

**GARRISON DIVERSION CONSERVANCY DISTRICT  
AGRICULTURE AND NATURAL RESOURCES COMMITTEE**

**Carrington, North Dakota**

**April 18, 2024**

A meeting of the Agriculture and Natural Resources Committee of the Garrison Diversion Conservancy District at the Garrison Diversion headquarters in Carrington, North Dakota, on April 18, 2024. The meeting was called to order by Chairman Orn at 9:00 a.m.

**DIRECTORS PRESENT**

Board Chairman Alan Walter  
Committee Chairman Brian Orn (by video conference)  
Director Mark Cook (by video conference)  
Director Kelly Klosterman (by video conference)  
Director Donald Zimbleman  
Secretary Kip Kovar

**DIRECTORS ABSENT**

Director Brandon Krueger

**OTHERS PRESENT**

Garrison Diversion staff and others were present. A copy of the registration sheet is attached to these minutes as Annex I.

The meeting was recorded to assist with compilation of the minutes.

**READING OF THE MINUTES**

**Motion by Director Klosterman to dispense with a reading of the June 7, 2023, Agriculture and Natural Resources Committee minutes and approve them as distributed. Second by Director Cook. Upon voice vote, motion carried.**

**OAKES IRRIGATION RESEARCH SITE**

**Building Update** - - Kip Kovar, Secretary, provided a construction update and shared photos of the building being constructed at the Oakes Irrigation Research Site (OIRS).

Director Klosterman commented that all has been going well on the construction project. Once the insulated shell was put up, permission was given to spend the approximate \$44,000 in funding raised by Oakes Enhancement for the building's interior.

Mr. Kovar reviewed a summary of building costs. The Garrison Diversion board approved the contract with Gast Construction plus contingencies for a total of \$739,688. A breakdown of expenses is shown below:

Approved + contingencies	\$730,688.00
Bid Opening plus Alternate 1	\$653,800.00
Change Order 1 (rough plumb/elec)	45,635.00
Change Order 2 (mechanical room)	6,854.00
Concrete Aprons	<u>26,460.00</u>
	\$732,749.00
<b>Remaining funds</b>	<b>\$ 6,939.00</b>
Oakes Enhancement Funds	\$ 44,070.44
Electrical Boiler	\$ 13,328.00
Boiler	8,630.00
Water Heater	3,230.00
Steel	11,511.68
Steel Labor	<u>11,000.00</u>
	\$ 47,699.68
<b>Total</b>	<b>(\$ 3,629.24)</b>

Mr. Kovar stated after the funding provided by Garrison Diversion and Oakes Enhancement, there is a shortfall of \$3,629.24.

Mr. Kovar asked if the Agriculture and Natural Resources Committee would be willing to spend the additional \$3,630 to make the project whole. The money would either need to come from Garrison Diversion or North Dakota State University (NDSU).

Director Klosterman commented Garrison Diversion would still come out under budget according to the six-year funding phase out plan developed by this committee for the OIRS.

**Motion by Director Walter to recommend approving the expenditure of \$3,630 in contingency funds to cover the Oakes Enhancement shortfall for the building interior at the Oakes Irrigation Research Site to the full board. Second by Director Zimbleman. Upon roll call vote, the following directors voted aye: Cook, Klosterman, Orn, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Krueger. Motion carried.**

**Land Donation Agreement** - - Tami Norgard, Vogel Law Firm, reported Garrison Diversion authorized the development of a donation agreement and a deed to transfer the five-acre parcel of land at the OIRS to NDSU at the January board meeting. As she was preparing these documents, she thought it would also be prudent to have Garrison Diversion assign its lease on the land to NDSU since there is a 99-year lease on some of the property that was owned by the Titus family.

Ms. Norgard stated NDSU will be inheriting a portion of the land from the Titus family, which has not been done yet. NDSU will then ultimately own the land leased by Garrison Diversion.

