

LETTER OF AGREEMENT

This Agreement is entered into on the _____ day of _____ 2015 between the City of East Orange, hereafter referred to as the "City", a Municipal Corporation of the state of New Jersey, 44 City Hall Plaza, East Orange, New Jersey 07019 and

(Insert Purchaser's Names), a Limited Liability Company of the State of **(Insert State)**, and its Managing Member **(Insert Member's Name)**, whose mailing address is **(Insert Purchaser's Address)**, hereafter referred to as "Owners."

The above parties agree to the following provisions in regards to property (called the "premises") commonly known as "**(Insert Street Address of Subject Property)**" in the City of East Orange, County of Essex, State of New Jersey and referred to in the City's Tax Map as **(Insert Block and Lot)**.

1. Owners are acquiring the premises with the intent of renovating same. Owners acknowledge and commit to comply with a certain Notice of Certificate of Conformity Code Violations identified by **(Insert Reference No. of Notice)** and issued on **(Insert MM/DD/YY)** by the Division of Code Enforcement, Department of Property Maintenance (DPM), City of East Orange. Owners further acknowledge and agree to take responsibility for all open building permits on the premises to include building permit No. **(Insert Permit No/s if any)**.
2. Owners are contemplating a closing date of **(Insert MM/DD/YY)**. Upon closing of title and no later than **(Insert MM/DD/YY)**, owners agree to apply for all required permits and submit all related documents to include architectural plan if necessary.
3. Owners agree to commence renovation upon receiving said required permits but no later than **(Insert MM/DD/YY)**. Owners further agree to complete renovation within **(##)** months of receiving the permits but not later than **(Insert MM/DD/YY)**.
4. Upon written request by owners, a one-time extension of one (1) month may be granted by the City.
5. At any and all times, owners agree to keep the premises clean, safe, and secured as to prevent any blighting effects.

6. Owners forever discharge and release the City from and against any and all claims, damages, liability and expense which includes but not limited to attorney fees in connection with loss of life, personal injury arising from the use or occupancy of the premises by all: owners, tenants, employees, agents, contractors, subcontractors, or invitees.
7. Owners agree to have all violations abated by date specified in this agreement. *If violations are not abated, a daily fine of \$2,000 will be issued until the violations are abated.*
8. The City agrees to issue, for closing purposes only, a Conditional Certificate of Conformity on the premises which will be deemed void if the conditions agreed upon above are not met. The premises are vacant and uninhabited. Owners agree and commit not to occupy, nor in any way deliver up the premises for occupancy until after a full Certificate of Conformity is obtained.
9. Notwithstanding this Agreement, the City reserves the right to enforce at any and all times the provisions of all applicable codes, laws and regulations to include but not limited to the New Jersey Uniform Construction Code and Chapter 159 of the East Orange Code entitled Housing Standards.

CITY OF EAST ORANGE

(Insert L.L.C's Name)

By:

 DWIGHT SAUNDERS
 Director, DPM

(Insert Members Name)
 Managing Member

ATTEST:

ATTEST:

 MARK J. BARNER
 Assistant Director, DPM

(Name of Attorney), ESQ
 Attorney for Owner

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(Insert Purchaser’s Names), hereafter referred to as “Owner” whose mailing address is **(Insert Purchaser’s Address)**.

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CITY OF EAST ORANGE

(Insert Owner's Name)

By:

 DWIGHT SAUNDERS
 Director, DPM

 (Insert Owner's Name)

ATTEST:

ATTEST:

 MARK J. BARNER
 Assistant Director, PMD
 City of East Orange

 (Name of Attorney), ESQ
 Attorney for Owner