

STATE OF NORTH CAROLINA

**AGREEMENT AND RELEASE
OF ALL CLAIMS**

COUNTY OF HARNETT

This Agreement and Release of All Claims (hereinafter referred to as “the Agreement”) is hereby made and entered into by and among the County of Harnett (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 zoning ordinance which prohibits abandoned manufactured homes (as defined in Article XII Section 3.0 of the Harnett County Zoning Ordinance) in all zoning districts within Harnett County.

WHEREAS, County has instituted the Abandoned Manufactured-home Planning Initiative (hereinafter referred to as “AMPI” or “Project AMPI”) to assist property owners in Harnett County with the deconstruction and removal of abandoned manufactured homes located in Harnett County as required by the Harnett County Zoning Ordinance.

WHEREAS, Property Owner is the owner of real property in Harnett 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 Harnett County’s Project AMPI.

NOW, THEREFORE, in consideration of the promises and the payment and other 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 THREE HUNDRED FIFTY DOLLARS AND 00/00 (\$350.00) by check or money order made payable to Harnett County Planning for participation in Project AMPI.

2. In consideration of the payment by Property Owner to County, and upon acceptance into the AMPI program, County shall coordinate the destruction and removal of the abandoned single-wide manufactured home and identified as _____ and located at _____ by independent contractors selected by the County in its sole discretion.

3. Property Owner recognizes that the cost of landfill tipping fees up to and including eight (8) tons are included under Project AMPI 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 Harnett County Planning.

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 other

miscellaneous personal items may be left in the home for disposal, but said personal items will be destroyed in the deconstruction process and removed for disposal in the County landfill and Property Owner shall pay any excess tipping fees as described in paragraph three (3) above.

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 Harnett County regulations.

6. Property Owner certifies that the manufactured home as identified herein was not brought into Harnett County for the purpose of being included in Project AMPI.

7. Property Owner certifies that the manufactured home as identified herein is not located within a manufactured home park.

8. In consideration of acceptance into Harnett County Project AMPI, 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 Harnett, 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 Harnett and all other claims that are now known or should have been known at the time of the signing of this Agreement.

9. It is expressly understood and agreed that this is a fully, final and complete general release as to Harnett County and that the terms of this Agreement may not be amended orally.

10. 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.

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

12. 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 Harnett or anyone acting for it. The parties to this Agreement have relied fully and completely on their own judgment in executing this Agreement.

13. 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.

This the ____ day of _____, 2009.

BY: _____ (SEAL)
PROPERTY OWNER

Sworn to and subscribed before me
this the ___ day of _____, 2009.

Notary Public's Printed Name

_____, NOTARY PUBLIC
Notary Public's Signature

My Commission expires: _____

COUNTY OF HARNETT

BY: _____ (SEAL)
JOSEPH JEFFRIES
DIRECTOR OF PLANNING AND INSPECTIONS

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY
THE LOCAL GOVERNMENTAL BUDGET AND FISCAL CONTROL ACT.

COUNTY FINANCE OFFICER

DATE

APPROVED AS TO FORM

HARNETT COUNTY STAFF ATTORNEY