

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

BRIDLEWOOD DEVELOPMENT, LLC;
WHITEHORSE I, LLC; GORDEN
TIMMONS; and EDWARD SCOTT,

Defendants.

Civil Action No. 2:16-cv-03031-PMD

CONSENT DECREE

WHEREAS, Plaintiff United States of America (“United States”), at the request of the Secretary of the United States Department of the Army, acting through the United States Army Corps of Engineers, and coordinating with Region 4 of the United States Environmental Protection Agency (“EPA”), has filed a complaint in this action, alleging that Defendants Bridlewood Development, LLC, Whitehorse I, LLC, Gorden Timmons, and Edward Scott (“Defendants”) violated Clean Water Act (“CWA”) section 301(a), 33 U.S.C. § 1311(a);

WHEREAS, the complaint alleges that Defendants violated CWA section 301(a) by discharging dredged or fill material into waters of the United States on real property known as “Bridlewood Farms” and “Whitehorse” in Ridgeville in Dorchester County, South Carolina, without authorization by the United States Army Corps of Engineers, in connection with a housing development;

WHEREAS, the complaint requests that the Court award a civil penalty and injunctive relief;

WHEREAS, Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaint; and

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 filing of answers to the complaint or the taking of any testimony upon the pleadings, and without the adjudication or admission of any issue of fact or law except as provided in Section I of this Consent Decree, and upon consent of the Parties hereto by their authorized representatives, 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 28 U.S.C. §§ 1331, 1345, and 1355, and CWA section 309(b), 33 U.S.C. § 1319(b).

2. Venue lies in the District of South Carolina pursuant to CWA section 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c).

3. For purposes of this Consent Decree, and any action to enforce this Consent Decree, Defendants consent to the Court's jurisdiction over this Consent Decree, over any such action to enforce this Consent Decree, and over Defendants, and Defendants consent to venue in this judicial district.

4. For purposes of this Consent Decree, and any action to enforce this Consent Decree only, the Parties agree, and the Court finds, that the complaint states a claim upon which

relief can be granted pursuant to CWA sections 301(a) and 309(d), 33 U.S.C. §§ 1311(a) and 1319(d).

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. Defendants shall provide a copy of this Consent Decree to all officers, employees, 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. Defendants shall condition any such contract upon performance of tasks in conformity with the terms of this Consent Decree. Except as it relates to the obligations set forth in Paragraph 27 and Section VII of this Consent Decree, the obligation set forth in Paragraph 6 of this Consent Decree shall terminate upon termination of this Consent Decree pursuant to Section XVI of this Consent Decree.

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

8. No transfer by Defendants of any interest or right in, or control of, Bridlewood Farms, Whitehorse, the Impact Areas, or the Conserved Property as referenced herein shall alter or relieve Defendants of their obligations in this Consent Decree. As a condition of any such transfer, Defendants shall reserve all rights necessary to comply with this Consent Decree. In the event of a transfer with respect to Impact Area 1, Impact Area 2, Impact Area 5a, Impact Area 6, or the Conserved Property, Defendants shall provide a true copy of this Consent Decree to the

transferee and shall simultaneously notify the United States at the addresses specified in Section XI of this Consent Decree that such notice has been given. Any transfer made without complying with this Paragraph constitutes a violation of this Consent Decree. Except as it relates to the obligations set forth in Paragraph 27 and Section VII of this Consent Decree, the obligations set forth in Paragraph 8 of this Consent Decree shall termination upon termination of this Consent Decree pursuant to Section XVI of this Consent Decree.

III. DEFINITIONS

9. 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 statute or such regulations, unless otherwise provided in this Consent Decree.

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

a. “Bridlewood Farms” shall mean real property comprised of approximately 92 acres in Dorchester County, South Carolina, the boundary of which is illustrated and delineated in Appendix A to this Consent Decree.

b. “Complaint” shall mean the complaint the United States filed in this action.

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

d. “Conserved Property” shall mean real property comprised of approximately 200 acres in Dorchester County, South Carolina, the boundary of which is illustrated and delineated

in Appendix B to this Consent Decree. Appendix B refers to the Conserved Property as “Proposed Conservation Area +/- 200 AC,” and it appears in yellow.

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

f. “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 working day.

g. “Defendants” shall mean Bridlewood Development, LLC, Whitehorse I, LLC, Gorden Timmons, and Edward Scott.

h. “Deliverable” shall mean any document that Defendants must submit to the Corps for its review and approval pursuant to Section XIV of this Consent Decree, including Defendants’ proposed deed restriction or other appropriate land use instrument for the Conserved Property; restoration plan for certain Impact Areas; monitoring and maintenance plan; and monitoring and maintenance report.

i. “Impact Areas” shall mean the following areas within Bridlewood Farms or Whitehorse: Impact Area 1, Impact Area 2, Impact Area 3, Impact Area 4, Impact Area 5a, Impact Area 5b, Impact Area 5c, Impact Area 6, Impact Area 7, and Impact Area 8. Appendix C to this Consent Decree provides an overview of the Impact Areas.

j. “Impact Area 1” shall mean an area within Whitehorse, the boundary of which is delineated and illustrated in Appendix D to this Consent Decree.

k. “Impact Area 2” shall mean an area within Whitehorse, the boundary of which is delineated and illustrated in Appendix E to this Consent Decree.

l. “Impact Area 3” shall mean an area within Whitehorse, the boundary of which is delineated and illustrated in Appendix F to this Consent Decree.

m. “Impact Area 4” shall mean an area within Bridlewood Farms, the boundary of which is delineated and illustrated in Appendix G to this Consent Decree.

n. “Impact Area 5a” shall mean an area within Whitehorse, the boundary of which is delineated and illustrated in Appendix H to this Consent Decree.

o. “Impact Area 5b” shall mean an area within Bridlewood Farms, the boundary of which is delineated and illustrated in Appendix I to this Consent Decree.

p. “Impact Area 5c” shall mean an area within Bridlewood Farms, the boundary of which is delineated and illustrated in Appendix J to this Consent Decree.

q. “Impact Area 6” shall mean an area within Whitehorse, the boundary of which is delineated and illustrated in Appendix K to this Consent Decree.

r. “Impact Area 7” shall mean an area within Bridlewood Farms, the boundary of which is delineated and illustrated in Appendix L to this Consent Decree.

s. “Impact Area 8” shall mean an area within Bridlewood Farms, the boundary of which is delineated and illustrated in Appendix M to this Consent Decree.

t. “Effective Date” shall mean the date on which this Consent Decree is entered by the Court (i.e., not any earlier date on which the Parties sign this Consent Decree).

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

v. “Parties” shall mean the United States and Defendants.

w. “Section” shall mean, except when citing a provision of the CWA or regulations, a portion of this Consent Decree identified by a Roman numeral.

- x. “United States” shall mean Plaintiff United States of America.
- y. “Whitehorse” shall mean real property comprised of approximately 246 acres in Dorchester County, South Carolina, the boundary of which is illustrated and delineated in Appendix A to this Consent Decree.
- z. “Work” shall mean on-the-ground restoration activities that Defendants are required to perform, or otherwise agree to undertake, pursuant to Paragraph 25 of this Consent Decree.

IV. RESOLUTIONS AND COVENANTS

11. This Consent Decree resolves the claims of the United States against Defendants alleged in the complaint.

12. This Consent Decree also resolves the claims of Defendants against the Corps alleged in *Bridlewood Development, LLC v. Corps*, Civil Action No.: 2:14-cv-3741-PMD (D.S.C.), which Defendants have since dismissed without prejudice. Upon the Effective Date of this Consent Decree, that prior dismissal without prejudice shall be deemed to be *with* prejudice. Within ten (10) Days of the Effective Date of this Consent Decree, Defendants shall file a notice of dismissal with prejudice in Civil Action No. 2:14-cv-3741-PMD (D.S.C.).

13. Upon the Effective Date of this Consent Decree, Defendants’ prior dismissal, without prejudice, of all claims asserted against any person in *Bridlewood Development, LLC v. Litz*, Civil Action No. 2:14-cv-3721-PMD (D.S.C.), shall be deemed to be *with* prejudice. Within ten (10) Days of the Effective Date of this Consent Decree, Defendants shall file a notice of dismissal with prejudice in Civil Action No. 2:14-cv-3721-PMD (D.S.C.).

14. Within ten (10) Days after the Effective Date of this Consent Decree, Defendants shall withdraw, with prejudice, all administrative claims they have submitted to the Corps pursuant to the Federal Torts Claim Act.

15. 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.

16. Defendants' obligations under this Consent Decree are joint and several.

17. The Parties acknowledge that, upon entry of this Consent Decree, Nationwide Permit 32, part ii found at 77 Fed. Reg. 10,184 (Feb. 21, 2012), will provide CWA section 404 authorization, subject to the conditions provided in the Nationwide Permit and this Consent Decree, for any dredged or fill material that was placed at Bridlewood Farms or Whitehorse in conjunction with discharges alleged to be violations of the CWA in the complaint (i.e., discharges at Impact Areas). The Parties further 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 Work in Impact Areas (i.e., the requirements of Paragraph 25 of this Consent Decree), with such authorization being subject to the conditions provided in Nationwide Permit 32 and this Consent Decree.

18. This Consent Decree is not and shall not be interpreted to be a permit or modification of any existing permit issued pursuant to any federal, state, or local laws or regulations. Except as provided in Paragraph 17, 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).

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

20. The United States reserves any and all legal and equitable remedies available to enforce this Consent Decree and applicable law. 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 11 of this Consent Decree.

21. Except as provided in Section I of this Consent Decree, nothing in this Consent Decree shall constitute an admission of fact or law by any party. Specifically, Defendants reserve any right that they may have to challenge any future assertion of jurisdiction by the United States pursuant to Section 404 over any area other than the Impact Areas described in Paragraph 10.i. through 10.s. of this Consent Decree. Likewise, the United States reserves any defenses that it may have in responding to any such challenge (except for an argument that this Consent Decree resolves such a challenge).

V. REMEDIAL PROVISIONS

CIVIL PENALTY

22. Within thirty (30) Days of the Effective Date of this Consent Decree, Defendants shall pay a civil penalty to the United States in the amount of twenty five thousand dollars (\$25,000).

23. Payment to the United States shall be made in accordance with written instructions to be provided to Defendants by the United States Department of Justice following entry of this Consent Decree. Upon payment, Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree.

24. 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

25. Work in Impact Areas 1, 2, 5a, and 6:

a. Within thirty (30) Days of the Effective Date of this Consent Decree, Defendants shall submit to the Corps, for its review as a Deliverable pursuant to Section XIV of this Consent Decree, a plan to restore, through removing of fill and restoring to grade, Impact Area 1, Impact Area 2, Impact Area 5a, and Impact Area 6.

b. The plan shall propose a prompt deadline for the completion of Work following the Corps' approval of the plan.

c. Within ten (10) Days of completion of the Work, Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree.

26. Monitoring and Maintenance in Impact Areas 1, 2, 5a, and 6:

a. Within ninety (90) Days of the Effective Date of this Consent Decree, Defendants shall submit to the Corps, for its review as a Deliverable pursuant to Section XIV of this Consent Decree, a monitoring and maintenance plan for Impact Area 1, Impact Area 2, Impact Area 5a, and Impact Area 6. The plan shall propose, among other things, locations and parameters for monitoring, actions to address any failure to meet success criteria, and deadlines for the completion of monitoring and maintenance.

b. Within ten (10) Days of completion of monitoring and maintenance, Defendants shall provide written notice to the United States at the addresses specified in Section XI of this Consent Decree.

27. Preservation in Perpetuity of the Conserved Property:

a. Within thirty (30) Days of the Effective Date of this Consent Decree, Defendants shall submit to the Corps, for its review as a Deliverable pursuant to Section XIV of this Consent Decree, a draft restrictive covenant, conservation easement, or other appropriate land use instrument designed to ensure, with a buffer area, and except as necessary for Work, the preservation of the Conserved Property in perpetuity as purely natural. The instrument shall run with the land and bind Defendants and their heirs, personal representatives, successors, and assigns. The instrument shall provide the United States with the right to enforce it by appropriate legal proceedings, including but not limited to enforcement of this Consent Decree. The instrument may reserve to Defendants and their heirs, personal representatives, successors, and assigns the right to quiet enjoyment of the Conserved Property; the right of ingress and egress thereto; the right to hunt, fish, and hike.

b. Within thirty (30) Days of the Corps' approval of the instrument pursuant to Section XIV of this Consent Decree, Defendants shall execute and record the instrument, as well as a true and correct copy of this Consent Decree, with the recorder of deeds office in Dorchester County. Thereafter, each deed, title, conservation easement, or other instrument conveying an interest in any portion of the Conserved Property shall (a) contain a notice stating that the Conserved Property is subject to this Consent Decree and Corps-approved instrument; and (b) refer to the recorded location of this Consent Decree and Corps-approved instrument.

c. Within ten (10) Days of such recording, Defendants shall provide written notice of such completion, along with a true and correct copy of the recorded instrument, to the United States at the addresses specified in Section XI of this Consent Decree.

d. Except as necessary for Work, Defendants shall not disturb -- or allow any other person to disturb -- any portion of the Conserved Property in any manner inconsistent with preserving the Conserved Property in perpetuity as purely natural.

VI. REPORTS

28. Defendants shall submit monitoring and maintenance reports to the Corps for its review as a Deliverable pursuant to Section XIV of this Consent Decree. Each report shall address monitoring and maintenance efforts and results; problems encountered or anticipated, together with implemented or proposed solutions; and such other information as required by the monitoring and maintenance plan approved by the Corps in accordance with Paragraph 26.a. of this Consent Decree. Frequency and duration of reporting shall be in accordance with the monitoring and maintenance plan as approved by the Corps.

29. Each monitoring and maintenance report shall be signed by an individual who constitutes a “responsible corporate officer” or “duly authorized representative” within the meaning of 40 C.F.R. § 122.22(a)(1)-(3), (b), and it shall include the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete.”

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

31. 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 RIGHT OF ENTRY

32. Until three (3) years after the termination of this Consent Decree pursuant to Section XVI, Defendants shall retain, and shall instruct their contractors, consultants, and other agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in their or their contractors' or other agents' possession or control, or that come into their contractors' or other agents' possession or control, and that relate in any manner to Defendants' performance of their obligations under this Consent Decree. At any time during this information-retention period, upon request by the Corps (or the United States on behalf of the Corps), Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

33. After providing reasonable advance written notice, the Corps (or the United States on behalf of the Corps) shall have the right of entry on Bridlewood Farms, Whitehorse, and/or the Conserved Property as necessary to review the plans, reports, and other information submitted by Defendants to the Corps. Similarly, after providing reasonable advance written notice, the Corps shall have the right of entry on Bridlewood Farms, Whitehorse, and/or the Conserved Property if the Corps has reason to believe that Defendants are not acting in compliance with this Consent Decree, or that activities are occurring inconsistent with the preservation of the Conserved Property in perpetuity as a purely natural area.

34. This Consent Decree does not affect any other rights of entry and inspection, or any rights 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

35. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section (“Dispute Resolution”) shall be the exclusive mechanism for Defendants to resolve all of their 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.

36. Any dispute Defendants have that is 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 a written Notice of Dispute, pursuant to Section XI. 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 in writing by the United States. 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 file with the Court a motion for judicial resolution of the dispute.

37. In any dispute submitted to the Court for resolution pursuant to this Section, Defendants shall have the burden of proving by a preponderance of evidence that the United

States' position is not in accordance with the objectives of this Consent Decree and the CWA, and that Defendants' position will achieve compliance with the terms of this Consent Decree and the CWA.

38. 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. Stipulated penalties and interest, if applicable to the disputed matter, shall continue to accrue from the first Day of violation, but payment shall be stayed pending resolution of the dispute as provided in Section X. If Defendants do not prevail on the disputed issue, stipulated penalties, and interest, if applicable, shall be assessed and paid as provided in Section X.

IX. FORCE MAJEURE

39. "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.

40. 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 they intend 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.

41. 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.

42. 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.

43. 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

44. 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 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.

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

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

47. Except as provided in Paragraph 49 below, 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.

48. The United States may reduce or waive stipulated penalties that have accrued under this Consent Decree.

49. 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. 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.

50. If Defendants fail to pay stipulated penalties in accordance with 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. The interest shall be computed daily from the time the payment is due until the date the payment is made. The interest shall also be compounded annually. 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.

51. The stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendants' violation of this Consent Decree or applicable law.

XI. ADDRESSES

52. 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:

i. TO THE DEPARTMENT OF JUSTICE:

Andrew J. Doyle
Debra Carfora
United States Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, DC 20044

(202) 514-4427 (Doyle)
(202) 514-2650 (Carfora)
andrew.doyle@usdoj.gov
debra.carfora@usdoj.gov

ii. TO THE CORPS:

James Choate
Assistant District Counsel
Office of Counsel
U.S. Army Corps of Engineers
Charleston District
69A Hagood Avenue
Charleston, SC 29403
(843) 329-8176
james.f.choate@usace.army.mil

b. TO DEFENDANTS:

Stanley Barnett
Smith, Bundy, Bybee & Barnett, P.C.
1037 Chuck Dawley Blvd., Bldg. F, Suite 100
P.O. Box 1542
Mount Pleasant, SC 29465-1542
(843) 881-1623
stanleyb@s3blaw.com

Bart Sabine
Tyler Sgro
Sabine & Waters, Inc.
P.O. Box 1072
Summerville, SC 29484
(843) 871-5383
bsabine@sabinc.net
tsgro@sabinc.net

Wood Lane, LLC
c/o Harvey Nusbaum
8919 Reisterstown Road
Baltimore, Maryland 21208
(410)-484-0044, 410-484-3311 (fax)
himelfarblawoffice@gmail.com

Bridlewood Development, LLC
c/o Gorden Timmons
Bridlewood Farms Development, LLC

247 Hill Branch Road
Ridgeville, SC 29472
843/670-7560
gordentimmons@bellsouth.net

Whitehorse I, LLC
c/o Edward Scott
117 West Patrick Street
Frederick, Maryland 21701
301/694-8444 (Office)
eds@klinescottvisco.com

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

54. Notices submitted pursuant to this Section shall be transmitted via certified U.S. mail and deemed submitted upon such mailing, unless otherwise provided in this Consent Decree or by subsequent mutual agreement of the Parties in writing. In addition to serving by certified U.S. mail, the Parties shall also send a courtesy email.

XII. COSTS OF SUIT

55. The Parties shall bear their own costs and attorneys' fees in this action to date.

XIII. PUBLIC COMMENT

56. The Parties acknowledge that after the lodging and before the entry of this Consent Decree, final approval by the United States is subject to the requirements of 28 C.F.R. § 50.7, which provides for public notice and comment. The United States reserves the right to withhold or withdraw its consent to the entry of this Consent Decree if the comments received disclose facts or considerations which lead the United States to conclude that the proposed

judgment is inappropriate, improper, or inadequate. Defendants agree not to withdraw from, oppose entry of, or to challenge any provision of this Consent Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Consent Decree. Defendants consent to entry of this Consent Decree in its present form without further notice.

XIV. REVIEW OF DELIVERABLES

57. After Defendants submit any Deliverable, the Corps shall within a reasonable time and 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.

58. If the Deliverable is approved pursuant to Paragraph 57(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 57(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).

59. If the Deliverable is disapproved in whole or in part pursuant to Paragraph 57(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 58 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 Corps 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

60. 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

61. After Defendants have completed the requirements of Section V of this Consent Decree and have paid any outstanding stipulated penalties, 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.

62. Within a reasonable time following the United States' receipt of Defendants' Request for Termination, the Parties shall 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 terminating the Consent Decree.

63. 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.

64. Termination of this Consent Decree does not extinguish the requirement set forth in Paragraph 27 of this Consent Decree regarding preservation in perpetuity of the Conserved Property or its restrictive covenant or conservation easement.

XVII. SIGNATORIES/SERVICE

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

66. 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 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.

XVIII. INTEGRATION

67. 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, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree.

XIX. FINAL JUDGMENT AND RETENTION OF JURISDICTION

68. Upon its approval and entry, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants.

69. 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

70. The following Appendices are attached to and part of this Consent Decree:
- a. Appendix A: Bridlewood Farms and Whitehorse
 - b. Appendix B: Conserved Property
 - c. Appendix C: Overview of Impact Areas
 - d. Appendix D: Impact Area 1
 - e. Appendix E: Impact Area 2
 - f. Appendix F: Impact Area 3
 - g. Appendix G: Impact Area 4
 - h. Appendix H: Impact Area 5a
 - i. Appendix I: Impact Area 5b
 - j. Appendix J: Impact Area 5c
 - k. Appendix K: Impact Area 6
 - l. Appendix L: Impact Area 7

m. Appendix M: Impact Area 8

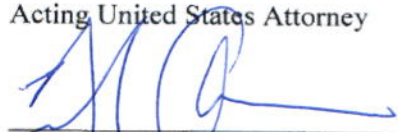
IT IS SO ORDERED

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

UNITED STATES DISTRICT JUDGE

FOR PLAINTIFF UNITED STATES OF AMERICA:

BETH DRAKE
Acting United States Attorney



BROOK B. ANDREWS (#10231)
Assistant United States Attorney
1441 Main Street Suite 500
Columbia, South Carolina 29201
Telephone: (803) 929-3000
brook.andrews@usdoj.gov

Dated: 9/7/16

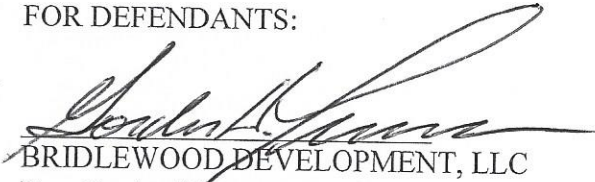
JOHN C. CRUDEN
Assistant Attorney General



ANDREW J. DOYLE
Trial Attorney
United States Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044
Telephone: (202) 514-4427
andrew.doyle@usdoj.gov

Dated: 9/6/16

FOR DEFENDANTS:


BRIDLEWOOD DEVELOPMENT, LLC

By: Gordon Timmons
Address: 247 Hill Branch Road
Ridgeville, SC 29472
Telephone number: 843/670-7560
Email address: gordentimmons@bellsouth.net

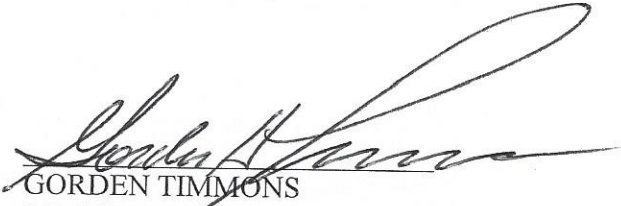
Dated: 7/14/2016



WHITEHORSE I, LLC
BY: PECADOR DEVELOPMENT LLC, ITS MEMBER
By: Edward Scott, MANAGING MEMBER

Address: 117 West Patrick Street
Frederick, Maryland 21701
Telephone number: 301/694-8444 (Office)
Email address: eds@klinescottvisco.com

Dated: 7/14/16


GORDEN TIMMONS

247 Hill Branch Road
Ridgeville, SC 29472
Telephone number: 843/670-7560
Email address: gordentimmons@bellsouth.net

Dated: 7/14/2016



EDWARD SCOTT
117 West Patrick Street
Frederick, Maryland 21701
Telephone number: 301/694-8444 (Office)
Email address: eds@klinescottvisco.com

Dated: 7/14/16

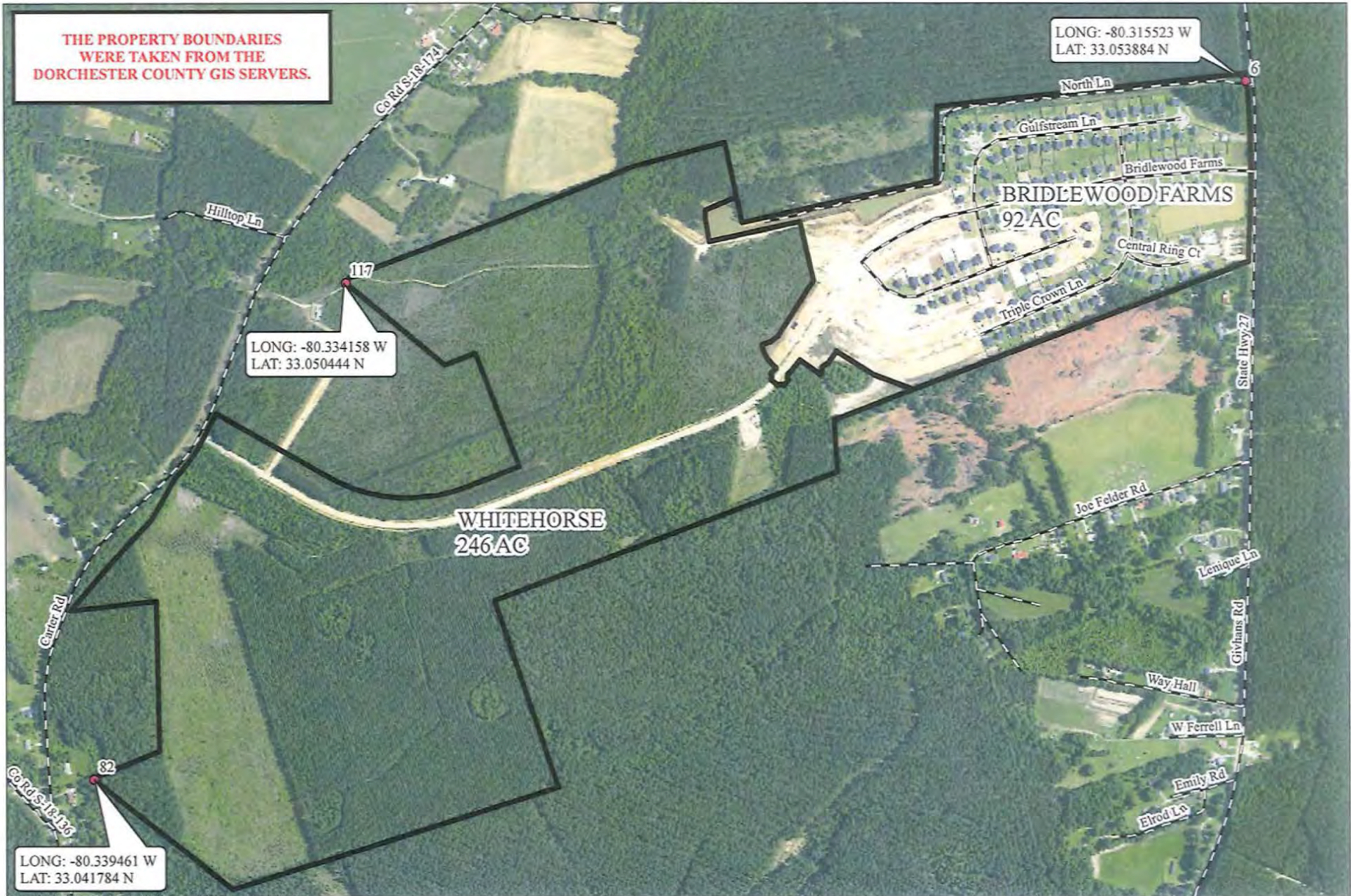
COUNSEL FOR DEFENDANTS:

A handwritten signature in black ink, appearing to read "Stanley Barnett", with a long horizontal line extending to the right.

Dated:

8/23/16

STANLEY BARNETT
Smith, Bundy, Bybee & Barnett, P.C.
1037 Chuck Dawley Blvd., Bldg. F, Suite 100
P.O. Box 1542
Mount Pleasant, SC 29465-1542
(843) 881-1623
stanleyb@s3blaw.com



**THE PROPERTY BOUNDARIES
WERE TAKEN FROM THE
DORCHESTER COUNTY GIS SERVERS.**

117
LONG: -80.334158 W
LAT: 33.050444 N

6
LONG: -80.315523 W
LAT: 33.053884 N

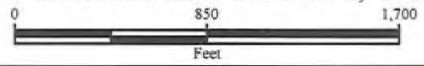
82
LONG: -80.339461 W
LAT: 33.041784 N

**WHITEHORSE
246 AC**

**BRIDLEWOOD FARMS
92 AC**

EXTERNAL SOURCES: NAD 2011 TRUE COLOR AERIAL, U.S. CENSUS ROADS, DORCHESTER COUNTY GIS PARCELS
Created By: Stephen Bennett
Date Created: February 5, 2016
Copyright 2016 Sabine & Waters, Inc.
943.871.5385 (phone) 943.871.2950 (fax)
<http://www.sabine.net>
bridlewood/impact maps/appendix a.mxd
Disclaimer: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Sabine & Waters, Inc. disclaims all responsibility and liability for the use of this map.
REVISED: 4/4/2016

**APPENDIX A - (PAGE 1 OF 7)
BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
DORCHESTER COUNTY, SC**



LEGEND

PROPERTY BOUNDARY
 ROADS

BRIDLEWOOD FARMS AND WHITEHORSE - PROPERTY BOUNDARIES COORDINATES (PAGE 2 OF 7)		
Bridlewood Farms Identifiers	Latitude	Longitude
0	33.052014	-80.322919
1	33.052018	-80.322899
2	33.05219	-80.321955
3	33.052799	-80.321941
4	33.053476	-80.321924
5	33.054021	-80.315537
6	33.053884	-80.315523
7	33.053791	-80.315515
8	33.053789	-80.3155
9	33.052926	-80.315442
10	33.05293	-80.315458
11	33.052899	-80.315457
12	33.052806	-80.315454
13	33.052723	-80.315452
14	33.052495	-80.315449
15	33.052494	-80.315449
16	33.052129	-80.315451
17	33.052128	-80.315451
18	33.051876	-80.315457
19	33.051625	-80.315467
20	33.051374	-80.315481
21	33.051185	-80.315494
22	33.050715	-80.315511
23	33.050559	-80.316003
24	33.050494	-80.316209
25	33.050368	-80.316609
26	33.050269	-80.31692
27	33.050169	-80.317238
28	33.05005	-80.317613
29	33.0498	-80.318405
30	33.049723	-80.318649
31	33.049646	-80.318894
32	33.049569	-80.319138
33	33.049492	-80.319383
34	33.049415	-80.319627
35	33.049338	-80.319872
36	33.049261	-80.320116
37	33.049182	-80.320367
38	33.049103	-80.320618
39	33.049024	-80.320868
40	33.048518	-80.322474
41	33.048779	-80.323285
42	33.049198	-80.324056
43	33.048982	-80.324228
44	33.048979	-80.324246
45	33.048929	-80.324339

BRIDLEWOOD FARMS AND WHITEHORSE - PROPERTY BOUNDARIES COORDINATES (PAGE 3 OF 7)		
Bridlewood Farms Identifiers	Latitude	Longitude
46	33.048844	-80.32436
47	33.048801	-80.324363
48	33.048786	-80.324384
49	33.048939	-80.324628
50	33.049048	-80.324803
51	33.048853	-80.324993
52	33.048798	-80.325046
53	33.048789	-80.325054
54	33.048778	-80.32506
55	33.048767	-80.325065
56	33.048756	-80.325066
57	33.048744	-80.325066
58	33.048733	-80.325063
59	33.048722	-80.325058
60	33.048712	-80.325051
61	33.048703	-80.325042
62	33.048691	-80.325056
63	33.048606	-80.325142
64	33.048608	-80.325151
65	33.048612	-80.325166
66	33.048621	-80.325205
67	33.048608	-80.325264
68	33.048607	-80.325269
69	33.048666	-80.325349
70	33.048716	-80.325414
71	33.048724	-80.325405
72	33.048733	-80.325398
73	33.048743	-80.325393
74	33.048754	-80.32539
75	33.048765	-80.325389
76	33.048776	-80.32539
77	33.048787	-80.325393
78	33.048797	-80.325398
79	33.048806	-80.325405
80	33.048815	-80.325413
81	33.048913	-80.3253
82	33.048973	-80.325373
83	33.049017	-80.325422
84	33.049065	-80.325466
85	33.049117	-80.325504
86	33.049171	-80.325536
87	33.049228	-80.325561
88	33.049287	-80.32558
89	33.049313	-80.325586

BRIDLEWOOD FARMS AND WHITEHORSE - PROPERTY BOUNDARIES COORDINATES (PAGE 4 OF 7)		
Bridlewood Farms Identifiers	Latitude	Longitude
90	33.049366	-80.325418
91	33.04947	-80.325248
92	33.049617	-80.325133
93	33.04973	-80.325047
94	33.050055	-80.324798
95	33.050103	-80.324761
96	33.050351	-80.324571
97	33.050431	-80.324509
98	33.051468	-80.324773
99	33.05127	-80.32586
100	33.051128	-80.326643
101	33.051516	-80.326717
102	33.051679	-80.32672
103	33.051879	-80.32616
104	33.05188	-80.326062
105	33.05188	-80.32606
106	33.051464	-80.325963
107	33.051461	-80.325961
108	33.051576	-80.325329
109	33.051721	-80.324532
110	33.051837	-80.323893
111	33.051953	-80.323255
112	33.052014	-80.322919
Whitehorse Identifiers	Latitude	Longitude
0	33.051872	-80.329932
1	33.051881	-80.329906
2	33.052006	-80.329537
3	33.052168	-80.329057
4	33.052292	-80.328691
5	33.05241	-80.328344
6	33.05246	-80.328196
7	33.052515	-80.327945
8	33.052797	-80.326663
9	33.052876	-80.326302
10	33.052876	-80.326301
11	33.052799	-80.326283
12	33.052061	-80.326109
13	33.052054	-80.326107
14	33.051985	-80.326089
15	33.05188	-80.326062
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18	33.051516	-80.326717
19	33.051128	-80.326643

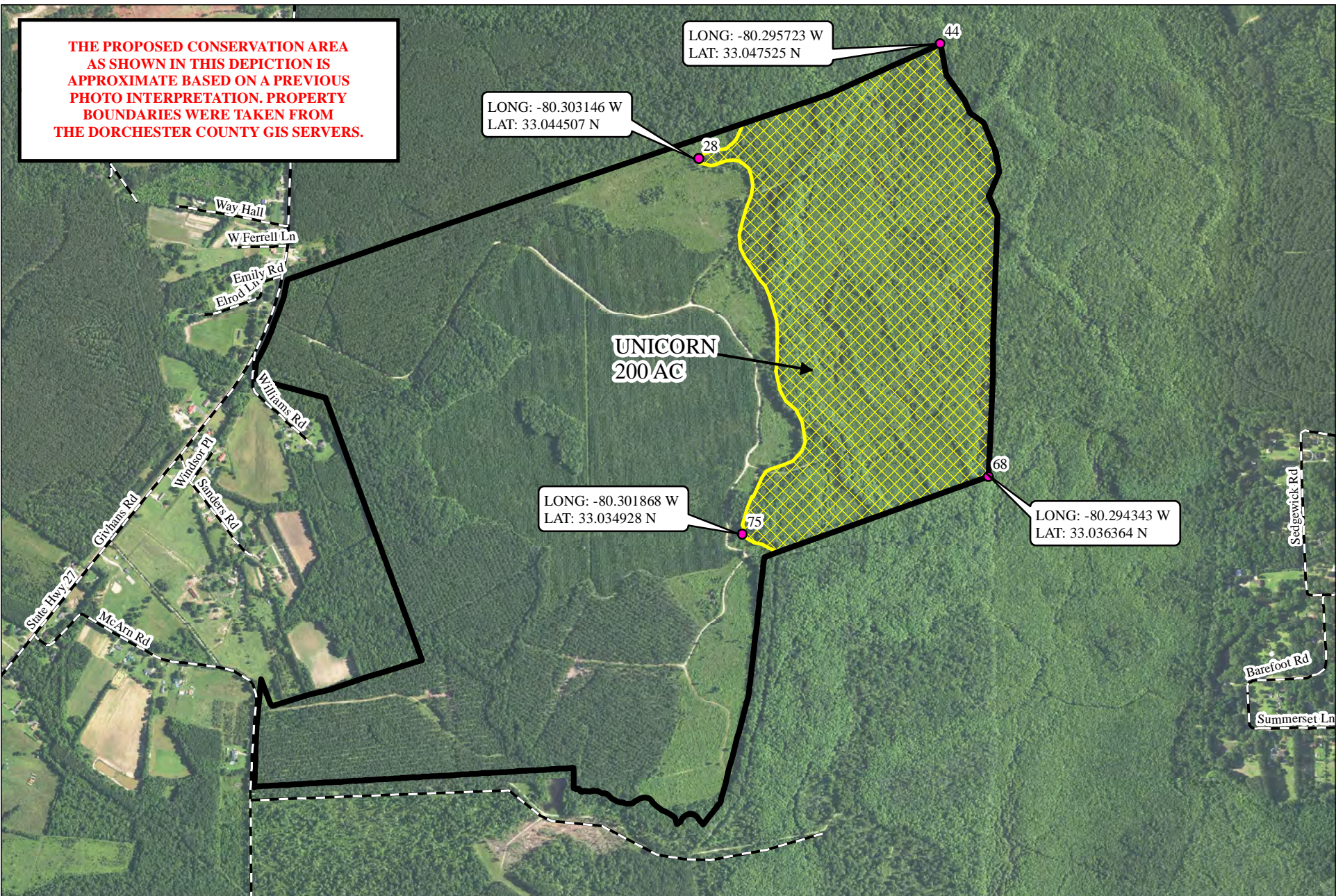
BRIDLEWOOD FARMS AND WHITEHORSE - PROPERTY BOUNDARIES COORDINATES (PAGE 5 OF 7)

Whitehorse Identifiers	Latitude	Longitude
20	33.05127	-80.32586
21	33.051468	-80.324773
22	33.050431	-80.324509
23	33.050351	-80.324571
24	33.04973	-80.325047
25	33.049617	-80.325133
26	33.04947	-80.325248
27	33.049366	-80.325418
28	33.049313	-80.325586
29	33.049287	-80.325558
30	33.049287	-80.325561
31	33.049287	-80.325536
32	33.049287	-80.325504
33	33.049287	-80.325466
34	33.049287	-80.325422
35	33.049287	-80.325373
36	33.049287	-80.3253
37	33.049287	-80.325413
38	33.049287	-80.325405
39	33.049287	-80.325398
40	33.049287	-80.325393
41	33.049287	-80.32539
42	33.049287	-80.325389
43	33.049287	-80.32539
44	33.049287	-80.325393
45	33.049287	-80.325398
46	33.049287	-80.325405
47	33.049287	-80.325414
48	33.049287	-80.325349
49	33.049287	-80.325269
50	33.049287	-80.325205
51	33.049287	-80.325142
52	33.049287	-80.325048
53	33.049287	-80.325071
54	33.049287	-80.325059
55	33.049287	-80.324993
56	33.049287	-80.324803
57	33.049287	-80.324628
58	33.049287	-80.324384
59	33.049287	-80.324363
60	33.049287	-80.32436
61	33.049287	-80.324339
62	33.049287	-80.324246
63	33.049287	-80.324228
64	33.049287	-80.324056

BRIDLEWOOD FARMS AND WHITEHORSE - PROPERTY BOUNDARIES COORDINATES (PAGE 6 OF 7)		
Whitehorse Identifiers	Latitude	Longitude
65	33.049287	-80.323285
66	33.049287	-80.322474
67	33.049287	-80.324114
68	33.049287	-80.324113
69	33.049287	-80.324105
70	33.049287	-80.324059
71	33.049287	-80.324059
72	33.049287	-80.331156
73	33.049287	-80.329879
74	33.049287	-80.329876
75	33.049287	-80.334584
76	33.049287	-80.334894
77	33.049287	-80.334896
78	33.049287	-80.336618
79	33.049287	-80.337664
80	33.049287	-80.338134
81	33.049287	-80.338677
82	33.049287	-80.339461
83	33.049287	-80.339484
84	33.049287	-80.338111
85	33.049287	-80.33815
86	33.049287	-80.33815
87	33.049287	-80.339914
88	33.049287	-80.3391
89	33.049287	-80.338517
90	33.049287	-80.33822
91	33.049287	-80.337736
92	33.049287	-80.337605
93	33.049287	-80.33748
94	33.049287	-80.337361
95	33.049287	-80.337249
96	33.049287	-80.3372
97	33.049287	-80.336916
98	33.049287	-80.336875
99	33.049287	-80.334589
100	33.049287	-80.334459
101	33.049287	-80.334341
102	33.049287	-80.334172
103	33.049287	-80.334047
104	33.049287	-80.333753
105	33.049287	-80.333442
106	33.049287	-80.333126
107	33.049287	-80.332808
108	33.049287	-80.332334
109	33.049287	-80.332024

BRIDLEWOOD FARMS AND WHITEHORSE - PROPERTY BOUNDARIES COORDINATES (PAGE 7 OF 7)		
Whitehorse Identifiers	Latitude	Longitude
110	33.049287	-80.331871
111	33.049287	-80.331721
112	33.049287	-80.331014
113	33.049287	-80.331558
114	33.049287	-80.330617
115	33.049287	-80.331501
116	33.049287	-80.332127
117	33.049287	-80.334158
118	33.049287	-80.334156
119	33.049287	-80.334108
120	33.049287	-80.330956
121	33.049287	-80.330107
122	33.049287	-80.329932

THE PROPOSED CONSERVATION AREA AS SHOWN IN THIS DEPICTION IS APPROXIMATE BASED ON A PREVIOUS PHOTO INTERPRETATION. PROPERTY BOUNDARIES WERE TAKEN FROM THE DORCHESTER COUNTY GIS SERVERS.



EXTERNAL SOURCES: NAIP 2015 TRUE COLOR AERIAL, U.S. CENSUS ROADS, DORCHESTER COUNTY GIS PARCEL

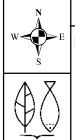
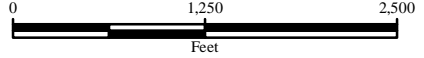
Created By: Stephen Bennett
Date Created: February 5, 2016
Copyright 2016 Sabine & Waters, Inc.
R:\csc\dat\scott_ed\whitchose_1_16\bridlewood\impact_maps\appendix b.mxd

Sabine & Waters, Inc.
Environmental Land Management Consultants
P.O. Box 1072 Summerville, SC 29484
843.871.5383 (phone) 843.871.2050 (fax)
http://www.sabine.net

Disclaimer: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Sabine & Waters, Inc. disclaims all responsibility and liability for the use of this map.

REVISED: July 2016

**APPENDIX B - (PAGE 1 OF 4)
UNICORN PROPERTY - CONSERVATION AREA
DORCHESTER COUNTY, SC**

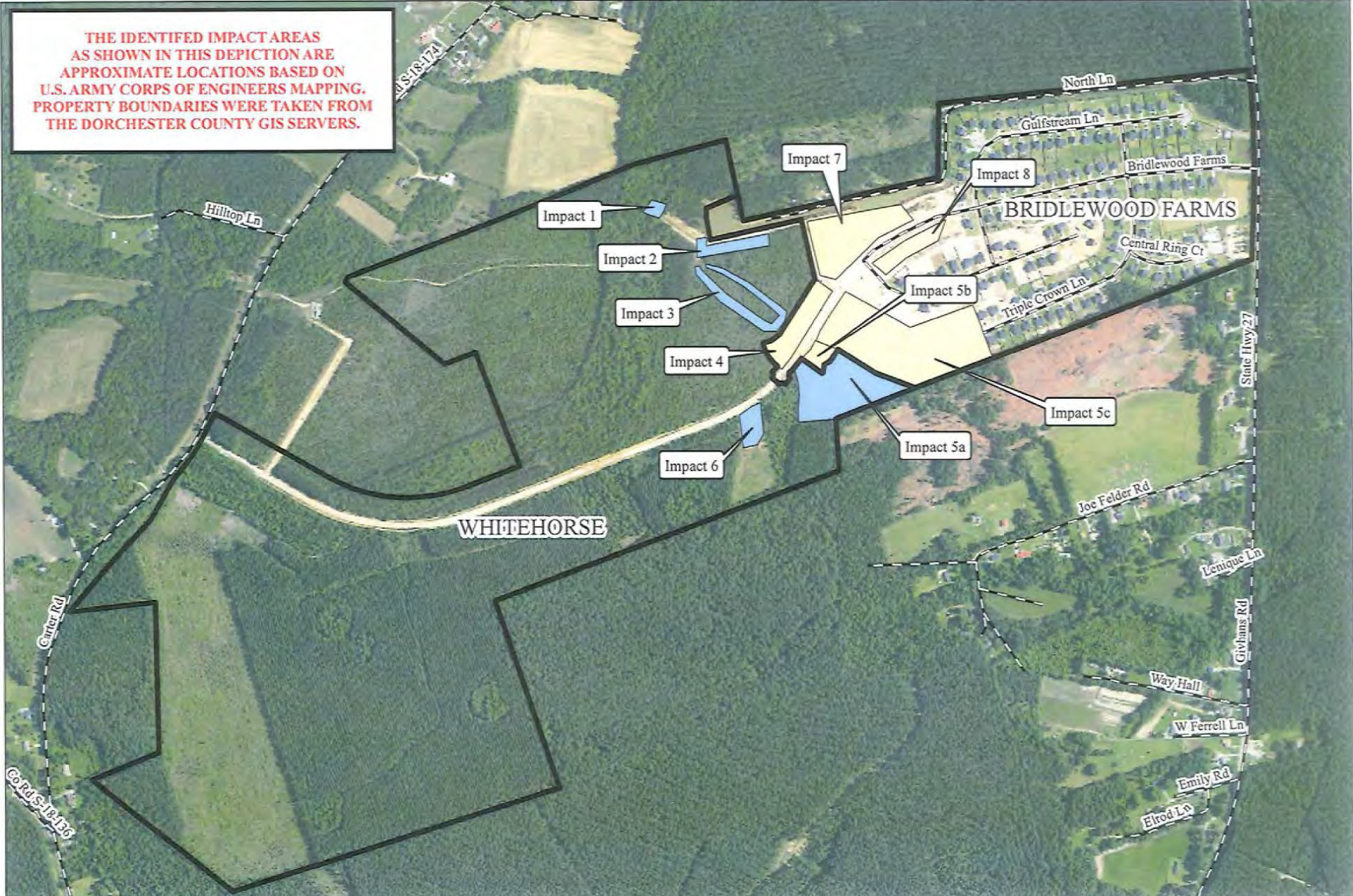


LEGEND	
	PROPERTY BOUNDARY
	PROPOSED CONSERVATION AREA +/- 200 AC
	ROADS

UNICORN - CONSERVATION AREA COORDINATES (PAGE 2 OF 4)		
Identifiers	Latitude	Longitude
0	33.039119	-80.300815
1	33.039346	-80.300782
2	33.039532	-80.300766
3	33.039741	-80.300784
4	33.039917	-80.300763
5	33.040347	-80.300774
6	33.040452	-80.300787
7	33.041094	-80.301016
8	33.041316	-80.301125
9	33.041493	-80.301313
10	33.04163	-80.301406
11	33.042043	-80.301734
12	33.04229	-80.301878
13	33.042636	-80.301916
14	33.043008	-80.301803
15	33.043391	-80.301662
16	33.043647	-80.301549
17	33.043914	-80.301491
18	33.044171	-80.301545
19	33.044357	-80.301598
20	33.044463	-80.301764
21	33.044546	-80.301915
22	33.04457	-80.302094
23	33.044548	-80.302316
24	33.044468	-80.302565
25	33.044432	-80.302753
26	33.044443	-80.302794
27	33.044507	-80.303146
28	33.044617	-80.303127
29	33.044741	-80.302977
30	33.044825	-80.302644
31	33.044862	-80.302289
32	33.044972	-80.302157
33	33.044978	-80.302133
34	33.045084	-80.302005
35	33.045093	-80.30198
36	33.045119	-80.301973
37	33.045239	-80.301917
38	33.045244	-80.301909
39	33.045418	-80.301811
40	33.04548	-80.301801
41	33.045507	-80.301772
42	33.045545	-80.301637
43	33.046249	-80.299128
44	33.047525	-80.295723
45	33.047326	-80.295681

UNICORN - CONSERVATION AREA COORDINATES (PAGE 3 OF 4)		
Identifers	Latitude	Longitude
46	33.046726	-80.295553
47	33.046722	-80.295552
48	33.04672	-80.295548
49	33.046064	-80.29499
50	33.045746	-80.294833
51	33.045493	-80.294413
52	33.044765	-80.294061
53	33.044612	-80.294032
54	33.044726	-80.294052
55	33.044551	-80.29402
56	33.044293	-80.293969
57	33.044216	-80.293954
58	33.044216	-80.293954
59	33.043603	-80.294274
60	33.043603	-80.294274
61	33.043602	-80.294274
62	33.043098	-80.294016
63	33.043092	-80.294013
64	33.039842	-80.294171
65	33.039841	-80.294171
66	33.039726	-80.294173
67	33.038987	-80.294183
68	33.036364	-80.294343
69	33.034508	-80.30061
70	33.034454	-80.300792
71	33.034579	-80.30109
72	33.034674	-80.301294
73	33.034711	-80.301517
74	33.034817	-80.30172
75	33.034928	-80.301868
76	33.035131	-80.301847
77	33.035164	-80.301886
78	33.035265	-80.301837
79	33.035591	-80.301724
80	33.035897	-80.301571
81	33.03589	-80.301539
82	33.036373	-80.301274
83	33.036554	-80.301132
84	33.036611	-80.300983
85	33.036702	-80.300623
86	33.036805	-80.300318
87	33.03706	-80.30004
88	33.037304	-80.299941
89	33.037805	-80.30002
90	33.03812	-80.300211

UNICORN - CONSERVATION AREA COORDINATES (PAGE 4 OF 4)		
Identifers	Latitude	Longitude
91	33.038355	-80.300527
92	33.038635	-80.300704
93	33.039043	-80.300798
94	33.039119	-80.300815



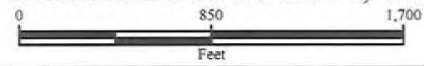
EXTERNAL SOURCES: NAD 2011 TRUE COLOR AERIAL, U.S. CENSUS ROADS, DORCHESTER COUNTY GIS PARCELS

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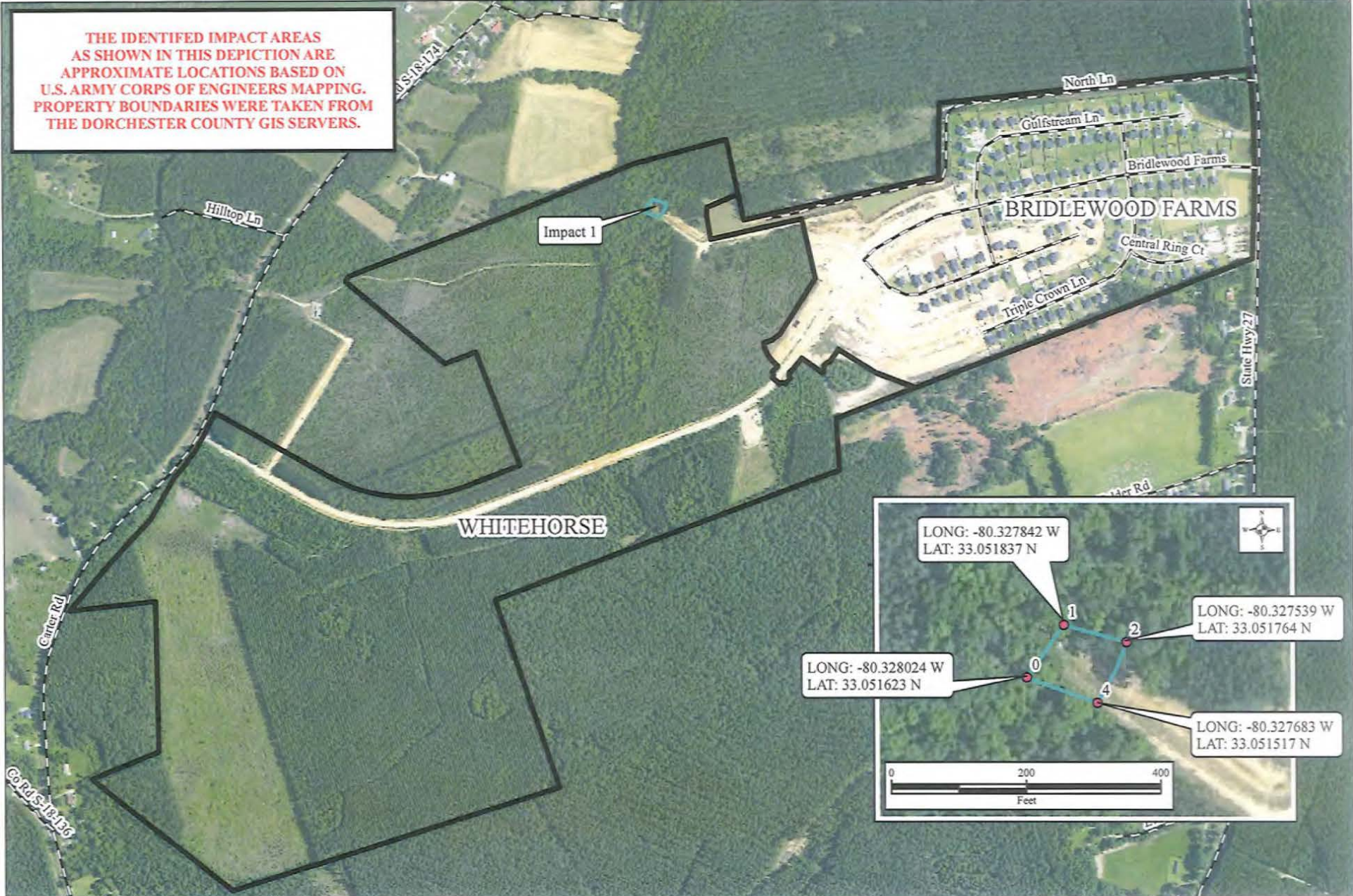
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APPENDIX C
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC



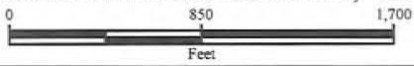
LEGEND	
	PROPERTY BOUNDARY
	BRIDLEWOOD FARMS IMPACT AREAS
	WHITEHORSE IMPACT AREAS
	ROADS



THE IDENTIFIED IMPACT AREAS AS SHOWN IN THIS DEPICTION ARE APPROXIMATE LOCATIONS BASED ON U.S. ARMY CORPS OF ENGINEERS MAPPING. PROPERTY BOUNDARIES WERE TAKEN FROM THE DORCHESTER COUNTY GIS SERVERS.

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**APPENDIX D - (PAGE 1 OF 2)
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC**



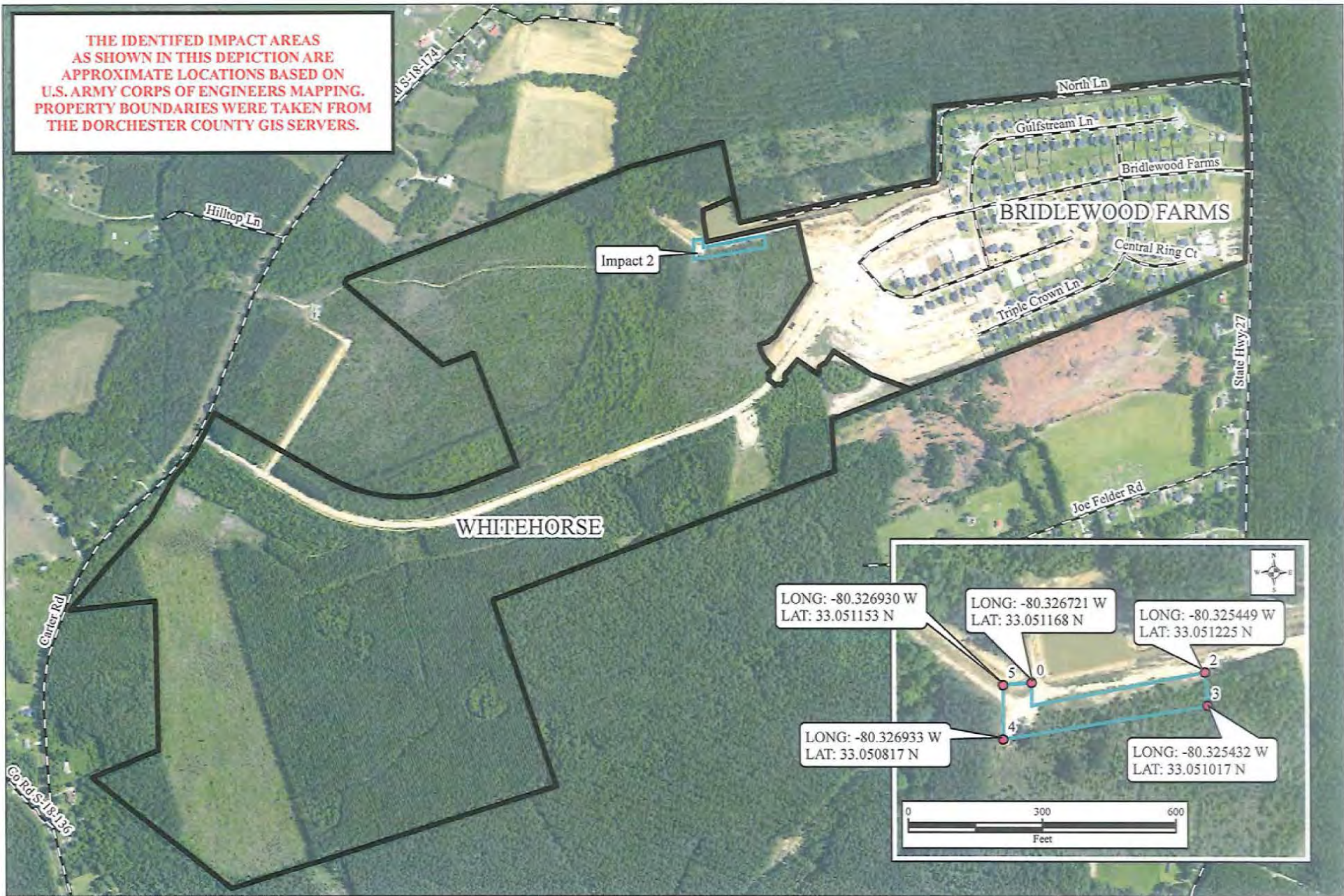
LEGEND

- PROPERTY BOUNDARY
- IMPACT AREA 1
- ROADS

LONG: -80.327526 W
 LAT: 33.051991 N

BRIDLEWOOD - IMPACT AREA 1 COORDINATES (PAGE 2 OF 2)		
Identifer	Latitude	Longitude
0	33.051623	-80.328024
1	33.051837	-80.327842
2	33.051764	-80.327539
3	33.051644	-80.327596
4	33.051517	-80.327683
5	33.051623	-80.328024

THE IDENTIFIED IMPACT AREAS AS SHOWN IN THIS DEPICTION ARE APPROXIMATE LOCATIONS BASED ON U.S. ARMY CORPS OF ENGINEERS MAPPING. PROPERTY BOUNDARIES WERE TAKEN FROM THE DORCHESTER COUNTY GIS SERVERS.



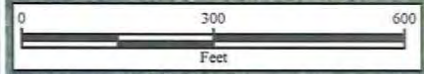
LONG: -80.326930 W
LAT: 33.051153 N

LONG: -80.326721 W
LAT: 33.051168 N

LONG: -80.325449 W
LAT: 33.051225 N

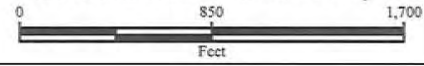
LONG: -80.326933 W
LAT: 33.050817 N

LONG: -80.325432 W
LAT: 33.051017 N



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**APPENDIX E - (PAGE 1 OF 2)
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC**



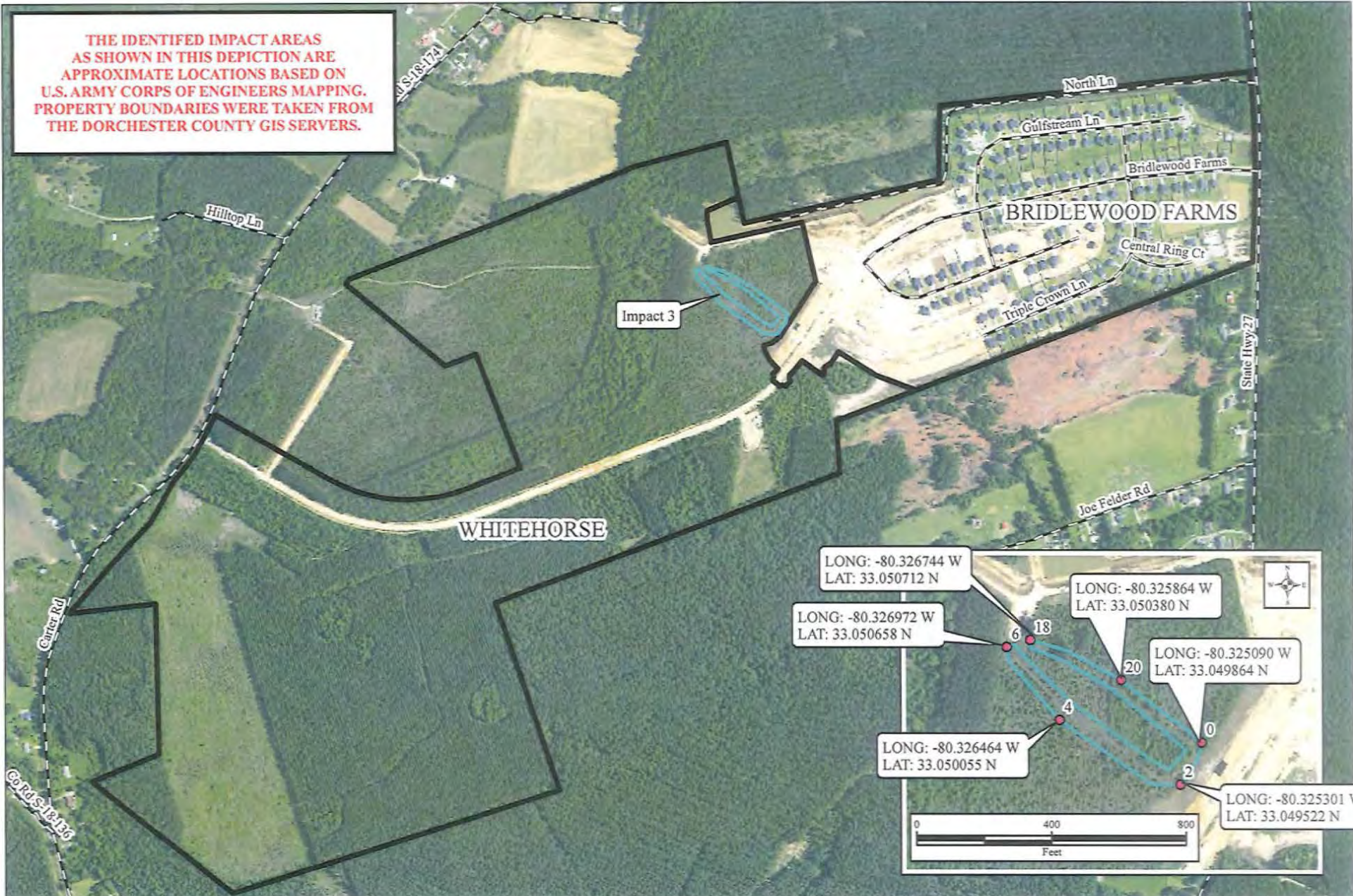
LEGEND

- PROPERTY BOUNDARY
- IMPACT AREA 2
- ROADS

LONG: -80.326279 W
LAT: 33.050956 N

BRIDLEWOOD - IMPACT AREA 2 COORDINATES (PAGE 2 OF 2)		
Identifer	Latitude	Longitude
0	33.051168	-80.326721
1	33.051024	-80.326722
2	33.051225	-80.325449
3	33.051017	-80.325432
4	33.050817	-80.326933
5	33.051153	-80.32693
6	33.051168	-80.326721

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**APPENDIX F - (PAGE 1 OF 2)
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC**

