DEVELOPMENT AGREEMENT

Grantor: The Mercer Island School District a school district of the State of Washington

Grantee: City of Mercer Island, Washington, a Washington municipal corporation

Abbreviated Legal Description:

NE ¼ of NW ¼ and NW ¼ of NW ¼ of Section 18, Township 24 North, Range 5 East, W.M.

Complete legal description is at Exhibit A (page 6).

Assessor's Property Tax Parcel Account Numbers:

1824059005 and 1824059006

Reference to Related Document:

No documents are assigned or released herein.
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into, as of the effective date described below, by and between MERCER ISLAND SCHOOL DISTRICT, a school district of the State of Washington ("District") and the CITY OF MERCER ISLAND, a Washington municipal corporation (the "City"), to establish development standards for certain real property owned by the District and subject to development as provided herein.

RECITALS

A. The District is the owner of certain real property legally described on Exhibit A attached hereto (the "Property") located generally at 4160 86th Ave. SE within the City of Mercer Island, King County, Washington; and

B. The District desires to enter into an agreement with the Boys and Girls Club (Club) whereby the Club will construct and install upon and within the Property a multi-purpose facility to meet the youth development, sports and recreation needs of Mercer Island youth to be operated by the Boys and Girls Club (the "Project"); and

C. The permitting, design and environmental review of the Project will require subsequent approval under all applicable City codes, rules and regulations and the State Environmental Policy Act, RCW Chapter 43.21C; and

D. The Property is currently legally nonconforming as to impervious surface and has an impervious surface coverage of approximately 53 percentage; and

E. The City believes that the Project will be consistent with various Comprehensive Plan policies and with the City’s development regulations allowing increases in numeric standards under the impervious surface regulations; and

F. The parties to a Development Agreement may approve increases in impervious surface in exchange for the District’s agreement to comply with certain low impact requirements and comply with certain storm water management requirements as described in more detail below; and

G. This Development Agreement is made consistent with RCW 36.70B.170 through 36.70B.210 following a public hearing; and

H. The parties desire to enter into this Development Agreement in order to enable the Project to proceed and the City finds that the Project promotes the public health, safety and welfare of the City; and

I. The City desires to encourage the timely and orderly development of the Property and avoid unnecessary litigation costs to taxpayers surrounding staff’s interpretation of the MICC and applicable deviation and variance criteria; and
J. The parties desire to make a development agreement under the authority granted by the Laws of the State of Washington, RCW 36.70B.170, as amended, regarding the development and use of the Property, in order to facilitate the timely and orderly completion of the Project; and

K. The City Council voted on June 5, 2006, to approve Resolution No. 1374, directing the City Manager to execute this Agreement; and

L. The City and The District desire to make this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Establishment of Development Standards. The following development standards shall govern the development and use of the Project and Property:

a. Maximum Impervious Surface Limits for the Property. The total percentage of the Property that can be covered by impervious surfaces (including buildings) shall be limited to 55% lot coverage subject to the following conditions:

(i) The Director of Development Services must approve a storm drainage report submitted by the District and prepared by a licensed civil engineer which assures the City that City infrastructure, in concert with the project design, is adequate to accommodate storm drainage from the Project, or identifies appropriate improvements to public and/or private infrastructure to assure this condition is met;

(ii) All stormwater discharged shall be mitigated consistent with the most recent Washington State Department of Ecology Stormwater Management Manual for Western Washington, including attenuation of flow and duration. Mitigation will be required for any and all new and replaced impervious surfaces. In designing such mitigation, the use of a continuous simulation hydrologic model such as KCRTS or WWHM shall be required; event based models will not be allowed;

(iii) Mitigation designs shall utilize flow control best management practices (BMP’s) and low impact development (LID) techniques to infiltrate, disperse and retain stormwater on site to mitigate the increased volume, flow and pollutant loading to the maximum extent feasible;

(iv) The impervious surface increase will only be allowed on those portions of the Property having a slope of less than 15%; and

(v) The maximum impervious surface may be increased by an additional 5%, up to a maximum of 60%, if the District applies for and is granted a deviation consistent with Mercer Island City Code (MICC) 19.02.020(D)(3).
b. The development regulations set forth in all other provisions of the MICC as of the date a completed building permit application is submitted to the City (collectively, "Development Standards").

2. Development Period. The Development Standards, insofar as they affect the Property and are specifically applicable to the Project, shall remain unchanged and apply in full force and effect for development of the Property for a period of five (5) years commencing on the effective date of this Agreement and terminating five (5) years thereafter ("Development Period"). During the Development Period, the District shall have the right to obtain approvals and permits and develop the Property in accordance with the Development Standards.

3. Termination. This Agreement will automatically terminate at the end of the Development Period or the District may terminate this Agreement by thirty (30) days notice to the City.

4. Successors in Interest. This Agreement shall be recorded in the real property records of King County, Washington. The agreements and covenants herein shall attach to and run with the Property and be binding upon and inure to the benefit to the parties and their heirs, successors, and assigns.

5. Amendment. This Agreement may be amended by the written agreement of the District and approval of the Mercer Island City Council by ordinance.

6. No Precedent. The conditions contained in this Agreement are based upon the unique circumstances applicable to the Property, and this Agreement is not intended to establish a precedent for permit or other approvals and/or development agreements relating to other properties in the City.

7. Indemnification. The District shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the City entering into or performing under this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

8. Enforcement. Either party may institute and prosecute a proceeding for specific performance of this Agreement or for any other remedy provided by law.

9. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

10. Effective Date and Term. The effective date of this Agreement is June 5, 2006. The term of this Agreement shall continue for a period of five (5) years following its effective date.
EFFECTIVE as of the date set forth above.

THE DISTRICT: THE MERCER ISLAND SCHOOL DISTRICT, a school district of the State of Washington

By ____________________________

Its Superintendent

Date: 5/25/06

CITY: CITY OF MERCER ISLAND, a political subdivision of the State of Washington

__________________________________________

Richard M. Conrad
City Manager

Date: 10/2/06

ATTEST:

__________________________________________

Allison Spiezt, City Clerk

APPROVED AS TO FORM:

__________________________________________

Londi K. Lindell, City Attorney
STATE OF WASHINGTON

COUNTY OF KING

On this 25th day of May, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Angela Dickman, to me known to be the Superintendent of THE MERCER ISLAND SCHOOL DISTRICT, a school district of the State of Washington, the school district that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

\[Signature\]
NOTARY PUBLIC in and for the State of Washington, residing at \[Address\]
My commission expires \[Date\]
Print Name \[Name\]

STATE OF WASHINGTON

COUNTY OF KING

On this 2nd day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard M. Conrad to me known to be the City Manager of the City of Mercer Island, Washington, the city that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

\[Signature\]
NOTARY PUBLIC in and for the State of Washington, residing at Federal Way
My commission expires 1-31-2010
Print Name Eileen Robinson

EXHIBITS:
A  -  Description of the Property

L:\SCHOOL DISTRICT\High School Development Agreement2.doc

City and District Development Agreement - 5
EXHIBIT A

Description of the Property

The West 240.00 feet of the South 30.00 feet of Tax Lot 9006 described as the NE ¼ of the NW ¼ of the NW ¼ of Section 18, Township 24 North, Range 5 East, W.M., less county roads; TOGETHER WITH the North 250.00 feet of the West 240.00 feet of Tax Lot 9005 described as the S ½ of the NE ¼ of the NW ¼ AND ALSO the SE ¼ of the NW ¼ of the NW ¼ of Section 18, Township 24 North, Range 5 East, W.M., less county roads.