

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
CIVIL ACTION NO. 1:23-cv-776-TDS-LPA

SOUND RIVERS, INC.,

Plaintiff,

v.

CLAYTON PROPERTIES GROUP, INC.
d/b/a MUNGO HOMES,

Defendant.

v.

IRON HORSE CONTRACTORS, LLC,

Third-Party Defendant.

CONSENT DECREE

I. RECITALS

WHEREAS, Plaintiff Sound Rivers, Inc (“Sound Rivers”) is a North Carolina nonprofit member organization based in Washington, North Carolina dedicated to the protection, preservation and restoration of Tar-Pamlico and Neuse River Basins, including Lick Creek and its tributaries. The Lick Creek watershed in southeastern Durham County has experienced rising amounts of residential development and a significant increase in stormwater runoff from construction sites in recent years;

WHEREAS, Defendant Clayton Properties Group, Inc. d/b/a Mungo Homes is a Tennessee corporation carrying on business in North Carolina as Mungo Homes (“Mungo”). Since late 2020, Mungo has been engaged in the development of a phased 216-acre, 616-lot residential subdivision known as Sweetbrier (“Sweetbrier” or “the Site”) in

Durham, North Carolina. Sweetbrier is bordered by two tributaries to Lick Creek—Martin Branch and Hurricane Creek—both of which flow to Lick Creek downstream of Sweetbrier and then to Falls Lake, the primary drinking water source for Raleigh and other nearby municipalities. Lick Creek has been on North Carolina’s Clean Water Act (“CWA”) Section 303(d) list of impaired waterbodies since 2006 due to its poor aquatic life ratings;

WHEREAS, Mungo’s land disturbing activities at, and stormwater discharges from, Sweetbrier are governed by the terms and conditions of National Pollutant Discharge Elimination System General Stormwater Permit NCG010000 (“NCG01”), which prohibits stormwater discharges from the Site that cause or contribute to violations of North Carolina water quality standards. NCG01 also requires Mungo to, *inter alia*: (1) achieve ground stabilization on portions of Sweetbrier where land-disturbing activity has ceased within specified timeframes; (2) install and maintain all temporary and permanent erosion and sedimentation control measures at the Site; (3) prevent offsite sedimentation damage; and (4) self-report as appropriate any and all instances of visible sediment deposition in streams or wetlands to the North Carolina Department of Environmental Quality (“NCDEQ”). NCG01 provides that “[a]ny permit noncompliance constitutes a violation of the Clean Water Act (CWA) and is grounds for an enforcement action”;

WHEREAS, Third-Party Defendant Iron Horse Contractors, LLC (“Iron Horse”) is a North Carolina limited liability company formerly employed by Mungo as a general contractor at Sweetbrier to conduct land disturbing activity and provide for the installation and maintenance of erosion and sedimentation control measures;

WHEREAS, Sound Rivers has members who own property and/or reside near Sweetbrier, including property abutting Martin Branch downstream of the Site, as well as members who have recreational and aesthetic interests in Lick Creek downstream of Sweetbrier. Sound Rivers also has members who have recreational and aesthetic interests in, rely on, and consume drinking water from Falls Lake.

WHEREAS, on May 10, 2023, Sound Rivers—pursuant to 33 U.S.C. § 1365(b)(1)(A) and 40 C.F.R. § 135.2(a)(1)—mailed a 60-day Notice of Intent to file suit (the “May Notice”) pursuant to the federal Clean Water Act (“CWA”) to Mungo, the United States Protection Agency (“USEPA”), and NCDEQ. The May Notice alleged that Mungo had violated NCG01 and the CWA on numerous occasions by discharging sediment and sediment-laden stormwater from Sweetbrier causing or contributing to violations of North Carolina water quality standards, including turbidity and biological integrity, in Martin Branch and Lick Creek. The May notice further alleged, *inter alia*, that Mungo, on numerous occasions in violation of NCG01 and the CWA, failed to: (1) achieve ground stabilization within requisite timeframes, (2) install and maintain erosion and sedimentation control measures, (3) prevent off-site sedimentation damage, and (4) comply with NCG01 self-reporting requirements at Sweetbrier. Among other harms, the May Notice alleged that these failures were causing or contributing to sediment pollution in Lick Creek and its tributaries downstream of Sweetbrier, which pollution harms aquatic life (including insects and fish) and makes the water less suitable for its protected uses (including fishing, swimming, and drinking);

WHEREAS, on September 7, 2023, Plaintiff filed its original Complaint against Mungo in the United States District Court for the Middle District of North Carolina, alleging the violations of the CWA as set out in May Notice. On September 22, 2023, and December 19, 2024, Sound Rivers served Supplemental Notices of Intent (the “Supplemental Notice” and the “Second Supplemental Notice,” respectively) on Mungo, USEPA, NCDEQ and the United States Department of Justice (“USDOJ”) alleging additional violations of the CWA that had occurred and/or been discovered at Sweetbrier after Sound Rivers filed its original Complaint. The Supplemental Notice alleged that Mungo had, *inter alia*, continued to discharge sediment and sediment-laden stormwater from the Site contributing to violations of North Carolina water quality standards in Martin Branch and Lick Creek as well as in Hurricane Creek. The Second Supplemental Notice alleged additional violations of water quality standards in Martin Branch, Hurricane Creek, and Lick Creek caused by stormwater discharges from Sweetbrier, as well as additional instances of Mungo’s failure to properly achieve ground stabilization, install and maintain all erosion and sedimentation control measures, and prevent offsite sedimentation damage. The Second Supplemental Notice further alleged numerous additional instances when Mungo had failed to comply with the self-reporting requirements of NCG01. Following expiration of the 60-day notice periods, Sound Rivers filed an Amended Complaint on

November 28, 2023,¹ and a Second Amended Complaint on February 19, 2025 (collectively “the Litigation”);²

WHEREAS, Mungo denies all Sound Rivers’ allegations and alleged violations and admits no liability, fault, or wrongdoing arising out of Sound Rivers’ allegations in the Litigation;

WHEREAS, Sound Rivers and Mungo (the “Parties”) have engaged in settlement negotiations, including mediation and other in-person meetings, in an attempt to resolve Sound Rivers’ claims in the Litigation;

WHEREAS, the Parties, in consultation with counsel, hereby agree to resolve the Litigation and any issues that arose or could have arisen in connection with the Litigation as between the Parties in accordance with this Consent Decree, believing that settling the issues without further litigation through a Consent Decree is the most appropriate means of resolving the issues;

WHEREAS, a copy of this proposed Consent Decree was received by the Attorney General of the United States and the EPA Administrator more than forty-five (45) days before entry of the Consent Decree by the Court as required by 33 U.S.C. § 1365(c)(3); 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

¹ On August 2, 2024, Mungo filed an Answer to Sound Rivers’ Amended Complaint and a Third-Party Complaint against Iron Horse.

² Pursuant to 33 U.S.C. § 1365(c)(3), copies of the original Complaint, Amended Complaint, and Second Amended Complaint were mailed to USEPA and USDOJ.

avoid further litigation between the Parties and that this Consent Decree is fair, reasonable, equitable, in the public interest and in furtherance of the objectives of the CWA.

NOW THEREFORE, WITHOUT THE TRIAL OR ADJUDICATION OF ANY ISSUE OF FACT OR LAW AND WITHOUT ADMISSION BY DEFENDANT MUNGO OF ANY VIOLATIONS OR WRONGDOING, AND UPON CONSENT AND AGREEMENT OF THE PARTIES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

II. JURISDICTION

1. This Court has subject matter jurisdiction over the Parties and subject matter of the Litigation pursuant to Section 505(a) of the CWA, 33 U.S.C. § 1365(a), and 28 U.S.C. § 1331.

2. For purposes of entry of this Consent Decree and any action to enforce this Consent Decree, the Parties consent to this Court's jurisdiction under 33 U.S.C. § 1365(a).

3. Venue is proper in the Middle District of North Carolina pursuant to 33 U.S.C. § 1365(c)(1) and 28 U.S.C. § 1391(b).

III. INJUNCTIVE RELIEF

4. **Additional Site-Specific Erosion Control Measures.** Mungo shall take the following additional site-specific erosion control measures to eliminate and/or minimize the unlawful discharge or transport of sediment or sediment laden stormwater from Sweetbrier into surface waters on and off of the Site, including Martin Branch, Hurricane Creek, and Lick Creek.

a. **Accelerated Stabilization Measures.** Mungo shall provide the accelerated stabilization measures depicted on Exhibit A (Maps S-1 and S-2) in order to minimize the

amount of disturbed area at the Site and to more quickly establish temporary and/or permanent groundcover at Sweetbrier. These accelerated measures shall be completed in accordance with the Stabilization Schedule and time-periods set forth in Exhibit A.

b. **Additional Erosion and Sedimentation Control Measures.** Mungo shall install and maintain the additional erosion and sediment control measures depicted on Exhibit B (Maps EC-1 and EC-2) to complement the accelerated stabilization measures set out in Paragraph 4.a. These measures shall be completed in accordance with the Erosion Control (“EC”) Schedule and time-periods set forth in Exhibit B.

c. **Independent Engineer Compliance Evaluation.** Within fifteen (15) days of the Effective Date, Sound Rivers and Mungo will agree upon an Independent Engineer, who will, at Mungo’s sole expense, inspect Sweetbrier on or before September 30, 2025. Should Sound Rivers and Mungo be unable to agree upon an Independent Engineer, they may petition the Court under this Consent Decree for the appointment of an Independent Engineer which appointment shall be made following submittal of candidates and supporting materials for him/her to serve in the role. Following the inspection by the Independent Engineer, he/she shall provide a Report to Sound Rivers and Mungo detailing Mungo’s compliance with the measures and corresponding time-periods set forth in this Paragraphs 4.a. and 4.b. Specifically, the Independent Engineer’s inspection and report will assess whether: (1) the accelerated stabilization measures in Paragraph 4.a and Exhibit A have been implemented and that such measures have established grass or other groundcover and are providing effective stabilization based upon accepted industry engineering standards governing construction site stabilization practices; and (2) the

additional erosion control measures in Paragraph 4.b and Exhibit B have been properly installed and maintained to minimize sediment transport based upon accepted industry engineering standards governing construction site erosion and sedimentation practices. If the Independent Engineer finds that any of these measures have not been successfully implemented or maintained, the Report shall set out necessary corrective actions, which Mungo shall take within thirty (30) days of receipt of the Independent Engineer's Report. Sound Rivers and Mungo may consent to additional time for Mungo to complete necessary corrective actions within the Report for good cause, including but not limited to weather delays, supply-chain issues, or other issues beyond the control of Mungo such as the failure of necessary third-party approvals for work.

d. **Interim Progress Reports.** For the period beginning on the Effective Date and continuing until the inspection of the Site by the Independent Engineer, Mungo shall require its designated NCG01 site inspector to, in addition to its lawfully required weekly inspections ("Additional Weekly Inspection Criteria), inspect and document Mungo's progress in completing the additional erosion control measures and corresponding time-periods set out in Paragraph 4.a., 4.b., and Exhibits A and B. A report documenting the Additional Weekly Inspection Criteria shall be provided to Sound Rivers and Mungo within five (days) after each inspection.

5. **Mitigation.** Mungo shall, within thirty (30) days of the Effective Date, in order to protect and advance the public's interest in pollution-free waterways in the Lick Creek watershed, to further the purposes of the CWA, and to mitigate the alleged detrimental effects to water quality caused by discharges of sediment and sediment-laden stormwater

into Lick Creek and its tributaries from Sweetbrier, pay Two Hundred and Seventy Thousand Dollars (\$270,000.00) to the Triangle Land Conservancy, a 501(c)(3) tax exempt organization dedicated to safeguarding clean water and protecting natural habitats through land protection and stewardship in the Triangle region (the “Conservancy”). The Conservancy shall use these funds towards the purchase and acquisition of 62 acres of undeveloped land in the Lick Creek watershed that contains a significant tributary to Lick Creek. *See* Maps attached hereto as Exhibit C.³ The Conservancy shall hold this property for conservation purposes, including the prevention of development thereon, thereby protecting 2,010 stream feet and benefitting water quality in the rapidly developing Lick Creek watershed, including Falls Lake.

IV. CIVIL PENALTIES

6. Despite no finding nor admission of liability arising out of the Litigation or herein, Mungo shall, within thirty (30) days of the Effective Date, pay a civil penalty in the amount of Thirty-Thousand Dollars (\$30,000.00) to the United States Treasury.

