PURCHASE AGREEMENT FOR WETLAND MITIGATION CREDITS AT SEIGLER VALLEY WETLAND MITIGATION BANK

Lake County Department of Public Works;

FMAG HMGP Culvert Replacement No. 1

This MITIGATION CREDIT AGREEMENT (Agreement) is made and entered into this ____ day of ________, 2025, by and between Coast Range Wetlands, Inc. (a California corporation) ("Seller"), the owner of the Seigler Valley Wetland Mitigation Bank ("Bank"), and the Lake County Department of Public Works (Buyer").

WITNESSETH:

WHEREAS Purchaser, in conjunction with the Sacramento District U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency, has established a mitigation bank known as the "Seigler Valley Wetland Mitigation Bank" ("Bank") in Lake County, California, pursuant to the Clean Water Act (40-CFR Part 230).

WHEREAS, the purpose of the Mitigation Bank Agreement is to provide off-site compensation for unavoidable impacts to wetlands in areas that include portions of the Northern California Coast Range counties;

WHEREAS, as a condition to the issuance of permits by the Regional Water Quality Control Board ("RWQCB") Purchaser is required to compensate for impacts to wetlands, and elects to do so through the purchase of Credits in the Bank;

WHEREAS, the RWQCB has determined that Purchaser shall be required to purchase a total of 0.083 mitigation bank credit from the Seigler Valley Wetland Mitigation Bank and upon notification of such purchase, shall deem that the Purchaser has satisfied the mitigation requirements of RWQCB Permit number WDID#5A17CR00162;

WHEREAS, the per-credit price established for mitigation credits for the Bank is Three Hundred Forty-Five thousand Dollars ($345,000) for credits.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1. **Compensation**. Purchaser shall, subject to the terms and conditions hereinafter provided, pay to the Seller the sum of **Twenty-Eight Thousand Six Hundred and Thirty-Five Dollars ($28,635)** for **0.083 Freshwater Marsh** mitigation credit at the Bank. The Purchase Price is derived from the unit cost of $345,000 per credit. Purchase Price is to be paid in the manner following:

a) Deposit: Upon signing this Agreement, Purchaser will pay a non-refundable deposit of 20% of the Purchase Price, or **$5,727**. Payments shall be made to Coast Range Wetlands, Inc.

b) Balance of Purchase Price: Upon receipt of RWQCB approval notices for the Project, Purchaser will pay Seller the remaining 80% of the Purchase Price as stated herein, or **$22,908**. Payments shall be made to Coast Range Wetlands, Inc. If the balance of the Purchase Price is not paid by the end of the fifth (5^{th}) business day after receiving the Permit Approval Notification from the RWQCB, the balance of the Purchase Price will accrue interest at the rate of ten percent (10%) per annum.

c) Increase in Required Amount of Credits: Should the wetland mitigation credits required by the RWQCB be increased from the time of Agreement execution to the time Purchase Price has been paid in full, the Purchaser shall be required to buy the increased amount of credits from Seller at the same price per credit as originally set out in this Agreement, if Seller has such credits available.

d) Termination: If after one hundred and twenty (120) days from the date of this Agreement Purchaser has not received the Project Permit, then at any time thereafter until Purchaser receives the Project Permit either party may terminate this agreement by written notice to the other party. If Agreement is terminated by Seller, Seller shall return the Earnest Money to Purchaser.

2. **Seller's Performance Indemnity.** In consideration of the Purchase Price, Seller affirms that it has sufficient credits released in the Bank to satisfy the credits required by Purchaser and agrees to sell such credits to Purchaser. It is understood and agreed that Purchaser shall have no obligation to perform any of the responsibilities now or hereafter as set forth in the permits for the Bank.

3. **Notices.** Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, or by facsimile to the parties hereto as follows:

If to Seller:	Coast Range Wetlands, Inc. 1905 Westlake Drive, Kelseyville, CA 95451 (Mailing) Phone: (707) 889-1061 nwbio98@gmail.com
If to Purchaser:	Lake County Department of Public Works c/o Glen March 255 N Forbes St Lakeport, CA 95451

Any notice given pursuant hereto by overnight courier shall be effective as of delivery; any notice given pursuant hereto by United States mail, return receipt requested, shall be effective as of the third business day following its posting and any notice given purchase hereto by facsimile shall be effective as of receipt of confirmation by the sending party.

4. **Prior Agreements.** This Agreement shall supersede any and all prior understanding and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written instrument executed by or on behalf of both Seller and Purchaser.

5. **Applicable Law.** Purchaser shall be contractually bound to this Agreement, which shall be governed by the laws of the State of California and subject to the requirements of any applicable federal law or regulation Changes in federal, state or local laws, however, which might have otherwise impacted this agreement shall not be enforced retroactively after execution of this Agreement. Seller shall be held harmless for damages sustained by Purchaser as a result of changes in federal, state, or local laws or their interpretation or enforcement.

6. **Attorney's Fees**. In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenant and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award of judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, or the successful party in such action, suit, or other proceeding shall, upon demand by that party, by paid by the other party.

7. **Contract Acceptance.** This Agreement is null and void if not executed within sixty (60) days of the effective date on first draft of Agreement. Upon expiration of the Agreement period, Coast Range Wetlands, Inc. will be released from all obligations to sell the mitigation credits to the Project Sponsor, and all of the Project Sponsor's rights, legal or equitable, will cease.

8. **Other Documents**. Each party agrees to execute or provide at the request of another party any and all documents or other written instruments that may be reasonably required and necessary to effectuate the purposes of this Agreement.

9. **Construction of Agreement**. The parties mutually acknowledge that each has had a full and fair opportunity to review and comment upon the terms of this Agreement and to obtain the advice of legal counsel. This Agreement will not be construed against any party solely by virtue of the fact that such party or its counsel was responsible for its preparation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

BUYER:

Name: Lake County Department of Public Works

By: ______________________________

Name and Title: ______________________________

Date: ______________________________

SELLER:

Coast Range Wetlands, Inc.: Seigler Valley Wetland Mitigation Bank

By: ______________________________

Name and Title: Danielle V Zalusky, Secretary-Treasurer

Date: ______________________________

APPROVED AS TO FORM:

Lloyd Guintivano, County Counsel

By: ______________________________

Name and Title: Josep Wankmueller, Dep. County Counsel

Date: 6/9/25

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BUYER:

Name: Lake County Department of Public Works

By: ______________________________

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SELLER:

Coast Range Wetlands, Inc.: Seigler Valley Wetland Mitigation Bank

By: ______________________________

Name and Title: Danielle V Zalusky, Secretary-Treasurer

Date: ______________________________