

The Miami Conservancy District

STORAGE COMPENSATION AGREEMENT (_____)

Lockington Retarding Basin

In accordance with those property rights as acquired by the Miami Conservancy District (MCD), prior to the relocation and/or placement of any material on property located within the Lockington Retarding Basin, a Storage Compensation Agreement must be acquired from the Miami Conservancy District. The purpose of the Storage Compensation Agreement is to assure that the proposed placement of material will in no way reduce the storage capacity of the retarding basin.

Should you desire to obtain a Storage Compensation Agreement please complete this agreement and return it, along with the required Administrative Fee of One Hundred and Fifty (\$150.00) Dollars, to the Miami Conservancy District, 38 East Monument Avenue, Dayton, Ohio 45402.

PROPERTY OWNER

(Please print all information requested except signatures)

Legal Name of Property Owner(s): _____

Mailing Address: _____

City: _____ Zip: _____

Ph: () _____ Cell: () _____ Fax: () _____

Project Contact: _____

Ph: () _____ Cell: () _____ Fax: () _____

PURPOSE

I HEREBY REQUEST PERMISSION TO RELOCATE AND/OR PLACE MATERIAL ON THE FOLLOWING PROPERTY LOCATED WITHIN THE LOCKINGTON RETARDING BASIN FOR THE FOLLOWING PURPOSE(S):

* Fill material is to be used for no other purpose without express written consent by MCD.

PLACEMENT OF FILL MATERIAL

<u>County Parcel (s)</u>	<u>Estimated Amount of Fill</u>	<u>Actual Amount of Fill</u>
_____	_____ Cubic Yards	_____ Cubic Yards
_____	_____ Cubic Yards	_____ Cubic Yards
_____	_____ Cubic Yards	_____ Cubic Yards
_____	_____ Cubic Yards	_____ Cubic Yards
_____	_____ Cubic Yards	_____ Cubic Yards
_____	_____ Cubic Yards	_____ Cubic Yards
_____	_____ Cubic Yards	_____ Cubic Yards
_____	_____ Cubic Yards	_____ Cubic Yards

COMPENSATION COMMITMENT

The Grantee AGREES to provide verification of Storage Compensation as required by the Miami Conservancy District prior to the relocation and/or placement of fill material on any property located within the Lockington Retarding Basin. Furthermore, to assure that the proposed project will not reduce the storage capacity of the Lockington Retarding Basin, the Grantee AGREES, within six (6) months of reaching maximum fill capacity, to complete one or more of the following options.

[] **RELOCATION OF MATERIAL:** ALL material used for the project will be relocated from another area within the same property located below elevation 938.0.

AND/OR

[] **REMOVAL CERTIFICATION:** Within sixty (60) days of project completion ALL excavated material will be removed from the Lockington Retarding Basin. **Please provide information regarding the property where the removed material is to be placed:**

Address: _____

County Parcel: _____

Location: _____

Owner's Name: _____ Ph: () _____

As property owner of the above-referenced property I do hereby authorize the amount of material, as designated within this Agreement, to be relocated to, and placed on, the above-referenced property.

Date

Owner's Signature

AND/OR

[] **REPLACEMENT VERIFICATION:** An equal amount of material has or will be removed from the following described property located within the Lockington Retarding Basin. **Prior to the placement of any material as authorized within this Agreement** the Grantee will provide MCD an easement prohibiting the future placement of any material within the area as described in the easement.

Address: _____

County Parcel: _____

Location: _____

Contact's Name: _____ Ph: () _____

ACCEPTANCE

I, THE GRANTEE OR AUTHORIZED REPRESENTATIVE FOR SAID GRANTEE, DO HEREBY CLAIM LEGAL OWNERSHIP TO ALL PROPERTY UPON WHICH FILL MATERIAL IS TO BE PLACED. FURTHERMORE, I AGREE TO COMPLETE THE PLACEMENT OF ALL FILL MATERIAL IN COMPLIANCE WITH ALL TERMS AND CONDITIONS AS STATED WITHIN THIS AGREEMENT INCLUDING EXHIBIT "A".

Date: _____

Signature of Property Owner or Authorized Representative

* * * * *

REGULATORY COMPLIANCE

The relocation and/or placement of all material must conform to, and obey, all present and future laws, ordinances, rules, regulations, requirements, and orders of the United States of America, the State of Ohio, and all other governmental authorities or agencies, including, without limitation, all bureaus, boards or officials thereof respecting the placement of any fill material. **Prior to submitting this application, to assure that the proposed relocation and/or placement of material is in compliance with local zoning requirements, the following authorization must be obtained.**

I DO HEREBY ACKNOWLEDGE THAT THE RELOCATION AND/OR PLACEMENT OF FILL MATERIAL, FOR THOSE PURPOSES AS DESCRIBED WITHIN THIS AGREEMENT, REMAINS IN COMPLIANCE WITH ALL LOCAL ZONING REGULATIONS.

Date: _____

Authorized Zoning Official

City / Twp: _____

Name: _____

County: _____

Title: _____

PROJECT AUTHORIZATION

AS AUTHORIZED REPRESENTATIVE FOR THE MIAMI CONSERVANCY DISTRICT I DO HEREBY GRANT APPROVAL, SUBJECT TO THOSE SPECIAL TERMS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THIS AGREEMENT, INCLUDING EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS AGREEMENT, TO RELOCATE AND/OR PLACE ADDITIONAL MATERIAL ON THAT PORTION OF PROPERTY AS DESCRIBED WITHIN THIS AGREEMENT.

THE MIAMI CONSERVANCY DISTRICT

Date: _____

By: _____
Roxanne H. Farrier, Property Administrator

* * * * *

FINAL PROJECT APPROVAL

THE MIAMI CONSERVANCY DISTRICT DOES HEREBY ACKNOWLEDGE THAT THE PLACEMENT OF MATERIAL WITHIN THE LOCKINGTON RETARDING BASIN, AS SPECIFIED WITHIN THIS AGREEMENT, HAS BEEN SATISFACTORILY COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING EXHIBIT "A" ATTACHED HERETO.

THE MIAMI CONSERVANCY DISTRICT

Date: _____

By: _____
Roxanne H. Farrier, Property Administrator

MCD CARETAKER: Gordon Tron (937) 778-3070 (office) or (937) 405-7378 (cell)

Any questions concerning this application please contact the MCD Property Department at (937) 223-1278, ext. 3230.

EXHIBIT "A"

THIS AGREEMENT IS GRANTED SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND RESTRICTIONS

1. **PROJECT APPROVAL**: Prior to the placement of any material, should MCD determine it necessary, the Grantee AGREES to submit detailed plans of the proposed development for final approval.
2. **FAILURE TO IMPLEMENT PROJECT**: Should the Grantee fail to implement the approved project **within One (1) year** of the effective date of this Agreement, the Agreement will terminate. If additional time is required to implement the project the Grantee AGREES to submit a written request to MCD asking for an extension.
3. **BUILDING RESTRICTION**: The placement of any material below the minimum building elevation **933.0** for the purpose of creating a building site is prohibited.
4. **REGULATORY COMPLIANCE**: The Grantee AGREES to conform to and obey all present and future 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 the placement of any material as authorized within this Agreement.
5. **RIGHTS OF INSPECTION**: MCD shall, during normal working hours, have the right to enter upon the Grantee's property for the purpose of monitoring and controlling the placement of any material as authorized within this Agreement. In the event the Grantee is notified of any failure to comply, the Grantee AGREES to promptly take the corrective action indicated. In the event the Grantee fails to take the corrective action indicated within the time specified, MCD may forthwith revoke this Agreement. **PROVIDED, HOWEVER that sixty (60) days notice**, in writing, will be given to the Grantee at its last known address shown on the records of MCD before such termination becomes effective.
6. **RELEASE OF LIABILITY CLAUSE**: The Grantee herein releases MCD, 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 the temporary storage of floodwater within the retarding basin.
7. **ADMINISTRATIVE FEE**: Prior to issuance of this Agreement an Administrative Fee of **One Hundred and Fifty (\$150.00) Dollars** will be required. As the material is to be located on property owned by the Grantee, MCD will require no additional fees.
8. **COMPENSATION VIOLATION**: **Within ten (10) days** of written notification the Grantee AGREES to correct any compensation violations as identified by MCD. Should the violation not be resolved within ten (10) days, the Grantee AGREES to pay MCD a daily Violation Fee of **Twenty-Five (\$25.00) Dollars** until the violation has been resolved as approved by MCD.

9. **FINAL INSPECTION**: Within forty-eight (48) hours of project completion regarding the relocation and/or placement of any material the Grantee AGREES to notify the MCD Caretaker, as identified on the last page of the Agreement, for final inspection.
10. **TERM OF AGREEMENT**: Upon project completion, provided all compensation requirements has been met and there are no remaining violations, this Agreement will terminate. The agreement will continue to remain a permanent record of MCD as evidence to the work completed within the Lockington Retarding Basin.
11. **VERIFICATION**: Within thirty (30) days of project completion the Grantee AGREES to provide MCD documentation verifying both the amount of fill placed within the Retarding Basin and the amount of Compensation provided.
12. **UNCOMPENSATED FILL**: At no time during the project shall the amount of uncompensated fill material exceed 500 cubic yards unless approved in writing by MCD.
13. **ADDITIONAL FILL**: No fill material, accept as authorized within this agreement, is to be located anywhere on the property at an elevation below the spillway elevation of Lockington Dam (938.0) without prior written MCD approval.