

Circuit Court for St. Mary's County  
41605 Courthouse Drive  
P.O. Box 676  
Leonardtown, MD 20650

(301) 475-7844

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LR - Agreement Recording Fee  
1x 20.00 20.00  
Name: HUGHES/COMM OF ST MARYS CO  
Ref: ML/HUGHES

LR - Agreement Surcharge  
1x 40.00 40.00

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SubTotal: 60.00  
Total: 60.00  
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REV-Cash 60.00

11/08/2023 11:05 CC18-JuH  
#17691243/514/77  
\*\*\*\*\* DUPLICATE #001 \*\*\*\*\*

11/08/2023 11:07 CC18-JuH  
Clerk of the Court  
Debra J. Burch



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**CRITICAL AREA PLANTING AGREEMENT**

<sup>8<sup>th</sup></sup> THIS CRITICAL AREA PLANTING AGREEMENT ("Agreement") is made this 8<sup>th</sup> day of November 2023 by **JOAN HUGHES** ("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 **LDA** Overlay Zone at the property described as: **Tax Map: 61A, Grid: 00, Parcel: 32**, in the **McKays Beach Subdivision** and located at **18885 MCKAYS BEACH RD.** 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 **22-1995** that consist of the following elements:

1. Minor Buffer Management Plan.

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 terms and conditions as set forth herein, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

**Minor Buffer Management Plan**

1. The required mitigation is **FOUR HUNDRED SQUARE FEET square feet** per COMAR 21.01.09.
2. **If the required plantings are not complete and inspected by final inspection or the date indicated in this Agreement, whichever occurs first, a cash bond, surety bond or letter of credit will be posted in the amount of 400 x \$1.50 = SIX HUNDRED DOLLARS (\$600.00) to the County, under the terms of this agreement.** This bond shall be held by the County for two (2) years after the completion of the project to ensure that the Owner follows the terms of the agreement.

3. The Owner agrees to mitigate the adverse impact of development incurred by the proposed project by planting the following: **ALL WITHIN BUFFER:**
  - a. **TWO (2)** Minimum two-inch caliper, canopy trees, and
    1. Required plantings shall be installed by **May 31, 2024**. Upon completion of the plantings, the applicant shall notify the St. Mary's Department of Land Use and Growth Management for an inspection at 301-475-4200 x 1500.
    2. All plantings shall be native to the Coastal Plain based on the U.S. Fish and Wildlife Service publication titled Native Plants for Wildlife Habitat and Conservation Landscaping, Chesapeake Bay Watershed.
    3. Remove turf grass, weeds, and debris. Prepare site for planting by tilling, digging, and incorporating topsoil or other soil conditioners.
    4. Prior to planting, protect plants from adverse weather conditions after delivery until they are planted. Plants should be planted within 72 hours of delivery.
    5. Install plants in accordance with nursery specifications in the locations shown on the plan. Plant the largest stock first.
    6. Prune only dead or broken branches on new stock prior to installation.
    7. Stake trees only if necessary due to site conditions or stock size.
    8. Water plants thoroughly.
    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.