

## Mitigation Agreement

This Mitigation Agreement is entered into at LaGrange, Ohio, the \_\_\_\_ day of \_\_\_\_\_, 2018, between the North Coast Regional Council of Park Districts ("NCRCPD") and \_\_\_\_\_ ("Client").

### RECITALS

- A. The NCRCPD was organized to plan, develop and promote the restoration and rehabilitation of wetlands and has developed the Reuthinger Wetland Mitigation Bank, located in Wood County, Ohio, with grant funding from the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) for use by USDA program participants.
- B. Mitigation for impacts to wetlands can be located at mitigation banks, such as the Reuthinger Wetland Mitigation Bank, subject to approval by the NRCS on a project specific basis under the Wetland Conservation Provisions of the Food Security Act, as amended, (16 U.S.C. §3801 et seq.)
- C. The Client desires to provide for the restoration of wetlands at the Reuthinger Wetland Mitigation Bank to be considered by the NRCS as fulfilling the Client's mitigation requirement pursuant to the Wetland Conservation Provisions of the Food Security Act, as amended.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Client and the NCRCPD agree to be bound by the following terms and conditions.

### PROVISIONS

#### 1. General Provisions

A. The Client will complete Attachment 1 locating the farm tract(s), and describing the wetland impacts and mitigation requirements for which the Client requests that mitigation be provided by the NCRCPD at its Reuthinger Wetland Mitigation Bank. An executed copy of this Mitigation Agreement, Attachment 1 and the mitigation credit fee should be returned to NCRCPD at the address set forth at the end of this Mitigation Agreement. The Client agrees that the NCRCPD has the right to substitute a revised Attachment 1 based on any necessary corrections to wetland impacts or the actual acres mitigated.

B. The mitigation credit fee paid by the Client shall be held by the NCRCPD in a separate fund in accordance with the terms and conditions of the NRCS Grant Award for activities associated with the development and operation of the Reuthinger Wetland Mitigation Bank.

#### 2. Obligations of the Client

A. Pursuant to the wetland conservation provisions of the Food Security Act, as amended, and the regulations promulgated by the USDA, the Client is obligated to mitigate for wetland impacts at its farm tract(s) as more specifically described in Attachment 1. In order to mitigate for these impacts to maintain compliance with the Food Security Act, the Client hereby provides for the restoration, monitoring and maintenance of wetlands as set forth herein.

B. The NCRCPD will apply the Client's mitigation credit fee to fund the restoration, monitoring and maintenance of wetlands at the Reuthinger Wetland Mitigation Bank. The Client hereby agrees to pay to NCRCPD in consideration for its restoration of wetlands at the Reuthinger Wetland Mitigation Bank the sum set forth in Attachment 1.

C. Client shall have no other obligation for future payments for the restored wetlands to maintain compliance with the Food Security Act.

3. Obligations of the North Coast Regional Council of Park Districts

A. The NCRCPD will restore wetlands at the Reuthinger Wetland Mitigation Bank in accordance with the MBI (Mitigation Bank Instrument) effective April 10, 2018, and will monitor and maintain the restored habitats in accordance with the MBI. All restored habitats will be integrated into the NCRCPD member district's county park system, in this case, that of Wood County Park District.

B. In consideration of the payment by the Client of the mitigation credit fee set forth in Attachment 1, the NCRCPD hereby agrees to restore wetlands at its Reuthinger Wetland Mitigation Bank. The NCRCPD shall have sole responsibility to provide for the restoration and the monitoring and maintenance of the wetlands as provided herein and in the MBI.

C. The NCRCPD will provide an annual credit ledger to NRCS. The ledger will identify the Client, credits purchased, farm tract number, location (county and Hydrologic Unit Code) and the acres of impacted wetlands mitigated pursuant to this Mitigation Agreement. In addition, the NRCS will be supplied with annual monitoring reports for five (5) years documenting the development of the restored wetland habitats.

D. The Client may submit the executed copy of this Mitigation Agreement to the NRCS to document its commitment to mitigate for permanent impacts to wetlands in accordance with the Food Security Act.

IN WITNESS WHEREOF, the parties hereto have executed this Mitigation Agreement on the date and year first written above.

CLIENT: \_\_\_\_\_  
(Please print Client Name)

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

Title (if applicable): \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

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

NORTH COAST REGIONAL COUNCIL OF PARK DISTRICTS

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Make Check Payable To: NCRCPD

Mail To: Neil Munger, Secretary, NCRCPD  
C/o Wood County Park District  
18729 Mercer Road  
Bowling Green, Ohio 43402  
Telephone: (419) 353-1897  
Telecopy: (419) 353-7765  
Email: [nmunger@wcparks.org](mailto:nmunger@wcparks.org)

**ATTACHMENT 1  
TO BE COMPLETED BY CLIENT**

<u>Description</u> Name of Landowner				
Location of Landowner's Farm Tract(s)	Street address; Township and County; Farm Tract(s) Designation			
Impacts to Wetlands (in acres):	HUC Code:			
	Category 1	Category 2	Category 3	Total
Forested:				
Nonforested:				
Wetland Impact Totals:				
<u>Mitigation Requirements</u> Wetland Mitigation (in acres, round up to nearest 1/10 acre).	Amount of mitigation specified by NRCS representative:			
<u>Mitigation Costs</u> Wetland Mitigation @ \$____ per acre times acres required.				
<u>Mitigation Site</u>  <input type="checkbox"/> Reuthinger Wetland				
<u>Mitigation Credit Fee</u> \$_____ times specified amount				
<u>Client's Name, Address, Telephone and Email:</u>				
<u>NRCS Representative's Name, Address, Telephone and Email:</u>				