

**AGREEMENT
BETWEEN THE GIRL SCOUTS OF NORTHERN ILLINOIS, INC. AND THE COUNTY OF MCHENRY
FOR WETLAND MITIGATION CREDITS
UNION ROAD BRIDGE**

This Agreement made to become effective as of the 19th day of February, 2019 by and between Girl Scouts of Northern Illinois, Inc., an Illinois nonprofit corporation (hereinafter “GS”) and McHenry County Division of Transportation (hereinafter “Buyer”).

WHEREAS, the Chicago District of the Army Corps of Engineers (hereinafter “COE”), United States Environmental Protection Agency, and United States Fish and Wildlife Services (hereinafter collectively “Federal Regulatory Agencies”) have entered into a January, 1997 Interagency Coordination Agreement on Wetland Mitigation Banking Within the Regulatory Boundaries of the Chicago District, Corps of Engineers (hereinafter “ICA”) providing for the issuance of general permits in northeast Illinois to establish wetland mitigation banks to mitigate for the filling, flooding, excavating or draining of specific water of the United States; and

WHEREAS, McHenry County, Illinois has adopted a stormwater ordinance (adopted January 20, 2004 and subsequently amended) regulating wetlands not regulated by the COE or other agencies or departments of the federal government. The COE, McHenry County and any other governmental body having authority over destruction, mitigation or maintenance of wetlands (as they may be defined by such bodies) are collectively referred to herein as the “Regulatory Agencies”; and

WHEREAS, said ICA and the McHenry Co. ordinance and/or regulation both provide for the issuance of permits to the general public in northeast Illinois and certification of wetland banks owned by privately held Illinois corporations and authorization of the use of said mitigation banks; and

WHEREAS, GS received a permit (LRC-1999-9271, previously 199900612) (the “Permit”) from the Department of the Army, Corps of Engineers, in cooperation with the United States Fish and Wildlife Service, Chicago Metro Office and the United States Environmental Protection Agency, Region 5 for the development of the Girl Scouts – Sybaquay Council Wetland Mitigation Bank (the “GS Mitigation Bank”) in McHenry County, Illinois; and

WHEREAS, Buyer desires to purchase 1.08 wetland mitigation credits (hereinafter “Credits”) from the GS Mitigation Bank in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutually binding covenants of the parties, it is agreed as follows:

1. GS has constructed and will monitor the GS Mitigation Bank in accordance with the standards and guidelines contained in the ICA and the Permit.
2. GS agrees to sell and Buyer agrees to purchase Credits as follows:
 - a. Price Per Acre: \$120,000.00
 - b. Acres Impacted by Buyer 0.18 acres
 - c. Credits needed 1.08
 - a*c Total Purchase Price: \$129,600.00
 - Location: Sybaquay Mitigation Bank
3. Buyer shall deposit with Land and Water Resources, Inc. ("LWR"), GS' agent for the consummation of this transaction, the sum of 20% of the Total Purchase Price upon the execution of this Agreement, to be held by LWR in a separate escrow account, as earnest money pursuant to the terms of this Agreement.
4. Buyer agrees to supply such additional information as requested by Regulatory Agencies as such may be necessary for the prompt and expeditious processing of Buyer's application for destruction and/or impairment of existing wetlands and mitigation of such activity through the purchase of the Credits. Payment of the purchase price, less the deposit set forth above, shall be due and owing upon notice from COE that COE has authorized Buyer's proposed activity in compliance with the terms of the ICA (hereinafter "COE Approval Notice").
5. By execution of this Agreement, GS and Buyer agree to comply with all rules and regulations of the Regulatory Agencies in connection with the Credits purchased pursuant to this Agreement including, but not limited to, the rules and regulations of the Nationwide Permit Program as promulgated by the COE. In addition, Buyer agrees to allow the Regulatory Agencies as may have jurisdiction, including COE or its authorized representative to make periodic inspections at any time deemed necessary in order to insure that the activity being performed under the authority granted to Buyer is in accordance with the terms and conditions of Regulatory Agency, including COE rules, regulations and requirements. These obligations shall survive the closing and transfer of Credits.
6. Neither GS nor Buyer shall have any obligation to perform their respective promises pursuant to the terms of this Agreement unless Buyer application for a permit to impair/destroy wetlands and provide mitigation therefore through the purchase of the Credits (the "Approval Notice") has been issued by COE or McHenry County, as the case may be, on or before December 15, 2017. Buyer shall file with COE, McHenry County or other Regulatory Agency as the case may be, such documentation necessary for such body to determine whether or not to issue the Approval Notice.

7. The closing of the sale of the Credits shall occur within fourteen (14) days after the issuance of the Approval Notice, but in any event, not later than December 15, 2017. At the closing, GS shall convey to Buyer the Credits free of liens, encumbrances and restrictions except as expressly provided for herein, e.g. the provisions of Section 5 above. The delivery of Credits to the Buyer shall be evidenced by the issuance of a certificate of Credit sale issued by GS, with a copy of the applicable GS credit ledger attached (the "Certificate"). GS shall file with the COE promptly following the closing a Mitigation Bank Credit Sales Form, as attached to the ICA as Appendix D and in the form attached hereto as Exhibit A, if applicable, or with McHenry County such documentation as it may require to document the sale of Credits. The Total Purchase Price shall be paid at the closing.
8. The rights of Buyer under this Agreement shall not be assigned, conveyed, transferred, pledged, encumbered or in any way restricted without prior written consent of GS and, to the extent required under rules, regulations and policies then in effect, without prior written approval of COE, McHenry County or other Regulatory Agencies, as the case may be.
9. 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:

If to GS: Land and Water Resources, Inc.
9575 West Higgins Road, Suite 801
Rosemont, Illinois 60018
Attention: Mr. John H. Ryan
Fax: 847-939-5214
Phone: 847-692-7170
Email: jryan@lawrinc.com

With copy to: Girl Scouts of Northern Illinois
200 New Bond St.
Sugar Grove, IL 60554
Attn: Fiona Cummings
Phone: 815-353-6420
Email: fcummings@girlscoutsni.org

If to Buyer: McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098
Attn: Mr. Joseph R. Korpalski, Jr., P.E.
Phone: 815-334-4960
Fax: 815-334-4989
Email: jrkorpalski@co.mchenry.il.us

If any such notice is given by personal delivery, said notice shall be effective upon the date of delivery. If any such notice is sent by facsimile transmission, said notice shall be effective as of the first business day following proper transmission of said notice. If any such notice is sent by certified mail, said notice shall be effective on the third business day following the date of mailing. The parties may change the address to which notices are to be sent under this Agreement by written notice to the other party.

10. All payments shall be made out to Girls Scouts of Northern Illinois. Payments shall be sent to Land and Water Resources, Inc.

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

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

GS:

GIRL SCOUTS OF NORTHERN ILLINOIS

By: _____
Fiona Cummings
Chief Executive Officer

Buyer:

MCHENRY COUNTY

By: _____
Jack D. Franks
County Board Chairperson

Project Name: Union Road Bridge Replacement

Permit #: MCDOT Section # 14-00431-00-BR

EXHIBIT A
Mitigation Bank Credit Sales Form



Mitigation Bank Credit Sales Form

1. Mitigation Bank Name: Girl Scouts Sybaquay Council Mitigation Bank
2. Mitigation Bank Phase(s) to be Debited (if applicable): NA
3. Mitigation Bank Corps Permit Number: 199900612
4. Names and Entity/Institution Purchasing Bank Credits: _____
 - a. Address: _____
 - b. Telephone: _____ Fax: _____
5. Sales Credit Applied to US Army Corps of Engineers Permit Authorization:
 - a. Permit Number: _____
 - b. Acreage Impacted: _____
 - c. Credits Purchased in Acres: _____
6. Sales Credit Applied per Other Agency Requirement (if applicable):
 - a. Agency Name: _____
 - b. Telephone: _____ Fax: _____
 - c. Permit Number: _____
 - d. Acreage Impacted: _____ Isolated Y/N: _____
 - e. Credits Purchased in Acres: _____
7. Uncertified Credit Sale: _____ Certified Credit Sale: _____

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 Land and Water Resources, Inc. as described above and requests that said credits be deducted from the above named bank ledger (and phase, if appropriate) under the aforementioned U. S. Army Corps of Engineers Permit Number.

BANKER: _____ DATE: _____