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1. Introduction

1.1 Overview

On May 15, 2006, the Board of Commissioners of Henry County by unanimous vote adopted the Stormwater Management Utility Ordinance (Ordinance No. 05-05, Code of Henry County, Part III, Chapter 3-6, Article VII, Division 7). This ordinance establishes a “Stormwater Management Utility” for Henry County that includes stable, dedicated, and nondiscriminatory funding for its stormwater management responsibilities. The Board of Commissioners of Henry County find, conclude, and determine that a Stormwater Management Utility provides the most practical, appropriate, and equitable means of properly delivering and funding stormwater management services in the jurisdictional area of the county. The ordinance may be accessed at the Henry County web page: http://www.co.henry.ga.us/ under the Stormwater Department Ordinance link.

The Stormwater Management Utility is funded through a schedule of service charges (fees) upon properties that is directly related to the federally mandated stormwater management program requirements and the program costs imposed by properties throughout the county. Impervious area is the most significant factor influencing stormwater service requirements and costs, and therefore is an appropriate parameter for determining stormwater service charges. A rational nexus exists between impervious area and the costs of service for the stormwater program.

The service fee rate and structure, as adopted, was determined strictly on the basis of the costs of services for the Stormwater Management Utility. The basic cost-of-services approach to the determination of the stormwater service fee rate results in a fiscally conservative rate that matches program costs to revenue.

Additional information about the mission and work of the Stormwater Management Utility can be accessed at the Henry County web page at: http://www.co.henry.ga.us/Stormwater/index.htm. The Stormwater Management Utility also maintains detailed mission statements, level and extent of service reports, project databases, before and after maintenance photographs, copies of executed resolutions, adopted ordinances and a list of frequently asked questions (FAQ) and answers on the same website.

Among the various provisions related to the funding of the utility is the adoption of a service fee exemption and credit policy. Section 10 of the ordinance establishes this policy as follows:
10. Exemptions or Credits Applicable to Service Charges

(a) Except as provided in this section or by amendment to this Ordinance, no public or private property shall be exempt from Stormwater Management Utility service charges or receive a credit or offset against such service charges. No exemption or reduction in the stormwater service charge shall be granted based on the age, tax or economic status, race, or religion of the property owner, or other condition unrelated to the cost of providing stormwater services and facilities. The following exemptions shall be allowed:

(b) Lands lying within the cities of Stockbridge, McDonough, Hampton, and Locust Grove shall be exempt from service charges unless the cities adopt an inter-local agreement for stormwater management services with Henry County.

(c) Lands in public road rights-of-way shall be exempt from service charges on condition that the managing public entity of the rights-of-way adopts an interlocal agreement with the Stormwater Management Utility for such entity to provide stormwater management of these lands.

(d) Developed land other than single family residential parcels may receive a stormwater service charge credit. The stormwater service charge credit shall be determined based on the technical requirements and standards contained in the Stormwater Utility Fee Credit Manual. The stormwater service charge credit shall be proportional to the extent that on-site systems, facilities, services, and activities provided, operated, and maintained by the property owner reduce or mitigate the stormwater utility’s cost of providing services and facilities.

(e) Any credit allowed against the service charge is conditioned on continuing compliance with the County’s design and performance standards as stated in the Stormwater Utility Service Fee Credit Manual and/or upon continuing the provision of the systems, facilities, services, and activities provided, operated, and maintained by the property owner or owners upon which the credit is based. A credit may be revoked by the County at any time for non-compliance.

The ordinance addresses five key aspects of the policy predicated on the fact that the stormwater utility charges are a “fee for service” and not a tax. Therefore, fee exemptions or credits are based on the provision or extension of service assumed by the rate payer on behalf of the Stormwater Management Utility. The provision of a service fee credit provides rate payers an essential means of controlling and reducing the service fee that they are required to pay when they implement qualifying measures that reduce the costs of service for the Stormwater Management Utility.
1.2 Purpose

The key aspects of the credit policy were derived and affirmed through public meetings and guidance from the Board of Commissioners, Henry County staff, and a broad cross section of stormwater program stakeholders. This public process identified certain essential objectives that are implicit in the stated policy. The objectives of the policy are to:

1. Promote equity among rate payers and within the rate structure,
2. Promote property owner participation,
3. Promote the implementation and maintenance of best management practices (BMPs),
4. Protect and preserve water quality, and
5. Prevent and reduce public expenditures on the stormwater management program.

Single family residential (SFR) parcels are not eligible for the stormwater service fee credits specified in the Service Fee Credit Manual, as these parcels have already been provided with a built-in credit within the basic service fee rate structure. The stormwater fee rate structure incorporates a credit provision for SFR parcels in that all SFR parcels regardless of size are charged a single common annual fee. The single common fee recognizes that while larger parcels generally include more impervious area, the intensity of development of larger parcels, as indicated by the percent of imperviousness, is generally less and therefore serves to mitigate flooding and water quality impacts that may be attributable to a characteristically greater amount of impervious area.

This built-in provision greatly simplifies and reduces the costs associated with implementation of the credit policy for SFR parcels. In essence SFR parcels that may have been eligible for a credit are automatically granted one. Eliminating the potential case by case consideration of single family residential parcels supports the essential objective of preventing and reducing public expenditures on the stormwater management program. As of the 2005 property tax digest, there were 43,140 developed single family residential parcels in unincorporated Henry County.

All Non Single Family Residential (NSFR) parcels are eligible for consideration for service fee credits as specified in the Service Fee Credit Manual.
The Stormwater Utility Service Fee Credit Manual establishes criteria and a process for the appropriate and effective adjustment of stormwater fees to account for qualifying activities, practices, and property characteristics that reduce the county’s cost of services related to stormwater management. This policy is based on the following premises:

- Property owners exercise control over factors that affect stormwater runoff quality and quantity.
- Property owners may reduce the utility’s costs of services through development choices, specific property facilities, management practices, and services.
- Stormwater fees and credits provide an incentive for improved watershed management practices.
- The impervious area of a parcel is the primary basis for determination of the applicable base fee.

The Stormwater Utility Service Fee Credit Manual (Credit Manual) has been created to provide information and procedures for applying for a stormwater service fee credit or fee adjustment for factors related to the amount of impervious area.
2. Definitions of Special Terms

The special terms used in this manual are common and consistent with those used in the Stormwater Management Utility Ordinance (A list of definitions is provided in Appendix A) and those defined in the County’s other ordinances related to stormwater management. Other special terms are as provided and applied in the Georgia Stormwater Management Manual (GSMM), Volumes 1 and 2 are available in Adobe Acrobat PDF document format at http://www.georgiastormwater.com.
3. Policy

3.1 Objective

A key objective in the development of the credit policy is to encourage sound land development and management practices that reduce the negative impact on the watershed and drainage system and reduce the demand for stormwater management services by the County. The County’s primary focus in its stormwater management program is on flood damage prevention and water quality.

The Stormwater Utility Service Fee Credit Manual provides a key measure in concert with other regulatory measures and requirements that serves this objective while providing an incentive for land owners and managers to reduce the County’s stormwater management costs and thereby receive an appropriate adjustment in their fee.

Properties that have significantly limited their impact on the public stormwater drainage system or that have effectively reduced the costs of service for the Stormwater Management Utility through specific controls or practices are eligible for a credit adjustment that may be applied to their stormwater user fee.

The credit policy and procedures have been designed with the following set of guidelines:

1. Provide a method tailored to the local program priorities and needs.
2. Provide a policy consistent with state-adopted standards for stormwater management.
3. Utilize and incorporate the previously adopted GSMM as the technical manual and standard.
4. Encourage the application of better site development practices.
5. Provide credit measures that provide a benefit to the Stormwater Management Utility that is greater than the cost to administer.
6. Minimize administrative effort and costs.
7. Maintain the financial integrity of the Stormwater Management Utility.

8. Maintain a balance between simplicity and effectiveness.

9. Provide the opportunity for NSFR properties to obtain a service fee credit.

### 3.2 Special Conditions and Criteria

1. The Stormwater Utility Service Fee Credit and this Manual is applicable to NSFR properties that are subject to a stormwater management utility service. SFR properties are not eligible as they have already received a built-in credit. Undeveloped parcels of land are not subject to the stormwater service charge and are therefore ineligible for any credit.

2. A service fee credit represents a reduction in the customer’s stormwater utility service fee. The credit is applicable subject to the conditions specified for the credit and the general terms and conditions defined in this manual.

3. A stormwater utility service fee credit is a reduction or discount in the service fee based on the estimated or intrinsic contribution value of a variety of stormwater management practices or measures provided and maintained by customers of the Stormwater Management Utility. The Stormwater Utility Ordinance Section 10 (d) states: "...The stormwater service charge credit shall be proportional to the extent that on-site systems, facilities, services, and activities provided, operated, and maintained by the property owner reduce or mitigate the stormwater utility’s cost of providing services and facilities."

4. The award of an approved service fee credit will result in a reduction of an applicant’s fee for as long as the approved activities continue, are documented and accomplish their intended purposes. The per-parcel adjusted fee may not be reduced below the fee associated with the baseline single family residential charge, except in the case that the approved practices and measures applicable to the parcel reduce the effective impervious area to zero or eliminate all discharges and environmental impacts to the stormwater management system.

5. The current GSMM is the primary adopted standard of practice for stormwater management and the technical guide for application of the standard for land development except as may be otherwise specified by County Ordinance. Many of the credits specified in the service fee credit manual are based on the standards and specifications defined and described in the GSMM complete.
with all appendices and attachments. The service fee credit should not be confused with the “site design credits” described in the GSMM. The minimum standards prescribed by the GSMM as well as the County adopted standards and practices will serve as the basis on which stormwater service fee credits may be granted.

6. The County’s program is regulated and monitored by the Georgia Environmental Protection Division (GAEPD) under a National Pollution Discharge Elimination System (NPDES) permit. The NPDES permit and resulting compliance program constitute most of the program measures and practices. These measures and practices referred to as BMPs are focused on and determined by water quality management needs. The County therefore intends to provide credits and adjustments consistent with its overall water quality program focus.

3.3 Approved Measures

The County has made provision for a variety of approved fee credit measures. These are designed to provide the opportunity for NSFR properties to obtain a service fee credit. The credit types fall into the following categories:

A. Educational services
B. Industrial NPDES Stormwater Permit Compliance
C. Stormwater Pollution Prevention at “Hot Spots”
D. Retrofitting existing facilities for GSMM compliance
E. Exceeding minimum GSMM criteria
F. Special preservation measures

A. Educational Services

It is the intent of the County to provide credits for in-kind services that directly relate to the functional components of the Stormwater Management Program. These functional components are comprised of the various BMPs defined in the County’s NPDES Stormwater Permit. In-kind services include educational programs, stewardship activities, and other such operational functions of the Stormwater Management Utility. In-kind services must be documented, verified, and effective. Importantly they must have a rational nexus with the cost of service for the Stormwater Utility that meets the adopted policy test: “…The stormwater service charge credit shall be proportional to the extent that on-site systems, facilities, services, and activities provided, operated, and maintained by the property owner reduce or mitigate the stormwater utility’s cost of providing services and facilities.”
The County recognizes that there are situations and cases where the determination of the proportional cost reduction or mitigation is not practical, feasible, or quantifiable but the nature of the activity promotes or supplements the general objectives of the stormwater management utility. The County has determined that public and private educational institutions can serve to augment the general objectives of the Henry County Stormwater Utility's educational program mission.

Accordingly, a stormwater service fee credit for educational services is available for all public or private educational systems in grades 1 through 12 that teach as part of their official curriculum, the WaterWise™ program, Enviroscape Program, GLOBE (Global Learning and Observation to Benefit the Environment), Program, Project WET, or another such program approved by the County Stormwater Manager.

Credit requirements and stipulations are as follows:

1. The credit shall not be available to educational institutions, which have less than 500 full-time students enrolled in the system.

2. Schools are to provide a list of appropriate State of Georgia approved academic performance standards and objectives for the lessons taught using the approved curriculum. Applicants are to submit an academic certification form (Appendix C) with the credit application (Appendix B).

3. A credit of 1 percent up to the maximum 10 percent will be considered for each 5 percent of the student population that satisfactorily completes a standard unit of study in a given year as certified by the principal, dean, or school master. An educational stormwater fee credit report form is provided in the appendices.

4. The credit shall apply only to the properties and premises of the educational institution where the students are educated and the programs are conducted.

5. No other curriculum shall be eligible for such credit unless granted by the Board of County Commissioners.

6. The credit shall not be retroactive but shall be applied beginning the next billing cycle for documented and approved educational curriculums conducted the last completed school year.
7. The credit is valid for 1 year and requires a new application each year.

8. If the above stipulations are in conflict with any current Henry County ordinances, the stricter provisions will apply.

Amount of Credit

An in-kind educational credit of up to 10 percent of the service charge applicable to a school property may be granted. Educational credits may be taken in conjunction with any other credit defined by the Stormwater Service Fee Credit Manual up to the total maximum allowable.

B. Industrial NPDES Stormwater Permit Compliance

Property facilities that are covered under a valid, compliant NPDES Stormwater Discharge Permit for Industrial Activity (GAR000000) are eligible for a stormwater service fee credit.

NSFR property owners with active and valid NPDES Industrial Stormwater General Permits are providing water quality management and control that supports the County’s stormwater management program. These facilities manage and protect water quality issues on site before they are discharged into the public drainage system and/or Waters of the State.

A NSFR property owner that has properly secured coverage under the NPDES Industrial Stormwater General Permit, and is in compliance with all applicable requirements (i.e. development and implementation of a Stormwater Pollution Prevention Plan (SWP3), may apply for a stormwater service fee credit.

The following conditions and stipulations apply:

1. The credit only applies to the property covered by the NPDES Industrial Stormwater Permit.

2. It is the responsibility of the property owner to provide all necessary documentation and certification that the property is in compliance. This includes a copy of the current Notice of Intent (NOI), copy of the current annual report, and copy of the Stormwater Pollution Prevention Plan (SWP3).

3. The credit is valid for 1 year and requires a new application each year.
Amount of Credit

A stormwater fee credit of 10 percent will be considered for parcels that are covered under a valid, compliant NPDES Stormwater Discharge Permit for Industrial Activity.

Additional credits for facilities that qualify for the NPDES Industrial Permit credit may also be available in conjunction with any other credit defined by the Stormwater Service Fee Credit Manual up to the maximum allowable.

C. Stormwater Pollution Prevention at “Hot Spots”

The County accepts the conclusions and recommendations of the GSMM regarding “Hot Spots” identified as land areas that often produce higher concentrations of pollutants, particularly hydrocarbons and heavy metals. These are specifically identified in the GSMM (Volume 2, 1.1.6 & Volume 1.1.6)

Hot Spots of particular concern for Henry County include NPDES stormwater permit holders, as well as the following:

1. Gas/fueling stations
2. Vehicle maintenance areas
3. Vehicle washing/steam cleaning facilities
4. Auto recycling facilities
5. Outdoor material storage areas
6. Loading and transfer areas
7. Landfills
8. Construction sites
9. Industrial sites
10. Industrial rooftops

These facilities may be subject to the NPDES Stormwater Permit for Industrial Activity and therefore are eligible for a stormwater service fee credit under the provisions of B, Industrial NPDES Stormwater Permit Compliance, above. The County recognizes that some of these facilities may not be subject to the NPDES Stormwater Permit for Industrial Activity; nonetheless they are considered potential sources for water quality pollution. While these facilities come under the regulatory oversight under the County’s own NPDES Phase II MS4 Permit, it is in the interest of the County and its stormwater management program to provide an incentive and service fee credit to this type of facility that takes active and effective measures to prevent and control stormwater pollution.
Accordingly, the County will consider a stormwater service fee credit for eligible facilities that develop and maintain a stormwater pollution prevention plan. The requirements of the plan are defined by the Georgia Environmental Protection Division (http://www.gadnr.org/epd/) under the NPDES Industrial Activity Permit Program. A copy of the requirements can be found at: http://www.gadnr.org/epd/Files_PDF/techguide/wpb/Industrial_SW_General_Permit_GAR000000_Y2006_June8.pdf

The following conditions and stipulations apply:

1. Only one application per parcel; the credit applies to the property covered by the SWP3.

2. It is the responsibility of the property owner to provide all necessary documentation and certification that the SWP3 is being followed. A copy of the SWP3 is required with the application.

3. The credit is valid for 1 year and requires a new credit application each year.

**Amount of Credit**

A stormwater fee credit of 10 percent will be considered for parcels that are defined as "Hot Spots" that develop and maintain and effective Stormwater Pollution Prevention Plan consistent with the Georgia Stormwater NPDES General Permit for Industrial Activities (GAR000000).

Additional credits for qualifying facilities may also be available in conjunction with any other credit defined by the Stormwater Service Fee Credit Manual up to the maximum allowable.

**D. Retrofitting Existing Facilities for GSMM* Compliance**

The current design and development standards of the County in conjunction with the GSMM, have established the standards that all new developments must meet. The new standards were developed and adopted to control and minimize the negative impacts of development on flooding and water quality and to put measures into place that protect watershed resources.

These new standards were not retro-active. A number of NSFR properties were designed and built prior to the new standards. In many cases, properties built to the previous standards can be altered or retro-fitted to meet the new standards. It is the
County’s intent to provide a service fee reduction or credit to those property owners that retro-fit and bring their properties to the new standard.

The following conditions and stipulations apply:

1. Developments that intend to retro-fit their stormwater facilities and properties to the new standards must file the credit application and obtain a development permit from the County prior to making any changes.

2. Only one credit application per parcel; the credit applies to the property served by the retro-fit and meeting the new standards. Calculations are to be provided to support the requested credit amount.

3. Credits will only be considered for GSMM minimum standards 1 through 4. These are described in GSMM Volume 1, Section 4.2.3.

4. A site map prepared and sealed by a Licensed Georgia Professional Engineer or a Licensed Georgia Surveyor showing property boundaries, easements, topography, drainage features, natural conservation areas (and acreage), floodplain/floodway locations (and acreage), stream buffers (with width and length), overland flow and recharge area (with acreage), and structures is to be submitted with the service fee credit application.

5. A stormwater design analysis and a hydrologic/hydraulic report with calculations in accordance with the GSMM prepared and sealed by a Georgia licensed professional engineer is to be submitted with the service fee credit application.

6. It is the responsibility of the property owner to provide all necessary documentation and certification that the property has been brought up to compliance with the current County standards. This will include as-built plans that are signed and sealed by a Georgia licensed professional engineer.

7. The service fee credit is for a term of up to 5 years beginning the billing period following acceptance of the application and as-built plans. An annual report and certification of proper operation and maintenance is required.

8. Failure to properly maintain stormwater management facilities or property features that are the basis for the credit will nullify the credit and may disqualify the property from future service fee consideration.
Amount of Credit

A stormwater fee credit of 10 percent for each applicable minimum standard up to the maximum allowable will be considered for property owners that retro-fit or otherwise modify and maintain their property to meet current GSMM minimum standards. (Reference GSMM Volume 1, Section 4.2.3.)

Additional credits for qualifying properties may also be available in conjunction with any other credit defined by the Stormwater Service Fee Credit Manual up to the maximum allowable.

E. Exceeding Minimum GSMM Site Design Criteria

These credits are applicable for parcels wherein the minimum water quality, water quantity, and discharge limits have already been met in accordance with the GSMM and additional improvements are in-place and maintained.

The service fee credits made available in this section are directed at water quality improvements, the primary emphasis of the County's stormwater management program. The GSMM discharge volume and discharge rate standards for channel protection, overbank flood protection, and extreme flood protection satisfy the current County requirements for flood protection; service fee credits for these may be considered in the future as the County's program needs may develop.

GSMM Minimum Measure #1 – Use of Better Design Practices for Stormwater Management

Credit E1.1: Preservation of Natural Undisturbed Areas

A stormwater fee credit will be considered for area within a parcel of at least 1 contiguous acre that are preserved and maintained as a natural and undisturbed area. Natural undisturbed land areas must meet the standard necessary to qualify for a conservation use assessment under O.C.G.A. Section 48-5-7.4 and the attendant restrictive covenants thereto, but will not require the filing of a conservation easement to qualify for a credit.

The fee credit allowance for such areas will be 1 percent for each 1 percent further reduction in the site specific water quality volume up to a maximum of 10 percent as computed in accordance with the reduction in the required water quality control volume specified by the GSMM (reference Volume 2, Section 1.4.4.3).
Credit E1.2: Stream Buffer
A stormwater fee credit will be considered for parcels for which stormwater runoff from impervious surfaces is effectively treated by a stream buffer. Stream buffers must meet the minimum current standards stipulated by County ordinances.

The fee credit allowance for such areas will be 1 percent for each 1 percent further reduction in the site specific water quality volume up to a maximum of 10 percent as computed in accordance with the reduction in the required water quality control volume as specified by the GSMM (reference Volume 2, Section 1.4.4.4).

Credit E1.3: Overland Flow Filtration/Groundwater Recharge Zones
A stormwater fee credit will be considered for parcels for which stormwater runoff is effectively directed and treated through overland flow filtration and significant infiltration areas.

The fee credit allowance for such areas will be 1 percent for each 1 percent further reduction in the site specific water quality volume up to a maximum of 10 percent as computed in accordance with the reduction in the required water quality control volume as specified by the GSMM (reference Volume 2, Section 1.4.4.6).

Credit E1.4: Discharge Elimination
A stormwater fee credit will be considered for parcels and parcel areas that do not discharge runoff to the County stormwater management system. These areas treat, store, dispose, transpire, evaporate, infiltrate, or otherwise manage all rainfall events up to and including the 100-year reoccurrence event with no discharge or releases of water or pollutants to the County stormwater management system.

These areas will be treated the same as undeveloped property for purposes of service fee determination. Appropriate technical analysis and documentation is required.
GSMM Minimum Measure #2 – Stormwater Runoff Quality

Credit E2.1: Stormwater Runoff Quality Improvement

A stormwater fee credit will be considered for parcels for which stormwater runoff exceeds the minimum standard of an 80 percent reduction in Total Suspended Solids (TSS). A credit of 5 percent will be available for each 5 percent reduction over the minimum standard of 80 percent, for a maximum credit of 20 percent.

The following conditions and stipulations apply to all E category stormwater service fee credits:

1. Only one credit application per parcel; the credit applies to the property served by the measure. Calculations are to be provided to support the requested credit amount.

2. It is the responsibility of the property owner to provide all necessary documentation and certification that the property meets the specified standard.

3. A site map prepared and sealed by a Licensed Georgia Professional Engineer or a Licensed Georgia Surveyor showing property boundaries, easements, topography, drainage features, natural conservation areas (and acreage), floodplain/floodway locations (and acreage), stream buffers (with width and length), overland flow and recharge area (with acreage), and structures is to be submitted with the service fee credit application.

4. A stormwater design analysis and a hydrologic/hydraulic report with calculations in accordance with the GSMM prepared and sealed by a Licensed Georgia Professional Engineer is to be submitted with the service fee credit application.

5. The service credit is for a term of up to 5 years. An annual report and certification of proper operation and maintenance is required.

6. Failure to properly maintain stormwater management facilities or property features that are the basis for the credit will nullify the credit and disqualify the property from service fee consideration for a minimum of 3 years.
F. Special Preservation Measures

Credit F.1: Forest Preservation

It is well understood and accepted that forested areas provide a significant benefit to water quality and overall watershed health. The natural forested areas in Henry County are in decline. A stormwater service fee credit will be considered for the preservation of eligible natural timber stands.

Parcels that contain timber stands that qualify for a conservation use assessment under O.C.G.A. Section 48-5-7.4 and are at least a threshold level of at least 1 contiguous acre are eligible for a service fee credit.

A credit of 1 percent for each acre of timber land placed in a conservation easement up to the maximum total allowable credit is available.

This credit is available in conjunction with E1.1 above except that duplicative credit for the same land area is not available.

Credit F.2: Floodplain Preservation

The County currently regulates development within published floodplains. The development standards under the County administered program controls development in published floodplains to meet certain standards and restrictions but does not prohibit such development. Nonetheless, development in the floodplain can diminish flood storage and other water quality related benefits.

A credit for preserving floodplain storage when such areas are also preserved and maintained as a conservation area is available. A stormwater fee credit will be considered for published floodplain areas of at least one (1) acre-feet storage that are preserved and maintained as a conservation area. The fee credit allowance for such areas will be 1 percent for each 1 acre-foot of storage at the 100-year flood elevation up to the maximum allowable credit.

This credit is available in conjunction with E1.1, and F.1 above except that duplicative credit for the same land area is not available.
The following conditions and stipulations apply to all “F” category stormwater service fee credits:

1. Only one credit application per parcel; the credit applies to the property served by the measure.

2. A site map prepared and sealed by a Licensed Georgia Surveyor showing property boundaries, easements, topography, drainage features, timber conservation areas (and acreage), floodplain/floodway locations (and acreage), and structures is to be submitted with the service fee credit application.

3. Owners are required to provide documentation that a Conservation Use Valuation Assessment designation has been received and that a State of Georgia Conservation Easement has been granted and filed. A sample easement document is available in the appendices section of this manual. (Note: The Georgia Department of Natural Resources also has a grants program for conservation easements that meet certain criteria. Additional information can also be found through the Georgia Land Conservation Program.

4. It is the responsibility of the property owner to provide all necessary documentation and certification that the conservation measures are as stated and that they are properly maintained, preserved, and protected and that the CUVA is valid.

5. The service credit is for a term of up to 10 years after which a new application for credit must be made.

6. Property changes that alter, remove, or otherwise impair the land features that are the basis for the credit, require the submittal of a new application for reconsideration and adjustment in the service fee credit.

7. Failure to properly maintain stormwater management facilities or property features that are the basis for the credit or failure to report changes will nullify the credit and may disqualify the property from future service fee consideration.
3.4 Disqualifying Provisions

The effectiveness of the various credits may be significantly diminished by certain conditions or practices. These conditions or practices include but are not limited to the following:

1. Development and construction in the floodplain
2. Development and construction on slopes, particularly in excess of 15 percent
3. Siting on porous or erodible soils
4. Excessive soil removal and excavation
5. Severe topography modifications
6. Channelization
7. Development in sensitive areas
8. Clear cutting
9. Excessive grading
10. Windborne dust and soils
11. Transfer of pollutants by vehicles and equipment

The County reserves the right to deny or reduce the amount of credit on the basis of any of the above considerations or others that may diminish or mitigate the effectiveness of various stormwater management measures and that have an unfavorable impact on water quality or the County’s associated cost for stormwater management services. The County may impose a 2-year disqualification for egregious conditions that result in construction site stop work orders or citations related to excessive windborne dust and soils; transfer of pollutants by vehicles and equipment; erosion control and illici discharge violations.
4. Process

4.1 Application

The County will accept properly filed and executed applications from property owners requesting consideration for stormwater fee credits or adjustment. Applications should be complete and contain all required information pertinent to the specific credit or fee adjustment request. An application may be rejected or returned for incomplete or incorrect information or for deficient technical analysis.

Only one application is allowed per stormwater service fee billing account but it may cover several credit types. Applications should include calculations and site-specific information sufficient to properly evaluate the request in accordance with the technical criteria defined by the GSMM.

The application process and procedure is tailored to the type of credit sought. The Stormwater Management Utility Fee Adjustment/Credit Application form (See Appendix B) must be included with application for each property. The application must include appropriate and necessary supplemental forms and documentation to be considered.

Applications must be certified and signed by the property owner or an authorized agent. Where specified the application documents require the seal and signature of a Georgia licensed Professional Engineer or Georgia licensed Professional Surveyor.

4.2 Schedule

Applications will be accepted at any time but are processed annually on a "first-in first-served" basis. Properly completed and filed stormwater fee credit applications must be submitted by March 1 to be reviewed and processed for a stormwater fee credit and fee adjustment in the same calendar year billing cycle following approval.
The stormwater fee credit application process and schedule is as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 to March 1</td>
<td>60 days</td>
<td>Applications are received and recorded</td>
</tr>
<tr>
<td>March 1 to May 1</td>
<td>60 days</td>
<td>Applications are reviewed and processed</td>
</tr>
<tr>
<td>May 1 to July 1</td>
<td>60 days</td>
<td>Period open for appeals (see 4.5 Appeals)</td>
</tr>
<tr>
<td>July 1 to August 1</td>
<td>30 days</td>
<td>Final Approved Credits are posted to the Master Account File</td>
</tr>
</tbody>
</table>

4.3 Fees

Credit applications are for a fixed term and require a nonrefundable application processing fee of $250.00 with the submittal.

Applications for “A” education credits are for 1 year and require a processing fee of $50. The $250 credit application fee is waived for Category “A” credits only.

Credits subject to an annual review and certification require a review processing fee of $50.00 with the submittal.

A filing fee of $50 is required with any appeal or resubmittal.

Fees are payable to: Henry County Stormwater Management Utility

The applications and fees may be delivered in person or by mail to:

Henry County Stormwater Management

Attn: Credit Applications
120 Work Camp Road
McDonough, Georgia 30253
770-288-RAIN (7246)
4.4 Certification and Term

Applications must be certified and signed by the property owner or an authorized agent of the property owner as is specified for the specific service fee credit requested.

Applications are for a fixed term and are subject to an annual review and recertification. On the anniversary date of the approval and no later than March 1 following, the owner must provide certification in writing that activities or conditions on the property have not materially changed to alter the validity of the original stormwater fee credit and that the facilities and practices are in functional and effective order. Failure to provide the annual certification by March 1 may result in loss of the credit.

All certifications should include the following statement signed and attested to by the property owner or authorized agent:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a procedure designed to assure qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the site, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

The County reserves and retains the right in all cases to reexamine individual parcels and reassess the stormwater fee associated with the fee parameters.

The County may periodically access the site to inspect the condition of the stormwater facilities and practices consistent with the provisions of the credit application. Failure to allow property access may result in the revocation of any credit. Credits may be adjusted based on the County’s inspection and review.
4.5 Appeals

The Stormwater Utility Ordinance (06-05) includes Section 11 Appeal of Stormwater Management Utility Service Charges. This process also provides the basic framework for processing stormwater service fee credits. The process is defined as follows:

(a) Any person or entity seeking adjustment of relief from Stormwater Management Utility service charges may appeal in the following manner. An appeal must be filed in writing with the Stormwater Management Utility. It shall include a survey prepared by a registered land surveyor or engineer showing the total property area of the parcel and the impervious surface area of the property and other features or conditions that influence the hydrologic response of the property.

(b) Based on the information provided, a technical review shall be conducted by the Director of the Stormwater Management Utility or his/her designee and a written determination will be issued within 60 days stating whether an adjustment to the service charge is appropriate and if so the amount of such adjustment. This determination may be appealed in writing to the County Manager or designee stating and setting forth the basis of the appeal. The County Manager or designee shall issue a written decision of the appeal within 30 days.

(c) If the person or entity seeking adjustment or relief from the service charge desires, the decision of the County Manager may be appealed in writing to the Board of Commissioners. Such appeals must be made within 30 days of the decision of the County Manager and include a written basis for the appeal. The decision of the Board of Commissioners shall be final.

(d) This appeal process shall not interfere with the rights of the person or entity to seek judicial relief in a court of competent jurisdiction, but shall be exhausted before judicial relief is pursued. Any appeal to the court must be filed within 30 days of the decision of the Board of Commissioners.

(e) Notices of the appeal and decisions shall be delivered personally or by registered or certified mail to the address of record.

Administrative appeals must be filed using the Fee Adjustment / Credit Appeal Form in Appendix G, along with the specified filing fee.
5. General Terms and Conditions

1. “The Service Fee Credit Manual” is a policy level document. The County adopted Georgia Stormwater Management Manual (GSMM) serves as the technical and regulatory foundation for stormwater fee credits. The GSMM provides the standards and specific technical criteria for the BMPs applicable to the proposed credit measures.

2. The County reserves and retains the right to reject and return any application for incomplete or incorrect information or technical analysis. Rejected or incomplete applications will require re-submittal as a new application for reconsideration.

3. Applications for service fee credits must be received by March 1 for review and processing to be eligible for the next billing deadline of July 1.

4. The County reserves and retains the right to revise and amend technical criteria applicable to any credit consistent with the state of the art of stormwater management or as may be revised through amendments to the GSMM.

5. The County will apply uniform and objective technical criteria and tests to determine the validity of any credit. Such tests and criteria will generally conform to the GSMM except when site-specific conditions may require alternative analyses or special considerations. All work associated with service fee credit application shall conform to the County’s current ordinances related to stormwater management.

6. The burden of providing accurate and correct data, technical analysis, documentation, and certification is with the property owner. The County reserves and retains the prerogative and right to request additional data, analysis, or documentation when such data, analysis, or documentation may assist in the County’s review of the application.

7. Property owners have a continuing obligation to maintain fee credit validity. Failure to maintain systems, facilities, or practices that serve as the basis of any credit may result in revocation of the credit in addition to the application of any other remedies that may be available to the County by statute or law.
8. The County reserves the right to deny or reduce the amount of credit on the basis of any certain conditions or considerations that may diminish or mitigate the effectiveness of various stormwater management measures and that have an unfavorable impact on water quality.

9. Where the determination of the proportional cost reduction or mitigation is not practical, feasible, or quantifiable, the estimated beneficial contribution will not exceed 10 percent of the annual fee for any given approved measure.

10. The maximum total credit available for any parcel is 40 percent.

11. The County reserves and retains the right to revise, rescind, postpone, or revoke any credit based on its independent review and analysis that indicates such credit does not result in a corresponding or proportional reduction in the costs of service for the Stormwater Management Utility or the granting of such credit will exceed the budget allowance for service fee credits as set by the Henry County Board of Commissioners.

12. The County will have right of access to inspect or perform maintenance of any systems, facilities, or practices that serve as the basis of any credit.

13. Credits are generally not retro-active. Credits may be granted retroactively up to one year from the date of approval when the basis for such credits can be proven and certified to have been in place on a past date. Such credits will be applied on a time proportional basis.

14. Credits that are revised, revoked, or rescinded will be applied effective of the date of such action.
Appendix A

Definitions
STORMWATER MANAGEMENT SYSTEMS: Stormwater management systems shall include facilities, operations, and programs that address the issues of drainage management (flooding) and environmental quality (pollution, erosion, and sedimentation) of receiving rivers, streams, creeks, lakes, ponds, and reservoirs through improvements, maintenance, regulation, and funding of plants, works, instrumentalities, and properties used or useful in the collection, retention, detention, and treatment of stormwater or surface water drainage.

HYDROLOGIC RESPONSE: The hydrologic response of a property is the manner and means whereby stormwater collects, remains, infiltrates, and is conveyed from a property. It is dependent on several factors including, but not limited to, the presence of impervious area; the size, shape, topographic, vegetative, and geologic conditions of a property; antecedent moisture conditions; and groundwater conditions on a property.

IMPERVIOUS: Impervious means not allowing the passage of water through the surface of the ground or ground covering or a substantial reduction in the capacity for water to pass through the surface of the ground or ground covering as it would under natural conditions. The following types of surfaces will be considered “impervious” for purposes of this Chapter: the vertical projected area of buildings; asphalt, concrete, brick or stone paved areas; improved vehicular drives and parking areas; compacted gravel surfaces; fabric or plastic coverings; and other surfaces that prevent or impede the natural infiltration of stormwater runoff or that change the hydrologic response of the property that existed prior to development.

UNDEVELOPED LAND: Land in an unaltered natural state or land that has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have no pavement, asphalt, or compacted gravel surfaces or structures that create an impervious surface that would prevent infiltration of stormwater or cause stormwater to collect, concentrate, or flow in a manner materially different than that which would occur if the land was in an unaltered natural state.

DEVELOPED LAND: Developed land shall be all real property altered from a natural state by grading, paving, compaction, construction of structures, impervious surfaces, or drainage works so that the hydrologic response of the property is changed from that which would occur in the natural undeveloped condition.

IMPERVIOUS UNIT (IU): Given the direct and primary relationship between stormwater runoff and imperviousness, an impervious unit is defined to serve as a common reference point for comparing various properties and attaining an equitable distribution of the cost of services and facilities through a stormwater management service charge. The impervious unit in Henry County has been determined through engineering analyses to be represented by the average area of imperviousness of the developed single family residential parcels of record in 2005 in Henry County. The unit has been determined to be 4,780 square feet of impervious area. The unit of 4,780 square feet of impervious area is herein after referred to as the impervious unit (IU) and is the metric that shall be used to determine and compute the service charge for all properties within Henry County.
Definitions

CREDIT: Credit shall mean a conditional reduction in the amount of a stormwater service charge to an individual property based on the provision and continuing presence of an effectively maintained and operational on-site stormwater system or facility or the provision of a service or activity by property owner, which system, facility, service, or activity reduces the Stormwater Management Utility’s cost of providing stormwater services and facilities. Credits for on-site stormwater management systems shall be generally proportional to the affect that such systems have on the stormwater runoff from the site.

CUSTOMERS: Customers of the Stormwater Management Utility shall include all persons, properties, and entities served by and/or benefiting from the utility’s acquisition, management, maintenance, extension, and improvement of the public stormwater management systems and facilities and regulation of public and private stormwater management systems, facilities, and activities related thereto, and persons, properties, and entities which will ultimately be served or benefited as a result of the stormwater management program.

SERVICE CHARGES: Service charges shall mean the periodic rate, fee, or charge applicable to a parcel of land, which charge shall be reflective of the service provided by the Henry County Stormwater Management Utility. Service charges are based on measurable parameters which influence the Stormwater Management Utility’s cost of providing services and facilities, with the most important factor being the amount of impervious area on each parcel of land. The use of impervious area as a service charge rate parameter shall not preclude the use of other parameters, or the grouping of properties having similar characteristics through the use of ranges or rounding up or down to a consistent numerical interval, or the use of flat-rate charges for one or more classes of similarly-situated properties whose impact on the Stormwater Management Utility’s cost of providing stormwater management services and facilities is relatively consistent. Stormwater service charges may also include special charges to the owners of particular properties for services or facilities uniquely related to stormwater management of that property, including but not limited to charges for development plan review, inspection of development projects and on-site stormwater control systems, and enhanced level of stormwater services above those normally provided by the County.

SINGLE FAMILY RESIDENTIAL (SFR): A developed property that contains one residential dwelling unit designated for that use. A SFR property shall be classified as residential and shall not be multi-family residential (MFR), commercial, industrial, institutional, educational, religious, municipal or recreational.

NON-SINGLE FAMILY RESIDENTIAL (NSFR): A developed property that contains structures utilized for purposes other than a residential dwelling unit. Examples of NSFR properties include those classified as MFR, commercial, industrial, institutional, educational, religious, municipal and recreational.
Appendix B

Stormwater Fee Credit Application and Notice of Disposition
# Henry County Georgia – Stormwater Management Utility

**FEE ADJUSTMENT/CREDIT APPLICATION**

## I. Property Owner

<table>
<thead>
<tr>
<th>Name:</th>
<th>Status of Property:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>01. __ Federal 02. __ State 03. __ City 04. __ County 05. __ Private</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address:</th>
<th>City:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Contact:</th>
<th>Phone:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title or Position:</th>
</tr>
</thead>
</table>

## II. Property Information

<table>
<thead>
<tr>
<th>Description:</th>
<th>Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Tax Map Parcel ID:</th>
<th>Occupant:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phone:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Property:</th>
<th>Current Zoning:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SIC Code: (if applicable)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Area:</th>
<th>Impervious Surfaces Area:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Credit Request Type:</th>
<th>(mark each that applies)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A □ B □ C □ D □ E1.1 □ E1.2 □ E1.3 □ E1.4 □ E2.1 □ F1 □ F2 □</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Annual Fee:</th>
<th>Calculated Credit Amount:</th>
</tr>
</thead>
</table>

## III. Required Supporting Documentation (noted by credit type)

<table>
<thead>
<tr>
<th>Applicable Credit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Academic Program Certification per Form Appendix C</td>
</tr>
<tr>
<td>B, C</td>
<td>Location Map, Site Plan, Stormwater Pollution Prevention Plan, and NPDES Permit (if applicable)</td>
</tr>
<tr>
<td>D, E (all)</td>
<td>Site Map, Stormwater Design Analysis, Hydrologic and Water Quality Analysis, Maintenance Plan and Schedule</td>
</tr>
<tr>
<td>F (all)</td>
<td>Site Map, Conservation Easement (Sample Appendix E)</td>
</tr>
<tr>
<td>B, C, D, E (all), F (all)</td>
<td>Watershed and Discharge Receiving Stream or Water Body, Floodway &amp; Floodplain Map</td>
</tr>
<tr>
<td>All except A</td>
<td>Application Fee of $250</td>
</tr>
<tr>
<td>A</td>
<td>Application Fee of $50</td>
</tr>
</tbody>
</table>

## IV. Certification and Signature (must be signed by owner or authorized official)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the site, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Official Title</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

## V. County Use Only

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Disposition - Accepted:</th>
<th>Returned:</th>
<th>Denied:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Received By:</td>
<td>Credit % Approved:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Credit Application Number:</td>
<td>Signed:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Credit Application Version 2007-1.0
DATE: ___________________________________________

TO: ___________________________________________
    ___________________________________________
    ___________________________________________
    ___________________________________________

CREDIT APPLICATION NO.:_________________________

Please be advised of the following disposition with regard to the referenced stormwater service fee credit.

☐ The credit application has been reviewed and accepted as submitted. A credit in the amount of $_______ will be applied to the next service fee billing period.

☐ The credit application has been reviewed and conditionally accepted with an adjusted credit. A credit in the amount of $_____________ will be applied to the next service fee billing period. The reasons for the adjustment are as follows:
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ______________________________________

☐ The credit application has been reviewed and is being returned for the following reason:
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    _______________________________________________

☐ The credit application has been reviewed and is denied for the following reason:
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    ___________________________________________________________________________________________
    _______________________________________________

If you believe this disposition is in error, you may file an appeal in accordance with procedures defined in the Henry County Stormwater Service Fee Credit Manual. A copy of the manual and appeal form may be obtained on the County webpage at http://www.co.henry.ga.us

Stormwater Management Utility

By:___________________________
Appendix C

Academic Certification Form
Henry County Georgia – Stormwater Management Utility
FEE ADJUSTMENT/ACADEMIC PROGRAM CERTIFICATION

I. School Property Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Status of Property:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>01: ___ Federal</td>
</tr>
<tr>
<td></td>
<td>02: ___ State</td>
</tr>
<tr>
<td></td>
<td>03: ___ City</td>
</tr>
<tr>
<td></td>
<td>04: ___ County</td>
</tr>
<tr>
<td></td>
<td>05: ___ Private</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address:</th>
<th>City:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>Zip:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Email:</th>
<th>Authorized Contact:</th>
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<tbody>
<tr>
<td></td>
<td>Title or Position:</td>
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<table>
<thead>
<tr>
<th>Classroom Facilities:</th>
<th>Yes □ No □</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Curriculum Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
</tr>
<tr>
<td>To:</td>
</tr>
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<table>
<thead>
<tr>
<th>Tax Map Parcel ID:</th>
<th>School Enrollment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Participants</td>
</tr>
<tr>
<td></td>
<td>% of Enrollment Completed:</td>
</tr>
</tbody>
</table>

| Tax Identification No.: | |
|-------------------------| |

II. Required Supporting Documentation

<table>
<thead>
<tr>
<th>County Use Only</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Stormwater Fee Credit Application (attach)</td>
</tr>
<tr>
<td></td>
<td>List of State of Georgia Performance Standards (attach)</td>
</tr>
<tr>
<td></td>
<td>Objectives for the Education Lessons Taught (attach)</td>
</tr>
</tbody>
</table>

III. Signature (must be signed by Superintendent / Dean/Principal or authorized agent)

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Official Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</table>

IV. County Use Only

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Credit Application Number:</th>
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<tr>
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<table>
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<tr>
<th>Received By:</th>
<th>Disposition - Accepted: Returned: Denied:</th>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Credit % Approved:</th>
</tr>
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<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

| Date: Signed: |
|--------------|-------------|
|              |             |
Appendix D

Annual Report Form
Henry County Georgia – Stormwater Management Utility
FEE ADJUSTMENT/CREDIT ANNUAL REPORT

I. Property Owner

<table>
<thead>
<tr>
<th>Name:</th>
<th>Status of Property:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>01. ___ Federal 02. ___ State 03. ___ City 04. ___ County 05. ___ Private</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
<th>Phone:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Email:</th>
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</table>

<table>
<thead>
<tr>
<th>Authorized Contact:</th>
<th>Title or Position:</th>
</tr>
</thead>
</table>

II. Required Supporting Documentation

<table>
<thead>
<tr>
<th>Applicable Credit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>Copy of Approved Stormwater Fee Credit Application</td>
</tr>
<tr>
<td>A</td>
<td>Academic Program Certification per Form Appendix C</td>
</tr>
<tr>
<td>B, C</td>
<td>Site Plan (if changed), Written Statement of Pollution Prevention Activities Performed for the Past Year</td>
</tr>
<tr>
<td>D, E (all)</td>
<td>Site Map (if changed), Written Description of Inspection and Maintenance Activities Performed for the Past Year</td>
</tr>
<tr>
<td>F (all)</td>
<td>Site Map (if changed), Written Statement of Conservation Preservation</td>
</tr>
<tr>
<td>All</td>
<td>Annual Renewal Fee: $50.00 Payable to Henry County Stormwater Management Utility</td>
</tr>
</tbody>
</table>

III. Certification and Signature (must be signed by owner or authorized official)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the site, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

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<tr>
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</table>

IV. County Use Only

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Credit Application Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Received By:</th>
<th>Disposition - Accepted: Returned: Denied:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Credit % Approved:</td>
</tr>
<tr>
<td></td>
<td>Date: Signed:</td>
</tr>
</tbody>
</table>

Credit Annual Report Version 2007-1.0
Appendix E

Maintenance Plan / Agreement,
Right of Entry
Henry County
Stormwater Facility
Maintenance Agreement

THIS AGREEMENT, made and entered into this ___ day of ____________, 20___, by and between

[Insert Full Name of Owner]

(hereinafter called the "Landowner") as party of the first part, and Henry County, Georgia, a political subdivision of the STATE OF GEORGIA, (hereinafter called the "County") of the second part;

WITNESSETH

WHEREAS, the undersigned is the owner of that certain real property lying and being in the ____ Land Lot/District, _____ identified as [Tax Map/Parcel Identification Number] ______________________ and being more particularly described by deed as recorded in the land records of Henry County, Georgia, Deed Book _____ Page ____., hereinafter called the "Property".

WHEREAS, the undersigned is proceeding to build on and develop the property; and has submitted the Site Plan/Subdivision Plan known as ____________________________, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the undersigned, its successors and assigns, including any homeowners association, (hereinafter the “Landowner”) agree that the health, safety, and welfare of the residents of Henry County, Georgia, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan (the “Facilities”) be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, in accordance with the plans and specifications identified in the Plan.

2. The Landowner shall at all time, adequately maintain the Facilities. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.
3. The Landowner shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner hereby grants to the County, its authorized agents and employees, a non-exclusive perpetual easement of ingress and egress over, across, under and through the Property for the purpose of inspecting the Facilities. The purpose of such inspections is to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner copies of any inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the County, the County may enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County. The Landowner grants to the County, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes.

6. The Landowner shall perform all work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the Landowner shall comply with such schedule.

7. In the event the County performs work of any nature on the Facilities in accordance with this Agreement, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the deed records of Henry County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.
IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

(Insert Company/Corporation/Partnership Name) [SEAL]

By: (Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of ____________, 20___, by

_____________________________________
Unofficial Witness

_____________________________________
NOTARY PUBLIC

My Commission Expires: __________
COUNTY OF ____________, GEORGIA
Appendix F

Sample Conservation Easement
STATE OF GEORGIA  
COUNTY OF ________________

CONSERVATION EASEMENT

THIS INDENTURE, made this _____ day of __________________, 200_, by and between _______________________ of  
______________________________________, (hereinafter "Grantor"), and the STATE OF GEORGIA, acting by and through its STATE  
PROPERTIES COMMISSION, with custody in the DEPARTMENT OF NATURAL RESOURCES, a Georgia governmental entity  
(hereinafter "Grantee").

RECITALS:

WHEREAS, the Grantor is the owner in fee simple of certain real property (hereinafter "Protected Property") which has aesthetic,  
scientific, educational, or ecological value in its present state as a predominately natural area which has not been subject to extensive  
development or exploitation, which property is described in Exhibit "A" attached hereto and by this reference is incorporated herein; and

WHEREAS, the Protected Property is either (i) a natural area which contains a significant relatively natural habitat in which  
several species of fish, plants and other wildlife or ecosystems normally live, specifically [insert specific natural habitats protected], and the  
Protected Property represents a high quality example of terrestrial or aquatic communities for said habitats which is worthy of protection,  
(ii) worthy of protection for open space value by the State Properties Commission or recognized as being of significant concern under  
Treasury Reg. § 1.170-A-14(d)(4)(iv)(a) by the Georgia Department of Natural Resources, (iii) valuable for its recreational, historical, or  
educational uses, in any event as evidenced by Exhibit "B" attached hereto (the "Baseline Study"), consisting of maps, photographs, and  
other documentation that the parties hereto agree provide, collectively, an accurate representation of the Protected Property at the time of  
this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the  
terms of this grant; and

INSERT (A), (B) (C) and/or (D) WHEN APPLICABLE:

(A)  WHEREAS, the Protected Property is a natural area which contains numerous natural resources, including access to natural  
habitats for many species of fish, plants and other wildlife or rare, threatened or endangered species as defined by State or Federal law, and the  
Protected Property possesses significant value in said natural state which is worthy of protection; and

(B)  WHEREAS, the Protected Property is a land area used for the outdoor recreation of the general public or for the education of the  
general public, and is subject to the substantial and regular use of the general public; and

(C)  WHEREAS, the Protected Property is worthy of protection for its open space value based upon the scenic enjoyment of the  
Protected Property by the general public, and such protection will yield a significant public benefit as defined in Treasury Reg.  
1.170A-14(d)(4)(iv); and

(D)  WHEREAS, the Protected Property is a historically important land area or a certified historic structure as defined in Treasury Reg.  
1.170A-14(d)(5); and

          WHEREAS, the State Properties Commission approved the acceptance of this Conservation Easement in form and substance on or  
about ____ day of __________________, 200_;
WHEREAS, the Grantee, an eligible donee as described under Treasury Reg. 1.170A-14(c)(1), is a governmental unit whose Department of Natural Resources' purposes include protecting the natural, scenic or open space values of real property, protecting land for outdoor recreational uses of the general public, and protecting historically important land areas and/or structures; and

WHEREAS, the Official Code of Georgia Annotated, § 44-10-1 et seq., permits the creation of conservation easements for the purposes of, inter alia, maintaining or enhancing water quality and retaining or protecting the natural, scenic, or open space values of real property, and Grantor and Grantee wish to avail themselves of the provision of that law; and

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, and of the covenants, mutual agreements, conditions and premises herein contained, the Grantor does freely give, grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever, a conservation easement in perpetuity (hereinafter referred to as the "Conservation Easement") over the Protected Property consisting of the following:

A. PURPOSE

The conservation values intended to be protected by this Conservation Easement are: (Choose from below list according to easement's purpose)

(1) Assuring the Protected Property will be retained forever in its natural, scenic, and open condition;
(2) Maintaining and preserving the Protected Property's water quality, wetlands, and riparian areas;
(3) Protecting the native ecological integrity of the Protected Property;
(4) Protecting any rare plants, animals, or plant communities on the Protected Property;
(5) Protecting the recreational and/or historical nature of the Protected Property; and preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property. Grantor intends that this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the purposes of this Conservation Easement.

B. AFFIRMATIVE RIGHTS

1. Right of Entry. Grantee shall have the right, in a reasonable manner and at reasonable times, to enter the Protected Property for the purposes of inspecting same to determine compliance herewith, provided that if Grantee does not suspect a violation of the Conservation Easement, Grantee shall first obtain Grantor's express consent, which shall not be unreasonably withheld. Grantee shall also have the right to enforce by proceedings at law or in equity the covenants hereinafter set forth, including but not limited to, the right to require the restoration of the Protected Property to its condition at the time of the grant of this Conservation Easement. The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the General Covenants (as such term is defined in Section C hereof) and purposes of this grant by any delay or failure to act in enforcing any provisions of this Conservation Easement. Nothing herein shall be construed to entitle the Grantee to institute any proceedings against Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storm or unauthorized wrongful acts of third persons.

2. Right of Preservation and Management. Grantee shall have the right to preserve and protect the conservation values of the Protected Property. Grantee shall further have the right to conduct well-defined, occasional management projects as necessary to satisfy the purposes of this Conservation Easement and to maintain the natural ecological integrity of the Protected Property.

3. [OPTIONAL] Right of Construction. Grantee shall have the right to construct and operate public trails across the Protected Property consistent with the Trail Agreement attached hereto as Exhibit "C".

4. [OPTIONAL] Right of First Refusal. If Grantor desires to transfer all or any portion of Grantor's right, title, and interest in the Protected Property for consideration to a third party, Grantor shall so notify Grantee, requesting the price, terms, and conditions upon which Grantee would be willing to purchase such interest. Within sixty (60) days after Grantee's receipt of Grantor's notice, Grantee shall present Grantor with a response, wherein Grantee shall propose the price, terms and conditions upon which Grantee would be willing to purchase the Protected Property from Grantor. Grantor shall, within ten (10) days after receipt of such response, accept or deny it. If Grantor agrees to sell the interest to Grantee, the closing of the purchase shall take place on a date set by Grantee, which shall be not more than one hundred eighty (180) days after Grantor's receipt of Grantee's response. If Grantor does not agree to sell to Grantee, or if Grantee does not respond to notice as set forth in this Section, then Grantor may sell the entire offered interest at a price not below, nor upon terms or conditions more advantageous to the purchaser than those contained in all responses to the initial response.
Conservation Easement DNR 060803.doc

If such transfer is not consummated within one hundred eighty (180) days after receipt of Grantee's response by Grantor, Grantor may not subsequently transfer all or any part of its interest without again complying with the requirements of this Section.

C. GENERAL COVENANTS

1. Public Laws. Grantor shall comply with and ensure that the Protected Property at all times complies with the requirements of all Federal, State and local laws applicable to the Protected Property as such requirements are set forth as of the Execution Date and as amended on future occasions.

2. General Covenants. Any activity on, or use of, the Protected Property materially inconsistent with the purpose of the Conservation Easement is prohibited. Without the prior written consent of the Grantee (which may be withheld in Grantee's absolute discretion), or except as expressly provided below in this paragraph or as otherwise expressly contemplated herein, the Protected Property shall be maintained in a manner consistent with the following General Covenants:

a. Industrial, Commercial, and Agricultural Use. Industrial and commercial activities, including but not limited to commercial, agricultural and horticultural use and livestock production are prohibited. No right of access or ingress across or upon the Protected Property may be allowed or granted if the right of access and ingress is used in conjunction with commercial or industrial activity.

b. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural, scenic and aesthetic features is prohibited, except as expressly provided under Reserved Rights.

c. Structures. There shall be no construction or placing of mobile homes, advertising signs, billboards, or other advertising material on the Protected Property (except that Grantor shall place signs designating the Protected Property as land under the protection and management of Grantee), nor shall there be any construction or placing of docks, bridges, piers or other structures except as necessary in maintenance and replacement of existing structures or structures hereafter placed on the Protected Property in compliance with this Conservation Easement; nor shall there be any construction of temporary or permanent walkways, pervious or impervious bicycle paths, or nature trails for public use except as allowed herein under Reserved Rights; nor shall there be any construction of parking lots or placement of public facilities on the Protected Property; except as permitted under Reserved Rights herein; nor shall there be any construction of temporary or permanent buildings except as permitted under Reserved Rights herein.

d. Roads. Except as otherwise permitted under Reserved Rights as contained herein, there shall be no building of any new permanent or temporary roads, nor widening of existing roads, nor shall abandoned roads be restored.

e. Topography and Minerals. Except as otherwise permitted under Reserved Rights, there shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials; nor any dumping of ashes, trash, garbage or other unsightly or offensive material; and no change in the topography of the land in any manner except as provided or permitted under this Conservation Easement for establishment, maintenance, or repair of roads, walkways and construction.

f. Vegetation. Except for controlled cutting of diseased vegetation, removal of non-native vegetation, and revegetation with native plants, there shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance of change in the natural habitat in any manner on the Protected Property. Except as otherwise stated under Reserved Rights herein, there shall be no timber harvesting on the Protected Property.

g. Forested Wetlands. There shall be no dredging, construction of ponds, groins, or dikes, nor any manipulation of natural water courses on the Protected Property.

h. Waters. Except as otherwise stated under Reserved Rights as contained herein, there shall be no disruption or alteration on the Protected Property of existing water flow or natural water courses, fresh water lake and pond shores, marshes, or other water bodies, nor any activities or uses detrimental to water purity.

i. [OPTIONAL] Subdivision. There shall be no subdivision of the Protected Property.

j. Prohibited Use. Any use of the Protected Property and any activity thereon is prohibited, which in the opinion of Grantee, is or may become inconsistent with this grant of Conservation Easement, such purposes being the preservation of the Protected Property predominantly in its natural, open space, recreational, or historical condition.
D. RESERVED RIGHTS

1. Management and Maintenance. The Grantor shall have the right to maintain the Protected Property in present condition, including, but not limited to, the right to take action to prevent or control erosion or to protect public health or safety, and to replace any existing residences, buildings and roads, provided such replacement is consistent in prior structure, size and use of said residences, buildings and roads, and that such replacement is not otherwise inconsistent with any other provision of this Conservation Easement.

2. INSERT (A) UNLESS PUBLIC RECREATIONAL PURPOSES CONTEMPLATED, THEN (B)

(A) Recreational Uses. Grantor shall have the right to use the Protected Property for limited noncommercial recreational purposes, including but not limited to hunting, fishing, canoeing, rafting, swimming, and hiking, provided that such use is not otherwise in violation of this Conservation Easement.

(B) Recreational Uses. Grantor shall have the right to use the Protected Property for the outdoor recreational benefit consistent with the recreational purposes protected herein, including, but not limited to hunting, fishing, canoeing, rafting, swimming and hiking, provided that such use is not otherwise in violation of this Conservation Easement.

3. Construction. Subject to all limitations contained herein, Grantor, with the prior notice and written consent of the Grantee, shall have the right to construct [insert reserved construction, i.e. trails, bicycle paths, restrooms, parking lots, welcome center, etc.] on the Protected Property. Grantee shall expressly approve of such construction and such construction shall be consistent with the underlying purposes of this Conservation Easement, local zoning ordinances, State and Federal law. Further, no such construction shall impair the purposes of this conservation easement as contemplated by Treasury Reg. 1.170A-14(g)(5).

4. [OPTIONAL] Timber Activity. Grantor shall have the right to selective timber thinning and harvesting, including prescribed burning. Any such timber thinning and harvesting shall meet or exceed standards accepted as best management practices by the Georgia Forestry Commission and is further subject to any of the general covenants relating to timber harvesting included hereinafore. Further, any timber harvesting on the Protected Property shall be carried out in accordance with a timber plan, as that plan may be amended from time to time, and as approved by Grantee, said approval not to be unreasonably withheld.

5. [OPTIONAL] Water Resources. Grantor shall have the right to develop and maintain those water resources and wetlands on the Protected Property necessary to, or desirable for, wildlife, private recreation, and other agricultural uses permitted by this Conservation Easement, so long as such development and maintenance does not materially impair any of the water resources or wetlands. Permitted activities shall include, but are not limited to, the right to develop, restore and enhance water resources for fisheries and wildlife improvement, and the right to undertake bank stabilization measures and stream and watercourse restoration.

E. GRANTEE'S REMEDIES

1. Notice of Violation: Corrective Action. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of the Conservation Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by the Grantee. If an event or circumstance of non-compliance is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

2. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, Grantor fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity, in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

3. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including without limitation, damages for the loss of scenic, aesthetic, or environmental values, attorneys' fees, costs, fines and punitive damages. Without limiting Grantor's liability therefor, Grantee shall first apply damages recovered to the cost of undertaking any corrective action on the Protected Property.
4. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, Grantee may pursue its remedies under this Article without prior notice to Grantors, or without waiting for the period provided for cure to expire.

5. **Scope of Relief.** Grantee's rights under this Article apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph E(2) as contained herein, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6. **Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor; provided however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.

7. **Forbearance.** Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor, shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantor's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8. **Waiver of Certain Defenses.** Grantor hereby waives any defenses of laches, estoppel, or prescription.

