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W2979113

E# 2979113 PG 1 OF 14
LEANN H KILTS, WEBER COUNTY RECORDER
09-MAY-19 232 PM FEE \$.00 DEP DC
REC FOR: WEBER BASIN WATER CONSERV DIST

Account No. 63181

Replacement Contract/District 1

Previous Owners: 1

Previous Contract: 46607

ASSIGNMENT

THIS ASSIGNMENT is made and entered into this 12 day of February, 2019, by and between Mountain Land Estates LLC (herein "First Party") and Carlton Richey, (herein "Second Party") (herein "Assignment").

WITNESSETH

WHEREAS, under date of January 26, 2007, Mountain Land Estates LLC, as Purchaser, entered into a contract with Weber Basin Water Conservancy District (herein "District") for the purchase of 120.00 acre-feet of water for replacement purposes (herein "Original Allotment"), which contract was thereafter recorded in the office of the County Recorder of Weber County, Utah, as Entry No. 2249778 (herein "Original Contract"); and

WHEREAS, under date of January 25, 2013, Mountain Land Estates LLC, cancelled all of the right, title and interest in and to 90.0 acre-feet of the Original Allotment, which cancellation was thereafter recorded in the office of the County Recorder of Weber County, Utah, as Entry No. 2622367; and

WHEREAS, First Party is now the current owner of the below referenced parcel and desires to assign and transfer to Second Party hereunder, First Party's right, title and interest in and to 30.0 acre-feet of water from the Original Allotment.

WHEREAS, the parties agree that, if any terms contained in this Assignment are inconsistent with any of the terms contained in the Original Contract, the terms of this Assignment shall govern; and

NOW, THEREFORE, it is hereby agreed between First Party, Second Party, and the District as follows:

1. ASSIGNMENT. First Party hereby assigns and transfers to Second Party all of First Party's right, title and interest in and to 30.0 acre-feet of water from the Original Allotment. Second Party agrees to comply strictly with all of the terms and conditions of the Original Contract and this Assignment, and proposes to use the water referred to in said Original Contract, and herein, on the following described lands in Weber County, Utah:

Sections 19 & 20, Township 7N, Range 3E, Acres 963.0±

Tax I.D. No.(s): 23-013-0027, 23-013-0028 & 23-013-0263

2. OBLIGATION TO PAY. In consideration of such Assignment and upon condition that this Assignment is granted by the District, Second Party hereby agrees with First Party, and with the District:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$6,884.40. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Assignment, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not Second Party actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be paid by the Second Party to the District on or before January 1, 2020 and shall be in payment for water available for use by Second Party in the 2020 calendar year. Succeeding annual payments shall be made by the Second Party to the District on or before January 1 of each year thereafter. The Second Party shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Second Party from paying the charges as assessed by the District.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Second Party is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Second Party is obligated to install appropriate metering and measuring devices. Second Party agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY. Every installment or charge required to be paid to the District under this Assignment, which shall remain unpaid after its due date, shall bear interest from the date of delinquency at a rate of 18% APR.

4. REMEDIES OF DISTRICT IN CASE OF DEFAULT. If the Second Party shall fail to make any payment due hereunder on or before the due date, the District may refuse the delivery of water, or upon written notice to Second Party, cancel this Assignment in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Assignment or by law to enforce collection of any payment due hereunder.

5. SECURITY. The District may, as a condition of this Assignment, require security to be pledged and committed by the Second Party, in addition to that security required in the Original Contract in order to insure and secure payments so required in this Assignment. The sufficiency and form of security shall be determined by the District. In order to secure the annual payments called for by this contract, Second Party agrees to impose and collect such fees or charges, including penalties and interest for delinquencies for any water, services, or facilities provided by it as shall always be sufficient to meet its annual operating and maintenance expenses and its obligations to the District in accordance with this contract. In the event of a shortage of revenue for such obligations, Successor Purchaser agrees to pay the District first out of revenues received. Second Party agrees that those assets described in Exhibit A shall be pledged as security for this Assignment.

6. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well for irrigation and domestic and miscellaneous purposes at a point located on the land hereinabove described, and for no other use or purpose.

7. OVERUSE. The amount of water to which the Second Party is entitled annually shall not exceed the allotted amount as described above. In the event that Second Party receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Second Party will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

8. UTAH STATE ENGINEER. Second Party's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Second Party shall not use the allotted water in any way and the District will not be obligated to deliver water to the Second Party as herein provided, until Second Party first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Second Party to obtain such approved exchange application.

9. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of

Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

10. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Second Party and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

11. WATER CONSERVATION. The Second Party shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.

12. FACILITIES. The Second Party shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Second Party's water supply. The metering or other measuring device installed by Second Party shall be satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that Second Party is able to secure through the source of Second Party's well.

13. BENEFICIAL USE. The basis, the measure and the limit of the right of the Second Party in the use of water shall rest perpetually in the beneficial application thereof, and the Second Party agrees to put the water allotted Second Party hereby to beneficial use in accordance with law. The Second Party shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

14. ACCOUNTING AND WATER SUPPLY RECORDS. The Second Party shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Second Party agrees to provide the above information and documentation to the District upon request, and within 30 days of such request.

15. COMPLIANCE WITH LAW. The Second Party agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

16. INDEMNIFICATION. Second Party agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Assignment by any prior purchaser under the Assignment or from the non-fulfillment of any covenant or agreement on the part of Second Party under or relating to this

instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

17. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

18. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Second Party and their respective successors and permitted assigns.

19. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Second Party submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Second Party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

20. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

21. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

22. SUCCESSION AND ASSIGNMENT. The Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted

assigns. Second party may not assign the Assignment or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

23. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Assignment.

24. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

25. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

26. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Second Party. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Second Party.

27. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

28. EFFECTIVE DATE. This Assignment shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

29. REUSE. The reuse of water delivered pursuant to this Assignment shall not be allowed without permission of the District. The waste, seepage, or return flow from water

delivered pursuant to this Assignment shall belong to the United States or the District for the use and benefit of the Weber Basin Project.

30. NOTICE. Any notice herein required to be given to Second Party or First Party shall be sufficiently given if sent by mail addressed to the Second Party or First Party at the address listed below, or if sent by electronic mail addressed to the Second Party or First Party at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

31. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and signed the day and year first above written.

FIRST PARTY: Mountain Land estates, LLC

BY:  NORMAN COOK

ITS: MNR.

ADDRESS: P.O. Box 4836
Logan ut 84323

EMAIL ADDRESS: vikinginvestments@gmail.com

SECOND PARTY: _____

BY: _____

ITS: _____

ADDRESS: Mountain Land Estates LLC

o/e: Jason Alfred

P.O. Box 4836

Logan, UT 84323

EMAIL ADDRESS: vikinginvestments@gmail.com

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and signed the day and year first above written.

FIRST PARTY: _____

BY: _____

ITS: _____

ADDRESS: _____

EMAIL ADDRESS: _____

SECOND PARTY: _____

BY:  _____
Carlton Richey

ITS: _____

ADDRESS: 482 N 1375 E _____

Layton, UT 84040 _____

EMAIL ADDRESS: Carl@richey.cc _____

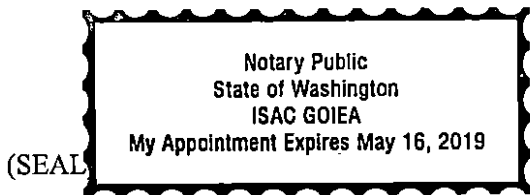
~~FIRST PARTY~~

STATE OF)
 : ss.
COUNTY OF)

On the 12th day of FEB, 2019, before me, Isac Goiea a notary
date month year notary public name

public, personally appeared Norman Cohn, proved on the basis of
name of document signer(s)

satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.



[Signature]
NOTARY PUBLIC SIGNATURE

SECOND PARTY

STATE OF)
 : ss.
COUNTY OF)

On the ___ day of ___, 20___, before me, _____ a notary
date month year notary public name

public, personally appeared _____, proved on the basis of
name of document signer(s)

satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.

NOTARY PUBLIC SIGNATURE

(SEAL)

FIRST PARTY

STATE OF _____)

: ss.

COUNTY OF _____)

On the ____ day of _____, 20____, before me, _____ a notary
date month year notary public name

public, personally appeared _____, proved on the basis of
name of document signer(s)

satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.

