



U.S. TITLE SOLUTIONS

100 Corporate Drive, Suite 305, Lebanon, NJ 08833
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REPORT OF TITLE
Full 20 Year Title Report
U.S. Title Solutions File No. UST71382
Reference No. SESEA00387B
Site Name: SESEA00387B

Prepared For: Dish - 5G Deployment
9601 South Meridian Boulevard
Englewood, CO 80012

Premises: 9100 SE 42nd Street, Mercer Island, WA 98040

Parcel: 182405-9005

County: King

REPORT POWERED BY LAND-IT™

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT :** May 26, 2022

2. **SCOPE OF SEARCH:** Beginning **May 04, 2002** and extending through **May 04, 2022**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.

3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

Fee Simple

4. **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

School District No. 400

5. **SOURCE OF TITLE :**

Warranty Deed made by Otis L. White and Erma L. White, his wife, **Dated** November 20, 1959, **Recorded** December 15, 1959, in [Instrument No: 5112758](#).

Warranty Deed made by Benjamin C. Muzzey and Nancy D. Muzzey, his wife, **Dated** November 19, 1959, **Recorded** November 27, 1959, in [Instrument No: 5107136](#).

Deed made by E. M. Greenwood and Winifred W. Greenwood, hwf, **Recorded** August 03, 1946, in [Instrument No: 3594642](#).

6. **PROPERTY IS IDENTIFIED AS FOLLOWS :**

Parcel ID : [182405-9005](#)
Tax Year : 2022
Status : Exempt

7. **THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II ATTACHED HERETO**

U.S. TITLE SOLUTIONS
File No. UST71382 Reference No. SESEA00387B

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

LOT 1 OF CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NO. SUB 15-014
RECORDED SEPTMENBER 11, 2015 UNDER RECORDING NO. 20150911900004,
RECORDS OF KING COUNTY, WASHINGTON.

REPORT OF TITLE
SCHEDULE - III

The items set forth herein are intended to provide you with notice of matters affecting title to the land described in Schedule - II of this Report. Any statement of facts or matters which an accurate survey of the land would disclose, rights of tenants or parties in possession under unrecorded leases and easements or claims of easements not shown by the public record are not included in this report. No liability is assumed for items not indexed or mis-indexed in the County Records.

1. MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

- 3.1 Development Agreement by Mercer Island School District and City of Mercer Island, **Recorded** November 06, 2006, in [Instrument No: 20061106002526](#).

Notes: Please see the following associated documents:

1. First Amendment to Development Agreement in [Instrument No: 20080409001088](#).
2. Correction to Development Agreement in [Instrument No: 20080409001195](#).
3. Correction to First Amendment to Development Agreement in [Instrument No: 20080409001196](#).
4. Second Amendment to Development Agreement in [Instrument No: 20090406000383](#).
5. Third Amendment to Development Agreement in [Instrument No: 20140929001002](#).

4. EASEMENTS AND RIGHTS OF WAY

- 4.1 Easement by Mercer Island School District No. 400 to City of Mercer Island, **Dated** March 07, 2017, **Recorded** March 08, 2017, in [Instrument No: 20170308000260](#).

Notes: Permanent Easement for Utilities

- 4.2 Agreement by City of Mercer Island to Mercer Island School District No. 400, **Recorded** February 23, 2016, in [Instrument No: 20160223000193](#).

Notes: Encroachment License Agreement

U.S. TITLE SOLUTIONS
File No. UST71382 Reference No. SESEA00387B

REPORT OF TITLE
SCHEDULE - III

- 4.3 Easement by Mercer Island School District No. 400 to City of Mercer Island, **Recorded** February 23, 2016, in [Instrument No: 20160223000192](#).
- Notes:** Permanent Easement for sidewalk
- 4.4 Agreement by City of Mercer Island to Mercer Island School District No. 400, **Recorded** December 26, 2013, in [Instrument No: 20131226000033](#).
- Notes:** Encroachment License Agreement
- 4.5 Easement by Mercer Island School District No. 400 to Puget Sound Energy, Inc., **Dated** August 03, 2009, **Recorded** September 21, 2009, in [Instrument No: 20090921000244](#).
- Notes:** Utility Easement
- 4.6 Easement by Mercer Island School District 400 to Qwest Corporation, **Dated** June 16, 2009, **Recorded** June 24, 2009, in [Instrument No: 20090624000434](#).
- Notes:** Telecommunications Easement
- 4.7 Agreement by Michael D. Ziara **Dated** March 22, 2000, **Recorded** May 08, 2000, in [Instrument No: 20000508001369](#).
- Notes:** Agreement to Remove and Replace Encroachments Within Public Right-of-Way
- 4.8 Agreement by Michael D. Ziara **Dated** March 22, 2000, **Recorded** May 08, 2000, in [Instrument No: 20000508001161](#).
- Notes:** Agreement to Remove and Replace Encroachments Within Public Right-of-Way
- 4.9 Easement by Mercer Island School District to City of Mercer Island, **Dated** February 02, 1999, **Recorded** February 09, 1999, in [Instrument No: 9902090936](#).
- Notes:** Public Utility Easement
- 4.10 Easement by Mercer Island School District No. 400 to Puget Sound Power & Light Company, **Dated** September 08, 1977, **Recorded** September 16, 1977, in [Instrument No: 7709160640](#).
- Notes:** Utility Easement

U.S. TITLE SOLUTIONS
File No. UST71382 Reference No. SESEA00387B

REPORT OF TITLE
SCHEDULE - III

4.11 Easement by Howard E. Stansbury and Robert W. Wiley, President and Secretary of the Board of Directors of the municipal corporation, Mercer Island School District #400 to Mercer Island Sewer District, **Dated** July 09, 1959, **Recorded** August 04, 1959, in [Instrument No: 5064119](#).

Notes: Easement for sewer purposes

5. OTHER RECORDED DOCUMENTS

5.1 Mercer Island High School Lot Line Adjustment **Recorded** September 11, 2015, in [Book 330, Page 56](#).

5.2 Mercer Island High School Lot Line Adjustment **Recorded** September 11, 2015, in [Instrument No: 20150911900004](#).

5.3 Indemnification and Hold Harmless Agreement between City of Mercer Island and Mercer Island School District No. 400, **Dated** July 17, 2013, **Recorded** September 04, 2013, in [Instrument No: 20130904001423](#).

5.4 ALTA/ACSM Land Title Survey **Recorded** September 29, 2010, in [Instrument No: 20100929900009](#).

5.5 Mercer Island High School Lot Line Adjustment **Recorded** May 06, 2009, in [Instrument No: 20090506900003](#).

5.6 Intergovernmental Property Agreement between Mercer Island School District No. 400 and The City of Mercer Island, **Dated** March 28, 1985, **Recorded** May 21, 1985, in [Instrument No: 8505210710](#).

5.7 Intergovernmental Property Agreement between Mercer Island School District No. 400 and The City of Mercer Island, **Dated** March 28, 1985, **Recorded** April 24, 1985, in [Instrument No: 8504240656](#).

6. OTHER UNRECORDED DOCUMENTS

6.1 [Property Card](#)

6.2 [Assessor's Map](#)

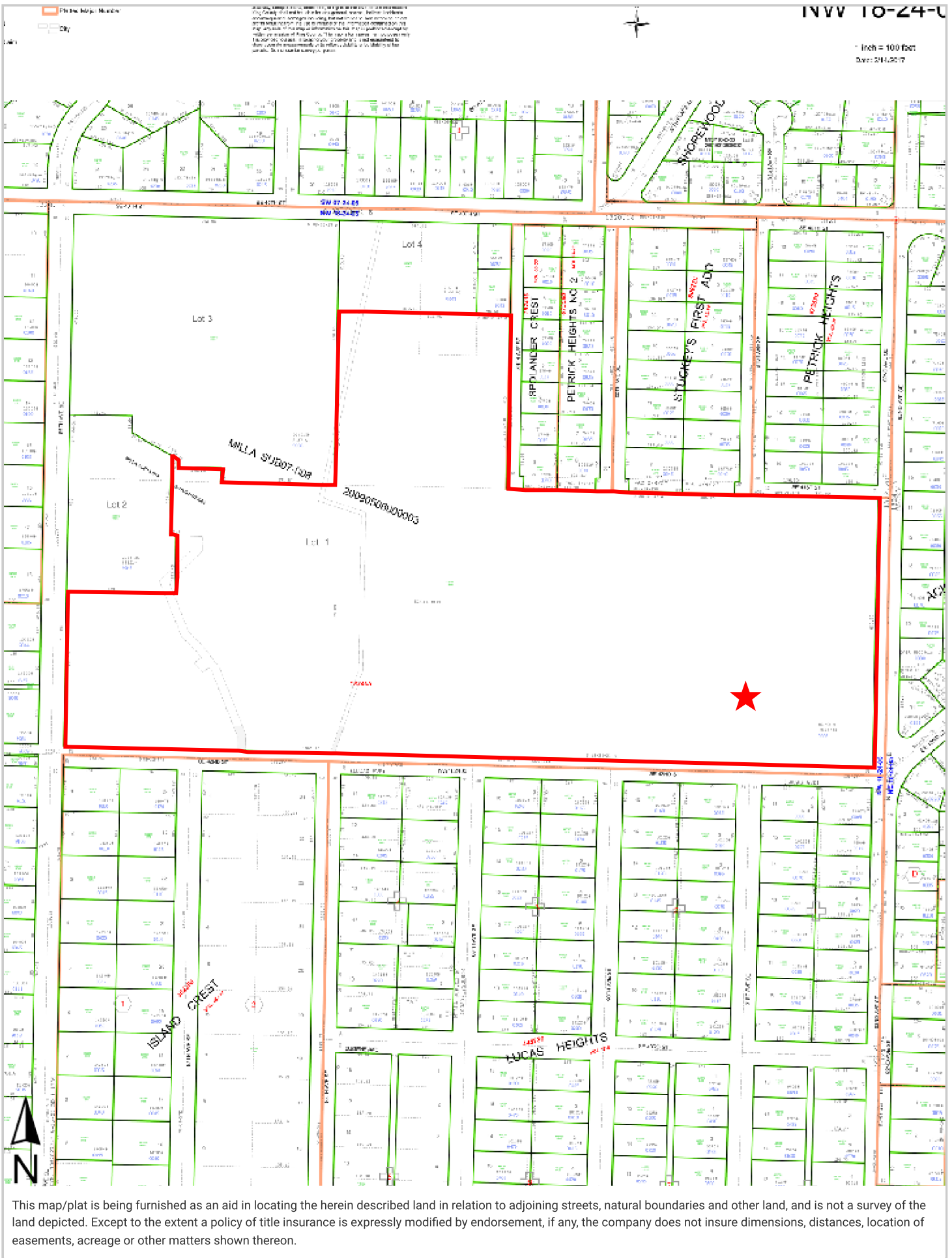
REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1. Warranty Deed made by Otis L. White and Erma L. White, his wife to Mercer Island School District No. 400, **Dated** November 20, 1959, **Recorded** December 15, 1959, in [Instrument No: 5112758](#).

2. Warranty Deed made by Benjamin C. Muzzey and Nancy D. Muzzey, his wife to Mercer Island School District No. 400, **Dated** November 19, 1959, **Recorded** November 27, 1959, in [Instrument No: 5107136](#).

3. Deed made by E. M. Greenwood and Winifred W. Greenwood, hwf to School District No. 400 , **Recorded** August 03, 1946, in [Instrument No: 3594642](#).



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

King County Department of Assessments

Setting values, serving the community, and promoting fairness and equity.

You're in: Assessor >> Look up Property Info >> eReal Property

Department of Assessments

201 South Jackson Street, Room 708 Seattle, WA 98104

Office Hours: Mon - Fri 8:30 a.m. to 4:30 p.m.

TEL: 206-296-7300 FAX: 206-296-5107 TTY: 206-296-7888

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PARCEL

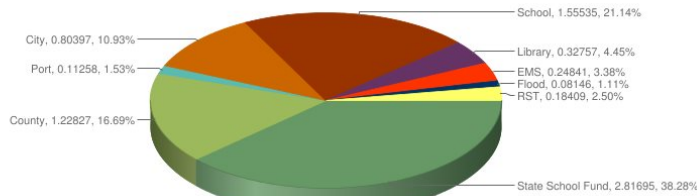
Parcel Number	182405-9005
Name	MERCER ISLAND SCH DIST 400
Site Address	9100 SE 42ND ST 98040
Legal	LOT 1 MERCER ISLAND LLA SUB15-014 REC #20150911900004 SD LLA DAF- LOTS 1 & 2 MI LLR #SUB07-008 REC #20090506900003 BEING POR N 1/2 OF NW 1/4

BUILDING 1

Year Built	1955
Building Net Square Footage	206500
Construction Class	MASONRY
Building Quality	GOOD/EXCELLENT
Lot Size	1346221
Present Use	School(Public)
Views	No
Waterfront	

TOTAL LEVY RATE DISTRIBUTION

Tax Year: 2022 Levy Code: 1031 Total Levy Rate: \$7.35865 Total Senior Rate: \$4.31001



49.66% Voter Approved

[Click here to see levy distribution comparison by year.](#)

TAX ROLL HISTORY

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Appraised Imps Increase (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2021	2022	22,885,700	27,490,000	50,375,700	0	0	0	0
2020	2021	21,539,500	27,819,800	49,359,300	0	0	0	0
2019	2020	18,847,000	28,890,000	47,737,000	0	0	0	0
2018	2019	16,154,600	28,452,700	44,607,300	0	0	0	0
2017	2018	14,808,400	27,664,100	42,472,500	0	0	0	0
2015	2016	13,446,600	29,188,800	42,635,400	0	0	0	0
2014	2015	13,446,600	29,188,800	42,635,400	0	0	0	0
2013	2014	13,446,600	29,188,800	42,635,400	0	0	0	0
2012	2013	13,446,600	29,093,300	42,539,900	0	0	0	0
2011	2012	13,446,600	29,689,400	43,136,000	0	0	0	0
2010	2011	9,412,600	27,747,600	37,160,200	0	0	0	0
2009	2010	9,412,600	28,853,700	38,266,300	0	0	0	0
2008	2009	10,342,600	28,746,400	39,089,000	0	0	0	0
2007	2008	5,959,000	28,087,500	34,046,500	0	0	0	0
2006	2007	5,895,000	25,889,100	31,784,100	0	0	0	0
2005	2006	5,240,000	24,894,800	30,134,800	0	0	0	0
2004	2005	4,585,000	23,840,800	28,425,800	0	0	0	0
2003	2004	3,930,000	22,922,700	26,852,700	0	0	0	0

Reference Links:

- [King County Taxing Districts Codes and Levies \(.PDF\)](#)
- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue \(External link\)](#)
- [Washington State Board of Tax Appeals \(External link\)](#)
- [Board of Appeals/Equalization](#)
- [Districts Report](#)
- [iMap](#)
- [Recorder's Office](#)

Scanned images of surveys and other map documents

ADVERTISEMENT

2002	2003	3,930,000	22,757,700	26,687,700	0	0	0	0
2001	2002	3,930,000	23,417,700	27,347,700	0	0	0	0
2000	2001	2,600,000	22,997,300	25,597,300	0	0	0	0
1999	2000	2,383,600	22,712,700	25,096,300	15,532,400	0	0	0
1997	1998	0	0	0	0	2,383,600	7,409,800	9,793,400
1996	1997	0	0	0	0	2,383,600	7,409,800	9,793,400
1994	1995	0	0	0	0	2,383,600	7,409,800	9,793,400
1992	1993	0	0	0	0	2,383,600	7,409,800	9,793,400
1990	1991	0	0	0	0	1,641,600	7,409,800	9,051,400
1989	1990	0	0	0	0	1,641,600	4,469,500	6,111,100
1988	1989	0	0	0	0	1,641,600	4,973,000	6,614,600
1986	1987	0	0	0	0	1,368,000	4,973,000	6,341,000
1984	1985	0	0	0	0	1,291,300	5,811,800	7,103,100
1982	1983	0	0	0	0	1,094,400	4,925,300	6,019,700

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Updated: June 24, 2021

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- Employee directory
- Subscribe to alerts



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PROPERTY TAXES

Results - 1

Tax payer name: MERCER ISLAND SCH DIST 400

712777

Tax account number: 182405900503

Parcel number: 1824059005
Tax account status: This account is active.

Mailing address on file:

4160 86TH AVE SE
 MERCER ISLAND WA 98040

Billing Details

NO TAXES ARE DUE AT THIS TIME.

Tax Year Details

Tax year details

Tax Information	2022	2021	2020	2019
Levy code	1031	1031	1031	1031
Status	Exempt	Exempt	Exempt	Exempt
Omit year	0000	0000	0000	0000
Land value	\$0	\$0	\$0	\$0
Improvement value	\$0	\$0	\$0	\$0
Charges				

Tax Information	2022	2021	2020	2019
Tax	\$0.00	\$0.00	\$0.00	\$0.00
Noxious Weed	\$17.06	\$17.06	\$17.06	\$17.06
Conservation	\$12.27	\$11.98	\$11.72	\$9.25
Total billed	\$29.33	\$29.04	\$28.78	\$26.31
Amount paid	\$29.33	\$29.04	\$28.78	\$26.31
<i>Interest</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Penalty</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
Balance	\$0.00	\$0.00	\$0.00	\$0.00

Receipts -

Date	Receipt	Amount	Penalty/Interest Paid
03/08/2022	412484	\$29.33	\$0.00
05/19/2021	326874	\$29.04	\$0.00
03/17/2020	116844	\$28.78	\$0.00
03/13/2019	236306	\$26.31	\$0.00

2022 Tax / Fee Distribution +

Distribution information	Dollars	Percent *
State School Part One	\$0.00	0.0%
State School Two - McCleary	\$0.00	0.0%
Local School	\$0.00	0.0%
County	\$0.00	0.0%
City	\$0.00	0.0%
Road	\$0.00	0.0%
Port	\$0.00	0.0%
Sound Transit	\$0.00	0.0%

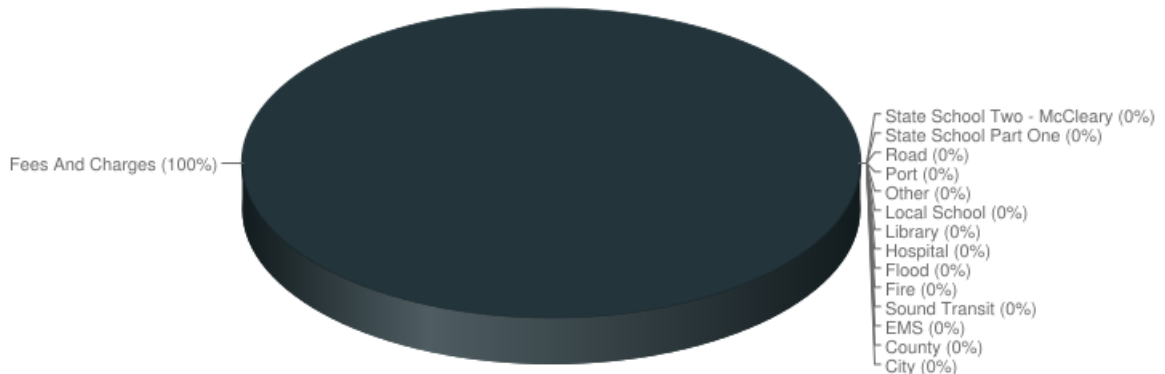
Distribution information	Dollars	Percent *
Fire	\$0.00	0.0%
Hospital	\$0.00	0.0%
Flood	\$0.00	0.0%
Library	\$0.00	0.0%
EMS	\$0.00	0.0%
Other	\$0.00	0.0%
Fees And Charges	\$29.33	100.0%

*** Percents are rounded**

2022 Tax / Fee Distribution Chart



Current Year Property Tax Distribution



Tax statement



To request a tax statement, click the **Request tax statement** button below. The statement will be mailed to the address on file within 10 working days.

If the name or mailing address on your statement is incorrect, visit the Property Tax FAQ - General/Statements and scroll down to the section titled, [How do I change my mailing address or the name on my statement?](#)

King County Treasury Operations

King Street Center
201 South Jackson Street #710
Seattle, WA 98104

Hours: Monday-Friday, 8:30 a.m. to 4:30 p.m. PST



TTY Relay: 711

Customer Service

Property Tax Information and Customer Service
206-263-2890
PropertyTax.CustomerService@kingcounty.gov

Maintenance Assessment Management Systems Local Improvement Districts
206-263-1893
mams.lid@kingcounty.gov

Mobile Homes/Commercial Personal Property
206-263-2844
Treasury.PersonalProperty@kingcounty.gov

Tax Foreclosures
206-263-2649
TaxForeclosures@kingcounty.gov

606900 5112758

Statutory Warranty Deed

WTI Escrow No. 60874-D

FILED FOR RECORD AT REQUEST OF SEATTLE TITLE COMPANY, 719 SECOND AVE. SEATTLE 4, WASHINGTON

606900 WASHINGTON TITLE INSURANCE COMPANY SEATTLE, WASHINGTON

Mail to Send Tax Statement to

FORM L58

Statutory Warranty Deed

THE GRANTOR s, OTIS L. WHITE and ERMA L. WHITE, his wife,

for and in consideration of TEN and No/100 (\$10.00) Dollars, in hand paid, conveys and warrants to MERCER ISLAND SCHOOL DISTRICT NO. 400,

the following described real estate, situated in the County of King, State of

The north 345 feet of the east 135 feet of the west half of the northwest quarter of the northeast quarter of the northwest quarter of section 18, township 24 north, range 5 east, W.M., in King County, Washington, EXCEPT the north 30 feet thereof conveyed to King County for road by deed recorded under Auditor's File No. 2879229.

New in state New Feb 14. 30



Dated this 20th day of November, 1959

X Otis L White (SEAL) X Erma L White (SEAL)

STATE OF WASHINGTON, ss. County of KING

On this day personally appeared before me OTIS L. WHITE and ERMA L. WHITE to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of December, 1959 Notary Public in and for the State of Washington, residing at Mercer Island

5107136

Statutory Warranty Deed

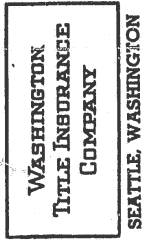
RECORDED
VOL OF
PAGE REQUEST OF

1959 NOV 27 PM 3 20

ROBERT A. MORRIS AUDITOR
KING COUNTY WASH.
DEPUTY

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
719 SECOND AVE.
SEATTLE 4, WASHINGTON

609915



Mail to

Send Tax Statement to

FORM L58

Statutory Warranty Deed

THE GRANTORS BENJAMIN C. MUZZEY and NANCY D. MUZZEY, his wife,

for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration

in hand paid, conveys and warrants to MERCER ISLAND SCHOOL DISTRICT NO. 400

the following described real estate, situated in the County of King, State of Washington:

West half of northwest quarter of northeast quarter of northwest quarter, Section 18, Township 24 north, range 5 East, W.M.; EXCEPT north 345 feet of east 135 feet thereof, and EXCEPT north 30 feet conveyed to King County for road by deed recorded under auditor's file No. 2879229; ALSO the south 415 feet of west 80 feet of east half of northwest quarter of northeast quarter of northwest quarter of said section 18, township 24 north, range 5, East, W.M.

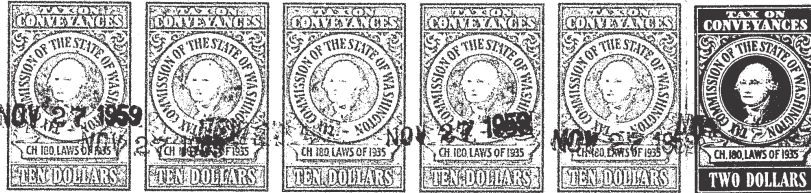
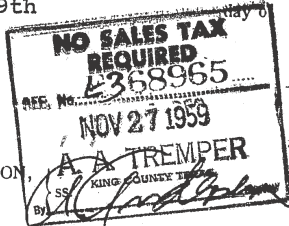


Plate # 53



Dated this 19th day of November, 1959.



Benjamin C. Muzzey (SEAL)
Nancy D. Muzzey (SEAL)

STATE OF WASHINGTON
County of King

On this day personally appeared before me BENJAMIN C. MUZZEY and NANCY D. MUZZEY to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of November, 1959.

Mary Grace Anderson
Notary Public in and for the State of Washington,
residing at Marysville

NOV 27 1959

Montana

D Aug 3 1946

3594642

D
2508
599

Jun 27 46 \$10 \$22 irs \$20 st

E. M. Greenwood and Winifred W. Greenwood, hwf
to School District No. 400, kow

Fp cy and war to sp the fl des re sit kow

The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
sec 18 twp 24 nr 5 ewm Expt co roads loc on Mercer Island kow

E. M. Greenwood
Winifred W. Greenwood

kow Jun 27 _____ by E. M. Greenwood and Winifred W. Greenwood, hwf bf
Emma Henry np for the sw res at s ns Jan 4 48 (ml Lowell A. Kuebler
Seattle 1st Nat Bnk)

D Aug 3 1946

3594642

D

5064119

EASEMENT FOR SEWER

The undersigned, Grantors, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, by these presents bargain, sell, transfer and convey unto MERCER ISLAND SEWER DISTRICT, a municipal corporation of the State of Washington, Grantee, an easement over, across, along and under the following described property situated in King County, State of Washington, to-wit:

Tax Lot 6 Section 18, Township 24 North, Range 5 East:
Defined as follows: Northeast 1/4 of Northwest 1/4 of Northwest 1/4

Tax Lot 5 Section 18, Township 24 North, Range 5 East:
Defined as follows: South one-half of Northeast 1/4 of Northwest 1/4 and Southeast 1/4 of Northwest 1/4 of Northwest 1/4

within which is included the following described strip ten (10) feet either side of a center line located on said property as follows:

Beginning on North Boundry of Southeast 42nd Street and 8 feet East of centerline of 88th Avenue Southeast extended North; thence Northeasterly to a point which is 197.3 feet North of North Boundry of Southeast 42nd Street and 71.3 feet East of centerline of 88th Avenue Southeast extended North; thence North and parallel with centerline of 88th Avenue Southeast extended North to a point 573.3 feet North of North Boundry of Southeast 42nd Street; thence Northwest to a point 603.7 feet North of the North Boundry of Southeast 42nd Street and 30.4 feet West of the centerline of 88th Avenue Southeast extended North; thence North to the South Boundry of Southeast 40th Street and 98.4 feet East of centerline of 88th Avenue Southeast extended South. All in Section 18-24-5

for the purpose of installing, constructing, maintaining, operating, requiring and replacing the sewer pipe line or lines and all necessary connections and appurtenances hereto, together with the right of ingress and egress to, from and across said described property for the foregoing

2 sheets

AUG 4 - 1959

5064119

purposes, provided that upon completion of the construction and installation of said sewer pipe line or lines, said easement shall cease and determine except as to a strip five (5) feet either side of said center line and provided further that in the original installation of such pipe line or lines, Grantee shall immediately after such installation restore said premises to their original condition as near as may be.

Howard E. Stansbury
Robert W. Wiley

STATE OF WASHINGTON }
COUNTY OF KING } SS

On this 9th day of July, 1959, before me personally appeared HOWARD E. STANSBURY - President and ROBERT W. WILEY - Secretary, to me known to be the President and Secretary, of the Board of Directors of the municipal corporation, Mercer Island School District #400, that executed the within and 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 they were authorized to execute said instrument.

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

Calitta Blank
Notary Public in and for the
State of Washington, residing
at Mercer Island, Washington

RECORDED
INDEXED
- 2 -

FILED FOR RECORD IN WASHINGTON
JUL 10 1959
COUNTY OF KING

AUG 4 - 1959

SEP-16-77 100126 7709160640 LST D RF 3.00

#788.30 5-70

EASEMENT

617.1
cont

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, MERCER ISLAND

SCHOOL DISTRICT NO. 400

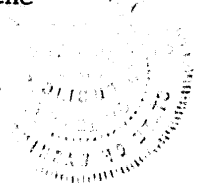
("Grantor" herein), hereby grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, across and under the following described real property (the "Property" herein) in King County, Washington:

The South 1/2 of the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 24 North, Range 5 East, W.M., Except County Roads.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

The centerline of Grantee's facilities as presently constructed or to be constructed upon the above described Property.



1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

- a. Overhead facilities. Poles and/or towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; communication and signal lines; transformers.
- b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.

Following the initial construction of its facilities, Grantee may from time to time construct such additional lines and other facilities as it may require.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. Cutting of Trees. Grantee shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the Property which, in falling, could, in Grantee's reasonable judgment, be a hazard to Grantee's facilities.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for damages suffered by any person which may be caused by Grantee's exercise of the rights herein granted, provided, that Grantee shall not be responsible to Grantor for any damages resulting from injuries to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

WS 15/05
RL 44/54
See 18-24-5

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DIVISION
P. O. BOX 868
REILLEVUE, WASHINGTON 98009
ATTENTION: ERIS L. BAKER

1% EXCISE TAX NOT REQUIRED
King Co. Records Division
By [Signature], Deputy

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 8th day of September, 1977.

7709160640

RECORDED KC RECORDS

SEP 16 11 00 AM '77

GRANTOR
MERCER ISLAND
SCHOOL DISTRICT NO. 400

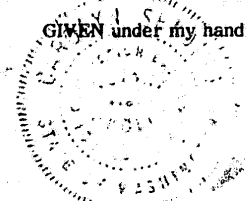
By Robert B. Shipp

By Craig Currie

STATE OF WASHINGTON }
COUNTY OF King } SS

On this day personally appeared before me Robert Shipp & Craig Currie to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of September, 1977.



Carolyn Spading
Notary Public in and for the State of Washington,
residing at Mercer Island

STATE OF WASHINGTON }
COUNTY OF } SS

On this _____ day of _____, 19____, before me, the undersigned, personally appeared _____ and _____

to me known to be the _____ and _____, respectively, of _____

_____ the corporation that executed the foregoing instrument, and acknowledged the 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 _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

City of Mercer Island
9611 S.E. 36th St.
Mercer Island, Washington 98040

PUBLIC UTILITY EASEMENT

GRANTORS, Mercer Island School District owners of the following described property:

Tax Lot Numbers 5,6, & 45 in the Northwest quarter of Section 18 Township 24 Range 5E, W.M. more specifically described as:

South one-half of North-east quarter of North-west quarter also South-East quarter of North-West quarter of North-West quarter of said Section less county Road

Together with the North-east quarter of the North-west quarter of the North-west quarter of said Section less County Road

Together with the west one-half of the North-west quarter of the North-east quarter of the North-west quarter less the North 345 feet of the East 135 feet and less County Road; also the South 415 feet of the West 80 feet of the East one-half of the North-west quarter of the North-east quarter of the North-west quarter of said Section

King County Parcel Numbers 18245-9005, 18245-9006 and 18255-9045

for and in consideration of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to GRANTEE, CITY OF MERCER ISLAND, a municipal corporation, King County, Washington, an easement and right-of-way, over, across, along, through, and under the above described property situated in King county, Washington, described as follows:

Beginning at the monument at the intersection of S.E. 42nd Street and 86th Avenue S.E.; as defined under Record of Survey Auditors File No. 9607029010, records of King County Washington; Thence S88°-34'-27"E, 455.15'; Thence N0°-50'-57"E, 20.94' to the northerly right-of-way line of S.E. 42nd Street and the True Point of Beginning of a 20 foot waterline easement lying 10 feet on either side of the following described line: Starting at the True Point of Beginning; Thence N0°-48-58"E, 35.02'; Thence N21°-39'-01"W, 170.91'; Thence N38°-09'-40"W, 27.92' to Point "A"; Thence N38°-09'-40"W, 33.66'; Thence N44°-15'-09"W, 49.82'; Thence N21°-45'-09"W, 133.19'; Thence N45°-44'-51"E, 106.26' to Point "B" and the start of 30 waterline easement lying 15 feet on either side of the following described line; Thence N0°-10'-36"E, 35.00' and the end of the utility easement.

Together with a 30' wide utility easement lying 15 feet on either side of the following described line: Beginning at Point "A"; Thence S51°-59'-09"W, 30.00'.

for the purpose of constructing, installing, reconstruction, replacing, maintaining and operating public waterline and all necessary connections and appurtenances up to the water meter and detector check valve assemblies; together with the right of ingress thereto and egress therefrom for the foregoing purpose; and also granting to Grantee and to those acting under or for Grantee, the use of such additional area immediately adjacent to the above easement as shall be required for the construction or reconstruction and maintenance or repair of the utility systems, (such additional area to be held to a minimum necessary for the purpose) provided that after the completion of the work or any subsequent entry thereon, Grantee shall restore the premises as near as may be to its prior condition before such construction or entry.

EXCISE TAX NOT REQUIRED
King Co. Records Division

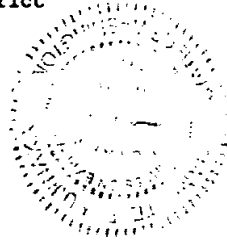
By S. Olsen, Deputy

9902090936

IN WITNESS WHEREOF, Grantors have hereunto set their hands this 2nd day of February, 1999.

[Signature]
Mercer Island School District

Mercer Island School District



STATE OF WASHINGTON)
) ss:
KING COUNTY)

On this 2nd day of February, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael Ziara and [Signature] to me known to be the individuals who are duly authorized to act on behalf of the Mercer Island School District described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Donette J. Fujimaki
Notary Public in and for
the State of Washington,
residing at Snohomish County

Expire : 3-20-99

9902090936

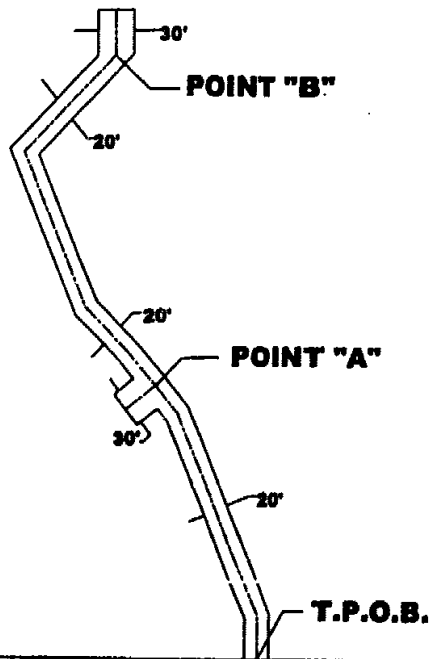
S.E. 40th ST.



9902090936

86th AVE. S.E.

S.E. 42nd ST.





MERCER ISLAND AG
PAGE 001 OF 004
05/08/2000 12:11
KING COUNTY, WA

Return Address:

MERCER ISLAND SCHOOL DISTRICT #400
ATTN: MICHAEL D. ZIARA
4160 86TH AVENUE
MERCER ISLAND WA 98040

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document <u>must</u> be filled in)	
1	AGREEMENT TO REMOVE AND REPLACE ENCROACHMENTS WITHIN
2	PUBLIC RIGHT OF WAY
3	
4	
Reference Number(s) of Documents assigned or released	
Additional reference #'s on page _____ of document	
Grantor(s) (Last name first, then first name and initials)	
1	CITY OF MERCER ISLAND
2	
3	
4	
<input type="checkbox"/> Additional names on page _____ of document	
Grantee(s) (Last name first, then first name and initials)	
1	MERCER ISLAND SCHOOL DISTRICT
2	
3	
4	
<input type="checkbox"/> Additional names on page _____ of document	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
<input type="checkbox"/> Additional legal is on page _____ of document	
Assessor's Property Tax Parcel/Account Number	
<input type="checkbox"/> Assessor Tax # not yet assigned	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein	

2000 050 8001161

AGREEMENT TO REMOVE AND REPLACE ENCROACHMENTS WITHIN
PUBLIC RIGHT-OF-WAY

WHEREAS: We, the undersigned owners of the following described property:

*MERCER ISLAND HIGH SCHOOL
9100 SE 42nd Street
Mercer Island, WA 98040*

do hereby acknowledge that private improvements have been constructed or will be constructed in the next _____ days within the public property described as

42nd Street, between 92nd & 87th Avenues

The encroaching improvements are described as follows: _____

See Attachment A

In consideration of being permitted by the City of Mercer Island to locate the aforementioned improvements within the public property, we do hereby agree that the improvements and their associated appurtenances shall be expeditiously demolished, removed and modified at the undersigned owners' expense, with work to be done in accordance with the requirements and conditions deemed necessary by the City Engineer or his at such time as the City finds that it is necessary to modify the use thereof or to place or replace public improvements within or near the area of the private improvements.

The demolition, removal and modification of the private improvements shall be completed within sixty (60) days of receipt of written notice from the City Engineer, except that only fourteen (14) days notice will be given for routine operations and maintenance of public improvements and no notice will be given for emergencies which require immediate repairs to public improvements. If the required work is not done in a timely fashion and/or if the work does not meet the requirements and conditions set forth or if there is an emergency, the City is authorized to do or to have the work done and the cost thereof including reasonable overhead and attorneys fees shall become a civil debt of the property owners and shall be a lien against the property. The property owner shall be responsible for the restoration, rebuilding and modification of the private improvements.

2000 050 8001161

Maintenance and repair of private improvements, and the future re-establishment of their location (in the case of buried lines), shall be the responsibility of the property owners.

The property owners agree to indemnify, hold harmless and defend the City, its employees, agents and assigns from and against all damages or inquiries to persons or property and all claims or lawsuits alleging injury or damage to persons or property as a result of the construction, location and removal of the private improvements as provided herein.

It is agreed that this agreement shall run with the land and shall be binding on the undersigned owners, their heirs, successors and assigns and all owners now or hereafter of the land described above.

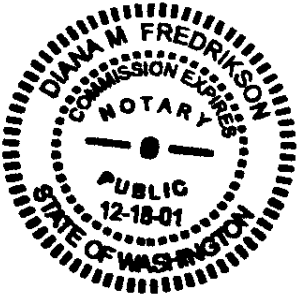
DATED this 22nd day of March, 2000

[Signature]

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day personally appeared before me Michael D. Ziara and _____ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of March, 2000



Diana M. Fredrikson
Notary Public in and for the State of Washington, residing at Occoquan WA

Recording fee of \$ _____ received from property owner.

2000 050 8801167

ATTACHMENT A

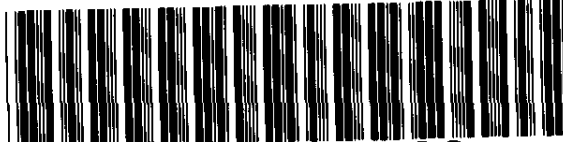
**AGREEMENT TO REMOVE AND REPLACE ENCROACHMENTS
WITHIN PUBLIC RIGHT-OF-WAY**

City of Mercer Island
Mercer Island School District

Location: Mercer Island High School
Site: 92nd Avenue, between 42nd and 41st Streets

The encroaching improvements are described as follows Approximately 15 large—2 man boulders have been placed slightly into the public right-of-way to prevent students and parents from parking or pulling off to drop off students

2000 050 8001161



20000508001369

MERCER ISLAND AG
PAGE 001 OF 004
05/08/2000 13:57
KING COUNTY, WA

11 00

Return Address:

MERCER ISLAND SCHOOL DISTRICT #400
ATTN: MICHAEL D. ZIARA
4160 86TH AVE SE
MERCER ISLAND WA 98040

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document must be filled in)

1 AGREEMENT TO REMOVE AND REPLACE ENCROACHMENTS WITHIN
2 PUBLIC RIGHT OF WAY
3
4

Reference Number(s) of Documents assigned or released

Additional reference #'s on page _____ of document

Grantor(s) (Last name first, then first name and initials)

1 CITY OF MERCER ISLAND
2
3
4

Additional names on page _____ of document

Grantee(s) (Last name first, then first name and initials)

1 MERCER ISLAND SCHOOL DISTRICT
2
3
4

Additional names on page _____ of document.

Legal description (abbreviated i.e. lot, block, plat or section, township, range)

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein

2000 050 8001369

AGREEMENT TO REMOVE AND REPLACE ENCROACHMENTS WITHIN
PUBLIC RIGHT-OF-WAY

WHEREAS: We, the undersigned owners of the following described property:

MERCER ISLAND HIGH SCHOOL
9100 SE 42nd Street
Mercer Island, WA 98040

do hereby acknowledge that private improvements have been constructed or will be constructed in the next _____ days within the public property described as

92nd Avenue SE, between 42nd + 41st streets.

The encroaching improvements are described as follows: _____

See Attachment A


In consideration of being permitted by the City of Mercer Island to locate the aforementioned improvements within the public property, we do hereby agree that the improvements and their associated appurtenances shall be expeditiously demolished, removed and modified at the undersigned owners' expense, with work to be done in accordance with the requirements and conditions deemed necessary by the City Engineer or his at such time as the City finds that it is necessary to modify the use thereof or to place or replace public improvements within or near the area of the private improvements.

The demolition, removal and modification of the private improvements shall be completed within sixty (60) days of receipt of written notice from the City Engineer, except that only fourteen (14) days notice will be given for routine operations and maintenance of public improvements and no notice will be given for emergencies which require immediate repairs to public improvements. If the required work is not done in a timely fashion and/or if the work does not meet the requirements and conditions set forth or if there is an emergency, the City is authorized to do or to have the work done and the cost thereof including reasonable overhead and attorneys fees shall become a civil debt of the property owners and shall be a lien against the property. The property owner shall be responsible for the restoration, rebuilding and modification of the private improvements.

Maintenance and repair of private improvements, and the future re-establishment of their location (in the case of buried lines), shall be the responsibility of the property owners.

The property owners agree to indemnify, hold harmless and defend the City, its employees, agents and assigns from and against all damages or inquiries to persons or property and all claims or lawsuits alleging injury or damage to persons or property as a result of the construction, location and removal of the private improvements as provided herein.

It is agreed that this agreement shall run with the land and shall be binding on the undersigned owners, their heirs, successors and assigns and all owners now or hereafter of the land described above.

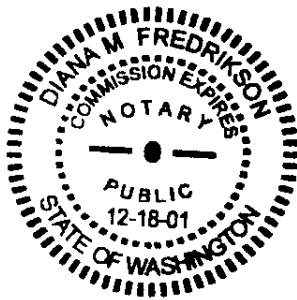
DATED this 22nd day of March, 19 2000


STATE OF WASHINGTON))
COUNTY OF KING)) SS

On this day personally appeared before me Michael D. Zagar

and _____ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of March, 19 2000



Diana M. Fredrickson
Notary Public in and for the State of Washington, residing at Coosquam WA

Recording fee of \$ _____ received from property owner.

2000 050 9601369

ATTACHMENT A

**AGREEMENT TO REMOVE AND REPLACE ENCROACHMENTS
WITHIN PUBLIC RIGHT-OF-WAY**

City of Mercer Island
Mercer Island School District

Location: Mercer Island High School
Site: 42nd Street, between 92nd & 87th Avenues

The encroaching improvements are described as follows The public right-of-way has been planted with trees and shrubs, and irrigation piping and heads have been installed as part of the High School irrigation system

2000 050 8001369

Return to:
 Qwest Corporation
 1550 Newport Way NW
 Issaquah, WA 98027



20090624000434

QWEST EAS 46.00
 PAGE 01 OF 005
 06/24/2009 09:55
 KING COUNTY, WA

RECORDING INFORMATION ABOVE

EASEMENT

The undersigned Grantor(s) **MERCER ISLAND SCHOOL DISTRICT 400** for and in consideration of MUTUAL BENEFITS and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto *Qwest Corporation*, a Colorado corporation, hereafter referred to as "Grantee", whose address is 1801 California St., Suite 5100, Denver, CO 80202, its permitted successors, assigns, lessees, licensees, and agents a non-exclusive perpetual easement to operate and maintain at Grantee's sole cost and expense, telecommunications facilities, from time to time, as Grantee may require, under and across the following described land situated in the County of *King*, State of *Washington*, which the Grantor owns or in which the Grantor has any interest, to wit:

*That portion of NW¼ SECTION 18, TOWNSHIP 24 North, RANGE 5 East, W.M.
 Tax Parcel # 182405-9005*

Qwest reference #: WAD61609DD01

See all EXHIBITS A, B and C ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor and Grantee further agree as follows:

The right of ingress and egress over and across the lands of Grantor to and from the above-described property **for the sole and limited purpose of using the easement area consistent with this easement** and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they are the fee simple owner of said land or in which Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

EXCISE TAX NOT REQUIRED
 King Co. Records
 By Lisa L. Oum Deputy

Any claim, controversy or dispute arising out of this Agreement shall be settled by an arbitrator mutually selected by the parties in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Dated this 16th day of June, 2009.

Grantee:
QWEST CORPORATION

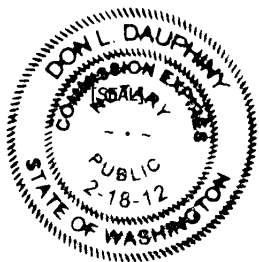
By: [Signature]
 Its SR. DESIGN ENGINEER

Grantor:
MERCER ISLAND SCHOOL DISTRICT 400

By: [Signature]
 Its Associate Superintendent

(Corporate Acknowledgment)

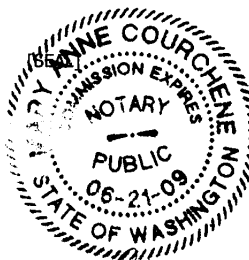
STATE OF WASHINGTON }
 COUNTY OF KING }ss
 The foregoing instrument was acknowledged
 before me this 16th day
 of JUNE, 2009,
 by PETER W. STOCKTON
 Senior Design Engineer of Qwest Corporation



[Signature]
 Notary Public
 My commission expires: 2-18-2012

(Corporate Acknowledgment)

STATE OF WASHINGTON }
 COUNTY King }ss
 The foregoing instrument was acknowledged
 before me this 16th day of
June, 2009,
 by [Signature]
 a Associate Superintendent
 of Mercer Island School District



[Signature]
 Notary Public
 My commission expires: 6-21-09

R/W#: WA061609DD01 Job #: H9WA022
 Exchange: Mercer Island County: King
 1/4 Section : NW 1/4 18 Township 24N Range 5 E

EXHIBIT "A"**LEGAL DESCRIPTION**

PENDING BLA - NEW LOT 2 LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE EAST LINE OF THE WEST 30 FEET BOTH OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST MARGIN OF 86TH AVENUE SOUTHEAST WITH THE NORTH MARGIN OF SOUTHEAST 42ND STREET; THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°04'34" EAST, ALONG SAID EAST LINE AND EAST MARGIN, 420.00 FEET; THENCE SOUTH 88°55'26" EAST 149.75 FEET; THENCE SOUTH 01°07'58" WEST 39.66 FEET; THENCE SOUTH 57°48'51" EAST 39.96 FEET; THENCE SOUTH 60°45'34" EAST 69.92 FEET; THENCE SOUTH 58°15'37" EAST 15.29 FEET; THENCE SOUTH 00°46'25" WEST 63.60 FEET; THENCE NORTH 88°46'16" WEST 10.14 FEET; THENCE SOUTH 01°40'44" WEST 115.90 FEET; THENCE SOUTH 88°43'50" EAST 11.30 FEET; THENCE SOUTH 01°04'34" WEST 139.40 FEET; THENCE NORTH 88°55'26" WEST 259.00 FEET TO THE SAID EAST MARGIN OF 86TH AVENUE SOUTHEAST AND THE POINT OF BEGINNING.

CONTAINING: 99,782 SQUARE FEET OR 2.290 ACRES OF LAND

SAID EASEMENT BEING A 10' WIDE STRIP OF LAND, AS PLACED, WITHIN THE SOUTHWEST PORTION OF THE ABOVE DESCRIBED PROPERTY. SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO RESERVATIONS, EASEMENTS AND RESTRICTIONS OF RECORD.

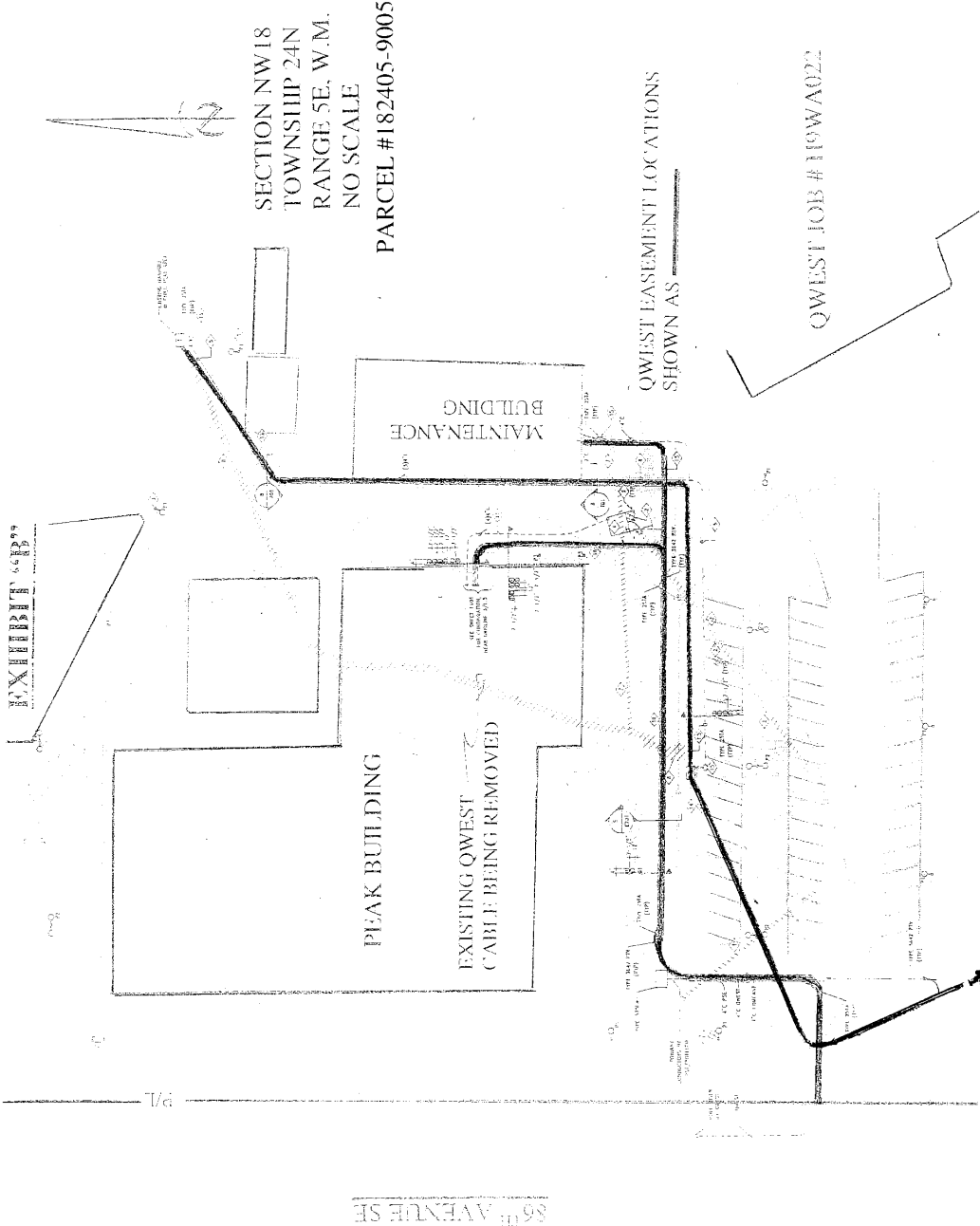


EXHIBIT "C"

Grantor and grantee further agree as follows:

Grantee shall perform the work in the easement area in a good, workman-like and lien-free manner.

Grantee shall not use or permit the use of any hazardous waste or other substance, including but not limited to, those that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the Federal Comprehensive Environmental Response, Compensation And Liability Act Of 1980, as amended, 42 U.S.C. Section 9601 et. seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et. seq.; Resource Conservation And Recovery Act, 42 U.S.C. Section 6901 et. seq., the Clean Water Act, 42 U.S.C. Section 1251 et. seq., the Washington Environmental Policy Act, RCW Ch. 43.21, the Washington Water Pollution Control Act, RCW Section 90.48.010 et. seq., the Washington Hazardous Waste Management Act, RCW Ch. 70.105, the Washington Model Toxics Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, rule or regulation, on or in the vicinity of the Property.



20090921000244

PUGET SOUND EN EAS 63.00
PAGE-001 OF 002
09/21/2009 09:12
KING COUNTY, WA

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: R/W Department (Z. Bergman)
P.O. Box 90868 / EST-06W
Bellevue, WA 98009

ORIGINAL**EASEMENT**

REFERENCE #: _____
GRANTOR: **Mercer Island School District No. 400**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Ptms of S 1/4 of N 1/4 of NW 1/4 of Sec. 18, Twn. 24 N., Rng. 5 E., KC, WA**
ASSESSOR'S PROPERTY TAX PARCEL: **182405-9005**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid,

Mercer Island School District No. 400, a Washington Municipal Corporation
("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation
("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along,
across, and through the following described real property ("Property" herein) in King County, Washington:

**THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF
THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 NORTH,
RANGE 5 EAST, W. M., EXCEPT COUNTY ROADS.**

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property
("Easement Area" herein) described as follows:
An Easement Area **ten (10)** feet in width having **five (5)** feet of such width on each side of a centerline described as
follows:

**THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED,
EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.**

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair,
replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale
of gas. Such system may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and
feeders for gas, fiber optic cable and other lines, cables and facilities for communications; semi-
buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any
and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct
such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement
Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate
Grantor for any damage to the Property caused by the exercise of such right of access by Grantee

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose
of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on
a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other
vegetation in the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any
purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain
any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of
Grantee's facilities without Grantee's prior written consent.

4. Restoration. By the recording of this easement the Grantee herein agrees to restore any area of the
subject property disturbed during exercise of the rights granted herein, to a condition as nearly as practicable to the
condition they were in immediately before the exercise of said rights.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a
result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require
Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the
negligence of others.

Mercer Island B & G Club
106225396 / 072434
Page 1 of 2

EXCISE TAX NOT REQUIRED

King Co Records

By , Deputy**Tiffany Frank**

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 3 day of August, 2009.

GRANTOR:

Mercer Island School District No. 400, a Washington Municipal Corporation

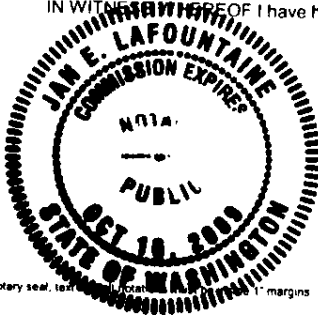
BY: Dean Mack

ITS: Executive Director

STATE OF WASHINGTON)
) SS
COUNTY OF King)

On this 3 day of August, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dean Mack to me known to be the person(s) who signed as Executive Director of **Mercer Island School District No. 400, a Washington Municipal Corporation**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary act and deed and the free and voluntary act and deed of said **Mercer Island School District No. 400** for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said **Mercer Island School District No. 400**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Jan E. LaFontaine
(Signature of Notary)

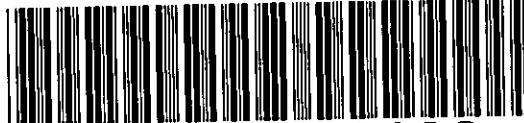
Jan E. LaFontaine
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Belleve, WA

My Appointment Expires: 10/18/09

Return Address:

City of Mercer Island
 Attn: City Attorney
 9611 SE 36th Street
 Mercer Island, WA 98040



20160223000192

HOLZNAGEL EAS 79.00
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 KING COUNTY, WA

EXCISE TAX NOT REQUIRED

King Co. Records Division
 By , Deputy

PERMANENT EASEMENT FOR SIDEWALK

Grantor: Mercer Island School District No. 400

Grantee: City of Mercer Island, a Washington municipal corporation

Property Legal Description (abbreviated): Lot 1 Mercer Island LLR#SUB07-008 REC #20090506900003 SD SP BEING POR N ½ OF NW ¼.

Full Legal on Exhibit A

Easement Legal Description on Exhibit B

Easement Area on Exhibit C

Assessor's Tax Parcel ID#: 1824059005

RECITALS

A. Mercer Island School District No. 400 is the owner of certain real property (the "Property") located in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The Grantor constructed sidewalks along SE 42nd Street and 92nd Ave. SE, Mercer Island, WA 98040. The City of Mercer Island, a Washington municipal corporation ("Grantee"), requires a portion of the Property in which to locate the public sidewalk.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants, conveys and warrants to the Grantee a perpetual, permanent sidewalk easement ("Easement") for public access, ingress and egress, under, across and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference and as depicted in Exhibit "C". Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon the Property to inspect, design, construct, reconstruct, repair and replace sidewalk, including, but not limited to, landscaping described in Section 19.09.030 of the Mercer Island City Code as it exists or as hereafter amended, or any other codes, rules or regulations applicable to public improvements, together with all necessary or convenient appurtenances thereto. If, however, the sidewalk is constructed with any product other than standard concrete as part of the Grantor's design or request, such as pavers or specialty pavement, then the cost of replacing a non-standard concrete sidewalk shall be borne by the Grantor. Following the initial construction of the improvements, Grantee may from time to time construct such additional improvements as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the improvements within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Access. Grantor also covenants and agrees that Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

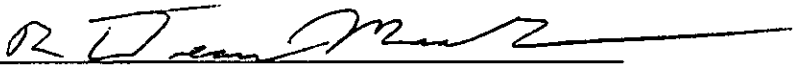
3. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction or unearth the sidewalk or endanger the lateral support to the sidewalk or other improvements within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

4. Indemnification. Grantor agrees to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantor or Grantor's agents or invitees within or with respect to the Easement.

5. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS _____ day of _____, 2016.

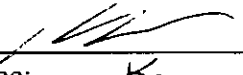
GRANTOR:


 Dean Mack
 Executive Director of Business Services and Human Resources
 Mercer Island School District No. 400

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this day personally appeared before me Dean Mack, to me known to be the Executive Director of Business Services and Human Resources with Mercer Island School District NO. 400, the District that executed the foregoing instrument, and acknowledged the 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 said instrument.

GIVEN my hand and official seal this 22 day of February, 2016.


 Notary Name: Karen Hubbert
 NOTARY PUBLIC in and for the State of Washington.
 My commission expires: 6.12.19

Karen Hubbert residing at King Co.
 My commission expires 6.12.19



EXHIBIT A**LEGAL DESCRIPTION OF SERVIENT PROPERTY**

Legal Description of Owner's Property:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE WEST LINE OF THE EAST 30 FEET BOTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTHEAST 42ND STREET WITH THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE NORTH 88°34'21" WEST, ALONG SAID NORTH LINE AND NORTH MARGIN OF SAID SOUTHEAST 42ND STREET, 1932.27 FEET TO THE EAST LINE OF THE WEST 30 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING ON THE EAST MARGIN OF 86TH AVENUE SOUTHEAST;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET;
THENCE SOUTH 88°55'26" EAST 259.00 FEET;
THENCE NORTH 01°04'34" EAST 139.40 FEET;
THENCE NORTH 88°43'50" WEST 11.30 FEET;
THENCE NORTH 01°40'44" EAST 115.90 FEET;
THENCE SOUTH 88°46'16" EAST 10.14 FEET;
THENCE NORTH 00°46'25" EAST 44.62 FEET;
THENCE SOUTH 88°43'50" EAST 105.20 FEET;
THENCE SOUTH 03°24'08" WEST 32.72 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE, 271.57 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE NORTH 01°03'36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 425.01 FEET TO THE NORTH LINE OF THE SOUTH 415 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE 411.96 FEET TO THE EAST LINE OF THE WEST 80 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH $01^{\circ}05'27''$ WEST, ALONG SAID EAST LINE 415.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH $88^{\circ}38'47''$ EAST, ALONG SAID NORTH LINE 886.26 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE SOUTH $01^{\circ}04'35''$ WEST, ALONG SAID WEST LINE AND WEST MARGIN 642.22 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**EASEMENT LEGAL DESCRIPTION**

That portion of Lot 1, City Mercer Island Lot Line Adjustment no. Sub 15-014, as recorded under recording number 20150911900004, in volume 330, pages 56 through 58, records of King County, Washington, described as follows:

Beginning at the southeast corner of said Lot 1;

Thence North 88°34'21" West along the south line of said Lot 1, 98.54 feet;

Thence North 00°37'38" East, 8.50 feet, to a point 8.5 feet north of the south line of Lot 1;

Thence, parallel with the south line of Lot 1, South 88°34'21" East, 94.33 feet;

Thence North 45°41'55" East, 4.66 feet, to a point 1.0 feet west of the east line of Lot 1;

Thence, parallel with the east line of Lot 1, North 01°04'35" East, 107.98 feet;

Thence North 30°26'343" East, 2.04 feet to the east line of said Lot 1;

Thence South 01°04'35" West, 121.61 feet to the point of beginning.

And

Beginning on the east line of said Lot 1, at a point 153.23 feet north of the southeast corner thereof;

Thence North 28°50'32" West, 2.00 feet, to a point 1.0 feet west of the east line of Lot 1;

Thence, parallel with the east line of Lot 1 North 01°04'35" East, 182.89 feet;

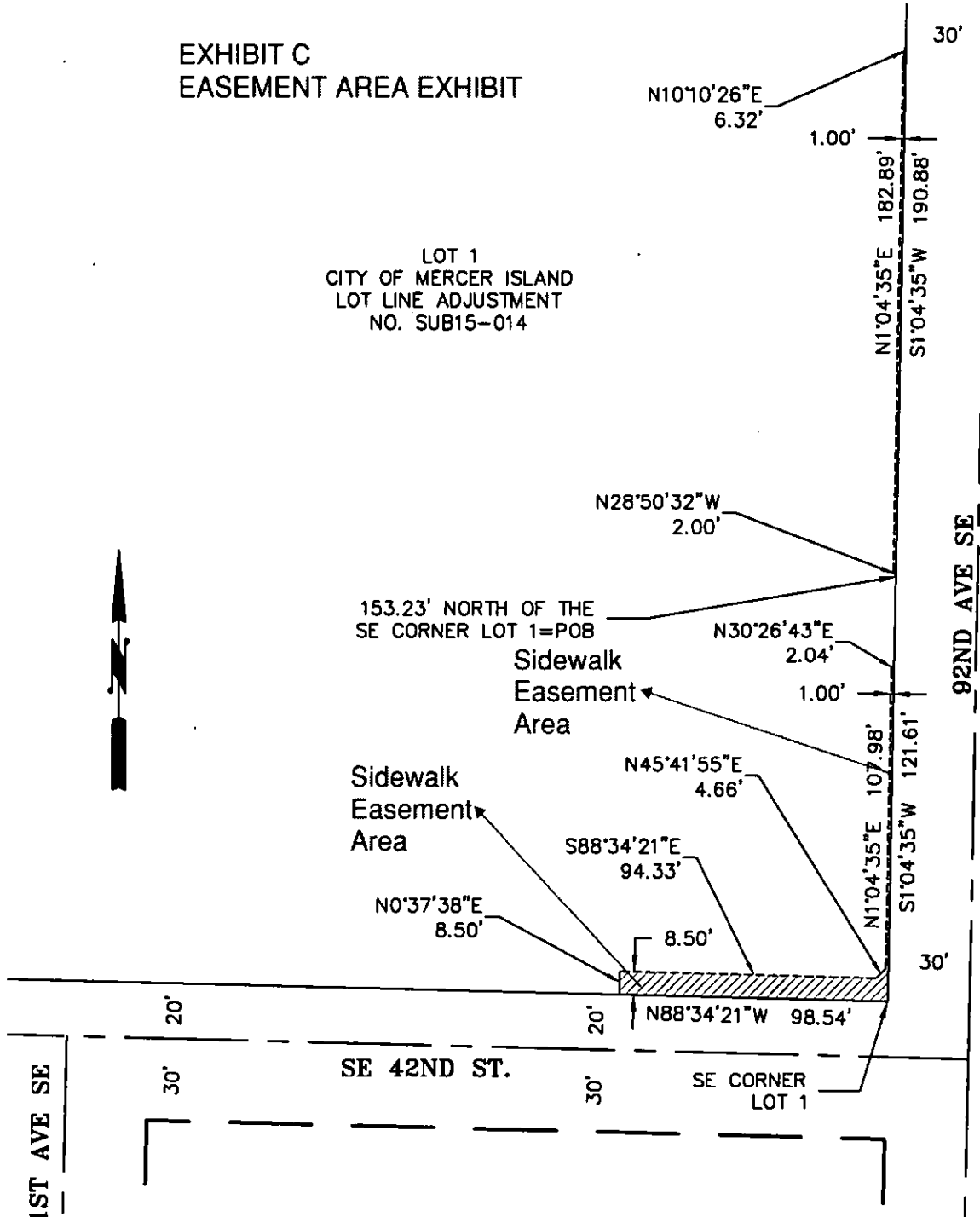
Thence North 10°10'26" East, 6.32 feet to the east line of said Lot 1;

Thence South 01°04'35" West, 190.88 feet to the point of beginning.

Containing approximately 1,142 sq. Ft.

EXHIBIT C EASEMENT AREA EXHIBIT

LOT 1
CITY OF MERCER ISLAND
LOT LINE ADJUSTMENT
NO. SUB15-014

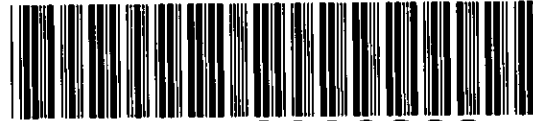


11255 Kirkland Way, Suite 300
 Kirkland, WA 98033
 p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey
 paceengrs.com

Return Address:

City of Mercer Island
 Attn: City Attorney
 9611 SE 36th Street
 Mercer Island, WA 98040



20170308000260

MERCER ISLAND EAS 78.00
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 KING COUNTY, WA

PERMANENT EASEMENT FOR UTILITIES

Grantor (s): Mercer Island School District No. 400

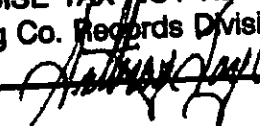
Grantee: City of Mercer Island, a Washington municipal corporation

Property Legal Description: Lot 3 Mercer Island LLR#SUB07-008 REC #20090506900003 SD
 SP BEING POR N ½ OF NW ¼.

Easement Legal Description on Exhibit A

Easement Area on Exhibit B

Assessor's Tax Parcel ID#: 1824059006

EXCISE TAX NOT REQUIRED
 King Co. Records Division
 By  Deputy
 Anthony Taylor

RECITALS

A. Mercer Island School District No. 400 is the owner of certain real property (the "Property") located in Mercer Island, Washington, and legally described above.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), has accepted the construction of a storm drainage system with associated catch basins by the Grantor, and requires a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants, conveys and warrants to the Grantee a perpetual, permanent easement for utilities ("Easement") under, across and over that portion of the Property legally described in Exhibit "A" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace city storm drainage pipes, catch basins and all necessary appurtenants. Following the initial construction of the improvements, Grantee may from time to time construct such additional improvements as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the improvements within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Access. Grantor also covenants and agrees that, upon reasonable notice to Grantor, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

3. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantor's Property to a condition similar to its condition prior to such work. Following the construction and installation of the improvements, Grantor may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any improvements within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

5. Indemnification. Grantor agrees to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantor or Grantor's agents or invitees within or with respect to the Easement.

6. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 7TH day of March, 2017.

GRANTOR:

Dean Mack

Dean Mack
Executive Director of Business Services and Human Resources
Mercer Island School District No. 400

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Dean Mack, to me known to be the Executive Director of Business Services and Human Resources with Mercer Island School District NO. 400, the District that executed the foregoing instrument, and acknowledged the 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 said instrument.

GIVEN my hand and official seal this 8th day of March, 2017.

[Handwritten Signature]

Notary Name: Karen Hubbert
NOTARY PUBLIC in and for the State of Washington.
My commission expires: 6.12.19



EXHIBIT A**EASEMENT LEGAL DESCRIPTION**

That portion of Lot 1, and Lot 3, Mercer Island LLR#SUB07-008, King County recording #20090506900003, King County, Washington lying within a 10 foot strip of land, being 5.00 feet on each side of the following described centerline:

Commencing at the northeast corner of said Lot 3, thence N.88°43'27"W., along the north line of said Lot 3, 254.35 feet to the TRUE POINT OF BEGINNING;

Thence leaving said north line, S.1°16'33"W., 12.24 feet;

Thence S.74°50'17"E., 94.00 feet;

Thence S.1°17'38"W., 206.00 feet;

Thence S.49°42'05"W., 77.97 feet;

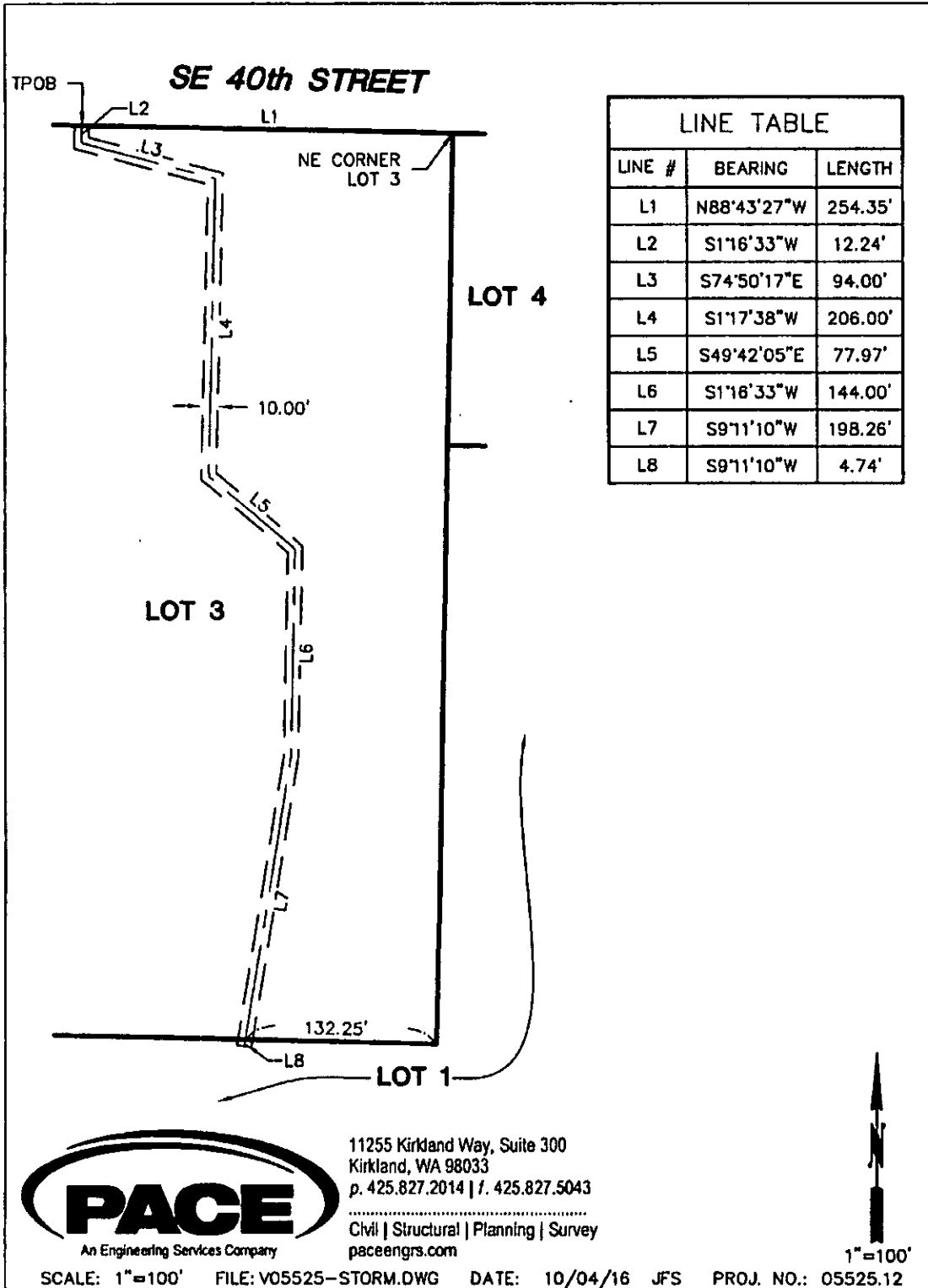
Thence S.1°16'33"W., 144.00 feet;

Thence S.9°11'10"W., 198.26 feet to a point on the south line of Lot 3 132.25 feet from the southeast corner;

Thence S.9°11'10"W., 4.74 feet to the terminus of the described centerline.

Containing approximately 7,372 square feet.

EXHIBIT B EASEMENT AREA EXHIBIT (DRAWING)



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6.00
CASHSL *****6.00
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INTERGOVERNMENTAL PROPERTY AGREEMENT

This Agreement is made this 28th day of March,
1985 between the MERCER ISLAND SCHOOL DISTRICT NO. 400 ("Dis-
trict") and the CITY OF MERCER ISLAND ("City").

RECITALS

A. The District has applied to the City for a building
permit to develop a parking lot at Mercer Island High School.
In connection with that application, the City has issued an
environmental Declaration of Non-Significance ("DNS").

B. Several members of the community have expressed
concerns about the DNS.

C. In an effort to allay some of those concerns, the
District is willing to permanently prohibit through this
Agreement nonemergency access to the proposed parking lot
from the north boundary line of Mercer Island High School.

AGREEMENT

1. The District hereby designates pursuant to RCW
Chapter 39.33 a permanent greenbelt, as defined in paragraph
2, below, covering the following real property situated in
King County, State of Washington ("Property"):

That portion of the South Half of the Northeast Quarter of the
Northwest Quarter of Section 18, Township 24 North Range 5 East,
W.M., Described as follows: Commencing at an existing concrete
Monument at the centerline of 91st Avenue S.E. and the North line
of said South Half, thence N88 38'43"W, along said North line
40.00 feet to the True Point of Beginning of this description;
thence S1 21'17"W, 35.00 feet; thence N88 38'43"W 515.16 feet;
thence N26 40'00"W, 39.65 feet to a point on said North line
S88 38'43"E, 10.00 feet from an existing concrete Monument on the
West margin of 89th Avenue S.E.; thence S88 38'43"E, along said
North line, 533.79 feet to the True Point of Beginning.

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8504240656

2. The greenbelt designated in paragraph 1 of this Agreement is defined to mean a permanent prohibition against nonemergency access through the Property to the parking lot on the District's high school property to the south of the greenbelt and a requirement that the District leave the Property in a state of natural vegetation except for landscaping, fencing, walls, lighting and said emergency access as approved by the City in connection with the District's current building permit application for development of a parking lot at Mercer Island High School.

3. The parties agree that this Agreement will be recorded by the District prior to the City's issuance of said building permit. If said permit is not issued, this Agreement will be null, void and of no further effect.

4. It is expressly understood that this designation of a greenbelt by the District creates in the City no ownership rights or obligations in the Property. The District retains all such ownership rights and obligations, including without limitation, any obligation to maintain the Property or to insure it against potential liabilities.

5. The District agrees to hold harmless, indemnify and defend the City, its agents and assigns, from and against any and all claims or lawsuits, including claimed injury or

damage to persons or property, as a result of the designation and maintenance of the greenbelt herein.

MERCER ISLAND SCHOOL
DISTRICT NO. 400

CITY OF MERCER ISLAND

BY: Gretchen Ilgenfritz
President

BY: F. J. Smith
Mayor

BY: Craig H. Currie
Secretary

BY: Ronald C. Wilson
City Attorney

8504240656

STATE OF WASHINGTON)
County of King } -ss

On this 15th day of April, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gretchen Ilgenfritz, to me known to be the President and Craig H. Currie, Secretary, respectively of Mercer Island School District No. 400, the corporation that executed the foregoing instrument and acknowledged the 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 they are authorized to execute the said instrument on behalf of said corporation.

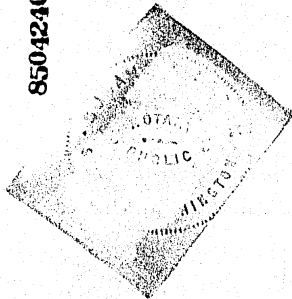
Witness my hand and official seal hereto affixed the day and year first above written.

Mary L. Allen
Notary public in and for the
State of Washington, residing
at Mercer Island.

STATE OF WASHINGTON)
) ss
County of King)

On this 15th day of April, 1985, before me, the under-
signed, a Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared Fred Jarrett, and
Ronald C. Dickinson, to me known to be the Mayor and City Attorney
respectfully, of the City of Mercer Island, the corporation that
executed the foregoing instrument, and acknowledged the 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 they are authorized to execute the said instrument
on behalf of said corporation.

Witness my hand and official seal hereto affixed the day and year
first above written.



Susan Davidson
Notary public in and for the
State of Washington, residing
at Mercer Island

8504240656

8504240656

RECEIVED THIS DAY

Apr 24 1 41 PM '85
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

SEARCHED BY INDEXED BY FILED BY

APR 24 1985

RECORDS & ELECTIONS

KING COUNTY

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INTERGOVERNMENTAL PROPERTY AGREEMENT

#0710 D

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REC'D F
CASHSL

This Agreement is made this 28th day of March,
1985 between the MERCER ISLAND SCHOOL DISTRICT NO. 400 ("Dis-
trict") and the CITY OF MERCER ISLAND ("City").

RECITALS

A. The District has applied to the City for a building permit to develop a parking lot at Mercer Island High School. In connection with that application, the City has issued an environmental Declaration of Non-Significance ("DNS").

B. Several members of the community have expressed concerns about the DNS.

C. In an effort to allay some of those concerns, the District is willing to permanently prohibit through this Agreement nonemergency access to the proposed parking lot from the north boundary line of Mercer Island High School.

AGREEMENT

1. The District hereby designates pursuant to RCW Chapter 39.33 a permanent greenbelt, as defined in paragraph 2, below, covering the following real property situated in King County, State of Washington ("Property"):

That portion of the South Half of the Northeast Quarter of the Northwest Quarter of Section 18, Township 24 North Range 5 East, W.M., Described as follows: Commencing at an existing concrete Monument at the centerline of 91st Avenue S.E. and the North line of said South Half, thence N88 38'43"W, along said North line 40.00 feet to the True Point of Beginning of this description; thence S1 21'17"W, 35.00 feet; thence N88 38'43"W 515.16 feet; thence N26 40'00"W, 39.65 feet to a point on said North line S88 38'43"E, 10.00 feet from an existing concrete Monument on the West margin of 89th Avenue S.E.; thence S88 38'43"E, along said North line, 533.79 feet to the True Point of Beginning.

FILED FOR RECORDING AT REQUEST OF:
Mercer Island City Clerk
3505 88th Avenue SE
Mercer Island, WA 98040

RECEIVED
APR 22 1985

MERCER ISLAND CITY CLERK
1003

8505210710

8505210710

2. The greenbelt designated in paragraph 1 of this Agreement is defined to mean a permanent prohibition against nonemergency access through the Property to the parking lot on the District's high school property to the south of the greenbelt and a requirement that the District leave the Property in a state of natural vegetation except for landscaping, fencing, walls, lighting and said emergency access as approved by the City in connection with the District's current building permit application for development of a parking lot at Mercer Island High School.

3. The parties agree that this Agreement will be recorded by the District prior to the City's issuance of said building permit. If said permit is not issued, this Agreement will be null, void and of no further effect.

4. It is expressly understood that this designation of a greenbelt by the District creates in the City no ownership rights or obligations in the Property. The District retains all such ownership rights and obligations, including without limitation, any obligation to maintain the Property or to insure it against potential liabilities.

5. The District agrees to hold harmless, indemnify and defend the City, its agents and assigns, from and against any and all claims or lawsuits, including claimed injury or

STATE OF WASHINGTON)
County of King) ss

On this 15th day of April, 1985, before me, the under-
signed, a Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared Fred Jarrett, and
respectfully, of the City of Mercer Island, the corporation that
executed the foregoing instrument, and acknowledged the 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 they are authorized to execute the said instrument
on behalf of said corporation.

Witness my hand and official seal hereto affixed the day and year
first above written.

Susan Davidson
Notary public in and for the
State of Washington, residing
at Mercer Island.

8505210710

COPY
RECORDED AT INSISTANCE
OF CUSTOMER
KING COUNTY DIV. OF
RECORDS & ELECTIONS

RECEIVED THIS DAY

MAY 21 2 19 PM '85
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

000852

damage to persons or property, as a result of the designation and maintenance of the greenbelt herein.

MERCER ISLAND SCHOOL
DISTRICT NO. 400

CITY OF MERCER ISLAND

BY: Gretchen Ilgenfritz
President

BY: [Signature]
Mayor

BY: Craig H. Currie
Secretary

BY: Ronald C. Williams
~~City Attorney~~
City Attorney

8505210710

STATE OF WASHINGTON)
County of King)--ss

On this 15th day of April, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gretchen Ilgenfritz, to me known to be the President and Craig H. Currie, Secretary, respectively of Mercer Island School District No. 400, the corporation that executed the foregoing instrument and acknowledged the 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 they are authorized to execute the said instrument on behalf of said corporation.

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 Mercer Island.

COPY
RECORDED AT INSISTANCE
OF CUSTOMER
KING COUNTY DIV. OF
RECORDS & ELECTIONS

000853

Return Address:

City of Mercer Island
 Attn: DSG Director
 9611 SE 36th Street
 Mercer Island, WA 98040



ENCROACHMENT LICENSE AGREEMENT

Grantor: City of Mercer Island, a Washington Municipal Corporation
Grantee: Mercer Island School District No. 400
Property Legal Description (abbreviated): Lot 1 Mercer Island LLR#SUB07-008
 REC #20090506900003 SD SP BEING POR N ½ OF NW ¼.
 Full legal on Attachment "A"
Property Tax Parcel ID No.: 1824059005

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016. The parties ("Parties") to this Agreement are the City of Mercer Island, a Washington municipal corporation ("Grantor") and Mercer Island School District ("Grantee").

A. Description of Property. The Grantee owns certain real property commonly known as 9100 SE 42nd Street Ave. SE, Mercer Island, WA, and legally described in Attachment A ("Property").

B. Improvements. Grantee has constructed the private improvements described in Attachment B ("Improvements"). These Improvements currently encroach on property owned by the City of Mercer Island commonly known as SE 42nd Street and 92nd Ave. SE, SE ("City Property").

NOW, THEREFORE the Parties agree as follows:

1. License. The Grantor hereby grants a temporary, nonexclusive license to Grantee to permit the Improvements to remain or to be constructed on the City Property so long as the Improvements continue to meet the conditions specified in the Site Development Permit Number 1405-216, do not interfere with the reasonable public access to the City Property, do not threaten public health, safety or welfare, and/or Grantor does not wish to

use the City Property for any other purpose. This license may be revoked by the City at any time with or without cause.

2. Agreement to Remove. In the event the City Engineer determines that the Improvements have failed to meet the conditions specified in the Criteria for Evaluating Encroachments set forth in Section 19.06.060 of the Mercer Island Unified Land Development Code; threaten public health, safety or welfare; or the City wishes to terminate this Agreement for any other reason, the Grantee shall remove or modify the encroaching improvements within sixty (60) days of receiving notice from the City Engineer, at Grantee's sole cost and expense.

In the event the Improvements interfere with routine operations and maintenance of public improvements, the Grantee shall remove the Improvements within fourteen (14) days of receiving notice from the City Engineer, at Grantee's sole cost and expense.

In the event of an emergency, the Grantee shall immediately remove the Improvements or alternatively, the City may remove the Improvements and the costs to remove the Improvements shall become a lien on the Property.

Upon removal of the Improvements, Grantee agrees to return the City Property to its original condition or as near to its original condition as reasonably prudent.

3. Grantor's Remedy if Grantee Fails to Remove. In the event the Grantee has received notice to remove the Improvements and the removal or modification is not done in a timely fashion or does not meet other removal requirements specified in the removal notice, the Grantor is authorized to do the necessary work or to designate a third party to perform the work. The Grantee shall be responsible for all costs associated with the performance of such work, including reasonable overhead and attorney fees.

The Grantor shall not be responsible for any resulting damage to or destruction of the Improvements. Further, the debt shall be a lien against the Property.

In the event of an emergency that requires immediate repair to the public improvements or access to the public right of way, the Grantor may demolish, remove or modify the Improvements with no notice to the Grantee. The Grantor shall not be liable for any resulting damage to or destruction of the Improvements.

4. Maintenance of Improvements. Maintenance of the Improvements shall be the sole cost and responsibility of the Grantee. The Grantee shall maintain the Improvements according to the specifications of Site Development Permit 1405-216. If Grantee fails to maintain the Improvements, the Grantor may take steps to ensure that the Improvements do not interfere with reasonable public access to any public property or threaten public

health, safety or welfare. These steps may include removing or modifying the Improvements as outlined in Section 2 of this Agreement.

The city will not be responsible for repairing or replacing any private improvements in the public right of way damaged by the city maintenance department while performing routine activities. They are the sole responsibility of the Grantee.

5. Indemnification. The Grantee agrees to indemnify, hold the City, its elected officials, officers, employees, agents and assigns harmless from any and all claims, demands, losses, actions, liabilities (including all costs and attorney fees) arising out of damages to persons or property resulting from the construction, location or removal of the Improvements. The provisions of this Section shall survive the expiration or termination of this Agreement.

6. Recording Requirement. The Grantee shall record this Agreement against the Property with the King County Recorder's Office and pay all recording fees. This Agreement shall run with the land, and therefore bind Grantee, Grantee's heirs, assigns and any subsequent owners of the Property.

7. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

ATTACHMENT A

Legal Description of Owner's Property:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE WEST LINE OF THE EAST 30 FEET BOTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTHEAST 42ND STREET WITH THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;

THENCE NORTH 88°34'21" WEST, ALONG SAID NORTH LINE AND NORTH MARGIN OF SAID SOUTHEAST 42ND STREET, 1932.27 FEET TO THE EAST LINE OF THE WEST 30 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING ON THE EAST MARGIN OF 86TH AVENUE SOUTHEAST;

THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET;

THENCE SOUTH 88°55'26" EAST 259.00 FEET;

THENCE NORTH 01°04'34" EAST 139.40 FEET;

THENCE NORTH 88°43'50" WEST 11.30 FEET;

THENCE NORTH 01°40'44" EAST 115.90 FEET;

THENCE SOUTH 88°46'16" EAST 10.14 FEET;

THENCE NORTH 00°46'25" EAST 44.62 FEET;

THENCE SOUTH 88°43'50" EAST 105.20 FEET;

THENCE SOUTH 03°24'08" WEST 32.72 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE, 271.57 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE NORTH 01°03'36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 425.01 FEET TO THE NORTH LINE OF THE SOUTH 415 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

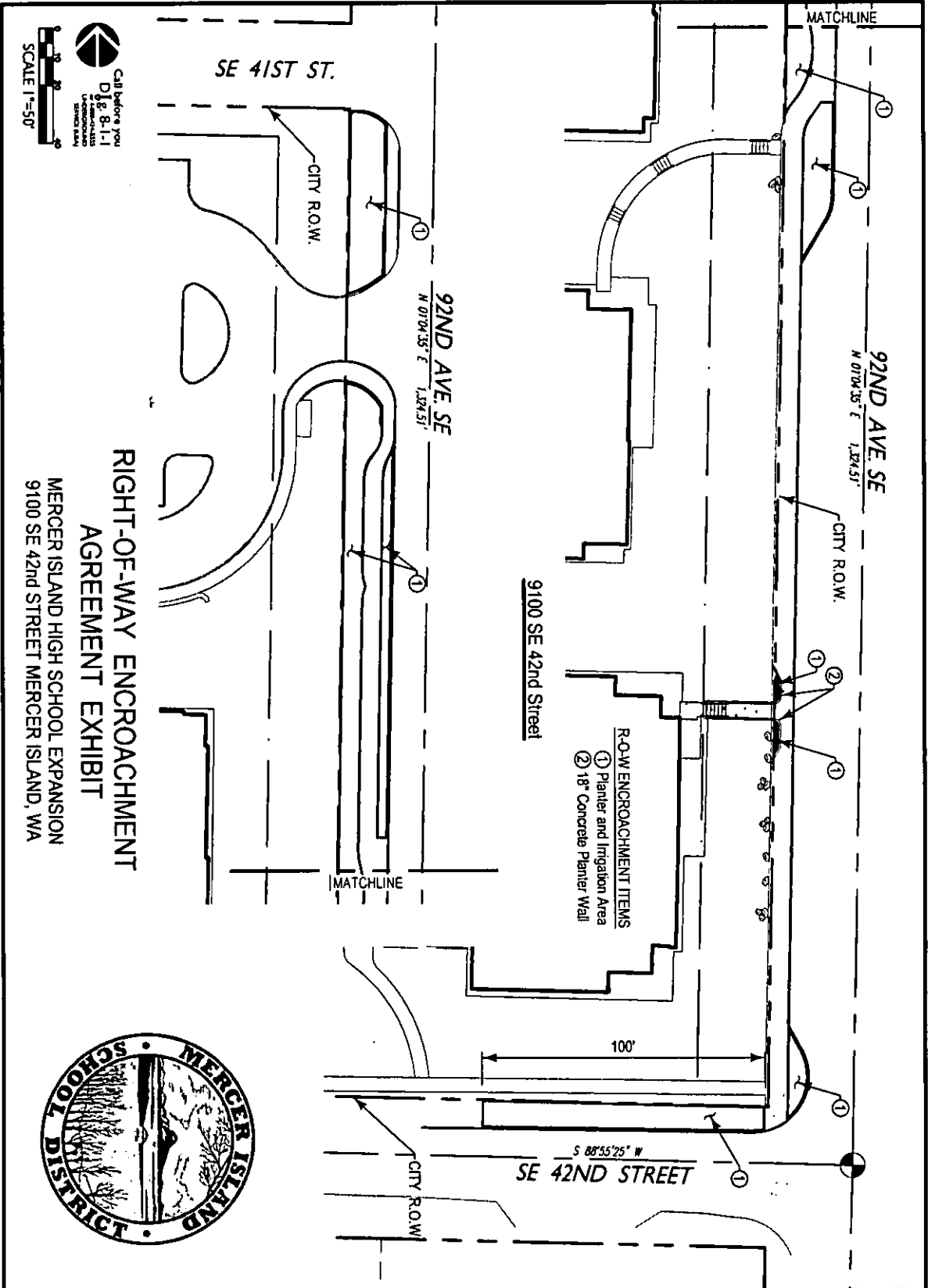
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE 411.96 FEET TO THE EAST LINE OF THE WEST 80 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 01°05'27" WEST, ALONG SAID EAST LINE 415.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG SAID NORTH LINE 886.26 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE SOUTH 01°04'35" WEST, ALONG SAID WEST LINE AND WEST MARGIN 642.22 FEET TO THE POINT OF BEGINNING.

ATTACHMENT B

Description of Encroaching Improvements.

Planting areas with irrigation systems and 18" high concrete walls are the private improvements located in the public right of way, as shown on the attached Mercer Island School District (MISD) Right of Way Encroachment Exhibit Page 1.

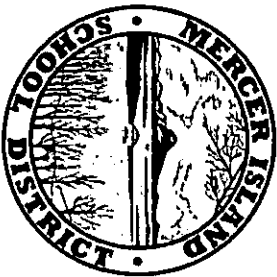


Call before you dig
 811
 Dig Safe
 1-800-4-A-ROAD
 1-800-4-ROAD
 1-800-4-ROAD

SCALE 1"=50'

**RIGHT-OF-WAY ENCROACHMENT
 AGREEMENT EXHIBIT**

MERCER ISLAND HIGH SCHOOL EXPANSION
 9100 SE 42ND STREET MERCER ISLAND, WA





20130904001423

CITY OF MERCER AG-RER 75.00
PAGE-001 OF 004
09/04/2013 16:15
KING COUNTY, WA

AFTER RECORDING, MAIL TO:
City of Mercer Island, Attn: _____
9611 SE 36th Street
Mercer Island, WA 98040

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement Not to Sue ("Agreement") is effective this 17 day of July, 2013. The Parties ("Parties") to this Agreement are the City of Mercer Island, a Washington Municipal corporation ("City") and the following owners (all owners with complete names must be listed) of private property ("Owner(s)").

MERCER ISLAND SCH DIST 400

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 9100 SE 42ND ST

B. The Legal Description of the real property ("Property") is as follows:

LOT 1 MERCER ISLAND LLR#SUB07-008 REC #20090506900003 SD SP
BEING POR N 1/2 OF NW 1/4

[If not enough space, attach separate sheet labeled Exhibit A.]

C. The Parcel Number of the Property is as follows: 182405-9005

D. The applicant Owner(s) has/have applied to the City for a Building permit which bears MAIN PERMIT NO. 1305-250 for the purpose of: Constructing a 2 story concession stand

This agreement applies to all related permits issued, and/or amended at any time in the future, pursuant to this Main Permit.

E. The parties have agreed to enter into this Agreement to address concerns regarding the following circumstances:

- 1. Permitted activity will take place on, or may impact a:
 - Watercourse
 - Wetland
 - Shoreline
 - Steep slope or slide-prone slope
 - Poor soil conditions
 - Other geologic hazard or critical area consideration (describe)

- 2. Adjacency of permitted activity to roadways or structures
- Alternate materials, methods of design or methods of construction will be used (alternate to International Building Code specifications)
- Other (describe)
Valuation of project to construct concession stand is greater
than \$50,000.

NOW, THEREFORE, the Parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE "(AGREEMENT)":

Pursuant to Mercer Island City Code Section 19.01.060, and in consideration of the City issuing the permit identified in (D) above, which constitutes good and valuable consideration, the receipt of which the Owner(s) acknowledge(s), the Owner(s) covenant(s) not to sue and agree(s) to defend, indemnify, and hold the City of Mercer Island, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Owner or on the Owner's behalf out of issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

2. RECORDING:

This Agreement shall be recorded by the applicant with the King County Recorder's Office. The permit identified in (D) above shall not be valid until the City has obtained written proof of such recording. Alternately, the City may record this Agreement.

STATE OF WASHINGTON)
) ss [REPRESENTATIVE ACKNOWLEDGMENT]
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Elizabeth A Leroy

(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the representative of Mecca Island School District to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the 17th day of July 2013.



Roshanak Zamani
Notary Public in and for the State of Washington
King County
Printed Name Roshanak Zamani
My Appointment Expires 08/29/2014

3. COVENANT RUNNING WITH THE LAND:

This Agreement shall be a covenant running with the land and the rights and obligations contained herein shall run with and burden the property identified above, and shall inure to the benefit of and be binding upon the Parties to this Agreement, their heirs, successors and assigns:

- 3 years from approval of final inspection of the permitted work; or
- ___ years from approval of final inspection of the permitted work; or
- without limitation as to a period of years. (For circumstances related to activity in critical areas listed in (E)(1))

4. INSPECTION. The City's inspection or acceptance of any of the Owner's construction or other work either during construction or when completed shall not be grounds to avoid any of the obligations of this Agreement.

5. COMPLIANCE WITH LAWS: All permitted activities shall be conducted in accordance with all applicable federal, state, and City laws including, without limitation, the Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA"), the Model Toxics Control Act ("MTCA"), the Superfund Amendment Reauthorization Act ("SARA"), The Endangered Species Act ("ESA"), and the State Environmental Policy Act ("SEPA").

DATED this 17 day of JULY, 2013

OWNER:

MEKCEK ISLAND SCHOOL DISTRICT.
(name of corporation, partnership, etc.)

By: [Signature]
(signature)

Name: WZ LEROY
(please print)

Title: OWNER'S REPRESENTATIVE
(please print)

Return Address:

City of Mercer Island
 Attn: DSG Director
 9611 SE 36th Street
 Mercer Island, WA 98040



ENCROACHMENT LICENSE AGREEMENT

Grantor: City of Mercer Island, a Washington Municipal Corporation
Grantee: Mercer Island School District No. 400
Property Legal Description (abbreviated): Lot 1 Mercer Island LLR#SUB07-008
 REC #20090506900003 SD SP BEING POR N ½ OF NW ¼.
 Full legal on Attachment "A"
Property Tax Parcel ID No.: 1824059005

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____, 201___. The parties ("Parties") to this Agreement are the City of Mercer Island, a Washington municipal corporation ("Grantor") and Mercer Island School District ("Grantee").

A. Description of Property. The Grantee owns certain real property commonly known as 9100 SE 42nd Street Ave. SE, Mercer Island, WA, and legally described in Attachment A ("Property").

B. Improvements. Grantee has constructed the private improvements described in Attachment B ("Improvements"). These Improvements currently encroach on property owned by the City of Mercer Island commonly known as SE 42nd Street, 88th Ave. SE, SE 44th Street, SE 47th Street, 90th Ave. SE, Island Crest Way, SE 68th Street, 84th Ave. SE, West Mercer Way, Merrimount Drive ("City Property").

NOW, THEREFORE the Parties agree as follows:

1. License. The Grantor hereby grants a temporary, nonexclusive license to Grantee to permit the Improvements to remain or to be constructed on the City Property so long as the Improvements continue to meet the conditions specified in the Site Development Permit Number 1101-034, do not interfere with the reasonable public access to the City Property, do not threaten public health, safety or welfare, and/or Grantor does not wish to

use the City Property for any other purpose. This license may be revoked by the City at any time with or without cause.

2. Agreement to Remove. In the event the City Engineer determines that the Improvements have failed to meet the conditions specified in the Criteria for Evaluating Encroachments set forth in Section 19.06.060 of the Mercer Island Unified Land Development Code; threaten public health, safety or welfare; or the City wishes to terminate this Agreement for any other reason, the Grantee shall remove or modify the encroaching improvements within sixty (60) days of receiving notice from the City Engineer, at Grantee's sole cost and expense.

In the event the Improvements interfere with routine operations and maintenance of public improvements, the Grantee shall remove the Improvements within fourteen (14) days of receiving notice from the City Engineer, at Grantee's sole cost and expense.

In the event of an emergency, the Grantee shall immediately remove the Improvements or alternatively, the City may remove the Improvements and the costs to remove the Improvements shall become a lien on the Property.

Upon removal of the Improvements, Grantee agrees to return the City Property to its original condition or as near to its original condition as reasonably prudent.

3. Grantor's Remedy if Grantee Fails to Remove. In the event the Grantee has received notice to remove the Improvements and the removal or modification is not done in a timely fashion or does not meet other removal requirements specified in the removal notice, the Grantor is authorized to do the necessary work or to designate a third party to perform the work. The Grantee shall be responsible for all costs associated with the performance of such work, including reasonable overhead and attorney fees.

The Grantor shall not be responsible for any resulting damage to or destruction of the Improvements. Further, the debt shall be a lien against the Property.

In the event of an emergency that requires immediate repair to the public improvements or access to the public right of way, the Grantor may demolish, remove or modify the Improvements with no notice to the Grantee. The Grantor shall not be liable for any resulting damage to or destruction of the Improvements.

4. Maintenance of Improvements. Maintenance of the Improvements shall be the sole cost and responsibility of the Grantee. The Grantee shall maintain the Improvements according to the specifications of Site Development Permit 1101-034. If Grantee fails to maintain the Improvements, the Grantor may take steps to ensure that the Improvements do not interfere with reasonable public access to any public property or threaten public

health, safety or welfare. These steps may include removing or modifying the Improvements as outlined in Section 2 of this Agreement.

The city will not be responsible for repairing or replacing any private improvements in the public right of way damaged by the city maintenance department while performing routine activities. They are the sole responsibility of the Grantee.

5. Indemnification. The Grantee agrees to indemnify, hold the City, its elected officials, officers, employees, agents and assigns harmless from any and all claims, demands, losses, actions, liabilities (including all costs and attorney fees) arising out of damages to persons or property resulting from the construction, location or removal of the Improvements. The provisions of this Section shall survive the expiration or termination of this Agreement.

6. Recording Requirement. The Grantee shall record this Agreement against the Property with the King County Recorder's Office and pay all recording fees. This Agreement shall run with the land, and therefore bind Grantee, Grantee's heirs, assigns and any subsequent owners of the Property.

7. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

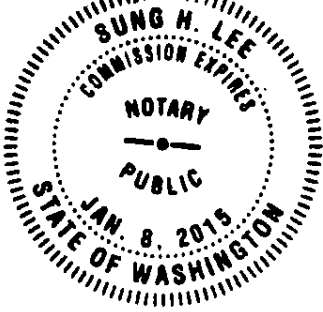
GRANTOR: CITY OF MERCER ISLAND

By: *[Signature]*
 Scott Greenberg
 Development Service Director

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this day personally appeared before me Scott Greenberg, to me known to be the Development Service Director of the City of Mercer Island, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the 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 said instrument.

GIVEN my hand and official seal this 5th day of December, 2013.



[Signature]
 Notary Name: Sung H. Lee
 NOTARY PUBLIC in and for the State of Washington.
 My commission expires: Jan 8, 2015

ATTACHMENT A

Legal Description of Owner's Property:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE WEST LINE OF THE EAST 30 FEET BOTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTHEAST 42ND STREET WITH THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;

THENCE NORTH 88°34'21" WEST, ALONG SAID NORTH LINE AND NORTH MARGIN OF SAID SOUTHEAST 42ND STREET, 1932.27 FEET TO THE EAST LINE OF THE WEST 30 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING ON THE EAST MARGIN OF 86TH AVENUE SOUTHEAST;

THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET;

THENCE SOUTH 88°55'26" EAST 259.00 FEET;

THENCE NORTH 01°04'34" EAST 139.40 FEET;

THENCE NORTH 88°43'50" WEST 11.30 FEET;

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THENCE NORTH 00°46'25" EAST 44.62 FEET;

THENCE SOUTH 88°43'50" EAST 105.20 FEET;

THENCE SOUTH 03°24'08" WEST 32.72 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;

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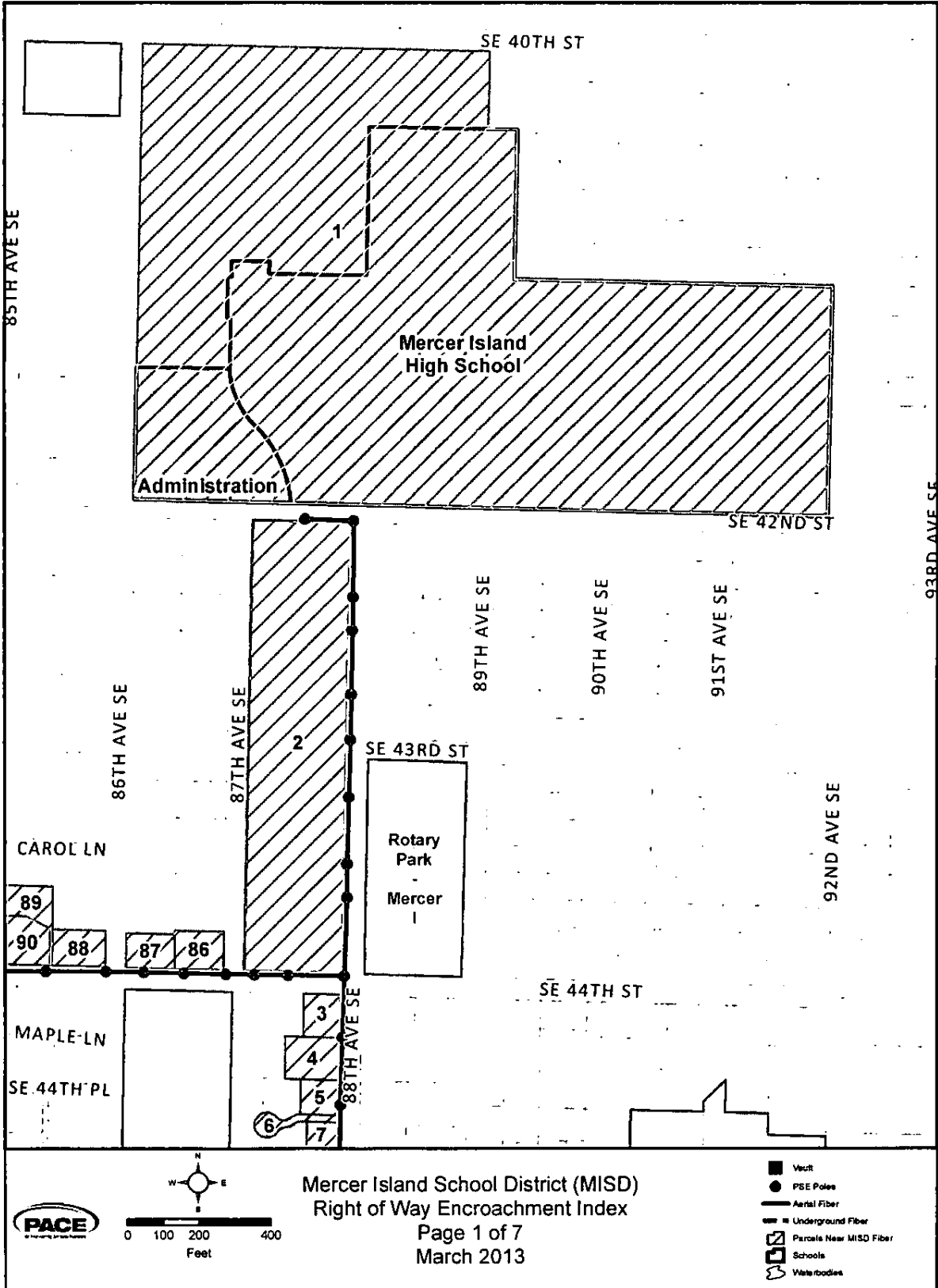
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THENCE SOUTH 01°05'27" WEST, ALONG SAID EAST LINE 415.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG SAID NORTH LINE 886.26 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE SOUTH 01°04'35" WEST, ALONG SAID WEST LINE AND WEST MARGIN 642.22 FEET TO THE POINT OF BEGINNING.

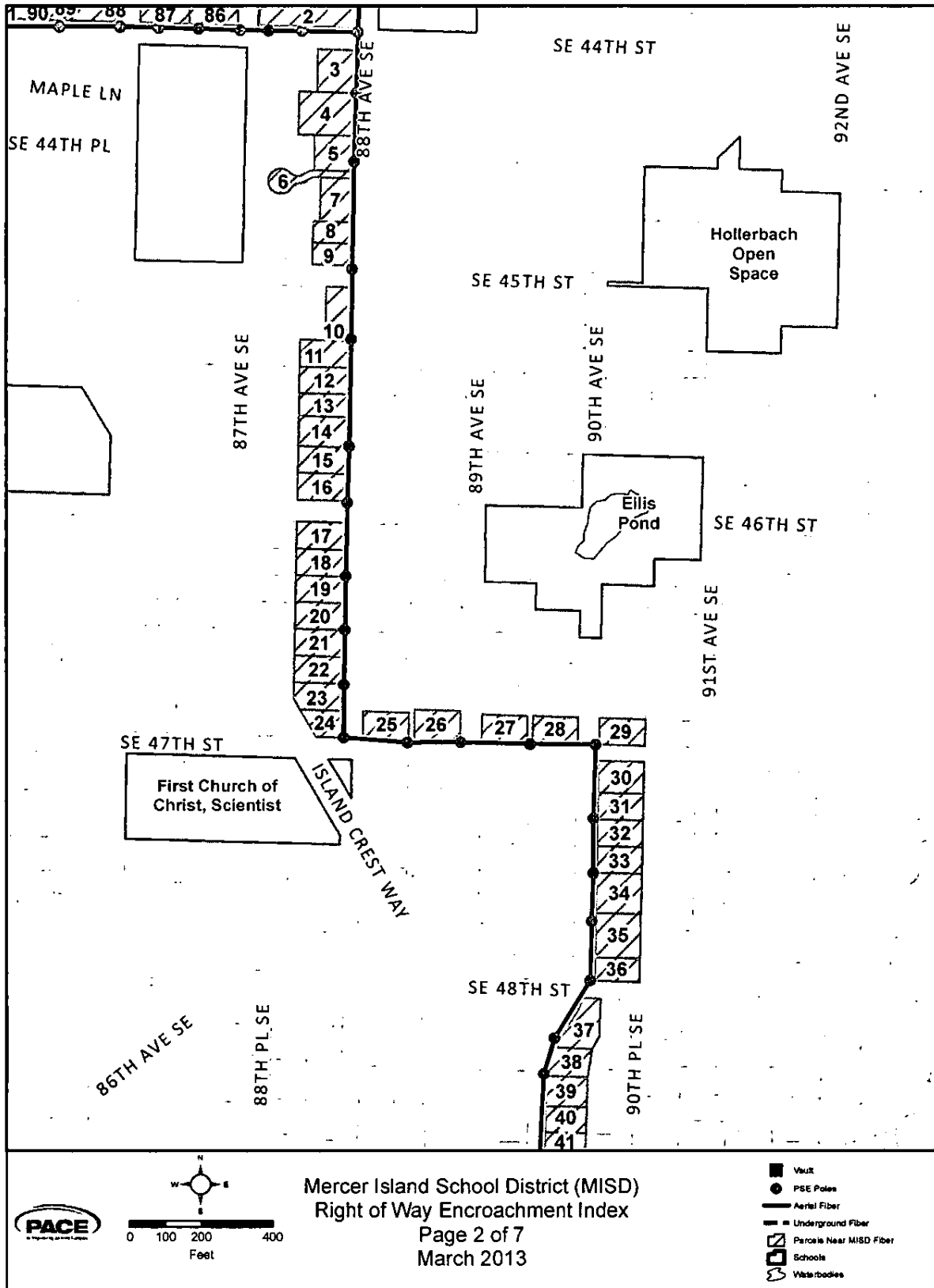
ATTACHMENT B

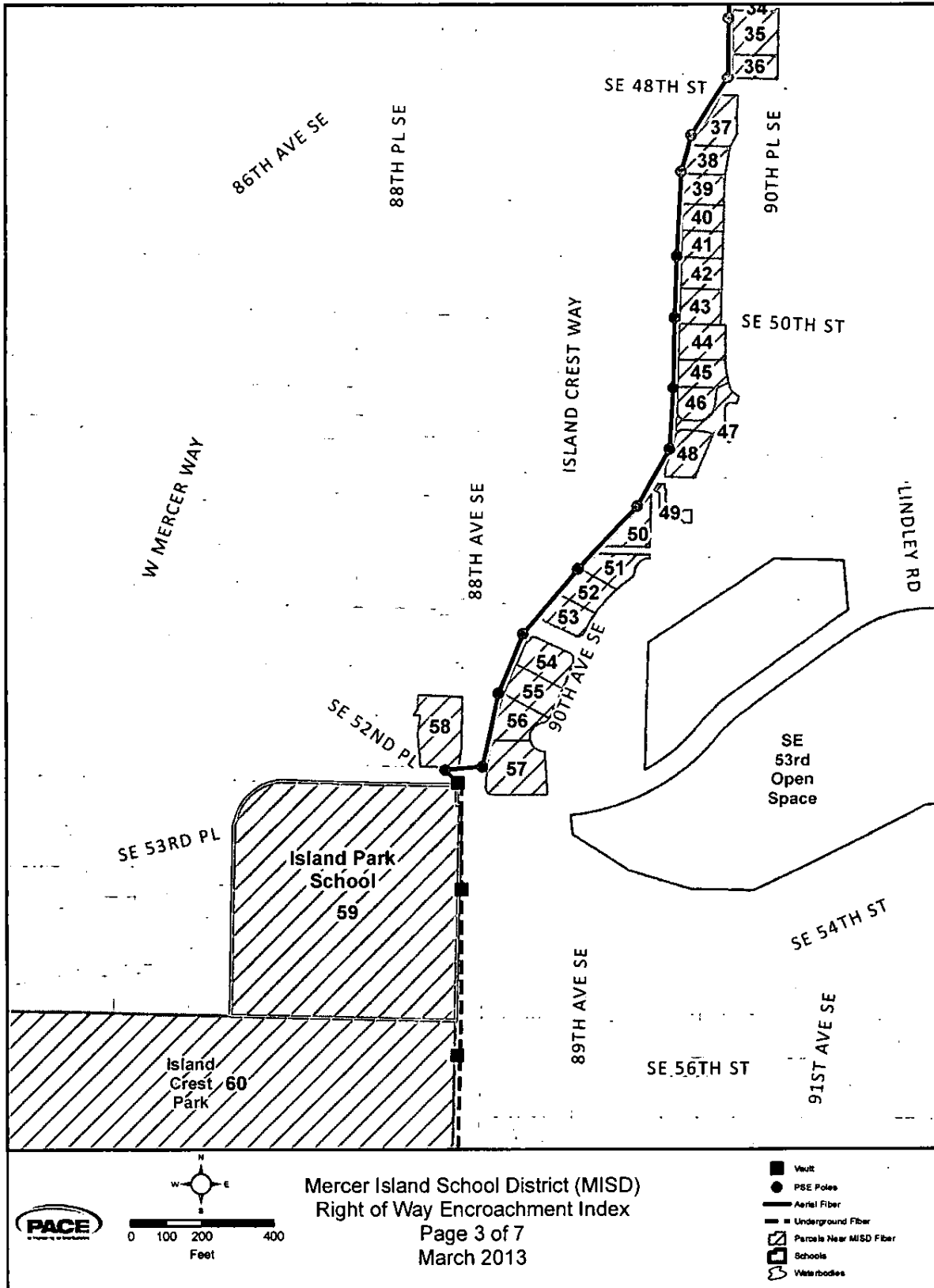
Description of Encroaching Improvements.

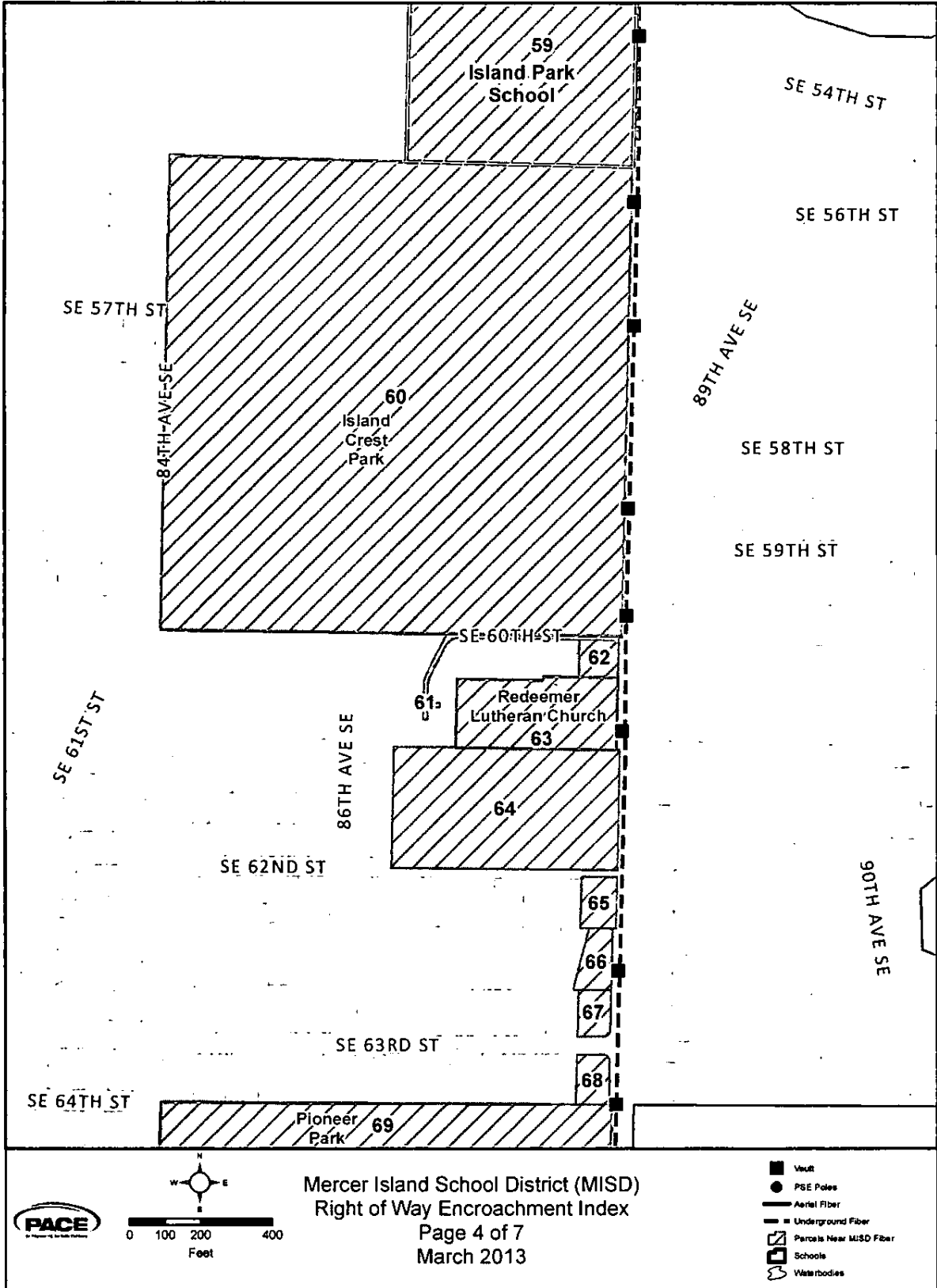
Concrete vaults, aerial fiber lines and underground fiber lines along SE 42nd Street, 88th Ave. SE, SE 44th Street, SE 47th Street, 90th Ave. SE, Island Crest Way, SE 68th Street, 84th Ave. SE, West Mercer Way and Merrimount Drive are the private improvements located in the public right of way, as shown on the attached Mercer Island School District (MISD) Right of Way Encroachment Index Page 1 to Page 7, and Right of Way Encroachment Exhibit Page 1 to Page 112.

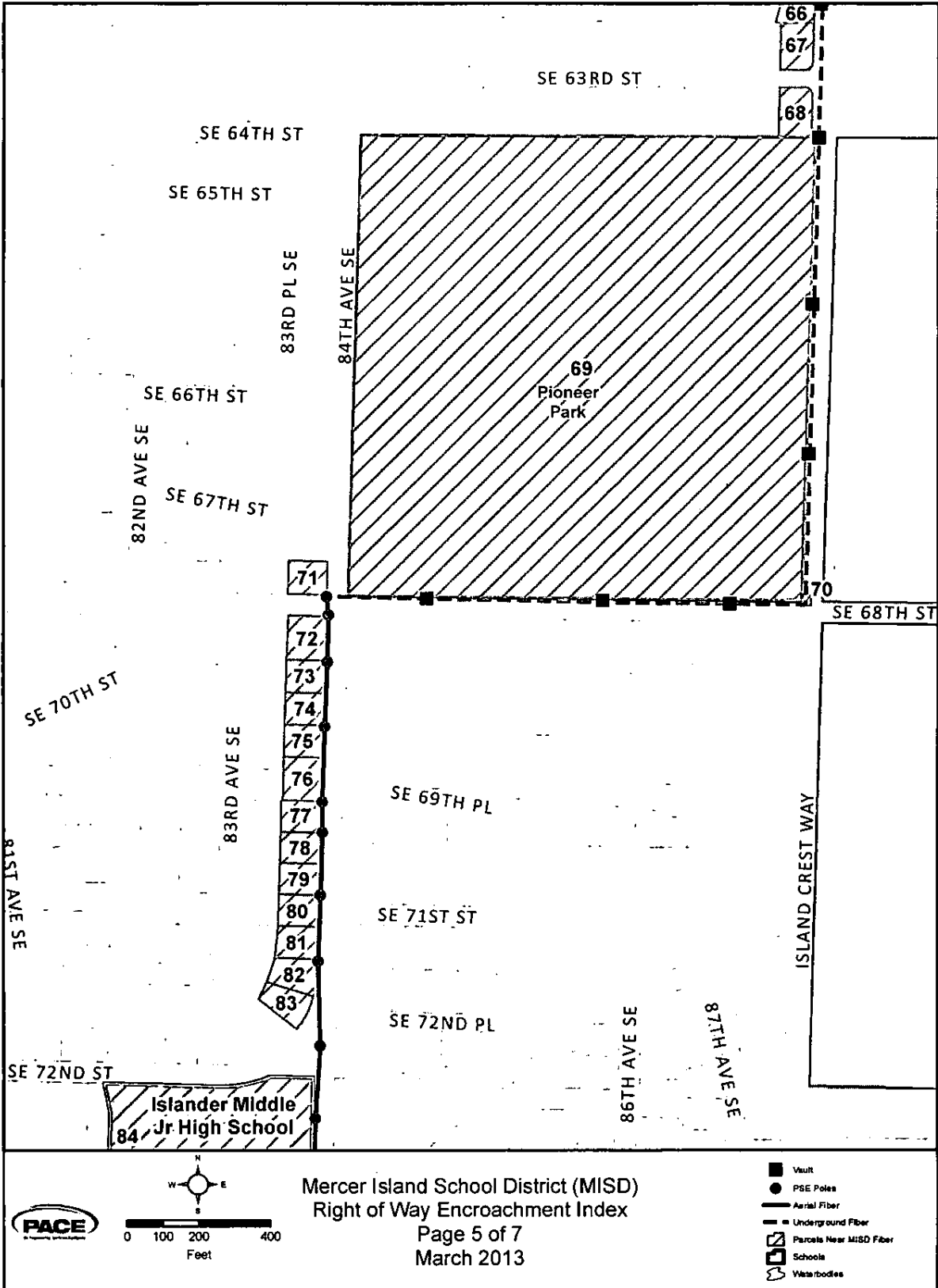


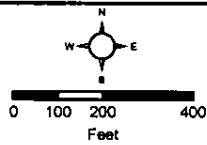
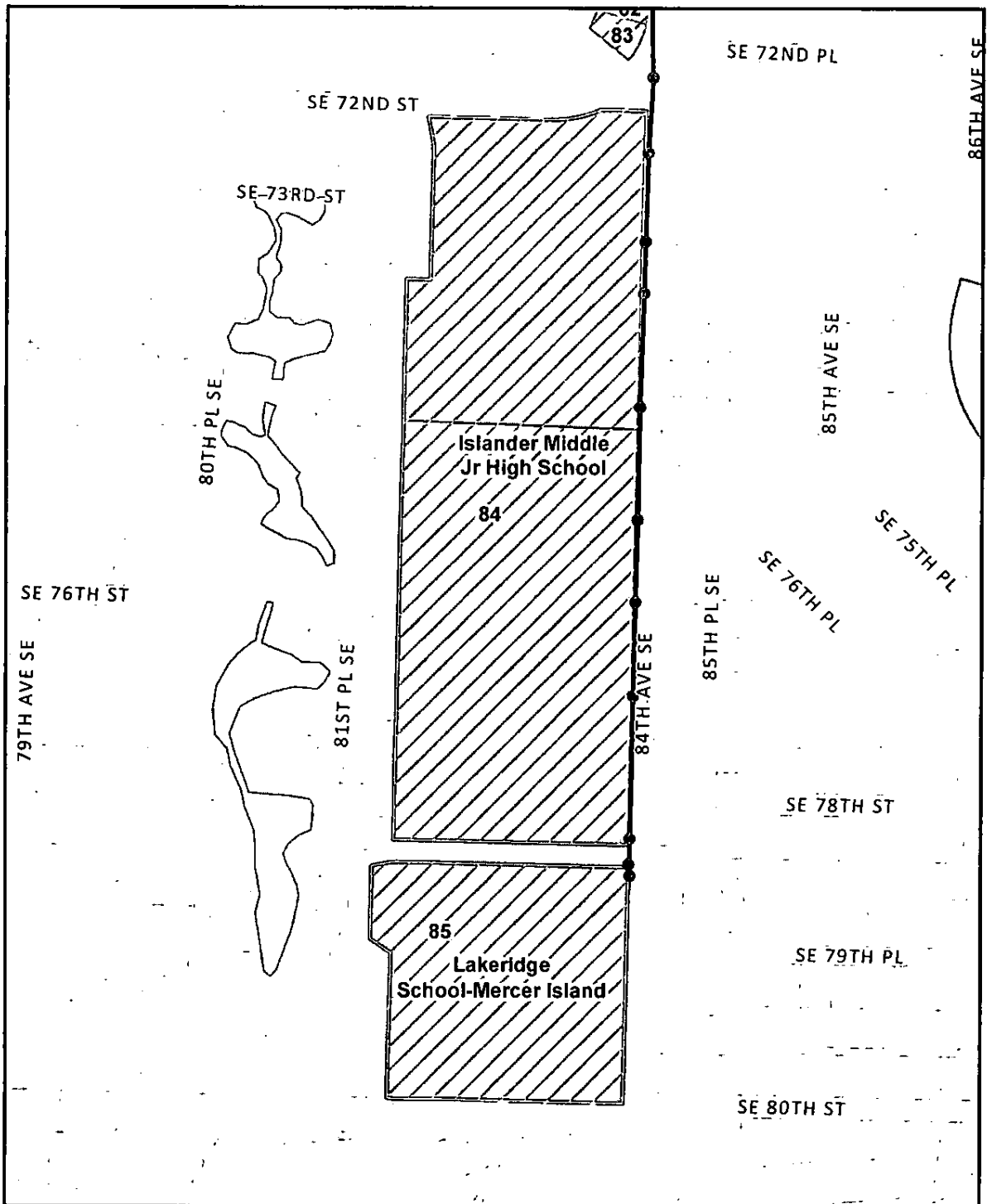
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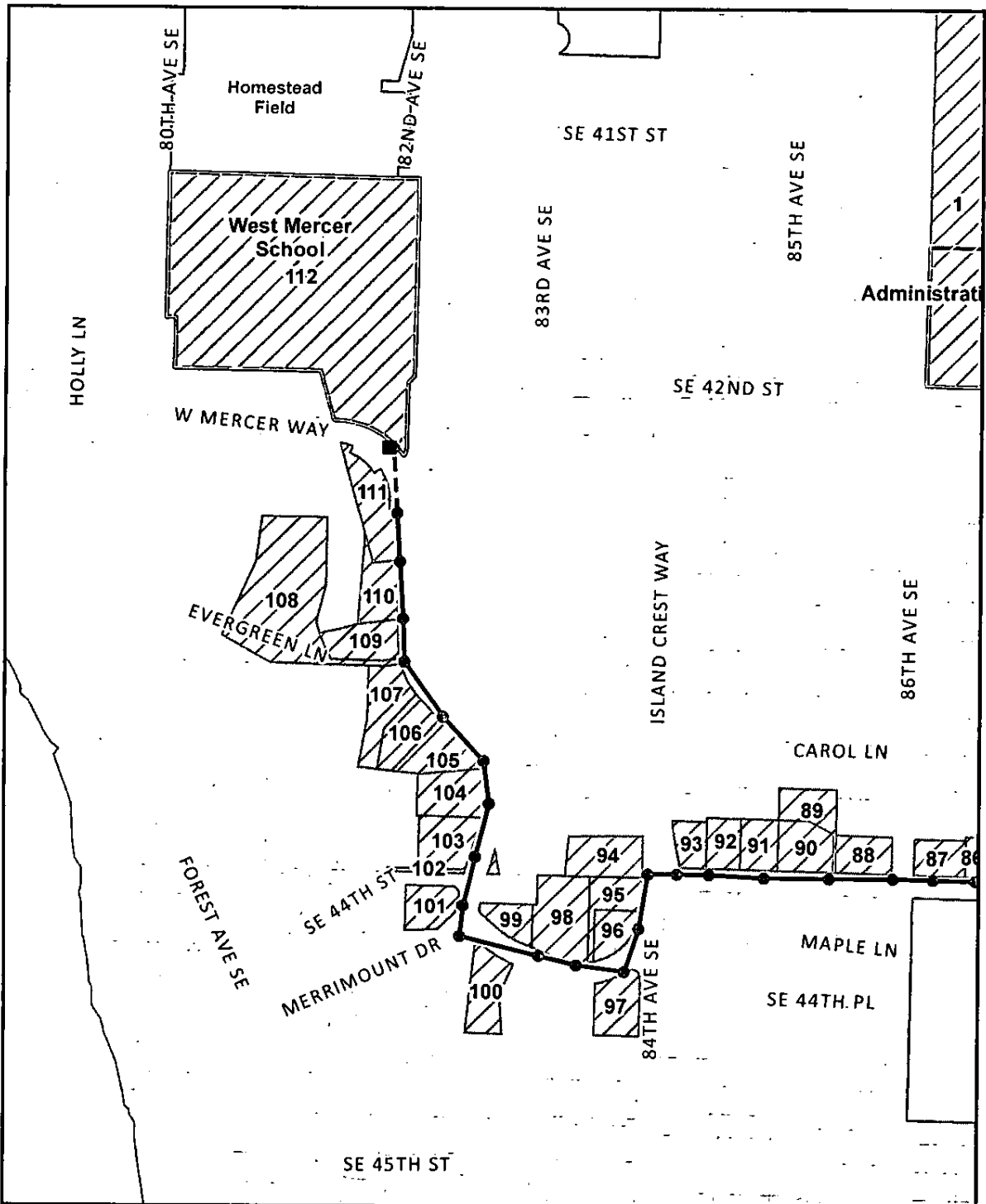



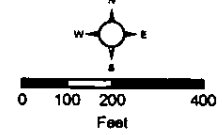




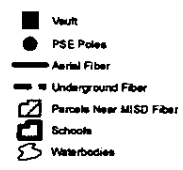
Mercer Island School District (MISD)
 Right of Way Encroachment Index
 Page 6 of 7
 March 2013

- Vault
- PSE Poles
- Aerial Fiber
- Underground Fiber
- ▨ Parcels Near MISD Fiber
- ▭ Schools
- Waterbodies

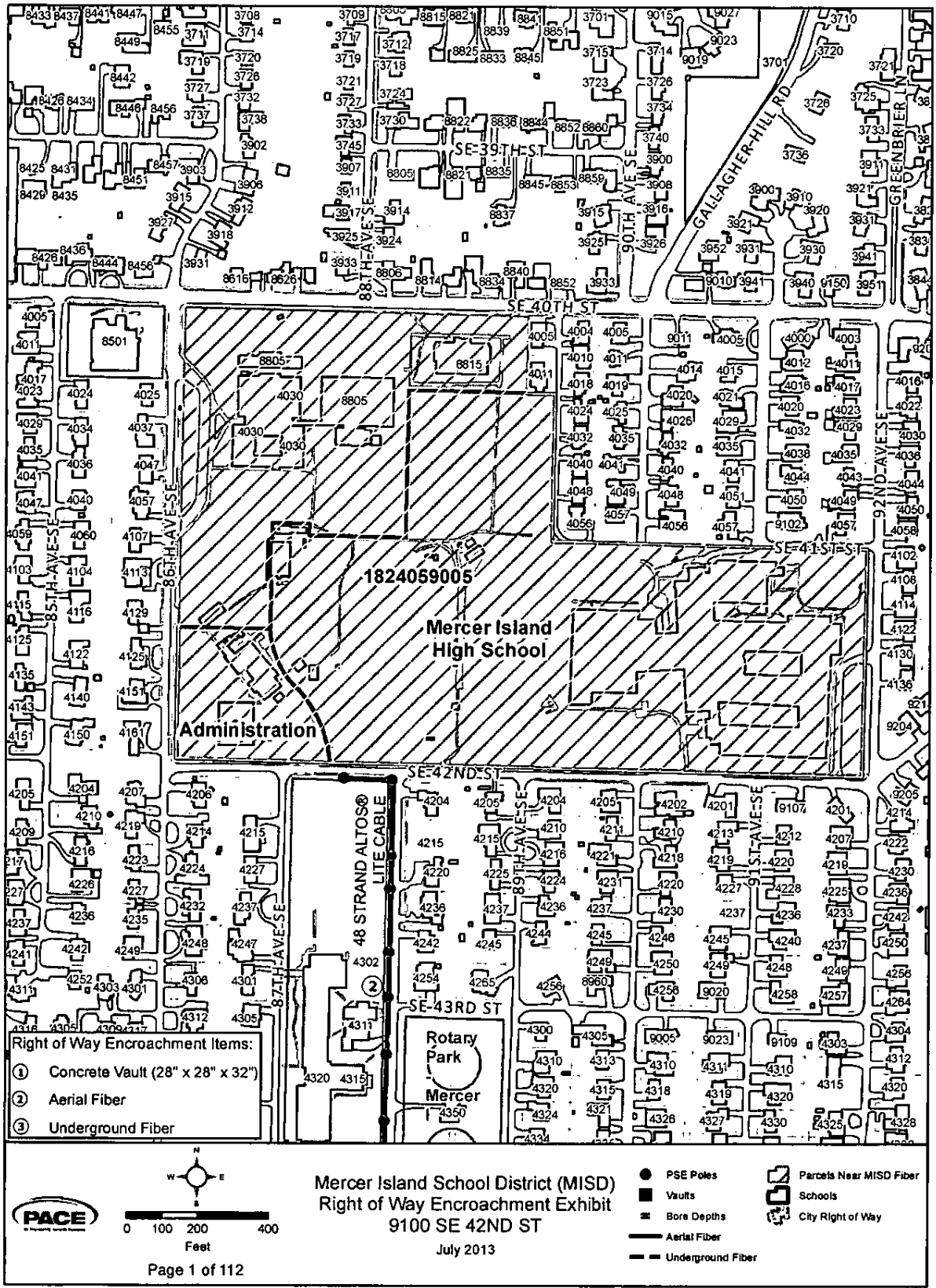


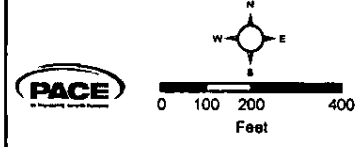
Mercer Island School District (MISD)
Right of Way Encroachment Index
 Page 7 of 7
 March 2013



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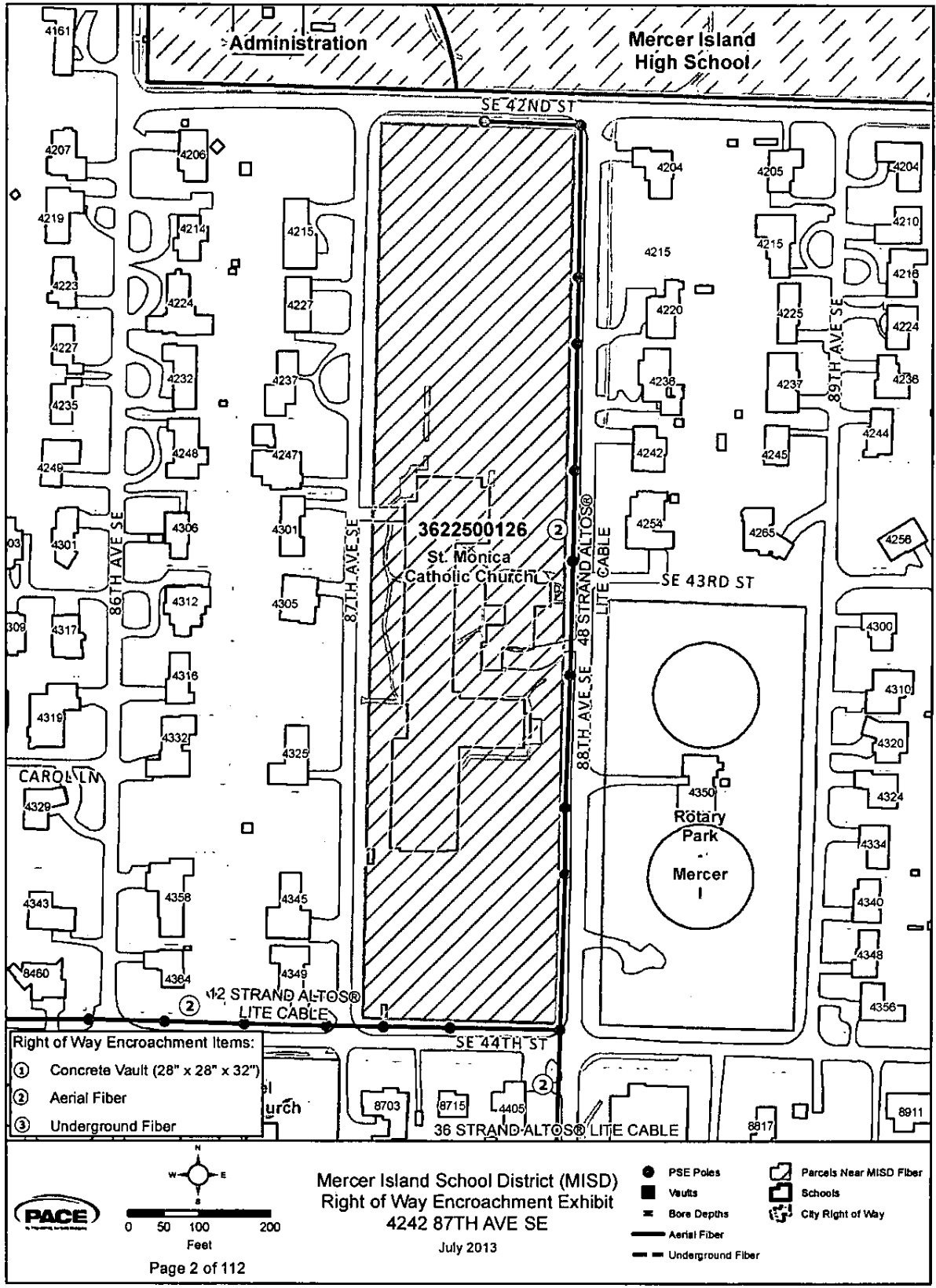
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



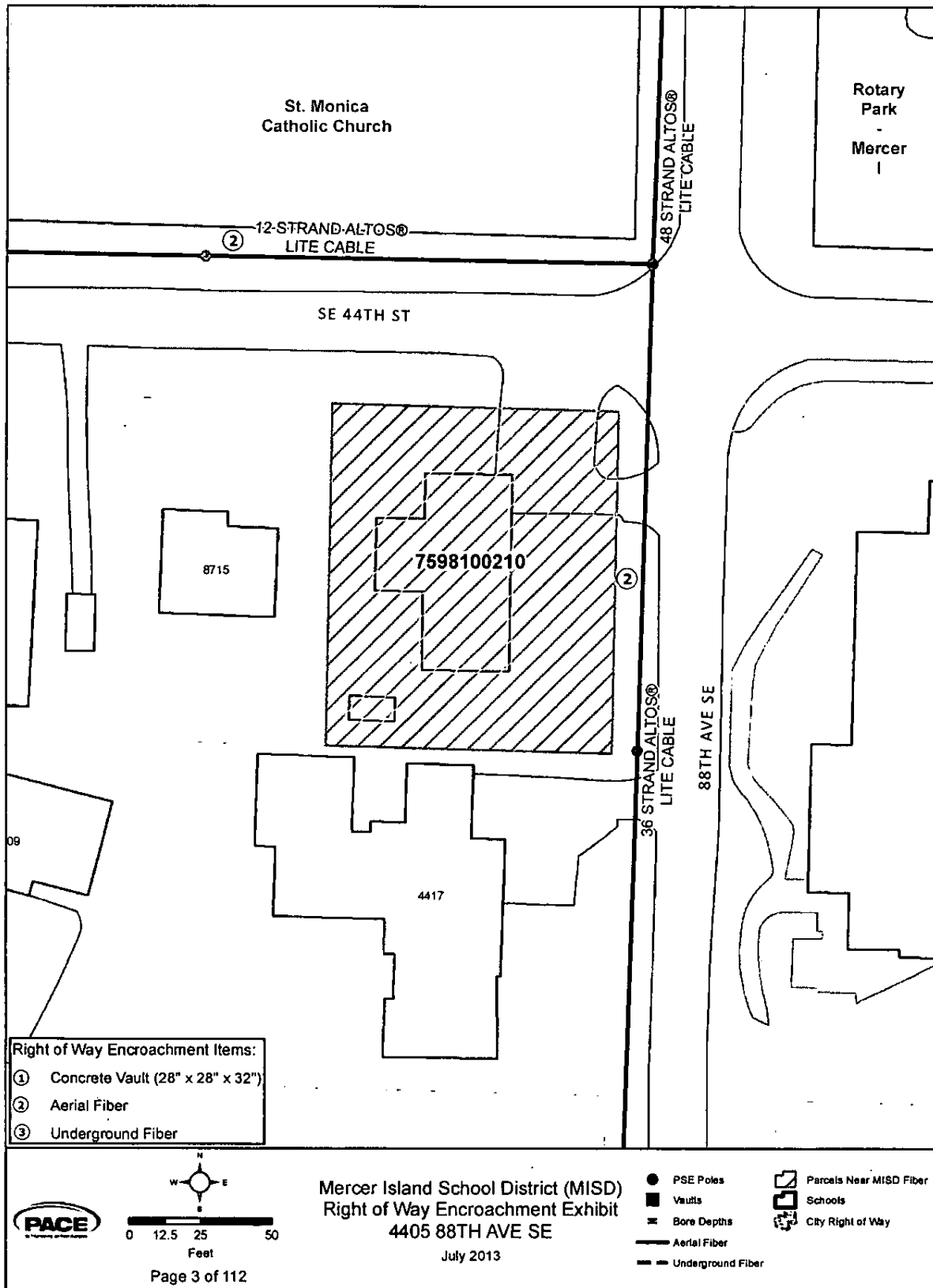
Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
9100 SE 42ND ST
 July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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Right of Way Encroachment Items:

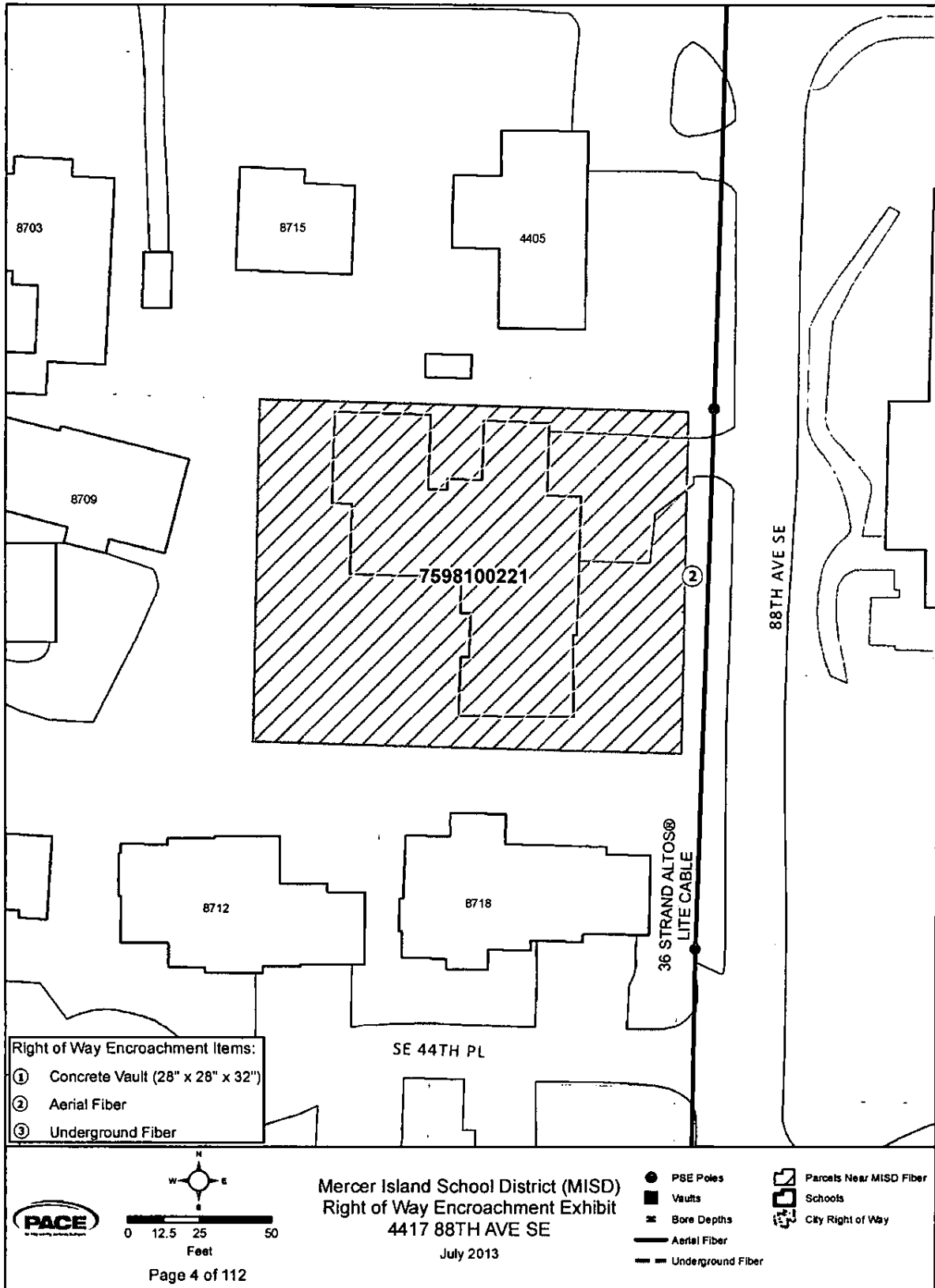
- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber

PACE
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 Feet

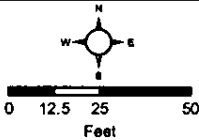
Page 3 of 112

Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4405 88TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

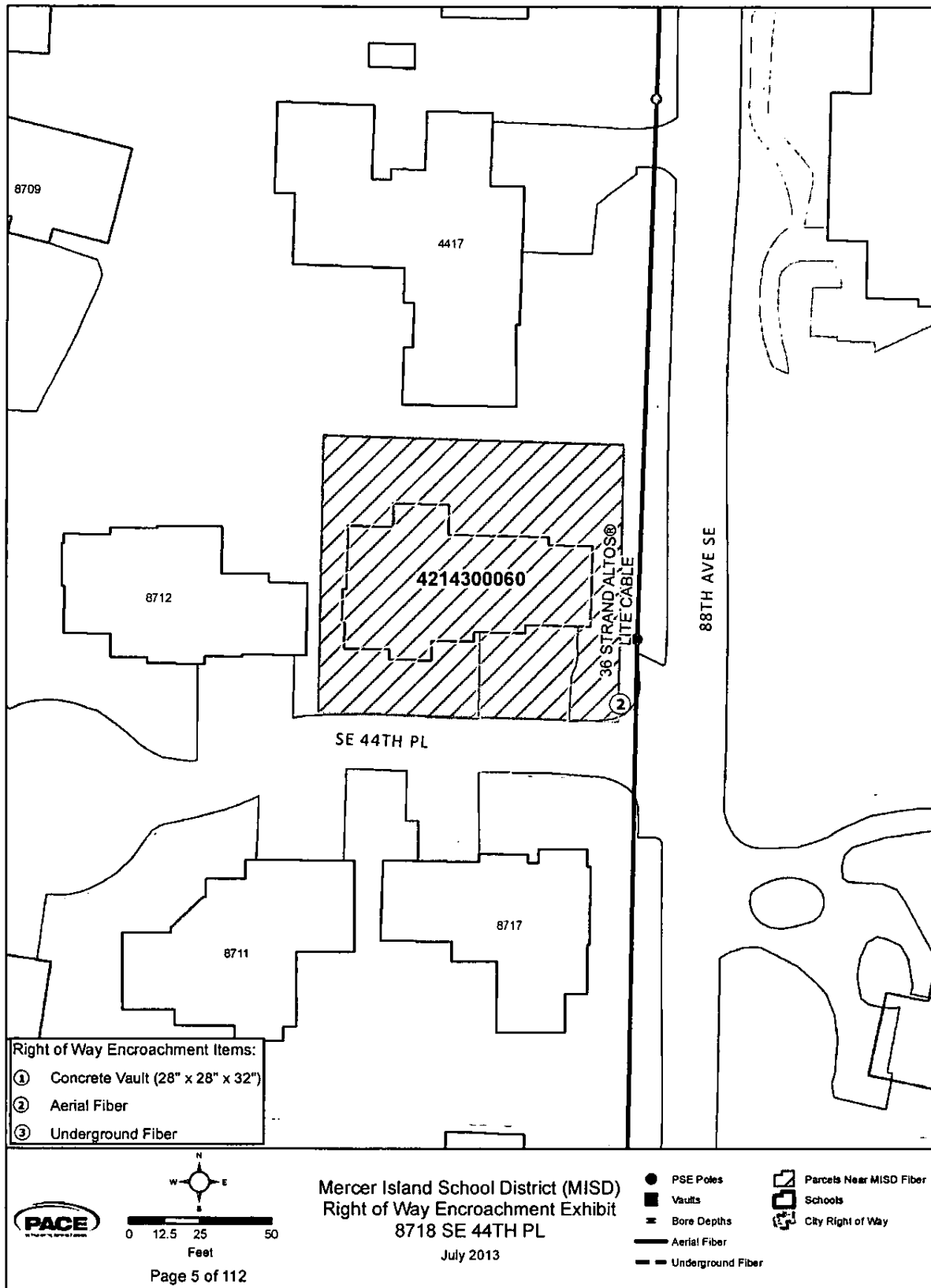


Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4417 88TH AVE SE

July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- Underground Fiber

- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

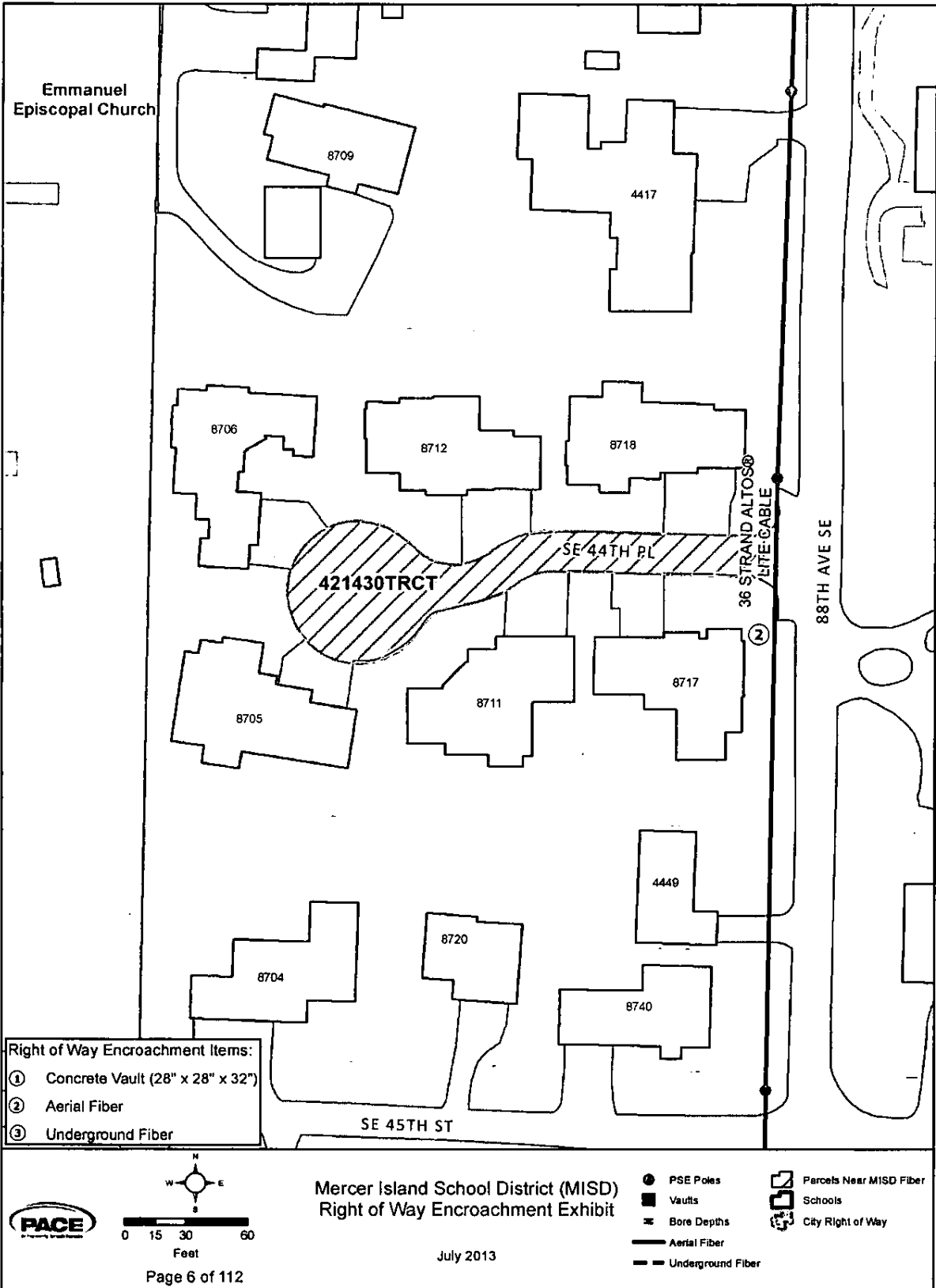
PACE
PROFESSIONAL ADVISORS & ENGINEERS

0 12.5 25 50
 Feet

Page 5 of 112

Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 8718 SE 44TH PL
 July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



Emmanuel Episcopal Church

8709

4417

8706

8712

8718

421430TRCT

SE 44TH PL

36 STRAND ALTOS
LITE-CABLE

88TH AVE SE

8705

8711

8717

4449

8704

8720

8740

SE 45TH ST

- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

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Feet

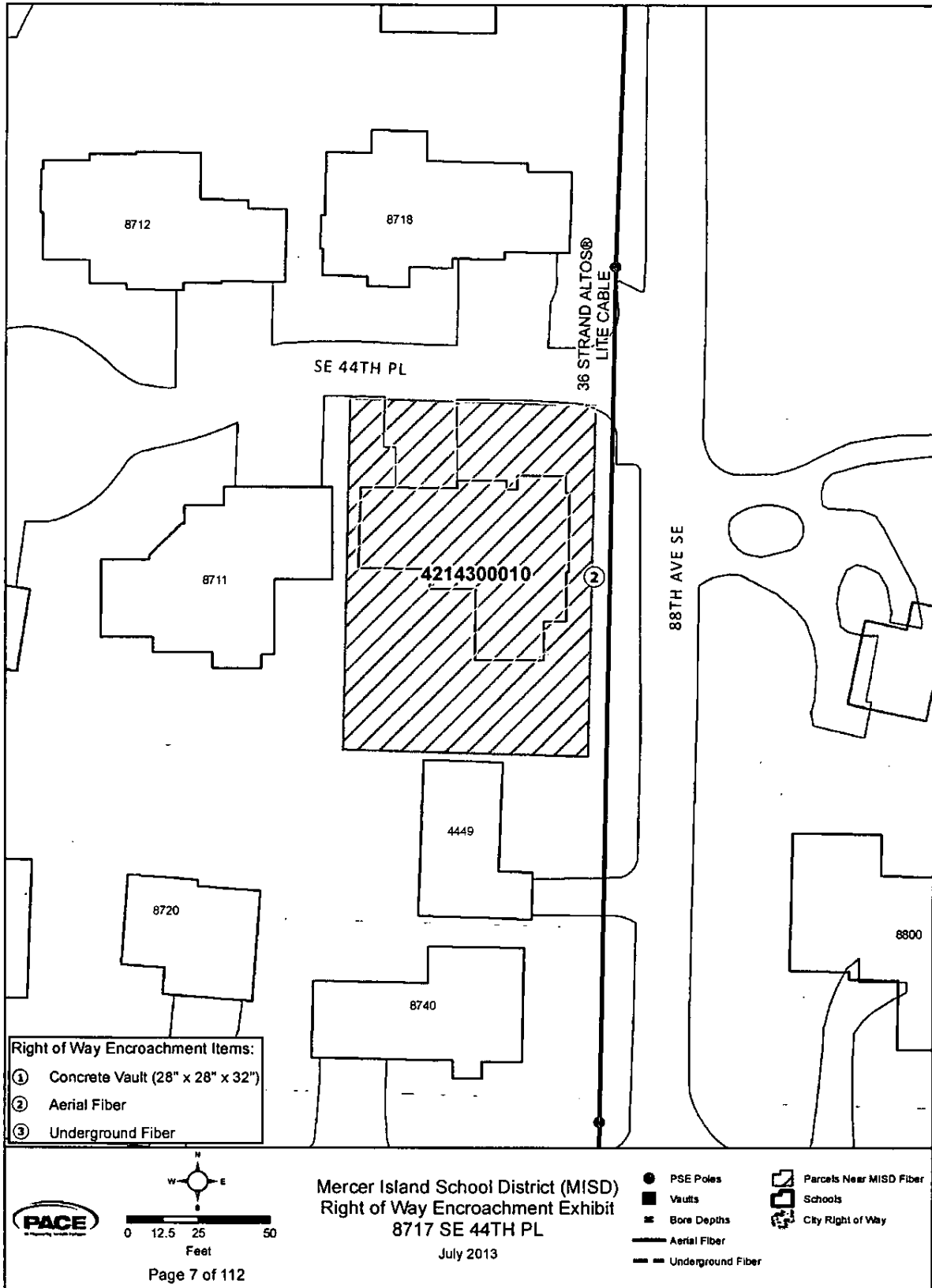
Page 6 of 112

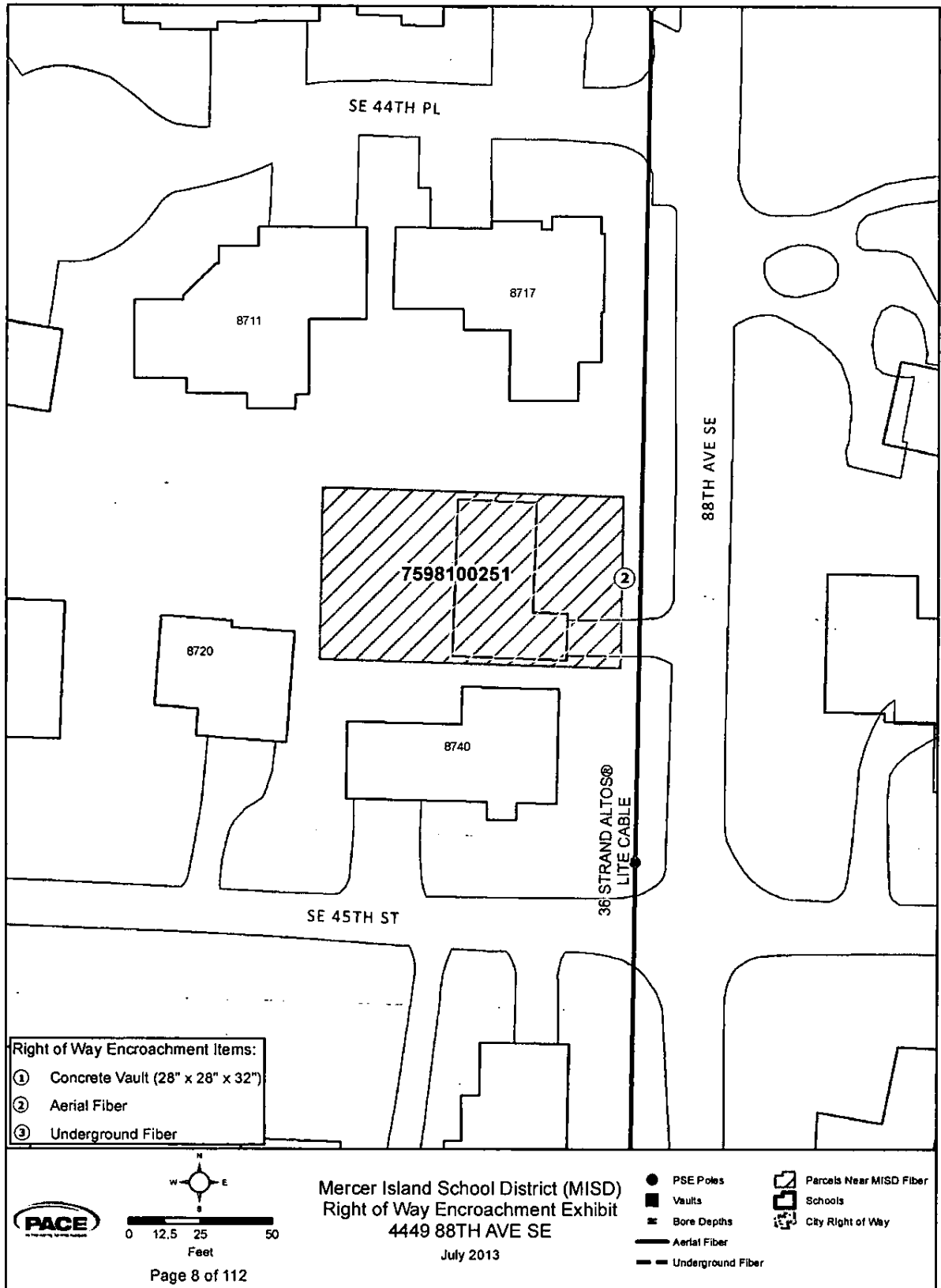
Mercer Island School District (MISD)
Right of Way Encroachment Exhibit

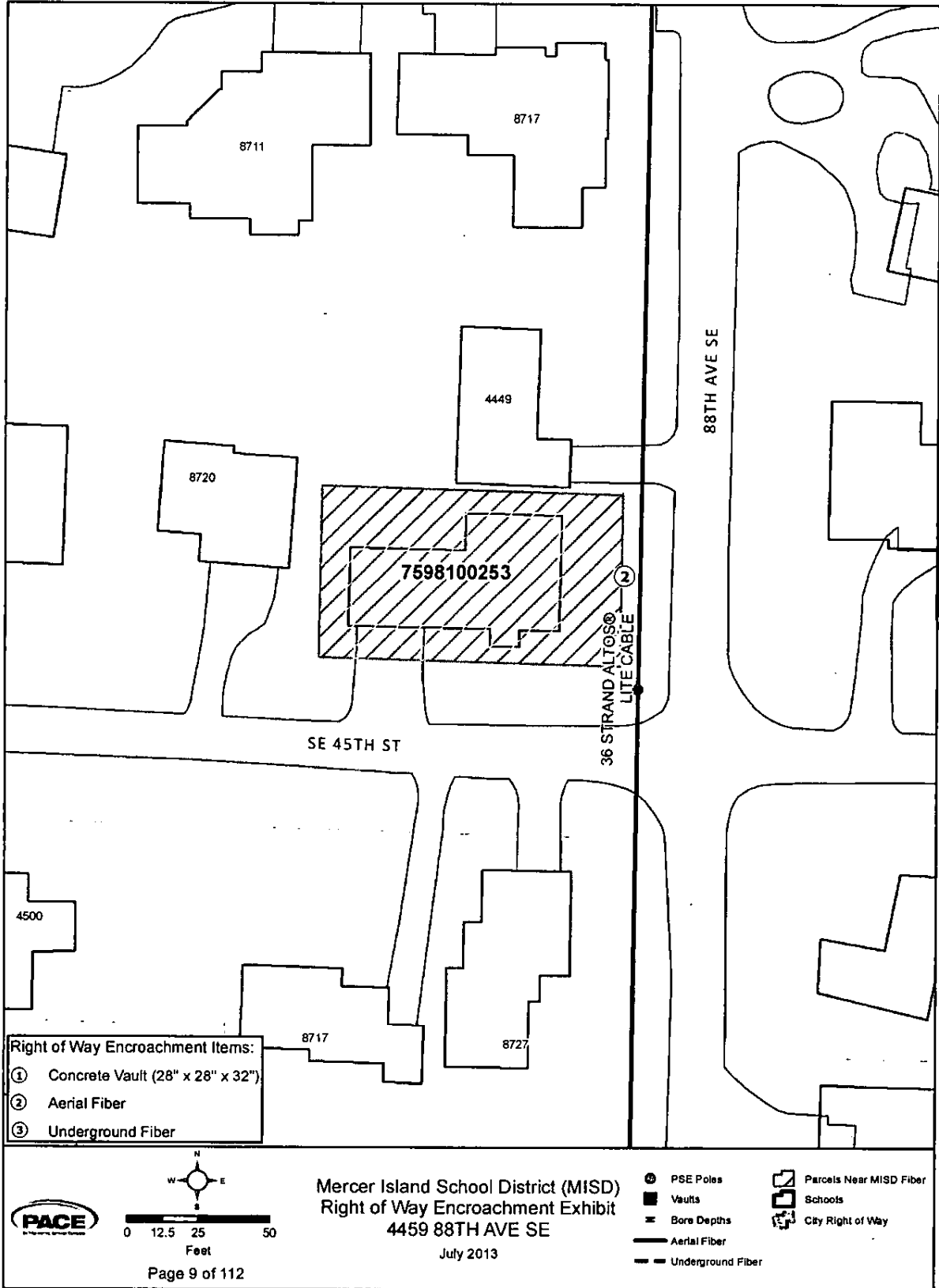
- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

July 2013

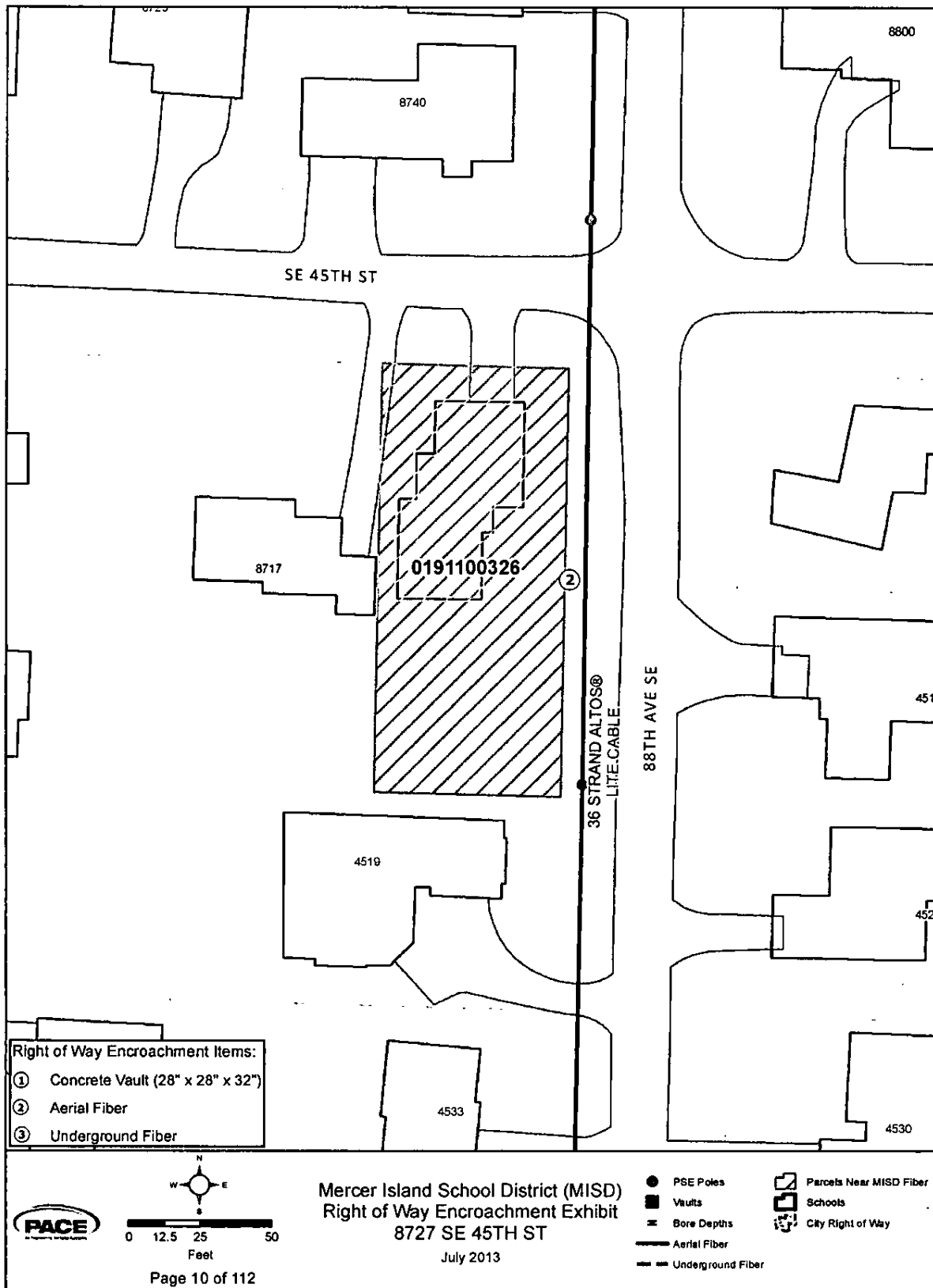
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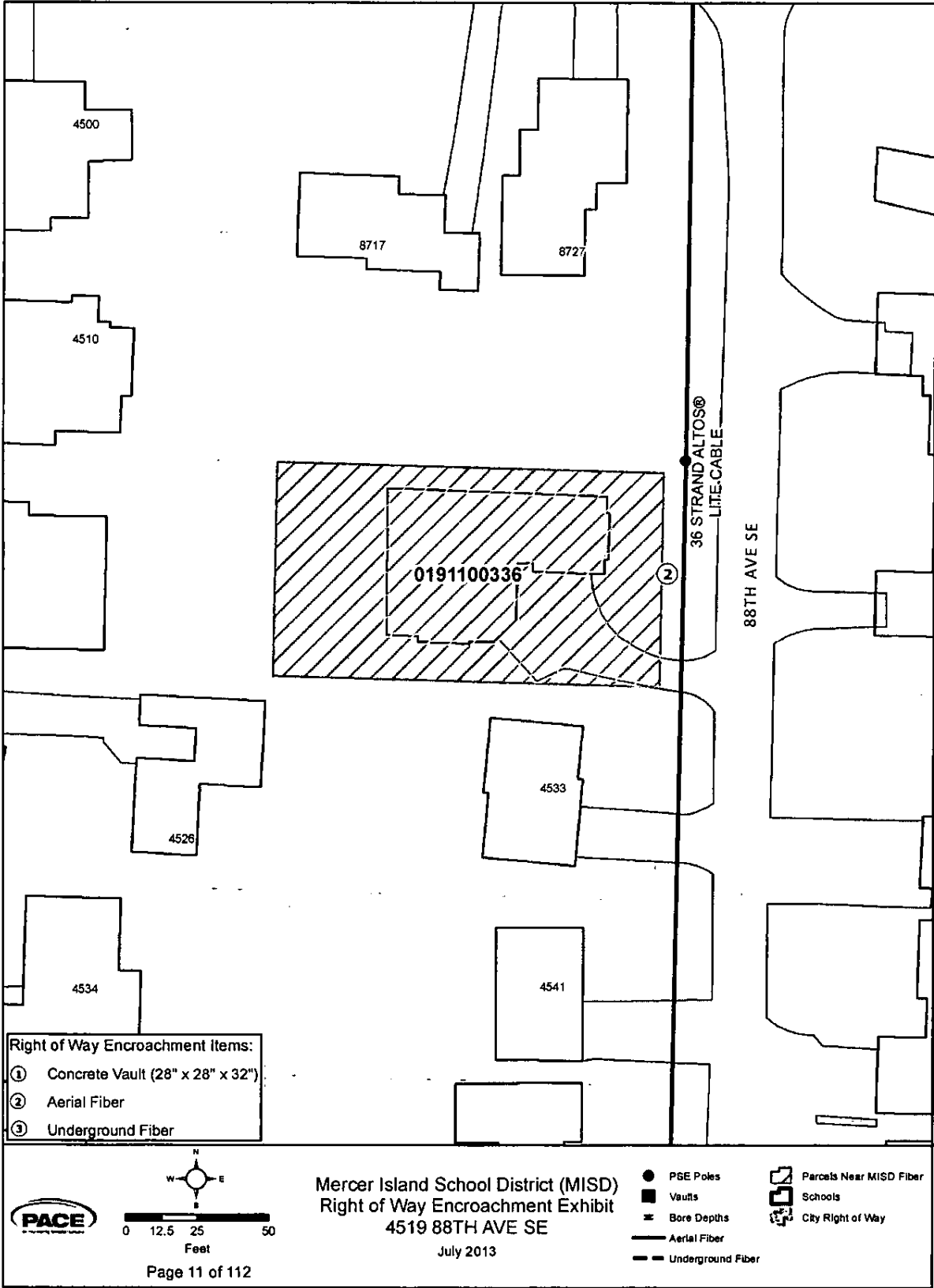




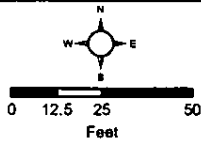


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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

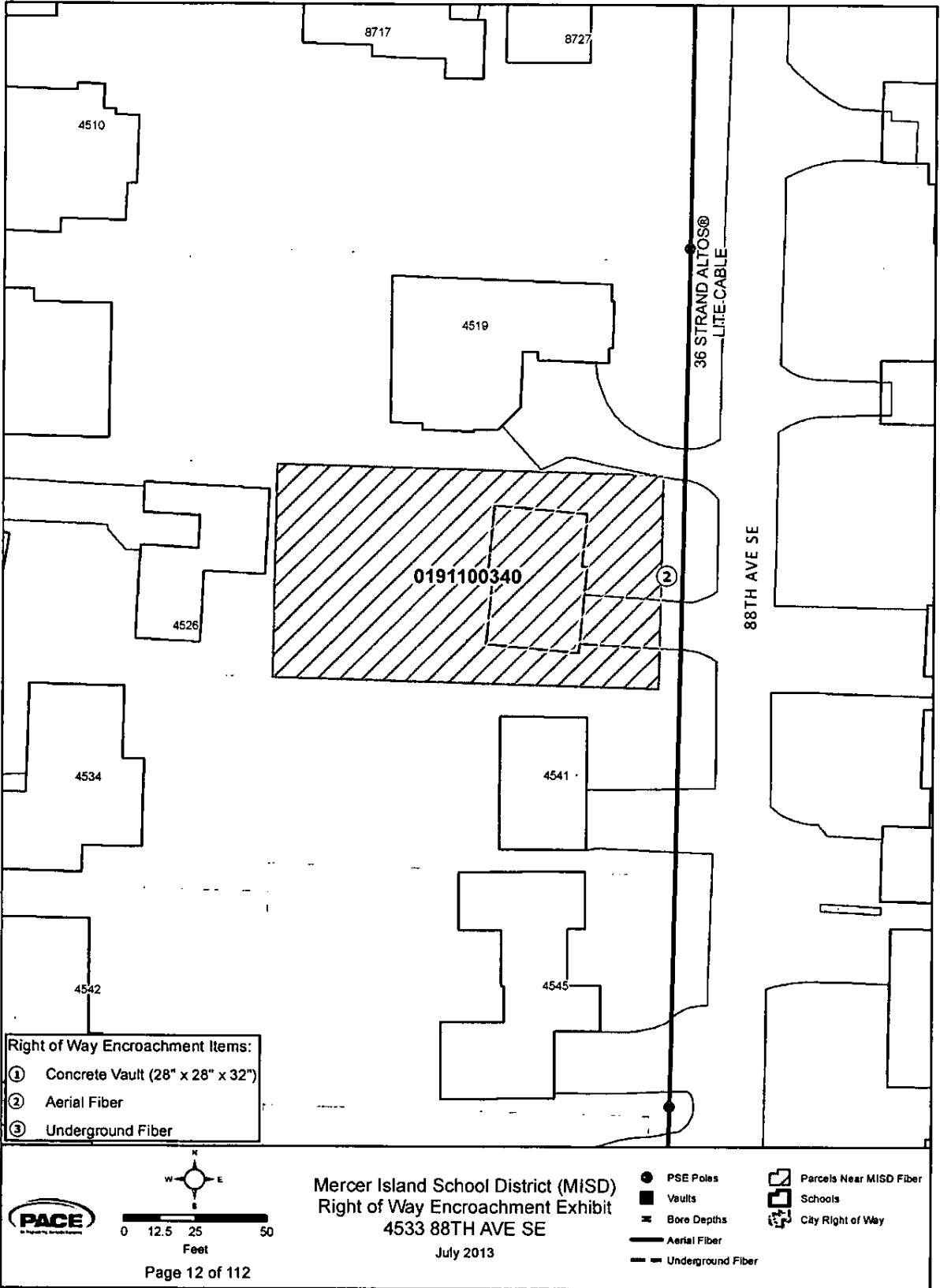


Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4519 88TH AVE SE

July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber

- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



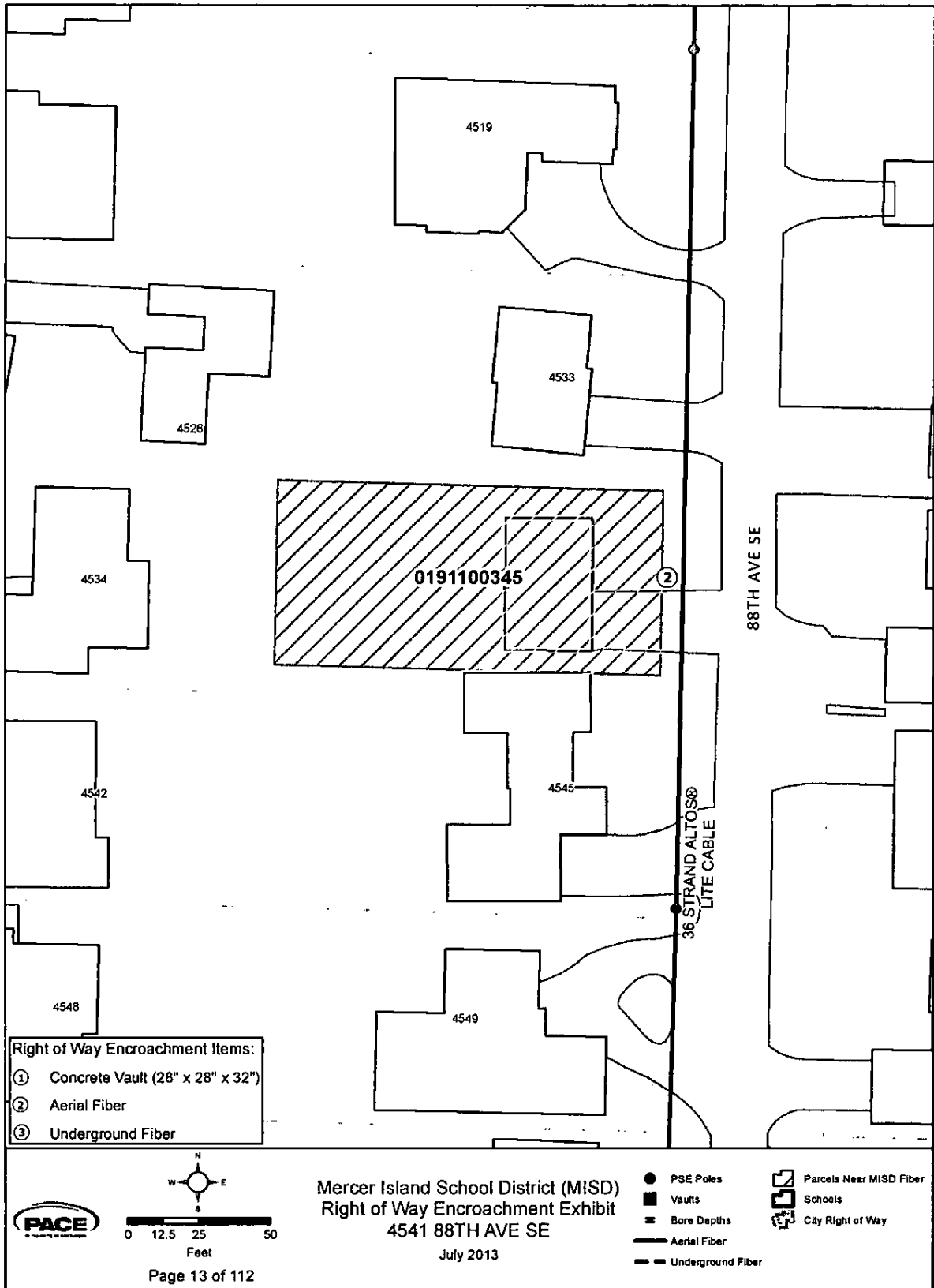
- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE
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 Page 12 of 112

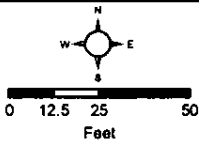
Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4533 88TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ⊞ City Right of Way

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- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

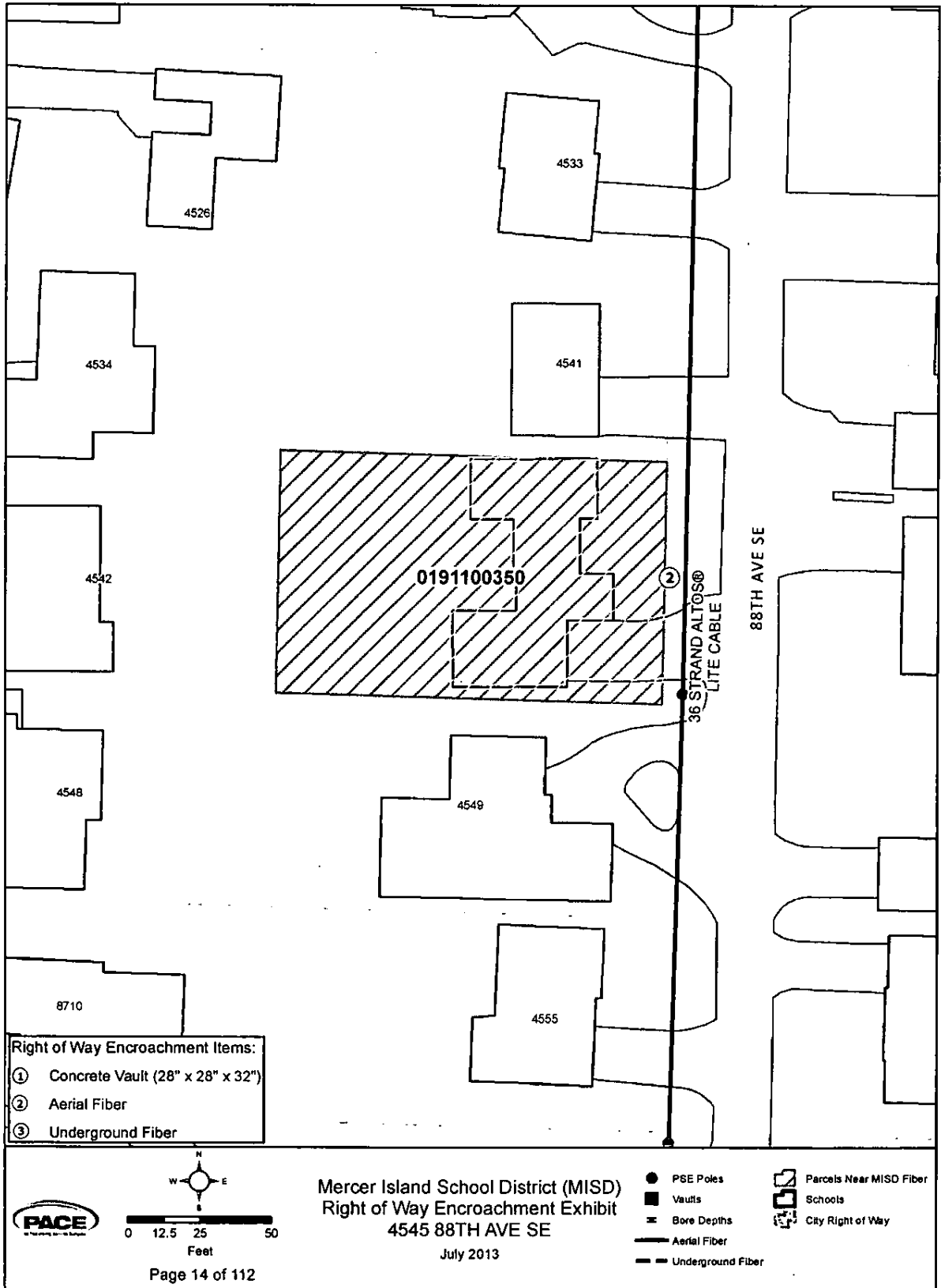


Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4541 88TH AVE SE

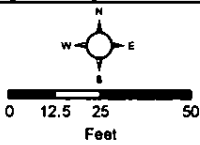
July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber

- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



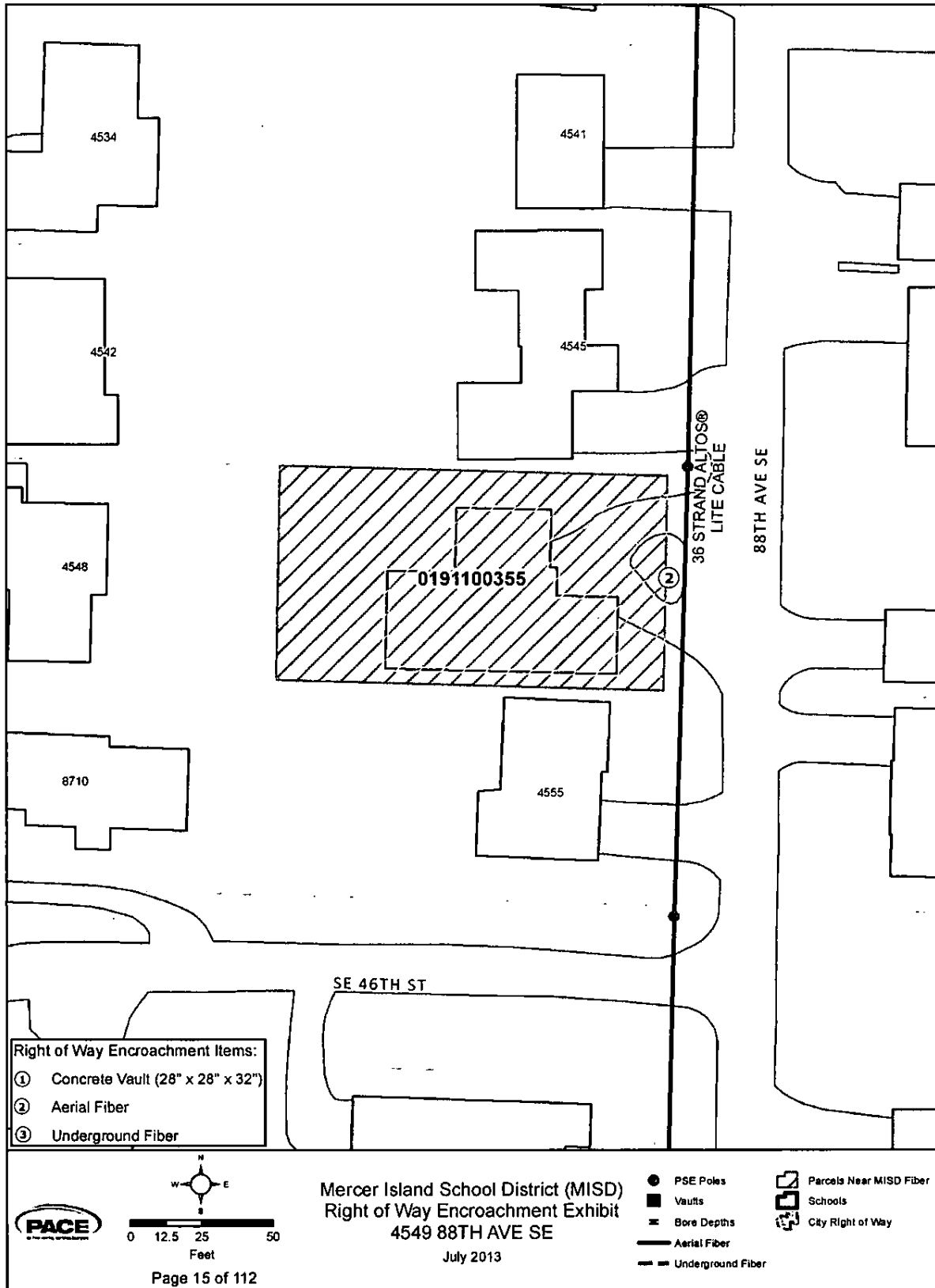
- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

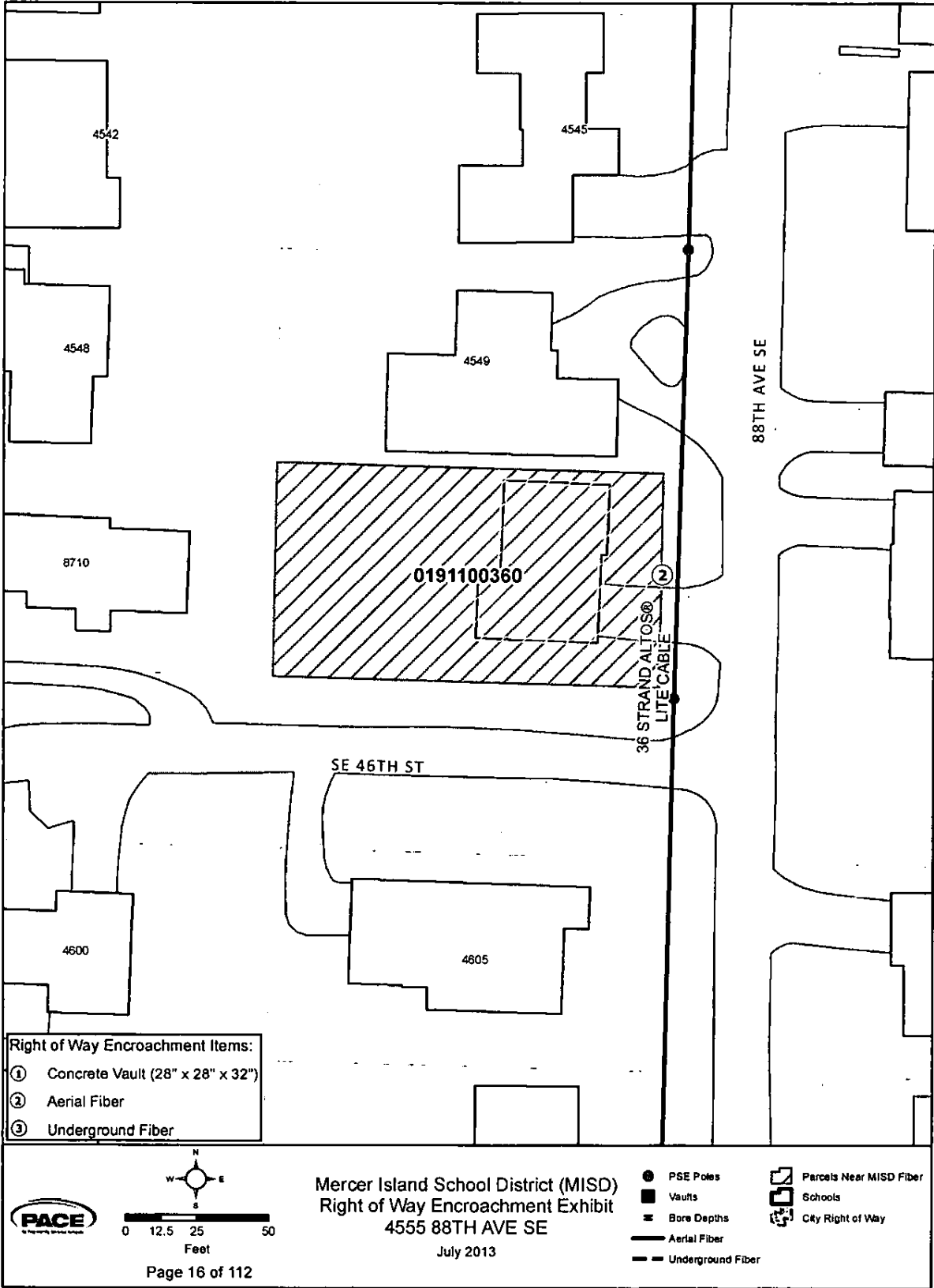


**Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4545 88TH AVE SE**

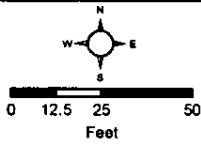
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▨ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way





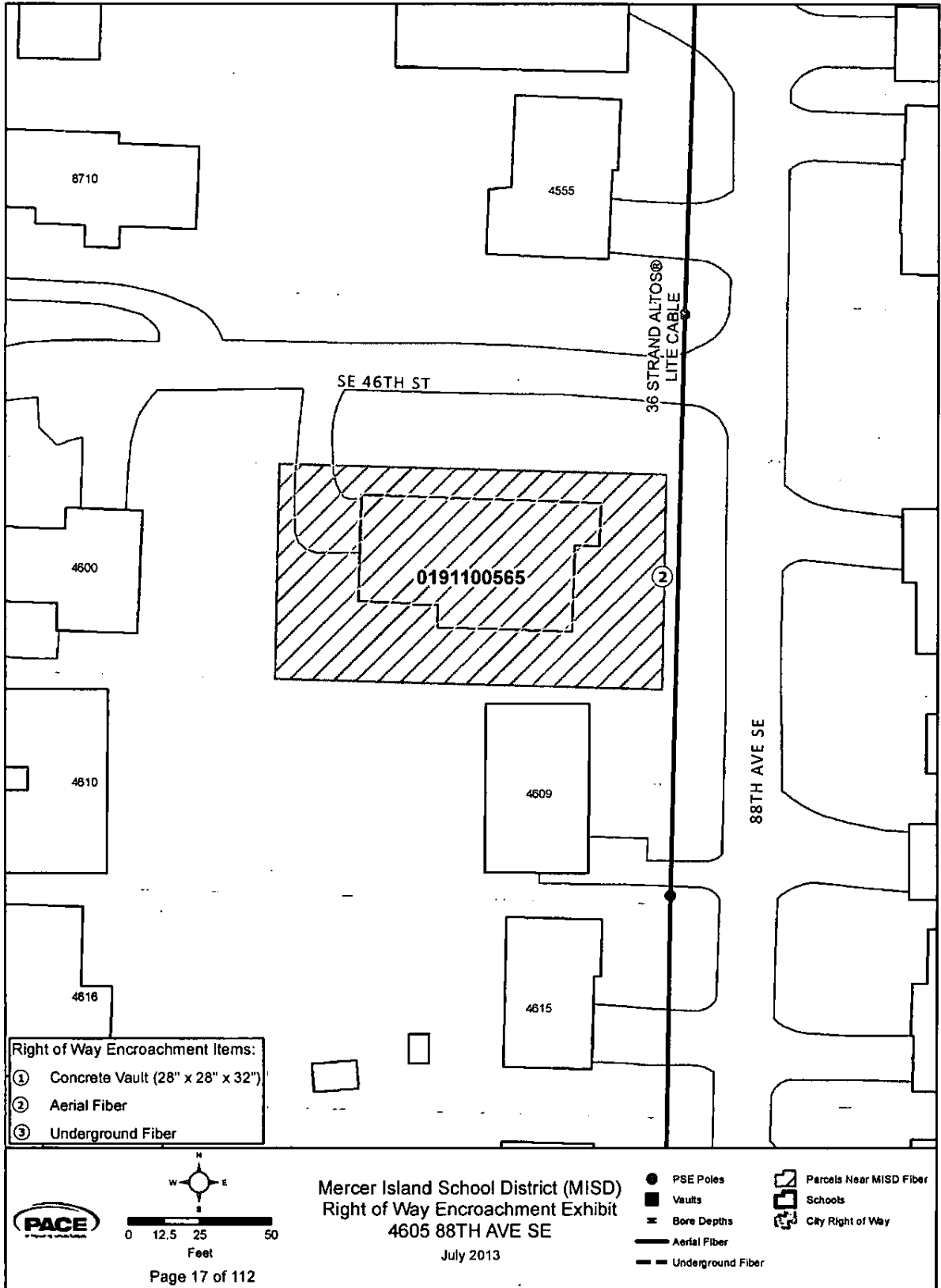
- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



**Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4555 88TH AVE SE**

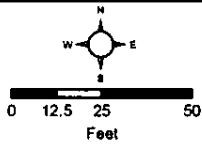
July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▨ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



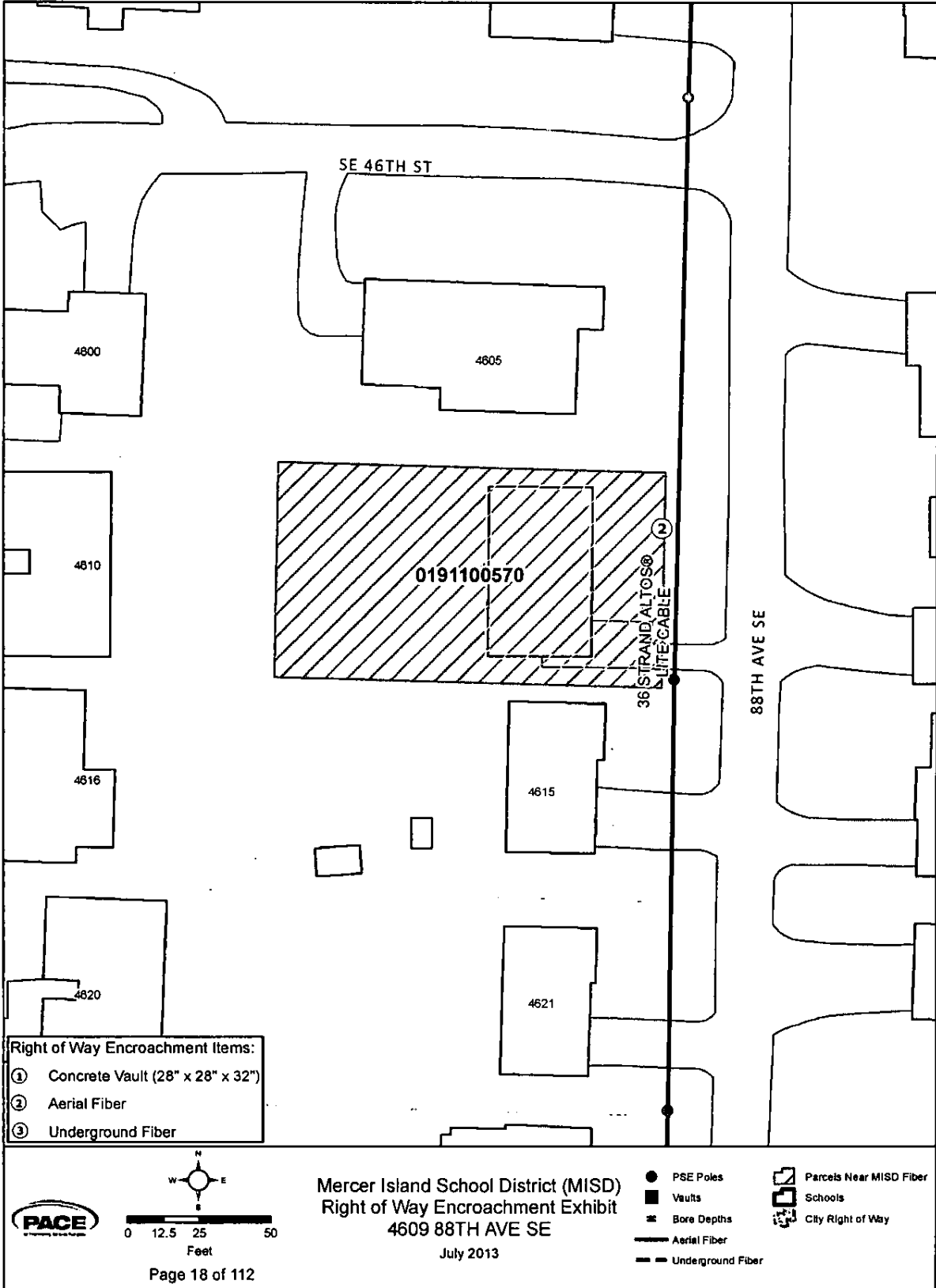
Right of Way Encroachment Items:

- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber

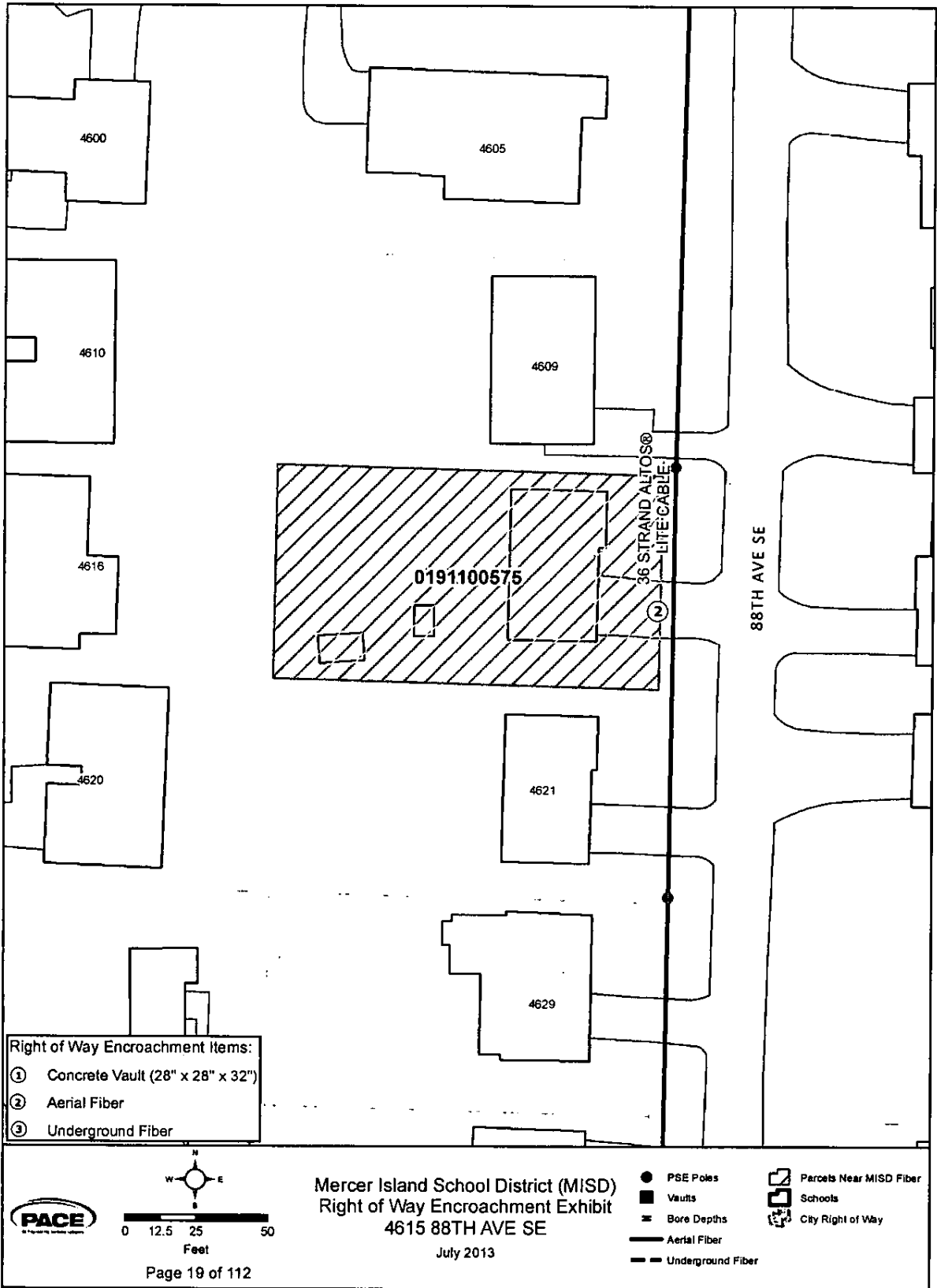


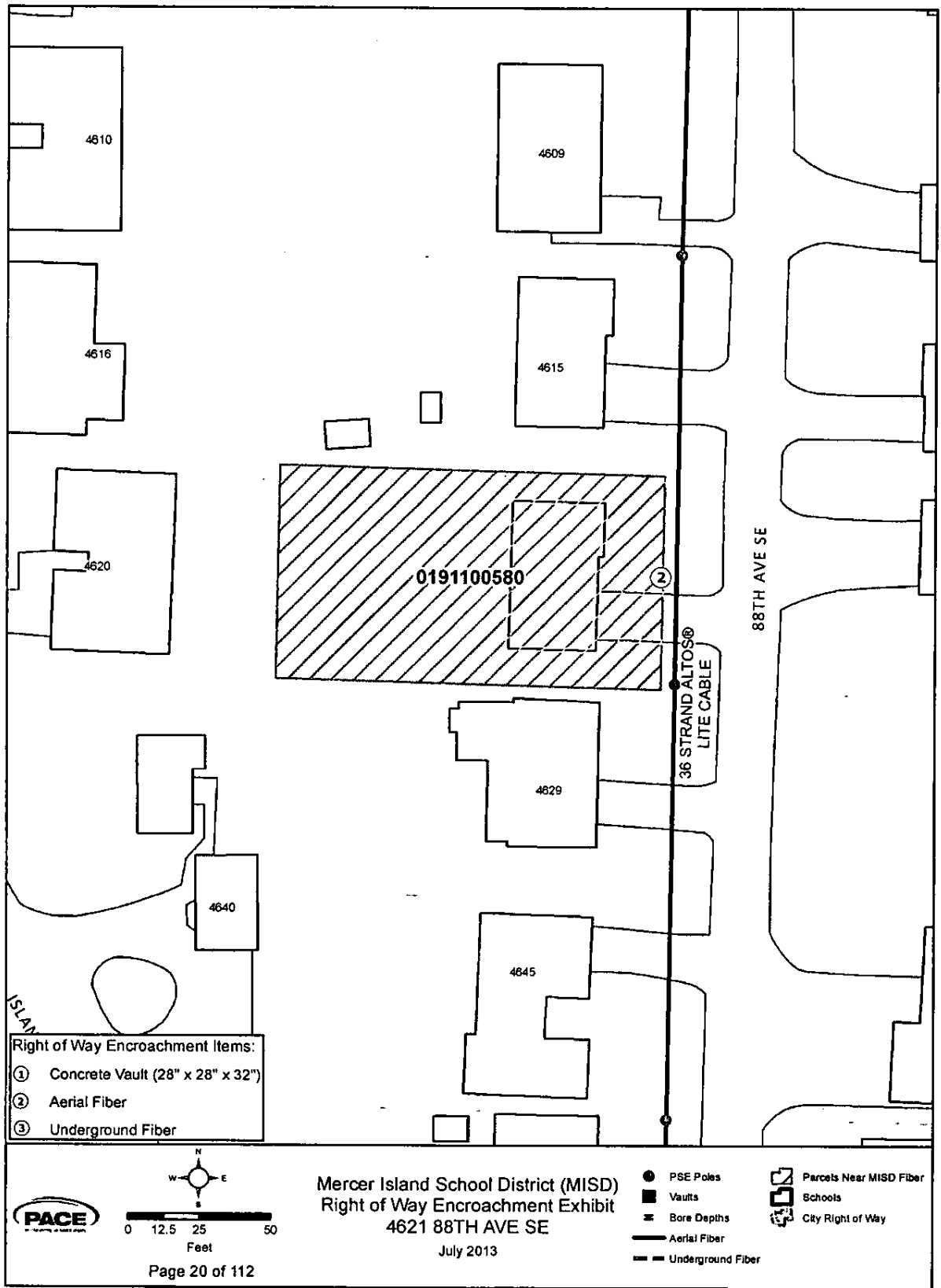
Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4605 88TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE
PLANNING AND CONSTRUCTION SERVICES

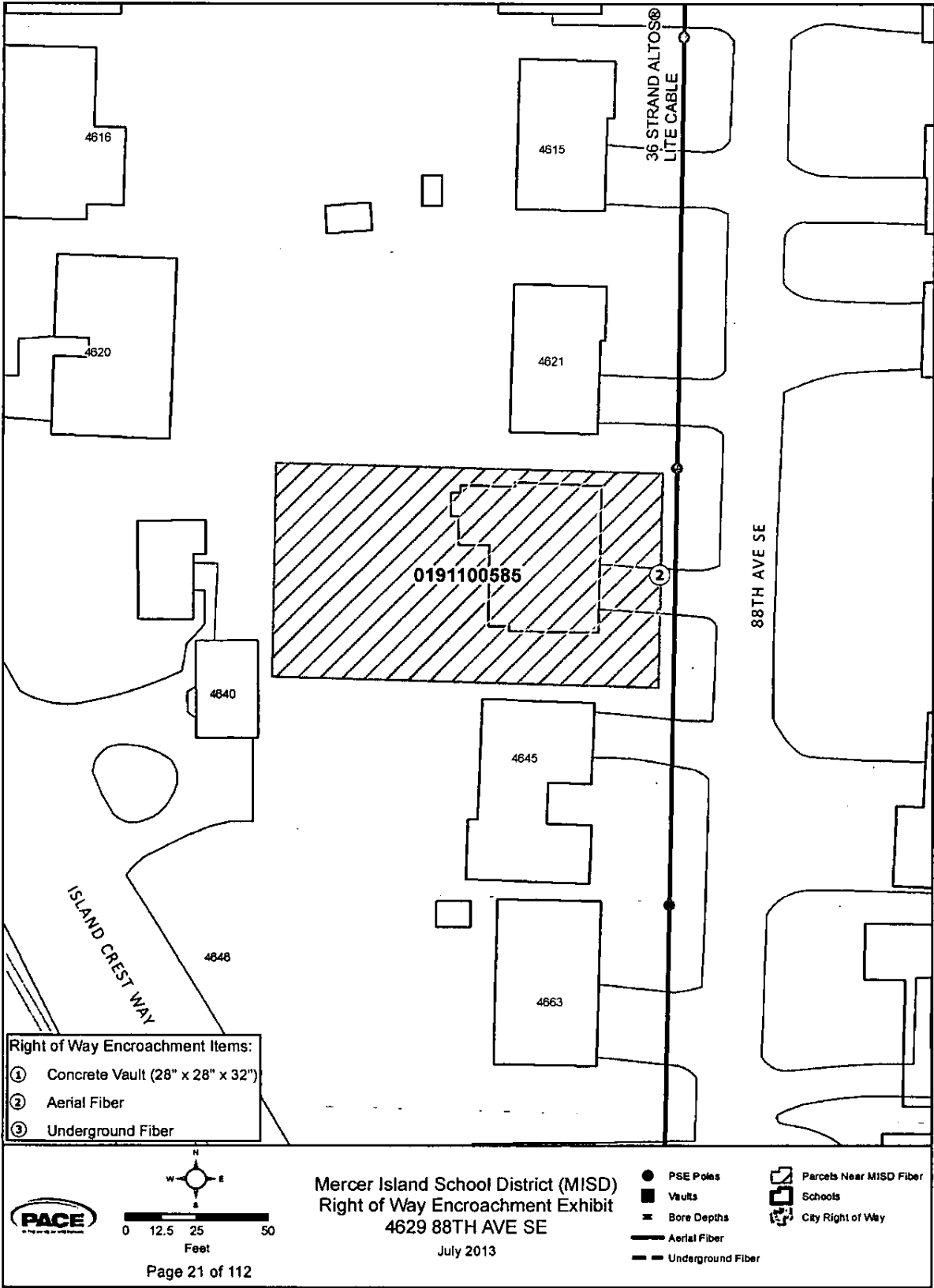
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
 4621 88TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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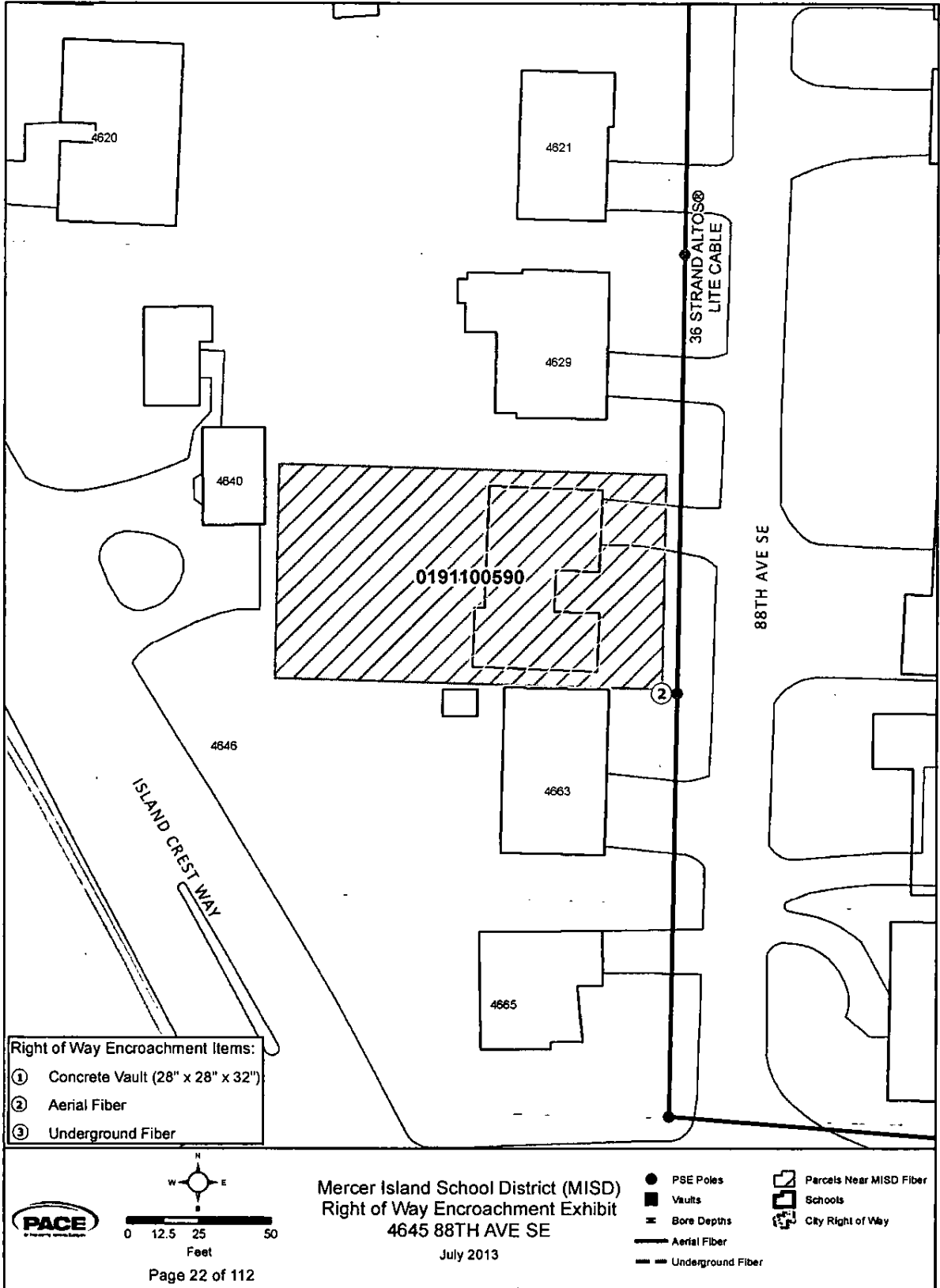
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

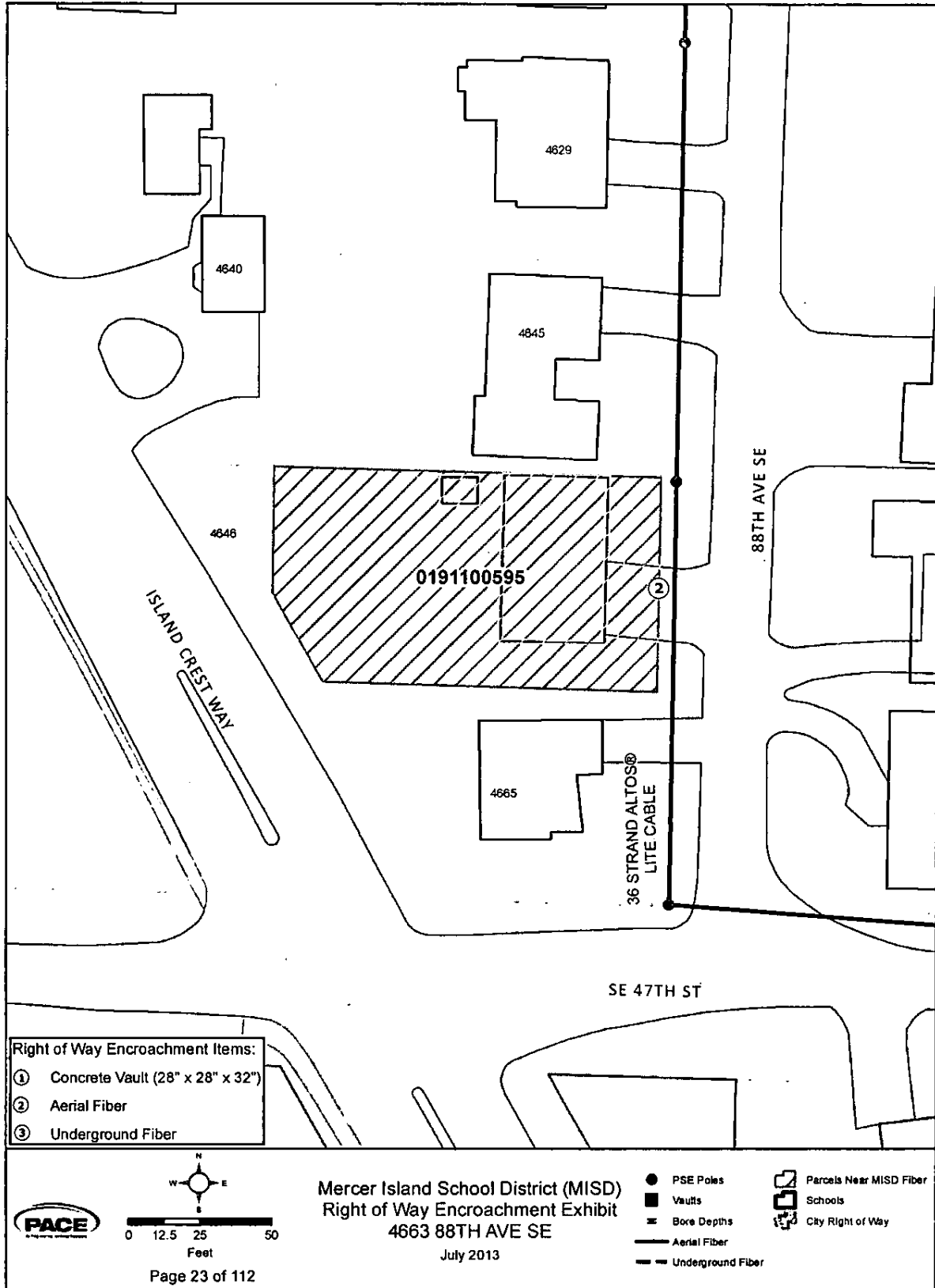
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4629 88TH AVE SE
July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way





- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

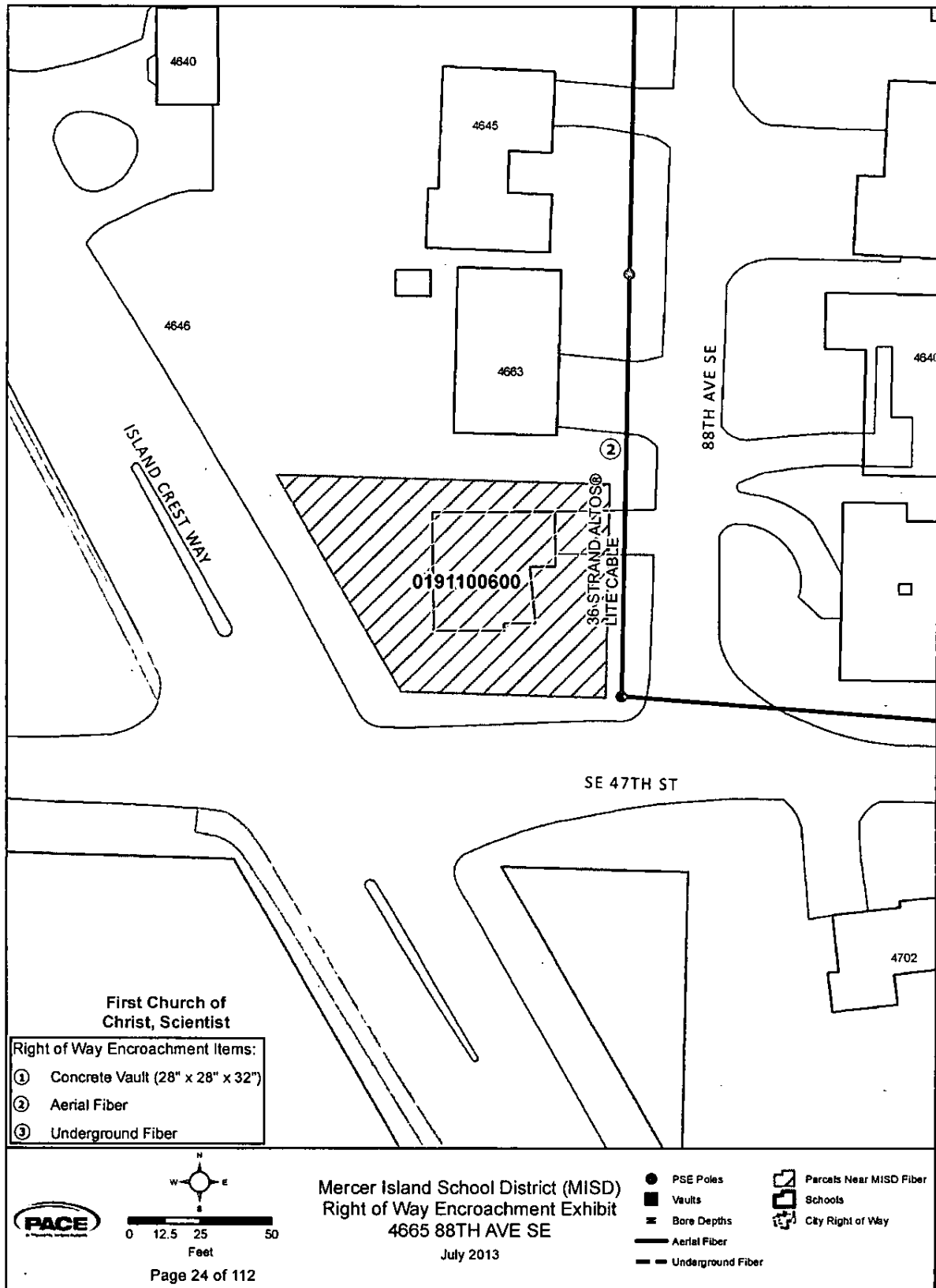
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4663 88TH AVE SE
July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



First Church of Christ, Scientist

Right of Way Encroachment Items:

- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber

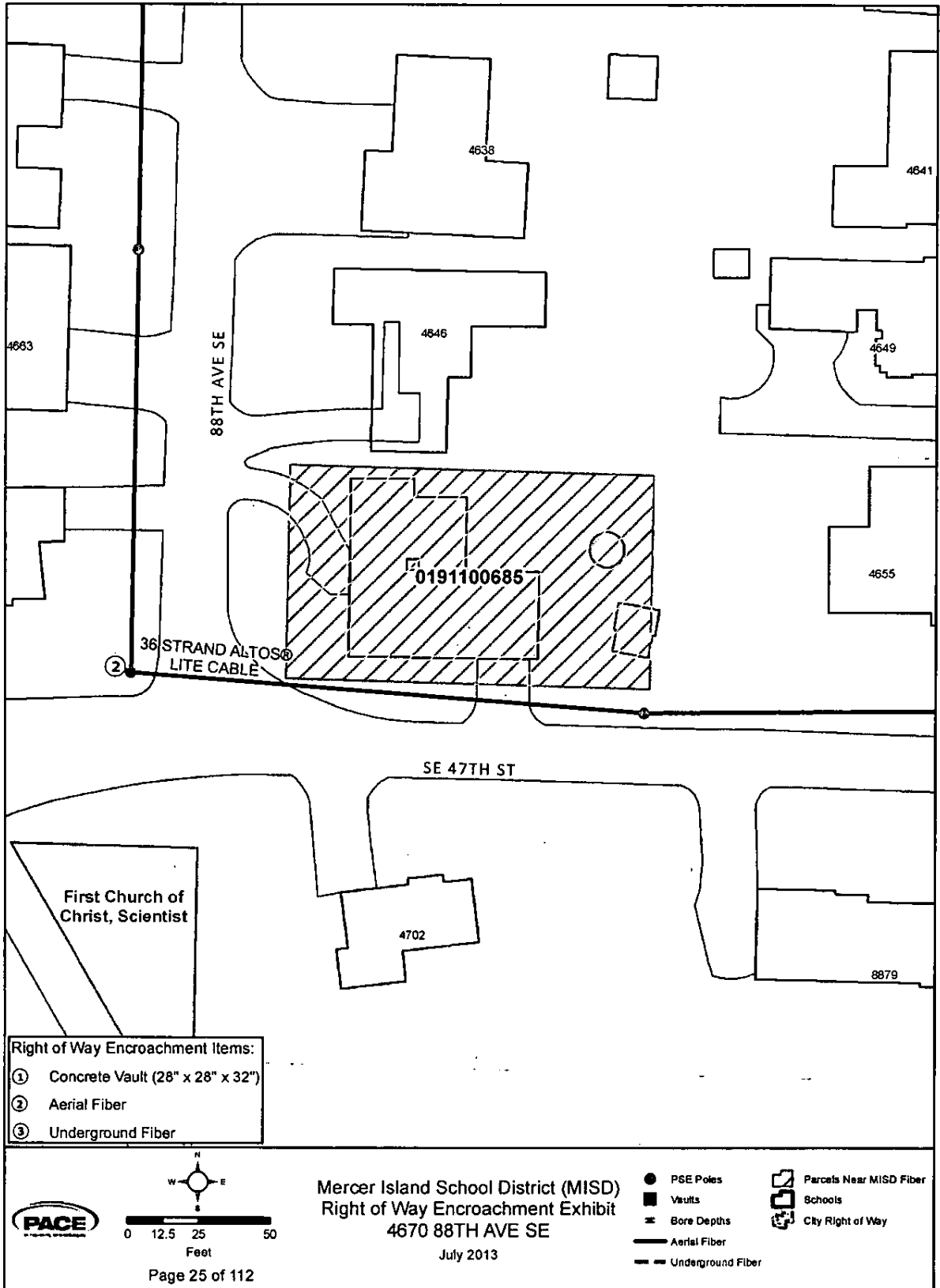
PACE
Professional Aerial Cartography & Engineering

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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4665 88TH AVE SE
July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

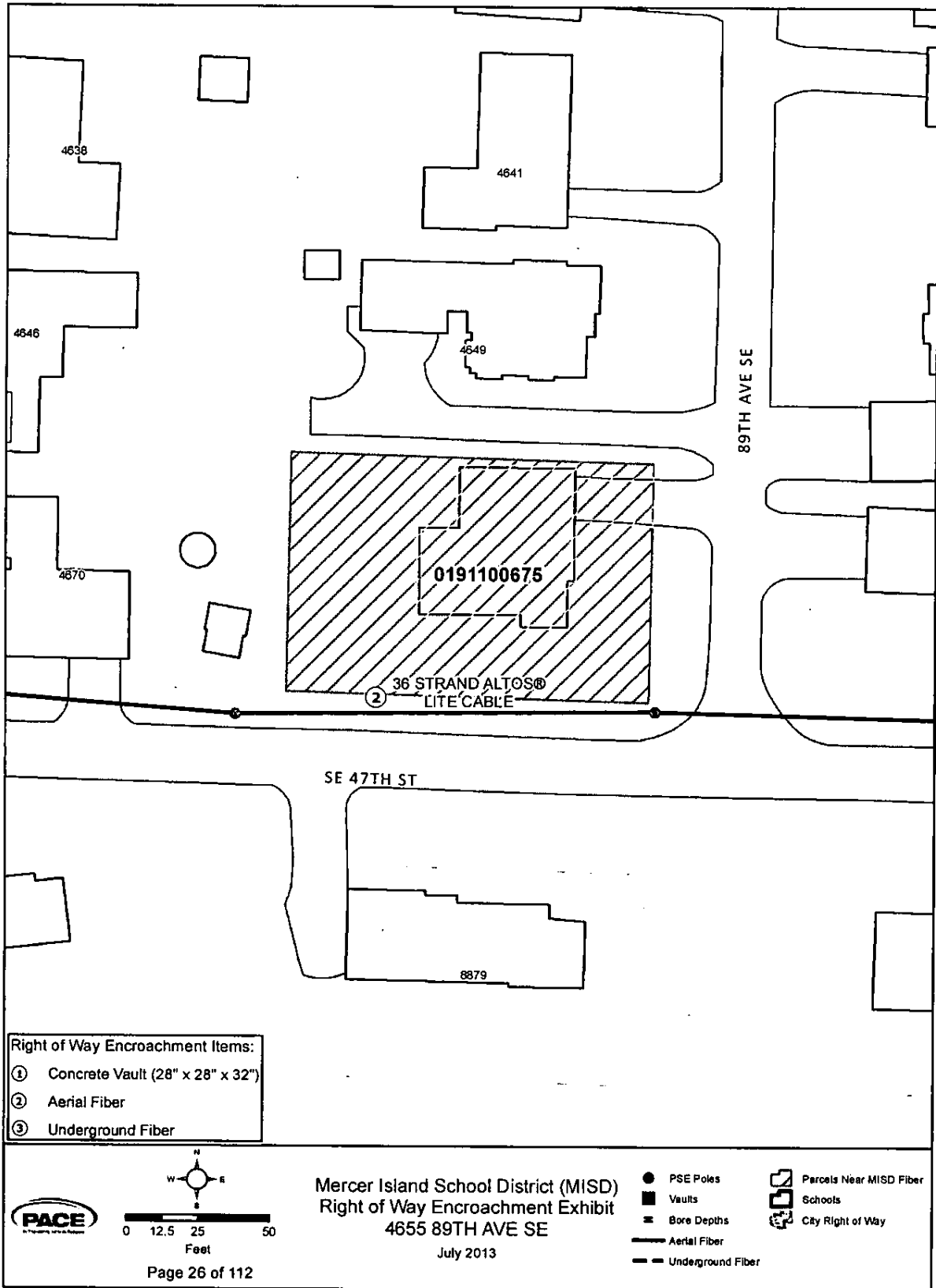
PACE

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Feet

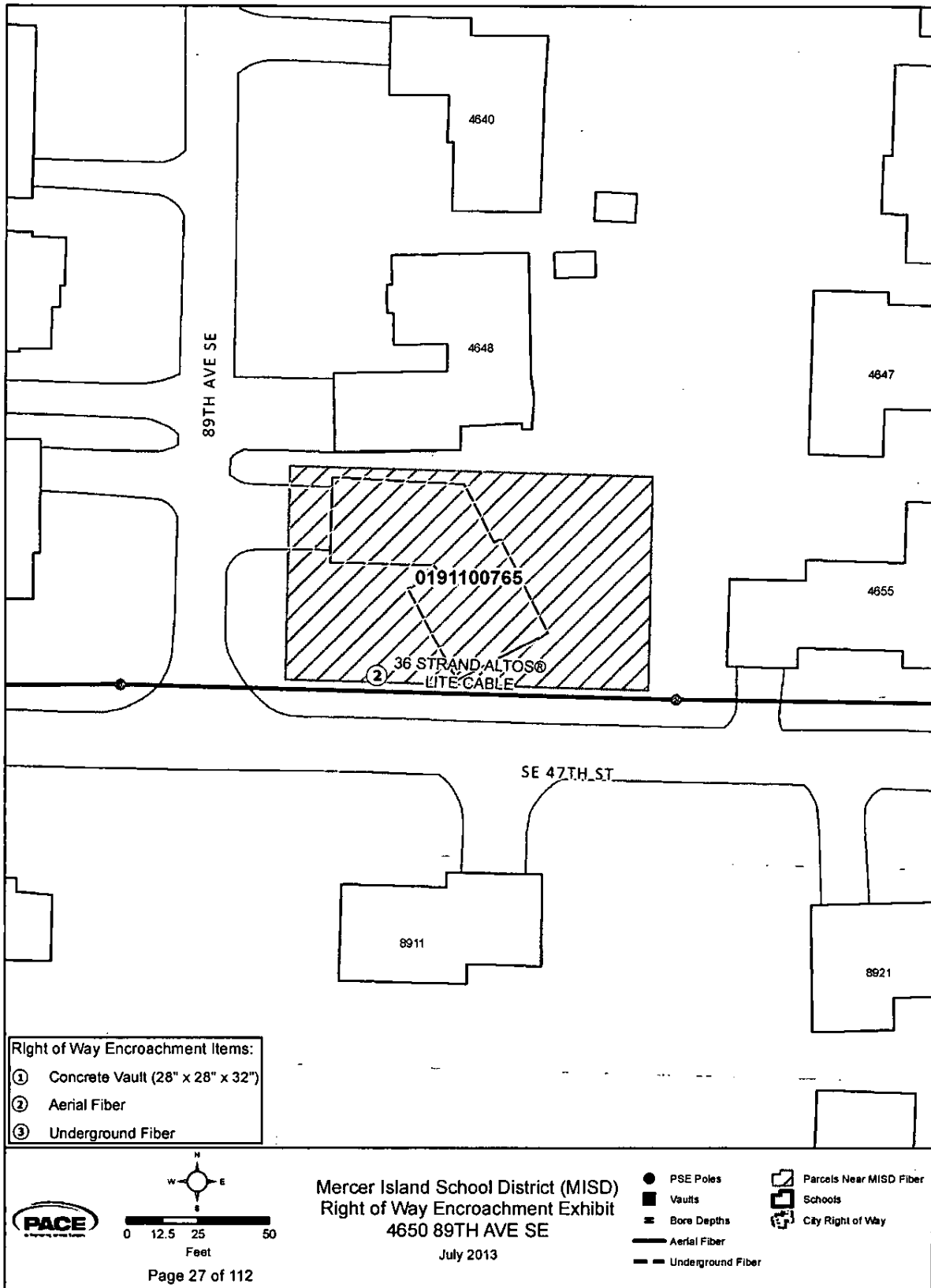
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4670 88TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ⊞ Schools
- ⊞ City Right of Way



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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE
A WORLD OF SOLUTIONS

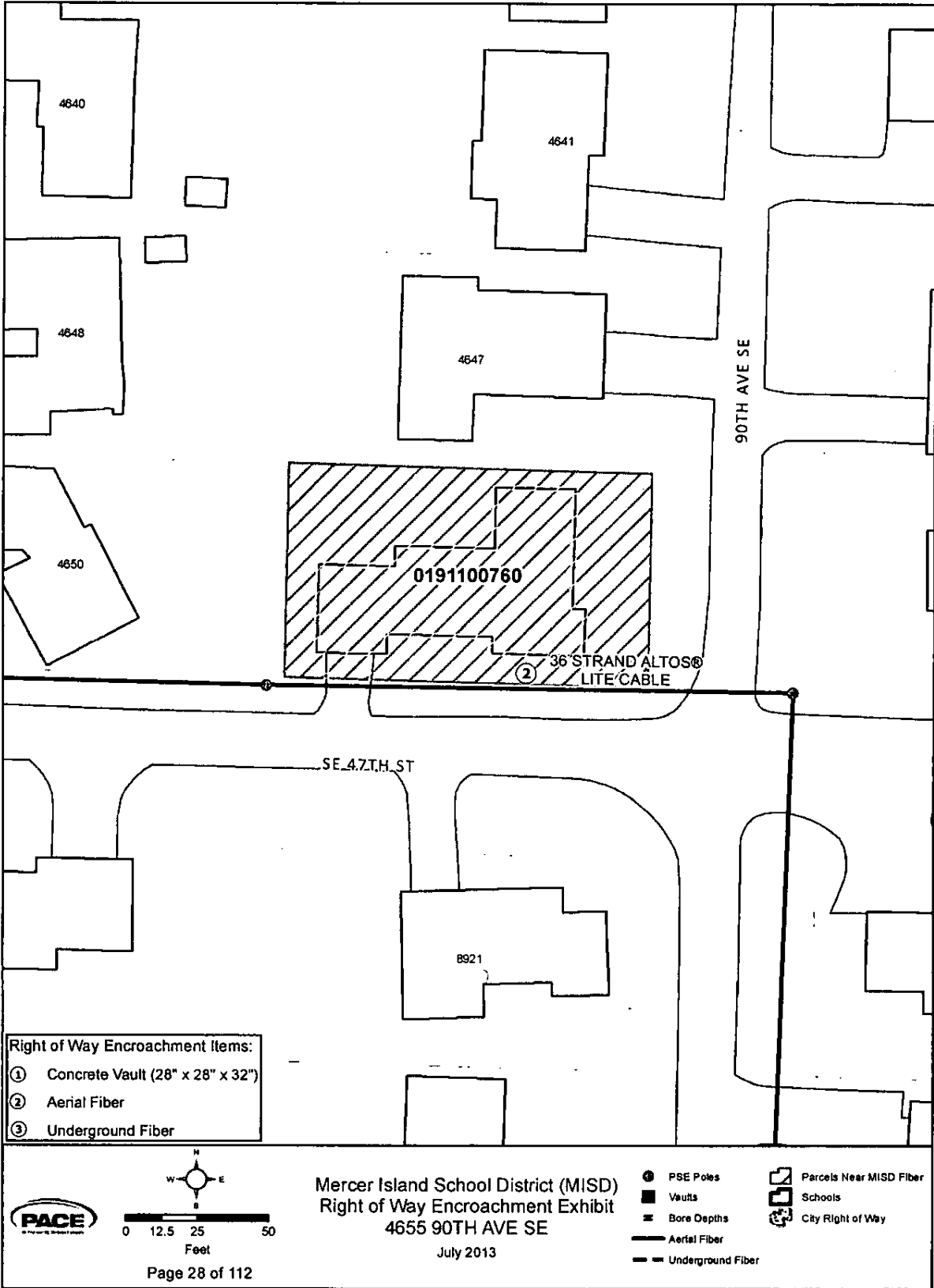
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4650 89TH AVE SE
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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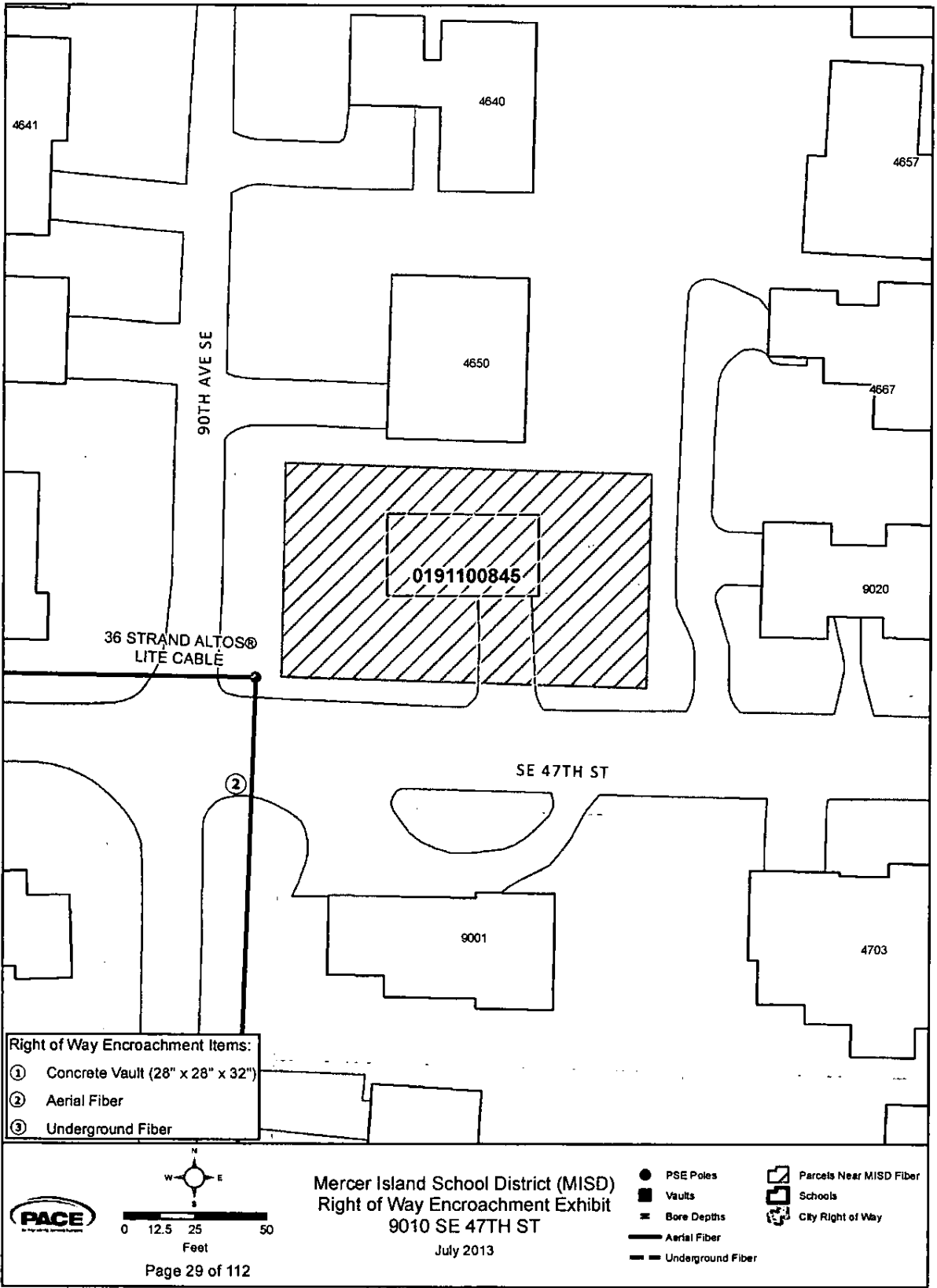
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

0 12.5 25 50
Feet

Page 28 of 112

Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4655 90TH AVE SE
 July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

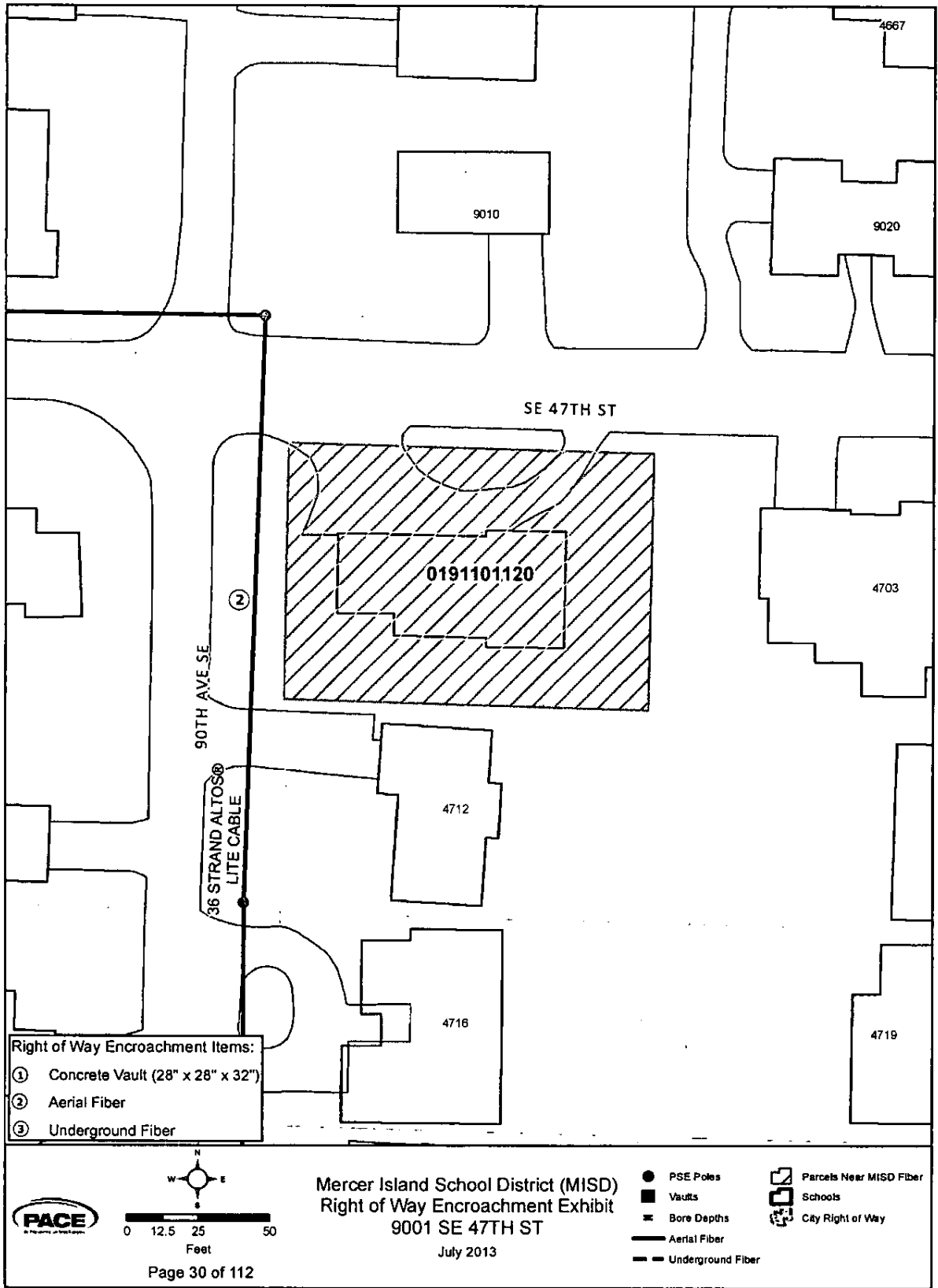
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Feet

Page 29 of 112

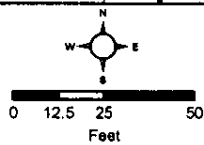
Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
9010 SE 47TH ST
July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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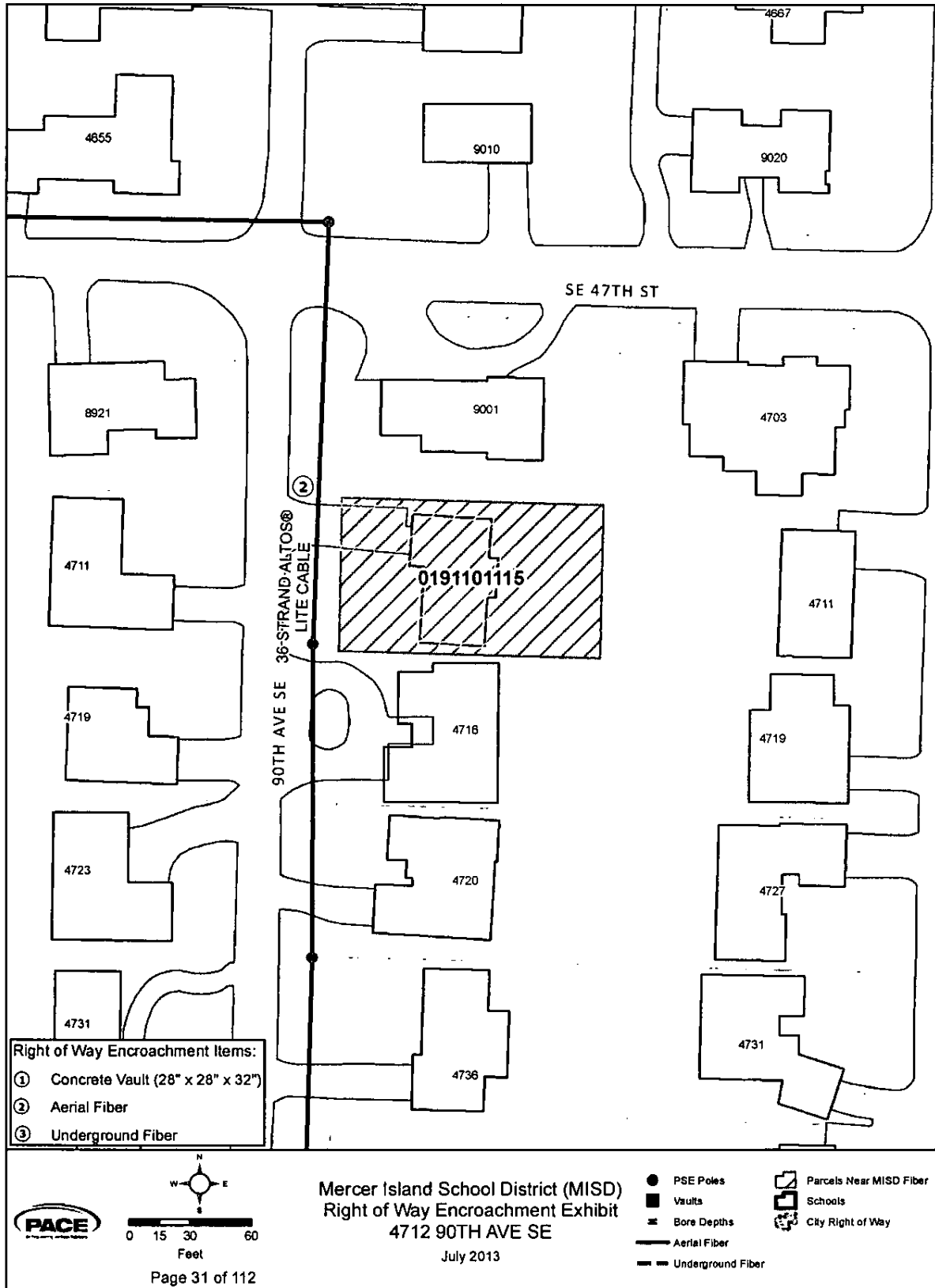


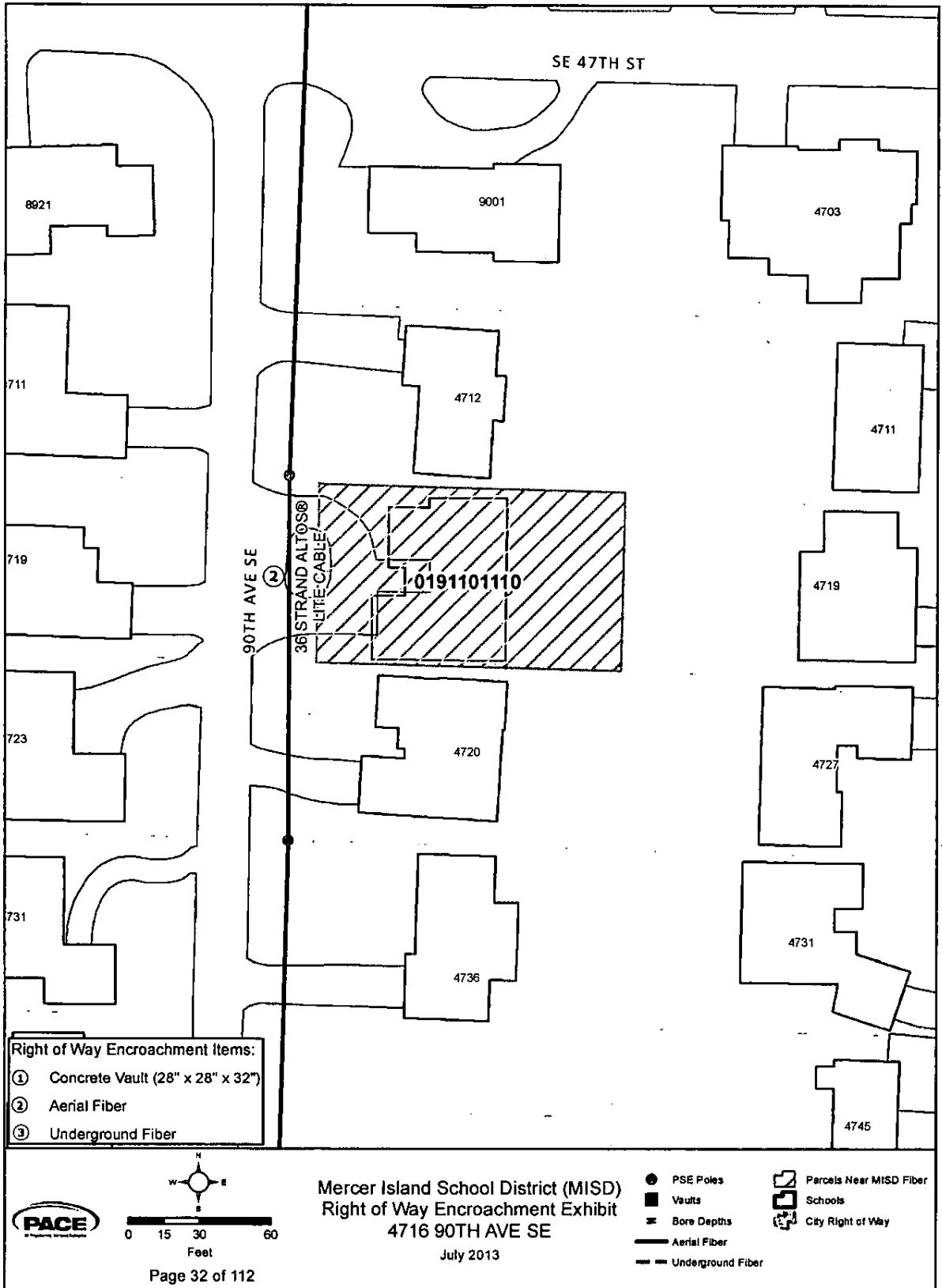
- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
 9001 SE 47TH ST
 July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▨ Parcels Near MISD Fiber
- ▭ Schools
- ⊕ City Right of Way





- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

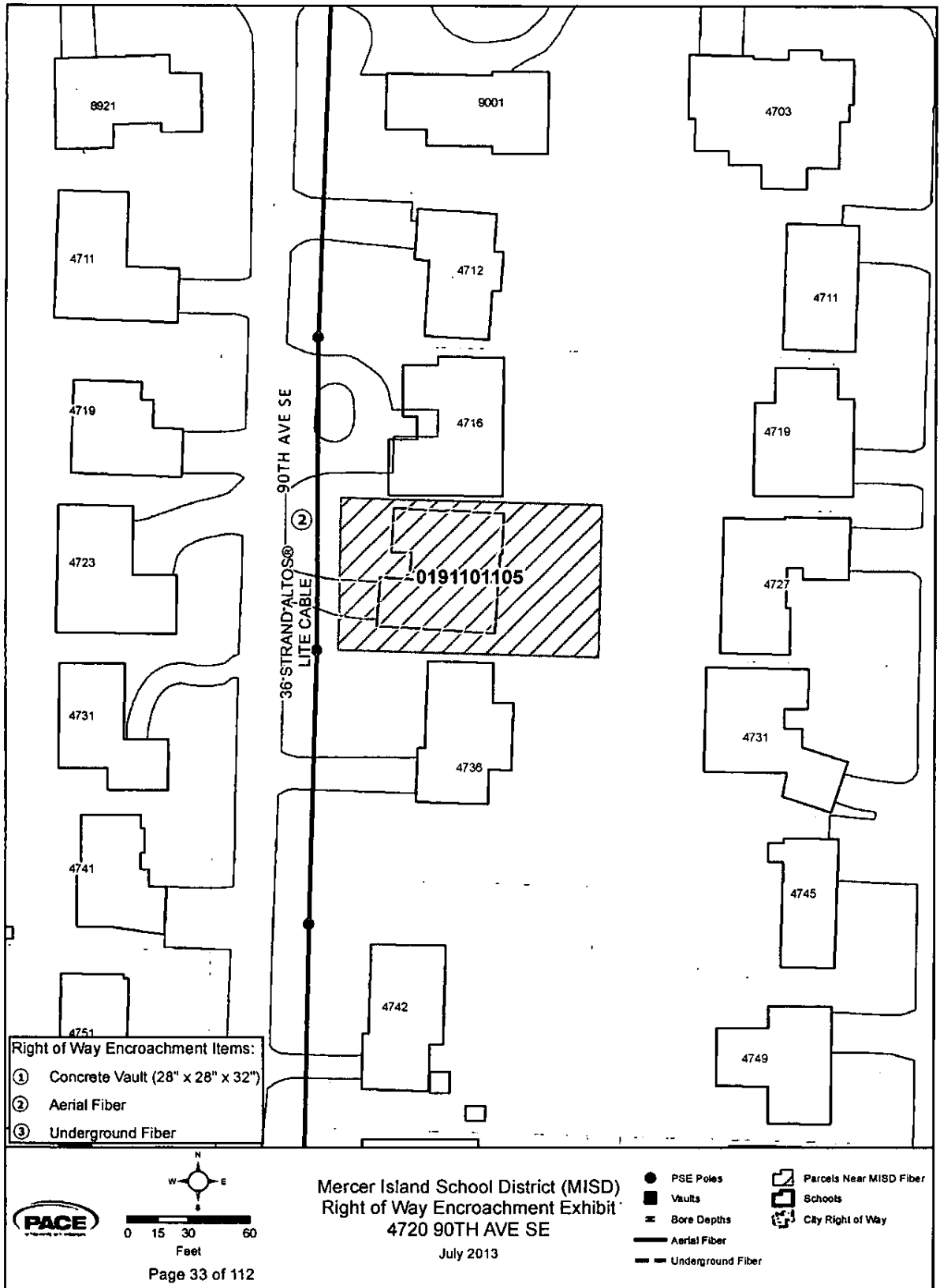
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Page 32 of 112

Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
 4716 90TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

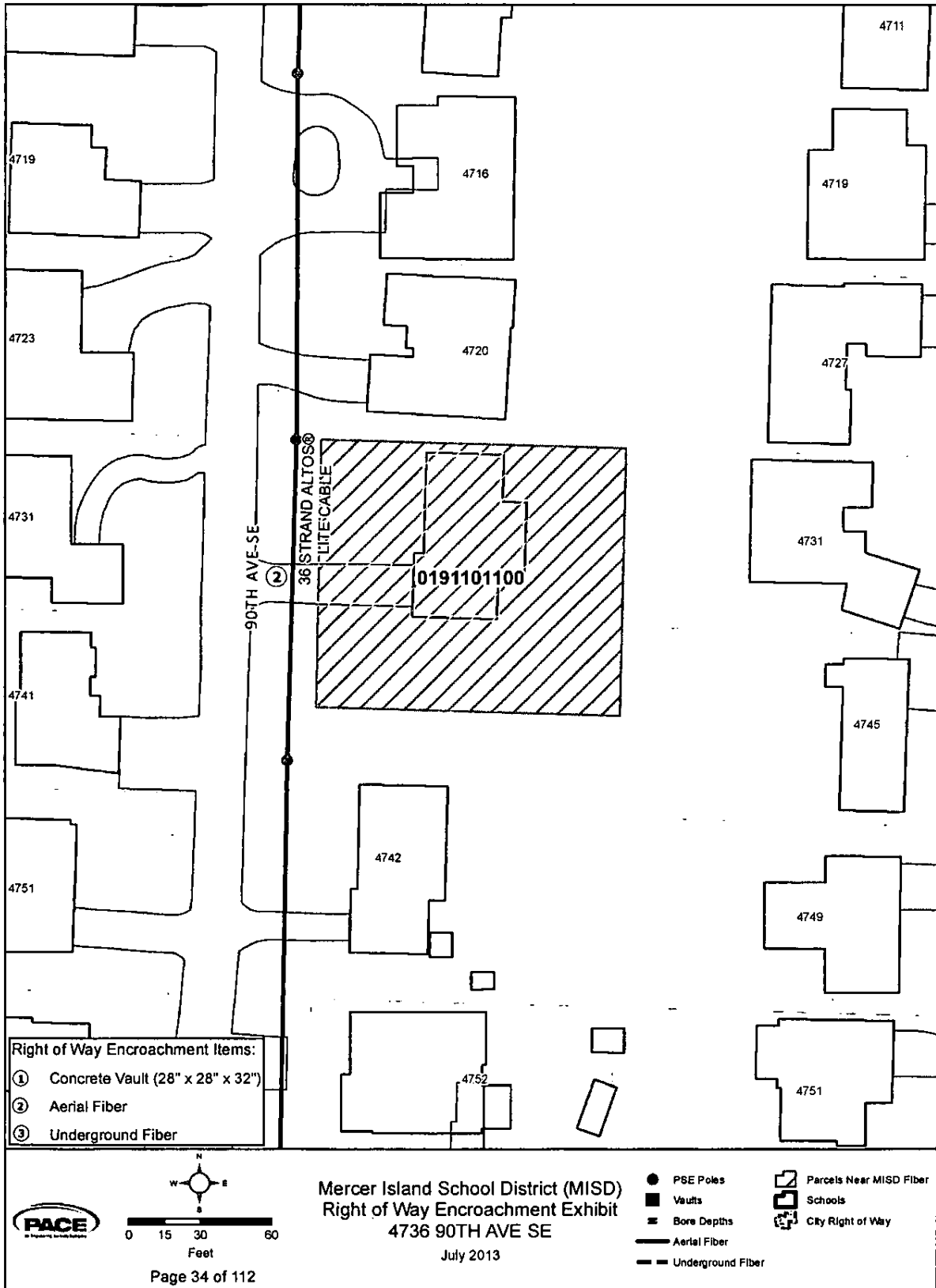
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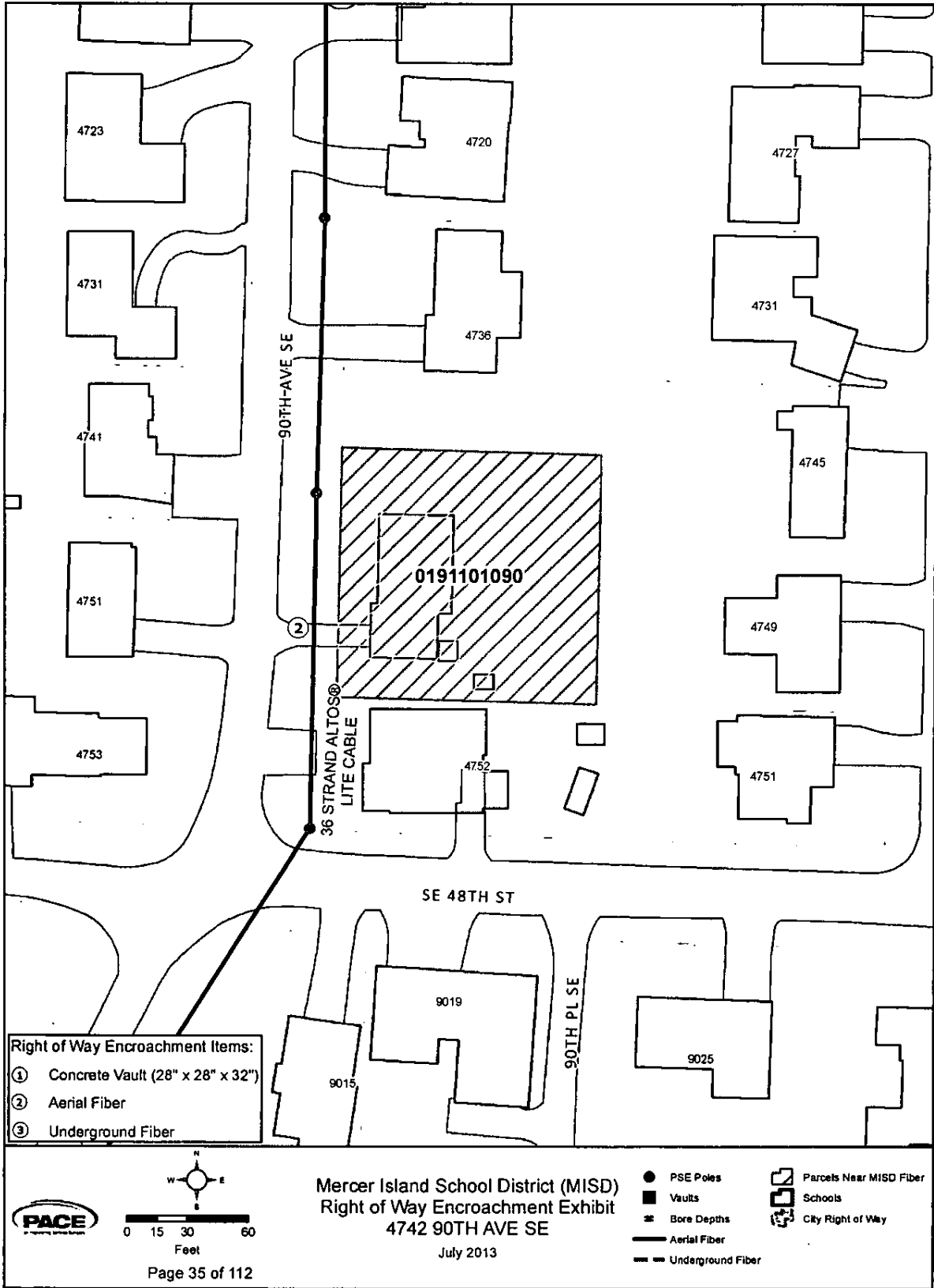
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4720 90TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



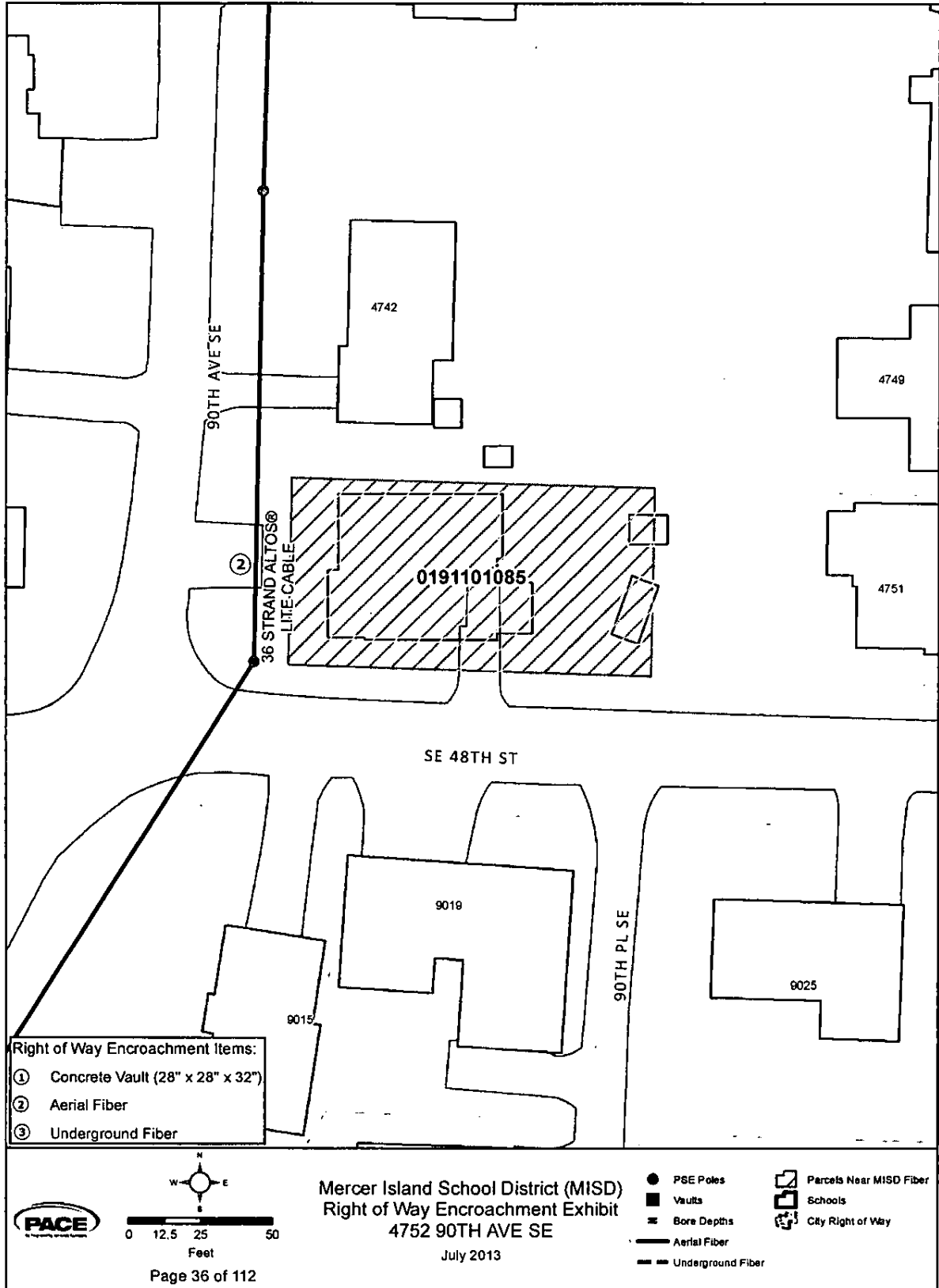


- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE
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 Feet
 Page 35 of 112

Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4742 90TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ⊞ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

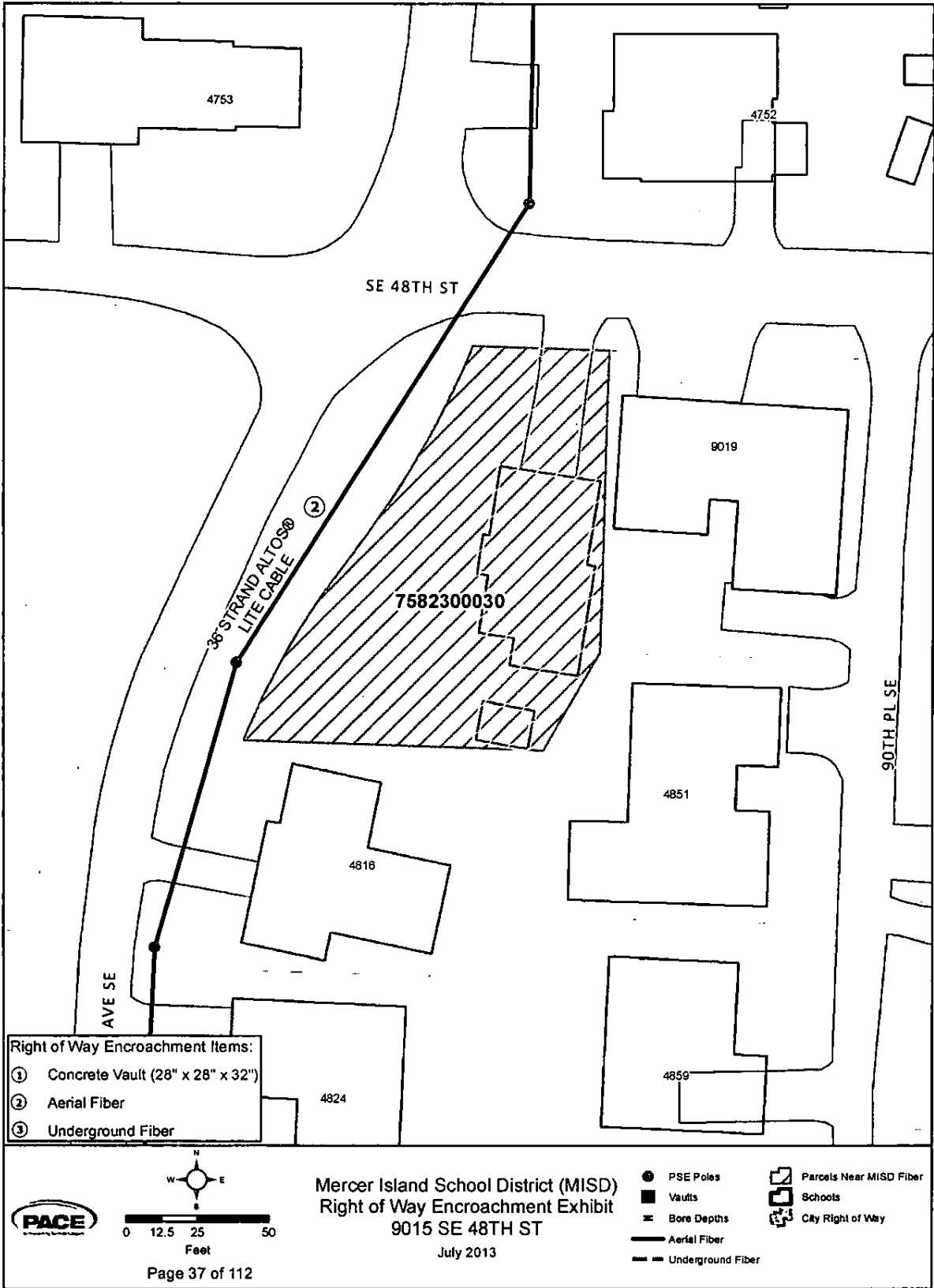
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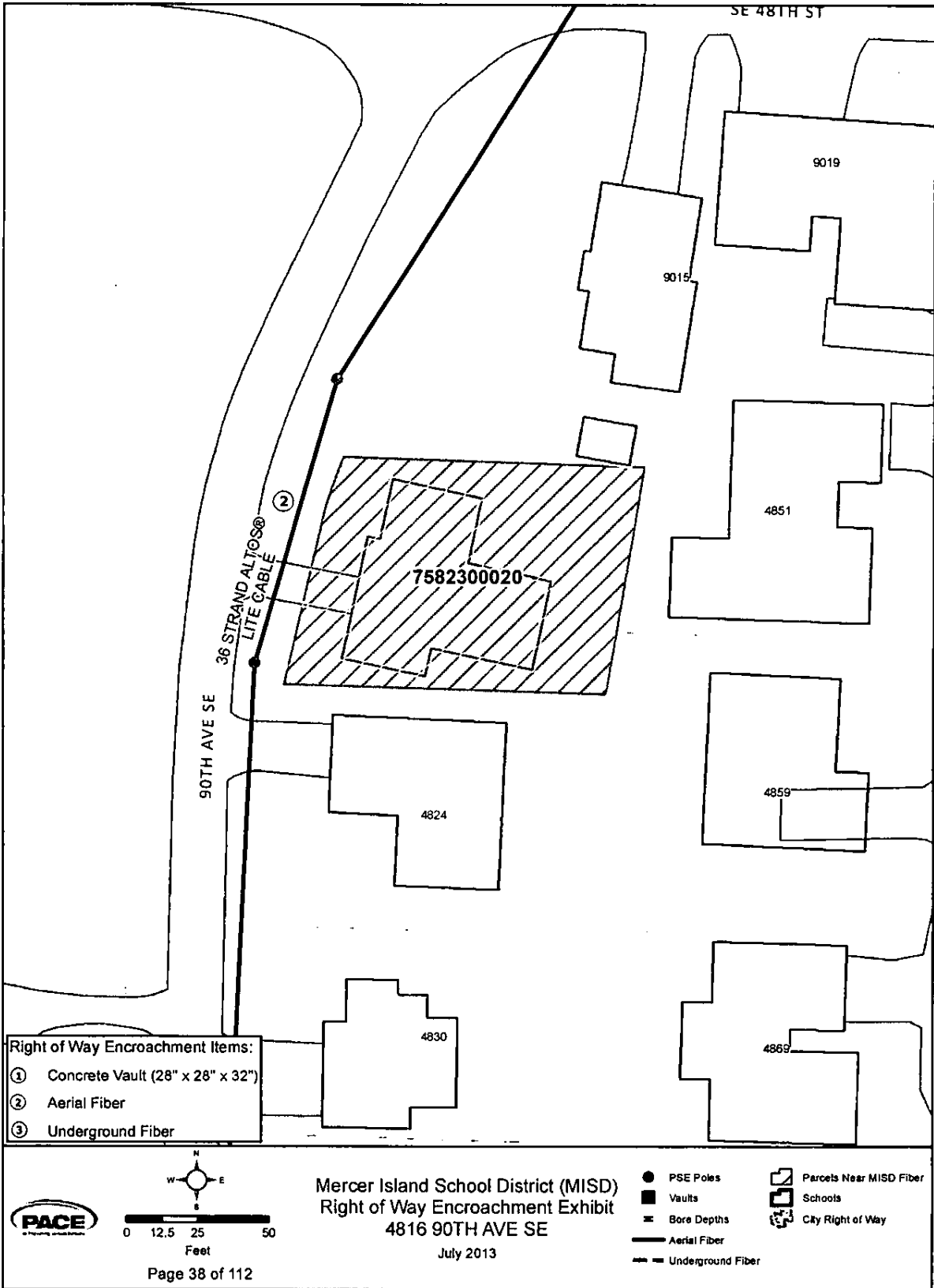
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4752 90TH AVE SE
July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

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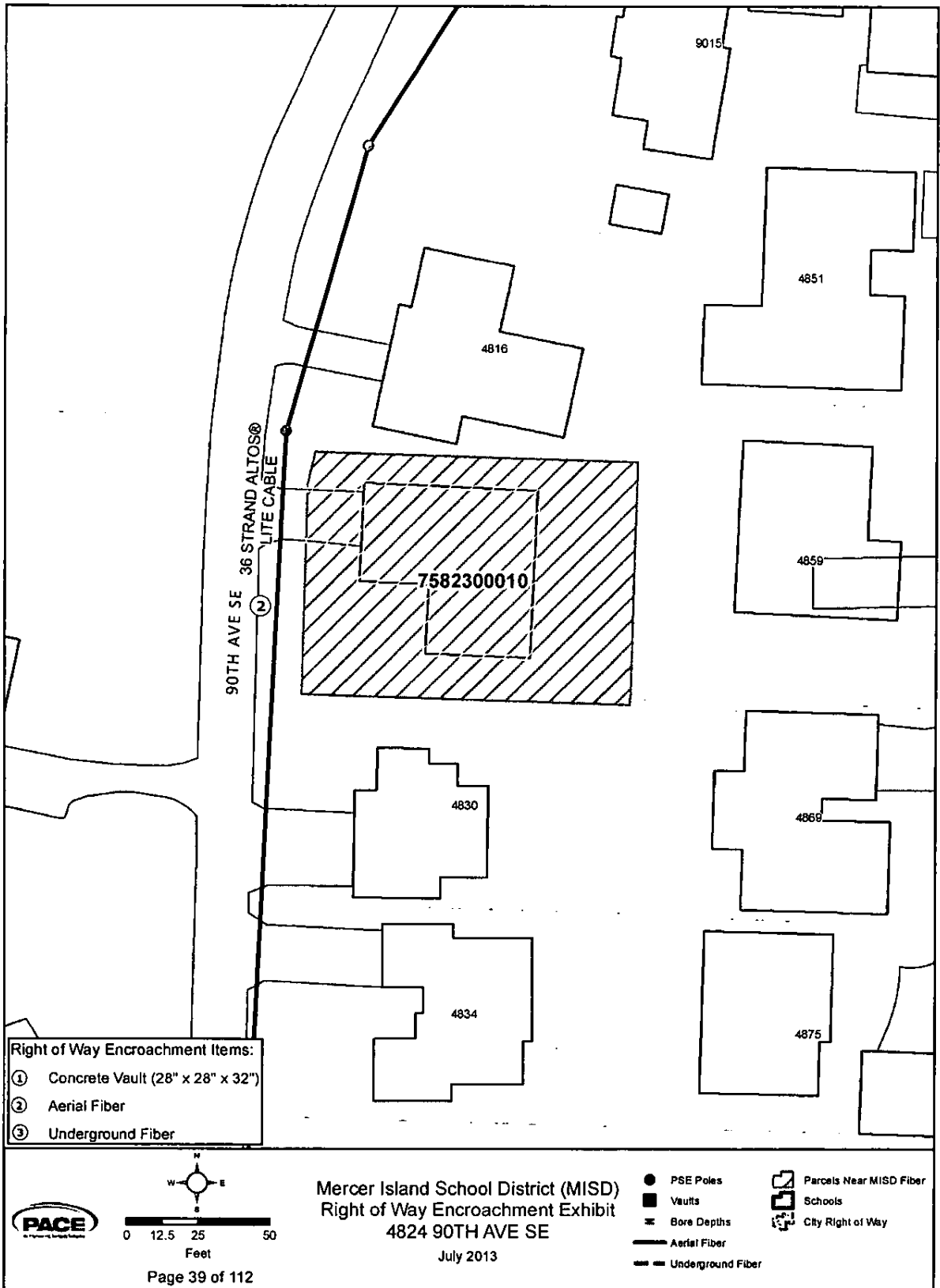
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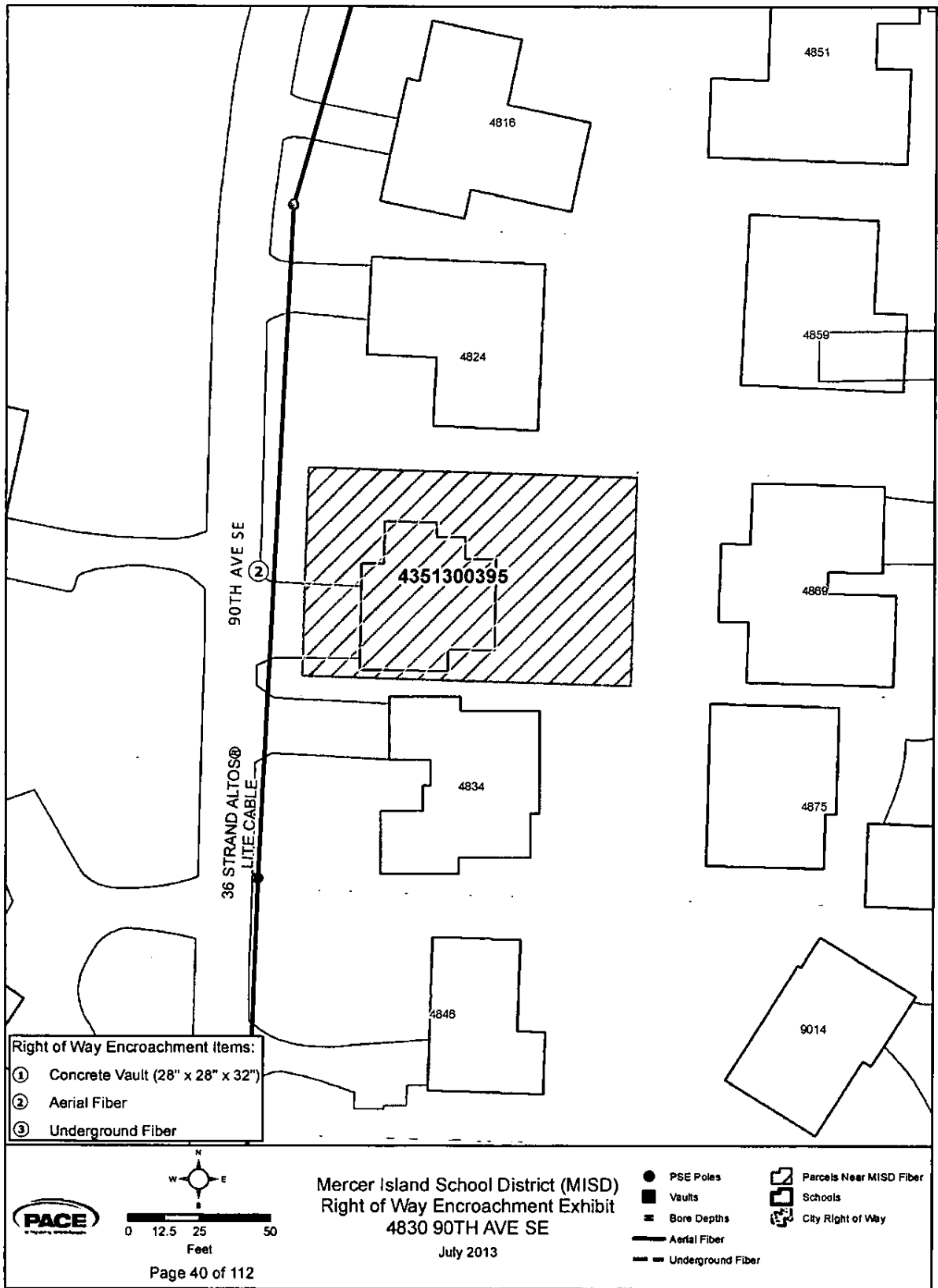
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4816 90TH AVE SE
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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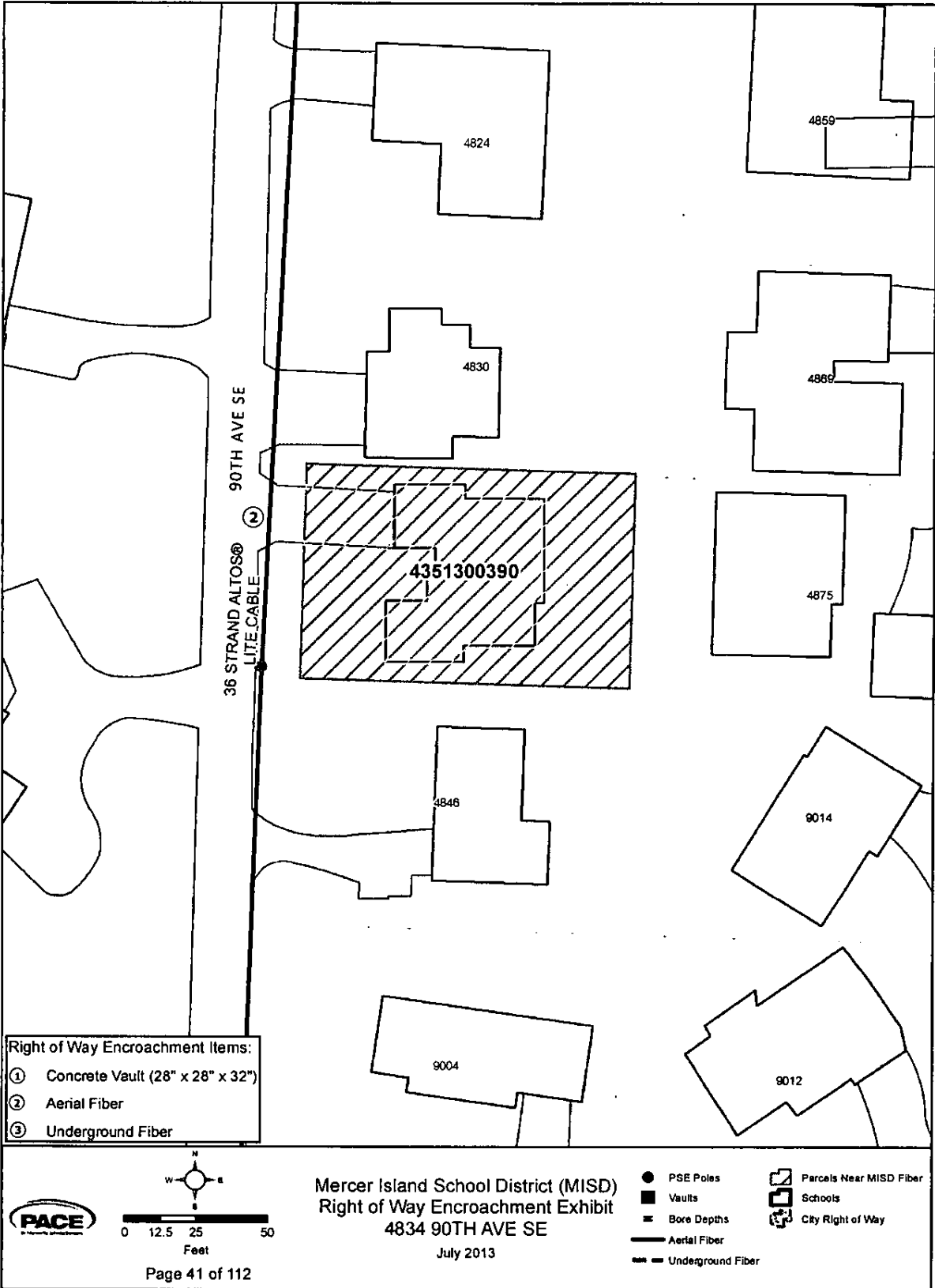
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4830 90TH AVE SE
July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▨ Parcels Near MISD Fiber
- ▨ Schools
- ▨ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

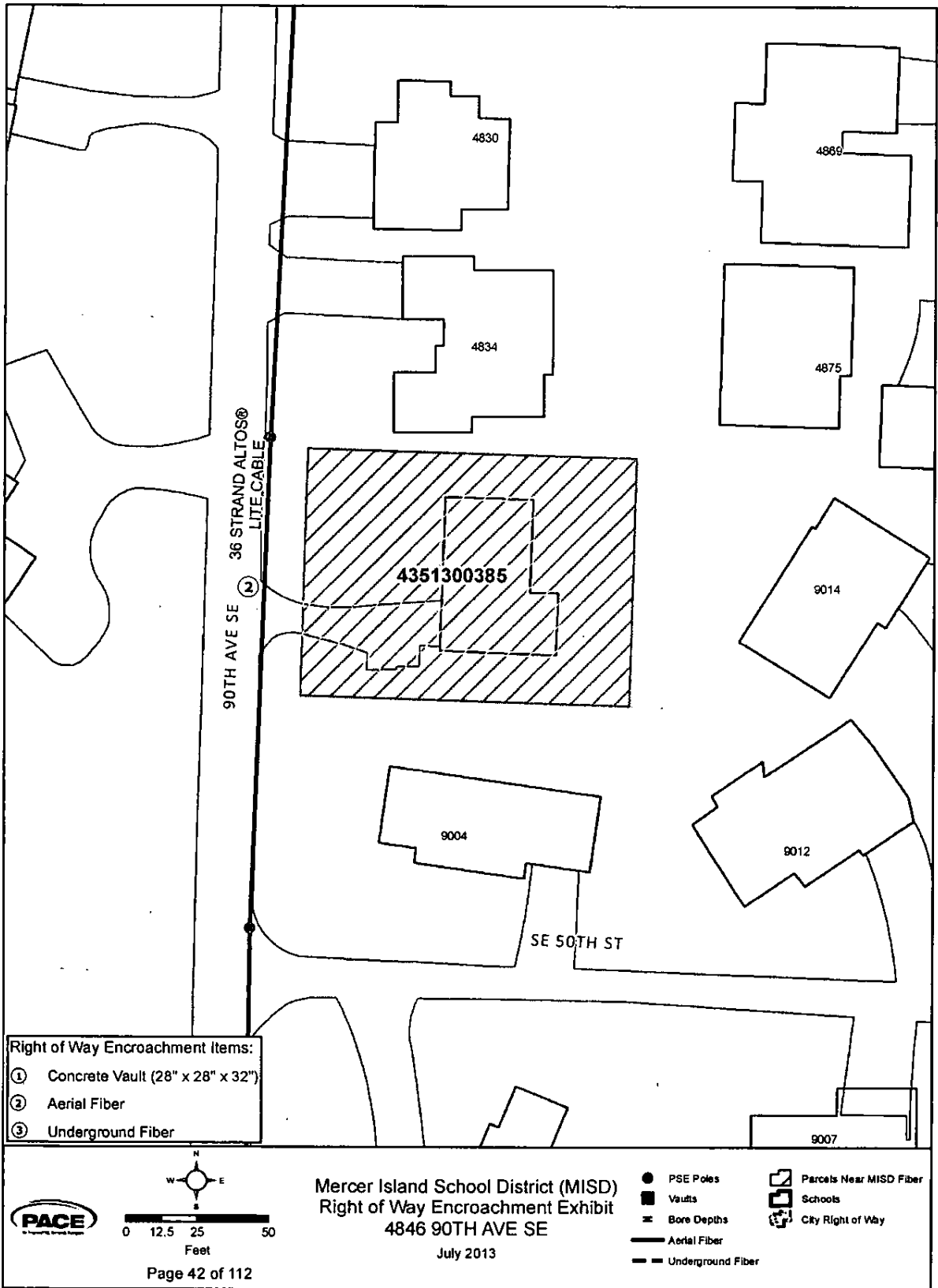
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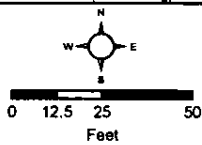
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4834 90TH AVE SE
July 2013

- PSE Poles
- Vaults
- ▬ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

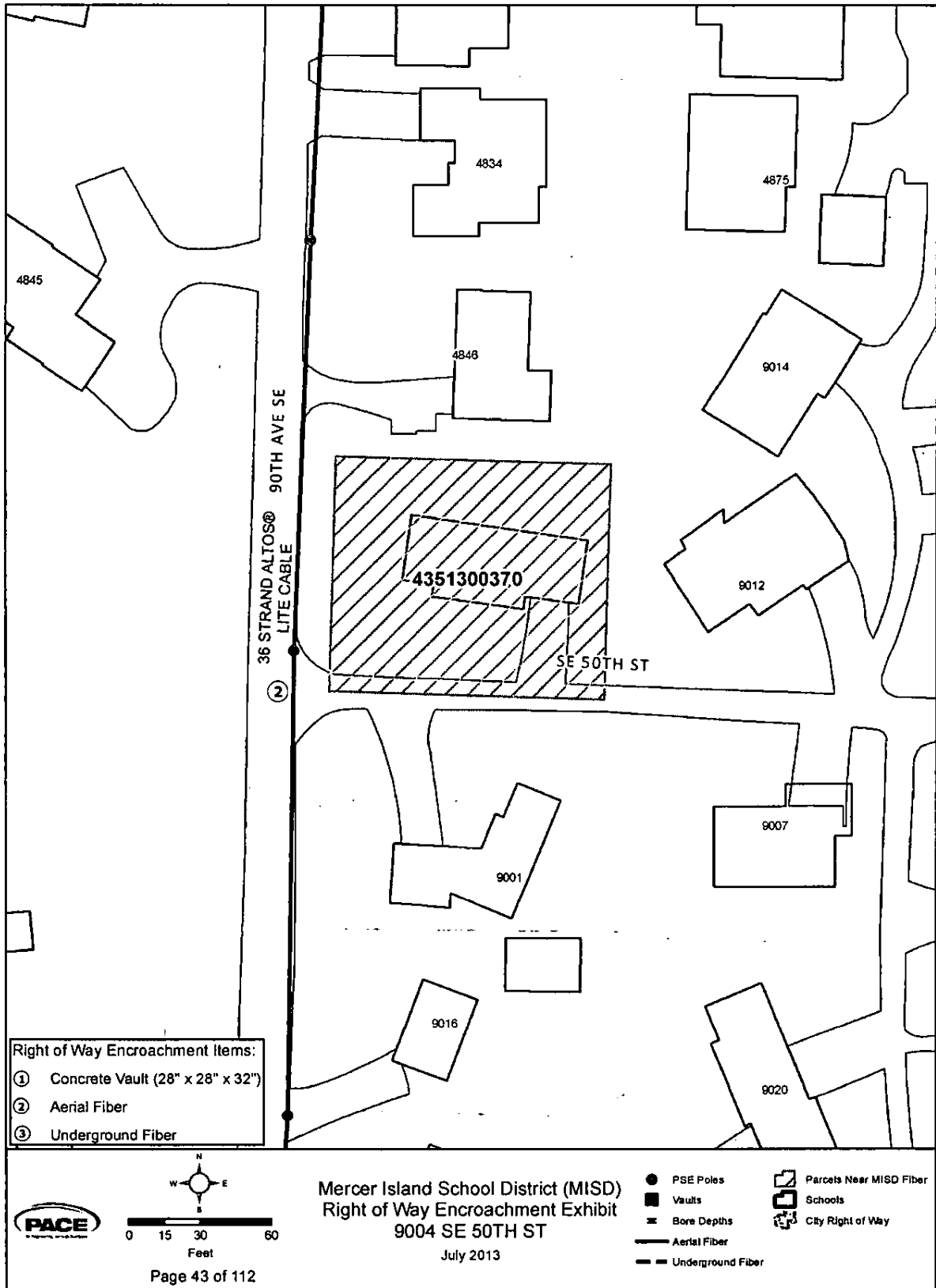


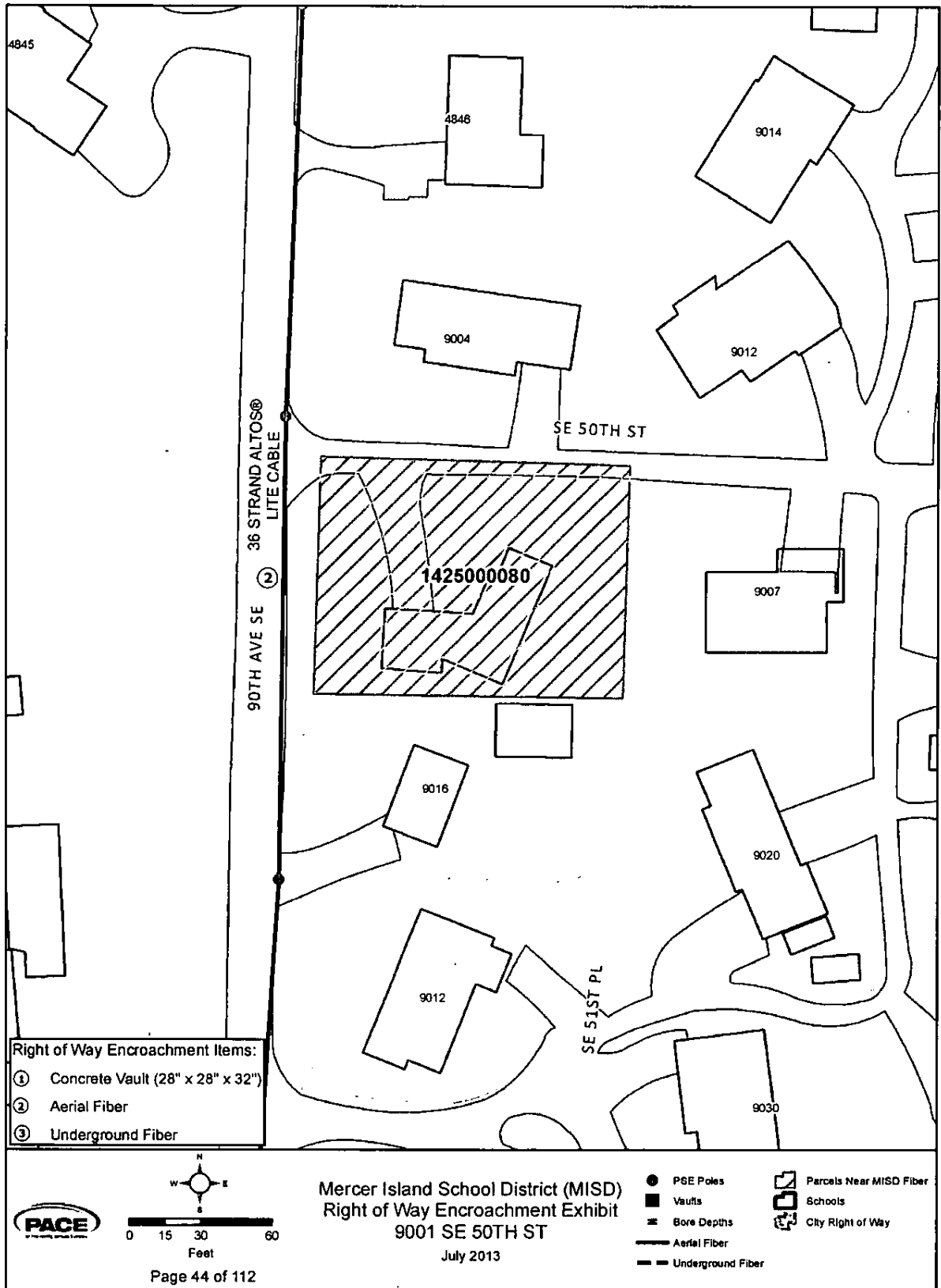
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4846 90TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way





- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

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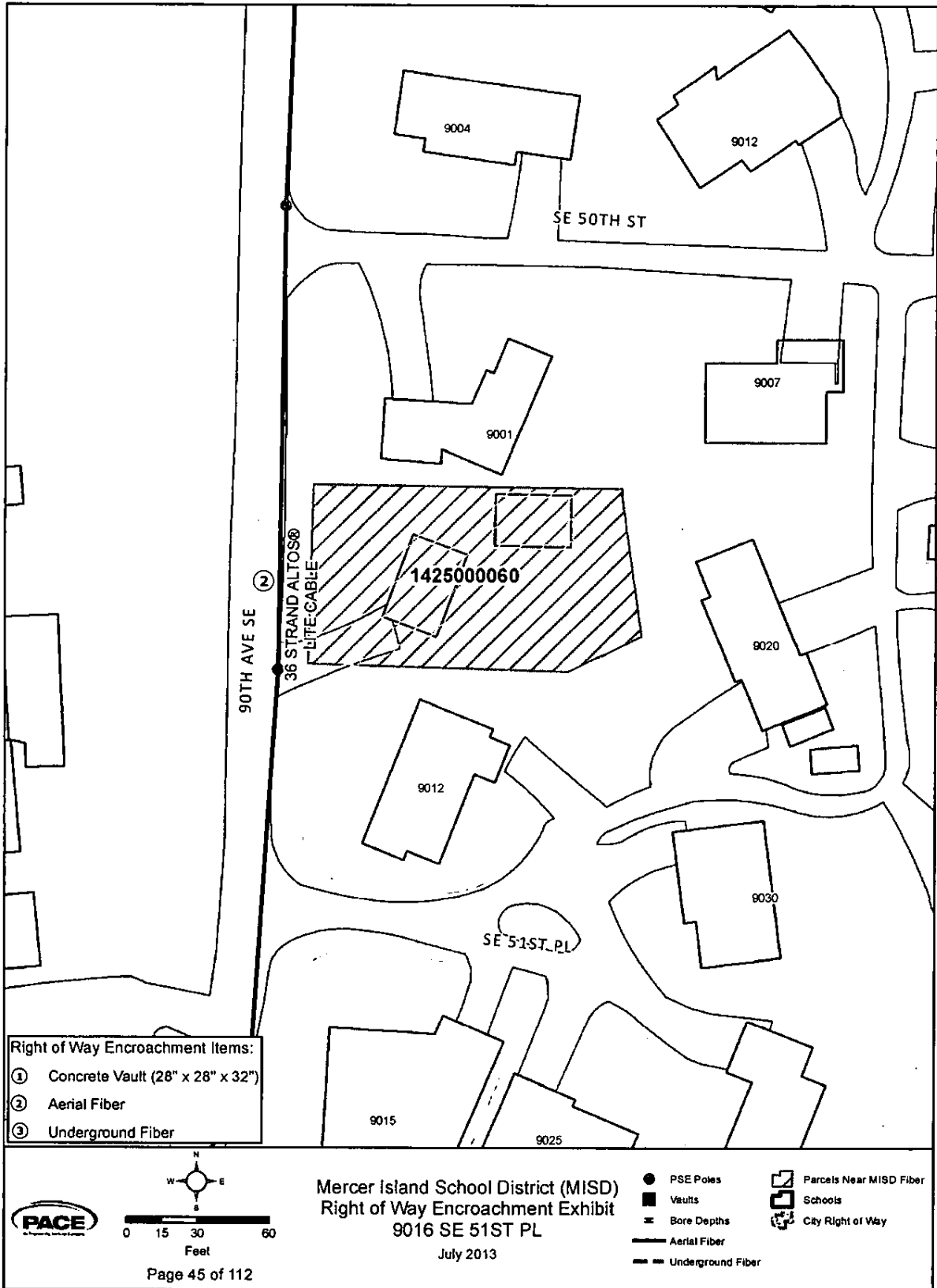
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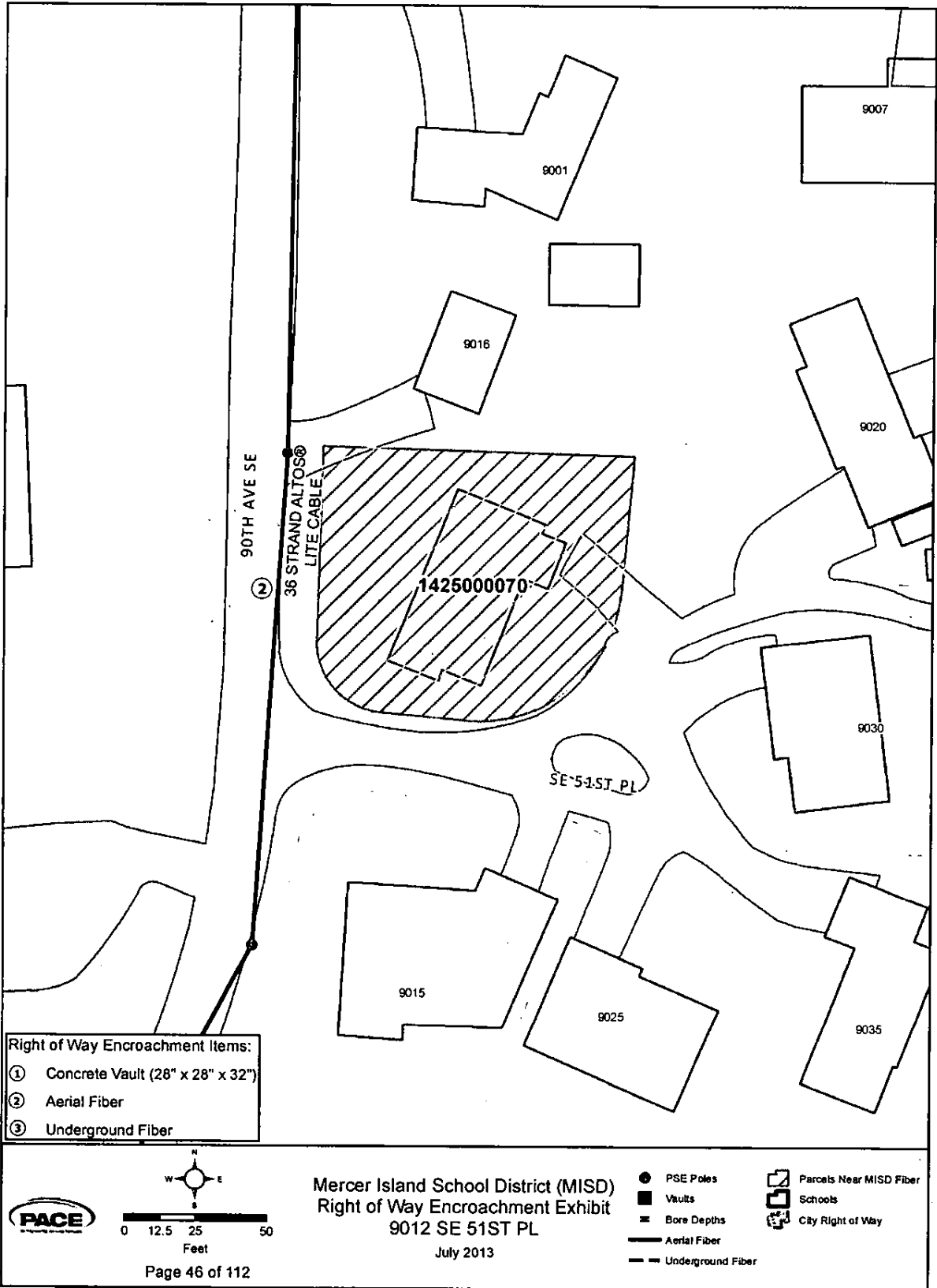
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
9001 SE 50TH ST
July 2013

- P&E Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

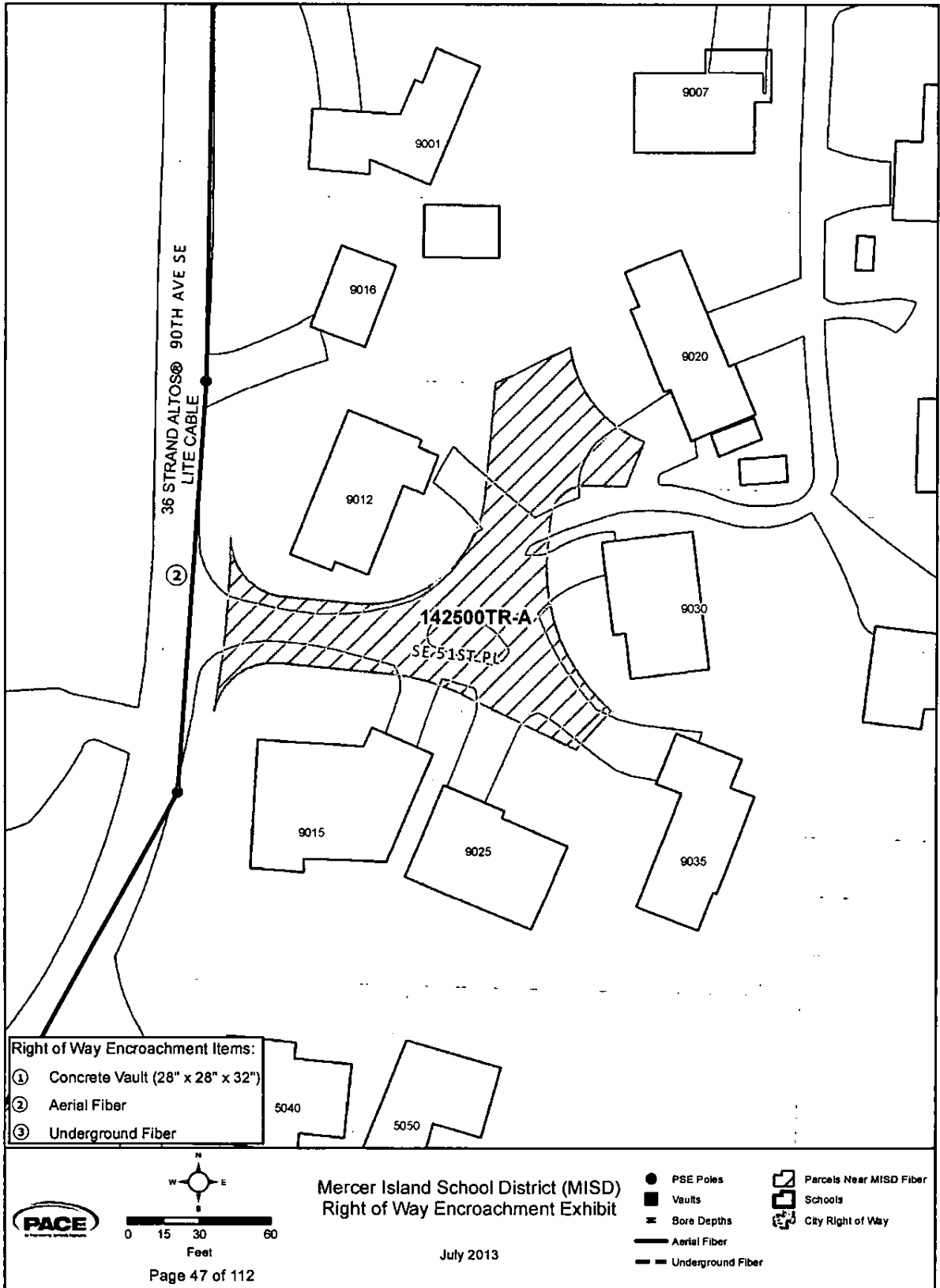
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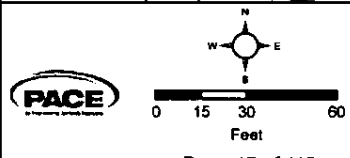
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
9012 SE 51ST PL
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

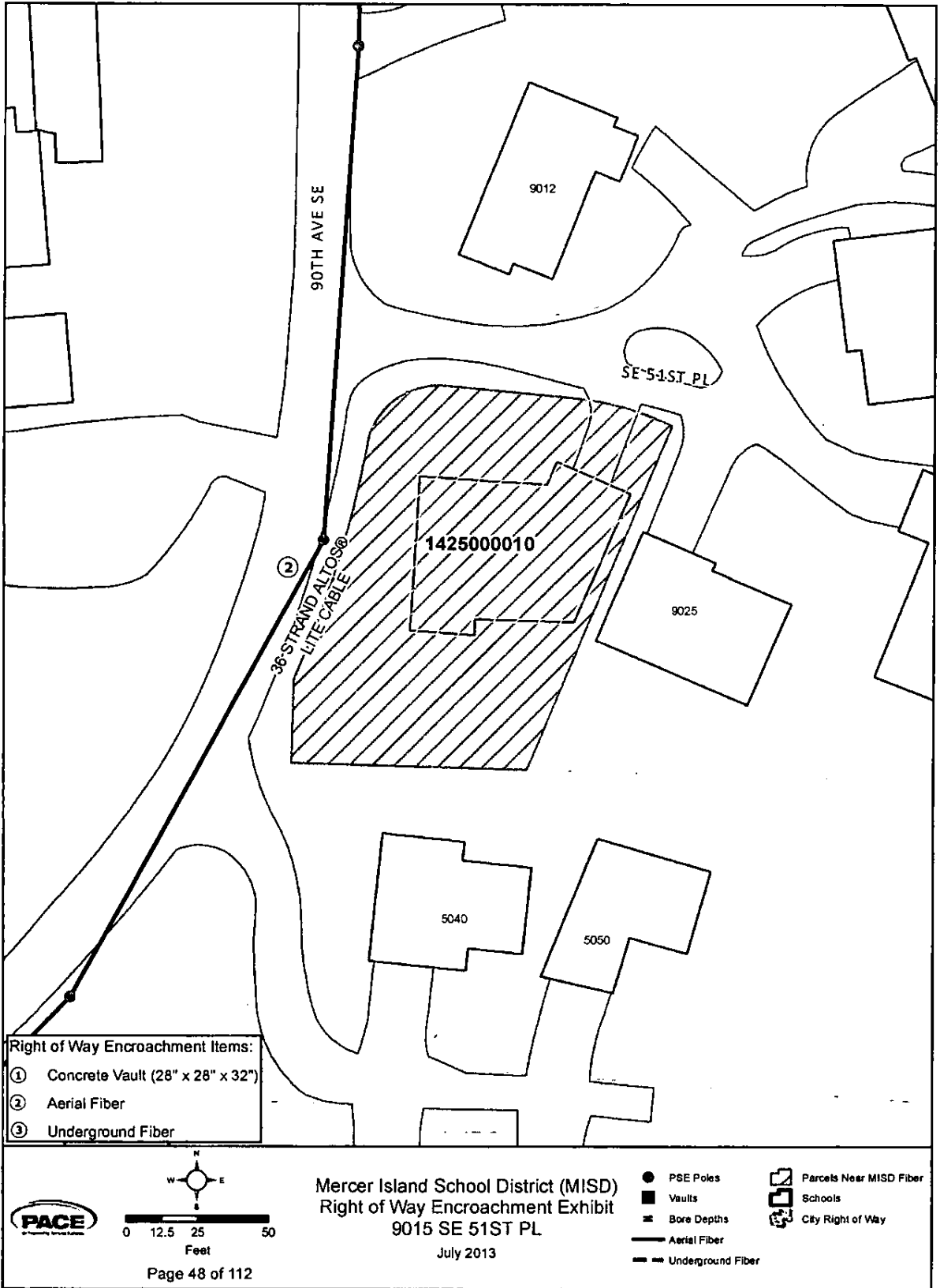


Mercer Island School District (MISD)
Right of Way Encroachment Exhibit

July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

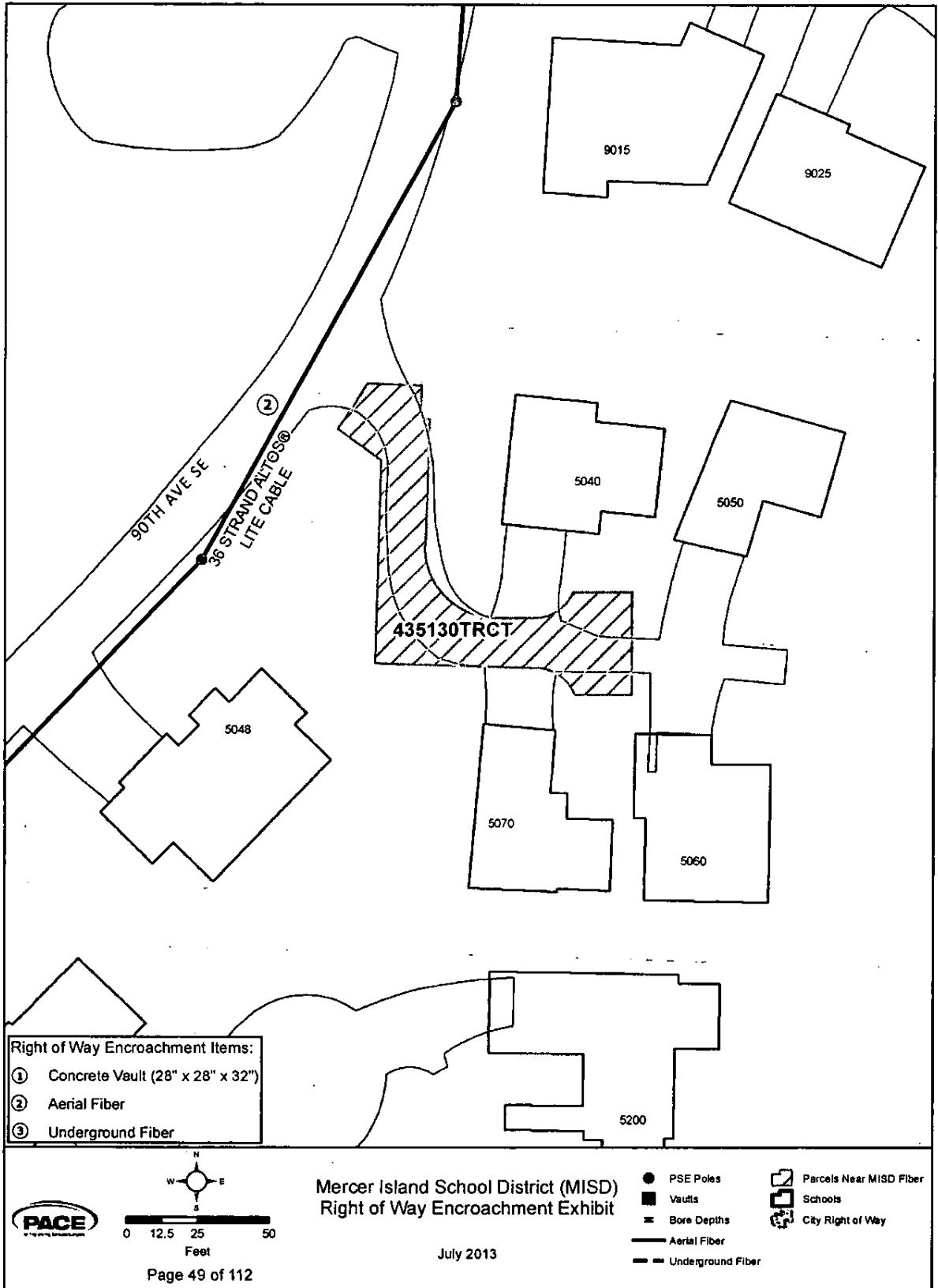
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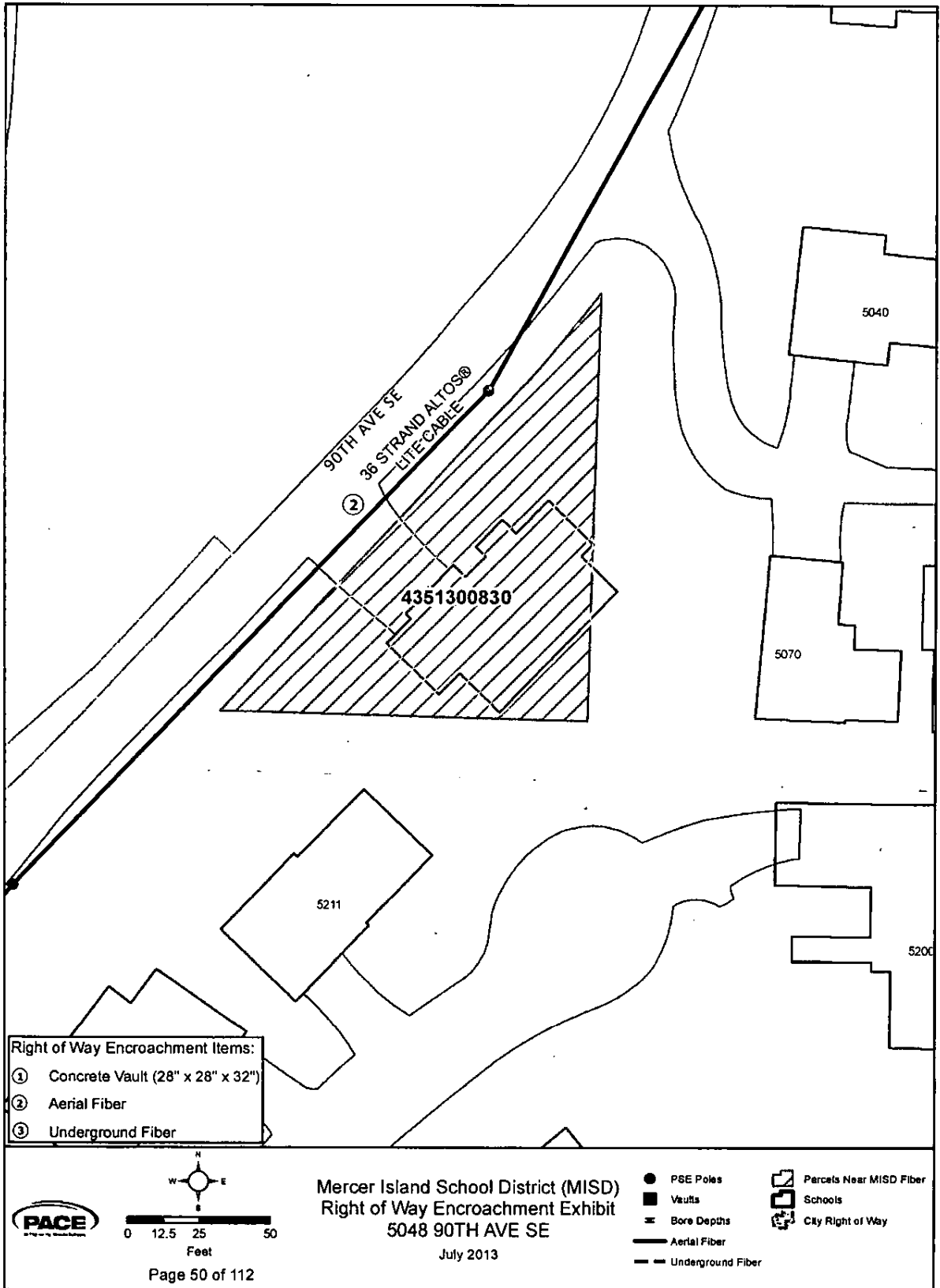
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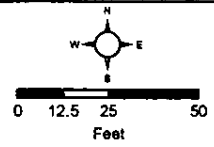
Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
9015 SE 51ST PL
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



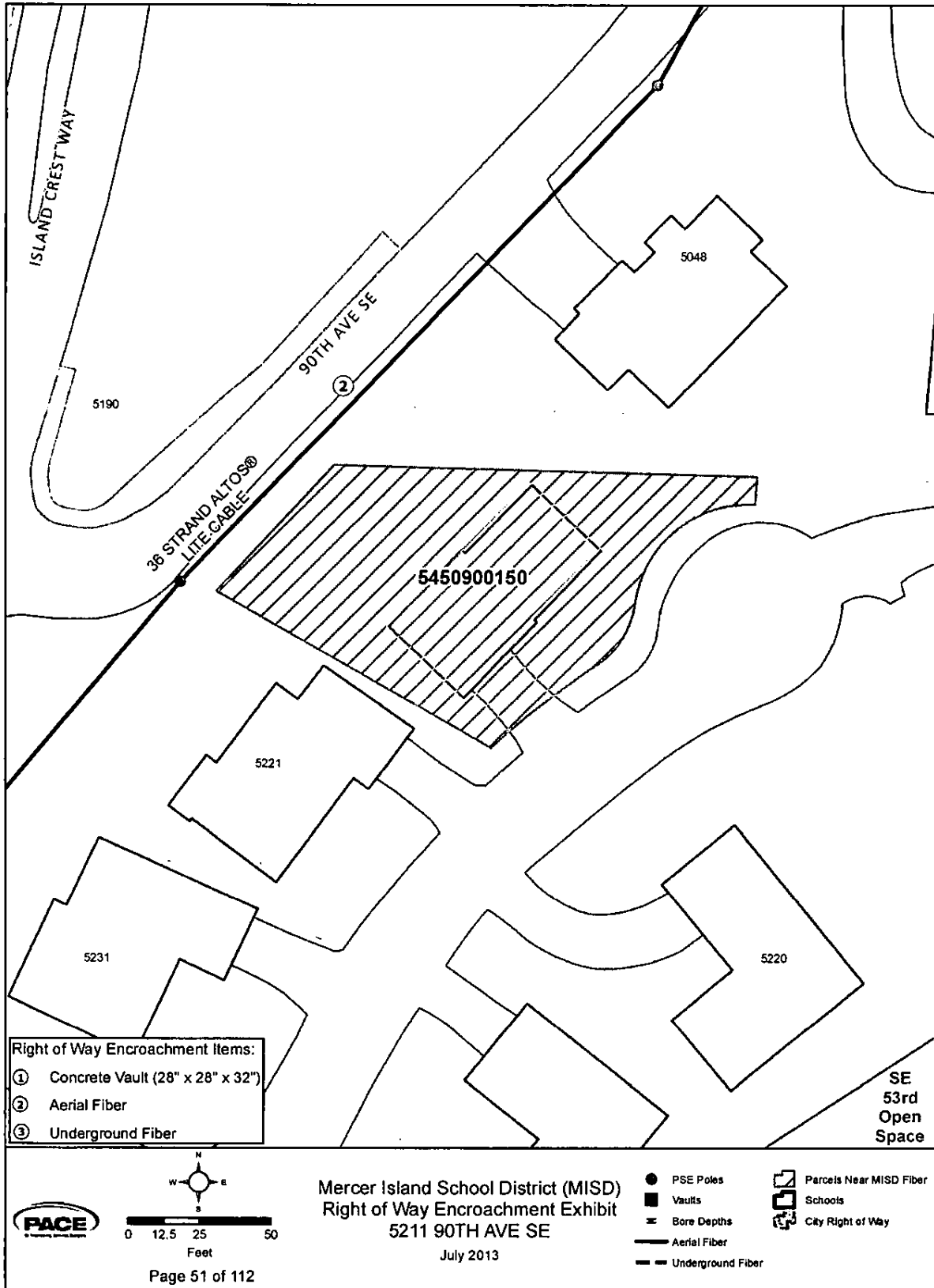


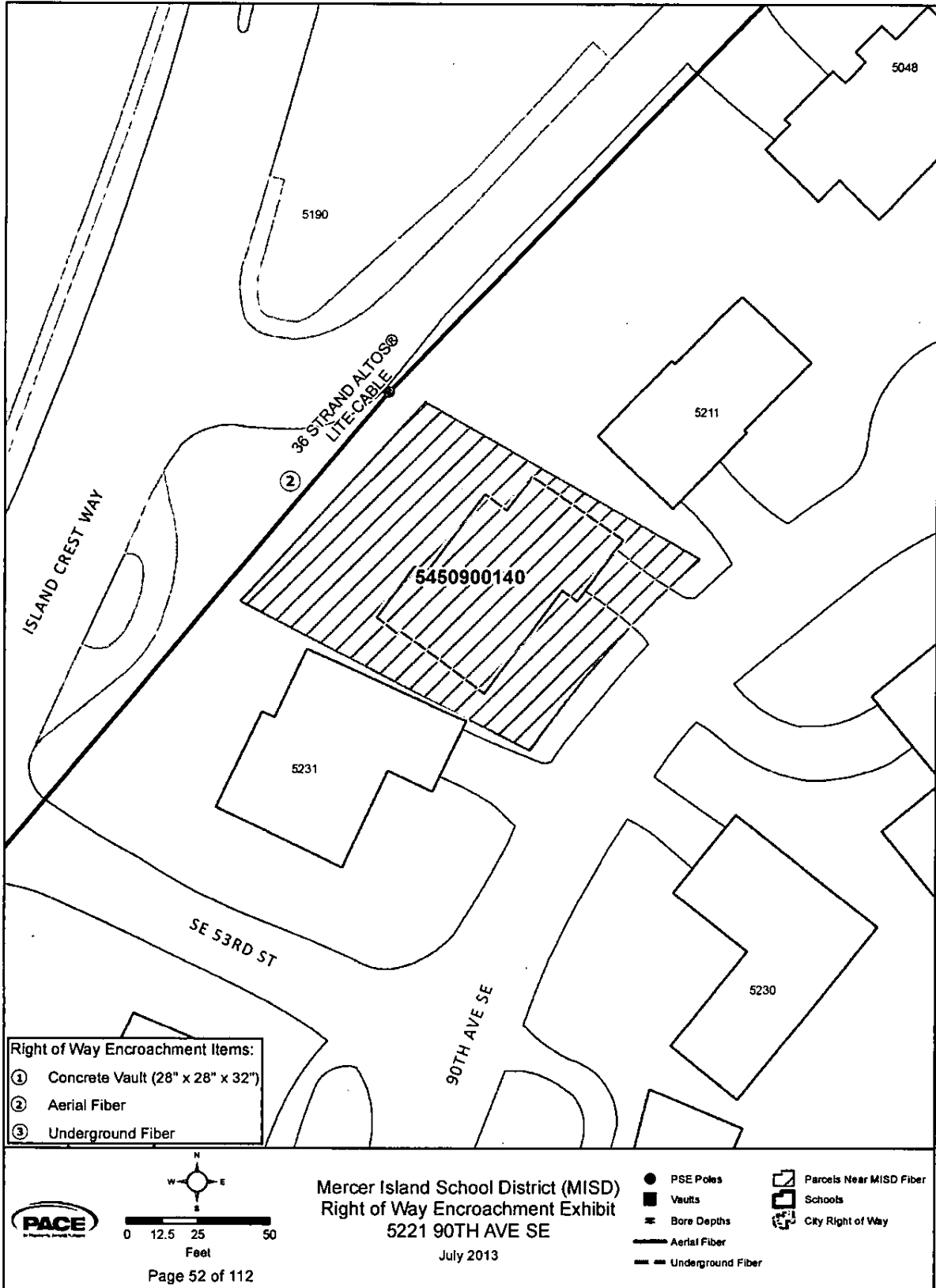
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

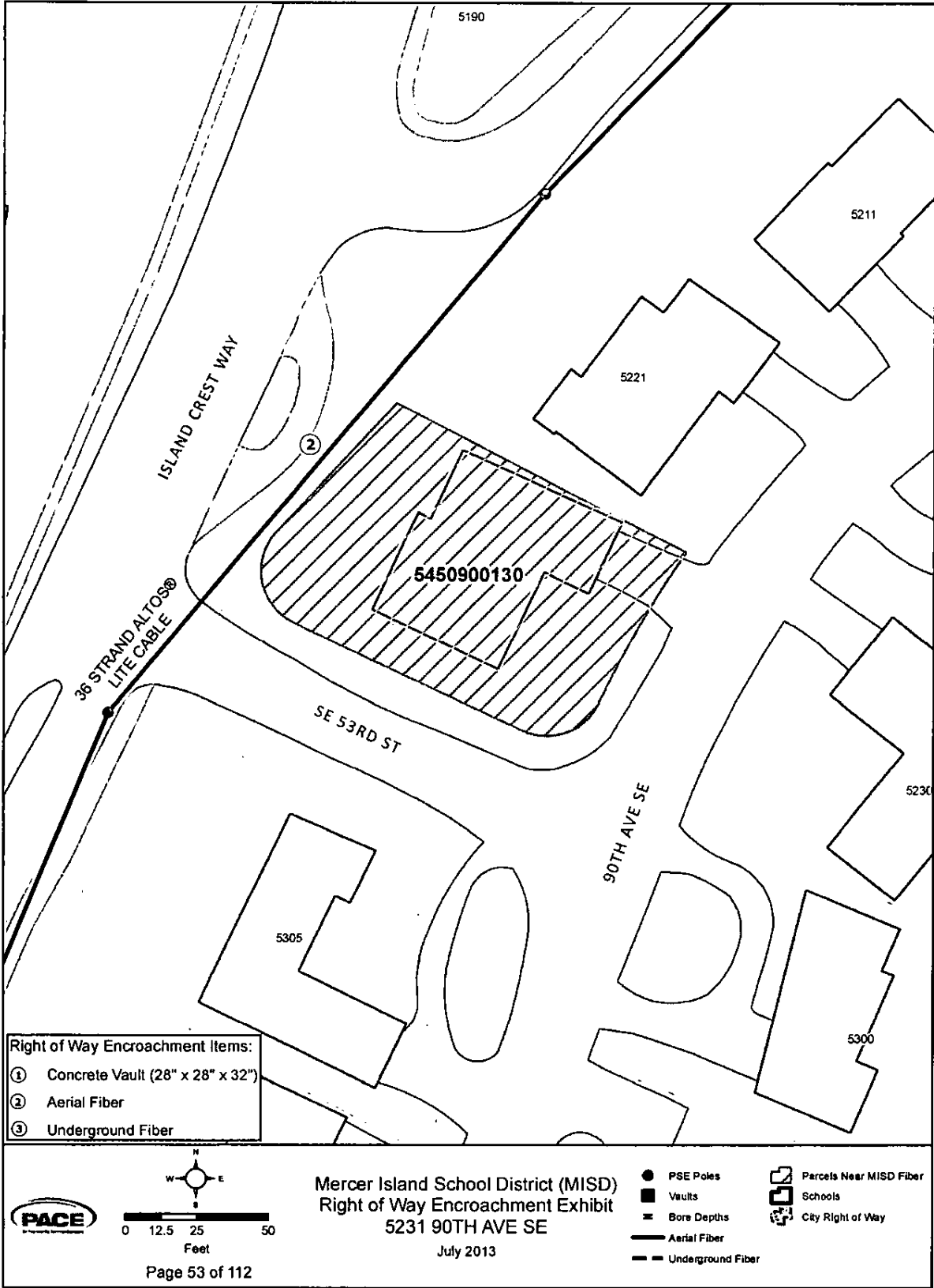


Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 5048 90TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ⊕ City Right of Way







- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

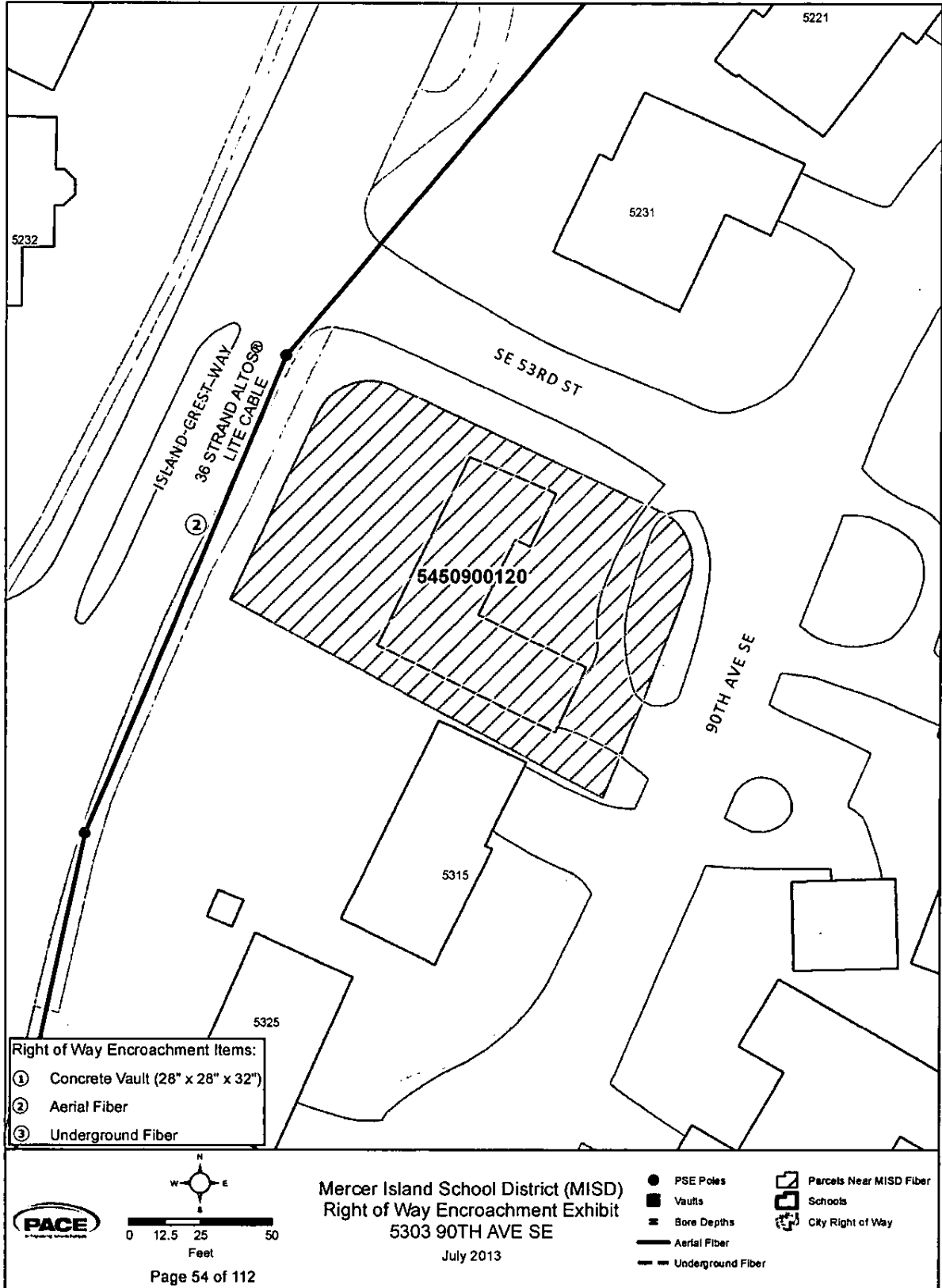
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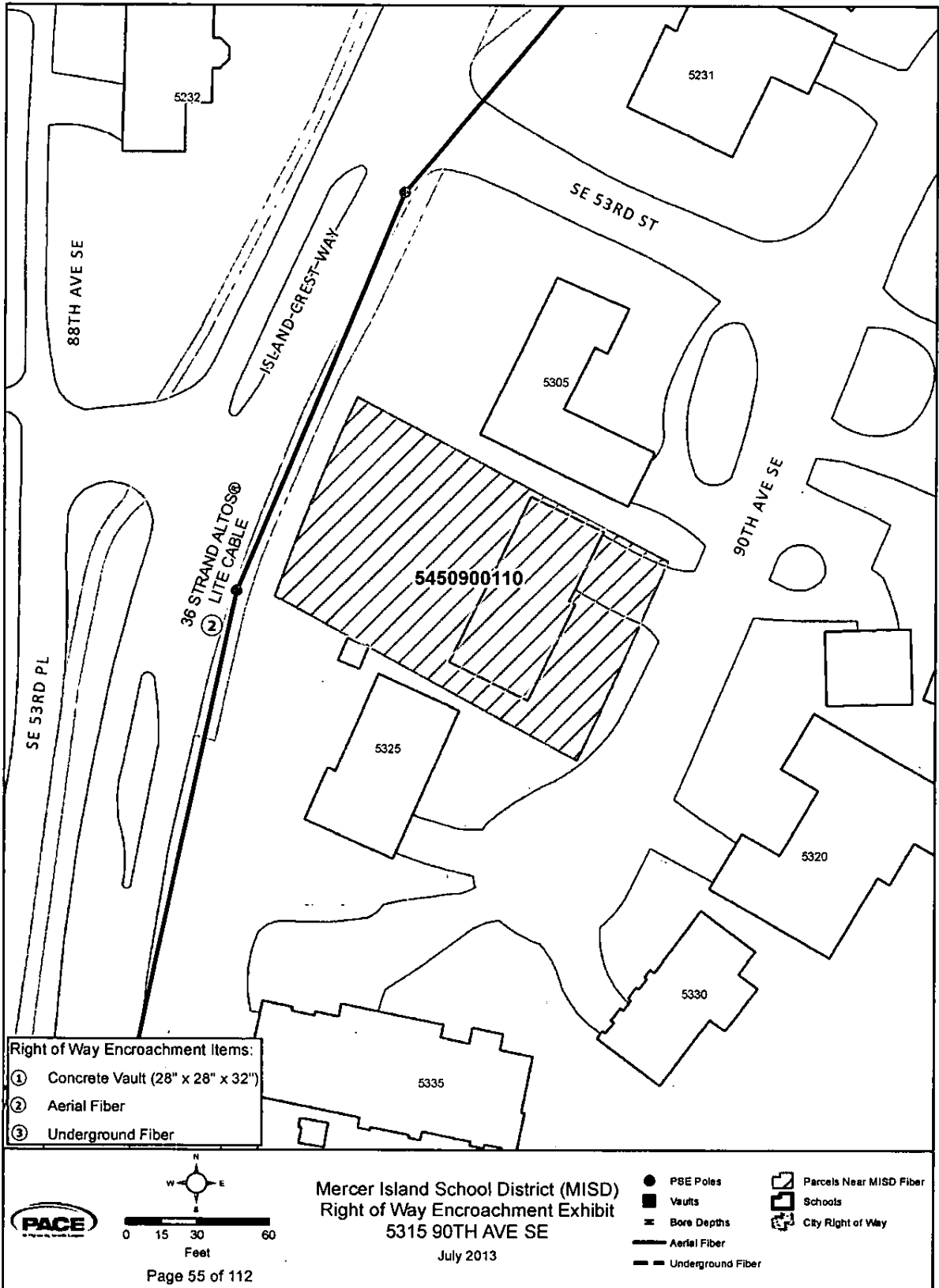
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
5231 90TH AVE SE
July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



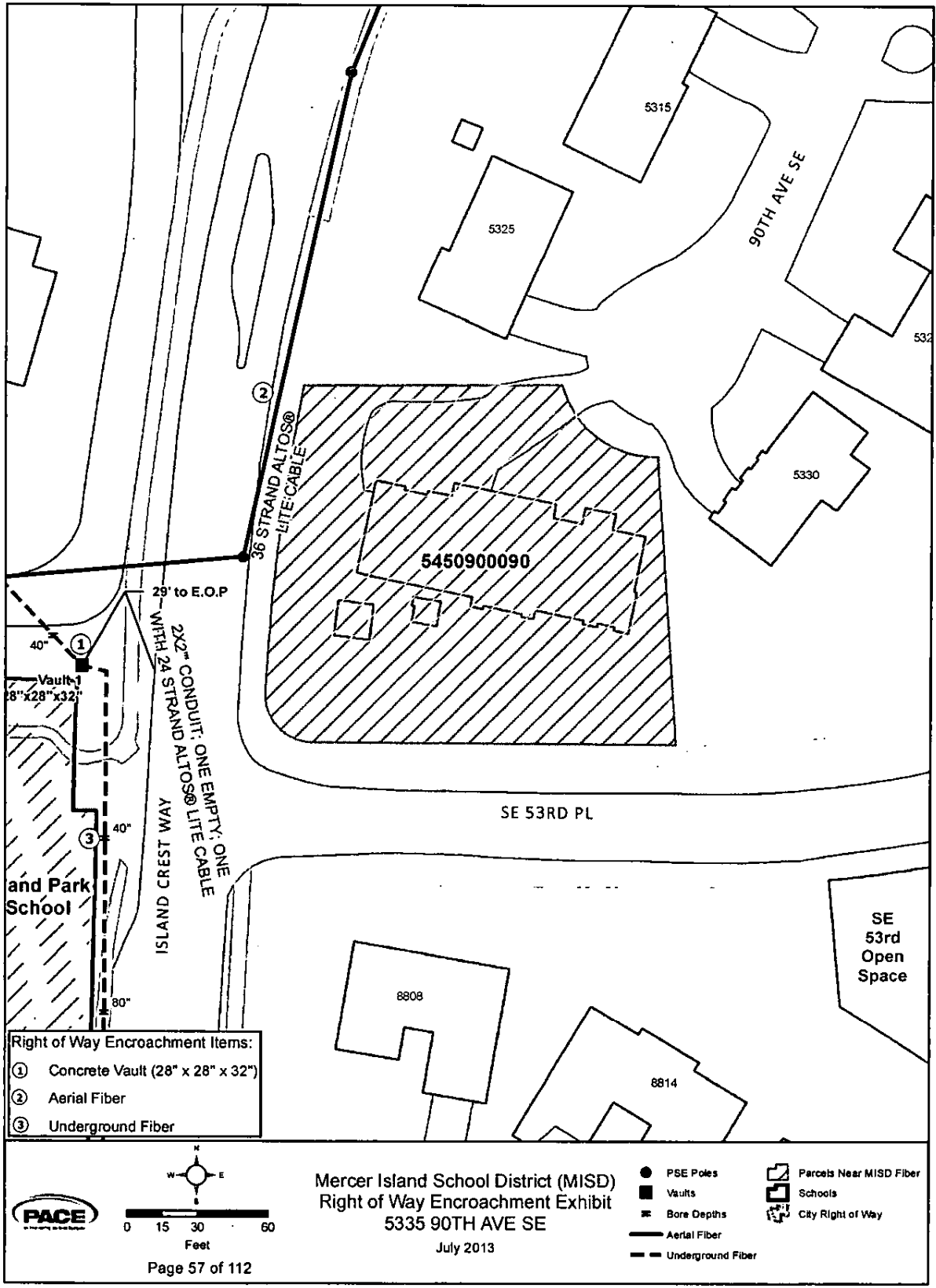


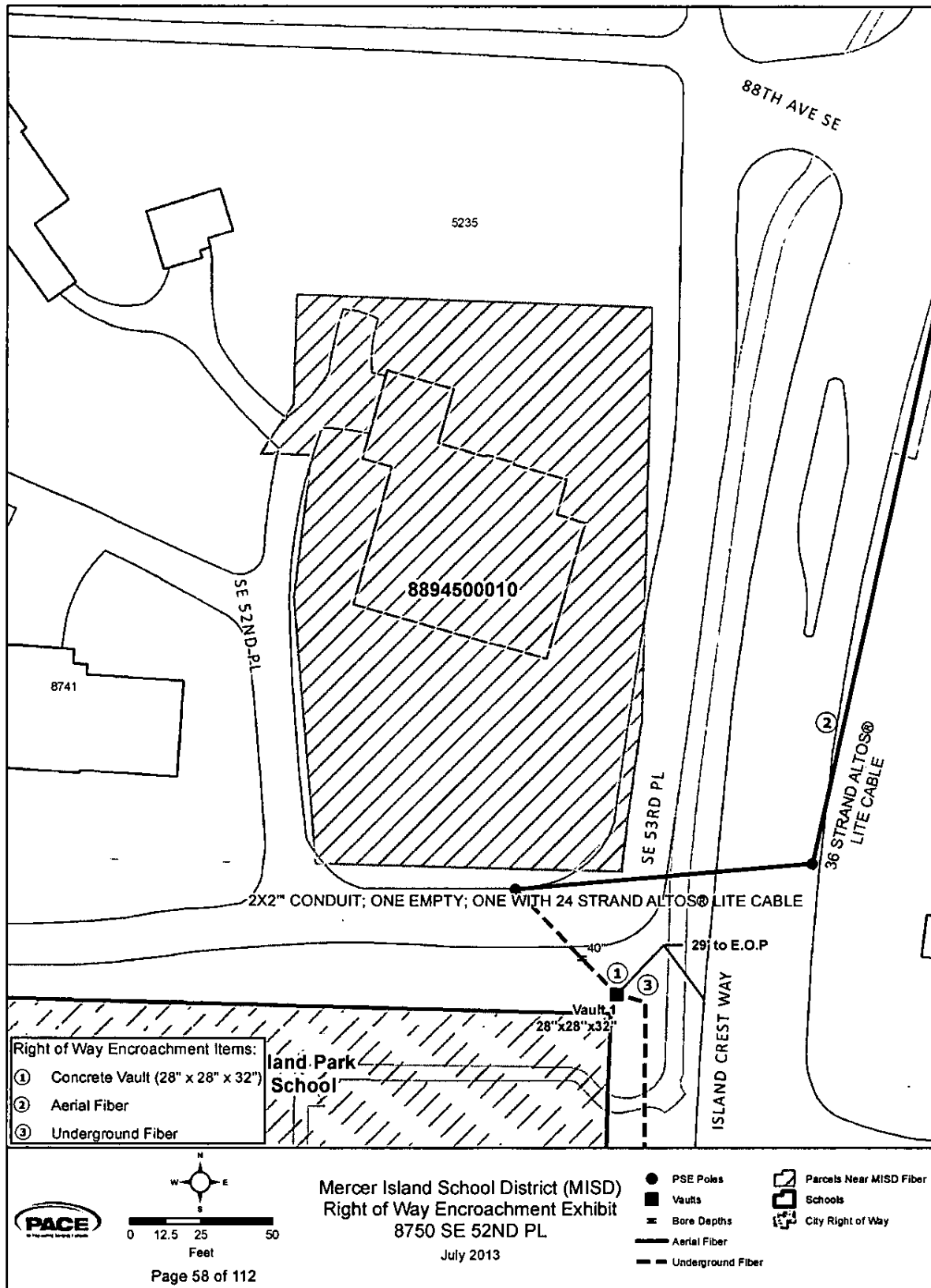
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

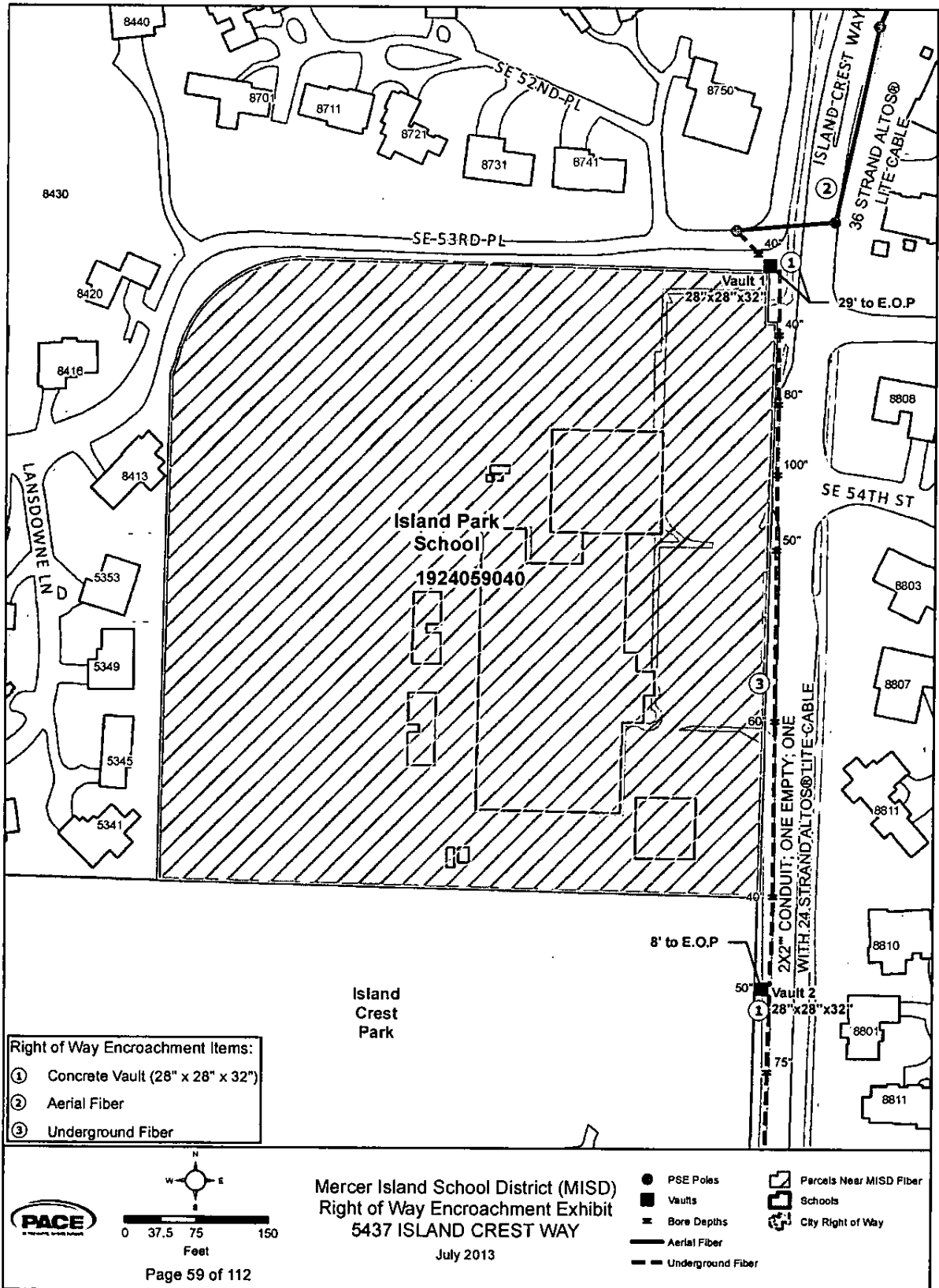
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 5315 90TH AVE SE
 July 2013

