

JOINT POWERS AGREEMENT FOR LAND EXCHANGE BETWEEN CITY OF DICKINSON AND DICKINSON PARKS AND RECREATION

This Joint Powers Agreement ("Agreement") is entered into on the date of last approval by the parties below, between, City of Dickinson a political subdivision of the State of North Dakota ("City"), and Dickinson Parks and Recreation District, a political subdivision of the State of North Dakota (the "District"). The purpose of this Agreement is to authorize the participating entities to exchange real estate to facilitate the construction of a fire station for the City of Dickinson (the "Project").

RECITALS

A. WHEREAS, North Dakota Century Code Chapter 54-40, Chapter 54-40.3, and Article VII, Section 10 of the North Dakota Constitution provide the enabling authority for this Agreement. If any term of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining terms shall be unaffected, and if possible, the rights and obligations of the City and the District are to be construed and enforced as if this Agreement did not contain such term.

B. WHEREAS, the City and the District are committed to this Project for the benefit of the residents of Stark County, the City of Dickinson as well as the general public.

C. WHEREAS, nothing in this Agreement is intended to create an association, trust, partnership, joint venture, or any other similar legal relationship between the City and the District, or impose a trust, partnership or fiduciary duty, or similar obligation or liability on or with respect to any Party. Furthermore, no Party is or shall be the agent or representative of any other Party.

D. WHEREAS, This Agreement shall become effective upon approval by both the governing boards and shall remain in effect until completion of the land swap for the Project unless earlier terminated by mutual written agreement. If terminated, the entities shall settle outstanding

obligations and dispose of property and funds in a fair and lawful manner. This Agreement may be amended only by written instrument approved by both governing boards. This Agreement must be approved by resolution of each governing board and signed by the authorized official.

E. WHEREAS, the City owns Lot 17, Block 1, Riverfront Estates of the City of Dickinson, Stark County, ND Parcel ID# 0664 0100 1700, and agrees to convey it to the District ("City Parcel").

F. WHEREAS, the District owns Lot 27, Block 3, Washington 4th Addition of the City of Dickinson, Stark County, ND Parcel ID# 0230 0300 2700, and agrees to convey to the City a portion of this lot, which shall be identified as Lot 27A, Block 3 of Washington 4th Addition ("Park Parcel").

G. WHEREAS, the parties are desirous of exchanging their respective equities in the City Parcel and the Park Parcel.

NOW THEREFORE, the Parties hereby agree as follows:

1. Transfer of Parcels. The City shall execute a Quit Claim Deed transferring the City Parcel to the District upon completion of the East Broadway Dam Project, but in no event later than December 31, 2027, regardless of the status of the East Broadway Dam Project. The District shall execute a Quit Claim Deed transferring the Park Parcel to the City on or before August 31, 2026 ("the Closing") to ensure no delays in the Project.

2. Title. Neither party shall be responsible for providing an abstract or title insurance prior to the execution of the Quit Claim Deeds identified in Paragraph 1. Each party agrees that both Parcels can be subject to easements, restrictive covenants, and mineral grants and reservations of record, if any and any zoning laws, ordinances and state and federal regulations. Each party shall be responsible for the preparation of the Quit Claim Deed for the property it is transferring. All

recording costs will be paid for by the party incurring them. Each party will be responsible for the payment of its own attorney's fees, copying expenses, and other costs incurred in connection with this transaction.

3. Taxes. As both Parcels are owned by public entities, no real estate taxes shall be prorated at the time of the Closing.

4. Subdivision/Replat. To the extent the creation of Lot 27A, Block 3, Washington 4th Addition requires a subdivision, replat, lot split, or other land use approval, the City shall be solely responsible for initiating, preparing, processing, and obtaining all required approvals, and shall pay all costs associated therewith, including engineering, plat preparation, application fees, recording fees, and other governmental charges. The City shall commence such process within thirty (30) days after execution of this Agreement and shall diligently pursue all approvals. The City shall obtain final approval and recording of the subdivision, replat, or lot split no later than August 1, 2026. The District shall reasonably cooperate in executing documents necessary to complete such process.

5. Further Assurances. The parties hereto agree to execute any and all documents necessary to carry out the intentions of the parties in the performance of the terms of this Agreement, whether prior or subsequent to possession.

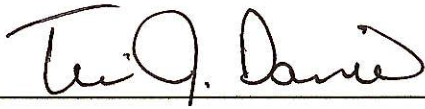
APPROVAL

This Agreement is hereby approved by the **CITY OF DICKINSON** by motion made on the ____ day of _____, 2026, by _____, seconded by _____, and approved on a vote of ____ ayes and ____ nays.

Scott Decker
President, Board of City Commissioners

Dustin Dassinger
City of Dickinson Administrator

This Agreement is hereby approved by the **DICKINSON PARKS AND RECREATION**
by motion made on the 13th day of July, 2026, by Nic Stevenson seconded
by Zach Keller and approved on a vote of 4 ayes and 0 nays.



President, Board of Park Commissioners



Executive Director