

*a true copy
[Signature]*

- D E E D -

THIS INDENTURE made this 29th day of October, 1937,
by and between ANACONDA COPPER MINING COMPANY, a corporation
organized and existing under the laws of the State of Montana,
with its principal place of business and post office address
at Anaconda, Montana, party of the first part, and the STATE
OF MONTANA, a body politic, with its capital at Helena, Montana,
in trust, as hereinafter set forth, party of the second part,

- WITNESSETH -

THAT, WHEREAS, the State of Montana desires to acquire
a tract of land in Montana for the use of the Montana Forest and
Conservation Experiment Station in carrying out the purposes of
that Experiment Station as set forth in the laws of Montana,
creating the station; and

WHEREAS, it is to the advantage of the party of the
first part that such lands be furnished, and that studies be
made of the forest and forest land resources, and of the growth
and utilization of timber, and methods of protection of timber
against damage by fire, insects, disease, and other harmful agen-
cies, and such studies, determinations, experiments and develop-
ments are, and will be of interest and advantage to the party of
the first part in its forest, lumbering, milling, and other indus-
tries and occupations owned and conducted in Montana.

NOW, THEREFORE, in consideration of the premises and
of the sum of One Dollar (\$1.00) and other valuable considerations
by the party of the second part to the party of the first part,
in hand paid, the receipt whereof is hereby acknowledged, the

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party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, its successors and assigns, forever, in trust, for the use and benefit of the Montana Forest and Conservation Experiment Station of the Forestry School, Montana State University, at Missoula, Montana, the following described real estate situated in the County of Missoula, State of Montana, to-wit:-

The South half of the Southwest quarter ($S\frac{1}{2}SW\frac{1}{4}$), and the Southwest quarter of the Southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$), of Section 3, Township 13 North of Range 14 West, containing 120 acres.

Lots 1 and 5, and the Southeast quarter of the Northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of Section 5, Township 13 North of Range 14 West, containing 104.29 acres.

The Southwest quarter of the Southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$), of Section 6, Township 13 North of Range 14 West, containing 40 acres.

All of Fractional Section 7, Township 13 North of Range 14 West, containing 645.60 acres.

Lots 5 and 6; the West half ($W\frac{1}{2}$), and the South half of the Southeast quarter ($S\frac{1}{2}SE\frac{1}{4}$) of Section 8, Township 13 North of Range 14 West, containing 458.72 acres.

The North half ($N\frac{1}{2}$), and the East half of the Southwest quarter ($E\frac{1}{2}SW\frac{1}{4}$), and the Southeast quarter (SE) of Section 9, Township 13 North of Range 14 West, containing 560 acres.

The South half ($S\frac{1}{2}$) of Section 11, Township 13 North of Range 14 West, containing 320 acres.

The Southwest quarter ($SW\frac{1}{4}$) of Section 12, Township 13 North of Range 14 West, containing 160 acres.

All of section 13, Township 13 North of Range 14 West, containing 640 acres.

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The North half ($N\frac{1}{2}$), the Northeast quarter of the Southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), the South half of the Southwest quarter ($S\frac{1}{2}SW\frac{1}{4}$), and the Southeast quarter ($SE\frac{1}{4}$), of Section 15, Township 13 North of Range 14 West, containing 600 acres.

All fractional of Section 17, Township 13 North of Range 14 West, containing 640 acres.

Lots 1 and 2, and the East half of the Northwest quarter ($E\frac{1}{2}NW\frac{1}{4}$) of Section 18, Township 13 North of Range 14 West, containing 162.90 acres.

All of fractional Section 19, Township 13 North of Range 14 West, containing 641.46 acres.

All of fractional Section 20, Township 13 North of Range 14 West, containing 618.08 acres.

Lot 4; the Southeast quarter of the Northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$); the South half of the Northwest quarter ($S\frac{1}{2}NW\frac{1}{4}$); and the South half ($S\frac{1}{2}$) of Section 21, Township 13 North of Range 14 West, containing 473.85 acres.

All of fractional Section 22, Township 13 North of Range 14 West, containing 614.32 acres.

All of fractional Section 23, Township 13 North of Range 14 West, containing 614.20 acres.

Lots 1, 2, 3, 4, 7, 8, 9, 10, of Section 24, Township 13 North of Range 14 West, containing 300.08 acres.

The Northwest quarter of the Northwest quarter ($NW\frac{1}{4}NW\frac{1}{4}$), of Section 26, Township 13 North of Range 14 West, containing 40 acres.

The North half of the Northeast quarter ($N\frac{1}{2}NE\frac{1}{4}$), the Southwest quarter of the Northeast quarter, ($SW\frac{1}{4}NE\frac{1}{4}$), the Northwest quarter ($NW\frac{1}{4}$), and the North half of the Southwest quarter ($N\frac{1}{2}SW\frac{1}{4}$), of Section 27, Township 13 North of Range 14 West, containing 360 acres.

The Northeast quarter ($NE\frac{1}{4}$), and the North half of the Northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$), and the North half of the Southeast quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section 28, Township 13 North of Range 14 West, containing 320 acres.

