

TRANSFER TO GOVERNMENT
Exempt from Recordation Tax and Transfer Tax under
Annotated Code of Maryland, Tax Property Article,
Sections 12-108 (a) and 13-207 (a), respectively, and
Exempt from Recording Fees under Annotated Code of Maryland,
Real Property Article, Section 3-603

[Delete if recorded with Deed]

Tax I.D. No.
Project No.

**HOWARD COUNTY, MARYLAND
NONCONVERSION AGREEMENT
FOR CERTAIN STRUCTURES IN THE FLOODPLAIN**

Whereas, Permit # _____ has been issued to construct, improve, or repair the property at _____ [address] in Howard County, Maryland (the "Property"), and

Whereas, the permitted building on the Property (the "Building") has the lowest floor elevated above the [design flood elevation/base flood elevation plus 2 feet] and the design and construction of the Building meets current Howard County, Maryland building code and flood damage prevention ordinance requirements and other applicable laws (the "Applicable Laws"), and

Whereas, as a condition of a Certificate of Occupancy, the owner of the Property (the "Owner") must agree not to alter the Building at a later date so as to violate the Applicable Laws,

Now, therefore, the undersigned Owner hereby agrees to the following:

1. That the enclosed area below the lowest floor of the Building shall be used solely for parking of vehicles, limited storage, or access to the Building and will never be used for human habitation without first becoming fully compliant with the flood damage prevention ordinance in effect at the time of the construction, improvement or repair of the Property.
2. That all interior walls, ceilings, and floors below the [design flood elevation/base flood elevation plus 2 feet] of the Building shall be unfinished or constructed of flood-resistant materials.
3. That mechanical, electrical, or plumbing system controls and valves that service the Building shall not be installed below the [design flood elevation/base flood elevation plus 2 feet].
4. That the openings in the walls of the enclosed area below the lowest floor of the Building shall not be blocked, obstructed, or otherwise altered to reduce the size of the openings or restrict the automatic entry and exit of floodwater.
5. That any variation in construction beyond what is permitted shall constitute a violation of this Agreement and the Applicable Laws
6. That this Agreement shall be recorded as a deed restriction in the Land Records of Howard County, Maryland prior to the issue of the Certificate of Occupancy and either concurrently with the recordation of the deed of transfer to the Owner of the Property ("Title Deed") or, if the Title Deed was recorded prior to the Agreement, upon execution of this Agreement, with the intent being that this Agreement shall run with the conveyance of the Property in perpetuity.

IN WITNESS WHEREOF, the Owner has executed this Agreement under seal, on the date first above written.

WITNESS:

_____ (SEAL)
Owner 1

_____ (SEAL)
Owner 2

STATE OF MARYLAND, _____ COUNTY/CITY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Owner 1, [one of] the Grantor(s) in the within Nonconversion Agreement, and he/she acknowledged the same to be his/her act.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, _____ COUNTY/CITY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Owner 2, [one of] the Grantor(s) in the within Nonconversion Agreement, and he/she acknowledged the same to be his/her act.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____