

**PURCHASE AGREEMENT
FOR
WETLAND BANKING CREDITS**

THIS AGREEMENT is made this 19th day of May, 2011 between James C. & Gladys M. Nelson (Seller) and City of Ramsey (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below from wetland bank account #1382:

CREDITS TO BE SOLD						
Credit Sub-Group ¹	Acres or Sq. Ft.	Wetland Circ. 39 Type ²	Plant Community Type ³	Cost per Acre or Sq. Foot	State Fee 6.5%	Fee Cost
A.	0.598 Ac.	2	Fresh Meadow	\$0.50/S.F.	0.065	\$360.99
Totals	0.598 Ac.			\$21,780.00/Ac.		\$360.99*

***Fee based on 2011 BWSR Calculated Wetland Credit Value of \$9,287/Ac. in Kanabec County.**
 Check here if additional credit sub-groups are part of this account and are listed on an attachment to this document.
¹A separate credit sub-group shall be established for each wetland or wetland area that has different wetland characteristics.
²Circular 39 types: 1, 1L, 2, 3, 4, 5, 6, 7, 8, B, U.
³Wetland plant community type: shallow open water, deep marsh, shallow marsh, sedge meadow, fresh meadow, wet to wet-mesic prairie, calcareous fen, open bog or coniferous bog, shrub-carr/alder thicket, hardwood swamp or coniferous swamp, floodplain forest, seasonally flooded basin. See *Wetland Plants and Plant Communities of Minnesota and Wisconsin (Eggers and Reed, 1997)* as modified by the Board of Water and Soil Resources, United States Army Corps of Engineers.

2. Seller represents and warrants as follows:

- a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
- b) Seller owns the Credits and has the right to sell the Credits to Buyer.

3. Buyer will pay Seller a total of \$13,024.50 for the Credits, as follows:

- a) \$0.00 as earnest money, to be paid when this Agreement is signed; and
- b) The balance of 13,024.50 to be paid on the Closing Date listed below.

4. Buyer, Seller agrees to pay to a withdrawal fee of \$360.99 to the State of Minnesota based on 6.5% of the agreed to purchase price. At the Closing Date, Buyer, Seller will execute a check made out for this amount, payable to the Board of Water and Soil Resources.

5. The closing of the purchase and sale shall occur on To Be Determined by Buyer, prior to June 31, 2011 (Closing Date) at a To Be Determined Location by Buyer or via U.S. Mail. The Closing Date and location may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Application for Withdrawal of the Credits in the form specified BWSR, provide a copy of the Application for Withdrawal to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee.

6. Buyer has applied or will apply to Lower Rum River Watershed Management Organization (Local Government Unit (LGU) or other regulatory authority) for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

SELLER:

James C. & Gladys M. Nelson
2147 - 113th Avenue
Mora, MN 55051
320-396-3490
nhc@genesiswireless.us

BUYER:

City of Ramsey, Minnesota (a public body)
7550 Sunwood Drive NW
Ramsey, MN 55303

By: _____
James C. Nelson (Date)

By: _____
Its: City Administrator (Date)

By: _____
Gladys M. Nelson (Date)

By: _____
Its: Mayor (Date)