0 850 1,700
 Feet

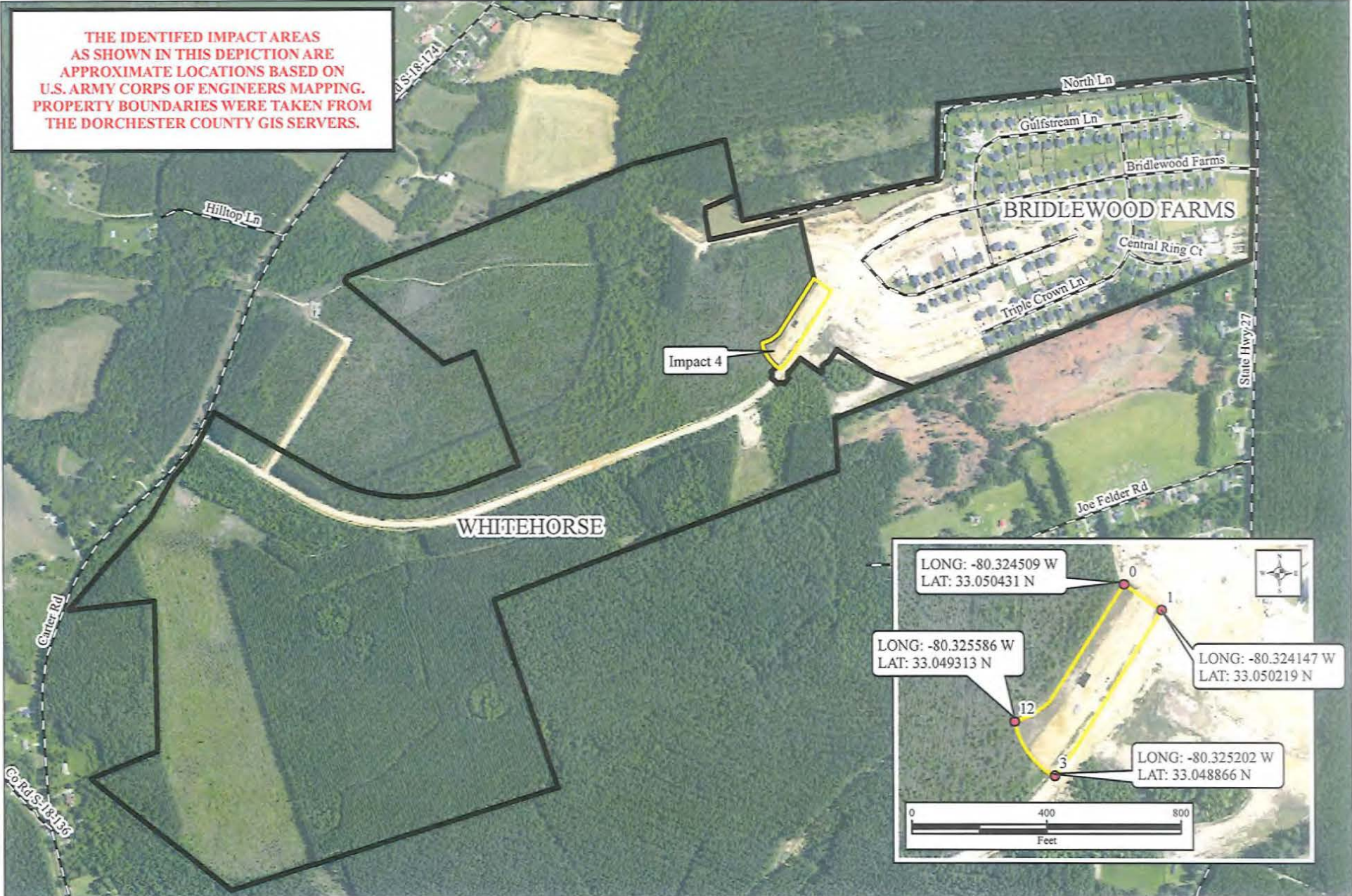
LEGEND

- PROPERTY BOUNDARY
- IMPACT AREA 3
- ROADS

LONG: -80.326184 W
 LAT: 33.050013 N

BRIDLEWOOD - IMPACT AREA 3 COORDINATES (PAGE 2 OF 2)

Identifer	Latitude	Longitude
0	33.049864	-80.32509
1	33.049705	-80.325138
2	33.049522	-80.325301
3	33.049523	-80.325567
4	33.050055	-80.326464
5	33.050529	-80.326944
6	33.050658	-80.326972
7	33.050665	-80.326877
8	33.050617	-80.326839
9	33.050472	-80.326679
10	33.05019	-80.32633
11	33.049723	-80.325575
12	33.04965	-80.325404
13	33.049801	-80.325242
14	33.049986	-80.325487
15	33.050292	-80.325931
16	33.050543	-80.326422
17	33.050648	-80.326735
18	33.050712	-80.326744
19	33.050622	-80.326384
20	33.05038	-80.325864
21	33.050106	-80.325448
22	33.049969	-80.325231
23	33.049864	-80.32509



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LONG: -80.324509 W
LAT: 33.050431 N

LONG: -80.325586 W
LAT: 33.049313 N

LONG: -80.324147 W
LAT: 33.050219 N

LONG: -80.325202 W
LAT: 33.048866 N

0 400 800
Feet

EXTERNAL SOURCES: NAIP 2015 TRUE COLOR AERIAL, U.S. CENSUS ROADS, DORCHESTER COUNTY GIS PARCELS

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**APPENDIX G - (PAGE 1 OF 2)
BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
DORCHESTER COUNTY, SC**

0 850 1,700
Feet

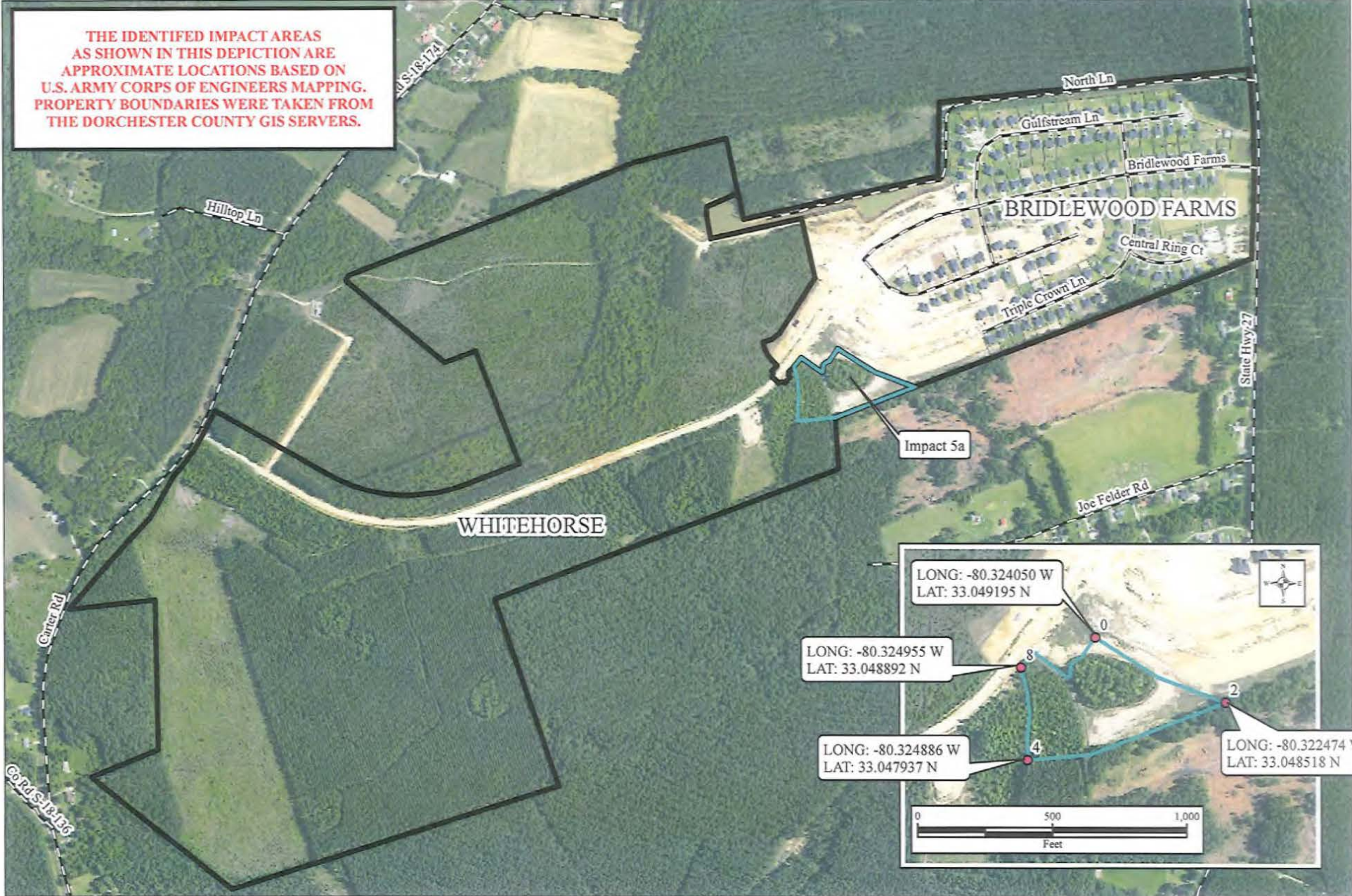
LEGEND

- PROPERTY BOUNDARY
- IMPACT AREA 4
- ROADS

LONG: -80.324864 W
LAT: 33.049634 N

BRIDLEWOOD - IMPACT AREA 4 COORDINATES (PAGE 2 OF 2)		
Identifier	Latitude	Longitude
0	33.050431	-80.324509
1	33.050219	-80.324147
2	33.049072	-80.32501
3	33.048866	-80.325202
4	33.048913	-80.3253
5	33.048973	-80.325373
6	33.049017	-80.325422
7	33.049065	-80.325466
8	33.049117	-80.325504
9	33.049171	-80.325536
10	33.049228	-80.325561
11	33.049287	-80.32558
12	33.049313	-80.325586
13	33.049366	-80.325418
14	33.04947	-80.325248
15	33.049617	-80.325133
16	33.04973	-80.325047
17	33.050055	-80.324798
18	33.050103	-80.324761
19	33.050351	-80.324571
20	33.050431	-80.324509

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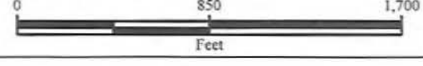
EXTERNAL SOURCES: NAIP 2015 TRUE COLOR AERIAL, U.S. CENSUS ROADS, DORCHESTER COUNTY GIS PARCELS

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**APPENDIX H - (PAGE 1 OF 2)
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC**



LEGEND

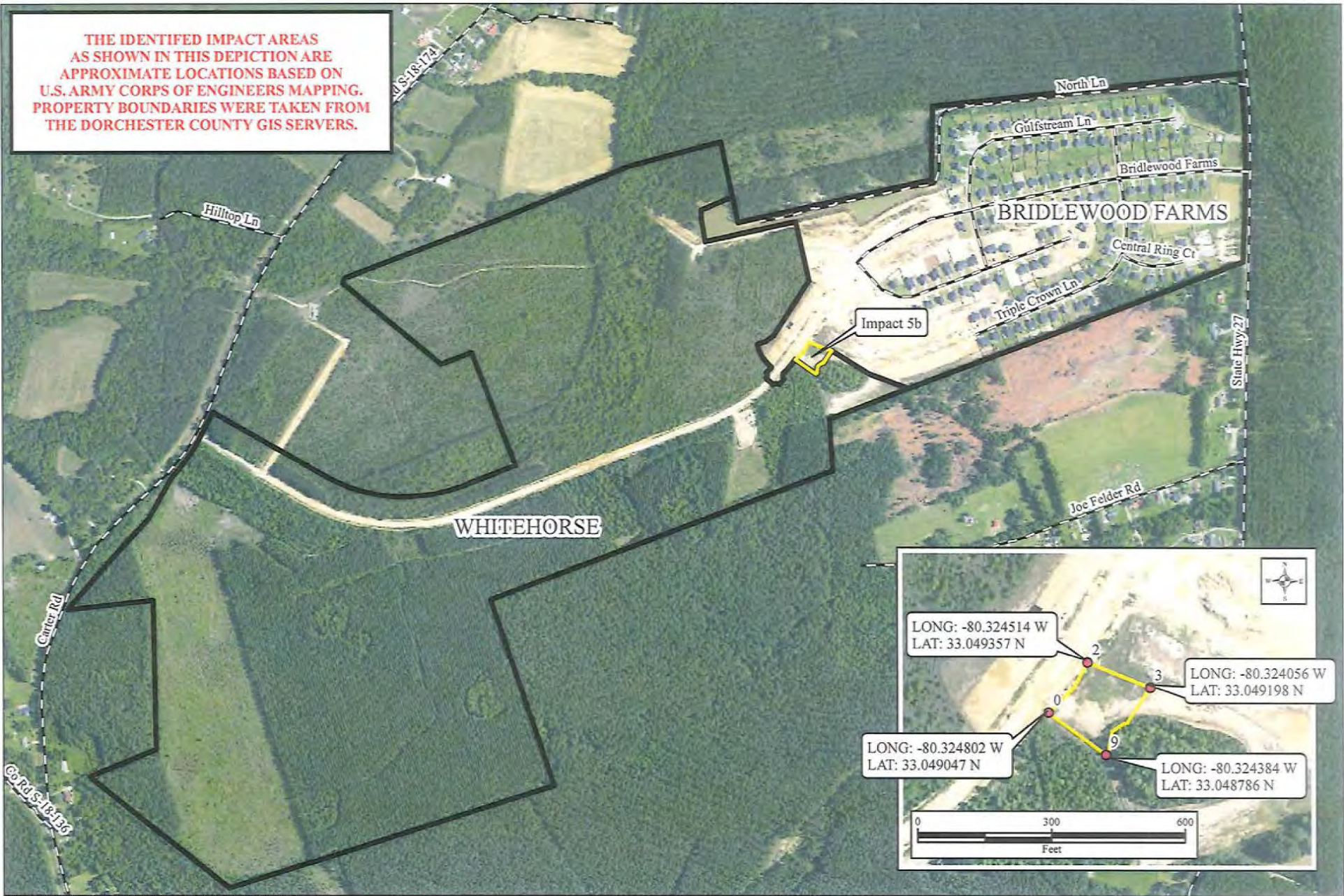
- PROPERTY BOUNDARY
- IMPACT AREA 5A
- ROADS

LONG: -80.323789 W
 LAT: 33.048314 N

BRIDLEWOOD - IMPACT AREA 5A COORDINATES (PAGE 2 OF 2)

Identifer	Latitude	Longitude
0	33.049195	-80.32405
1	33.048779	-80.323285
2	33.048518	-80.322474
3	33.047991	-80.324114
4	33.047937	-80.324886
5	33.048153	-80.324884
6	33.048408	-80.324854
7	33.048632	-80.324881
8	33.048892	-80.324955
9	33.049048	-80.324803
10	33.048939	-80.324628
11	33.048786	-80.324384
12	33.048801	-80.324363
13	33.048844	-80.32436
14	33.048929	-80.324339
15	33.048979	-80.324246
16	33.048982	-80.324228
17	33.049198	-80.324056
18	33.049195	-80.32405

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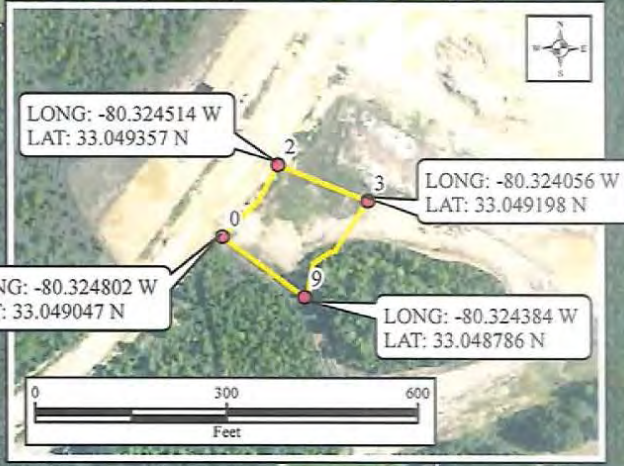
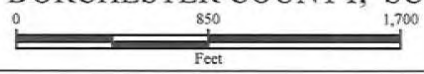
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**APPENDIX I - (PAGE 1 OF 2)
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC**

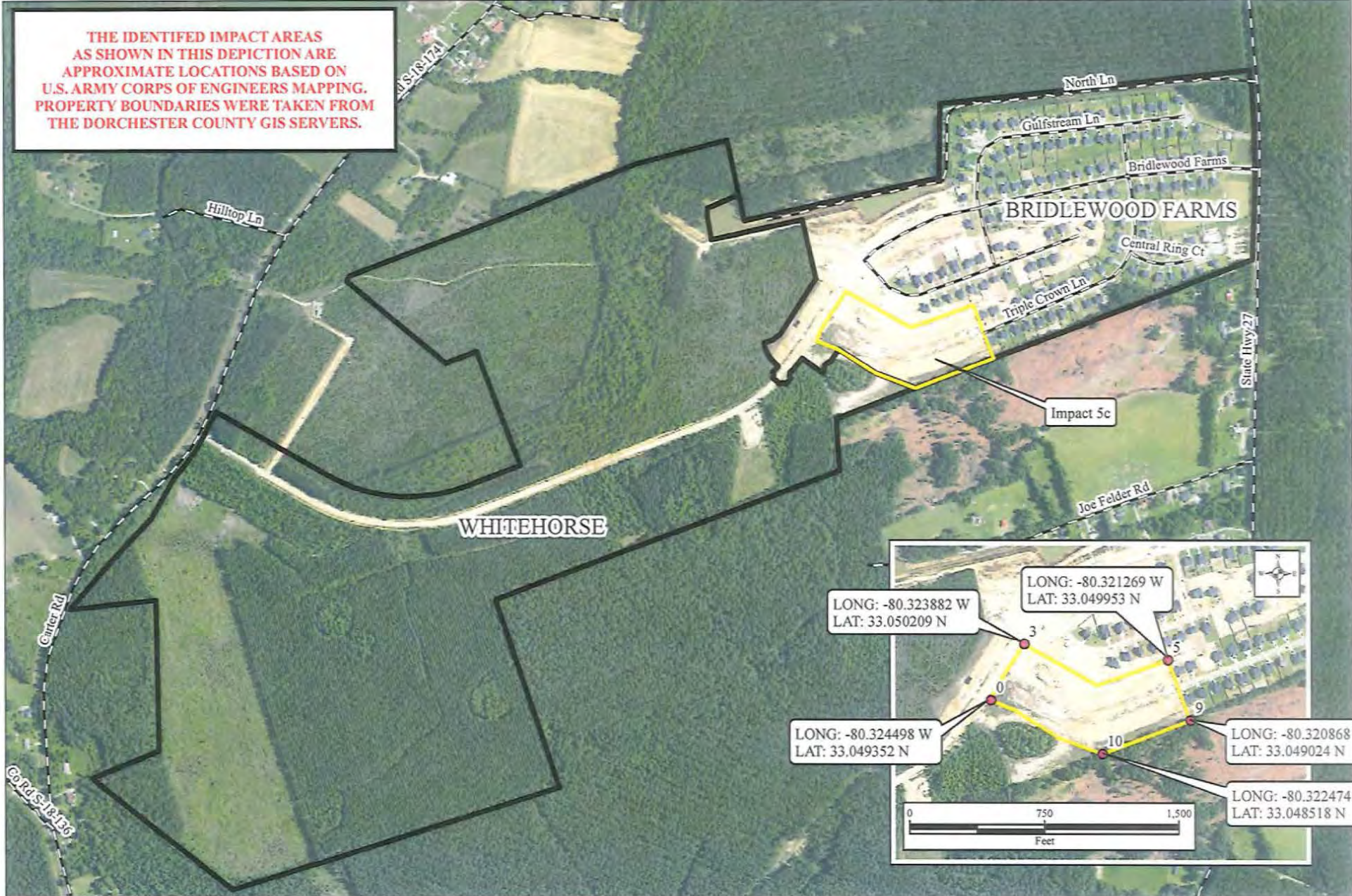


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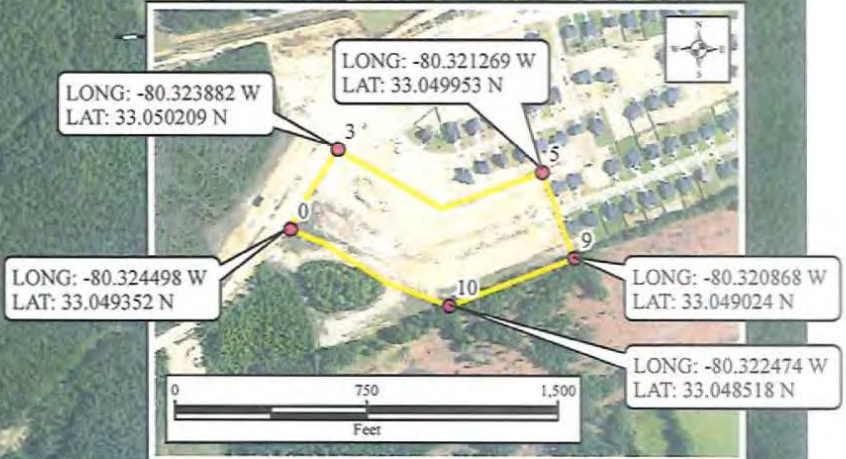
- PROPERTY BOUNDARY
- IMPACT AREA 5B
- ROADS

LONG: -80.324461 W
LAT: 33.049118 N

BRIDLEWOOD - IMPACT AREA 5B COORDINATES (PAGE 2 OF 2)		
Identifier	Latitude	Longitude
0	33.049047	-80.324802
1	33.049206	-80.324611
2	33.049357	-80.324514
3	33.049198	-80.324056
4	33.048982	-80.324228
5	33.048979	-80.324246
6	33.048929	-80.324339
7	33.048844	-80.32436
8	33.048801	-80.324363
9	33.048786	-80.324384
10	33.048939	-80.324628
11	33.049047	-80.324802



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**APPENDIX J - (PAGE 1 OF 2)
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC**

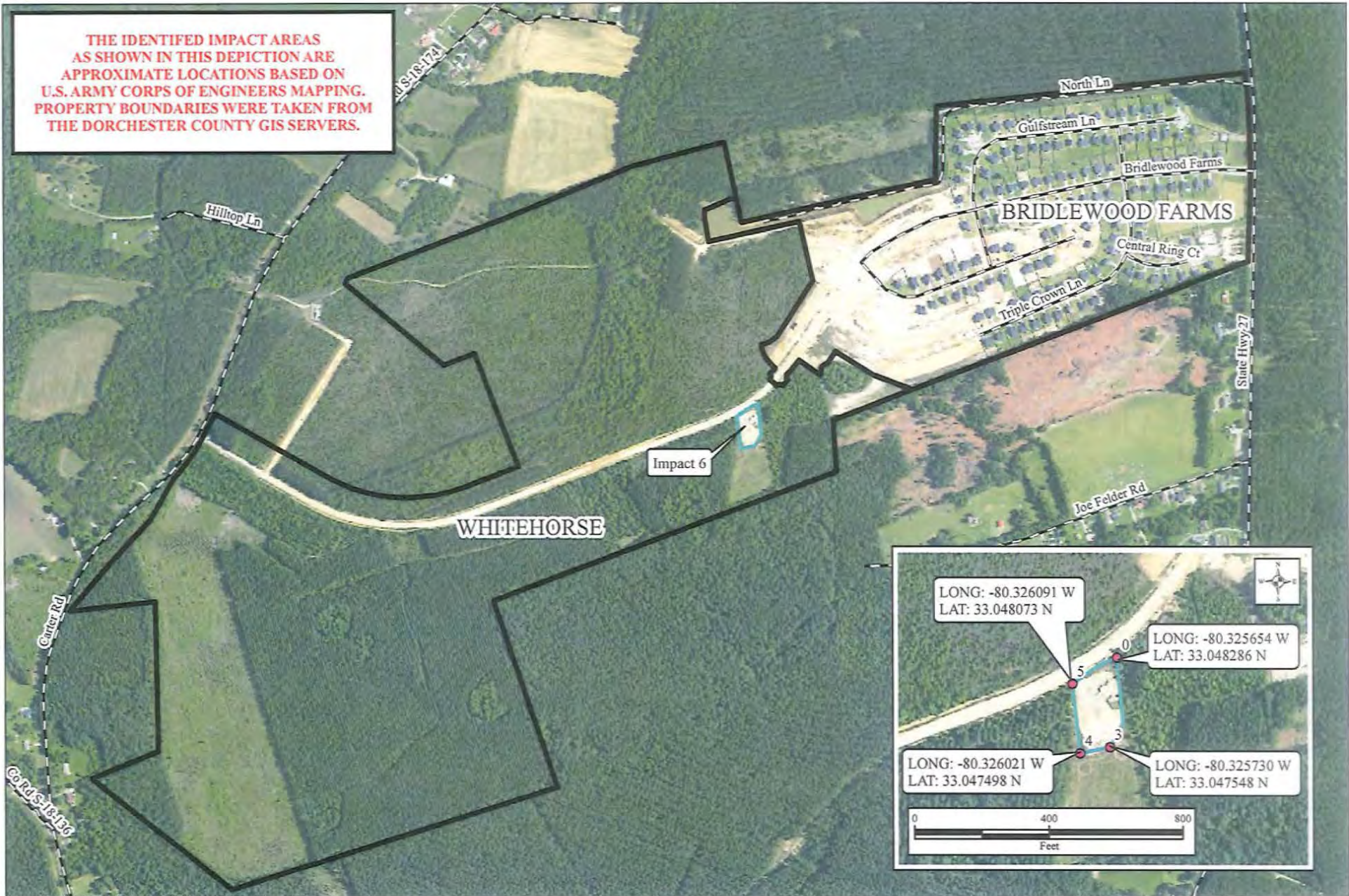
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 Feet

LEGEND

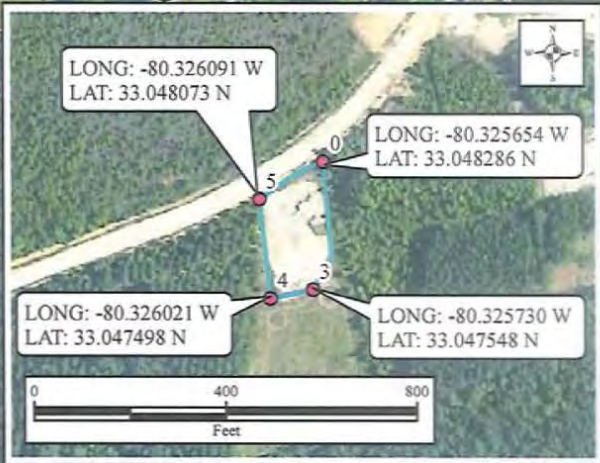
- PROPERTY BOUNDARY
- IMPACT AREA 5C
- ROADS

LONG: -80.322731 W
 LAT: 33.049194 N

BRIDLEWOOD - IMPACT AREA 5C COORDINATES (PAGE 2 OF 2)		
Identifier	Latitude	Longitude
0	33.049352	-80.324498
1	33.049509	-80.324428
2	33.04978	-80.324227
3	33.050209	-80.323882
4	33.049571	-80.322558
5	33.049953	-80.321269
6	33.049594	-80.321109
7	33.049528	-80.321086
8	33.049462	-80.321063
9	33.049024	-80.320868
10	33.048518	-80.322474
11	33.048779	-80.323285
12	33.049195	-80.32405
13	33.049198	-80.324056
14	33.049352	-80.324498



THE IDENTIFIED IMPACT AREAS AS SHOWN IN THIS DEPICTION ARE APPROXIMATE LOCATIONS BASED ON U.S. ARMY CORPS OF ENGINEERS MAPPING. PROPERTY BOUNDARIES WERE TAKEN FROM THE DORCHESTER COUNTY GIS SERVERS.



