

**ST. MARY'S COUNTY GOVERNMENT
DEPARTMENT OF LAND USE
AND GROWTH MANAGEMENT**

*William B. Hunt, AICP, Director
Harry Knight, Deputy Director*



COUNTY COMMISSIONERS OF ST. MARY'S:

James R. Guy, President
Eric Colvin, Commissioner
Michael L. Hewitt, Commissioner
Todd B. Morgan, Commissioner
John E. O'Connor, Commissioner

CRITICAL AREA PLANTING AGREEMENT

THIS AGREEMENT made this **TWENTY SIXTH DAY OF APRIL 2022**, by **JENNIFER RIEGEL**, hereafter referred to as "applicant" and St. Mary's County, Maryland, hereinafter the "County". The parties have expressly entered into this agreement to protect and preserve the fish, plant, and wildlife habitats, to improve the water quality, and to mitigate the adverse impacts of development in the designated area(s) pursuant to the St. Mary's County Chesapeake Bay Critical Area Program a/k/a **RCA Overlay Zone** and located at **TM 48, GRID 10, PARCEL 12**. The parties herein agree to the conservation measures listed below in accordance with the St. Mary's County Zoning Ordinance; Title 8, Natural Resources Article, and with all applicable county, state, and federal laws and regulations for conservation of the natural resources within St. Mary's County.

WITNESSETH:

The Applicant seeks approval of the Critical Area Planting Agreement submitted and attached hereto as **CAPA 21-1292** that consists of the following elements:

1. Planting Plan for **REMOVAL OF TWO TREES** per Chapters 41, 71, and 72 of the St. Mary's County Comprehensive Zoning Ordinance, and with all applicable county, state, and federal laws and regulations for conservation of the natural resources within St. Mary's County.

The County seeks to ensure that adequate conservation measures are performed under the terms of this agreement by the Applicant for the installation, maintenance, and preservation of the natural environment in St. Mary's County.

IN CONSIDERATION of the mutual promises of the parties and the following terms and conditions, and in further consideration of this Critical Area Planting Agreement, **CAPA 21-1292** and other applicable plans as enumerated herein and the issuance of permits for the work proposed to be done by the Applicant, the parties agree as follows:

1. **A cash bond, surety bond or letter of credit will be posted in the sum EIGHT HUNDRED DOLLARS (\$800.00) to the County, under the terms of this agreement, if the required plantings are not complete and inspected by final inspection or the date indicated in Section 2.B of this agreement, whichever occurs first.** This bond shall be held by the County for two (2) years after the completion of the project to ensure that the Applicant is following the terms of the Planting Plan. The Office of Land Use and Growth Management shall complete a final inspection of the site and certify that the Applicant has completed all conservation measures enumerated in the Critical Area Planting Agreement.
2. The Applicant agrees to mitigate the adverse impact of development incurred by the proposed project by including the following elements in the Planting Plan:
 - A) Plant the following **ANYWHERE ON THE PROPERTY:**
 - i. **TWO (2), 3/4 -inch caliper, canopy tree, nursery stock (species to be native to the Coastal Plain in Maryland).**
 - B) Required plantings shall be installed by **MAY 31, 2023**. Upon completion of the Plantings, the applicant shall notify the Department of Land Use and Growth Management for an inspection at 301-475-4200 x 1580.

- C) A 100% survival rate after two (2) years after the initial inspection must be guaranteed by the undersigned. This agreement includes replanting after one year if necessary to achieve the survival rate.
- D) In the event that the conservation measures, as practiced in the field are inadequate, the County shall require revisions to the Critical Area Planting Agreement before any further work may be done on the project. The County may issue a stop work order, where appropriate, to ensure that the conservation measures of the Applicant are in conformity with the approved terms of this Agreement.
3. If there are any deficiencies at the time of the final inspection, a stop work order will be posted and no further work shall be done, nor shall a Certificate of Occupancy be issued on the project until such deficiencies are corrected to the terms of this Agreement.
4. In the event the Applicant breaches the Critical Area Planting Agreement, the Applicant shall forfeit any bonds. The bonds shall be used by the County to restore the property. If the bonds are insufficient to pay the costs of restoration, the County shall place a lien against said property for all monies due and owing to the County.
5. The County shall have the right to enter upon the land and inspect at any time during the project. The County shall further have the right to enter upon the land and restore the property with the bond deposited with the County by the Applicant, should the Applicant fail to complete the project.
6. It is expressly agreed by all parties that it is the purpose and intent of this agreement to insure the installation, maintenance, and performance of conservation measures provided for by the approved plans or revisions or modifications thereof, in the designated Critical Area Program or on a specific project approved herein.

IN WITNESS, the parties have caused this agreement to be executed.

Betty Nickerson
WITNESS OF ATTEST

Betty Nickerson
WITNESS OF ATTEST


APPLICANT

Leah Langford
Leah Langford
Environmental Review Team

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CRITICAL AREA PLANTING AGREEMENT

THIS AGREEMENT made this **NINTH DAY OF JULY 2021**, by **JENNIFER RIEGEL**, hereafter referred to as "applicant" and St. Mary's County, Maryland, hereinafter the "County". The parties have expressly entered into this agreement to protect and preserve the fish, plant, and wildlife habitats, to improve the water quality, and to mitigate the adverse impacts of development in the designated area(s) pursuant to the St. Mary's County Chesapeake Bay Critical Area Program a/k/a **RCA Overlay Zone** and located at **TM 48, GRID 10, PARCEL 12**. The parties herein agree to the conservation measures listed below in accordance with the St. Mary's County Zoning Ordinance; Title 8, Natural Resources Article, and with all applicable county, state, and federal laws and regulations for conservation of the natural resources within St. Mary's County.

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The County seeks to ensure that adequate conservation measures are performed under the terms of this agreement by the Applicant for the installation, maintenance, and preservation of the natural environment in St. Mary's County.

IN CONSIDERATION of the mutual promises of the parties and the following terms and conditions, and in further consideration of this Critical Area Planting Agreement, **CAPA 21-1292** and other applicable plans as enumerated herein and the issuance of permits for the work proposed to be done by the Applicant, the parties agree as follows:

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2. The Applicant agrees to mitigate the adverse impact of development incurred by the proposed project by including the following elements in the Planting Plan:
 - A) Plant the following **ANYWHERE ON THE PROPERTY:**
 - i. **TWO (2), 2-inch caliper, canopy tree, nursery stock (species to be native to the Coastal Plain in Maryland);**
 - B) Required plantings shall be installed by **MAY 31, 2022**. Upon completion of the Plantings, the applicant shall notify the Department of Land Use and Growth Management for an inspection at 301-475-4200 x 1580.

- C) A 100% survival rate after two (2) years after the initial inspection must be guaranteed by the undersigned. This agreement includes replanting after one year if necessary to achieve the survival rate.
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