 28 day of August, 1981.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

INDEXED

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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the West side of the Way Road NW 1/4 SW 1/4 Sec 7

Section 7, Township 10N North, Range 3E 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 23rd day of May 1979.

Elmora Jackson

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 23rd day of May 1979, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-83



By RB

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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the AUG 31 1981 day of AUG 31 1981, 1981, Book No. 177 on Page 519 in my office.

Witness my hand and seal of office, this the AUG 31 1981 of AUG 31 1981, 1981.

BILLY V. COOPER, Clerk

By [Signature], D. C.

EASEMENT AND
WATER USER'S AGREEMENT

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7299

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

Rt 2 Box 151

ft. deep bottom

Pickens, MS.

N 1/4 NE 1/4 Sec 20. T4 N 11W R. 3E
Last house on end of road.

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 USER agrees to pay a deposit in the amount of 25.00 pd. 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-rata 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 forecast 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 10 day of May, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Patricia Johnson
USER

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Subscribed and sworn to before me in my live office, at Jackson, Mississippi, in the presence of this 10th day of May, 1979, a Notary Public in and for the County of Madison, Mississippi, by Eddie Lee Mauldin (Signature) Notary Public. My commission expires 3-19-1982.



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 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 520 in my office. Witness my hand and seal of office, this the 28 day of August, 1981.

BILLY V. COOPER, Clerk
By: N. W. Smith, D. C.

S. M. Shirley Property

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BOOK 177 PAGE 522

RIGHT-OF-WAY EASEMENT

2030

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 the East side of the Way Road SW 1/4 NW 1/4 Sec 18

Section 18, Township 10N North, Range 3E 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.

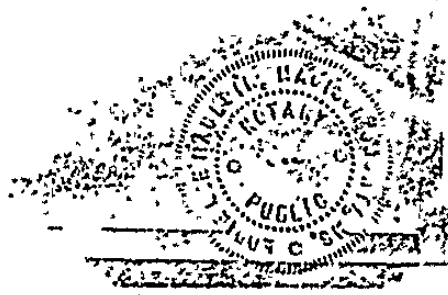
THIS THE 19th day of May 1979.

Lula Jones

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 19th day of May 1979, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19, 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 28 day of August, 1981, at 4:30 clock P.M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 522 in my office.

Witness my hand and seal of office, this the 28 day of August, 1981.

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

BOOK 177 PAGE 523

RIGHT-OF-WAY EASEMENT

INDEXED

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 SW $\frac{1}{4}$ of NW $\frac{1}{4}$, 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 SW $\frac{1}{4}$ of NW $\frac{1}{4}$, 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 SW $\frac{1}{4}$ of NW $\frac{1}{4}$, 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 20th day of April, 1979.

Lampton-Love Incorporated

BY: Robert Y. Love

STATE OF MISSISSIPPI.

COUNTY OF Madison

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert Y. Love,

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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21st day of April; 1979.

Donald A. Sullivan
Notary Public



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 30 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 31 day of AUG 31 1981, 1981, Book No. 177 on Page 523 in my office.

Witness my hand and seal of office, this the 31 day of AUG 31 1981, 1981.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

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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 Anna Stan Lee 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:

SE 1/4 SE 1/4 Sec 6 T49N 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, 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 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 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 computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast 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 5th day of April, 19 79.

WITNESS: _____
BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Anna Steen Lee
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Anna Steen Lee who acknowledged to me that Anna Steen Lee 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 5th day of April, 19 79.
Eddie Lee Mauldin
Notary Public

(SEAL)
MY COMMISSION EXPIRES:
3-19-83

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 thereon 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 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 22 day of August, 19 81, at 4:30 o'clock A.M., and was duly recorded on the _____ day of _____, 19 _____, Book No. 177 on Page 525 in my office. AUG 31 1981
Witness my hand and seal of office, this the _____ of _____, 19 _____.

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

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1983

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 the N. South side of the Way Road
5 1/2 SW 1/4 Sec.

Section 33, Township 11N North,
Range 3E 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.

E. Ellis Sanders

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 17th day of May 1979, a Notary Public in and for the County of Madison State of Miss.

Eddie Lee Mauldin
(Signature)

Notary Public

My commission expires 3-19, 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 30th day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 30th day of AUG 31, 1981, Book No. 177 on Page 527 in my office.

Witness my hand and seal of office, this the of, 19.....

BILLY V. COOPER, Clerk

By D. Wright, D. C.

285-111

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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 Mississippi, hereinafter called the "DISTRICT", and James L. Miley 367 Lerona Ave. Jackson Miss 39206 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:

NW 1/4 NE 1/4 Sec 6 T10N R3E
SE 1/4 NW 1/4 Sec 6 T10N 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 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 \$ 25.00 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

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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 forecast 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 28 day of May, 1979.

WITNESS:

Don H. Carr

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
James F. Miley
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, James F. Miley 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 28 day of May, 1979.

Eddie Lee Mauldin
Notary Public

(SEAL)
MY COMMISSION EXPIRES:
3-19-83

STATE OF MISSISSIPPI
COUNTY OF MADISON

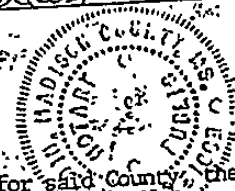
PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named James F. Miley a subscribing witness to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named James F. Miley whose name(s) is subscribed thereon sign and 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 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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 528 in my office.

Witness my hand and seal of office, this the of 19.....

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



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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 Mississippi, hereinafter called the "DISTRICT", and C. R. (BOB) MONTGOMERY 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 desire in connection with USER's occupancy of the following described property:

P.O. BOX 284
CANTON MISS, 39046

S.W. 1/4 NE 1/4 Sec. 7 T. 9 N. 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 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 of 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 \$ 250⁰⁰. 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 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 forecast 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 4th day of November, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

USER C.R. Mutzinger

USER _____

Subscribed and sworn to before me in my presence, this 4th day of November, 1979, a Notary Public in and for the County of Madison, State of Miss.
Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-83

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 30th day of August, 1981, at 4:30 clock P. M., and was duly recorded on the 31st day of August, 1981, Book No. 177 on Page 531 in my office.
Witness my hand and seal of office, this the 31st day of August, 1981.
BILLY V. COOPER, Clerk
By D. J. Wright, D. C.

