

SCHOOL EXEMPTION AGREEMENT

THIS SCHOOL EXEMPTION AGREEMENT is made this ____ day of _____, 20____, by and between _____ (“Developer”), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”).

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

WHEREAS, Developer has owned the Subject Property for the three-year period required by §17-5-207(a) of the County Code; and

WHEREAS, Developer desires to subdivide the Subject Property; and

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

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

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

WITNESSETH, THAT the County and the Developer 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 Developer has owned the Subject Property for the three-year period required by §17-5-207(a) of the County Code.

3. Upon execution of this Agreement by all parties and recordation of this Agreement by the Developer, the County shall exempt the Developer 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 five lots.

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

5. Developer further agrees that any development in excess of five lots 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 Developer and referenced on the subdivision plat by book and page number.

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

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

WITNESS:

DEVELOPER

_____ (SEAL)

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

(SEAL)
Jenny B. Dempsey, Planning and Zoning
Officer for Steuart Pittman, County Executive

REVIEWED FOR FORM
AND LEGAL SUFFICIENCY:

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 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 _____, 20__, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JENNY B. DEMPSEY, PLANNING AND ZONING OFFICER FOR STEUART PITTMAN, COUNTY EXECUTIVE of ANNE ARUNDEL COUNTY, MARYLAND, a political subdivision of the State of Maryland, who acknowledged that she, 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: