

Idaho Department of Lands

CSRBA Claim Evidence

RECEIVED

AUG 20 2019

IDWR/NORTH

95-17022

STATE OF IDAHO TIMBER SALE CERTIFICATE AND CONTRACT

No. 1605

THIS CERTIFICATE AND CONTRACT, Made and entered into in duplicate this 2nd day of February, 1942, by and between the State of Idaho, acting through the State Board of Land Commissioners, party of the first part, hereinafter referred to as the State, and Francis Becker and William Turnbull of 616 Empire Ave., Gen. & Adams, Idaho,

part of the second part, hereinafter referred to as the Purchaser, Witnesseth:

THAT WHEREAS, on the 2nd day of February, 1942, pursuant to due and legal notice and lawful hearing and to full compliance with each and all of the provisions of Chapter 4 of Title 58, Idaho Code, and amendments thereto, the State has offered for sale at public auction to the highest bidder the certain timber hereinafter described, and the Purchaser above named has made the highest bid therefor in the estimated sum of \$3,969.46, more or less as may be determined by actual log scale.

NOW, THEREFORE, the State hereby agrees to sell, and the Purchaser hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, the following:

Species	DBH	Price per M
White Pine	TH	\$38.50
Ponderosa Pine	TH	\$5.70
Douglas Fir and Spruce	TH	10.00
Grand Fir	TH	8.35
Madroño	TH	8.35

standing or being on the following described land at the estimated value, to-wit:

Subdivisions	Section	Township	Range	Value
1/4 Sec 16 & 1/4 Sec 17	16	50 N.	2 W.	\$1,496.76
1/4 Sec 18	16	50 N.	2 W.	2,472.70
Total Estimated Value				\$3,969.46

County of: Kootenai

Area: 70 Acres

TERMS OF PAYMENT:

That the Purchaser will pay for said timber the amount bid, but subject to adjustment, as set forth in paragraphs B to E, both inclusive, hereinafter estimated to be the sum of \$3,969.46 payable in the following manner: The sum of \$396.95 on principal, and the sum of \$142.90 as interest on the unpaid balance for one year, in cash herewith, the receipt whereof is hereby acknowledged, and the principal balance of \$3,572.51

1. The sum of \$3,572.51 Principal ~~xxxxxx~~ cutting permits are obtained and, ~~xxxxxx~~ before February 2, 1963.

together with interest for the following year on any unpaid balance;

3. The sum of \$ Principal on or before

4. The sum of \$ Principal on or before

together with interest for the following year on any unpaid balance;

And it is further understood and agreed between the parties hereto is follows:

A. CUTTING LIMITATIONS: It is the intent of the State to ascertain accurately the volume of timber to be removed from the sale area, such that the advertised volume shall closely approximate the desired cut or scaled volume. The State retains the right to halt operations when the advertised volume has been cut or to require cutting in excess of the advertised volume where such cutting is needed for proper cleanup or management.

The State requires that sufficient acceptable seed trees and/or growing stock of each merchantable species be left on the land, as determined by the State Forester or his agents, who will have latitude in marking or designating lesser volumes for cutting where the prescribed cutting rules would result in undesirable cutting or where the removal of the cruised volume would damage optimum stream-side conditions or induce accelerated erosion. Provided, however, that the decreased cut for such above reasons shall not exceed 25 per cent of the advertised volume.

All logs and poles cut under the terms of this certificate and contract shall be arranged on skidways or in decks on or near the sale area so that they may be conveniently counted, or scaled with the Scribner Decimal C Rule, to the nearest inch and in accordance with regulations of the State Forestry Department by a qualified scaler or scalers selected by the State Board of Land Commissioners. It is especially understood that title to the timber sold hereunder shall pass upon such scaling or counting and payment for the stumpage at the above rates.

B. CUTTING PERMITS: That the Purchaser shall not cut any timber except under permits therefore as provided by law and the rules and regulations of the State Board of Land Commissioners and that any payment required as a prerequisite to such permit or permits shall be applied or credited on the unpaid installments hereunder in the order inverse to that in which they fall due. The acceptance by the State of such payment shall not constitute a waiver of any regular installment falling due and each regular installment and interest shall be paid on or before the date the same becomes due until the combination of all the payments hereunder shall have paid the whole of said purchase price in full with interest.

C. PAYMENT IN EXCESS OF ESTIMATE: That the Purchaser, in addition to all other payments under this contract, will pay the State of Idaho, before removing such logs or poles from such skidways or decks, at the above mentioned rates for any timber in excess of the estimated value given hereinabove, provided that any shortage on one subdivision may be applied on the excess of any other subdivision or subdivisions. No payment on account of excess timber shall be applied on any unpaid installments under this contract.

D. FINAL SETTLEMENT: That, in the event, upon scaling, counting, and removal of all the timber sold hereunder, there remains as a credit to the Purchaser any shortage as shown by such scale or count on a particular subdivision or subdivisions, the same shall be applied on any sum which may be due under the terms of this contract. Any balance shall be repaid to the Purchaser as provided by law for erroneous payments of principal or interest, provided that, in the event it is determined by such scaling or counting that the total value of the timber exceeded the total payment made on principal, the Purchaser shall pay such balance within thirty days from notice that the same is due and if not so paid shall bear interest at the rate of four per cent per annum until paid.

E. SCALING CHARGES: That the Purchaser will pay an demand or as otherwise agreed, all expenses of scaling such timber, including, but not limited to, wages of scalers, board and room, mileage and any other reasonable and necessary expense.

F. PENALTY FOR NON-PAYMENT: That time is the essence of this agreement and if default be made in any of the payments, either of principal or interest, to be made hereunder, and any such payment shall remain unpaid for thirty days after the time when it should have been paid, the State Land Commissioner may, by registered letter addressed to such Purchaser at his last known post office address notify the Purchaser of such delinquency and of the amount due and that unless such amount is paid within sixty days after the mailing of such notice, the State will without further notice declare all rights of the Purchaser in and to said timber forfeited and this certificate and contract relating thereto annulled, and in such event all payments theretofore made by the Purchaser shall be forfeited to the State as liquidated damages, and in the event of such forfeiture all obligation of the State of Idaho under this certificate and contract and all rights of the Purchaser hereunder shall be terminated and the title and right of possession to such timber shall be in the State as if no sale had ever been made. The covenants of this paragraph shall be continuing ones and shall apply to each successive default and no extension of time to make any particular payment and no failure to declare such forfeiture shall be deemed or considered a waiver of any subsequent default.

G. PENALTY FOR UNAUTHORIZED CUTTING: That if any merchantable tree of whatever size, other than those described above is cut, destroyed, or damaged by the Purchaser, his agents, employees or subcontractors, the Purchaser agrees to pay the State as liquidated damages a sum equal to twice the value at the time of trespass for every tree so damaged.

H. CONTRACT PERIOD AND EXTENSION: That all timber purchased hereunder must be cut and removed from the described premises within one (1) year of the date of this agreement, unless an extension is ordered from year to year by the State Board of Land Commissioners as provided by law upon payment in advance by the Purchaser of such sum per acre, but not less than sixty cents per acre for each year, as may be determined by the said Board, and that at the end of the period, or the last extension thereof, all timber remaining upon said premises shall be the property of the State, and the Purchaser's right to go upon said lands for the purpose of cutting any timber trees or timber products, shall terminate.

I. FIRE PROTECTION AND SLASH DISPOSAL: That the Purchaser will furnish or provide for, at Purchaser's own expense, protection during the term of this contract against the starting, existence and spread of fires on the lands herein described; and will enter a contract with the State Forester providing for the management of the slash hazard, including all limbs, tops, brush, debris and other waste material incident to cutting and removal of the timber sold hereunder, and that said protection will be furnished or provided for, and slash hazard management will be provided for in all cases in the manner and within the time provided for by law and the rules and regulations of the State Cooperative Board of Forestry, and in the event of the failure of the Purchaser to do so, the State, through its proper agent or agents, may without being obligated to do so, do all proper or necessary acts to accomplish said purposes and may recover or demand the costs thereof, together with penalties and any and all other damages arising by reason of such failure, and shall have in addition to the bond provided for herein, all remedies and the security of all liens allowed by law. EXCEPTION: The State may require the Purchaser to provide for the management of the slash hazard in cases where it is most economical for the Purchaser to do so.

J. TAXES AND ASSESSMENTS: That the Purchaser will pay all taxes and assessments of whatsoever nature that may be levied or assessed upon or against said timber before delinquency, and that upon failure to do so, the State Board of Land Commissioners may declare the Purchaser's equity forfeited and this certificate and contract annulled in the same manner and with the same effect as in the case of the failure of the Purchaser to make any of the payments of principal or interest to be made hereunder.

K. BOND: That upon the execution of this contract and of part hereof, the Purchaser will file with the State of Idaho a good and sufficient surety bond in the principal sum of \$1,200.00 in favor of the State of Idaho, executed by such surety or sureties as are approved by the State Board of Land Commissioners, conditioned that the said Purchaser will in good faith carry out and comply with all the laws now or hereafter applicable to the purchase, ownership, cutting, and/or removal of timber on State lands, all the provisions of this contract at the times and in the manner and in all the details as herein specified, and all terms and conditions imposed by the State Board of Land Commissioners and that upon failure on the part of the Purchaser to furnish or keep such a bond in full force with good and approved sureties during the life of this contract, the State shall have the right to cancel this certificate and contract in the same force and effect as a declaration of forfeiture for default in the payment of any installment.

L. LUMBER TO BE MANUFACTURED: That the Purchaser herein further agrees as provided by Section 58-417, Idaho Code, that the timber cut from State lands under this contract, except so much thereof as may be used in the manufacture of wood pulp, shall be manufactured into lumber or timber products within the State of Idaho.

M. RETENTION OF PAYMENTS: That in the event that said Purchaser shall fail to comply with any or all the terms of this certificate and contract and such certificate and contract is cancelled and terminated by the State, all sums of money paid by said Purchaser to the State on account hereof shall remain the property of the State as liquidated damages for the failure of the said Purchaser to comply with the terms and conditions hereof.

N. CANCELLATION: That no cancellation, termination or forfeiture under any provision of this certificate and contract shall relieve the Purchaser of his surety or sureties from liability to pay any and all costs, taxes and assessments which are due or payable under any of the provisions hereof at the time of such cancellation, termination or forfeiture, of their liabilities under provisions of the State law relative to slash disposal.

O. ASSIGNMENTS: That this certificate and contract shall not be assigned by the Purchaser without the written consent to such assignment first having been obtained from the State Board of Land Commissioners.

P. ROADS: It is further understood and agreed by and between the parties hereto that the Purchaser shall have the right to construct, improve, and maintain such roads on State land within the contract area as the Purchaser may deem necessary for the purpose of removing timber purchased under this contract. Provided, however, that the State Land Commissioner will be advised of any proposed road location 30 days prior to start of road construction. Such written notice shall be accompanied by a map of said proposed road, together with a description of major construction details, including road width, favorable and adverse grades, radii of curves, culverts and other drainage features, etc., which plans shall be subject to approval of the State Land Board or its agents. Provided further that all merchantable trees removed within the right-of-way are to be cut and decked and no trees or stumps are to be buried in a road fill. Merchantable timber buried under the road fill will be subject to double scale as a penalty. Provided further that the State hereby reserves the right of ingress and egress on such roads for the purpose of removing timber from other State lands in the vicinity and otherwise caring for State lands, so long as the exercise of such reserved rights does not materially interfere with the operations of the Purchaser under this contract. Provided further that the State may assign all or portions of such reserved rights, via contract, to other and subsequent purchasers of timber in the vicinity. Whenever such subsequent purchasers of timber in the vicinity are given the right to use such roads, they shall be required to contribute a reasonable amount of money, service, or materials for the improvement and maintenance of such roads as they may use, according to the use made of such roads by such subsequent purchasers. Provided further that all roads constructed and maintained by the Purchaser shall be subject to the same rules and regulations as other roads on State land.

Q. SPECIAL TERMS OF SALE:

Wolf Lodge Creek Sale
SJ-28

TERMS OF SALE

All white pine and ponderosa pine trees which contain two or more merchantable logs having a net scale of 33% of the total volume of the tree, and all trees of other species which contain two or more merchantable logs having a net scale of 50% of the total volume of the tree shall be considered merchantable.

All white pine trees shall be cut to a top d.i.b. of 6"; all other trees shall be cut to a top d.i.b. of 8". Chunks will be utilized as follows: 8' long to a 12" top, 10' long to a 10" top, and 12' and longer to an 8" top for all species. All white pine and ponderosa pine sawlogs which are 33% sound, and sawlogs of all other species which are 50% sound shall be considered merchantable. Maximum stump height shall be 14" measured from average ground level. Any trees containing one or more merchantable logs pushed over during logging operations shall be removed. No road construction will be allowed without prior approval of the forester in charge.

Any road or skid trail with more than 5% grade and no longer needed to carry on logging operations for that year shall be cross-ditched for erosion control. Skidding in stream bottoms shall not be permitted. Cross-ditching will meet standards as set by the State Forestry Department.

The Purchaser will be required to enter into a contract with the State of Idaho relative to the disposal of slash and debris relative to cutting at the rate of \$1.00 per M b.f.

The attached Right of Way Agreement concerning the removal of timber described in this contract across roads owned and/or maintained by Albert Large shall become a provision of this contract. The surety bond covering this contract will guarantee all the provisions of said Right of Way Agreement.

If the logging is not commensurate with standards for an operation of this type as determined by the State Forestry Department, the Area Forester will have authority to shut down the operation.

WHEREAS, a portion of said timber might be more economically and removed across land owned by Ballard Loring described as: Angling, Argus and Arguingang, Section 16, Township 58 North, Range 2 West,

(5) All locations of landings and skid trails on Grantor's land shall be approved prior to the construction of these landings and skid trails.

D. H. C. F.

TSC

R. AUTHORITY TO SHUT DOWN OPERATION: If operations of the Purchaser are found not up to standard for operations of this type and corrective action is not taken on request, the forester in charge shall have authority to shut down said operation until corrective action is taken.

IN WITNESS WHEREOF. The parties hereto have caused these Presents to be duly signed, sealed and executed the day and year first above written.

STATE OF IDAHO, acting through, the
STATE BOARD OF LAND COMMISSIONERS,
Party of the 1st Part.

By [Signature]
Governor of the State of Idaho and President of the
State Board of Land Commissioners.

Countersigned:

[Signature]
Secretary of State of the State of Idaho.

[Signature]
Land Commissioner of the State of Idaho.

FRANCIS DECKER AND WILLIAM TURNBULL
Party of the Second Part.

[Signature]
[Signature]

STATE OF IDAHO,
COUNTY OF ADA

On this 8 day of June in the year of 1962 before me H. G. Hamblin
a Notary Public in and for the State, personally appeared Robert E. Baylis known to me to be the Governor
of the State of Idaho and President of the State Board of Land Commissioners, and Francis Decker known
to me to be the State Land Commissioner of the State of Idaho, that executed the said instrument and acknowledged to me
that such State Board of Land Commissioners and State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

[Signature]

(Seal)

Notary Public residing at Boise Idaho.

My Commission expires March 5 1963.

STATE OF Idaho
COUNTY OF Kootenai

On this 1st day of June in the year of 1962 before me Edith Large
a Notary Public in and for the State of Idaho, personally appeared Francis Decker and William Turnbull
(Indiv. that. Strike out if not applicable.)

known to me to be the person whose name Francis Decker and William Turnbull
has executed the same subscribed to the within instrument, and acknowledged to me that

(Partnership Strike out if not applicable)

one of the partners in the partnership of Francis Decker and William Turnbull, and the partner or one of the partners
who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in
said partnership name.

(Corporation strike out if not applicable)

the Francis Decker and William Turnbull of the corporation that executed the instrument or the person 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 first above written

[Signature]

(Seal)

Notary Public for Idaho

My Commission expires June 8 1963

Residing at Camas 4th St. Boise, Idaho

BOND

No. B 105954

KNOW ALL MEN BY THESE PRESENTS: That we, FRANCIS DECKER AND WILLIAM TURNBULL of Coeur d'Alene, Idaho as principal, and UNITED PACIFIC INSURANCE CO. a corporation organized under the laws of the State of Idaho in the City of Coeur d'Alene, State of Idaho, as surety, are held and firmly bound unto the State of Idaho in the penal sum of \$1,200.00 Dollars for the payment of which sum well and truly to be made we bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, as the case may be, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that:

WHEREAS, on the 2nd day of February, 1962, the above principal made and entered into a contract with the State of Idaho for the purchase, cutting and removal of timber and trees, a copy of which is hereto annexed and made a part hereof as fully as if recited at length herein;

NOW THEREFORE, if the above bounden principal, FRANCIS DECKER AND WILLIAM TURNBULL and their heirs, executors, administrators, successors and assigns, as the case may be, shall in good faith well and truly perform all and singular the terms and conditions contained in said contract at the times and in the manner and in all details as therein specified, and carry out and comply in good faith with all terms and conditions imposed by the State Board of Land Commissioners and with all the laws now or hereafter applicable to the purchase, ownership, cutting, removal of timber and slash disposal on lands of the State of Idaho, then this obligation shall be void, otherwise to remain in full force and effect.

It is understood that an extension of time not beyond one year at a time (total time, including regular contract, not to exceed fifteen years) within which to perform any of the acts required may be granted without securing the consent of the surety on this bond, notice of such extension being hereby expressly waived.

WITNESS Our hands and seals this 1st day of June, 1962

(Corporate Seal, if any)

FRANCIS DECKER AND WILLIAM TURNBULL
PRINCIPAL

By, Francis Decker

By, William Turnbull

UNITED PACIFIC INSURANCE CO.
SURETY

Edith Large
TITLE Attorney-in-fact

COUNTY CLERK:
Gridley Investment Co.
(RESIDENT AGENT)

Coeur d'Alene, Idaho

STATE OF Idaho
COUNTY OF Kootenai

On this 1st day of June in the year 1962, before me, Edith Large a Notary Public in and for the State of Idaho, personally appeared Francis W. Nelson known to me to be the ATTORNEY-IN-FACT of the corporation that executed the instrument, and acknowledged to me that such corporation executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

(Seal)

My Commission expires:

June 8 1963

Notary Public for Idaho

Residing at Coeur d'Alene

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Idaho
COUNTY OF Kootenai

this 1st day of June in the year 1962 before me, Edith Large Public in and for the State of Idaho, personally appeared Francis Decker and William Turnbull

(Individual—Strike out if not applicable)
as to be the person whose name subscribed to the within instrument, and acknowledged to me that he

(Partnership—Strike out if not applicable)

is one of the partners in the partnership of Francis Decker and William Turnbull, and the partner or one of the partners who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in the said partnership name.

(Corporation—Strike out if not applicable)

of the corporation that executed the instrument, or the person who executed the instrument in its name, 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 first above written.

(Seal)

My Commission expires:

June 8 1962

Notary Public for Idaho

Residing at Coeur d'Alene

C O P Y

DSE	X	INSP.	X
SLC	X		
Sr	X		

STATE OF IDAHO FORESTRY DEPARTMENT

Insp. No.
SJ - 28

PRE-SALE INSPECTION REPORT

DESCRIPTION (List County & State Forest)					DATE REQUESTED	DATE COMPLETED
LO	Sec.	T.	R.	Acres		
NE 1/4 SE 1/4 NE 1/4	16	50N	2W	10		6/3/60
S 1/4 SE 1/4 NE 1/4	16	50N	2W	20	APPLICANT	TSA
NE 1/4 SE 1/4	16	50N	2W	40	Interested Parties:	ISA
				70		
Wolf Lodge Creek					Delbert Large Rt. 3, Box 507 Coeur d'Alene, Ida.	Post Falls Veneer Co. Post Falls, Idaho

I. Location, Topography and Stand Composition:

A. Nearest Town or Village: Coeur d'Alene, - 17 miles

B. Drainage(s): Wolf Lodge Creek

C. Topography:

1. Aspect(s) north and west
2. Slope(s) 20 to 50%
3. Soil Type(s) sandy loam

(John D. Marson
Rt. 3
Coeur d'Alene, Ida.
(Frank Decker
2616 N. 6th St.
Coeur d'Alene, Idaho

D. Stand Descriptions:

1. History (Previous logging, fire, etc.) No record of previous logging, however, there are old stumps on area. P. has butt scars from fire approx. 100 years ago.
2. Canopy

a) Species some white pine, mainly ponderosa pine, Douglas fir and larch, some grand fir and hemlock

b) Stocking and Distribution poor to medium stocking, with fair distribution

c) Size and Age white pine marked, 20 to 24 inches, 140 years; Ponderosa pine marked 16" to 40", 160 years plus; Douglas fir, larch, grand fir, hemlock marked 14 to 38", 120 years plus

d) Growth Rate 12 to 20 rings/last radial inch

3. Understory

a) Species some white pine and ponderosa pine, mainly Douglas fir, grand fir, some larch and hemlock

b) Stocking and Distribution poor to medium stocking, fair distribution

c) Size and Age white pine left, 10 to 16" DBH, 80 to 100 years. Ponderosa pine left 8 to 34" DBH, 80 to 160 years (Approx. 10 M b.f. of old growth PP left), Douglas fir and grand fir left 6" to 24" DBH, 60 to 120 years

d) Growth Rate 8 to 16 rings/last radial inch

4. Reproduction

a) Species some Douglas fir and grand fir in opening

b) Stocking and Distribution poor stocking and distribution

c) Size and Age to 6', to 15 years

- Fomes Pini - some white pine, ponderosa pine and larch,
5. Pathological Condition Polyporus Schweinitzii - some Douglas fir, Indian paint
fungus - some grand fir and hemlock
6. Entomological Condition A few white pine and ponderosa pine have been attacked by
bark beetles.
7. Physical Condition (wind damage, fire scars, etc.) fire scars on ponderosa pine
and some larch

E. Roads:

1. Existing road and flat area to proposed sale
2. Proposed none needed - All timber will be cat skidded to the flat area.
3. Building Chance good chance for east trail
4. Available right-of-way private

II. Management Plan:

A. Future Species Desired or Obtainable: mixed with some ponderosa pine

B. Cutting Plan:

1. Diameter Limits

2. Block System

3. Seed Trees

4. Marking - All trees designated for cutting will be marked with a band of blue

C. Type Slash Disposal Recommended: pile and burn concentrations (paint.)

III. REMARKS AND RECOMMENDATIONS:

Marking Plan - remove all old growth white pine, ponderosa pine, Douglas fir and larch.
Remove all species in lower DBH classes that show poor vigor, poor crowns or damaged
boles. Grade all ponderosa pine trees marked.

R. J. Halliday by W. J. Mitchell
Inspector -- R. J. Halliday

W. J. Mitchell
Area Forester -- W.

TERMS OF SALE

All white pine and ponderosa pine trees which contain two or more merchantable logs having a net scale of 33% of the total volume of the tree, and all trees of other species which contain two or more merchantable logs having a net scale of 50% of the total volume of the tree shall be considered merchantable.

All white pine trees shall be cut to a top d.i.b. of 6"; all other trees shall be cut to a top d.i.b. of 8". Chunks will be utilized as follows: 8' long to a 12" top, 10' long to a 10" top, and 12' and longer to an 8" top for all species. All white pine and ponderosa pine sawlogs which are 33% sound, and sawlogs of all other species which are 50% sound shall be considered merchantable. Maximum stump height shall be 14" measured from average ground level. Any trees containing one or more merchantable logs pushed over during logging operations shall be removed. No road construction will be allowed without prior approval of the forester in charge.

Any road or skid trail with more than 5% grade and no longer needed to carry on logging operations for that year shall be cross-ditched for erosion control. Skidding in stream bottoms shall not be permitted. Cross-ditching will meet standards as set by the State Forestry Department.

The Purchaser will be required to enter into a contract with the State of Idaho relative to the disposal of slash and debris relative to cutting at the rate of \$1.00 per M b.f.

The attached Right of Way Agreement concerning the removal of timber described in this contract across roads owned and/or maintained by Delbert Large shall become a provision of this contract. The surety bond covering this contract will guarantee all the provisions of said Right of Way Agreement.

If the logging is not commensurate with standards for an operation of this type as determined by the State Forestry Department, the Area Forester will have authority to shut down the operation.

Wolf Lodge Creek Sale

STUMPAGE APPRAISAL

Log Haul: Truck miles 17 Water miles _____ Rail miles _____
 Appraised to Coeur d'Alene Appraisal base period 4th Quarter 1962
 Road Const. miles: None



Col. No.	Item	UNIT OF MEASURE AND SPECIES							Total or Average
		WP	PP	DF&L	OP	CEC	Ham		
1	Volume	4	120	70	7		0.6		207.6
2	Av. Selling Price (L.T.)	105.46	104.58	71.89	62.18		62.18		
	C & Discount	7.38	7.38	5.02	4.35		4.35		
	Adjusted SV. L. Price	98.08	97.20	66.87	57.83		57.83		
3	Overrun percent factor	10	2.7	14	11		11		
4	Av. Selling Price (L.S.)	107.89	99.89	76.00	64.19		64.19		
DEVELOPMENT									
5	Main & Secondary Roads								
6	Spur Roads								
7	Other Dev. Costs	2.80	2.44	.84	.18		.11		\$ 364.00
8	Total	2.80	2.44	.84	.18		.11		\$ 364.00
LOG MAKING TO TRUCK									
9	Felling and Bucking	3.10	3.10	3.10	3.10		3.10		
10	Skidding	7.40	7.40	7.40	7.40		7.40		
11	Loading	2.75	2.75	2.75	2.75		2.75		
12	Total	13.25	13.25	13.25	13.25		13.25		
TRANSPORTATION									
13	Hauling & Unloading	6.15	6.15	6.15	6.15		6.15		
14	Road Maintenance								
15	Total	6.15	6.15	6.15	6.15		6.15		
GENERAL ADMINISTRATION									
16	General	4.05	4.05	4.05	4.05		4.05		
17	Total	4.05	4.05	4.05	4.05		4.05		
CONTRACTUAL									
18	Slash	1.00	1.00	1.00	1.00		1.00		\$ 201.60
19	Erosion	.15	.15	.15	.15		.15		
20	Scaling	.65	.65	.65	.65		.65		\$ 131.04
21	Other ^{ATA Fee \$1.00/mt} Taxes	1.75	1.55	1.40	1.40		1.40		
22	Total	3.55	3.35	3.20	3.20		3.20		
23	TOTAL LOGGING COST	29.80	29.24	27.49	26.83		26.76		
24	MANUFACTURING COST (L.T.)	31.07	31.07	31.07	31.07		31.07		
25	MANUFACTURING COST (L.S.)	34.18	31.91	35.42	34.49		34.49		
26	TOTAL PRODUCTION COST	63.98	61.15	62.91	61.32		61.25		
27	CONVERSION RETURN	43.91	38.74	43.09	2.87		2.94		
28	PROFIT MARGIN	14.07	13.03	9.91	8.37		8.37		
29	STUMPAGE Indicated	29.84	25.71	3.13	-5.50		-5.13		
30	STUMPAGE	29.85	25.70	3.20	2.00		2.00		
31		119.40	108.00	24.00	4.00		1.20		\$344.00
32									

Development: 1 mile cat trails \$200.00
 2 landings 100.00
 4 Hrs. D-7 - improve road to creek \$16/Hr. 64.00
\$364.00

Wolf Lodge Creek Sale

/Delbert Large
Post Falls Veneer Company
John D. Marson
Frank Decker

MEMO TO THE LAND BOARD
TIMBER SALE APPRAISAL

Interested Party: Shown above

CR No. SJ - 28

Subdivision Sec. Twp. Rge.

TSA No. _____

Description: NE 1/4 SE 1/4 NE 1/4 16 50N 2W

Area: 70 Acres

S 1/4 SE 1/4 NE 1/4 16 50N 2W

County: Kootenai

NE 1/4 SE 1/4 16 50N 2W

Fund: _____

Duration of Sale 1 Years

Bond: _____

Scaling Charges: \$ 0.65 / M

Species	Recommended Price Per M	Volume M's	Value Extended	
Western White Pine ^{T.B.}	~~29.84~~ 30.17	4	119.10	
Ponderosa Pine ^{T.B.}	25.70	120	3084.00	
Douglas-fir & Larch ^{T.B.}	3.20 10.00	70	224.00	
Barred Hemlock ^{T.B.}	~~2.00~~ 8.35	0.6	1.20	
Grand Fir ^{T.B.M.}	~~2.00~~ 8.35	7	14.00	
Spruce				
Cedar				
Lodgepole Pine				
Cedar Poles				

REMARKS: Total: 204.6 M \$ 3,442.60

This sale is an addition to the 1961 sales program:

1. to satisfy demands for a special product; ponderosa pine peeler logs
2. to aid in raising SJSD annual cut to 38,000 M b.f.

Approved _____

Denied _____

SF 345

IDAHO STATE LAND DEPARTMENT

REPORT OF TIMBER OUT

Corrected Rep. 1

Contract No. 1606

Report No. 1

Purchaser Francis Becker & William Turnbull Period from Beginning, 1962
616 Empire Avenue

Address Coeur d'Alene, Idaho To October 10, 1962, Incl.

Sales Area Pia. Sec. 16, T. 50 N., R. 2 W Terms of Contract 2/2/62 - 2/2/63

DESCRIPTION	Timber Scaled	No. of Pieces	Scale Feet	Unit Price	Value
Species <u>White Pine</u>	Total Last Report				
Material <u>Saw Timber</u>	Since Last Report				
Green or Dead <u>Green</u>	Total To Date		7,410	30.50	224 78
Species <u>Ponderosa Pine</u>	Total Last Report				
Material <u>Saw Timber</u>	Since Last Report				
Green or Dead <u>Green</u>	Total To Date		7,410	30.50	224 01
Species <u>D. Fir & Larch</u>	Total Last Report				
Material <u>Saw Timber</u>	Since Last Report				
Green or Dead <u>Green</u>	Total To Date		119,270	25.70	3,065 24
Species <u>Grand Fir</u>	Total Last Report				
Material <u>Saw Timber</u>	Since Last Report				
Green or Dead <u>Green</u>	Total To Date		110,920	10.00	1,109 20
Species <u>Grand Fir</u>	Total Last Report				
Material <u>Saw Timber</u>	Since Last Report				
Green or Dead <u>Green</u>	Total To Date		110,920	10.00	1,109 20
Species	Total Last Report				
Material	Since Last Report				
Green or Dead	Total To Date				
Species	Total Last Report				
Material	Since Last Report				
Green or Dead	Total To Date				

Value of Stumpage

No. of Board Feet

Scaling Charges

Last Report \$

Last Report

Last Report \$

This Report 4,599.50

This Report 261,450

This Report 169.94

Total to Date 4,599.50

Total to Date 261,450

Total to Date 169.94

11-13-62

T-19

G. C. Trombly
Signature

G. C. TROMBLY, Asst. State Forester

SLC #	AP #
SF #	FW #
DSF #	

STATE OF IDAHO
FORESTRY DEPARTMENT

CANCELLATION
INSPECTION REPORT

TSC # 1605
Site Name
Wolf Lodge Draw
Insp. No. FR 307

Description					Date Requested	Date Completed
40	Sec.	Twp.	Rge.	Acres	12/3/68	12/4/68
100-05-000	16	50N	2W	10	PURCHASER Francis Becker & William Turnbull 616 Empire Avenue Coeur d'Alene, Idaho	
200-05-000	16	50N	2W	20		
300-05-000	16	50N	2W	10		
				70		

- I. Logging Methods and Performance: Logging was performed by use of skidder and truck. Logging practices were satisfactory.
- II. Trespass: None noticed
- III. Certificate of Clearance: Issued by Mica District: No
- IV. Volume Comparison:
- | | WP | FP | DF & L | GP | H | TOTAL |
|-----------|--------|---------|---------|---------|------|---------|
| A. Scaled | 7,410 | 119,270 | 119,270 | 23,850 | | 269,800 |
| B. Cruise | 4,000 | 120,000 | 70,000 | 7,000 | 600 | 201,600 |
| C. Diff. | +3,410 | -730 | +49,270 | +16,850 | -600 | 59,850 |
- Reason for volume difference, if excessive: Additional volumes of Douglas Fir and grand fir were marked during logging.
- V. Slash: No disposal to date. Mica District intends to treat slash; probable method - pile and burn along skid trails and log & scatter in other areas.
- VI. Stumpage and Scaling Payment:
- VII. Forest Protection Charges:
- VIII. Quit Claim Deed:
- IX. Right of Way Agreement:
- X. Remarks: Operator showed an interest in removing defective grand fir and pulp. Cull grand fir trees were marked in the 100-05-000. However, these trees were not removed as pulp. As the removal of pulpwood was not mandatory, the operator was not required to log these cull grand fir. Operator also piled landing debris on private land.

Cancellation Recommended.

R. J. Halliday
Inspector R. J. Halliday

W. J. Mitchell
Area Forester W. J. Mitchell

CUTTING PERMIT # 1

STATE OF IDAHO, TIMBER SALE CONTRACT NO. 1005

WHEREAS,
OF

Francis Becker & William Turnbull
Owner of Assets, Lumber

pursuant to Sec. 58-413 I. C. A., has given written notice to the State Board of Land Commissioners of the State of Idaho, intention to cut timber, by filing the said notice of intention to cut timber with the State Land Commissioner of the State of Idaho, under the provisions of the above numbered Timber Contract, said notice of intention designating the subdivision or logging unit on which said timber is to be cut as follows:

NE 1/4

Sec. 16

Twp. 30 N.

Rge. 2 W.

NOW, THEREFORE, Francis Becker & William Turnbull

as aforesaid, having fully complied with the provisions of the Statutes for the sale of timber on State lands, is hereby granted permission to cut the timber on the above described subdivision or logging unit in accordance with the terms of said contract.

The State Board of Land Commissioners may, at its discretion, require all merchantable trees as designated under this contract on the above described area, to be cut, scaled and paid for before a subsequent cutting permit is issued.

THIS PERMIT shall be in full force and effect on and after the due execution and issuance thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the State Board of Land Commissioners this 12th day of September, 1962 and have caused this permit to be signed by the Governor of the State of Idaho, and countersigned by the Secretary of State, thereof, and had affixed thereto the Great Seal of the State of Idaho.


STATE LAND COMMISSIONER

STATE OF IDAHO

Countersigned by:


SECRETARY OF STATE

BY: 
GOVERNOR

CUTTING PERMIT #2

STATE OF IDAHO, TIMBER SALE CONTRACT NO. 1605

WHEREAS,
OF

Francis Decker & William Turnbull
Coeur d'Alene, Idaho

pursuant to Sec. 58-413 I. C. A., has given written notice to the State Board of Land Commissioners of the State of Idaho, intention to cut timber, by filing the said notice of intention to cut timber with the State Land Commissioner of the State of Idaho, under the provisions of the above numbered Timber Contract, said notice of intention designating the subdivision or logging unit on which said timber is to be cut as follows:

~~N¹/₂SE¹/₄, S¹/₂SE¹/₄~~ Sec. 16 Twp. 50 N. Rge. 2 W.

NOW, THEREFORE, Francis Decker & William Turnbull

as aforesaid, having fully complied with all the provisions of the Statutes for the sale of timber on State lands, is hereby granted permission to cut the timber on the above described subdivision or logging unit in accordance with the terms of said contract.

The State Board of Land Commissioners may, at its discretion, require all merchantable trees as designated under this contract on the above described area, to be cut, scaled and paid for before a subsequent cutting permit is issued.

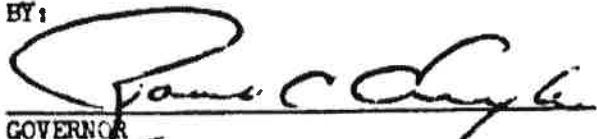
THIS PERMIT shall be in full force and effect on and after the due execution and issuance thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the State Board of Land Commissioners this 2nd day of October, 1962 and have caused this permit to be signed by the Governor of the State of Idaho, and countersigned by the Secretary of State, thereof, and had affixed thereto the Great Seal of the State of Idaho.

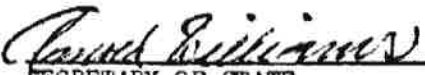

STATE LAND COMMISSIONER

STATE OF IDAHO

BY:


GOVERNOR

Countersigned by:


SECRETARY OF STATE

STATE OF IDAHO
STATE LAND DEPARTMENT
Boise, Idaho
March 1, 1943

Gridley Investment Company
Coeur d'Alene, Idaho

Gentlemen:

This is to inform you that a bond written by you, as Resident Agent for the hereinafter mentioned Surety, has been released by order of the State Board of Land Commissioners:

Timber Contract No. 105 (cancelled)
Name of Timber Purchaser: Francis Decker & William Turnbull, Coeur d'Alene, Ida.
Date of Contract: February 2, 1942
Amount of Bond: \$1,000.00 Bond No. 2 105,54
Effective Date of Release: February 23, 1943
Name of Surety: UNITED PACIFIC INSURANCE CO.

Yours very truly,

O. J. ELLIOTT
State Land Commissioner

cc: United Pacific Ins. Co.
Messrs. Decker & Turnbull
State Forester
Deputy State Forester ✓
Area Forester, St. Maries

NAME AND ADDRESS

Francis Decker & William Turnbull
616 Empire Ave.
Coeur d'Alene, Idaho

TIMBER SALE CONTRACTS

Sale Date 6-9-61

Cont. No. 1605

Amount: \$3,969.46 Fund: P A Percent:

CANCELLED

DATE	NUMBER	CURRENT ENTRIES				DISTRIBUTION OF CONTRACT BALANCE BY FUNDS	ACCOUNT BALANCES				PROOF	AG
		CHARGED	PAYD	INTEREST	PRINCIPAL		TOTAL PRINCIPAL	STUMPAGE	SCALING	BALANCE		
FEB 18 62	184	R	.00			3969.46	3969.46					.00
FEB 28 62	14714		.00	142.90	2225.43	1372.51	1372.51					.00
SEP 18 62	71,700		.00	34.87	34.87	1312.21	1312.21					.00
SEP 25 62	778		.00			.00	.00					.00
OCT 5 62	71,943		.00	18.66	18.66	.00	.00					.00
OCT 30 62	782		.00			.00	.00					.00
NOV 16 62	192		.00			.00	.00					.00
DEC 11 62	1		.00			.00	.00					.00
DEC 31 62	72,791		.00			.00	.00					.00
	194		.00			.00	.00					.00

55

[illegible]

... and move to before night
... day of

Purchasers: Francis Barker and William Turnbull

Francis Foster and William Turnbull

ADDRESS: 616 Empire Ave., Cour d'Alone, Litch

ADDRESS: 616 Empire Ave., Cour d'Alone, Litch

COUNTY, Eastern

COUNTY, Eastern

[illegible]

TIMBER ESTIMATE

MADE BY:

STATE LAND AGENT

YELLOW PINE			DOUGLAS FIR-Larch			Grand Fir		
VOLUME M	PRICE PER M	AMOUNT	VOLUME M	PRICE PER M	AMOUNT	VOLUME M	PRICE PER M	AMOUNT
10005.70	\$1.040.00		30010.00	\$1.000.00		5	\$2.35	\$11.75
60	2.054.00		10		100.00	2		24
120	\$1.041.00		70		\$700.00	7		\$54

RECAPITULATION

Yellow Pine	10005.70 M @ \$1.040.00	\$10,405.70
Ponderosa Pine	120 M @ \$2.054.00	2,464.80
Douglas Fir & Larch	70 M @ \$1.000.00	7,000.00
Grand Fir	7 M @ \$2.35	\$16.45
Subtotal	6,000 M @ \$1.000.00	\$6,000.00
Total	20012.6 M	\$21,949.15

RECOMMENDATIONS:

NUMBER OF YEARS TO REMOVE TIMBER 1

AMOUNT OF BOND: \$1,000.00

STANDING ESTIMATE () ACTUAL SCALE (X)

Haulook			CEDAR POLES			TOTAL PRICE
VOLUME M	PRICE PER M	AMOUNT	NUMBER OF POLES	PRICE EACH	AMOUNT	
0.548.35		\$5.00				\$2,196.70
0.5		\$5.00				\$3,902.14