

Idaho Department of Lands

CSRBA Claim Evidence

RECEIVED

AUG 20 2019

IDWR/NORTH

95-17026

NO. 1191

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

actual log scale.

Estimated Volume

Total **2,360**

to exceed 25% by volume of the total merchantable stand.

lying, standing or being on the following described land, to-wit:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Appraised Value</u>
NW NW	16	49 N.	5 W.	\$ 240.00
SW NW	16	49 N.	5 W.	1,810.00
NE SW	16	49 N.	5 W.	420.00
NW SW	16	49 N.	5 W.	1,867.50
SW SW	16	49 N.	5 W.	2,955.00
SE SW	16	49 N.	5 W.	4,480.00
SW SE	16	49 N.	5 W.	695.00
Total Estimated Value				\$12,467.50

That the purchaser will pay for said timber the amount bid, but subject to adjustment, as set forth in paragraphs M to Q, both inclusive, herein, estimated to be the sum of **Twelve Thousand Four Hundred Sixty-seven and 50/100 Dollars (\$12,467.50)** - - -

payable in the following manner: The sum of **Two Thousand Four Hundred Ninety-three and 50/100 Dollars (\$2,493.50)** - - -

in principal, and the sum of **Three Hundred Ninety-eight and 96/100 Dollars (\$398.96)** - - -

as interest on the unpaid balance for one year, in each herewith, the receipt whereof is hereby acknowledged, and the principal balance of **Nine Thousand Nine Hundred Seventy-four and 50/100 Dollars (\$9,974.00)**

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

- | | |
|---|--|
| 1. The sum of \$ 2,493.50
September 2, 1953 | principal on or before
together with interest for |
| the following year on any unpaid balance; | |
| 2. The sum of \$ 2,493.50
September 2, 1954 | principal on or before
together with interest for |
| the following year on any unpaid balance; | |
| 3. The sum of \$ 2,493.50
September 2, 1955 | 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 \$ 2,493.50
September 2, 1956 | principal on or before |

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

A. 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 be 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 obligations 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.

B. 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: **Fifty-five and No/100 Dollars (\$55.00) for White Pine, Thirty and No/100 Dollars (\$30.00) for Ponderosa Pine, Twelve and No/100 Dollars (\$12.00) for Douglas Fir and Larch, Eight and No/100 Dollars (\$8.00) for White Fir and Hemlock, Twelve and No/100 Dollars (\$12.00) for Cedar and Spruce, and Five and No/100 Dollars (\$5.00) for Cedar Poles.**

C. 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 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.

D. That all timber purchased hereunder must be cut and removed from the described premises within **five (5)** 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.

E. 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 on 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 by law.

F. 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 force and 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.

G. That the Purchaser will, as fully as if the owner in fee of the lands on which such timber is standing, comply with all the provisions of Chapter 140 of the Session Laws of the 1937 regular Session creating "Cooperative Sustained Yield District," and will be guided by the general forest practices therein announced, and any trees which it may be necessary to leave standing for reproduction and/or conservation purposes, as provided in said Act, are excepted from this sale.

H. That upon the execution of this contract and as part hereof, the Purchaser will file with the State of Idaho a good and sufficient surety bond in the principal sum of - - - - -

Three Thousand and No/100 Dollars (\$3,000.00) - - - - -

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.

I. That the Purchaser herein further agrees as provided by Section 56-403, Idaho Code Annotated, as amended, 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.

J. 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.

K. 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.

L. 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.

M. That, whereas, it has been impossible or impracticable to determine by cruise or appraisalment 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:
Twenty-seven and 50/100 Dollars (\$27.50) per thousand feet board measure for White Pine, Six and No/100 Dollars (\$6.00) per thousand feet board measure for Douglas Fir and Larch, and Four and No/100 Dollars (\$4.00) per thousand feet board measure for White Fir and Hemlock,

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 specifically understood that title to the timber sold hereunder shall pass upon such scaling or counting and payment for the stumpage at the above rates.

N. 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 or subdivisions may be applied on the excess of any other subdivision or subdivisions.

O. That 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.

P. 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, counting and removal 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 six per cent per annum until paid.

Q. That the purchaser will pay on 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, at a rate not exceeding the usual rate in the locality for the same.

