INDEXED

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".

WITNESSETH:

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

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

Octoor from Cycle Zauland S. Plant

Nh Swky Sec 28 to 90 RIE

The USER agrees to grant to the DISTRICT, its guessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, 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 ______. 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

(111)

Market Walter

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

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

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

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

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

STATE OF MISSISSIPE, County of Madison:

10 A

Witness my hand and seal of office, this theof AUG 3 1 1981 19 BILLY V. COOPER,

BILLY V. COOPER, Clerk
By D. C.

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INDEXER 7846

EASEMENT AND WATER USERS AGREEMENT

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

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

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

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

MWG. SW & Sec. 27 Tr 9N R-2E mid-min Livertach projecty

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

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

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

The USER agrees to pay a doposit in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

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

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

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

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

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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 recommentation of the service a fee will be charged for a reconnection of the service. IN WITHESS WHEREOF, we have executed this Agreement on this the //BIG BLACK WATER DESTRICT WITNESS: USER STATE OF MISSISSIPPI above mentioned, // // William and for the jurisdiction who acknowledged to me that / o did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated. COUNTY OF MADISON GIVEN UNDER MY HAND and official seal on this the day of Ca To To To (SEAL) MY COMISSION EXPIRES: E OF MISSISSIPPI
TY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for eaid County, C
in named STATE OF MISSISSIPPI COUNTY OF MADISON . PERSONALLY APPEARED before me, the undersigned notary rubile in and for each county, in a subscribing witness, to the forewithin named going instrument, who being first duly sworn, deposeth and saith that saffiant, whose name(s) is subscribed the named sign and deliver the same to the said DISTRICT; that this affiant, subscribed his table as going instrument same to the said DISTRICT; that the said DISTRICT; that the said DISTRICT; that the said DISTRICT; that the said County, certify that the within instrument was filed for record in my office this day of and day of and said County, certify that the within instrument was filed for record in my office this day of a AUG 31 4981 and said County, certify that the within instrument was filed for record in my office this day of a AUG 31 4981 and said County, certify that the within instrument was filed for record in my office this day of a AUG 31 4981 and said County, certify that the within instrument was filed for record in my office this day of a AUG 31 4981 and said County, certify that the within instrument was filed for record in my office this day of a AUG 31 4981 and a Google and a Go BILLY V. COOPER, Clerk

By M. Wught D.C.

$_{\text{BC}} < 177$ face 604RIGHT-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 un and in

of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in <u>Maderon</u> County, Mississippi, to-wit:
A strip of land twenty-five (25) feet in width along
the North side of the Villia Road
NE/4 NE/4 Sec. 20
SaN/2 Sec. 21
Section $21 + 20$, Township $9N$ North,
Range 2 E East, Medisan
and the second of the second o
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
THIS THE 3 1 day of may 1979.
H Water
WITNESS:
Die Jen Maulder
Subscribed and sworn to before me in my
presence, this 3 day of May
1927, a Notary Public in and for the County of McCounty of McCount
County of Macous state of Thousand
(signature)
Notary Public
My commission expires 77. 19
The state of the s
The state of the s
ATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was file
record in my office this
duly recorded on the day of AUG 8 1 1301 19 Book Ng/7.7. on Page 60

STATE(

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 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 11.27756. County, Mississippi, to-wit:		
A strip of land fifteen (15) feet in width along		
· · · · · · · · · · · · · · · · · · ·		
the Scull side of the OLD FLORA ROAD		
NW/4 NE/4		
Section 20, Township 9N North,		
Range 25 East, 5/1-17/15-11		
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 25 day of This The 1977.		
Y Milie Holwon		
WITNESS:		
EDON Lee Dixental		
A		
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 25 day of Christ		
19 17, a Notary Public in and for the		
Tourney QL_Z (UNAPPESIATE of The second of t		
26 11 10 100 7/7 11 1		
(Signature) Notary Public		
My commission expires $3 - 6, 19$		
The same of the sa		
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		
was duly recorded on the day of AUG 3.1.1981		
Witness my hand and seal of office, this theof		
BILLY V. COOPER, Clerk By. O., Which the D. C.		
By.O. 1., W. W. W. D. C.		

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EASEMENT AND WATER USERS AGREEMENT

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House on R: 1/2 miles West of Robins Group

SW/4. SW/4 Sec 21 TN/N R 3 E

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

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of Day NITNESS WHEREOF, we have executed this Agreement on this the , USEN USEN not a consider the constant of 31 250 M. V. 2726 p. A. USER, therefore to me out to bis. rotunied by the DICIR'CT affer a not acade time on a sater. The sisting shall cure, in the all a reterit valve end day olse Subscribed and sword to before me in my. Testing arrange is host subscribed and sword to before me in my. Testing arrange is host presence, this | Day of May |

To there is no 19 | a Notary Public in and for the subscribed of the presence of the country of Madualny se of the subscribed of the subscr 30-\$93 14 troted! a vater meter tr : My commission expires 3-19, 1983 OBL COMMING EISTATE OF MISSISSIPPIC County of Madison:

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

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EASEMENT AND WATER USER'S AGREEMENT

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SE & NW/4 Sec 28 TV 9N RIE SEK SEK. Sec 21. TV 9N RIE.