As it sits today, the estate owns the land, Garrison Diversion leases it and NDSU has an agreement with Garrison Diversion to use the land for irrigation purposes. It is a little convoluted. Garrison Diversion has obligations to pay rent, electricity, insurance and maintenance and repairs on the property, as well as indemnify and hold NDSU harmless.

Ms. Norgard added at the Executive Committee in March, she suggested completing the donation agreement and within that stating the lease would be assigned to NDSU; therefore, eliminating the two-party system. She also told the Executive Committee it was not imperative because there are some termination provisions in the lease agreement.

Ms. Norgard said this information was passed along to NDSU, and they came back, through their legal counsel, only wanting to deal with the five-acre donation agreement, which needs to be approved by the ND State Board of High Education. As a result, the donation agreement has been revised after consultation with Garrison Diversion staff.

Ms. Norgard feels NDSU should be willing and interested in either agreeing to terminate the lease or assign it to them.

Ms. Norgard referred to a copy of the donation agreement, which is attached to these minutes as Annex II.

Director Klosterman asked if all the paperwork has been completed.

Ms. Norgard replied the paperwork is completed for the donation. She is not sure if it has to go back to the State Board of Higher Education again or if it can be handled internally. The donation agreement that has been distributed will take care of donating the five acres upon signatures, and there is a warranty deed that accompanies it.

Director Klosterman said as he understands it, it was to go back to the State Board of Higher Education once the paperwork was done.

**Motion by Director Klosterman to recommend authorizing the general manager to offer and execute the Donation Agreement between Garrison Diversion and the ND State Board of Higher Education, d/b/a as North Dakota State University, regarding Garrison Diversion's donation of the five-acre parcel of land at the Oakes Irrigation Research Site to the full board. Second by Director Cook. Upon roll call vote, the following directors voted aye: Cook, Klosterman, Orn, Walter and Zimbleman. Those voting nay: none. Absent and not voting: Krueger. Motion carried.**

#### **MCCLUSKY CANAL IRRIGATION UDATE**

**2024 Irrigation Interest** - - Ryan Anderson, Engineer, Garrison Diversion, reported there will be 7,900 acres of irrigation along the McClusky Canal this year, which is the same number as 2023. He is continuing to work with a couple of potential producers to pull approximately 750 acres off the east end of Lake Audubon. This is still in the high-level design phase.

Mr. Anderson also informed the committee he received a call from Moore Engineering recently regarding a potential irrigation project being looked into at Logan County; however, there are not many details available at this point.

Mr. Kovar said Garrison Diversion needs to start thinking about long-range plans for irrigation. The Dakota Water Resources Act (DWRA) authorizes Garrison Diversion to only irrigate 23,700 acres. There are 13,700 acres identified in the Turtle Lake area and 10,000 acres canal side.

It was always believed Garrison Diversion could also use the 28,000 undesignated acres in the DWRA, which Garrison Diversion tried to do. The Bureau of Reclamation said no, adding the Secretary of Interior has to develop those acres, and Reclamation is not interested in developing irrigation. As a result, there are 28,000 acres in the DWRA that cannot be touched.

Mr. Kovar added in reality, if there are 23,700 acres authorized and Garrison Diversion will be irrigating close to 9,000 acres, that leaves only 14,000 acres to develop that would be eligible for project use power. Long range, Garrison Diversion should start thinking about how to obtain more authorized acres.

### **ND IRRIGATION ASSOCIATION REPORT**

Dani Quissell, Executive Director, ND Irrigation Association, followed up on the topic of irrigation development. She and Garrison Diversion representatives were in Washington, DC, last week and had good conversations with the congressional delegations, including the project pumping power bill the NDIA continues to work on.

Ms. Quissell stated part of the conversation with Senator Cramer's office has been how could the legislation be written so the 28,000 undesignated irrigation acres could be accessible by Garrison Diversion. This is something the NDIA has been discussing with the congressional delegation knowing that, in a lot of different areas, it would be helpful to have Garrison Diversion as a partner in development of those acres even from a logistics standpoint when it comes to dealing with Reclamation on accessing the project pumping power rate and all the paperwork.

Ms. Quissell added this is an ongoing conversation taking place wrapped up in discussions about the MR&I cost ceiling in an attempt to move the project pumping power bill forward.

Ms. Quissell said there has been a lot of talk over the last year about state support for irrigation, and the state has stepped up in a pretty big way in providing additional cost share for irrigation districts. The NDIA also continues to talk with the Bank of North Dakota (BND) about increasing its contribution to the AG PACE program. That program provides interest rate buydowns for individual irrigators who are purchasing new systems, making financing more feasible. The SWC doubled its contribution to AG PACE program, but the BND has not yet increased its contribution. The NDIA is talking with the BND about whether it would be able to do that this year, but it may be more likely to get additional appropriations in the next legislative session.

Director Walter stressed the importance of working with the congressional delegation to access the 28,000 undesignated acres.

Ms. Quissell said the 28,000 acres are undesignated, but there are specific areas listed as to where these acres could be located, such as the Horsehead Flats south of Bismarck. The conversation taking place with the congressional delegation regarding the irrigation bill is to somehow include lands developed or in partnership with Garrison Diversion in that list. There may also be an option to include this language in a larger bill.

**Irrigation Study** - - Ms. Quissell thanked Garrison Diversion for its support with the statewide irrigation study. An application was submitted to the State Water Commission (SWC) to match the \$30,000 in funding received from Garrison Diversion. She recently received word that the SWC did approve the application so all the funding has been covered. NDSU is now in the process of hiring a grad student or post doctorate to start work on the study.

### OTHER

Mike Ostlie, Director, NDSU Carrington Research Extension Center, thanked Garrison Diversion for all the work it has done at the OIRS. A new site manager started on March 1. NDSU has a full crew for the summer, and the staff is excited.

Mr. Ostlie said NDSU is working through the process on the land arrangements at the OIRS, and will hopefully soon have this completed.

Mr. Kovar asked when will NDSU have funding to complete the inside offices in the new building.

Mr. Ostlie replied NDSU recently went through the State Board of Agriculture Research and Education (SBARE) listening sessions. Finishing the building at the OIRS will end up being the number one capital improvement priority with SBARE to be brought forward at the next legislative session. Essentially, the building interior will resume in July 2025, with a few smaller projects completed in between.

Mr. Ostlie shared a couple of irrigation related items, stating NDSU is moving forward with the green space renovation at the Carrington Research Extension Center (CREC). One of the included items is a dedication to the irrigation history of the CREC, as well as the OIRS. The CREC had the first center pivot in the state, and they would like to build a marker to note that.

Mr. Ostlie also mentioned he has been interested in looking into research projects related to using solar power for running irrigation pivots, and there were some initial discussions on this before Tom Scherer retired from NDSU. Whenever there is a replacement hired for that position, he looks forward to resuming those discussions regarding new irrigation development.

Chairman Orn said he would like to thank Kelly Cooper at Oakes for his help with the new building construction.

There being no further business to come before the committee, the meeting adjourned at 9:45 a.m.

(SEAL)

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Brian Orn, Chairman

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Kip Kovar, Secretary

# REGISTRATION

Agriculture and Natural Resources Committee  
Carrington, North Dakota  
April 18, 2024

NAME	ADDRESS
Mike Ostlie	Carrington, ND
Steve Metzger	GDCC - Foster Co.
Dave Anderson	GDCC - Pierce
Kenny Rogers	GDCC - Bottineau
Jason Siebert	GDCC - Traill
Tami Norgaard	Vogel Law Firm
Kip Kovar	GDCC
Jon Zimlemem	GDCC - Dickey
Lisa Schaper	GDCC
Alan M. Walker	WARD Co. REP
Suzanne Anderson	GDCC Ransom Co.
Greg Bensch	GDCC Barnes Co.
Kurt	GDCC
Mimi Muni	GDCC
<b>On Line:</b>	
Dani Quissell	NDIA
Kelly Klosterman	GDCC
Brian Orn	GDCC
Mark Cook	GDCC

## DONATION AGREEMENT

THIS DONATION AGREEMENT (“**Agreement**”) is made and entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between Garrison Diversion Conservancy District, (“**Donor**”) a political subdivision of the State of North Dakota, and the North Dakota State Board of Higher Education, d/b/a North Dakota State University, (“**Donee**”) a political subdivision of the State of North Dakota.

