## **RB BK 4931 PG 88**



## NON-CONVERSION PROPERTY AGREEMENT

For Construction in Floodplain

This Non-Conversion Agreement is between Georgetown Cou	anty, and
Thomas H. Norman	, the Owner of property located at
Lot 17 Dune Oaks Dr. Georgetown SC, 29440	
identified by TMS# 04-0191A-049-00-00	and acquired by Owne
by deed recorded in Deed Book 4777 , Page 126	o of the Georgetown County
Register of Deeds Office, Georgetown County, SC (the Prope	rty).

Owner has requested a permit to construct, improve, or repair (Improvements) the Property, and the Property or portions thereof lie within a regulated flood zone. The Improvements will:

- Have a lowest floor elevated and/or the lowest horizontal structural member above the base flood elevation plus one (1) foot.
- Meet current building code and flood damage prevention ordinance requirements in all aspects of the design and construction of the building.

In consideration for granting a Permit for the Improvements of the Property in a regulated flood zone, the undersigned Owner certifies, warrants, and agrees that:

- 1. The enclosed area below the lowest floor shall be used solely for parking of vehicles, limited storage, or access to the building.
- 2. The enclosed area below the lowest floor will not be converted nor used for human habitation without first becoming fully compliant with the flood damage prevention ordinance in effect at the time of conversion.
- 3. All interior walls, ceilings, and floors below the base flood elevation <u>plus one (1) foot</u> shall be constructed of flood-resistant materials.
- 4. The elevation of utility equipment is the discretion of the utility provider. Without limitation mechanical equipment and plumbing fixtures shall not be installed below the base flood elevation <u>plus one (1) foot</u>. Electrical devices shall comply with minimum applicable requirements of the South Carolina Residential Code or the National Electrical Code.
- 5. Openings in walls of the enclosed area below the lowest floor will not be blocked, obstructed, or otherwise altered to reduce the size of the openings or restrict the automatic entry and exit of floodwater.
- 6. The Improvements shall meet current building code and flood damage prevention ordinance requirements in all aspects of the design and construction of the building.
- 7. Any variations in construction other than what is permitted shall constitute a violation of this agreement and Article IV, Section B of the Flood Damage Prevention Ordinance, and as may be amended, and shall operate to invalidate and terminate the Permit without and regardless of further action by the County.

Page 1|3

7 %

- 8. That this Agreement shall be recorded and attach to and run with the lands of the Property so as to give notice and bind all future owners of the Property or any parcels thereof.
- 9. Owner and any subsequent owners by acceptance of their deed expressly acknowledge and agree that Georgetown County has a right to inspect, and at any time may inspect, the Property, inside and outside the premises, to verify compliance with this Agreement.
- 10. As a condition of a Certificate of Occupancy, Owner will not alter the improvements at a later date in any manner that would violate the building code or flood damage prevention ordinance requirements.
- 11. The undersigned is the true and authorized Owner of the Property: if a person, the undersigned Owner has been authorized and instructed by all other individual owners, if any, to execute this Agreement on their behalf and to bind them all to all terms of this Agreement; if a corporation, the undersigned is a duly authorized officer, member, or representative of the company, and authorized to execute this Agreement in the name of and on behalf of the company, and to bind the company to all terms of this Agreement.

Upon Owner's warrant and agreement to the above conditions as evidenced by Owner's signature below, Georgetown County issues Permit# (2980) to for the Improvements to the Property.	s to Owner
OWNER: (If an Individual)  Signature of Property Owner  The hes H. Warm  Print Name	
Thomas H. Norm	
Print Name $\frac{12/3/2  \text{CD}}{12}$	ate)
OWNER: (If a Company)	
Print Company Name	
By: Signature of Authorized Officer, Member or Representative	
,	
Print Name	
(Da	ate)

	WITNESSES:  Witness #1-Signature  Witness #2 Signature	
	Ashley McClouds Khamla Sphabmixay Print name Print name	
	12 3 2025 (Date) 12 3 2025 (Date)	
	ACKNOWLEDGEMENT:	
	State of South Carolina, County of Meclelenburg	
	(If an Individual)	
	The foregoing instrument was acknowledged before me and executed for the purposes stated therein by Thomas Heath Morman, who is personally known to me or produced Driver license as identification	
	(If a Company)	
	The foregoing instrument was acknowledged before me this, who is the	
	(title) of	
	(company) a (state of incorporation) and executed on behalf of the company for the purposes stated herein.	
	WITNESS my hand and official seal this <u>03</u> day of <u>December</u> , 2025.	
	Notary Public Signature  Seal of Stamp  Notary Public Signature	
	Notary Public Signature  My commission expires: 09/27/2027  2025012211  AGREEMENTS  RECORDING FEES \$25.00	
	2025012211 AGREEMENTS RECORDING FEES \$25.00	
PRESENTED & RECORDED:  12-08-2025 09:59 AM  MARLENE MCCONNELL		

BK: RB 4931 PG: 88 - 90

and the second

Georgetown County Office of the County Attorney 716 Prince St. Georgetown, SC 29440 Telephone (843)545-3194 Fax (843)545-3121 Page 3|3

Robert mcCarley