

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 31 2012

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
65-12755	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: OFFICE MAY
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Cloverdale NRS
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

2528 N. Cloverdale Rd
Mailing address

Boise ID 83713
City State ZIP

2083755262
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____.

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: Terry Cool President 7-31-12
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by RS Date 7-31-12 Receipt No. WU40430 Receipt Amt. 100-
Approved by _____ Processed by RS Date 7-31-12

Instrument # 347302

VALLEY COUNTY, CASCADE, IDAHO

11-18-2009 11:13:27 No. of Pages: 29

Recorded for : AMERITITLE

ARCHIE N. BANBURY

Fee: 87.00

Ex-Officio Recorder Deputy

Index to: DEEDS

This instrument was prepared by:

Dennis Radocha, Esq.
OfficeMax Incorporated
1111 West Jefferson Street
Suite 510
Boise, ID 83702

After recording mail to:

Dennis Radocha, Esq.
OfficeMax Incorporated
1111 West Jefferson Street
Suite 510
Boise, ID 83702

Tax Parcel No. _____

IC 15361

For Recorder's Use Only

SPECIAL WARRANTY DEED

(Valley County, Idaho)

This **SPECIAL WARRANTY DEED**, made this 12th day of November, 2009, from **OFFICEMAX INCORPORATED**, a Delaware corporation, successor-in-interest to Boise Cascade Corporation, having an address of 263 Shuman Boulevard Naperville, Illinois 60563 ("Grantor"), to **CLOVERDALE NURSERY & TURF FARM, INC.**, an Idaho corporation, having an address of 2528 N. Cloverdale Rd., Boise, Idaho 83713 ("Grantee").

WITNESSETH, that Grantor, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, does hereby grant, bargain, sell, convey and confirm unto Grantee, and the heirs or successors and assigns of Grantee:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Valley County, State of Idaho, as further described on "Exhibit A" attached hereto and made a part hereof (the "Property");

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, and all access rights of Grantor in and to the Property (collectively, the "Access Rights"); and

TOGETHER with the hereditaments and appurtenances and all the estate and rights of Grantor in and to the Property, including, without limitation, timber rights, mineral rights and water rights (collectively, the "Property Rights");

SUBJECT to the Environmental Covenants in Exhibits B and C, attached hereto; and

SUBJECT to taxes, assessments and other governmental charges not yet delinquent, and the following exceptions, none of which, individually or in the aggregate, materially impair the current use (or materially detract from the value as currently used) of either the Property, the Access Rights or the Property Rights: (i) easements, quasi-easements, licenses, covenants, rights-of-way and other similar restrictions, including any other agreements, conditions, restrictions or other matters which would be shown by a current title report or other similar report or listing; (ii) any conditions or questions regarding boundary or meander liens that may be shown by a current survey, title report or physical inspection; (iii) zoning, building and other similar restrictions; and (iv) such encroachments, boundary line disputes, access restrictions or absence of access, adverse possession claims, easements, covenants, use restrictions, zoning restrictions and other third-party rights which are common to commercial properties (collectively, the "Permitted Exceptions").

GRANTOR hereby binds itself and its successors to warrant and forever defend the right and title unto Grantee, its assigns and successors, subject to the Permitted Exceptions, for all purposes, against the claims of all persons owning, holding or claiming by, through or under Grantor, but against none other, and Grantor hereby represents and warrants further that it has no knowledge that such warranties are untrue as against the claims of any persons owning, holding or claiming, by, through or under any holders in title to the Property prior to Grantor.

TO HAVE AND TO HOLD the Property, the Access Rights and the Property Rights, unto Grantee, the heirs or successors and assigns of Grantee, forever.

(Signatures on Next Page)

IN WITNESS WHEREOF, Grantor has duly executed this deed by its duly authorized officer or representative on the day and year first above written.

OFFICEMAX INCORPORATED, a
Delaware corporation, successor-in-
interest to Boise Cascade Corporation

OK
By: Matthew R. Broad
Name: Matthew R. Broad
Its: Executive Vice President

WITNESS:

By: Barbara Layman
Name: Barbara Layman

Corporate Seal:

By: Kimber L. McKnight
Name: Kimber L. McKnight

ATTEST:

By: Dennis L. Raducha
Name: DENNIS L. RADUCHA
Its: ASSISTANT Secretary

Mail Tax Bills To:

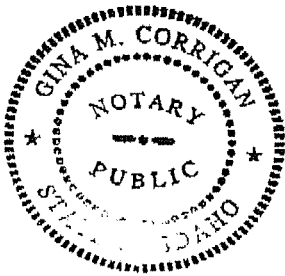
Cloverdale Nursery & Turf Farm, Inc.
Attn.: Terry Cook, President
2528 N. Cloverdale Rd.
Boise, Idaho 83713

STATE OF IDAHO)

COUNTY OF Ada) ss.

ON THIS 12 day of November, 2009, before me, a notary public in and for said State, personally appeared and known to me to be the BC + EIP of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Gina M. Corrigan
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires:

1/20/2011

EXHIBIT A
PROPERTY DESCRIPTION
SOUTH PARCEL

FOX Land Surveys, Inc.**1515 South Shoshone St. Δ Boise, Idaho Δ 83705 Δ 208-342-7957 Δ 208-342-7437 FAX****PARCEL DESCRIPTION**

**A PORTION OF GOVERNMENT LOTS 2, 3 AND 4
IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
CASCADE, VALLEY COUNTY, IDAHO**

A portion of Government Lots 2, 3 and 4 in Section 36, Township 14 North, Range 3 East, Boise Meridian, Cascade, Valley County, Idaho, more particularly described as follows;

Beginning at the found Brass Cap at the Section Corner common to Sections 30 and 31, Township 14 North, Range 4 East, and Sections 25 and 36, Township 14 North Range 3 East, Boise Meridian, from which a found Brass Cap at the ¼ Corner common to Sections 36 and 31 bears South 00° 25' 59" West, a distance of 2643.67 feet;

1. thence along the section line common to Sections 25 and 36, South 89° 16' 00" West, a distance of 2091.66 feet to a point on the easterly Right-of-Way of the Idaho Northern and Pacific Railroad;
2. thence North 56°09'19" East, a distance of 100.00 feet;
3. thence along a line parallel with and 100.00 feet east of the east Right-of-Way of the Idaho Northern and Pacific Railroad, South 33°50'41" East, a distance of 550.00 feet;
4. thence South 56°09'19" West, a distance of 100.00 feet to the east Right-of-Way of said Railroad;
5. thence along said Railroad Right-of-Way, South 33° 50' 41" East, a distance of 566.98 feet to the **TRUE POINT OF BEGINNING**;
6. thence North 56° 09' 19" East, a distance of 727.04 feet to the Ordinary High Water Line of the Right Bank of the Payette River;
7. thence along said Ordinary High Water Line the following courses and distances:

8. South 30° 52' 01" East, a distance of 85.88 feet;
9. South 40° 02' 52" East, a distance of 180.28 feet;
10. South 64° 28' 21" East, a distance of 129.09 feet;
11. South 15° 42' 58" East, a distance of 102.55 feet;
12. South 36° 44' 04" East, a distance of 195.91 feet;
13. South 36° 36' 28" East, a distance of 142.62 feet;
14. South 28° 33' 40" East, a distance of 115.12 feet;
15. South 44° 04' 34" East, a distance of 119.12 feet;
16. South 60° 31' 12" East, a distance of 61.86 feet;
17. South 47° 34' 16" East, a distance of 108.37 feet;
18. South 54° 06' 39" East, a distance of 88.61 feet;
19. thence leaving Ordinary High Water Line of the Right Bank of the Payette River, South 00° 25' 59" West, a distance of 949.36 feet;
20. thence South 88° 45' 16" West, a distance of 685.21 feet to the East Right-of-Way of Highway 55;
21. thence along said Right-of-Way, North 43° 35' 28" West, a distance of 225.83 feet to the East Right-of-Way of the Idaho Northern and Pacific Railroad, at the beginning of a non-tangent curve to the left;
22. thence along said Railroad Right-of-Way and non-tangent curve to the left, having a length of 1235.16 feet, a radius of 2914.90 feet, a central angle of 24° 16' 43", tangents of 626.99 feet, and a long chord which bears North 21° 42' 20" West, a distance of 1225.94 feet to a point of tangency;
23. thence continuing along the East Right-of-Way of the Idaho Northern and Pacific Railroad, North 33° 50' 41" West, a distance of 281.06 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,633,051 square feet (37.490 acres) more or less.

