

**RECORD and RETURN TO:**

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**NONCONVERSION AGREEMENT  
FOR CERTAIN STRUCTURES IN THE FLOODPLAIN ALLOWING FOR MUNICIPAL INSPECTIONS**

**WHEREAS**, Permit/Control # \_\_\_\_\_ has been issued to construct, improve, or repair the property at \_\_\_\_\_ [address] \_\_\_\_\_ [municipality] County of Monmouth, New Jersey located at Block \_\_\_\_\_ Lot \_\_\_\_\_ as recorded in the Office of the Monmouth County Clerk in Deed Book \_\_\_\_\_ Page # \_\_\_\_\_; AND

**WHEREAS**, the permitted building has the lowest floor elevated above the [design flood elevation/base flood elevation plus \_\_\_\_ foot] and the design and construction of the building meets current building code and flood damage prevention ordinance requirements; 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 building code or flood damage prevention ordinance requirements.

**NOW, THEREFORE**, the undersigned owner of said 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 flood damage prevention ordinance in effect at the time of conversion.
2. That all interior walls, ceilings, and floors below the [design flood elevation/base flood elevation plus 1 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 [design flood elevation/base flood elevation plus \_\_\_\_ 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 \_\_\_\_\_ of Ordinance \_\_\_\_\_.
6. That the owner and subsequent owners agree to allow a municipal representative in the premises at any time to verify compliance with this agreement upon providing \_\_\_\_\_ days written notice in advance of a verification inspection.
7. That this Agreement shall be recorded with the deed to the above property so that subsequent owners are made aware of these restrictions.

\_\_\_\_\_  
Signature of Property Owner  
Typed/Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Property Owner  
Typed/Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, personally appeared \_\_\_\_\_ who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered as their act and deed for the purposes therein expressed.

\_\_\_\_\_  
A Notary Public of New Jersey

\_\_\_\_\_  
Signature of Municipal Official  
Typed/Printed Name \_\_\_\_\_

\_\_\_\_\_  
Title of Municipal Official  
Date: \_\_\_\_\_

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, personally appeared \_\_\_\_\_ who, I am satisfied, is the person named in and whose signature appears above, and thereupon he acknowledged that he signed, sealed and delivered as his act and deed for the purposes therein expressed.

\_\_\_\_\_  
A Notary Public of New Jersey