

This agreement entered into between the South-West Rankin Water Association, a nonprofit corporation, hereinafter called the "Association," and _____

member(s) of the Association, hereinafter called "Member."

1. Legal Property Address: _____

2. Legally Described As: _____

The Member agrees to grant 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 use adjoining lands belonging to the Member for the purposes of ingress to and egress from the above-described lands. This easement shall be not less than 10 feet nor more than 15 feet in total width, measured with equal parts to the center of the water pipeline or waterworks facility. IE., 5 feet to the left of the water main and 5 feet to the right of the water main for a total of 10 feet in width.

The Member Agrees to grant the Association, its successors and assigns, the right to enter upon the above-described land, where the Association currently maintains, or intends to construct a water pipeline, meter assembly, or other appurtenance and remove vegetation by, any of, but not limited to the following means: mulching, chipping, cutting, grinding, grubbing, dozing, and other forms of vegetation, brush, and tree removal, and ongoing maintenance of said Right of Way.

Right of Way Agreement

Member agrees not to build any fence or other structure(s) on the Right-of-way; however, this is not to include the boundary of said Right-of-way.

The Association reserves the right to inform the Member that his/her/their gate and or fence is obstructing a water meter, valve, hydrant, or other appurtenance and that a remedial action is needed. Member agrees to make necessary accommodations to access the waterworks facilities.

I the undersigned Member do hereby grant, convey, give, the South-West Rankin Water Association Inc. , its successors and assigns a perpetual easement, and do certify that I have read the following terms and conditions associated with the Right of Way agreement with understanding that there is no grandfathering clause, and all terms and conditions are permanently binding.

Member/ Property Owner Signature(s) _____

Date: _____ Acct# _____

South-West Rankin Water Association

Right of Way Agreement

State Of: _____ County Of: _____

On _____ Before Me, _____

Date _____ (Notary)

Personally Appeared _____

(Signers)

Personally known to me

--Or--

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledges to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

(Notary Signature)

My Commission Expires: _____