NOTARY PUBLIC SIGNATURE

(SEAL)

SECOND PARTY

STATE OF Utah)

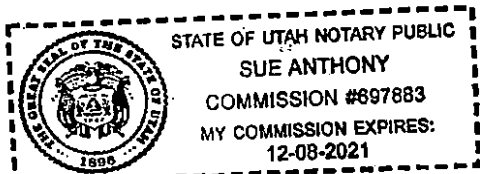
: ss.

COUNTY OF Davis)

On the 13th day of February, 2019, before me, Sue Anthony a notary
date month year notary public name

public, personally appeared Carlton Richey, proved on the basis of
name of document signer(s)

satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he) executed the same.



(SEAL)

Sue Anthony
NOTARY PUBLIC SIGNATURE

APPROVAL OF ASSIGNMENT

DUE NOTICE having been given and the Assignment brought before the Board of Trustees, IT IS ORDERED that the foregoing Assignment from Mountain Land Estates LLC to Carlton Richey be granted and an allotment of 30.0 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said Assignment set forth.

DATED this 28 day of March, 2019.

WEBER-BASIN WATER CONSERVANCY DISTRICT

BY



Paul C. Summers, President

ATTEST:


Tage I. Flint, Secretary

(SEAL)



"EXHIBIT A"

Parcel # 23-013-0027: THE NORTH 1/2 OF THE NORTH 1/2, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE EAST 1/2 OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE MERIDIAN, UTAH. CONTAINING 520 ACRES, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF THE SAID LAND ON FILE IN THE GENERAL LAND OFFICE.

Parcel # 23-013-0028: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

Parcel # 23-013-0263: ALL OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE MERIDIAN, US SURVEY, EXCEPT THAT PART DEEDED TO WEBER COUNTY (1375-1130) ALSO EXCEPTING THEREFROM ANY PART OF THE FOLLOWING DESCRIPTION WARRANTY DEED E#2618165: ALL OF SECTIONS 25 AND 35 AND PART OF SECTIONS 24 AND 36 OF TOWNSHIP 7 NORTH, RANGE 2 EAST AND PART OF SECTIONS 19 AND 30 OF TOWNSHIP 7 NORTH, RANGE 3 EAST AND SECTIONS 1 AND 2 OF TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN US SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEAST CORNER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 EAST, THENCE SOUTH 00D30'34" WEST 158.18 FEET TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 3 EAST, THENCE EAST ALONG THE NORTH LINE OF SECTION 19, SOUTH 89D04'33" EAST 384.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A COUNTY ROAD AS DEFINED IN BOOK 1385 PAGE 1130-1133, SAID DEED BEING ROTATED 0D12'20" CLOCKWISE TO MATCH THE CALLS TO THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST AND THE CALL FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 7 NORTH RANGE 3 EAST, THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWENTY (21) COURSES (1) SOUTH 57D16'50" EAST 510.87 FEET (2) WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 107.10 FEET, WITH A RADIUS OF 469.45 FEET, WHOSE CHORD BEARS SOUTH 63D48'58" EAST 106.87 FEET (3) SOUTH 70D21'05" EAST 633.72 FEET (4) WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 155.71 FEET, WITH A RADIUS OF 170.34 FEET, WHOSE CHORD BEARS SOUTH 44D09'48" EAST 150.35 FEET (5) SOUTH 17D58'35" EAST 325.69 FEET (6) WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 103.70 FEET, WITH A RADIUS OF 898.81 FEET WHOSE CHORD BEARS SOUTH 21D16'53" EAST 103.64 FEET (7) SOUTH 24D35'12" EAST 290.58 FEET (8) WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 98.18 FEET, WITH A RADIUS OF 1797.57 FEET, WHOSE CHORD BEARS SOUTH 23D01'19" EAST 98.17 FEET (9) SOUTH 21D27'27" EAST 847.26 FEET (10) WITH A NON TANGENT CURVE TO THE LEFT WITH AN ARC LENGTH OF 214.53 FEET WITH A RADIUS OF 321.80 FEET, WHOSE CHORD BEARS SOUTH 40D33'45" EAST 210.58 FEET (11) SOUTH 59D40'05" EAST 239.34 FEET (12) WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 83.11 FEET, WITH A RADIUS OF 181.30 FEET, WHOSE CHORD BEARS SOUTH 46D32'05" EAST 82.39 FEET (13) SOUTH 33D24'05" EAST 266.53 FEET (14) WITH A CURVE TO THE RIGHT WITH AN ARC OF LENGTH OF 91.70 FEET WITH A RADIUS OF 386.70 FEET, WHOSE CHORD BEARS SOUTH 26D36'27" EAST 91.49 FEET (15) SOUTH 19D48'50" EAST 290.70 FEET (16) WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 105.25 FEET, WITH A RADIUS OF 633.81 FEET, WHOSE CHORD BEARS SOUTH 24D34'16" EAST 105.13 FEET (17) SOUTH 29D19'42" EAST 779.70 FEET, (18) WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 175.89 FEET, WITH A RADIUS OF 310.08 FEET, WHOSE CHORD BEARS SOUTH

