

**PREPARED BY AND RETURN TO:** Jan W. Hammond, MS Bar No. 6703; 112 Sheffield Loop, Suite D-1, Hattiesburg, MS 39402; Telephone: 601.264.0403.

**INDEXING INSTRUCTIONS TO CHANCERY CLERK:** Index on the general index, direct and reverse; and on the sectional index on the Lot described below.

**STATE OF MISSISSIPPI  
COUNTY OF LAMAR**

**UTILITY EASEMENT**

This Utility Easement ("Easement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Grantor"), whose address is \_\_\_\_\_, Telephone: \_\_\_\_\_, and CANEBRAKE UTILITIES ASSOCIATION, INC., a Mississippi corporation, whose address is 112 Sheffield Loop, Suite D, Hattiesburg, MS 39402, Telephone: 601-264-0403 ("Canebrake Utilities").

**WITNESSETH:**

WHEREAS, Grantor is the owner of the following described real property having an address of \_\_\_\_\_, Hattiesburg, MS 39402 which is further described as follows ("Property") (fill in blanks or check as applicable below):

Lot(s) \_\_\_\_\_, of Bellegrass, Neighborhood \_\_\_\_\_, a subdivision of Lamar County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi;  
and

WHEREAS, Grantor desires to create and/or ratify the prior creation of an easement, and to grant unto Canebrake Utilities an easement, in, over, across, under, and upon the Property for the purposes hereinafter described; and

WHEREAS, by execution hereof, Grantor hereby consents to and approves of the grant of this easement and ratifies Canebrake Utilities' past placement, erection, construction, installation, use, operation, reading, inspection, maintenance, repair and replacement of sewer and/or water meters, pipes, lines, valves, materials, equipment and/or facilities upon the Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged and confessed, Grantor hereby creates and/or ratifies the prior creation of, and grants unto Canebrake Utilities, its successors and assigns, a perpetual easement in, over, across, under, and upon the Property for the use and benefit of Canebrake Utilities, its successors and assigns, for the following purposes: (i) placing, erecting, constructing, installing, laying, using, operating, reading, inspecting, maintaining, repairing, reconstructing, replacing, modifying, disconnecting and/or removing any sewer meters, pipes, lines, valves, materials, equipment and/or facilities upon the Property (collectively, "Utility Facilities"), whether or not said Utility Facilities were originally installed by Canebrake Utilities, Customer or otherwise, together with the right to utilize adjoining lands belonging to Grantor for the purpose of ingress to and egress from the Property for any such purposes; (ii) reading of any water meters at any time located on the Property; (iii) any purposes for which entry upon the Property is permitted under any written agreement between Canebrake Utilities and Grantor (a "User's Agreement") or under the Rules and Regulations Governing Public Utility Service of the Mississippi Public Service Commission as they exist from time to time ("MPSC Rules"); and (iv) to take such action as is necessary to discontinue or disconnect sewer service to the Property in accordance with any such User's Agreement and the MPSC Rules, including without limitation cutting, capping, plugging, locking, closing and/or otherwise modifying or disconnecting any Utility Facilities. All Utility Facilities installed by Canebrake Utilities shall remain the property of Canebrake Utilities, and Canebrake Utilities shall have the right to inspect, maintain, repair, improve, reconstruct, replace, rebuild, relocate and remove, and to make such changes, alterations, substitutions, additions to or extensions of, its Utility Facilities as it may deem advisable. Notwithstanding anything to the contrary, Grantor agrees that Canebrake Utilities shall have no obligation, responsibility or liability with respect to any Utility Facilities which are not owned by Canebrake Utilities.

If Grantor does not own any adjoining lands which it is necessary for Canebrake Utilities to traverse in connection with the furnishing to the Property of sewer service from Canebrake Utilities' distribution system for such service, Grantor shall have the full responsibility and expense of obtaining a grant to Canebrake Utilities of any and all recordable perpetual easements, rights of way or rights of entry deemed necessary by Canebrake Utilities for such purposes.

In addition to the foregoing grant, Grantor does hereby further grant unto Canebrake Utilities during any period of placing, erecting, constructing, installing or laying of Utility Facilities and during any subsequent period in which inspection, maintenance, repairs, reconstruction, replacement and/or removal of Utility Facilities may be necessary, the right and privilege of using such land abutting said easement as may be necessary for the purpose of placing thereon such materials, equipment, machinery, and facilities as may be necessary in connection with such activities.

Grantor reserves unto himself, his heirs, successors, and assigns the full right to take, use and enjoy the land embraced within this easement in every manner not inconsistent with this grant, including, but not limited to, the specific right to construct driveways, entrance ways, and sidewalks upon, over, and across said easement. The right reserved by Grantor in the preceding sentence shall be subject at all times to the paramount right of Canebrake Utilities to dig up, remove, or destroy any portion of any driveways, entrance ways, sidewalks or other improvements constructed upon, over, and/or across said easement for the purposes of erecting, constructing, installing, laying, using, operating, inspecting, maintaining, repairing, replacing and/or removing any Utility Facilities. Any shrubbery, fence, driveway, entrance way, sidewalk or other improvement constructed upon, over or across said easement granted herein shall be done at the risk of Grantor, and Canebrake Utilities will not be held responsible for damages done to any such shrubbery, fence, driveway, entrance way, sidewalk or other improvement.

Grantor warrants Grantor is the owner of the Property and has the legal authority to grant this Easement. This Easement shall be binding on Grantor and Grantor's heirs, successors and assigns. Grantor agrees that any instrument executed from and after the date hereof concerning the Property shall be given subject to this Easement and existence of this Easement shall be recited in any such instrument. Canebrake Utilities may record this Easement in the office of the Chancery Clerk of Lamar County, Mississippi.

IN WITNESS WHEREOF, the above and foregoing Easement is hereby granted subject to all of the terms and provisions hereof effective as of the date first above recited.

**GRANTOR:**

\_\_\_\_\_  
(Legal name)

\_\_\_\_\_  
(Legal name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that \_\_\_ he \_\_\_ executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

(SEAL)

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

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

(SEAL)