### RECITALS

WHEREAS, Donor owns certain real property located in Dickey County, North Dakota, more particularly described as Exhibit A (“**Property**”), attached hereto and incorporated herein, together with any and all hereditaments and appurtenances thereunto belonging.

WHEREAS, Donor desires to donate the Property to Donee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises, and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of where are hereby acknowledged, Donor and Donee hereby agree as follows:

### ARTICLE I

#### DONATION OF THE PROPERTY

**Section 1.1 Donation of the Property.** Upon the terms, covenants, and conditions herein set forth, Donor agrees to donate to Donee the Property and all improvements located thereon, and Donee agrees to accept the donation of the Property from Donor.

**Section 1.2 Condition of the Property.**

1.2.1 Property Information. At the cost of Donee, Donee agrees to obtain and update the abstract documents for the Property.

1.2.2 “AS-IS” Donation. Donee acknowledges and agrees that, except as expressly set forth in this Agreement and any documents delivered to Donee by Donor at closing, Donor has not made, and specifically negates and disclaims, any representations, warranties regarding any aspect of the Property, including without limitation: (A) the value, nature, quality, or physical condition of the Property, (B) the income to be derived from the Property, (C) the suitability of the Property for any activity or use which Donee or any tenant may conduct thereon, (D) the compliance of the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (E) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (F) the manner, quality, state of repair, or lack of repair of the Property, or (G) compliance of the Property with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including the existence in or on the Property of hazardous materials. Additionally, except as expressly set forth in this Agreement or any of the documents delivered by Donor to Donee at closing, no person acting on behalf of Donor is authorized to make, and by execution hereof Donee acknowledges that no person made, any representation, warranty, covenant, or agreement

regarding the Property or the donation contemplated herein. Donee acknowledges that, having been given the opportunity to inspect the Property, Donee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Donor. Donee further acknowledges and agrees that to the maximum extent permitted by law, the donation of the Property as provided for herein is made on an “AS IS” basis with all faults. Donee assumes the risk that adverse past, present, or future physical characteristics and conditions of the Property may not have been revealed by Donor’s disclosures or Donee’s inspections or investigations of the Property. The provisions of this section shall survive the closing or any termination of this Agreement.

### **Section 1.3 Title Commitment and Contingency.**

1.3.1 Title Commitment. Within 20 days of the Effective Date, Donee may, at Donee’s expense, request a title company issue and deliver to Donee a commitment to insure the Property (“**Title Commitment**”). Within 10 days following the receipt by Donee of Title Commitment and copies of all Exception Documents (the “**Title Review Period**”), Donee shall notify Donor, in writing (“**Donee’s Title Notice**”) as to which items, if any, disclosed in the Title Commitment are not acceptable to Donee. Within five (5) business days following Donor’s receipt of Donee’s Title Notice, Donor shall notify Donee, in writing (“**Donor’s Title Notice**”) that, with respect to each matter objected to in Donee’s Title Notice, either (1) it shall take such actions as may be reasonably necessary to eliminate such matter as an exception in the Title Commitment; or (2) that it shall not take any action to cure Donee’s objection to such matter. Except to the extent that Donor’s Title Notice expressly states that Donor will take an action with respect to a matter identified in Donee’s Title Notice (or if Donor fails to deliver Donor’s Title Notice within such five (5) business day period) then Donor shall be deemed to have elected cause (2) of this Section 1.3.1.

1.3.2 Title Contingency. In the event Donee fails to timely deliver Donee’s Title Notice, then Donee shall be deemed to have waived all title objections to matters shown in the Title Commitment. If Donee has timely delivered Donee’s Title Notice and Donor elects not to correct such objections, or is deemed to have elected not to correct such objections as provided in clause (2) of Section 1.3.1 hereof, Donee may either waive the objection and proceed to Closing (as defined in Article II below), or Donee may terminate this Agreement and neither Donor nor Donee shall have any further liability or obligation under this Agreement. If Donee fails to terminate this Agreement on or before the Closing Date (as defined in Article II below), then Donee shall be deemed to have waived all of its title objections (except with respect to those specific matters objected to in Donee’s Title Notice, which are agreed to be eliminated in Donor’s Title Notice (the “**Rejected Exceptions**”)).

**Section 1.4 No Payment.** The parties to this Agreement acknowledge and agree that there shall be no payment of money or goods of any kind made by Donee in exchange for Donor’s transfer of the Property to Donee. This Agreement and performance of any covenant or condition contained herein, is not contingent upon Donee obtaining financing from any source.



## ARTICLE II

### CLOSING

**Section 2.1 Closing.** The consummation of the property donation contemplated by this Agreement (the “Closing”) shall occur at [LOCATION], or at such other place as the parties may mutually agree, on for before [DATE] (the “Closing Date”).

**Section 2.2 Board of Higher Education Contingency.** The Closing of this Agreement shall be contingent on approval from the North Dakota State Board of Higher Education. Parties shall not be required to perform any part of this Agreement without this approval.

**Section 2.3 Donor Obligations at Closing.** At Closing, Donor shall execute, acknowledge (where necessary), and deliver to Donee, as appropriate, the following:

- (a) The Warranty Deed (attached hereto as Exhibit B), subject to easements, conditions, and restrictions of record;
- (b) Such other documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by Donee in connection with the performance of Donor’s obligations hereunder; and
- (c) Possession of the Property.

**Section 2.4 Donee Obligations at Closing.** At Closing, Donee shall execute, acknowledge (where necessary), and deliver to Donor, such documents and instruments as may be reasonably required to give effect to this Agreement or as may be reasonably requested by the Donor to evidence Donee’s acceptance of the Property being conveyed.

## ARTICLE III

### GENERAL PROVISIONS

**Section 3.1 Default.** In the event of any breach or default by Donee hereunder, Donor shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by Donor occurring prior to Closing and resulting in a failure to close, Donee’s sole and exclusive remedy shall be to terminate this Agreement, provided that Donee shall not exercise such remedy unless Donor has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

**Section 3.2 Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no oral understandings or agreements which in any way change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

**Section 3.3 Survival.** Except as otherwise expressly provided herein, the representations, warranties, covenants, and agreements set forth in this Agreement shall survive (and shall be enforceable

after) the Closing and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 3.4 Captions.** The headings or captions of the articles, sections, or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

**Section 3.5 Binding Effect.** This Agreement shall become effective and shall be binding on the parties only after it has been signed by both the Donee and the Donor. This Agreement and all covenants, terms, and provisions contained herein shall be binding upon and inure to the benefit of all the parties and their respective successors and assigns. The restrictions, covenants, and easement set forth in the Warranty Deed shall burden and run with the Property.

**Section 3.6 Governing Law.** This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws shall control the interpretation hereof, without giving effect to any conflict of law doctrine that otherwise might be applicable.

**Section 3.7 Counterparts.** This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement and shall be binding on the parties.

**Section 3.8 Participation.** Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

**Section 3.9 Exhibits.** Any reference herein to any exhibit, addendum, or attachment refers to the applicable exhibit, addendum, or attachment attached to this Agreement, and all such exhibits, addenda, or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

**Section 3.10 Conflicts.** In the event of a conflict between any provision of this Agreement and any provision of the Warranty Deed, the latter provision shall control to the extent of the conflict.

The parties have executed this Agreement as of the date stated above.

**GARRISON DIVERSION CONSERVANCY  
DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF NORTH DAKOTA    )  
  ) ss.  
COUNTY OF CASS            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Garrison Diversion Conservancy District, a political subdivision, on behalf of the political subdivision.

