



359 Merrill Court, Libertyville, IL 60048

**Compensatory Wetland Mitigation Credit Purchase Agreement  
Donnelley Prairies and Oaks Wetland Mitigation Bank  
Libertyville Township, Lake County, Illinois**

THIS COMPENSATORY WETLAND MITIGATION CREDIT PURCHASE AGREEMENT ("Agreement") is made as of this 19th day of December, 2023, by and between Libertyville Township, a local unit of government in Illinois ("Seller") and County of DuPage-Division of Transportation ("Buyer").

**WHEREAS**, the Chicago District of the United States Army Corps of Engineers (hereinafter "USACE"), United States Environmental Protection Agency, and United States Fish and Wildlife Service (hereinafter collectively "Federal Regulatory Agencies") have signed the 2017 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 permits in northeast Illinois to establish wetland mitigation banks to mitigate for the unavoidable filling, flooding, excavating or draining of specific waters of the United States; and

**WHEREAS**, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the ICA and the Department of the Army permit issued in connection with said ICA, USACOE Permit No. LRC-2020-179 (hereinafter "Bank Permit"); and

**WHEREAS**, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the Lake County Watershed Development Ordinance and has received a permit (067302-2023); and

**WHEREAS**, Buyer requires a permit from the USACE for the Geneva Road bridge over the West Branch DuPage River project which will result in impacts to 0.146 acres of wetland which requires the purchase of 0.219 acres of compensatory wetland mitigation credits (hereinafter "Credits");

**WHEREAS**, Buyer desires to commit to the purchase 0.219 acres of Credits from the Donnelley Prairies and Oaks Wetland 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:



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1. Seller has constructed and will monitor the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of the ICA and Bank Permit.
2. Seller agrees to sell and Buyer agrees to purchase Credits as follows:
  - a) Price Per Credit: \$130,000.00
  - b) Acres Impacted 0.146
  - c) Mitigation Ratio: 1.5 to 1
  - d) Total Credits Purchased 0.219
  - e) Total Purchase Price \$28,470
  - f) Agency Permits USACE LRC-2019-0875
  - g) Mitigation Bank: Donnelley Prairies and Oaks Wetland Mitigation Bank
3. Buyer shall deposit with Libertyville Township, the sum of 20 % of the Total Purchase Price upon the execution of this Agreement, as earnest money pursuant to the terms of this Agreement.
4. Buyer agrees to supply such additional information as requested by Regulatory Agencies as may be necessary for the prompt and expeditious processing of Buyer's application for filling/dischARGE of dredge material 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 USACE that USACE has authorized Buyer's proposed activity in compliance with the terms of the ICA (hereinafter "USACE Approval Notice").
5. By execution of this Agreement, Seller 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 USACE. In addition, Buyer agrees to allow the Regulatory Agencies as may have jurisdiction, including USACE or its authorized representative to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed under the authority granted to Buyer is in accordance with the terms and conditions of Regulatory Agency, including USACE rules,



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regulations and requirements. These obligations shall survive the closing and transfer of Credits.

6. If within 90 days of the deposit, the Buyer has not paid the purchase price to Seller, at any time thereafter either party may terminate this agreement by written notice to the other party. The Agreement may be extended upon approval of both parties.
7. By execution of the Agreement, Seller and Buyer agree to comply with all rules and regulations of the regulatory agencies in connection with the Credits purchased pursuant to this Agreement.
8. The rights of Buyer under this Agreement shall not be assigned, conveyed, transferred, pledged, encumbered or in any way restricted without consent of Seller.
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 addresses:

If to Seller: Libertyville Township  
359 Merrill Court  
Libertyville, Illinois 60048  
Attention: Ms. Kathleen O'Connor  
Phone: 847-816-6800  
Email: [KOConnor@Libertyvilletownship.us](mailto:KOConnor@Libertyvilletownship.us)

With Copy to: Hey and Associates, Inc.  
26575 W. Commerce Drive, Suite 601  
Volo, Illinois 60073  
Attention: Mr. Jeffrey Mengler  
Phone: 815-451-8352  
Email: [jmengler@heyassoc.com](mailto:jmengler@heyassoc.com)

If to Buyer: County of DuPage, Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187  
Attention: Mr. William Eidson, PE, County Engineer  
Phone: 630-407-6900  
Email: [William.eidson@dupagecounty.gov](mailto:William.eidson@dupagecounty.gov)



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With Copy to: Patrick Engineering Inc.  
55 E. Monroe Street, Suite 3450  
Chicago, Illinois 60603  
Attention: Ms. Sophia Ahmed, PE  
Phone: 312-201-7908  
Email: [sahmed@patrickco.com](mailto:sahmed@patrickco.com)

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. 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.

**SELLER:**

**BUYER:**

Libertyville Township

County of DuPage, Division of Transportation

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

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

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

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

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

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