

CONSENT TO TRANSFER AGREEMENT

This AGREEMENT is made this _____ day of _____, 2019, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Education, by John D. Cogdill, Federal Real Property Division, Program Director, Office of Finance and Operations, ("GRANTOR") pursuant to Section §203(k) of the Federal Property and Administrative Services Act of 1949, as amended ("Act"), 40 U.S.C. §550(c), the Department of Education Organization Act of 1979, 20 U.S.C. §3401 et seq.: Montana State University Northern ("TRANSFEROR"), and Lewistown Public Schools("TRANSFeree").

I. RECITALS

1. The GRANTOR is the owner of certain real property located in Lewistown, Montana, known as the former BLM Lewistown Field Office, and consisting of approximately 3.6562 acres ("Property") that was conveyed to TRANSFEROR, by Quitclaim Deed ("Deed"). The Deed was recorded January 21, 2006, in the Recorder's Office of Fergus County, Volume 082597. The Property is more particularly described on pages 2 and 3 of the Deed.

2. The conveyance was made expressly subject to certain covenants and conditions subsequent contained in the Deed, which TRANSFEROR expressly assumed and agreed to observe and perform, including a requirement that the Property be used solely and continuously for educational purposes in accordance with an application dated August 19, 2005 and subsequently amended on September 23, 2005 and approved by the Secretary of Education.

The Deed further required that TRANSFEROR not sell, resell, lease, rent, mortgage, encumber, or otherwise transfer any interest in any part of the Property except as authorized in writing by the Secretary of Education.

3. TRANSFEROR and TRANSFeree have requested that the GRANTOR approve the transfer of the Property by TRANSFEROR to TRANSFeree in accordance with a Quitclaim Deed, a copy of which is

attached as Exhibit 1.

4. TRANSFEROR intends to transfer the Property to TRANSFEREE in accordance with the proposed program and plan as set forth in the December 7, 2018 application ("Application"), submitted by TRANSFEREE and approved by the Secretary of Education.

5. TRANSFEREE was authorized to execute this CONSENT TO TRANSFER AGREEMENT by a resolution of its Lewistown Public Schools Board of Trustees on December 7, 2018. TRANSFEROR was authorized to execute this CONSENT TO TRANSFER AGREEMENT by a resolution of its Board of Regents on May 22-23, 2019.

6. Notice of this proposed transfer was given to the General Services Administration and by response October 16, 2018, no objection was interposed thereto.

II. AGREEMENT

In consideration of one dollar, the mutual agreements contained herein and/or other good and valuable consideration, TRANSFEROR, TRANSFEREE, and GRANTOR, agree as follows:

7. GRANTOR hereby consents to the transfer of the Property according to the terms and conditions of the Quitclaim Deed, a copy of which is attached as Exhibit1.

8. TRANSFEROR and TRANSFEREE agree that they shall not modify the Quitclaim Deed without the written consent of GRANTOR and that they shall comply with all the terms and conditions contained therein.

9. All covenants, conditions subsequent and restrictions contained in the Quitclaim Deed and this Consent to Transfer Agreement shall run with the land and be binding upon TRANSFEREE, its successors and assigns, to all or any part of the Property. Upon completion of this Consent to Transfer Agreement, TRANSFEROR shall have no further rights or interests in the Property and no further obligations under the Quitclaim Deed. All rights and powers reserved to the GRANTOR by the Quitclaim Deed and this Consent to Transfer Agreement may be exercised by any successor in function to the

GRANTOR, and all references to the GRANTOR shall include its successor in function. All covenants and conditions subsequent contained in the Deed and this Consent to Transfer Agreement are for the sole benefit of the UNITED STATES OF AMERICA and may be modified or abrogated by it as provided by the Act.

To indicate their agreement, TRANSFEROR, TRANSFEREE, AND GRANTOR, for themselves and their successors and assigns, have executed this document on the day and year first above written.

GRANTOR:
UNITED STATES OF AMERICA
Acting by and through the
Secretary of Education

By: _____
John D. Cogdill
Federal Real Property Assistance
Program Director Office of
Finance and Operations
U.S. Department of Education

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA)

On this _____ day of _____, 2019, personally appeared before me, a Notary Public in and for the District of Columbia, John D. Cogdill, Federal Real Property Assistance Program Director, Office of Finance and Operations, U.S. Department of Education, acting for the United States of America and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Secretary of Education.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year first above written.

Notary Public: _____
My Commission Expires: _____

To indicate their agreement, TRANSFEROR, TRANSFEREE, AND GRANTOR, for themselves and their successors and assigns, have executed this document on the day and year first above written.

TRANSFEROR:
MONTANA STATE UNIVERSITY,
NORTHERN
By: _____
Gregory D. Kegel, Chancellor

ACKNOWLEDGEMENT

STATE OF MONTANA)

COUNTY OF FERGUS)

On this ___ day of _____, personally appeared before me, a Notary Public in and for the State of Montana, Gregory Kegel, Chancellor, Montana State University Northern, known to me to be the same person whose name is subscribed to the foregoing conveyance, and acknowledged to me that he executed the same on the date hereof as his free an voluntary act and deed doe the purposes and consideration therein expressed and with full authority and as the act and deed of Montana State University Northern.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year first above written.

Notary Public: _____

My Commission Expires: _____

This Instrument Prepared By:

Yolanda Stroud
U.S. Department of Education
1999 Bryan St. Suite 1530
Dallas, TX 75201

To indicate their agreement, TRANSFEROR, TRANSFEREE, AND GRANTOR, for themselves and their successors and assigns, have executed this document on the day and year first above written.

TRANSFEREE:
LEWISTOWN PUBLIC SCHOOLS
By: _____
Thom Peck, Superintendent

ACKNOWLEDGEMENT

STATE OF MONTANA)

COUNTY OF FERGUS)

On this ___ day of _____, personally appeared before me, a Notary Public in and for the State of Montana, Thom Peck, Superintendent, Lewistown Public Schools, known to me to be the same person whose name is subscribed to the foregoing conveyance, and acknowledged to me that he executed the same on the date hereof as his free an voluntary act and deed doe the purposes and consideration therein expressed and with full authority and as the act and deed of Montana State University Northern.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year first above written.

Notary Public: _____
My Commission Expires: _____

This Instrument Prepared By:
Yolanda Stroud
U.S. Department of Education
1999 Bryan St. Suite 1530
Dallas, TX 75201