11-3-77

S-1/2 NE 1/4 Sec 8
T49N R 3E
Madison County

BO 177 PAGE 532
WATER USERS AGREEMENT

INDEXED
2006

Date 9-28-77

I, Frank Morgan Jr., hereby make application to the BIG BLACK WATER DISTRICT, (hereinafter called "Company") for water service at the following location:
Morgan Road

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

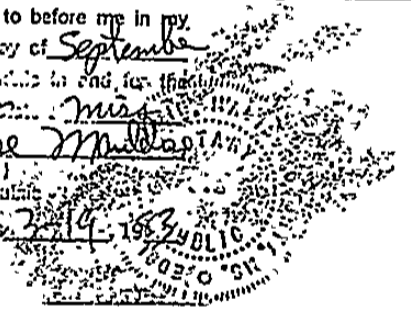
1. To install and maintain at my expense the necessary service line to cause the property described above which is owned or occupied by me to be connected with the water works system at the property line.
2. To begin using water immediately after being notified by the Company that service is available, 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.
4. To pay a refundable connection charge or meter deposit of ^{FIVE} TWENTY DOLLARS (\$25.00), being refundable in accordance with the rules and regulations of the Company.

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

Total Paid \$ 50.00
Date Received: 6-6-77
By: _____
Cash: _____ Check: _____

Frank Morgan Jr.
Property Owner Tenant
MAILING ADDRESS: _____

Type of Service: Residential Subscribed and sworn to before me in my presence, this 28th day of September 1977, a Notary Public in and for the State of Mississippi, County of Madison.
Edna Lee Mullins
Notary Public
My commission expires July 19, 1983



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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the East side of the Morgan Road 5 1/2 NE 1/4 Sec 8
Section 8, Township 9 N North,
Range 3 E East, Madison
County, Mississippi;

Subscribed and sworn to before me on this 28th day of September 1979.
My commission expires 19 _____
Notary Public
Eddie Lee Mauldin

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

THIS THE 28th day of September 1979.

T. J. Morgan

WITNESS:
Eddie Lee Mauldin



THIS EASEMENT IS FOR A WATER LINE ONLY. NO OTHER CONSTRUCTION OR FACILITY.

WITNESS:
Eddie Lee Mauldin for
Big Black Water Dist 9-28-79

T. J. Morgan

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 28 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the AUG 31 1981 day of AUGUST, 1981, Book No. 77 on Page 532 in my office.
Witness my hand and seal of office, this the AUG 31 1981 day of AUGUST, 1981.

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

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1987

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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the West side of the Way Road NE 1/4 SE 1/4 Sec 24

Section 24, Township 10N North, Range 3E 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.

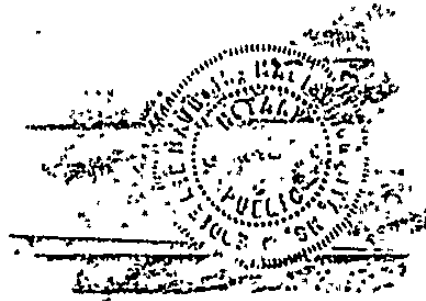
THIS THE 18th day of May 1979.

[Signature]

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 18th day of May 1979, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 5-19, 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 28 day of August, 1981, at 4:36 clock P M., and was duly recorded on the 28 day of AUG 21 1981, 1981, Book No. 177 on Page 534 in my office.

Witness my hand and seal of office, this the 28 day of AUG 21 1981, 1981.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

INDEXED

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

SW 1/4 NW 1/4 Sec 19 T. 9 N R 3 E
East Side of Way Road Madison County

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, 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 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 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

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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 forecast 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 18 day of May 1977.

EASEMENT ONLY
BIG BLACK WATER DISTRICT

WITNESS:

David F. Carr

BY: Stephanie Owens
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

USER

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, who acknowledged to me that _____ 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 _____, 19____.

(SEAL)
MY COMMISSION EXPIRES:

Notary Public

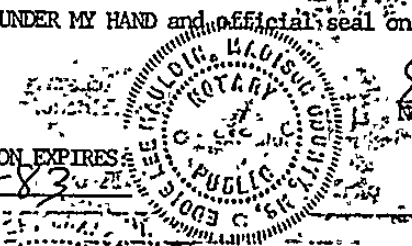
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named David F. Carr a subscribing witness to the foregoing instrument, who being first duly sworn, depose and saith that he saw the within named Stephanie Owens 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 herein mentioned.

GIVEN UNDER MY HAND and official seal on this the 18th day of May 1977

Eddie Lee Mandus
Notary Public

(SEAL)
MY COMMISSION EXPIRES:
3-19-83



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 20 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 20 day of AUG 31 1981, Book No. 177 on Page 535 in my office.

Witness my hand and seal of office, this the of AUG 31 1981, 19.....

BILLY V. COOPER, Clerk

By: D. Wright, D. C.

EASEMENT AND WATER USER'S 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 Walter D. Garrison R-9 B-14709 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:

*Chimn Sub Division
Sec. 24 TN 9N R 2E Madison County
SW 1/4 SW 1/4*

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 USER agrees to pay a deposit in the amount of \$ 2500. 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 prorate 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 forecast 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 9th day of July, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mullin
James R. Parsons
USER

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Subscribed and sworn to before me in my presence, this 9th day of July, 1979, a Notary Public in and for the County of Madison State of Mississippi.
Eddie Lee Mullin
(signature)
Notary Public.
My commission expires 3-19-83



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 29th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 29th day of August, 1981, Book No. 177 on Page 537 in my office.
Witness my hand and seal of office, this the 29th day of August, 1981.

BILLY V. COOPER, Clerk

By D. W. Wright, D. C.

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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 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 Madison County, Mississippi, to-wit:

A strip of land fifteen (15) feet in width along the West side of the Soldier Colony Road

NE 1/4 & E 1/4
Section 26, Township 9 North,
Range 2E East, Madison
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 18th day of April, 1979.

Dwight K. Rudder

WITNESS:
Eddie Lee Mauldin

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.



Subscribed and sworn to before me in my presence, this 18th day of April 1979, a Notary Public in and for the County of Madison State of Mississippi
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-83

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 28 day of August, 1981, at 4:30 clock P.M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 177 on Page 539h my office.
Witness my hand and seal of office, this the 28 day of AUG 31, 1981, 19.....
BILLY V. COOPER, Clerk
By D. Wright, D. C.

INDEXED

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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the West side of the Way Road
N 5 1/4 SE 1/4 Sec 24

Section 24, Township 10N North,
Range 3E 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.

Robert Small

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 17th day of May 1979, a Notary Public in and for the County of Madison State of Miss.

Eddie Lee Mauldin
(signature)
Notary Public

My commission expires 3-19, 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 28 day of August, 1981, at 4:30 clock A M., and was duly recorded on the AUG 30 1981 day of AUG 31 1981, Book No. 177 on Page 540 my office.

Witness my hand and seal of office, this the of, 19.....

BILLY V. COOPER, Clerk

By D. Wright D. 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 in Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the East side of the Way Road
E to NW 1/4 Sec 7

Section 7, Township 10N North,
Range 3E 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 23rd day of May 1979.
Notary Public

WITNESS:
E. Lee Mauldin

Subscribed and sworn to before me in my presence, this 23rd day of May 1979, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public

My commission expires 3-19-83.



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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUG 31, 1981, 1981, Book No. 177 on Page 541 in my office.

Witness my hand and seal of office, this the AUG 31, 1981, 1981.

BILLY V. COOPER, Clerk

By W. Wright, D. C.

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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 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 Madison County, Mississippi, to-wit:

A strip of land ~~thirteen~~ ^{twenty five} feet in width along the NORTH side of the SOLDIER COLENG ROAD 0.15 1/4 S. 1/4 Section 27, Township 9N North, Range 2 East, Madison 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 17th day of April, 1979.

John Smith

WITNESS:

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.

Subscribed and sworn to before me in my presence, this 17th day of April 1979, a Notary Public in and for the County of Madison State of Miss
Sadie Lee Mullin
(signature)
Notary Public
My commission expires 3-19-1983



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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUGUST 1981, Book No. 177 on Page 542 in my office.
Witness my hand and seal of office, this the of 19.....

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

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 Madison County, Mississippi, to-wit:

A strip of land fifteen (15) feet in width along the North side of the Seldin Colony Road

NE 1/4 SW 1/4
Section 27, Township 9 N North,
Range 2 E East, Madison
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 18th day of April, 1979.

W. H. Wright, Jr.

WITNESS:

Eddie Lee Mauldin

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.



Subscribed and sworn to before me in my presence, this 18th day of April, 19 79, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1983

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 28 day of August, 19 81, at 4:30 o'clock PM, and was duly recorded on the 28 day of AUG 31, 19 81, Book No. 177 on Page 543 in my office.

Witness my hand and seal of office, this the 28 of AUG 31, 19 81.

BILLY V. COOPER, Clerk

By W. H. Wright, Jr., D. C.

INDEXED

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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the East side of the Way Road NW 1/2 NW 1/4 Sec 19

Section 19, Township 10N North, Range 3E 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.

A.C. Stephens

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 17 day of May 1979, a Notary Public in and for the County of Madison, State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public

My commission expires 3-19-83



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 28 day of August, 1981, at 4:30 clock P.M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 544 in my office.

Witness my hand and seal of office, this the 28 day of August, 1981.

BILLY V. COOPER, Clerk

By [Signature], D. 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 in Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the East side of the Way Road Wb. SW 1/4 Sec 7

Section 7, Township 10N North, Range 3E 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 18th day of May 1979.

Jerry M. Sumall

WITNESS: Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 18th day of May 1979, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19, 1989



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 18th day of May, 1979, at 4:30 clock A.M., and was duly recorded on the 18th day of May, 1979, Book No. 177, on Page 545 in my office.

Witness my hand and seal of office, this the 18th day of May, 1979.

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

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BOOK 177 PAGE 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 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 Road N 1/2 NW 1/4 Sec 7

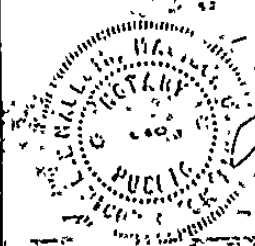
Section 7, Township 10N North, Range 3E East, Madison County, Mississippi;

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 23rd day of May 1979.

Jesse L. Cooper

WITNESS:
Eddie Lee Mauldin



Jesse L. Cooper

Subscribed and sworn to before me in my presence, this 23rd day of May 1979, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-83

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 28 day of August, 1981, at 4:20 o'clock P.. M., and was duly recorded on the 28 day of AUG 31 1981, Book No. 177 on Page 546 in my office.
Witness my hand and seal of office, this the 28 day of August, 1981.

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

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 R. S. Woods 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:

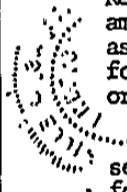
The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

SE 1/4 SE 1/4 Sec 6 T19N 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, 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 deposit in the amount of \$ 25.00. 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 forecast 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 7th day of April, 1979.

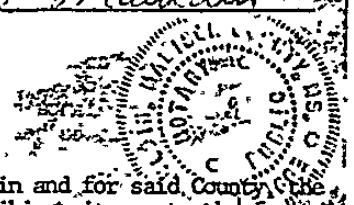
WITNESS: _____
BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin

STATE OF MISSISSIPPI
COUNTY OF MADISON
USER R. L. Woods
USER _____

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, R. L. Woods 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 7th day of April, 1979.

