



**St. Mary's County Department of Land Use and Growth Management**

23150 Leonard Hall Drive, Leonardtown, Md. 20650  
Phone (301) 475-4200, ext. 1500 Fax (301) 475-4672

**FAMILY CONVEYANCE AGREEMENT**



**THIS FAMILY CONVEYANCE AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (“Grantor”, hereinafter referred to as “owner”), and \_\_\_\_\_, (“Grantee”, hereinafter referred to as family member”) of the property in \_\_\_\_\_ subdivision, located in the \_\_\_\_\_ Election District of St. Mary's County, Maryland and described on a plat of subdivision recorded among the Land Records of St. Mary's County, Maryland at Liber \_\_\_\_ Folio\_\_\_\_

WHEREAS, the owner intends to convey to a family member, pursuant to the family conveyance provisions of the St. Mary's County Subdivision Ordinance 10-01, for residential purposes; and

WHEREAS, family member warrants that family member has met and/or will meet and fully satisfy all requirements imposed upon family member by Article 3, Section 30.14.4 of the St. Mary's County Subdivision Ordinance 10-01, as amended through the date first written above; and

WHEREAS, the County prohibits the family member from transferring the conveyed lot to a third party for at least five years from the date of final approval of the family conveyance, except in a case of severe hardship, as determined by the Director of Land Use and Growth Management

NOW, THEREFORE, WITNESSETH: That for and in consideration of the covenants and mutual promises of the parties contained herein, and in order to fulfill the requirements of the Code, the parties agree as follows:

1. The sale or transfer of such lot(s) shall be limited to the property owner(s) of record on or before May 25, 2004.
2. The lot to be conveyed shall only be conveyed to a family member, being father, mother, son, daughter, grandfather, grandmother, grandson, or granddaughter of the grantor for the five (5) year period commencing upon the date first written above.
3. A family member shall not receive more than one lot subject to a Family Conveyance Agreement.
4. The property owner shall demonstrate that the private road is adequate to accommodate the additional traffic generated by the lot(s). Private roads created within a property being subdivided shall meet the private road standards of the St. Mary's County Subdivision Ordinance 10-01 as amended through the date first written above.
5. A grantee of a lot created by these provisions may not be a grantee in another conveyance in the same subdivision or any other subdivision using these provisions.

6. The provisions of this section shall not prohibit the conveyance of interest in a lot to a third party as security for a mortgage, deed of trust or other secured loan.
  
7. This Agreement shall be binding on and benefit the parties hereto and their personal representatives, heirs and assigns, of the aforesaid lots in \_\_\_\_\_ Subdivision, and shall run with and bind such lots.

WITNESS the hands and seals of the Owner and Family Member on the date first written above.

\_\_\_\_\_  
OWNER: (SEAL)

\_\_\_\_\_  
FAMILY MEMBER: (SEAL)

\_\_\_\_\_  
Printed Owner Name

\_\_\_\_\_  
Printed Family Member Name

WITNESS:

\_\_\_\_\_

\_\_\_\_\_ Relation to Owner

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this \_\_\_ day of \_\_\_\_\_, 20\_\_, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, and that acknowledged the foregoing Family Conveyance Agreement to be his/her/their voluntary act and deed.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: