



REQUEST FOR PURCHASE OF WETLAND MITIGATION CREDITS
School Springs Stream and Wetland Mitigation Bank - LRC-2017-00500

INSTRUCTIONS: **COMPLETE PAGES 1 AND 2 AND SUBMIT TO THE INTERNAL SALES REVIEW TEAM AS INDICATED BELOW.**

This request is made pursuant to Policy #7.02.09, the Mitigation Bank Credit Sales Policy, within the Land Preservation and Natural Ecosystem Management policies of the Comprehensive Administrative Policy and Procedure Manual of the McHenry County Conservation District, and

Resolution #21-59, establishing the pricing on the School Springs Stream and Wetland Mitigation Bank Credits for FY 2022 as follows:

*\$96,000 per acre of wetland credit, and
\$600 per linear foot for stream credit.*

TO: Internal Sales Review Team
C/O Director of Land Preservation and Natural Resources
McHenry County Conservation District
7210 Keystone Road, Richmond, IL 60071
ecollins@mccdDistrict.org

FROM: *(Information MUST include names of all individuals with more than a 7 ½ % beneficial interest in the entity or organization purchasing credits. Attach additional pages if needed.)*

CONTACT INFORMATION: *(representative's name, address, phone number and/or email address.)*

PROJECT NAME AND USACE PERMIT NUMBER FOR WHICH THE CREDITS ARE TO BE UTILIZED:

WETLAND ACREAGE (OR STREAM FEET) IMPACTED: _____

ISOLATED YES/NO: _____

RATIO: _____

TYPE OF CREDITS REQUESTED FOR PURCHASE (*wetland or stream*): _____

TOTAL QUANTITY OF CREDIT UNITS (*acres for wetland or linear feet for stream*): _____

PRICE TO BE PAID PER APPLICABLE TYPE OF CREDIT PER UNIT (*U.S. dollars per acre of wetland credit or U.S. dollars per linear foot of stream credit*): _____

The undersigned hereby certifies that the information contained herein is true, complete and correct and represents the intent to purchase the mitigation credits described at the price(s) stated in this form, as completed, and that it is being made voluntarily as a duly authorized representative of the individual, entity or organization named above.

It is understood that this information will be reviewed by the Sales Review Team and if the request is deemed to be in the District's best interest to consider, it will be presented to the Board of Trustees through the Executive Director with a recommendation for action.

It is further understood and agreed that in the event the terms contained in this request, or other such terms as may be mutually agreed, are determined to be acceptable to the District's Board of Trustees that an *AGREEMENT FOR PURCHASE OF WETLAND MITIGATION CREDITS* (the Agreement), in the form attached hereto for reference purposes only, will be completed according to the applicable terms and that said Agreement shall be executed by the parties as soon as reasonably practical and shall govern the consummation of the intended transaction.

SIGNATURE: _____

DATE: _____

PRINTED NAME AND TITLE: _____



AGREEMENT FOR PURCHASE OF WETLAND MITIGATION CREDITS

Agreement Number:

This agreement made to become effective as of the (day, month, year) by and between the McHenry County Conservation District (hereinafter "District"), the owner of the School Springs Wetland Mitigation and Stream Bank and (insert name of purchaser) (hereinafter "Buyer"). The site (insert name of site needing mitigation) is located at (insert location of site needing mitigation). A ratio of (insert ratio used) was set by (insert entity setting ratio) and is used as the basis for the sale.

WHEREAS, the Chicago District of the U.S. Army Corps of Engineers (hereinafter COE), United States Environmental Protection Agency (hereinafter EPA) and the U.S. Fish and Wildlife Service (hereinafter the FWS) have entered into an Interagency Coordination Agreement on Wetland and Stream Mitigation Banking within the regulatory boundaries of the Chicago District, Corps of Engineers (hereinafter ICA) providing for the issuance of general permits in northeastern Illinois to establish wetland and stream mitigation banks to mitigate impacts to specific waters of the United States. The COE, the EPA and the FWS are hereinafter collectively referred to as the Federal Regulatory Agencies. The ICA is incorporated into this agreement by reference; and

WHEREAS, the ICA provides for the issuance of permits to the public agencies in northeastern Illinois and certification of wetland and stream banks owned by such public agencies and authorization of the use of said wetland and stream mitigation bank sites; and

WHEREAS, the District has received certification of a wetland and stream mitigation bank in certain areas of northeastern Illinois (hereinafter School Springs Wetland and Stream Mitigation Bank) in accordance with the ICA and the general permit issued in connection with said ICA (hereinafter General Permit); and

From School Springs Stream and Wetland Mitigation Bank

revised April-2020

Instrument Page 70 of 87

WHEREAS, Buyer desires to commit to the purchase of wetland credits and/or stream mitigation credits (hereinafter credits) from School Springs wetland and Stream Mitigation Bank in accordance with the terms of the Agreement for property known as (insert site) covered by Corps of Engineers permit number (insert permit number).

Now, therefore, in consideration of the mutually binding covenants of the parties, it is agreed as follows:

1. The District has constructed and will monitor the Schools Springs Wetland and Stream mitigation Bank in accordance with the terms of the ICA and the General Permit.

2. The District agrees to sell and Buyer agrees to purchase Credits as follows:

a. Total Credits Purchased:

i. Acres Impacted:

ii. Ratio:

b. Price per Acre:

c. Total Purchase Price

d. Agency Permit Number:

e. Mitigation Bank: Schools Springs Wetland and Stream Mitigation Bank

The above figures and ratio have been agreed to by the (insert entity name) based upon impacts on a wetland and the ratio of mitigation has been set as listed.

The District represents and warrants that the District has, pursuant to the Permit, more than ____ acres of wetland mitigation credits available for sale from the School Springs Wetland and Stream Mitigation Bank. Buyer shall have no obligation to perform any of the responsibilities of the Seller, or satisfy any other obligations of Seller now or hereafter as forth by the COE in the development and maintenance of the Bank.

It is understood and acknowledged that this Agreement constitutes an irrevocable commitment by Buyer to purchase and an irrevocable commitment by the District to sell credits for the number of acres at the purchase price listed above. It is expressly understood that the ratio stated above indicates a purchase of credits for a project within the (insert watershed).

3. Buyer acknowledges and understand that, in reliance upon Buyer's commitment under this Agreement, the District has expended substantial sums in connection with the formation and construction of the School Springs Wetland and Stream mitigation Bank. Full payment is

From School Springs Stream and Wetland Mitigation Bank

revised April-2020

instrument Page 71 of 87

required for the purchase prior to the issuance of the Credit Sales Form to the Corps noting that the sale is complete and that the School Springs Wetland and Stream Mitigation Bank has no objection to the issuance of the permit. Said Credit Sales Form shall be in the form and substance set forth in **Exhibit A**, attached to and made a part hereof.

The payment for the credits shall accompany the return of this signed Agreement to the District with a cashier's check made in favor of:

McHenry County Conservation District
18410 U.S. Highway 14
Woodstock, Illinois 60098

4. By execution of this Agreement, Buyer agrees to comply with all rules and regulations of the regulatory bodies in connection with the Credits purchased pursuant to the Agreement including, but not limited to, the rules and regulations of the Individual Permit Program, or the nationwide Permit Program as promulgated by the Corps. In addition, the Buyer agrees to allow the CORPS or its authorized agents to make periodic inspections at any time deemed necessary in order to insure that the activity being performed under the authority granted to the Buyer is in accordance with the terms and conditions of Corps rules, regulations and requirements.

5. The rights of the Buyer under this Agreement shall not be assigned, conveyed, transferred, pledged, encumbered or in any way restricted without prior written consent of the District and, to the extent required under the rules, regulations and policies the in effect, without prior written approval of the Corps and other regulatory agencies.

6. All notices to the parties pursuant to this Agreement shall be personally delivered, sent by facsimile transmission or sent by certified mail, return receipt requested, to the following address:

McHenry County Conservation District
18410 U.S. Highway 14
Woodstock, Illinois 60098

If to the (insert Buyer's name):

Buyer Address:

7. This Agreement shall inure to the benefit of and be binding upon the parties and their representative successors, representatives and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first written above.

From School Springs Stream and Wetland Mitigation Bank

revised April-2020

Instrument Page 72 of 87

McHenry County Conservation District:

District

By: _____

(Insert Name)

Date

Buyer:

(Insert Buyer's Name)

By: _____

(Insert Name)

Date



Exhibit A

Mitigation Bank Credit Sales Form

1. Mitigation Bank Name: School Springs Stream and Wetlands
2. Mitigation Bank Phase(s) to be Debited (if applicable): _____
3. Mitigation Bank Corps Permit Number: LRC-2017-00500
4. Entity Purchasing Bank Credits: _____
 - a. Name: _____
 - b. Address: _____
 - c. Telephone: _____ Email: _____
5. Sales Credit Applied to US Army Corps of Engineers Permit Authorization:
 - a. Permit Number: _____
 - b. Wetland acreage (or stream feet) Impacted: _____
 - c. Credits Purchased in Acres or Feet: _____
 - d. Uncertified Credit Sale: Certified Credit Sale: _____
6. Bank Credit Sale Applied per Other Agency Requirement (if applicable):
 - a. Agency Name: _____
 - b. Telephone: _____ Email: _____
 - c. Agency Permit Number: _____
 - d. Acreage Impacted: _____ Isolated Yes/No: _____
 - e. Credits Purchased in Acres: _____
 - f. Uncertified Credit Sale: _____ Certified Credit Sale: _____
7. Remaining Ledger Balance: Uncertified: _____ Certified: _____

*From School Springs Stream and Wetland Mitigation Bank
Instrument Page 74 of 87*

revised April-2020

Statement of Verification:

The undersigned certifies and verifies under penalty of perjury pursuant to 29 U.S.C. §1746 that payment for wetland mitigation credits has been received by **McHenry County Conservation District** as described above and requests that said credits be deducted from the above named bank ledger (and phase, if appropriate) under U. S. Army Corps of Engineers Permit Number LRC-2017-00500.

BANKER: McHenry County Conservation District DATE: _____

BY: _____

TELEPHONE: 815.678.4532 EMAIL: ecollins@mccdDistrict.org