



Bismarck Parks and Recreation District Administration Division

DATE: September 9, 2026

TO: Commissioners Gilbertson, Hanson, Herzog, Redmann, and President Jeske

FROM: Dave Leker, Executive Director

SUBJECT: Consideration of Real Estate Purchase Agreement

BPRD has received an offer on Lot 3, Block 1, Hay Creek Park Addition (1927 North 26th Street), for the Board's consideration, and a real estate purchase agreement has been developed. If this purchase and agreement are approved, there is one remaining lot for sale.

Sample motion: I move to approve the real estate purchase agreement for Lot 3, Block 1, Hay Creek Park Addition, as presented.

Real Estate Purchase Agreement

1. Parties. This purchase agreement is entered into as of the 23rd day of August 2026, by and between the Park District of the city of Bismarck, North Dakota (as "Seller") and Cory and Catrina Olheiser (as "Buyer"). In consideration of the mutual terms, covenants, conditions, and agreements herein contained, it is hereby agreed by and between the parties as follows:
2. Sale of Real Property. Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, all of Seller's right, title and interest, in and to that certain real property located at 1927 N 26th Street – Lot 3, Block 1, Hay Creek Park Addition in the City of Bismarck, in the County of Burleigh, State of North Dakota.
3. Purchase Price and Payment. The Purchase price to be paid by the Buyer to Seller for the property shall be \$60,000 which shall be paid by cashier's check upon the date of closing.
4. Closing. The Closing Date shall be on or before September 25, 2026. Seller shall deliver at the time of closing a Warranty Deed conveying title to the Buyer free and clear of all liens and encumbrances and subject to easements, zoning and restrictions of record. Real estate taxes and special assessments shall be prorated to the time of Closing with the Buyer responsible for all taxes accrued after the Date of Closing. The Seller is responsible for all taxes accrued before the date of closing. Seller will provide the Buyer with an abstract of title to the real property no later than ten (10) days prior to closing. In lieu of an abstract of title, the Seller at its option may provide to the Buyer an owner's policy of title insurance in an amount equal to the sales price.
5. Seller's Closing Costs: The seller agrees to pay the following closing costs:
 - Title search
 - Deed preparation
 - Abstract update
 - Title insurance
6. Buyer's Closing Costs. The buyer agrees to pay the following closing costs:
 - Title opinion
 - Recording deed
 - Closing fee
7. Possession of the Property. Buyer shall be given possession of the property on the date of closing.

8. Risk of Loss. The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of the Seller.
9. Survival. All of the terms, covenants, conditions, representations, warranties and agreements of this Purchase Agreement shall survive and continue in force and effect and shall be enforceable after the Date of Closing and delivery of the Warranty Deed.
10. Effective Purchase Agreement. This Purchase Agreement shall become effective and shall be binding upon the parties only after it has been executed by all of the parties.
11. Entire Agreement; Modification. This Purchase Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Purchase Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties.
12. Binding Effect. All covenants, agreements, warranties and provisions of this Purchase Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular shall include the plural, the plural shall include the singular, and the use of one gender shall include all other genders, as and when the context so requires.
13. Controlling Law. This Purchase Agreement has been made and entered into under the laws of the state of North Dakota, and said laws shall control its interpretation.
14. Time of Essence. Time is of the essence as to all dates and time periods set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed as of the date first above written.

Date: _____

Julie Jeske, President
Board of Park Commissioners
400 East Front Avenue
Bismarck, ND 58504

Date: _____

Cory Olheiser
3278 110x Ave SW
Dickinson, ND 58601

Date: _____

Catrina Olheiser
3278 110x Ave SW
Dickinson, ND 58601