

Idaho Department of Lands

CSRBA Claim Evidence

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AUG 20 2019

IDWR/NORTH

95-17018

40 Ac. R. + E 6-21-56 Ad Y-N-37

1225

THIS CERTIFICATE AND CONTRACT, made : and entered into in duplicate this 27th day of June, 1998

THAT WITNESSES, on the 27th day of June, 1955

(US\$25.00), more or less as may be determined by actual log scale and actual pole count.

Investigative Report No. (See reverse side of this page.)

all measurements to be taken outside the bark breast high above the highest adjacent ground. The State requires that sufficient acceptable seed trees of each merchantable species be left on the land as determined by the State Forester, or his agents, and further retains the right to remove any additional seed trees and growing stock, as marked by the State Forester; the total reserved not to exceed 25% by volume of the total merchantable stand lying, standing or being on the following described land, to-wit:

Subdivision	Section	Township	Range	Appraised Value
36	53 N.	3 W.	\$ 190.00	
36	53 N.	3 W.	1,160.00	
36	53 N.	3 W.	1,070.00	
36	53 N.	3 W.	1,025.00	
36	53 N.	3 W.	45.00	
36	53 N.	3 W.	195.00	
36	53 N.	3 W.	480.00	
36	53 N.	3 W.	150.00	
Total Estimated Value				\$5,525.00

County of: **Butterfield** Area: **320** Acres:

TERMS OF PAYMENT:

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, herein, estimated to be the sum of \$5,525.00 payable in the following manner: The sum of \$552.50 on principal, and the sum of \$198.90 as interest on the unpaid balance for one year, in cash herewith, the receipt whereof is hereby acknowledged, and the principal balance of \$4,972.50

in equal installments with interest at the rate of four per cent per annum payable annually in advance, as shown herewith, to-wit:

1. The sum of \$ 1,972.50 , Principal on or before
together with interest for the following year on any unpaid balance
2. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance
3. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance
4. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance
5. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance
6. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance
7. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance
8. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance
9. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance
10. The sum of \$ _____ , Principal on or before
together with interest for the following year on any unpaid balance

June 27, 1956

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

A. CUTTING PERMITS: That the Purchaser shall not cut any timber except under permits therefor 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 right to installments falling due, and each regular installment and interest shall be paid on or before the date the same becomes due until the completion of all the payments hereunder and all have paid the whole of said purchase price in full with interest.

B. PRICE OF SPECIES: That, whereas it has been impossible or impracticable to determine by scales or appraisement the exact amount of merchantable timber on said described premises, and the bid of the purchaser has been based on an estimate of the amount of timber at the following rate or rates per thousand feet board measure log scale or per pole, to-wit: **\$37.00 per thousand feet board measure for white pine, \$40.00 per thousand feet board measure for ponderosa pine, \$9.00 per thousand feet board measure for Douglas fir and larch, \$7.00 per thousand feet board measure for white fir and hemlock, \$6.00 per thousand feet board measure for cedar, and the following for spruce:** 24' and 26', \$5.00; 28' and 30', \$5.50; 32' and 34', \$6.00; 36' and 38', \$6.50; 40' and 42', \$7.00; 44' and 46', \$7.50; 48' and 50', \$8.00; 52' and 54', \$8.50; 56' and 58', \$9.00; 60' and 62', \$9.50; 64' and 66', \$10.00; 68' and 70', \$10.50; 72' and 74', \$11.00; 76' and 78', \$11.50; 80' and 82', \$12.00; 84' and 86', \$12.50; 88' and 90', \$13.00; 92' and 94', \$13.50; 96' and 98', \$14.00; 100' and over, \$14.50.

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 scaler selected by the State Board of Land Commissioners. It is especially understood that when the timber sold hereunder shall pass upon such scaling or counting and payment for the stumpage at the above rates.

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 rate for any timber in excess of the estimated value given hereinabove, provided that any shortage on one subdivision or subdivisions may be applied on the excess of any other subdivision or subdivisions. Any payments on account of excess timber shall be applied, insofar as may be, on any unpaid installments under this contract in the same manner as payments prerequisite to cutting permits.

D. SCALING METHODS: 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, and 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 30 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 on demand or on other time as and all expenses of scaling such timber exceeding the usual rate in the locality for the same.

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 such 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 on the declaration 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 at the following rate or rates per thousand feet board measure, log scale, or per cedar pole, to-wit: **\$75.00 for white pine, \$40.00 for ponderosa pine, \$18.00 for Douglas fir and larch, \$14.00 for white fir and hemlock, \$12.00 for cedar and spruce, and an average of \$5.00 for cedar poles.**

H. CONTRACT PERIOD AND EXTENSION: That all timber purchased hereunder must be cut and removed from the described premises within **two (2)** years 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 pile and burn or otherwise satisfactorily dispose of, or provide for disposal of, all slash, 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 said slash disposal will be made or 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 that 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.

J. TAXES AND ASSESSMENTS: That the Purchaser will pay all taxes and assessments of whatever 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 prerequisite to cutting permits or interest to be made hereunder.

K. BOND: That upon the execution of this contract and receipt hereof, the Purchaser will file with the State of Idaho a good and sufficient surety bond in the principal sum of **\$1,000.00** 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 the terms and conditions imposed by the State Board of Land Commissioners and that upon failure on the part of the Purchaser to furnish or to 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 manner and with 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 shall further agree as provided by Section 58-403, 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 or 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, or 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 the 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 for the 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 tree is to be buried in a road fill. Provided, further, that the State hereby reserves the right of ingress and

green on such roads for the purpose of removing timber from other State lands in the vicinity and otherwise caring for State lands, as 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, improved and maintained by the Purchaser herein shall, at the termination of this contract, revert to the State in their improved condition.

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 First Part.

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

Secretary of State

Land Commissioner of the State of Idaho.

Party of the Second Part.

COUNTY OF ADA,

On this 1 day of September, in the year of 1957, before me, Will E. Evans, a Notary Public in and for the State, personally appeared Arthur E. Sullivan, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, and Arthur E. Sullivan, 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.

(Seal)

Notary Public residing at Boise, Idaho.

My Commission expires March 1, 1957.

STATE OF Idaho

COUNTY OF Bonner

On this 7 day of August, in the year of 1956, before me, A. P. Lewis, a Notary Public in and for the State of Idaho, personally appeared Jasper Mitchell, known to me to be the person whose name id subscribed to the within instrument, and acknowledged to me that he executed the same.

(Partnership—Strike out if not applicable)

one of the partners in the partnership of id, 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 id 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.

(Seal)

Notary Public for State of Idaho

My Commission expires April 10, 1957.

Residing at Sandpoint, Ida

10/24 — 1056

ASP	1	1
SIS	1	
SLA	1	
ST	1	

CR 655

Inq. 50

FR 355

LO	SW	SE	NE	NW	2/8/55	3/17/55
SW 1/4 NE 1/4	36	53	3 W	40		
36				320		
				360		
					Northway & Chaney	
					Rt. #2	
					Rathdrum, Idaho	

I. Location, Topography and Stand Composition:

A. Nearest Town or Village: Athol

B. Drainage(s): Tributaries of Sage Creek

C. Topography:

1. Aspect(s) 10% to 55%

2. Slope(s) North, northwest, northeast.

3. Soil Type(s) Sandy loam

D. Stand Past History:

1. History (Previous land use, etc.) Few trees cut on west side of application and around center of section. Evidence of old fire.

a. Overstory:

a) Species Douglas fir, larch, hemlock, grand fir, cedar.

b) Stocking and Distribution Stocking poor except for small pockets. Distribution poor to fair.

c) Size and Age 18" to 34" DBH; 87 to 200+ years.

d) Growth Rate 13 rings to 24 rings per radial inch.

3. Understory:

a) Species Douglas fir, larch, grand fir, hemlock, cedar, ponderosa pine.

b) Stocking and Distribution Stocking poor to good. Distribution fair.

c) Size and Age 6" to 16" DBH. 45 to 90 years.

d) Growth Rate 11 to 24 rings per radial inch.

4. Reproduction:

a) Species Larch, Douglas fir, grand fir, cedar, hemlock, ponderosa pine.

b) Stocking & Distribution Stocking poor to good. Distribution fair.

c) Size and Age Seedling to 5" DBH; 5 to 50 years.

5. Pathological Condition Some butt rot and conks on older trees. Younger stems in good condition except for some suppression.

6. Entomological Condition Good.

7. ~~Actual conditions~~ (wind damage, fire scars, etc.) Few fire scars. Others normal.

E. Roads:

1. Existing None
2. Proposed Road on contour or tractor skid.
3. Building Change Generally poor.

II. Management Plan:

A. Future Species Desired or Obtainable: Generally established.

B. Cutting Plan:

1. Diameter Limits X
2. Block System X
3. Seed Trees X
4. Remarks, etc.

C. Type Slash Disposal Recommended: Log and scatter where trees are not grouped. Pile and burn in heavier stands.

III. RECOMMENDATIONS:

This area supports very little merchantable timber; however, the mature trees are of no more value to the State. Cedar poles average 30' to 35' in length and are very scattered, which does not make for a feasible pole operation.

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ should be deleted from the sale because of the lack of merchantable timber. Extreme care must be taken to preserve the existing reproduction and pole-size timber.

Live timber shall be designated for cutting as follows: Any live white pine trees which are 17" DBH or over and any ponderosa pine trees which are 18" DBH or over and which contain two or more merchantable logs having a net scale of 33% of the total volume of the tree and any Douglas fir, larch, white fir, or hemlock trees which are 16" DBH or over and which contain two or more merchantable logs having a net scale of 50% of the total volume of the tree shall be considered merchantable and designated for cutting. All cedar trees suitable for poles which are 12" DBH or over shall be considered merchantable and may be cut at the discretion of the operator.

All sawlog species and cedar poles falling within the clearing limits of the roads constructed by the purchaser in connection with this sale are designated for cutting. The State Forester, or his agent, will have latitude in marking or designating lesser volumes for cutting where the above rules may result in undesirable clearcutting or in stream bottoms or critical erosion areas where, in the forester's opinion, the removal of the above stipulated volume would damage optimum stream-side conditions or induce accelerated erosion.

Any road with more than 5% grade and no longer needed to carry on logging operations on this application will be cross-ditched for erosion control.

Duration of contract: 2 years.

/s/ DOUGLAS M. MARTIN

Inspector

E. Earl Plourde
A. EARL PLOURDE, Asst. State Forester

747 9/17/44 No. R. 2710

STATE OF IDAHO
FORESTRY DEPARTMENT

CANCELLATION
INSPECTION REPORT

DSP	X	Insp.	X
SLC		Purch.	X
SL&TA			
SP			

Insp. No.
FR 618

Description (List County & State Forest)					DATE REQUESTED	DATE COMPLETED	
LO	Sec.	T.	R.	Acres	7/7/58	7/28/58	
SWNE	36	53N	3W	40	PURCHASER Jasper Mitchell Route 1 Sagle, Idaho	PSC NO.	1328
SW4	"	"	"	160			
W4SE	"	"	"	80			
SWSE	"	"	"	40			
				320			

I. Logging Practices: Good

II. Trespass: None

III. Certificate of Clearance:

IV. Volume Comparison:	WP	PP	DP & Ls	WF	Ced	C P
A. Scaled Volume	22,210	12,450	351,600	135,740	21,090	347
B. Cruise Volume	10,000	45,000	365,000	80,000	10,000	140
C. Difference in Volume + or -	+12,210	-2,550	-13,400	+55,740	+11,090	+207
D. Reason for volume difference, if excessive:	Not excessive					

V. Residual Stand:

- A. Species White pine, Douglas fir, cedar, Ponderosa pine, and larch
- B. Stocking, size and age Full to medium stocked, sapling to small sawlog
40 to 80 years
- C. Quality Good
- D. Outlook Good
- E. Reproduction Mixed species
- F. Erosion None
- G. Slash Pile and burn

VI. Next Probable Rotation 40 to 60 years

VII. Remarks, Recommendations, etc.:

Recommend cancellation

Ellwood Chase
Inspector

William A. L. L.
Area Supervisor
G. K. L. L.

