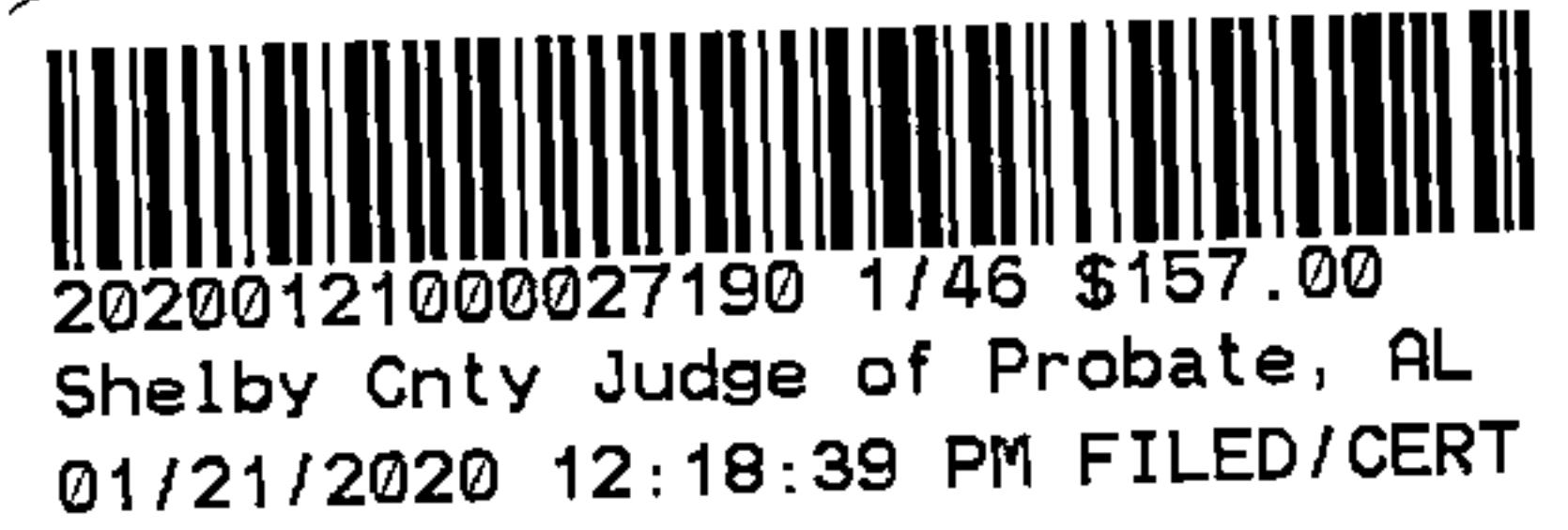




ACCESS AGREEMENT

THIS AGREEMENT is entered into by and between DONALD DAVIS AND DARLENE DAVIS ("Grantors") and D. R. HORTON, INC.-BIRMINGHAM ("DRH"), an Alabama corporation ("Grantee"), and shall be effective on the date that this Agreement shall have been executed by all of the parties hereto.

RECITALS:

WHEREAS, Grantors are the owners, joint owners with right of survivorship of that certain real property (the "Property") as legally described on the attached Exhibit A;

WHEREAS, Grantee is seeking Grantors' consent to enter Grantors' Property for the purpose of performing sediment removal and other activities as required by paragraph G. of the Consent Order between DRH and the Alabama Department of Environmental Management ("ADEM"), Consent Order 19-031-CLD ("Consent Order"). A copy of the Consent Order is attached as Exhibit B;

WHEREAS, Grantee has submitted to ADEM a Sediment Removal Plan and provided a copy of the same to Grantors, a copy of which is attached as Exhibit C.

WHEREAS, ADEM has accepted the sediment calculation of 7.56 cubic yards submitted by Grantee. A copy of the email indicating this approval is attached as Exhibit D.

WHEREAS, Grantors and Grantee desire to set forth their respective rights, responsibilities, and obligations regarding the Grantee's entry to and activities on the Property.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein, Grantors and Grantee agree as follows:

1. The above Recitals are hereby incorporated by reference.
2. Capitalized terms shall have the meaning set forth herein.
3. Grantors hereby grant to Grantee the right to enter the Property (the "Right") from time to time for the purpose of performing necessary tests, assessments, sediment removal, and related activities required by the Consent Order (the "Work"), pursuant to the following conditions:

A. The Right granted herein shall be exercised by Grantee and/or Grantee's agents, contractors, employees, and representatives.

B. The Right granted herein may be exercised from time to time and for so long as reasonably necessary in Grantee's discretion or required by ADEM to satisfy the requirements of the Consent Order.

C. DRH has no obligation to perform any activities other than those necessary or appropriate to fulfill the Consent Order obligations imposed by ADEM.

4. Liability for the costs and expenses of the Work shall be borne solely by Grantee, who shall indemnify, defend, and hold Grantors harmless therefrom.

5. The Work shall be performed at all times in compliance with all applicable laws, regulations, and orders of ADEM. Grantee shall dispose of soil removed during the performance of the Work in accordance with such laws, regulations, and orders.

6. This Agreement shall remain in force until the earlier to occur of (a) the granting of a "no further action" letter (or similar confirmation of completion of the Consent Order work requirements) by ADEM; or (b) five (5) years from the date of full execution hereof. Within a reasonable time after the termination of this Agreement and upon written request from Grantors, Grantee shall deliver a Termination of Access Agreement to Grantors.

7. This Agreement, and all of the terms, provisions, and obligations hereof, shall be covenants running with the Property and shall inure to the benefit of and be binding upon Grantors and Grantee and their respective heirs, successors, and assigns.

8. Any notice required or permitted to be given to any party shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, telecopied, or sent by overnight courier to the addresses set forth below. Any such notice shall be deemed to be received: (a) if delivered personally, on the date of such delivery; (b) if mailed, on the third business day following mailing; (c) if telecopied, on the date of transmission; or (d) if sent by overnight courier, on the first business day following delivery to courier.

To Grantors:
Joshua C. Snable
Snable Law
The Historic Enslen House
2737 Highland Avenue South
Birmingham, AL 35205

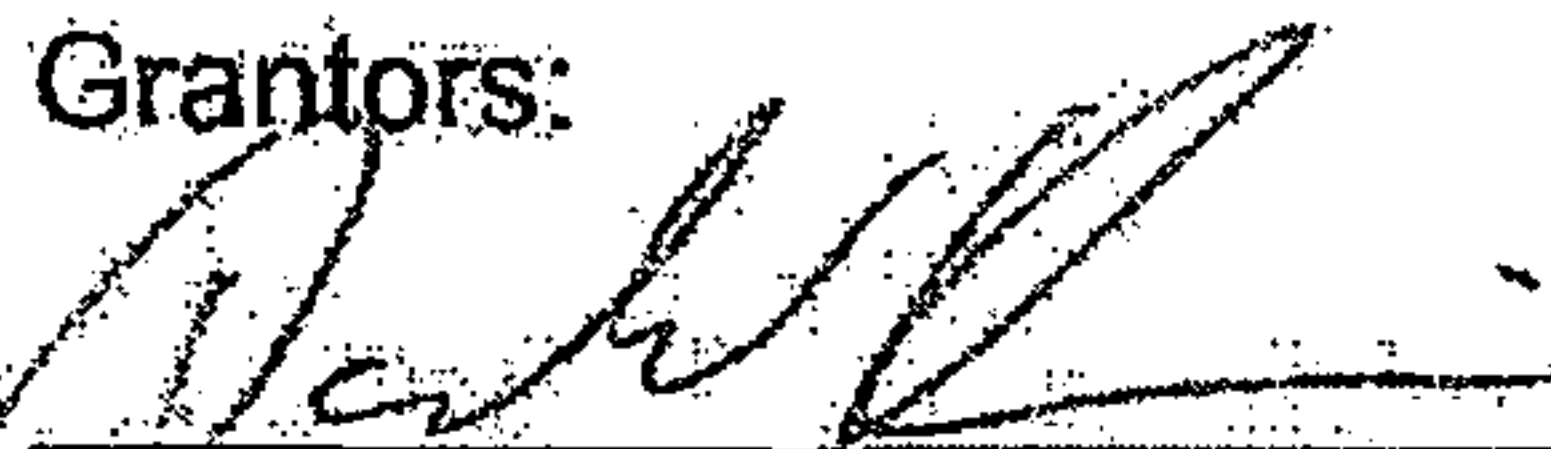
To Grantee:
D. R. Horton, Inc.-Birmingham
Attn: Eric Shula
2188 Parkway Lake Drive
Hoover, AL 35244

The parties may change their respective notice address to any other location within the United States by giving a notice of the change in accordance with this Section.

IN WITNESS WHEREOF, the parties authorized representatives have executed this Agreement.


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Grantors:


DONALD DAVIS

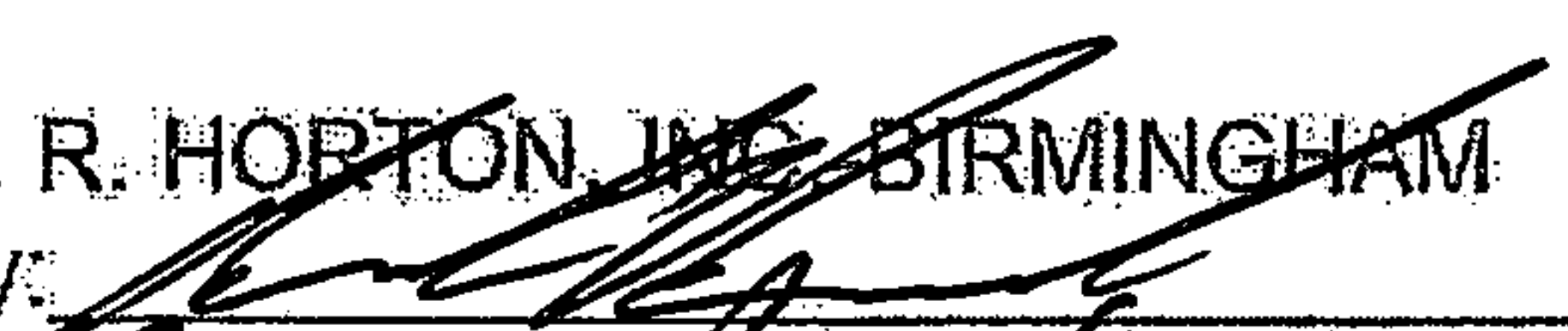
Date Executed: 12/13/2019


DARLENE DAVIS

Date Executed: 12/13/19

Grantee:

D. R. HORTON, INC. BIRMINGHAM

By: 
Its: Division President

Date Executed: 12/18/19

ACKNOWLEDGMENTS ON FOLLOWING PAGE



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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Donald Davis, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of December, 2019.

NOTARY PUBLIC

My Commission Expires: 10-10-23

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Darlene Davis, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of December, 2019.

NOTARY PUBLIC

My Commission Expires: 10-10-23

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Andrew Hancock, whose name as President for D. R. Horton, Inc.-Birmingham, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18th day of December, 2019.



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Emily B. Ernst
NOTARY PUBLIC

My Commission Expires: 6-21-2025

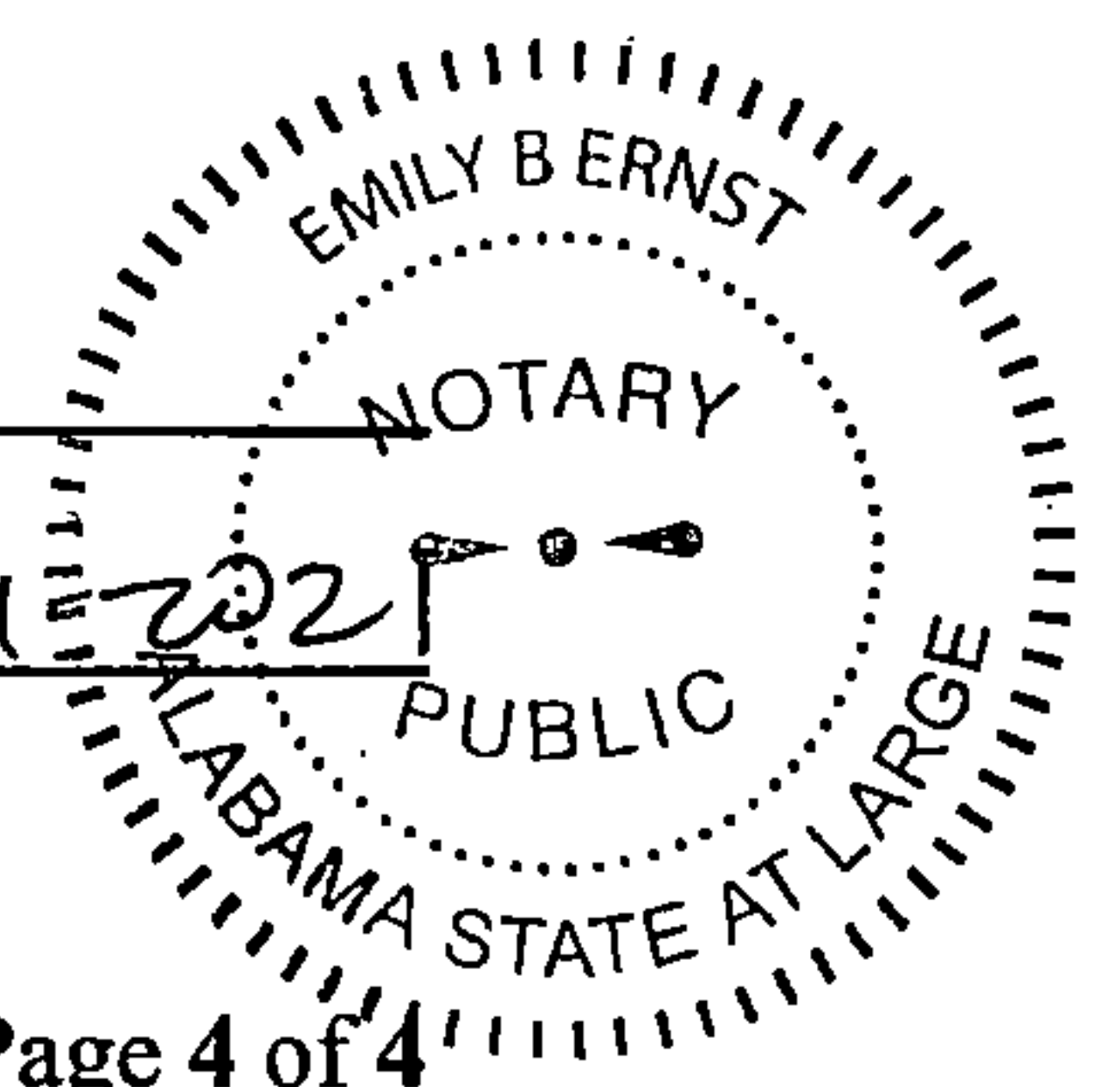


EXHIBIT A
LEGAL DESCRIPTION ("the Property")

A parcel of land located in the Northwest 1/4 of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 00 degrees 13 minutes 57 seconds East along the East line of said 1/4 1/4 Section a distance of 383.33 feet to a point on the North right of way line of Old U.S. Highway No. 240 (40 foot right of way); thence run along said right of way line South 85 degrees 33 minutes 10 seconds West, 480.23 feet to an iron pin found; the point of beginning; thence continue along said right of way South 85 degrees 33 minutes 10 seconds West, 425.17 feet to an iron pin found; thence leaving said right of way run North 00 degrees 13 minutes 57 seconds West, 412.12 feet (passing over an iron pin found at 360.00 feet) to an iron pin set; thence run North 85 degrees 33 minutes 10 seconds East, 425.65 feet to an iron pin set; thence run South 00 degrees 09 minutes 57 seconds East, 412.15 feet (passing over an iron pin found at 51.14 feet) to the point of beginning; being situated in Shelby County, Alabama.

