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837216

AGREEMENT

BOOK 106 PAGE 249

This agreement entered into this 12th day of June,
1979, by and between SYLTE RANCH, INC., hereinafter called
"SYLTE", and the City of Rathdrum, Idaho, hereinafter called
"CITY".

WITNESSETH:

1. SYLTE shall convey to CITY, by warranty deed, that
parcel of land immediately adjacent to the Pinegrove Cemetery
in the City of Rathdrum, Idaho, said parcel being more fully
described as follows, to wit:

Beginning at the Southeast Corner of Section 30, Township
52 North, Range 4 West, Boise Meridian, Kootenai County,
Idaho; Thence N 10° 47' 39" W, 725.62 feet to the TRUE POINT
OF BEGINNING, said point being on the west line of a
county road; thence N 89° 13' 58" W, 558.55 feet; thence
N 36° 13' 31" E, 340.68 feet; thence N 0° 10' 49" E,
704.46 feet to a point on the south line of the Northern
Pacific Railroad; thence N 56° 15' 50" E, 430.99 feet
along said south line to its intersection with the west
line of a county road; thence S 0° 10' 49" W, 1063.83 feet
along said west line; thence N 89° 49' 11" W, 100.00 feet;
thence S 0° 10' 49" W, 100.00 feet; thence S 89° 49' 11" E,
100.00 feet to a point on the west line of a county road;
thence S 0° 10' 49" W, 62.00 feet to the point of begin-
ning, containing 9.47 acres more or less.

2. The execution of the Warranty Deed conveying said
property shall be done concurrently with the execution of
this Agreement.

3. The City shall pay the costs of recording the Deed
pursuant to this agreement.

4. Said property shall be used for the purposes of a
public cemetery.

5. The property may be divided into cemetery plots, the
number of said plots to be determined by the City pursuant to
any laws regulating same.

6. The CITY shall sell said cemetery plots and the
selling price of each plot shall be divided as follows:

twenty-five percent (25%) to SYLTE;

seventy-five percent (75%) to CITY.

AGREEMENT - 1

Filed and recorded at
at Idaho County, Idaho

Carol D. ...
EX-Officer ...
Kootenai County, Idaho
Return to ...

City of Rathdrum
MAR 28 1980
City

City of Rathdrum

7. The CITY shall prepare reports of the sale of such cemetery plots, and shall present a copy of said report to SYLTE at least Quarterly. Said report shall, as a minimum, contain the number of plots sold since the previous report, the total number of plots sold, the total revenue derived from the sale of plots, and the division of said revenue between SYLTE and CITY.

The payment of the portion due SYLTE shall accompany each such report, and shall be for payment of SYLTE's share of the revenues since the previous report.

9. The CITY shall be responsible for upkeep and maintenance of the cemetery after the conveyance of the above-described property to the CITY.

10. Should Sylte Ranch, Inc., cease at any time to be a corporate entity, prior to or concurrent with the dissolution and termination of the corporate existence the corporation shall advise the CITY, in writing, as to whom any payments due or to become due under this agreement should be made. Upon receipt of such a notice by CITY, the CITY shall make all future payments to the person or persons designated in said written notice. The CITY shall be held harmless by SYLTE and/or its successors for any payments made pursuant to such notice.

11. This Agreement shall be binding on the heirs, successors and assigns of the parties.

12. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient notice.

In Testimony Whereof, the parties hereto set their hands, this 10th day of Jan., 1979.

Sylte Ranch Inc.
John E. Sylte

SYLTE RANCH, INC., by: John E Sylte

TITLE: Pres.

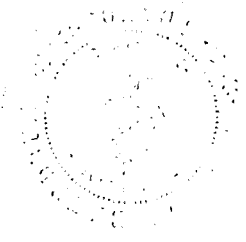
ADDRESS: Rathdrum, Idaho
Route 4 Box 854



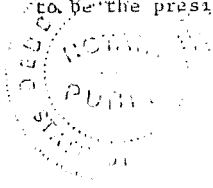
Donald G. Zigler

CITY OF RATHDRUM, IDAHO
MAYOR

ADDRESS: P.O. Box 67
Rathdrum, Idaho 83858



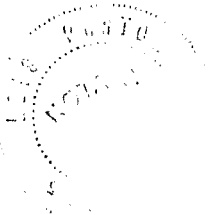
This 7th day of January 1980, personally appeared John E. Sylte, known to me to be the president of Sylte Ranch Inc.



