

**Return to:**  
Monroe County  
Monroe County Building Department – Floodplain Management Office  
2798 Overseas Hwy.  
Marathon, FL 33050

**Prepared by:**

----- Space Above This Line For Recording -----

**NON-CONVERSION AGREEMENT FOR NON-  
CONFORMING OR NEW ENCLOSURE BELOW THE  
DESIGN FLOOD ELEVATION**

**State of Florida, County of Monroe (NFIP #125129)**

**THIS NON-CONVERSION AGREEMENT SHALL BE REFERENCED BY  
BOOK AND PAGE NUMBER AND DOCUMENT NUMBER AND  
INCORPORATED AS IF FULLY SET FORTH THEREIN  
IN ALL CONVEYANCES AND/OR TRANSFERS  
OF THE BELOW DESCRIBED REAL PROPERTY**

This Non-Conversion Agreement for Non-Conforming or New Enclosure Below the Design Flood Elevation (“Non-Conversion Agreement” or “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (“Owner(s)”).

The undersigned Owner(s), is/are the sole fee simple title owner(s) of the certain below-described real property (“Property”) located in Monroe County, Florida, having a legal description as follows and which is attached, which is hereby incorporated as if fully stated herein:

**Parcel(s)/Lot(s):** \_\_\_\_\_ **Block:** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_

**Key:** \_\_\_\_\_ **Plat Book:** \_\_\_\_\_ **Page:** \_\_\_\_\_

**Parcel Identification Number(s):** \_\_\_\_\_; and

The design flood elevation of the structure is \_\_\_\_\_ feet (NGVD/NAVD) (circle one).

The FIRM Map Panel Number for the subject property is \_\_\_\_\_, and the FIRM effective date is \_\_\_\_\_.

Monroe County Code §§ 122-11(i)(1)-(4) provides:

- (i) **Other Documentation Required.** A Non-Conversion Agreement signed by the applicant, and plans or drawings specified by the Floodplain Administrator, shall be recorded on the property deed prior to issuance of Certificates of Occupancy or Certificates of Compliance for the following:
- (1) Enclosed areas below new and substantially improved elevated buildings.
  - (2) Enclosed areas below lateral additions.
  - (3) Enclosed areas below non-conforming buildings that are brought into compliance.
  - (4) Garages and detached accessory structures that are approved in accordance with the non-elevation requirements of Section 122-25(d) and (e).

Owner(s) has/have submitted permit application number \_\_\_\_\_ to Monroe County, and this Agreement is required to be recorded prior to the issuance of a Certificate of Occupancy or Certificate of Compliance pursuant to Monroe County Code § 122-11(i).

The square footage of the enclosed area below the design flood elevation being permitted in application number \_\_\_\_\_ is \_\_\_\_\_ sq. ft.

This Agreement is granted in consideration of the above-specified building permit application being granted. The Owner(s) and Monroe County hereby warrant that such approval(s) were issued and that this Agreement is supported by good and valuable consideration.

**Required Attachments:** (Check as each item is attached to this Agreement)

- Legal description of Property
- Complete approved plans or drawings showing the enclosed area below the design flood elevation. Plans/drawings must show the square footage; vents; interior layout; mechanical, plumbing, and electrical systems; and breakaway wall detail (if applicable).
- V-Zone Certificate (when available)

**NOW, THEREFORE**, in consideration of Monroe County's issuance of the aforesaid permit approval(s), and as an inducement to Monroe County for the aforesaid permit approval(s), the undersigned Owner(s) hereby agrees to record this Non-Conversion Agreement, which shall run with the land and be binding upon the undersigned Owner(s), successor(s) in title and interest of the undersigned Owner(s), and all tenant(s) thereto, and shall remain in full force and effect forever, and the undersigned Owner(s) declares and certifies as follows:

1. The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein; and
2. Owner(s) warrant that, at minimum, the following has been recorded on the last recorded, operative, legally effective conveyance instrument for the above-described subject property:

**“This structure has received special permission to be constructed in the Special Flood Hazard Area (SFHA). The lowest floor shall not be finished or converted to habitable space. At this site, the Design Flood Elevation is \_\_\_\_\_ feet, National Geodetic Vertical Datum (NGVD) or \_\_\_\_\_ feet, North American Vertical Datum (NAVD).” (Insert Applicable No.)**

3. The following restrictions are imposed in perpetuity:
  - A. The enclosed area below the design flood elevation shall be used solely for:
    - Parking of vehicles; or
    - Limited storage; or
    - Building access.
  - B. The enclosed area below the design flood elevation shall never be used for human habitation.
  - C. All interior walls, ceilings, and floors below the design flood elevation shall be unfinished or constructed of flood-resistant materials.
  - D. Mechanical, electrical, and/or plumbing devices shall not be installed below the design flood elevation, with the exception of a single 110v electrical outlet and one overhead light with related switch.
  - E. The walls of the enclosed area below the design flood elevation shall be either:
    - Equipped with at least two (2) vents which permit the automatic entry and exist of floodwater with total net openings of at least one (1) square inch for every square foot of enclosed space (ALL Flood Zones). The vents shall be on at least two different walls and the bottoms of the vents shall be no more than one foot above exterior grade or interior slab.
    - Constructed with walls that are engineered to fail at the required safe load design of 10/20 PSF with no electrical, mechanical, or plumbing equipment attached to or penetrated through the breakaway walls (VE and Coastal A flood zones only).
  - F. Any variation in construction and/or development beyond what is lawfully permitted on this structure and on this property shall constitute prima facie evidence of a violation of Chapter 122 of the Monroe County Code and of this Agreement.
  - G. By approving this Agreement, the duty, in perpetuity, to maintain compliance with it is and shall always be construed as a permanent condition of the above-referenced permit.
4. Owner(s) shall record this Agreement on the deed of the Property recorded in the Official Records of Monroe County, Florida; and
5. This Non-Conversion Agreement shall be referenced by Book and Page Number, and Document Number, and incorporated as if fully set forth therein, in all conveyances and/or transfers of the Property; and
6. This Agreement does not discharge, exempt, waive, or otherwise release the undersigned Owner(s), successor(s) in title or interest of the undersigned Owner(s), or any tenant(s) thereto, from their duty to comply and maintain compliance with all requirements imposed by the Florida Building Code, floodplain management regulations, Monroe County Code, and state and federal law; and
7. Unauthorized conversion, alteration, modification, improvement, repair, or change in use of the enclosed area below design flood elevation is a violation of this Agreement and are further subject to enforcement at the discretion of the County.

8. This Agreement shall become effective upon recordation in the Official Records of Monroe County, Florida;

EXECUTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS TO ALL:**

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_

\_\_\_\_\_  
Witness No. 1 (Address)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Witness No. 2 (Address)

\_\_\_\_\_  
Witness No. 2 (Signature)

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_

\_\_\_\_\_  
Witness No. 1 (Address)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Date

**OWNER(S)**

\_\_\_\_\_  
Owner No. 1 (Print Name)

\_\_\_\_\_  
Owner No. 1 (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authority of Signor (Applicable if  
executing on behalf of entity Owner)

\_\_\_\_\_  
Owner No. 2 (Print Name)

\_\_\_\_\_  
Owner No. 2 (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authority of Signor (Applicable if  
executing on behalf of entity Owner)

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Witness No. 2 (Address)

\_\_\_\_\_  
Witness No. 2 (Signature)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to and subscribed before me, by means of [] physical presence OR [] online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is [] personally known to me OR [] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**Notary Public (Print Name and Notary No.)**

\_\_\_\_\_  
**Notary Public Seal**

\_\_\_\_\_  
**Notary Public (Signature)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to and subscribed before me, by means of [] physical presence OR [] online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is [] personally known to me OR [] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**Notary Public (Print Name and Notary No.)**

\_\_\_\_\_  
**Notary Public Seal**

\_\_\_\_\_  
**Notary Public (Signature)**