

ITEM 120-2014-R0903 attachment 1

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AGREEMENT TO COOPERATE

THIS AGREEMENT TO COOPERATE (Agreement) is entered into as of the _____ day of _____, 2003, by and between MITCHELL DEVELOPMENT AND INVESTMENTS of Great Falls, Montana (MDI) and Montana State University of Bozeman, Montana (MSU), collectively the Parties or individually, a Party

RECITALS:

This agreement is made in connection with MDI's purchase of approximately 73 acres of real property located in Gallatin County, Montana, more particularly described on Exhibit A (The MDI Property) from the MSU Foundation and Advanced Technology, Inc..

MSU owns land that is adjacent to the MDI Property;

MDI intends to develop the MDI Property as a mixed use commercial and/or retail development;

The parties acknowledge that MSU is a state university and, as such, is subject to the Montana Constitution, the laws of the state of Montana governing state universities and the policies and procedures of the Board of Regents; and

The parties acknowledge that MSU's commitment to cooperate as an adjacent landowner is governed by and subject to the Montana Constitution, the laws of the state of Montana and the policies and procedures of the Board of Regents and MSU.

NOW, THEREFORE, the parties agree as follows:

1. General Cooperation Regarding Development of the Project. The Parties acknowledge and agree that there may be issues or other matters that arise in connection with the development and use of the MDI Project that may require the cooperation of MSU as an adjacent landowner. MSU agrees that it will exercise good faith and reasonably cooperate with MDI to resolve any issues that may pertain to MSU land. MSU further agrees that it will not oppose the proposed development and use of the MDI Project. Specifically, MSU agrees to the following actions:
 - i. MSU will cooperate with MDI regarding the placement of street lights and utilities within established easements on and beneath Fowler Avenue and Garfield Street.

ITEM 120-2014-R0903 attachment 1

- ii. MSU will cooperate with MDI to resolve any use or access issues pertaining to MSU property that may be required for the MDI Project.
 - iii. MSU will cooperate with MDI to resolve any zoning or boundary issues that may pertain to MSU property.
2. Easements. MSU has submitted to the Board of Regents for its approval an easement that will be granted to the City of Bozeman that will allow for the development of Fowler and Garfield streets as required by the City of Bozeman for the MDI Project. MSU will promptly submit any modifications thereof that may be necessary for the development of the MDI Project to the Montana Board of Regents for review in accordance with the policies and procedures of the Montana Board of Regents.
3. This Agreement and the terms and conditions hereof shall inure to the benefit of and be binding upon the Parties, their heirs, successors, assigns and personal representatives.
4. This Agreement to Cooperate may be executed in two counterparts, and as executed shall constitute one agreement binding on the Parties, notwithstanding the fact that both of the parties may not have signed the original or the same counterpart.

IN WITNESS WHEREOF, this Agreement has been executed on the date first written above.

MITCHELL DEVELOPMENT AND INVESTMENTS

MONTANA STATE UNIVERSITY

By: _____

By: _____

Its:

Its: