

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“**Amendment**”) is made effective as of the Effective Date (defined below), by and between WEST RIDGE RANCH HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation (together with its successors and assigns “**Subdivision**”), and TETON COUNTY, IDAHO as approved by the Teton County Commission (“**Teton County**”) (Subdivision and Teton County are referred to individually as a “**Party**” and collectively as the “**Parties**”), with reference to the following:

A. Subdivision’s predecessor in interest, Lucra Investments, Inc. and Teton County are parties to that certain Development Agreement dated effective May 18, 2007 (the “**Development Agreement**”), providing for the design and construction of the Site Work Improvements consisting of certain roads and other infrastructure improvements for common use by the Parties including access roads/rights of way, utilities and other infrastructure.

B. The Parties desire to amend the Development Agreement to clarify that the Site Work Improvements include those improvements already made and to allow for lot owners in the Subdivision to connect to either a community well system maintained by the Subdivision, or to drill a single or shared well in connection with the Amended Declarations of Covenants, Conditions and Restrictions effective July 2, 2018 and recorded on August 27, 2018 as Instrument No. 251586 (“**Amended CC&Rs**”).

C. The Parties have agreed to amend the Development Agreement according to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, Subdivision and Teton County agree as follows:

1. Amendment; Conflict. This Amendment constitutes an amendment to the Development Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment control.

2. Scope of Site Work Improvements. Sections 2 through 9 of the Development Agreement have been satisfied and accepted by Teton County.

3. Authorization to Drill Private Wells. The Parties agree that the Lot Owners, as defined in the Amended CC&Rs, may drill private individual or shared wells according to the terms of the Amended CC&Rs. The following lots shall connect to the community water system: Block 2 Lots 2, 3, 4, 5 and 7; Block 3 Lots 2, 3, 4, 5, 7, 11; Block 4 Lots 4 and 7; Block 5 Lot 5; Block 6 Lot 2; Block 7 Lots 11, 12 and 14; Block 9 Lots 9, 19, 20; and Block 11 Lots 1, 6, and 7. In the event the community water system is improved, expanded or otherwise approved to add additional lots to the community water system by all necessary authorities, the Parties agree that the HOA will designate such lots as community water system lots and provide documentation to the County evidencing such addition(s).

4. Authority. The execution, delivery, and performance of this Amendment has been duly authorized by all necessary action of the Parties, and when duly executed and delivered, will be a legal, valid and binding obligation, enforceable in accordance with its terms.

5. Effective Date. The “**Effective Date**” of this Amendment will be the date upon which this Amendment has been executed by both Teton County and Subdivision.

6. Ratification. Except as set forth herein, all of the terms and conditions contained in the Development Agreement will remain the same and in full force and effect, and the Parties hereby ratify and reaffirm the Development Agreement.


7. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together, shall constitute a whole. It will be fully executed when each Party whose signature is required has signed at least one counterpart notwithstanding that all Parties have not executed the same counterpart. The Parties agree that signatures transmitted by electronic mail will be binding as if they were original signatures.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below to be effective as of the Effective Date.

SUBDIVISION:

WEST RIDGE RANCH HOMEOWNERS
ASSOCIATION, INC., an Idaho nonprofit
corporation

Date: July 31, 2021

By: 
Print Name: Vernon Calder
Title: President

TETON COUNTY:

TETON COUNTY, Idaho by and through the Teton
County Commission

Date: July _____, 2021

By: _____
Print Name: _____
Title: _____