9. **Third Party Violations.** Grantor hereby agrees to diligently protect and defend the Protected Property from any violation of this Conservation Easement by any third party, and agrees to diligently pursue immediate action against any third party in which Grantor has actual or constructive knowledge that a violation has occurred, is occurring, or will occur in the future. If such third party violation occurs, Grantor agrees to promptly notify Grantee and allow Grantee to actively pursue in prosecuting the same.

10. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

F. **COSTS, LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE**

1. **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use, permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable Federal, State, and local laws, regulations and requirements. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

2. **Taxes.** Grantor shall pay before delinquency, all taxes, assessments, fees and charges (collectively "taxes") of whatever description levied on or assessed against the Protected Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

3. **Representations and Warranties.** Grantor represents and warrants that to the best of its knowledge:
   
a. Except as otherwise referenced in Exhibit D, no substance defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists, or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Protected Property;
   
b. There are not now any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property in a manner not in compliance with applicable Federal, State, and local laws, regulations and requirements;
c. Grantor and the Protected Property are in compliance with all Federal, State and local laws, regulations and requirements applicable to the Protected Property and its use;

d. There is no pending or threatened litigation in any way affecting, involving, or relating to the Protected Property; and

e. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with any Federal, State, or local law, regulation, or requirement applicable to the Protected Property or its use, nor does there exist any fact or circumstance that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

f. The Protected Property is free and clear of any and all liens, loans, claims, restrictions, easements and encumbrances, except as otherwise identified in Exhibit C attached hereto.

4. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation or requirement as hazardous, toxic, pollutin, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

5. Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Georgia's hazardous waste statutes.

6. Indemnification. Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any Federal, State, or local law, regulation, or requirement, including without limitation, CERCLA and State hazardous waste statutes, by any person other than the Indemnified Parties, in any way affecting, involving, or relating to the Protected Property; (3) the presence or release in, on, from, or about the Protected Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, State, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of paragraphs E(6), and F(1) through F(5) as contained herein.

7. Subordination. In the event the Protected Property is subject to an existing mortgage, Grantor covenants and warrants it has obtained all lenders' consents to enter into this agreement, and has further obtained subordination agreements from all such lenders, whereby each lender has agreed to subordinate its interest to this Conservation Easement.

G. EXTINGUISHMENT AND CONDEMNATION

1. Extinguishment. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion, or all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Conservation Easement, or proportionate part thereof, as determined in accordance with paragraph G(2).

2. Proceeds. The parties hereto stipulate that as of the effective date of this Indenture, the Conservation Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said respective percentage interests shall be determined by the ratio of the value of the Conservation Easement on the effective date of this Indenture to the value of the Property (without deduction for the value of the Conservation Easement) on the effective date of this Indenture. The values of the Conservation Easement and of the unencumbered Protected Property on the effective date of this Indenture shall be those values used to calculate the deduction for Federal income tax purposes allowable by reason of this Indenture pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the baseline data of the
Protected Property (on file at Grantee’s offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. The ratio of the value of the Conservation Easement to the value of the Protected Property retained by Grantor shall remain constant. [LANGUAGE TO BE MODIFIED IF GRANTOR IS NOT SEEKING TAX DEDUCTION BY REASON OF EASEMENT DONATION; GRANTOR SHOULD OBTAIN ADVICE OF ITS TAX COUNSEL IF IT DESIRES A TAX BENEFIT BY REASON OF ITS DONATION OF THIS EASEMENT.]

3. **Condemnation.** If any or part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Protected Property subject to the taking, or acquired by purchase in lieu of condemnation and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or any purchase in lieu of condemnation shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the equation set forth in paragraph G(2).

4. **Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this Article in a manner consistent with its conservation purposes, as referenced in Section A herein.

**H. ASSIGNMENT**

This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or by any successor provision then applicable), and authorized to acquire and hold conservation easements under Georgia's Uniform Conservation Easement Act (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Any transferee shall be required to assume grantee’s obligations in writing, in a recordable instrument. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment, nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.

**I. SUBSEQUENT TRANSFERS AND ZONING APPLICATIONS**

1. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer.

1. **Notice of Zoning Applications and Building Permits.** Grantor, for himself, his heirs, successors and assigns, further agrees to notify Grantee in writing of any request to obtain a building permit or to amend the zoning of the Protected Property at least twenty (20) days prior to the filing of such a request with the appropriate governmental agencies. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Grantor hereby acknowledges that, pursuant to O.C.G.A. §44-10-4(b), Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Protected Property.

**J. RECORDATION**

Grantee shall record this instrument in timely fashion in the official records of __________ County, Georgia, and may record it at any time as may be required to preserve its rights in this Conservation Easement.

**K. GENERAL PROVISIONS**

1. **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Georgia.

2. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the Grantee to effect the purpose of this Conservation Easement and the policy and purpose of the Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
3. **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision, to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

4. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

5. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

6. **Successors.** The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and his personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

7. **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Protected Property, except that liability for acts or omissions occurring prior to transfer, shall survive transfer.

8. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

9. **Notice.** Any notices required or permitted in this Conservation Easement shall be in writing and sent by registered or certified mail, postage prepaid, to the following addresses or such other substituted addresses as Grantor or Grantee may provide to the other for purposes of providing sufficient notice in their names. Notice is effective immediately if hand-delivered or three days following the day it is sent by United States Mail:

   **GRANTOR:**
   ___________________________
   ___________________________
   ___________________________
   GRANTEE:
   State of Georgia
   c/o Georgia Department of Natural Resources
   Real Estate Office, Suite 1454 East
   2 Martin Luther King Jr. Drive, S.E.
   Atlanta, Georgia 30334-9000

10. **[INSERT ONLY IF HISTORICAL EASEMENT] Historical Access.** Grantor and Grantee have mutually agreed upon the plan of public access for the Protected Property as referenced in Exhibit "E" attached hereto so as to afford the public the opportunity to view the characteristics and features of the Protected Property on a regular basis.

11. **No Merger.** Grantor and Grantee agree that should Grantee, or any successor in interest to Grantee, come to own all or a portion of the fee interest subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, (ii) the Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (iii) said owner as promptly as possible shall assign the Grantee interest in the Conservation Easement of record to another holder in conformity with the requirements of the Internal Revenue Code. The instrument of assignment shall refer to the provisions of this Section, and shall contain confirmatory language suitable to reimpose this Easement to the extent, if any, necessary to continue it in force.

   TO HAVE AND TO HOLD, this Conservation Easement, together with all and singular the appurtenances and privileges belonging or in any way appertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the Grantee, its successors and assigns, forever.

**INSERT IF CORPORATE GRANTOR:**

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name by its President or other Duly Authorized Officer, and its corporate seal to be affixed, attested to by its Secretary or other Duly Authorized Officer, the day and year first above written, and the Grantee has caused these presents to be signed in its name by its Governor, the day and year first above written.

**INSERT IF INDIVIDUAL GRANTOR:**
IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in his/her name on the day and year first above written, and Grantee has caused these presents to be signed in its name by its Governor, the day and year first above written.

Sworn and subscribed before me this _____ day of _________, 200__

Witness

__________________________  _______________________________
Notary Public

GRANTOR:

__________________________  Grantor

State of Georgia

Sworn and subscribed before me this _______ day of ____________, 200__

Witness

__________________________  ________________________________
Attest: Executive Director
Notary Public

State Properties Commission

[SEAL]
EXHIBIT "A"

[INSERT LEGAL DESCRIPTION]
EXHIBIT "B"

[INSERT BASELINE DOCUMENTATION]
EXHIBIT "C"

[INSERT TRAIL AGREEMENT IF APPLICABLE]
EXHIBIT "D"

[PERMITTED CONDITIONS ON PROPERTY]
EXHIBIT "E"

[HISTORICAL ACCESS PLAN IF APPLICABLE]
Appendix G

Administrative Appeal Form
I. Property Owner

<table>
<thead>
<tr>
<th>Name:</th>
<th>Status of Property:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>01. __ Federal  02. __ State  03. __ City  04. __ County  05. __ Private</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Zip:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Contact:

<table>
<thead>
<tr>
<th>Title or Position:</th>
</tr>
</thead>
</table>

II. Property Information

<table>
<thead>
<tr>
<th>Description:</th>
<th>Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Tax Map Parcel ID:</th>
<th>Occupant:</th>
<th>Phone:</th>
</tr>
</thead>
</table>

III. Required Supporting Documentation

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy of Stormwater Fee Credit Application</td>
</tr>
<tr>
<td>Filing Fee</td>
</tr>
</tbody>
</table>

Description of Appeal (attach additional supporting documentation as may be needed):

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

IV. Signature (must be signed by owner or authorized agent)

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Official Title</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

V. County Use Only

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Credit Application Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Received By:</th>
<th>Disposition - Accepted:_____ Returned:_______ Denied:_______</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Signed:</th>
</tr>
</thead>
</table>