Subject to a 60.0 foot wide access easement, the easement being described as follows: Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 00 degrees 13 minutes 57 seconds East along the East line of said 1/4 1/4 Section a distance of 383.33 feet to a point on the North right of way line of Old U.S. Highway No. 240 (40 foot right of way); thence run along said right of way line South 85 degrees 33 minutes 10 seconds West, 447.60 feet to the point of beginning of said easement easement; thence run North 00 degrees 13 minutes 57 seconds West, 356.23 feet to a point; thence run North 00 degrees 27 minutes 24 seconds West, 143.35 feet to the point of ending of said easement.



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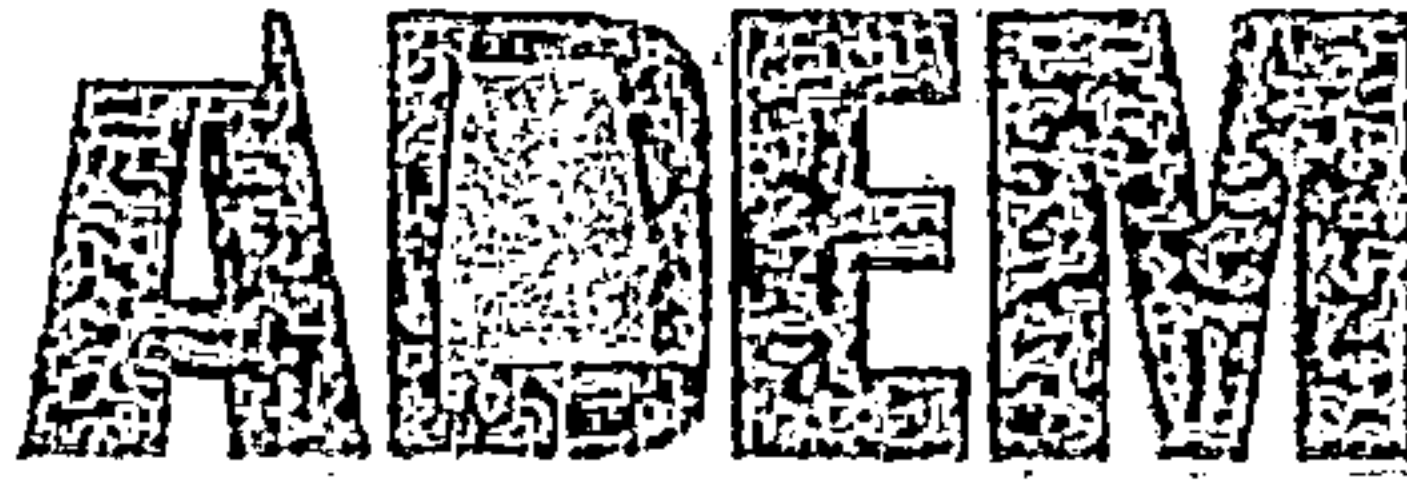
EXHIBIT B
CONSENT ORDER



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Shelby Cnty Judge of Probate, AL
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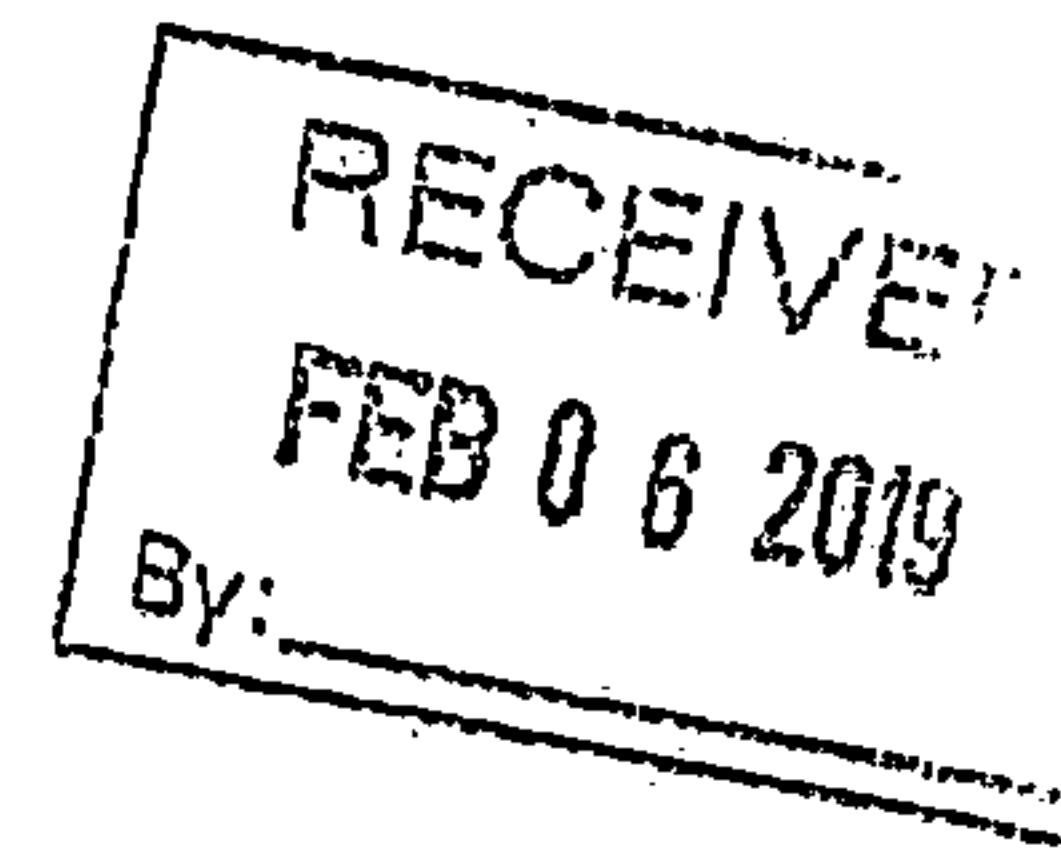
LANCE R. LEFLEUR
DIRECTOR



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 • Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 • FAX (334) 271-7950

KAY IVEY
GOVERNOR



January 30, 2019

CERTIFIED MAIL

Phillip Voss
D.R. Horton, Inc.-Birmingham
2188 Parkway Lake Drive
Hoover, AL 35244

RE: Final Consent Order
NPDES Permit No. ALR10BCTC
Shelby County (117)

Dear Mr. Voss:

Please find the enclosed Special Order by Consent Order which requires you to take certain actions in regard to alleged violations of the Alabama Water Pollution Control Act. This Consent Order has been issued with the consent of D.R. Horton, Inc.-Birmingham.

The draft order was made available for public review for a period of 30 days beginning on December 19, 2018. No public comments were received.

The enclosed Special Order by Consent is effective immediately. Please note that the assessed civil penalty is due in full within 45 days.

Should you have any questions regarding the order please contact Brett Macek by email at brett.macek@adem.state.al.us or by phone at (205) 942-6168.

Sincerely,

Anthony Scott Hughes, Chief
Field Operations Division

ASH/deh

File: ECO/48833

Enclosure

cc: Thomas L. Johnston, ADEM
Valerie Jackson, ADEM
Lynn Battle, ADEM
Rebecca Patty, ADEM
Birmingham Branch, ADEM



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Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF

D.R. HORTON, INC. - BIRMINGHAM
ADAMS MILL
CHELSEA, T19S, R1W, S26
SHELBY, ALABAMA
NPDES AUTHORIZATION NO. ALR10BCTC

CONSENT ORDER 19-031-CLD

PREAMBLE

This Special Order by Consent is made and entered into by the Alabama Department of Environmental Management (hereinafter "Department" or "ADEM") and D.R. Horton Inc. - Birmingham (hereinafter "Operator") pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-16 (2006 Rplc. Vol. and 2014 Cum. Supp.), the Alabama Water Pollution Control Act (hereinafter "AWPCA"), Ala. Code §§ 22-22-1 to 22-22-14 (2006 Rplc. Vol. and 2014 Cum. Supp.) and the regulations promulgated pursuant thereto, and § 402 of the Federal Water Pollution Control Act, 33 U.S.C. § 1342 (2012).

STIPULATIONS

1. The Operator is an Alabama corporation constructing the residential development Adams Mill (hereinafter "Facility") located to the east of Signal Valley Trail, in the City of Chelsea, Shelby County, Alabama. Sediment and other pollutants in stormwater runoff from the Facility have the potential to discharge and/or have discharged to Unnamed Tributary of Yellow Leaf Creek, a water of the State.

2. The Department is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 to 22-22A-16, (2006 Rplc. Vol. and 2014 Cum. Supp.).

3. Pursuant to Ala. Code § 22-22A-4(n) (2006 Rplc. Vol. and 2014 Cum. Supp.), the Department is the state agency responsible for the promulgation and enforcement of water pollution control regulations in accordance with the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 to 1387 (2012). In addition, the Department is authorized to administer and

enforce the provisions of the Alabama Water Pollution Control Act, Ala. Code §§ 22-22-1 through 22-22A-14 (2006 Rplc. Vol. and 2014 Cum. Supp.).

4. The following references and acronyms are used in this Order and, when used, shall have the meaning of the name or title referenced below.

BMPs	Best Management Practices
CBMPP	Construction Best Management Practices Plan
NOI	Notice of Intent
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
NTUs	Nephelometric Turbidity Units
QCP	ADEM-recognized Qualified Credentialed Professional
UT	Unnamed Tributary

5. Pursuant to ADEM Admin. Code rs. 335-6-12-.05(1) and 335-6-12-.11(1), the Operator is required to register for and obtain NPDES coverage prior to commencing and/or continuing regulated disturbance activities.

6. On November 1, 2017, the Operator submitted to the Department an NOI requesting NPDES coverage under NPDES General Permit ALR100000 (hereinafter "Permit") for regulated disturbance activities and discharges of treated stormwater from the Facility. The Department granted authorization ALR10BCTC to the Operator on November 7, 2017. The Permit is scheduled to expire on March 31, 2021.

7. Pursuant to Part III. A. of the Permit, the Permittee shall design, install, and maintain effective erosion controls and sediment controls, appropriate for site conditions. Sediment control measures, erosion control measures, and other site management practices must be properly selected based on site-specific conditions, must meet or exceed the technical standards outlined in the Alabama Handbook For Erosion Control, Sediment Control, And Stormwater Management On Construction Sites And Urban Areas published by the Alabama Soil and Water Conservation Committee (hereinafter the "Alabama Handbook") and the site-specific CBMPP prepared in accordance with Part III. D.

8. Pursuant to Part III. D. of the Permit, construction activity may not commence until a CBMPP has been prepared in a format acceptable to the Department and certified by a QCP as

adequate to meet the requirements of this permit. The Permittee shall properly implement and regularly maintain the controls, practices, devices, and measures specified in the CEMPP.

9. During an inspection of the Facility on May 30, 2018, the Department observed and documented that the Operator had not properly implemented and maintained effective BMPs, although NPDES construction activity had commenced and was continuing, in violation of Parts III. A. and D. of the Permit.

10. Pursuant to Part I. C. 10. of the Permit, the Permittee is not authorized to discharge stormwater where the turbidity of such discharge will cause or contribute an increase in the turbidity of the receiving water by more than fifty (50) NTUs above background.

11. During the inspection of the Facility on May 30, 2018, the Department analyzed water samples collected from the discharge of the Facility that indicated a turbidity of 199 NTUs, upstream of the Facility in a UT to Yellow Leaf Creek that indicated a turbidity of 36.8 NTUs, and a turbidity of 112 NTUs downstream from the Facility discharge. The turbidity samples resulted in an increase of 75.2 NTUs, in violation of Part I. C. 10. of the Permit.

12. Pursuant to Part III. H. 3. of the Permit, the Permittee shall promptly take all reasonable steps to remove, to the maximum extent practical, pollutants deposited offsite or in any waterbody or stormwater conveyance structure.

13. During the May 30, 2018 inspection, significant accumulations of sediment resulting from discharges at the Facility were observed and documented by the Department offsite and in an UT to Acker Creek, in violation of Part III. H. 3. of the Permit.

14. On June 21, 2018, a NOV was sent to the Operator by the Department as a result of the May 30, 2018, inspection. The NOV notified the Operator of deficiencies documented at the Facility and request that the Operator submit to the Department, within ten (10) days of receipt of the NOV, a response showing steps that were taken at the Facility to correct the noted deficiencies. The requested response was received by the Department on July 13, 2018.

15. The Operator neither admits nor denies the Department's allegations. The Operator consents to abide by the terms of this Consent Order and to pay the civil penalty assessed herein.

16. The Department has agreed to the terms of this Consent Order in an effort to resolve the violations cited herein without the unwarranted expenditure of State resources in further prosecuting the above alleged violations. The Department has determined that the terms contemplated in this Consent Order are in the best interests of the citizens of Alabama.

CONTENTIONS

Pursuant to Ala. Code § 22-22A-5(18)(c)(2006 Rplc. Vol. and 2014 Cum. Supp.), *as amended*, in determining the amount of any penalty, the Department must give consideration to the seriousness of the violation, including any irreparable harm to the environment and any threat to the health or safety of the public; the standard of care manifested by such person; the economic benefit which delayed compliance may confer upon such person; the nature, extent and degree of success of such person's efforts to minimize or mitigate the effects of such violation upon the environment; such person's history of previous violations; and the ability of such person to pay such penalty. Any civil penalty assessed pursuant to this authority shall not exceed \$25,000.00 for each violation, provided however, that the total penalty assessed in an order issued by the Department shall not exceed \$250,000.00. Each day such violation continues shall constitute a separate violation. In arriving at this civil penalty, the Department has considered the following:

A. **SERIOUSNESS OF THE VIOLATIONS:** Considering the general nature of the violations, the magnitude and duration of the violations, their effects, if any on impaired waters, and lack of any available evidence of irreparable harm to the environment or threat to the public, the Department determined the base penalty to be \$19,500.00.

