

**LOT MERGER AGREEMENT**

THIS LOT MERGER AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Property Owner”), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, (the “County”).

WHEREAS, Property Owner owns two or more contiguous lots located in a residential zoning district of the County and desires to use the lots to serve a single principal use, as provided in Subtitle 2, Title 4 of Article 18 of the Anne Arundel County Code (2005, as amended) (the “Lot Merger Law”); and

WHEREAS, the Lot Merger Law requires contiguous residential lots serving a single principal use to be merged by agreement as a condition precedent to approval of a grading or building permit or resolution of an enforcement action under Article 17 of the County Code; and

WHEREAS, Property Owner has applied for Building or Grading Permit Number \_\_\_\_\_, or is resolving a enforcement action under Article 17, and intends this Agreement to satisfy the requirements of the Lot Merger Law.

**NOW, WITNESSETH, THAT** the County and Property Owner agree as follows:

1. The Property Owner and the County agree that the contiguous lots described as Lots \_\_\_\_\_, 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, the Lots shall be merged for the purpose of serving a single principle use. Hereafter the Lots shall be treated as a single lot for the purposes

of Article 18 of the County Code and may not be unmerged except in compliance with the laws of Anne Arundel County.

3. This Agreement shall be recorded in the Land Records of Anne Arundel County at the expense of the Property Owner.

4. The terms of this Agreement shall constitute a covenant running with the land and said covenant shall be binding upon and inure to the benefit of the parties to this Agreement, their legal representatives, successors, and assigns.

5. Other than as provided herein, the merger of the Lots shall not affect the legal description or title to the Lots.

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

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

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

\_\_\_\_\_  
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:

REVIEWED FOR FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
ANNE ARUNDEL COUNTY, MARYLAND

By: \_\_\_\_\_  
Philip R. Hager, Planning & Zoning Officer  
for Steven R. Schuh, County Executive

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 PHILIP R. HAGER, Planning and Zoning Office for STEVEN R. SCHUH, County Executive of Anne Arundel County, Maryland, a political subdivision of the State of Maryland, 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: