

**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 SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
PRINT NAME

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:

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  
\_\_\_\_\_, 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:

J:\Shared\subdiv\FORMS\Agreements\Lot Merger Agreement REV Dec 2006.doc REV.  
1.2006;rev. 5/31/07