V. ATTORNEY FEES / EXPERT FEES AND COSTS

7. **Litigation Costs.** Mungo shall bear the cost of its own attorneys’ fees, experts’ fees and costs incurred in connection with the Litigation. Within thirty (30) days of the Effective Date, Mungo shall pay Sound Rivers Fifty-Thousand Dollars (\$50,000.00)

³ As shown in Exhibit C, these 62 acres are part of a larger, 77-acre purchase by the Conservancy known as the “Southview Fletcher Expansion.” The 62 acres are contiguous to another 86 acres of land (the “Southview Preserve”) already held in conservation by the Conservancy, as well as open space preserved by Durham County.

in reimbursement of a portion of Sound Rivers' attorneys' fees, expert fees, and costs incurred in connection with the Litigation.

VI. RELEASE

8. For the consideration herein and other good and valuable consideration, Sound Rivers hereby waives, releases, discharges, and covenants not to sue Mungo and its employees, agents, contractors, subcontractors, engineers, and consultants (collectively, "Mungo Releasees"), for any and all claims which were alleged, or could have been alleged, in the Litigation concerning Sweetbrier.

VII. OTHER TERMS

9. **Effective Date.** This Consent Decree shall become effective on the date it is entered by the Court ("Effective Date").

10. **Effect of Entry of Consent Decree.** Upon entry by the Court, this Consent Decree resolves all claims which were alleged or could have been alleged against the Mungo Releasees by Sound Rivers in the Litigation, and all such claims shall be deemed to be dismissed with prejudice. Such dismissal will also permit dismissal with prejudice of Mungo's derivative third party claims against Iron Horse upon filing by Mungo and Iron Horse requesting same. This Consent Decree in no way affects or relieves Mungo from its responsibility and obligation to comply with Federal, State and local laws or regulations and applicable permits at Sweetbrier.

11. **No Admission of Liability or Fault.** By entering into this Consent Decree, Mungo denies and does not admit liability, fault, or wrongdoing.

12. Administrative Service. The Parties acknowledge and agree that, pursuant to 33 U.S.C. § 1365(c)(3), this Consent Decree cannot be entered or effective prior to forty-five (45) days following the receipt of this Consent Decree by the Attorney General and the EPA Administrator. Therefore, upon execution of this Consent Decree by the Parties, Plaintiff shall serve copies of the Consent Decree upon USDOJ, the EPA Administrator and the EPA Regional Administrator in accordance with 40 C.F.R. § 135.5. The Parties shall also jointly lodge the Consent Decree with the Court upon execution. Upon expiration of the 45-day period, the Parties shall jointly move the Court for entry of the Consent Decree. In the event there is any objection to this Consent Decree in the form presented, the Parties reserve all rights to oppose such objection and request approval and entry of this Consent Decree by the Court.

13. Continuing Jurisdiction. The United States District Court for the Middle District of North Carolina shall have continuing jurisdiction to interpret and enforce the terms and conditions of this Consent Decree and to resolve disputes arising hereunder, and for such other and further actions as may be necessary or appropriate in the construction or execution of the Consent Decree.

14. Entire Agreement. This Consent Decree constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written, among the Parties or their representatives.

15. Modification. This Consent Decree may be modified only by an Order issued by the Court, made upon the written consent of the Parties.

16. **Authorization.** Each Party represents and warrants that the person signing this Consent Decree on behalf of such Party has been duly authorized to enter into this Consent Decree on the Party's behalf.

17. **Successors and Assigns.** This Consent Decree shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

18. **Notices/Dispute Resolution.** The Parties shall provide one another with seven (7) days written notice and the opportunity to cure any alleged breach of this Consent Decree before commencing an action to enforce this Consent Decree. Such notice shall be given to all counsel of record, as reflected on the Court's docket report, and may be given via email, facsimile, first class mail or nationally recognized courier service. If the affected Parties cannot reach an agreed resolution within thirty (30) days after the receipt of notice by the other Party, a Party may petition the District Court to resolve the dispute or seek to enforce the Consent Decree only where an agreed upon resolution cannot be reached by the Parties in accordance with the foregoing procedures.

19. **Counterparts.** This Consent Decree may be signed in counterparts. Facsimile, electronic and scanned signatures or copies of this Consent Decree shall be effective as originals for all purposes.

ENTERED this 15th day of September, 2025.

/s/ Thomas D. Schroeder
UNITED STATES DISTRICT JUDGE

APPROVED FOR ENTRY:

/s/ James S. Whitlock
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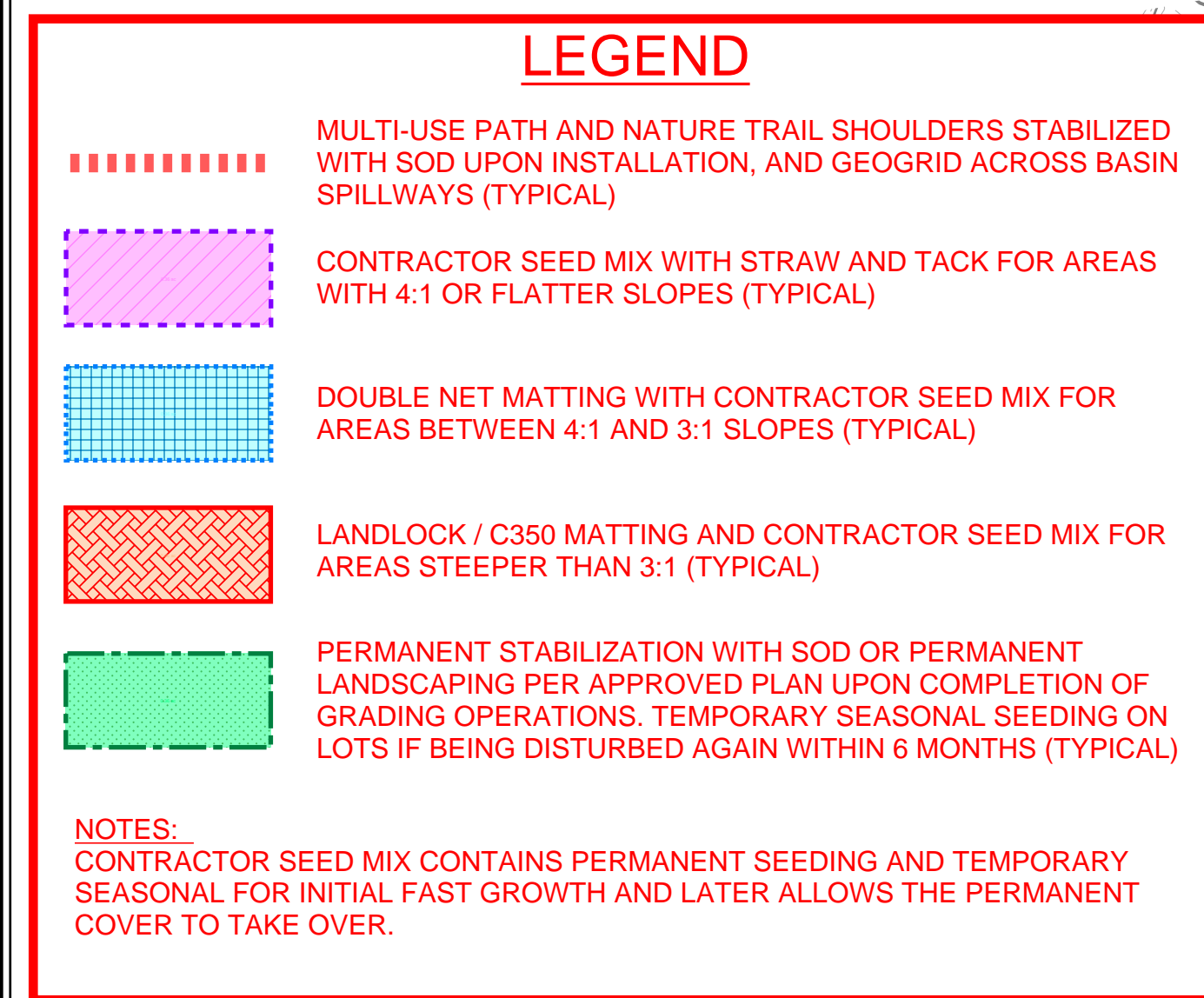
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***Attorneys for Defendant Clayton
Properties Group, Inc., d/b/a Mungo
Homes***

Exhibit A



PREPARED BY MUNGO HOMES
DATE: JUNE 27, 2025

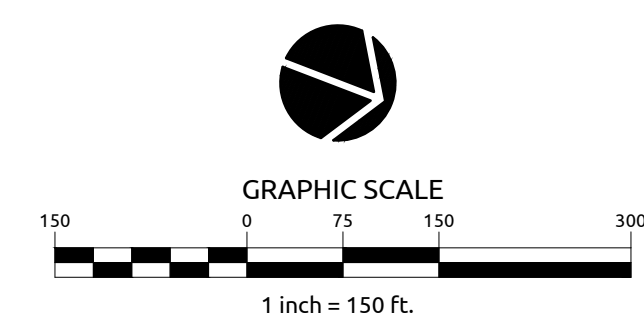


EXHIBIT A - MAP S-2: SWEETBRIER PHASE 3 (PRE-DEVELOPED)
ABOVE AND BEYOND STABILIZATION MEASURES

PREPARED BY MUNGO HOMES
DATE: JUNE 27, 2025

EROSION CONTROL LEGEND			
---	LOD	---	LIMITS OF CONSTRUCTION
---	TP	---	TREE PROTECTION FENCE
---	SF	---	SILT PROTECTION FENCE
---	>TD	---	TEMPORARY DIVERSION DITCH
XX-XX	SCM	---	BAFFLES
			ROCK CHECK DAM
			TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
			TEMPORARY SLOPE DRAIN W/ DISSIPATOR PAD
			SILT FENCE OUTLET

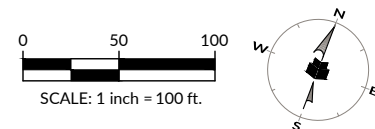
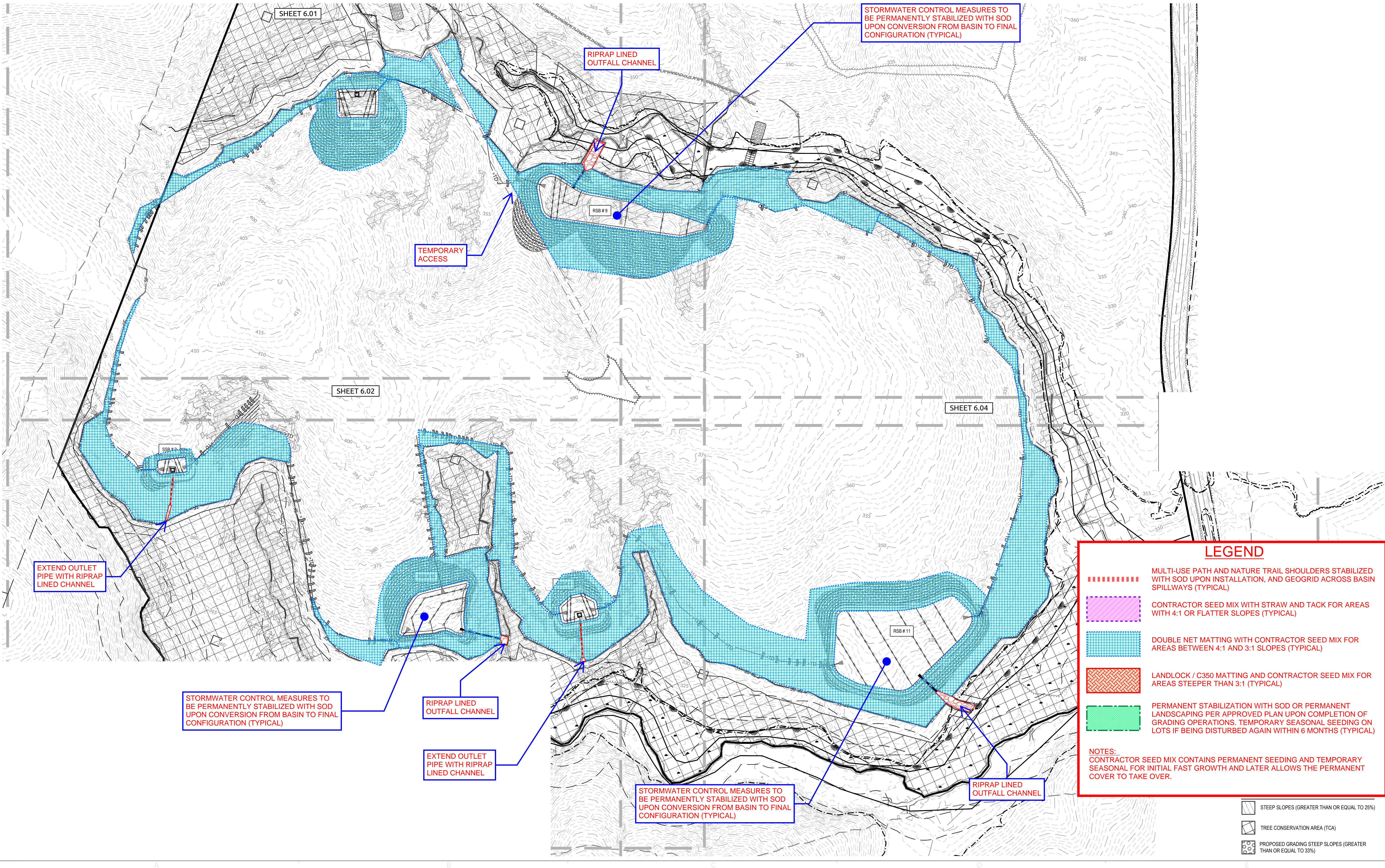


