



*Our Regions Water. Protecting. Preserving. Promoting.*

**REQUEST FOR PROPOSAL  
MCD RADABAUGH ROAD FARM GROUND  
FOR YEARS (2018-2019)**

**INSTRUCTION**

Your written proposal is requested for: Farm Ground Rent (2018-2019). Proposal shall be received at Miami Conservancy District (MCD) office, 38 East Monument Avenue, Dayton, OH 45402 via delivery or mail no later than: 2:00PM on Friday, March 30, 2018. Postmarks shall not be accepted.

Envelopes shall be sealed and plainly marked: Farm Ground Rent (2018-2019). All proposals received will remain sealed and will be opened immediately following the deadline.

**PROPOSAL FORM**

Use the official proposal form format provided by MCD. To submit a proposal, prospective tenant farmers shall complete the blanks of the official proposal form with the necessary information representing the terms of his/her/their proposal. Farmers have the option to be present at the opening of the Proposals but it is not required. MCD reserves the right to waive technical defects, as the interest of MCD requires.

Contact Roxanne Farrier by written correspondence or via email ([rfarrier@mcdwater.org](mailto:rfarrier@mcdwater.org)) with any questions about this proposal document no later than 5:00PM on March 26, 2018. Any changes will be distributed and posted on our website at [www.mcdwater.org](http://www.mcdwater.org). **All parties providing a proposal are responsible for checking this site for any additional information. Any addendums posted on the website shall be acknowledged in the proposal response.**

MCD will base its selection on its opinion of the highest and best proposal received for the entire farm acreage rather than for individual fields. MCD reserves the right to reject any and all proposals and to waive any irregularities in the proposal process. MCD also reserves the right to contract with the next highest and best proposal if the first-ranked proposal fails to make the initial payment and/or enter into an agreement (MCD Farm Permit) within ten (10) days of the notice of the award.

MCD employees are not eligible to provide a proposal.

Optional site visit will be available on Monday, March 19, 2018 (weather permitting) by contacting Roxanne Farrier at (937) 223-1278, ext. 3230 or by email at [rfarrier@mcdwater.org](mailto:rfarrier@mcdwater.org).

## PROPERTY DESCRIPTION

The farm ground, approximately 128 acres, is located in Lemon and Madison Township, Butler County, Ohio along Radabaugh Road as follows and as shown on Exhibit "A" included in this document:

### Tract I

Approximately **9 acres**, (MCD Parcel No. 1632) is located in Range 4, Town 1, Section 2, Lemon Township, Butler County, Ohio (County Parcel C1710019000021) and more specifically located south of Oxford State Road (SR 73) and east of the Great Miami River.

### Tract II

Approximately **32.7 acres**, (MCD Parcel No. 1575) is located in Range 4, Town 1, Section 4, Madison Township, Butler County, Ohio, (County Parcel E2310001000003) and more specifically located east of Radabaugh Road and west of the Great Miami River.

### Tract III

Approximately **67.2 acres**, (MCD Parcel No. 1575) is located in Range 4, Town 1, Section 4, Madison Township, Butler County, Ohio, (County Parcel E2310001000003) and more specifically located east of Radabaugh Road and west of the Great Miami River.

### Tract IV

Approximately **6.9 acres**, (MCD Parcel No. 1575) is located in Range 4, Town 2, Section 31, Madison Township, Butler County, Ohio, (County Parcel C1710017000005) and more specifically located east of Radabaugh Road and west of the Great Miami River.

### Tract V

Approximately **12.5 acres**, (MCD Parcel No. 1575) is located in Range 4, Town 1, Section 9, Madison Township, Butler County, Ohio, (County Parcel E2310006000013/14) and more specifically located east of Radabaugh Road and west of the Great Miami River.

This land shall be offered only on a cash rent per acre per year basis. The successful bidder shall be required to sign an agreement (MCD Farm Permit) for use of the property. See sample permit included with these documents.

The period of the permit shall be from April 1, 2018 through March 31, 2019. Both parties can agree to extend the permit in one (1) year increments for up to two (2) additional years.

Access to the site will require a key to the gate. There are no utility services on site.

A soil map of the fields is included in this Request for Proposal.

OFFICIAL PROPOSAL FORM

Complete the blanks in the form below, sign and date, please print or type. Then seal in an envelope, label, address and send to MCD such that the proposal will be delivered before the established deadline. For more information, see Instructions on page 1.

Landlord: The Miami Conservancy District, 38 East Monument Avenue, Dayton, Ohio 45402

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Farming experience: \_\_\_\_\_

Location of other farms: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I/we, the undersigned do hereby agree to enter into an agreement (MCD Farm Permit) to cash rent the property described in the attached MCD Farm Permit from April 1, 2018 to March 31, 2019. Rent to be as follows:

Tract I: = \$ \_\_\_\_\_

Tract II: = \$ \_\_\_\_\_

Tract III: = \$ \_\_\_\_\_

Tract IV: = \$ \_\_\_\_\_

Tract V: = \$ \_\_\_\_\_

PROPOSAL COMMITMENT

Potential tenant: \_\_\_\_\_  
(Please Print Name)

Address: \_\_\_\_\_

Phone and Email Address: \_\_\_\_\_

I/we submit the attached proposal and agree to enter into a contract (MCD Farm Permit) and make the necessary payment within ten (10) days of receipt of notice of award and acceptance of my/our proposal by MCD.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# EXHIBIT "A" Radabaugh Road Farm Ground



Tract (Area) I	9 Acres
Tract (Area) II	32.7 Acres
Tract (Area) III	67.2 Acres
Tract (Area) IV	6.9 Acres
Tract (Area) V	12.5 Acres

Acreages calculated are approximate only.

