

SCHOOL EXEMPTION AGREEMENT

THIS SCHOOL EXEMPTION AGREEMENT is made this ____ day of _____, 200__, by and between _____ (“Property Owner”), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”).

WHEREAS, Property Owner is the sole owner of property (“Subject Property”) located in the County; and

WHEREAS, Property Owner either applied for subdivision of the Subject Property before April 6, 2008 in accordance with §17-5-207(a)(1) of the County Code, or has owned the Subject Property for the five-year period required by §17-5-207(a)(2) of the County Code; and

WHEREAS, Property Owner desires to subdivide the Subject Property; and

WHEREAS, the Subject Property cannot meet the adequate public facilities test for schools; and

WHEREAS, Property Owner desires an exemption from the test for adequacy of public facilities for schools to develop not more than three lots for single-family residential use; and

WHEREAS, County law as set forth at §17-5-207 of the County Code requires a Property Owner to sign an agreement to obtain an exemption from the test for adequate public facilities for schools;

WITNESSETH, THAT the County and Property Owner agree as follows.

1. The Subject Property is known as _____, Block _____, Section _____, of the _____ subdivision, the plat for which is recorded in the Land Records of Anne Arundel County at Book _____, Page _____, and is more fully described in a deed from _____ to _____, dated _____, and

recorded in the Land Records of Anne Arundel County at Book _____, Page_____, and is subject to the terms and conditions of this Agreement and to the requirements of §17-5-207 of the County Code.

2. The Property Owner either applied for subdivision of the Subject Property before April 6, 2008 in accordance with §17-5-207(a)(1) of the County Code, or has owned the Subject Property for the five-year period required by §17-5-207(a)(2) of the County Code.

3. Upon execution of this Agreement by all parties and recordation of this Agreement by the Property Owner, the County shall exempt the Property Owner from the adequate public facilities test for schools for the purpose of allowing subdivision of the Subject Property in accord with Articles 17 and 18 of the County Code to create not more than three lots.

4. Property Owner agrees and understands that this exemption covers the development of not more than three lots and the three-lot development limit shall include a lot for each already developed single-family dwelling.

5. Property Owner further agrees that development of all lots in excess of three on the Subject Property shall meet the test for adequate public facilities for schools as set forth at Article 17, Title 5, Subtitle 5 of the County Code.

6. This Agreement shall be recorded in the Land Records of the County at the expense of the Property Owner and referenced on the subdivision plat by book and page number.

7. This Agreement shall survive any conveyance of the Subject Property by the Property Owner to any other party or purchaser; shall not merge into any contract, sale, or deed; and shall bind all subsequent owners.

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

WITNESS:

PROPERTY OWNER

_____ (SEAL)

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

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

Approved for form and legal sufficiency:

Office of Law

Date

STATE OF _____, COUNTY OF _____, TO WIT:

On this ____ day of _____, 200____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person authorized to execute this Agreement for the purposes contained in it.

IN WITNESS WHEREOF, I hereunto set my hand and Seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

On this ____ day of _____, 200__, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared _____ FOR JOHN R. LEOPOLD, COUNTY EXECUTIVE of ANNE ARUNDEL COUNTY, MARYLAND, a political subdivision of the State of Maryland, who acknowledged that he, as _____, being authorized to do so, executed this Agreement as the act of the body corporate.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal.

Notary Public

My Commission Expires: