

**THE CITY OF FREDERICK
NONCONVERSION AGREEMENT
FOR STRUCTURES IN THE FLOODPLAIN**

This Agreement is made this _____ day of _____, 20____, by and between _____ (the "Owner") and The City of Frederick (the "City").

Whereas, building permit # _____ has been submitted to construct, improve, or repair the property at _____ in the City of Frederick, Maryland (the "Property"); and

Whereas, the Property is located in a flood hazard area identified on Flood Insurance Rate Map Panel _____ ; and

Whereas, the Owner intends to construct on the Property a _____ (the "Building"); and

Whereas, the Building has the lowest floor elevated above the base flood elevation plus 1 foot; and

Whereas, the design and construction of the Building meets the current requirements of the City's Building Code (adopted under Sec. 5-5 of the Frederick City Code) and City's floodplain management ordinance (currently Chapter 31, Article V of the Frederick City Code, as may be amended from time to time) (hereinafter the "Floodplain Ordinance"); and

Whereas, as a condition of a Certificate of Occupancy, the owner must agree to not alter the Building at a later date so as to violate the aforementioned City Code requirements.

Now, therefore, the undersigned owner of the Property hereby agrees to the following:

1. That the enclosed area below the lowest floor 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 Floodplain Ordinance in effect at the time of conversion.
2. That all interior walls, ceilings, and floors below the base flood elevation plus 2 foot shall be unfinished or constructed of flood-resistant materials.
3. That mechanical, electrical, or plumbing devices that service the Building shall not be installed below the base flood elevation plus 2 foot.
4. That the openings in the walls of the enclosed area below the lowest floor 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 Section 30-41 of the Floodplain Ordinance.
6. That the Owner understands that the City has a right to inspect inside the Building at any time, after 24 hours' notice, to verify compliance with this Agreement.

7. That this Agreement shall be binding upon the heirs, successors, and assigns of the Owner and that the City shall cause this Agreement to be recorded in the Land Records of Frederick County.

WITNESS: OWNER'S NAME _____

Signature of Owner

WITNESS: FOR THE CITY:

Michael C. O'Connor
Mayor

CERTIFICATION

This instrument has been prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

City Attorney