

STATE OF IDAHO DEED

DEED NO. 13113
(Evergreen Land Exchange)

THIS INDENTURE made this 29th day of October, 1996 by and between **STATE OF IDAHO, DEPARTMENT OF LANDS**, acting by and through the State Board of Land Commissioners, party of the first part, hereinafter referred to as "Grantor", and **EVERGREEN FOREST PRODUCTS, INC.**, of Drawer H, New Meadows, Idaho 83654, party of the second part, hereinafter referred to as "Grantee".

WITNESSETH, That the Grantor for and in consideration of the exchange of lands of equal value, in accordance with Section 58-138, Idaho Code, does bargain, sell, convey and confirm in fee unto the said Grantee and their heirs and assigns forever, all of the following described real property situate in Washington County, including all mineral rights pursuant to Section 58-138(1), Idaho Code, to-wit:

<u>Township 13 North, Range 6 West, Boise Meridian</u>	<u>Acres</u>
Section 36: All	640.00
<u>Township 12 North, Range 6 West, Boise Meridian</u>	
Section 36: All	640.00

containing 1,280.00 acres, more or less,

TO HAVE AND TO HOLD the above-described premises and parcel of land and granted real property unto **EVERGREEN FOREST PRODUCTS, INC.**, and their heirs and assigns forever, subject only to the following:

Rights-of-way thereon reserved to the United States for ditches and canals constructed by the authority of the United States (Act of August 30, 1890; 26 Stat. 391; U.S.C. 945) on all lands.

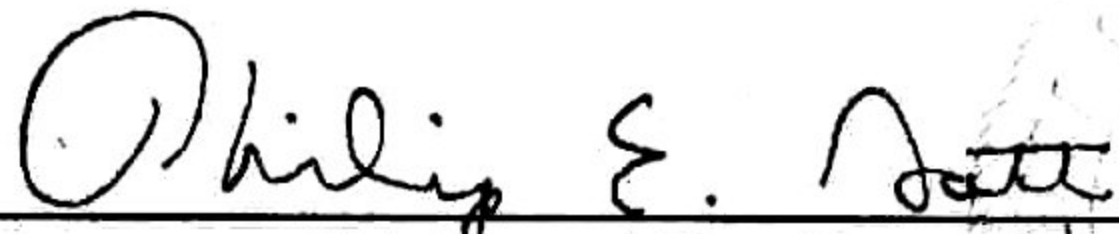
Subject to State of Idaho Easement No. 6003 issued to Washington County on October 31, 1996, for a road as it crosses the E½NE¼ of Section 36, Township 13 North, Range 6 West, Boise Meridian.

A road reservation to the State of Idaho for ingress and egress for the people of Idaho for the limited purpose of recreational and sportsman's access and for access to and from state and federal land by state and federal employees for administrative access. The road shall continue as an unimproved dirt road and shall not be

maintained by the State of Idaho nor shall the Grantee, or any successor owner of the underlying fee estate, have any obligation to maintain the road. The Grantor, Grantee, or any successor owner of the underlying fee estate of the road, shall have no liability for injury or death of any person or damage or destruction of any property occurring on the access road or in connection with any person's use of the access road for any reason whatsoever. The access easement shall not be transferrable to any other person, entity or governmental agency without the prior written consent of the Grantee or the successor owner of the underlying fee simple interest of the road. The subject road is an existing east-west road that traverses the S½NE¼, SW¼NW¼, N½SW¼ and NW¼SE¼ of Section 36, Township 13 North, Range 6 West, Boise Meridian.

The State of Idaho claims no interest in or to the improvements owned by the state lessee, James L. Eckhardt, located under, on or above the subject property. Nevertheless, to the extent the State of Idaho does, or may, have any interest in such improvements, the State of Idaho hereby assigns, transfers and conveys such interest, if any, to Grantee without warranty.

IN WITNESS WHEREOF, I, **PHILIP E. BATT**, the Governor of the State of Idaho and President of the State Board of Land Commissioners, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the State Board of Land Commissioners to be hereunto affixed, this 29th day of October, 1996.



Governor of Idaho and President of the
State Board of Land Commissioners

COUNTERSIGNED:



Secretary of State

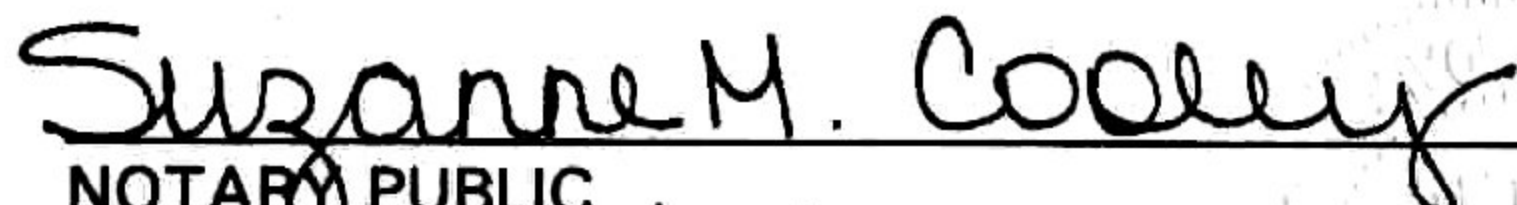


Director, Department of Lands



STATE OF IDAHO)
(ss.
County of Ada)

On this 29th day of October in the year 1996, before me a Notary Public in and for said State, personally appeared **PHILIP E. BATT**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, and **PETE T. CENARRUSA**, known to me to be the Secretary of State of the State of Idaho, and **STANLEY F. HAMILTON**, known to me to be the Director of the Department of Lands of the State of Idaho, who executed the said instrument and acknowledged to me that such State of Idaho executed the same.



NOTARY PUBLIC
Residing at Boise, Idaho
My Bond expires: 7/22/2002