(SEAL)
MY COMMISSION EXPIRES: 3-14-83
Eddie Lee Mauldin
Notary Public



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, depose and saith that _____ 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 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 for record in my office this 28 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 28 day of AUGUST, 1981, Book No. 177 on Page 54 in my office.
Witness my hand and seal of office, this the 28 day of AUGUST, 1981.
BILLY V. COOPER, Clerk
By: M. Wright, D.C.

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Charles Carter R-3 B-147 E Canton 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:

6th house on Chimney Drive
Sec 24 TN 9N R-2E Madison County
SW 1/4 SW 1/4

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 USER agrees to pay a deposit in the amount of \$ 25.00. 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

Commission Expires



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 forecast 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 5th day of July, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
Curtis Carter By
USER
Eddie Lee Mauldin
USER

Subscribed and sworn to before me in my presence, this 5th day of July, 1979, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(signature)
Notary Public

My commission expires, 3-19-1983



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 28 day of AUG 21 1981, 1981, at 4:30 clock P.M., and was duly recorded on the 28 day of AUG 31 1981, 1981, Book No. 77 on Page 549 in my office.

Witness my hand and seal of office, this the AUG 31 1981 day of 1981, 1981.

BILLY V. COOPER, Clerk

By B. V. Cooper, D. C.

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EASEMENT AND
WATER USERX AGREEMENT2830
INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Clarence Chism SR R-3 B 116 Canton 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:

*Lillie Drive last house on right
Sec 24 T99N R2E
SW 1/4 SW 1/4 Malheur 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.

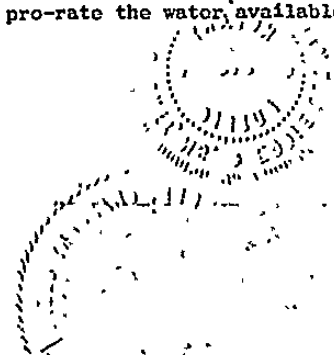
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 USER agrees to pay a deposit in the amount of \$205.00. 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



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.

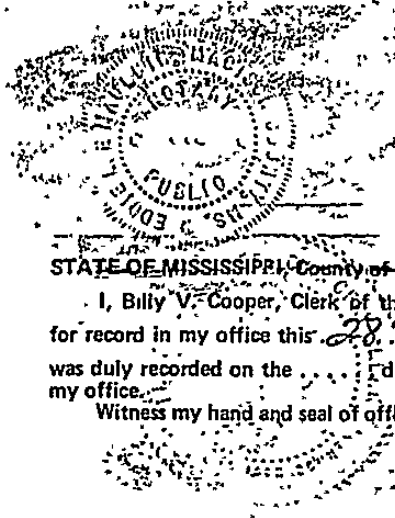
In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly 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 forecast 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 16th day of December, 1978.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
[Signature]
USER
USER

Subscribed and sworn to before me in my presence, this 16th day of December, 1978, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19, 1982



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 28 day of August, 1981, at 4:30 clock P.M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 551 in my office.
Witness my hand and seal of office, this the of, 19.....

BILLY V. COOPER, Clerk
By [Signature], D. C.

EASEMENT AND
WATER USERX AGREEMENT

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Clarence Chason S.R. B-3 hereinafter called "USER". *B146 Carter*

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:

*Chinn Drive 2nd house on left part
Church Sec 24 T4 N R 2 E
SW 1/4 SW 1/4 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.

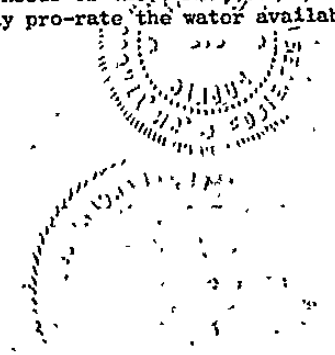
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 USER agrees to pay a deposit in the amount of *\$15.00*. 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



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 forecast 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 16th day of December, 1978.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Billy V. Cooper
USER

Subscribed and sworn to before me in my presence, this 16th day of December, 1978, a Notary Public in and for the County of Madison, Mississippi.

Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-83



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 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 177 on Page 553 in my office.

Witness my hand and seal of office, this the of, 19.....
BILLY V. COOPER, Clerk
By: B. V. Cooper....., D.C.

PS. 2

EASEMENT AND WATER USERX AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Clarence Chinn SR R-3 E 146 Canton 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:

*Chinn Drive 1st house on right (farm house)
Sec 24 T29N R 3E
SW 1/4 SW 1/4 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 USER agrees to pay a deposit in the amount of \$2500. 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



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 forecast 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 16th day of December, 1978.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
Arthur C. ...
USER

USER

Subscribed and sworn to before me in my presence, this 16th day of December 1978, a Notary Public in and for the County of Madison of Mississippi
Eddie Lee Mauldin
(signature)
Notary Public

My commission expires 3-19-1983



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 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28th day of August, 1981, Book No. 177 on Page 555 in my office.
Witness my hand and seal of office, this the 28th day of August, 1981.

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

INDEXED
1933

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Charles Chism SA R-313.146 Canton 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:

~~Lot 10 of Block 10 of Canton~~
meter in line on chum driveway to
Leonard Cain, Sec 24 T4 N R 2 E
SW 1/4 SW 1/4 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.

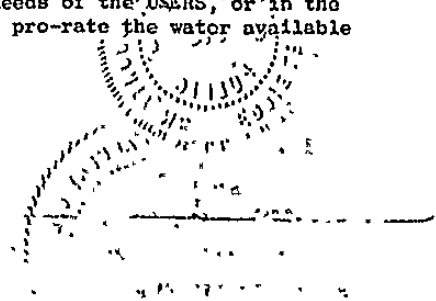
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 USER agrees to pay a deposit in the amount of \$ 25.00. 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



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 forecast 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 16th day of December, 1978.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
Chairman

USER

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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 instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the AUG 31 1981 day of AUG 31 1981, 1981, Book No. 77 on Page 557 in my office.
Witness my hand and seal of office, this the AUG 31 1981 day of AUG 31 1981, 1981.
BILLY V. COOPER, Clerk.
By D. Wright, D. C.

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Charles Thomas SR P-373-146 Canton 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:

*1st house on left Little Drive
Sec 24 R 2E T49N
SW 1/4 SW 1/4 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.

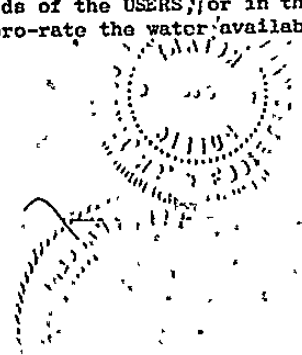
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 USER agrees to pay a deposit in the amount of \$25.00. 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



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 forecast 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 16th day of December, 1978.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
Calvin C. [Signature]
USER

USER:

Subscribed and sworn to before me in my presence, this 16th day of December, 1978, a Notary Public in and for the County of Madison, Miss.
Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-83



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 28 day of August, 1981, at 4:30 o'clock P. M. and was duly recorded on the 31 day of AUG 31 1981, 1981, Book No. 177 on Page 559 in my office.
Witness my hand and seal of office, this the 31 day of AUG 31 1981, 1981.

BILLY V. COOPER, Clerk
By [Signature], D. C.

EASEMENT AND
WATER USER'S AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Charles Chinn SR. R-3 7-146 Canton 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:

Chinn's House Sec 24 T19N. R 2E
SW/4 SW/4 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 USER agrees to pay a deposit in the amount of \$2500. 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



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 forecast 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 16th day of December, 1978.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Richard Ross Larkin
USER

Subscribed and sworn to before me in my presence, this 16th day of December, 1978, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-83



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 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the AUG 31 1981 day of AUG 31 1981, 1981, Book No. 77 on Page 561. in my office.
Witness my hand and seal of office, this the AUG 31 1981 day of AUG 31 1981, 1981.
BILLY V. COOPER, Clerk
By: [Signature], D. C.

not paid

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Leonard Cain (B.B. 4811) 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:

on Chinn Drive
Sec 24 T29N R2E Madison County
SW 1/4 SW 1/4

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 USER agrees to pay a deposit in the amount of \$250. 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



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 forecast 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 5th day of July, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
Leonard Cain BY
USER Maple W. Cain
USER

Subscribed and sworn to before me in my presence, this 5th day of July, 1979, a Notary Public and for the County of Madison in the State of Mississippi.
Eddie Lee Mauldin (signature)
Notary Public
My commission expires 3-19-1983

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 28 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 563 in my office.

Witness my hand and seal of office, this the 28 day of August, 1981.
BILLY V. COOPER, Clerk
By D. Wright, D. C.

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Art Crawford R-1B-14 Flow 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:

SW 1/4 SE 1/4 +
SW 1/4 SW 1/4 Sec 29 Twp 9 N R 1 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 deposit in the amount of \$2500. 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 forecast 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 18th day of April 1979.

WITNESS: _____
BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
[Signature]
USER


STATE OF MISSISSIPPI
COUNTY OF MADISON

USER

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, F. S. Crawford 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 18th day of April 1979.

(SEAL)
MY COMMISSION EXPIRES:
3-19-83

Eddie Lee Mauldin
Notary Public


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, depose and saith that _____ named _____ whose name(s) is subscribed thereto 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____.

(SEAL)
MY COMMISSION EXPIRES: _____

Notary Public

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 20 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the _____ day of _____, 19____, Book No. 177 on Page 565 in my office.

Witness my hand and seal of office, this the _____ of AUG 31 1981, 19____.
BILLY V. COOPER, Clerk
By [Signature] D. C.

Joy Exp

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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 Clair R-2 B 145 Pickens 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:

Home on lot 1/4 mile west of Robinson's Grocery
NW 1/4 NW 1/4 Sec 28 T-6 N-14 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, 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 25.00. 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 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 forecast 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 13th day of December, 1978.

BIG BLACK WATER DISTRICT

BY: Edwin Lee Mullins
Alvone C. Jay
USER

USER

Subscribed and sworn to before me in my presence, this 13th day of Dec 1979, a Notary Public in and for the County of Madison State of Miss
Edwin Lee Mullins
(signature)
Notary Public
My commission expires 3-9, 1989



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 28 day of August, 1981, at 4:30 o'clock a M., and was duly recorded on the AUG 31 1981 day of AUG 31 1981, 19....., Book No. 177 on Page 267 in my office.
Witness my hand and seal of office, this the..... of....., 19.....
BILLY V. COOPER, Clerk
By..... D. Wright..... D.C.

pd. Deposit 20.00
7-16-79

EASEMENT AND
WATER USERX AGREEMENT

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INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and GEORGE C. COLEMAN, A-8 B146C, Canton 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:

*Sec 24 TN 9W R 2E
SW 1/4 SW 1/4 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 USER agrees to pay a deposit in the amount of \$2500. 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



among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also proscribe 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.

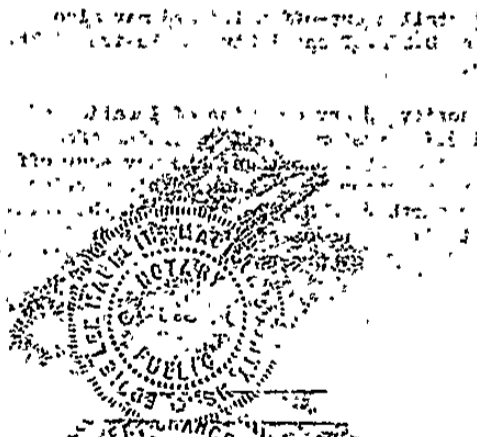
The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the 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 forecast 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 19th day of December, 1979.

BIG BLACK WATER DISTRICT
User George C. Pollock
By Eddie Lee Mauldin
USER



Subscribed and sworn to before me in my presence, this 19th day of December, 1979, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-83.

C.P.C.

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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUGUST, 1981, Book No. 177 on Page 569 in my office.

Witness my hand and seal of office, this the 28 day of AUGUST, 1981.
BILLY V. COOPER, Clerk
By N. Wright, D.C.

not paid

EASEMENT AND WATER USERX AGREEMENT

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and JAMES COLLIER, R. 148 Canton 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:

*1st Tracts North of Church in Clinton Sub. Division
Sec. 24 R 2E TN 9N
SW 1/4 SW 1/4 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.

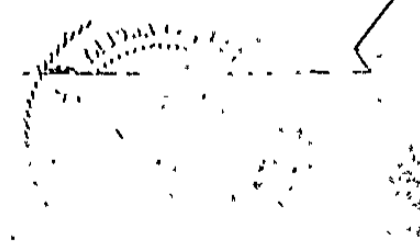
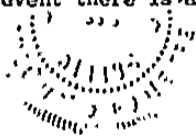
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 USER agrees to pay a deposit in the amount of \$2500. 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



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 forecast 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 16th day of December, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Ronnie L. Collins
USER

Subscribed and sworn to before me in my presence, this 16th day of December, 1979, a Notary Public in and for the County of Madison, Mississippi.
Eddie Lee Mauldin
Notary Public
My commission expires 3-19-1983



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 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the AUG 31 1981 day of August, 1981, Book No. 177 on Page 571 in my office.

Witness my hand and seal of office, this the AUG 31 1981 day of August, 1981.
BILLY V. COOPER, Clerk
By: [Signature], D. C.

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

Richard
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:

Left at Robinson, Left at y. yellow house 1/2 mile Right NW 1/4 NW 1/4 Sec 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.

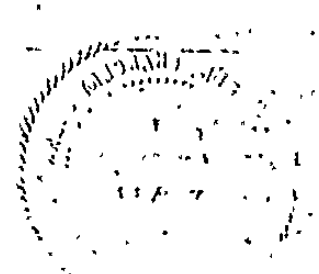
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 \$25.00. 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



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 forecast 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 1st day of June, 1979

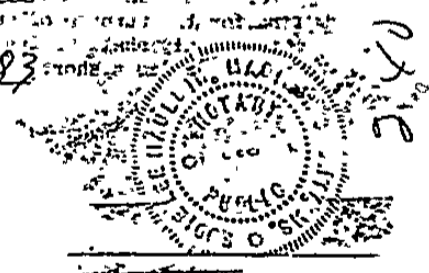
BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

USER

USER

Subscribed and sworn to before me in my presence, this 1st day of June, 1979, a Notary Public in and for the County of Madison, of the State of Mississippi, Eddie Lee Mauldin, My commission expires 3-19-1983



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 29th day of August, 1981, at 7:30 o'clock P.M., and was duly recorded on the 29th day of August, 1981, Book No. 177, on Page 577, in my office.

Witness my hand and seal of office, this the 29th day of August, 1981

BILLY V. COOPER, Clerk

By: [Signature] D.C.

EASEMENT AND
WATER USERS' AGREEMENT

INDEXED

THIS AGREEMENT entered into between the BIG-BLACK WATER DISTRICT, a body political of the State of Mississippi, hereinafter called the "DISTRICT", and Ree Anna Cole 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:

*Last house on end of road
NW 1/4 NW 1/4 Sec. 29 TN 11W 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, 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.

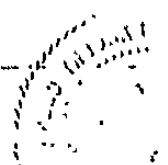
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 2500. 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



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 forecast 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 21st day of May, 1979.

BIG BLACK WATER DISTRICT

BY Eddie Lee Mauldin

Richard Cole

USER

USER

Subscribed and sworn to before me in my presence, this 21st day of May, 1979, a Notary Public in and for the County of Madison State of Mississippi.

Eddie Lee Mauldin
(signature)

Notary Public

My commission expires 3-19-83



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 21st day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 31st day of AUG 31 1981, 1981, Book No. 177 on Page 573 in my office.

Witness my hand and seal of office, this the 31st day of August, 1981.

BILLY V. COOPER, Clerk

By M. W. Wright, D. C.

Joy E. ~~INDEXED~~

2830

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi hereinafter called the "DISTRICT", and Nathaniel Cole R-2 B-160 Pickens 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:

*Left at Robinson's Gro. Left at Crossroads
House close to end of road
NW 1/4 NW 1/4 Sec 29 T11N R3E
Identified by highway now at Robinson's Gro
- Childs & Co. as to NW 1/4 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.

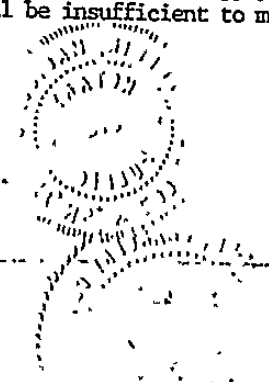
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 25.00. 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 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 forecast 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 13th day of December, 1983.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mullins
Nathaniel Cole
USER

USER

Subscribed and sworn to before me in my presence, this 13th day of Dec, 1983, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mullins
(signature)
Notary Public
My commission expires 3-19-1983



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 13th day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 3rd day of AUG. 3rd, 1981, Book No. 172 on Page 525 in my office.

Witness my hand and seal of office, this the 13th day of AUG 31 1981, 1981.

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

INDEXED

2034

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 Willie Doyle Box 90 Fismuth hereinafter called "USER".

WITNESSETH: anlbn

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:

SE 1/4 NE 1/4 Sec 8 T19N R 3E.
along Morgan Road

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 deposit in the amount of \$ 25.00. 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 forecast 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 7th day of April, 1979.

BIG BLACK WATER DISTRICT

WITNESS:

BY: Eddie Lee Mauldin
Willie Doyle
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

USER

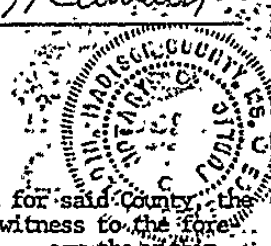
PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Willie Doyle who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 7th day of April, 1979.