EXHIBIT A - STABILIZATION SCHEDULE: SWEETBRIER - ABOVE AND BEYOND

STABILIZATION MEASURES SCHEDULE

PREPARED BY MUNGO HOMES
DATE: JUNE 27, 2025

STABILIZATION MEASURES SCHEDULE, BASED ON EFFECTIVE DATE

- ITEM 1: MAP S-1: CONTRACTOR SEED MIX WITH STRAW AND TACK FOR AREAS WITH 4:1 OR FLATTER SLOPES WITHIN PHASES 1 & 2
___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 2: MAP S-2: CONTRACTOR SEED MIX WITH STRAW AND TACK FOR AREAS WITH 4:1 OR FLATTER SLOPES WITHIN PHASE 3
___ 30 DAYS FROM EFFECTIVE DATE
- ITEM 3: MAP S-1: DOUBLE NET MATTING WITH CONTRACTOR SEED MIX FOR AREAS BETWEEN 4:1 AND 3:1 SLOPES IN PHASES 1 & 2
___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 4: MAP S-2: DOUBLE NET MATTING WITH CONTRACTOR SEED MIX FOR AREAS BETWEEN 4:1 AND 3:1 SLOPES IN PHASE 3
___ 30 DAYS FROM EFFECTIVE DATE
- ITEM 5: MAP S-1: LANDLOCK / C350 MATTING WITH CONTRACTOR SEED MIX FOR AREAS STEEPER THAN 3:1 SLOPES IN PHASES 1 & 2
___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 6: MAP S-1: SOD ALONG MULTI-USE PATH AND NATURE TRAILS SHOULDERS
___ 15 DAYS FROM EFFECTIVE DATE TO EXTENT INSTALLED
- ITEM 7: MAP S-1: SOD AND PERMANENT LANDSCAPING AT DOG PARK OUTSIDE OF AREA REQUIRED FOR THE ART FEATURE
___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 8: MAP S-1: SOD AND PERMANENT LANDSCAPING AT OPEN SPACE #4 (OS-4) PER SPECIFICATIONS WITHIN ASSOCIATED APPROVED PLAN
___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 9: MAP S-1: SOD AND PERMANENT LANDSCAPING AT MAIN AMENITY AREA PER SPECIFICATIONS WITHIN ASSOCIATED APPROVED PLAN
___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 10: MAP S-1: STABILIZE PHASE 2D BERMS WITH SOD
___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 11: MAP S-1: STABILIZE PHASE 2D AREAS AS NOTED ON MAP
___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 12: MAP S-1: STABILIZE PHASE 2A AREAS AS NOTED ON MAP
___ 30 DAYS AFTER PAVING
- ITEM 13: MAP S-1: STABILIZE PHASE 2B AREAS AS NOTED ON MAP
___ 30 DAYS AFTER PAVING
- ITEM 14: MAPS S-1 & S-2: IF NOT ADDRESSED ABOVE, STABILIZE ALL OTHER AREAS OF THE SITE (PHASES 1, 2 AND 3) AS SHOWN IN MAPS S-1 AND S-2
___ 45 DAYS FROM EFFECTIVE DATE

- NOTE 1: RIPRAP INSTALLATION SHALL OCCUR CONCURRENTLY WITH STABILIZATION OF THE INTENDED AREA.
- NOTE 2: PHASE 3 IS AT A VERY EARLY STAGE OF LAND DISTURBANCE AND THIS SCHEDULE IS FOR THE PRE-DEVELOPED CONDITION ONLY.
- NOTE 3: MAPS S-1 AND S-2 AND THIS STABILIZATION SCHEDULE ARE ABOVE AND BEYOND THOSE SHOWN IN THE APPROVED PLANS AND ARE NOT INTENDED TO AND DO NOT REPLACE, SUPPLEMENT OR OTHERWISE EXTEND REGULATORY AUTHORITY BEYOND THE APPROVED PLANS.



CLAYTON PROPERTIES
GROUP, INC.
2521 SCHIEFFELIN RD., SUITE 116
APEX, NC 27502

SWEETBRIER
PHASE 3

DURHAM | NORTH CAROLINA

Exhibit B

PREPARED BY MUNGO HOMES
DATE: JUNE 27, 2025

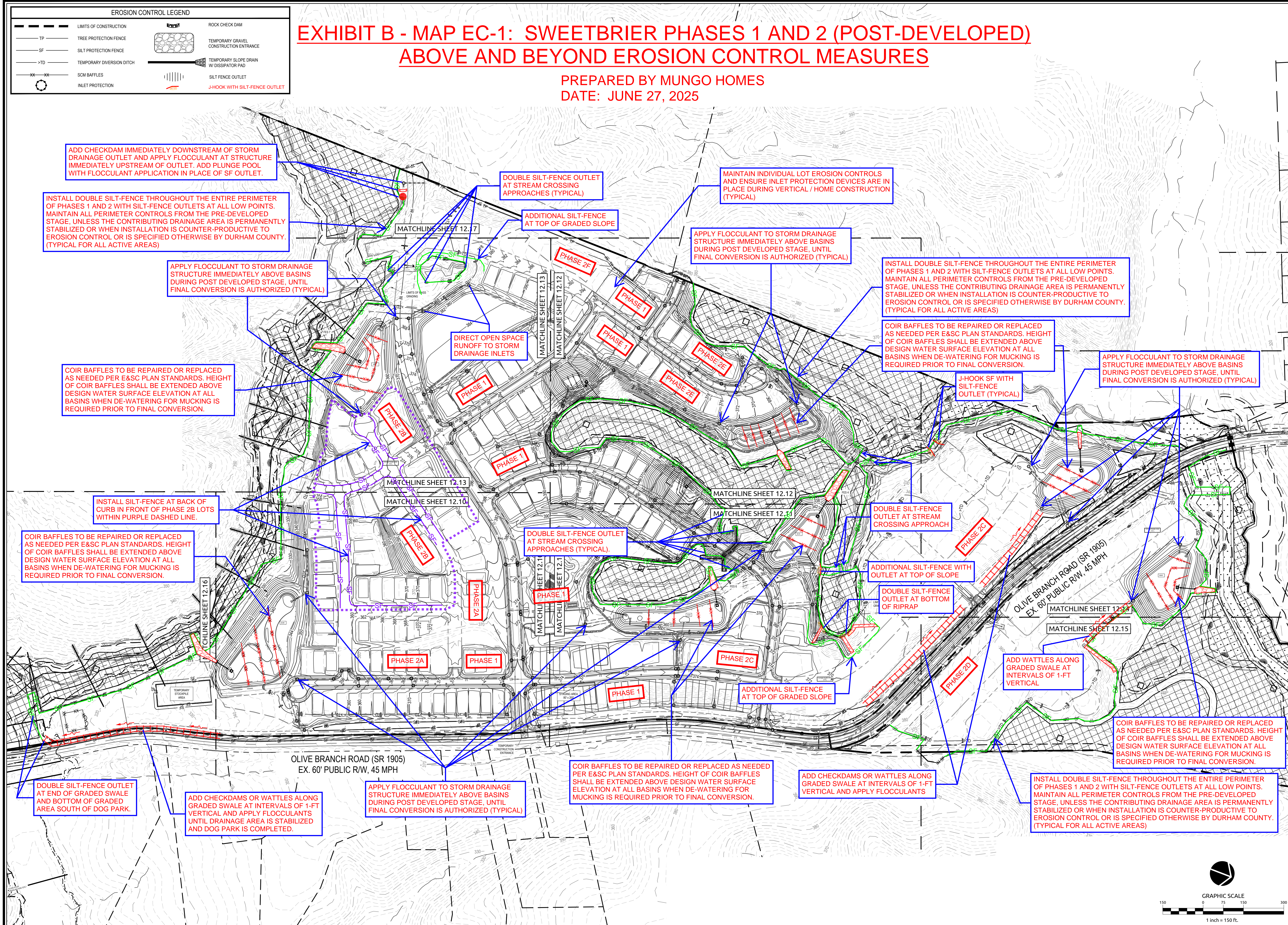

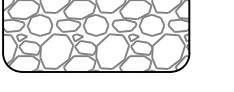

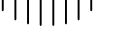



EXHIBIT B - EC-2: SWEETBRIER PHASE 3 (PRE-DEVELOPED)
ABOVE AND BEYOND EROSION CONTROL MEASURES

PREPARED BY MUNGO HOMES
DATE: JUNE 27, 2025

EROSION CONTROL LEGEND			
LOD	LIMITS OF CONSTRUCTION		ROCK CHECK DAM
TP	TREE PROTECTION FENCE		TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
SF	SILT PROTECTION FENCE		TEMPORARY SLOPE DRAIN W/ DISSIPATOR PAD
>TD	TEMPORARY DIVERSION DITCH		SILT FENCE OUTLET
XX-XX	SCM BAFFLES		
	J-HOOK WITH SILT-FENCE OUTLET		

