

# WATER USE AGREEMENT

Date: 2-12-13

I, Madison County Board of Supervisors 1293 Stungbucke Rd  
HEREBY, make application to the East Madison Water Association, Inc., (hereinafter called "Association")  
for water service at the following location: Canton MS 39046

In consideration of the Association's undertaking the financing and construction of a waterworks system, I agree:

- To install and maintain at my expense the necessary service line to cause the property described above which is owned or occupied by me to be connected with the waterworks to the property line.
- The undersigned parties hereby convey to East Madison Water Association, Inc., the right to install and maintain existing or future lines as deemed necessary by said Association to provide adequate water to the property described above and further conveys and grants to said Association a perpetual ten foot easement across the described property with the aforesaid water line being the center thereof for said purposes. This easement shall run with the land described above and apply to all subsequent owners of said property, including all heirs, devisees, and assigns of the undersigned property owners. The exact location of any future water lines to be deemed necessary to be installed shall be determined by the Association after consultation with the undersigned. In such installations, East Madison Water Association, Inc., agrees to place additional water facilities, insofar as is reasonably possible, parallel to the property boundary lines of the property described above.
- To begin using water immediately after being notified by the Association that service is available, or to pay not less than the minimum water bill for a minimum period of thirty-six (36) months after notification of the Association that service is available, whether or not a connection is made or water consumed. It is further understood that any consumption in excess of the minimum rate will be charged in accordance with a schedule of monthly rates to be published by the Association.
- To use water in accordance with the rules and regulations to be established by the Association and to promptly pay for the water at the applicable schedule of rate.
- To pay a non-refundable connection charge, or tapping fee of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be charged applicants subscribing for water prior to start of construction of system, and a meter deposit of Fifty Dollars (\$50.00), said meter deposit being refundable in accordance with the rules and regulations of the Association, and a non-refundable membership of Fifty dollars (\$50.00).
- The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

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

\$ 50.00 METER DEPOSIT  
 \$ 350.00 METER INSTALLATION FEE  
 \$ 50.00 MEMBERSHIP  
 \$ 24.50 MISCELLANEOUS  
 \$ 474.50 TOTAL

In the event that the undersigned becomes delinquent in the payment of the fees incurred by East Madison Water Association in connection with the water service rendered to me, the undersigned agrees to pay all fees incurred by East Madison Water Association in its attempts to collect said delinquent payments including court costs, attorney fees and/or collection fees.

Received (date) 2-12-13  
 BY: [Signature]  
 CASH \_\_\_\_\_ CHECK \_\_\_\_\_  
 TYPE OF SERVICE: RESIDENTIAL \_\_\_\_\_  
 OTHER \_\_\_\_\_

[Signature] OWNER  
PO Box 608 Canton, MS  
 MAILING ADDRESS:  
601-214-8111  
 TELEPHONE: Home \_\_\_\_\_  
 Business \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named \_\_\_\_\_ who acknowledge that (he,she) signed and delivered the foregoing Water Use Agreement on the day and year therein mentioned.

GIVEN under my hand and seal of office, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires: \_\_\_\_\_, Notary Public