

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Curley Hillborn - 113 - 15 D - Flow hereinafter called "USER".

WITNESSETH:

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

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

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

*Acres from Clyde Edwards Sr. place
N 1/2 SW 1/4 Sec 28 T 9 N R 1 E*

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

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

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

The USER agrees to pay a deposit in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 4th day of June, 1981.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Curtis Hill Jr.
USER
BY: Charlean Taylor
USER

Subscribed and sworn to before me in my presence, this 4th day of June, 1981, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1983



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of AUGUST, 1981, Book No. 177 on Page 601 in my office.
Witness my hand and seal of office, this the 28 day of AUGUST, 1981.
BILLY V. COOPER, Clerk
By: M. Wright, D. C.

INDEXED

1846

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

WITNESSETH:

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

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

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

N.W. 1/4 SW 1/4 Sec. 27 T. 9N R. 2E
Mrs. Miss Livestock 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, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

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

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

The USER agrees to pay a deposit in the amount of \$ 25.00 ^{not paid}. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 11th day of April, 1979.

WITNESS: _____
BIG BLACK WATER DISTRICT
BY: Ed Lee Mauldin
N. B. [Signature]
USER
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 11th day of April, 1979.
Ed Lee Mauldin
Notary Public

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

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named _____ a subscribing witness to the foregoing instrument, who being first duly sworn, deposes and saith that _____ whose name(s) is subscribed thereon and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a _____

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 177 on Page 607 in my office. Witness my hand and seal of office, this the 28 of AUG 31, 1981.

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



INDEXED
217

33 < 177 PAGE 604

RIGHT-OF-WAY EASEMENT

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

A strip of land twenty-five (25) feet in width along the North side of the Virillia Road
NE 1/4 NE 1/4 Sec. 20
SE 1/4 Sec. 21
Section 21 + 20, Township 9N North,
Range 2E East, Madison
County, Mississippi;

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

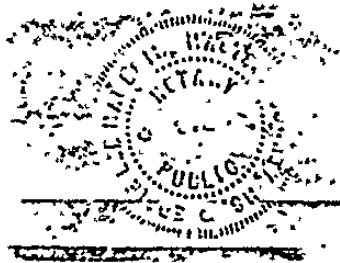
THIS THE 3rd day of May 1979.

G. Wolf

WITNESS:
Eddie Lee Mauldin

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

My commission expires 3-19-83



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUG 31 1981, 1981, Book No. 77, on Page 604 in my office.

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

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 Madison County, Mississippi, to-wit:

A strip of land ^{Twenty Five} ~~fifteen~~ (25) feet in width along the South side of the OLD FLORA ROAD

NW 1/4 NE 1/4
Section 20, Township 9N North,
Range 2E East, Madison
County, Mississippi;

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

THIS THE 25th day of April, 1977.

X Willie Holton

WITNESS:

Ed Lee Warden

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 25th day of April, 1977, a Notary Public in and for the County of Madison State of Miss.
Ed Lee Warden
(Signature)
Notary Public
My commission expires 3-19-1983.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28th day of AUG 31, 1981, Book No. 177 on Page 605 in my office.

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

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

EASEMENT AND
WATER USER'S AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Annal R. Hutchinson R-213-146 hereinafter called "USER".

WITNESSETH:

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

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

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

House on R. 1 1/2 miles West of Robinsons Gray
SW 1/4 SW 1/4 Sec 21 TN 11N R 3E

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

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

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

The USER agrees to pay a deposit in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 11th day of May, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
Jimmie R. Johnson

USER

USER

Subscribed and sworn to before me in my presence, this 11th day of May, 1979, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-1983



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 31st day of AUG 31 1981, 1981, Book No. 177 Page 606. In my office.
Witness my hand and seal of office, this the 31st day of AUG 31 1981, 1981.
BILLY V. COOPER, Clerk
By: [Signature] D. C.

Easement only

INDEXED

BOOK 177 PAGE 608

4250

EASEMENT AND WATER USER AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Sub. of 7th, 11th & 14th hereinafter called "USER".

WITNESSETH:

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

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

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

SE 1/4 NW 1/4 Sec 28 T49N R1E
SE 1/4 SE 1/4 Sec 21 T49N R1E

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

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

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

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

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 25 day

of August, 1979.

BIG BLACK WATER DISTRICT

Eddie Lee (Signature)

Eddie Lee (Signature)

USER

Subscribed and sworn to before me in my presence, this 25 day of August, 1979.

County of Madison, State of Mississippi

(signature) Notary Public

My commission expires 12-19-83

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M. and was duly recorded on the 30 day of August, 1981, Book No. 177, Page 609. in my office.

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

BILLY V. COOPER, Clerk

By *B. Wright* (Signature), D. C.

EASEMENT AND WATER USER'S AGREEMENT

INDEXED 4852

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Edna Lee George K 2 B 137A hereinafter called "USER".

Edna Lee George

WITNESSETH:

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

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

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

*NW 1/4 NE 1/4 Sec 28 TN 11W R 3E
2nd trail on left west of Robinson's Quarry*

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

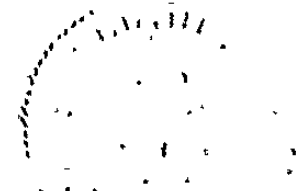
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 250⁰⁰. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 31st day of May, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

USER: Eddie L. George

Subscribed and sworn to before me in my presence, this 31st day of May, 1979, a Notary Public in and for the County of Madison, Mississippi.
Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-83



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 31st day of AUG 31, 1981, Book No. 177 on Page 610 in my office.

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

BILLY V. COOPER, Clerk

By D. Wright, D. C.

INDEXED 1852

EASEMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Edward George R-2-B-138 hereinafter called "USER".

WITNESSETH:

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

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

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

NW 1/4 NE 1/4 Sec. 28 T11N R 3E
home on left west of Robinsons Sec.

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

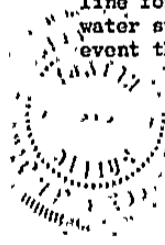
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 31st day of May, 1979.

BIG BLACK WATER DISTRICT
BY Eddie Lee Mauldin
Eddie George
USER

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



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28th day of August, 1981, Book No. 77, on Page 612 in my office.
Witness my hand and seal of office, this the 28th day of August, 1981.

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

INDEXED

2053

BOOK 177 PAGE 614
EASEMENT AND
WATER USER'S AGREEMENT

2053

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

WITNESSETH:

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

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

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

*1st house on R. on Chasin Drive
Sec 24 TN 9N R2E Madison County
SW/4 & W/4*

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

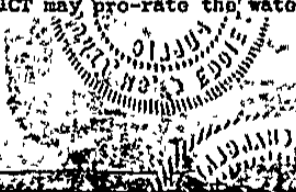
The USER shall install and maintain at his own expense a service line
which shall begin at the meter and extend to the dwelling or place of use. The
service line shall connect with the distribution system of the DISTRICT at the
nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of \$25.00. In the
event service to the USER is terminated, either voluntarily by the USER, or by
the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to
any unpaid balance then owing to the USER's account. Should the account be fully
paid at the time of termination of service to the USER, the deposit shall be
refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 5th day of July, 1981.

BIG BLACK WATER DISTRICT

BY Eddie Lee Mauldin
Georlin Duff
USER

Subscribed and sworn to before me in my presence on this 5th day of July, 1981, at the County of Madison, State of Mississippi, by Eddie Lee Mauldin and Georlin Duff. My commission expires 3-19-83.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:50 o'clock P.M., and was duly recorded on the 31 day of AUG 31 1981, 1981, Book No. 177 on Page 614 in my office.

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

BILLY V. COOPER, Clerk

By N. Wright, D. C.

EASEMENT AND WATER USER'S AGREEMENT

INDEXED

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

WITNESSETH:

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

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

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

*Way Road
W 1/2 NW 1/4 SEC 7 T1N 10N R 3E
Right hand by Highway before R.R.*

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

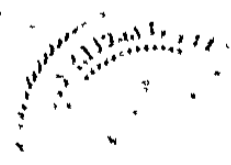
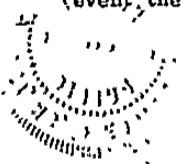
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of \$ 25.00 pd. 5-28-77. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 28 day of May, 1979.

BIG BLACK WATER DISTRICT

BY: Eddy Lee Mauldin

X Eddy Lee Gill

USER

Subscribed and sworn to before me in my presence, this 28 day of May, 1979, a Notary Public in and for the

County of Madison, State of Mississippi

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

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 616 in my office.

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

BILLY V. COOPER, Clerk

By: [Signature] D. C.

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Walter Grant R-3 B-219 Canton hereinafter called "USER".

WITNESSETH:

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

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

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

*1/2 the house south of cafe.
W 1/2 NW 1/4 Sec 7 T20N R 3E*

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

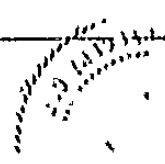
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 25.00 deposit 60.00 meter 30.00 85.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 23rd day of May, 1979.

BY: Eddie Lee Mauldin
William L. Credit
 BIG BLACK WATER DISTRICT

Subscribed and sworn to before me in my presence, this 23rd day of May, 1979, a Notary Public in and for the County of Madison, State of Mississippi.

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



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:22 o'clock P. M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 619 in my office.

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

BILLY V. COOPER, Clerk

By William L. Credit, D. C.

INDEXED

2856

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

Henry Tucker Eddie W. George hereinafter called "USER"

Pickens Rt 2 Box 101

WITNESSETH: Route 2 Box 138 Miles Dep. of 25"
Pickens, Miss Paid 12/12/78

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

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

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

Second home on left West of Robinsons Grocery
lives where meter to be put.

NW 1/4 NE 1/4 Sec 28 T. 11 N R 3 E

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

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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 12 day of Dec, 1978.

BIG BLACK WATER DISTRICT

BY: C. M. Lion

Eddie L. Waage
USER

Eddie Leo D. Waage
USER - Witness

Subscribed and sworn to before me in my presence, this 12 day of Dec

1978, a Notary Public in and for the

County of Madison of Miss

Eddie Leo D. Waage
(signature)

Notary Public

My commission expires 3-14, 1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of AUG 31 1981, 1981, Book No. 177 on Page 62.0 in my office.

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

BILLY V. COOPER, Clerk

By N. I. Wright, D. C.

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi; hereinafter called the "DISTRICT", and Virgil Heneea R-2 B-148 Paken hereinafter called "USER".

WITNESSETH:

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

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

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

*Left at Robinson's store Turn Curve to R
at house on right.*

NE 1/4 SE 1/4 Sec 20 T4 N R 3E

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

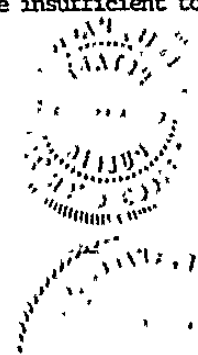
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of \$25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 13th day of December, 1978

BIG BLACK WATER DISTRICT

BY: Chris Lee By Eddie Lee Mauldin
Virgie Jones
USER

USER

Subscribed and sworn to before me in my presence, this 13th day of Dec 1978, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-83



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of AUG 31 1981, 19....., Book No. 177 on Page 622 in my office.
Witness my hand and seal of office, this the of 19.....

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

EASEMENT AND
WATER USERS AGREEMENT

2858

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Mary Lou Jarnieack R-1 B-133 Flora hereinafter called "USER".

WITNESSETH:

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

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

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

SW 1/4 SW 1/4 Sec 29 T 9 N R 1 E

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

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

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

The USER agrees to pay a deposit in the amount of \$25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 18th day of April 1979.

BIG BLACK WATER DISTRICT

WITNESS:

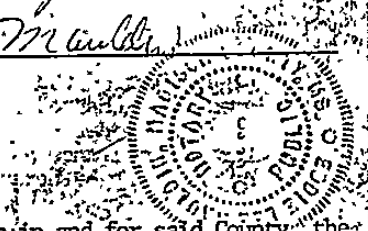
BY: Eddie Lee Mauldin
Herb Mark Mayson Furmanack
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

USER

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

GIVEN UNDER MY HAND and official seal on this the 18th day of April 1979

Eddie Lee Mauldin
Notary Public


(SEAL)
MY COMMISSION EXPIRES:
3-19-83
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named _____ a subscribing witness to the foregoing instrument, who being first duly sworn, deposeth and saith that _____ saw the within named _____ whose name(s) is subscribed thereto sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

GIVEN UNDER MY HAND and official seal on this the _____ day of _____ 19____.

Notary Public
[Signature]

(SEAL)
MY COMMISSION EXPIRES:
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the _____ day of AUG 31 1981, AUG 31 1981, Book No. 177 on Page 624 in my office.

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

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Tommy Lee Lindsey #2 B-149 hereinafter called "USER".

WITNESSETH:

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

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

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

*Left of Robinson Lacey Right at y
1st corner left
NW 1/4 SE 1/4 Sec 20 TN 11 N R 3 E.*

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

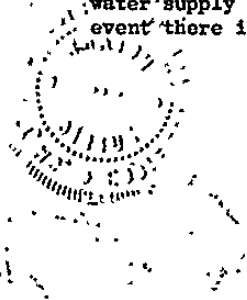
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 1st day of June, 1981.

BIG BLACK WATER DISTRICT

BY: Edwin Lee Mauldin
Edwin Lee Mauldin
USER

Subscribed and sworn to before me in my said presence, this 1st day of June, 1981, a Notary Public in and for the State of Mississippi, County of Madison, Edwin Lee Mauldin (signature) Notary Public. My commission expires 3-19-1983.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 626 in my office.

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

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

BOOK 177 PAGE 628 1860
EASEMENT AND
WATER USERS AGREEMENT

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

WITNESSETH:

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

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

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

~~1/4~~ N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 22 T $\frac{1}{2}$ N R 1E

Easement Only

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 26th day of April, 1979.

WITNESS: _____
BIG BLACK WATER DISTRICT
BY Eddie Lee Mauldin
X Mrs. Julie S. Lee
USER
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

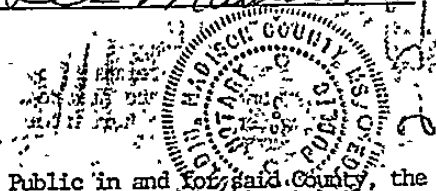
PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Mrs. Julie S. Lee who acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 26th day of April, 1979

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

STATE OF MISSISSIPPI
COUNTY OF MADISON

Eddie Lee Mauldin
Notary Public



PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named _____ a subscribing witness to the foregoing instrument, who being first duly sworn, deposeth and saith that _____ saw the within named _____ whose name(s) is subscribed thereon sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 clock P.M. and was duly recorded on the 28 day of AUG 31 1981, 19....., Book No. 177 on Page 629 in my office.

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

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

has paid

EASEMENT AND WATER USER'S AGREEMENT

INDEXED 1062

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Charles Suckett, P.O. Box 610 Canton hereinafter called "USER".

WITNESSETH:

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

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

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

*Chickasaw Sub-Division
Sec 2 1/4 TN 9N R-2E Madison County
SW 1/4 SW 1/4*

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

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

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

The USER agrees to pay a deposit in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 5th day of July, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Paul Jackson
USER

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



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 29th day of AUG 31 1981, 1981, Book No. 177 on Page 630 in my office.
Witness my hand and seal of office, this the 21st day of AUG 21 1981, 1981.
BILLY V. COOPER, Clerk
By: N. Wright, D. C.

OK-1

EASEMENT AND WATER USER'S AGREEMENT

INDEXED

1965

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Oliver M. Donald R. B. Canton hereinafter called "USER".

WITNESSETH:

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

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

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

3rd house on right Chinn Drive from U.S. 22 West. Sec 24 TN 9W. R 2E Madison County SW 1/4 & NW 1/4.

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

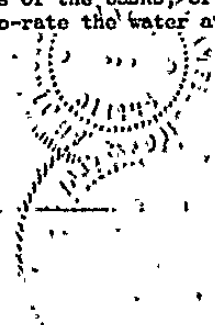
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of \$ 2500. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 9th day of July, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin

USER Alvin McDaniel

Subscribed and sworn to before me in my presence, this 9th day of July, 1979, a Notary Public in and for the County of Madison State of Mississippi.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-88



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of AUGUST, 1981, Book No. 177 on Page 633 in my office.
Witness my hand and seal of office, this the 28 day of AUGUST, 1981.
BILLY V. COOPER, Clerk
By N. W. Ward, D. C.

107-2

[Handwritten signatures and scribbles]
BOOK 177 PAGE 634
EASEMENT AND WATER USER'S AGREEMENT
INDEXED

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

MILBORN NANNING - Flore
WITNESSETH:

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

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

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

*E 1/2 NE 1/4 Sec 31 TN 9N R 1E
Madison County*

2 days

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

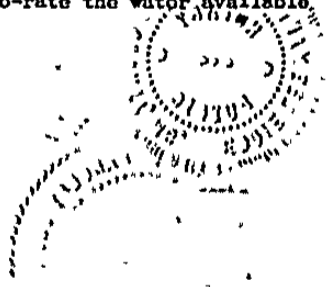
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 2500. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 20th day of April, 1979.

BIG BLACK WATER DISTRICT

BY:

Milton E. Manning

USER

Margaret Manning

USER

Subscribed and sworn to before me in my presence, this 20th day of April, 1979, a Notary Public in and for the State of Mississippi.

County of Madison, State of Mississippi

Eddie Lee Mauldin

Notary Public

My commission expires 3-19-1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the AUG 31 1981 day of August, 1981, Book No. 77 on Page 634 in my office.

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

BILLY V. COOPER, Clerk

By D. Wright D. C.

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

WITNESSETH:

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

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

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

2 meters (1 extra user)
2 @ meters

1/4 Sec 27 T. 11 N. R. 35 E.
1/4 Sec 26 T. 11 N. R. 35 E.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress 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 \$50.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 19th day of April, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
James R. Marlette
USER

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



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the AUG 31 1981 day of August, 1981, Book No. 177 on Page 636 in my office.
Witness my hand and seal of office, this the AUG 31 1981, 1981.
BILLY V. COOPER, Clerk
By: W. [Signature], D. C.

pk. 25 - 40
12-15-78

EASEMENT AND
WATER USERX AGREEMENT INDEXED

2865

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Kingdom Hall of Jehovah's Witnesses hereinafter called "USER".

WITNESSETH:

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

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

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

*Chain Sub-division
Sec 24 T29N R2E
SW 1/4 SW 1/4 Madison County*

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

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

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

The USER agrees to pay a deposit in the amount of \$25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

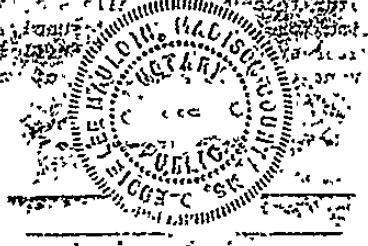
In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 13th day of December, 1978.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Abi Moore

Subscribed and sworn to before me in my presence, this 13th day of December, 1978, at a Notary Public and for the County of Madison, State of Mississippi, Eddie Lee Mauldin (signature) Notary Public. My commission expires 3-19-1983.



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:17 o'clock P.M. and was duly recorded on the 28th day of AUG 31 1981, 1981, Book No. 177 on Page 638 in my office.
Witness my hand and seal of office, this the 28th day of August, 1981.
BILLY V. COOPER, Clerk
By: N. W. [Signature], D. C.

EASEMENT AND WATER USERS AGREEMENT

2800

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

9/8 HAZEL L. OSBORN 801 W. PEACE ST. 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 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:

N 1/2 SW 1/4 Sec 28 TN 9 N R 1 E

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

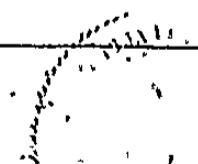
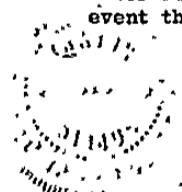
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

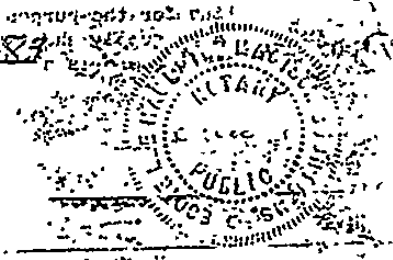
The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the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

IN WITNESS WHEREOF, we have executed this Agreement on this the 25th day of August, 1981.

BIG BLACK WATER DISTRICT
BY: Edna Mae Mauldin
President

USER
USER

Subscribed and sworn to before me in my presence, this 25th day of August, 1981, a Notary Public in and for the County of Madison, State of Mississippi.
Edna Mae Mauldin
(signature)
Notary Public
My commission expires 3-19, 1982.



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 20 day of AUG 30, 1981, Book No. 177 on Page 640 in my office.
Witness my hand and seal of office, this the 20 day of AUG 30, 1981.

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

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

WITNESSETH:

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

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

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

*W 1/2 SW 1/4 Sec 5 T 9 N 3 E
Along U.S. 51 North next to V.F.W.*

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

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

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

The USER agrees to pay a deposit ^{not paid} in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 5th day of April, 1979.

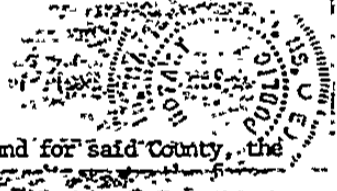
WITNESS: _____
BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
USER
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction we mentioned, W. H. Henson & David H. Smith, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 5th day of April, 1979.
Eddie Lee Mauldin
Notary Public

(SEAL)
MY COMMISSION EXPIRES: 1-19-83
STATE OF MISSISSIPPI
COUNTY OF MADISON



PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 177 on Page 642 in my office. Witness my hand and seal of office, this the 31 day of AUG 31, 1981.

BILLY V. COOPER, Clerk
By: [Signature] P.C.

(SEAL)
MY COMMISSION EXPIRES: _____

Robert Love
134 South Lamar
Corner Road Lamar

EASEMENT AND
WATER USER'S AGREEMENT INDEXED

208

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body political of the State of Mississippi, hereinafter called the "DISTRICT", and V.V. Robinson R-2 Jackson hereinafter called "USER".

WITNESSETH:

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

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

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

N.E. 1/4 N.E. 1/4 Sec 26 T. 11 N. R 3 E

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

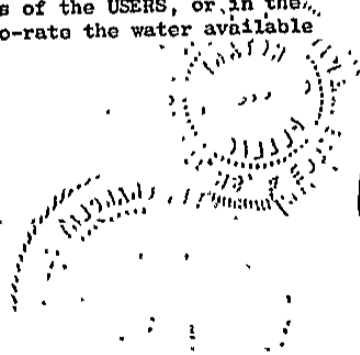
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 18th day of April, 1929.

BIG BLACK WATER DISTRICT

BY Eddie Lee Mauldin

V. V. Robin

USER

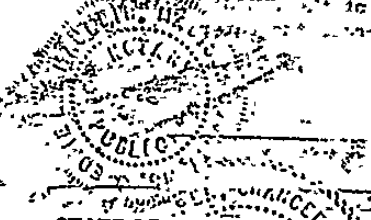
USER

Subscribed and sworn to before me in my presence; this 18th day of April, 1929, a Notary Public in and for the

County of Madison, State of Mississippi.

Eddie Lee Mauldin (Signature)

Notary Public My commission expires 3-19-33



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1929, at 4:30 o'clock P.M., and was duly recorded on the 28th day of August, 1929, Book No. 177 on Page 645.

Witness my hand and seal of office, this the 28th day of August, 1929.

BILLY V. COOPER, Clerk

By D. W. Wright, D. C.

7-2

EASEMENT AND
WATER USERS AGREEMENT INDEXED

2069

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and BENNIE ROGERS 16882 MANOR ST. hereinafter called "USER".
DETROIT, MICH. 48221

WITNESSETH:

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

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

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

S. W 1/4 SW 1/4 T4 N. R 3 E. Sec 5.
RED TOP GROCERY U.S. 51 NORTH. 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 adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

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

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

The USER agrees to pay a deposit in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 19 day of April, 19 79.

WITNESS: Maceo Crutcher
STATE OF ~~MISSISSIPPI~~ MICHIGAN
COUNTY OF ~~MADISON~~ WAYNE
BIG BLACK WATER DISTRICT
BY: Ernie Leo Mauldin
Bonnie Rogers
USER

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

GIVEN UNDER MY HAND and official seal on this the 19 day of April, 19 79.
Maceo Crutcher
Notary Public
Notary Public for Wayne County, Mich
(SEAL) My Commission Expires May 15, 1982
MY COMMISSION EXPIRES: May 15, 1982
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named _____ a subscribing witness to the foregoing instrument, who being first duly sworn, depose and saith that _____ saw the within named _____ whose name(s) is subscribed thereto sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 19 81, at 4:30 o'clock P. M., and was duly recorded on the _____ day of AUG 21 1981, Book No 177 on Page 46 in my office.
Witness my hand and seal of office, this the _____ of AUG 21 1981, 19 _____
BILLY V. COOPER, Clerk
By D. W. [Signature], D. C.

2-40

EASEMENT AND WATER USER'S AGREEMENT INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and 17-1/2 SW 1/4 Sec 28 T19 N R1E hereinafter called "USER".

WITNESSETH:

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

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

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

1/2 SW 1/4 Sec 28 T19 N R1E

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

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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

paid 6-11-77 check 25.00

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 4th day of June, 1979.

BIG BLACK WATER DISTRICT

BY Eddie Leo Marshall

Dane Russell

USER

USER

Subscribed and sworn to before me in my presence, this 4th day of June, 1979.

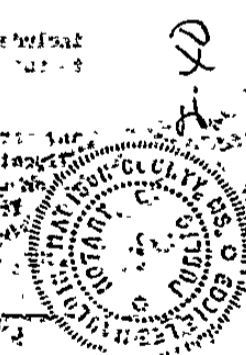
1979, a Notary Public and for the County of Madison, State of Miss.

Eddie Leo Marshall

(Signature)

Notary Public

My commission expires 3-19-83.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 31st day of AUG, 1981, Book No. 172 on Page 648 in my office.

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

BILLY V. COOPER, Clerk

By N. Wright, D. C.

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and William Smith Rt 1 Box 237 Canton, Miss. 39046 hereinafter called "USER".

WITNESSETH:

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

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

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

W 1/2 SW 1/4 Sec 5 T29N 3E
along U.S. 51 North

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 7th day of April, 1981.

WITNESS: _____
BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Cathy M. Smith
USER


STATE OF MISSISSIPPI
COUNTY OF MADISON

USER

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Mrs. Cathy M. Smith (I believe Smith), who acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 7th day of April, 1981.

(SEAL)
MY COMMISSION EXPIRES:
3-14-83

Eddie Lee Mauldin
Notary Public


STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named _____ a subscribing witness to the foregoing instrument.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 177 on Page 650 in my office.

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

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

MY COMMISSION EXPIRES:
28

[Handwritten Signature]
55

BOOK 177 PAGE 652
EASEMENT AND
WATER USERS AGREEMENT

INDEXED
J. J. Ext.

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Stanford R-2 B-145 Pickens hereinafter called "USER".

WITNESSETH:

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

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

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

House on left Hamlet west of Robinson's Grocery
NW 1/4 NW 1/4 T. 11 N. R-3 E

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

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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 13th day of December, 1978

BIG BLACK WATER DISTRICT

BY: Charles E. Lee Eddie Lee Mauldin

USER J. C. L. Taylor

USER _____

Subscribed and sworn to before me in my presence, this 13th day of Dec. 1979, a Notary Public in and for the County of Madison State of Mississippi
E. C. L. Mauldin
(signature)
Notary Public
My commission expires 7. 19. 1983

40



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUG 28, 1981, Book No. 177 on Page 27 in my office.

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

BILLY V. COOPER, Clerk

By H. Wright, D. C.

INDEXED

EASEMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi hereinafter called the "DISTRICT", and Ferdinand S. Stoker, R-13 239 Cantel hereinafter called "USER".

WITNESSETH:

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

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

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

NW 1/4 NW 1/4 Sec 8 T4 N R 3 E
along Morgan Road next to LFW

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

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

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

The USER agrees to pay a deposit in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 7th day of April, 1979.

WITNESS: _____
BIG BLACK WATER DISTRICT
BY Ed Lee Mauldin
Jerry D. Cooper
USER

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 7th day of April, 1979.
Ed Lee Mauldin
Notary Public

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

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named _____ a subscribing witness to the foregoing instrument, who being first duly sworn, depose and say that he is the person named in the foregoing instrument.

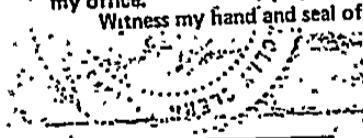
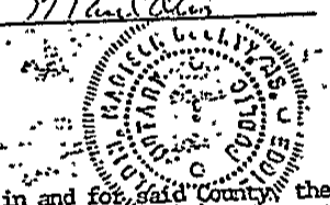
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 654 in my office.

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

BILLY V. COOPER, Clerk

By N. Wright D.C.



072

RIGHT-OF-WAY EASEMENT

1874

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

A strip of land twenty-five (25) feet in width along the South side of the Stacy Patton Road
NE 1/4 NE 1/4

Section 29, Township 11 N North,
Range 3 E East, Madison

County, Mississippi;

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

THIS THE 14th day of May 1979.

James Schaffer

WITNESS:

Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 14th day of May 1979, a Notary Public in and for the County of Madison State of Miss.

Eddie Lee Mauldin
(signature)
Notary Public

My commission expires 3-19-1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this 28 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 77 on Page 656 in my office.

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

BILLY V. COOPER, Clerk

By B. V. Cooper, D. C.

EASEMENT AND WATER USERX AGREEMENT

INDEXED

1975

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Hermon Simpson R-2 B-155 hereinafter called "USER".

WITNESSETH:

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

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

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

*Left at Robinson's Gro. House in Y about 1 1/2 miles
N E 1/4 N 1/2 E 1/4 T 11 N R-3 E.*

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

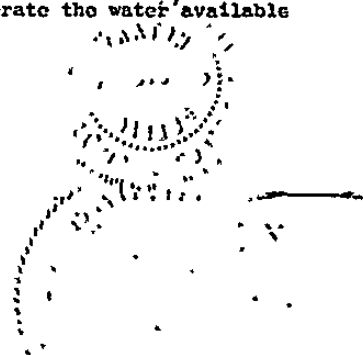
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of *25.00* *5-5-77*. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



16
871
1468

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 18th day of January, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin
William L. Hester
USER
USER

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



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of AUG 31 1981, 1981, Book No. 177 on Page 657 in my office.

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

BILLY V. COOPER, Clerk

By J. W. Wright, D. C.

of 2

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

WITNESSETH:

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

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

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

Rt 2, Pickens.
NW 1/4 NE 1/4 Sec 29 TN 11N R 3E

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

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

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

The USER agrees to pay a deposit in the amount of 25.00 In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 29 day of Sept, 1978.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

Princeton Simmons
USER

USER

Subscribed and sworn to before me in my presence, this 29th day of September, 1978, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(Signature)
Notary Public

My commission expires 3-19, 1983

Pickers Pt. 2



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 659 in my office.

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

BILLY V. COOPER, Clerk

By M. Wright, D. C.

EASEMENT AND WATER USER'S AGREEMENT INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and YSIAH SAMITHA R-1B-84 CHANTON hereinafter called "USER".

WITNESSETH:

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

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

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

NW 1/4 SW 1/4 Sec 22 T19N R1E

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

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

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

The USER agrees to pay a deposit in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 4th day of June, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

X Isaiah Smith
USER

USER

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



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 clock P.M., and was duly recorded on the 28th day of AUG 21 1981, 1981, Book No. 177 on Page 661 in my office.

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

BILLY V. COOPER, Clerk

By: N. Wright, D. C.

INDEXED

2878

RIGHT-OF-WAY EASEMENT

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

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

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

THIS THE 30th day of April 1979.

Notary Public Carlin Schultz

WITNESS:

Edwin Lee Mauldin

Subscribed and sworn to before me in my presence, this 30th day of April 1979, a Notary Public in and for the County of Madison State of Miss
Edwin Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:32 o'clock P. M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 177 on Page 663 in my office.

Witness my hand and seal of office, this the 28 day of AUG 31, 1981, 19.....