Subject to easements and rights-of-way of record or not of record.

Also subject to the following:

- The State of Idaho's claim to the lands easterly of the Ordinary High Water Line.
- The resolution of Railroad Right-of-Way and Boise Cascade Ownership deed call issues.

Any modification of this description shall render it null and void.

Fox Land Surveys, Inc.
Timothy J. Fox, President, PLS 7612

END OF DESCRIPTION



TJF:taj
W:\PROJECTS\2001-01-127.PU\PROJECT\FLS1\DOCS\20127SLOGSPONDVIEW-DESC.DOCX

FOX Land Surveys, Inc.**4696 W. Overland Rd. Ste 162 Δ Boise Idaho Δ 83705 Δ 208-342-7957 Δ 208-342-7437 FAX****NORTH LOG YARD PARCEL:**

**A PORTION OF GOVERNMENT LOT 10 AND GOVERNMENT LOT 11
AND A PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼
OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
CASCADE, VALLEY COUNTY, IDAHO**

A portion of Government Lot 10, Government Lot 11 and a portion of the Northeast ¼ of the Southwest ¼ of Section 25, Township 14 North, Range 3 East, Boise Meridian, Cascade, Valley County, Idaho, more particularly described as follows;

Beginning at the found Brass Cap at the Section Corner common to Sections 30 and 31, Township 14 North, Range 4 East, and said Sections 25 and 36, Township 14 North Range 3 East, Boise Meridian from which a found Brass Cap at the ¼ Corner common to said Sections 36 and 31 bears South 00° 25' 59" West a distance of 2643.67 feet;

thence along the section line common to said Sections 25 and 36, South 89° 16' 00" West a distance of 2091.66 feet to a point on the easterly Right-of-Way of the Idaho Northern and Pacific Railroad;

thence along said easterly Right-of-Way of said Railroad North 33° 50' 41" West a distance of 115.00 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said easterly Right-of-Way of said Railroad the following courses and distances:

North 33° 50' 41" West a distance of 373.99 feet, more or less, to a point of intersection with the south line of Warranty Deed Instrument Number 48849, recorded in Book 30, Page 610;

North 56° 09' 19" East along said south line a distance of 100.00 feet to the southeast corner of said Warranty Deed Instrument Number 48849;

thence North 33° 50' 41" West along the east line of said Warranty Deed Instrument Number 48849 a distance of 610.07 feet, more or less, to a point of intersection with the east line of Deed Record Number 10, Instrument Number 25938;

thence North 09° 16' 49" West along the east line of said Deed Record Number 10, Instrument Number 25938 a distance of 120.27 feet, more or less, to a point of intersection with Deed

EXHIBIT A
TO Special Warranty
Deed

Record Number 10, Instrument Number 25939;

thence North 56° 09' 19" East, along the south line of said Deed Record Number 10, Instrument Number 25939 a distance of 588.70 feet to a 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at the east most corner of said Deed Record Number 10, Instrument Number 25939;

thence North 33° 50' 41" West along the east most line of said Deed Record Number 10, Instrument Number 25939 a distance of 144.70 feet to a 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at the north most corner of said Deed Record Number 10, Instrument Number 25939;

thence South 56° 09' 19" West a distance of 430.11 feet to a 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at the east line of Deed Record Number 10 Warranty Deed Instrument Number 26241;

thence along said east line of Deed Record Number 10 Warranty Deed Instrument Number 26241, North 33° 50' 41" West a distance of 204.08 feet to a 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at the angle point in Corporation Quit Claim Deed Instrument Number 74747;