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If you is a substantial stantial is a substantial stantial in the service will be charged for a reconnection of the service.

If you is a substantial stantial service and servic BIG BLACK WATER DISTRICT TRADOR IN 1; 1. Year of the first of the second of the se and imposed by the district, Razu The destingtions to the distribution of the end of the (signature) rates he difference about the mode of the Chancery Court of said County, certify that the within instrument was filled for record in my office this day of AUG 31 1981

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(signature) rates he difference about 1982

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

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EASELENT AND TNDEXED 1852 - WATER USERS AGREEMENT

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

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NWA NEW Sec 28 TN 11N R 3E 2 mestailer on left west of Robinson Gracery

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

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

. 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 prosent water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

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

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

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

will be charged for a reconnection of the service. of May WITNESS WHEREOF, we have executed this Agreement on this the 3/day BY: Eddid Lee Ma The state of the s out you has out a front of the change in my in the total total subscribed and sword to before me in my in total total subscribed and sword to before me in my in total total subscribed and sword to before me in my in total total subscribed and sword to many in the first the subscribed and sword to many in the subscribed and sword to many in the subscribed and total subscribed and sword to many in the subscribed and subscribed and sword to many in the subscribed and subscribed and sword to many in the subscribed and sword to many rotunited by the blister. White a consense that the vention of -Fantows in the state of th 103 6 STATE OF MISSISSIPPI, County of Madison:

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WATER USER'S AGREEMENT

BOOK 177 PAGE 612

147, 1 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".

WITNESSETH:

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

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

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

NW/4 NE/4 Sec. 28 PN (IN. R 3E 12) house on left west of Rolinson Lie.

C : 1,

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

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

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

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

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

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available 144177

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3 - 177 PAGE 613

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 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. connections in his system.

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

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

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والمامة والمستنجي فللمثار 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 AUG 31 1981 19 Book No. 7. on Page 1. In my office... AUG 31 1981 19 Witness my hand and seal of office, this the ... of AUG 31 1981 19 ...

BILLY V. COOPER, Clerk
By D. C.

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BOUK 177 PAGE 614
EASEMENT AND

EASEMENT AND WATER USERY AGREEMENT

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

WITNESSETH:

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

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

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

12 house on R. on Chinn Drive Sec 24 TN 9N RZE: Madrian County

5W/p 8/1/2

The USER agrees to grant to the DISTRICT, its mucossors 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.

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

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

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BIG BLACK WATER DISTRICT The state of the second real former to the control of the co USER-Alifaters f' wa " ') 5 " .: Flag tained by such and the control of th no bettel i molt viche and thetall mont-plk vilve and civ alors a setter merow to the light it alors the color to the light it include a apter merer in tries Subscribed and sworn to before me in my use care of presence, this 5 day of the care of th Subscribed and sworn to before me in myue can of presence, this 5 day of the presence, this 5 day of the presence, this 5 day of the presence of the presence

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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

BILLY V. COOPER, Clerk
By D. C.

EASEMENT AND WATER USERY AGREEMENT 130 ... 174

INDEXED -

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

WITNESSETH:

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

NCW, THEREFORE, in consideration of the mutual convenants, promises and

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

Way Road
W/2 NW/4 SECT TN 10.N. R. SE

Right house by Hiway before R.R.

The USER agrees to grant to the District

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

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If I IN WITNESS WHEREOF, we have executed this Agreement on this the day of the first of the service of USER-1 of freeze got To- " C suc paid at the time of hightnayrouse. Weles to the USER, the deposit shall in refunded by the Didigian vithin a reasonable time theresiter. outs yer bun ovier the Subscribed and sworn to before me in my intell addingto every like presence, this day of May 1975 a rough a chiloni presence, this oday of Mantage to the abulant 1921, a Notary Public in and for the abulant of th יים אומיליות . יפנהי, נוס היי זבר זמר מדס-דותר מדס-דותר מדס-דותר מדס-דותר מדס-דותר מדס-דותר מדס-דותר מדס-דותר

STATE OF MISSISSIPPI, County of Madison:

Agent and the same of

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EASEMENT AND WATER USERS AGREEMENT

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WITNESSETH:

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the house south of ente W/2 NW/ Sec 7

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

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

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STATE OF MISSISSIPPI; County of Madison:

for record in my office this. 28 day of AUG 31 4981

AUG 31 4981

AUG 31 1981

AUG 31 1981

BILLY V. COORER, Clerk

By, D. C.

