



**Office of Planning and Zoning
Development Division**

INTER-OFFICE CORRESPONDENCE

www.aacounty.org

TO: Interested Parties

FROM: Development Division, Office of Planning and Zoning

SUBJECT: **Lot Merger Agreement**

In order to combine legal lots under the same ownership, per Article 18 Zoning, Section 18-4-203(a), a Lot Merger Agreement is required in the following process:

1. Lots must have identical ownership and same zoning.
2. Obtain and complete the Lot Merger Agreement form with the proper notarized signatures of property owners. **Attach copies of the most recent deeds.**
3. **Only copies of the downloaded form from the Anne Arundel County website shall be used.**
4. **Please note that when these documents are executed by or on behalf of a corporation, the signature line and notary certification should indicate that official capacity of the executing party. LLCs, LLPs, etc. will require proof of authority.**
5. If the lots are under separate property tax account numbers, it will be required that the lots be combined under one property tax account number. Contact the State Department of Assessments and Taxation (**410-974-5717 or 410-974-5726**) to get information about combining the lots into one property tax account number and if approved, submit this form to the Permit Application Center with a copy to the Office of Planning and Zoning.
6. Submit the signed agreement to the applicable reviewer for an internal routing process that takes approximately 10 working days. The agreement will be recorded at the Circuit Court House by this Office and a copy will be provided for your records.

If you have any questions on this process, call the Zoning Reviewer.

WJL/jls

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LOT MERGER AGREEMENT

THIS LOT MERGER AGREEMENT, is made this ____ day of _____, 200__, by and between _____ (hereinafter called "Property Owner"), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, (hereinafter called "County").

WHEREAS, Property Owner owns two or more contiguous lots located in a residential zoning district of the County; and

WHEREAS, Property Owner has applied for Building Permit Number _____ to construct _____; and

WHEREAS, Property Owner desires to use the above described lots in service of a single principal use as defined by Section 201 through 205, of Title 4, of Article 18 of the Anne Arundel County Code; and

WHEREAS, merger of the lots is required by Section 201 through 205 of Title 4, of Article 18 of the Anne Arundel County Code as a condition precedent to issuance of the permit or approval described above.

WITNESSETH, THAT The County and Property Owner agree as follows:

1. Property Owner and County do hereby agree that the lots described as Lots _____, Block _____, Section _____, Plat _____ of _____ subdivision, the plat for which is recorded in the Land Records of Anne Arundel County at Plat Book _____, Folio _____, and as more fully described in a deed from _____ to _____ dated _____ and recorded among the Land Records of Anne Arundel County in Book _____, Page _____ (“the Lots”) are subject to the terms and conditions of this agreement.

2. Upon execution of this Agreement by all parties, the Lots shall be merged for the purpose of serving a single principle use as described by and under the conditions imposed by Section 201 through 205, of title 4, of Article 18 of the Anne Arundel County Code.
3. This Agreement shall be recorded in the Land Records of Anne Arundel County at the expense of the Property Owner.
4. For the purposes of complying with the Anne Arundel County zoning and subdivision codes, lot lines separating the Lots, as shown on the referenced subdivision plat, shall no longer be considered as lot lines for any zoning or subdivision purpose, and the Lots shall, for building and development purposes be considered as a single lot.
5. The parties hereby agree that the Lots shall not be unmerged or resubdivided except in compliance with the laws of Anne Arundel County.
6. The parties further agree that this Agreement is intended to bind future use and development of the lots and shall survive any conveyance by the Property Owner to any other party or purchaser and shall not merge into any contract, sale, or deed, and shall remain in effect despite any separate conveyance of the individual lots merged by this Agreement.
7. Property Owner and County agree and understand that this Agreement shall not affect the legal description or title to the Lots.
8. The obligations and benefits of this Agreement shall be binding upon and inure to the parties to this Agreement, their legal representatives, successors, and assigns.
9. The parties hereto agree that this Agreement constitutes a contract under seal and that they intend the twelve- year statute of limitations period as set forth in Maryland Courts & Judicial Proceedings Code Annotated Section 5-102 to apply to this Agreement.

IN WITNESS WHEREOF, the parties do hereunto set their hands and seals on the date and year first above written.

WITNESS

PROPERTY OWNER

WITNESS

PROPERTY OWNER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Office of Law

Date

ATTEST: ANNE ARUNDEL COUNTY, MARYLAND

_____ BY _____ (SEAL)
Larry R. Tom, Planning & Zoning Officer
for John R. Leopold, County Executive

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before the subscriber, a Notary Public of the State of Maryland, in and for the Anne Arundel County, personally appeared **Larry R. Tom, PLANNING & ZONING OFFICER FOR JOHN R. LEOPOLD**, County Executive of ANNE ARUNDEL COUNTY, MARYLAND, a political subdivision of the State of Maryland, and that he, on behalf of the County Executive, has been authorized to execute this Agreement for the purposes herein contained.

AS WITNESS my Hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this ___ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement and acknowledged that he/she executed the same for the purposes therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this ___ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement and acknowledged that he/she executed the same for the purposes therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this _____ day of _____, 20_____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

IN WITNESS WHEREOF, I here unto set my hand and Notarial Seal.

Notary Public

My commission expires: