

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 2:16-cv-60
)	
GEORGIA COASTAL LAND CO.,)	
PROVIDENT LAND HOLDINGS CO.,)	
PROVIDENT CONSTRUCTION CO., and)	
WILLIAM L. NUTTING,)	
)	
Defendants.)	

CONSENT DECREE

WHEREAS, Plaintiff United States of America, by the authority of the Attorney General, and at the request of the Secretary of the United States Department of the Army, acting through the United States Army Corps of Engineers (the “Corps”), has filed, concurrently with the lodging of this Consent Decree, a Second Amended Complaint in this action alleging that Defendants Georgia Coastal Land Company, Provident Land Holdings Company, Provident Construction Company, and William L. Nutting (collectively “Defendants”) violated and remain in violation of the Clean Water Act (“CWA”) sections 301(a), 309(g)(9), and 404(s), 33 U.S.C. §§ 1311(a), 1319(g)(9), 1344(s);

WHEREAS, the Second Amended Complaint alleges that Georgia Coastal Land Company and William L. Nutting (collectively “Crawford Defendants”) violated CWA section 301(a) by discharging dredged or fill material into waters of the United States on real property known as the Crawford Subdivision in Long County, Georgia and on real property known as the Vickers Hill Subdivision in Long County, Georgia without authorization by the Corps;

WHEREAS, the Second Amended Complaint further alleges that the Crawford Defendants violated CWA section 404(s) by violating a condition or limitation of a permit issued by the Corps pursuant to CWA section 404 in connection with the Crawford Subdivision;

WHEREAS, on March 24, 2014, the Corps issued an Administrative Penalty Order, under CWA section 309(g)(1), directing the Crawford Defendants to pay \$32,500 for violations in connection with the Crawford Subdivision, and this administrative penalty remains unpaid;

WHEREAS, the Second Amended Complaint alleges that Provident Land Holdings Company, Provident Construction Company, and William L. Nutting (collectively, "Murray Defendants") violated CWA section 301(a) by discharging dredged or fill material into waters of the United States on real property known as the Murray Crossing Phase IV Subdivision in Long County, Georgia without authorization by the Corps;

WHEREAS, the Second Amended Complaint requests that the Court award penalties pursuant to the Administrative Penalty Order, plus interest, attorney's fees and costs, and a non-payment penalty;

WHEREAS, the Second Amended Complaint further requests that the Court award injunctive relief and civil penalties;

WHEREAS, Defendants submitted evidence to the United States regarding their ability to pay a civil penalty and constraints on cash flow;

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid further litigation between the United States and Defendants, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, before the taking of any trial testimony, and without the adjudication or

admission of any issue of fact or law except as provided in Section I of this Consent Decree, and with the consent of the Parties by their authorized representative, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION, VENUE, AND SUFFICIENCY OF COMPLAINT

1. This Court has jurisdiction over the subject matter of this action and over the Parties pursuant to CWA sections 309(b), (d), (g)(9) and 404(s), 33 U.S.C. §§ 1319(b), (d) (g)(9), 1344(s), and 28 U.S.C. §§ 1331, 1345, and 1355.
2. Venue is proper in the Southern District of Georgia pursuant to CWA sections 309(b) and 404(s), 33 U.S.C. §§ 1319(b) and 1344(s), and 28 U.S.C. § 1391(b) and (c).
3. For purposes of this Consent Decree, including any action to enforce this Consent Decree, Defendants consent to this Court's jurisdiction and venue.
4. For purposes of this Consent Decree, including any action to enforce this Consent Decree, the Parties agree, and the Court finds, that the Second Amended Complaint states claims upon which relief can be granted pursuant to CWA sections 301(a), 309(d), (g)(9), and 404(s), 33 U.S.C. §§ 1311(a), 1319(d), (g)(9), and 404(s). The Parties further agree, and the Court finds, that amendment is proper under Federal Rules of Civil Procedure 15(a)(2).

II. APPLICABILITY

5. This Consent Decree applies to and is binding upon the United States, and upon Defendants and any successors, assigns, or other persons otherwise bound by law whether or not such person has notice of this Consent Decree.
6. No transfer by the Crawford Defendants of the Crawford Subdivision or any portion thereof shall relieve Defendants of their obligations in this Consent Decree to pay assessed penalties, purchase required credits or perform restoration as set forth herein. As a

condition of any such transfer, Crawford Defendants shall reserve all rights necessary to comply with this Consent Decree. At least 30 days prior to such transfer, Crawford Defendants shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to the United States at the addresses specified in Section XI of this Consent Decree, if any portion of the property to be transferred will affect the Defendant's ability to comply with the restoration requirements in this Consent Decree. Any attempted or actual transfer of ownership or control of the Crawford Restoration Area without complying with this Paragraph constitutes a violation of this Consent Decree.

7. No transfer by the Murray Defendants of the Murray Crossing Phase IV Subdivision or any portion thereof shall relieve Defendants of their obligations in this Consent Decree to pay assessed penalties, purchase required credits or perform restoration as set forth herein. As a condition of any such transfer, Murray Defendants shall reserve all rights necessary to comply with this Consent Decree. At least 30 days prior to such transfer, Murray Defendants shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to the United States at the addresses specified in Section XI of this Consent Decree, if any portion of the property to be transferred will affect the Defendant's ability to comply with the restoration requirements in this Consent Decree. Any attempted or actual transfer of ownership or control of the Murray Restoration Areas or any portion thereof without complying with this Paragraph constitutes a violation of this Consent Decree.

8. Defendants shall provide a copy of this Consent Decree to all officers and agents whose duties might reasonably include compliance with any provision of this Consent Decree,

including, for example, any contractor or consultant retained to perform Work or monitoring and maintenance required under this Consent Decree. To the extent that Defendants retain any contractor or consultant to perform Work, monitoring and maintenance, or any other obligation required under this Consent Decree, Defendants shall condition any such contract upon performance that conforms to the terms of this Consent Decree.

9. In any action to enforce this Consent Decree, Defendants shall not raise as a defense the failure by any of its officers, directors, employees, agents, contractors, or consultants to take any actions necessary to comply with this Consent Decree.

III. DEFINITIONS

10. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA shall have the meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Consent Decree.

11. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

“Consent Decree” shall mean this Consent Decree; the Appendices attached hereto and listed in Section XX of this Consent Decree; all Deliverables approved by the Corps in accordance with Section XIV of this Consent Decree; and all modifications made effective in accordance with Section XV of this Consent Decree.

“Corps” shall mean the United States Army Corps of Engineers and any of its successor departments or agencies.

“Crawford Defendants” shall mean Georgia Coastal Land Company and William L. Nutting.

“Crawford Subdivision” shall mean the approximately 382.92-acre housing development

owned or controlled or partially owned or controlled by Defendants and located north of Georgia Highway 84 and west of DeLoach Road in Long County, Georgia.

“Crawford Restoration Area” shall mean the areas within the Crawford Subdivision, as shown in Appendix B and designated in Appendix B to be restored, monitored, and maintained.

“CWA” shall mean the Clean Water Act, 33 U.S.C. §§ 1251-1387.

“Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

“Defendants” shall mean Georgia Coastal Land Company, Provident Land Holdings Company, Provident Construction Company, and William L. Nutting.

“Deliverable” shall mean any document that this Consent Decree requires or allows to be submitted to the Corps for its review and approval pursuant to Section XIV of this Consent Decree. Examples of Deliverables include: Defendants’ proposal to perform restoration at the Murray Restoration Areas as required by Paragraph 31.c of this Consent Decree; monitoring and maintenance reports as required under Paragraphs 30 and 32; and the annual report required under Paragraph 35.

“Earth moving activities” shall mean any activity, whether by mechanical or manual means, that involves the removal, movement, placement or displacement of more than a de minimis amount of soil. Examples of earth moving activities include, but are not limited to, excavation, digging, filling, grading, mechanized land clearing, side casting, and dredging. For purposes of this Consent Decree, earth moving activities do not include re-paving (but do include widening) already paved roads or driveways or planting or farming activities that occur at least

20 feet away from any river, stream, creek, channel, lake, pond, marsh, bog, wetland, or other similar aquatic resource, whether natural or artificially created.

“Effective Date” shall mean the date on which this Consent Decree is entered by the Court; the Effective Date is not any earlier date on which the Parties sign this Consent Decree.

“Murray Crossing Phase IV Subdivision” shall mean the approximately 25.46-acre plot of land owned or controlled by Defendants that is in development to become the fourth phase of an existing residential subdivision in Long County, Georgia and is located north and east of Archie Way NE.

“Murray Defendants” shall mean Provident Land Holdings Company, Provident Construction Company, and William L. Nutting.

“Murray Restoration Areas” shall mean the areas within the Murray Crossing Phase IV Subdivision totaling 4.53 acres, as shown in Appendix C, and includes the following areas:

“Area 1,” a 0.3-acre area located northeast of the property owned by Defendants.

“Area 2,” a 0.95-acre area located near the north corner of the property.

“Area 3,” a 0.17-acre area located near the northeast edge of the property.

“Area 4,” a 0.54-acre area located near the east corner of the property.

“Area 5,” a 2.57-acre area located near the southeast corner of the property.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral.

“Parties” shall mean the United States and Defendants.

“Second Amended Complaint” shall mean the Second Amended Complaint, the filing of which is stipulated to by Defendants, which is being filed by the United States in this action concurrently with the lodging of this Consent Decree.

“Section” shall mean, except when citing a provision of the CWA or regulations, a

portion of this Consent Decree identified by a Roman numeral.

“Sites” shall mean the Crawford Subdivision, the Vickers Hill Subdivision, and the Murray Crossing Phase IV Subdivision.

“United States” shall mean the United States of America, acting on behalf of the Corps.

“Vickers Hill Subdivision” shall mean the approximately 521-acre housing development platted for 160 residential lots owned or controlled or partially owned or controlled by Defendants and located north of Georgia Highway 57 and east of Georgia Highway 84 in Long County, Georgia.

“Work” shall mean on-the-ground restoration, monitoring, and maintenance activities that Defendants are required to perform, or otherwise agree to undertake, pursuant to Paragraphs 29 through 32 of this Consent Decree.

IV. SCOPE, EFFECT, AND RESERVATION OF RIGHTS

12. This Consent Decree resolves the civil claims of the United States for the violations of the CWA alleged in the Second Amended Complaint, subject to Defendants’ compliance with this Consent Decree.

13. It is the express purpose of the Parties in entering this Consent Decree to further the objectives set forth in CWA section 101, 33 U.S.C. § 1251.

14. Defendants’ obligations under this Consent Decree are joint and several.

15. The Parties acknowledge that, as of the Effective Date of this Consent Decree, Nationwide Permit 32, part ii found at 82 Fed. Reg. 1860, 1992 (Jan. 6, 2017), provides CWA section 404 authorization, subject to the conditions provided in Nationwide Permit 32 and this Consent Decree, for any dredged or fill material that was placed at the Sites in conjunction with discharges alleged to be violations of the CWA in the Second Amended Complaint. The Parties

acknowledge that Nationwide Permit 32 provides CWA section 404 authorization for the discharge of dredged or fill material insofar as such discharge is necessary for Defendants to fulfill the requirements of Paragraphs 29 through 32 of this Consent Decree, with such authorization being subject to the conditions provided in Nationwide Permit 32 and this Consent Decree.

16. This Consent Decree is not and shall not be interpreted to be a permit, or modification of any existing or future permit, under any federal, state, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth in this Consent Decree. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA beyond the scope of Nationwide Permit 32, or with any other provisions of federal, state, or local laws, regulations, or permits.

17. Except as provided in Paragraph 15, nothing in this Consent Decree shall limit the ability of the Corps to issue, modify, suspend, revoke, or deny any individual permit or any nationwide or regional general permit, nor shall this Consent Decree limit the United States Environmental Protection Agency's ability to exercise its authority pursuant to CWA section 404(c), 33 U.S.C. § 1344(c).

18. This Consent Decree in no way affects the rights of the United States as against any person not a party to this Consent Decree.

19. The United States reserves all legal and equitable remedies available to enforce

this Consent Decree and applicable law, except as expressly stated in Paragraph 12 of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain remedies under the CWA or its implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 12 of this Consent Decree.

20. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law.

21. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

V. REMEDIAL PROVISIONS

ADMINISTRATIVE AND CIVIL PENALTY

22. Payment of an Administrative Penalty

a. Defendants shall pay the outstanding administrative penalty of thirty-two thousand five hundred dollars (\$32,500) to the United States as specified in the subparagraphs below (i.e., Paragraphs 22.b. and 22.c).

b. No later than October 9, 2018, Defendants shall pay seventeen thousand five hundred dollars (\$17,500) of that amount. No later than January 10, 2019, Defendants shall pay the remaining fifteen thousand dollars (\$15,000) of that amount.

c. Notwithstanding the deadlines in Paragraph 22.b, if Defendants sell residential lots at the Crawford Subdivision of Vickers Hill Subdivision prior to the deadlines listed in Paragraph 22.b, Defendants shall, no later than thirty (30) days after the closing of each such

sale, pay an amount no less than one thousand dollars (\$1,000) per lot sale toward the amount Defendants are required to pay under Paragraph 22.a.

23. Payment of a Civil Penalty

Defendants shall pay a civil penalty to the United States in the amount of three-hundred thousand dollars (\$300,000) as specified in certain subparagraphs below (i.e., Paragraph 23.a, 23.c, and 23.e). However, if Defendants fully comply with Paragraphs 33 and 35 and provide documentation of their full compliance to the United States, Defendants shall pay a different civil penalty as specified in certain subparagraphs below (i.e., Paragraph 23.b, 23.d, and 23.f).

a. Third Year Penalty: In the third year following entry of this Consent Decree, Defendants shall pay a civil penalty of one hundred thousand dollars (\$100,000) no later than April 10, 2020.

b. Third Year Conditional Penalty: If Defendants fully comply with all requirements of Paragraphs 33 and 35 that are applicable prior to April 10, 2020 and provide documentation of their full compliance to the United States, Defendants shall pay a civil penalty to the United States in the amount of twenty thousand dollars (\$20,000) no later than April 10, 2020.

c. Fourth Year Penalty: In the fourth year following entry of this Consent Decree, Defendants shall pay a civil penalty of one hundred thousand dollars (\$100,000) no later than April 10, 2021.

d. Fourth Year Conditional Penalty: If Defendants fully comply with all requirements of Paragraphs 33 and 35 that are applicable prior to April 10, 2021 and provide documentation of their full compliance to the United States, Defendants shall pay a civil penalty to the United States in the amount of twenty-five thousand dollars (\$25,000) separate and apart

from the amount due under Paragraph 23.b no later than April 10, 2021.

e. Fifth Year Penalty: In the fourth year following entry of this Consent Decree, Defendants shall pay a civil penalty of one hundred thousand dollars (\$100,000) no later than April 10, 2022.

f. Fifth Year Conditional Penalty: If Defendants fully comply with all requirements of Paragraphs 33 and 35 that are applicable prior to April 10, 2022 and provide documentation of their full compliance to the United States, Defendants shall pay a civil penalty to the United States in the amount of thirty thousand dollars (\$30,000) separate and apart from the amounts due under Paragraph 23.b and 23.d no later than April 10, 2022.

24. Defendants shall make the payments required by Paragraphs 22 and 23 in accordance with written instructions to be provided to Defendants by the United States Department of Justice following entry of this Consent Decree.

25. No later than ten (10) days of each payment required under Paragraphs 22 and 23, Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree. This notice requirement shall not affect whether the conditional penalty provisions under Paragraphs 23.b, 23.d, and 23.f shall apply.

26. Defendants shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section X in calculating any federal income tax owed.

INJUNCTIVE RELIEF

27. Prohibitory Injunction: Except as in accordance with this Consent Decree, Defendants are enjoined from discharging any pollutant into the Altamaha River, Doctors Creek, Jones Creek, or any other body of water that contributes its flow to the Altamaha River unless such discharge complies with the provisions of the CWA and its implementing regulations.

28. Purchase of Mitigation Credits: Defendants shall purchase forty-eight (48) wetland mitigation credits, as specified in the subparagraphs below.

a. Within sixty (60) days of the Effective Date of this Consent Decree, Defendants shall purchase thirty-two (32) wetland mitigation credits, but in no event more than \$52,000 worth of mitigation credits, from the Broxton Rocks Wetland Mitigation Bank. To the extent that the requisite wetland mitigation credits are not available from the Broxton Rocks Wetland Mitigation Bank, Defendants shall purchase the balance of required mitigation credits from the Wilkinson-Oconee Mitigation Bank and/or the Oohoopee River Mitigation Bank. If the balance of mitigation credits are not available from the Wilkinson-Oconee Mitigation Bank or the Oohoopee River Mitigation Bank, Defendants must submit to the Corps, to be reviewed as a Deliverable pursuant to Section XIV of this Consent Decree, a written proposal to purchase the required mitigation credits from another source.

b. No later than April 10, 2018, Defendants shall purchase sixteen (16) wetland mitigation credits, but in no event more than \$25,600 worth of mitigation credits, from the Broxton Rocks Wetland Mitigation Bank. To the extent that the requisite wetland mitigation credits are not available from the Broxton Rocks Wetland Mitigation Bank, Defendants shall purchase the balance of required mitigation credits from the Wilkinson-Oconee Mitigation Bank or the Oohoopee River Mitigation Bank. If the balance of mitigation credits are not available from the Wilkinson-Oconee Mitigation Bank or the Oohoopee River Mitigation Bank, Defendants must submit to the Corps, to be reviewed as a Deliverable pursuant to Section XIV of this Consent Decree, a written proposal to purchase the required mitigation credits from another source.

c. Within ten (10) days of each purchase of mitigation credits, Defendants shall provide a copy of the purchase receipt to the United States at the addresses specified in Section XI of this Consent Decree.

29. Work at the Crawford Restoration Area: No later than April 30, 2017, Defendants shall complete all Work in the Crawford Restoration Area as specified in paragraphs 4.a and 4.b of the Non-Judicial Settlement Agreement attached as Appendix A and in the approved restoration plan attached as Appendix B. Within thirty (30) days of completion of this Work at the Crawford Subdivision, Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree. Such notice shall include exhibits as specified in paragraph 5 of the Non-Judicial Settlement Agreement in Appendix A.

30. Monitoring and Maintenance at the Crawford Subdivision: Defendants shall monitor and maintain relevant portions of the Crawford Restoration Area in accordance with paragraphs 6 and 7 of the Non-Judicial Settlement Agreement attached as Appendix A and in the approved restoration plan attached as Appendix B. Defendants shall conduct such monitoring and maintenance for a minimum of three years, as specified in Appendix A, and shall provide written notices to the Corps as specified in Appendix A.

31. Work at the Murray Restoration Areas: Defendants shall perform Work in the Murray Restoration Areas, the boundaries of which are described in Appendix C, as described in the subparagraphs below.

a. No later than sixty (60) days after the Effective Date of this Consent Decree, Defendants shall stake and flag in the field the restoration boundaries of the Murray Restoration Areas as shown in Appendix C. Within five (5) days of completion, Defendants shall notify the Corps. Within ten (10) days of notification, the Corps may, at its discretion, perform an on-site

inspection to verify that the flags have been placed in accordance with the boundaries shown in Appendix C. The Corps shall have final authority to determine whether the flags have been placed according to the boundaries shown in Appendix C. Once the Corps verifies the location of the flags, Defendants shall install permanent stakes to memorialize the Murray Restoration Areas. If Defendants dispute the Corps determination as to whether the flags have been placed in accordance with the boundaries shown in Appendix C, then the dispute shall be resolved in accordance with Section VIII of this Consent Decree.

b. No later than sixty days (60) after the Effective Date of this Consent Decree, Defendants shall acquire all rights necessary to conduct restoration Work in Area 1, as shown in Appendix C. If Defendants are unable to acquire the rights to perform restoration Work in Area 1, Defendants must, within sixty-five (65) days after the Effective Date of this Consent Decree, notify the Corps and explain, in writing, all of their efforts to acquire the requisite rights. If the Corps determines that Defendants made a reasonable effort, the requirements of Paragraph 31.c shall not apply to Area 1. If the Corps determines that Defendants did not make a reasonable effort, Defendants shall be found to be in violation of Paragraph 31 of this Consent Decree. If Defendants dispute the Corps' finding of a failure to make reasonable efforts, the dispute may be resolved in accordance with Section VIII of this Consent Decree.

c. No later than sixty days (60) days after the Effective Date of this Consent Decree, Defendants, through a qualified and experienced consultant, shall submit to the Corps, for its review as a Deliverable pursuant to Section XIV of this Consent Decree, a written proposal to restore—through fill removal and restoration of the original grade, planting, and sedimentation and erosion control—the Murray Restoration Areas. The proposal shall include:

- A metes and bounds survey of the restoration lines, according to the boundaries shown in Appendix C.
- A planting plan, which shall include a plan for soil fertility and pH sampling prior to planting.
- A sedimentation and erosion control plan for the toe of slope limits within the Murray Restoration Areas.
- A fill removal plan, which shall describe in detail the work to be conducted and the final elevations and contours to be reestablished within the Murray Restoration Areas.
- A description of the location of the disposal site for all fill material to be removed from the Murray Restoration Areas, which shall be placed and retained on uplands.
- A schedule for promptly conducting the restoration Work.

d. Following the Corps' approval of the written proposal referenced in Paragraph 31.c, Defendants shall implement it and complete all Work outlined therein within the timeframes set forth in the Corps-approved proposal. Defendants shall notify the Corps at least five (5) days before they begin Work under the restoration plan. On the first day that Work begins under the restoration plan or anytime thereafter, the Corps may, at its discretion, meet on-site with representatives of Defendants to observe the Work and discuss how to ensure successful restoration. If the Corps performs a site-visit, Defendants shall, within five (5) days following the site-visit, submit to the Corps, for its review as a Deliverable pursuant to Section XIV of this Consent Decree, a memorandum of what was discussed and any additional requirements. This memorandum requirement shall not affect whether the conditional penalty provisions under

Paragraphs 23.b, 23.d, and 23.f shall apply.

e. Within ten (10) days of completion of the Work under the restoration plan, Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree. The Corps may, at its discretion, conduct a final inspection of the completed restoration work, including the upland disposal area. If the Corps performs an inspection, Defendants shall ensure the attendance of a representative knowledgeable of the Work performed under Paragraph 31. Defendants shall, within five (5) days following the final inspection, submit to the Corps, for its review as a Deliverable pursuant to Section XIV of this Consent Decree, a memorandum of what was discussed at the final inspection and any additional requirements. This memorandum requirement shall not affect whether the conditional penalty provisions under Paragraphs 23.b, 23.d, and 23.f shall apply.

32. Monitoring and Maintenance at the Murray Restoration Areas:

a. Within sixty (60) Days of the Effective Date of this Consent Decree, Defendants, through a qualified and experienced consultant, shall submit to the Corps, for its review as a Deliverable pursuant to Section XIV of this Consent Decree, a written proposal for monitoring, adaptive management, and maintenance for successful restoration for the Murray Restoration Areas. Defendants shall propose, among other things, annual interim and final criteria to assess the success of the work, locations and parameters for monitoring, actions to address any failure to meet success criteria, a schedule for annual reporting, and the completion of monitoring and maintenance after a period of between five (5) and seven (7) years.

b. Following the Corps' approval of the written proposal referenced in Paragraph 32.a, Defendants shall comply with it.

c. Within thirty (30) days of completion of all monitoring and maintenance, Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree.

VI. NOTICE AND REPORTING

33. Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree within thirty (30) days of: (a) the purchase of real property by any Defendant, Amy Nutting, or any company owned or controlled by or affiliated with William or Amy Nutting; and (b) any earth moving activities on property owned by any Defendant, Amy Nutting, or any company owned or controlled by William or Amy Nutting that may contain any river, stream, creek, channel, lake, pond, marsh, bog, wetland, or other similar aquatic resource, whether natural or artificially created or altered.

34. Each notice submitted by Defendants under Paragraph 33, as well as all other notices required under this Consent Decree including those in Paragraphs 6 and 7 (for transfer of Crawford Subdivision or Murray Crossing Phase IV Subdivision), Paragraph 25 (for penalty payments), Paragraph 28.c (for purchase of mitigation credits), Paragraphs 29 and 31.b, 31.c, and 31.d (restoration work), and monitoring and maintenance reports required by Paragraphs 30 (Crawford) and 32 (Murray Crossing Phase IV), shall be signed by an official of the submitting party and shall include the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

35. No later than February 1 of each year, beginning in 2018 and ending upon termination of this Consent Decree pursuant to Section XVI, Defendants shall provide an annual

report to the United States at the addresses specified in Section XI that includes:

- a. A list of all real property sold by Defendants, Amy Nutting, or any company owned or controlled by William or Amy Nutting within the past year; and
- b. A statement, signed by an officer of each Defendant, that includes the following certification:

“I certify under penalty of law that I have complied with all notice requirements of this Consent Decree to date. I further certify under penalty of law that I have not, nor has any company under my ownership or control, discharged dredged or fill material into waters of the United States except as in compliance with a permit from the United States Army Corps of Engineers. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

36. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by the CWA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

37. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VII. RETENTION OF RECORDS AND ACCESS

38. Until three (3) years after the termination of this Consent Decree pursuant to Section XVI, Defendants shall retain, and shall instruct its contractors, consultants, and other agents in writing to preserve, all non-identical copies of all documents, records, or other information (including electronically stored information) in its or its contractors' or other agents' possession or control, or that come into its contractors' or other agents' possession or control, and that relate in any manner to Defendants' performance of its obligations under this Consent Decree. At any time during this information-retention period, upon request by the United States,

Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph. If Defendants assert that any information is protected from disclosure under any privilege or protection recognized by federal law, and the United States disputes such assertion, the dispute may be resolved in accordance with Section VIII of this Consent Decree. Defendants' duty with respect to contractors, consultants, and other agents under this Paragraph shall be considered discharged upon Defendants' issuing an instruction as described above to those parties.

39. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right to access to the Sites or any other site relevant to the Work at the Crawford Subdivision and the Murray Crossing Phase IV Subdivision, to assess Defendants' compliance with this Consent Decree and to inspect and review any records required to be kept under this Consent Decree or the CWA. Specifically, the United States may:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States or the Corps in accordance with the terms of this Consent Decree;
- c. obtain samples;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendants' compliance with this Consent Decree.

40. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

VIII. DISPUTE RESOLUTION

41. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section (“Dispute Resolution”) shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendants’ failure to seek resolution of a dispute under this Section shall preclude Defendants from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendants arising under or with respect to this Consent Decree. The United States may, but need not, seek resolution of a dispute under this Section, but the United States’ failure to seek resolution of a dispute under this Section shall not preclude the United States from raising any such issue in support of an action to enforce this Consent Decree.

42. Informal Dispute Resolution. Any dispute subject to Dispute Resolution shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendants send the United States at the addresses specified in Section XI of this Consent Decree a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty-one (21) days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within thirty (30) days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

43. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting

Defendants' position and any supporting documentation relied upon by Defendants.

44. The United States shall serve its Statement of Position within forty-five (45) days of receipt of Defendants' Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

45. Defendants may seek judicial review of the dispute by filing with the Court a motion requesting judicial resolution of the dispute. In any such motion, the standard of review shall be deferential to the United States, and Defendants shall bear the burden of persuading the Court that the United States' Statement of Position is arbitrary, capricious, or otherwise unreasonable in light the objective of the CWA and the purpose of underlying Consent Decree requirements. The motion must be filed within ten (10) days of receipt of the United States' Statement of Position. The motion shall contain a written statement of Defendants' position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree. The timing of the United States' response and Defendants' reply shall be governed by the Court's Local Rules.

46. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Section X of this

Consent Decree. If Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section X of this Consent Decree.

IX. FORCE MAJEURE

47. “Force majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any person controlled by Defendants, or of Defendants’ contractors or consultants that delays or prevents the performance of any obligation under this Consent Decree despite Defendants’ best efforts to fulfill the obligation.

48. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendants shall provide notice to the United States, at the addresses specified in Section XI, within a reasonable time after Defendants first knew or should have known that the event might cause a delay. Defendants shall also provide an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendants’ rationale for attributing such delay to a force majeure event if it intends to assert such a defense; and a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendants shall include with any written notice required by this Section all available documentation.

49. If the United States agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event may be extended for such time as is necessary to complete those obligations.

50. If the United States does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, or does not agree to the extension of time sought by Defendants, then Defendants may invoke Dispute Resolution under Section VIII of this Consent Decree.

51. If Defendants invoke Dispute Resolution under Section VIII of this Consent Decree, Defendants shall have the burden of demonstrating that the delay or anticipated delay has been or will be caused by a force majeure event; the number of days of delay or anticipated delay that was or will be caused by such force majeure event; that the duration of the delay or the extension sought was or will be warranted under the circumstances; that Defendants could not have foreseen and prevented such delay; that Defendants exercised best efforts to prevent, avoid, minimize and mitigate the delay and its effects; and that Defendants complied with the requirements of this Section.

X. STIPULATED PENALTIES

52. Defendants shall be liable for stipulated penalties to the United States for violations of this Consent Decree in accordance with this Section, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Consent Decree, including the terms of any Deliverable or modification approved under this Consent Decree, within the specified time schedules established by or approved under this Consent Decree.

53. Stipulated penalties shall accrue for violating this Consent Decree in the amount of five hundred dollars (\$500) per day.

54. Stipulated penalties under this Section shall begin to accrue on the day a violation occurs and shall continue to accrue until the violation ceases.

55. Except as provided in this Section, Defendants shall pay any stipulated penalty within thirty (30) days of receiving the United States' written demand. Defendants shall make any such payment in accordance with written instructions to be provided by the United States. Upon any such payment, Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree.

56. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

57. Any disputes concerning the amount of stipulated penalties or the underlying violation that gives rise to the assessment of stipulated penalties are subject to the Dispute Resolution provisions of Section VIII. If Dispute Resolution is invoked, stipulated penalties and any applicable interest shall continue to accrue as provided in this Consent Decree, but need not be paid until the following:

a. If the dispute is resolved by agreement between the Parties, Defendants shall pay the amount due under such agreement, together with any applicable interest, to the United States within thirty (30) days of the effective date of the agreement.

b. If the dispute is taken to the Court, Defendants shall pay all accrued penalties determined by the Court to be owing, together with any applicable interest, to the United States within thirty (30) days of receiving the Court's decision, except as provided in subparagraph c, below.

c. If any party appeals the Court's decision to the Court of Appeals (or beyond), Defendants shall pay all accrued penalties determined to be owing, together with any applicable interest, to the United States within fifteen (15) days of receiving the final appellate decision.

58. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

59. The payment of stipulated penalties and interest, if any, shall not alter in any way Defendants' obligation to complete the performance of the requirements of this Consent Decree.

60. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section IV, the United States expressly reserves the right to seek any other relief it deems appropriate for Defendants' violation of this Consent Decree or applicable law, including but not limited to an action against Defendants for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

XI. NOTICES AND COMMUNICATIONS

61. All notices and communications required under this Consent Decree shall be made to the Parties through each of the following persons and addresses:

a. TO THE UNITED STATES:

Samara Spence, Trial Attorney
Chief, Environmental Defense Section
U.S. Department of Justice, Environment & Natural Resources Division
P.O. Box 7611, Washington, D.C. 20044-7611
DJ# 90-5-1-1-20782
Samara.spence@usdoj.gov

Chief, Regulatory Division
Savannah District
U.S. Army Corps of Engineers
100 West Oglethorpe Ave., Savannah, GA 31401-3604
David.m.lekson@usace.army.mil
Shaun.l.blocker@usace.army.mil

District Counsel
Savannah District
U.S. Army Corps of Engineers
100 West Oglethorpe Ave., Savannah, GA 31401-3604
Terry.g.peters@usace.army.mil
John.e.ballard@usace.army.mil

b. DEFENDANTS:

William Nutting
P.O. Box 118
Ludowici, GA 31316

62. Any party may, by written notice to the Parties, change its designated notice recipient or notice address provided above.

63. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing. In addition to serving by mail, the Parties shall also send a courtesy email.

XII. COSTS OF SUIT

64. The Parties shall bear their own costs and attorneys' fees in this action to date. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendants.

XIII. PUBLIC PARTICIPATION

65. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.

XIV. REVIEW OF DELIVERABLES

66. After Defendants submit any Deliverable, the Corps shall in writing: (a) approve the Deliverable; (b) approve the Deliverable upon specified conditions; (c) approve part of the Deliverable and disapprove the remainder; or (d) disapprove the Deliverable.

67. If the Deliverable is approved pursuant to Paragraph 63(a) above, Defendants shall take all actions required by the Deliverable, in accordance with the schedules and requirements of the Deliverable, as approved. If the Deliverable is conditionally approved or approved only in part, pursuant to Paragraph 63(b) or (c), Defendants shall, upon written direction from the Corps, take all actions required by the approved Deliverable that the Corps determines are technically severable from any disapproved portions, subject to Defendants' right to dispute only the specified conditions or the disapproved portions, under Section VIII of this Consent Decree (Dispute Resolution).

68. If the Deliverable is disapproved in whole or in part pursuant to Paragraph 63(c) or (d), Defendants shall, within twenty (20) days, or such other time as the Parties agree to in

writing, correct all deficiencies and resubmit the Deliverable, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs in this Section of the Consent Decree. If the resubmitted Deliverable is approved in whole or in part, Defendants shall proceed in accordance with Paragraph 64 above. If the resubmitted Deliverable is disapproved in whole or in part, the Corps may again require Defendants to correct any deficiencies in accordance with the preceding Paragraphs in this Section of the Consent Decree, or the Corps may itself correct any deficiencies, subject to Defendants' right to invoke Dispute Resolution under Section VIII of this Consent Decree and the right of the United States to seek stipulated penalties under Section X of this Consent Decree. Any Corps-corrected Deliverable shall be incorporated into and become enforceable under this Consent Decree and shall be implemented by Defendants according to the terms of such Deliverable, subject to Defendants' right to invoke Dispute Resolution under Section VIII of this Consent Decree.

XV. MODIFICATION

69. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon the Court's approval.

XVI. TERMINATION

70. After Defendants have completed the requirements of Section V of this Consent Decree and Defendants have completed all monitoring and maintenance of the Crawford Subdivision and the Murray Crossing Phase IV Subdivision (while maintaining compliance with this Consent Decree in all other respects), Defendants may submit to the United States, at the addresses specified in Section XI of this Consent Decree, a Request for Termination, stating that Defendants have satisfied those requirements, together with supporting documentation.

71. Following the United States' receipt of Defendants' Request for Termination, the Parties may confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Consent Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation or other appropriate pleading terminating the Consent Decree.

72. If the United States determines that the Consent Decree may not be terminated, Defendants may invoke Dispute Resolution under Section VIII of this Consent Decree.

73. Termination of this Consent Decree does not extinguish the requirement set forth in Paragraphs 27, 37 and 38 of this Consent Decree.

XVII. SIGNATURES/SERVICE

74. Each undersigned representative of Defendants and the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the party she or he represents to this document.

75. This Consent Decree may be signed in counterparts, such counterpart signature pages shall be given full force and effect, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail (with a courtesy copy also sent by email) with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Defendants need not file answers or other responses to the Second Amended Complaint unless and until the Court expressly declines to enter this Consent Decree.

XVIII. INTEGRATION

76. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes any prior agreements and understandings, whether verbal or written, concerning the settlement embodied herein. Other than Appendices, Deliverables approved by the Corps in accordance with Section XIV of this Consent Decree, and modifications made effective in accordance with Section XV of this Consent Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XIX. FINAL JUDGMENT AND RETENTION OF JURISDICTION

77. Upon its approval and entry by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants. The Parties waive any rights to appeal such final judgment.

78. This Court retains jurisdiction over this action for the purpose of resolving disputes arising under this Consent Decree, or entering orders modifying this Consent Decree, or effectuating or enforcing compliance with the terms of this Consent Decree.

XX. APPENDICES

79. The following Appendices are attached to and part of this Consent Decree:

Appendix A: Non-Judicial Settlement Agreement between the Crawford Defendants and the Corps, dated May 6, 2015

Appendix B: Previously approved restoration plan for the Crawford Subdivision, revised January 22, 2015

Appendix C: Annotated drawings of the Murray Crossing Phase IV Subdivision showing the Murray Restoration Areas.

IT IS SO ORDERED

Dated, entered, and made effective this _____ day of _____, 201____.

UNITED STATES DISTRICT JUDGE

For Plaintiff:

Dated: 4/7/2017



JEFFREY H. WOOD
Acting Assistant Attorney General
United States Department of Justice
Environment & Natural Resources Division

SAMARA M. SPENCE
Trial Attorney
Environmental Defense Section
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-2285
Samara.spence@usdoj.gov

For Defendants:

Dated: 4/7/2017



C. JOEL OSTEEN
Osteen Law Group, LLC
101 Fraser Street
Hinesville, GA 31313
(912) 877-2211
joel@osteenandosteen.net

APPENDIX A

**UNITED STATES ARMY CORPS OF ENGINEERS
SAVANNAH DISTRICT**

Matter of)	
)	
William (Bill) L. Nutting)	Enforcement Action SAS-2006-00115
Georgia Coastal Land Company)	
)	

NON-JUDICIAL SETTLEMENT AGREEMENT

WHEREAS, Enforcement Action SAS-2006-00115 was undertaken by the United States of America, by and through the U.S. Army Corps of Engineers, Savannah District, Regulatory Division, for the unauthorized impacts to jurisdictional waters of the United States without Department of the Army permits pursuant to Section 404 of the Clean Water Act (CWA), (33 United States Code (U.S.C.) § 1344), and in violation of Section 301(a) of the CWA, (33 U.S.C. § 1311(a)), on property owned by William (Bill) L. Nutting – Georgia Coastal Land Company (Settling Party), at a site more specifically described as a 382.92 acre site known as Crawford Subdivision located north of Georgia Highway 84 and west of DeLoach Road, in Long County, Georgia (Latitude 31.7393, Longitude -81.7159);

WHEREAS, Corps regulations (33 Code of Federal Regulations (C.F.R.) Part 326) set forth policies and procedures for the Corps to pursue enforcement actions for activities performed without required Department of the Army permits;

WHEREAS, the activities performed by the Settling Party without required Department of the Army permits consisted of impacts to 1.23 acre of jurisdictional waters of the United States, associated with the dredge and sidecast/fill in the wetlands to construct three road crossings without CWA Section 404 authorization;

WHEREAS, the unauthorized dredge and fill activities resulted in the unpermitted discharge of a pollutant into jurisdictional wetlands that are hydrologically connected to Doctors Creek, which is a tributary to the Altamaha River, which is a navigable water of the United States;

WHEREAS, the Corps and the Settling Party desire to resolve Enforcement Action SAS-2006-00115 by entering into this Settlement Agreement; and

WHEREAS, the Settling Party and the Corps agree that this Settlement Agreement is fair, reasonable, and in the public interest, and, addresses the unauthorized impacts to the 1.23 acre of wetland.

NOW, THEREFORE, the following is agreed upon:

1. This Settlement Agreement applies to and is binding upon the Settling Party (and [his/her, its, their] successors, assigns, and designees) and the Corps.

2. The Effective Date of this Settlement Agreement shall be the date that it is executed by the Chief, Coastal Branch, Regulatory Division, Savannah District, Corps.

3. Within 60 days of the Effective Date of this Settlement Agreement, the Settling Party will purchase 9.8 wetland mitigation credits from the Broxton Rock Wetland Mitigation Bank as compensatory mitigation for the unauthorized discharges to 1.23 acre of wetlands. The Settling Party and/or the mitigation bank must provide the Corps with written notification of this purchase. The notice should reference Enforcement Action SAS-2006-00115.

4. Within 60 days of the Effective Date of this Settlement Agreement, the Settling Party will complete all restoration work in accordance with the approved restoration plan titled "Nationwide Permit #32, SAS-2006-00115 Crawford Subdivision, Mr. Bill Nutting – Georgia Coastal Land Company, Project Description and Restoration Plan, Revised January 22, 2015," (copy enclosed), including the requirements to:

- a. Restore the 0.56 acre area identified as "Crossing 2" by harrowing the area and further preparing each planting location with a hand held mechanical auger. Upon completion of soil preparation, the area shall be planted with 20 gallon trees comprised of Bald Cypress (*Taxodium distichum*) and Swamp Tupelo (*Nyssa Biflora*) (20 of each species for a total of 40 trees). These trees will be purchased from Central Florida Lands & Timber Nursery, LLC, 3087 North County Road 53, Mayo, Florida 32066. The 0.56 acre should be planted on 25' X 25' spacing, and no single species should occupy more than 50% of the canopy. The trees will be planted in a random pattern, not in rows. Each planted tree will be clearly marked with suitable material in order to be able to identify all 40 planted trees throughout the required monitoring period. The Settling Party will also construct a berm of sufficient size on each side of this restoration area to prevent further access, place signage on the upland side of each berm to notate that the area is undergoing restoration and that access is prohibited, install silt fencing between each berm and the restoration area, and stabilize all exposed soil of the berms and within the restoration area by seeding/planting. All of these actions and structures will be managed and maintained throughout the three year monitoring period; and
- b. Allow 0.17 acre of the 0.32 acre area identified as "Crossing 3" to naturally re-vegetate with native volunteer species. The Settling Party is seeking an after-the-fact Nationwide Permit 32 to allow the remaining 0.15 acre mechanically cleared area to be maintained. To ensure no further impacts or future encroachment occur to the 0.17 acre area, the Settling Party will install T-posts at 30 foot intervals on each side of the 17 foot x 395 foot corridor (i.e., 0.15 acre area). A cable will be installed to the T-post along each side of the 395 foot corridor and will remain to prevent any further impacts or encroachment to the

naturally re-vegetating area with native volunteer species. The Settling Party will also construct a gate, within uplands, on the Crawford Subdivision portion side of "Crossing 3" to prevent any future access from unauthorized individuals. The gate will be constructed such that access to this area shall be secure and prohibit unauthorized access. The Settling Party shall also post signage at the proposed gate that will notate that the area is undergoing restoration and that all access is prohibited. All of these actions and structures will be managed and maintained throughout the three year monitoring period.

5. Within 30 days of completion of all restoration activities pursuant to this Settlement Agreement, the Settling Party will provide the Corps with a post-restoration letter outlining the timeline the restoration work was constructed and completed and including photographs taken during and after the restoration activities to certify the completion of the restoration activities. This letter will also include an exhibit that illustrates all vegetative monitoring plot locations, and references monitoring plot locations, herbaceous understory aerial coverage plot locations, and photographic station locations for future reference. This exhibit should also provide decimal degree coordinates for each of these locations.

6. The Settling Party will complete a minimum of three years of restoration monitoring in accordance with the approved restoration plan titled "Nationwide Permit #32, SAS-2006-00115 Crawford Subdivision, Mr. Bill Nutting – Georgia Coastal Land Company, Project Description and Restoration Plan, Revised January 22, 2015," (copy enclosed), which includes the following requirements:

- a. Vegetation monitoring will be accomplished utilizing quadrant sampling procedures for the comprehensive wetland determination as described in the 1987 "Corps of Engineers Wetlands Delineation Manual". One monitoring plot within "Crossing 2" will be permanently established within the vegetative restoration area following planting, and a minimum of three years of vegetative monitoring will be completed. The initial monitoring effort will not be completed until one full growing season has lapsed, post planting. The plot will be marked by installing a ten foot section of PVC pipe within the center. The plot will be sampled annually at the end of the growing season (1 August - 15 October) for each monitoring year. The monitoring plot will be used to document natural re-vegetation within the "Crossing 2" restoration area. For the vegetative restoration area plot, number of volunteer stems, species of volunteer stems, stem survival, vertical and lateral growth, and root collar diameter will be documented for naturally regenerating trees in the 30-foot radius circular plot. During the three year monitoring period, all 40 planted trees will be monitored for survivability and acceptable growth improvements. Two permanent 5 foot circular herbaceous plots will be established within both 30 foot plots. Success of natural herbaceous understory re-vegetation will be measured by individual plant counts, and estimating aerial coverage in each of the 5 foot circular plots. Species composition and quantities will be recorded for all plots. Photographs will also be taken at the same established points over the three year monitoring period to document the vegetative growth changes that

occur. Results of these samples will provide a quantifiable means of evaluating the vegetative responses of the restoration plan. The vegetation monitoring will document survival of planted species as well as natural regeneration of tree, shrub, and herbaceous species for a total of three years. The Settling Party will provide the Corps with a report of findings and photo documentation of the restoration area by June 30 of each calendar year during the three year monitoring period;

- b. Vegetation monitoring will occur only within the entire "Crossing 2" restoration area for the planted trees and within the established vegetation monitoring plot for the natural re-vegetation. Final success at the end of the three year monitoring period will include 85% (34 of the 40 planted trees) of the planted trees survive, and the trees show a consistent increase in height, lateral growth (crown diameter), and root collar diameter throughout the three year monitoring period. In the alternative, if less than 85% of the planted trees survive but desired volunteer species are established to adequately compensate (greater than 85% overall), then the restoration portion of this project, after review by the appropriate regulatory agency personnel, may be considered complete;
- c. If early successional species such as Sweetgum (*Liquidambar Styraciflua*) colonize in the "Crossing 2" restoration area within the three year monitoring period in excess of 30% of the species composition, corrective measures will be taken by the Settling Party for active Sweetgum control. The Settling Party will utilize the chop and spray method to control the Sweetgum within the "Crossing 2" restoration area;
- d. The Settling Party will allow the 0.17 acre wetland area identified as "Crossing 3" to naturally re-vegetate. One monitoring plot will be permanently established within the naturally re-vegetating area, and a one reference plot will be established within the adjacent clear-cut wetland. Baseline monitoring and a minimum of three years of vegetative monitoring will be completed within "Crossing 3". Since the impact area and the adjacent wetland are currently both naturally re-vegetating, a baseline monitoring effort will be conducted to establish the existing sapling, shrub, and herbaceous species present within each at the same time as the restoration work is being performed at "Crossing 2". This baseline tally of the adjacent wetland plot will be the target to determine overall success of the naturally re-vegetating area within "Crossing 3". As stipulated in the monitoring plan for "Crossing 2", the monitoring effort will not be conducted until one full growing season has lapsed, post baseline monitoring. The vegetative plots will be marked by installing a ten foot section of PVC pipe within the center. The plot will be sampled annually at the end of the growing season (1 August - 15 October) for each monitoring year. Sapling and shrub stem counts will occur within both of the 30-foot radius circular plots. Two permanent 5 foot circular herbaceous plots will be established within both 30 foot plots. Success of natural herbaceous understory re-vegetation will be measured by individual plant counts, and

estimating aerial coverage in 5 foot circular plots during the baseline monitoring event and for each of the three monitoring years. Success of natural herbaceous understory re-vegetation will be measured by individual plant counts, and estimating aerial coverage in each of the 5 foot circular plots. Species composition and quantities will be recorded for all plots. Photographs will also be taken at the same established points during the baseline monitoring event and over the three year monitoring period to document the vegetative growth changes that occur. The vegetation monitoring will document survival of natural regeneration of tree, shrub, and herbaceous species for a minimum of three years. The Settling Party will provide the Corps with a report of findings and photo documentation of the restoration area by June 30 of each calendar year; and

- e. Vegetation monitoring will occur within the established naturally re-vegetating plot. Restoration efforts would be considered successful and complete for "Crossing 3" if, at the end of the three year monitoring period, similar sapling counts, and similar percent coverage of the herbaceous and shrub layer within the "Crossing 3" vegetative plot and the naturally re-vegetating reference clear-cut plot are documented.

