

RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2026, by and between **City of Dickinson**, of 38 1st Street West, Dickinson, ND 58601, hereinafter referred to as "City" and **Stark County**, of 51 3rd Street East, Dickinson, ND 58601, hereinafter referred to as "County";

WHEREAS, if the County in the future desires to sell its interest in the following described property that is located in Stark County, North Dakota, the County desires that the City shall be granted a right of first refusal pursuant to the term of this agreement:

Lot 2, Block 1, Museum Center Addition, City of Dickinson, Stark County, North Dakota – Parcel ID #0791-0100-0200

Lot 1, Block 1, Museum Center Addition, City of Dickinson, Stark County, ND – Parcel ID # 0791-0100-0100

(hereafter collectively referred to as the Property).

In consideration of the mutual covenants herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Right of first refusal.* As long as the County owns the Property, the City shall have a right of first refusal to purchase the Property if the County should choose to sell the Property, whether as a whole or individual parcels. If the County receives a bona fide offer from a third party for the purchase of the Property, which offer the County is willing to accept, the County will give the City written notice thereof, and will send the City a copy of the proposed contract of sale. The County will give the City written notice of any offer received or its desire to sell. The City shall have the right for ninety (90) days after the receipt of such notice to notify the County that it is exercising the right of first refusal. If the City fails to exercise any such preemptive right within the 90 day notice period, the County shall be at liberty to enter into a contract for the sale of the Property with a third party. If the City exercises the right of first refusal within the 90 day notice period described above, the City shall have sixty (60) days to enter into a contract for the sale of the Property and complete such sale.

CITY OF DICKINSON

By: _____
Scott Decker, its President

STATE OF NORTH DAKOTA)
 : ss.
COUNTY OF STARK)

On this ____ day of _____, 2026, before me, a Notary Public in and for said County and State personally appeared Scott Decker, represented to be the President of the municipal corporation that is described in and that executed the within and foregoing instrument and severally acknowledged to me that such municipal corporation executed the same.

Notary Public