

Werner, Linda

From: Michele Andersen <manderson@idl.idaho.gov>
Sent: Friday, January 31, 2020 12:03 PM
To: Werner, Linda
Cc: Chapple Knowlton, Shantel
Subject: IDL basin 95 claim evidence and POU's
Attachments: TS00000336.pdf; TS00000337.pdf; TS00000643.pdf; TS00000835.pdf; TS00000282.pdf; CSRBA-Claim-Form 95-17028 amended.pdf; CSRBA-Claim-Form 95-17035 amended.pdf; CSRBA-claim-form 95-17033 amended.pdf; CSRBA-Claim-Form 95-17032 amended.pdf; CSRBA-Claim-Form 95-17022 amended.pdf; CSRBA-Claim-Form 95-17021 amended.pdf; CSRBA-Claim-Form 95-17020 amended.pdf

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JAN 31 2020

IDWR / NORTH

Linda-

I have attached the additional evidence necessary for IDL's basin 95 claims. The table below indicates the attached evidence files that support the corresponding claims. I have also attached claim forms which represent our final POU's based on the conversation you and I had at our last meeting. Please let me know if you have any questions or would like to discuss further.

Thank you

claim #	DLR Activity Report	.pdf file name
95-17035	TIMBER SALE. Instrument No: 282. Remarks: Bert R. West, Lumber Co. - Expired 7-21-1926	TS00000282
95-17032	Post Falls Lumber Co. - Cancelled 11-15-1948 . Instrument No: 643	TS00000643
95-17032	E. C. Wert - Cancelled 5-11-1953 . Instrument Number : 336	TS00000336
95-17032	E. C. Wert - Cancelled 5-11-1953 . Instrument Number : 337	TS00000337
95-17020	Post Falls Lumber Co. - Cancelled 11-21-1949 . Instrument Number: 835	TS00000835

Michele Andersen

Technical Services Bureau Chief
Idaho Department of Lands
CDA-Staff Office
208.666.8662
mandersen@idl.idaho.gov

SCANNED

FEB 04 2020

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JAN 31 2020

Form No.42-1409-1 (Internet 5/17)

IDWR / NORTH

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE COEUR D'ALENE-SPOKANE RIVER
BASIN WATER SYSTEM

CIVIL CASE NUMBER: 49576

Claim ID: 95-17032

Date Received: _____

Receipt No: _____

Claim Fee: _____ By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of claimant(s) State of Idaho Department of Lands Phone (208) 769-1525
Mailing address Statehouse Boise ID Zip 83720
Street or Box City State
Email address (optional) mandersen@idl.idaho.gov
2. Date of priority: (Only one per claim) 02/25/1945 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water () or Other (✓) (a) Unnamed Stream
which is tributary to (b) Nelson Canyon Creek
4. a. Location of point of diversion is: Township 52N, Range 05W, Section 27,
SW 1/4 of SW 1/4, Govt. Lot , BM, County of Kootenai
Parcel no. _____
Additional points of diversion, if any: _____
If available, GPS Coordinates _____
b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Fire Protection purposes from 1/1 to 12/31 amount 0.2 or _____

For Industrial purposes from 1/1 to 12/31 amount 0.2 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.2 (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
52N	05W	27	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF					
52N	05W	22			IF						IF		IF	IF			IF		
52N	05W	15								IF									
52N	05W	16	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	
52N	05W	10																	
52N	05W	17				IF									IF			IF	

Parcel no(s). _____ Total number of acres irrigated _____

10. In which county(ies) are lands listed above as place of use located? Kootenai

11. Do you own the property listed above as place of use? Yes (☒) No (☐)
If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (☐)

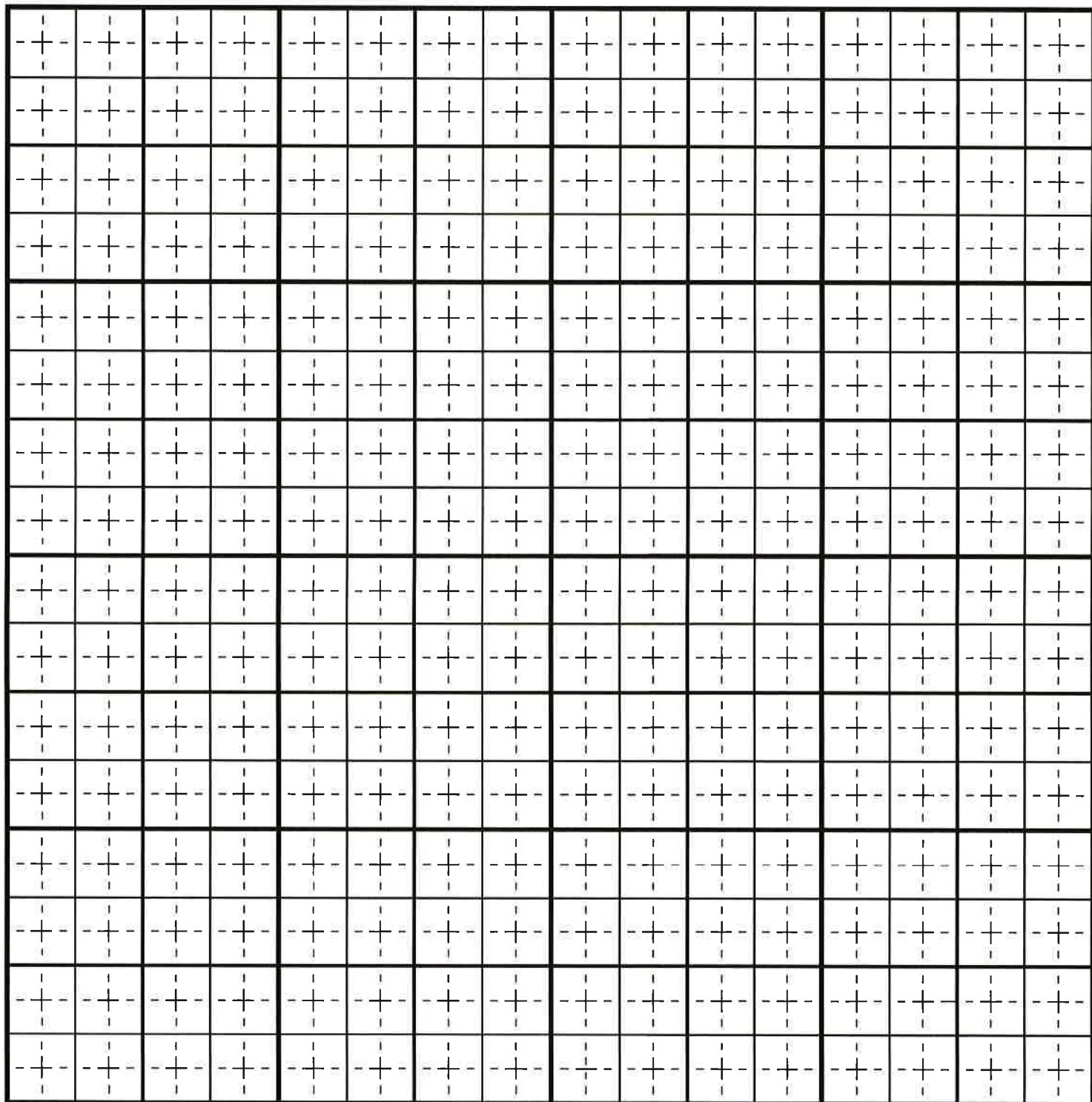
13. Remarks (Include an explanation of the priority date selected):

IDL digital land records report that the first timber sales in this area date back to 1945. This is when the first industrial and fire protection use occurred.