7. Adaptive management measures may be necessary if, at the end of the minimum three year monitoring period, the success criteria have not been satisfied. If so, the Settling Party will consult with the Corps to determine specifically what remedial action should be taken. If significant problems with the restoration efforts are identified prior to the end of the initial three year monitoring period, the Corps will be consulted regarding the advisability of taking corrective action at that time. Remedial actions may include vegetative planting, continued monitoring until success criteria is met, or purchase of the necessary wetland mitigation credits from a Corps approved mitigation bank as deemed appropriate by the Corps. The Settling Party is also responsible for implementing adaptive management measures necessary to correct adverse impacts to the restoration areas that may occur as a result of a catastrophic event (e.g., wildfire, drought, flood, tornado, acts of vandalism, or encroachment), and any adaptive management measures necessary to correct disturbances (i.e., beavers, feral hogs, invasive species, encroachment, or trash pick-up) throughout the entire monitoring period.

8. No additional impacts to waters of the United States are authorized during any of the restoration work.

9. All work conducted during restoration will be located, outlined, designed, constructed, and operated in accordance with the minimal requirements of the Georgia Erosion and Sedimentation Control Act of 1975, as amended. Utilization of plans and specifications contained in the "Manual for Erosion and Sediment Control," (Latest Edition), published by the Georgia Soil and Water Conservation Commission, will aid in achieving compliance with the aforementioned minimal requirements.

10. The Settling Party will install and maintain erosion and sediment control measures

in upland areas of the project site, in accordance with the Georgia Erosion and Sedimentation Control Act of 1975, as amended, to minimize the introduction of sediment into and the erosion of streams, wetlands, and other waters of the United States. This Settlement Agreement does not authorize installation of check-dams, weirs, riprap, bulkheads, or other erosion control measures in streams, wetlands, or other waters of the United States. Authorization is required from the Corps prior to installing any erosion control measures in waters of the United States.

11. The Settling Party agrees that upon reasonable notice, the Corps will have right of entry to the site to conduct compliance inspections per the terms and conditions of this Settlement Agreement.

12. Upon receipt of the signed Settlement Agreement and Tolling Agreement, the Corps will begin processing the Settling Party's Department of the Army Nationwide Permit 32 (NWP 32) pre-construction notification for the 0.5 acre (i.e., 0.13 acre of mechanical clearing and 0.22 acre of road fill both at the Madison Avenue crossing, and 0.15 acre of mechanical clearing to be maintained at the Johnston Street crossing) of unauthorized impacts to jurisdictional waters which you are requesting to remain in place.

13. Should the terms and conditions of this Settlement Agreement not be completed within the requisite time period, the Corps, Regulatory Division, reserves the right to terminate this Settlement Agreement, revoke any Nationwide Permit 32 verification, and bring an enforcement action pursuant to 33 C.F.R. Part 326 by referral to the U.S. Environmental Protection Agency for legal action pursuant to Section 309 of the CWA. If legal action is commenced, judicial appeals processes are available to the alleged violator.

The Settling Party will provide all required information and documentation pursuant to this Settlement Agreement to the U.S. Army Corps of Engineers, Coastal Branch Chief, 100 West Oglethorpe Avenue, Savannah, Georgia 31401, and reference Corps Enforcement Action SAS-2006-00115.

The Corps reserves the right to bring an enforcement action for failure of the Settling Party to comply with any of the terms and conditions of this Settlement Agreement, or following the termination date of this Settlement Agreement, for any violation which may occur in the future on the subject property, or any other jurisdictional water of the United States pursuant to the CWA and/or the Rivers and Harbors Act.

The Settling Party, by signature below, acknowledges agreement with the terms and conditions of this Settlement Agreement presented by the Corps in resolution of Enforcement Action SAS-2006-00115.


IN WITNESS WHEREOF, the Settling Party and the Corps have caused this Settlement Agreement to be executed by their duly authorized representatives.

FOR Georgia Coastal Land Company:

FOR the U.S. Army Corps of Engineers:



William (Bill) L. Nutting



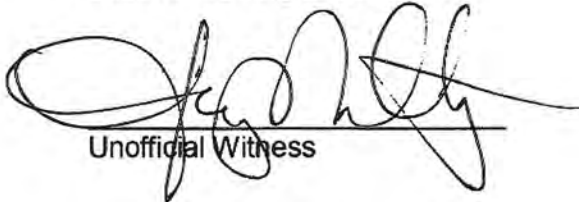
Kelly C. Finch
Chief, Coastal Branch, Regulatory Division

4.30.15
Date

5/6/15
Date

Georgia Coastal Land Company
5074 U.S. Highway 84
Ludowici, Georgia 31316

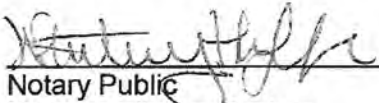
100 W. Oglethorpe Avenue
Savannah, Georgia 31401-3640



Unofficial Witness



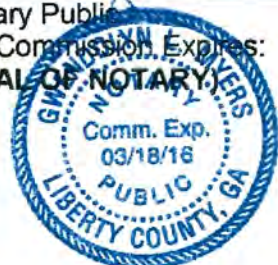
Unofficial Witness



Notary Public
My Commission Expires:
(SEAL OF NOTARY)



Notary Public
My Commission Expires:
(SEAL OF NOTARY)



APPENDIX B

Nationwide Permit #32
SAS-2006-00115 Crawford Subdivision
Mr. Bill Nutting - Georgia Coastal Land Company
Project Description & Restoration Plan
Revised January 22, 2015

Project Description:

A nationwide permit (NWP) was issued to Georgia Coastal Land Company (GCLC) on July 16, 2008 which approved the impact of 0.20 acres of jurisdictional freshwater wetland to facilitate a road crossing for the Crawford Subdivision, Madison Avenue. The construction of Crawford Subdivision also required the impact of 3.55 acres of isolated non-jurisdictional wetlands for lot development. As per the NWP's condition, GCLC was required to purchase 16.6 wetland mitigation credits from an approved mitigation bank that services the project's primary service area prior to commencement of work. Specifically, 1.3 wetland credits were required to offset the impacts for the construction of Madison Avenue, and 15.3 wetland credits were required to offset the impact of the 3.55 acres of isolated non-jurisdictional wetlands. On December 2, 2014, GCLC purchased the required 16.6 wetland mitigation credits from Broxton Rocks Mitigation Bank for the approved 0.20 acre jurisdictional wetland road crossing and 3.55 acre isolated non-jurisdictional wetland impact lot fill.

Sligh Environmental Consultants, Inc. (SECI), acting as agent for GCLC, submitted a NWP request that was issued to GCLC on July 16, 2008, which superseded a NWP issued on February 1, 2007. The February 1, 2007 NWP was submitted by others and issued to GCLC, and authorized 0.48 acres of jurisdictional wetland impact. Mitigation for the February 1, 2007 NWP was to be provided by the purchase of 14.21 wetland mitigation credits and recording of restrictive covenant and conservation easement.

Following issuance of the July 16, 2008 NWP, GCLC moved forward with the development of Crawford Subdivision without satisfying the wetland mitigation credit purchase. Specifically, GCLC filled the 3.55 acres of isolated non-jurisdictional wetlands, constructed the Madison Avenue road crossing, and cleared two additional areas of jurisdictional freshwater wetland. SECI visited the site on November 18, 2014 to determine the extent of the unauthorized impacts. Using survey grade Global Positioning System (GPS) unit with sub-meter accuracy, SECI located the three areas of wetland impact. SECI obtained the AutoCAD files of the survey and NWP exhibits from GCLC's consulting engineer. SECI imported the CAD information and the GPS points into ArcMap to quantify the amount and type of impact for each area.

As depicted on the attached exhibit prepared by SECI titled: *Georgia Coastal Land Company, Crawford Subdivision Impact Exhibit*, the Madison Avenue road crossing is notated as Crossing #1, and the two additional cleared wetland areas shown are notated as Crossing #2 and Crossing #3. This exhibit also depicts the GPS located areas of wetland impact and acreage of wetland clearing and wetland filling for the three impact locations. The table below details the acreage calculations for each area.

Impact Area	Project Limits	Wetland Acres	Upland Acres	Existing Road	Clearing Impact	Fill Impact	Impact not approved	Impact to be restored
Crossing #1	0.90	0.68	0.22	0.12	0.13	0.42	0.35	N/A
Crossing #2	0.83	0.75	0.08	N/A	0.56	N/A	0.56	0.56
Crossing #3	0.61	0.58	0.03	N/A	0.32	N/A	0.32	0.17
Total	2.34	2.01	0.33	0.12	1.01	0.42	1.23	0.73

The following information details each impact area separately and provides a description for restoring and/or providing additional mitigation for the wetland impact areas.

Crossing #1 (Madison Avenue):

As noted above, the NWP issued on July 16, 2008 authorized the impact of 0.20 acre of wetland for the construction of Crossing #1 by installing three 4ft x 10ft x 42ft box culverts and backfilling (center coordinates: 31.741743° -81.708492°). This area had an existing 0.12 acre silvicultural road that was included in the upland acreage calculation. As depicted in the attached on-site photographs, Crossing #1 was constructed using two bottomless culverts which would provide a better hydrologic connection. Also, GCLC cleared an additional 0.13 acres of jurisdictional wetland and filled an additional 0.22 acres of jurisdictional wetland. There is 0.20 acres of jurisdictional wetland within Crossing #1 that was not impacted. As depicted in the attached Wetlands and Open Waters Mitigation Worksheets for Adverse Impact Factors, GCLC proposes to purchase 3.0 wetland mitigation credits from Broxton Rocks Wetland Mitigation Bank to satisfy the additional impact for Crossing #1.

Crossing #2:

Crossing #2 is located at center coordinates 31.740414° -81.716598° and measures 0.56 acre of wetland clearing impact. There has been no fill placed within this area, and it is being utilized by the residents of Crawford Subdivision for a cut through road. As depicted in the attached Wetlands and Open Waters Mitigation Worksheets for Adverse Impact Factors, GCLC proposes to purchase 4.3 wetland mitigation credits from Broxton Rocks Wetland Mitigation Bank to satisfy the clearing impact for Crossing #2.

As depicted in the attached on-site photographs of Crossing #2, this area is at grade with the adjacent undisturbed wetland area and is somewhat rutted by vehicular traffic. In effort to restore the clearing impact of Crossing #2, GCLC proposes to harrow the disturbed compacted soil and plant a mix of 20 gallon bald cypress and swamp tupelo on 25ft x 25ft spacing (20 bald cypress and 20 swamp tupelo). All plantings will be obtained from Central Florida Lands & Timber Nursery, LLC (CFL&TN), located at 3087 North County Road 53, Mayo, Florida 32066. If CFL&TN does not have the plantings available, GCLC will obtain the plant materials for other suitable sources of quality seedlings. To ensure that soil compaction will not impact the plantings, the soil of each planting will be excavated utilizing a hand held mechanical auger. GCLC also proposes to construct a berm, within uplands, on both sides of the cleared wetland area to prevent any further access. At the upland interface and prior to constructing the berm, GCLC will install silt fencing to prevent any secondary impacts associated with erosion of the berms. The berms will be seeded and/or planted to stabilize the soil. The silt fencing will be maintained until stabilization of the berms has been achieved. GCLC will also place signage on both sides of Crossing #2 that will notate that the area is undergoing restoration and that all access is prohibited. Assuming that site conditions are acceptable within the Crossing #2 restoration area (i.e. restoration area is not inundated or too wet) and plant materials can be obtained, the proposed restoration activities will be initiated upon permit issuance, prior to March 15, 2015. If site conditions are not acceptable, GCLC will coordinate with the USACE to establish an acceptable timeline for the proposed restoration activities to occur.

