STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

CONTRACT TO PARTICIPATE IN PRIVATE SEWER REHABILITATION PROGRAM AND CONVEY EASEMENT(S)

This contract is made this ____ day of _____, 20_____, by and between the Metropolitan Sewerage District of Buncombe County, North Carolina (hereinafter "MSD") and _____ (hereinafter "Owner").

WHEREAS, MSD owns a system of interceptor and collector sewers and wastewater reclamation facility serving much of Buncombe County and the northern part of Henderson County (the "District Sewerage System"); and

WHEREAS, a number of users of the District Sewerage System are served and have been served by existing private sewer systems not constructed in accordance with MSD standards for public sewers; and

WHEREAS, MSD has in place a program wherein, with the consent of property owners served by existing private sewer systems, MSD assumes responsibility for operation and maintenance of the existing private system(s), schedules the systems for replacement with new lines built to public standards, depending on the condition of the line(s) and subject to available funding; and

WHEREAS, the MSD program is known as the Private Sewer Rehabilitation Program or "PSR;" and

WHEREAS, Owner's property at _____, PIN _____ is currently served by an existing private sewer system which discharges to the District Sewerage System; and

WHEREAS, Owner desires to participate in the PSR Program; and

WHEREAS, participation in the PSR Program includes maintenance of the existing private sewer system serving Owner's property, replacement of the line to current MSD standards and eventual take over of the existing sewer by MSD, all in the sole and absolute discretion of MSD and subject to available funding.

It is Now Therefore Agreed as Follows:

1. MSD agrees to operate and maintain the existing private sewer system serving Owner's property until such time as the private sewer system requires replacement. Determination as to the necessity and timing of replacement of the existing private sewer shall be in the sole and absolute discretion of MSD and subject to available funding. The replacement sewer system shall be built by MSD to MSD public sewer standards and shall be owned, operated and maintained by MSD.

2. As a condition of participation in the PSR Program, Owner agrees to convey to MSD, at no charge, a standard width permanent easement and temporary construction easement, if necessary, in accordance with MSD's Easement Width Chart, attached hereto as "Exhibit A." The easement shall be sufficient for the installation, operation, maintenance, repair and replacement, if necessary, of a new public sewer line. The easement shall be in form and content satisfactory to MSD and its counsel and will be recorded in the Buncombe County Register of Deeds. As additional consideration for the granting of the easement, MSD will reconnect the Owner's existing sewer service line to the new replacement sewer. No sewer tap or facility fee will be charged. MSD will pay for the preparation of the easement plat and for the cost of recording the easement with the Register of Deeds. Failure of the Owner to convey easement(s) required by MSD will terminate Owner's participation in the PSR Program

3. The actual location of the easement(s) to be conveyed to MSD may not be determined until engineering drawings for the replacement sewer have been prepared and approved by MSD. To the extent possible, the replacement sewer will be located in approximately the same location as the existing private sewer, however, it may be necessary to construct the replacement sewer in a different location. Owner agrees that construction of the replacement sewer in a different location shall not affect Owner's obligations under this agreement.

4. A copy of MSD's standard easement agreement is attached hereto as "Exhibit B." By signing below, Owner acknowledges that he or she has read the easement agreement and is satisfied with the terms and conditions of the same.

5. Owner warrants and represents that they own or hold ownership or possessory interests in the proposed easement area and have the authority to convey an easement to MSD. Owner further warrants and represents that they have the authority to and will do all things necessary to carry out and complete the terms of this contract in a timely manner.

6. Owner and MSD acknowledge and agree that this is a contract to convey an interest in real property and that this contract may be specifically enforced. Owner and MSD further acknowledges and agrees that this agreement shall be binding upon their respective heirs, successors and assigns.

7. Upon the execution of this contract, MSD shall have the right to go on the proposed easement area for inspection and planning purposes. Further, the Owner agrees to cooperate with MSD and to allow MSD reasonable, practical, and necessary access to and egress from said proposed easement area to effectuate the purposes outlined herein.

Execution of this contract does not guarantee the installation of a new public sewer system to serve Owner's property. MSD's obligation to operate and maintain the existing private sewer system or to replace the existing sewer with a line built to public sewer standards is subject to MSD's continuation of the PSR Program, to available funding and dependent upon the participation of other users of the MSD Sewerage System served by existing private sewers in the PSR Program.

Metropolitan Sewerage District of Buncombe County

_____(SEAL)
By: Chairman of the Board

ATTEST:

_____Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that __he is _____ Secretary of Metropolitan Sewerage District of Buncombe County, North Carolina, a Public Body and Body Politic and Corporate, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ____ Chairman of the Board, sealed with its corporate seal, and attested by h___ as its Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 20___.

_____
NOTARY PUBLIC

_____
(Type or Print Name of Notary Public)

My Commission Expires:

_____

(NOTARIAL SEAL)

Owner

_____(SEAL)
By:

_____(SEAL)
By:

STATE OF _____
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____, appeared before me and being 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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, 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 stamp or seal, this _____ day of _____, 20___.

_____
NOTARY PUBLIC

_____
(Type or Print Name of Notary Public)

My Commission Expires:

_____

(NOTARIAL SEAL)

EXHIBIT A

Easement Width Chart

Metropolitan Sewerage District Required Permanent Easement Widths

Where the depth of sanitary sewers exceeds twenty feet (20') or where slopes exceed 30%, easement widths will be determined by the District on a case by case basis.

Trench Depth	8"- 12" Sewer Right of Way	15"- 18" Sewer Right of Way	21"- 27" Sewer Right of Way	30"- 36" Sewer Right of Way	42"- 54" Sewer Right of Way
0-6	20'	20'	25'	25'	30'
6-8	20'	20'	25'	25'	30'
8-10	20'	25'	25'	25'	30'
10-12	20'	25'	25'	30'	30'
12-14	25'	30'	30'	35'	35'
14-16	30'	35'	35'	40'	40'
16-18	30'	35'	40'	40'	40'
18-20	30'	40'	45'	45'	45'