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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Ownership of 33 Chestnut Lane is not independently confirmed. The arborist report says the owner was "reported by client as Dennis Varga" [arborist_report.pdf p.1]. Please confirm the owner of record and whether Mr. Varga is represented or has a homeowner's insurer to receive this letter.
- Total of $8,305.00 is as read from the bills and the client's list. Please check the arithmetic and each line. The deductible and tree-removal balance come from the insurer letter and the client's own list. The file has no proof that she paid them.
- Stump grinding ($425.00) is an estimate only (Estimate 7751), not an invoice. Please confirm the work was done and paid. The estimate says "31 Chestnut Lane side," but the broken base was at 33 Chestnut Lane [storm_damage_photo_log.pdf p.1]. Please clarify.
- The client's insurer, Harborline Mutual, paid $9,570.00 (roof) and $1,000.00 (tree removal) [invoices_and_insurance.pdf p.1]. Please check whether Harborline has a subrogation interest and whether we should disclose these payments to Mr. Varga. The draft reserves rights generally.
- The remaining trunk (about 15 ft, dead, leaning toward the client's yard) is documented only by the Photo 6 entry dated October 3, 2026. No arborist has assessed it. Please confirm its current condition and that it stands on Mr. Varga's side of the line.
- The arborist's note on the canopy in the prior growing season relies on client photos from August 2025 [arborist_report.pdf p.1]. Those photos are not in the file.
- [VERIFY: Maryland rule on tree damage and any increased damages] and [VERIFY: Glen Harlow ordinance on hazardous trees]. No statutes, multipliers or deadlines are cited in this draft.
- Placeholders remain for the demand amount, action date, response deadline, letter date, delivery method, firm address and Mr. Varga's ZIP code.

Thornbury Ellis LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Dennis Varga
33 Chestnut Lane
Glen Harlow, Maryland [ADD: ZIP]

Re: Fallen silver maple and remaining dead trunk, 33 Chestnut Lane. Our client: Rosalind Okafor, 31 Chestnut Lane. Date of loss: July 9, 2026

Dear Mr. Varga:

Introduction

We represent Rosalind Okafor, of 31 Chestnut Lane, Glen Harlow, Maryland, regarding the silver maple tree on your property at 33 Chestnut Lane. On July 9, 2026, the tree fell onto our client's house and backyard. A dead section of the trunk remains standing. This letter asks you to remove that remaining trunk section and to reimburse our client's out-of-pocket losses.

What happened

On February 18, 2026, a certified arborist, Martin Achterberg of Canopy Point Arbor Services, assessed the silver maple at our client's request. He found the tree to be about 70 feet tall, growing on 33 Chestnut Lane about 6 feet from the property line with 31 Chestnut Lane [arborist_report.pdf p.1]. His findings included a large cavity and fungal conks at the base, a trunk lean of about 12 degrees toward our client's house, bark sloughing on the main leaders, and dead limbs over our client's roof [arborist_report.pdf p.1]. He concluded that the tree "is dead or in advanced decline with significant decay at the base," that the risk of whole-tree failure toward 31 Chestnut Lane is high, and that the tree owner should remove it as soon as possible [arborist_report.pdf p.1].

Our client sent you a letter dated February 23, 2026, by certified mail, enclosing the arborist's report. The letter asked when you could have the tree taken down [warning_letter_and_texts.pdf p.1]. You signed for it on February 26, 2026 [warning_letter_and_texts.pdf p.1].

On March 30, 2026, you responded by text: "Got it. Tree guys are expensive. It's been fine for years." [warning_letter_and_texts.pdf p.1]. On May 11, 2026, our client texted that another large limb had come down in her yard the night before and asked you to take care of the tree. You replied, "I'll look into it this summer." [warning_letter_and_texts.pdf p.1].

On May 14, 2026, our client filed Complaint 26-0614 with Glen Harlow Code Enforcement. An inspector visited on May 28, 2026. A notice to the owner of 33 Chestnut Lane dated June 2, 2026 stated: "Hazardous tree observed. Owner should consult a tree professional." [warning_letter_and_texts.pdf p.1]. No further action is recorded [warning_letter_and_texts.pdf p.1].

On July 9, 2026, at about 6:40 PM, during a thunderstorm, the maple broke at the base and fell onto the house and backyard at 31 Chestnut Lane [storm_damage_photo_log.pdf p.1]. The Glen Harlow Fire Company recorded a large tree down on the roof of our client's residence, originating from the adjoining property, with no injuries (Incident 26-1192)

[storm_damage_photo_log.pdf p.1]. Our client's photographs show the trunk across the rear roof with the broken base visible at 33 Chestnut Lane, and the decayed, hollow base of the broken trunk [storm_damage_photo_log.pdf p.1].

A photograph taken October 3, 2026 shows the remaining standing trunk section on 33 Chestnut Lane. It is about 15 feet tall, dead, and leaning toward our client's yard [storm_damage_photo_log.pdf p.1].

We believe these facts support claims for negligence, nuisance and trespass [VERIFY: Maryland rule on tree damage and any increased damages] [VERIFY: Glen Harlow ordinance on hazardous trees].

Harm to our client

The fallen tree crushed a section of the roof over our client's back bedroom, leaving daylight visible through the decking, and flattened a 24-foot section of wood fence [storm_damage_photo_log.pdf p.1]. Our client paid for emergency removal of the tree from her roof and yard. Her homeowner's insurer, Harborline Mutual Insurance Company, approved the roof tarp ($650.00) and roof repair ($11,420.00), for a covered total of $12,070.00, less her $2,500.00 deductible. It paid $9,570.00 on that portion [invoices_and_insurance.pdf p.1]. It paid $1,000.00 toward tree removal, the policy limit, and stated that fences are not covered under her dwelling coverage for this loss [invoices_and_insurance.pdf p.1].

The amounts our client has borne herself are as follows:

Item	Date	Amount	Source
Arborist assessment and report (Canopy Point Arbor Services)	February 18, 2026	$350.00	[arborist_report.pdf p.1]
Emergency crane removal of fallen maple (Pinehurst Invoice 7719, $3,850.00, less $1,000.00 paid by insurer)	July 10, 2026	$2,850.00	[invoices_and_insurance.pdf p.1]
Insurance deductible (Claim letter)	August 28, 2026	$2,500.00	[invoices_and_insurance.pdf p.1]
Replace 24 ft of wood privacy fence (Fairway Invoice 0932)	August 21, 2026	$2,180.00	[invoices_and_insurance.pdf p.1]
Stump grinding and cleanup (Pinehurst Estimate 7751, estimate only)	September 30, 2026	$425.00	[invoices_and_insurance.pdf p.1]

Total (as read from the bills): $8,305.00

Our client also continues to face the risk posed by the remaining dead trunk, which leans toward her yard [storm_damage_photo_log.pdf p.1].

Demand

On behalf of our client, we demand that you:

- Remove the remaining dead trunk section on 33 Chestnut Lane by [ADD: action date]; and
- Pay our client [ADD: demand amount] to reimburse her out-of-pocket losses described above.

Please respond in writing by [ADD: response deadline]. We also ask that you forward this letter to your homeowner's insurance carrier, if any, and send us that carrier's name and claim contact.

Our client reserves all rights and remedies, including with respect to any amounts paid by her insurer and any further damage or costs arising from this event or the remaining trunk. Nothing in this letter waives any right or claim.

Sincerely,

Vivian A. Thornbury
Thornbury Ellis LLC