**The Miami Conservancy District**

**FARM PERMIT NO 17-XXXX-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 **FARMING** the following described premises:

**AREA I: Plant and Harvest Crop**

The property, approximately **9 acres**, ( MCD Parcel No. 1632) is located in Range 4, Town 1, Section 2, Lemon Township, Butler County, Ohio, (County Tax Code C1710019000021) and more specifically located south of Oxford State Road (SR 73) and east of the Great Miami River, as shown on the attached Exhibit "A".

**Proposed Crop:** \_\_\_\_\_  
(All crop changes MUST be pre-approved by MCD.)

**AREA II: Plant and Harvest Crop**

The property, approximately **32.7 acres**, ( MCD Parcel No. 1575) is located in Range 4, Town 1, Section 4, Madison Township, Butler County, Ohio, (County Tax Code E2310001000003) and more specifically located east of Radabaugh Road and west of the Great Miami River, as shown on the attached Exhibit "A".

**Proposed Crop:** \_\_\_\_\_  
(All crop changes MUST be pre-approved by MCD.)

**AREA III: Plant and Harvest Crop**

The property, approximately **67.2 acres**, ( MCD Parcel No. 1575) is located in Range 4, Town 1, Section 4, Madison Township, Butler County, Ohio, (County Tax Code E2310001000003) and more specifically located east of Radabaugh Road and west of the Great Miami River, as shown on the attached Exhibit "A".

**Proposed Crop:** \_\_\_\_\_  
(All crop changes MUST be pre-approved by MCD.)

### **AREA IV: Plant and Harvest Crop**

The property, approximately **6.9 acres**, ( MCD Parcel No. 1575) is located in Range 4, Town 2, Section 31, Madison Township, Butler County, Ohio, (County Tax Code C1710017000005) and more specifically located east of Radabaugh Road and west of the Great Miami River, as shown on the attached Exhibit "A".

**Proposed Crop:** \_\_\_\_\_  
(All crop changes MUST be pre-approved by MCD.)

### **AREA V: Plant and Harvest Crop**

The property, approximately **12.5 acres**, ( MCD Parcel No. 1575) is located in Range 4, Town 1, Section 9, Madison Township, Butler County, Ohio, (County Tax Code E2310006000013/14) and more specifically located east of Radabaugh Road and west of the Great Miami River, as shown on the attached Exhibit "A".

**Proposed Crop:** \_\_\_\_\_  
(All crop changes MUST be pre-approved by MCD.)

### **ALSO**

The right to use, maintain and remove the following.

1 – **Existing Shared use dirt ROAD** for access to the fields.

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 farmed in accordance with accepted farming practices and procedures subject to the following:

The Conservation plan, as required below, will establish the setback for farming limits of the river channel or major tributary.

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

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

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

Herbicide and insecticide applications must conform to recommendation of the manufacturer or County Agriculture Agent and be administered by a certified applicator.

The Grantee must follow and comply with all components of all laws pertaining to handling and application of biosolids. The conservation plan, as required below, will establish any permitted land application of biosolids. MCD may establish other requirements for land application of biosolids.

The Grantee must provide and comply with a comprehensive nutrient management plan.

**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, 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 **one (1) crop season, beginning April 1, 2018 and ending March 31, 2019**. Written MCD approval MUST be acquired prior to planting any crop, which would not be harvested within the above designated crop season.

**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.



c. Harvesting of all existing crops will be permitted subject to MCD requirements.

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

All planted crops may be harvested at no expense to MCD. If the Grantee or its agent does not desire to harvest any crops located on MCD property, MCD may choose to harvest the crop and will be entitled to all compensation acquired.

**7. RESTORATION:** In the event of Permit termination or if any part of the property will no longer be farmed, 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**

MCD is to be insured in an amount not less than **One Million (\$1,000,000) Dollars**, 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 verification of liability coverage naming "**The Miami Conservancy District**" as an additional insured for an amount of not less than **One Million (\$1,000,000) Dollars**. The Grantee AGREES to provide MCD a copy of a certificate of liability verifying that MCD has been named 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 (**Based on Proposal**), will be required prior to issuance of the Permit.

Administrative Fee	-	\$150.00
Annual Use Fee	-	\$Based on Proposal

If acreage is increased as a result of reduction in the setback limit, an additional fee will be required.

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: \_\_\_\_\_  
XXXXXX, Grantee

\* \* \* \* \*

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: \_\_\_\_\_  
Kurt A. Rinehart, 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:** Jake Hall at (937) 423-0531 (office) or (513) 465-5720 (cell)

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

# Soils Map

Date: 6/4/2013

Customer(s): RICK BAKER

District: Butler Soil and Water Conservation District

Legal Description: Tract: 1842 Farm: 2998

Field Office: HAMILTON SERVICE CENTER

Agency: NRCS/USDA

Assisted By: WILLIAM COOK



### Legend

- Ee
- EIB2
- Gn
- Pg
- Rh
- St
- W
- WbA
- WeA
- WeB



T1842\_Consplan\_2013








# Soils Map

Customer(s): RICK BAKER  
District: BUTLER SOIL & WATER CONSERVATION DISTRICT  
T-10637 F-3306

Field Office: HAMILTON SERVICE CENTER  
Agency: USDA-NRCS  
State and County: OH, BUTLER



## Legend

-  Go
-  St
-  T10637\_consplan\_2013

