

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT UNIVERSITY PLACE SUBDIVISION

This **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (“Amendment”) is entered into this ____ day of _____, 2026, by and between the CITY OF SANDPOINT, an Idaho municipal corporation (“CITY”) , and M&W HOLDINGS, LLC, an Idaho Limited Liability Company (“DEVELOPER”).

WITNESSETH:

WHEREAS, the CITY and DEVELOPER entered into a Development Agreement recorded on January 11, 2021 as Instrument No. 973949, Records of Bonner County, Idaho (the “Original Agreement”) pertaining to the University Place project; and

WHEREAS, the DEVELOPER recorded a version of the Original Agreement reflecting two separate entities owning and implementing the University Place project, recorded on September 3, 2021, as Instrument No. 991044, Records of Bonner County, Idaho (hereinafter referred to as the Amended and Restated Agreement”); and

WHEREAS, this First Amendment to the Amended and Restated Agreement acknowledges the validity of the Amended and Restated Agreement as that Agreement simply divided responsibilities and implementation between the then two separate property owners of the University Place project; and

WHEREAS, the Original Agreement and the Amended and Restated was conditioned upon Planned Unit Development (PUD) and higher-density development scenario that is no longer active; and

WHEREAS, the infrastructure conditions in the Original Agreement were based on anticipated development under the PUD; and

WHEREAS, the parties desire to amend the Amended and Restated Agreement pursuant to Section 11 to align the DEVELOPER’s obligations with the approved preliminary plat for Phase 4 and current City Code; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the Amended and Restated Agreement as follows:

1. Amendment to Section 9: Covenants Run With the Land

The requirement for the immediate creation of CC&Rs is modified as follows:

The language in **Section 9** stating that "Previous to approval of any Final Plat (including any Sub-Phase) within this Subdivision, DEVELOPER will be required to create, submit and have approved a Declaration of Covenants, Conditions, and Restrictions" is hereby removed for Phase 4 of the subdivision.

The parties agree that CC&Rs are not required for the currently approved preliminary plat of Phase 4. Such requirements shall be reviewed and imposed if future development or land divisions create shared private facilities (such as shared storm drainage) as defined by City Code.

2. Amendment to Section 12: Conditions

The following subsections of **Section 12** are amended to reflect the actual development status:

Section 12.d.1 - The requirement for the DEVELOPER to "reconstruct the eastern portion of the North Boyer Avenue right-of-way" is satisfied for the trip generation under the approved preliminary plat. The CITY accepts the improvements completed to date as sufficient; no further reconstruction is required for Phase 4 unless triggered by future development applications, which are found through a technical traffic analysis to be required.

Section 12.d.2 - The requirement that the North Boyer Avenue frontage fence be "maintained in perpetuity by the HOA" is not applicable to Phase 4.

Section 12.j - This section is amended to clarify that since the approved plat lacks shared conveyance systems, the requirement to "transfer such maintenance... by executing subdivision covenants, conditions, and restrictions" is not applicable to Phase 4.

Section 12.n - This section is not applicable to Phase 4. The DEVELOPER is not required to demonstrate creation of a Home DEVELOPERS' Association, Articles of Incorporation, or By-laws for approval of the current plat.

3. All other terms, covenants, and conditions of the Original Agreement not expressly modified by this Amendment shall remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, each party has signed this Agreement on the date stated below the party's signature.

IN WITNESS WHEREOF, the Mayor of the City of Sandpoint has executed this contract on behalf of CITY, the City Clerk has affixed the seal of the City of Sandpoint hereto, and DEVELOPER has caused the same to be executed the day and year first above written.

CITY OF SANDPOINT

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, Sandpoint City Clerk

State of Idaho)

ss.

County of Bonner)

On this ____ day of _____ in the year 20____, before me, a Notary Public, personally appeared, Jeremy Grimm, whose name is subscribed to the within instrument and who is known to me to be the Mayor of the City of Sandpoint, Idaho, and to have the authority to execute the same on behalf of the City of Sandpoint, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year in this certificate first above written.

Notary Public: State of Idaho
My Commission expires: _____

(signature of DEVELOPER on following page)

