

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2015, by and between STATE OF NORTH DAKOTA AND THE NORTH DAKOTA BOARD OF HIGHER EDUCATION FOR THE USE AND BENEFIT OF NDSU DICKINSON RESEARCH EXTENSION CENTER, whose post office address is 1041 State Avenue, Dickinson, ND 58601, (hereinafter called Seller) and DICKINSON PUBLIC SCHOOLS, and/or its assigns, whose post office address is 444 - 4th Street West, Dickinson, ND 58601, (hereinafter called Buyer).

WITNESSETH: That the Seller agrees to sell and the Buyer agrees to purchase, upon the terms and conditions hereinafter set forth the following-described real property and all appurtenances, thereunto belonging, owned by the Seller and located in the County of Stark, State of North Dakota, to-wit:

Stark County, North Dakota
Township 140 North - Range 96 West
Section 32: E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$

Seller reserves all oil, gas, and other minerals together with rights of ingress and egress.

The terms and conditions of such sale and purchase are as follows:

The purchase price shall be \$1,350,000.00. The total purchase shall be fully due and payable at the time of closing and possession. At closing Seller will deliver to the Buyer a Limited Warranty Deed to the Property subject to those matters mentioned below.

1. EARNEST MONEY: Buyer will pay no earnest money.

2. ABSTRACT: Seller shall furnish Buyer with a continued abstract. The abstract shall show good and marketable title in the Seller, free and clear of all liens, encumbrances and defects except special assessments not yet certified to the county for collection, easements, restrictive covenants, and mineral grants and reservations of record, if any, (provided such are acceptable to Buyer as permitted encumbrances) building and zoning laws, ordinances and state and federal regulations that would not hinder Buyer's intended use of the Property. Any other liens or encumbrances such as mortgages must be satisfied by the Seller prior to or at closing.

3. TAXES AND SPECIAL ASSESSMENTS: The taxes and installments of special assessments for the year of closing (based upon the amount of taxes and installments of special assessments which are due and payable in the year 2015) shall be prorated to date of closing. Taxes and installments of special assessments which are all due and payable in the year prior to closing all prior years shall have been paid by Seller by date of closing. Taxes

and installments of special assessments for the year following closing and all subsequent years shall be the responsibility of the Buyer. Buyer assumes the balance of specials as of the date of closing not yet certified by the county for collection.

4. ENVIRONMENTAL STRUCTURAL INVESTIGATION, ZONING AND TESTING:

Buyer and Buyer's agents shall have the right to enter upon the Property between the date hereof and through the date of closing, without charge and at all reasonable times, to perform such environmental and physical examinations, investigations, tests and any other inspections as Buyer may reasonably deem appropriate. Buyer shall pay all costs and expenses of such investigation and testing and shall hold Seller harmless from all costs and liabilities arising out of Buyer's activities. If the purchase and sale contemplated by this Purchase Agreement is not closed, Buyer shall repair and restore any damage to the Property caused by Buyer's environmental investigation or testing, at Buyer's expense, and shall return the Property to substantially the same condition as it existed prior to such entry. Seller shall cooperate with Buyer and Buyer's agents in providing access to information necessary to complete any environmental assessment or investigation. Buyer shall conduct their own due diligences such as surveying, zoning ordinances, and easements. Should Buyer not be satisfied with results of the inspections, or the due diligence findings, Buyer may : (a) elect to declare this Agreement null and void; or (b) Buyer may indicate in writing the deficiencies and desired remedies and Seller will within seventy-two (72) hours respond in writing as to Seller's willingness to remedy those deficiencies.

5. WARRANTIES AND REPRESENTATIONS: The Seller warrants and represents to the Buyer as of the date of closing as follows:

- (a) Seller has good and marketable title to the Property free and clear of all liens and encumbrances except easements and covenants of record acceptable to the Buyer.
- (b) Seller represents and warrants that there is access to the Property from a public right-of-way.
- (c) Seller warrants that the Seller has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for condition on the Property that remains uncorrected.
- (d) The Seller has the full right, power and authority to sell, convey and transfer the Property herein and to execute, deliver and carry out the provisions of this Purchase Agreement.
- (e) No litigation is pending or, to Seller's knowledge, proposed, threatened or anticipated with respect to any matter affecting the Property or the operation thereof.
- (f) As of the Closing Date, there shall be no liens, delinquent taxes or delinquent installments of special assessments pertaining to the Property.
- (g) Seller represents that the property is not located in a flood zone.

(h) Buyer acknowledges that the property does not have certain infrastructures in place such as electricity, water, sewer, etc. Buyer assumes and is responsible for any infrastructure costs to bring these items to the property pursuant to the demands of City of Dickinson. Buyer acknowledges that property is presently zoned agricultural. Buyer is responsible for all rezoning costs and expenses.

6. **RISK OF LOSS:** The risk of loss in this agreement does not apply due to the fact the purchase is raw land and therefore no buildings and/or personal property is included.

7. **CLOSING AND POSSESSION:** Closing and possession of the Property shall occur on or before June 1, 2015. The date on which closing shall occur, shall be referred to as the "Date of Closing."

8. **CLOSING DOCUMENTS.** Subject to performance by the Buyer and the Seller of their respective obligations hereunder, at the time and place set for closing, Seller and Buyer shall deliver to each other the following:

- 8.1 Seller in consideration of the agreements of Buyer, sells and agrees to convey to Buyer, with Seller retaining any and all mineral rights, by Limited Warranty Deed accompanied by an abstract, free and clear of all liens and encumbrances, except the following permitted encumbrances:
 - 8.1.1 Building and zoning laws, ordinances, state and federal regulations, provided they do not materially and adversely affect the intended use of the Property;
 - 8.1.2 Utility, drainage, and other easements of record;
 - 8.1.3 The lien of real estate taxes and installments of special assessments which are payable by Buyer pursuant to the terms of this Agreement;
 - 8.1.4 Reservations and restrictions of record ;
 - 8.1.5 Liens or encumbrances of record.
- 8.2 Seller shall deliver funds to pay, or evidence of payment of, all taxes and assessments to be paid by the Seller pursuant to this Agreement;
- 8.3 Buyer shall deliver funds, in cash or some other form acceptable to the Seller, sufficient to satisfy the Buyer's obligations; and
- 8.4 Buyer and Seller shall also sign such other documents required by the closing agent to close this transaction.

9. CLOSING COSTS: Seller shall be responsible for the following closing costs: , abstract continuation, and preparation of Limited Warranty Deed. Buyer shall be responsible for title examination fees and recordation of Limited Warranty Deed to Buyer. Any closing costs not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event that Buyer or Buyer's lender requires title insurance, the cost thereof (including but not limited to abstract examination, any special endorsements and required surveys) shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller. Each party shall share equally in the cost of the closing fee payable to the closing agent.

10. CUSTODY OF EARNEST MONEY: NA.

11. ENTIRE AGREEMENT: This agreement constitutes the entire agreement by and between the parties and any other prior representations or agreements are deemed merged herein and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

12. AMENDMENTS, MODIFICATIONS OR WAIVERS: No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not effect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Purchase Agreement.

13. CONSTRUCTION OF AGREEMENT: Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Purchase Agreement or any part thereof.

14. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

15. BINDING EFFECT: This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

16. GOVERNING LAW: This Purchase Agreement shall be governed by the laws of the state in which the property is located.

17. COUNTERPARTS: This Purchase Agreement shall be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully executed counterpart.

18. TIME: is of the essence of each provision of this entire contract and of all the conditions thereof.

19. ACCEPTANCE: If this offer to purchase is acceptable, please execute where indicated below and return a fully executed counterpart of it to the undersigned. If not accepted by 5:00 pm MDT on February 1, 2015, the agreement set forth herein shall lapse and terminate.

IN TESTIMONY WHEREOF, the Seller and the Buyer have hereunto set their hands the day and year first above written.

Dated this _____ day of January, 2015.

SELLER:

STATE OF NORTH DAKOTA
NORTH DAKOTA STATE BOARD OF HIGHER EDUCATION

Jack Dairymple, Governor

STATE OF NORTH DAKOTA)
 : ss
COUNTY OF _____)

On this _____ day of January, 2015, before me personally appeared _____,
acting on behalf of the State of North Dakota and the North Dakota State Board of Higher Education,
known to me to be the person who executed this instrument and acknowledged to me that he executed
the same.

(SEAL)

Alvin A. Jaeger, Secretary of State

**NORTH DAKOTA STATE UNIVERSITY OF
AGRICULTURE AND APPLIED SCIENCE**

Dean L. Bresciani, President

Attest:

Bruce A. Bollinger, Vice President for Finance and
Administration

STATE OF NORTH DAKOTA)
 : ss
COUNTY OF _____)

On this _____ day of January, 2015, before me personally appeared _____,
acting on behalf of North Dakota State University, known to me to be the person who executed this
instrument and acknowledged to me that he executed the same.

(SEAL)

Notary Public
State of North Dakota
My Commission Expires: _____

BUYER:

DICKINSON PUBLIC SCHOOLS

Vince Reep, Assistant Superintendent

STATE OF NORTH DAKOTA)

COUNTY OF STARK)

On this _____ day of January, 2015, before me personally appeared Vince Reep, individually acting on behalf of _____ known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(SEAL)

Notary Public
State of North Dakota
My Commission Expires: _____

Kris Fehr, President Dickinson School Board

STATE OF NORTH DAKOTA)

COUNTY OF STARK)

On this _____ day of January, 2015, before me personally appeared Kris Fehr, Individually acting on behalf of _____, known to me to be the person who executed this instrument and acknowledged to me that she executed the same.

(SEAL)

Notary Public
State of North Dakota
My Commission Expires: _____