Recording Requested By and When Recorded Return To:

Teton County Planning Department
ATTN: Planning Administrator
150 Courthouse Drive, Suite 107
Driggs, Idaho 83422

For Recording Purposes Do Not Write Above This Line

DEVELOPMENT AGREEMENT FOR CONDITIONAL REZONE [PROPERTY NAME: WILD WATER INC / PROJECT TETONS WEST EXPERIENTIAL HIGH SCHOOL]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2026, by and between WILD WATER, INC., a Wyoming corporation ("Owner"), and Teton County, Idaho, a political subdivision of the State of Idaho ("County"). TETONS WEST EXPERIENTIAL HIGH SCHOOL, INC., an Idaho nonprofit corporation, is identified in this Agreement as the proposed tenant/operator ("Tenant").

RECITALS

WHEREAS, Owner is the record owner of the real property located at 2301 N. Highway 33, Driggs, Idaho, identified as Teton County Tax No. 6321, Section 14, Township 5 North, Range 45 East, parcel number RP05N45E148505, containing approximately 6.58 acres, and legally described in Exhibit A (the "Property");

WHEREAS, the Property is presently zoned Rural Neighborhood ("RN") and Owner has requested that the Property be rezoned to Industrial Research ("IR");

WHEREAS, the rezone application identifies Tetons West Experiential High School as the proposed initial tenant/operator and describes a small private four-year secondary school beginning with approximately 16 ninth-grade students and growing to a planned maximum enrollment of approximately ~~64~~ 32 students;

WHEREAS, the application materials state that the proposed school intends primarily to occupy the existing building on the Property and do not presently propose new building construction or expansion of the existing development footprint;

WHEREAS, the application materials identify the proposed ~~school~~ use as "School, Secondary (Trade or Vocational)," and represent that the proposed use is permitted in the IR zoning district, subject to all applicable permits and development standards;

WHEREAS, the County and Owner desire to preserve reasonable flexibility for other uses permitted in the IR district that are appropriate for the Property, while establishing specific commitments addressing the matters identified by the Board of County Commissioners ("Board") as conditions of the conditional rezone;

WHEREAS, Idaho Code § 67-6511A authorizes a governing board, as a condition of rezoning, to require or permit an owner or developer to make a written commitment concerning the use or development of the subject parcel, and provides for recording, binding effect upon successors, modification and termination following public hearing, and reversal of the zoning designation upon failure of the commitment;

WHEREAS, the parties intend this Agreement to constitute such a written commitment concerning the use and development of the Property in connection with the conditional rezone to IR; and

WHEREAS, this Agreement is intended to operate together with the Board's rezone approval, the Teton County Land Development Code ("LDC"), and all applicable federal, state and local permits and requirements, and does not itself constitute a building permit, certificate of occupancy, access permit, wastewater approval, or other development permit.

NOW, THEREFORE,

In consideration of the mutual covenants and conditions contained herein, and in consideration of the conditional rezone of the Property to Industrial Research, the parties agree as follows:

1. DEFINITIONS

1.1 AGREEMENT: means this Development Agreement for Conditional Rezone, together with all exhibits incorporated herein.

1.2 BOARD: means the Teton County Board of County Commissioners.

1.3 COUNTY: means Teton County, Idaho.

1.4 DEVELOPMENT: means the use and development of the Property following the conditional rezone to IR, including the proposed Tetons West Experiential High School (by Tenant or otherwise) and any other use or development ~~authorized~~ allowed under this Agreement and applicable law.

1.5 OWNER: means Wild Water, Inc., a Wyoming corporation, together with any successor owner of the Property.

1.6 TENANT/OPERATOR: means Tetons West Experiential High School, or another person or entity lawfully occupying or operating a use on the Property pursuant to a lease, license, or other agreement with the Owner.

1.7 PROPERTY: means the real property described in Exhibit A.

1.8 IR ZONING: means the Industrial Research zoning district designation applicable to the Property following the conditional rezone.

1.9 REQUIRED APPROVALS: means the approvals specifically required by this Agreement, including the access approval described in Section 4, the Idaho Department of Environmental Quality approval described

in Section 5, and the Teton County Building Department change-of-use permit described in Section 6, together with any other permits independently required by law.

1.10 LDC: means the Teton County Land Development Code in effect as applicable to the Development, including amendments adopted in accordance with law.

2. PURPOSE AND SCOPE OF CONDITIONAL REZONE

2.1 Conditional Rezone. The County agrees to the rezoning of the Property from RN to IR subject to the commitments contained in this Agreement and the Board's final rezone action.

2.2 Site-Specific Commitments. The commitments in this Agreement are intended to address site-specific circumstances and conditions associated with the Property and are not intended to amend the generally applicable standards of the IR zoning district.

2.3 Flexibility of Future Use. Except as expressly limited by this Agreement, the Property may be used for any use that is permitted in the IR zoning district at the time the use is proposed, provided the use complies with the LDC and all other applicable laws and permits. Nothing in this Agreement guarantees approval of any future use or development.

Commented [PP1]: I believe this clarifies future use parameters after Tetons West vacates. Just trying to preserve Charlie's ability to lease it as a building in an IR zone later.

2.4 ~~Initial Intended~~Proposed Use. The parties acknowledge that the initial ~~intended~~proposed use of the Property is an experiential secondary school operated by the Tenant (the "School Use"). The school concept described in Exhibit B is incorporated for purposes of identifying the ~~contemplated initial u~~proposed School Use, but this Agreement does not require the Property to remain permanently limited to the S~~s~~chool ~~u~~Use.

3. GENERAL DEVELOPMENT REQUIREMENTS

3.1 All development and use of the Property shall comply with the LDC, applicable building and fire codes, applicable state and federal requirements, and the ~~conditions of the Board's rezone approval~~terms of this Agreement.

3.2 No provision of this Agreement shall be construed to waive, replace, or supersede any permit or approval required by another governmental agency.

3.3 Existing structures may continue to be occupied or used only to the extent authorized by applicable law. A change in use, occupancy, construction, or site improvements shall be subject to the permits and approvals required at the time of the proposed change.

3.4 The Owner shall be responsible for ensuring that all tenants, operators, contractors, and successors with an interest in the Property are informed of and comply with this Agreement.

4. SAFE ACCESS TO STATE HIGHWAY 33 AND PEDESTRIAN CONNECTION

4.1 Prior to commencement of the ~~approved s~~School ~~u~~Use, or any other new use that requires a new or modified access to State Highway 33, the Owner/Tenant shall obtain written approval from the Idaho Transportation Department ("ITD") for the applicable highway access, approach, driveway, or access modification.

4.1.1~~2~~ The required access approval shall address the location, design, sight distance, traffic safety, drainage, and other matters within ITD's jurisdiction. The County shall not be deemed to have approved any highway access merely by approving this Agreement or the rezone.

4.1.2~~3~~ If ITD determines that improvements or modifications to the existing access are necessary as a condition of access approval, those improvements shall be completed or otherwise secured to ITD's satisfaction before the use requiring the access approval begins, unless ITD expressly authorizes another sequence.

4.1.3~~4~~ The Owner shall provide the County with a copy of the applicable ITD approval before the County issues any County permit or approval for which proof of highway access approval is a prerequisite.

4.2~~5~~ Pedestrian Access is understood to exist to within 0.2 miles of the property on the west side of Hwy 33, but is approximately 1 mile from a connected pathway on the east side. The Owner shall make all necessary improvements on the O~~o~~wner's property to create or facilitate a current or future connection to the existing pedestrian access as may be required by the County hereafter. This may include a 20-foot easement along the HWY 33 frontage and the installation of pathway improvements according to ITD and local pathway standards to establish a pathway.

5. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

5.1 Prior to commencement of the ~~approved s~~School ~~u~~Use, the Owner/Tenant shall obtain all approvals, permits, authorizations, or written determinations required from the Idaho Department of Environmental Quality ("DEQ") or Eastern Idaho Public Health (EIPH) for the proposed use and its wastewater, drinking water, or other regulated environmental facilities or activities.

5.2 The required DEQ/EIPH approval shall be applicable to the actual use and occupancy proposed on the Property. If DEQ/EIPH requires modification, replacement, enlargement, or other work to the existing septic, wastewater, water, or related facilities, such work shall be completed or otherwise approved by DEQ/EIPH before the use begins, unless they authorize a different schedule.

5.3 A copy of the applicable DEQ/EIPH approval(s) shall be provided to the Teton County Planning Department before commencement of the S~~s~~chool ~~u~~Use.

6. TETON COUNTY BUILDING DEPARTMENT CHANGE-OF-USE PERMIT

6.1 Change of Use Required. Before the Property is occupied or operated as the Tetons West Experiential High School, the Owner and/or Tenant shall obtain all building permits and approvals required by the Teton County Building Department, including a change-of-use permit or equivalent building approval required for the proposed occupancy.

6.2 Six-Month Deadline. The application for, and issuance of, the required change-of-use permit shall occur no later than six (6) months following the effective date of the Board's approval of the rezone to IR. For purposes of this Section, the "effective date" is the date on which the zoning amendment becomes effective under the County's final action thereon.

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Commented [PP2]: So, here is my thought. This is a little confusing because it suggest that we could be required to CONNECT to the existing bike path, which ends at Rodeo Drive. A connection would cross 11 different commercial and private properties. I love the idea of the bike path; it would be a huge boon for the community, but the most that I can do is to try to get Charlie Sands to pay for a path to the end of his property. Will that suffice? Could 4.5 read: Access is understood to exist within 0.2 miles of the property on the west side of Hwy 33 and is approximately 1 mile from a connectable pathway on the east side. The owner shall make a reasonable and good-faith effort to create a passable pedestrian pathway to the extend of the owned property, one that could be connected to future build pathways.

Commented [PP3R2]: Alternatively, 4.5 could simply be removed, given that a pathway to the end of Charlie's property seems of limited utility because the useable connection is still 1 mile away.

Commented [AR4]: This is the best I can do to provide flexibility where we don't know all the details yet. If we knew more, we should add more - but if that's all we know, this at least gives us something!

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Commented [AR5]: Makes sense to me!

6.3 No School Occupancy Before Permit. The ~~s~~School ~~u~~Use shall not commence, and the building shall not be occupied for that use, unless and until the required change-of-use permit and any related building or fire approvals have been obtained.

6.4 If the Owner or Tenant cannot satisfy the six-month requirement because a governmental agency's review is pending despite timely and diligent submission of a complete application, the Owner may request a written extension from the Board before expiration of the six-month period. Any extension shall be considered in accordance with applicable County procedures and Idaho Code.

6.5 The six-month requirement does not require the County Building Department to issue a permit when the applicable building, fire, accessibility, or other requirements have not been satisfied.

7. PROPOSED EXPERIENTIAL HIGH SCHOOL

7.1 The parties recognize Tetons West Experiential High School as the contemplated initial use of the Property. The application materials describe a small private four-year high school beginning with approximately 12 ninth-grade students and growing to approximately ~~64~~ 32 students at full planned capacity.

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7.2 This anticipated school use is primarily an adaptive reuse of the existing building. Any expansion, new construction, substantial site modification, or material change in intensity shall be subject to the LDC and all applicable permits.

7.3 Nothing in this Agreement establishes a vested right to a particular enrollment, building configuration, operating schedule, or site plan beyond what is approved through the applicable County and agency permitting processes.

7.4 The County acknowledges that educational use is the contemplated initial use but does not condition the IR zoning solely upon continuous operation of the school, except as expressly provided in Section 10 concerning the failure of required commitments.

7.5 The anticipated initial use period for the proposed high school is three (3) years from the time of opening, during which time the tenant/operator will seek more permanent facilities as such location as is deemed permittable and appropriate. This does not imply or necessitate that the initial tenant must vacate and cease operations at the site after three years has elapses, only that the intended use is three years and that the total occupancy is not permitted to exceed 32 students and 6 teachers.

Commented [PP6]: Here is a suggested 7.5 that explains the 3 year use period.

Commented [PP7R6]: Also, the agreement does not actually say that the zone will revert to RN at the end of 3 years, right? It just says that the conditions of this agreement must be met in order for the rezone to take effect and that any subsequent use is 1) not guaranteed and 2) subject to permitting, right?

8. OTHER PERMITTED IR USES

8.1 Following satisfaction of the express conditions of this Agreement, the Owner may seek approval for other uses permitted in the IR district, provided the proposed use complies with the LDC and all applicable permit requirements.

8.2 A future use shall not be prohibited solely because it differs from the school use described in Exhibit B, unless the use is otherwise restricted by the LDC, this Agreement, the Board's rezone action, or applicable law. ~~Prohibited uses of this site, although potentially otherwise allowed by zoning, shall include WHAT USES~~

Commented [PP8]: I would suggest removing this fragment because, if I understood you correctly, there were no identified prohibited uses that would normally be permitted in the IR.

8.3 Any use requiring a conditional use permit, site plan approval, building permit, access approval, environmental approval, or other discretionary or administrative approval shall obtain that approval before commencement as required by law.

9. TRASH, WEEDS, DUST, EROSION, AND SEDIMENTATION

The Owner and any Tenant or contractor shall be responsible for reasonable control of trash, weeds, dust, erosion, and sedimentation associated with construction or site disturbance and shall comply with applicable County, state, and federal requirements. These obligations shall run with the Property.

10. FAILURE OF CONDITIONS; ENFORCEMENT

10.1 Material Default. Failure to satisfy a material commitment in this Agreement, including failure to obtain the approvals required by Sections 4, 5, or 6 within the applicable time, shall constitute a default subject to notice and an opportunity to cure as provided herein and by applicable law.

10.2 Notice and Cure. Except where immediate action is authorized by law because of a threat to public health or safety, the County shall provide written notice describing the alleged default. The Owner shall have thirty (30) days after receipt of notice to commence corrective action and shall thereafter proceed diligently to cure the default. A longer cure period may be allowed where the nature of the default reasonably requires additional time and the Owner is diligently pursuing correction.

10.3 Statutory Remedies. If a material default is not timely cured, the County may pursue the remedies available under Idaho Code § 67-6511A, the LDC, this Agreement, and other applicable law, including proceedings to modify or terminate the commitment and, where authorized by law, reverse the zoning designation upon which the use is based.

10.4 Nothing in this Section limits the County's authority to enforce independent building, fire, environmental, access, nuisance, or other regulatory requirements.

11. BINDING EFFECT; SUCCESSORS AND TENANTS

11.1 This Agreement shall be recorded with the Teton County Clerk and Recorder and shall run with the Property to the extent provided by law.

11.2 The Agreement shall be binding upon the Owner and each subsequent owner and each other person acquiring an interest in the Property, subject to Idaho Code § 67-6511A.

11.3 The Owner shall provide any purchaser, lessee, tenant, operator, lender, or other person acquiring an interest in the Property with notice of this Agreement before transfer or occupancy.

11.4 A Tenant may sign this Agreement to acknowledge and agree to those obligations expressly applicable to the Tenant. The Tenant's signature shall not release the Owner from any obligation imposed on the Owner or Property.

11.5 A future owner may assume the Owner's obligations by written assumption; however, failure to execute a separate assumption shall not release a successor owner from obligations that run with the Property.

12. MODIFICATION AND TERMINATION

12.1 Any modification or termination of this Agreement that constitutes a modification or termination of a conditional commitment under Idaho Code § 67-6511A shall occur only after the public hearing and other procedures required by Idaho Code and applicable County ordinances.

12.2 No informal statement, staff action, building permit, or other administrative action shall modify or terminate this Agreement.

12.3 If the IR zoning designation is reversed pursuant to applicable law following a material failure of the commitments, the Property shall be governed by the zoning designation established by the Board's rezone action or applicable reversion process.

13. RECORDING AND EFFECTIVE DATE

13.1 This Agreement shall be recorded in the office of the Teton County Clerk and Recorder.

13.2 The commitments contained in this Agreement are intended to take effect upon adoption of the zoning amendment as provided in Idaho Code § 67-6511A.

13.3 The Owner shall pay recording fees and provide any documents reasonably necessary to complete recording.

13.4 This Agreement shall become effective upon execution by the parties, approval by the Board as required by County law, adoption of the associated zoning amendment, and recording, subject to the statutory provisions governing conditional commitments.

14. INSPECTION AND COMPLIANCE

Representatives of the County may enter the Property at reasonable times and in accordance with law to determine compliance with this Agreement and applicable County regulations. The County's failure to inspect or identify a violation shall not constitute approval or waiver of any requirement.

15. NO WAIVER OF OTHER PERMITS

Nothing in this Agreement constitutes approval of a building permit, change-of-use permit, certificate of occupancy, access permit, DEQ approval, fire approval, or other permit. All such approvals remain subject to the standards and procedures applicable to the particular permit.

