

Idaho Department of Lands

CSRBA Claim Evidence

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95-17032

STATE FORESTRY OFFICE

Geo. Straughan Sale of October 16, 1938
Distribution by 40's

Section 27, Township 32 North, Range 5 West.

Subdivisions	M. Douglas Fir	M. Cedar	M. White Fir	Cedar Poles	Value @ 1M All species \$1 per pole
NENE	40	10	5	30	85.00
NWNE	40	15	5	40	100.00
SWNE	80	—	40	100	180.00
SENE	75	—	30	100	205.00
NENW	30	—	20	45	95.00
NWNW	30	—	—	25	55.00
SWNW	20	—	—	—	20.00
SENW	115	10	65	200	390.00
NESW	130	10	45	140	325.00
NWESW	20	—	—	—	—
SESW	80	5	35	80	140.00
SESW	90	10	45	180	305.00
	890 M	80 M	190 M	890	\$1,930.00

Appraisal Fee 480 Acres @ 20¢ \$96.00

STATE OF IDAHO
CONTRACT FOR SALE OF TIMBER

NO. 543

THIS CONTRACT AND AGREEMENT MADE AND ENTERED INTO this 16th day of October, 1939, 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 George Strangham of Coeur d'Alene, Idaho, an individual, 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 hereinafter described, and the purchaser above named has made the highest bid therefor in the sum of One Thousand Three Hundred Fifty and No/100 Dollars (\$1,350.00);

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

HENCE, 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 Douglas Fir, Larch, Hemlock, White Fir, Cedar Logs and Cedar Poles, all over twelve (12) inches in diameter, all measurements 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 $\frac{1}{4}$	27	52 N.	6 W.
SW $\frac{1}{4}$	27	52 N.	6 W.

All White Pine over sixteen (16) inches in diameter may be removed from the above described land at the option of the purchaser during the life of this contract by paying in advance of cutting of said White Pine the sum of One Thousand Two Hundred Ninety-five and No/100 Dollars (\$1,295.00). All Yellow Pine on the above described land over eighteen (18) inches in diameter may be removed at the option of the purchaser during the life of this contract by paying in advance of cutting of said Yellow Pine the sum of One Thousand Three Hundred Fifty and No/100 Dollars (\$1,350.00), all measurements of said White and Yellow Pine to be taken outside the bark eighteen (18) inches above the ground.

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 Pole 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 three (3) years from the date of this agreement, and that at the end of said three (3) 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 three (3) 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 Five Hundred and No/100 Dollars (\$500.00) 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 84-403, Idaho Code Annotated, as amended by Chapter 6, Idaho Session Laws of 1938, 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.

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 [Signature]
Governor of the State of Idaho

[Signature]
President of the State Board of
Land Commissioners

[Signature]
State Land Commissioner of the State
of Idaho

ATTEST:

[Signature]
Secretary of State of the State of Idaho

[Signature]
Party of the Second Part

STATE OF IDAHO

County of Latah

ss.

On this 15 day of March, 1930, before me,
John H. [unclear], a Notary Public in and for the
State of Idaho, personally appeared George Stroughan, known to me to
be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Witness my hand and seal the day and year first above written.

(REAL)

John H. [unclear]
Notary Public for Idaho
Residing at [unclear]

February 7, 1945

Mr. Sam Dehnert
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. 543
Name of Timber Purchaser: George Straughan
Date of Contract: October 16, 1939
Amount of Bond: \$500.00
Effective Date of Release: January 11, 1945
Name of Surety: Fidelity & Casualty Co. of New York

Yours very truly,

State Land Commissioner

mh/vb

cc: George Straughan

State of Idaho **EXPAND SALE CERTIFICATE**

No. 20668

THIS IS TO CERTIFY, That on the 16th day of October, 1939, the State of Idaho sold unto Geo. Strong, Coeur D'Alene, Idaho upon terms and conditions hereinafter set forth, the following described State **Indemnity School** timber land, lying, situate and being in the County of **Kootenai**, State of Idaho: **W. 1/2 Sec. 27, Twp. 52 North, Rg. 5 East B. M., containing 480 Acres. Consideration Nineteen hundred thirty and no/100 (\$ 1930.00)** Dollars, the receipt whereof is hereby acknowledged and the date of four percent per annum, payable in advance on the first day of January, of each year, as shown below with to-wit:

RECORD OF ASSIGNMENTS		WHEN DUE		PRINCIPAL	INTEREST	BALANCE	PAYMENTS INDORSED AS FOLLOWS	
ASSIGNMENT	DATE						AMT. PAID	RECEIPT NO.
		Oct. 16, 1939		1930 00	00	00	1930 00	3542
								10-16-39

The State reserves the right to all coal, oil, gas, phosphate, sodium and other mineral deposits contained in this land as required by Chapter 86 of the 1923 Session Laws. No prescriptive right shall be acquired to any water appurtenant to this land through use of it or water upon any other land during the life of this contract.

IN WITNESS WHEREOF, The State Board of Land Commissioners of the State of Idaho has caused these presents to be executed in duplicate by its President, the Governor of the State of Idaho, and countersigned by its Commissioner this 16th day of November, 1939

State Board of Land Commissioners of the State of Idaho
 By *Geo. H. Hulse*
 President of the State Board of Land Commissioners,
 and Governor of the State of Idaho.

Countersigned:
W. A. R. Hulse
 Secretary of State of Idaho.

Countersigned:
W. A. R. Hulse
 State Land Commissioner.

State of Idaho, County of Ada, ss.
 On this 16th day of November, 1939, in the year 1939, before me, a Notary Public in and for said State, personally appeared **C. A. Botsford**, known to me to be the President of the State Board of Land Commissioners of the State of Idaho, and the Governor of the State of Idaho, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho, and the 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.
W. A. R. Hulse
 Notary Public, residing at Boise, Idaho.

Timber Contract No. 543