O

15(1... 1777 PAGE 620 . 4856 WATER USERS AGREEMENT

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

| Henry | Lucker | Eddie | George | hereinafter called "USER".
| Coken = Ret 2 | Box 101 | WITNESSETH: | South 2 | Box 138 | Nictes 2 | Sep. 425 Henry Jucker called "USER". Picken's Rt 2 WHEREAS, the USER desires to purchase water from the DISTRICT and enter into 78 am Easement and Vater Users Agreement as required by the DISTRICT;

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The USER grees 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 sun of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

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

IN WITNESS WHEREOF, we have executed this Agreement on this the /2 day of <u>e-c 1 '</u> BIG BLACK WATER DISTRICT

> Subscribed and sworn to before me in my presence, this 2 day of a Notary Public in and for the ...
>
> Militial of Municipal of Military
>
> Polip Leo Dicitally (signature) Notary Public My commission expires 3 -14, 1983

STATE OF MISSISSIPPI, County of Madison:

ESG. -- 1771 -- 300x 177 IAGE 622 EASEMENT AND WATER USERS AGREEMENT INDEXED

called "USER".

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Vater 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:

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

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

time thereafter.

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

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

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

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

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

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

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

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

BIG BLACK WATER DISTRICT USER

Subscribed and sworp to before me in my presence, this 3 day of 200 County of Machine State of Minney Epoie 1 (signature) Notary Public My commission expires_3

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

By , , D. C.

King and Co

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

WITNESSTEED AND WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called "USER"

WITNESSTEED AND WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called "USER"

WITNESSTEED AND WATER USERS ACREEMENT

WITNESSTEED AND WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called "USER"

WITNESSTEED AND WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called "USER"

WITNESSTEED AND WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called "USER"

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

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

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

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

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

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

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

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

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

The Land of the Control of the Contr 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 problem the use of rates for garden purposes. covering use of water for garden purposes by particular oscios and require admirance 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.

· . - 13/1/20 The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

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

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 April BIG BLACK WATER DISTRICT WITNESS: USER STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, who acknowledged to me that // did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated. 19 GIVEN UNDER MY HAND and official seal on this the day day of (SEAL) MY COMMISSION EXPIRES: STATE OF MISSISSIPPI COUNTY OF MADISON ... PERSONALLY APPEARED before me, the undersigned Notary Public in and for said Count within named a subscribing witness to the fore-going instrument, who being first duly sworn, deposeth and saith that saw the within named said bisruient, who being liest duty sworn, deposeth and saith that saw the within 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 day and year herein mentioned. _ day of GIVEN UNDER MY HAND and official seal on this the 19 Notary Public (SEAL) MY COMMISSION EXPIRES: .. Co. William LALE CEN STATE OF MISSISSIPPI, County of Madison:

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

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

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

into an Easement and Water Users Agreement as required by the DISTRICT: NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

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

following described property: Left at Robinson Locay

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, inspections. 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 scruice 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. and the second .11 21 .

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 waterat such rates, time and place as shall be determined by the DISTRICT, and agrees at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of the USER, or by the DISTRICT for cause the deposit shall be held and applied by the DISTRICT to

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

commissioners, and may also prescribe a schedule of hours covering use of water the 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 disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall made available to the USER by the DISTRICT. commence on the date service is made available, regardless of whether the USER connects to the system. In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of . Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages. ۰, ۵۰, the automatic imposition of the following penalties: (1) Nonpayment, within 10 days from the due date will her subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this Agreement on this the.

IN WITNESS WHEREOF, we have executed this Agreement on this the.

In a the test of the test will be charged for a reconnection of the service. The Disymin present to the state of the stat ANTENNA F 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 38 day of August 19.81., at 4.300'clock ... M., and was duly recorded on the day of Aug 1 1981 ..., 19...., Book No./7.) on Page 6.25 in Witness my hand and seal of office, this theof .. AUG.3.1. 1981........ 19......

EASEMENT AND WATER USERS AGREEMENT

WITNESSEIH:

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

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

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

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

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

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

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

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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177 PAGE 629 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, the DISTRICT. Water charges to the USER shall commence regardless of whether the USER connects to the system.

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 26 day of 9BIG BLACK WATER DISTRICT WITNESS: STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the indersigned authority in and for the jurisdiction mentioned, that the did sign and deliver the above and foregoing instrument on the control of the con above mentioned, who acknowledged to me that the did sign a the date and for the purposes therein stated. GIVEN UNDER MY HAND and official seal on this the day of Public (SEAL) COU MY COMMISSION EXPIRES: STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named a subscribing witness to the fore-going instrument, who being first duly sworn, deposeth and saith that it saw the within going instrument, who being first duty sworn, deposed and saith that he saw the within named whose name(s) is subscribed theref 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 near hearing and near

day and year herein mentioned.
STATE OF MISSISSIPPI, County of Madison:

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BILLY V. COOPER, Clerk

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THIS AGREEMENT outered into between the BIG BLACK WATER DISTRICT, a body positio of the State of Mississippi, hereinafter called the "DISTRICT", and found turken from Sor 6/0 Contain hereinafter "USER"

WITNESSETH:

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

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

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Sec 25 to 90 R-25 maleran County

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

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

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

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

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

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

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In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300,00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as .liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

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IN MITNESS WHEREOF, we have executed this Agreement on this the day of i de tra protes. Se esta su region de la sectiona BIG BLACK WATER DISTRICT The second secon in the residence and some extension to the state of USER DE STATE OF THE STATE OF T o d Men a regor b e and the second Subscribed and sworn to before me in my presence, this I day of Country in and for the Country of Madical State of Madical St

STATE OF MISSISSIPPI, County of Madison:

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I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of day of AUG 3 1981 at doctood M., and was duly recorded on the day of AUG 3 1981 appearance of the day of Mitness my hand and seal of office, this the day of BILLY V. COOPER, Clerk By D. C.

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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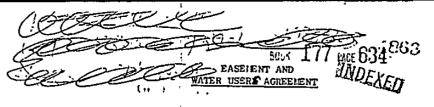
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TATE OF MISSISSIPPI, County of Madison:	
I; Billy V. Cooper, Clerk of the Chancery Court of said Cour	ity certify that the within instrument was filed
	and and mistralite the Mas 11160

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

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

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

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IN WITNESS WHEREOF, we have executed this Agreement on this the 20 of April To partie the visit is the last the second of the second big black water district in the second of the second BY: with the state of the bound of the boundary The transfer of the Subscribed and sworn to before me in my no transfer and the presence, this 20 day of a paid in the presence of the presence, this 20 day of a paid in the presence of the country Public in and for the presence of the pr

of titles. Witness my hand and seal of office, this the of ... AUG. 3.1.1984....., 19

EASEMENT AND TADEXED

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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 Tombour 17700 11-7 130 Figure hereinafter called "USER".

WITNESSETH:

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

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

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

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

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IN WITNESS WHEREOF, we have executed this Agreement on this the day of (1) BY: Elli Lee Ma Go t Bt only you the sylve fortup of live it ber each order times Tolerally and the eviluation, and limit subscribed and sworm to before me in my and make a couloust presence, this day of and for the country of the day of and for the country of the day of the country of the country of the country of the country of the day of the country of the coun

STATE OF MISSISSIPPI, County of Madison:

William .

By M. W. right D. C.

BILLY V. COOPER, Clerk

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EASEMENT AND WATER USERX AGREEPENT

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

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:

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

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

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STATE OF MISSISSIPPI, County of Madison:

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was duly recorded on the day of AUG 3 | 1981 ... Book No/) on Page 3 ... in my office.

AUG 3 | 1981 ... 1981 ... 1981 ... 1981 Witness my hand and seal of office, this theof.

BILLY V. COOPER, Clerk By. M. + W. Might ..., D. C.

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 "DITTRICT", and hereinafter called "USER".

Called "USER".

Sol W. PLACE Sta. Canton WITNESSETH:

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

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

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The Children of the Control of the C STATE OF MISSISSIPPI, County of Madison:

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

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THIS ACREMENT entered into between the BIG BLACK NATER DISTRICT, a body politic of the Starol of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER". WITNESSEIH:

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W & SW/ Sec 5 TV 9N 3E along U.S. 51 North next V.F.W.

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

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The DISTRICT shall purchase and install a cut-off valv 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 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 cuase, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

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

IN WITHESS WHEREOF, we have executed this Agreement on this the 5BIG BLACK WATER DISTRICT WITNESS: STATE OF MISSISSÍPPI UNITY OF MADISON せり day of(GIVEN UNDER MY HAND and official seal on this the ${\mathcal S}$ (SEAL) Public MY COMMISSION EXPIRES: STATE OF MISSISSIPPI COUNTY OF MADISON 4. PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, STATE OF MISSISSIPPI County of Madison: Witness my hand and see BILLY V. COOPER, Clerk · By D. Warghit..... MY COMMISSION EXPIRES: 134 South Jemas Corner Board Jemes

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WATER USERS AGREEMENT / WOEXED

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

WITNESSETH:

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

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

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

N.F. Ky NEW Sec 2-6 Tw. 11N. R3E.

The USER agrees to grant to the DISTRICT, its Bucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, luspect, 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 ______. 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 ovent there is a shortage of water, the DISTRICT may pro-rate the water available

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

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

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

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

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Witness my hand and seal of office, this the of AUG 3: 1931..... with seal of o

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

EASEMENT AND . WATER USERS AGREEMENT INDEXES

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

| KINNIE | ROBERS | 16 882 MANOR ST. hereinafter called "USER".

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

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

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

S.W/ SW/Y TN 9N R 3 E. Sec 5. RED TOP GROCERY U.S. SINORTH. CANTON, MISS.

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 and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

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

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

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

regardless of whether the USER connects to the system. In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above cause, to connect his service line to the DISTRICT's distribution system as set forth above the MISER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the amount is agreed upon as liquidated damages in that a breach by the DISTRICT, and it respects set forth above would cause serious and substantial damages to the DISTRICT, and it respects to the parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages. damages. The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from 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 19 74. BIG BLACK WATER DISTRICT WITNESS: Mareo MICHIGANI STATE OF MESSESSERI USER COUNTY OF MADIOON WAYNE PERSONALLY APPEARED before me, the undersigned authority in and for the above mentioned.

Who acknowledged to me that did sign and deliver the above and foregon the date and foreithe purposes therein stated.

GIVEN LINIER NO. HAND and official seal on this the // day of // da PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction did sign and deliver the above and foregoing instrument on STATE OF MISSISSIPPI STATE OF MADISON PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the a subscribing witness to the forewithin named going instrument, who being first duly sworn, deposeth and saith that saw the within STATE OF MISSISSIPPF, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed my office. ny N BILLY V. COOPER, Clerk By D. Wufit D.C.

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

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'EASERENT AND WATER USERS AGREEMENT TO EXED

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

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

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

The USER agrees to grant to the DISTRICT, its successors and assigns, porpotual casement in, over, under and upon the above described land, with the right to croct, construct, install, and lay, and thereafter use, operate, inspect, ropair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the nurvesses of increas to and ogress from the above described lands. purposes of ingress to and egress from the above described lands.

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rofunded by the DISTRICT within a reasonable time thereafter.

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

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service water to a user who allows a connection or extension to be made of his service water to 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 event there is a shortage of water, the DISTRICT may pro-rate the water available

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

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

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/ IN WITNESS WHEREOF, we have executed this Agreement on this the
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Notary Fubra
10 miles of the commission expires 3 [9], 19 37
STATE OF MISSISSIPPI, County of Madison:
1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
to record in my office this C.) day of . Elegator 19 07 4 50 along
was duly recorded on the

.273

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

WITNESSETH:

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

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

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

W/2 SW/4 Sec 5 Tu 9n 3E along U.S. SINOrth

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.

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 $59 \times 177 \cos 651$ 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.

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a fee will be charged for a reconnection of the service. BIG BLACK WATER DISTRICT WITNESS: TISER STATE OF MISSISSIPPI COUNTY OF MADISON CIVEN UNDER MY HAND and official seal on this the 2 day of Co Notary MY COMMISSION EXPIRES: STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned Notary Public in and for within named STATE OF MISSISSIPPI, County of Madison: BILLY V. COOPER, Clerk TOWMISSION EXPIRES:

FACEL 177 IAGE 652 EASEMENT AND

called 'USER".

WHENCAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and When 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:

House on left Hamili west of Robinson Stocky

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 beglonging to the USER for the purposes of ingress to and egress from the above described lands above described lands.

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

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

BIG BLACK WATER DISTRICT

By Edd's Lee Muldin

USER

JELET CHAN STATE OF MISSISSIPPI, County of Madison:

EDUK 177 FACE 654 INDEXED EASEMENT AND WATER USERS AGREEMENT

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

WITNESSEIH:

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

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

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

NW4 NW4 Sec 8 TN 9N R3E along morgan Road nexito 15W

and Johnson in

02.

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

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

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

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

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en x 177 IANZ 850 TROEX

RIGHT-OF-WAY EASEMENT

4874 FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, do hereby convey unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over and across the following described property lying and being situated County, Mississippi, to-wit: A strip of land twenty-five (25) feet in width along ___ side of the San Township East, County, Mississippi; for the purpose of laying, constructing, replacing and maintaining a water distribution line or lines and appurtenances thereto, with rights of ingress and egress for such purposes. THIS THE min Seholl presence, this Tday of May 1979, a Notary Public in and for the County of Maduratine of must Dil Lee maulde (signature) Notary Public My commission expires 3 - 10.1983STATE OF MISSISSIPP), County of Madison:

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

Witness my hand and seal of office; this the

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WATER USERX AGREEVENT

1075

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".

WITNESSETH:

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

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

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

tollowing described property:

Left at Robinsons Sho. House in y about

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il Ele ili-ly To IIN 8-3E.

