EXHIBIT B

PREPARED BY AND RETURN AFTER RECORDING TO:
KATHRYN MAULTSBY MADISON of
ROBERTS & STEVENS, P. A. (Box #39)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, made this ____day of _____, 20___, by and between _____ **and spouse if any,** hereinafter referred to as Grantor, and **METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA,** a public body and body politic and corporate, created and established by the North Carolina State Stream Sanitation Committee by Resolution adopted on January 19, 1962, under the provisions of the North Carolina Metropolitan Sewerage Districts Act, now codified as Chapter 162A, Article 5, of the General Statutes of North Carolina, hereinafter referred to as Grantee (the designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine and neuter as required by context).

W I T N E S S E T H:

THAT WHEREAS, the Grantor is the owner of certain property more particularly described in a deed recorded in Book _____ at Page _____, Buncombe County Registry (hereinafter sometimes referred to as "Property"); and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee a permanent and temporary construction easement over, upon, across, under and through a portion the Property of the Grantor for purposes of constructing, operating, maintaining, repairing, inspecting, reconstructing and replacing, if necessary, sewer lines and accessories and the Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by these presents does give, grant, and convey unto the Grantee, its successors and assigns, the permanent and temporary right, privilege and easement to construct, operate, maintain, repair, inspect, reconstruct and replace, if necessary, sanitary sewer lines and accessories over, upon, across, under and through the Property of the Grantor, said permanent easement and temporary construction easement being described as follows:

PERMANENT EASEMENT: A non-exclusive permanent easement for the purposes of constructing, operating, maintaining, repairing, inspecting, reconstructing and replacing, if necessary, sanitary sewer lines, including such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required. The easement shall include the right to perform appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies. The Grantor agrees to cooperate with the Grantee and to allow the Grantee reasonable, practical, and necessary access to and egress from said permanent easement to effectuate the purposes outlined herein, said permanent easement being more particularly described as follows:

[Legal Description per plat]

Said Permanent Easement consisting of _____ square feet (_____ acre), more or less.

TEMPORARY CONSTRUCTION EASEMENT: A temporary construction easement for the purposes of excavation, digging ditches, storing dirt, supplies and materials, moving and using equipment and generally carrying out the completion of the installation of said sanitary sewer lines and accessories, and for the purposes of inspecting and performing appropriate tests within said temporary construction easement, including but not limited to, archaeological and environmental studies. The Grantor agrees to cooperate with the Grantee and to allow the Grantee reasonable, practical, and necessary access to and egress from said temporary construction easement to effectuate the purposes outlined herein. This right of use as set out in this paragraph shall terminate upon the final completion of the entire project, said temporary construction easement being more particularly described as follows:

[Legal Description per plat]

Said Temporary Easement consisting of _____ square feet (_____ acre), more or less.

Said permanent easement and temporary construction easement being shown on the plat entitled "_____", prepared by _____, dated _____and last revised on _____, Project No. _____ and recorded in Plat Book _____ at Page _____, Buncombe County Registry.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE:

1. That the Grantee shall have the right to clear the permanent easement and temporary construction easement described above and the right but not the obligation to keep the permanent easement clear at all times, and the right to remove from the permanent easement and temporary construction easement all brush, trees and other obstructions, and to go upon said easements whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees and other obstructions of any kind.

2. That the Grantor shall at all times, other than while the sewer lines are under actual construction, have the right to use said permanent easement and said temporary construction easement, in the same manner as has been heretofore done; provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Prohibited uses of the permanent easement by the Grantor include, but are not limited to, the following: the erection of a shed, building, structure or other obstruction within the permanent easement by the Grantor shall not be allowed; the planting of trees within the permanent easement by the Grantor shall not be allowed; additional fill cannot be placed within the permanent easement except after prior written consent from the Grantee; and other utility lines, including but not limited to, electric, gas, telephone, cable, or water lines, cannot be constructed within the permanent easement except after prior written approval by the Grantee.

3. That the Grantee agrees to restore the topography of said easement areas, and access areas, if any, after installation or repairs of the sewer lines and accessories to approximately the same condition as existed before said installation or repairs.

4. That the Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of the Property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the sewer lines and accessories constructed within said permanent easements. As to paved roads, the Grantee, in

future repairs or maintenance of said sewer lines and accessories, shall only be responsible for regraveling, tamping and patching the portion of said paved roads disturbed by such work. As to non-paved roads, the Grantee shall only be responsible for regraveling and tamping in connection with any repairs or maintenance.

5. If the Grantor has a sewer service line ("service line") that presently leads from the Grantor's residence or building on the Grantor's Property to the existing main sewer line which may be abandoned by the Grantee, the Grantee agrees that it will connect the service line to the new or rehabilitated sewer line that will be located within the permanent easements described above. The Grantor hereby agrees to cooperate with and authorizes the Grantee to enter upon the Grantor's Property and to excavate on the Grantor's Property outside of the permanent and temporary construction easement described herein as reasonably practical and necessary for the purpose of locating and connecting said service line. The Grantee shall perform such excavation in a good and workmanlike manner and shall obtain prior approval from the Grantor as to specific areas of Grantor's Property to be excavated. The Grantee shall also restore the topography of the Grantor's Property after location and connection of said service line to approximately the same condition as existed before said work.

6. Other conditions and provisions:

TO HAVE AND TO HOLD said permanent easement and temporary construction easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of the Property and has full right and power to convey these easements to the Grantee, and that Property is free from any and all liens and encumbrances, and that they will and their successors and assigns shall forever warrant and defend the title to said easements unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto executed this document, as of the day and year first above written.

_____**(SEAL)**

_____

Print Name

* * * * * * * * * * * *

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

My Commission Expires:

_____

[NOTARIAL SEAL]