

The Miami Conservancy District
FARM PERMIT NO 17-XXX-X

THE MIAMI CONSERVANCY DISTRICT, a body corporate and political subdivision of the State of Ohio, hereinafter called "MCD", in consideration of compensation as specified within this Permit, and subject to the terms, conditions and restrictions hereinafter set forth, hereby grants to

XXX
XX
XXX

hereinafter referred to as the "GRANTEE" permission to use MCD property for the purpose of **HARVESTING EXISTING GRASSES** the following described premises:

AREA I: Harvesting only

The property, approximately **17 acres** (Part MCD Parcel No. 1439 & 1440), is located in the City of Dayton, Montgomery County, Ohio and more specifically along the right bank of the Great Miami River along East River Road between Guthrie and Stoney Hollow Road, as shown on the attached Exhibit "A".

At no time shall any plowing or planting be permitted.

The Grantee is required to harvest a minimum of two (2) times per mowing season. No cuttings will be allowed after September 15th to allow for good root growth.

All real property, easements, land, structures, infrastructure, and facilities that are owned or controlled by MCD or any MCD subdistrict shall hereinafter be called "MCD property."

THIS PERMIT IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING TERMS, CONDITIONS AND RESTRICTIONS AS SET FORTH BY MCD IN ACCORDANCE WITH SECTION 6101.19 OF THE OHIO REVISED CODE. FURTHERMORE, ALL LAND USE WILL BE SUBJECT TO THOSE SPECIAL TERMS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THIS PERMIT:

1. FARMING PRACTICES: All tillable ground within those areas designated within this Permit may be harvested for hay in accordance with accepted farming practices and procedures subject to the following:

NO harvesting will be permitted **within twenty (20) feet** of any MCD Flood Protection Dam, Levee and/or Improvement Structure.

NO harvesting will be permitted **within twenty (20) feet** of any Recreational Trail that has been constructed of concrete and/or asphalt.

NO harvesting will be permitted **within twenty (20) feet** of the River channel.

All hay must be removed from MCD property within **fourteen (14) days** of bailing. Failure to adhere to this requirement may result in immediate termination of this Permit.

The removal of any tree having a base diameter greater than **four (4) inches** is prohibited without prior written MCD approval.

Herbicide, insecticide and fertilizer applications will be allowed. The area can be overseeded to establish good quality hay. Documentation of the amount of fertilizer used must be available upon request.

2. CONSERVATION PRACTICES: The Grantee is required to work with their local Soil and Water Conservation District (SWCD) professional on an approved conservation farm plan and to establish the setback limits for any parcel listed within this Permit. The Grantee AGREES to provide a copy of the plan to MCD.

3. DAMAGE TO MCD PROPERTY: Any damages, resulting from the land use granted, caused to the levees, dams, floodwalls, roads, gates, wells, gages, monitoring equipment, monuments and/or MCD property shall be repaired or replaced in a manner satisfactory to MCD within a reasonable amount of time. Revocation, termination or expiration of the Permit does not release the Grantee from its obligation to repair damages. In the event the repair or replacement is not completed in a reasonable amount of time, MCD may, at its option, cause said repairs or replacements to be accomplished and Grantee shall reimburse MCD for any expenses incurred.

4. TERM: Said term shall be for the period of **beginning May 1, 2023 and ending April 30, 2026.**

5. MCD's RIGHT OF REVOCATION:

- a. If the property use causes damage or imminent damage to MCD property, or creates a health or safety hazard, MCD will order all work be stopped immediately and notify the Grantee to repair, replace or remove the hazard. If the Grantee fails to respond in the time set by MCD, MCD will revoke the rights granted by this Permit. Such revocation would not release the Grantee from its obligation to restore the land as required by item 7 below.
- b. If, at any time, in the opinion of MCD, the said use interferes with the primary objectives of MCD; or should the best interests of MCD so justify; this Permit shall be revoked. MCD will provide seven (7) days written notice of revocation. Such revocation would not release the Grantee from its obligation to restore the land as required by item 7 below.

6. GRANTEE'S RIGHT OF TERMINATION: The Grantee may request termination of the Permit if the use of MCD property will no longer be used for harvesting. The Grantee shall notify the MCD Property Administrator within forty-eight (48) hours following cessation of the permitted land use to request termination.

7. RESTORATION: In the event of Permit termination or if any part of the property will no longer be used for harvesting, the Grantee AGREES to restore all property in accordance with MCD specifications. In the event the Grantee does not restore MCD property within a timely manner, MCD may, at its option, cause said work to be accomplished and MCD if to be reimbursed for any expenses incurred.

8. OPTION OF RENEWAL: This Permit may be renewed, subject to MCD approval, provided all terms, conditions, and restrictions of the Permit have been maintained to the reasonable satisfaction of MCD. **All renewals will be subject to those terms, conditions, and Permit fees in effect at time of renewal.**

9. INDEMNIFICATION: The Grantee AGREES to indemnify and hold MCD harmless, to the extent Permitted by law, from and against any and all claims, demands, and damages for injuries to persons or property and all direct cost and expenses associated therewith, arising on such property as herein described or in connection with Grantee's use as defined within this Permit, to the extent caused by the negligent act or omission of the Grantee, its agents, employees or contractors and not arising from the negligent act or omission of MCD, its agents, employees or contractors.

UNLESS

The Grantee AGREES to purchase a commercial general liability insurance policy in an amount not less than **Two Million (\$2,000,000) Dollars**, protecting both Grantee and MCD from any liability resulting from injuries to persons or property and all direct cost and expenses associated therewith. Prior to issuance of this Permit the Grantee AGREES to provide to MCD with a certificate of insurance evidencing MCD's status as an additional insured with coverage in favor of MCD applying on a primary and non-contributing basis. Insurance coverage must be in force throughout the term of the permit. If insurance coverage is cancelled the permit will terminate. The Grantee AGREES to require its general liability insurance carrier to provide MCD with a minimum of thirty (30) days written notice of cancellation or non-renewal to Grantee general liability policy. Should Grantee elect to purchase limits in excess of Two Million (\$2,000,000) Dollars, said higher limits shall also inure to MCD's benefit as an additional insured.

10. SOIL & WATER CONTAMINATION: The Grantee AGREES to assume all liability and responsibility for clean-up and restoration required due to soil and water contamination resulting from the land use granted within this Permit.

11. RELEASE OF LIABILITY: MCD is to be released to the extent permitted by law, from any and all liability resulting from injuries to persons or property and all direct cost and expenses associated therewith, resulting from or caused by floodwater, maintenance or construction operations and/or any other activities of MCD, its agents, employees or contractors provided such damages were not caused by the negligent act or omission of MCD, its agents, employees or contractors.

12. RIGHT OF ACCESS: MCD, shall at all times, have the right to enter upon any MCD property for the purpose of using, monitoring, maintaining, altering or repairing any works, or improvements owned or controlled by MCD. MCD retains the right to photograph, for private and/or public use, any use, work or event, which takes place on MCD property.

MCD shall have the right of inspection to determine compliance with said terms and conditions as specified within this Permit. Upon notification of any violation, the Grantee Agrees to take corrective action as directed by MCD. Should corrective action not be taken within the time specified, MCD may revoke any land use subject to "Rights of Revocation".

13. TRANSFER OF LAND USE RIGHTS: Land use granted by this Permit is NOT assignable or transferable. The Grantee shall at NO time rent, sublease, subcontract, or grant temporary land use of the premises.

14. PRE-EXISTING LAND USE RIGHTS: All rights granted within this Permit will be limited by, and subject to, those rights and claims of record that exist prior to the effective date of the Permit. Said claims of record include, but are not limited to, any existing easements, right-of-ways, and/or permits.

15. ADDITIONAL RIGHTS: MCD does not claim full warranty deed ownership to all MCD property. The Grantee must accept full responsibility for acquiring any additional rights to property not owned by MCD, when use of such property is necessary for the purposes of this Permit. Furthermore, MCD, in granting land use authorization, is to be released from any additional expense and/or all liability related to any unauthorized use of property.

16. PUBLIC DISCLOSURE: All MCD records, including deeds, leases, permits and all related correspondence, will be considered public records and shall be available for public use and disclosure.

17. INSPECTION OF RECORD: MCD, at any time during the Grantee's normal business hours, retains the right to review any or all records related to the farming activities under the terms of this Permit.

18. COMPLIANCE WITH LAWS: The Grantee AGREES that MCD property is not to be used or occupied for any unlawful purpose. All use of MCD property will comply with all laws, ordinances, rules, regulations, requirements, and orders of the United States of America, the State of Ohio, and of all governmental authorities or agencies, including, without limitation, all bureaus, boards or officials thereof respecting said premises and the use and occupation thereof.

19. PERMIT FEE: A Permit Fee of **XXX (\$XXXX.00) Dollars** will be required based on the following.

Administrative Fee	-	\$150.00
Annual Use Fee	-	\$150.00 per acre (Per bid amount)

I, THE GRANTEE OR AUTHORIZED REPRESENTATIVE FOR SAID GRANTEE, IN EXCHANGE FOR SUCH USE AS DEFINED WITHIN THIS PERMIT, DO HEREBY ACKNOWLEDGE ACCEPTANCE OF ALL TERMS AND CONDITIONS AS STATED WITHIN THIS PERMIT:

Date: _____

By: _____
Name, Grantee

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AS AUTHORIZED REPRESENTATIVE FOR MCD I DO HEREBY GRANT APPROVAL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PERMIT, TO USE MCD PROPERTY FOR SUCH USE AS DEFINED WITHIN THIS PERMIT:

THE MIAMI CONSERVANCY DISTRICT

Date: _____

By: _____
Donald P. O'Connor, Chief Engineer

Any questions concerning this Permit or the use of MCD property shall be directed to the **MCD PROPERTY ADMINISTRATOR** Roxanne Farrier at (937) 223-1278, ext. 3230.

MCD CARETAKER: XXXX at (937) XXX-XXXX (office) or (937) 414-XXXX (cell).

After hours call **Operations & Maintenance Manager** Ben Casper at (937) 414-7043.

GRANTEE'S CONTACT PERSON: Grantee Name (513 / XXX-XXXX)