BILLY V. COOPER, Clerk

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

EASEMENT AND
WATER USER AGREEMENT

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and W.H. S. on District Road R 3 E T 42 EE Canton hereinafter called "USER".

WITNESSETH:

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

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

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

next to last house on left (yellow house) on
Lillie Drive
Sec 24 TN 9 N R 2 E
SW 1/4 SW 1/4 Madison County

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

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

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

The USER agrees to pay a deposit in the amount of \$25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 16th day of December, 1978.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

Debra Simpson

USER

USER

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



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28th day of AUG 31, 1981, 19....., Book No. 27 on Page 66X. I- my office.

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

BILLY V. COOPER, Clerk

By B. V. Cooper....., D. C.

9.40

EASEMENT AND WATER USERS AGREEMENT

not paid

2330

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and John W. Silas hereinafter called "USER". Rt. 3 198 X

WITNESSETH:

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

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

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

See 24 TN 9N R 2E
SW 1/4 SW 1/4 Median County

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

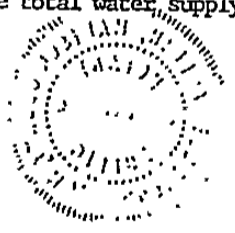
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 250.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 30th day of Sept., 1978.

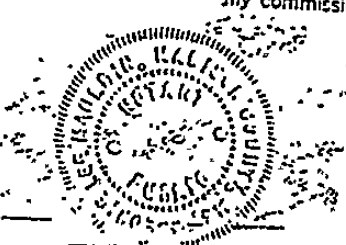
BIG BLACK WATER DISTRICT

BY: C. M. Leon

His John W. Silas
USER Signe

Low E. M. Silas
USER wife

Subscribed and sworn to before me in my presence, this 30th of September, 1979, a Henry of the County of Madison, Miss.
Eddie Lee Mauldin
Notary Public
My commission expires 3-19-89



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of AUG, 1981, Book No. 177 on Page 666 in my office.

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

BILLY V. COOPER, Clerk

By: D. Wright, D. C.

20

Schroffer Estate Land

BOOK 177 PAGE 668 INDEXED
RIGHT-OF-WAY EASEMENT

1981

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

A strip of land twenty-five (25) feet in width along the NORTH side of the STEEN Bottom ROAD

SE 1/4 SE 1/4
Section 20, Township 11 N North,
Range 3 E East, Madison
County, Mississippi;

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

THIS THE 14th day of May 1979

[Signature]

WITNESS:
Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 14th day of May 1979, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(Signature)
Notary Public

My commission expires 3-19, 1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of August, 1981, at 4:30 clock P. M. and was duly recorded on the 20 day of August, 1981, Book No. 177 on Page 668 in my office.

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

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

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

WITNESSETH:

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

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

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

*Rt 2, Dickens
NW 1/4 NE 1/4 Sec. 28 TN 11N R 3E
1st trailer on left on road west from Robinson Dr.*

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

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

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

The USER agrees to pay a deposit in the amount of 25.00 ^{PAID}. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 27 day of Sept, 1978.

Witness
Mrs V. Robinson

BIG BLACK WATER DISTRICT

BY: Eddi Lee Mauldin

Paid 25.00 cash

Mollie A. Simpson
USER

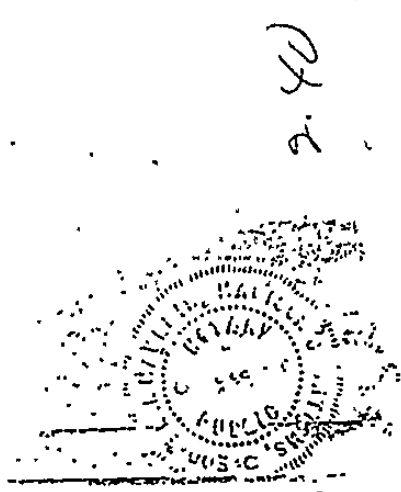
USER

V.V.
Rt. 2 Pickens, Miss

Subscribed and sworn to before me in my presence, this 29th day of Sept 1979, a Notary Public in and for the County of Madison State of Miss.

(Signature)
Notary Public

My commission expires 3-19, 1983.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the ... day of ... AUG. 31, 1981, 19..., Book No. 127 on Page 669 in my office.

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

BILLY V. COOPER, Clerk

By N. Wright, D. C.

INDEXED

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Maury Simmons, R. 16155, Piquem hereinafter called "USER".

WITNESSETH:

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

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

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

*Left at Robinson's Grocery trailer on R at y
in Road about 1 1/2 miles
SE 1/4 Sec 14, Sec 20 Twp 11N R 3E*

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

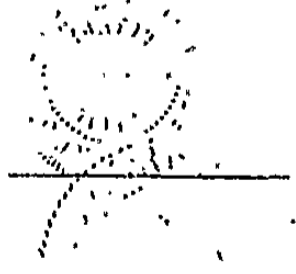
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of \$2500 5577. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

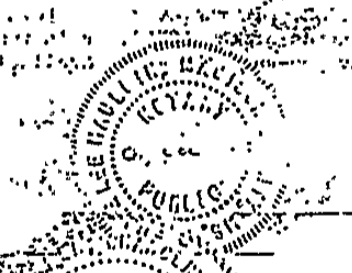
In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 19th day of January, 1977

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Mary Simmons signed by
USER Mary Simmons
USER Mary Simmons

Subscribed and sworn to before me in my presence, this 19th day of January, 1977, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-83



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1977, at 2:30 o'clock P.M., and was duly recorded on the 28th day of AUGUST, 1977, Book No. 177, on Page 67. Witness my hand and seal of office, this the 28th day of AUGUST, 1977.
BILLY V. COOPER, Clerk
By: N. M. Wright, D. C.

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

WITNESSETH:

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

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

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

ALL ~~SE 1/4~~ SW 1/4 Sec 28 T-9-N R-1-E.
SE 1/4 SW 1/4 " " " "

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

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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 19th day of April, 1979.

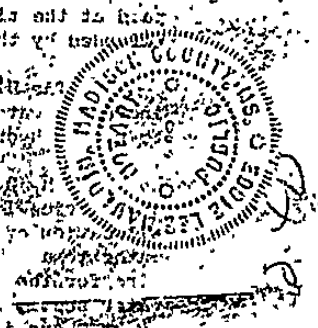
BIG BLACK WATER DISTRICT

BY:

Eddie Lee Mauldin
[Signature]

USER

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



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28th day of August, 1981, Book No. 177 on Page 673 in my office.

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

BILLY V. COOPER, Clerk

By *[Signature]*, D. C.

177 675
INDEXED

RIGHT-OF-WAY EASEMENT

1886

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

A strip of land twenty-five (25) feet in width along the _____ side of the _____
NE 1/4 NE 1/4 Sec 20

Section 20, Township 9N North,
Range 2E East, Madison
County, Mississippi;

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

THIS THE 2nd day of May 19 79.

J. R. Cooper

WITNESS:
Eddie Lee Mauldin

Subscribed and sworn to before me in my presence, this 2nd day of May 1979, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-1983



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 29 day of AUG 31, 1981, Book No. 72 on Page 625 in my office.
Witness my hand and seal of office, this the 29 day of AUG 31, 1981.
BILLY V. COOPER, Clerk
By D. Wright, D. C.

INDEXED

RIGHT-OF-WAY EASEMENT

1986

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

A strip of land twenty-five (25) feet in width along the North side of the Virilia Road NE 1/4 NE 1/4 Sec 20

Section 20, Township 9N North, Range 2 E East, Madison County, Mississippi;

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

THIS THE 3rd day of May 1979.

Mrs Ruth C. Queen

WITNESS:

Eddie Lee Mauldin

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

Eddie Lee Mauldin
(Signature)
Notary Public

My commission expires 3-19-1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 20 day of August, 1981, Book No. 177 on Page 676 in my office.

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

BILLY V. COOPER, Clerk

By D. Wright, D. C.

8
Bobby Robinson for U.S. 51 North
Box 177 66677

EASEMENT AND
WATER USERS AGREEMENT

INDEXED

4-87

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Chas. R. 2 Robinson hereinafter called "USER".

WITNESSETH: Mailing 4105 Azalea Drive Jackson, 39206

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

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

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

SE 1/4 Sec 1 TN 11N R-3E

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

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

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

The USER agrees to pay a deposit in the amount of \$ 2500. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 31st day of May, 1979.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

X Charles Taylor

USER

USER

Subscribed and sworn to before me in my presence, this 31st day of May, 1979.

a Notary Public in and for the County of Madison State of Mississippi.

Eddie Lee Mauldin

(Signature)
Notary Public

My commission expires 3-19-82



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of August, 1981, Book No. 77 on Page 677 in my office.

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

BILLY V. COOPER, Clerk

By M. Wright, D. C.

EASEMENT AND
WATER USERS AGREEMENT

177 100 079

INDEXED

1838

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body corporate of the State of Mississippi, hereinafter called the "DISTRICT", and Jerry O. Thomas R-3 P. 321 Canton hereinafter called "USER".

Jerry O. Thomas WITNESSETH:

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

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

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

5th home south of Thomas Grocery

Beige house

W/2 NW/4 Sect 10/10N R3E

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

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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

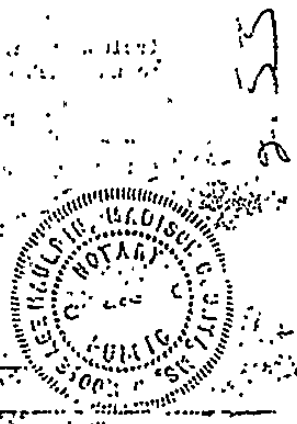
In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 5th day of June, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Jerry D. Thomas
USER
USER

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



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of August, 1981, Book No. 177 on Page 679 in my office.
Witness my hand and seal of office, this the 28 day of August, 1981.
BILLY V. COOPER, Clerk
By B. V. Cooper, D. C.

INDEXED

EASEMENT AND
WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body political of the State of Mississippi, hereinafter called the "DISTRICT", and Johnny M. Nicholson hereinafter called "USER":

R-3 E-147H 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 covenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

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

Chinn Sub Division
Sec 2 1/4 T 9 N R. 2 E Madison County
SW 1/4 SW 1/4

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

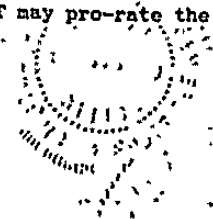
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 2500. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 9th day of July, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Johanni M. Nicholas
USER

Subscribed and sworn to before me in my presence, this 9th day of July, 1979, a Notary Public in and for the County of Medway, State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-7-82



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 clock P.M., and was duly recorded on the 28 day of AUGUST, 1981, Book No. 177 on Page 681 in my office.
Witness my hand and seal of office, this the 28 day of AUGUST, 1981.

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

paid 10/4/77
paid \$25.00

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and MERVIN PHILLIPS R-3814 ST CARTON hereinafter called "USER".

WITNESSETH:

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

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

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

*Trailer on Right at end of chain driveway
SW 1/4 SW 1/4 Sec 24
T19N R 2E Madison County*

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

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

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

The USER agrees to pay a deposit in the amount of *\$25.00*. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 16th day of December, 1978.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Mehria Phillips
USER
USER

Subscribed and sworn to before me in my presence, this 16th day of December, 1978, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-1983.



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 1 day of August, 1981, Book No. 27 on Page 683 in my office.
Witness my hand and seal of office, this the 1 day of August, 1981.
BILLY V. COOPER, Clerk
By D. W. [Signature], D. C.

0.40

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 2nd day of Feb, 1981.

BIG BLACK WATER DISTRICT
BY: [Signature]
USER [Signature]

Subscribed and sworn to before me in my presence, this 2nd day of Feb, 1981, a Notary Public in and for the County of Madison State of Mississippi
[Signature]
Notary Public
My commission expires 3-19-1983



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 clock P. M., and was duly recorded on the 31 day of AUGUST, 1981, Book No. 177 on Page 685 in my office.
Witness my hand and seal of office, this the 31 day of AUGUST, 1981.
BILLY V. COOPER, Clerk
By: [Signature], D. C.

27-E

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and *J. Ross [Signature]* hereinafter called "USER".

WITNESSETH:

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

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

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

*Crain bin [Signature] 2" meter.
N 1/2 Office
SW 1/4 Sec. 24 Twp 9N R 1E
SE 1/4 Sec 23 Twp 9N R 1E*

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

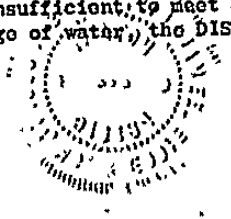
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 2nd day of Feb., 1979.

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

Subscribed and sworn to before me in my presence, this 2nd day of Feb. 1979, a Notary Public in and for the County of Madison State of Mississippi
Eddie Lee Mauldin
(Signature)
Notary Public
My Commission expires 3-19-1983

Subscribed and sworn to before me in my presence, this _____ day of _____ 19____, a Notary Public in and for the County of _____ State of _____



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 clock P. and was duly recorded on the _____ day of _____, 19____, Book No. 77 on Page 687 in my office.
Witness my hand and seal of office, this the _____ of AUG 31, 1981, 19____.
BILLY V. COOPER, Clerk
By [Signature], D. C.

EASEMENT AND WATER USER AGREEMENT

1892

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and HENRY TATE R-3 B 145 D CANTON hereinafter called "USER".

WITNESSETH:

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

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

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

*1st house on Right on Little Drive
Yellow House
Sec 24 TN 9W R 2E
SW 1/4 SW 1/4 Madison County*

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

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

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

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

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 16th day of December, 1978.

BIG BLACK WATER DISTRICT

BY: Eddie Lee Mauldin

Henry Tate

USER

USER

Subscribed and sworn to before me in my presence, this 16th day of December, 1978, a Notary Public in and for the County of Madison State of Miss
Eddie Lee Mauldin
(Signature)
Notary Public
My commission expires 3-19-88

24



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 28 day of AUGUST, 1981, Book No. 177 on Page 689 in my office.

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

BILLY V. COOPER, Clerk

By: D. Wright, D. C.

EASEMENT AND WATER USER AGREEMENT

INDEXED

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

WITNESSETH:

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

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

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

*Trailer #2
SW/4 Sec 74 T. 9 N. R. 1 E*

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

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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 27th day of Feb, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin

USER [Signature]

Subscribed and sworn to before me in my presence, this 27th day of Feb, 1979, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 5-19, 1983.



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 28 day of August, 1981, Book No. 77, on Page 691. in my office.
Witness my hand and seal of office, this the 28th day of August, 1981.
BILLY V. COOPER, Clerk
By: [Signature], D. C.

EASEMENT AND INDEXED WATER USERX AGREEMENT

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

WITNESSETH:

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

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

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

*Trailer #3
SW 1/4 Sec 24 Twp 9N R7E*

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

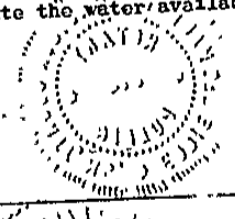
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 2nd day of February, 1979.

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

Subscribed and sworn to before me in my presence, this 2nd day of Feb 1979, a Notary Public in and for the County of Madison, State of Mississippi.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-83



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 21 day of AUGUST, 1981, Book No. 22 on Page 693. In my office.
Witness my hand and seal of office, this the 21st day of AUGUST, 1981.
BILLY V. COOPER, Clerk
By: [Signature] D. C.

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

WITNESSETH:

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

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

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

Trailer # 4
N. 1/2 Sec 24 T4 N. R1 E

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

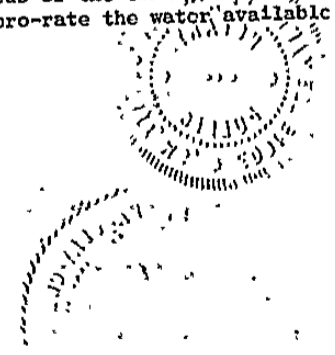
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 2nd day of Feb, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
J. P. Dato
USER

Subscribed and sworn to before me in my presence, this 2nd day of Feb 1979, a Notary Public in and for the County of Madison State of Miss.
Eddie Lee Mauldin
(signature)
Notary Public
My commission expires 3-19-83



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20th day of August, 1981, at 4:30 o'clock P.M., and was duly recorded on the 21st day of AUG. 1981, Book No. 177 on Page 692 in my office.

Witness my hand and seal of office, this the 21st day of AUG 31 1981, 19.....
BILLY V. COOPER, Clerk
By B. V. Cooper, D. C.

582

EASEMENT AND
WATER USERS AGREEMENT

BOOK 177 PAGE 697

INDEXED

2897

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

WITNESSETH:

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

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

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

N/2 SE 1/4 Sec 22 T9N R1E

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

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

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

The USER agrees to pay a deposit in the amount of \$ 75.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have executed this Agreement on this the 17th day of April, 1979.

WITNESS: _____
BIG BLACK WATER DISTRICT
BY: Eddie Lee Maddox
USER Roy C. Tate
USER _____

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 19th day of April, 1979.
Eddie Lee Maddox
Notary Public

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

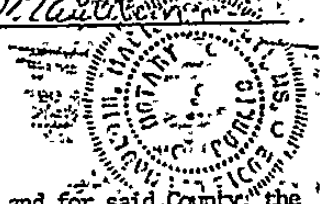
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named _____ a subscribing witness to the foregoing instrument, who being first duly sworn, depose and saith that _____ saw the within named _____

STATE OF MISSISSIPPI; County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P. M., and was duly recorded on the 31 day of August, 1981, Book No. 172 on Page 697 in my office.

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



Not paid

EASEMENT AND WATER USERS AGREEMENT INDEXED

2898

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and Boon Lee Williams B-3 E 1484 hereinafter called "USER".

Center
WITNESSETH:

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

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

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

3rd house on left Chinn Drive
Sec 24 TN 9N R 2E Madison County
SW 1/4 SW 1/4

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

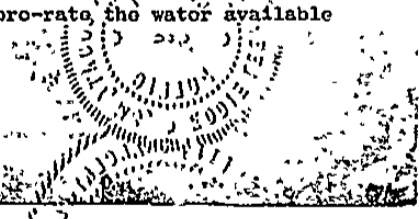
The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined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

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

The USER agrees to pay a deposit in the amount of \$ 25.00. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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

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



WITNESSETH

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

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

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

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

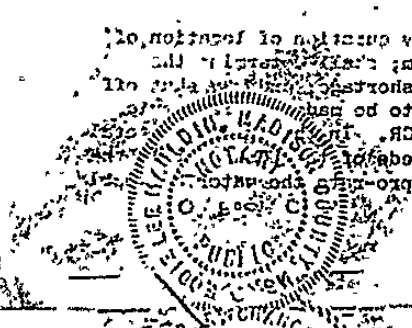
The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will be subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the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

IN WITNESS WHEREOF, we have executed this Agreement on this the 5th day of July, 1979.

BIG BLACK WATER DISTRICT
BY: Eddie Lee Mauldin
Rene Lee Williams
USER

USER

Subscribed and sworn to before me in my presence, this 5th day of July, 1979, at Madison, Mississippi.



Subscribed and sworn to before me in my presence, this 5th day of July, 1979, at Madison, Mississippi.
Eddie Lee Mauldin
Notary Public
My commission expires 3-79, 1983

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of August, 1981, at 4:30 o'clock P..M., and was duly recorded on the 28 day of AUG 31, 1981, Book No. 77 on Page 699 in my office.

Witness my hand and seal of office, this the 28 day of AUG 31, 1981.
BILLY V. COOPER, Clerk
By: [Signature], D. C.