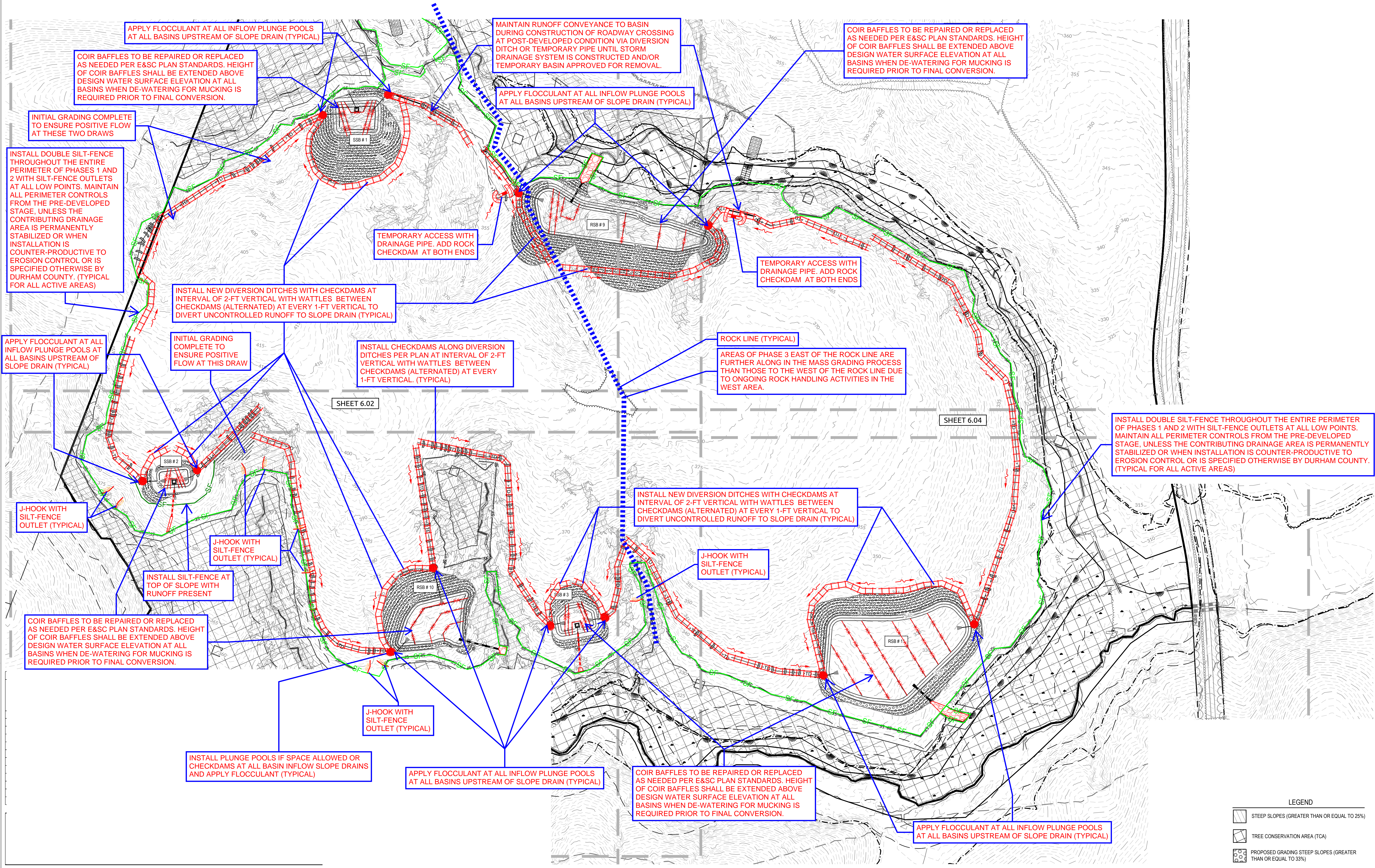


EXHIBIT B - EC SCHEDULE: SWEETBRIER - ABOVE AND BEYOND
EROSION CONTROL MEASURES SCHEDULE

PREPARED BY MUNGO HOMES
DATE: JUNE 27, 2025

ABOVE AND BEYOND EROSION CONTROL MEASURES INSTALLATION SCHEDULE BASED ON EFFECTIVE DATE ("EC SCHEDULE")

- ITEM 1: MAP EC-1: DOUBLE SILT-FENCE WITH OUTLETS ALONG THE PERIMETER OF PHASES 1 & 2
 ___ 15 DAYS FROM EFFECTIVE DATE, UNLESS THE CONTRIBUTING DRAINAGE AREA IS PERMANENTLY STABILIZED OR WHEN INSTALLATION IS COUNTERPRODUCTIVE TO EROSION CONTROL OR IF SPECIFIED OTHERWISE BY DURHAM COUNTY
- ITEM 2: MAP EC-2: DOUBLE SILT-FENCE WITH OUTLETS ALONG ENTIRE PERIMETER OF PHASE 3
 ___ 30 DAYS FROM EFFECTIVE DATE FOR PHASE 3 EAST OF ROCK LINE
 ___ 45 DAYS FROM EFFECTIVE DATE FOR PHASE 3 WEST OF ROCK LINE
- ITEM 3: MAPS EC-1 & EC-2: DOUBLE SILT-FENCE OUTLETS AT STREAM CROSSING APPROACHES WITHIN PHASES 1, 2 AND 3
 ___ 15 DAYS FROM EFFECTIVE DATE, UNLESS THE CONTRIBUTING DRAINAGE AREA IS PERMANENTLY STABILIZED
 ___ 45 DAYS FROM EFFECTIVE DATE FOR PHASE 3 WEST OF ROCK LINE
- ITEM 4: MAP EC-1: INSTALL CHECKDAMS AND/OR WATTLES AT GRADED SWALE ALONG OLIVE BRANCH ROAD INTO SEDIMENT BASIN SB-3
 ___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 5: MAP EC-1: INSTALL CHECKDAMS AND/OR WATTLES AT GRADED SWALE ALONG OLIVE BRANCH ROAD SOUTH OF DOG PARK
 ___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 6: MAP EC-1: INSTALL DOUBLE SILT-FENCE OUTLETS AT DISCHARGE POINT FROM DOG PARK AREA AND SWALE NOTED IN ITEM 5 (ABOVE)
 ___ 15 DAYS FROM EFFECTIVE DATE
- ITEM 7: MAP EC-2: INSTALL DIVERSION DITCHES WITH CHECKDAMS OR WATTLES AND APPLY FLOCCULANT AT UPSTREAM SIDES OF SEDIMENT BASINS IN PHASE 3. INCORPORATE PLUNGE POOLS AT INFLOW LOCATIONS AS NOTED IN MAPS EC-1 AND EC-2
 ___ 30 DAYS FROM EFFECTIVE DATE
 ___ 45 DAYS FROM EFFECTIVE DATE FOR PHASE 3 WEST OF ROCK LINE
- ITEM 8: MAPS EC-1 & EC-2: APPLY FLOCCULANTS AT CHECKDAMS, OR PLUNGE POOLS AT INFLOW POINTS FOR ALL SEDIMENT BASINS
 ___ 15 DAYS FROM EFFECTIVE DATE AND EVERY 30 DAYS THEREAFTER UNTIL REMOVAL OF THESE MEASURES
 ___ 45 DAYS FROM EFFECTIVE DATE FOR PHASE 3 WEST OF ROCK LINE AND EVERY 30 DAYS THEREAFTER UNTIL REMOVAL OF THESE MEASURES
- ITEM 9: MAPS EC-1 & EC-2: APPLY FLOCCULANT AT STORM DRAINAGE STRUCTURES IMMEDIATELY UPSTREAM OF SEDIMENT BASINS
 ___ 15 DAYS FROM EFFECTIVE DATE AND EVERY 30 DAYS THEREAFTER UNTIL NO LONGER REQUIRED BY DURHAM COUNTY
- ITEM 10: MAP EC-1: INSTALL SILT-FENCE AT BACK OF CURB FOR AREAS WITHIN PHASE 2B THAT DRAIN TO SEDIMENT BASIN SB-7
 ___ 45 DAYS FROM EFFECTIVE DATE
- ITEM 11: MAPS EC-1 & EC-2: IF NOT SPECIFICALLY ADDRESSED ABOVE, INSTALL ALL OTHER MEASURES SHOWN IN MAPS EC-1 AND EC-2
 ___ MAP EC-1: 15 DAYS FROM EFFECTIVE DATE
 ___ MAP EC-2 (EAST OF ROCK LINE): 30 DAYS FROM EFFECTIVE DATE
 ___ MAP EC-2 (WEST OF ROCK LINE): 45 DAYS FROM EFFECTIVE DATE

