

AMENDED MEMORANDUM OF UNDERSTANDING

This AMENDED MEMORANDUM OF UNDERSTANDING is entered into this day of February, 1972,

the University of Alaska (hereinafter, the U of A), and Alaska Methodist University (hereinafter, AMU).

WITNESSETH:

WHEREAS, U of A plans to expand its campus at Anchorage, Alaska, and requires suitable land to carry out that expansion; and

WHEREAS, AMU has patent to land in the Anchorage area which is suitable for such expansion; and

WHEREAS, due to developments occurring subsequent to the execution of the MEMORANDUM OF UNDERSTANDING dated January 8, 1972, between the above mentioned parties, it is necessary to amend the same in accordance with the provisions hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. AMU agrees to convey to U of A in fee simple absolute approximately 197.5 acres of land described as follows:

Parcel No. 1: The Southeast One-quarter (SE 1/4) of the Southeast One-quarter (SE 1/4) of Section Twenty-one (21), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

Parcel No. 2: The South One-half (S 1/2) of the Southwest One-quarter (SW 1/4) of Section Twenty-two (22), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

Parcel No. 3: The Northeast One-quarter (NE 1/4) of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

Parcel No. 4: The Northwest One-quarter (NW 1/4) of the Southeast One-quarter (SE 1/4) of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West

1 (R3W), Seward Meridian.

2 Parcel No. 5: The West One-half (W 1/2) of the Northeast One-
3 quarter (NE 1/4) of the Southeast One-quarter (SE 1/4) of the Northeast
4 One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen
5 North (T13N), Range Three West (R3W), Seward Meridian.

6 Parcel No. 6: All that portion north of University Drive of the
7 North One-half (N 1/2) of the Southwest One-quarter (SW 1/4) of the
8 Southeast One-quarter (SE 1/4) of the Northeast One-quarter (NE 1/4)
9 of Section Twenty-eight (28), Township Thirteen North (T13N), Range
10 Three West (R3W), Seward Meridian.

11 Parcel No. 7: All that portion north of University Drive of the
12 Northwest One-quarter (NW 1/4) of the Southeast One-quarter (SE 1/4)
13 of the Southeast One-quarter (SE 1/4) of the Northeast One-quarter (NE
14 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N),
15 Range Three West (R3W), Seward Meridian.

16 Parcel No. 8: The easterlymost two and one-half (2 1/2) acres
17 of the North One-half (N 1/2) of the Southwest One-quarter (SW 1/4)
18 of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28),
19 Township Thirteen North (T13N), Range Three West (R3W), Seward
20 Meridian.

21 Parcel No. 9: The Southwest One-quarter (SW 1/4) of the Northwest
22 One-quarter (NW 1/4) of the Northwest One-quarter (NW 1/4) of the South-
23 east One-quarter (SE 1/4) of Section Twenty-eight (28), Township
24 Thirteen North (T13N), Range Three West (R3W), Seward Meridian; and

25 The Southwest One-quarter (SW 1/4) of the Northwest One-quarter
26 (NW 1/4) of the Southeast One-quarter (SE 1/4) of Section Twenty-eight
27 (28), Township Thirteen North (T13N), Range Three West (R3W), Seward
28 Meridian; and

29 The Southwest One-quarter (SW 1/4) of the Southeast One-quarter

(SE 1/4) of the Northwest One-quarter (NW 1/4) of the Southeast One-quarter (SE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

2. All parcels have been patented to AMU under U. S. Patent No. 50-64-0186 and 50-64-0187, dated June 2, 1964, and the U of A's use shall be subject to the restrictions imposed in the original patents. This conveyance is subject to the approval of the Secretary of the United States Department of the Interior. Both parties agree to cooperate in planning for the use and development of their adjoining lands.

3. The U of A shall pay AMU the sum of One million nine hundred fifty thousand dollars (\$1,950,000) for the above described parcels of land with one-half (1/2) thereof payable on March 20, 1972, as soon as a legislative appropriation for this purpose is enacted, and the remaining one-half (1/2) thereof, payable on July 1, 1972.

4. AMU shall dedicate in perpetuity the balance of its main Anchorage campus which it holds under the November 28, 1958, U. S. Patent No. 1150278, including both land and existing and future buildings, to nonprofit education, health, recreation and conservation or related public purposes. The U of A has the right to enforce this dedication.

5. AMU and U of A shall implement the Memorandum of Understanding of August 11, 1969, commonly known as the "Consortium Agreement," to guarantee the sensible elimination of duplication of higher educational opportunities in Anchorage consistent with the stated objectives of the respective higher education institutions in the Anchorage area. AMU shall make available to the U of A classrooms and other facilities not now being fully utilized without further payment effective at once. The U of A and AMU shall establish and implement a common calendar for major terms in each academic year commencing with the 1972-73 academic year. The Legislative Council of the Alaska State Legislature shall oversee the implementation of the "Consortium Agreement" and shall enforce recommendations and settle disputes between AMU and U of A.

6. The implementation of this agreement is subject to legislative appropriation.

dated January 8, 1972,

7. The Memorandum of Understanding is hereby declared null and void.

Dated at Anchorage, Alaska this 11th day of March, 1972.

UNIVERSITY OF ALASKA

Attest:

By: William A. O'Neil
President, Board of Regents

Robert E. McFarland *Vice President*
Secretary, Board of Regents *Pro-Tem*

ALASKA METHODIST UNIVERSITY

Attest:

By: Carl Wischmeier
Chairman, Board of Trustees

Max H. McLaughlin
Secretary, Board of Trustees