Vegetation monitoring will be accomplished utilizing quadrant sampling procedures for the comprehensive wetland determination as described in the 1987 "Corps of Engineers wetlands Delineation Manual". One 30 ft monitoring plot within Crossing #2 will be permanently established within the vegetative restoration area following planting, and three years of vegetative monitoring will be completed. The initial monitoring effort will not be completed until one full growing season has lapsed, post planting. The plot will be marked by installing a 10 ft section of PVC pipe within the center, and will be sampled annually at the end of the growing season (1 August - 15 October) for each monitoring year. The monitoring plot will be used to document natural revegetation within the Crossing #2 restoration area. For the vegetative restoration area plot, number of volunteer stems, species of volunteer stems, stem survival, vertical and lateral growth, and root collar diameter will be documented for naturally regenerating trees in the 30ft radius circular plots. Upon the completion of the planting, GCLC will establish the permanent monitoring station for the natural revegetation. GCLC will also mark all 40 planted trees with flagging tape within the Crossing #2 restoration area. During the three year monitoring period, all 40 planted trees will be monitored for survivability.

Success of natural herbaceous understory re-vegetation will be measured by individual plant counts, where applicable, and estimating aerial coverage in 5ft circular plots. Two permanent 5ft circular herbaceous

plots will be established within the 30ft plot, and species composition will be recorded within the 5 ft plots. Photographs will also be taken at established points over the three year monitoring period to document the vegetative growth changes that occur. Results of these samples will provide a quantifiable means of evaluating the vegetative responses of the restoration plan. The vegetation monitoring will document survival of planted species as well as natural regeneration of tree, shrub, and herbaceous species for a total of three years. SECI will provide the U.S. Army Corps of Engineers – Savannah District, Regulatory Division (USACE) with a report of findings and photo documentation of the restoration area by June 30 of each calendar year.

Vegetation monitoring will occur only within the established restoration plots. Final success at the end of the three year monitoring period will include 85% of all planted trees survive, and the plantings show a consistent increase in height, lateral growth (crown diameter), and root collar diameter throughout the three year monitoring period. In the alternative, if less than 85% of the planted survive but desired volunteer species are established to adequately compensate (greater than 85% overall), then the restoration portion of this project, after review by the appropriate regulatory agency personnel, would be considered complete.

It is anticipated that early successional species such as sweetgum will naturally colonize the Crossing #2 restoration area. If within the three year monitoring period sweetgum colonizes this area in such that it shades out or over grows the planted trees within the two monitoring plots, corrective measures will be taken to by GCLC for sweetgum control. GCLC will utilize the chop and spray method to control the sweetgum within the Crossing #2 restoration area if sweetgum if deemed have a shading effect or over grows the planted trees.

Adaptive management measures may be necessary if, at the end of the three year monitoring period, the success criterion has not been satisfied. In this instance, GCLC will consult with the USACE to determine specifically what remedial action should be taken. If significant problems with the restoration efforts are identified prior to the end of the initial three year monitoring period, the USACE will be consulted regarding the advisability of taking corrective action at that time. Remedial actions may include re-planting, continued monitoring until success criteria is met, or purchase the necessary mitigation credits from an approved USACE mitigation bank as deemed appropriate by the USACE. GCLC is responsible for implementing adaptive management measures necessary to correct adverse impacts to the restoration areas that may occur from a catastrophic event (e.g. wildfire, drought, flood, tornado, acts of vandalism, or encroachment), and any adaptive management measures necessary to correct disturbances (i.e. beavers, feral hogs, invasive species, encroachment, or trash pick-up) throughout the monitoring period.

Crossing #3:

Crossing #3 is located at center coordinates 31.738338° -81.716458° and measures 0.32 acre of wetland clearing. There has been no fill placed within Crossing #3, and it was cleared to access a landlocked +/- 60 acre upland portion of the tract. GCLC utilized this area for access to cut timber and haul out timber within the landlocked portion of the tract. The majority of this area is within the floodzone and will not be incorporated within Crawford Subdivision. GCLC wishes to maintain a 17ft x 395ft corridor (0.15 acre) at the existing grade to facilitate access to the landlocked upland portion of the tract for future timber management, fire suppression, and passive recreation activities. GCLC proposes to purchase 2.5 wetland mitigation credits to offset the 0.32 acre of clearing wetland impact for Crossing# 3 (1.3 credits for 0.17 acre of natural revegetation & 1.2 credits for the clearing impact to remain for access).

To ensure no further impacts or future encroachment occur to Crossing #3, GCLC will install T-posts at 30ft intervals on both sides of the 17ft x 395ft corridor. A cable will be installed to the T-post along both sides of the 395ft corridor and will remain to prevent any further impacts or encroachment to the naturally revegetating area of Crossing #3. GCLC will also construct a gate, within uplands, on the Crawford Subdivision portion of Crossing #3 to prevent any future access from unauthorized individuals. The proposed gate will be constructed such that access to this area will be secure and prohibit unauthorized access. GCLC will also post signage at the proposed gate that will notate that the area is undergoing restoration and that all access is prohibited.

As depicted in the attached on-site photographs of Crossing #3, this area is naturally revegetating with herbaceous and sapling species that are found within the adjacent clear-cut wetland area. GCLC proposes to continue to allow the remaining 0.17 acre wetland area to naturally revegetate. One monitoring plot will be permanently established within the naturally revegetating area, and a one reference plot will be established within the adjacent clear-cut wetland. Baseline monitoring and three years of vegetative monitoring will be completed within Crossing# 3. Since the impact area and the adjacent wetland is currently naturally revegetating, a baseline monitoring effort will be conducted to establish the existing sapling, shrub, and herbaceous species present within each. This baseline tally of the adjacent wetland plot will be the target to determine overall success of the naturally revegetating area within Crossing #3. The initial monitoring effort will not be conducted until one full growing season has lapsed, post baseline monitoring. The vegetative plots will be marked by installing a ten foot section of PVC pipe within the center. The plot will be sampled annually at the end of the growing season (1 August - 15 October) for each monitoring year. Sapling stem count within the 30ft radius circular plots and percent cover of herbaceous and shrub species within five-foot circular plots will be recorded during each monitoring event. Photographs will also be taken at established points over the three year monitoring period to document the vegetative growth changes that occur. The vegetation monitoring will document survival of natural regeneration of tree, shrub, and herbaceous species for a total of three years. SECI will provide the USACE with a report of findings and photo documentation of the restoration area by June 30 of each calendar year.

Vegetation monitoring will occur only within the established naturally revegetating plot. Restoration efforts would be considered successful and complete for Crossing #3 if, at the end of the three year monitoring period, similar sapling counts, and similar percent coverage of the herbaceous and shrub layer within the Crossing #3 vegetative plot and the naturally revegetating clear-cut plot are documented.

Adaptive management measures may be necessary if, at the end of the three year monitoring period, the success criterion has not been satisfied. In this instance, GCLC will consult with the USACE to determine specifically what remedial action should be taken. If significant problems with the restoration efforts are identified prior to the end of the initial three year monitoring period, the USACE will be consulted regarding the advisability of taking corrective action at that time. Remedial actions may include vegetative planting, continued monitoring until success criteria is met, or purchase the necessary mitigation credits from an approved USACE mitigation bank as deemed appropriate by the USACE. GCLC is responsible for implementing adaptive management measures necessary to correct adverse impacts to the restoration areas that may occur from a catastrophic event (e.g. wildfire, drought, flood, tornado, acts of vandalism, or encroachment), and any adaptive management measures necessary to correct disturbances (i.e. beavers, feral hogs, invasive species, encroachment, or trash pick-up) throughout the monitoring period.

Conclusion:

On December 2, 2014, GCLC purchased the required 16.6 wetland mitigation credits from Broxton Rocks Mitigation Bank for the approved 0.20 acre jurisdictional wetland road crossing and 3.5 acre isolated non-jurisdictional wetland impact lot fill. GCLC proposes to purchase an additional 9.8 wetland mitigation credits from Broxton Rocks Mitigation Bank to offset the impacts associated with the filling and clearing of additional wetland of Crossing #1, the clearing impact of Crossing #2, and the clearing impact of Crossing #3. If Broxton Rocks Mitigation Bank does not have credits available at the time of credit purchase, GCLC will coordinate with the USACE for the required mitigation credits to be purchased at another wetland mitigation bank that services the project's primary service area. All restoration activities outlined above will be initiated upon receipt of authorization to proceed from the USACE. All BMP measures will be approved and initiated prior to commencement of restoration construction. Throughout the restoration and construction process and until final stabilization is achieved, all installed silt fencing will be checked regularly and repaired as necessary to prevent any upland erosion from entering into the restoration areas. All disturbed upland areas used to access and to control access of the restoration areas will be mulched, seeded and/or revegetated throughout the construction process as needed until final stabilization is obtained.

Additional Information:

Wetland/Stream Impact Avoidance/Minimization (RC C.3):

Since the impacts have been completed and restoration of the areas is proposed, further avoidance and minimization efforts are not possible.

Water Quality Management Plan Statement (RC C.7):

GCLC will comply with all state and local water quality requirements during restoration construction activities, including installation of silt fencing, grass slopes, etc.

Floodplain Management Statement (RC C.8):

During restoration construction activities, GCLC will comply with all Federal Emergency Management Administration approved local and state floodplain requirements.

Has Georgia EPD or the appropriate Local Issuing Authority determined whether or not a buffer variance is required for the project? (RC A and Appendix A):

No. Within the restoration areas, there is no wrested vegetation. It is anticipated that a buffer variance will not be required to construct the proposed restoration measures.

Are federally protected species present on the project area? (RC C.4):

No. A survey for federally protected species and habitats was conducted to identify any potential impacts associated with the proposed restoration. The Rare Species Profiles on the Georgia Department of Natural Resources (GDNR) website (<http://www.georgiawildlife.com/node/2721>) were consulted to determine suitable habitats for protected species within Long County. Additionally, the USFWS Information, Planning, and Conservation (IPaC) System (attached) was consulted to determine the potential impacts of the proposed project on federally listed species. Pursuant to the Endangered Species Act of 1973, SECI completed a threatened and endangered species survey within the proposed project area where plant communities and habitats were observed and noted to determine if they match the habitat types where the listed species have potential to occur. The adjacent upland areas consists of forested pine plantation and residential lots, and the wetland consists of cleared bottomland hardwood habitat. The project area is located within a residential community of Long County. The habitats on-site are low in quality and are common for the Coastal Plain of Georgia. Neither the landscape portions of the site nor the habitats on-site are conducive to support any of the listed species for Long County. Due to the lack of suitable habitat and because no listed species were observed during the survey, it was concluded that the proposed activities associated with the restoration of Crossing #2 and Crossing #3 are not expected to impact any individual or population of a listed threatened or endangered species. A copy of the IPaC System printout for the project is attached.

Will EFH be impacted by the project? (RC C.5):

No. The proposed restoration and unauthorized impacts are located within freshwater forested wetland. The jurisdictional freshwater wetland is not considered essential fish habitat (EFH) for managed species of fish, and the proposed project would have no effect on EFH.

