

**ST. MARY'S COUNTY GOVERNMENT  
DEPARTMENT OF LAND USE  
AND GROWTH MANAGEMENT**  
*VACANT, Director*  
*Courtney Jenkins, AICP, Acting Deputy Director*



**COMMISSIONERS OF ST. MARY'S COUNTY:**  
James R. Guy, President  
Michael R. Alderson Jr, Commissioner  
Eric S. Colvin, Commissioner  
Michael L. Hewitt, Commissioner  
Scott R. Ostrow, Commissioner

Date FEBRUARY 27, 2023

**VIA FIRST-CLASS US MAIL**

WALDORF LIONS FOUNDATION INC.  
P.O. BOX 531  
WALDORF, MD 20604

Re: Type: Critical Area Planting Agreement

Permit #: # 22-2511

Property Address: 29725 BRUCE ROAD MECHANICSVILLE, MD 20659

Dear Waldorf Lions Foundation, Inc.,

The St. Mary's County Department of Land Use and Growth Management requests completion of the attached Critical Area Planting Agreement, the identified plantings were to be installed by November 30, 2023. According to our records, a satisfactory inspection has not been scheduled, completed and approved by our Inspections Division.

Please contact our office within thirty (30) days of the date on this letter to discuss a resolution to this matter. Should you wish to schedule an inspection, contact the Inspections Coordinator, at 301-475-4200, Ext. 1580. Should you have additional questions regarding this letter, please contact Shelia Smith, at 301-475-4200, Ext. 1503.

Sincerely,

Shelia Smith  
Operations Manager

Cc: John Houser, County Attorney

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Sincerely,

Shelia Smith  
Operations Manager

Cc: John Houser, County Attorney



**CRITICAL AREA PLANTING AGREEMENT**

THIS CRITICAL AREA PLANTING AGREEMENT ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2023 by **WALDORF LIONS FOUNDATION, INC.** ("Owner") and the Commissioners of St. Mary's County, Maryland, ("County"), a body corporate and politic and political subdivision of the State of Maryland (collectively, the "Parties"). The Parties have expressly entered into this Agreement to protect and preserve fish, plant, and wildlife habitats, to improve 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 Limited Development Area Overlay Zone at the property described as:

**Tax Map: 5A**  
**Grid: 2**  
**Parcel: 56**  
**Subdivision: 4**  
**Section: 2**  
**Lot: 681**

and located at 29725 Bruce Road, Mechanicsville, MD and the Parties herein agree to the conservation measures listed below in accordance with the Chapter 27 of the Maryland Code of Maryland Regulations ("COMAR") "Criteria for Local Critical Area Program Development" and Chapters 41, 71, and 72 of the St. Mary's County Comprehensive Zoning Ordinance, and with all other applicable county, state, and federal laws, and regulations for conservation of the natural resources within St. Mary's County.

**WITNESSETH:**

The Owner seeks approval of the Agreement, the application, and plans submitted under **SFDD22-2511** that consist of the following elements:

1. Planting Agreement for Development Outside of the Buffer.

The County seeks to ensure that adequate conservation measures are performed under the terms of this Agreement by the Owner 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 22-2511**, and other applicable plans as enumerated herein and the issuance of permits for the work proposed to be done by the Owner, the Parties agree as follows:

301-643-2583

P.O. BOX 653 • PATUXENT BUILDING • 23150 LEONARD HALL DRIVE, LEONARDTOWN, MD 20650  
PHONE 301.475.4200 X1500 • FAX 301.475.4635 • www.stmarysmd.com • LUGM@STMARYSMD.COM

29725 BRUCE ROAD MECHANICSVILLE MD 20659 P.O. BOX 531 WALDORF MD 20604

9. Mulch around new plants to maintain moisture levels and reduce competition from weeds and invasive species.
10. An extension of the planting agreement for one planting season may be granted upon written request to include justification demonstrating hardship or special conditions that prevented completion by the date specified above.
11. 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 and/or payment of a bond in the amount of the estimated cost of the required plantings is posted.
12. If 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 Owner are in conformity with the approved terms of this agreement and the approved site plan.
14. Survival - The landscaping stock will be monitored for two (2) years from the planting date. Survival of 100% of all landscaping stock is required. This agreement includes replanting after one year if necessary to achieve the survival rate. The bare root seedlings or whips, if part of this planting agreement, will be monitored for five (5) years from the planting date. Survival of 50% of all bare root seedlings or whips is required. Any plants that do not survive during the monitoring period must be replaced.
15. Two (2) years from the planting date, the landscaping stock shall be inspected by St. Mary's County Department of Land Use and Growth Management and assessed to determine the need for replacement plantings. Five (5) years from the planting date, the bare root seedlings, or whips, if part of this agreement, shall be inspected by St. Mary's County Department of Land Use and Growth Management and assessed to determine the need for replacement plantings. If either inspection determines that the rate of survival is not adequate, the financial assurance will not be released, the monitoring period may be extended, and additional inspections will be required.
16. One year and eleven months after the initial approved planting inspection, the Owner shall contact the St. Mary's Department of Land Use and Growth Management at (301) 475-4200 ext. 1500 to schedule a final survival inspection. The County may also notify the property attached to this agreement via first-class mail or door hanger that a survival inspection must be scheduled with two weeks of the date on the notice. The St. Mary's County Department of Land Use and Growth Management shall complete a final inspection of the site and certify that the Owner has completed all conservation measures enumerated in the Critical Area Planting Agreement. Failure of the Owner to obtain a final survival inspection is a breach of this agreement.
17. In the event the Owner breaches the Critical Area Planting Agreement, the Owner shall forfeit any bonds. The bonds may be used by the County to restore the property, complete the required plantings, and ensure the survival of the approved plantings. If the bonds are insufficient to pay the costs of restoration, planting, or maintenance, the County shall place a lien against said property for all monies due and owing to the County. The lien shall be

- d. The purchaser or lessee shall be responsible for expenses above and beyond any bonds deposited with the County for any required maintenance of the CAPA plantings.

The failure of the Owner to include such notice in the deed shall not affect the obligation and duties of any purchaser or lessee of all or any portion of the property as set forth herein.

- 26. No change or modification of, or waiver under, this agreement shall be valid unless it is in writing and signed by authorized representative of the County. No waiver of a breach or violation of any term, covenant or condition contained in this agreement shall be deemed to be a waiver of any subsequent breach or violation of the same or any other term, covenant, or condition in this agreement.
- 27. This Agreement shall be construed under the laws of the State of Maryland. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law. This Agreement shall be construed as covenants applicable to the property and a violation hereof shall not be construed as causing a reversion of title.
- 28. The Agreement terminates upon final approval of the survival inspection by the County. Verification of a final approved planting inspection may be obtained by contacting the St. Mary's County Department of Land Use and Growth Management at (30) 475-4200 ext. 1500 and may be recorded with the deed at the expense of the owner.

This Critical Area Planting Agreement is consistent with the Critical Area provisions of the St. Mary's County Comprehensive Zoning Ordinance and COMAR 27.01.09 and was prepared by:

Environmental Planner, Stacy Clements on February 13, 2023  
(date)

- 29. **This Agreement shall be binding on the undersigned Owner together with his/her personal representative, heirs, and assigns, and shall run with and bind the above described Property.**

IN WITNESS the hand and seal of the OWNER.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

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