



**NON-CONVERSION AGREEMENT  
FOR STRUCTURES WITH ENCLOSURE IN THE 100-YEAR FLOODPLAIN- VELOCITY ZONE  
(Attached & detached Garages, Sheds, Storage Rooms)**

**Development Services Department**

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Permit # \_\_\_\_\_

Property Owner \_\_\_\_\_

Address \_\_\_\_\_

Lowest Finished Floor Elevation at the site is: \_\_\_\_\_ feet

In consideration for the granting of a Certificate of Occupancy for the above structure which has an enclosed area below the required Base Flood Elevation of \_\_\_\_\_ feet, the Property Owner agrees to the following:

1. That the enclosed area, if permitted, 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 Management Ordinance in effect at the time of conversion.
2. That all interior walls, ceiling, and floors below the Flood Protection Elevation shall be unfinished or constructed of flood resistant materials.
3. That mechanical, electrical, or plumbing devices shall not be installed below the required Base Flood Elevation.
4. The walls of the enclosed area below the Flood Protection Elevation shall be constructed with breakaway walls.
5. That any variation in construction beyond what is permitted shall constitute a violation and be abatable as such.
6. Additions to the enclosed space will require a building permit.
7. That this Non-conversion Agreement becomes part of Permit # \_\_\_\_\_ and grants The City of Corpus Christi the ability to inspect and enforce the provisions of this Agreement at any time.
8. That this Agreement shall run with the Property and shall be recorded with the deed to the above property. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement and constitutes a covenant running with the land. The Owner also agrees to pay for the fees for recording this agreement to the City as a condition of granting the Permit.

**SIGN ONLY IN THE PRESENCE OF A NOTARY:**

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature