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Little Egg Harbor Township

Temporary Occupancy of Substantially Damaged Residential Structures



RELEASE

1. This release, dated _____, 20____, is given on behalf of myself, _____, as the owner(s) of improved property located at _____, in the Township of Little Egg Harbor, also known and designated as Block _____, Lot _____ on the tax map of the Township of Little Egg Harbor.
2. My dwelling located on the above-referenced property was substantially damaged (more than 50% of the assessed value of the structure) by Super Storm Sandy, as determined by the Construction Official of the Township of Little Egg Harbor.
3. Due to the Emergency Rule announced by Governor Christie on January 24, 2013, the dwelling located at the above-referenced property is required to be elevated to or above the base flood elevation of the applicable zone, as established by the Advisory Base Flood Elevation maps or the Base Flood Elevation as established by Chapter 185 of the Township Code of the Township of Little Egg Harbor, whichever is more restrictive.
4. The Uniform Commercial Code (UCC) provides a four (4) year grace period to complete the structural modifications while the dwelling is occupied. This grace period is recognized by FEMA. The Township Construction Official will review and issue a construction permit if all required documentation has been submitted and the property is eligible, so that the dwelling may be repaired and occupied until such time that the elevation of the dwelling may be completed. Under no circumstances will that time be longer than four (4) years from the date the construction permit is issued.
5. I/We acknowledge that I/we are legally obligated to elevate the dwelling as required by law. By signing this document and continuing to occupy the dwelling, I/we certify that the dwelling will be properly elevated no later than four years from the date the construction permit is issued.
6. Failure to comply with the obligation to elevate the dwelling in accordance with the New Jersey DEP Emergency Rule, or the Township Floodplain Ordinance, Chapter 185, whichever is more restrictive within the four (4) year time period subjects me/us to all applicable fines and penalties provided under state law, the Uniform Construction Code and Section 185-8 of the Township Code.
7. The obligation to elevate the dwelling to the required height within four (4) years operates as a restriction on the above-mentioned property that runs with the land. This release shall be recorded in the office of the County Clerk and shall serve as notice to prospective purchasers of such restriction.

8. Although this release shall be recorded, I/we agree to notify a prospective occupant, possessor, purchaser or other successor in title of the obligations imposed by the terms of this release.
9. I/We shall indemnify, defend and hold harmless the Township of Little Egg Harbor and its employees, principals, officers, agents and representatives, and their respective heirs, successors and assigns, against, and shall reimburse the Township with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each a "**Claim**") incurred by, imposed upon or asserted against the Township, or any of them, arising out of, resulting from or in connection with any accident, injury (including death at any time resulting therefrom) or damage to any person or property to the extent arising out of or resulting from the issuance of any permits or continued occupancy of the dwelling.

Property Owner: _____
(Please Print)

Signature: _____

Property Owner: _____
(Please Print)

Signature: _____

STATE OF NEW JERSEY :
: ss:
COUNTY OF OCEAN :

I CERTIFY that on _____, the above-named individual(s) personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached release;
- (b) the entity named in this deed and was fully authorized to and did execute this deed on its behalf; and
- (c) made this release with full knowledge and understanding of all obligations imposed hereunder.