Eddie Lee Mauldin
Notary Public

(SEAL)
MY COMMISSION EXPIRES:
3-11-83

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, depose 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 _____ and acknowledged that they signed and delivered the foregoing instrument on the

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 28 day of August, 1981, at 4:30 clock P.M. and was duly recorded on the 28 day of AUG 1981, Book No. 17 on Page 599 in my office.

Witness my hand and seal of office, this the 28 day of AUG 1981.

BILLY V. COOPER, Clerk

By D. Wright D. C.

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

*Rt 2, Pickens
House on left 1/4 mile west of Robinson Grocery
NW 1/4 NW 1/4 sec 28 T4 N 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 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 25.00 ^{PAID} 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 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 forecast 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 27 day of Sept, 1978.

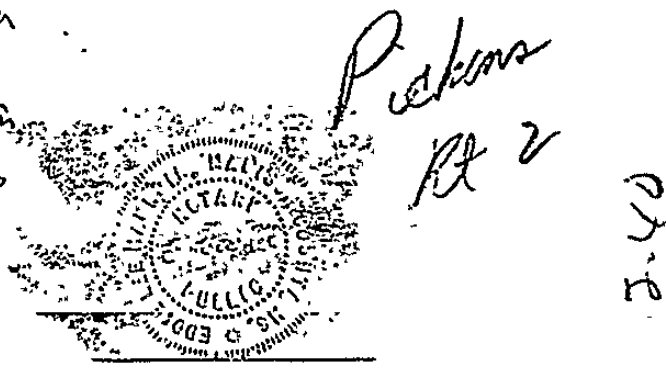
BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

Parva Lee Davis
USER

USER

Subscribed and sworn to before me in my presence, this 27th day of September 1978, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19, 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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 177 on Page 581 in my office. Witness my hand and seal of office, this the 28 day of AUG 31, 1981.

BILLY V. COOPER, Clerk

By: B. Wright, D. C.

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 Clayton Edwards SR 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:

2 Meter across Bryan Springs
1 meter stake place East of State Headquarters
5 1/4 SW 1/4 Sec 28 TN 9N R-1E
5 1/4 SE 1/4 Sec 24 TN 9N R-1E
5 1/4 SW 1/4 + 5 1/4 SE 1/4 Sec 19 TN 9N R-2E

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.

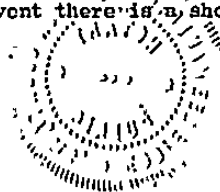
1/2 SW 1/4 Sec 7 TN 9N R-3E
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided 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 \$ 5000. 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



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 forecast 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 27th day of April, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Clyde Edwards
USER

Subscribed and sworn to before me in my presence, this 27th day of April, 1979, a Notary Public in and for the County of Madison State of Mississippi
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1981



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 28 day of August, 1981, at 4:30 clock P. M. and was duly recorded on the 28 day of AUGUST, 1981, Book No. 177 on Page 583 in my office.
Witness my hand and seal of office, this the 28 day of AUGUST, 1981.
BILLY V. COOPER, Clerk
By [Signature], D. C.

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

S E 1/4 S E 1/4 Sec 6 T 9 N R 3 E.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, 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 deposit in the amount of \$ 25.00. 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 forecast 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 5th day of April, 1979.

WITNESS: _____
BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
William Ellington
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

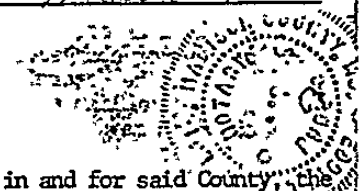
USER

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, William Ellington 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 5th day of April, 1979.
Eddie Lee Mauldin
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 sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a _____ and delivered the foregoing instrument on the _____

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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 177 on Page 585.
Witness my hand and seal of office, this the _____ of AUG 31, 1981.

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

EASEMENT AND
WATER USER AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body
politic of the State of Mississippi, hereinafter called the "DISTRICT", and
Angie Lee Esco R-3 10148 G hereinafter
called "USER". *Carla*

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 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:

*4th house on left
Sec 24 T19N R2E Madison County
SW 1/4 SW 1/4*

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 USER agrees to pay a deposit in the amount of \$ 250. 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



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 forecast 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 5th day of July, 1983.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Angie L. Cooper
USER
USER

Subscribed and sworn to before me in my presence, this 5th day of July, 1983, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(signature)
Notary Public.
My commission expires 3-19-83.

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 28 day of August, 1983, at 9:30 o'clock P.M., and was duly recorded on the 28 day of August, 1983, Book No. 127 on Page 587 in my office.
Witness my hand and seal of office, this the 28 day of August, 1983.

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

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EASEMENT AND
WATER-USER'S AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Robert Emery R-3 B-144 B Cantler 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:

*Chasin Sub-division
Sec. 24 T. 9N. R-2 E Madison County
SW 1/4 SW 1/4*

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.

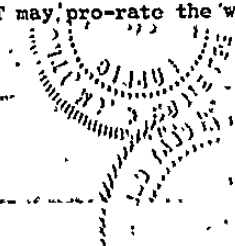
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 USER agrees to pay a deposit in the amount of \$ 25.00. 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



among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also proscribe 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 forecast 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 5th day of July, 1979.

BIG BLACK WATER DISTRICT

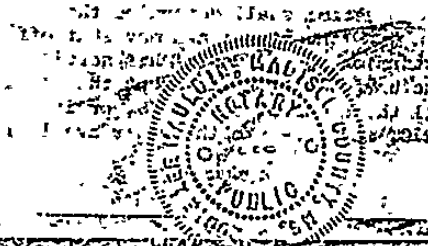
BY: Eddie Lee Mauldin

Robert Emery By

USER Dr. Vernon S. Emery

USER

3000
1000
75
60



Subscribed and sworn to before me in my presence, this 5th day of July

1979, a Notary Public in and for the

County of Madison State of Miss

Eddie Lee Mauldin

(signature)
Notary Public

My commission expires 3-19-83

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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 instrument was filed for record in my office, this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 31 day of AUG, 1981, Book No. 177 on Page 589 in my office.

