

AGREEMENT FOR LOT UNMERGER

THIS AGREEMENT FOR LOT UNMERGER 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, ("County").

WHEREAS, Property Owner owns two or more contiguous lots located in the County; and

WHEREAS, the lots have merged by (check one):

operation of law under section 18-4-203(b) of the Anne Arundel County Code (2005) (the "Code");

Property Owner has merged the lots by executing and recording a Lot Merger Agreement in the Land Records of Anne Arundel County, Maryland at Book _____, Page _____; or

under a Lot Consolidation Agreement executed and recorded before September 25, 2003, in the Land Records of Anne Arundel County, Maryland at Book _____, Page _____; and

WHEREAS, an unmerger of the lots is permitted by section 18-4-203(d) of the Code because:

- (1) the lots no longer are used in service of a principal use;
- (2) the lots comply with the minimum area and dimensional requirements of the zoning district in which the lots are located in effect at the time of the unmerger;
- (3) all or part of any lots in the critical area were part of a subdivision approved

on or after August 22, 1988; and

(4) the Property Owner agrees to record this Agreement for Lot Unmerger in the Land Records of Anne Arundel County, Maryland at the expense of the Property Owner.

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

1. The lots described as Lots _____, Block _____, Section _____ of the _____ subdivision, the plat for which is recorded in the Land Records of Anne Arundel County, Maryland at Book _____, Page _____ (the "Lots"), and as more fully described in a deed from _____ to _____, dated _____, and recorded in the Land Records of Anne Arundel County, Maryland at Book _____, Page _____, are subject to the terms and conditions of this Agreement and to provisions of the Code.

2. Upon execution of this Agreement by all parties, the Lots shall be unmerged.

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

4. Lot lines separating the Lots, as shown on the referenced subdivision plat, shall once again be considered as lot lines for zoning purposes and the Lots shall hereafter be considered separate lots.

5. The obligations and benefits of this Agreement shall be binding upon and inure to the parties to this Agreement and their legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties 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 _____, COUNTY OF _____, TO WIT:

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) 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 _____, COUNTY OF _____, TO WIT:

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) 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:

Approved for form and legal sufficiency:

Office of Law

Date

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

_____(SEAL)
Larry R. Tom, Planning and Zoning Officer,
for Steven R. Schuh, County Executive

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 Anne Arundel County, personally appeared Larry R. Tom, Planning and Zoning Officer for Steven R. Schuh, County Executive Of Anne Arundel County, Maryland, a political subdivision of the State of Maryland, who acknowledged that he, as Planning and Zoning Officer, 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:

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: