

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

Jessica S.B. Andritz, 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

MEMORANDUM

To: Board of Appeals
From: Stacy Clements, Environmental Planner
Subject: VAAP 23-0534, McLaughlin Property
Date of Hearing: February 13, 2025

SECTION I. Development Data:

Request: Variance from St. Mary's County Comprehensive Zoning Ordinance (CZO)
Section 71.8.3 to disturb the 100' Critical Area Buffer for after the fact placement
of fill material and stone.

Owner: Margaret J. McLaughlin (the "Applicant")

Location: 40405 Beach Drive, Mechanicsville, MD
Tax Map: 5A **Grid:** 2 **Parcel:** 56 **Lot:** 438 **Election District:** 5
Tax ID: 1905001374
Lot Size: 22,124 square feet
Land Use: Rural Residential
Zoning: Residential Neighborhood Conservation (RNC) District
Overlay: Limited Development Area (LDA) Overlay

SECTION II. Notification: The property and variance request were advertised in *The Southern Maryland News* on January 24, 2025 and January 31, 2025. The agenda was posted on the County's website by Friday, January 31, 2025.

SECTION III. Applicable Regulations: St. Mary's County Comprehensive Zoning Ordinance (CZO)

1. **Section 24.4** Specific Standards for Granting Variances in the Critical Area
2. **Section 41.5.3** Site Development Standards
3. **Section 71.8.3** The 100-Foot Critical Area Buffer

SECTION IV. Recommended Motion: Staff recommends the following motion (with modifications and additions following discussion):

“In the matter of VAAP 23-0534, McLaughlin Property, having made a finding that the standards for granting a variance and the objectives of Sections 24.4 of the St. Mary’s County Comprehensive Zoning Ordinance (**have / have not**) been met, I move to (**approve / deny**) the variance request from Section 71.8.3 to disturb the 100’ Critical Area Buffer for after the fact placement of fill material and stone.”

SECTION V. Property and Critical Area Case Information:

1. The subject property (the “Property”) was recorded in the Land Records of St. Mary’s County per Plat Book 3 Page 10 (Attachment 2), prior to the adoption of the Maryland Critical Area Program on December 1, 1985. According to Real Property Data, Maryland Department of Assessments and Taxation, the existing house was built in 1995.
2. The property is a 22,124 square foot lot located on Beach Drive in Mechanicsville and is adjacent to the tidal waters of Trent Hall Creek.
3. The Critical Area Buffer (the “Buffer”) is established a minimum of 100-feet landward from the mean high-water line of tidal waters (CZO 71.8.3). Therefore, the Property is constrained by the Buffer (Attachment 3).
4. The after-the-fact site plan (Attachment 4) depicts 7.5’ wide by 100’ long stone placement above mean-high water line, which results in 750 square feet of lot coverage and 661 square feet of fill impacting the 100’ Critical Area Buffer. The CZO states in Section 71.8.3.b(1) that a development activity is not permitted in the Buffer unless the Applicant obtains a variance.
5. Mitigation is required at a ratio of 4:1 for the violation of the placement of stone and fill without a permit and 3:1 for the variance for disturbance to the buffer (COMAR 27.01.09.01-2 Table H). The total mitigation required for this proposal is 10,087 square feet of plantings to meet these mitigation requirements. Prior to the hearing, the Applicant was required to post a bond for the violation mitigation, in order to guarantee the planting requirements will be met. The planting agreement (Attachment 5) has been received and recorded at the Land Records of St. Mary’s County and the planting plan (Attachment 6) is on file with the Department of Land Use and Growth Management.
6. The Critical Area Commission responded on February 3, 2025. The Commission states the Applicant has complied with all requests. Additionally, the Commission states: *the Board of Appeals must find that all variance standards have been met, including that of unwarranted hardship.* (Attachment 10).
7. The Department of Land Use and Growth Management has approved the site plan for shoreline (pier requirements). The St. Mary’s County Soil Conservation District has approved the site plan. The site plan is exempt from the stormwater management requirements due to less than 5,000 square feet of soil disturbance.

8. If a variance is granted but a building permit is not issued, the variance shall lapse one year from the date of grant (CZO Section 24.8.1).

SECTION VI. Critical Area Standards: Pursuant to Section 24.4 of the Ordinance, before a Critical Area variance may be granted, the Board of Appeals must find the following: (All responses taken directly from the Applicant's Standards Letter (Attachment 1) received December 5, 2024).

1. Due to special features of the site or special conditions or circumstances peculiar to the applicant's land or structure, a literal enforcement of the local Critical Area program would result in an unwarranted hardship to the applicant;

The Applicant's property meets this standard. The property is significantly constrained by the Critical Area buffer. The entire property is within the 1000 'foot Critical Area. The lot is narrow and, prior to the installation of the shore erosion control measures, was suffering from extensive erosion. Without the requested variance, Ms. McLaughlin's property would be at significant risk of harm and further erosion.

2. A literal interpretation of the local Critical Area program would deprive the applicant of a use of land or a structure permitted to others in accordance with the provisions of the local Critical Area program;

A literal interpretation of the St. Mary's County Critical Area Program would deprive the Applicant of the use of her property because it would prevent her from adequately protecting it from erosion and other environmental risks. The variance seeks the minimum necessary to achieve the reasonable use of their land and structures, in light of the other rights commonly enjoyed by property owners with land within the Critical Area and is being done for the sole reason to protect the property from further erosion..

3. The granting of the variance would not confer upon the applicant any special privilege that would be denied by the local Critical Area program to other lands or structures in accordance with the provisions of the local Critical Area program;

A strict interpretation of the Critical Area provisions of the Ordinance would deprive the Applicant of rights commonly enjoyed by other property owners. The property at issue is improved with a reasonable-sized single dwelling, the Applicant is afforded the opportunity to reasonably protect her property. The Applicant, like many of her neighbors, has a right to take reasonable measures to protect her property. The granting of this variance will not confer special privileges upon the Applicant as many other properties have similar erosion control measures installed on their properties, including many properties in the direct vicinity of, or adjacent to, the Applicant.

4. The variance request is not based upon conditions or circumstances that are the result of actions by the applicant;

The Applicant did not create the difficulty. The environmental conditions are part of the property through no fault of the Applicant.

5. The variance request does not arise from any conforming or nonconforming condition on any neighboring property;

The variance request does not arise from any conforming or nonconforming condition on any neighboring property. The request arises from the Applicant taking reasonable measures to protect her property from erosion.

6. The granting of the variance would not adversely affect water quality or adversely impact fish, wildlife, or plant habitat within the jurisdiction's local Critical Area; and

The granting of the variance will not adversely affect water quality or impact fish, wildlife or plant habitat. As stated above, Applicant has worked with all the applicable agencies to confirm that the work done is compliant with all applicable State and local requirements. The Applicant will also provide all required plantings to further protect the river.

7. The granting of the variance would be in harmony with the general spirit and intent of the Critical Area law, the regulations in this subtitle, and the local Critical Area program.

The variance seeks the minimum necessary to achieve the reasonable use of their land and structures, in light of the other rights commonly enjoyed by property owners with land within the Critical Area and is being done for the sole reason to protect the property from further erosion.

SECTION VII. Attachments:

- Attachment 1: Critical Area Standards Letter
- Attachment 2: Plat Book 3 Page 10
- Attachment 3: Critical Area Map
- Attachment 4: Site Plan
- Attachment 5: Record Critical Area Planting Agreement
- Attachment 6: Buffer Management Plan
- Attachment 7: Location Map
- Attachment 8: Land Use Map
- Attachment 9: Zoning Map
- Attachment 10: Critical Area Commission Response



DUGAN, McKISSICK & LONGMORE^{LLC} ATTORNEYS AT LAW

PARTNERS
BILL D. MCKISSICK, JR.
CHRISTOPHER T. LONGMORE †
REBEKKA J. HUTCHINS
SAMUEL H. WIEST ††

ALL ADMITTED IN MARYLAND
ADMITTED IN DISTRICT OF COLUMBIA †
ADMITTED IN VIRGINIA †
ADMITTED IN KENTUCKY ±

22738 MAPLE ROAD, SUITE 210, LEXINGTON PARK, MD 20653
PHONE: 301-862-3764 | FAX: 301-500-2176
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KELSEY C. HARRIS
KELLY T. HUMAN ±

SENIOR COUNSEL **
OF COUNSEL *

REVISED: January 29, 2025

Amanda Yowell
Department of Land Use and Growth Management
P.O. Box 653
Leonardtown, Maryland 20650

**Re: Proposed Critical Area Variance
Margaret McLaughlin
40405 Beach Drive (Lot 438, Plat 2, Section 2, Golden Beach)**

Dear Ms. Yowell:

Please accept this letter on behalf of my client, Margaret McLaughlin, in the above-referenced matter. This request relates to the property that Ms. McLaughlin owns that has a street address of 40405 Beach Drive, Mechanicsville, Maryland. Ms. Laughlin had previously caused new shore erosion measures to be taken for her waterfront property, including the filling of a certain portion of her property, and has worked extensively with the applicable Maryland state agencies to confirm that it meets all applicable state laws and regulations. Ms. McLaughlin was unaware that a critical area variance would be needed for the work, since the work did not include some disturbance to the critical area buffer on her property. Ms. McLaughlin has also worked with LUGM in preparing and bonding a critical area planting agreement for the property in relation to the bulkhead/shore erosion measures.

The following is a summary of the standards for granting a critical area variance and our statements as to why we believe that Mrs. McLaughlin's application meets these requirements. The site plan and related materials have previously been submitted directly to the Department of Land Use and Growth Management by Ms. McLaughlin.

Standards for Granting Variances in the Critical Area

(1) Due to special features of the site or special conditions or circumstances peculiar to the applicant's land or structure, a literal enforcement of the local Critical Area program would result in an unwarranted hardship to the Applicant; and

The Applicant's property meets this standard. The property is significantly constrained by the Critical

Area buffer. The entire property is within the 1000' foot Critical Area. The lot is narrow and, prior to the installation of the shore erosion control measures, was suffering from extensive erosion. Without the requested variance, Ms. McLaughlin's property would be at a significant risk of harm and further erosion.

(2) A literal interpretation of the local Critical Area program would deprive the applicant of a use of land or a structure permitted to others in accordance with the provisions of the local Critical Area program; and

A literal interpretation of the St. Mary's County Critical Area Program would deprive the Applicant of the use of her property because it would prevent her from adequately protecting it from erosion and other environmental risks. The variance seeks the minimum necessary to achieve the reasonable use of their land and structures, in light of the other rights commonly enjoyed by property owners with land within the Critical Area and is being done for the sole reason to protect the property from further erosion.

(3) The granting of the variance would not confer upon the applicant any special privilege that would be denied by the local Critical Area program to other lands or structures in accordance with the provisions of the local Critical Area program; and

A strict interpretation of the Critical Area provisions of the Ordinance would deprive the Applicant of rights commonly enjoyed by other property owners. The property at issue is improved with a reasonable-sized single dwelling, the Applicant is afforded the opportunity to reasonably protect her property. The Applicant, like many of her neighbors, has a right to take reasonable measures to protect her property. The granting of this variance will not confer special privileges upon the Applicant as many other properties have similar erosion control measures installed on their properties, including many properties in the direct vicinity of, or adjacent to, the Applicant.

(4) The variance request is not based upon conditions or circumstances that are the result of actions by the applicant; and

The Applicant did not create the difficulty. The environmental conditions are part of the Property through no fault of the Applicant.

(5) The variance request does not arise from any conforming or nonconforming condition on any neighboring property; and

The variance request does not arise from any conforming or nonconforming condition on any neighboring property. The request arises from the Applicant taking reasonable measures to protect her property from erosion.

(6) The granting of the variance would not adversely affect water quality or adversely impact fish, wildlife, or plant habitat within the jurisdiction's local Critical Area; and

The granting of the variance will not adversely affect water quality or impact fish, wildlife or plant habitat. As stated above, Applicant has worked with all the applicable agencies to confirm that the work done is compliant with all applicable State and local requirements. The Applicant will also provide all required plantings to further protect the river.

(7) The variance is the minimum necessary to achieve a reasonable use of land or structures.

The variance seeks the minimum necessary to achieve the reasonable use of their land and structures, in light of the other rights commonly enjoyed by property owners with land within the Critical Area and is being done for the sole reason to protect the property from further erosion.

The Applicant expressly reserves the right to present additional argument and evidence in support of their variance application at the Board of Appeals hearing in this matter, which is currently scheduled for February 13, 2025, and at any other time as allowed under the applicable rules of procedure.

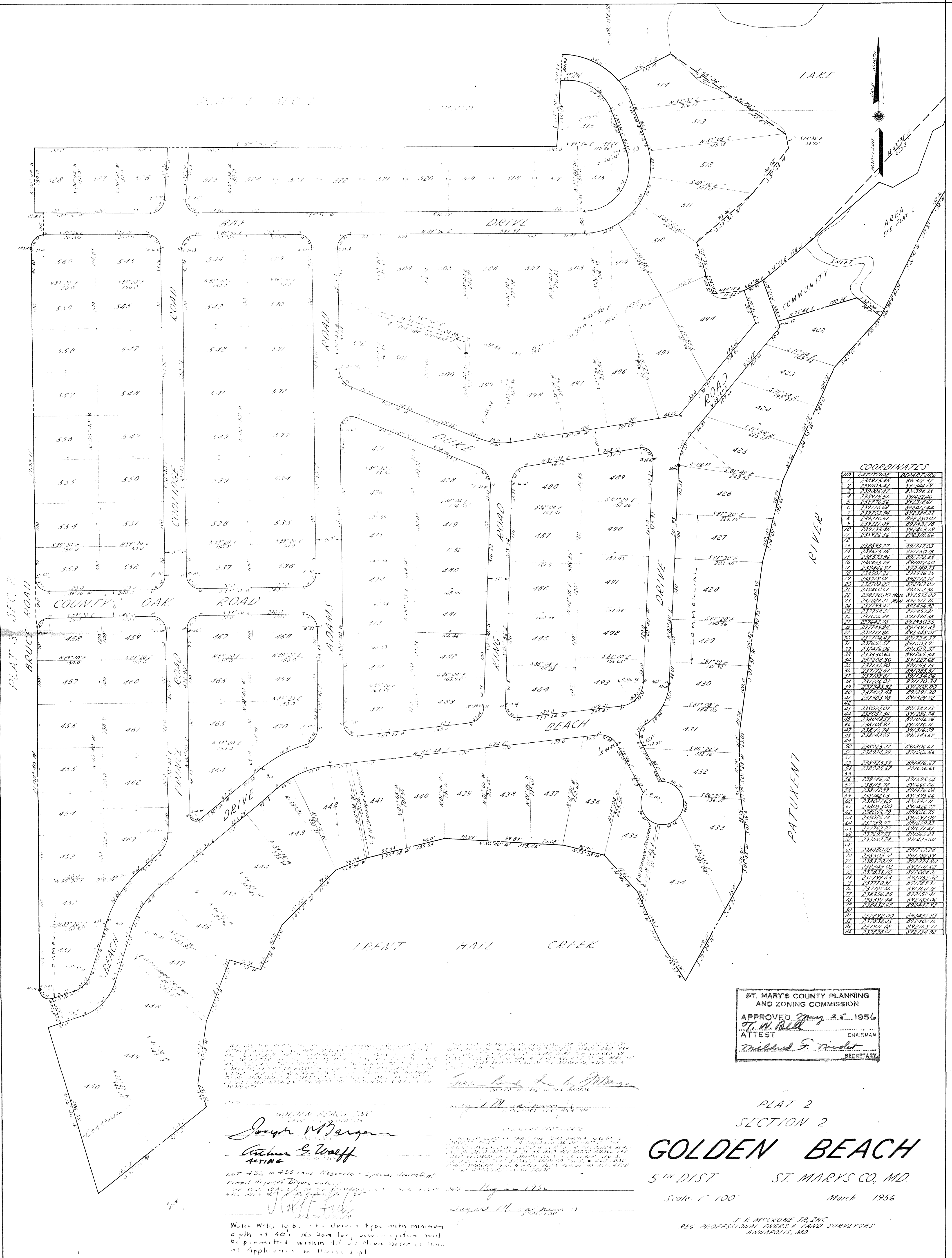
I appreciate your attention to this matter. Please do not hesitate to contact me if you have any questions or concerns in this regard.

Sincerely,

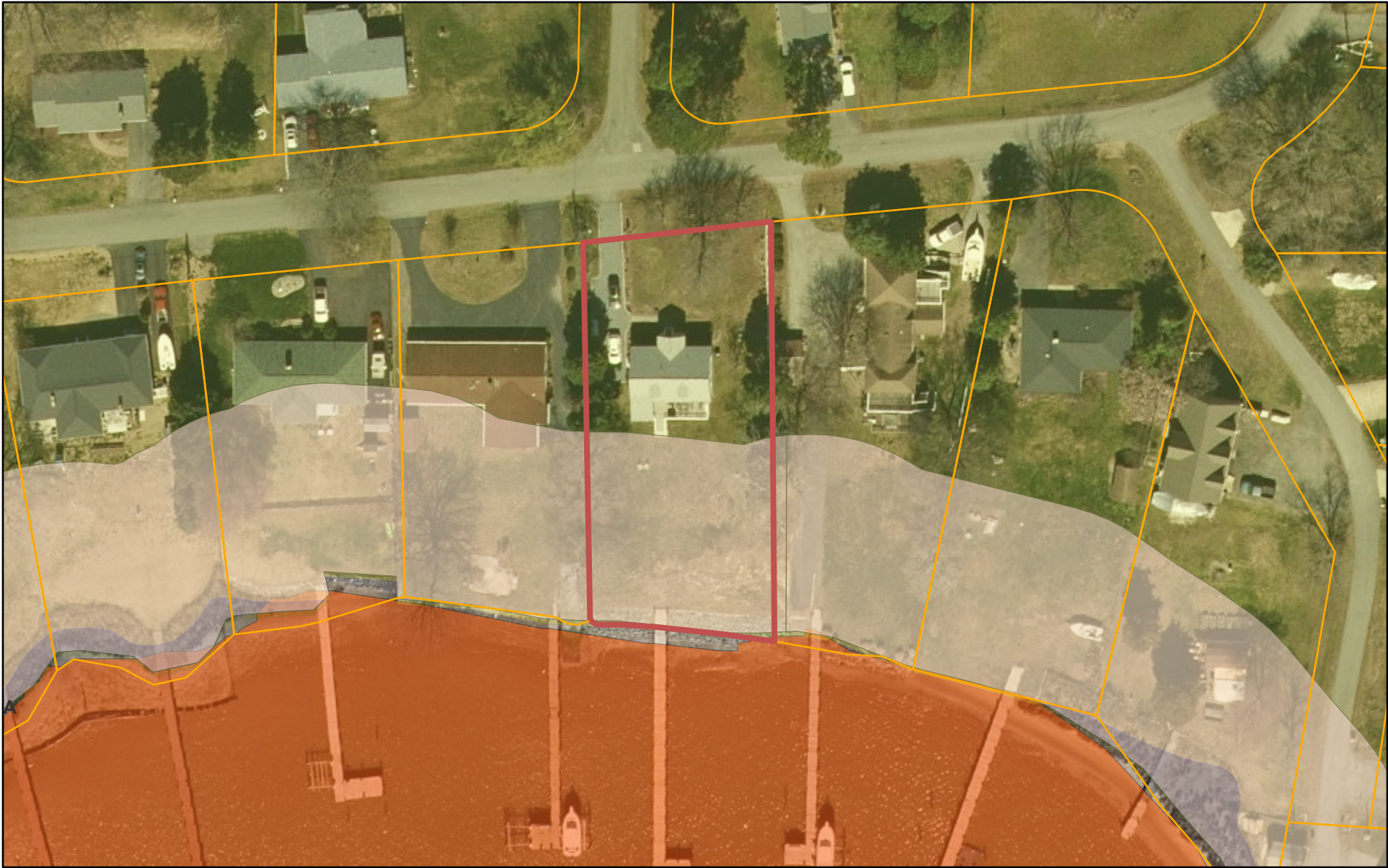
A handwritten signature in cursive script that reads "Christopher T. Longmore".

Christopher T. Longmore

cc: Stacy Clements, Department of Land Use and Growth Management



Critical Area Map McLaughlin VAAP 23-0534



1/28/2025, 3:31:49 PM

Property Boundaries

Critical Area (Adopted May 2021)

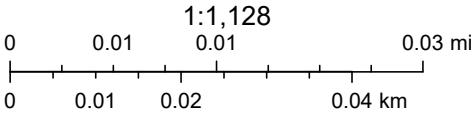
Limited Development Area

Resource Conservation Area

Critical Area 100ft Buffer

DNR Wetlands

Estuarine



Exempt from recordation fee pursuant to § 3-603(a) of the Real Property Article of the Annotated Code of Maryland

**ST. MARY'S COUNTY GOVERNMENT
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Jessica S.B. Andritz, Director

Courtney Jenkins, AICP, Deputy Director



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Michael L. Hewitt, Commissioner

Scott R. Ostrow, Commissioner

CRITICAL AREA PLANTING AGREEMENT

THIS CRITICAL AREA PLANTING AGREEMENT ("Agreement") is made this 9 day of Oct 2024 by MARGARET J. MCLAUGHLIN ("Owner") and the COMMISSIONERS OF ST. MARY'S COUNTY ("County"), a body corporate and politic and political subdivision of the State of Maryland, (collectively, the "Parties").

WHEREAS, the Owner is the fee simple owner of property acquired by Deed dated October 4, 2019, which is recorded among the Land Records of St. Mary's County, Maryland, in Liber 5194, Folio 119, and which is located at 40405 Beach Drive, Mechanicsville, Maryland 20659 as shown on Tax Map 5A, Parcel 56, Lot 438 (hereinafter referred to as the "Subject Property");

WHEREAS, due to its proximity to the Chesapeake Bay and its tributaries, which is subject to the St. Mary's County Chesapeake Bay Critical Area Program, the Subject Property is located within the Limited Development Area (LDA) and Buffer Management Overlay (BMO) overlay zone and as a result, certain conservation measures are required by COMAR 27.01.01 et seq., Chapters 41, 71, and 72 of the St. Mary's County Comprehensive Zoning Ordinance and any other applicable State and local laws and/or regulations (hereinafter referred to as the "St. Mary's County Critical Area Program");

WHEREAS, the Owner desires to develop or redevelop the Subject Property as shown on the application and plans associated with Permit 23-0534, which requires mitigation to offset certain development impacts to the Subject Property;

WHEREAS, prior to said development on the Subject Property, the Owner is required by Section 27.01.01 of the Maryland Code of Maryland Regulations ("COMAR") and Chapters 41, 71, and 72 of the St. Mary's County Comprehensive Zoning Ordinance ("CZO"), and all other applicable county, state, and federal laws, and regulations for conservation of the natural resources within St. Mary's County to complete the following:

NOW THEREFORE, 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:

1. The required mitigation is **ten thousand, eighty-seven (10,087)** square feet.
2. A cash bond, surety bond or letter of credit is required if all mitigation is not completed before a Certificate of Occupancy can be issued or a final inspection approved. Therefore, the Owner shall provide, prior to the issuance of a Certificate of Occupancy, a bond to the County in the amount of **FIFTEEN THOUSAND, ONE HUNDRED THIRTY DOLLARS AND FIFTY CENTS (\$15,130.50)**, which has been calculated at a rate of One Dollar and Fifty Cents (\$1.50) per square foot for a total of **10,087** square feet. These bonds shall be held by the County for two (2) years after the

3. The Owner agrees to mitigate the adverse impact of development incurred by the proposed project by planting, consistent with the approved planting plan on the Subject Property, the following nursery stock:

ALL WITHIN THE BUFFER:

- a. **Thirty-seven (37)**, Minimum three-feet high, large shrubs, and
 - b. **Fifty-six (56)**, Minimum eighteen-inches high, small shrubs, and
 - c. **Five hundred four (504)**, Herbaceous perennials.
 - d. **Nine (9)**, Type 1 Cluster (each cluster consisting of 1 canopy tree, and 3 large shrubs or 6 small shrubs)
 - e. **Nine (9)**, Type 2 Cluster (each cluster consisting of 2 understory trees, and 3 large shrubs or 6 small shrubs)
4. Required plantings shall be installed by **May 31, 2025**. Upon completion of the plantings, the applicant shall notify the St. Mary's Department of Land Use and Growth Management (hereinafter referred to as the "Department") for an inspection at 301-475-4200, ext. 1500.
 5. 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.
 6. Remove turf grass, weeds, and debris. Prepare site for planting by tilling, digging, and incorporating topsoil or other soil conditioners.
 7. Prior to planting, protect plants from adverse weather conditions after delivery until they are planted. Plants should be planted within 72 hours of delivery.
 8. Install plants in accordance with nursery specifications in the locations shown on the plan. Plant the largest stock first.
 9. Prune only dead or broken branches on new stock prior to installation.
 10. Stake trees only if necessary due to site conditions or stock size.
 11. Water plants thoroughly.
 12. Mulch around new plants to maintain moisture levels and reduce competition from weeds and invasive species.
 13. 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.

14. If there are any deficiencies at the time of the planting 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.
15. 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.
16. Survival - The Owner shall monitor all nursery stock for two (2) years from the date of the first successful planting inspection conducted by the Department. Survival of 100% of all nursery 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 plantings that do not survive during the applicable monitoring period must be replaced.
17. Two (2) years from the date of the first successful planting inspection conducted by the Department, the nursery stock shall be again inspected by the Department and assessed to determine the need for replacement plantings. Five (5) years from the first successful planting inspection conducted by the Department, the bare root seedlings, or whips, if part of this Agreement, shall be inspected by the Department and assessed to determine the need for replacement plantings. If either inspection reveals that the rate of survival is not adequate, the financial assurance will not be released, the monitoring period may be extended, and additional inspections shall be required.
18. One year and eleven months (or four years and eleven months, as applicable) after the first successful planting inspection conducted by the Department, the Owner shall contact the Department at (301) 475-4200 ext. 1500 to schedule a final survival inspection. The County may also notify the Owner via first-class mail or door hanger that a survival inspection shall be scheduled and held within two (2) weeks of the date on the notice. The Department shall complete a final inspection of the site and certify that the Owner has completed all conservation measures enumerated in this Agreement. Failure of the Owner to obtain a final survival inspection is a breach of this Agreement.
19. In the event the Owner breaches this Agreement, the Owner shall forfeit any bonds. The bonds may be used by the County to restore the Subject 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 established and enforced by the County pursuant to the Maryland Contract Lien Act as provided for in the Real Property Article of the Annotated Code of Maryland.
20. The Owner shall indemnify, hold harmless, and defend the County, its agents, and contractors from all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Owner's negligence in the construction, planting, maintenance, or use of the required plantings.

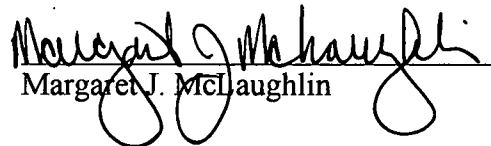
21. The County shall have the right to enter upon the land and inspect at any time during the project or term of this agreement. The County shall further have the right to enter upon the land and restore the property with the bond deposited with the County by the Owner, should the Owner or subsequent owners fail to complete the project or maintain the plantings for the term of the agreement.
22. Owner further agrees to contact the Department to request the bond release after the completion of a satisfactory survival inspection.
23. It is expressly agreed by all parties to this Agreement that it is the purpose and intent of this agreement to ensure 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.
24. This Agreement and covenants contained herein shall run with the land, shall bind the property and shall be binding on the Owner, its heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property.
25. This Agreement shall be recorded in the Land Records of St. Mary's County, Maryland. A copy of the recorded agreement shall be attached to any application for a Building Permit for any lot and parcel described above.
26. The obligations hereunder shall not be assignable to any person or entity other than an immediate grantee to, or successor in interest of, a current owner, and the obligations and the duties herein shall run with the property described herein, and shall be binding upon the subsequent owner of all or any portion of the property described herein with respect to the property acquired by them, and said owner shall be automatically deemed the "Owner" as defined hereunder and any obligation of the Owner shall mean and refer to the person who is the Owner of the property.
27. The Owner, for itself and its successors and assigns, agrees to make specific references to this agreement in a separate notice paragraph in any contract, deed, lease or other legal instrument by which any possessory or equitable interest in the property is conveyed which shall provide notice to the purchaser or lessee of the property that:
 - a. One or more CAPA plantings are located on the property.
 - b. CAPA plantings may not be readily apparent or noticeable.
 - c. CAPA plantings may not be modified, relocated, or removed from the property unless they are replaced in a manner approved by the County and without adverse impact on neighboring and adjoining properties.
 - 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.

However, 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.

28. No change or modification of, or waiver under, this agreement shall be valid unless it is in writing and signed by an 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.
29. 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.
30. The Agreement shall terminate upon final approval of the survival inspection by the County. Verification of a final approved survival inspection may be obtained by contacting the Department and may be recorded in the Land Records of St. Mary's County, Maryland at the Owner's expense.

WITNESS the hand and seal of the parties:

OWNER:

 (signature)
Margaret J. McLaughlin

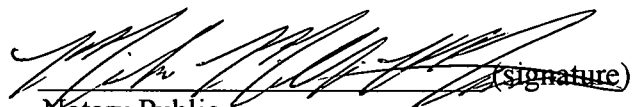
STATE OF Maryland

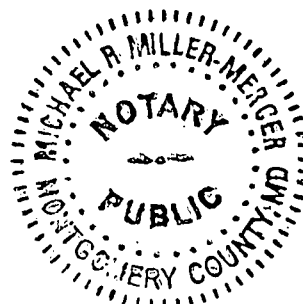
COUNTY OF Montgomery to wit:

I HEREBY CERTIFY, that on this 20 day of September, 2024, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Margaret J. McLaughlin, and acknowledged the foregoing to be his/her/their acts.

AS WITNESS my hand and Notarial Seal:

MICHAEL MILLER-MERCER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 19, 2025

 (signature)
Notary Public
My commission expires: 02/19/2025



COUNTY:

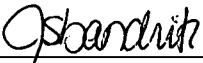


(signature)

David A. Weiskopf
County Administrator
Commissioners of St. Mary's County

OFFICE USE ONLY:

Reviewed and Approved for Signature by County Administrator



Jessica S.B. Andritz, Director
Department of Land Use & Growth Management

10.8.2024

Date

DOCUMENT VALIDATION

LR - Government
Instrument 0.00
Agency Name:
MCLAUGHLIN/COMMISSIONERS OF ST MARYS CO
Instrument List:
Agreement / Easement
Describe Other:
Ref: MM/LUGM

=====
Total: 0.00
10/15/2024 02:33
CC18-JuJ
#18471988 CC0704 - St
Mary's
County/CC07.04.05 -
Register 05

Circuit Court for St. Mary's County
PO Box 676
41605 Courthouse Drive
Leonardtown, MD 20650
(301) 475-7844

ECOBAY

Landscape | Design

September 4, 2024

St. Mary's County Department of
Land Use & Growth Management
23150 Leonard Hall Drive
Leonardtown, MD 20650



To whom it may concern,

ECOBAY Landscape | Design, LLC has put the following Buffer Management Plan
together on behalf of Margaret McLaughlin owner of 40405 Beach Drive
Mechanicsville, MD 20659

For the application number: 23-0534

The plan provided is designed to satisfy 10,087 sqft of mitigation, declared as a major
buffer management plan.

For any questions or concerns about this buffer plan, you can contact Brennan at
Brennan@ecobaylandscape.com

Regards,

A handwritten signature in dark ink that reads "Brennan Peabody". The script is fluid and cursive.

Brennan Peabody

Owner
CBLP-D/I #5-00026

← Property boundary

House

Porch

Spec One

Property boundary w/ existing structures, existing trees, & 100' buffer boundary

↑
100' Buffer

Shed

A

B

C

D

E

F

G

H

I

Existing tree details **none to be removed*

- A - *Acer* spp. (~20" DBH)
- B - *Acer rubrum* (~2" DBH)
- C - *Acer rubrum* (~2" DBH)
- D - *Quercus* spp. (~20" DBH)
- E - *Juniperus virginiana* (~10" DBH)
- F - *Juniperus virginiana* (~10" DBH)
- G - *Juniperus virginiana* (~10" DBH)
- H - *Betula nigra* (~1.5" DBH)
- I - *Betula nigra* (~1.5" DBH)

MHW

Trent Hall Creek

Dock



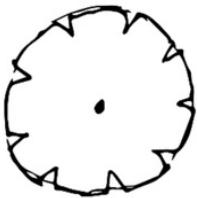

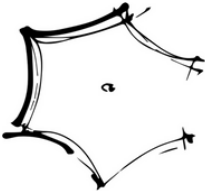
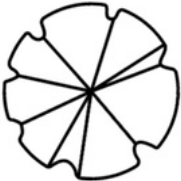
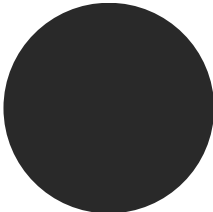
Mitigation Calculations

Below are the proposed calculations as necessary to fulfill the required 10,087 sqft of buffer mitigation. Additionally, the table describes the starting size of each plant type and quantity.

Planting Type & Size	Mitigation Credit Points	Planting Type qty	Planting Breakdown	Total Mitigation Points (sqft)
Herbaceous <i>1-gallon/1-quart/plug</i>	2	504	504	1,008
Small Shrub <i>18 inches tall</i>	25	56	56	1,400
Large Shrub <i>18 inches tall</i>	50	25	25	1,850
Planting Cluster #1 1 canopy tree <i>(3/4 in. caliper)</i> 3 large shrubs <i>(18 inches tall)</i> or 6 Small Shrubs	300	9	8- (1 canopy tree 3 large shrubs) 1- (1 canopy tree 6 small shrubs)	2,700
Planting Cluster #2 2 understory trees <i>(3/4 in. caliper)</i> 3 large shrubs <i>(18 inches tall)</i> or 6 small shrubs	350	9	6- (2 Understory trees 3 large shrubs) 3- (2 understory trees trees 6 small shrubs)	3,150
Total Mitigation sqft				10,108

Plant Type & Species Guide

Below is a list of some of species we will choose upon installation. Specific species will be chosen based on current nursery stock availability upon the time of installation. *only Coastal Plain species to be used

Symbol	Plant Type & Size	Scientific Name	Common Name
	Canopy Tree 3/4 in. caliper	<ul style="list-style-type: none"> <i>Diospyros virginiana</i> <i>Betula nigra</i> <i>Fagus grandifolia</i> <i>Quercus bicolor</i> <i>Nyssa sylvatica</i> 	<ul style="list-style-type: none"> Common Persimmon River Birch American Beech Swamp White Oak Black Gum
	Understory Tree 3/4 in. caliper	<ul style="list-style-type: none"> <i>Magnolia virginiana</i> <i>Amelanchier canadensis</i> <i>Chionanthus virginicus</i> <i>Cercis canadensis</i> 	<ul style="list-style-type: none"> Sweetbay Magnolia Serviceberry Fringe Tree Eastern Redbud
	Large Shrub 18 inches tall	<ul style="list-style-type: none"> <i>Myrica pensylvanica</i> <i>Clethra alnifolia</i> <i>Itea virginica</i> <i>Aronia arbutifolia</i> <i>Cornus amomum</i> <i>Rhus aromatica</i> <i>Ilex laevigata</i> <i>Cephalanthus occidentalis</i> 	<ul style="list-style-type: none"> Northern Bayberry Summersweet Sweetspire Red Chokeberry Silky Dogwood Fragrant Sumac Winterberry Buttonbush
	Small Shrub 18 inches tall	<ul style="list-style-type: none"> <i>Hypericum densiflorum</i> <i>Prunus maritima</i> <i>Vaccinium vacillans</i> <i>Rhododendron atlanticum</i> <i>Callicarpa americana</i> <i>Gaylussacia baccata</i> 	<ul style="list-style-type: none"> St. John's Wort Beach Plum Lowbush Blueberry Dwarf Coastal Azalea American Beautyberry Black Huckleberry
	Herbaceous 1-gallon/1-quart/plug	<ul style="list-style-type: none"> <i>Rudbeckia hirta</i> <i>Baptisia tinctoria</i> <i>Solidago nemoralis</i> <i>Liatris spicata</i> <i>Iris versicolor</i> <i>Hibiscus moscheutos</i> <i>Aster novae-angliae</i> <i>Asclepias incarnata</i> <i>Asclepias tuberosa</i> <i>Monarda fistulosa</i> <i>Chelone glabra</i> <i>Schizachyrium scoparium</i> <i>Andropogon virginicus</i> 	<ul style="list-style-type: none"> Black-eyed Susan False Indigo Gray Goldenrod Blazing Star Blue Flag Iris Rose Mallow New England Aster Swamp Milkweed Butterflyweed Wild Bergamot Turtlehead Little Bluestem Broomsedge

← Property boundary

House

Porch

Shed

100' Buffer

Mean high water

Trent Hall Creek

Dock

Spec Two

Proposed buffer management planting plan in its entirety



Planting Timeline

Below is the proposed planting timeline. A winter planting window for the Planting Clusters has been proposed to increase the survival rate of these plants. The remaining are proposed to be planted in the Spring for greater survival.

