

This Agreement and Release of All Claims (hereinafter referred to as "the Agreement") is hereby made and entered into on this date by and among the County of Henderson (hereinafter referred to as County") and

A. Owner Information

Name _____

Mailing Address _____

Property Address _____

Serial Number _____

Phone _____

E-Mail _____

(Herein after referred to as "Property Owner"), all sometimes collectively referred to as "the Parties".

WITNESSETH

WHEREAS, County has duly adopted a Public Health Nuisance Prevention Ordinance which prohibits abandoned manufactured homes in all zoning districts within Henderson County. Abandoned Manufactured Homes are defined in Chapter 52.3-2 as “a manufactured home that has not had legal power or was not properly connected to a permitted septic system and water supply in the last 6 months, not to be interpreted to include a manufactured home stored or parked in accordance with a valid zoning permit.”

WHEREAS, County has instituted the Abandoned Manufactured Home Removal Program (hereinafter referred to as “AMHRP”) to assist property owners in Henderson County with the deconstruction and removal of abandoned manufactured homes located in Henderson County as required by Henderson County Code.

WHEREAS, Property Owner is the owner of real property in Henderson County, North Carolina upon which a single-wide abandoned manufactured home is located.

WHEREAS, Property Owner is desirous of deconstructing and removing the abandoned manufactured home from the property and wishes to participate in AMHRP.

CONSIDERATIONS DESCRIBED BELOW, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT DO HEREBY AGREE AS FOLLOWS:

- 1. Upon execution of this Agreement by Property Owner, Property Owner shall pay and deliver to County the sum of **\$1895 + additional tipping fees above 10,000 lbs** by cash, check or money order made payable to Henderson County for participation in AMHRP.

Please provide Henderson County with a W-2 form from the previous year and current pay stub in order to meet the low-income requirement for this program.

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Asheville, NC MSA								
Asheville, NC HMFA								
FY 2021 MFI: 75500								
EXTR LOW INCOME	15800	18050	21960	26500	31040	35580	40120	44660
VERY LOW INCOME	26300	30050	33800	37550	40600	43600	46600	49600
LOW-INCOME	42100	48100	54100	60100	64950	69750	74550	79350

2. In consideration of the payment by Property Owner to County, and upon acceptance into the AMHRP, County shall coordinate the destruction and removal of the abandoned single-wide manufactured home by independent contractors selected by the County in its sole discretion. (Describe home below including address and serial number)
3. Prior to deconstruction, Property Owner agrees to disconnect or cause all utilities to be disconnected including water, sewer, gas, cable and electricity, identify and mark septic system location and cause reasonable access to the abandoned manufactured home for trucks and heavy equipment. Property Owner further understands that all white goods and appliances must be removed from the abandoned manufactured home prior to deconstruction by the contractor. Property Owner further understands that any items remaining in the home will be destroyed in the deconstruction process and removed for disposal in the County landfill.
4. Property Owner agrees that any re-use of the site formerly occupied by the manufactured home as identified herein must comply with all applicable Federal, State and Henderson County regulations.
5. Property Owner certifies that the manufactured home as identified herein was not brought into Henderson County for the purpose of being included in AMHRP.
6. Property Owner agrees to remove all other violations from the subject property before this agreement may be executed. Property Owner also agrees to grant Henderson County staff full access to the property.
7. In consideration of acceptance into Henderson County Project AMHRP, the Property Owner and his agents, servants, successors, heirs, administrators, executors and assigns, do hereby fully release, remise, acquit and forever discharge and hold harmless the County of Henderson, its agents, servants, insurers and assigns from any and all claims in any way related to the identification, removal, transportation, storage or deconstruction of the abandoned manufactured home from the premises or property of Property Owner past, present, or future, as well as any and all claims, demands, actions or causes of action or suits of law or in equity of whatever kind or nature, whether based upon alleged contract, vicarious liability, or any other legal or equitable theory of recovery, past present or future, which are now known or should have been known at the time of the signing of this Agreement, which are suspected to exist or reasonably should have been suspected to exist at the time of the signing of this Agreement, which are anticipated or reasonably should have been anticipated at the time of the signing of this Agreement or which have arisen or are now arising in connection with the events or transactions described in the above-referenced paragraphs. The effect of this paragraph is to be a general release of all claims as against the County of Henderson and all other claims that are now known or should have been known at the time of the signing of this Agreement.
8. It is expressly understood and agreed that this is a fully, final and complete general release as to Henderson County and that the terms of this Agreement may not be amended orally.
9. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.

10. This Agreement is binding on the Parties' successors in interest, heirs and assigns.

11. The undersigned have read this Agreement, and acknowledge that no promise or representation of any kind, other than as contained herein, has been made by the County of Henderson or anyone acting for it. The parties to this Agreement have relied fully and completely on their own judgment in executing this Agreement. The property owner is here by bound to the conditions of the AMHRP.

12. This Agreement shall be construed in accordance with the laws of the State of North Carolina, and may be executed on separate signature pages, which may be combined to make a complete agreement.

13. The AMHRP will be based on the availability of funding from NCDENR Division of Pollution Prevention and Environmental Assistance.

14. All taxes current and past have been paid on this manufactured home and there are no outstanding liens against the home. The abandoned home to be deconstructed is or was listed with the Henderson County Tax Office in the name(s) of the applicant.

15. By signing this application, I/we agree to remove all personal items from the home prior to deconstruction; disconnect or cause all utilities to be disconnected including water and electricity; and that reasonable access to the home for trucks and heavy equipment will be provided. I/we also agree that there are no violations on the property of Henderson County Code or North Carolina Code and grant Henderson County staff full access to the property. I/we certify that we are the owner of the manufactured home and have full authority to authorize its removal. **Please include title of manufactured home or Right of Possession form.** By signing this application, I certify that the manufactured home to be deconstructed was not brought into Henderson County for the purpose of being included in this program.

Print Name _____

Signature _____

Date _____

The above signature certifies that the property owner is the owner of the manufactured home and has authority to remove home.

For Questions concerning this application please contact Toby Linville at 828-694-6627 or

tlinville@hendersoncountync.org

To remove this manufactured home from tax listing you must submit a listing form to the Tax Assessor's Office:

https://www.hendersoncountync.gov/sites/default/files/fileattachments/tax_offices/page/38101/2022listingppfinished.pdf

OFFICIAL USE ONLY

Date Received: _____

Application Number: _____

Confirmation Sent: _____

Contractor Notified: _____

Processed By: _____