Are cultural resources located on or near the project area? (RC C.6):

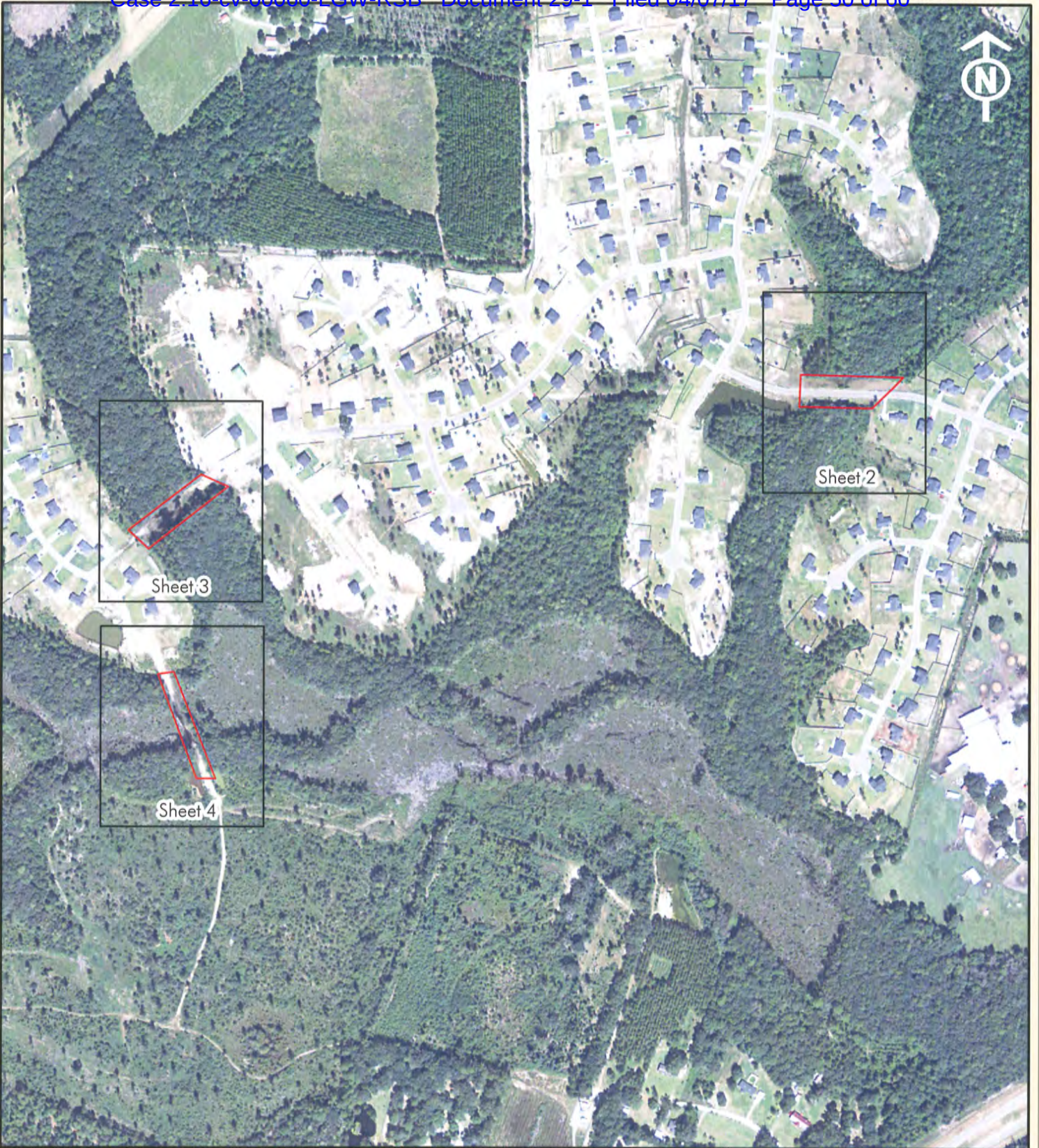
No. A review of the Georgia Natural, Archeological, & Historic Resources GIS website (<https://www.gnahrgis.org>) did not show any listings on or near the project area. Based on our observation of existing site conditions and background research, the project should not impact any cultural resources.


Is compensatory mitigation required? (RC C.11 and F.1-9):

Yes. As discussed above, the GCLC has purchased the required 16.6 wetland mitigation credits and is proposing to purchase an additional 9.8 wetland mitigation credits from the Broxton Rocks Mitigation Bank which services the project's primary service area and will provide an ecologically suitable replacement for the proposed impacts. In addition, as outlined above, restoration of Crossing #2 and Crossing #3 is proposed.

Are culverts proposed in streams and/or wetlands? (RC B.13):

The NWP that was approved on July 16, 2008 approved the placement of a culvert within Crossing #1. The crossing was constructed with two bottomless culverts. There are no culverts proposed within Crossing #2 or Crossing #3.



 Project Limits (+/- 2.34 acres)

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GEORGIA COASTAL LAND COMPANY
Crawford Subdivision
Long County, Georgia
Sheet 1 of 4

2013 NRCS True Color Aerial Photograph

500

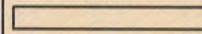
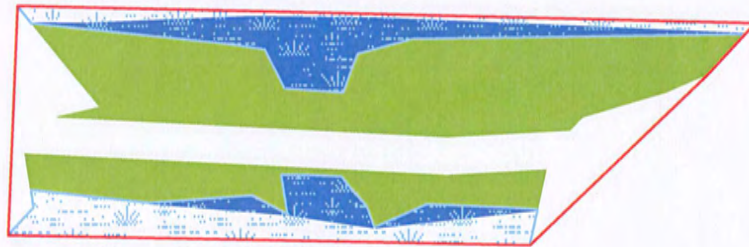
 Feet

Exhibit Date: December 15, 2014

Drawn By: JPW

Reviewed By: BWW

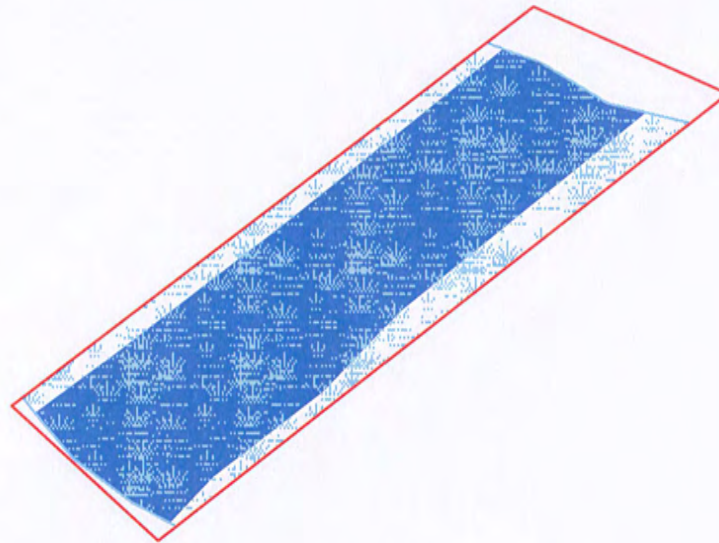
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

Crossing #1 Legend

- Project Limits (+/- 0.90 acre)
- Jurisdictional Wetland (+/- 0.26 acre)
- Wetland Fill (+/- 0.22 acre)
- Wetland Clearing (+/- 0.13 acre)

<p>slighenvironmental consultants, inc. 31 Park of Commerce Way, Suite 200B Savannah, Georgia 31405 phone (912) 232-0451 fax (912) 232-0453</p>	<p>GEORGIA COASTAL LAND COMPANY Crawford Subdivision Long County, Georgia Sheet 2 of 4</p>	<p>100 Feet</p>
		<p>Exhibit Date: February 22, 2013</p>
		<p>Drawn By: JPW</p>
		<p>Reviewed By: BWW</p>
		<p>Job Number : 01-13-013</p>



Crossing #2 Legend

-  Project Limits (+/- 0.83 acre)
-  Jurisdictional Wetland (+/- 0.75 acre)
-  Wetland Clearing (+/- 0.56 acre)

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GEORGIA COASTAL LAND COMPANY
Crawford Subdivision
Long County, Georgia
Sheet 3 of 4

100

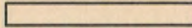
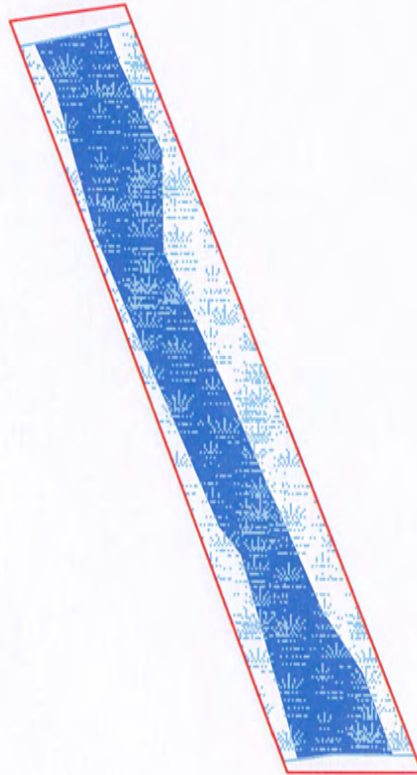
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


Drawn By: JPW

Reviewed By: BWW

Job Number : 01-08-032



Crossing #3 Legend

-  Project Limits (+/- 0.61 acre)
-  Jurisdictional Wetland (+/- 0.58 acre)
-  Wetland Clearing (+/- 0.32 acre)

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GEORGIA COASTAL LAND COMPANY
Crawford Subdivision
Long County, Georgia
Sheet 4 of 4

100

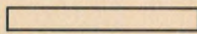
 Feet

Exhibit Date: February 22, 2013

Drawn By: JPW

Reviewed By: BWW

Job Number : 01-08-032



Photo 1: Crossing # 1, Madison Avenue



Photo 2: Crossing #1, Madison Avenue

sligh environmental consultants, inc. 31 Park of Commerce Way, Suite 200B Savannah, Georgia 31405 phone (912) 232-0451 fax (912) 232-0453	GEORGIA COASTAL LAND COMPANY Crawford Subdivision Long County, Georgia	Site Photographs
		Exhibit Date: December 15, 2014
		Drawn By: JPW
		Reviewed By: BWW
		Job Number : 01-08-032



Photo 3: Crossing # 1, Madison Avenue



Photo 4: Crossing #2

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Crawford Subdivision
Long County, Georgia

Site Photographs

Exhibit Date: December 15, 2014

Drawn By: JPW

Reviewed By: BWW

Job Number : 01-08-032



Photo 5: Crossing # 3

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GEORGIA COASTAL LAND COMPANY
Crawford Subdivision
Long County, Georgia

Site Photographs

Exhibit Date: April 16, 2013

Drawn By: JPW

Reviewed By: BWW

Job Number : 01-13-023

APPENDIX C



REVISIONS: 08-06-2015 ADDRESS NRCS
 8-17-15 REVISED FOR NRCS COMMENTS

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 1050 PARKSIDE COMMONS
 SUITE 101
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 TEL: (706) 454-0870