- NOTE 1: FEATURES NOTED AS "J-HOOK SILT-FENCE WITH OUTLET" CONSIST OF A SILT-FENCE APPROXIMATELY 4' TO 8' ON EACH SIDE OF A SILT-FENCE OUTLET, PLACED ALONG STEEP SLOPES OR APPROACH TO LOW POINTS RECEIVING RUNOFF ALONG THE PERIMETER. THESE BEST PRACTICES REDUCE THE STRESS OF THE PERIMETER MEASURES.
- NOTE 2: COIR BAFFLES TO BE REPAIRED OR REPLACED AS NEEDED PER E&SC PLAN STANDARDS. HEIGHT OF COIR BAFFLES SHALL BE EXTENDED ABOVE DESIGN WATER SURFACE ELEVATION AT ALL BASINS WHEN DE-WATERING FOR MUCKING IS REQUIRED PRIOR TO FINAL CONVERSION.
- NOTE 3: MAINTAIN INDIVIDUAL LOT EROSION CONTROLS AND ENSURE INLET PROTECTION DEVICES ARE IN PLACE DURING VERTICAL / HOME CONSTRUCTION (TYPICAL).
- NOTE 4: INSTALL DOUBLE SILT-FENCE THROUGHOUT THE ENTIRE PERIMETER OF PHASES 1 AND 2 WITH SILT-FENCE OUTLETS AT ALL LOW POINTS. MAINTAIN ALL PERIMETER CONTROLS FROM THE PRE-DEVELOPED STAGE, UNLESS THE CONTRIBUTING DRAINAGE AREA IS PERMANENTLY STABILIZED OR WHEN INSTALLATION IS COUNTER-PRODUCTIVE TO EROSION CONTROL OR IS SPECIFIED OTHERWISE BY DURHAM COUNTY.
- NOTE 5: AREAS OF PHASE 3 WEST OF ROCK LINE (SEE MAP EC-2) TO BE IMPACTED BY ROCK HANDLING ACTIVITIES, RESULTING IN A LONGER TIME PERIOD FOR INSTALLATION OF E&SC MEASURES.
- NOTE 6: MAPS EC-1 AND EC-2 AND THE EC SCHEDULE ARE ABOVE AND BEYOND THOSE REQUIREMENTS SHOWN IN THE APPROVED PLANS AND ARE NOT INTENDED TO AND DO NOT REPLACE, SUPPLEMENT OR OTHERWISE EXTEND REGULATORY AUTHORITY BEYOND THE APPROVED PLANS.

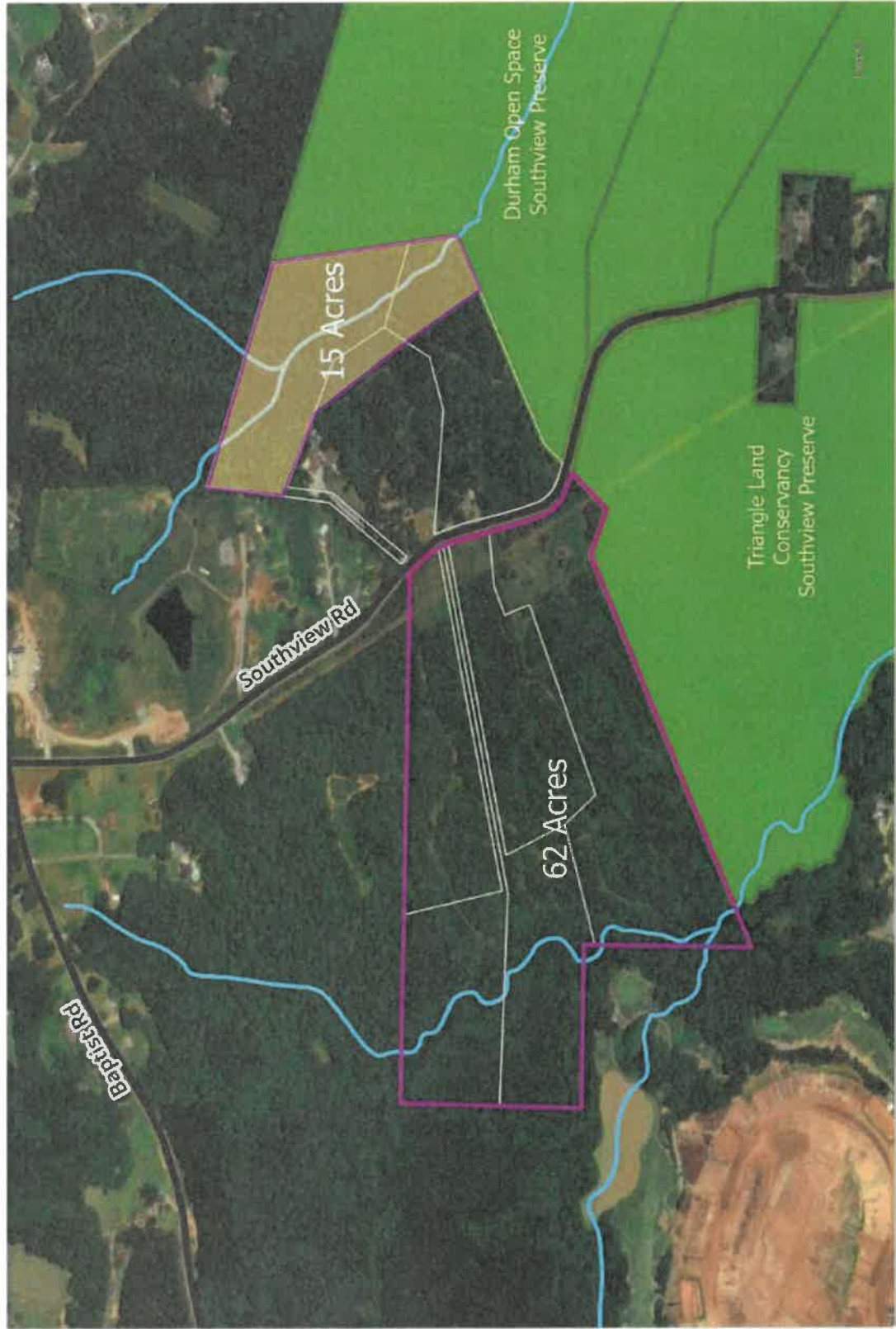


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SWEETBRIER
PHASE 3

DURHAM | NORTH CAROLINA

Exhibit C



Southview Fletcher Expansion Triangle Land Conservancy

- FLC Acquisition Area
- Ultimate Durham Acquisition
- Managed Land

- SFE Property Boundary
- Major Streams
- Durham Roads