IDAHO STATE LAND DEPARTMENT

REPORT OF TIMBER CUT

Contract No. 1388 Camp No. _____ Report No. 24
 Purchaser Jasper Mitchell Period from August 7, 1957
 Address Route 1, Sagle, Idaho To October 7, 1957, Incl.
 Sales Area See page 1 Terms of Contract 6/21/55 - 6/27/58

DESCRIPTION	Timber Scaled	No. of Pieces	Scale Feet	Unit Price	Value	
Species <u>Cedar Palmer</u>	Reported to	1	Pieces	5.25	11.1	75
Material <u>55 & 60"</u>	Since Last Report					
Green or Dead <u>Green</u>	Total To Date	27	Pieces	5.25	11.1	75
Species <u>Cedar Palmer</u>	Reported to	9	Pieces	5.17	12	23
Material <u>65 & 70"</u>	Since Last Report					
Green or Dead <u>Green</u>	Total To Date	9	Pieces	5.17	12	23
Species	Reported to					
Material	Since Last Report					
Green or Dead	Total To Date					
Species	Reported to					
Material	Since Last Report					
Green or Dead	Total To Date					
Species	Reported to					
Material	Since Last Report					
Green or Dead	Total To Date					
Species	Reported to					
Material	Since Last Report					
Green or Dead	Total To Date					
Species	Reported to					
Material	Since Last Report					
Green or Dead	Total To Date					
Species	Reported to					
Material	Since Last Report					
Green or Dead	Total To Date					

Value of Stumpage	No. of Board Feet	Scaling Charges
Last Report <u>6,555.76</u>	Last Report <u>55,240</u>	Last Report <u>11.35</u>
This Report <u>168.18</u>	This Report <u>15,050</u>	This Report <u>12.25</u>
Total to Date <u>6,723.94</u>	Total to Date <u>70,290</u>	Total to Date <u>23.60</u>

10/9/57

J. E. FRAUDEN, State Land & Timber Agent

IDAHO STATE LAND DEPARTMENT

REPORT OF TIMBER CUT

Contract No. 1328

Camp No. _____

Report No. 21

Purchaser Jasper Mitchell Period from August 7, 1957

Address Route 1, Eagle, Idaho To October 7, 1957, Incl

Sales Area Pts. Sec. 36, T. 51 N., R. 3 W. Terms of Contract 8/27/57 - 10/27/57

DESCRIPTION	Timber Scaled	No. of Pieces	Scale Feet	Unit Price	Value	
Species <u>White Pine</u>	Reported to	<u>212</u>	<u>21,310</u>	<u>37.00</u>	<u>796</u>	<u>27</u>
Material <u>Saw Timber</u>	Since Last Report	<u>6</u>	<u>602</u>	<u>37.00</u>	<u>222</u>	<u>30</u>
Green or Dead <u>Green</u>	Total To Date	<u>218</u>	<u>21,912</u>	<u>37.00</u>	<u>818</u>	<u>57</u>
Species <u>Yellow Pine</u>	Reported to	<u>169</u>	<u>12,450</u>	<u>21.00</u>	<u>2639</u>	<u>00</u>
Material <u>Saw Timber</u>	Since Last Report					
Green or Dead <u>Green</u>	Total To Date	<u>169</u>	<u>12,450</u>	<u>21.00</u>	<u>2639</u>	<u>00</u>
Species <u>D. fir & Larch</u>	Reported to	<u>3,511</u>	<u>31,730</u>	<u>9.00</u>	<u>28557</u>	<u>57</u>
Material <u>Saw Timber</u>	Since Last Report	<u>122</u>	<u>1,079</u>	<u>9.00</u>	<u>971</u>	<u>63</u>
Green or Dead <u>Green</u>	Total To Date	<u>3,633</u>	<u>32,809</u>	<u>9.00</u>	<u>29528</u>	<u>20</u>
Species <u>White Fir</u>	Reported to	<u>1,156</u>	<u>11,170</u>	<u>10.00</u>	<u>11170</u>	<u>02</u>
Material <u>Saw Timber</u>	Since Last Report	<u>92</u>	<u>7,070</u>	<u>10.00</u>	<u>7070</u>	<u>42</u>
Green or Dead <u>Green</u>	Total To Date	<u>1,248</u>	<u>18,240</u>	<u>10.00</u>	<u>18240</u>	<u>44</u>
Species <u>Cedar</u>	Reported to	<u>227</u>	<u>1,900</u>	<u>6.00</u>	<u>1170</u>	<u>43</u>
Material <u>Saw Timber</u>	Since Last Report	<u>21</u>	<u>1,510</u>	<u>6.00</u>	<u>906</u>	<u>06</u>
Green or Dead <u>Green</u>	Total To Date	<u>248</u>	<u>3,410</u>	<u>6.00</u>	<u>2076</u>	<u>49</u>
Species <u>Cedar Poles</u>	Reported to	<u>9</u>	<u>Pieces</u>	<u>0.38</u>	<u>3</u>	<u>42</u>
Material <u>25' & shorter</u>	Since Last Report					
Green or Dead <u>Green</u>	Total To Date	<u>9</u>	<u>Pieces</u>	<u>0.38</u>	<u>3</u>	<u>42</u>
Species <u>Cedar Poles</u>	Reported to	<u>113</u>	<u>Pieces</u>	<u>1.25</u>	<u>141</u>	<u>75</u>
Material <u>30 & 35'</u>	Since Last Report					
Green or Dead <u>Green</u>	Total To Date	<u>113</u>	<u>Pieces</u>	<u>1.25</u>	<u>141</u>	<u>75</u>
Species <u>Cedar Poles</u>	Reported to	<u>159</u>	<u>Pieces</u>	<u>2.70</u>	<u>429</u>	<u>30</u>
Material <u>40, 45 & 50'</u>	Since Last Report					
Green or Dead <u>Green</u>	Total To Date	<u>159</u>	<u>Pieces</u>	<u>2.70</u>	<u>429</u>	<u>30</u>

#1
CUTTING PERMIT

STATE OF IDAHO, TIMBER SALE CONTRACT NO 1328

WHEREAS, Jasper Mitchell
OF Sagle, Idaho

pursuant to Sec. 56-413 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:

SW¹/₄NE¹/₄, NE¹/₄SW¹/₄, Sec. 36, Twp. 53 N., Rge. 3 W.B.M.

NOW, THEREFORE, Jasper Mitchell

as aforesaid, having fully complied with all the provisions of the Statutes for the sale of timber on State lands, 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 30th day of April, 1956 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.

Arthur Wilson
STATE LAND COMMISSIONER

STATE OF IDAHO
BY

Franklin D. Young
GOVERNOR

Countersigned by:

Jas. H. Young
Secretary of State

#2
CUTTING PERMIT

STATE OF IDAHO, TIMBER SALE CONTRACT NO 1328

WHEREAS, Jasper Mitchell
OF Sagle, Idaho

pursuant to Sec. 56-413 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:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 53 N., Rge. 3 W.B.M.

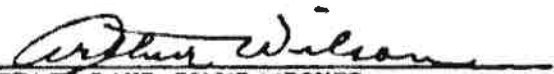
NOW, THEREFORE, Jasper Mitchell

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.

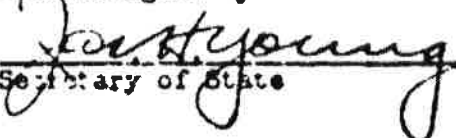
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the State Board of Land Commissioners this 28th day of June, 1956 and have caused this permit to be signed by the Governor of the State of Idaho, and countersigned by the Secretary of State, thereof, and had affixed thereto the Great Seal of the State of Idaho.


STATE LAND COMMISSIONER

STATE OF IDAHO
BY


GOVERNOR

Countersigned by:


Secretary of State

3
CUTTING PERMIT

STATE OF IDAHO, TIMBER SALE CONTRACT NO 1328

WHEREAS, Jasper Mitchell
OF Eagle, Idaho

pursuant to Sec. 56-413 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:

N $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 36, Twp. 53 N., Rge. 3 W.B.M.

NOW, THEREFORE, Jasper Mitchell

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.

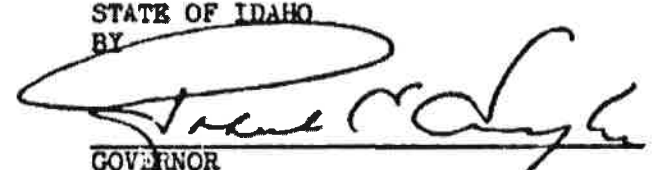
The State Board of Land Commissioners may, at its discretion, require all merchantable trees as designated under this contract on the above described area, to be cut, scaled and paid for before a subsequent cutting permit is issued.

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

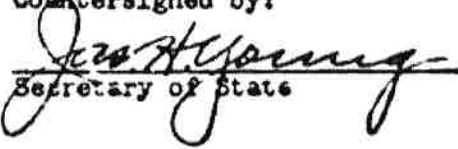
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the State Board of Land Commissioners this 6th day of July, 1956 and have caused this permit to be signed by the Governor of the State of Idaho, and countersigned by the Secretary of State, thereof, and had affixed thereto the Great Seal of the State of Idaho.