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

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

BIG BLACK WATER DISTRICT

BY: Down Low Lawrence

USER

Subscribed and sworn to before me in my

presence, this 18 day of Manuary

Subscribed and sworn to before me in my presence, this little of Manually 19 7, a Notary Public in and for the County of 712 202 8138 of 712 202 (signature).

Notary Public

My commission expires 2 19 19 3.

STATE OF MISSISSIPPI, County of Madison:

E Will Commence of the

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

16. 1. 1. 1. 7800 FM 100659

WATER USERS AGREEMENT. JUDEXED

3550

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

WITNESSETH:

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

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Rta, Pickens. NW/4 NE/4 Sec 29 TN 11N 183E

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 beglonging to the USER for the purposes of ingress to and egress from the above described lands.

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IN WITNESS WHEREOF, we have executed this Agreement on this the 29 day of 1978. BIG BLACK WATER DISTRICT

USER

Subscribed and sworp to before me in my presence, this 27 day of Jephanda 19 77, a Notary Public in and for the County of Marin State of Miss.

[Signature]

Notary Bubble Notary Public - My commission expires 3-14, 1983

Pickens At

STATE OF MISSISSIPPI, County of Madison:

4.16.3 19...... Book No. / 2.20 Page . 6.5.9 in Witness my hand and seal of office, this theof ... A Company of the Company

WATER USERS AGREEVENT OF XEN

£777

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

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NWG SWG Sec 22 TW9N RIF.

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TE OF MISSISSIPPI, County of Madison:	*
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Witness my hand and seal of office, this theof . AUG 3.1.1981......, 19.

BILLY V. COOPER, Clerk By n. Wught

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RIGHT-OF-WAY EASEMENT

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and other good and valuable considerations, the receipt and sufficiency
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and across the following described property lying and being situated
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N/2 NE/3
Section 8, Township 9, North, Range 3k East, MRdison
1
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
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rights of ingress and egress for such purposes.
THIS THE 30th day of Open 1979.
Gree Pres Croting Schult
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EASEIENT AND WATER USERY AGREEMENT

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Swly Swlop Madrier County

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of MCCPMBC WHEREOF, we have executed this Agreement on this the 16 day

BIG BLACK WATER DISTRICT

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STATE OF MISSISSIPPI, County of Medison:

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

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EASEMENT AND WATER USERS AGREEMENT

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WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Unter 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:

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IN WITNESS WHEREOF, we have executed this Agreement on this the 30-day of BIG BLACK WATER DISTRICT

Subscribed and exerg presence, this_ 30% 1979. a item in min Deplembe u i≔ the Retary Public

My commission expires 3

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

Santa Santa

Sehveffer Estate Land



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

of which is hereby acknowledged, I	, the undersign	ed, do hereby	convey .
unto BIG BLACK WATER DISTRICT, a 1	ight-of-way and	easement on,	over
and across the following described	property lying	and being si	tuated
in <u>Madra</u>	County, Mississi	ippi, to-wit:	
A			:
A strip of land twenty-fiv	,		
the $NORTH$ side of	the STLLN	Bott on	<i>:</i> , .
ROAD		 	
5 E/4 SF/4			,
Section 20, Township	11 2	North,	•
Range 3 K East,	malia	p~ *	•
County, Mississippi;	•		
for the purpose of laying, constru	cting, replacing	g and maintain	ning
a water distribution line or lines	and appurtenant	ces thereto, t	with
rights of ingress and egress for s			*
THIS THE 14 day	of May	;	19 <u>7</u> 9.
4	Bleman	Shakke	<u></u>
. /	, -	. •	
Eldie Lee Mullin.			
Subscribed and sworn to before presence, this Halay of 19 a Notary Public in County of 170 Leap State of ts gnature) Notary Public	and for the	in the state of th	
My commission expires 3	19, 19 💥	, चलकार हो <u>।</u>	COS C MINISTER
Land to the state of the state		-	, manage
ATE OF MISSISSIPPI, County of Madison:		•	
. I, Billy V. Cooper, Clerk of the Chancery Cour	rt of said County, certif	y that the within in	strument was fi
r record in my office this 38 day of		at A 30 clock	
s duly recorded on the day of	· · · · · · · · · · · · · · · · · · ·	and money though the de	

· I, Billy for record in

BILLY V. COOPER, Clerk
By D. C.

EASEMENT AND WATER USERS AGREEMENT 177 MALE COS

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

WITNESSETH:

WHIREAS, 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 NWK4 NEK Sec. 28 TN 11N R 3 E 1st trailer on left on Road west from Relimon the.

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

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

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

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IN WITNESS WHEREOF, we have executed this Agreement on this the 27 day of

Mis V-Robinson

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BY: EDdi Leo Mai

BIG BLACK WATER DISTRICT

Paid 25 00 Cash USER

USER

٧,٧. Pd. 2 Pichens, miss Subscribed

Subscribed and sworn to before me in my presence, this 27 day of Sept. 1979, a Notary Public in and for the County of Mulling State of Missis.