thence along the southeast line of said Corporation Quit Claim Deed Instrument Number 74747, North 14° 58' 07" East a distance of 113.89 feet to a found Brass Cap at the east corner common to Corporation Quit Claim Deed Instrument Number 74747 and Warranty Deed Instrument Number 132614;

thence along the east line of said Warranty Deed Instrument Number 132614 North 16° 46' 43" West a distance of 148.41 feet to a 5/8 inch rebar stamped "FLSI PLS 7612" on the South line of the Lefever Subdivision;

thence along the south line of said Lefever Subdivision North 56° 00' 42" East a distance of 1.67 feet to a 5/8 inch rebar with plastic cap stamped FLSI PLS 7612" at the southeast corner of said Lefever Subdivision;

thence continuing along the east line of said Lefever Subdivision North 33° 59' 18" West a distance of 134.33 feet to a found 3/4 inch iron pipe on the south Right-of-Way of Pine Street at the south corner of Quit-Claim Deed Instrument Number 227609;

thence boundary line of said Quit Claim Deed Instrument Number 227609 the following Courses and distances:

North 56° 55' 23" East a distance of 60.54 feet to a found 5/8 inch rebar with plastic cap stamped "FODREA PLS 5618";

North 33° 51' 00" West a distance of 119.97 feet to a found 5/8 inch rebar with plastic cap stamped "FODREA PLS 5618";

North 56° 09' 03" East a distance of 912.40 feet to a found 5/8 inch rebar with plastic cap stamped "FODREA PLS 5618";

South 33° 50' 57" East a distance of 197.47 feet to a 5/8 inch rebar with plastic cap stamped "FLSI PLS 5618";

North 56° 09' 03" East a distance of 200.02 feet to a found 5/8 inch rebar with plastic cap stamped "FODREA PLS 5618";

South 23° 46' 14" East a distance of 401.73 feet to a found 5/8 inch rebar with plastic cap stamped "FODREA PLS 5618";

South 00° 14' 22" East a distance of 371.46 feet to a found 5/8 inch rebar with plastic cap stamped "FLSI PLS 5618";

South 06° 06' 57" East a distance of 398.55 feet to a found 5/8 inch rebar with plastic cap stamped "FODREA PLS 5618";

South 27° 40' 50" East a distance of 325.48 feet to a found 5/8 inch rebar with plastic cap stamped "FODREA PLS 5618";

South 02° 04' 49" West a distance of 484.91 feet to a found 5/8 inch rebar with plastic cap stamped "FODREA PLS 5618";

thence North 87° 55' 04" West a distance of 100.12 feet to a point;

thence South 56° 09' 19" West a distance of 750.30 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,040,526 square feet, 46.844 Acres, More or Less.

The subject property is subject to the following:

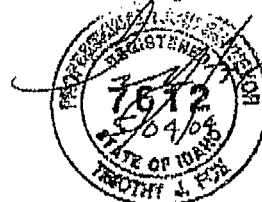
Subject to all easements and rights-of-way of record, and, not of record.

State of Idaho's claim to the lands easterly of the Ordinary High Water Line.

The resolution Railroad Right-of-Way and Boise Cascade Ownership deed call issues.

FOX Land Surveys Inc.

F:\PROJECTS\2001\20126-01\DESCRIPTIONS\PARCELEAST.DOC



eed Inst. No. 83380 & 45087

Map

Refer to Map No. 83380, Inst. No. 45087, for details.

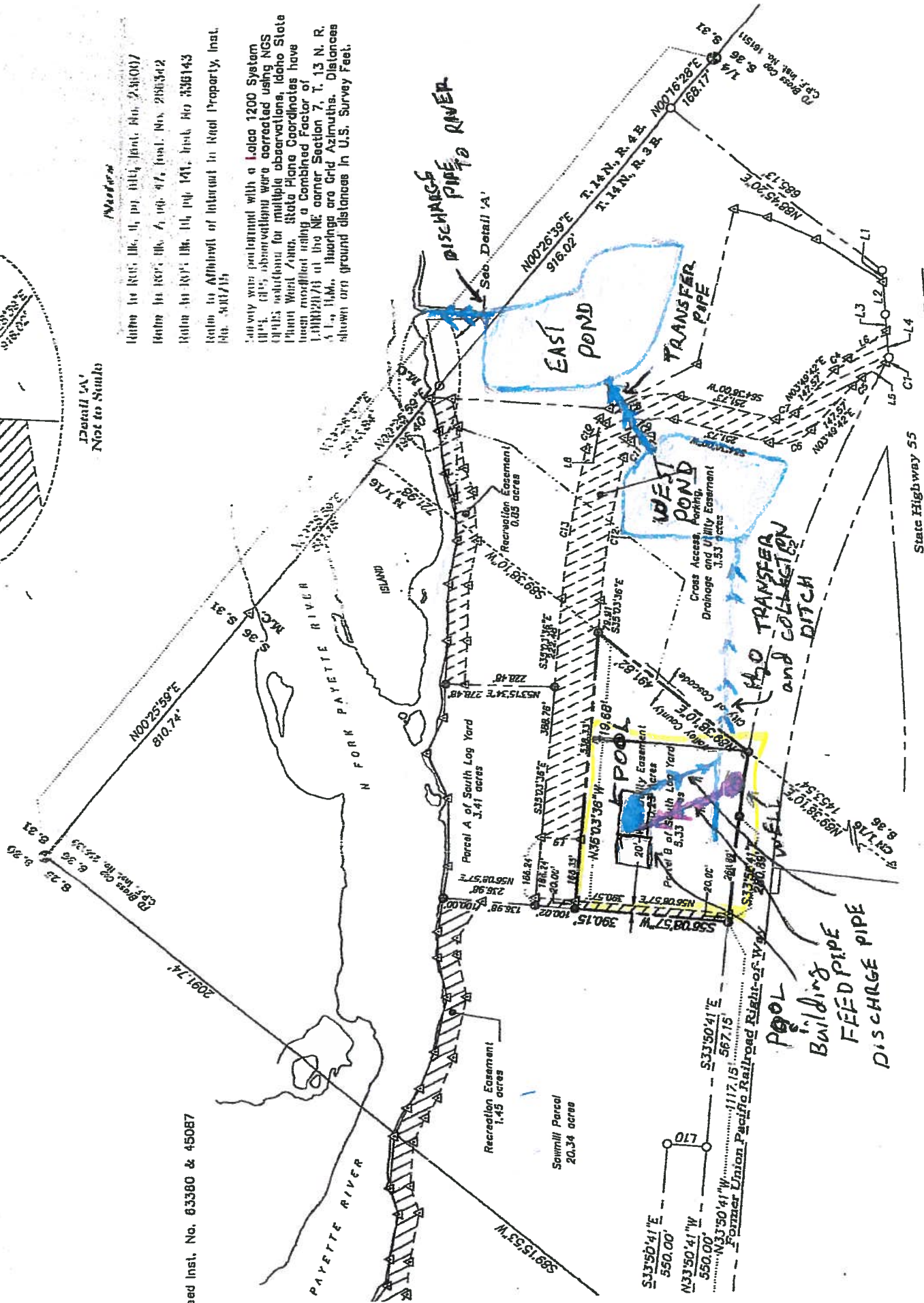
Refer to Map No. 83380, Inst. No. 45087, for details.