Name of claimant(s) State of Idaho Department of Lands Claim ID _____

Map of Project: Attach aerial photograph or topographic map showing clearly the point of diversion, place of use, section number, township, and range number, unless unavailable. Otherwise sketch the elements above on the grid below.

Scale: 2 inches equals 1 mile



Name of claimant(s) State of Idaho Department of Lands Claim ID

14. Basis of claim (Check one) Beneficial Use (☒) Posted Notice (☐) License (☐) Permit (☐) Decree (☐)

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 95-17032

15. **Signature(s)**

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Coeur d'Alene-Spokane River Basin Water System Adjudication."

(b.) I/We do (☐) do not (☐) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 3

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

_____ of _____
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent Michele Andersen

16. **Notice of Appearance:**

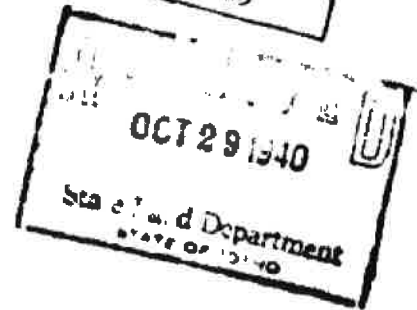
Notice is hereby given that I, (please print) _____, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) State of Idaho Department of Lands Claim ID _____

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JAN 31 2020
IDWR / NORTH



TIDBER CONTRACT NO. 136

~~Transferred to Long Lake Lumber Co. by Board order Aug 28, 1940~~
Transferred to Long Lake Lumber Co. by Board order Aug 28, 1940
Kootenai County

Beginning July 30, 1927
Expiring July 30, 1927
Ext. to July 30, 1928
1929

T.C.O. 18963

650A extended to July 30, 1940 R-5320 } by Board order 7-24-40
650A " to July 30, 1941 R-5645 " " 7-28-40

STATE OF IDAHO

CONTRACT FOR SALE OF TIMBER

No. 856.

THIS CONTRACT AND AGREEMENT MADE AND ENTERED into this 30th day of July, 1927, by and between the State of Idaho, party of the first part, hereinafter referred to as the State, and the Panhandle Lumber Company of Spirit Lake, Idaho, party of the second part, hereinafter referred to as the purchaser, WITNESSETH:

That, whereas, pursuant to due and legal notice and lawful hearing and in full compliance with each and all provisions of Chapter 131 of the Compiled Statutes of the State of Idaho, and of the other laws of the State of Idaho pertaining 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 Thirty-Eight Thousand Seventy-Five Dollars and No Cents, (\$38,075.00); and

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

NOW, THEREFORE, in consideration of the acceptance of the bid of the purchaser in the sum of Thirty-Eight Thousand Seventy-Five Dollars and No Cents, (\$38,075.00), which includes all payments herein to be made by the purchaser to the State as herein specified, 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 the timber hereinafter described, standing, growing or being upon the following described lands in the County of Kootenai, State of Idaho, to-wit:

<u>SUBDIVISION</u>	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>PURCHASE PRICE</u>
NE-NE	16	52 N	5 W	\$ 1,995.00
NW-NE	"	"	"	1,890.00
SW-NE	"	"	"	3,645.00
SE-NE	"	"	"	2,865.00
NE-NW	"	"	"	3,845.00
NW	"	"	"	4,385.00
SW	"	"	"	3,060.00
SE	"	"	"	2,785.00
SE-N	"	"	"	1,845.00
NE-SW	"	"	"	980.00
NW-SW	"	"	"	665.00
SW-SW	"	"	"	240.00
SE-SW	"	"	"	1,320.00
NE-S	"	"	"	2,050.00
NW-S	"	"	"	235.00
SW-S	"	"	"	

<u>Subdivision</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Purchase Price</u>
NE $\frac{1}{4}$ NE $\frac{1}{4}$	17	52 N	8 W	\$ 955.00
SE $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	1,395.00
NE $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	1,860.00
SE $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	2,060.00

The timber herein sold and conveyed includes all the timber lying, standing or being on ground, except pine timber under fourteen (14) inches in diameter, and cedar under twelve (12) inches in diameter, each measurement being outside the bark eighteen inches above the ground.

It is expressly understood and agreed between the parties hereto, that if any tree other than those described above is destroyed or damaged by the purchaser, its agents, or employees or subcontractors, the purchaser agrees to pay to the State of Idaho the sum of Twelve Dollars (\$12.00) per thousand feet board measure for all white pine timber and Six Dollars (\$6.00) per thousand feet board measure for all yellow pine timber, and in general proportion to the market value in this district for any other timber so destroyed or damaged.

The said purchaser agrees to pay for said timber the sum of Thirty-Eight Thousand Seventy-Five Dollars and No Cents, (\$38,075.00), which payments shall be made as follows:

Twenty per cent (20%) of the entire purchase price of said timber to be paid in cash at the time of sale, receipt of which is hereby acknowledged; the balance of said purchase price to be paid in eight (8) equal payments or instalments, with annual interest payable in advance on deferred payments at the rate of six per cent (6%) per annum; the first annual instalment to become due one year from the date of sale and each succeeding annual payment, and the advance annual interest on deferred payments, to be payable each year thereafter until all deferred payments are paid; the purchaser shall always have the right to make full payment with accrued interest at any time.

It is expressly agreed between the parties hereto that at any time the purchaser desires to cut timber from any legal subdivision it will at least thirty days prior to the time of entering upon said cutting, give notice thereof in writing to the State Land Commissioner of the State of Idaho, of its intention to do so, and prior to the entering upon the cutting or removing of any timber from such legal subdivision will pay to the State of Idaho, through the State Land Commissioner, the full unpaid price of the timber to be removed or cut under the terms of this contract from such legal subdivision. The right to remove timber under the terms of this agreement does not accrue until the State Land Commissioner of the State of Idaho, under authority of the State Board of Land Commissioners shall issue a permit for cutting on said particular subdivision; as many legal subdivisions may be designated at one time as the purchaser may desire to use for a particular period of time.

It is expressly agreed between the parties, that, after receiving such permit, the purchaser shall have the full right to go upon any of said lands herein described, upon which full payment has been made, 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 there under must be cut and removed from the above described lands within ten (10) years from date of this agreement and that at the end of said ten (10) 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 said lands or to remove any timber or trees therefrom shall without notice cease and terminate at the end of said ten year period from the date of this contract.

It is expressly understood and agreed between the parties hereto that the said purchaser shall take care of and be responsible for the entire protection of all the timber on the tracts included in this contract, 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 said 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 all the timber purchased on said above described lands by the party of the second part hereto, under the direction of the State Board of Land Commissioners through their duly appointed agent, and in full compliance with the requirements of all the fire laws of the State of Idaho now enacted; provided, however, it is expressly agreed between the parties hereto that no broadcast burning shall be done by the party of the second part, its agents, servants, employees or subcontractors, and that no broadcast burning of such slashings, limbs, tops, brush, debris and other waste material will be permitted to be done by the party of the second part in the disposal of any of the slashings, limbs, tops, brush, debris and other waste material on any of the lands described in this agreement, but all such slashings, limbs, tops, brush, debris and other waste material incident to the cutting and removing of such timber shall be piled and burned in such manner as will not destroy or injure the timber not included in this sale, or the young or growing trees on such lands. In the event that any slashings, limbs, tops, brush, debris or other waste material incident to the cutting and removing of such timber, remain on the ground for a period of more than one year, the State, through its proper agents shall cause all such slashings, limbs, tops, brush, debris or other waste material to be properly disposed of by piling and burning; and the cost of such slash disposal plus a ten per cent (10%) penalty shall be paid by the purchaser, its successors or assigns.

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 injury or damage is occasioned to the State of Idaho, by reason of such failure to so comply, the said party of the second part agrees to pay the State of Idaho such damages as it may sustain by reason of such failure to so comply with the terms of this agreement relative to said disposal of said slashings, limbs, tops, brush, debris and other waste material; it is expressly agreed that if the amount of such damage, in the event any damage is done thereby, cannot be agreed between the parties hereto the same shall be submitted to arbitration; the party of the first part appointing

one arbitrator; the party of the second part appointing one arbitrator, the said two arbitrators to choose a third arbitrator, which three arbitrators so appointed shall determine the amount of damage so done to the State of Idaho, which so determined amount shall be accepted as final and binding by each of the parties hereto.

The purchaser herein agrees that prior to the cutting and removing of any timber or trees under this contract, it will file with the State Board of Land Commissioners of the State of Idaho, a good and sufficient surety bond in the principal sum of four Thousand Dollars and No Cents, (\$4,000.00), in favor of the State of Idaho, executed by such sureties as are approved by the State Board of Land Commissioners conditioned, that the said purchaser herein named will fully and faithfully 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 named surety bond is a part of this contract, and any failure on the part of the purchaser to furnish the said bond before starting to cut any of the timber covered by this contract, or any failure on the part of the purchaser to keep the bond in full force thereafter, will automatically cancel the contract without further notice.

This agreement shall be binding upon the parties hereto, their heirs, 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.

ATTEST:

Fred E. Lyons
Secretary of State of the
State of Idaho.

STATE OF IDAHO
Party of the First part.

By H. L. Baldridge
Governor of the State of Idaho.

John J. ...
State Land Commissioner of the
State of Idaho.

The Panhandle Lumber Company
Party of the Second part.

By John ...
Its ...

STATE OF IDAHO

COUNTY OF Kootenai

ss.

On this 19 day of Sept, 1927, before
me J. B. Mason, a Notary Public in and for the
State of Idaho, personally appeared John Dineen
known to me to be the Vice Pres of the Panhandle
Lumber Company, and acknowledged to me that he executed
the within instrument in behalf of the said company.

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

J. B. Mason
Notary Public for the State
of Idaho, residing at
Spokane, Idaho

6

Order Contract No. 336

Paulsen & Co.

Rockwell County -

July 30-1927

expired July 30, 1937

End to July 30, 1938

Page 18169

46
TIMBER CONTRACT NO. 336

R. C. REPT
SPOKANE, WASHINGTON

July 30, 1927
BEGINNING ~~SEPTEMBER 24, 1940~~
EXPIRING SEPTEMBER 24, 1941

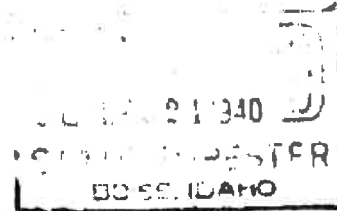
Extended to *July 20, 1942 - Based under 8-26-41 R# 14428*
" " 1943 " " 7-28-42 *3680.00*
" " 1944 " " 7-27-43 *3680.00*
" " 1945 " " 7-19-44
" " 1946 " " 7-16-45
" " 1947 " " 7-17-46
" " 1948 " " 8-21-47
" " 1949 " " 8-11-48
" " 1950 " " 8-6-49

Aug. 11, 1950 Appl. for further extension
denied as contract is more than
two years old.

STATE OF IDAHO

CONTRACT FOR SALE OF TIMBER

NO. 336



THIS CONTRACT AND AGREEMENT MADE AND ENTERED into this 21st day of September, 1940, by and between the State of Idaho, party of the first part, hereinafter referred to as the State, and E. C. Bert of Spokane, Washington, party of the second part, hereinafter referred to as the purchaser, WITNESSETH:

That, whereas, pursuant to due and legal notice and lawful hearing and in full compliance with each and all provisions of Chapter 131 of the Compiled Statutes of the State of Idaho, and of the other laws of the State of Idaho pertaining 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 Thirty-Eight Thousand Seventy-Five Dollars and No Cents, (\$38,075.00); and

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

NOW, THEREFORE, in consideration of the acceptance of the bid of the purchaser in the sum of Thirty-Eight Thousand Seventy-Five Dollars and No Cents, (\$38,075.00), which includes all payments herein to be made by the purchaser to the State as herein specified, 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 the timber hereinafter described, standing, growing or being upon the following described lands in the County of Kootenai, State of Idaho, to-wit:

<u>SUBDIVISION</u>	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>PURCHASE PRICE</u>
NE NE	16	52 N	5 W	\$ 1,995.00
NW NE	"	"	"	1,090.00
SW NE	"	"	"	3,645.00
SE NE	"	"	"	2,865.00
NE NW	"	"	"	3,845.00
NW NW	"	"	"	4,385.00
SW NW	"	"	"	3,060.00
SE NW	"	"	"	2,785.00
NE SW	"	"	"	1,845.00
NW SW	"	"	"	980.00
SW SW	"	"	"	665.00
SE SW	"	"	"	240.00
NE SE	"	"	"	1,340.00
NW SE	"	"	"	2,050.00
SW SE	"	"	"	235.00
NE NE	17	"	"	955.00
SE NE	"	"	"	1,395.00
NW SE	"	"	"	1,860.00
SE SE	"	"	"	2,060.00

600
160
760

The timber herein sold and conveyed includes all the timber lying, standing or being on ground, except pine timber under fourteen (14) inches in diameter, and cedar under twelve (12) inches in diameter, each measurement being outside the bark eighteen inches above the ground.

It is expressly understood and agreed between the parties hereto, that if any tree other than those described above is destroyed or damaged by the purchaser, its agents, or employees or subcontractors, the purchaser agrees to pay to the State of Idaho the sum of Twelve Dollars (\$12.00) per thousand feet board measure for all white pine timber and Six Dollars (\$6.00) per thousand feet board measure for all yellow pine timber, and in general proportion to the market value in this district for any other timber so destroyed or damaged.

The said purchaser agrees to pay for said timber the sum of Thirty-Eight Thousand Seven-Five Dollars and No Cents, (\$38,075.00), which payments shall be made as follows:

Twenty per cent (20%) of the entire purchase price of said timber to be paid in cash at the time of sale, receipt of which is hereby acknowledged; the balance of said purchase price to be paid in eight (8) equal payments or instalments, with annual interest payable in advance on deferred payments at the rate of six per cent (6%) per annum; the first annual instalment to become due one year from the date of sale and each succeeding annual payment, and the advance annual interest on deferred payments, to be payable each year thereafter until all deferred payments are paid; the purchaser shall always have the right to make full payment with accrued interest at any time.

It is expressly agreed between the parties hereto that at any time the purchaser desires to cut timber from any legal subdivision it will at least thirty days prior to the time of entering upon said cutting, give notice thereof in writing to the State Land Commissioner of the State of Idaho, of its intention to do so, and prior to the entering upon the cutting or removing of any timber from such legal subdivision will pay to the State of Idaho, through the State Land Commissioner, the full unpaid price of the timber to be removed or cut under the terms of this contract from such legal subdivision. The right to remove timber under the terms of this agreement does not accrue until the State Land Commissioner of the State of Idaho, under authority of the State Board of Land Commissioners shall issue a permit for cutting on said particular subdivision; as many legal subdivisions may be designated at one time as the purchaser may desire to use for a particular period of time.

It is expressly agreed between the parties, that, after receiving such permit, the purchaser shall have the full right to go upon any of said lands herein described, upon which full payment has been made, 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 there under must be cut and removed from the above described lands within one (1) year from July 30, 1940, and that at the end of said one (1) 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 said lands or to remove any timber or trees therefrom shall without notice cease and terminate at the end of said one (1) year period from July 30, 1940.

It is expressly understood and agreed between the parties hereto that the said purchaser shall take care of and be responsible for the entire protection of all the timber on the tracts included in this contract, 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 said 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 all the timber purchased on said above described lands by the party of the second part hereto, under the direction of the State Board of Land Commissioners through their duly appointed agent, and in full compliance with the requirements of all the fire laws of the State of Idaho now enacted; provided, however, it is expressly agreed between the parties hereto that no broadcast burning shall be done by the party of the second part, its agents, servants, employees or subcontractors, and that no broadcast burning of such slashings, limbs, tops, brush, debris and other waste material will be permitted to be done by the party of the second part in the disposal of any of the slashings, limbs, tops, brush, debris and other waste material on any of the lands described in this agreement, but all such slashings, limbs, tops, brush, debris and other waste material incident to the cutting and removing of such timber shall be piled and burned in such manner as will not destroy or injure the timber not included in this sale, or the young or growing trees on such lands. In the event that any slashings, limbs, tops, brush, debris or other waste material incident to the cutting and removing of such timber, remain on the ground for a period of more than one year, the State, through its proper agents, shall cause all such slashings, limbs, tops, brush, debris or other waste material to be properly disposed of by piling and burning; and the cost of such slash disposal plus a ten per cent (10%) penalty shall be paid by the purchaser, its successors or assigns.

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 injury or damage is occasioned to the State of Idaho, by reason of such failure to so comply, the said party of the second part agrees to pay the State of Idaho such damages as it may sustain by reason of such failure to so comply with the terms of this agreement relative to said disposal of said slashings, limbs, tops, brush, debris and other waste material; it is expressly agreed that if the amount of such damage, in the event any damage is done thereby, cannot be agreed between the parties hereto the same shall be submitted to arbitration; the party of the first part appointing one arbitrator; the party of the second part appointing one arbitrator, the said two arbitrators to choose a third arbitrator, which three arbitrators so appointed shall determine the amount of damage so done to the State of Idaho, which so determined amount shall be accepted as final and binding by each of the parties hereto.

The purchaser herein agrees that prior to the cutting and removing of any timber or trees under this contract, it will file with the State Board of Land Commissioners of the State of Idaho, a good and sufficient surety bond in the principal sum of Four Thousand Dollars and No Cents, (\$4,000.00), in favor of the State of Idaho, executed by such sureties as are approved by the State Board of Land Commissioners conditioned, that the said purchaser herein named will fully and faithfully 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 named surety bond is a part of this contract, and any failure on the part of the purchaser to furnish the said bond before starting to cut any of the timber covered by this contract, or any failure on the part of the purchaser to keep the bond in full force thereafter, will automatically cancel the contract without further notice.

This agreement shall be binding upon the parties hereto, their heirs, 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.

ATTEST:

Good
Secretary of State of the
State of Idaho.

By *James H. Clark*
Governor of the State of Idaho.

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

E. C. Wert

Party of the Second Part.

By *E. C. Wert*

STATE OF Washington } ss.
County of Spokane }

On this 5th day of Dec, 1960, before me, Nancy
M. Jameson, a Notary Public in and for the State of
Washington, personally appeared E. C. Wert, known to me to be the
person whose name is subscribed to the within instrument and acknowledged to
me that he executed the same.

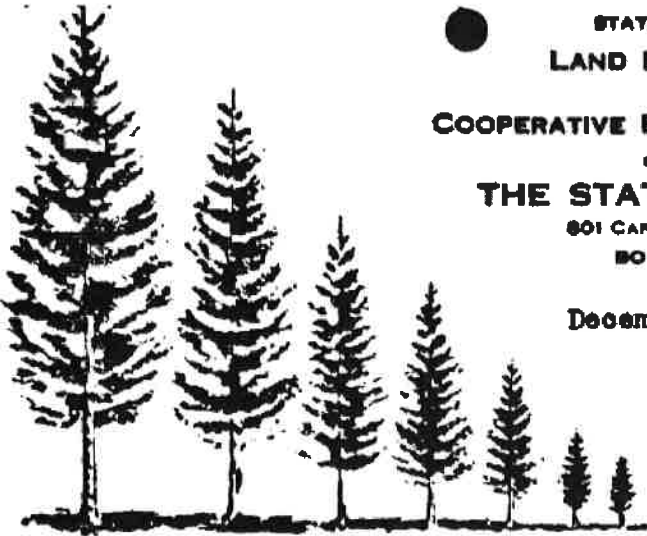
Witness my hand and seal the day and year first above written.

(SEAL)

Nancy M. Jameson
Notary Public for Wash., Residing
at Spokane, Wash.

STATE OF IDAHO
LAND DEPARTMENT
AND
COOPERATIVE BOARD OF FORESTRY
OFFICE OF
THE STATE FORESTER
801 CAPITOL BOULEVARD
BOISE, IDAHO

December 31, 1940



GREEN FORESTS MAKE THE
SCHOOL FUND GROW



BURNED TIMBER
PAYS NO TAXES

Honorable C. Van Clark
State Land Commissioner
Boise, Idaho

R. D.

Jan 29, 1941

Dear Mr. Clark: In re: Panhandle Lumber Co. Contract #336
Transfer to E. C. Wert

On August 28, 1940, the Land Board authorized the transfer from the Panhandle Lumber Company to the Long Lake Lumber Company of Contract #336. The transfer should have been made to Mr. E. C. Wert and it is recommended that the records be corrected so that the bond and contract executed by Mr. Wert will coincide with the language of the transfer authorized.

Very truly yours,

Franklin Girard
FRANKLIN GIRARD
State Forester

FG:ht
cc: Land Board

*See Panhandle Lumber Co.
contract #336*

STATE OF IDAHO
LAND DEPARTMENT
AND
COOPERATIVE BOARD OF FORESTRY

OFFICE OF
THE STATE FORESTER

801 CAPITOL BOULEVARD
BOISE, IDAHO

August 14, 1940

GREEN FORESTS MAKE THE
SCHOOL FUND GROW

Hon. C. Van Clark
State Land Commissioner
Boise, Idaho

Dear Mr. Clark: In re: Transfer of Panhandle Lumber Company
Contract #336 to Long Lake Lumber
Company; request for extension of
time by Long Lake Lumber Company

The Panhandle Lumber Company desires to transfer its contract
#336 to the Long Lake Lumber Company of Spokane, Washington,
who has purchased the timber on the area in question. It is
recommended that this transfer be approved.

The Long Lake Lumber Company requests an extension of time of
one year on the land covered by contract #336 and their check
for \$680.00 has been forwarded.

