

After Recording
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T. Hethe Clark
Spink Butler, LLP
251 E. Front Street, Suite 200
Boise, Idaho 83701

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
[CAR15-00024]

This First Amendment to Development Agreement (this "**First Amendment**") is entered into effective this [REDACTED] day of [REDACTED], 2015, by and among the City of Boise City (the "**City**") and Hackberry Ranch Corporation (the "**Developer**"). The City and the Developer are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, the Developer is the owner of record of that certain real property legally described as Lot 1, Block 1 of Hackberry Ranch Subdivision, as the same is recorded in the records of Ada County on March 27, 2014 as Instrument No. 114022452 (the "**Property**");

WHEREAS, a Development Agreement for Hackberry Ranch Subdivision was entered into between the City and the Developer on August 15, 2013, and recorded on August 16, 2013, as Instrument No. 113094330, official records of Ada County, Idaho (the "**Agreement**");

WHEREAS, the Developer is now seeking to re-subdivide the Property and, accordingly, has proposed this First Amendment to allow such re-subdivision; and

WHEREAS, all public hearings pursuant to notice as required by law or other action required to be held or taken prior to the adoption and execution of this First Amendment have been held or taken.

AGREEMENT:

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Development Permitted by this First Amendment. This First Amendment shall vest the right to develop the Property with respect to the following approved applications: CAR15-00029, PUD15-00015, CFH15-00029, and SUB15-00034 (the "**Amendment Approvals**"), as restricted by those certain conditions of approval associated with the Amendment Approvals (the "**Amendment Conditions**"). The Agreement is hereby amended to include the Amendment Conditions, as set forth on **Exhibit D** attached hereto and made a part hereof. Except as otherwise stated in the Amendment Conditions, the Amendment Conditions supplement and do not replace the conditions set forth in the Agreement as Exhibit B.

2. Concept Plan. The Agreement incorporated a concept plan for Hackberry Ranch Subdivision as Exhibit C. The Agreement is hereby amended to replace said concept plan only as it applies to the Property with those approved plans attached hereto as **Exhibit E** and made a part hereof (the "**Amendment Concept Plan**").

3. Recordation. The Developer shall record this First Amendment, including all of the exhibits attached hereto, after adoption of the Amendment Approvals by the City. The Developer shall submit proof of such recording to the City. Failure to comply with this section shall be deemed a default of this First Amendment by the Developer.

4. Effective Date. This First Amendment will be effective upon the date first written above.

5. No Other Modifications. The Parties hereby affirm the terms and conditions of the Agreement. Except as set forth in this First Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect. In the event of a dispute between the terms of the Agreement and the First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, the Parties, having been duly authorized, have hereunto caused this First Amendment to be executed, on the day and year first above written, the same being done after public hearing, notice, and statutory requirements having been fulfilled.

THE CITY:

CITY OF BOISE CITY,
an Idaho municipal corporation

ATTEST:

By: _____
David H. Bieter, Mayor

By: _____,
Ex-Officio City Clerk

THE DEVELOPER:

HACKBERRY RANCH CORPORATION,
an Idaho corporation

By: _____
Scott Glen Kimball, President

EXHIBITS:

Exhibit D: Amendment Conditions
Exhibit E: Amendment Concept Plan

[notary signatures on following page]

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID H. BIETER and _____, known or identified to me to be the MAYOR and EX-OFFICIO CITY CLERK of the CITY OF BOISE CITY, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared SCOTT GLEN KIMBALL, known or identified to me to be the PRESIDENT of the HACKBERRY RANCH CORPORATION, the person who executed the instrument on behalf of said corporation, and acknowledged to me that corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

EXHIBIT D
Amendment Conditions

[INSERT AFTER ADOPTION BY CITY]