The winter planting window is valid as long as the ground is not frozen. Otherwise, the planting will be pushed off till the following Spring (March-May) and/or until the ground is not frozen.

Planting Area	Planting Area Specific Details	Total Mitigation Points (sqft)	Planting Window
A orange	All Planting Clusters #1 9 canopy trees 24 large shrubs 6 small shrubs All Planting Clusters #2 18 understory trees 18 large shrubs 18 small shrubs	5,850	Jan-Feb 2025
B yellow	All Small & Large Shrubs 56 small shrubs 37 large shrubs All Herbaceous Plants 504 plants	4,258	March-May 2026

← Property boundary

House

Porch

Spec Five

Buffer Mitigation Planting Timeline
Diagram

Jan-Feb 2025: Area A - Orange

March-May 2026: Area B - Yellow

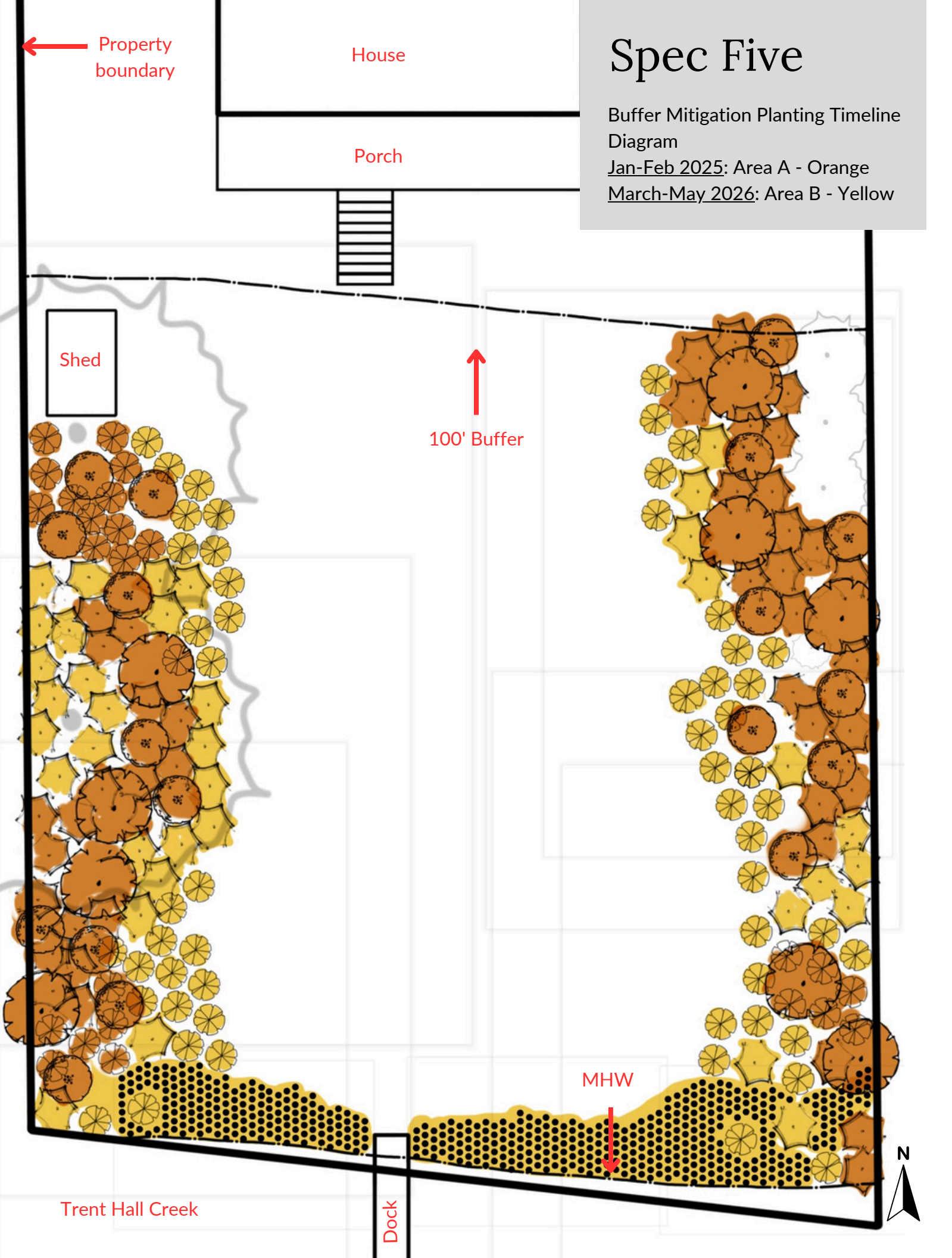
Shed

↑
100' Buffer

MHW

Trent Hall Creek

Dock



Maintenance/Warranty Agreement

As effective December 2023, this Agreement is by and between:

ECOBAY Landscape | Design, LLC (the "Contractor")
20590 Chestnut Ridge Drive, Leonardtown, MD 20650
240 - 309 - 5190
hello@ecobaylandscape.com
MHIC# 142416

AND

Margaret McLaughlin (the "Recipient")
40405 Beach Dr, Mechanicsville, MD 20659
301 - 367 - 8943
mmclaughlin364@gmail.com

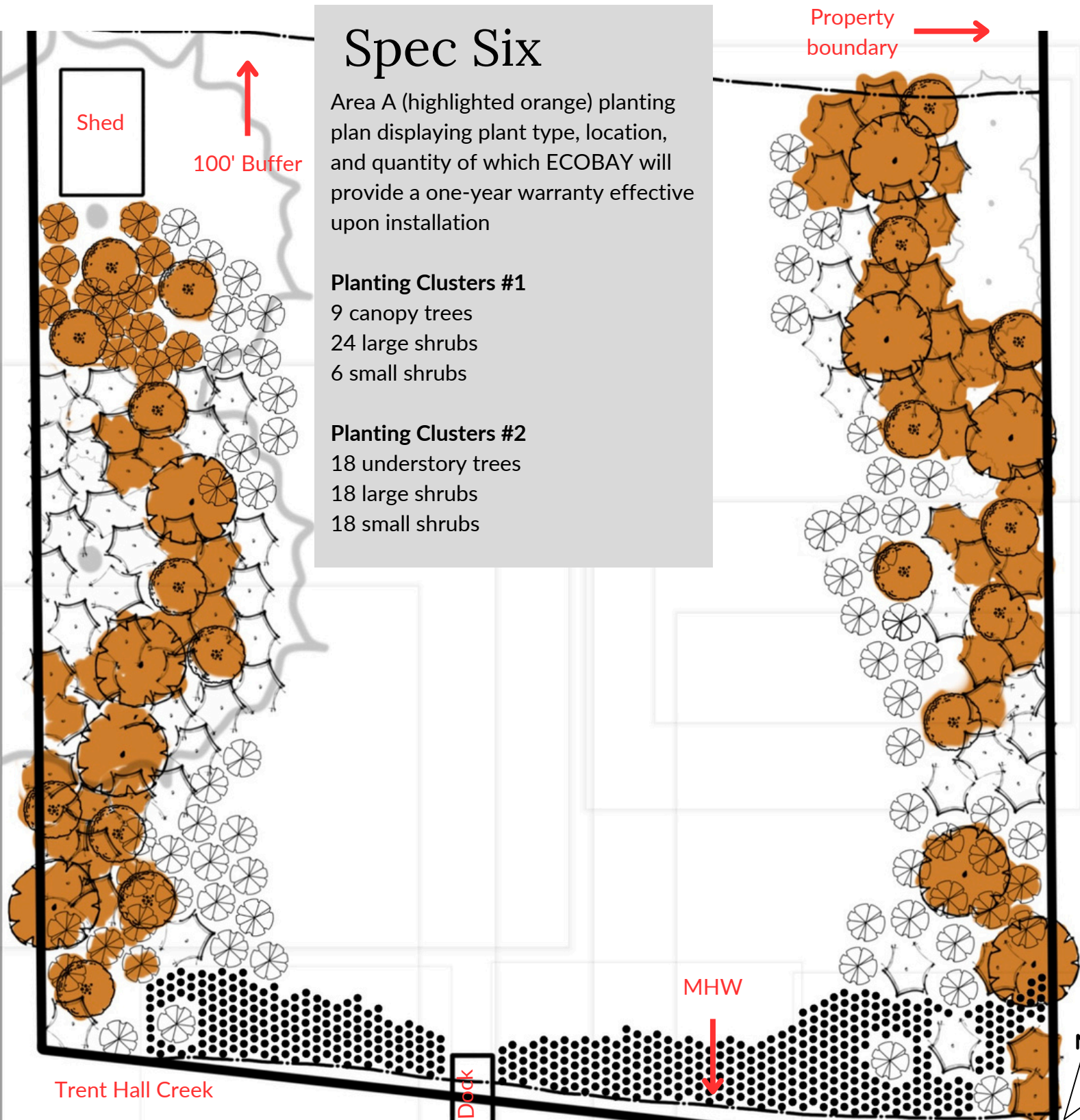
Warranted plants only include those that were bought and planted by the Contractor. All warranted plants have a 1-year warranty which includes the plant cost and replacement labor. Depending on the time of year and climate conditions, the Contractor may decide to schedule the plant replacement at a time that is more suitable for the replacement plant to survive. An alternative species may be recommended/used. The Contractor will consider plant material dead if more than 50% has wilted or died. The Contractor will not warranty any plants that are bought by the Recipient(s) and planted by the Contractor. The Contractor will complete an initial watering of the plant material on the day of installation, however, the Recipient is responsible for the watering of plant material after the project is completed.

The Contractor has the right to waive warranty coverage for the following reasons:

- Vandalism
- Acts of God
- Improper management of irrigation (over or under-watering)
- Vehicular/equipment damage
- Service Specifications

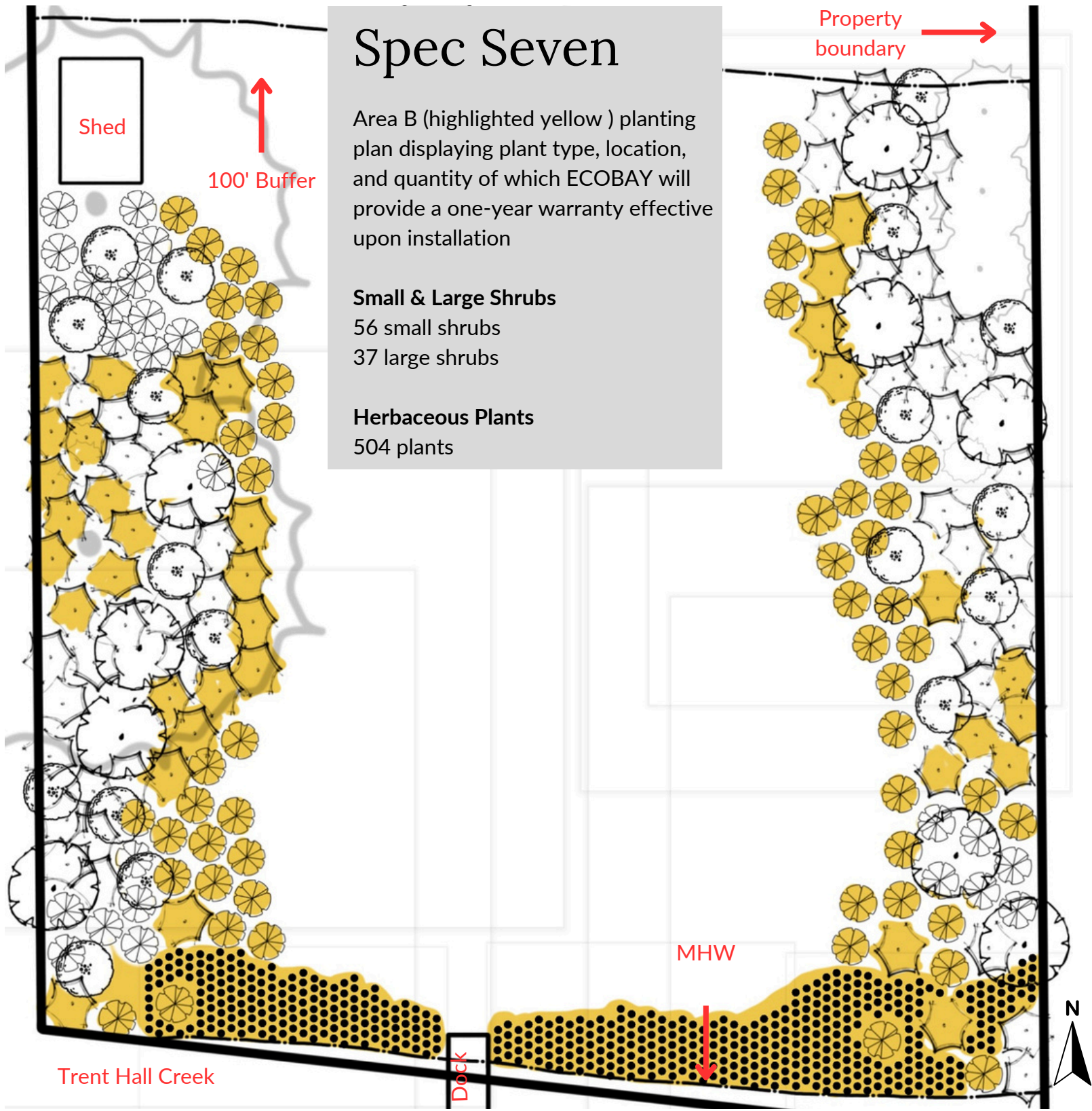
Area A Maintenance Agreement

The Contractor will monitor all plants purchased, provided, and planted by the contractor for one year **as outlined in orange on the diagram below** - effective around January 2025 (upon installation) and will end around January 2026.



Area B Maintenance Agreement

The Contractor will monitor all plants purchased, provided, and planted by the contractor for one year **as outlined in yellow on the diagram below** - effective around March 2026 (upon installation) and will end around March 2027.



INITIAL CARE:

Recipient's Responsibility

- Monitor plantings daily, especially during dry periods and heatwaves
- Water plants in the morning about every **4-7** days or as needed depending on soil conditions/weather
- Hand-pull weeds monthly
- Minimize foot traffic around new plantings and within landscape beds

Contractor's Responsibility

- Perform a site visit to assess the conditions of the plants and provide helpful care instructions based on observations
- Replace any plants that may have died

6 MONTHS:

Recipient's Responsibility

- Monitor plantings daily, especially during dry periods and heatwaves
- Water plants in the morning about every **7-10** days or as needed depending on soil conditions/weather
- Hand-pull weeds monthly
- Minimize foot traffic around new plantings and within landscape bed.
- Cut back herbaceous plants and grass within a few inches of the ground in late fall or early spring

Contractor's Responsibility

- Perform a site visit to assess the conditions of the plants and provide helpful care instructions based on observations
- Replace any plants that may have died
- Prune damaged or diseased branches and/or foliage

12 MONTHS:

Recipient's Responsibility

- Monitor plantings daily, especially during dry periods and heatwaves
- Water plants in the morning about every **7-10** days or as needed depending on soil conditions/weather
- Hand-pull weeds monthly
- Minimize foot traffic around new plantings and within landscape beds
- Cut back herbaceous plants and grass within a few inches of the ground in late fall or early spring

Contractor's Responsibility

- Perform a site visit to assess the conditions of the plants and provide helpful care instructions based on observations
- Replace any plants that may have died
- Prune damaged or diseased branches and/or foliage


13 MONTHS & BEYOND:

Recipient's Responsibility

- Monitor plants during dry periods and heatwaves
- Water plants as needed depending on soil conditions/weather
- Hand-pull weeds monthly
- Minimize foot traffic around new plantings and within landscape beds
- Cut back herbaceous plants and grass within a few inches of the ground in late fall or early spring
- Replace any plants that may have died
- Prune damaged or diseased branches and/or foliage
- Mulch in the early spring to maintain a 2-3" layer

Signatories

This Agreement shall be signed by:

	9/4/2024
<hr/>	<hr/>
ECOBAY Landscape Design, LLC Representative Signature	Date
Brennan Peabody	

<hr/>	<hr/>
Recipient Signature	Date
Margaret McLaughlin	

Buffer Management Plant Notes

GENERAL NOTES

1. The purpose of this Buffer Management Plan is to comply with the Buffer mitigation and establishment requirements for the following project:

shoreline stabilization

2. The street address of the property is:

40405 Beach Drive Mechanicsville, MD 20659

3. The property is identified as: Tax Map 005A Parcel 0001 Block/Section 1 Lot 78

4. The Critical Area designation is (select designation): ☐ RCA ☒ LDA ☐ IDA

PLANTING DATE & SEQUENCE OF IMPLEMENTATION

1. Planting will begin on or about January 2025
2. Remove turf grass, weeds, and debris. Prepare site for planting by tilling, digging, and incorporating topsoil or other soil conditioners.
3. Prior to planting, protect plants from adverse weather conditions after delivery until they are planted. Plants will be planted within 72 hours of delivery.
4. Plants will be installed in accordance with nursery specifications and in the locations shown on the plan. The largest stock will be planted first.
5. Prune only dead or broken branches on new stock prior to installation.
6. Stake trees only if necessary due to site conditions or stock size.
7. Water plants thoroughly.
8. Mulch around new plants to maintain moisture levels and reduce competition from weeds and invasive species.