Very truly yours,

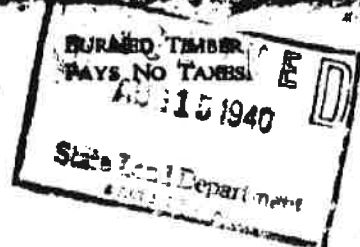
Franklin Girard

FRANKLIN GIRARD
State Forester

FG:er

-cc- (5)

*Approved -
Aug 28, 1940
Long Lake to purchase
sufficient survey for*



COOPERATIVE BOARD OF FORESTRY

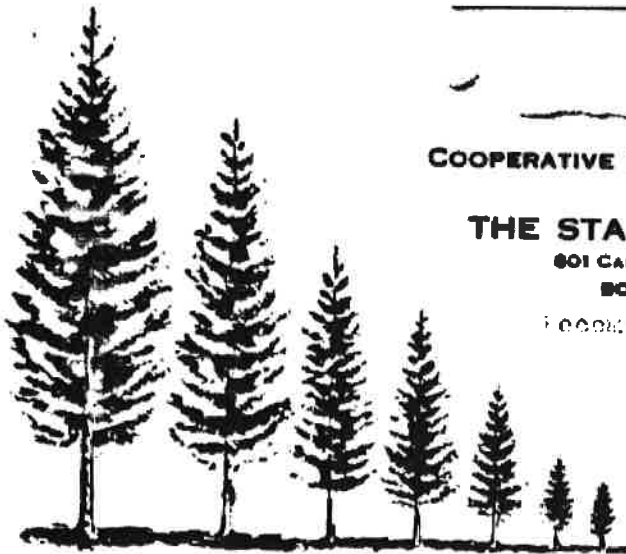
OFFICE OF

THE STATE FORESTER

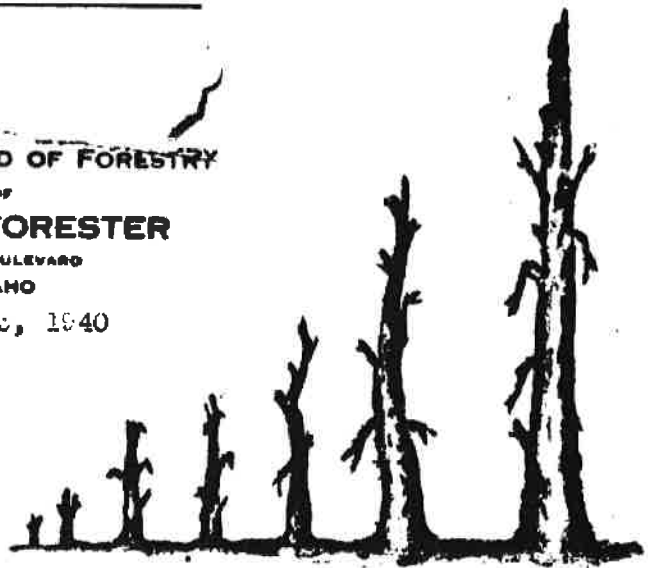
801 CAPITOL BOULEVARD

BOISE, IDAHO

December 18, 1940



GREEN FORESTS MAKE THE
SCHOOL FUND GROW



BURNED TIMBER
PAYS NO TAXES

Honorable C. Van Clark
State Land Commissioner
Boise, Idaho

Dear Mr. Clark: In re: E. C. Wert Contract #336, Trans-
ferred from Panhandle Lumber Company

Enclosed herewith are two copies of contract and bond
running to E. C. Wert of Spokane, Washington and covering
parts of Sec. 16, and 17, Twp. 32 N., Rte. 5 W.

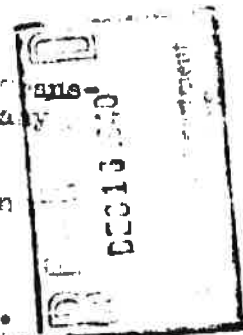
The transfer of the Panhandle Lumber Company contract
was approved by the land board to Long Lake Lumber Co.
and it later developed that E. C. Wert wished the contract
to be written in his own name.

When purchaser's copy has been executed by the proper
state officials, kindly return it through this office
in order that we may comply to our files.

Very truly yours,

Franklin Guad
State Forester

At
Boise.



State of Idaho

Department of Forestry

State Timber Sale # 336

Certificate of Clearance

No 5360

THIS CERTIFIES That inspection has been made of the slash incident to the
logging operations of E. G. Hunt

of 9/9 Long Lake Lumber Co., Spokane, Washington on the following described tracts or
parcels of Forest Land in Idaho, to-wit: All Section 14, Township 52 North,

Range 5 West, except SW 1/4.

SW 1/4 and NE 1/4, Section 17, Township 52 North, Range 5 West.

Containing _____ acres, more or less.

This slash was made in 20 year Timber Sale Contract _____ of 19 _____ and 19 _____.

This land is reputed to be owned by State of Idaho
of Boise, Idaho

THIS IS TO FURTHER CERTIFY, That,

(Licensing officer will strike out
items not applicable.)

1. The slash has been disposed of:

2. ~~Protection has been furnished in accordance with Section 88-100, Idaho Code, Annotated, as
amended Session Laws 1949.~~

3. ~~An agreement has been entered into with the State Forester under Section 88-101, Idaho Code
Annotated.~~

in accordance with the

rules and regulations of the State Cooperative Board of Forestry.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 3rd
day of April, 1952

THIS CERTIFICATE OF CLEARANCE will be
accepted by the State Cooperative Board of
Forestry, or any Executive Committee thereof
by the State Forester and his Deputy; and by
all Fire Wardens and their Deputies as prima
facie evidence of the facts stated; Provided
however, that this Certificate of Clearance may
be revoked, cancelled or disregarded by the
State Cooperative Board of Forestry for any
reason sufficient to said Board.

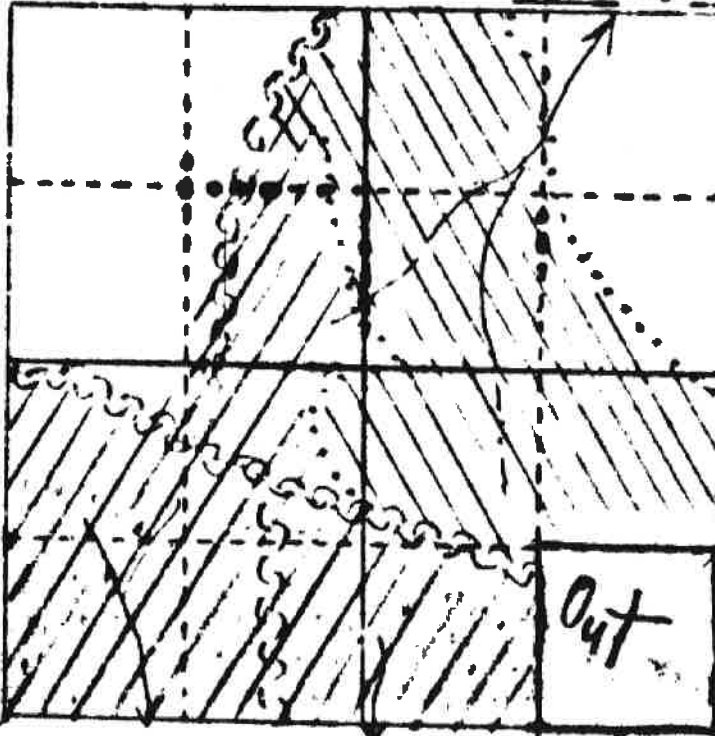
A. R. Trendle
A. R. TRENDLE, State Forest Warden

W. H. HESTER, Forest Protective
District of the State of Idaho.

STATE OF IDAHO - DEPARTMENT OF FORESTRY

Slash Inspection Report

Sec. 16 Twp. 2N Rge 5W Date June 22, 1942



Purchaser: E.C. West
 Contract No.: 536
 Duration of Contract: 9/24/40 - 9/24/41
 Extensions Granted: To 7/30/42

Timber Sold:

Method of Slash Disposal: Piling and burning

Results Obtained: Good

Type & Density of Residual Stands: Fair mixed

Damage to Residual Stands: Not excessive

Remarks: This plot is only approximate - as I did not find the corners. Brown indicates old logging (over 20 years), Green is recent logging and red dots show piling and burning completed.