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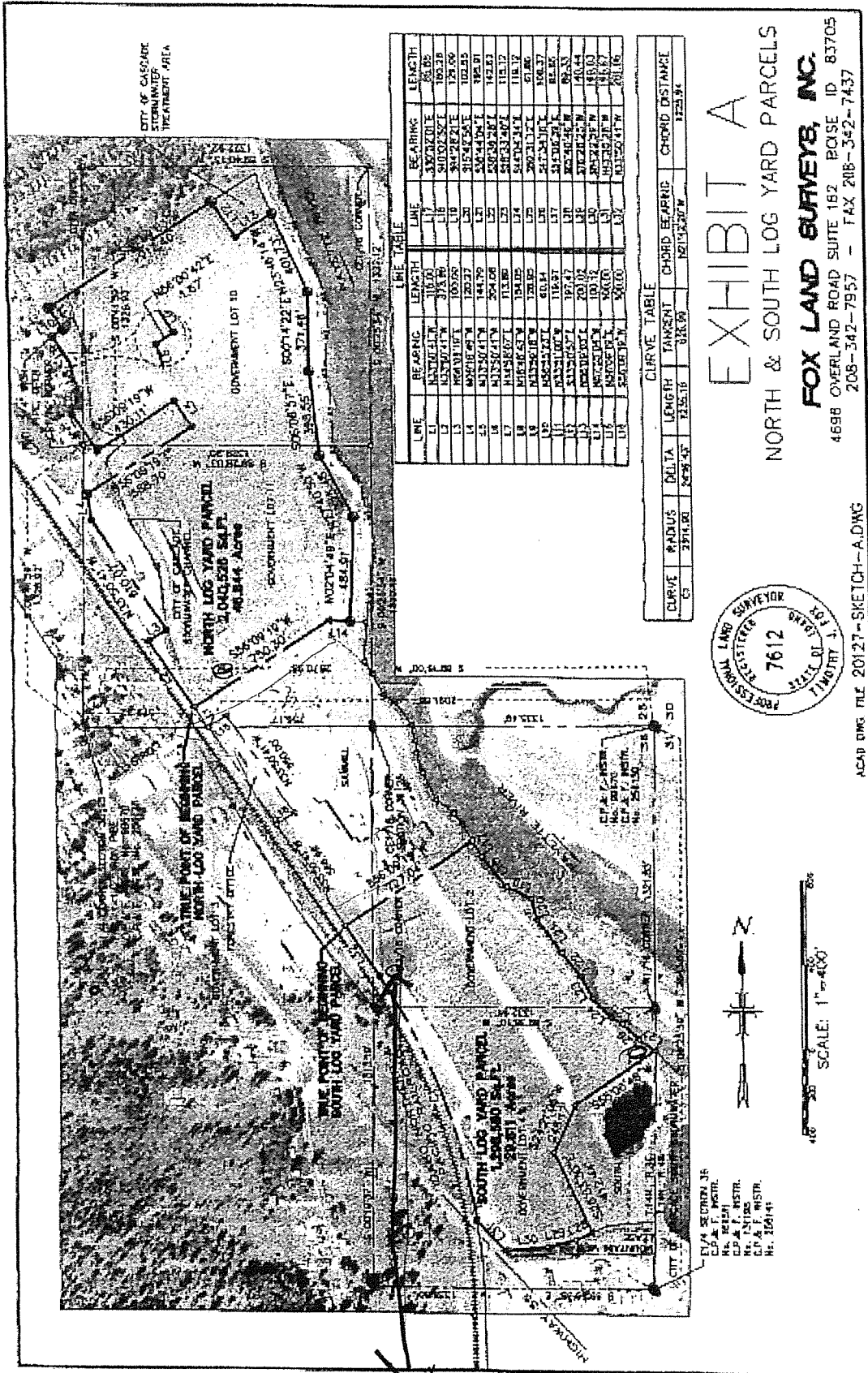
Survey was performed with a Leica 1200 System GPS. All observations were corrected using NGS CORS solutions for multiple observations, Idaho State Plane West Zone. State Plane Coordinates have been modified using a Combined Factor of 1.00000000 at the NE corner Section 7, T. 13 N. R. 4 E. All bearings are Grid Azimuths. Distances shown are ground distances in U.S. Survey Feet.

Detail 'A'
Not to Scale



State Highway 55

DRAFT WATER MANAGEMENT PLAN



Duplicate
ORIGINAL

REAL PROPERTY CONVEYANCE AGREEMENT

This Real Property Conveyance Agreement (this "Conveyance Agreement") is made effective as of this 12th day of November, 2009, between OFFICEMAX INCORPORATED, successor to BOISE CASCADE CORPORATION ("OfficeMax"), a Delaware corporation, and CLOVERDALE NURSERY & TURF FARM, INC., an Idaho corporation ("Cloverdale"). The parties agree as follows:

1. Property. Subject to the terms and conditions of this Conveyance Agreement, OfficeMax shall convey to Cloverdale and Cloverdale shall accept from OfficeMax real property described more fully in Exhibit A attached hereto (the "Property"). This conveyance shall include all water rights appurtenant to the Property and which are in OfficeMax's, or its predecessor-in-interest, Boise Cascade Corporation's.

2. Consideration. OfficeMax by and through its predecessor-in-interest, Boise Cascade Corporation, and Cloverdale entered into a Wood and Mill Yard Debris Recovery Agreement, dated May 1, 2004 ("Recovery Agreement"). The Recovery Agreement is attached hereto as Exhibit B and is specifically made a part of this Conveyance Agreement. Paragraph 28 of the Recovery Agreement provides that the Property is to be conveyed to Cloverdale upon achievement of the standards and goals required by the Recovery Agreement and OfficeMax's receipt of a "no further action" or similar letter from the Idaho Department of Environmental Quality ("IDEQ") accepting the work and approving the reclamation and remediation on the Property.

OfficeMax believes Cloverdale has achieved the standards and goals required by the Agreement. Since the Property was not entered into a voluntary cleanup agreement with IDEQ, the parties agree it is improbable that IDEQ will issue a "no further action" or similar letter for the wood yard debris reclamation. The parties hereto agree to consummate this transaction without such "no further action" or similar letter from IDEQ for the wood yard debris reclamation work and the Property. As consideration for not obtaining the "no further action" letter from IDEQ, the parties agree that the Property, upon conveyance, shall be subject to the Environmental Covenants attached hereto as Exhibit C (for the "South Log Yard") and Exhibit D (for the "North Log Yard"). The Environmental Covenants shall be recorded as required in the Environmental Covenants.

3. Closing. The Closing Agent for this Agreement shall be Colleen Cole, AmeriTitle, 700 S. Main St., Cascade, ID 83611 ("Closing Agent"). OfficeMax and Cloverdale shall each pay one-half of the recording fees, transfer taxes, and Closing Agent fees.

4. Time, Date and Place of Closing. Closing shall be at the offices of the Closing Agent on or before December 31, 2009, or at such other time, date, and place as may be mutually agreed between OfficeMax and Cloverdale.

5. Conveyance of Title. Title to the Property shall be conveyed at the time of Closing by special warranty deed in the form of Exhibit E attached hereto. Title to the Property shall be marketable and insurable and shall be free and clear of all liens, encumbrances, and restrictions, except: (i) easements, quasi-easements, licenses, covenants, rights-of-way and other similar restrictions, including any other agreements, conditions, restrictions or other matters which would be shown by a current title report or other similar report or listing; (ii) any conditions or questions regarding boundary or meander lines that may be shown by a current survey, title report or physical inspection; (iii) zoning, building and other similar restrictions; and (iv) such encroachments, boundary line disputes, access restrictions or absence of access, adverse possession claims, easements, covenants, use restrictions, zoning restrictions and other third-party rights which are common to commercial real estate (collectively, the "Permitted Exceptions")

6. Title Insurance. OfficeMax shall purchase and deliver to Cloverdale an owner's form title insurance policy for the Property. In the event the preliminary title report discloses any claims, liens, encumbrances, reservations, or restrictions against the Property not acceptable to Cloverdale, then Cloverdale shall so notify OfficeMax. OfficeMax may elect to cure any claim, lien, encumbrance, reservation, or restriction objected to by Cloverdale prior to the Closing or terminate this Agreement. Within a reasonable time after the Closing, OfficeMax shall deliver to Cloverdale a title policy in an amount equal to the current assessed value of the Property insuring title to the Property.

a. Prorated Items. The following items shall be prorated as of Closing: (i) tax assessments using the last assessments available prior to Closing, and (ii) real property taxes for the current year which are not due and payable on or before Closing.

7. Liability to Broker. OfficeMax hereby represents and warrants to Cloverdale that it has not committed or incurred liability to a broker, and is solely responsible for any brokerage fees, finder's fees, or other commissions with respect to the transaction contemplated by this Agreement, and OfficeMax agrees to indemnify and hold Cloverdale harmless from and against any claims asserted against Cloverdale for such fees or commissions by any such person. Cloverdale hereby represents and warrants to OfficeMax that it has not committed or incurred any liability to any broker, finder, appraiser, or other agent for any brokerage fees, finder's fee, or other commissions with respect to the transaction contemplated by this Agreement, and Cloverdale agrees to indemnify and hold OfficeMax harmless from and against any claims asserted against OfficeMax for such fees or commissions by any such person.

8. Risk of Loss. Until Closing, OfficeMax shall assume all risk of loss or damage with respect to the Property. In the event of any loss or damage to all or any part of the Property prior to Closing, Cloverdale shall have the right to (i) terminate this Agreement and each party shall be fully released and discharged from any further obligations under this Agreement, or (ii) close the purchase of the Property and elect to receive all insurance proceeds paid or payable by reason of the loss or damage.

9. Condition of Property. Except for any warranties provided in the Special Warranty Deed conveying the Property, the Property is conveyed "as is", with no warranties or representations of any kind regarding the condition of the Property or any matter concerning the Property, including no warranties or representations regarding the environmental condition of the property and/or the presence of any Hazardous Substances, as that term is defined in the Agreement, and in any similar state, or local law or regulation, in, on, around, or under the Property.

Further, the parties agree that environmental site assessments of the Property, shown below, concluded there are no Recognized Environmental Conditions, except as described in the assessment reports, and have not recommended any further environmental investigation on the Property, except as described in the assessment reports. Cloverdale acknowledges that it has been provided with and has reviewed the following environmental assessment reports ("Environmental Reports") for the Property:

Phase 1 Environmental Site Assessment North Log Yard, Former Cascade Sawmill Cascade, Idaho, by CES, dated October 6, 2009.

Phase 1 Environmental Site Assessment South Log Yard, Former Cascade Sawmill Cascade, Idaho, by CES, dated October 28, 2009.

Phase 1 Environmental Site Assessment, Forestry Office, South Pond, Mtn. View Lease and South Stormwater Ditch by AMEC, dated July 28, 2004

Sampling Report on the South Log Yard by Maxim Technologies, dated January 26, 2005

These Environmental Reports constitute the material and relevant environmental assessments done on the Property. Cloverdale further acknowledges that it has had the opportunity to commission its own reasonable environmental site assessment on the Property and has chosen not to do so.

10. Indemnification. As required by the Agreement and as partial consideration for conveyance of the Property, Cloverdale agrees to indemnify, hold harmless, defend, and release OfficeMax for any and all conditions, claims, or liabilities of any kind, including any which may have been present on the Property in the past, which may be or are present on the Property currently, or which may be present on the Property in the future, including all conditions, claims, or liabilities which may arise under any Environmental Law, as that term is defined in the Agreement.

11. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

12. Successors and Assigns. Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

13. Entire Agreement. This Agreement, together with the accompanying Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations. Neither party shall record this Agreement nor any copy hereof without the express written consent of the other party. Any modification or amendment to this Agreement shall be made only by a writing signed by both parties hereto.

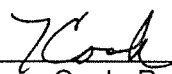
14. Severability. The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

15. Recording. Neither this Real Property Conveyance Agreement, nor any part or portion thereof, shall be recorded by any party.

Dated: 11-12-09, 2009

**CLOVERDALE NURSERY & TURF FARM,
INC., an Idaho corporation**

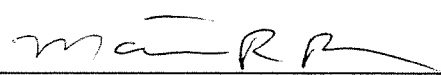
By: _____


Terry Cook, President

Dated: November 12, 2009

OFFICEMAX INCORPORATED

OK
BOK


(Signature and Title)

Matthew R. Broad
(Print or Type Name and Title)