STATE LAND COMMISSIONER

STATE OF IDAHO
BY


GOVERNOR

Countersigned by:


Secretary of State

4
CUTTING PERMIT

STATE OF IDAHO, TIMBER SALE CONTRACT NO 1328

WHEREAS, Jasper Mitchell
OF Eagle, Idaho

pursuant to Sec. 56-413 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:

NW¹/₄ Sec. 36, Twp. 53 N., Rge. 3 W.B.M.

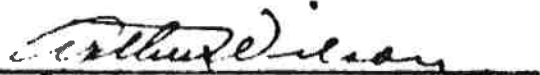
NOW, THEREFORE, Jasper Mitchell

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.

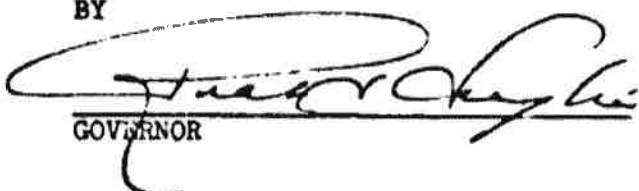
The State Board of Land Commissioners may, at its discretion, require all merchantable trees as designated under this contract on the above described area, to be cut, scaled and paid for before a subsequent cutting permit is issued.

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

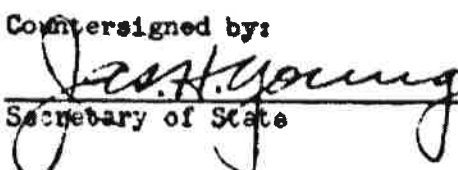
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the State Board of Land Commissioners this 5th day of October, 1956 and have caused this permit to be signed by the Governor of the State of Idaho, and countersigned by the Secretary of State, thereof, and had affixed thereto the Great Seal of the State of Idaho.


STATE LAND COMMISSIONER

STATE OF IDAHO
BY


GOVERNOR

Countersigned by:


Secretary of State

MEMO TO THE BOARD

Timber Sale Application No. ~~224~~ CR 655

Applicants: Northway and Chaney, Route 2, Rathdrum, Idaho
 Description: SW 1/4, SW 1/4, NW 1/4 SE 1/4 & SW 1/4 SE 1/4 Sec. 36, Twp. 51 N., Rge. 3 W.
 Area: 120 Acres
 County: Kootenai
 Fund: Public School
 Estimate:

White Pine	10 M @	\$27.00	\$	270.00
Ponderosa Pine	45 M @	\$15.00		675.00
Douglas Fir and Larch	365 M @	\$6.00		2,190.00
White Fir and Hemlock	80 M @	\$4.00		320.00
Cedar	10 M @	\$6.00		60.00
Cedar Poles 140 Pcs.		\$2.50		350.00
Totals	140 Pcs.	\$10 M		\$3,865.00

Remarks of
 J. K. Beaudoin
 State Land & Timber Agent

This timber is located about 7 miles southeast of Athol. There is a good road to within one-half mile of this timber. The quality of the timber is medium, and it is mature.

I recommend sale at the above prices, and the following for cedar poles: 25' and shorter, 38¢; 30', and 35', \$1.25; 40', 45' and 50', \$2.70; 55' and 60', \$4.25; 65' and 70', \$5.67; 75' and up, \$9.56. In addition to the above prices, a charge of 50¢ per M and 1¢ per pole should be made for scaling and counting respectively.

Purchaser to furnish a surety bond in the amount of \$1,000.00, and to have two years in which to remove the timber.

In regard to cutting practices, I concur with the recommendations of the Assistant State Forester as shown on the attached pre-sale inspection report.

