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

## PLANTING AGREEMENT

**THIS PLANTING AGREEMENT** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_, ("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 Enter Date Here, which is recorded among the Land Records of St. Mary's County, Maryland, in Liber 0000, Folio 000, and which is located at Enter Address Here as shown on Tax Map 00, Parcel 00 and reflected as Tax ID # 000000000 (hereinafter referred to as the "Subject Property");

**WHEREAS**, the Owner is seeking approval of the Planting Agreement (Project #) to develop the property located at Enter Address Here (hereinafter referred to as the "Project Property");

**WHEREAS**, the parties have expressly entered into this agreement to ensure protection and survival requirements for the planting areas required for reforestation or afforestation, and to mitigate the adverse impacts of development in the designated area(s) pursuant to the St. Mary's County Zoning Ordinance, Chapter 75, Forest Conservation and the State Forest Conservation Technical Manual. The parties herein agree to the measures listed below in accordance with the St. Mary's County Zoning Ordinance, and with all applicable county, state, and federal laws and regulations for conservation of the natural resources within St. Mary's County.

**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. **A cash bond, surety bond or letter of credit will be posted in the sum of \$0.00 to the County, under the terms of this agreement.** This bond shall be held by the County for one (1) year after the completion of the project to ensure that the Applicant is in compliance with the terms of the Planting Plan. The Department 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 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:
    - i. **0.00 square feet (0.00 acres)** of one (1) six-foot (6') tall, one-and-a-half inch (1.5") in diameter, nursery stock trees (species to be native to the Coastal Plain in Maryland); for each 400 square foot of coverage; or

- ii. **0 Square feet**, of whip and seedling stock, at a density of 700 plants per acre, with an expected mortality rate of no fewer than 55 percent, at the end of a two year monitoring period.
  - B) Required plantings shall be installed by **Enter Date** or prior to the issuance of a Certificate of Occupancy whichever comes first. Upon completion of the planting the applicant shall notify the Office of Land Use and Growth Management for an inspection.
  - C) A 60% survival rate after one (1) year after the inspection must be guaranteed by the undersigned, this agreement includes replanting after one year if necessary to achieve the survival rate.
- 3. In the event that the conservation measures contained herein, as practiced in the field do not meet the requirements of this Agreement, the County shall require revisions to the Planting Agreement. 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.
- 4. If there are any deficiencies from the terms of this Agreement at the time of the final inspection, no Certificate of Occupancy will be issued on the project until such deficiencies are corrected to the terms of this Agreement.
- 5. In the event the Applicant breaches the Planting Agreement and fails to cure any breach within thirty (30) days of notice of a breach, the Applicant shall forfeit any bonds. The bonds shall be used by the County to restore the Forest Conservation Area. If the bonds are insufficient to pay the costs of restoration, the Applicant shall reimburse the County for any additional out of pocket expenses incurred in the restoration within thirty (30) days of written request, including copies of all paid invoices. If Owner does not timely reimburse County, the additional costs and expenses incurred by County, the County may place a lien against said property for all monies due and owing to the County.
- 6. 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 pursuant to the terms of this Agreement.
- 7. It is expressly agreed by all parties 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, for forest conservation. The parties further agree that this is a two (2) year Planting Agreement and shall be governed and construed by the laws of the State of Maryland.

(signatures appear on the pages that follow)

WITNESS the hand and seal of the parties:

**OWNER:**

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

\_\_\_\_\_ (title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ (insert name), who is the \_\_\_\_\_ (insert title), and acknowledged the foregoing to be his/her duly authorized act.

AS WITNESS my hand and Notarial Seal:

\_\_\_\_\_ (signature)

Notary Public

My commission expires: \_\_\_\_\_

**COUNTY:**

\_\_\_\_\_ (signature)

David A. Weiskopf

County Administrator

Commissioners of St. Mary's County

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**OFFICE USE ONLY:**

Reviewed and Approved for Signature by County Administrator

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

\_\_\_\_\_  
Date