REGISTERED PROFESSIONAL ENGINEER
 MARCUS E. SIMON

DATE: _____

309 NORTH MAIN STREET
 P.O. BOX 640
 HINESVILLE, GA 31313
 TEL: (912) 368-5212

1050 PARKSIDE COMMONS
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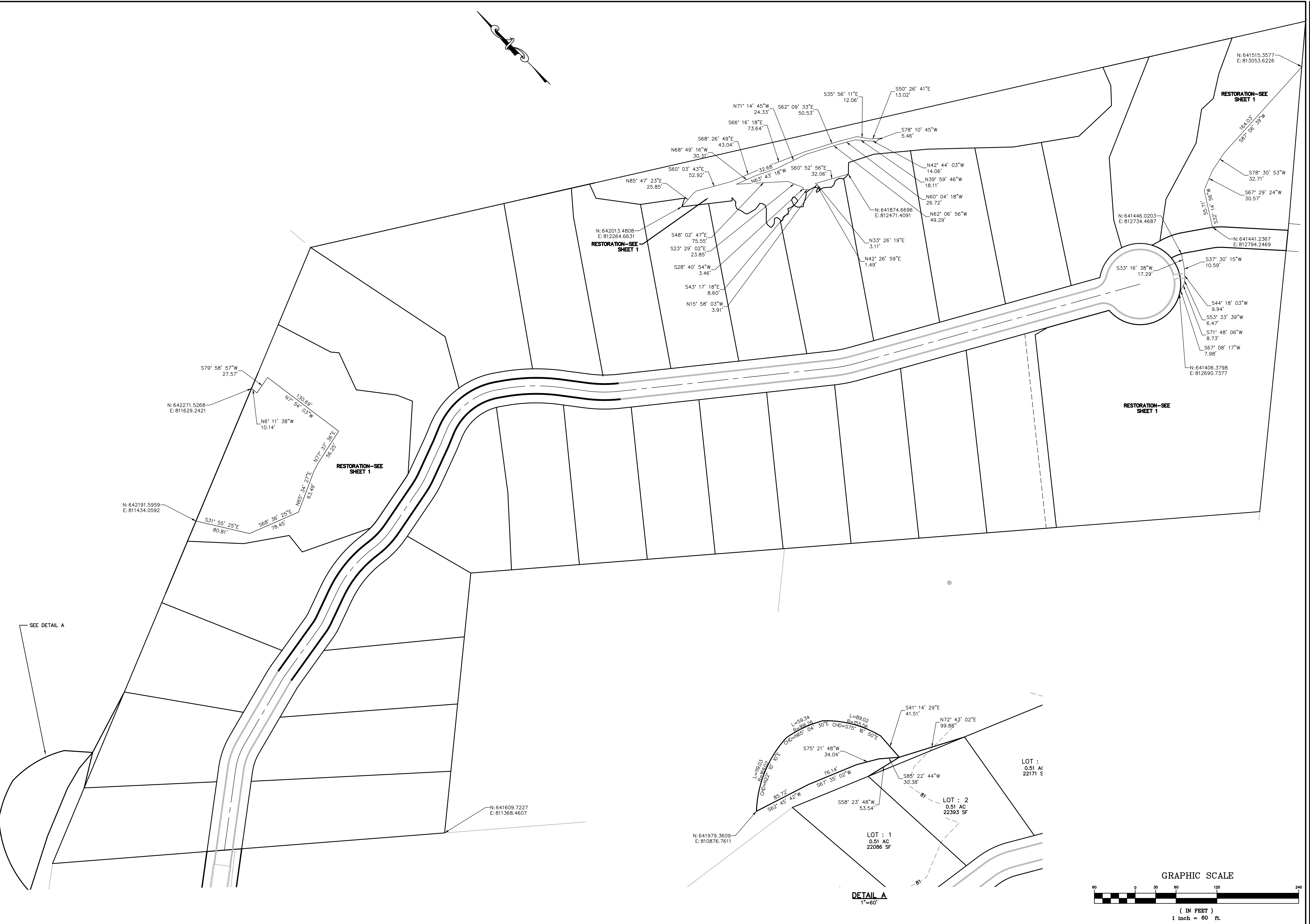
P.C. Simonton & Associates, Inc.
 Consulting Engineers

Murray Crossing Restoration
 for
Bill Nutting
 Long County, Georgia

Overall Restoration Exhibit

DATE: MARCH 18, 2015
 FILE NO: 2014-77PRJ
 SHEET: 11

GRAPHIC SCALE
 (IN FEET)
 1 inch = 60 ft.



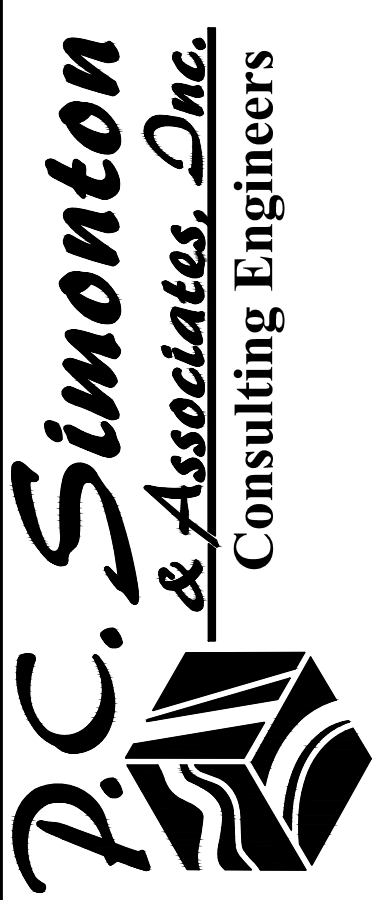
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Murray Crossing Restoration
 for
Bill Nutting
 Long County, Georgia

Restoration Limits

DATE: MARCH 18, 2015
 FILE NO: 2014-77PRJ
 SHEET: 2

PARCEL LINE AND CURVE TABLE			
LINE/CURVE #	LENGTH	BEARING/CHORD DIR.	RADIUS
C1	48.73'	S64° 08' 47"W	125.00'
C2	9.95'	S78° 09' 59"W	100.00'
C3	9.11'	S75° 24' 39"W	50.00'
C4	96.78'	S84° 03' 22"W	200.00'
C5	15.67'	N86° 34' 15"W	100.00'
C6	69.06'	S83° 09' 45"W	125.00'
C7	57.14'	N67° 54' 55"W	125.00'
C8	46.11'	N50° 25' 03"W	300.00'
C9	45.04'	N41° 42' 45"W	300.00'
C10	20.86'	N40° 49' 33"W	175.00'
C11	21.37'	N47° 44' 17"W	175.00'
C12	56.25'	S81° 10' 51"W	59.67'
C13	45.69'	N49° 53' 02"W	59.67'
C14	34.47'	N11° 24' 08"W	59.67'
C15	54.29'	S44° 19' 25"E	225.00'
C16	75.96'	S46° 06' 58"E	250.00'
C17	6.03'	S57° 07' 20"E	75.00'
C18	69.69'	S86° 02' 40"E	75.00'
C19	24.75'	N74° 23' 54"E	150.00'
C20	49.20'	N88° 31' 21"E	150.00'

PARCEL LINE AND CURVE TABLE			
LINE/CURVE #	LENGTH	BEARING/CHORD DIR.	RADIUS
C21	72.59'	N84° 03' 22"E	150.00'
C22	18.21'	N75° 24' 39"E	100.00'
C23	18.21'	N75° 24' 39"E	100.00'
C24	5.03'	N78° 11' 47"E	50.00'
C25	29.24'	N64° 08' 47"E	75.00'
C26	31.56'	N64° 18' 10"W	100.00'
L1	103.41'	S52° 58' 38"W	
L2	21.66'	S52° 58' 38"W	
L3	40.23'	S75° 18' 56"W	
L4	69.92'	S75° 18' 56"W	
L5	27.19'	S80° 37' 43"W	
L6	59.00'	S80° 37' 43"W	
L7	42.74'	S70° 11' 35"W	
L8	1.06'	N82° 04' 52"W	
L9	52.24'	S69° 40' 14"W	
L10	19.65'	S67° 20' 06"W	
L11	10.00'	N54° 49' 15"W	
L12	37.74'	N37° 24' 41"W	
L13	14.99'	S51° 14' 08"E	
L14	30.73'	S37° 24' 41"E	

PARCEL LINE AND CURVE TABLE			
LINE/CURVE #	LENGTH	BEARING/CHORD DIR.	RADIUS
L15	7.02'	S37° 24' 41"E	
L16	10.00'	S54° 49' 15"E	
L17	20.67'	N67° 20' 06"E	
L18	53.26'	N69° 40' 14"E	
L19	67.54'	N79° 07' 34"E	
L20	67.54'	N79° 07' 34"E	
L21	1.06'	S82° 04' 52"E	
L22	42.74'	N70° 11' 35"E	
L23	63.21'	N80° 37' 45"E	
L24	49.05'	N75° 18' 56"E	
L25	61.11'	N75° 18' 56"E	
L26	14.03'	N52° 58' 38"E	
L27	100.00'	N52° 58' 38"E	
L28	22.81'	S20° 43' 44"W	
L29	66.03'	S37° 02' 27"E	
L30	13.35'	S63° 01' 36"W	
L31	39.57'	S51° 47' 13"E	
L32	34.71'	S51° 47' 13"E	
L33	4.49'	N43° 58' 13"E	
L34	8.33'	S2° 45' 35"W	

PARCEL LINE AND CURVE TABLE			
LINE/CURVE #	LENGTH	BEARING/CHORD DIR.	RADIUS
L35	4.65'	S51° 05' 44"W	
L36	5.59'	S25° 57' 03"W	
L37	8.15'	S19° 54' 15"E	
L38	5.05'	S8° 14' 07"E	
L39	4.10'	S25° 44' 03"E	
L40	13.39'	S74° 22' 58"E	
L41	5.21'	N85° 39' 55"E	
L42	6.32'	N80° 32' 54"E	
L43	3.00'	S40° 25' 11"E	
L44	5.04'	S18° 21' 32"E	
L45	5.93'	S24° 17' 26"W	
L46	17.78'	S46° 03' 02"W	
L47	5.12'	S30° 17' 29"W	
L48	6.71'	S3° 24' 46"E	
L49	2.19'	S58° 22' 12"E	
L50	6.32'	N77° 27' 12"E	
L51	7.38'	N47° 23' 49"E	
L52	3.81'	S63° 20' 49"E	
L53	3.34'	S16° 45' 26"E	
L54	3.40'	S6° 04' 48"W	

PARCEL LINE AND CURVE TABLE			
LINE/CURVE #	LENGTH	BEARING/CHORD DIR.	RADIUS
L55	2.25'	S41° 48' 53"W	
L56	4.73'	S87° 23' 25"E	
L57	3.46'	N49° 40' 40"E	
L58	3.04'	N86° 44' 41"E	
L59	6.02'	S71° 29' 34"E	
L60	3.40'	N56° 42' 48"E	
L61	3.45'	N29° 27' 17"E	
L62	1.60'	N45° 11' 26"E	
L63	3.54'	S58° 28' 14"E	
L64	6.25'	S82° 00' 30"E	
L65	2.95'	N26° 01' 23"E	
L66	5.00'	N19° 18' 18"E	
L67	4.52'	N64° 53' 13"E	
L68	2.76'	S62° 04' 41"E	
L69	4.72'	S0° 58' 27"E	
L70	3.22'	S19° 38' 51"W	
L71	6.24'	S88° 03' 16"W	
L72	2.80'	S47° 04' 21"W	
L73	5.11'	S27° 12' 01"E	
L74	7.60'	S51° 28' 16"E	

PARCEL LINE AND CURVE TABLE			
LINE/CURVE #	LENGTH	BEARING/CHORD DIR.	RADIUS
L75	4.04'	N51° 59' 17"E	
L76	9.61'	N64° 00' 18"E	
L77	8.08'	N53° 52' 20"E	
L78	5.53'	S84° 18' 02"E	
L79	7.92'	S73° 39' 32"E	
L80	5.92'	S33° 27' 58"E	
L81	5.16'	S76° 19' 10"W	
L82	1.79'	S38° 25' 56"W	
L83	2.18'	S60° 02' 15"E	
L84	6.21'	S89° 19' 43"E	
L85	4.05'	S69° 23' 56"E	
L86	8.74'	S51° 10' 35"E	
L87	2.35'	S29° 32' 48"E	
L88	5.55'	S84° 55' 16"E	
L89	6.90'	N63° 14' 30"E	
L90	6.18'	S77° 20' 17"E	
L91	2.35'	S49° 52' 51"E	
L92	3.38'	S29° 51' 38"E	
L93	1.75'	S68° 12' 43"E	
L94	1.32'	S68° 12' 43"E	

PARCEL LINE AND CURVE TABLE			
LINE/CURVE #	LENGTH	BEARING/CHORD DIR.	RADIUS
L95	3.19'	S86° 59' 40"E	
L96	4.99'	N84° 43' 45"E	
L97	16.80'	N46° 18' 52"E	
L98	38.91'	S63° 18' 07"E	
L99	54.15'	S50° 24' 26"E	
L100	25.00'	S50° 24' 26"E	
L101	69.61'	S46° 27' 14"E	
L102	56.83'	S46° 27' 14"E	
L103	41.34'	S54° 22' 03"E	
L104	55.87'	S54° 22' 03"E	
L105	65.76'	S88° 11' 27"E	
L106	29.12'	N43° 01' 30"E	
L107	29.44'	N21° 39' 16"E	
L115	65.48'	S53° 07' 27"E	

Line Charts

DATE: MARCH 18, 2015
 FILE NO: 2014-77PRJ
 SHEET: 3

Murray Crossing Restoration
 for
Bill Nutting
 Long County, Georgia



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REVISION: 08-06-2015 ADDRESS NRCS

8-17-15 REVISED FOR NRCS COMMENTS

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