ACKNOWLEDGEMENT OF PRINCIPAL

State of Idaho)
County of Booke) ss.

On this 10th day of September, in the year 1952
before me J. G. [Signature] a Notary Public in and for the State
of Idaho, personally appeared J. J. [Signature]

J. J. [Signature] Known to me to be the
person whose name subscribed to the within instrument, and acknow-
ledged to me that he executed the same.

(PARTNERSHIP - Strike out if not applicable)

one of the partners in the partnership of _____, 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 President & Secretary 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)

J. G. [Signature]
Notary Public for Idaho
Residing at Spencer, Idaho

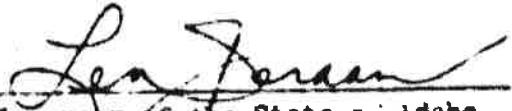
My commission expires

March 22, 1956.

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

By


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

Countersigned:


Secretary of State of the State
of Idaho


State Land Commissioner of the
State of Idaho

NORTHWEST TIMBER COMPANY

Party of the Second Part

By



By



State of Idaho, County of Ada, SS.

On this 6 day of Oct. in the year 1952,
before me, Mildred C. Hamblin a Notary Public in
and for said State, personally appeared Len Jordan
known to me to be the Governor of the State of Idaho and President of
the State Board of Land Commissioners, and

Richard Mosley, 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)

My commission expires
3-1, 1955.

Mildred C. Hamblin
Notary Public Residing at
Boise, Idaho

State of Idaho) SS.
County of Ada

On this 10th day of September, in the year 1952,
before me, Edmund J. Hamblin, a Notary Public in
and for the State of Idaho, personally appeared

Edmund J. Hamblin, known to me to be the
the person whose name are 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
, 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.
(CORPORATION Strike out if not applicable)
the President of the Idaho 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 corp-
oration 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
8-22, 1956.

Edmund J. Hamblin
Notary Public for Idaho
Residing at Boise, Idaho

BOND

NO. 460578

KNOW ALL BY THESE PRESENTS: That we, NORTHWEST TIMBER COMPANY
of Gibbs, Idaho as principal, and _____
a corporation organized under the
laws of the State of _____ and having its principal place of
business in the State of Idaho in the City of _____ State of
Idaho, as surety, are held and firmly bound unto the State of Idaho in the
penal sum of Three Thousand and No/100 (\$3,000.00) - - - 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 September 19 52, 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, NORTHWEST TIMBER COMPANY
and its 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 2nd day of September 19 52

(Corporate Seal, if any)

NORTHWEST TIMBER COMPANY

Principal

By [Signature]

By [Signature]

(Surety Seal)

Countersigned:
H. S. GLENN INSURANCE AGENCY

By [Signature]
Resident Agent H. S. GLENN

Spokane, Washington
Address

GLENN FALLS SURETY COMPANY

Surety

By [Signature]
As Atty-in-fact

Title _____

ACKNOWLEDGEMENT OF SURETY

State of Washington)
County of Spokane) ss

On this 2nd day of September in the year 19 52, before me,
ALMA S. REEVE a Notary Public in and for the State of Washington
personally appeared H. S. GLENN 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)

[Signature]
Notary Public for Washington

My commission expires

Residing at Spokane

October 25 19 55

IDAHO STATE LAND DEPARTMENT

REPORT OF TIMBER CUT

Contract No. 1171 Camp No. _____ Report No. 12
 Purchaser Northern Timber Company Period from September 3, 1955
 Address Oilb. Idaho To September 17, 1955 Incl.
 Sales Area Pl. Sec. 16, T. 42 N., R. 5 W. Terms of Contract 9/2/52 - 9/2/51

DESCRIPTION	Timber Scaled	No. of Pieces	Scale Feet	Unit Price	Value
Species <u>White Pine</u>	Reported to <u>4/1/55</u>	<u>593</u>	<u>108,420</u>	<u>27.50</u>	<u>2,978.50</u>
Material <u>Saw Timber</u>	Since Last Report	<u>25</u>	<u>3,710</u>	<u>27.50</u>	<u>102.03</u>
Green or Dead <u>Green</u>	Total To Date	<u>618</u>	<u>112,130</u>	<u>27.00</u>	<u>3,027.30</u>
Species <u>D. Fir & Larch</u>	Reported to <u>4/1/55</u>	<u>4,424</u>	<u>707,740</u>	<u>6.00</u>	<u>4,217.40</u>
Material <u>Saw Timber</u>	Since Last Report	<u>260</u>	<u>39,390</u>	<u>6.00</u>	<u>236.34</u>
Green or Dead <u>Green</u>	Total To Date	<u>4,684</u>	<u>747,130</u>	<u>6.00</u>	<u>4,453.74</u>
Species <u>White Fir</u>	Reported to <u>4/1/55</u>	<u>4,104</u>	<u>827,210</u>	<u>4.00</u>	<u>3,300.40</u>
Material <u>Saw Timber</u>	Since Last Report	<u>201</u>	<u>39,550</u>	<u>4.00</u>	<u>158.20</u>
Green or Dead <u>Green</u>	Total To Date	<u>4,305</u>	<u>866,760</u>	<u>4.00</u>	<u>3,458.60</u>
Species <u>Cedar</u>	Reported to <u>4/1/55</u>	<u>6</u>	<u>1,040</u>	<u>12.00</u>	<u>12.48</u>
Material <u>Saw Timber</u>	Since Last Report				
Green or Dead <u>Green</u>	Total To Date	<u>6</u>	<u>1,040</u>	<u>12.00</u>	<u>12.48</u>
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

Last Report 10,550.51
 This Report 496.57
 Total to Date 11,047.08

No. of Board Feet

Last Report 1,414,610
 This Report 82,650
 Total to Date 1,727,260

Scaling Charges

Last Report 822.33
 This Report 41.33
 Total to Date 863.66

STATE OF IDAHO
STATE LAND DEPARTMENT

Boise, Idaho

July 30, 1936

H. S. Noble Insurance Agency
710 Syracuse Avenue
Spokane, Washington

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. 1191

Name of Timber Purchaser: Northwest Timber Company

Date of Contract: September 2, 1932

Amount of Bond: \$1,000.00

Effective Date of Release: July 26, 1936

Name of Surety: Glens Falls Indemnity Company

Yours very truly,

ATTEST: JUL 30 1936
EDWARD MCCLURE
State Land Commissioner

lw

cc: Northwest Timber Company
Libbe, Idaho

NAME AND ADDRESS
Northwest Timber Company
Gibbs, Idaho

TIMBER SALE (CONTRACTS)

1991

A

Sale Date 9/2/52

Cont. No.

Amount: \$12,667.50

Fund: F S

Percent: 100%

DATE	NUMBER	CURRENT ENTRIES				DISTRIBUTION OF (CONTACT BALANCE BY FUNDS	ACCOUNT BALANCES				PROOF	
		CHARGED	PAID	INTEREST	PRINCIPAL		TOTAL PRINCIPAL	STUMPSAGE	SCALING	BALANCE		
NOV 18 53						7,480.50	7,480.50	4,987.00	108.80	2,394.70	.00	
JUN 9 54	51,388	.00	1,867.50		1,867.50	5,613.00	5,613.00	4,854.50	108.80	1,350.30	.00	
JUN 11 54	51,462	.00	252.00		252.00	5,361.00	5,361.00	7,106.50	108.80	1,854.30	.00	
JUN 26 54	319	.00	20.76	20.76	20.76	5,340.24	5,340.24	7,127.26	108.80	1,895.82	.00	
JUN 26 54	319	.00	2.46	2.46	2.46	5,337.78	5,337.78	7,129.72	108.80	1,900.29	.00	
JUN 26 54	319	.00	2.46	2.46	2.46	2,649.78	2,649.78	9,817.72	108.80	2,278.74	.00	
JUN 28 54	51,664	.00	2,688.00		2,688.00	2,633.66	2,633.66	9,833.84	108.80	7,308.98	.00	
JUN 28 54	321	.00	16.12	16.12	16.12	2,633.66	2,633.66	8,774.09	23.79	4,164.22	.00	
JUN 28 54	1	1,144.76	.00			2,633.66	2,633.66	7,397.41	86.31	4,677.44	.00	
JUN 5 54	2	1,486.73	.00			4,436.66	4,436.66	9,587.41	86.31	9,057.44	.00	
JUN 13 54	51,794	.00	2,190.00		2,190.00	4,436.66	4,436.66	8,218.20	185.42	7,589.12	.00	
JUN 13 54	3	1,468.32	.00			786.74	786.74	9,448.20	185.42	1,004.912	.00	
JUN 31 54	51,898	.00	1,230.00		1,230.00	794.65	794.65	9,456.51	185.42	1,006.574	.00	
JUN 31 54	322	.00	6.81	6.81	6.81	794.65	794.65	9,936.19	397.06	7,333.78	.00	
JUN 31 54	4	2,731.96	.00			.00	.00	6,936.19	397.06	6,539.13	.00	
JUN 31 54	94	.00	.00			.00	.00	6,936.19	397.06	6,539.13	.00	
JUN 31 54	5	189.45	.00			.00	.00	6,761.45	411.77	6,349.68	.00	
JUN 31 54	6	1,066.20	.00			.00	.00	5,762.52	479.04	5,283.48	.00	
JUN 20 54	7	575.79	.00			.00	.00	5,228.02	520.33	4,707.69	.00	
JUN 21 54	7	575.79	.00			.00	.00	4,658.14	527.06	4,331.08	.00	
JUN 19 55	8	376.61	.00			.00	.00	4,213.65	581.89	3,631.76	.00	
AUG 23 55	9	699.32	.00			.00	.00	3,321.16	652.53	2,668.63	.00	
SEP 8 55	10	963.13	.00			.00	.00	2,711.64	713.53	1,998.11	.00	
SEP 21 55	11	670.52	.00			.00	.00	2,215.07	754.86	1,462.21	.00	
SEP 30 55	12	537.90	.00			.00	.00	2,215.07	.00	2,215.07	.00	
SEP 29 56	56,214	.00	754.86			.00	.00	2,215.07	.00	2,215.07	.00	
SEP 14 56	442	2,215.07	.00			2,215.07	2,215.07	.00	.00	2,215.07	.00	
SEP 30 56	119	.00	.00			.00	.00	.00	.00	.00	.00	

UNPAID
TRAGED

ATTED
W. NEIDER
PERSON

The Grantor, Northwest Timber Company, a corporation organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Idaho, of Coeur d'Alene, County of Kootenai, State of Idaho, for and in consideration of One (\$1.00) Dollar in hand paid, does hereby quit claim unto the State of Idaho all right, title, interest, and equity which it may have in and to the following real property, described: in the County of Kootenai, State of Idaho, to-wit:

Quarter (SW), and the Southwest quarter of the Southeast Quarter (SW, SE) Section Sixteen (16) Township Forty-nine (49) North, Range Five (5) West of the Boise Meridian, Idaho.

Arising under that certain State of Idaho Timber Sale Certificate and Contract No. 1191, dated September 2, 1952.

IN TESTIMONY WHEREOF, said corporation has caused its name to be signed hereto and its corporate seal to be affixed this 30 day of December, 1955.



NORTHWEST TIMBER COMPANY,
a corporation

President

(Affix Corporate Seal)

COUNTY OF Kootenai
STATE OF Idaho

On this 30 day of December, A. D. 1955, before me a Notary Public in and for the above named County and State, personally

appeared L.V. Brown and R.M. Rosenberry to me known to be the President and Secretary of said 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.

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

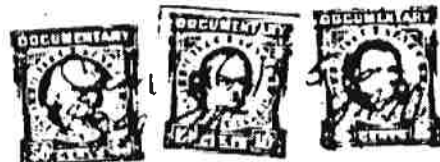
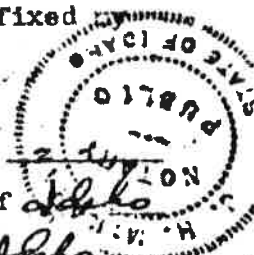


J. H. McKahan

Notary Public for the State of Idaho

Residing at Coeur d'Alene Idaho

My commission Expires Sept. 11, 1956



Filed and recorded at the request of

at 4:56 o'clock P. M., this

JAMES D. RIGGS

Ex-Officio Auditor-Recorder
Kootenai County, Idaho

By:

Deputy

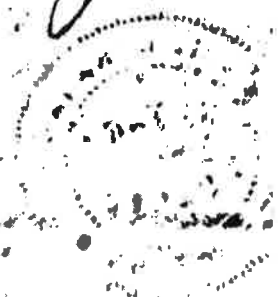
Wagland Lumber Co.

26

26 d. 9 of *January*, 19*56*

Carolyn Hanning

Fee \$1.00



1
1
1
1

PM 477

2/1/56

7/1/56

1/1/56

1/1

19 5 5

10

100

10

240

Northwest Timber Co. Inc.
Box 630
Everett, Wash.

11/1

Generally good, some cable marks, excessive low cut logs

None Count

See selective districts

UP	DOWN	WASH	CD
112,130	71,130	116,160	1,740
226,140	141,000	266,000	0,000
-112,70	-120,70	+01,700	+1,040

White fir, hemlock, Douglas fir, & spruce

... have severe defective timber with heavy ground cover of brush. ... have adequate to good stocking of logs to small saw log size in overstory ... with saw log size understory. 2-70, R-

... will be extremely slow in becoming ... in areas of heavy brush cover. ... 10 to 20 years, poorly stocked. ... badly eroded in places. ... been from ditched in places.

... and burn concentrations.

... 10 to 60 years.

Cancell.

1/3/ J. Mitchell & J. J. Gillet

A. Earl R. ...

A. EARL R. ...

MEMO TO THE BOARD

Timber Sale Application No. 663

Applicants: The Idaho Match Company, Box 272, Coeur d'Alene, Idaho
 Description: 1/4 Sec. 1, 2nd and 3rd 2nd of Sec. 14, Twp. 19 N., Rgn. 5 W.
 Area: 200 Acres
 County: Bontemo
 Fund: Public School
 Estimates:

White Pine	225 M @ \$27.00	\$ 6,075.00
Douglas Fir and Larch	870 M @ \$ 6.00	5,220.00
White Fir and Hemlock	765 M @ \$ 1.00	1,060.00
Totals	1,860 M	\$12,355.00

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

Cruise of this timber was made in 1933 by Frank Mallory. Copy of the cruise is in Boise. The timber is located on the head of Rice Creek about 10 miles west of Coeur d'Alene. This section was burned over in 1910 and the timber left is mature and is very scattered along creek bottom. Considerable road building will be needed and the ground is very steep and rocky in places. The reproduction is good.

I recommend sale at the above prices, and on an actual log scale basis. Minimum cutting diameters to be 17" DBH for White Pine and 14" DBH for Mixed. No marking is necessary. In addition to the above prices a charge of 40¢ per M should be made for scaling.

Purchaser to have 5 years in which to remove the timber and to furnish a surety bond in the amount of \$3,000.00.

Remarks of Roger L. Gurnsey, State Forester:

I concur in the recommendation of J. L. Beaudoin

JLB:lr
 6-10-52
 Approved

For Investment Timber Company

COUNTY: **Footenai**

LAND DESCRIPTION					WHITE PINE		
SUBD	SEC	TWP	RGE	ACRES	VOLUME	PRICE PER AC	AMOUNT
NW 1/4	16	19 N.	5 W.	40		27.50	
SW 1/4				40	20		550.00
NE 1/4				40			
NW 1/4				40	25		687.50
SW 1/4				40	30		840.00
SE 1/4				40	14.0		1,850.00
SW 1/4				40	10		275.00
Totals				280	25		\$6,187.50

TIMBER ESTIMATE

MADE BY

J. K. Beaudoin

STATE LAND AGENT

YELLOW PINE			DOUGLAS FIR-Larch			White Fir and Hemlock		
VOLUME M	PRICE PER M	AMOUNT	VOLUME M	PRICE PER M	AMOUNT	VOLUME M	PRICE PER M	AMOUNT
			40	6.00	240.00		2.00	
			130		1,080.00	45		180.00
			70		420.00			
			130		780.00	100		500.00
			75		1,620.00	130		180.00
			105		630.00			
			70		420.00			
			870		5,220.00	265		1,060.00
CAPITULATION								
White Pine			225 M @ \$27.50			\$6,187.50		
Douglas Fir and Larch			870 M @ \$6.00			5,220.00		
White Fir and Hemlock			265 M @ \$4.00			1,060.00		
Totals			1,360 M			\$12,467.50		

Abstract

5

\$3,000.00

ACTUAL SCALE : II

**TOTAL
PRICE**