The Northeast quarter ($NE\frac{1}{4}$), the North half of the Northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$), and the Southeast quarter of the Northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section 29, Township 13 North of Range 14 West, containing 280 acres.

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The Northeast quarter of the Northeast quarter ($NE\frac{1}{4}NE\frac{1}{4}$), of Section 30, Township 13 North of Range 14 West, containing 40 acres.

Lot 1, and the South half of the North half ($S\frac{1}{2}N\frac{1}{2}$), and the South half ($S\frac{1}{2}$), of Section 2, Township 13 North of Range 15 West, containing 498.36 acres.

All of fractional Section 3, Township 13 North of Range 15 West, containing 553 acres.

Lots 1, 2, 3, 4; and the South half of the North half ($S\frac{1}{2}N\frac{1}{2}$), Section 4, Township 13 North of Range 15 West, containing 232.48 acres.

All of fractional Section 5, Township 13 North of Range 15 West, containing 551.08 acres.

All of Section 9, Township 13 North of Range 15 West, containing 640 acres.

All of Section 11, Township 13 North of Range 15 West, containing 640 acres.

The North half of the Northeast quarter ($N\frac{1}{2}NE\frac{1}{4}$), the Southwest quarter of the Northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$), the Northwest quarter ($NW\frac{1}{4}$), and the West half of the Southwest quarter ($W\frac{1}{2}SW\frac{1}{4}$) of Section 12, Township 13 North of Range 15 West, containing 360 acres.

All of Section 13, Township 13 North of Range 15 West, containing 640 acres.

The Northeast quarter ($NE\frac{1}{4}$), the North half of the Northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$), the Southeast quarter of the Northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$), and the Southeast quarter ($SE\frac{1}{4}$), of Section 15, Township 13 North of Range 15 West, containing 440 acres.

The South half of the North half ($S\frac{1}{2}N\frac{1}{2}$), of Section 22, Township 13 North of Range 15 West, containing 160 acres.

The North half ($N\frac{1}{2}$) of Section 23, Township 13 North of Range 15 West, containing 320 acres.

All of Lots 7, 9, 10, and 12, in Section 19, Township 14 North of Range 15 West, lying south of the Blackfoot river, and containing 60.27 acres, more or less.

All that portion of $S\frac{1}{2}$ Section 20, Township 14 North of Range 15 West, lying south of the Blackfoot River, and containing 285 acres, more or less.

All that portion of $S\frac{1}{2}$ Section 27, Township 14 North of Range 15 West, lying south of the top of the south bank of the Blackfoot River,

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containing 240 acres, more or less.

All that portion of the Southwest quarter of the Northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$), the West half ($W\frac{1}{2}$), the West half of the Southeast quarter ($W\frac{1}{2}SE\frac{1}{4}$), and the Southeast quarter of the Southeast quarter ($SE\frac{1}{4}SE\frac{1}{4}$), in Section 28, Township 14 North of Range 15 West, lying south of the Blackfoot River, and containing 470 acres, more or less.

All of Section 29, Township 14 North of Range 15 West, containing 640 acres.

All of Fractional Section 30, Township 14 North of Range 15 West, lying south of the Blackfoot River, containing 498.00 acres, more or less.

All of fractional Section 31, Township 14 North of Range 15 West, containing 517.08 acres.

All of Section 32, Township 14 North of Range 15 West, containing 640 acres.

All of Section 33, Township 14 North of Range 15 West, containing 640 acres.

All of Section 34, Township 14 North of Range 15 West, containing 640 acres.

All of Section 35, Township 14 North of Range 15 West, containing 640 acres.

EXCEPTING AND RESERVING however, and there is

hereby excepted and reserved from the above conveyance unto the party of the first part, its successors and assigns, forever, all ores, metals and minerals, of any nature whatsoever, including coal, iron, gas and oil, upon, in or under that portion of the aforesaid lands hereinafter specifically described, together with the right to prospect and explore for and to mine, extract, and remove the same; said portion of said lands from the grant of which the aforesaid reservations and exceptions are made, are particularly described as follows:-

The South half of the South half ($S\frac{1}{2}S\frac{1}{2}$) of Section 11, Township 13 North of Range 14 West, containing 160 acres.

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The South half of the Southwest quarter ($S\frac{1}{2}SW\frac{1}{4}$), of Section 12, Township 13 North of Range 14 West, containing 80 acres.

The North half ($N\frac{1}{2}$) of Section 13, Township 13 North of Range 14 West, containing 320 acres.

The North half ($N\frac{1}{2}$), the Northeast quarter of the Southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), and the North half of the Southeast quarter ($N\frac{1}{2}SE\frac{1}{4}$), of Section 15, Township 13 North of Range 14 West, containing 440 acres.

The Southeast quarter of the Southeast quarter ($SE\frac{1}{4}SE\frac{1}{4}$), of Section 17, Township 13 North of Range 14 West, containing 40 acres.

The East half ($E\frac{1}{2}$) of Section 20, Township 13 North of Range 14 West, containing 309.04 acres.

The Southwest quarter of the Northwest quarter ($SW\frac{1}{4}NW\frac{1}{4}$), and the West half of the Southwest quarter ($W\frac{1}{2}SW\frac{1}{4}$), of Section 21, Township 13 North of Range 14 West, containing 120 acres.

The Northwest quarter of the Northwest quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section 28, Township 13 North of Range 14 West, containing 40 acres.

The Northeast quarter ($NE\frac{1}{4}$), of Section 29, Township 13 North of Range 14 West, containing 160 acres.

AND ALSO EXCEPTING AND RESERVING THE use of such surface of any of the lands by this instrument conveyed as may be necessary for prospecting and exploring for mining or otherwise extracting, milling, concentrating and carrying away the same, including rights of way therefor.

The party of the First Part, its successors and assigns, agree to pay to the party of the second part the

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reasonable market value, not however to exceed the sum of \$1.00 per acre, at the time such portions of the surface may be required, and as the same may be required, of such portions of the surface of said property herein conveyed as may be used for such mining purposes, including any improvements, mills, or other structures thereon.

This conveyance is also made subject to any and all rights of way and easements heretofore granted or now existing upon said premises for the purpose of ditches, water-ways, aqueducts and pipe lines, telephone, telegraph and electric transmission lines, and any and all easements and rights in the public for any roads or trails heretofore laid out or established or now existing over and across any part of said property.

There is also reserved to the party of the first part, its successors and assigns, rights of way by road, rails or otherwise, over and upon the above described premises, or any part thereof, for the purpose of serving or providing access to and egress from any and all other property of the party of the first part, which may now or in the future be necessary or convenient to the full and proper utilization and enjoyment of such other property or properties.

This conveyance is also made and accepted subject to all reservations or exceptions contained in United States patents, or any deed of record executed to the said party of the first part, or any of its grantors or their predecessors in interest, and subject to all reservations or exceptions made by law affecting said property, including particularly the mineral reservations reserved by the Northern

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Pacific Railway Company in and to the West half of the Southwest quarter ($W\frac{1}{2}SW\frac{1}{4}$), and the South half of the Southeast quarter ($S\frac{1}{2}SE\frac{1}{4}$), of Section 23, Township 13 North of Range 14 West, Montana Principal Meridian, the same being a portion of the land hereinabove described.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, except as stipulated herein.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises to the said party of the second part, and to its successors and assigns forever.

Provided, however, that this conveyance is made in trust for the use and benefit of the Montana Forest and Conservation Experiment Station of the Forestry School, Montana State University, at Missoula, Montana, and this conveyance is made upon the express condition that the State Board of Education, for and in behalf of the State of Montana, will accept said trust and that the land conveyed hereby shall be administered, managed and operated in accordance with the advice of the Dean of the Forestry School of Montana State University at Missoula, whoever may hold that office from time to time, in his capacity as the Director of said Montana Forest and Conservation Experiment Station of the Forestry School of Montana State University, and that all sales or leases of said land, or any portion thereof, or any of the products therefrom, shall be made only upon the advice and with the consent of said Dean of said Forestry School in his capacity as Director of said Montana Forest and Conservation Experiment Station, and that all proceeds derived from such property, either from sale, or lease of the same, or any products thereof, shall be set aside for the exclusive use

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and benefit of said Forest and Conservation Experiment Station, in accordance with the directions of the said Dean of the said Forestry School in his capacity as Director of said Forest and Conservation Experiment Station.

The party of the first part as a condition of this conveyance further reserves the first right to purchase such lumber, forest, and other products produced upon or taken from the property above described as may from time to time be offered for sale by the proper authorities in charge of said Montana Forest and Conservation Experiment Station of the Forestry School, Montana State University, said purchase to be at the highest price offered for said lumber, forest, and other products in the market at the time of the sale thereof.

In case of any breach of any of the foregoing conditions, or in case the said Montana Forest and Conservation Experiment Station of the Forestry School, Montana State University, at Missoula, should at any time cease to exist, then, in any such event, the title to the property, insofar as the same has not theretofore been conveyed, shall revert to the grantor herein, its successors and assigns.

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INWITNESS WHEREOF, the said grantor has hereunto
caused its corporate name and seal to be affixed by its
proper officers thereunto duly authorized and empowered.

(Corporate Seal)

ANACONDA COPPER MINING COMPANY,

By,

(S) J. R. HOBBS
Its Executive Vice President.

ATTEST:

D. B. Hennessy
Its Secretary.

STATE BOARD OF EDUCATION OF THE
STATE OF MONTANA,

By,

Chairman of the Board

Accepted for and in
behalf of the State of
Montana this _____
day of _____

ATTEST:

Secretary.

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STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.

On this 16th day of November, 1937, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared J. R. Hobbins, known to me to
be an officer, to-wit, Executive Vice-President, of
ANACONDA COPPER MINING COMPANY, the corporation that executed
the foregoing instrument, and acknowledged to me that such
corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my notarial seal the day and year in this certi-
ficate first above written.

(S) M. E. Bryans
Notary Public Queens County #1857
Art. Filed in N.Y. Co. No. 954, Reg. No. 8B568
Commission expires March 30, 1938