B. **THE STANDARD OF CARE:** In considering this factor, the Department noted the violations, particularly the Operator's failure to implement and maintain effective BMPs, the offsite sedimentation, and the water quality violation were avoidable. Therefore, the Department enhanced the penalty by \$6,500.00.

C. **ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED:**
The Operator has delayed certain costs associated with maintaining proper BMPs. In

consideration of the economic benefit to the Operator, the Department enhanced the penalty by an additional \$100.00.

D. EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATIONS UPON THE ENVIRONMENT: The Department is unaware of any efforts by the Operator to minimize or mitigate the effects of the violations upon the environment.

E. HISTORY OF PREVIOUS VIOLATIONS: The Department is not aware of any previous violations not addressed above.

F. THE ABILITY TO PAY: The Department is unaware of any evidence regarding the Operator's inability to pay the civil penalty.

G. OTHER FACTORS: It should be noted that this Special Order by Consent is a negotiated settlement and, therefore, the Department has compromised the amount of the penalty the Department believes is warranted in this matter in the spirit of cooperation and the desire to resolve this matter amicably, without incurring the unwarranted expense of litigation.

H. The civil penalty is summarized in Attachment 1.

ORDER

Therefore, the Operator, along with the Department, desires to resolve and settle the compliance issues cited above. The Department has carefully considered the facts available to the Department and has considered the six penalty factors enumerated in Ala. Code § 22-22A-5(18)(c) (2006 Rplc. Vol. and 2014 Cum. Supp.), as amended, as well as the need for timely and effective enforcement.

The Department believes that the following conditions are appropriate to address the violations alleged herein. Therefore, the Department and the Operator (hereinafter collectively, "Parties") agree to enter into this Consent Order with the following terms and conditions:

A. That the Operator shall pay to the Department a civil penalty in the amount of \$24,000.00 in settlement of the violations alleged herein within forty-five (45) days after issuance of this Consent Order. Failure to pay the civil penalty within forty-five days (45) after issuance may result in the Department's filing a civil action in the Circuit Court of Montgomery County to recover the civil penalty.



B. That all penalties due pursuant to this Consent Order shall be made payable to the Alabama Department of Environmental Management by certified or cashier's check and shall be remitted to:

Office of General Counsel
Alabama Department of Environmental Management
PO Box 301463
Montgomery, Alabama 36130-1463

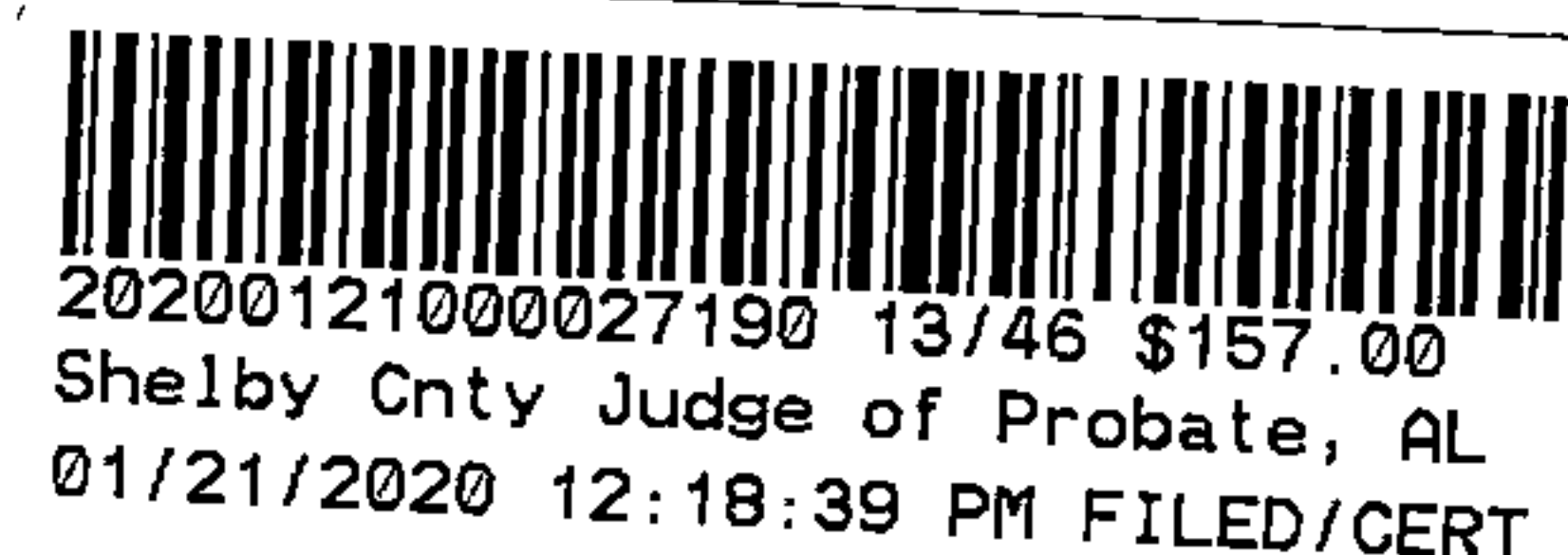
C. That the Operator shall take immediate action to prevent, to the maximum extent practicable, sediment and other pollutants in stormwater leaving the Facility and prevent noncompliant and/or unpermitted discharges of pollutants to waters of the State.

D. That the Operator shall, within five (5) days from the date of issuance of this Consent Order, the Operator shall have a QCP perform a comprehensive inspection of the Facility, offsite conveyances, and affected State waters.

E. The Operator shall, within ten (10) days from the date of issuance of this Consent Order, submit to the Department a detailed sediment loss analysis and plan for the removal, remediation, and/or mitigation of any sediment and/or other pollutants from the Facility deposited offsite and/or in State waters, wetlands, and/or other waters, to include a schedule of compliance and calculations/estimates of sediment lost from each discharge point. The sediment loss analysis shall determine the amount of sediment loss plus ten (10) percent from the Facility from the date authorization was granted under ALR10BCTC until the date of issuance of this Consent Order.

F. That the Operator shall, within ten (10) days from the date of issuance of this Consent Order, submit to the Department the results of the QCP comprehensive inspection and a plan to return the Facility to compliance with Permit requirements.

G. That the Operator shall, within thirty days from the date of issuance of this Consent Order, fully implement effective BMPs, designed by a QCP, that meet or exceed the technical standards outlined in the Alabama Handbook, the site CBMPP plan, and NPDES General Permit ALR100000, and correct all deficiencies at the Facility and offsite conveyances, including sediment removal or remediation.



H. That, within seven (7) days of the completion of the activities required in paragraph G. above, the Operator shall submit to the Department a certification signed by the QCP that effective BMPs that meet or exceed the technical standards outlined in the Alabama Handbook, the site CBMPP plan, and NPDES General Permit ALR100000 have been implemented, all deficiencies have been corrected, and full compliance with the requirements of NPDES General Permit ALR100000, has been achieved at the Facility, offsite conveyances, and affected State waters.

I. That this Consent Order shall apply to and be binding upon both Parties, their directors, officers, and all persons or entities acting under or for them. Each signatory to this Consent Order certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Consent Order, to execute the Consent Order on behalf of the party represented, and to legally bind such party.

J. That, subject to the terms of these presents and subject to provisions otherwise provided by statute, this Consent Order is intended to operate as a full resolution of the violations which are cited in this Consent Order.

K. That the Operator is not relieved from any liability if the Operator fails to comply with any provision of this Consent Order.

L. That, for purposes of this Consent Order only, the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court of Montgomery County. In any action brought by the Department to compel compliance with the terms of this Agreement, the Operator shall be limited to the defenses of Force Majeure, compliance with this Agreement and physical impossibility. A Force Majeure is defined as any event arising from causes that are not foreseeable and are beyond the reasonable control of the Operator, including the Operator's contractors and consultants, which could not be overcome by due diligence (i.e., causes which could have been overcome or avoided by the exercise of due diligence will not be considered to have been beyond the reasonable control of the Operator) and which delays or prevents performance by a date required by the Consent Order. Events such as unanticipated or increased costs of performance, changed economic circumstances, normal

precipitation events, or failure to obtain federal, state, or local permits shall not constitute Force Majeure. Any request for a modification of a deadline must be accompanied by the reasons (including documentation) for each extension and the proposed extension time. This information shall be submitted to the Department a minimum of ten (10) working days prior to the original anticipated completion date. If the Department, after review of the extension request, finds the work was delayed because of conditions beyond the control and without the fault of the Operator, the Department may extend the time as justified by the circumstances. The Department may also grant any other additional time extension as justified by the circumstances, but the Department is not obligated to do so.

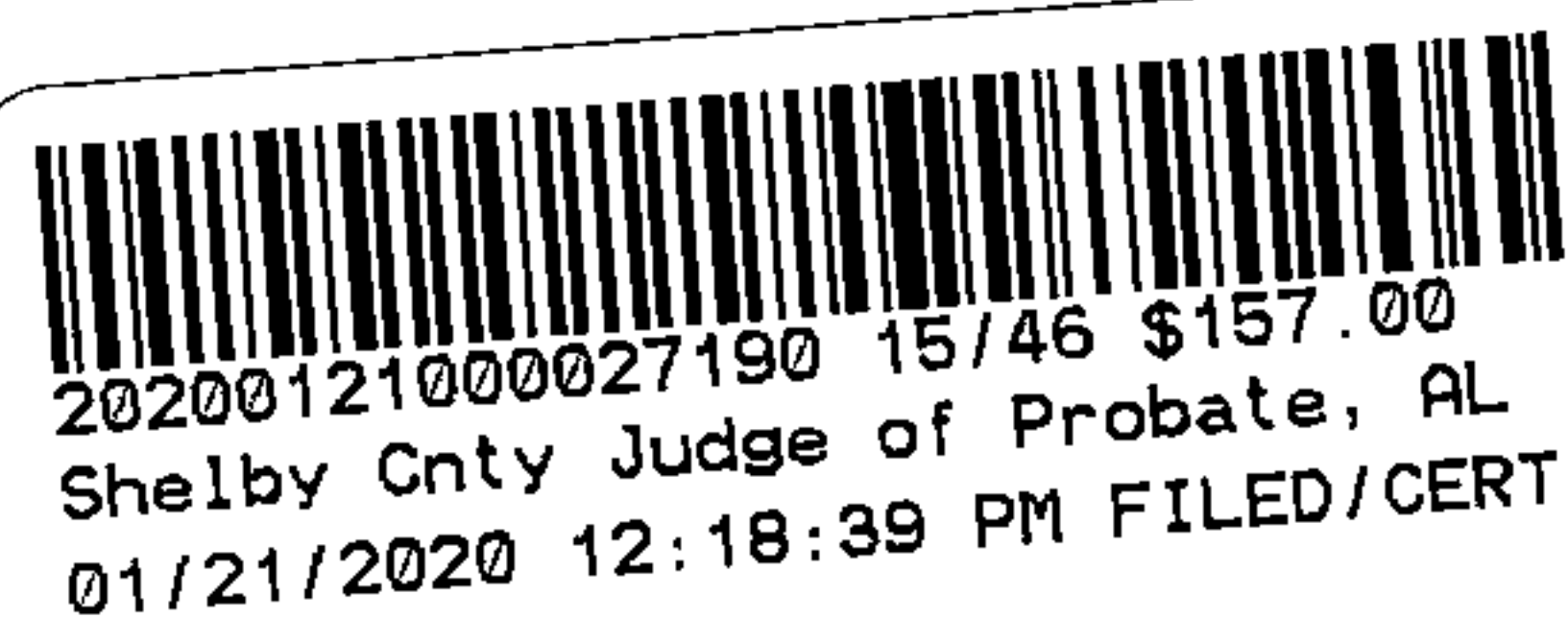
M. That the sole purpose of this Consent Order is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future concerning the Facility which would constitute possible violations not addressed in this Consent Order, then such future violations may be addressed in Orders as may be issued by the Director, litigation initiated by the Department, or such other enforcement action as may be appropriate, and the Operator shall not object to such future Orders, litigation or enforcement action based on the issuance of this Consent Order if future orders, litigation or other enforcement action address new matters not raised in this Consent Order.

N. That this Consent Order shall be considered final and effective immediately upon signature of all Parties. This Consent Order shall not be appealable, and the Operator does hereby waive any hearing on the terms and conditions of same.

O. That this Consent Order shall not affect the Operator's obligation to comply with any federal, State, or local laws or regulations.

P. That final approval and entry into this Consent Order are subject to the requirements that the Department give notice of proposed penalty Orders to the public, and that the public have at least thirty days within which to comment on the Consent Order.

Q. That, should any provision of this Consent Order be declared by a court of competent jurisdiction or the Environmental Management Commission to be inconsistent with federal or



State law and therefore unenforceable, the remaining provisions herein shall remain in full force and effect.

R. That any modifications of this Consent Order must be agreed to in writing and signed by both Parties.

S. That, except as otherwise set forth herein, this Consent Order is not and shall not be interpreted to be a permit or modification of an existing permit under federal, State or local law, and shall not be construed to waive or relieve the Operator of the Operator's obligations to comply in the future with any permit coverage.


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Shelby Cnty Judge of Probate, AL
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Executed in duplicate with each part being an original

D.R. HORTON, INC. - BIRMINGHAM

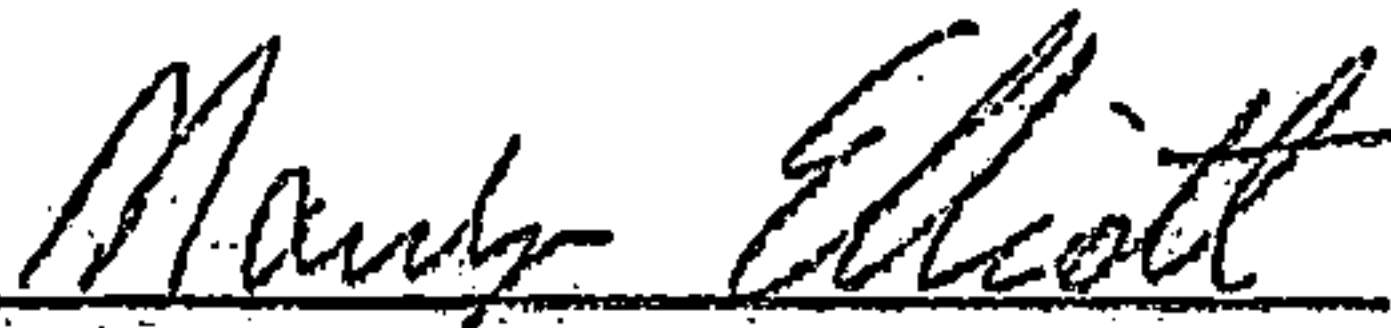

(Signature of Authorized Representative)

Ted I. Harbour
(Print Name of Authorized Representative)

Senior Vice President and Chief Legal Officer
Title

Date Signed: November 20, 2018

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT


Lance R. LeFleur
Director

Date Signed: 1/30/19



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ATTACHMENT 1 - PENALTY SYNOPSIS

D.R. HORTON, INC.-BIRMINGHAM - ADAMS MILL Chelsea, Shelby County NPDES
ALR10BCTC

Violation	Number of Violations	Seriousness of Violation & Base Penalty*	Standard of Care*	History of Previous Violations*
Effective Best Management Practices (BMPs) not implemented and/or maintained	1	\$4,500	\$1,500	
Discharge/accumulation of sediment offsite	1	\$7,500	\$2,500	
Water Quality Standard violation	1	\$7,500	\$2,500	
Totals:	3	\$19,500	\$6,500	
Economic Benefit*:				\$100
Sub-Total:				\$26,100
Mitigating Factors*:				
Ability to Pay*:				
Other Factors*:				
Amount of Initial Penalty:				\$26,100
Total Adjustments:				\$-2,100
Final Penalty:				\$24,000

*See the Department's "Contentions" portion of the Order for a detailed description of each violation and the penalty factors.



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EXHIBIT C
SEDIMENT REMOVAL PLAN



20200121000027190 19/46 \$157.00
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**Sediment Removal Plan
Adam's Mill/Davis Pond
Chelsea, AL
ADEM Permit No. ALR10BCTC**

Introduction

Quantifying the amount of off-site sediment accumulation has been calculated using the Revised Universal Soil Loss Equation (RUSLE). This method is currently used by Natural Resource Conservation Services (NRCS), ADEM and other agencies for determining soil loss. In addition, visual observations of off-site sediment were used in determining area of sediment removal.

Revised Universal Soil Loss Equation: $A = R \times K \times LS \times C \times P$

A = Annual Soil Loss in Tons/Acre

R = Rainfall Factor (Isoerodent Map for R – Factor)

K = Soil Erodibility Factor

LS = Topographic Factor

C = Cover Factor

P = Management Factor

Contributing Disturbed Areas

Off-site sediment accumulations have been observed below the south side of the project site within Yellow leaf Creek and adjacent property pond (See attached photographs within **Appendix A**). Off-site sediment appears to have been deposited in adjacent property pond due to lack of BMPs due to initial grading/development of the property and overwhelming of BMPs due to excessive rain events. Based on a review of site topography during an on-site field evaluation, the disturbed area with potential for contributing off-site sediment includes approximately 15 acres. This area slopes from north to south towards the site stormwater outfall and adjacent property pond.

Site layout plan with area contributing to off-site sediment is represented within **Appendix B**.

RUSLE Calculations

$A = R \times K \times LS \times C \times P$

R = 350 (Isoerodent Map for R Factor) Area for Chelsea, Alabama (**Appendix C**).

K = 0.28 and 0.43 based on NRCS data (**Appendix D**). Site soils consist of Nauvoo-Sunlight Complex (NcE).

LS = Varies from 4.6% to 11% Based on values for topographic factor for high ratio of rill and inter-rill erosion, such as highly disturbed soil conditions and freshly prepared construction sites (**Appendix E**).



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C = Multiple cover factors where used during the extended time period due to grading and vegetation (**Appendix F**).

P = Multiple practice factors where used during the extended time period due to grading and vegetation (**Appendix F**).

A = See **Appendix G** for RUSLE Calculations

Total estimated soil loss: **6.87 cubic yards** off-site sediment based on RUSLE Calculations

Visual Observations of Off-site Sediment

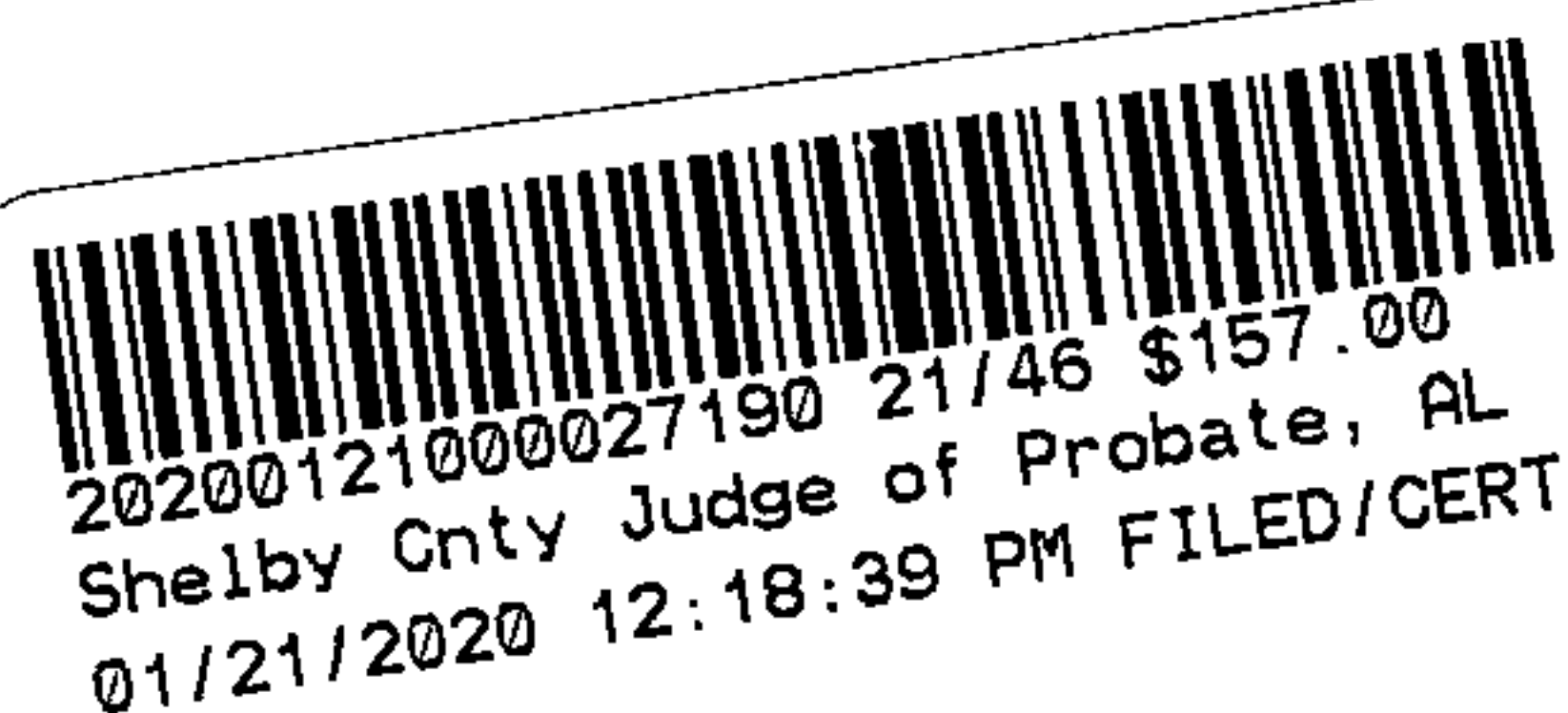
Site photographs of stream evaluation is represented within **Appendix A** and Layout of project site with off-site removal plan is represented within **Appendix B**. Sediment accumulations were observed entering adjacent property pond via stormwater conveyance from Adam's Mill.

Removal of Off-site Sediment

Sediment accumulations were removed from stormwater conveyance from recently constructed stormwater/sediment pond on June 13, 2018. Based on visual site observations and invoice from landscaping and clearing activities of area, sediment accumulations were removed during landscaping and clearing for entrance area.

All sediment removal will be documented with photographs at time of work. Total amount of sediment to be removed including additional 10% for margin of error): **7.56 cubic yards**-(**Appendix G**).

An in-depth step-by-step review of the sediment removal process is located in **Appendix H**. This section includes two scenarios with Scenario 1 being the first process to try to reduce the amount of disturbance to the pond, disturbance to adjacent areas surrounding the pond and the timeframe of the sediment removal process. If unable to do so, scenario 2 will be initiated.

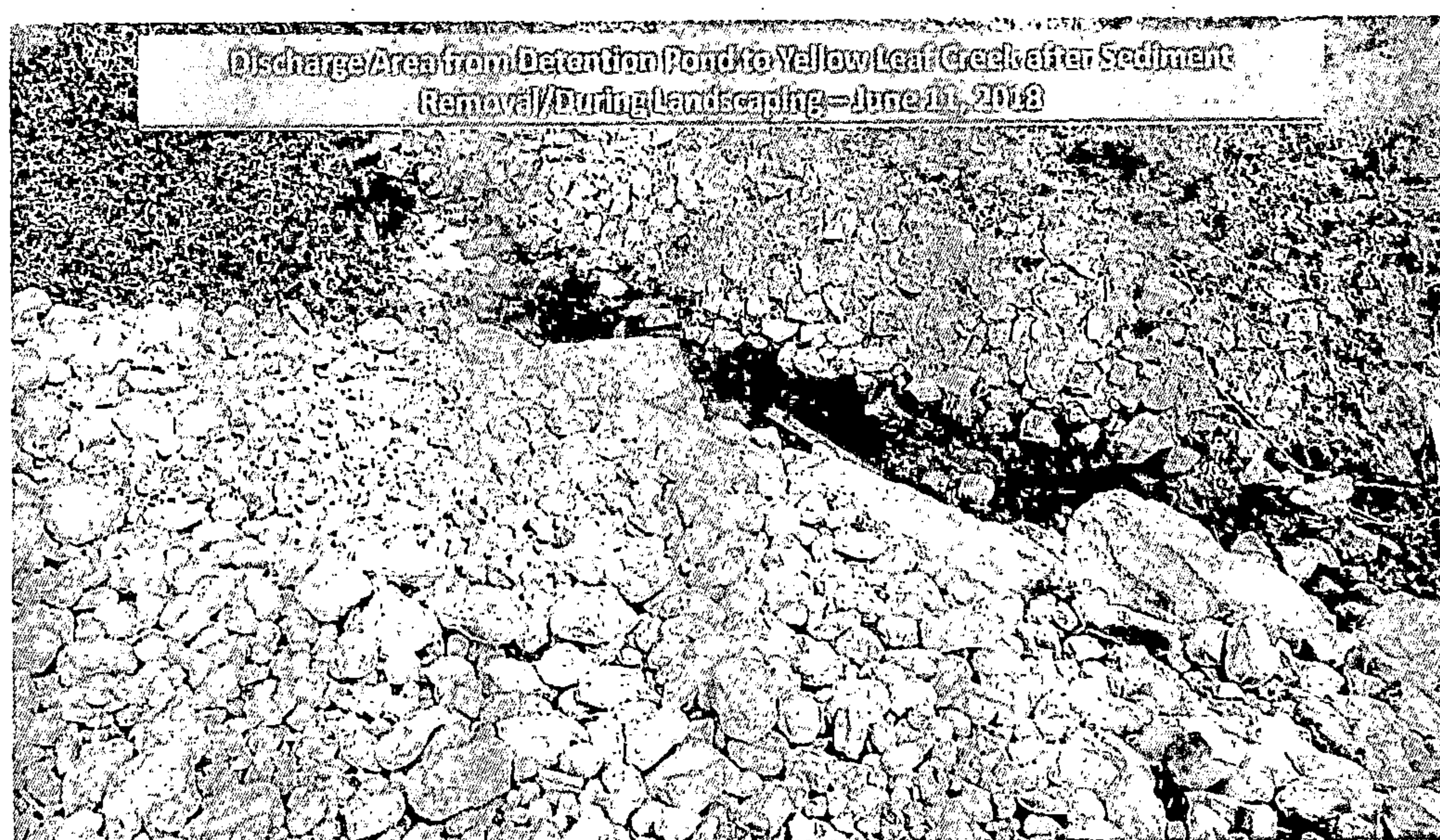


Appendix A

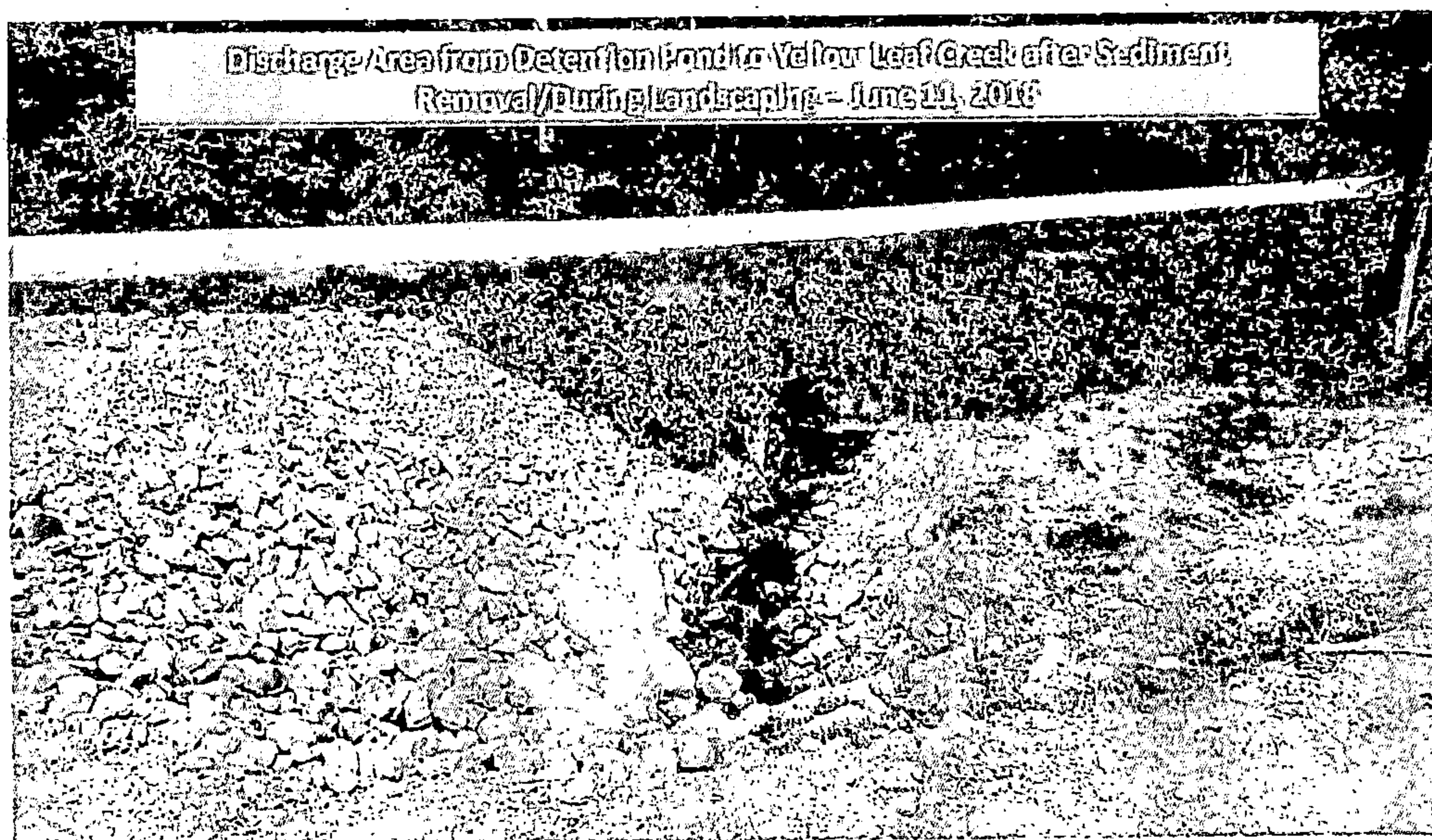
Site Photographs of Off-site Sediment Accumulations



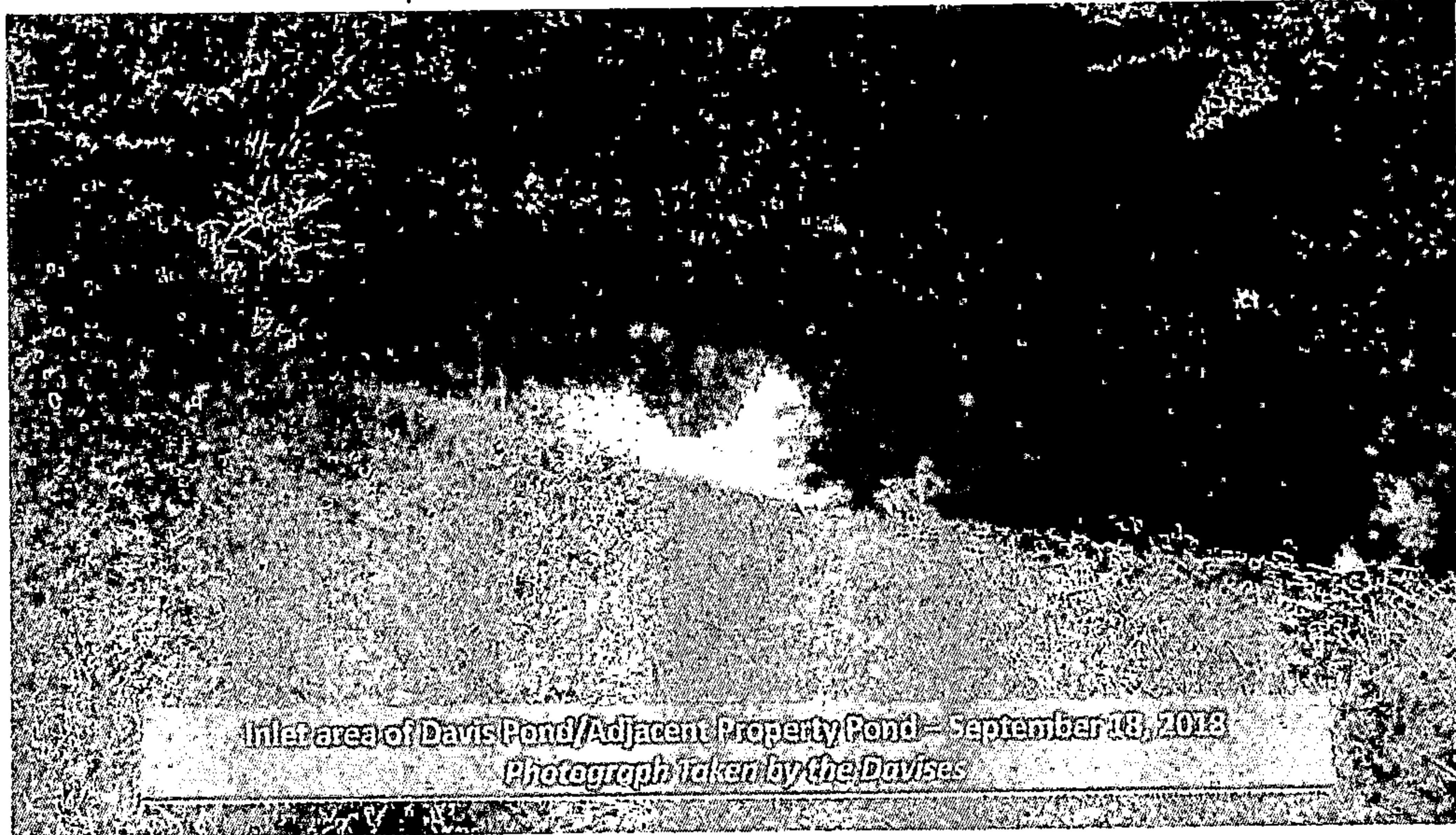
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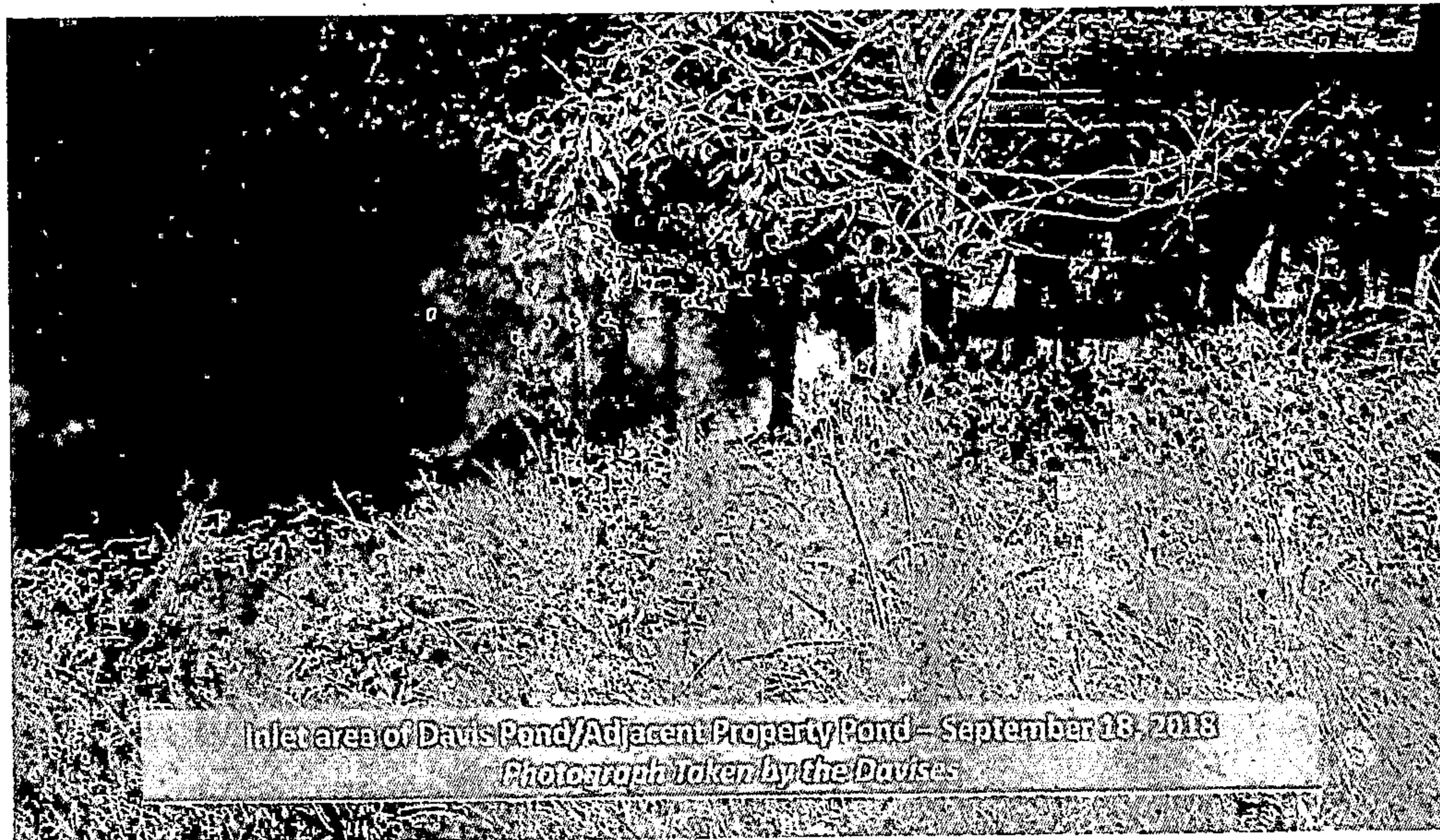
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20200121000027190 24/46 \$157.00
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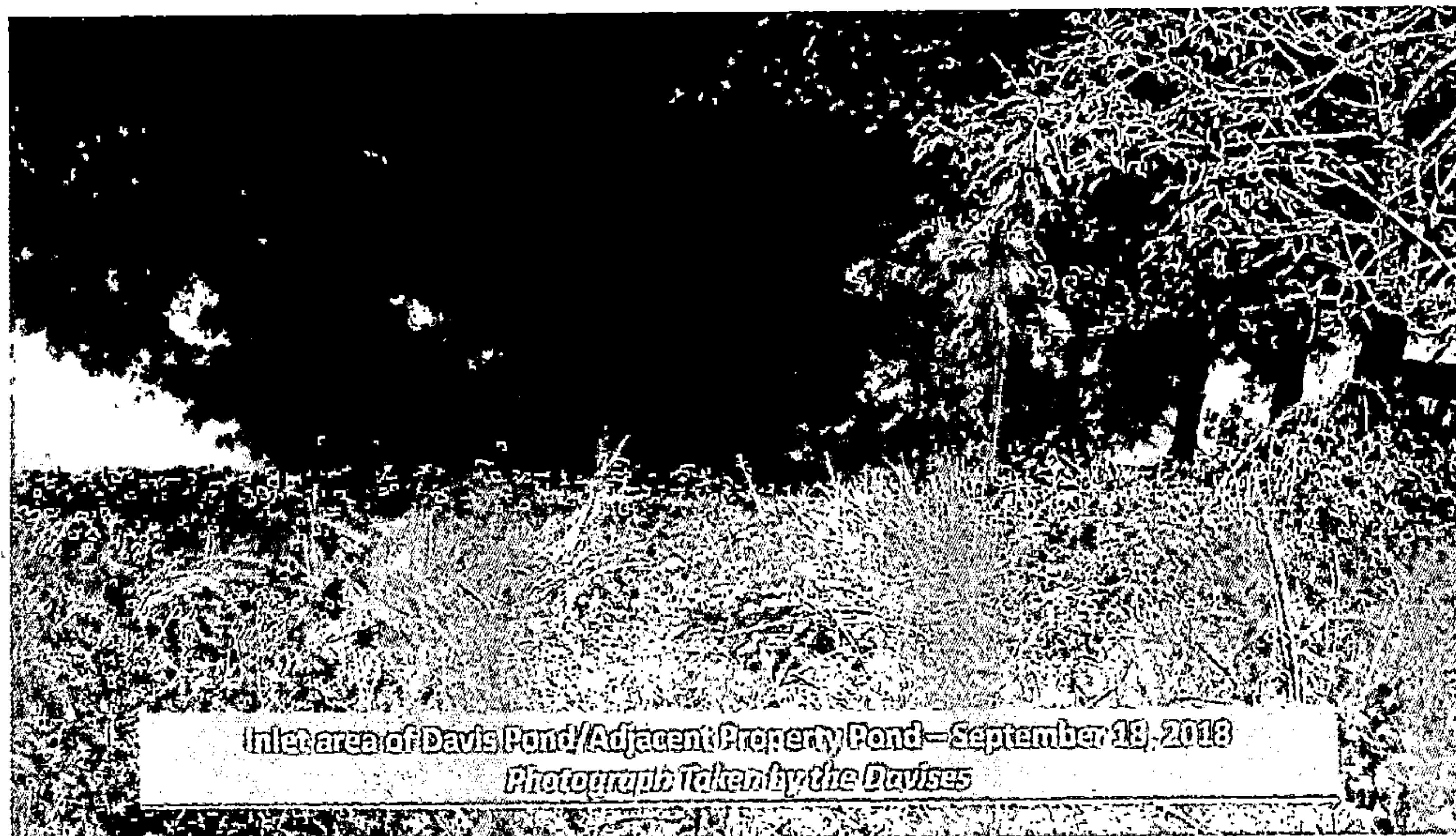
Inlet area of Davis Pond/Adjacent Property Pond - September 18, 2018
Photograph taken by the Davises



Inlet area of Davis Pond/Adjacent Property Pond - September 18, 2018
Photograph taken by the Davises



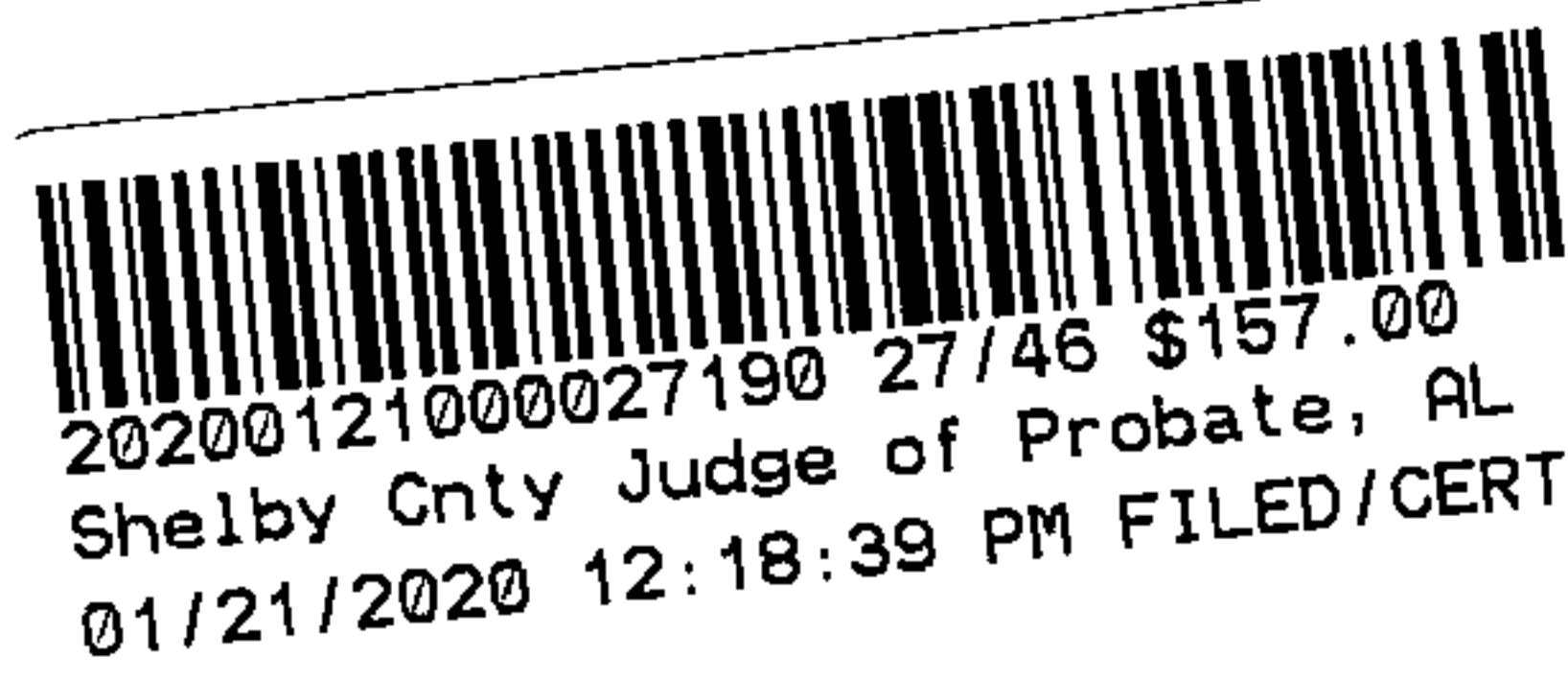
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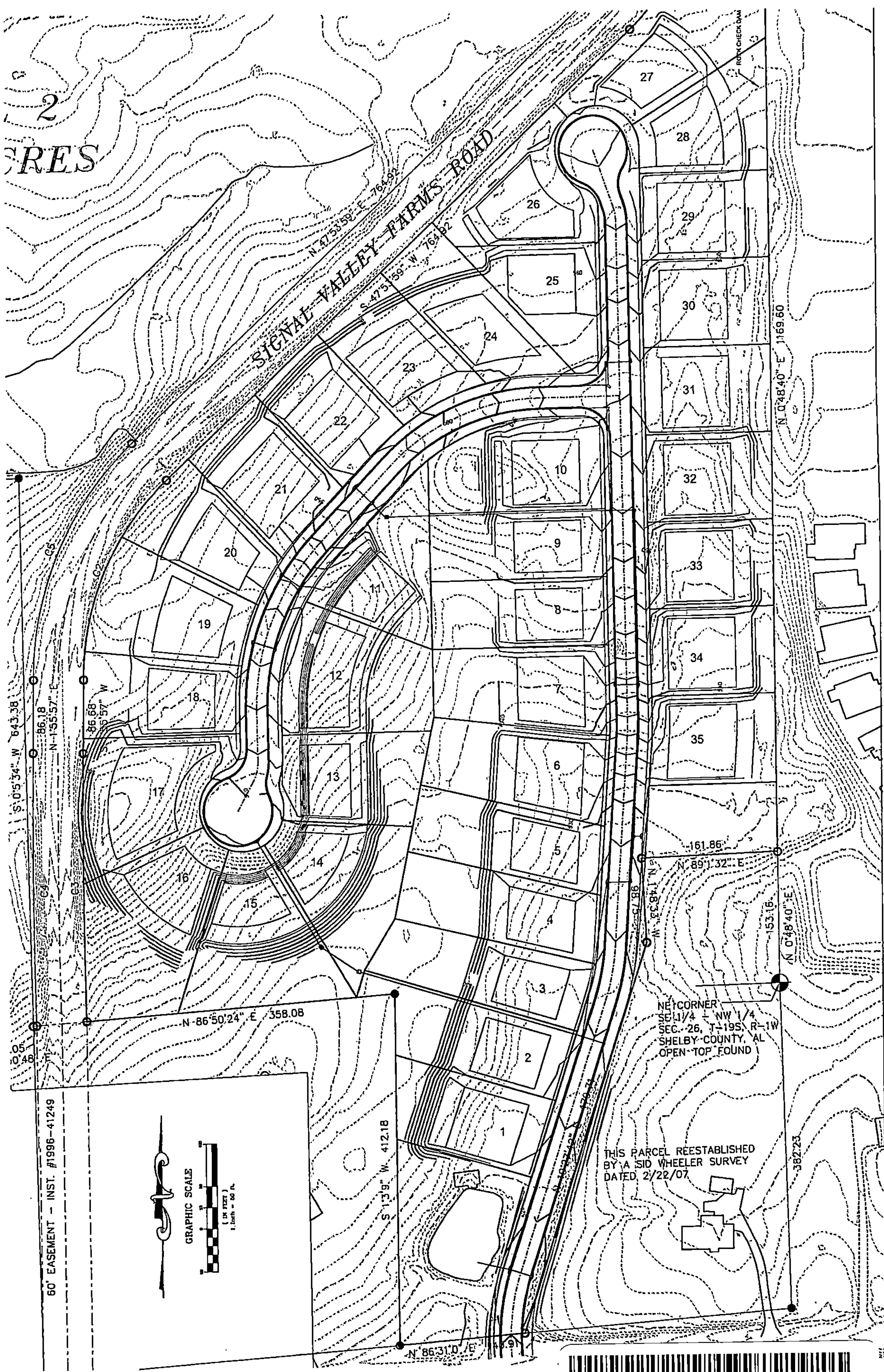
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Appendix B

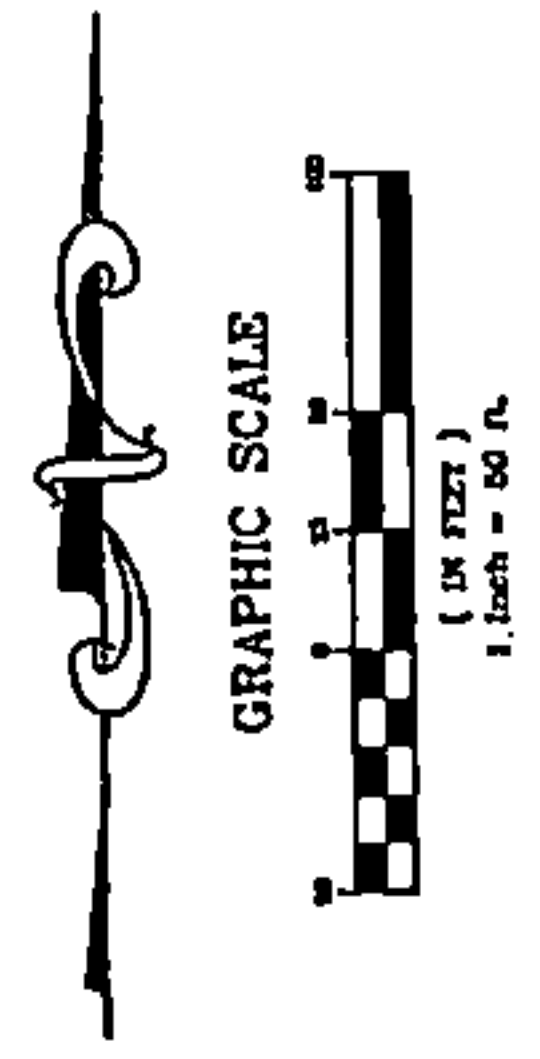
Site Layout with Location of Area Contributing to Off-site Sediment



2
RES



60' EASEMENT - INST. #1996-41249



THIS PARCEL REESTABLISHED
BY A SID WHEELER SURVEY
DATED 2/22/07

NET CORNER
SECTION 26 - NW 1/4
SEC. 26, T-19S, R-1W
SHELBY COUNTY, AL
OPEN TOP FOUND

NOTES:
1. EXISTING TOPOGRAPHY IS AN AERIAL PHOTOGRAPH PROVIDED BY G-SQUARE.
2. STORM SEWER SHOWN ON THIS PLAN IS SHOWN FROM THE ORIGINAL DESIGN PLANS. NO
FIELD VERIFICATION HAS BEEN PERFORMED.

Initial Contributing Area of Discharge to Detention Pond

Current Contributing Area of Discharge to Detention Pond

Initial Contributing Area of Discharge to Adjacent Property Pond

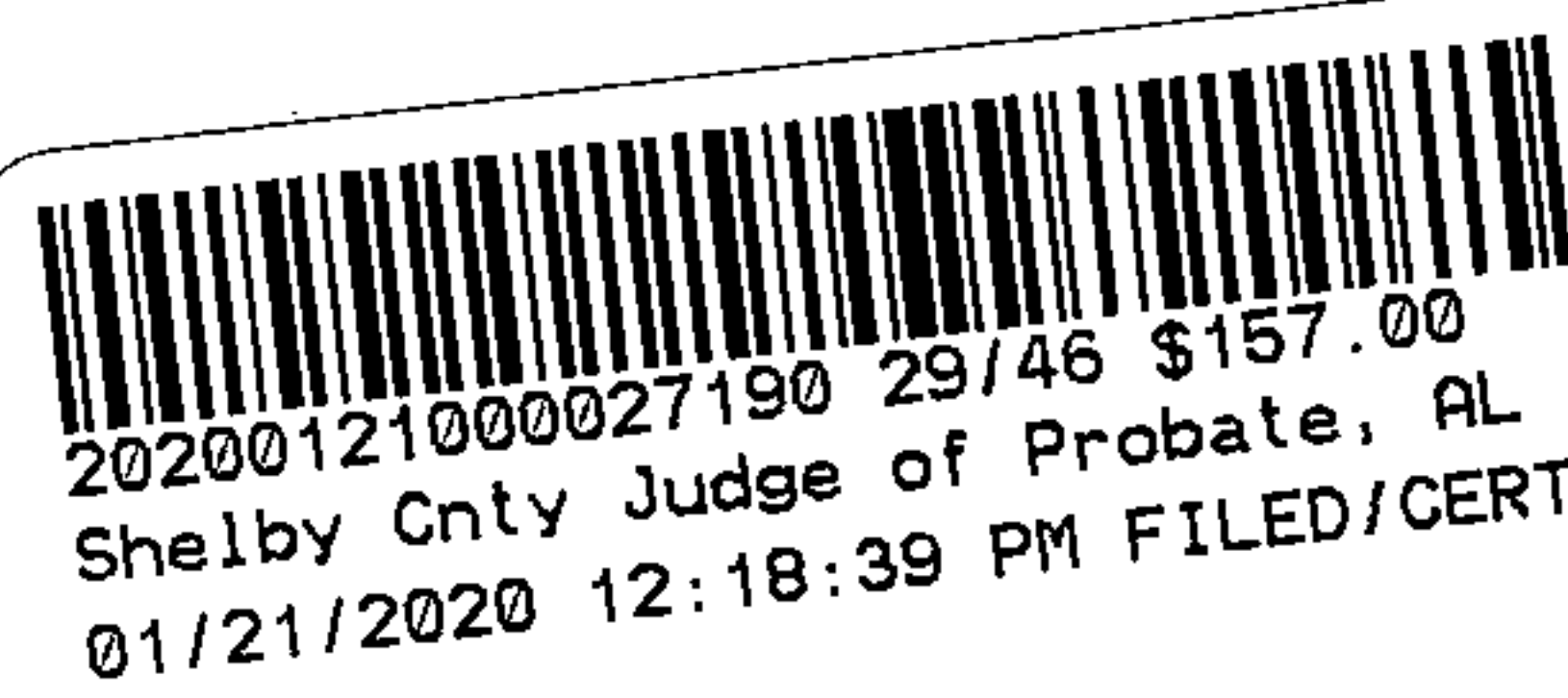
Current Contributing Area of Discharge to Adjacent Property Pond

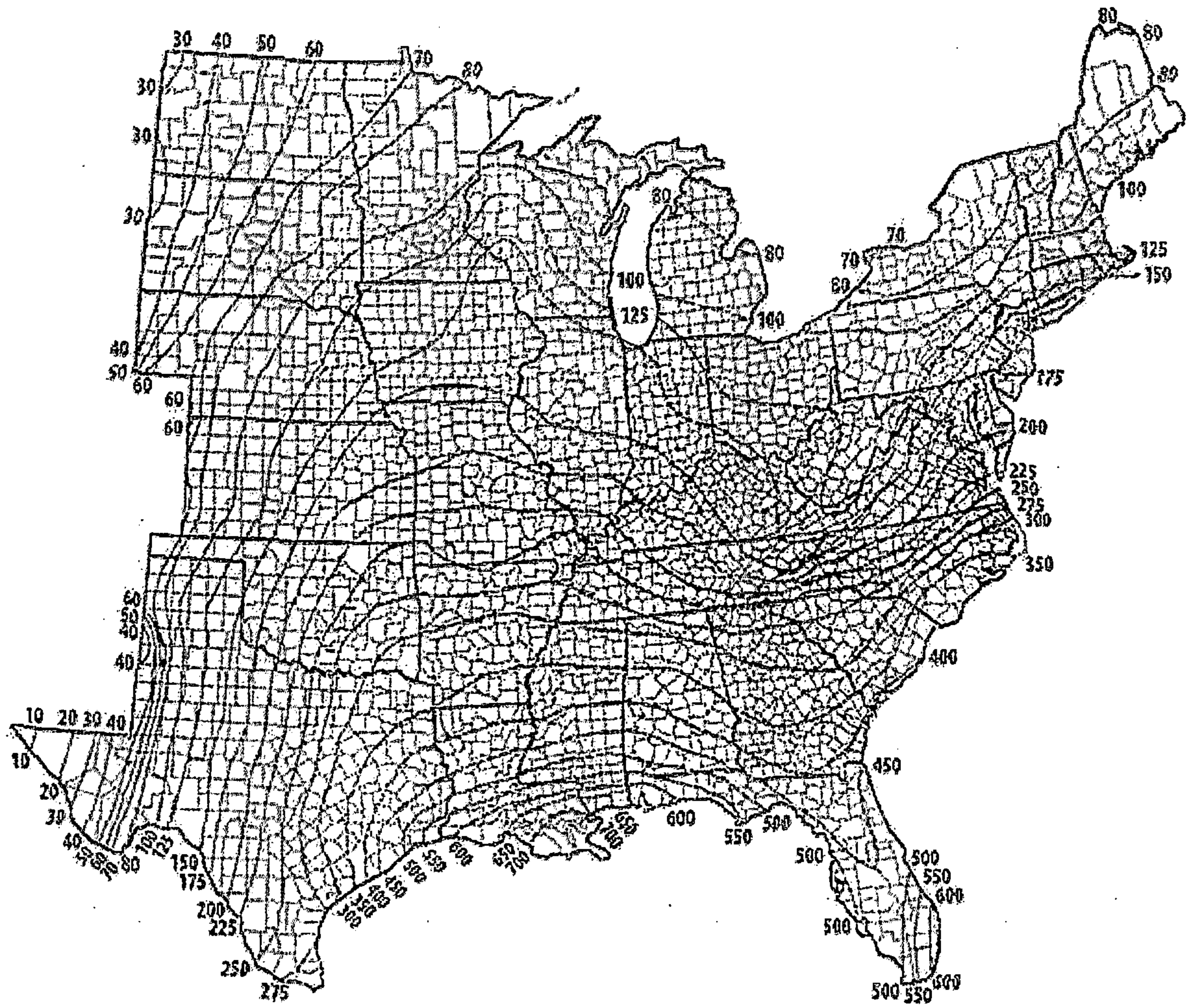
PROJECT: ADAMS MILL
CHSELSEA, ALABAMA
CONCEPTUAL GRADING PLAN
EXHIBIT
120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35124
TEL. - (205) 403-9158
FAX - (205) 403-9175



