

PURCHASE AGREEMENT

THIS AGREEMENT is effective on the date the last party executes this Agreement ("Effective Date"). This Agreement is between:

Stark County
51 3rd St. E
Dickinson, ND 58601
(hereinafter "County")

and

City of Dickinson
38 1st Street West
Dickinson, ND 58601
(hereinafter "City")

County and City may be jointly referred to as "the parties".

RECITATIONS:

- A. City is the owner of real property located in Dickinson, Stark County, North Dakota, described
- Lot 2, Block 1, Museum Center Addition, City of Dickinson, Stark County, ND – Parcel ID #0791-0100-0200 (the "Armory")
- Lot 1, Block 1, Museum Center Addition, City of Dickinson, Stark County, ND – Parcel ID # 0791-0100-0100 (the "Law Enforcement Center and/or LEC")
- (Hereinafter collectively referred to as "the Property")
- B. Pursuant to the terms of this Agreement, City will sell, and the County will purchase, the Property.
- C. The parties desire to set forth their agreement in this document.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, the adequacy and sufficiency of which are hereby acknowledged, it is agreed as follows:

Section 1. **Recitations.** The Recitations set forth above are hereby incorporated into this Agreement.

Section 2. **Purchase Price.** County shall (a) pay to City Two Million Five Hundred Thousand Dollars (\$2,500,000.00) and (b) convey title of the Property to County pursuant to the terms of this Agreement.

Section 3. **Closing Date; Possession.** This "Closing Date" or "Date of Closing" will be on or about October 1, 2026, at The Title Team, Dickinson, North Dakota.

The Closing Date is subject to extension as agreed to by the parties. Possession of the Property will be transferred on the Date of Closing.

Section 4. Due Diligence Period. The following terms shall apply to a due diligence period during which Buyer may inspect and examine the Property:

4.1. Buyer and Buyer's agents will be allowed access to the Property at all reasonable times for the purpose of performing examinations and inspections. This includes soil tests, engineering studies and such feasibility and other studies regarding the condition of the Property and improvements as Buyer considers prudent, at Buyer's expense.

4.2. Buyer shall have the right to conduct an environmental audit and such environmental studies and investigations regarding the environmental condition of the Property, including Phase I or Phase II environmental assessments, as Buyer determines to be prudent, at Buyer's expense.

4.3. Buyer shall have the right to review and approve the zoning, land use and other governmental regulations, laws, permits and approvals that apply to the Property.

4.4. Buyer shall have the right to review any active litigation pertaining to the Subject Property.

4.5. Buyer shall have the right to review and approve all contracts, plans, studies and reports in Seller's actual possession that bind the Property or that will affect the use of the Property after the Date of Closing.

4.6. No examination or inspection will be performed by Buyer which will involve destruction of any portion of the Property except that Buyer is allowed to perform drillings and/or borings at multiple locations on the Property determined by Buyer in order to determine the soil condition; the subsurface condition of the Property; the presence of rock, debris or other materials which would affect construction; the presence of water and such other matters that may be determined by drilling and boring. Buyer will pay all costs for such drilling or boring. Buyer will be responsible for filling or capping of any boring or drilling holes.

4.7. Buyer will indemnify, defend, and hold Seller harmless from and against any and all claims that may be made against Seller stemming from inspections of the Subject Property by Buyer or Buyer's agents.

4.8. The due-diligence period will run through for a period of one hundred eighty calendar days following execution of this agreement. If Buyer disapproves of the condition of the Property during the due diligence period for any reason, the sole remedy of Buyer shall be to terminate this Agreement. If Buyer gives Notice of Termination of this Agreement during this due-diligence period, such Notice shall be given to Seller, and all obligations under this Agreement will terminate.

4.9. Failure to give notice during the due diligence period of an election to terminate the Agreement will cause this Agreement to remain in effect for a closing.

Section 5. **Contingencies and Conditions to Closing.** Failure to satisfy any of the contingencies will void this Agreement without default, unless otherwise waived in writing by both parties. The obligations of the parties under this Agreement are contingent and conditioned upon:

Section 5.1. City being able to convey marketable title to the Property by the Closing Date.

Section 5.2. No claim being made by any third party to any interest in, or lien upon, the Property.

Section 5.3 City and County shall execute a Memorandum of Understanding herein County grants access to the Property to allow City personnel use of the indoor gun range. The Memorandum of Understanding is attached hereto as Exhibit A.

Section 5.4 City and County shall execute a Right of First Refusal. The Right of First Refusal is attached hereto as Exhibit B.

Section 5.5 County agrees to dedicate approximately the east 53.7 feet of LEC Property as right of way for the City. The right of way is depicted on the map attached hereto as Exhibit C.

These conditions must be met and/or removed by the Closing Date. If not, this Agreement will be null and void.

Section 6. **Items to be Supplied.** The City will provide to the County copies of any of the following items that may be available regarding the Property: (1) engineering work and drawings, (2) surveys, (3) soil studies, (4) water and/or drainage studies. The City will have no liability to the County arising from the information supplied pursuant to this Section 6.

Section 7. **AS-IS.** It is specifically agreed that the Property and fixtures or improvements located thereon that are being conveyed to County are being conveyed in an "as is" condition. City expressly does not make, and County herein waives all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose or warranty regarding quality, condition or safety. This provision shall survive the closing of this Agreement regardless of whether it appears in any further documentation implementing the closing of this Agreement. County acknowledges that, prior to executing this Agreement, County has carefully and thoroughly inspected or have had a full, fair, unrestricted opportunity to thoroughly and carefully inspect the Property and any fixtures or improvements conveyed hereby. City shall not be obligated to make any repairs, improvements or modification to the Property.

Section 8. **Title.**

Section 8.1. City's title to the Property will be subject only to the matters listed as exceptions in the preliminary title report or commitment (the "Property Existing Title Exceptions").

Section 8.2. City shall order, at its sole cost and expense, a Title Insurance Commitment (the "Property Title Commitment") from the Title Company reflecting the current status of title to the Property. Such Property Title Commitment shall be delivered to County within forty (40) days of the Effective Date, or as soon thereafter as the same can be obtained. If County fails to object within fifteen (15) days following receipt of the Property Title Commitment, to any Property Existing Title Exceptions or to any matter revealed by the City Property Title Commitment, then and in that event, County shall be deemed to have waived its right to object to any such matter and all of such matters shall become "Permitted Title Exceptions" for purposes of this Agreement. County will be responsible for the premium related to the issuance of any Owner's Policy.

Section 8.3. Within ten (10) business days of receipt from the County of a written notice of any title objection, City shall notify County as to whether it will cure such objection, and if it elects to cure any such objection, it shall in good faith diligently endeavor to satisfy or correct, at City's expense, such title objection on or before the Date of Closing. With respect to any other such objection, failure of City to give such notice within such ten (10) business day period shall be deemed to be an election not to cure such objection. In the event City elects or is deemed to elect not to satisfy or cure any such other objection of which it is notified, then within ten (10) business days after the period for City to give notice has expired, County shall by written notice to City elect one of the following:

Section 8.3.1. Accept City's interest in the Property subject to such other objections, in which event such other objections shall become part of the Permitted Title Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement; or

Section 8.3.2. Terminate this Agreement, whereupon the parties shall have no further obligation hereunder, except those obligations that expressly survive the termination of this Agreement.

Section 8.4. The failure of County to give such notice within the applicable ten (10) business day period shall be deemed an election to terminate this Agreement pursuant to Section 10.3.2 hereof.

Section 8.5. In the event City elects in writing to cure any title objection and thereafter fails or refuses, on or before the Date of Closing, to satisfy or cure any such objection, then County shall have the options described in Sections 8.3.1 and 8.3.2 hereof.

Section 9. **Mineral Rights**. No mineral interests in and under the Property are being conveyed to the County.

Section 10. **Real Estate Taxes.** Taxes and special assessments for the year 2026 shall be prorated as the date of transfer of possession and conveyance of title. All taxes and special assessments certified to the County Treasurer for annual collection for calendar years 2025 and prior shall have been paid in full by City. County promises and covenants to pay all taxes and special assessments that may hereafter be levied and assessed upon the Property, including special assessments not yet annually certified for collection, before the same or any part thereof become delinquent.

Section 11. **Closing Documents.** The following documents shall be delivered at Closing: (1) a Warranty Deed, in form and content reasonably satisfactory to County, whereas City will convey fee simple title to the 1 Property and the improvements thereon to County, and clear of all liens and encumbrances, except for the Permitted Title Exceptions, (2) an acceptable Property Title Insurance Commitment, (3) County shall deliver the Purchase Price as provided in Section 2 herein, (4) the Memorandum of Understanding identified in Section 4.3.

Section 12. **Closing Costs.** Closing costs shall be the responsibility of the parties as follows:

Section 12.1. **County's Responsibilities.** County will pay for the following: (1) premium for the Owner's Title Insurance Policy for the Property, (2) costs of satisfying any County contingencies, (3) one-half of the expense charged by the Title Company for serving as closing/escrow agent, (4) costs of recording the Warranty Deed.

Section 12.2. **City's Responsibilities.** City will pay for the following: (1) deed preparation for Property, (2) expense for Title Insurance Commitment for the Property, (3) fees and costs related to any title issues for the Property, (4) costs of satisfying City contingencies, (4) one-half of the expense charged by the Title Company for serving as closing/escrow agent.

Section 13. **Further Assurances and Additional Documents.** At and after Closing, the parties shall deliver to each other any additional materials and documents which are necessary or appropriate to further assure, complete and document the consummation of the purchase and sale contemplated herein on the terms described herein.

Section 14. **County's Default.** In the event of a default by County under the terms of this Agreement, City's remedies hereunder include the following:

Section 14.1. Termination of this Agreement; or

Section 14.2. Seeking specific performance of County's obligations under this Agreement. If City is not successful in obtaining specific performance, Section 14.1. shall continue to apply.

All remedies are cumulative.

Section 15. **City's Default.** In the event of a default by City under the terms of this Agreement, County's remedies hereunder include the following:

Section 15.1. Termination of this Agreement; or

Section 15.2. Seeking specific performance of City's obligations under this Agreement. If County is not successful in obtaining specific performance, Section 15.1. shall continue to apply.

All remedies are cumulative.

Section 16. **Construction.** This Agreement shall be construed and interpreted under the laws of the State of North Dakota. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

Section 17. **Signatures.** The signing of any documents and the transmission of the signature by facsimile machine or electronically, such as by pdf file or by other electronic means, will be considered to be sufficient execution, and each party agrees that the other party may rely on their signature, whether an original or reproduced by facsimile machine, photocopier, or electronically.

Section 18: **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

Section 19. **No Waiver.** No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 20: **Time of Essence.** Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

Section 21: **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

Section 22: **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

Section 23: **Amendments.** Any amendment to this Agreement shall not be binding upon either of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties hereto.

The balance of this page left blank intentionally. Signature page to follow:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date stated herein.

STARK COUNTY

Signed by:
By: Neal Messer
Neal Messer, its Chairman

CITY OF DICKINSON

By: _____
Scott Decker, its President

EXHIBIT A

Memorandum of Understanding

EXHIBIT B

RIGHT OF FIRST REFUSAL

EXHIBIT C

Map for Dedicated Right of Way