Remarks of Roger L. Guernsey, State Forester:

I concur in the recommendations of J. K. Beaudoin and Earl Bourde

JEB:lr
 4-6-55
 Approved

5. 1. 25

C-1

STATE OF IDAHO
STATE LAND DEPARTMENT

Boise, Idaho
November 12, 1958

American Surety Company

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.	1328	(cancelled)
Name of Timber Purchaser:	Jasper Mitchell, Eagle, Idaho	
Date of Contract:	June 27, 1955	
Amount of Bonds:	\$1,000.00	
Effective Date of Release:	November 6, 1958	
Name of Surety:	AMERICAN SURETY COMPANY OF NEW YORK	

Yours very truly,

Arthur Wilson
ARTHUR WILSON
State Land Commissioner

RM
dg
cc: Jasper Mitchell
A. Earl Bourde



FILE TO THE LAND BOARD
Timber Contract Cancellation
TC # 1,28

CONTRACT HOLDER: Jasper Mitchell, Eagle, Idaho
ACRE: 320 acres
FUND: Public School
COUNTY: Kootenai
EXPIRATION DATE: June 27, 1958

REMARKS OF
Arthur Wilson
State Land Commissioner:

A certificate of clearance has been issued on the
slash disposal and all other contractual requirements
have been met. Mr. Guernsey recommends cancellation
and I concur.

dg

11-6-58

Approved 11-6-58

26

NAME AND ADDRESS
Jasper Mitchell
ET / J
Sagle, Idaho

TIMBER SALE CONTRACTS
Sale Date 6/27/55 Cont. No. 1328
Amount: \$5,525.00 Fund: P 5 Percent:

A

DATE	NUMBER	CURRENT ENTRIES			DISTRIBUTION OF CONTACT BALANCE BY FUNDS	ACCOUNT BALANCES			PROOF	
		CHARGED	PAID	INTEREST		TOTAL PRINCIPAL	SUBPAGE	ENDING		
AM 29 56	104	.00	.00		5525.00	5525.00	.00	.00	5525.00	.00
AM 29 56	364	.00	583.20	198.90	1972.50	4972.50	552.50	50.70	4380.50	.00
AM 11 56	54524	.01	1273.50		3757.50	3757.50	1767.50	89.20	1980.00	.00
AM 11 56	420	.00	851	851	3748.99	3748.99	1776.01	59.70	1981.78	.00
AM 29 56	1	476.55	.00		3748.99	3748.99	1519.20	69.46	2340.35	.00
AM 22 56	2	211.12	.00		3748.99	3748.99	1117.85	59.60	2371.05	.00
AM 22 56	3	235.60	.00		3748.99	3748.99	894.58	47.56	2807.05	.00
AM 11 56	54939	.00	193.50		3555.49	3555.49	1087.88	47.56	2420.05	.00
AM 11 56	54990	.00	1009.80	103.87	2587.99	2587.99	2055.38	67.06	442.75	.00
AM 11 56	4	162.88	.00		2587.99	2587.99	1900.45	81.91	409.43	.00
AM 11 56	5	161.25	.00		2587.99	2587.99	1746.75	70.36	766.88	.00
AM 11 56	6	307.75	.00		2587.99	2587.99	1432.72	40.44	1074.43	.00
AM 25 56	8	284.34	.00		2587.99	2587.99	1183.34	45.60	1358.97	.00
AM 25 56	7	103.65	.00		2587.99	2587.99	1082.02	40.95	1464.62	.00
AM 25 56	432	.00	.00		2596.09	2596.09	1671.43	48.05	4673.62	.00
AM 15 56	9	780.48	.00		2596.09	2596.09	323.93	16.96	2254.10	.00
AM 31 56	10	487.97	.00		2596.09	2596.09	143.36	7.00	3742.07	.00
AM 11 56	11	412.10	.00		2596.09	2596.09	943.74	7.00	3154.17	.00
AM 26 56	12	510.39	.00		2596.09	2596.09	1037.05	50.52	3664.55	.00
AM 9 56	57526	.00	1764.90		913.99	913.99	643.95	51.39	2164.44	.00
AM 17 56	446	.00	50.68	50.68	863.31	863.31	696.65	7.58	115.50	.00
AM 18 56	13	241.11	.00		863.31	863.31	468.55	58.97	356.41	.00
AM 24 56	14	466.38	.00		863.31	863.31	244.02	14.50	822.79	.00
AM 14 56	15	155.81	.00		863.31	863.31	124.57	9.28	978.60	.00
AM 27 56	16	311.94	.00		863.31	863.31	418.70	8.53	1290.96	.00
AM 12 56	17	389.97	.00		863.31	863.31	788.48	28.74	1680.55	.00
AM 21 56	18	265.78	.00		863.31	863.31	1042.78	40.20	1944.78	.00
AM 16 56	54256	.00	500.00		363.31	363.31	542.78	40.20	944.20	.00
AM 16 56	19	387.78	.00		363.31	363.31	914.09	56.67	1334.07	.00
AM 13 56	20	149.46	.00		363.31	363.31	1059.71	60.51	1481.55	.00
AM 10 56	54076	.00	979.50		561.69	561.69	134.71	6.91	920.87	.00
AM 26 56	54169	.00	314.98		863.67	863.67	167.27	7.00	1037.05	.00

NAME AND ADDRESS
 Jasper Mitchell
 Rt. # 1
 Eagle, Idaho

Base Date _____
 Amount: _____
 Fund: _____
 Percent: _____

TIMBER SALE CONTRACTS / 132 P

CANCELLED

Date	NUMBER	CURRENT ENTRIES				DISTRIBUTION OF CONTRACT BALANCE BY FUNDS	ACCOUNT BALANCES				PROOF	
		CHARGED	PAID	INTEREST	PRINCIPAL		TOTAL PRINCIPAL	STORAGE	SCALING	BALANCE		
SEP 26 51	21	\$ 174.27	.00			863.67	863.67	.00	.00	863.67		.00
SEP 28 51	5 A. 189	.00	.00	40.00		863.67	863.67	.00	.00	863.67		.00
SEP 28 51	120	.00	.00		863.67	.00	.00	.00	.00	.00		.00
SEP 28 51	22	\$ 42.45	.00			.00	.00	39.45	.00	32.45		.00
SEP 12 51	23	\$ 136.08	.00			.00	.00	167.08	.00	178.58		.00
OCT 17 51	24	\$ 174.45	.00			.00	.00	329.27	.00	532.06		.00
NOV 26 51	6 Q. 216	.00	352.96			329.27	329.27	.00	.00	329.27		.00
DEC 29 51	133	.00	.00			.00	.00	.00	.00	.00		.00
DEC 11 51	523	\$ 352.96	.00			329.27	329.27	329.27	23.60	482.33		.00
DEC 20 51	134	.00	.00			.00	.00	329.27	.00	532.34		.00
NOV 30 51	6 L. 295	.00	352.96			.00	.00	.00	.00	.00		.00

Purchaser Jasper Mitchell

ADDRESS: Sagle, Idaho

Kootenai

[illegible]

TIMBER ESTIMATE

MADE BY

J. E. Beaudoin

STATE LAND AGENT

YELLOW PINE			DOUGLAS FIR - Larch			White Fir & Hemlock		
VOLUME	PRICE PER M	AMOUNT	VOLUME	PRICE PER M	AMOUNT	VOLUME	PRICE PER M	AMOUNT
5	20.00	\$100.00	10	9.00	\$90.00	20	7.00	\$140.00
15		300.00	80		720.00	30		210.00
5		100.00	110		1,170.00	10		70.00
			80		720.00	5		35.00
			5		45.00	15		105.00
			15		135.00			
20		400.00	30		270.00			
			15		135.00			
45		\$900.00	365		\$3,285.00	80		\$560.00
RECAPITULATION								
White Pine			10 M	\$37.00		\$	370.00	
Ponderosa Pine			45 M	\$20.00			900.00	
Douglas Fir and Larch			365 M	\$9.00		\$	3,285.00	
White Fir and Hemlock			80 M	\$7.00			560.00	
Cedar			10 M	\$6.00			60.00	
Cedar Poles	140 Pcs.			\$2.50			350.00	
Totals	140 Pcs.		510 M				\$5,525.00	

RECOMMENDATIONS

NUMBER OF YEARS TO REMOVE TIMBER 2

AMOUNT OF BOND \$1,000.00

STANDING ESTIMATE : : ACTUAL SCALE : X :

Cedar			CEDAR POLES			TOTAL PRICE
VOLUME M	PRICE PER M	AMOUNT	NUMBER OF POLES	PRICE EACH	AMOUNT	
	6.00			2.50		\$ 190.00
						1,150.00
5		\$ 30.00	70		\$175.00	1,870.00
			20		50.00	1,025.00
						15.00
			10		25.00	195.00
5		30.00	30		75.00	880.00
			10		25.00	160.00
10		\$ 60.00	140		\$350.00	\$5,525.00