Witness my hand and seal of office, this the of AUG 31 1981, 19.....

BILLY V. COOPER, Clerk

By M. Wright, D. C.

EASEMENT AND WATER USER AGREEMENT

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". Jimmy R. Farmer 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:

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:

*1/2 mile east of Jimmy Road on Highway 26,
Jimmy James old air strip
No. 4 SE 1/4 Sec. 8, T. 9 N. 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 to and egress from the above described lands.

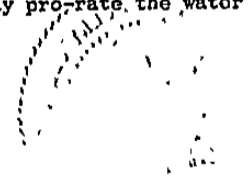
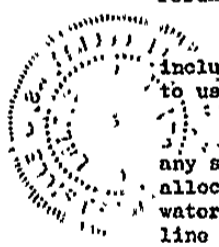
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 25.00 *per 1-16-77*. 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



among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also proscribe 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 forecast 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 16 day of April, 1979.

BIG BLACK WATER DISTRICT

BY:

USER

Lee R. Farmer

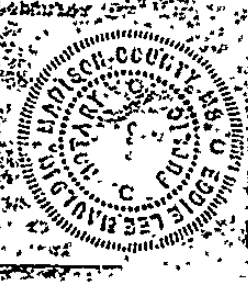
Subscribed and sworn to before me in my presence, this 16 day of April, 1979, a Notary Public in and for the

County of Madison State of Miss

Edna Lee Mauldin

Notary Public

My commission expires 3-19-1983



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 28 day of August, 1981, at 8:30 clock P.M., and was duly recorded on the 3 day of AUG 3, 1981, Book No. 177 on Page 591 in my office.

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

BILLY V. COOPER, Clerk

By B. V. Cooper, D. C.

2 - meters

2 + 1/2

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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 Morris Ferguson 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:

SW 1/4 SW 1/4 Sec 19 T49N R2E
NE 1/4 SE 1/4 Sec 24 T49N R2E

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 deposit in the amount of \$ 2500. 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 forecast 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 20th day of April 1979.

WITNESS: BIG BLACK WATER DISTRICT BY: Eddie Leo Mauldin USER Maria Ferguson USER

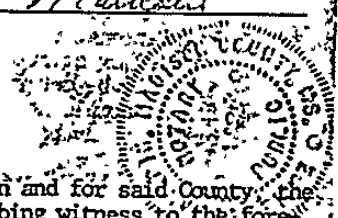
STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Maria S. Ferguson who acknowledged to me that she 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 20th day of April 1979.

(SEAL) MY COMMISSION EXPIRES: 3-19-83

Eddie Leo Mauldin Notary Public



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 thereon 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 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 28 day of August, 1981, at 4:30 clock P.M., and was duly recorded on the day of AUG 31 1981, 19, Book No. 177 on Page 553 in my office.

Witness my hand and seal of office, this the AUG 31 1981, 19

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

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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 NATHAN GRANT R-3 B-146 D. Carter 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:

*Blue house on left on Lullie Drive
Sec 24 TN 9N R 2E Madison County
SW 1/4 & NW 1/4*

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 USER agrees to pay a deposit in the amount of \$25.00. 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

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 forecast 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 25th day of July, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
X Mathargrant
USER

USER

Subscribed and sworn to before me in my

presence, this 25th day of July

1979, a Notary Public in and for the

County of Madison State of Miss

Eddie Lee Mauldin

(signature)
Notary Public

My commission expires 3-19, 1982



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 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 31 day of AUG, 1981, Book No. 177 on Page 595 in my office.

Witness my hand and seal of office, this the 31 day of AUG, 1981.

BILLY V. COOPER, Clerk

By N. W. [Signature], D. C.

Judy Johnson Place

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1813

BOOK 177 PAGE 597

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 Madison County, Mississippi, to-wit:

A strip of land twenty-five (25) feet in width along the North side of the Star Bottom Road

NE 1/4 NW 1/4 Sec 29
Section 29, Township 11 N 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.

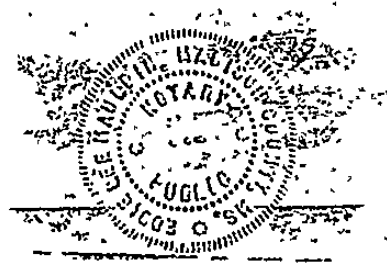
THIS THE 31st day of May 1979.

Eddie George

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 31st day of May 1979, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1983



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 29 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 25 day of August, 1981, Book No. 177 on Page 597 in my office.
Witness my hand and seal of office, this the 31 day of August, 1981.

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

EASEMENT AND
WATER USER AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and BUDY HOLCOMB R-1 B7SD FLORA 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:

*on left before Stoker Chapel Church
1" meter
NE 1/4 SW 1/4 Sec 28 T29N R1E*

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.

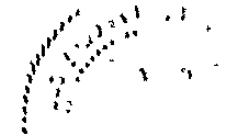
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined 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 USER agrees to pay a deposit in the amount of \$500. 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



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 forecast 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 5th day of June, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
Rudy A. Halcomb

USER Eddie Lee Mauldin
USER Rudy A. Halcomb

Subscribed and sworn to before me in my presence, this 5th day of June, 1979, a Notary Public in and for the

County of Madison State of Mississippi
Eddie Lee Mauldin
(Signature)
Notary Public

My commission expires 3-19-83



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 28th day of August, 1981, at 4:30 clock P.M., and was duly recorded on the 28th day of August, 1981, Book No. 177 on Page 598. in my office.

Witness my hand and seal of office, this the 28th day of August, 1981.

BILLY V. COOPER, Clerk

By N. W. Wright, D. C.