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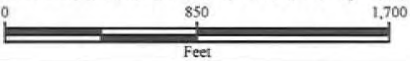
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**APPENDIX K - (PAGE 1 OF 2)
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC**



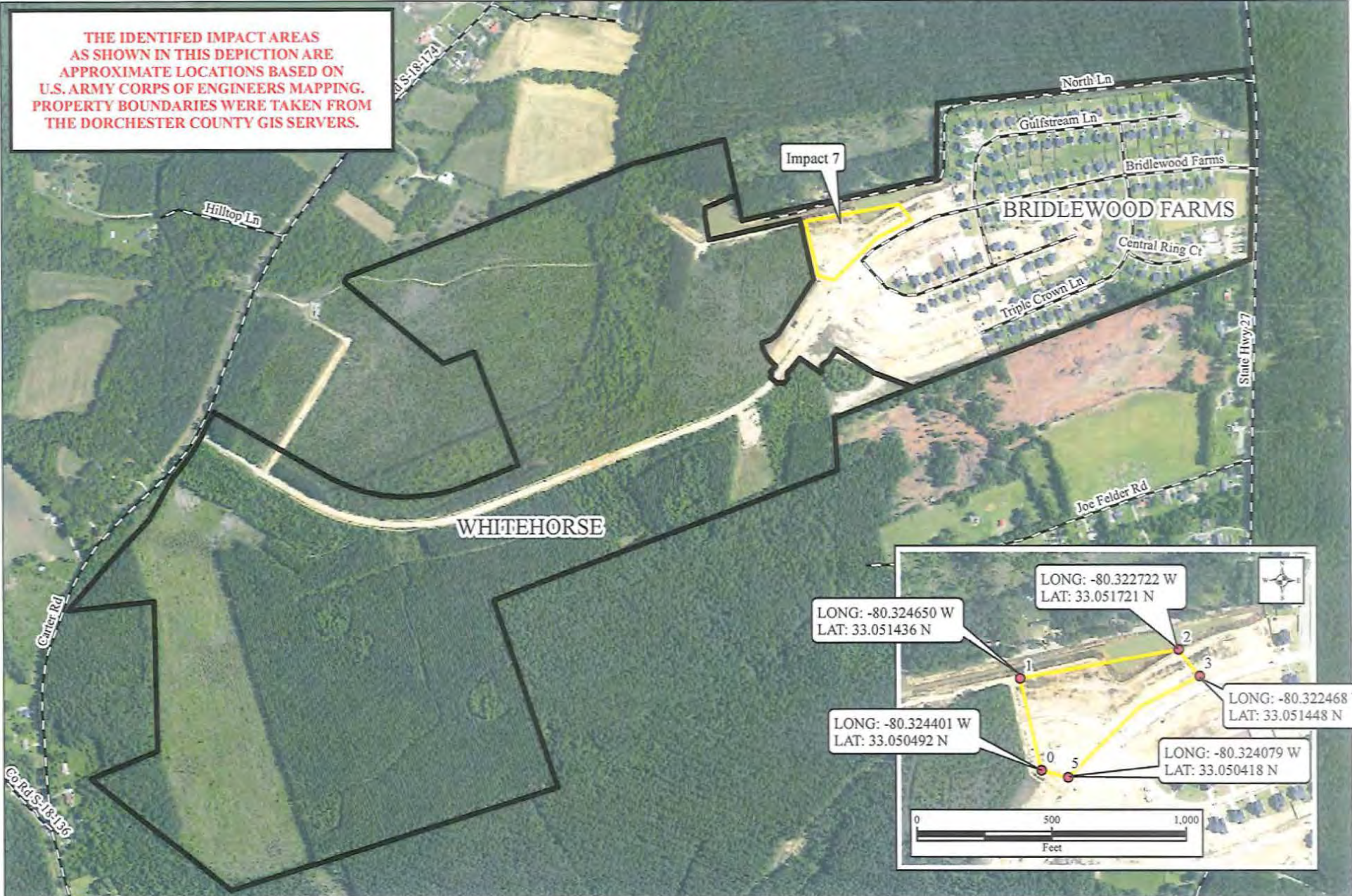
LEGEND

- PROPERTY BOUNDARY
- IMPACT AREA 6
- ROADS

LONG: -80.325281 W
 LAT: 33.048379 N

BRIDLEWOOD - IMPACT AREA 6 COORDINATES (PAGE 2 OF 2)

Identifier	Latitude	Longitude
0	33.048286	-80.325654
1	33.048026	-80.325629
2	33.047744	-80.325596
3	33.047548	-80.32573
4	33.047498	-80.326021
5	33.048073	-80.326091
6	33.048224	-80.32583
7	33.048286	-80.325654



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APPENDIX L - (PAGE 1 OF 2)
BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
DORCHESTER COUNTY, SC

Scale: 0, 850, 1,700 Feet

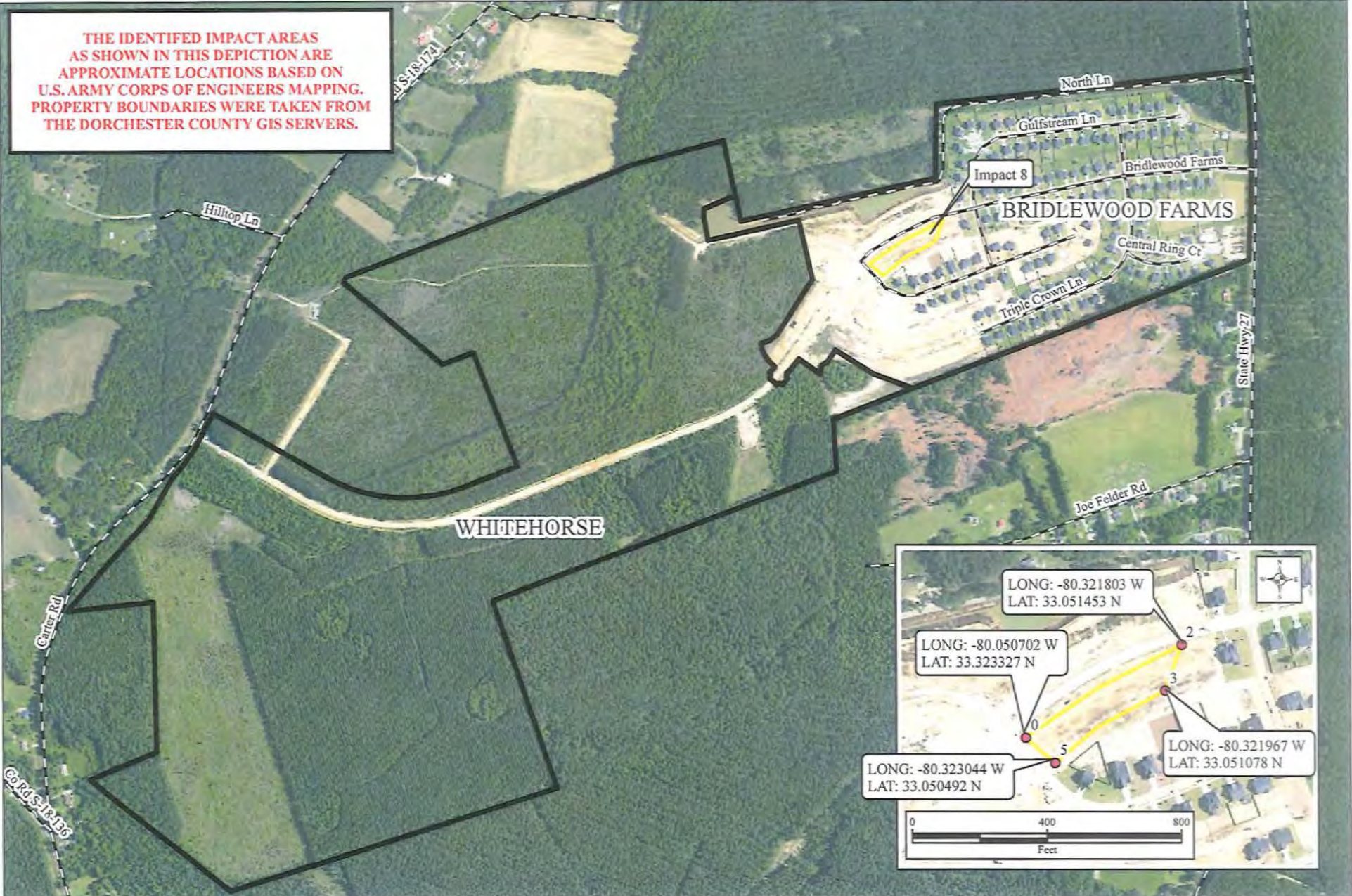
LEGEND

- PROPERTY BOUNDARY
- IMPACT AREA 7
- ROADS

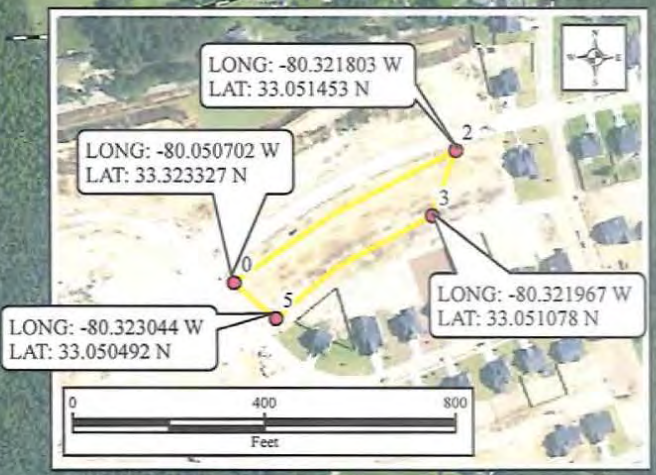
LONG: -80.323936 W
 LAT: 33.051229 N

BRIDLEWOOD - IMPACT AREA 7 COORDINATES (PAGE 2 OF 2)

Identifer	Latitude	Longitude
0	33.050492	-80.324401
1	33.051436	-80.32465
2	33.051721	-80.322722
3	33.051448	-80.322468
4	33.051141	-80.323191
5	33.050418	-80.324079
6	33.050492	-80.324401



THE IDENTIFIED IMPACT AREAS AS SHOWN IN THIS DEPICTION ARE APPROXIMATE LOCATIONS BASED ON U.S. ARMY CORPS OF ENGINEERS MAPPING. PROPERTY BOUNDARIES WERE TAKEN FROM THE DORCHESTER COUNTY GIS SERVERS.



EXTERNAL SOURCES: NAD 2011 TRUE COLOR AERIAL, U.S. CENSUS ROADS, DORCHESTER COUNTY GIS PARCELS

Created By: Stephen Benard
 Date Created: February 5, 2016
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 http://www.sabine.net

Sabine & Waters, Inc.
 Environmental Land Management Consultants
 P.O. Box 1072 Summerville, SC 29484
 843.871.5383 (phone) 843.871.2050 (fax)
 http://www.sabine.net

Disclaimer: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Sabine & Waters, Inc. disclaims all responsibility and liability for the use of this map.

REVISED: 4/4/2016

**APPENDIX M - (PAGE 1 OF 2)
 BRIDLEWOOD FARMS AND WHITEHORSE PROPERTIES
 DORCHESTER COUNTY, SC**

0 850 1,700
 Feet

LEGEND

- PROPERTY BOUNDARY
- IMPACT AREA 8
- ROADS

LONG: -80.322616 W
 LAT: 33.050936 N

BRIDLEWOOD - IMPACT AREA 8 COORDINATES (PAGE 2 OF 2)

Identifer	Latitude	Longitude
0	33.050702	-80.323327
1	33.051098	-80.322632
2	33.051453	-80.321803
3	33.051078	-80.321967
4	33.050786	-80.322625
5	33.050492	-80.323044
6	33.050702	-80.323327