Appendix C

Isocroderent Map for RUSLE





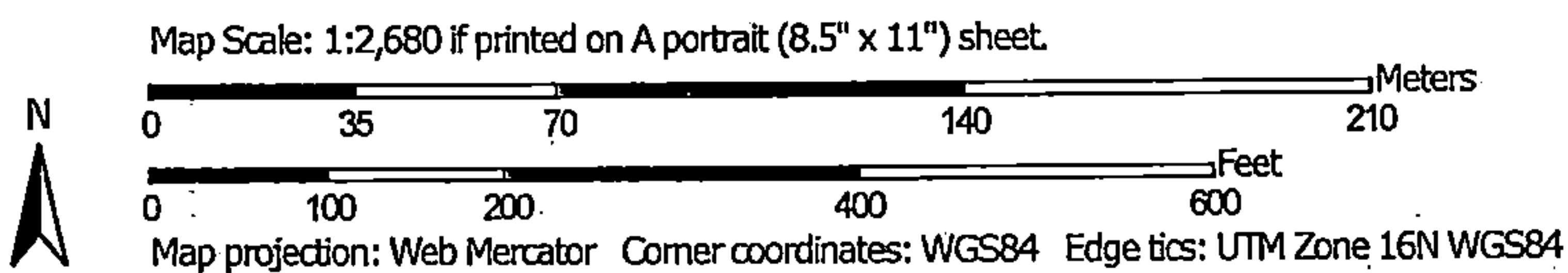
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Appendix D

NRCS Soil Survey Data for RUSLE


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Soil Map—Shelby County, Alabama



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Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

11/20/2018.
Page 1 of 2

MAP LEGEND

Area of Interest (AOI)		Spoil Area
Area of Interest (AOI)		Stony Spot
Soils		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
Special Point Features		
Blowout		Water Features
Borrow Pit		Streams and Canals
Clay Spot		Transportation
Closed Depression		Rails
Gravel Pit		Interstate Highways
Gravelly Spot		US Routes
Landfill		Major Roads
Lava Flow		Local Roads
Marsh or swamp		Background
Mine or Quarry		Aerial Photography
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Shelby County, Alabama
Survey Area Data: Version 11, Sep 13, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 5, 2015—Oct 20, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

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RUSLE2 Related Attributes

This report summarizes those soil attributes used by the Revised Universal Soil Loss Equation Version 2 (RUSLE2) for the map units in the selected area. The report includes the map unit symbol, the component name, and the percent of the component in the map unit. Soil property data for each map unit component include the hydrologic soil group, erosion factors Kf for the surface horizon, erosion factor T, and the representative percentage of sand, silt, and clay in the mineral surface horizon. Missing surface data may indicate the presence of an organic surface layer. .

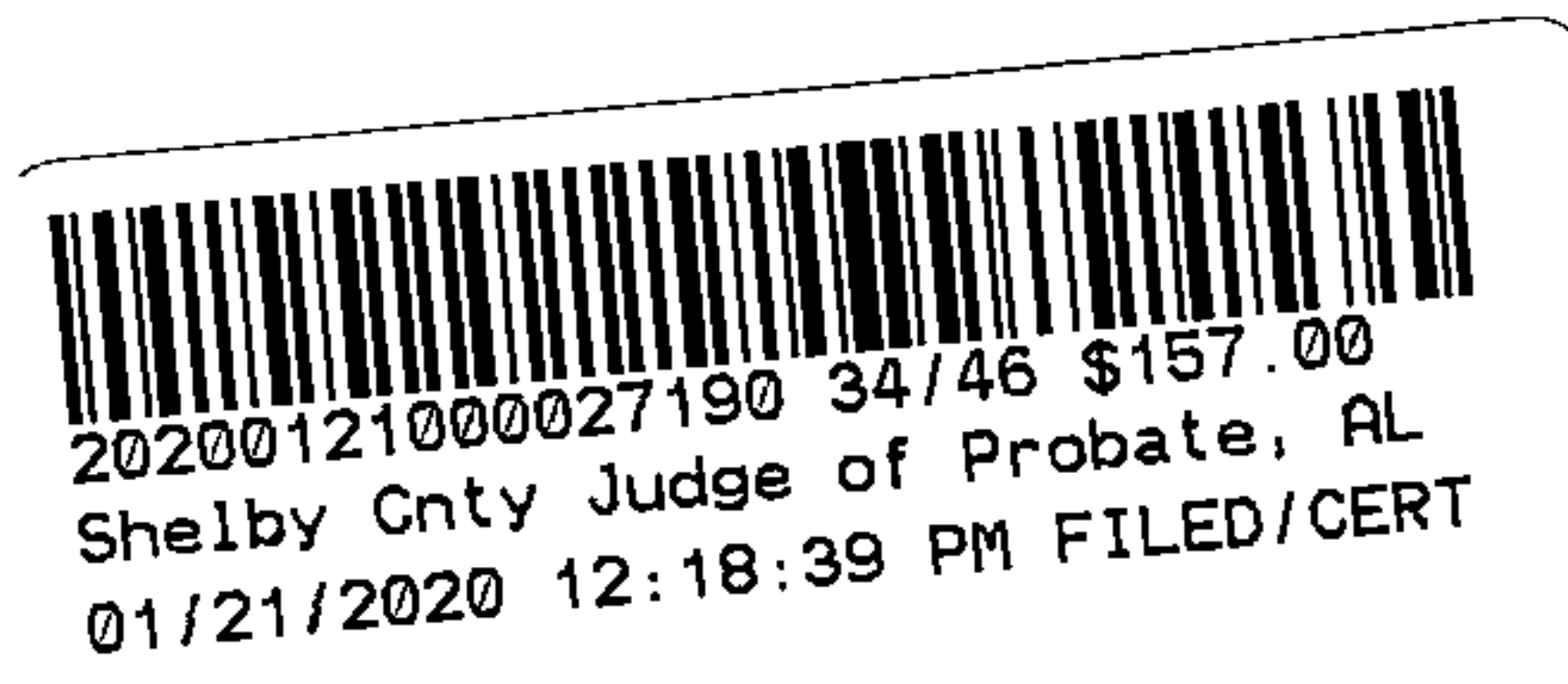
Report—RUSLE2 Related Attributes

Soil properties and interpretations for erosion runoff calculations. The surface mineral horizon properties are displayed. Organic surface horizons are not displayed.

RUSLE2 Related Attributes--Shelby County, Alabama								
Map symbol and soil name	Pct. of map unit	Slope length (ft)	Hydrologic group	Kf	T factor	Representative value		
						% Sand	% Silt	% Clay
NcE--Nauvoo-Sunlight complex, 15 to 25 percent slopes								
Nauvoo	60	75	B	.28	4	43.0	39.0	18.0
Sunlight	30	75	D	.43	2	27.0	54.0	19.0

Data Source Information

Soil Survey Area: Shelby County, Alabama
Survey Area Data: Version 12, Sep 16, 2019



Appendix E

LS Factor for RUSLE


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Table 4-3.
Values for topographic factor, L_S, for high ratio of fill to interrill erosion.¹

Slope (%)	Horizontal slope length (ft)																
	<3	6	9	12	15	25	50	75	100	150	200	250	300	400	600	800	1000
0.2	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.06	0.06	0.06	0.06	0.06	0.06	0.06
0.5	0.07	0.07	0.07	0.07	0.07	0.07	0.08	0.08	0.09	0.09	0.10	0.10	0.10	0.11	0.12	0.12	0.13
1.0	0.09	0.09	0.09	0.09	0.09	0.10	0.13	0.14	0.15	0.17	0.18	0.19	0.20	0.22	0.24	0.26	0.27
2.0	0.13	0.13	0.13	0.13	0.13	0.16	0.21	0.25	0.28	0.33	0.37	0.40	0.43	0.48	0.56	0.63	0.69
3.0	0.17	0.17	0.17	0.17	0.17	0.21	0.30	0.36	0.41	0.50	0.57	0.64	0.69	0.80	0.96	1.10	1.23
4.0	0.20	0.20	0.20	0.20	0.20	0.26	0.38	0.47	0.55	0.68	0.78	0.89	0.98	1.14	1.42	1.65	1.86
5.0	0.23	0.23	0.23	0.23	0.23	0.31	0.46	0.58	0.68	0.86	1.02	1.16	1.28	1.51	1.91	2.25	2.55
6.0	0.26	0.26	0.26	0.26	0.26	0.36	0.54	0.69	0.82	1.05	1.25	1.43	1.60	1.90	2.43	2.89	3.30
8.0	0.32	0.32	0.32	0.32	0.32	0.45	0.70	0.91	1.10	1.43	1.72	1.99	2.24	2.70	3.52	4.24	4.91
10.0	0.35	0.37	0.38	0.39	0.40	0.57	0.91	1.20	1.46	1.92	2.34	2.72	3.09	3.75	4.95	6.03	7.02
12.0	0.36	0.41	0.45	0.47	0.49	0.71	1.15	1.54	1.88	2.51	3.07	3.60	4.09	5.01	6.67	8.17	9.57
14.0	0.38	0.45	0.51	0.55	0.58	0.85	1.40	1.87	2.31	3.09	3.81	4.48	5.11	6.30	8.45	10.40	12.23
16.0	0.39	0.49	0.56	0.62	0.67	0.98	1.64	2.21	2.73	3.68	4.56	5.37	6.15	7.60	10.26	12.69	14.98
20.0	0.41	0.56	0.67	0.76	0.84	1.24	2.10	2.86	3.57	4.85	6.04	7.16	8.23	10.24	13.94	17.35	20.57
25.0	0.45	0.64	0.80	0.93	1.04	1.56	2.67	3.67	4.59	6.30	7.88	9.38	10.81	13.53	18.57	23.24	27.66
30.0	0.48	0.72	0.91	1.08	1.24	1.86	3.22	4.44	5.58	7.70	9.67	11.55	13.35	16.77	23.14	29.07	34.71
40.0	0.53	0.85	1.13	1.37	1.59	2.41	4.24	5.89	7.44	10.35	13.07	15.67	18.17	22.95	31.09	40.29	48.29
50.0	0.58	0.97	1.31	1.62	1.91	2.91	5.16	7.20	9.13	12.75	16.16	19.42	22.57	28.60	39.95	50.63	60.84
60.0	0.63	1.07	1.47	1.84	2.19	3.36	5.97	8.37	10.63	14.89	18.92	22.78	26.51	33.67	47.18	59.93	72.15

¹Such as for freshly prepared construction and other highly disturbed soil conditions with little or no cover (not applicable to thawing soil)

Appendix F

Cover and Practice Factor for RUSLE


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TABLE 4-3. COVER MANAGEMENT FACTORS (C) - CONSTRUCTION SITES

Type of Cover	Factor C	Percent ¹
None (fallow ground)	1.0	0.0
Temporary Seedlings (90 percent stand):		
Ryegrass (perennial type)	0.05	95
Ryegrass (annuals)	0.1	90
Small grain	0.05	95
Millet or sudan grass	0.05	95
Field brome grass	0.03	97
Permanent Seedlings (90 percent stand):	0.01	99
Sod (laid immediately):	0.01	99
	Application Tons Per Acre	Rate
Mulch:		
Hay	.50	0.25 75
Hay	1.00	0.13 87
Hay	1.50	0.07 93
Hay	2.00	0.02 98
Small grain straw	2.00	0.02 98
Wood chips	6.00	0.06 94
Wood cellulose	1.75	0.10 90

¹ Percent soil loss reduction as compacted/with fallow ground.



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TABLE 4-4. PRACTICE FACTOR (P) - SURFACE CONDITION FOR CONSTRUCTION SITES

Surface Condition with No Cover	Factor P ¹
Compact and smooth, scraped with bulldozer or scraper up and downhill.	1.3
Same condition, except raked with bulldozer root rake up and downhill.	1.2
Compact and smooth, scraped with bulldozer or scraper across the slope.	1.2
Same condition, except raked with bulldozer root rake across the slope.	0.9
Loose as a disked plow layer.	1.0
Rough, irregular surface equipment tracks in all directions.	0.9
Loose with rough surface greater than 12" depth.	0.8
Loose with smooth surface greater than 12" depth.	0.9

¹ Values based on estimates.