Piling operations are following closely after scheduling. A considerable area in the past shown in green has been piled.

[Signature]
 Signature of Inspector

STATE OF IDAHO

State Board of Land Commissioners

BOISE, IDAHO

Inter-Departmental Correspondence

July 20, 1930

From: Roger L. Guernsey

To: Edward Woolley

Subject: SVA & Wash: Extension T. B. Contract # 335

Recently Long Lake Lumber Comp. has submitted the enclosed check in the amount of \$680.00 to cover extension on the above contract for another year.

I asked Mr. Beaudoin for his recommendation. He pointed out that the original contract was issued July 30, 1927, which means it has already run 23 years.

Sec. 55-414 1 CA limits time for cutting timber to twenty years and it is apparent that the three previous extensions were made in error. Therefore, it is my recommendation that the check be returned to Long Lake Lumber Company together with an order to cease cutting immediately. Possibly a pro rata share of the last extension fee could be refunded for the few remaining days until July 30, 1950, the date of expiration. However, it is my contention that the company has cut far more timber from the land than they were entitled to and such consideration is not rightfully due, even if legally so.

Encl.

MEMO TO THE LAND BOARD
Timber Contract Cancellation
TC #336

Re: E. C. Wert, Spokane, Washington
Area: 760 acres
County: Kootenai
Fund: Public School
Expiration: August 30, 1950

Remarks of
J. E. Beaudoin
State Land & Timber Agent:

A request for an extension on this contract was denied in August 1950 because the contract had run the 20 years allowed by law. Since that time we have been waiting for the purchaser to obtain a certificate of clearance. The certificate of clearance has been issued on the slash disposal and all other contractual requirements have been met, therefore I recommend the contract be cancelled and the bond released.

lw
5-5-53

Approved: 5-1-53

F2

RECEIVED
JAN 31 2020
IDWR / NORTH

#337

TIMBER CONTRACT NO. 557

PANHANDLE LUMBER COMPANY
Kootenai County

Beginning July 30, 1937
Ending July 30, 1938

Certificate 18964

Ext. to 7-57-54
55
56
57 on 54, 56-58-60
59
60

Cancelled by order of Board Dec 4, 1940

13735-16. 121 164

STATE OF IDAHO

CONTRACT FOR SALE OF TIMBER

No. 308

THIS CONTRACT AND AGREEMENT MADE AND ENTERED into this 30th day of July, 1927, by and between the State of Idaho, party of the first part, hereinafter referred to as the State, and the Panhandle Lumber Company of Spirit Lake, Idaho, party of the second part, hereinafter referred to as the purchaser, WITNESSETH:

That, whereas, pursuant to due and legal notice and lawful hearing and in full compliance with each and all provisions of Chapter 131 of the Compiled Statutes of the State of Idaho, and of the other laws of the State of Idaho pertaining 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 Six Thousand Four Hundred Eighty-Five Dollars and No Cents, (\$6,485.00); and

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

NOW, THEREFORE, in consideration of the acceptance of the bid of the purchaser in the sum of Six Thousand Four Hundred Eighty-Five Dollars and No Cents, (\$6,485.00), which includes all payments herein to be made by the purchaser to the State as herein specified, 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 the timber hereinafter described, standing, growing or being upon the following described lands in the County of Kootenai, State of Idaho, to-wit:

<u>SUBDIVISION</u>	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>PURCHASE PRICE</u>
NE $\frac{1}{4}$ SW $\frac{1}{4}$	36	53 N	6 W	\$ 1,020.00
NW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	2,880.00
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	465.00
SE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	2,120.00

The timber herein sold and conveyed includes all the timber lying, standing or being on ground, except pine timber under fourteen (14) inches in diameter, and cedar under twelve (12) inches in diameter, each measurement being outside the bark eighteen inches above the ground.

It is expressly understood and agreed between the parties hereto, that if any tree other than those described

above is destroyed or damaged by the purchaser, its agents, or employees or subcontractors, the purchaser agrees to pay to the State of Idaho the sum of Twelve Dollars (\$12.00) per thousand feet board measure for all white pine timber and Six Dollars (\$6.00) per thousand feet board measure for all yellow pine timber, and in general proportion to the market value in this district for any other timber so destroyed or damaged.

The said purchaser agrees to pay for said timber the sum of Six Thousand Four Hundred Eighty-Five Dollars and No Cents, (\$6,485.00), which payments shall be made as follows:

Twenty per cent (20%) of the entire purchase price of said timber to be paid in cash at the time of sale, receipt of which is hereby acknowledged; the balance of said purchase price to be paid in four (4) equal payments or instalments, with annual interest payable in advance on deferred payments at the rate of six per cent (6%) per annum; the first annual instalment to become due one year from the date of sale and each succeeding annual payment and the advance annual interest on deferred payments, to be payable each year thereafter until all deferred payments are paid; the purchaser shall always have the right to make full payment with accrued interest at any time.

It is expressly agreed between the parties hereto that at any time the purchaser desires to cut timber from any legal subdivision it will at least thirty days prior to the time of entering upon said cutting, give notice thereof in writing to the State Land Commissioner of the State of Idaho, of its intention to do so, and prior to the entering upon the cutting or removing of any timber from such legal subdivision will pay to the State of Idaho, through the State Land Commissioner, the full unpaid price of the timber to be removed or cut under the terms of this contract from such legal subdivision. The right to remove timber under the terms of this agreement does not accrue until the State Land Commissioner of the State of Idaho, under authority of the State Board of Land Commissioners shall issue a permit for cutting on said particular subdivision; as many legal subdivisions may be designated at one time as the purchaser may desire to use for a particular period of time.

It is expressly agreed between the parties, that, after receiving such permit, the purchaser shall have the full right to go upon any of said lands herein described, upon which full payment has been made, 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 thereunder must be cut and removed from the above described lands within five (5) years from date of this agreement and that at the end of said five (5) 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 said lands or to remove any timber or trees therefrom shall without notice cease and terminate at the end of said five year period from the date of this contract.

It is expressly understood and agreed between the parties hereto that the said purchaser shall take care of and

be responsible for the entire protection of all the timber on the tracts included in this contract, 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 said 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 all the timber purchased on said above described lands by the party of the second part hereto, under the direction of the State Board of Land Commissioners, through their duly appointed agent, and in full compliance with the requirements of all the fire laws of the State of Idaho now enacted; provided, however, it is expressly agreed between the parties hereto that no broadcast burning shall be done by the party of the second part, its agents, servants, employees or subcontractors, and that no broadcast burning of such slashings, limbs, tops, brush, debris and other waste material will be permitted to be done by the party of the second part in the disposal of any of the slashings, limbs, tops, brush, debris and other waste material on any of the lands described in this agreement, but all such slashings, limbs, tops, brush, debris and other waste material incident to the cutting and removing of such timber shall be piled and burned in such manner as will not destroy or injure the timber not included in this sale, or the young or growing trees on such lands. In the event that any slashings, limbs, tops, brush, debris or other waste material incident to the cutting and removing of such timber, remain on the ground for a period of more than one year, the State, through its proper agents shall cause all such slashings, limbs, tops, brush, debris or other waste material to be properly disposed of by piling and burning; and the cost of such slash disposal plus a ten per cent (10%) penalty shall be paid by the purchaser, its successors or assigns.

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 injury or damage is occasioned to the State of Idaho, by reason of such failure to so comply, the said party of the second part agrees to pay the State of Idaho such damages as it may sustain by reason of such failure to so comply with the terms of this agreement relative to said disposal of said slashings, limbs, tops, brush, debris and other waste material; it is expressly agreed that if the amount of such damage, in the event any damage is done thereby, cannot be agreed between the parties hereto the same shall be submitted to arbitration; the party of the first part appointing one arbitrator; the party of the second part appointing one arbitrator, the said two arbitrators to choose a third arbitrator, which three arbitrators so appointed shall determine the amount of damage so done to the State of Idaho, which so determined amount shall be accepted as final and binding by each of the parties hereto.

The purchaser herein agrees that prior to the cutting and removing of any timber or trees under this contract, it will file with the State Board of Land Commissioners of the State of Idaho, a good and sufficient surety bond in the principal sum of One Thousand Five Hundred Dollars and No Cents, (\$1,500.00), in favor of the State of Idaho, executed by such sureties as are

approved by the State Board of Land Commissioners conditioned, that the said purchaser herein named will fully and faithfully 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 named surety bond is a part of this contract, and any failure on the part of the purchaser to furnish the said bond before starting to cut any of the timber covered by this contract, or any failure on the part of the purchaser to keep the bond in full force thereafter, will automatically cancel the contract without further notice.

This agreement shall be binding upon the parties hereto, their heirs, 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.

ATTEST:

By H. C. Baldridge
Governor of the State of Idaho.

Fred E. Lawrence
Secretary of State of the
State of Idaho.

State Land Commissioner of the
State of Idaho.

The Panhandle Lumber Company
Party of the Second part.

By James Simpson
Its

STATE OF IDAHO

COUNTY OF Kootenai } ss.

On this 19 day of Sept., 1927, before
me J. E. Mason, a Notary Public in and for the
State of Idaho, personally appeared John O. Mackin
known to me to be the Vice-President of the Panhandle Lumber
Company, and acknowledged to me that he executed the
within instrument in behalf of the said company.

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

J. E. Mason
Notary Public for the
State of Idaho, residing at
Boise, Idaho

STATE OF IDAHO
LAND DEPARTMENT
AND
COOPERATIVE BOARD OF FORESTRY
OFFICE OF

THE STATE FORESTER

601 CAPITOL BOULEVARD

BOISE, IDAHO

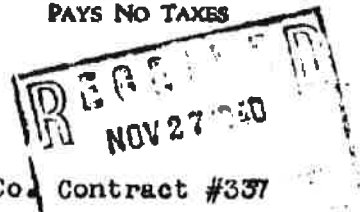
November 22, 1940



GREEN FORESTS MAKE THE
SCHOOL FUND GROW

BURNED TIMBER
PAYS NO TAXES

Hon. C. Van Clark
State Land Commissioner
Boise, Idaho



Dear Mr. Clark: In re: Panhandle Lumber Co. Contract #337

An examination has been made of the area covered by contract #337 and it has been found that all contractual requirements have been satisfactorily met. I therefore recommend that the contract be canceled and the bond in the amount of \$1,500.00 held in connection therewith be released.

Very truly yours,

Franklin Girard
FRANKLIN GIRARD
State Forester

ht
cc: Land Board

LAND SALE CERTIFICATE

THIS IS TO CERTIFY, That on the
Panhandle Lumber Company,
Section 36, Twp. 33 N
Dollars and No Cents-----
(\$ 1297.00) Dollars, the receipt whereof is hereby acknowledged
(\$ 1297.00) Dollars in annual installments with interest at
with-to-wit:

day of July 19 27, the State of Idaho sold unto _____, upon the terms and conditions hereinafter set forth, the following described property:

_____ State of Idaho

_____ A. Consideration \$17 Thousand Four Hundred Eighty Five Dollars to be paid as follows, to-wit: One Thousand Two Hundred Ninety Seven Dollars and Nineteen Cents, and the balance of Five Thousand One Hundred Eighty Eight Dollars and No Cents—\$5,188-23— at the rate of six per cent. per annum, payable in advances on the first day of January of each year, as shown here-

[illegible]

The State reserves the right to all coal, oil, oil shale, gas, phosphate, sodium and other mineral deposits contained in this land, as required by Chapter 96 of the 1923 Session Laws.

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 Commissioners this 11th day of September, 1909.

Missile Board of Land Commissioners of the State of Idaho

By H. C. Badger
President of the State Board of Land Commissioners,
and Governor of the State of Idaho

Countersigned:
and Governor of the State of Iowa

Secretary of the State of Idaho.

State Land Commissioner.

State of Idaho, Co 4 / Adm. ex.
On this 7th of September _____ in the year
19. before me, a Notary Public in and for said State, personally
appeared _____ known to me to be the President of the State Board of
Idaho, and the Governor of the State of Idaho, that said
said _____ acknowledged to me that he is 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.

Yeann L Anderson
Notary Public, residing at Boise, Idaho

Issued in connection with Timber Contract No. 357

* HW48W4 (Lot 3), SW49W4 (Lot 4) NE49S4. SE48W4.

PAID IN FULL -- Permit to Cut Issued August 4, 1951

Timber Contract No. 337

Packman's Timber Co.

Kootenai Co.

July 30, 1927.

Exp. July 30, 1932.

$\frac{7}{10}$

$\frac{8}{1}$

$\frac{1}{1927}$

T. S. C. No. 18964

Est. to 7-30-34

Est. to 7-30-35

Est. to 7-30-36

Est. to 7-30-37

Est. to 7-30-38

Est. to 7-30-39



STATE OF IDAHO
LAND DEPARTMENT
AND
COOPERATIVE BOARD OF FORESTRY
OFFICE OF

THE STATE FORESTER

801 CAPITOL BOULEVARD

BOISE, IDAHO

August 12, 1931

GREEN FORESTS MAKE THE
SCHOOL FUND GROW

BURNED TIMBER
PAYS NO TAXES

Honorable C. Van Clark
State Land Commissioner
Boise, Idaho

Dear Mr. Clark: In re: Post Falls Lumber and Mfg. Co. Timber
Application, Sec. 22, Twp. 52 N., Rge. 5 W.

The Post Falls Lumber and Manufacturing Company of Post Falls,
Idaho, has made application to purchase the white Pine, yellow Pine,
Douglas Fir, cedar saw timber, white fir, and cedar poles on the
NE 1/4 SW 1/4, SW 1/4, SE 1/4, S 1/2, and SW 1/4 Sec. 22, Twp. 52 N., Rge. 5 W.

The timber on the above area is scattered and is poor in quality.
The applicant owns some timber on his own land which lies adjacent to
the state timber. Our estimates indicate the following timber
by volume, value and species:

White Pine	45 M	3	\$7.00 M
Yellow Pine	30 M	2	2.00 M
Douglas Fir	300 M	2	2.00 M
Cedar saw timber	15 M	2	1.00 M
White Fir	140 M	2	1.00 M
Cedar Poles	225	2	1.00 ea.

Due to the fact that the timber is scattered, the daily output in logs
will not exceed 10 or 15 M feet. For that reason it is recommended
that the timber be offered for sale on the basis of standing estimates
and at the prices indicated above. The purchaser should be allowed
5 years in which to remove the timber and be required to post a bond
in the sum of \$500.00.

A tabulation by forties showing volume and value of timber is en-
closed herewith, along with the purchaser's check for \$40.00 to
cover cost of advertising.

Very truly yours,

Franklin Girard
FRANKLIN GIRARD
State Forester

Went
encs.
cc: Land Board

STATE OF IDAHO

TIMBER SALE CERTIFICATE AND CONTRACT

No. 643

THIS CERTIFICATE AND CONTRACT, Made and entered into in duplicate this 27th day of September, 1941, 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 Foot Falls Lumber & Manufacturing Company, E. A. Kirkpatrick, Owner and Manager, of Foot Falls, Latah County, Idaho an individual, party of the second part, hereinafter referred to as the Purchaser, witnesseth:

That Whereas, on the 27th day of September, 1941, pursuant to due and legal notice and lawful hearing and in full compliance with each and all of the 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 hereinafter described, and the Purchaser above named has made the highest bid therefor in the sum of One Thousand Two Hundred Sixty-five and No/100 (\$1,265.00) Dollars.

Now Therefore, the State hereby agrees to sell, and the Purchaser hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, all White Pine over sixteen (16) inches in diameter; all Yellow Pine over eighteen (18) inches in diameter; and all Douglas Fir, Larch, White Fir, Cedar Saw Timber, and Cedar Poles over twelve (12) inches in diameter.

(all measurements to be taken outside the bark eighteen (18) inches above the highest adjacent ground) lying, standing or being on the following described land, to-wit:

SUBDIVISION	SEC.	TWP.	RGE.	APPRAISED VALUE
SW 1/4 SW 1/4	22	52 N.	8 W.	\$245.00
SW 1/4 SW 1/4	22	52 N.	8 W.	165.00
SW 1/4 SW 1/4	22	52 N.	8 W.	590.00
SW 1/4 SW 1/4	22	52 N.	8 W.	265.00
Total Appraised Price				\$1,265.00

That the said purchaser will pay for said timber the said sum of One Thousand Two Hundred Sixty-five and No/100 (\$1,265.00) Dollars, so bid, in manner as follows: The sum of \$1,265.00 Dollars on principal, and the sum of _____ Dollars as interest on the unpaid balance for one year, in cash herewith, the receipt whereof is hereby acknowledged, and the principal balance of _____ Dollars in equal annual installments, with interest at the rate of six per cent per annum payable annually in advance, as shown herewith, to-wit:

1. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
2. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
3. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
4. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
5. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
6. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
7. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
8. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
9. The sum of \$ _____ principal on or before _____, 19 _____ together with interest for the following year on any unpaid balance;
10. And the final sum of \$ _____ principal on or before _____, 19 _____

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 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 and all sums due on account of costs, penalties, damages, installments, unpaid taxes or assessments or otherwise, 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 tree of whatever size, other than those described above, is cut, destroyed or damaged by the Purchaser, his agents or employees or subcontractors, in addition to liability for any other damage, the Purchaser agrees to pay the State as liquidated damages at the following rate or rates per thousand feet board measure, or per pole, but in any event not less than \$ _____ per tree, to-wit: The sum of Eight and No/100 Dollars (\$8.00) per thousand feet board measure for White Pine; Three and No/100 Dollars (\$3.00) per thousand feet board measure for Yellow Pine; One and 50/100 Dollars (\$1.50) per thousand feet board measure for any other species; and One and No/100 Dollars (\$1.00) per pole 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 payments 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 Three (3) 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 or remove any timber, trees, timber products, or other property of any kind, 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 all slash, including all limbs, tops, brush, debris, and other waste material incident to the 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 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 so to do, 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 herein, all remedies and the security of all liens allowed by law.

F. That, on or before demand by the tax collector, the Purchaser will pay all taxes and assessments of whatsoever nature that may be levied or assessed upon or against said timber, and that upon information of any refusal to pay the same, 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 1987 Regular Session creating "Cooperative Sustained Yield Districts," 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 a part hereof, the Purchaser will file with the State of Idaho a good and sufficient surety bond in the principal sum of _____

Five Hundred and No/100 (\$500.00) ----- Dollars
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 without notice, but 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 thereof shall remain the property of the State as liquidated damages for the failure of 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, penalties, damages, taxes and assessments which are due or payable under any of the provisions hereof at the time of such cancellation, termination or forfeiture.

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

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 Shane A. Clark
Governor of the State of Idaho and President of the
State Board of Land Commissioners

Countersigned

Geo. H. Curtis
Secretary of State of the State of Idaho
Robert D. Gault
State Land Commissioner of the State of Idaho

FOOT FALLS LUMBER & MANUFACTURING CO.
Party of the Second Part

By E. A. Kirkpatrick
Owner and Manager

(State Seal)

(Corporate Seal, if any)

State of Idaho, County of Ada, SS.

On this 28 day of October in the year 1941, before me,
Theresa L. Hattery, a Notary Public in and for said state,
personally appeared Shane A. Clark, known to me to be
the Governor of the State of Idaho and President of the State Board of Land Commissioners, and
Robert D. Gault, 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 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.

Theresa L. Hattery
Notary Public Residing at
Idaho

(Seal)

My commission expires

11-1-1943

State of Idaho }
County of Kootenai } SS.

On this 14th day of October
the undersigned

in the year 1941, before me,
a Notary Public in and for the State of
personally appeared E. A. Kirkpatrick, Owner & Manager, known to me to be
Foot Falls Lumber & Manufacturing Company
(INDIVIDUAL—Strike out if not applicable)

the person whose name is subscribed to the within instrument, and acknowledged to me
that he executed the same.

~~(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.

~~(Strike out if not applicable)~~
the _____ 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)

Theresa L. Hattery
Notary Public for State of Idaho
Residing at Coeur d'Alene
My Commission Expires Oct. 10 1944

MEMO TO THE LAND BOARD
Timber Contract Cancellation

Applicant: Post Falls Lumber & Manufacturing Co.
TC # 643

Description: NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 22,
Twp. 52 N., Rge. 5 W.B.M.

County: Kootenai

Funds: Pub. School

Area: 160 acres

Remarks of
Roger L. Quernsey,
State Forester:

All contractual requirements have been met
and Certificate of Clearance has been issued.
I recommend that the contract be cancelled
and the bond held in connection therewith
released.

11-9-48
LH

Approved 11-15-48

Post Falls Lumber & Manufacturing Company Timber Sale Application July 9, 1941

Sec.	Trp	Ac	Subdividing	White Pine	Picea Bm	Yellow Pine	Picea Bm	Douglas Fir	P. Bm	Cedar	Picea M & Fir	Picea M	Cedar	Black	Frederick
23	52	5W	NE 1/4 SW 1/4	50	10	10	10	10	10	10	50	10	10	60	10
.	.	.	SW 1/4 SW 1/4	30	10	10	10	10	10	10	30	10	10	35	10
.	.	.	SE 1/4 SW 1/4	30	10	10	10	10	10	10	30	10	10	130	10
.	.	.	SW 1/4 SE 1/4	10	10	10	10	10	10	10	10	10	10	50	10
				45	17	30	15	30	15	15	15	15	15	255	10
Appraisal															
				White Pine - 45 @ 47				Yellow Pine - 30 @ 13				Douglas Fir - 300 @ 15			
				Cedar - 15 @ 15				White Fir - 140 @ 14				Total Appraised Price			
				Cedar - 15 @ 15				Total Appraised Price							
				Total Appraised Price											