John E. Sylte

Notary Public
Residing at Rathdrum, Idaho

This 10th day of January 1980, personally appeared Donald G. Zigler, known to be the Mayor of Rathdrum, Idaho.



Donald G. Zigler

Notary Public
Residing at Rathdrum, Idaho

AMENDMENT TO AGREEMENT

*Originals
of Court
House
3/22*

This Amendment To Agreement interred into this 17th day of June, 1981, by and between SYLTE RANCH, INC., hereinafter called "SYLTE", and the City of Rathdrum, Idaho, hereinafter called "CITY".

Whereas the parties hereto have previously executed an agreement dated January 10, 1981, said agreement being recorded in Book (106) Page (249) in the recorders office of Kootenai County, Idaho, and being recorded therein as document number 837216; and

Whereas the parties hereto desire to amend that agreement.

NOW THEREFORE, it is hereby agreed as follows:

(1) The base amount to be paid to Sylte for each cemetery lot sold shall be \$25.00 (Twenty Five Dollars), on a base lot selling price of \$275.00 (Two Hundred Seventy Five Dollars).

(2) Should the lot selling price increase, the amount to be paid to Sylte shall be increased in the same proportion as the new lot selling price bears to the base lot selling price.

The formula for calculating the price to be paid to Sylte is as follows:
$$\frac{\text{New selling price}}{\$275.00} = \frac{\text{Amount to Sylte}}{\$25.00}$$

(3) Sylte shall have the exclusive right to use the unused portion of the conveyed property for agricultural pursuits during the lifetime of Sylte Ranch Inc.. The City shall be the sole determiner of when additional property is so required. Sylte agrees to take no action on the property that will hamper the development of the cemetery or detract from the use of the property for a cemetery, and further shall vacate and cease use of portions of the property at the request of the City to use such portions of said property for cemetery purposes.

*late
his*
~~(4) All right of Sylte to use and cultivate any portions of the devised premises shall automatically cease upon the death of _____.~~

AMENDMENT TO AGREEMENT (1)

Donald Zigler
MAYOR

John E. Sylte
SYLTE RANCH, INC.

ATTEST: [Signature]
City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
County of Kootenai) SS.

On this _____ day of _____, 1981, before me
_____, a Notary Public, personally appeared
Donald Zigler, known to me to be the Mayor of the City of
Rathdrum, that executed the said instrument, and acknowledged
to me that such City of Rathdrum executed the same.

[Signature]
Notary Public
Residing at _____

ACKNOWLEDGMENT

STATE OF IDAHO)
County of Kootenai) SS.

On this 4th day of June, 1981, before me John E. Sylte
John E. Sylte, a Notary Public, known to me to be
the Pres. of the corporation that executed the
instrument, and acknowledged to me that such corporation
executed the same.

[Signature]
Notary Public
Residing at Rathdrum

USE TYPEWRITER OR
BALL POINT PEN

State of Idaho
Department of Water Resources

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

RECEIVED
MAY 4 1977
Department of Water Resources
Northern District Office

1. WELL OWNER

Name SYLITE RANCH INC
Address RT 1 BOX 670
RATHDRUM IDAHO
Owner's Permit No. _____

2. NATURE OF WORK

96-77-N-5

- ☒ New well ☐ Deepened ☐ Replacement
☐ Abandoned (describe method of abandoning)

3. PROPOSED USE

- ☒ Domestic ☐ Irrigation ☐ Test ☐ Other (specify type)
☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection

4. METHOD DRILLED

- ☒ Cable ☐ Rotary ☐ Dug ☐ Other

5. WELL CONSTRUCTION

Diameter of hole 8" inches Total depth 296 feet
Casing schedule: ☐ Steel ☐ Concrete

Thickness	Diameter	From	To
<u>280</u> inches	<u>8</u> inches	<u>1</u> feet	<u>256</u> feet
<u>380</u> inches	<u>8 1/2</u> inches	<u>256</u> feet	<u>296</u> feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet

Was casing drive shoe used? ☒ Yes ☐ No
Was a packer or seal used? ☐ Yes ☒ No
Perforated? ☒ Yes ☐ No

How perforated? ☐ Factory ☐ Knife ☒ Torch
Size of perforation 1 1/2 inches by 5/8 inches

Number	From	To
<u>42</u> perforations	<u>271</u> feet	<u>291</u> feet
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet

Well screen installed? ☐ Yes ☒ No
Manufacturer's name _____

Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet

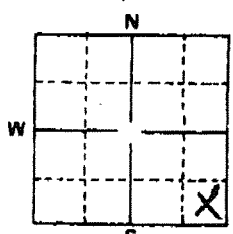
Gravel packed? ☐ Yes ☒ No Size of gravel _____
Placed from _____ feet to _____ feet

Surface seal depth 20 Material used in seal ☐ Cement grout
☒ Pudding clay ☒ Well cuttings

Sealing procedure used ☐ Sherry pit ☒ Temporary surface casing
☐ Overbore to seal depth

6. LOCATION OF WELL

Sketch map location must agree with written location.



Subdivision Name _____

Lot No. _____ Block No. _____

County KOOTENAI

SE 1/4 SE 1/4 Sec. 30 T. 53 N. 1/4 R. 4 E. 1/4

7. WATER LEVEL

Static water level 216 feet below land surface
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Temperature _____ ° F. Quality _____
Artesian closed-in pressure _____ p.s.i.
Controlled by ☐ Valve ☐ Cap ☐ Plug

8. WELL TEST DATA

☐ Pump ☒ Bailor ☐ Other

Discharge G.P.M.	Draw Down	Hours Pumped
<u>35</u>	<u>0</u>	<u>4</u>

9. LITHOLOGIC LOG

Hole Diam.	Depth		Material	Water Yes
	From	To		
<u>8"</u>	<u>0</u>	<u>1</u>	<u>TOP SOIL</u>	
	<u>1</u>	<u>19</u>	<u>LARGE GRAVEL</u>	
	<u>19</u>	<u>28</u>	<u>MEDIUM "</u>	
	<u>28</u>	<u>31</u>	<u>BOULDER</u>	
	<u>31</u>	<u>39</u>	<u>MEDIUM GRAVEL</u>	
	<u>39</u>	<u>64</u>	<u>BOULDERS</u>	
	<u>64</u>	<u>71</u>	<u>BOULDERS</u>	
	<u>71</u>	<u>136</u>	<u>CLAY + GRAVEL</u>	
	<u>136</u>	<u>154</u>	<u>SAND GRAVEL + CLAY</u>	
	<u>154</u>	<u>167</u>	<u>BOULDERS + CLAY</u>	
	<u>167</u>	<u>228</u>	<u>SAND GRAVEL + CLAY</u>	X
	<u>228</u>	<u>231</u>	<u>DECOMPOSED GRANITE</u>	
	<u>231</u>	<u>272</u>	<u>SAND GRAVEL + CLAY</u>	X
	<u>272</u>	<u>286</u>	<u>SAND + GRAVEL</u>	X
	<u>286</u>	<u>296</u>	<u>SAND VERY LITTLE WATER</u>	X

003749

OFFICE USE ONLY

Inspected by R G H

Twp 52N Rge 4W Sec 30

1/4 SE 1/4 SE 1/4

10.

Work started APRIL finished MAY 3-77

11. DRILLERS CERTIFICATION

Firm Name BRAND X WATER WELLS Firm No. 28

Address RATHDRUM IDA Date 5-3-77

Signed by (Firm Official) Landon Coulson

and
(Operator) Landon Coulson