

# Long Creek Water Association, Inc.

4695 Long Creek Water Road  
Meridian, MS 39301  
(601) 693-3096

This agreement, between the Long Creek Water Association, Inc., a non-profit corporation, organized and existing under and, by virtue of the laws of the State of Mississippi, and \_\_\_\_\_, a member of the Association, hereinafter called the Member.

Witness:

WHEREAS, the Member desires to purchase farmstead and domestic water from the Association, and to enter into a water user agreement as required by the by-laws of the Association:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The Association shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the Member may desire in connection with his occupancy of the following described property:

\_\_\_\_\_

\_\_\_\_\_

The Member agrees to grant to the Association, 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 lands belonging to the Member, for the purpose of ingress to egress from the above-described land.

The Member shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and other portion of his premises.

The Member's service line shall connect with the distribution system of the association at the nearest place of desired use by the Member, provided the Association has determined in advance that the Association water system is of sufficient capacity to permit delivery of water at that point.

The Member shall pay for such water at such rates, time and place as shall be determined by the Association.

The Association shall purchase and install a cut-off valve and may also include a water meter, in each service. Such cut-off valve and meter shall be installed at a point on the system designated by the Association. The Association shall have exclusive rights to use such cut-off valve and water meter and to turn it on and off.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members. In the event of water shortage: may shut off the water to a Member who allows a connection of extension to be made to his service line, for the purpose of supplying water to another user.

The failure of a Member to pay water charges duly imposed shall result in an automatic imposition of the following penalties:

- A. Non-payment within fifteen (15) days from the due date will be subject to a penalty to ten (10) percent of the delinquent account.
- B. Non-payment within thirty (30) days from the due date will result in the water being shut off from the Member's property.
- C. Non-payment for sixty (60) days after original due date will allow the Association to terminate the Member's membership and, in such event, the Member shall not be entitled to receive, not the Association obligated to supply, and water under this agreement.

In the event it becomes necessary for the Association to shut off water from a Member's property, a fee of \$ 50.00 will be charged for a reconnection of the service.

\_\_\_\_\_ Member agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

IN WITNESS WHEREOF, we have executed this agreement, this \_\_\_\_\_ day of \_\_\_\_\_, of \_\_\_\_\_.

LONG CREEK WATER ASSOCIATION, INC.

*Carroll M. G. Luman*

Attest:

President

*Lomney Butler*

Secretary-Treasurer

*Scott Hetchfield*

By \_\_\_\_\_

Member