13D04'41" EAST 173.54 FEET (19) SOUTH 03D10'18" WEST 180.56 FEET (20) WITH A CURVETO THE LEFT WITH AN ARC LENGTH OF 211.19 FEET WITH A RADIUS OF 485.71 FEET, WHOSE CHORD BEARS SOUTH 09D17'04" EAST 209.53 FEET, (21) SOUTH 21D44'27" EAST 927.18 FEET TO THE SOUTH LINE OF SECTION 19, THENCE NORTH 89D55'35" WEST 365.43 FEET TO THE NORTHWEST CORNER OF THE MONTY NIELSEN PROPERTY, THENCE ALONG THE NIELSEN, NIEDERHAUSER AND GUSTAVESON PROPERTIES, SOUTH 00D00'30" EAST 2882.05 FEET TO THE BOUNDARY OF EVERGREEN SUBDIVISION, THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 19D10'02" WEST 1065.56 FEET (2) SOUTH 00D00'30" EAST 1391.07 FEET TO THE NORTH LINE OF SECTION 31, THENCE NORTH 89D43'13" WEST 3098.24 FEET TO THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 3 EAST, THENCE NORTH 00D15'46" WEST 59.61 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 EAST, THENCE NORTH 88D51'54" WEST, 2585.78 FEET TO THE SOUTH QUARTER CORNER OF SECTION 25, THENCE SOUTH 00D22'40" WEST 5349.62 FEET TO THE SOUTH QUARTER SECTION 36, THENCE SOUTH 89D21'09" EAST 2628.67 FEET TO THE SOUTHEAST CORNER OF SECTION 36, THENCE NORTH 89D44'27" EAST 102.35 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 2 EAST, THENCE ALONG THE BOUNDARIES OF SECTIONS 1 AND 2 OF TOWNSHIP 6 NORTH, RANGE 2 EAST THE FOLLOWING FIVE COURSES (5): (1) SOUTH 00D03'23" WEST 4896.37 FEET (2) SOUTH 02D32'41" WEST 80.32 FEET (3) SOUTH 89D37'07" WEST 5252.18 FEET (4) SOUTH 89D45'18" WEST 5395.31 FEET, (5) NORTH 01D17'19" EAST 5154.30 FEET TO THE NORTHWEST CORNER OF SECTION 2, THENCE NORTH 88D45'29" WEST 95.07 FEET TO THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 2 EAST, THENCE NORTH 00D32'17" WEST 2653.06 FEET TO THE WEST QUARTER CORNER OF SECTION 35, THENCE NORTH 01D14'24" EAST 2675.80 FEET TO THE NORTHWEST CORNER OF SECTION 35, THENCE SOUTH 89D40'10" EAST 2654.85 FEET TO THE NORTH QUARTER OF SECTION 35, THENCE SOUTH 89D56'45" EAST 2655.96 FEET TO THE CORNER COMMON TO SECTIONS 25, 26, 35 AND 36 THENCE NORTH 00D11'23" EAST 2705.50 FEET TO THE WEST QUARTER SECTION 25, THENCE NORTH 00D09'19" EAST 2713.30 FEET TO THE NORTHWEST CORNER SECTION 25, THENCE SOUTH 87D42'34" EAST 1299.24 FEET, THENCE NORTH 01D26'01" WEST 1292.26 FEET, THENCE SOUTH 88D24'55" EAST, 1301.03 FEET, THENCE NORTH 01D20'24" WEST 3885.82 FEET TO THE NORTH LINE OF SECTION 24, THENCE NORTH 88D45'27" EAST 2763.68 FEET TO THE POINT OF BEGINNING.