

This Agreement and Release of All Claims (hereinafter referred to as "the Agreement") is hereby made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among the County of Henderson (hereinafter referred to as "County") and \_\_\_\_\_

(Hereinafter referred to as "Property Owner"), all hereinafter 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 126.3-2 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 \_\_\_\_ by check or money order made payable to Henderson County for participation in AMHRP and Property Owner shall pay any excess tipping fees as described in paragraph three (3).
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. Property Owner recognizes that the cost of landfill tipping fees up to and including eight (8) tons are included under AMHRP for the disposal of the abandoned manufactured home. Property owner agrees to be responsible to pay the cost of all landfill tipping fees in excess of eight (8) tons for the disposal of the abandoned manufactured home within thirty (30) days of billing directly to Henderson County.
4. Prior to deconstruction, Property Owner agrees to disconnect or cause all utilities to be disconnected including water 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.

5. 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.

6. Property Owner certifies that the manufactured home as identified herein was not brought into Henderson County for the purpose of being included in AMHRP nor that the manufactured home identified herein is not located within a manufactured home park.

8. 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.

9. 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.

10. 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.

11. 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.

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

13. 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.

14. 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.

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

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.**

**APPLICATION TO PARTICIPATE IN HENDERSON COUNTY ABANDONED  
MANUFACTURED HOME REMOVAL PROGRAM**

*INSTRUCTIONS:* Clearly print or type all sections below. Mail or deliver the completed form to:

Henderson County Code Enforcement  
Attn: Toby Linville  
100 N King St  
Hendersonville NC 28792

**A. Owner Information**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

**B. Abandoned Home Information**

Model \_\_\_\_\_

Color \_\_\_\_\_

Dimensions \_\_\_\_\_

Serial Number \_\_\_\_\_

**C. Location**

Please provide us with directions to the location of the abandoned home.

\_\_\_\_\_

**D. Tax Information**

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:

\_\_\_\_\_

**E. Agreement/Consent**

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.

**F. Certification of Compliance**

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.

**G. Eligibility**

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.

Income Definition	Percent (%) of Area Median Income (\$52,500)	Annual Income (\$)	Monthly Income (\$)	30 Percent of Monthly Income (\$)	Fair Market Rent as a Percent (%) of Maximum Affordable Rent
Low	>50 to 80	26,251 to 42,000	2,188 to 3,500	656 to 1,050	106% to 66%

Source: Department of Housing and Urban Development 2008

**NOTICE: Development of the site formerly occupied by the deconstructed manufactured home must comply with all federal, state and Henderson County regulations. Fill out and mail the Real Property form attached to remove this home from the property tax listing.**

**NOTICE: Any violation of the terms of this program, including this application, voids participation.**

Owner Print Name \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Questions concerning this application please contact Toby Linville at 828-694-6627 or [tlinville@hendersoncountync.org](mailto:tlinville@hendersoncountync.org)

**OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_

Application Number: \_\_\_\_\_

Confirmation Sent: \_\_\_\_\_

Contractor Notified: \_\_\_\_\_

Processed By: \_\_\_\_\_

Henderson County Tax Department  
 Real Property Listing  
 200 North Grove Street Suite 102  
 Hendersonville, NC 28792-5027

**HENDERSON COUNTY, NORTH CAROLINA  
 REAL PROPERTY LISTING FORM  
 TAX YEAR 2010**

For information regarding this form, please call (828) 698-5003  
 Or visit our website at [www.hendersoncountync.org/ca](http://www.hendersoncountync.org/ca)

January 01, 2010

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, St, Zip \_\_\_\_\_

**Parcel Number:** \_\_\_\_\_  
**Property Description:** \_\_\_\_\_  
**Physical Address:** \_\_\_\_\_  
**Appraiser Code:** \_\_\_\_\_

N.C.G.S. 105-309(c)(4) requires that buildings and other improvements having a value in excess of \$100.00 that have been acquired, begun, erected, damaged or destroyed since January 1, 2009 shall be described and listed by the January 1, 2010 owner regardless of who made the changes in the prior year.

**DESCRIBE ANY NEW BUILDINGS BEGUN, COMPLETED OR ACQUIRED IN 2009**

NEW HOUSE \_\_\_\_\_ DOUBLE WIDE MOBILE HOME \_\_\_\_\_ (year) SINGLE WIDE MOBILE HOME \_\_\_\_\_ (year)  
 COMMERCIAL / INDUSTRIAL / MULTI-FAMILY \_\_\_\_\_ OTHER \_\_\_\_\_  
 PERCENT COMPLETE ON JANUARY 1, 2010 \_\_\_\_\_ % BUILDING COSTS AS OF JANUARY 1, 2010 \$ \_\_\_\_\_

DESCRIPTION OF CHANGES AND/OR REMODELING	% COMPLETE 01/01/2010	TOTAL COST
<input type="checkbox"/> ADDED FULL BATH(S) HOW MANY _____	%	\$ _____
<input type="checkbox"/> ADDED ½ BATH(S) HOW MANY _____	%	\$ _____
<input type="checkbox"/> ADDED SCREENED PORCH/DECK SIZE _____ X _____	%	\$ _____
<input type="checkbox"/> ADDED SUN ROOM HEATED _____ SIZE _____ X _____	%	\$ _____
<input type="checkbox"/> ADDED ROOMS TYPE _____ SIZE _____ X _____	%	\$ _____
<input type="checkbox"/> ADDED OUTBUILDING TYPE _____ SIZE _____ X _____	%	\$ _____
<input type="checkbox"/> ADDED GARAGE/ CARPORT TYPE _____ SIZE _____ X _____	%	\$ _____
<input type="checkbox"/> ADDED IN-GROUND POOL TYPE _____ SIZE _____ X _____	%	\$ _____
<input type="checkbox"/> ADDED/CHANGED HEAT/AC TYPE _____ SIZE _____ X _____	%	\$ _____
<input type="checkbox"/> FINISHED BASEMENT % FINISHED _____ SIZE _____ SQ FT	%	\$ _____
<input type="checkbox"/> FINISHED GARAGE TO LIVING AREA SIZE _____ X _____	%	\$ _____
<input type="checkbox"/> ADDED MOBILE HOME SITE(S) HOW MANY _____ TOTAL _____	%	\$ _____
<input type="checkbox"/> OTHER _____	%	\$ _____

**DESCRIBE ANY HOUSE OR BUILDING DESTROYED, DEMOLISHED OR REMOVED FROM REAL PROPERTY IN 2009**

**IF RENTAL PROPERTY PLEASE PROVIDE THE MONTHLY RENT** \$ \_\_\_\_\_ Attach additional information if needed

**PLEASE NOTE:** Having Obtained a Building Permit does not exclude the property owner from filing this listing form with the Assessor's Office (N.C.G.S. 105-303(b)(2)). Failure to do so when improvements have been made will result in Discovery and applicable penalties will be applied (N.C.G.S. 105-312). Personal property, such as untagged motor vehicles and motorcycles, watercraft, airplanes, campers, travel trailers, mobile homes, etc, must be listed on a separate personal property listing form.

To avoid a 10% late listing penalty please complete and return this form by February 1, 2010 if changes were made.  
**IMPORTANT:** You do not need to complete or return this form if no changes were made to your property in 2009.

**For information regarding tax relief for the elderly or disabled, see back of this form.**

Under penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief this listing including any accompanying statements, inventories, schedules and other information, is true and complete. (If this affirmation is signed by an individual other than the taxpayer, he affirms that he is familiar with the extent and true value of all the taxpayer's property subject to taxation in this county and that his affirmation is based on all of the information of which he has any knowledge.) Any individual who willfully makes and subscribes an abstract listing required by this Subchapter which he does not believe to be true and correct as to every material matter shall be guilty of a Class 2 misdemeanor.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Employer \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Home Phone/Cell Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

**SOCIAL SECURITY NUMBER:** The social security number will be used to facilitate collection of property taxes if you do not timely and voluntarily pay the taxes. Using the social security number will allow the tax collector to claim payment of an unpaid property tax bill from any state income tax refund that might otherwise be owed to you. Your social security number may be shared with the state for this purpose. In addition, your social security number may be used to attach wages or garnish bank accounts for failure to timely pay taxes.