> (signature) Notary Public

My commission expires 3 -/9, 1983.

A STATE OF THE PARTY OF THE PAR STATE OF MISSISSIPPI, County of Madison:

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BILLY V. COOPER, Clerk
By D. C.

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EASEIENT AND WATER USERX AGREEMENT

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

WITNESSETH:

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following described property: Left at Robinson's Slocely trailer on Rat y in Road about 1/2 miles

SE Ky St. My. Sec 20 TwillN R3E

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

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1972, a Notary Public in and for the County of 7/1/14 Listate of 1/1/14

(signature)

Notary Public

My commission expires 79, 193 · (! STATE OF MISSISSIPPI, County of Madison:

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

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

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

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RIGHT-OF-WAY EASEMENT

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FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)	
and other good and valuable considerations, the receipt and sufficience	
of which is hereby acknowledged, I, the undersigned, do hereby convey	зу
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over	
and across the following described property lying and being situated	
in Milian County, Mississippi, to-wit:	
A strip of land twenty-five (25) feet in width along	
the side of the	•
NEX NEX Sec 20	
	-
Section 20, Township 9N North,	_
Range 2- E East, Madisan	
County, Mississippi;	
for the purpose of laying, constructing, replacing and maintaining	
a water distribution line or lines and appurtenances thereto, with	
rights of ingress and egress for such purposes.	
THIS THE 2nd day of nay	
day of May 19 19.	
$\mathcal{O}(\mathcal{O}(1))$	
J. A. Ceccen	
WITNESS:	
ZED. Hee mailding	
Subscribed and sworn to before me in my	
presence, this 2 may of may 1921, a Notary Public in and for the	
County of Malysussate of him.	, * <i>*</i>
(signaturo)	,
Notary Public My commission expires 2-19.1983	;
1992	· ·
STATE OF MISSISSIPPI, County of Madison:	- 54
I, Billy V. Cooper, Clerk of the Chancery Court of said Courts	
for record in my office this 38 day of . August 19. 31 at 4 30 colors	ed
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was fill was duly recorded on the day of AUG 31 1981 19 Book No/.) Jon Page 6 2. S Witness my hand and seal of office, this the of AUG 31 1991	nd in
BILLY V. COOPER, Clark, By	
D. D.	C.

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INDEXED

RIGHT-OF-WAY EASEMENT

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FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the receipt and sufficiency
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in <u>Machson</u> County, Mississippi; to-wit:
A strip of land twenty-five (25) feet in width along
the North side of the Visiblea Good
NEKY NEKY Sec 20.
Section 20, Township 9 7 North,
Range 2 E East, Madina,
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.
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THIS THE 300 day of may 1979.
100 D-00 D
1711s Gette Cartillar
WITNESS:
Zalle Lee Mauldin
Subscribed and sworn to before me in my
presence, this 3 day of Man 1979, a Notary Public in and for the
County of Mallipratots of Misson
(signature) Notary Public
My commission expires 3 - /9, 1983
STATE OF MISSISSIPPI, County of Madison:
1, 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 19.81, at 4:30 clock M., and was duly recorded on the day of Aug. 3.1.1981, 19 Book No. 7. On Page 60.4. in
my office. Witness my hand and seal of office, this the
RULLY COOPER Clork 1

BILLY V. GOOPER, Clerk
By D. William, D. C.

Bilago Robinson fro US. 5 North

EASEMENT AND MATER USERS AGREEMENT

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

| Colled "USER".

mailing 4105 authesseth: Drive Jackson, 39206
WHEREAS, the USER desires to purchase water from the DISTRICT and enter

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

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

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

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The USER agrees to grant to the DISTRICT, its aucessors 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 scruice 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.

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Subscribed and sworn to before me in my a restrict of motification of many in the man in the presence, the State of Many in the man in the presence, the State of many in the man in the ma

Cura Sold STATE OF MISSISSIPPI, County of Madison:

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5 de haue south of Skamer Shady
Beige house
Whowk Sed IN/ON R3E.

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presence, this 5 thay of fune

19 7, a Notary Public in and for the

County of Malua State of Maria

(signature)

Notary Public

My commission expires 3 19 1983 Contract to the second Acts the the transfer of the t STATE OF MISSISSIPPI, County of Madison:

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

EASENENT AND WATER USERS AGREE'ENT ୍ୟ ମଧ୍ୟ

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

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

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China Sub Livinian 2\$ Trgr R. 2E. Madison County

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STATE-OF MISSISSIPPI; County of Madison:

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

177 MAY (SS) AND STATE PORT \$25.00
WATER USERY AGREEMENT PART PROPERTY 1290

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and AIRAN, A FRICKLES 1-18/451 (And And Andreas Andre

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:

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IN WITNESS WHEREOF, we have executed this Agreement on this the

BIG BLACK WATER DISTRICT

Subscribed and sween to before mo in my presence, this 16 my of Docember 1978, a identify Police in the County of Melinos as of Music Police in the County of Melinos as of Music Public Notary Public.

My communication of the County of Music Public in the County Public in the County Public in the County of Music Public in the County Public in the County Public in the County of Music Public in the County Public i ad, a subsiliant entra ten

STATE OF MISSISSIPPI, County of Madison:

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

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STATE OF MISSISSIPPI, County of Madison:

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

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EASEMENT AND
WATER USERY AGREEMENT ADDEXED

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The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, 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 dwolling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

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

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

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

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among the various USERS on such basis as is deemed equitable by the Board of 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 Dellars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and systematical damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

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INDIVITNESS WHEREGF, we have executed this Agreement on this the day

BIG BLACK WATER DISTRICT

BY: CALL

C. Mallon

USER

USER

Subscribed and sworn to before me in thy charles

Subscribed and sworn to before me in thy charles

Subscribed and sworn to before me in thy charles

Subscribed and sworn to before me in thy charles

County of 11 a Notary Public in and for the County of 12 and 12 a

WATER USERX AGREEVENT

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body tate of Mississippi, hereinafter called the "DISTRICT", IATE R-3 B/45D CINTON here hereinafter שצטיי

WITNESSETH:

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Ju quantity of water as USER may desire in connection with USER's occupancy of the

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

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

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

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of Combo Hereof, we have executed this Agreement on this the day

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STATE OF MISSISSIPPI, County of Madison:

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EASEMENT AND NOTIFIED

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

WITNESSETH:

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

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

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

- By-Laws and Rules and Regulations now in force or as hereafter amended, such
quantity of water as USER may desire in connection with USER's occupancy of the
following described property:

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The USER agrees to grant to the DISTRICT, its accessors 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, impect, 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. 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

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-climinate their present or future crossconnections in his system.

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

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

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BIG BLACK WATER DISTRICT BY: Ellip Lei muildi off of the state o

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STATE OF MISSISSIPPI, County of Madison:

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

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William W

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WATER USERX AGREEMENT

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

witnesseth:

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

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

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

Timber # 3

The USER agrees to grant to the DISTRICT, its nucessors and assigns, a purpertual 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, 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 ogress from the above described lands.

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

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

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 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 sorvice. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

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

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

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

will be charged for a reconnection of the service. Alston a form and a . . BIG BLACK WATER DISTRICT USER USER TO THE TOTAL THE CHOROLOGY. that resultation of the total state of Subscribed and sworn to before me in my presence, this day of Feb.

To not made the not and restored to the county of the state of the county of the orle yes bus arrev 120-ten a flature and anedorug it is the come or t STATE OF MISSISSIPPI, County of Madison:

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By D. Whight. D.C.

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

WITNESSETH:

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

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

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PIN WITNESS WHEREOF, we have executed this Agreement on this the Z and the second of the second o BIG BLACK WATER DISTRICT 1, 1, 1 PY: CARLY NEW NEW CONTROL OF THE CONTROL OF THE CONTROL OF THE CARLY OF ACCOUNTS CARLY OF THE CA Subscribed and sworn to before me in my presence, this day of tell process of the state of the s STATE OF MISSISSIPPI, County of Madison:

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

EASEMENT AND WATER USERS AGREEMENT

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

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

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

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

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. IN WITNESS WHEREOF, we have executed this Agreement on this the 17 day of Real. BIG BLACK WATER DISTRICT BY: Ellio Lec Marchen WITNESS: USER STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, who acknowledged to me that / / c did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated. date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 19 day of Carl Notary Public (SEAL) MY COMMISSION EXPIRES: <u> 73-19 83</u> STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the in named a subscribing witness to the fore-£...

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BOOK 177 PAGE 699

WATER USERS AGREEMENT VOEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinabter called the "DISTRICT", and _hereinafter Ø 1 . to 40 ..

Secretary of Secretary

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

WITNESSETH

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

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

house or laft their Devil Sec 24 TN9N RZE Madrian County SWHY BW/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, imspect, ropair, 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 of Such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

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

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

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows; 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 most all the needs of the USERS; or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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among the various USERS on such basis as is deemed equitable by the Board of et 50' 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. 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 climinate their present or future crossconnections in his system.

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IN WITNESS WHEREOF, we have executed this Agreement on this the in a sufficient of medical conference of the sufficient of the suf BIG BLACK WATER DISTRICT The same of the (J) USER TO THE THE STATE OF THE ST .1 F3245 5 f2 to file the state of the USER later of the state of the s

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