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Appendix G

RUSLE Calculation for Estimated Sediment Loss Analysis



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Soil Loss Equation																	
Discharge Point		Coordinates	Area (Acres)	R	K	LS	C	P	tons/acre/yr	tons per year	Adjustment Factor (M)/(Month to Month=24) (Add up percentages on page 4-33)	Tons (Month-Month)	Cubic Yard Conversion Factor (Check in CPESC manual prior to using value. May be different - Page 4-32)	Cubic Yards of Sediment	BMP Reduction Percentage	Cubic Yards after BMP reduction	Total Cubic Yards after BMP reduction
November 2017 - February 2018	1	33.37055556, -86.61527778	3.46	350	0.28	0.11	1.00	1.2	12.71	43.99	0.210	9.24	0.70	6.47	84.58%	0.99704	4.0724166171
	2	33.35305556, -86.61444444	11.08	350	0.43	0.06	1.00	1.2	11.11	123.06	0.210	25.84	0.70	18.09	83.00%	3.07538	
March 2018 - April 2018	1A	33.37055556, -86.61527778	2.90	350	0.28	0.11	1.00	0.9	9.53	27.65	0.090	2.49	0.70	1.74	84.58%	0.26861	1.3070831902
	1B	33.35305556, -86.61444444	11.64	350	0.43	0.06	1.00	0.9	8.33	96.96	0.090	8.73	0.70	6.11	83.00%	1.03848	
May 1st, 2018 - May 23rd, 2018	1A	33.37055556, -86.61527778	2.90	350	0.28	0.11	1.00	0.9	9.53	27.65	0.045	1.24	0.70	0.87	70.00%	0.26129	0.7805289142
	1B	33.35305556, -86.61444444	11.64	350	0.43	0.06	1.00	0.9	8.33	96.96	0.045	4.36	0.70	3.05	83.00%	0.51924	
May 24th 2018 - May 31st 2018	1A	33.37055556, -86.61527778	2.90	350	0.28	0.11	1.00	0.9	9.53	27.65	0.015	0.41	0.70	0.29	0.00%	0.29032	0.6975686844
	1B	33.35305556, -86.61444444	11.64	350	0.43	0.06	1.00	0.9	8.33	96.96	0.015	1.45	0.70	1.02	60.00%	0.40725	
June 2018 - July 2018	2A	33.37055556, -86.61527778	0.76	350	0.28	0.05	0.10	0.9	0.40	0.31	0.250	0.08	0.70	0.05	94.70%	0.00285	0.0050095736
	2B	33.35305556, -86.61444444	13.78	350	0.43	0.06	0.10	0.9	0.83	11.48	0.250	2.87	0.70	2.01	99.90%	0.00201	
Aug-18	1	33.37055556, -86.61527778	0.33	350	0.28	0.046	0.01	0.9	0.04	0.01	0.180	0.00	0.70	0.00	94.70%	0.00009	0.0049857143
	2A	33.35305556, -86.61444444	5.51	350	0.43	0.062	0.01	0.9	0.08	0.46	0.180	0.08	0.70	0.06	99.90%	0.00006	
	2B	33.35305556, -86.61444444	4.61	350	0.43	0.062	1.00	0.9	8.33	38.40	0.180	6.91	0.70	4.84	99.90%	0.00484	
Sep-18	1	33.37055556, -86.61527778	0.33	350	0.28	0.046	0.01	0.9	0.04	0.01	0.130	0.00	0.70	0.00	94.70%	0.00006	0.0033430580
	2A	33.35305556, -86.61444444	5.51	350	0.43	0.062	0.01	0.9	0.08	0.46	0.130	0.06	0.70	0.04	99.90%	0.00004	
	2B	33.35305556, -86.61444444	4.27	350	0.43	0.062	1.00	0.9	8.33	35.57	0.130	4.62	0.70	3.24	99.90%	0.00324	
Oct-18	1	33.37055556, -86.61527778	0.33	350	0.28	0.046	0.01	0.9	0.04	0.01	0.080	0.00	0.70	0.00	94.70%	0.00004	0.0017213938
	2A	33.35305556, -86.61444444	5.51	350	0.43	0.062	0.01	0.9	0.08	0.46	0.080	0.04	0.70	0.03	99.90%	0.00003	
	2B	33.35305556, -86.61444444	3.55	350	0.43	0.062	1.00	0.9	8.33	29.57	0.080	2.37	0.70	1.66	99.90%	0.00166	
November 2018 - January 2019	1	33.37055556, -86.61527778	0.33	350	0.28	0.046	0.01	0.9	0.04	0.01	0.180	0.00	0.70	0.00	94.70%	0.00009	0.0017882066
	2A	33.35305556, -86.61444444	6.87	350	0.43	0.062	0.01	0.9	0.08	0.57	0.180	0.10	0.70	0.07	99.90%	0.00007	
	2B	33.35305556, -86.61444444	1.55	350	0.43	0.062	1.00	0.9	8.33	12.91	0.180	2.32	0.70	1.63	99.90%	0.00163	

TOTAL ESTIMATED SOIL LOSS
Additional 10%
TOTAL AMOUNT TO BE REMOVED

6.874445531
0.687444535
7.561889868

33.37055556, -86.61527778	Discharge Area to the Daveses
33.35305556, -86.61444444	Discharge Area from Onsite Detention Pond

- Notes:
- 1. 83% is for fiber roll and sediment pond series treatment (silt fence was not incorporated, due to timeframe prior to Brett Macek's inspection); 84.58% is for fiber roll, grass channel and sediment trap treatment.
 - 2. 70% for May 1st - May 23rd for 10-15 foot vegetative buffer (Failures occurred due to 1.5" rain on May 23rd, 2018)
 - 3. 0% for May 24th - May 31st, 2018 due to failures in BMPs
 - 4. 94.7% is for silt fence, fiber roll and sediment pond series treatment for discharge occurring from onsite sediment pond (70% - silt fence removal rate, 5.99.9% is for 3 rows of silt fence in series for sediment treatment. Please also note a sediment retention barrier treated with flocculants was used for this discharge point as well. This is the discharge area to the adjacent property owner's pond. (70% - 1st silt fence removal rate, 35% - 2nd silt fence removal rate and 17.5% - 3rd silt fence removal rate)
 - 6. 60% is for the removal rate for the on-site pond
 - 7. The Adjustment factor for May was prorated due to the initial rain event causing failures on site, which would be approximately 25% of the month of May showed no BMPs for discharge area going to Daveses Pond. Therefore the month of May was broken down to show this difference.

*BMP Reduction Percentage is from values in the Construction Stormwater BMP Review Guidance for Impaired Water(s) with EPA Approved or Established

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Appendix H

Sediment Removal Plan/BMPs



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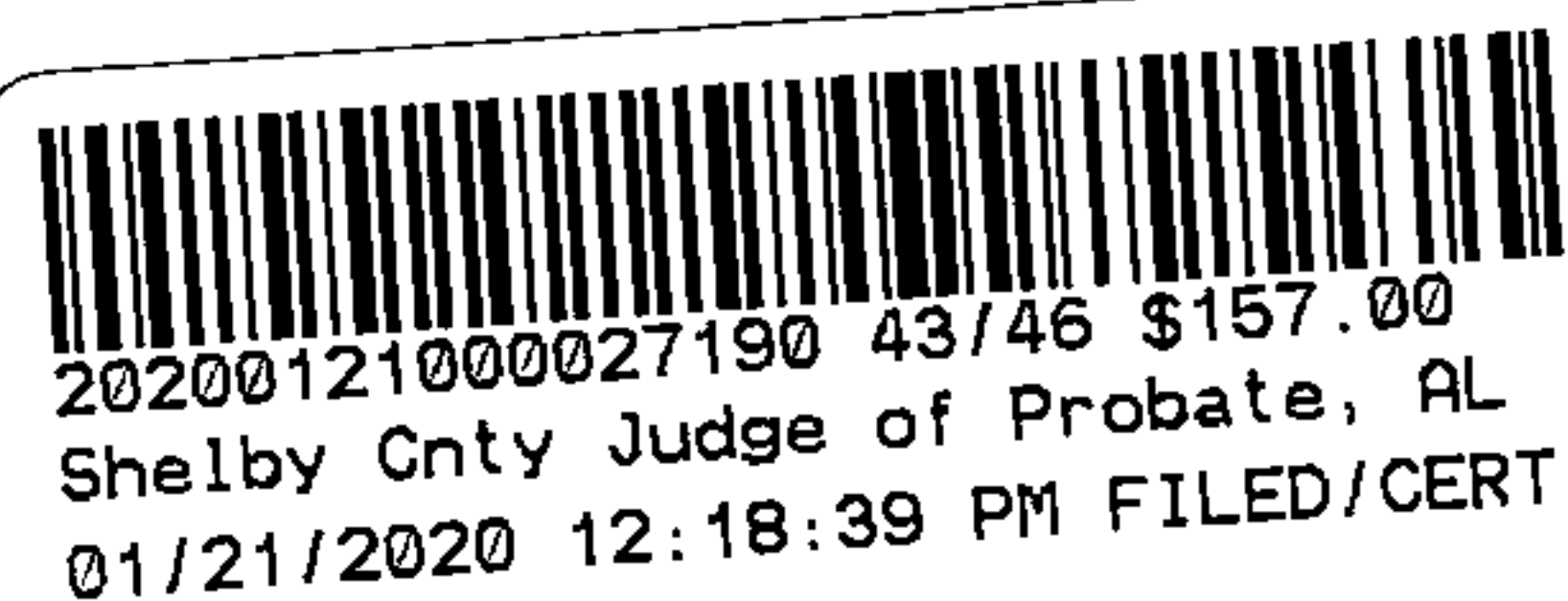
Davises' Pond – Sediment Removal Plan

Scenario 1 – Dredging of Pond - Timeframe to Completed: 5-10 Days

- A. Access Property by gate along the eastern boundary of the Davises' Property.
- B. Trackhoe would be utilized to remove sediment from pond starting at the mouth of the pond nearest to discharge point from Adam's Mill (this would be the location of the majority of the sediment released)
- C. Once the material has been removed and loaded into a dump truck, the material would be taken to the Shelby County Landfill for proper disposal.
- D. After all has been completed, areas used for accessing, if disturbed, would have seed/straw applied to establish vegetation.

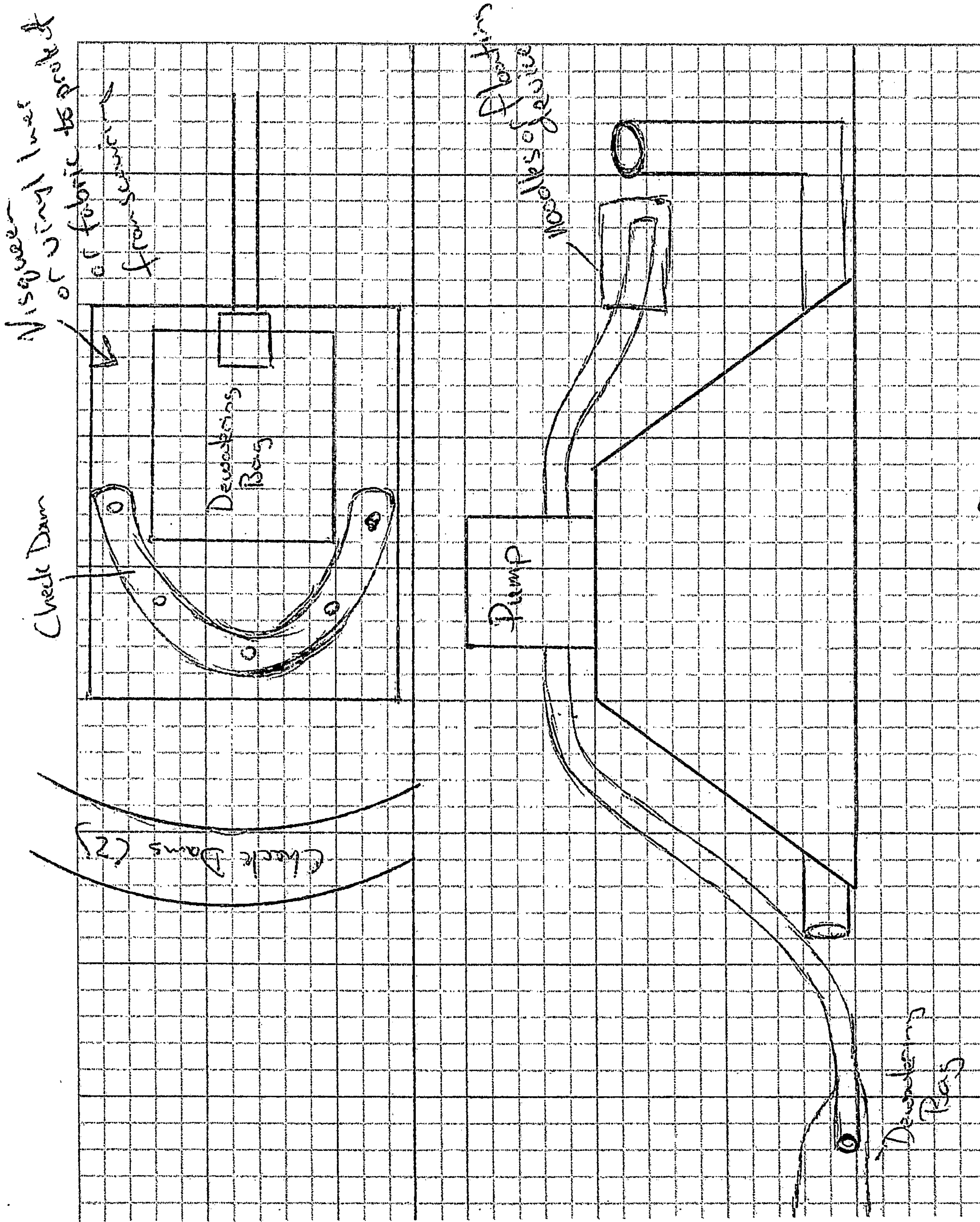
Scenario 2 – Draining/Removal of Sediment from Pond - Timeframe to Completed: 15 business days (3 weeks)

- A. Access Property by gate along the eastern boundary of the Davises' Property.
- B. Pond to be drained by use of a pump with attached dewatering bag
 - 1. Inlet hose to be floated by noodle or other floatation device
 - 2. Dewatering bag will be placed on pump discharge hose with Visqueen, vinyl liner or fabric liner underneath to provide protection from scouring
 - 3. Check dams will be installed to control flow rate from discharge hose/dewatering bag
- C. Once pond has been pumped dry, machines would be used to remove sediment from bottom.
 - 1. Trackhoe and skidsteer would be utilized to remove sediment from pond starting at the mouth of the pond nearest to discharge point from Adam's Mill (this would be the location of the majority of the sediment released)
- D. Once the material has been removed and loaded into a dump truck, the material would be taken to the Shelby County Landfill for proper disposal.
- E. After all work has been completed:
 - 1. Areas used for accessing, if disturbed, would have seed/straw applied to establish vegetation.
 - 2. Refilling of pond would be achieved by natural rainfall





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Adam's Mill / Davises Pond

EXHIBIT D
EMAIL



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From: Houston, Derick DEH@adem.alabama.gov
Subject: RE: BRM - Revised Adam's Mill Sediment Removal Plan - 9-30-19
Date: September 30, 2019 at 2:12 PM
To: Phillip Brent Voss PVoss@drhorton.com
Cc: Eric C Shula ECShula@drhorton.com, Lynne O'Neal loneal@ispcc.com



Mr. Voss,

Thank you for the Sediment Removal Plan. The Department accepts the 7.56 cubic yards of sediment calculated by the RUSLE calculation. However, we do have an initial question regarding this sediment removal plan. That is, has a copy of this proposed plan been provided to the impacted land owner (i.e. The Davis Family)? With the work having to be conducted onto their property, we really need their input on acceptance of this proposed plan. If you let me know, I would greatly appreciate it. We will continue to review this plan and look forward to hearing back from you. If you have any questions, please let me know. Thanks.

Derick Houston, Chief
Facility Unit
Birmingham Branch
Field Operations Division
Alabama Department of Environmental Management
110 Vulcan Road
Birmingham, Alabama 35209-4702
(205) 942-6168
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From: Phillip Brent Voss <PVoss@drhorton.com>
Sent: Monday, September 30, 2019 1:56 PM
To: Houston, Derick <DEH@adem.alabama.gov>
Cc: Eric C Shula <ECShula@drhorton.com>; Lynne O'Neal <loneal@ispcc.com>
Subject: BRM - Revised Adam's Mill Sediment Removal Plan - 9-30-19

Derick,

Hope all is well, per our conversation this past Friday, I have included a revised sediment removal plan based upon the most recent calculations you are reviewing from June 20, 2019. Let me know if you have any questions.

Thanks,



Phillip Voss – CPESC, CISEC, CESSWI
Division NPDES Manager

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