\_\_\_\_\_  
Notary Public

**NORTH DAKOTA STATE UNIVERSITY**

\_\_\_\_\_

By:

Its:

STATE OF NORTH DAKOTA    )  
  ) ss.  
COUNTY OF CASS            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ the \_\_\_\_\_ of North Dakota State University, a political subdivision, on behalf of the political subdivision.

\_\_\_\_\_  
Notary Public

### EXHIBIT A

That part of the Southeast Quarter of Section 17, Township 130 North, Range 59 West of the 5<sup>th</sup> Principal Meridian, Dickey County, North Dakota, described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 17; thence South 88 degrees 18 minutes 47 seconds West along the north line of the Southeast Quarter of said Section 17 a distance of 125.00 feet to the west right-of-way line of State Highway 1; thence South 01 degree 26 minutes 43 seconds East along the west right-of-way line of State Highway 1 a distance of 50.00 feet to the Point of Beginning; thence continuing South 01 degree 26 minutes 43 seconds East along the west right-of-way line of State Highway 1 a distance of 322.66 feet; thence South 88 degrees 18 minutes 47 seconds West parallel to the north line of the Southeast Quarter of said Section 17 a distance of 675.00; thence North 01 degree 26 minutes 43 seconds West parallel with the east line of the Southeast Quarter of said Section 17 a distance of 322.66 feet to a point 50.00 feet south of the north line of the Southeast Quarter of said Section 17; thence North 88 degrees 18 minutes 47 seconds East parallel with north line of the Southeast Quarter of said Section 17 a distance of 675.00 feet to the Point of Beginning; containing 5.00 acres more or less.

**EXHIBIT B**

(Top 3 inches reserved for recording data)

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**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Garrison Diversion Conservancy District, a political subdivision of the State of North Dakota (hereinafter, “**Grantor**”) and the North Dakota State Board of Higher Education, d/b/a North Dakota State University, a political subdivision of the State of North Dakota (hereinafter, “**Grantee**”), whose post office address is \_\_\_\_\_.

WITNESSETH, That the said Grantor, for and in consideration of the sum of One Dollar and other good and valuable consideration, to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL AND CONVEY**, unto said Grantee, its successors and assigns, **FOREVER**, the following real property lying and being in the County of Dickey, State of North Dakota, and described as follows, to-wit:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 17; thence South 88 degrees 18 minutes 47 seconds West along the north line of the Southeast Quarter of said Section 17 a distance of 125.00 feet to the west right-of-way line of State Highway 1; thence South 01 degree 26 minutes 43 seconds East along the west right-of-way line of State Highway 1 a distance of 50.00 feet to the Point of Beginning; thence continuing South 01 degree 26 minutes 43 seconds East along the west right of way line of State Highway 1 a distance of 322.66 feet; thence South 88 degrees 18 minutes 47 seconds West parallel to the north line of the Southeast Quarter of said Section 17 a distance of 675.00 feet; thence North 01 degree 26 minutes 43 seconds West parallel with the east line of the Southeast Quarter of said Section 17 a distance of 322.66 feet to a point 50.00 feet south of the north line of the Southeast Quarter of said Section 17; thence North 88 degrees 18 minutes 47 seconds East parallel with the north line of the Southeast Quarter of said Section 17 a distance of 675.00 feet to the Point of Beginning; containing 5.00 acres more or less.

The legal description set forth above was obtained from a previously recorded instrument.

TO HAVE AND TO HOLD THE SAME to the said Grantee, its successors and assigns; the said Grantee taking FOREVER and the Grantor, for itself and its successors, does covenant with the Grantee, that: (a) it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in the manner and form aforesaid; (b) that the same are free from all encumbrances, except real estate taxes and installments of special assessments not yet due and payable or those encumbrances evident on the abstract of title; and (c) the Grantor warrants title to the above bargained and granted premises, in the quiet and peaceable possession of the said Grantee, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof (except those claiming under a title warranty exception listed above), the Grantor will WARRANT and DEFEND title to the same.

(SIGNATURE AND ACKNOWLEDGMENT PAGE(S) FOLLOW)