16. NO LIABILITY FOR COUNTY APPROVAL

The Owner and Tenant acknowledge that County approval of the rezone and this Agreement does not constitute a warranty or guarantee concerning the suitability of the Property for any particular use, the issuance of permits by another governmental agency, or the safety or performance of any private improvement.

17. INDEMNIFICATION

To the extent permitted by law, Owner shall indemnify and hold harmless the County, its elected and appointed officials, employees, agents, and representatives from claims arising from the Owner's or Tenant's development, construction, occupancy, operation, or use of the Property, except to the extent caused by the County's own negligence or unlawful conduct.

18. NOTICES

All notices shall be in writing and shall be deemed delivered when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the addresses below, unless a party has provided written notice of a different address.

COUNTY:
Teton County Board of County Commissioners
ATTN: Planning Administrator
150 Courthouse Drive, Suite 107
Driggs, Idaho 83422

OWNER:
[LEGAL NAME]
[ADDRESS]
[CITY, STATE ZIP]

TENANT/OPERATOR:
[TETONS WEST EXPERIENTIAL HIGH SCHOOL / LEGAL ENTITY]
[ADDRESS]
[CITY, STATE ZIP]

19. AMENDMENTS

Except as otherwise expressly provided herein, any amendment to this Agreement shall be in writing, executed by the parties whose interests are affected, approved by the Board where required, and processed in accordance with Idaho Code § 67-6511A and applicable County procedures.

20. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

21. GOVERNING LAW AND VENUE

This Agreement shall be construed under the laws of the State of Idaho. Any action arising from this Agreement shall be brought in a court of competent jurisdiction in Teton County, Idaho, unless applicable law requires otherwise.

22. ATTORNEY'S FEES

In any action to enforce this Agreement, the court may award attorney's fees and costs to the prevailing party to the extent authorized by applicable law.

23. ENTIRE AGREEMENT

This Agreement, together with its exhibits and the Board's final rezone action, constitutes the entire agreement between the parties concerning the conditional commitments addressed herein. It does not supersede generally applicable provisions of the LDC or other laws unless expressly authorized by law.

24. AUTHORITY TO EXECUTE

The persons executing this Agreement represent that they have authority to bind the respective parties and, in the case of the Owner, have authority to impose the commitments contained herein upon the Property.

25. OWNER ACKNOWLEDGMENT OF CONDITIONAL REZONE

The Owner acknowledges that the IR zoning designation is accepted subject to the commitments in this Agreement and that the written commitments are intended to be enforceable against the Property and its successors as provided by Idaho Code § 67-6511A.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the dates set forth below.

TETON COUNTY, IDAHO
BOARD OF COUNTY COMMISSIONERS

By: _____
Brad Wolfe, Chair

Date: _____

ATTEST:

_____
Kim Keeley, Teton County Clerk

PROPERTY OWNER

WILD WATER, INC.

By: _____
Name: _____
Title: _____

Date: _____

TENANT / OPERATOR — ACKNOWLEDGMENT AND AGREEMENT

The undersigned Tenant/Operator joins this Agreement solely to acknowledge the commitments applicable to the Tenant/Operator and agrees to comply with the terms expressly applicable to it. The Tenant/Operator's signature does not alter or release the Owner's obligations under this Agreement.

TETONS WEST EXPERIENTIAL HIGH SCHOOL, INC.

By: _____
Name: _____
Title: _____

Date: _____

OWNER ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2026, before me, a Notary Public for the State of Idaho, personally appeared _____, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same in his/her authorized capacity.

_____
Notary Public
Residing at: _____
Commission Expires: _____

TENANT / OPERATOR ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2026, before me, a Notary Public for the State of Idaho, personally appeared _____, known or identified to me to be the person whose

name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same in his/her authorized capacity.

_____
Notary Public
Residing at: _____
Commission Expires: _____

EXHIBITS

Exhibit A – Legal Description of Property

Exhibit B – Proposed Tetons West Experiential High School Statement and Narrative / Concept Plan (reference document)

Exhibit C – Board of County Commissioners Rezone Approval / Conditions of Approval

Exhibit D – Site Access / Idaho Transportation Department Approval (to be added when issued)

Exhibit E – Idaho Department of Environmental Quality Approval(s) (to be added when issued)