SPECIFICATIONS

1. All plantings will 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* and/or the publication titled *Native Plants for Wildlife Habitat and Conservation Landscaping: Maryland: Coastal Plain*
2. Canopy trees are those that reach a height of at least 35 feet at maturity. Canopy trees will be balled and burlapped or container stock. Stock that is 2-inch caliper is credited at 200 square feet. Stock that is 3/4-inch caliper is credited at 100 square feet. Heights may vary.
3. Understory trees are those that reach a height of 12 to 35 feet at maturity. Understory trees will be balled and burlapped or container stock. Stock that is 3/4-inch caliper is credited at 75 square feet. Heights may vary.
4. Large shrubs are those that reach a height of at least six feet at maturity. Large shrubs will be balled and burlapped or container stock and will be at least 18 inches high starting out.
5. Small shrubs are those that reach a height of up to six feet at maturity. Small shrubs will be balled and burlapped or container stock and will be at least 18 inches high starting out.
6. Herbaceous plants and grasses are nonwoody vegetation that is often dormant during the winter. Herbaceous plants and grasses will be container stock. A seed mix may be used for larger areas of herbaceous plants and grasses at the discretion of the local government. Stock that is gallon, quart, or DPC-plug container is credited at 2 square feet. Sizes and heights may vary.

MAINTENANCE PLAN

1. Monitor the plantings twice weekly to reduce transplant stress from water deficiency, nutrient deficiency, invasive species competition, pest damage, and disease.
2. Water as necessary but at least once every ten days without rainfall from May through September, depending on soil moisture levels. Monitor to ensure that overwatering does not occur.
3. If needed, use a low nitrogen, slow-release fertilizer in late fall or early spring.
4. Two years from the planting date, the plantings shall be inspected and assessed to determine the need for replacement plantings.

*****See "Maintenance/Warranty Agreement" Attachment**

MONITORING & REQUIRED SURVIVAL

1. The planting area will be monitored for two years from the planting date. 100% survival of plant the planting plan is required. Any plants that do not survive must be replaced.
2. If the local government determines that the survival is not adequate, the monitoring period may be extended and, additional inspections required at the local government's discretion.

*****See "Maintenance/Warranty Agreement" Attachment**

BUFFER MANAGEMENT & PROTECTION STANDARDS

1. Removal of natural vegetation within the Buffer and expanded Buffer is prohibited. Cutting, clearing, pruning, and removal of invasive or noxious vegetation are permitted only in accordance with and as shown on this Buffer Management Plan.
2. The Buffer on this property shall be planted in accordance with this Buffer Management Plan. All existing and planted vegetation within the Buffer shall be permanently maintained and may not be cut, cleared, or removed. Survival of the new plantings shall be described in the monitoring and required survival notes.
3. New lawn areas shall not be created within the Buffer unless special circumstances exist, and they are specifically addressed in this Buffer Management Plan.
4. This Buffer Management Plan may be amended or modified, subject to approval by the local government. Additional information can be obtained from the planning and zoning office at

301-475-4200 EXT. 71500

Phone

23150 LEONARD HALL DRIVE LEONARDTOWN, MD 20650

Address

CERTIFICATION

I certify that the information submitted on this plan and form are true and accurate to the best of my knowledge and belief. I understand that local government personnel will contact me and arrange to inspect the work. I will abide by this plan as submitted and approved and will not conduct any work beyond the limits of this plan.

Property Owner Signature

Date

INSPECTION AGREEMENT

I, _____(Print Name), the owner of the subject property addressed herein, do hereby grant permission to the approving authority to access my property for the purpose of inspecting the plantings at the appropriate times.

Property Owner Signature

Date

BUFFER MANAGEMENT PLAN APPROVAL

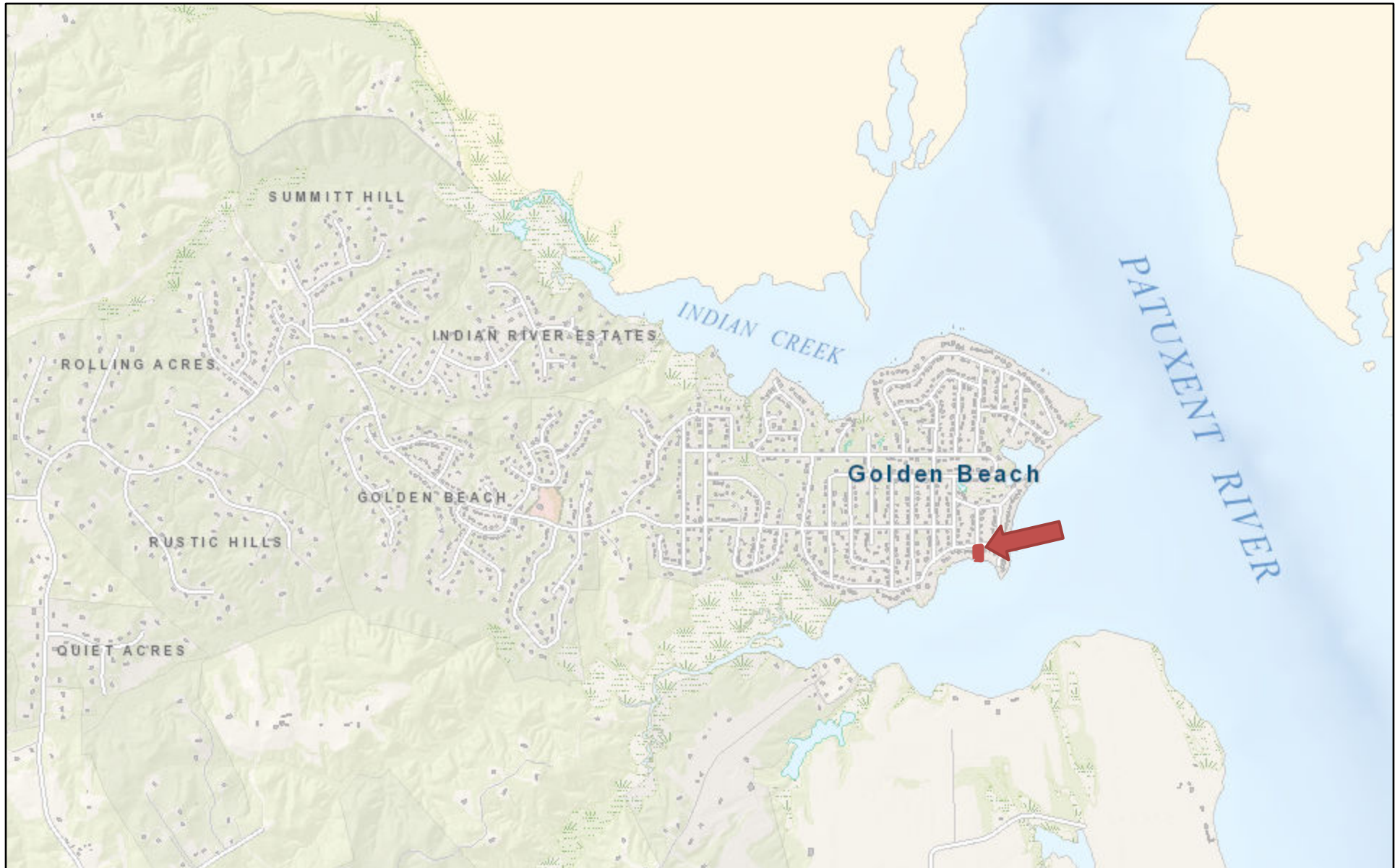
This Buffer Management Plan has been reviewed and approved for consistency with the local Critical Area Program and the provisions of COMAR 27.01.09.01-1-8.

County Staff Representative Signature

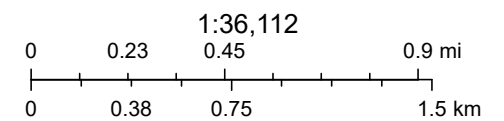
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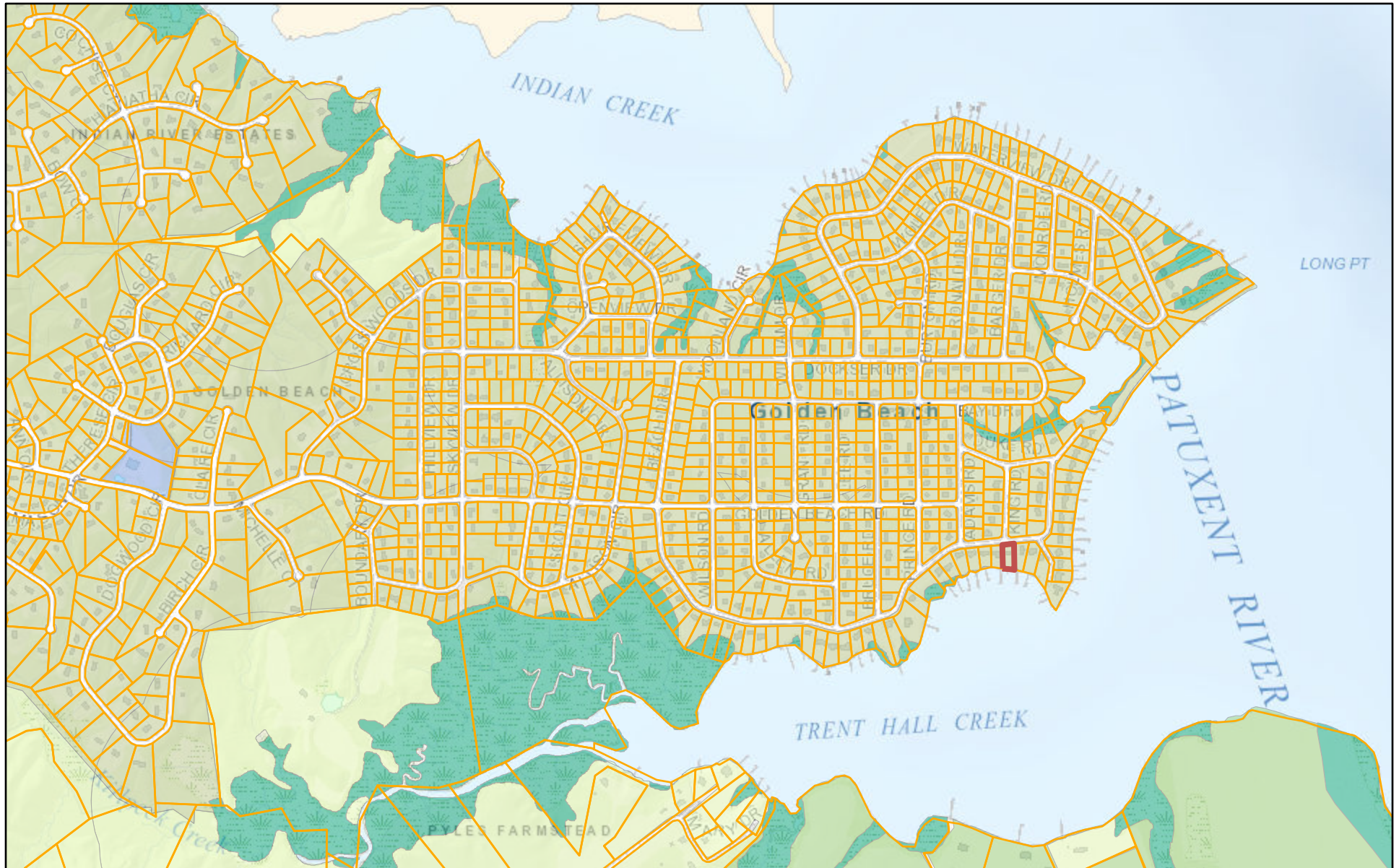
Location Map McLaughlin VAAP 23-0534



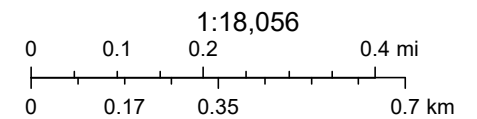
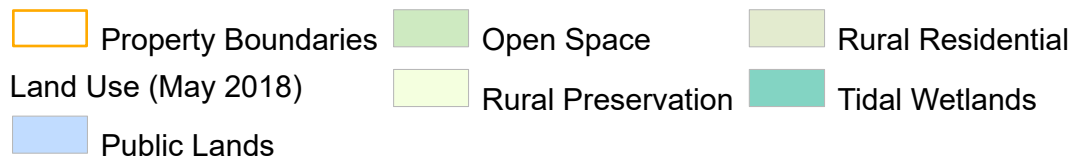
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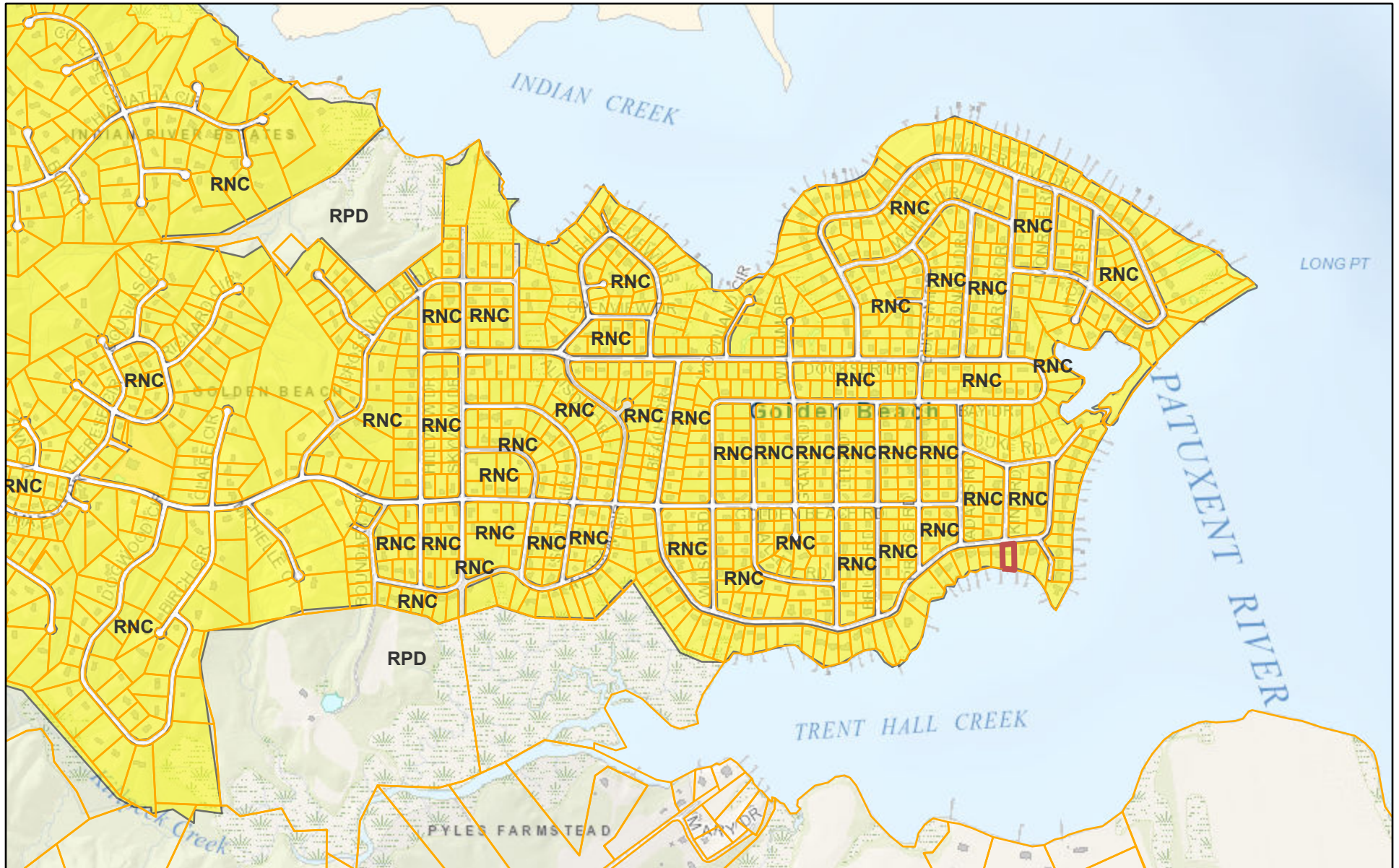
Land Use Map McLaughlin VAAP 23-0534



1/28/2025, 3:25:54 PM



Zoning Map McLaughlin VAAP 23-0534



1/28/2025, 3:28:48 PM

Property Boundaries Zoning (Sep 2019)
RNC

1:18,056
0 0.1 0.2 0.4 mi
0 0.17 0.35 0.7 km

Wes Moore
Governor
Aruna Miller
Lt. Governor



Erik Fisher
Chair
Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

February 3, 2025

Ms. Stacy Clements
St. Mary's County Government
Department of Land Use and Growth Management
P O Box 653
Leonardtown, Maryland 20650

Re: MCLAUGHLIN 23-0534, 40405 Beach Drive (Lot 438, Plat 2, Section 2, Golden Beach) After-the-fact Variance

Dear Ms. Clements:

Thank you for providing information regarding the above-referenced variance request to legalize unpermitted disturbance in the 100-foot Buffer. The applicant is seeking to legalize unpermitted fill and installation of an erosion control measure (revetment) in the Buffer. The water-front property is approximately 22,124 square feet and located entirely within the Critical Area on lands designated as Limited Development Area (LDA).

After-the-Fact Requirements in Critical Area Law

Under COMAR 27.01.12.06, in order for the County to accept an application for a variance, the County must first cite the violation and issue a fine. After communications with St. Mary's County, the applicant was served a notice of violation, paid all applicable fees, and all enforcement provisions for the violation have been resolved.

Further, the applicant must prepare a mitigation plan. The mitigation plan is required to provide 4:1 mitigation for the impacts to the Buffer from the disturbance. The applicant must perform the abatement measures in the mitigation plan before the Board of Appeals may issue a decision. If the Board of Appeals approves the variance, the applicant is required to provide an additional 3:1 mitigation for the disturbance. Under Critical Area law, application for the variance waives the right to appeal the notice of violation for the revetment and fill.

Buffer Mitigation Plan

The applicant has prepared and submitted a major buffer management plan to St. Mary's County. The after-the-fact Buffer disturbance totals 1,441 square feet, including 661 square feet of fill, 30 square feet of under rock, and 750 square feet of revetment. The buffer management plan is proposing to plant 10,087 square feet to mitigate for the after-the-fact variance at a ratio of 7:1 in accordance with COMAR 27.01.09.01-2.H (4:1 for a violation and 3:1 for a variance).

February 3, 2025
Ms. Clements
McLaughlin ATF
Page 2 of 2

Finally, in order to grant this variance request, the Board of Appeals must find that all variance standards have been met, including that of unwarranted hardship.

Please include this letter as part of the record file and provide us with a copy of the Board's decision. If you have any questions about these comments, please feel free to contact me at 410-260-3467 or michael.macon2@maryland.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Macon', with a long horizontal flourish extending to the right.

Michael Macon
Nature Resources Planner

cc: Amanda Yowell, St. Mary's County