

Idaho Department of Lands

CSRBA Claim Evidence

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95-17028

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IDWR/NORTH

STATE OF IDAHO
COOPERATIVE BOARD OF FORESTRY

OFFICE OF THE FORESTER
STATE HOUSE
BOISE - IDAHO

January 7, 1941

Honorable C. Van Clark
State Land Commissioner
Boise, Idaho

Dear Mr. Clark: In re: Winton Lumber Co. Timber Application
NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Sec. 16, Twp. 49 N., Rge. 3 W.

The Winton Lumber Company of Gibbs, Idaho, has applied to purchase the White Pine, Yellow Pine, Douglas Fir, and White Fir on the NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 16, Twp. 49 N., Rge. 3 W.

The land covered by this application lies on the divide between Squaw Bay and Turner Bay and except for being rather brushy is a fair logging chance. It is my recommendation that this timber be offered for sale on the basis of standing estimate and at the following prices:

White Pine	\$4.50 M
Yellow Pine	2.50 M
Douglas Fir	1.25 M
White Fir	1.00 M

This will be a small operation handled by a small contractor and his daily output of logs will not average over 10 M feet per day. For that reason it would not be practical to scale the timber since the cost on such a small daily output would be prohibitive. Our estimate shows the land supports the following volume and species of timber:

White Pine	55 M
Yellow Pine	485 M
Douglas Fir	350 M
White Fir	80 M

The timber, at the prices indicated, has a total value of \$2,087.50.

Purchaser should be allowed two years in which to remove the timber and should be required to post a bond in the sum of \$750.00

Very truly yours,

Franklin Girard
FRANKLIN GIRARD
State Forester

PG:ht
cc: Land Board

STATE OF IDAHO
CONTRACT FOR SALE OF TIMBER

NO. 609

THIS CONTRACT AND AGREEMENT MADE AND ENTERED into this 21th day of February, 1911, 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 the Winton Lumber Company, a corporation, Gibbs, Idaho, party of the second part, hereinafter referred to as the purchaser.

WITNESSETH...

That whereas, pursuant to due and legal notice and lawful hearing in full compliance with each and all provisions of Chapter 4 of Title 56, Idaho Code Annotated, and amendments thereto, the State has offered for sale at public auction to the highest bidder the certain timber and trees herein-after described, and the purchaser above named has made the highest bid therefor in the sum of Two Thousand Eighty-Seven and 50/100 Dollars (\$2,067.50);

WHEREAS, said timber has been sold to said purchaser on said bid;

NOW, THEREFORE, in consideration of the acceptance of the total amount of said purchase price, receipt of which is hereby acknowledged by the State, it is hereby agreed between the State and the said purchaser as follows, to-wit:

That the State of Idaho does hereby give, grant, bargain, sell and convey to the said purchaser herein named all White Pine over sixteen (16) inches in diameter, all Yellow Pine over eighteen inches (18) in diameter, all Douglas Fir, Larch, and White Fir over twelve (12) inches in diameter, all measurements to be taken outside the bark eighteen (18) inches above the ground, lying, standing, or being on the following described land:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
NE 1/4 SW 1/4 ✓	16	49 N.	3 W.
SW 1/4 ✓	16	49 N.	3 W.

It is expressly understood and agreed between the parties hereto, that if any tree other than those described above is cut, destroyed or damaged by the purchaser, his agents, or employees or subcontractors, the purchaser agrees to pay to the State of Idaho the sum of Eight Dollars (\$8.00) per thousand feet board measure for White Pine; Three Dollars (\$3.00) per thousand feet board measure for Yellow Pine, One Dollar (\$1.00) per Cedar Poles and One Dollar (\$1.00) per thousand feet board measure for any other species.

It is expressly agreed between the parties that the purchaser shall have the full right to go upon any of said lands herein described and to cut and remove and carry away and dispose of the timber herein sold and conveyed; it is expressly agreed, however, that the timber purchased hereunder must be cut and removed from the above described lands within two (2) years from the date of this agreement, and that at the end of said two (2) year period all timber of every kind remaining upon said lands or any part thereof shall be the property of the State of Idaho, and the purchaser's right to go upon the said lands or to remove any timber or trees therefrom shall without notice cease and terminate at the end of said two (2) year period from the date of this contract.

It is expressly understood and agreed between the parties hereto that said purchaser shall take care of and be responsible for the entire protection against fire, theft and all other hazards of all the timber on the tracts included in this contract until such time as both contract and bond have been released, and all expense in connection with such timber protection shall be paid by said purchaser.

It is expressly agreed between the parties hereto that the party of the second part shall dispose of all slashings, limbs, tops, brush, debris and other waste material incident to the cutting and removing of the timber purchased on the lands herein described, in accordance with the laws of the State of Idaho with reference to disposing of slashings and other waste materials and in accordance with the regulations of the State Board of Land Commissioners and under the direction of the State Land Commissioner or his duly appointed agent, in such manner that the timber remaining upon the said land shall not be injured by any fire resulting from the burning and disposal of any of the said slashings, limbs, tops, brush, debris and other waste material. And the said second party shall pile and burn such slashings, limbs, tops, brush, debris and other waste material and not dispose of same by broadcast burning. All of such slashings, limbs, tops, brush, debris and other waste material shall be piled concurrently with the cutting of said timber in such a manner that the same may be burned without injury to timber growth left standing, and shall be burned as soon as practicable thereafter, and in any event within one year after such cutting. In case the party of the second part fails to comply with the above requirements, the State may, through its proper agent, dispose of same, the cost of which, plus a ten per cent (10%) penalty, shall be paid by the purchaser; provided, however, that the State of Idaho shall not be liable or obliged to make such disposal, and this sentence shall in no event relieve the purchaser from any obligation hereunder.

It is expressly agreed and understood between the parties hereto that if the said purchaser herein named shall fail to pile and burn the said slashings, limbs, tops, brush, debris and other waste material in compliance with the terms of this agreement, and any fire shall occur in such slash, the said party of the second part agrees to immediately pay to the State of Idaho such damages as it may sustain by reason of such fire.

The purchaser herein agrees that upon the execution of this contract, he will file with the State of Idaho, a good and sufficient surety bond in the principal sum of Seven Hundred Fifty and No/100 Dollars (\$750.00) 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 herein named will fully and faithfully comply with and carry out any and all of the provisions of this contract, at the times and in the manner and in all details as herein specified.

It is further understood and agreed that the above mentioned surety bond is a part of this contract and upon failure on the part of the purchaser to furnish or to keep the bond in full force during the life of this contract, the State shall have the right to cancel the contract.

The purchaser herein further agrees, as provided by Section 56-1403, Idaho Code Annotated, as amended by Chapter 6, Idaho Session Laws of 1935, that the timber cut from State lands under this contract, except as 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.

It is further understood and agreed that in the event that said purchaser shall fail to comply with any or all the terms of this contract and such contract is cancelled and terminated by the State, all sums of money paid by said purchaser to the State on account of said contract shall become the

property of the State as liquidated damages for the failure of said purchaser to comply with the terms and conditions hereof.

This contract shall not be assigned by the purchaser without the written consent hereto having been first obtained from the State of Idaho.

This agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and executed by their proper officers.

All done at Boise, Idaho, the day and year first above written.

STATE OF IDAHO

Party of the First Part

By

Glenn A. Clark
Governor of the State of Idaho

Glenn A. Clark
President of the State Board of
Land Commissioners

E. J. Clark
State Land Commissioner of the
State of Idaho

WINTON LUMBER COMPANY

Party of the Second Part

By A. W. [Signature]
BY SECRETARY

ATTEST:

Geo. T. Curtis
Secretary of State of the State of Idaho

STATE OF Idaho
COUNTY OF Boone

ss

On this 4th day of March, 1941

before me, J. F. Bonnell a Notary Public in and

for the State of Idaho, personally appeared,

W. S. Rosenberg, known to me to be the

Secretary, of the Winton Lumber

Company, Gibbs, Idaho, the corporation that executed the within
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 the day and year first above written.

J. F. Bonnell
Notary Public for the State of
Idaho Residing at
Coeur d'Alene, Idaho

(SEAL)

Mr. G. L. Davis
Coeur d'Alene, Idaho

Dear Sir:

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. 639

Name of Timber Purchaser: Winton Lumber Company

Date of Contract: February 24, 1941

Amount of Bond: \$ 750.00

Effective Date of Release: June 18, 1946

Name of Surety: GENERAL CASUALTY COMPANY OF AMERICA

Yours very truly,

State Land Commissioner

mh/vb

cc - Winton Lumber Company
Howard Drake