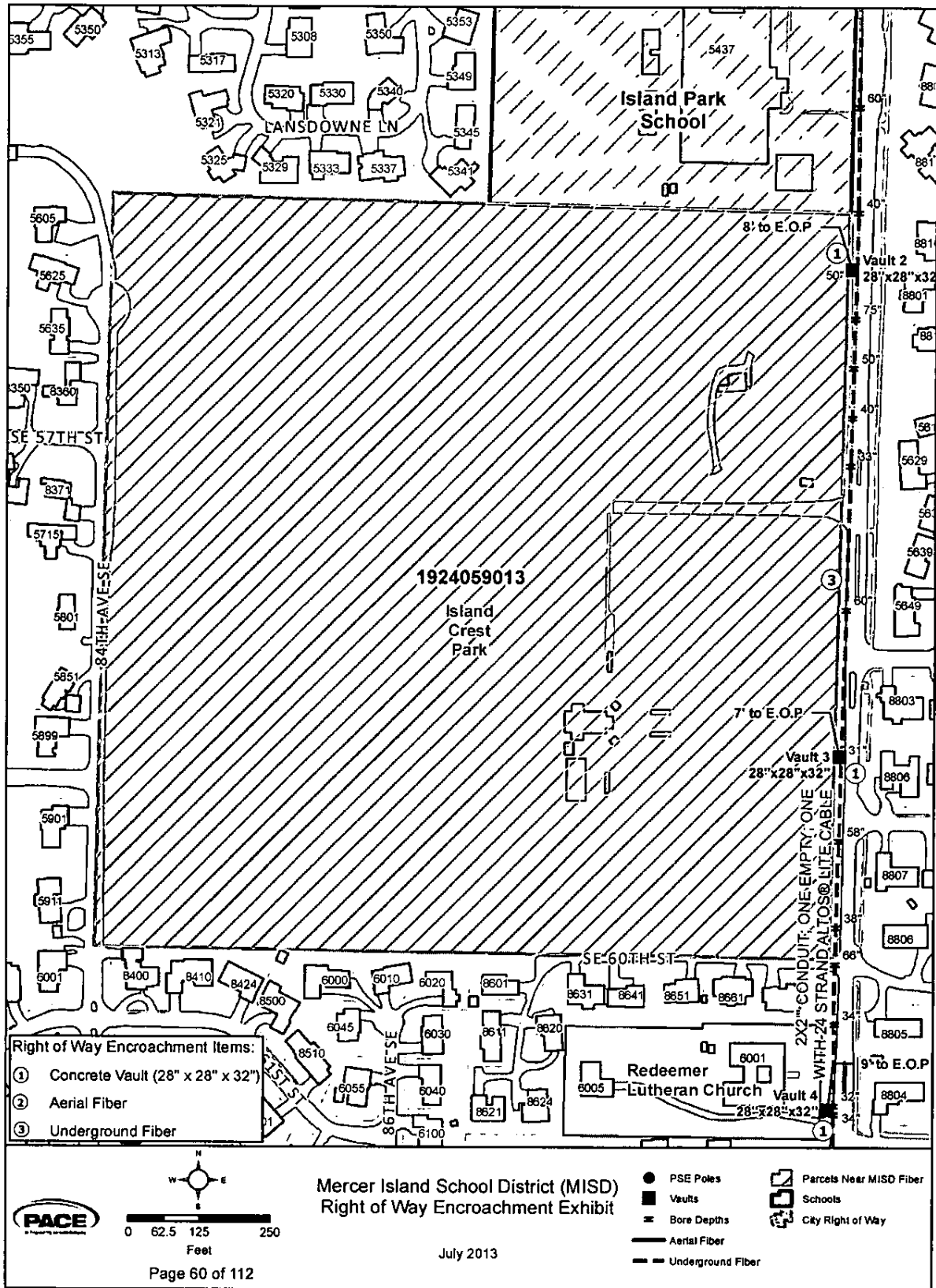
- PBE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



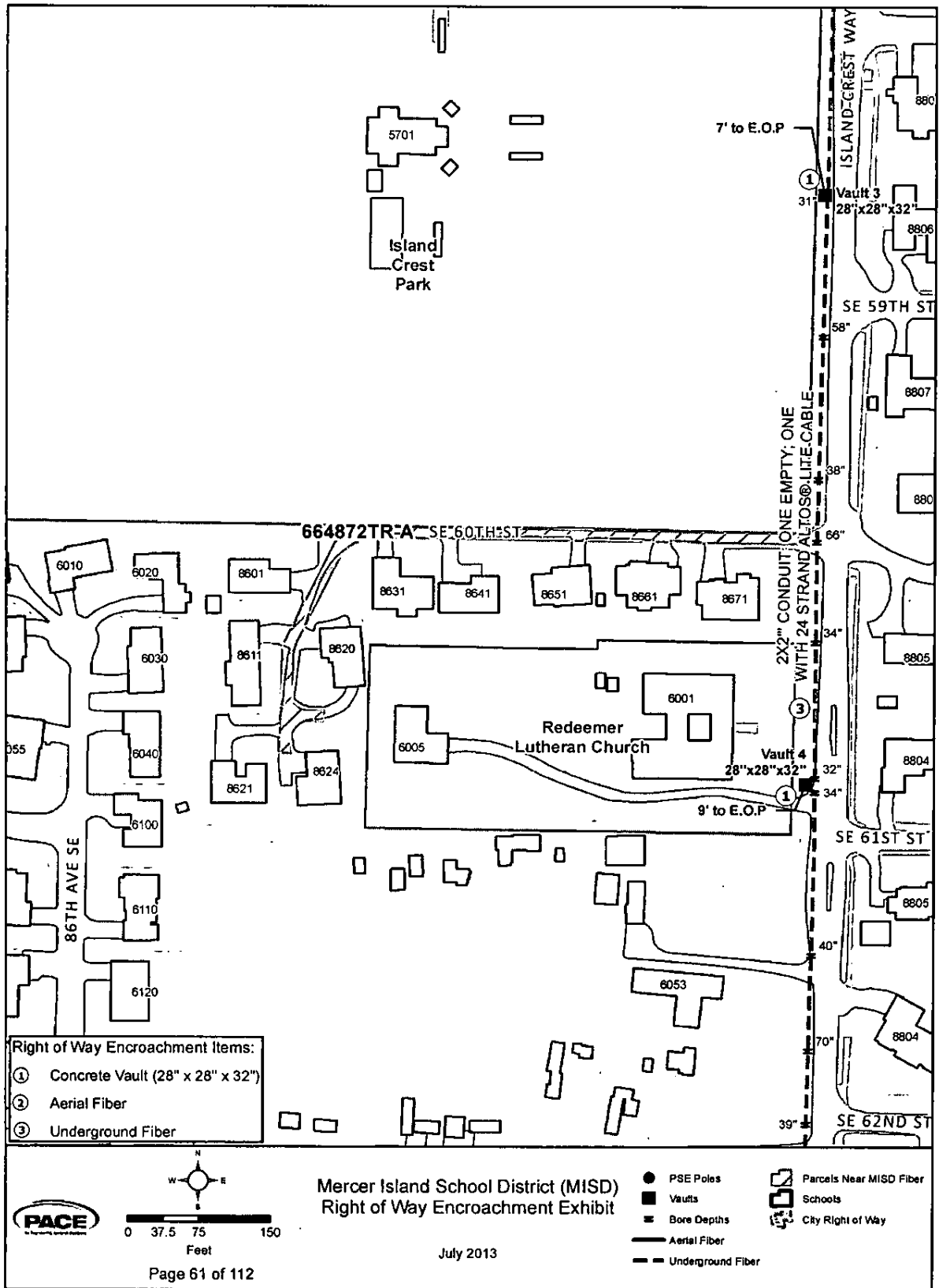




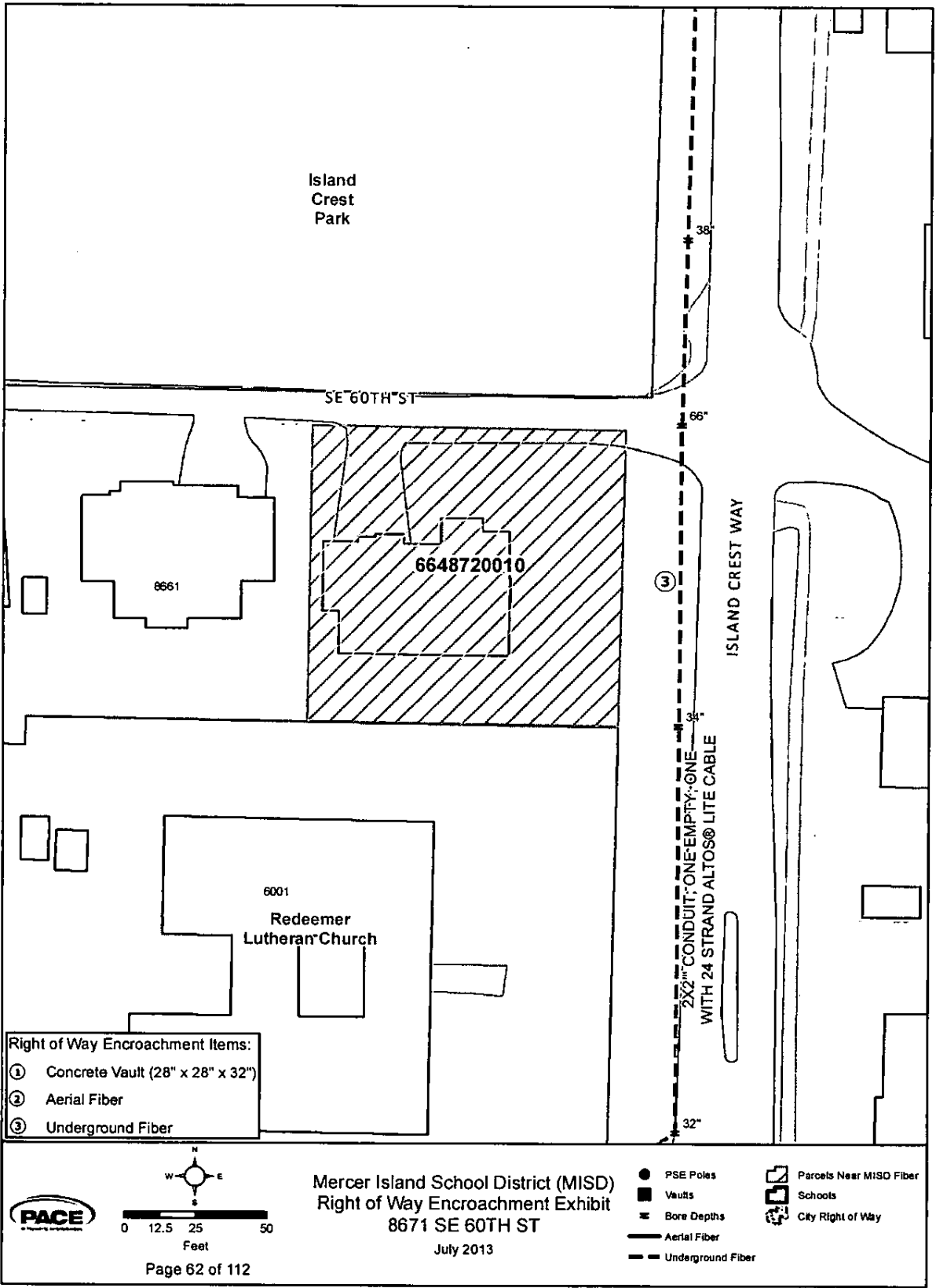
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- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

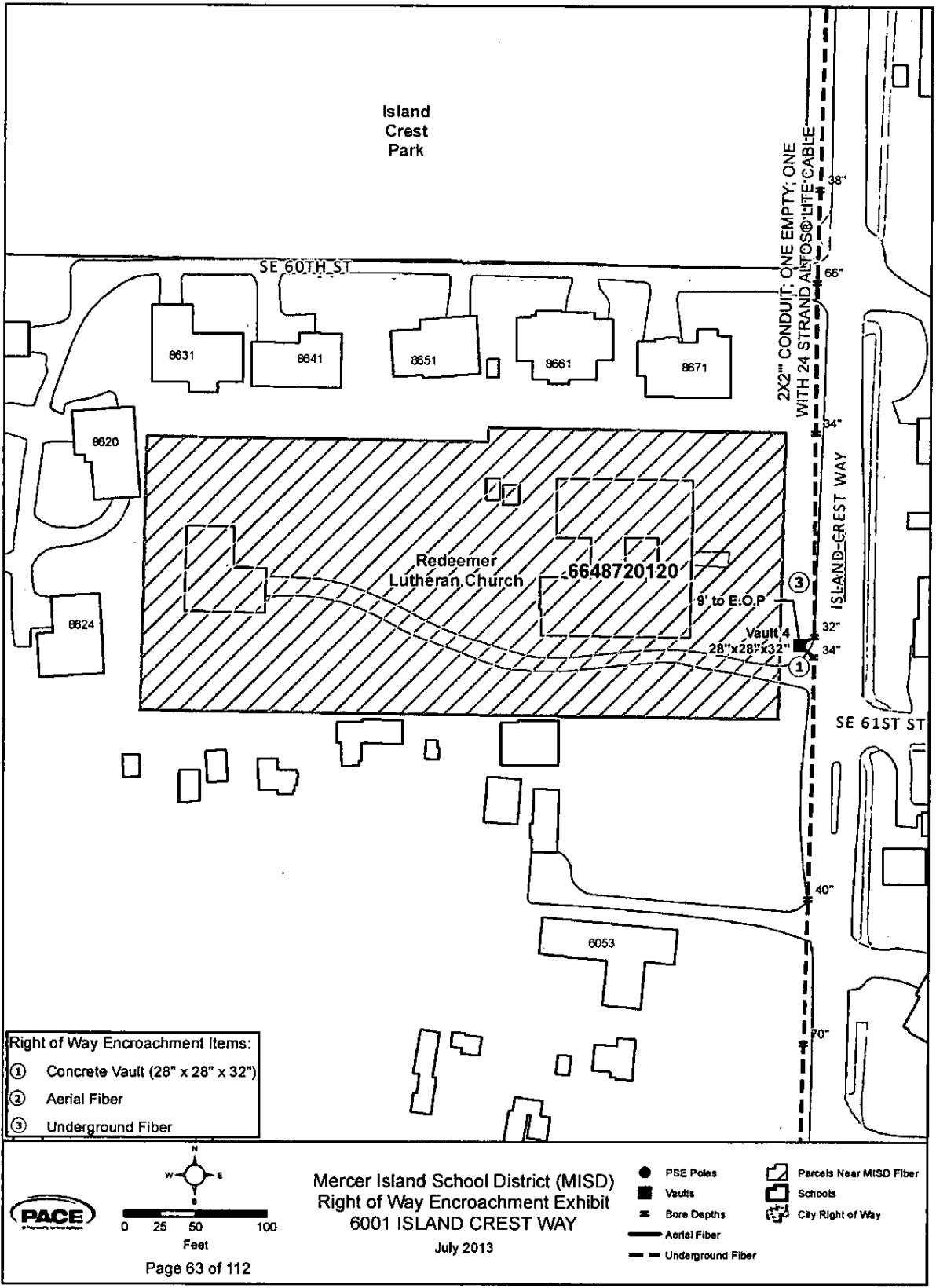
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**Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 8671 SE 60TH ST
 July 2013**

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

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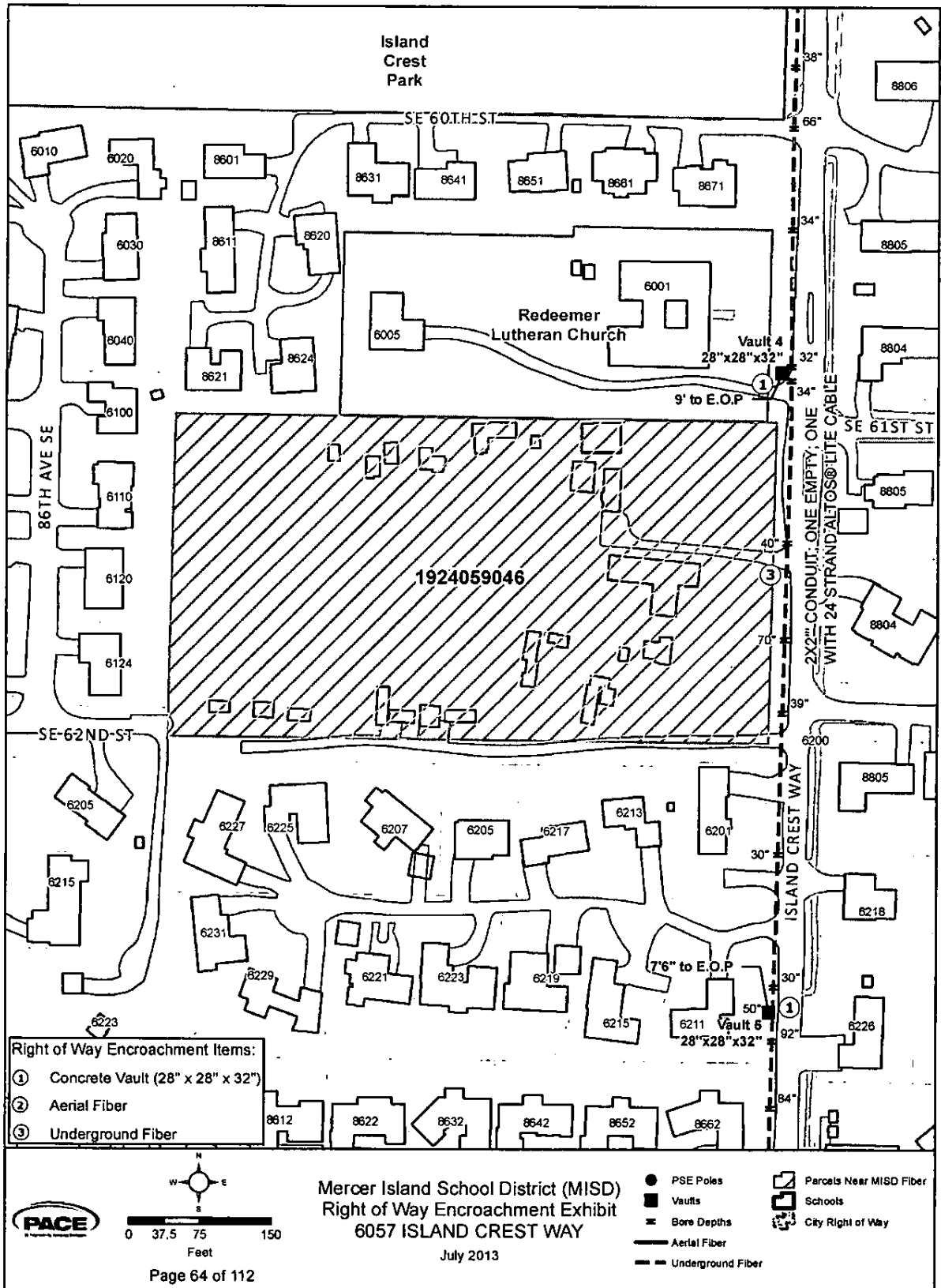
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
6001 ISLAND CREST WAY
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ⊞ Schools
- ⊞ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

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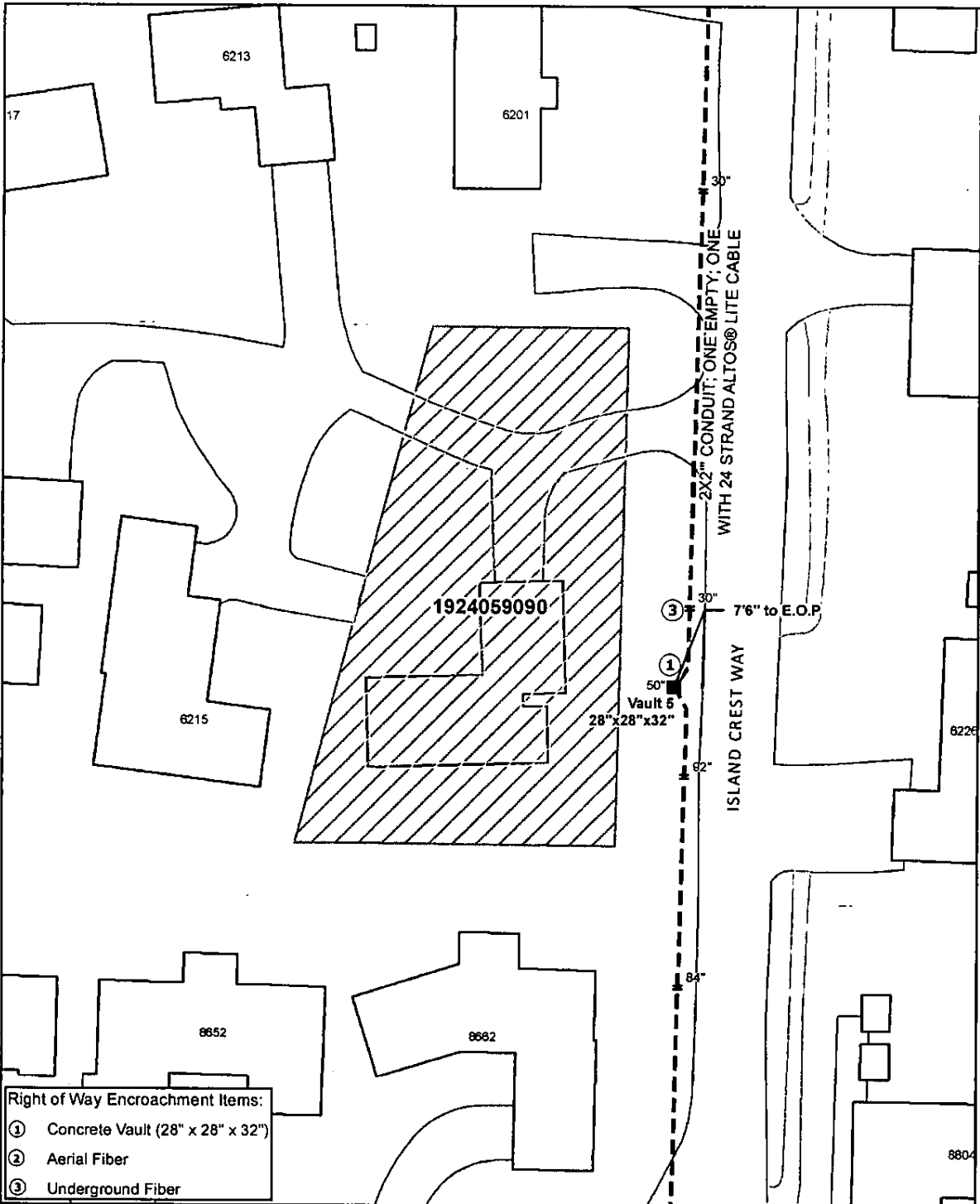
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Feet

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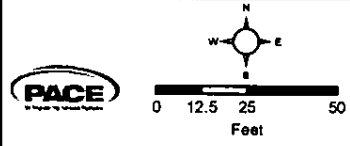
Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
6057 ISLAND CREST WAY
 July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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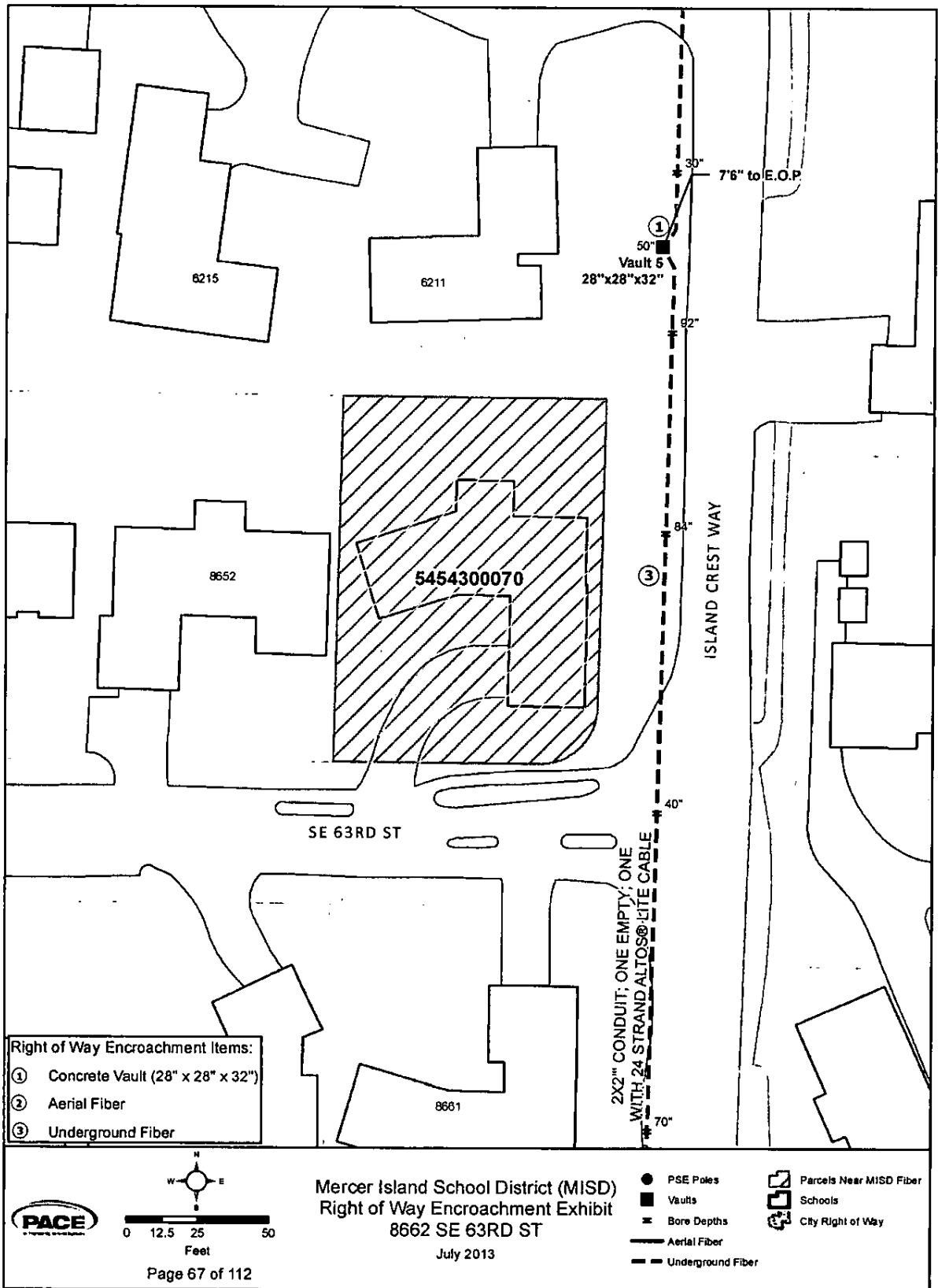
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 6211 ISLAND CREST WAY
 July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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Right of Way Encroachment Items:

- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber

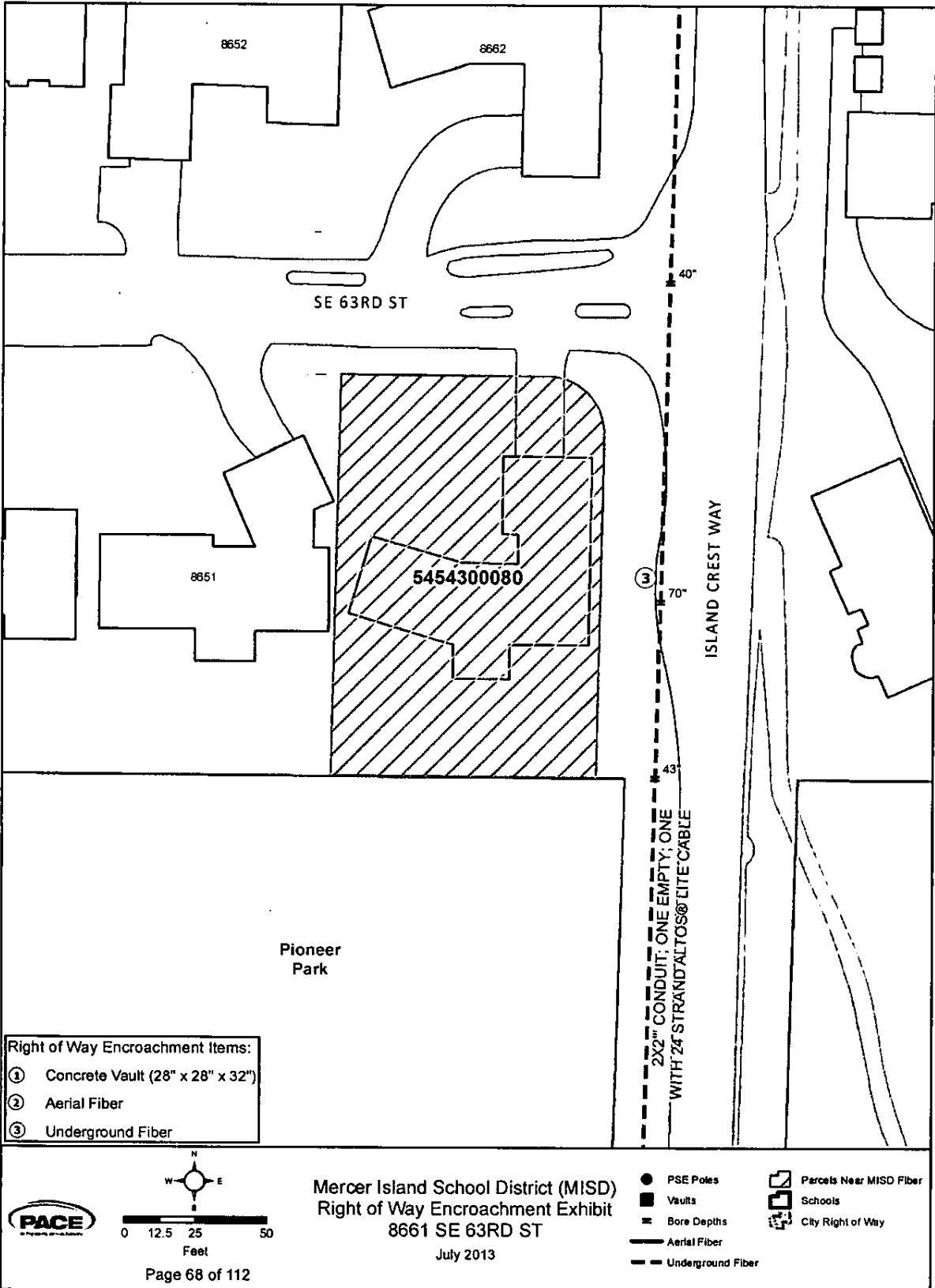
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
8662 SE 63RD ST
July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

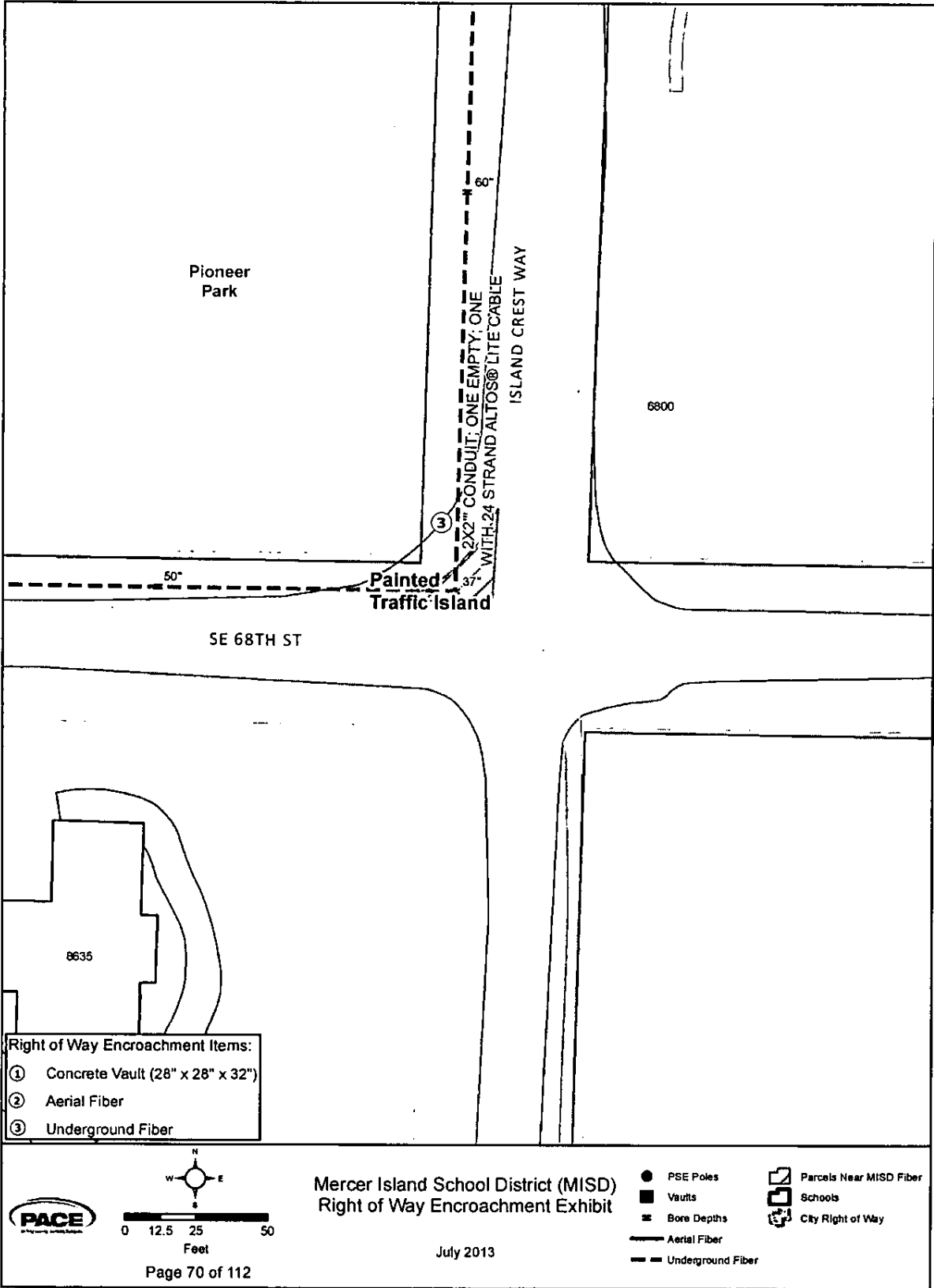
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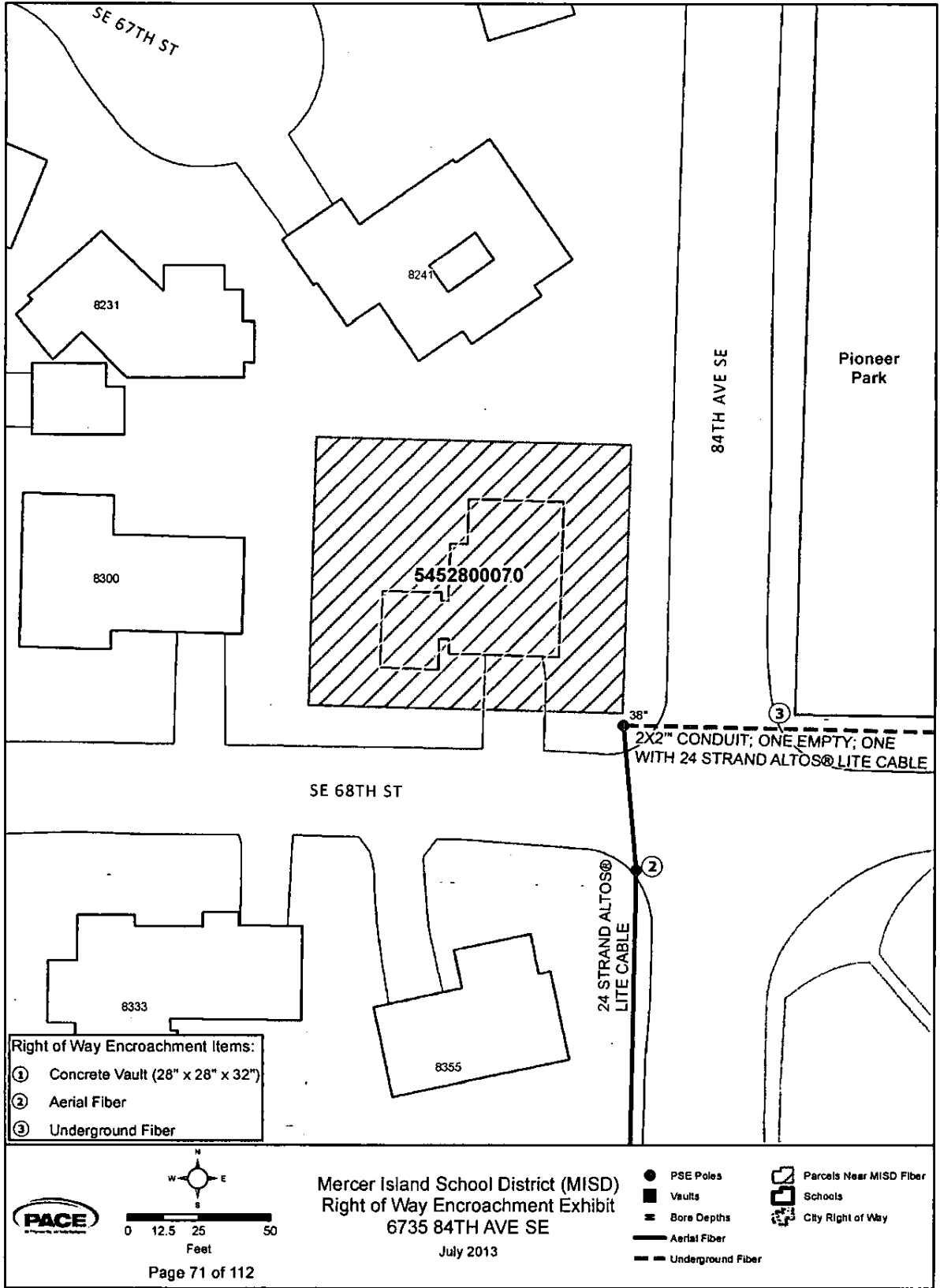
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 8661 SE 63RD ST
 July 2013

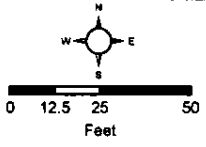
- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



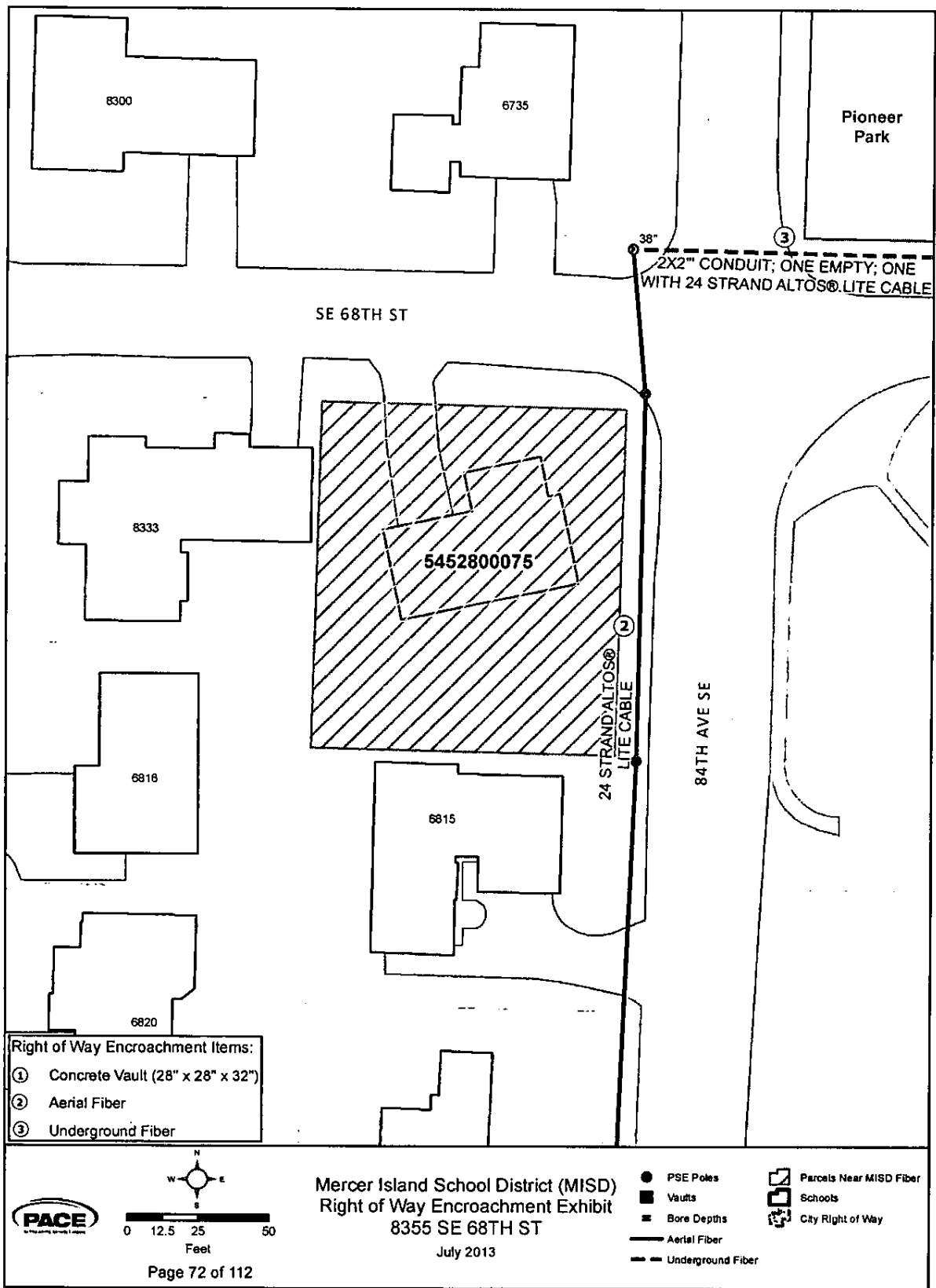
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 6735 84TH AVE SE
 July 2013

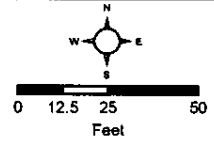


- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



Right of Way Encroachment Items:

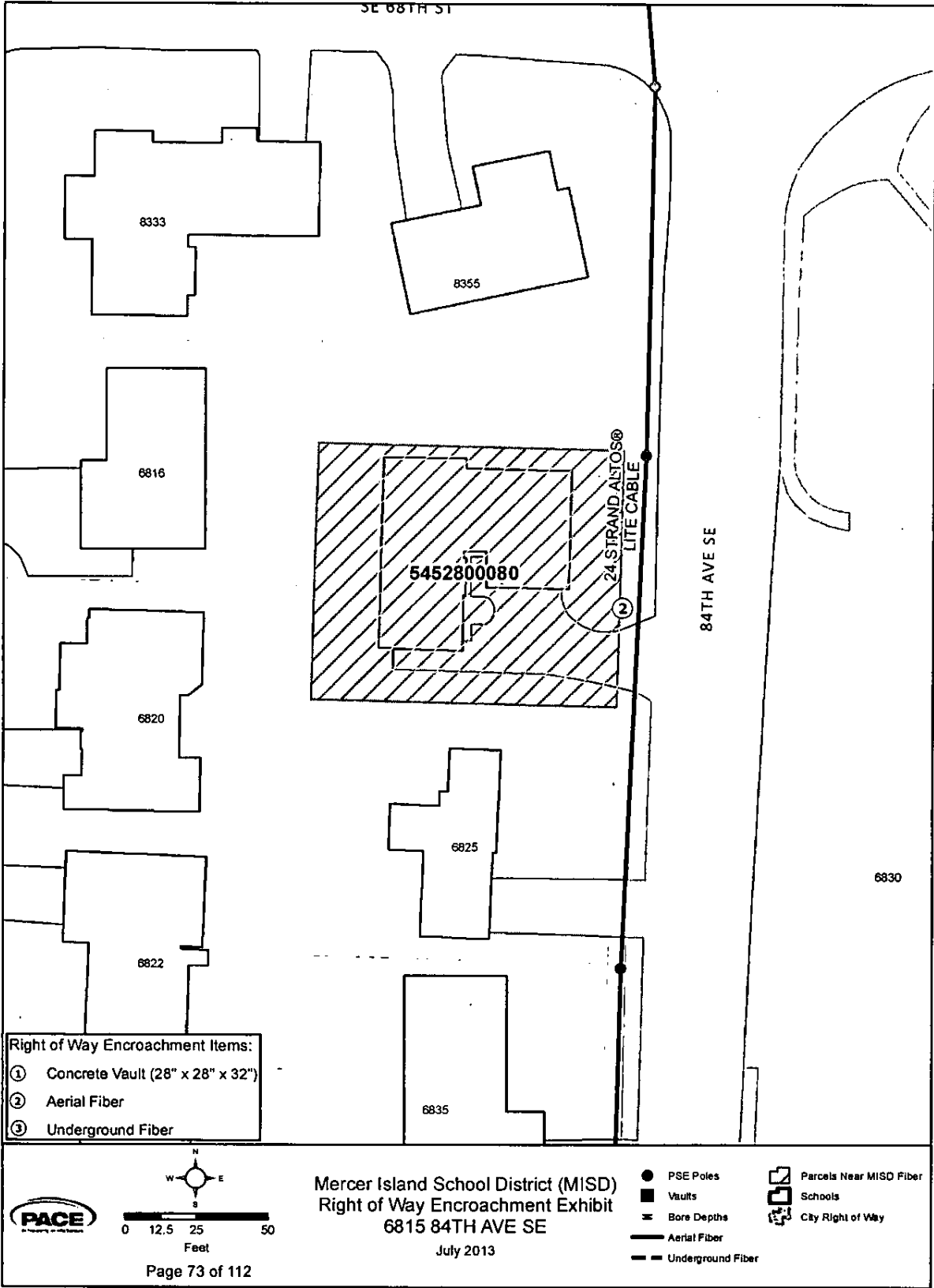
- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber



Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 8355 SE 68TH ST
 July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

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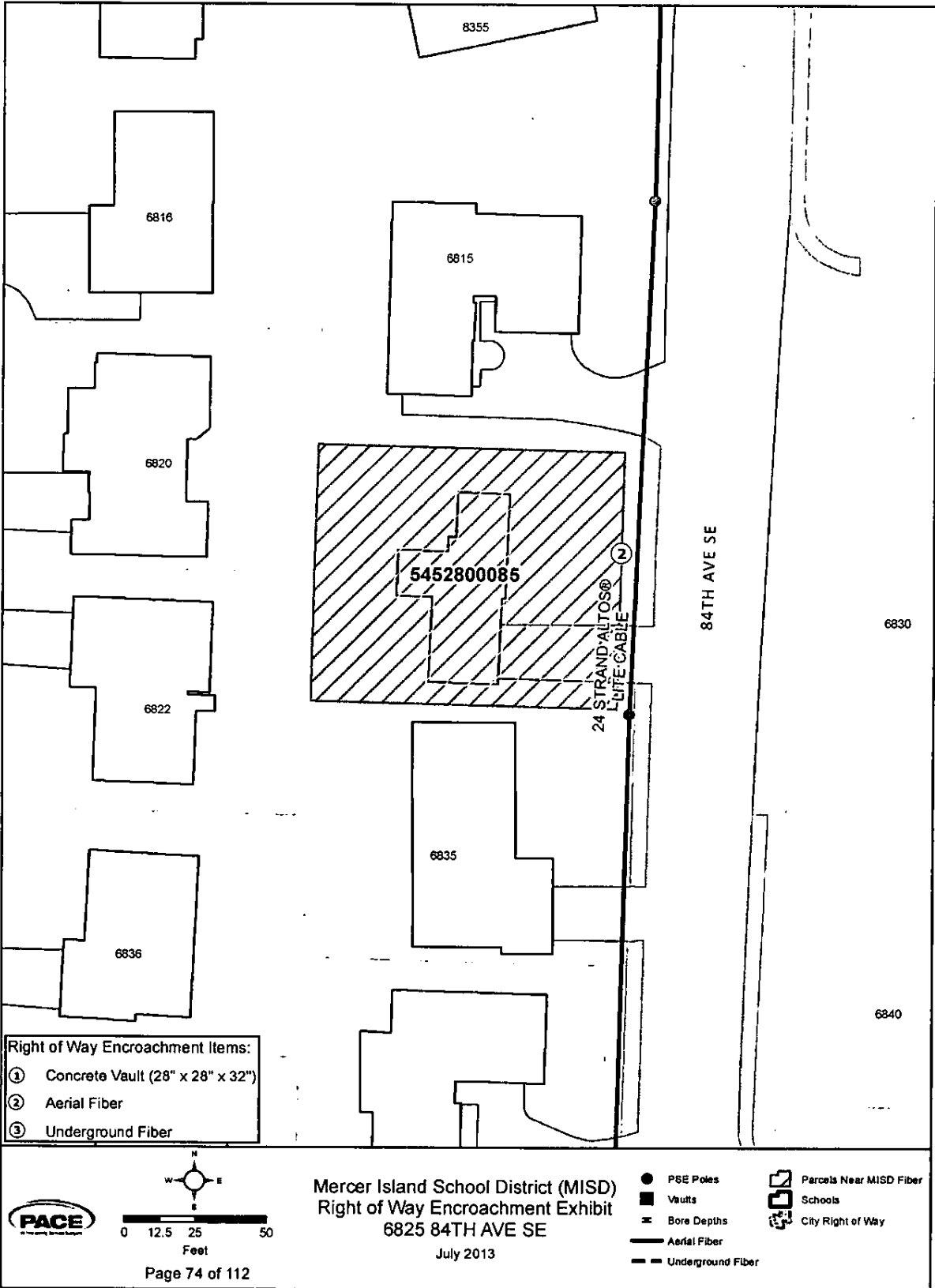
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 6815 84TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE

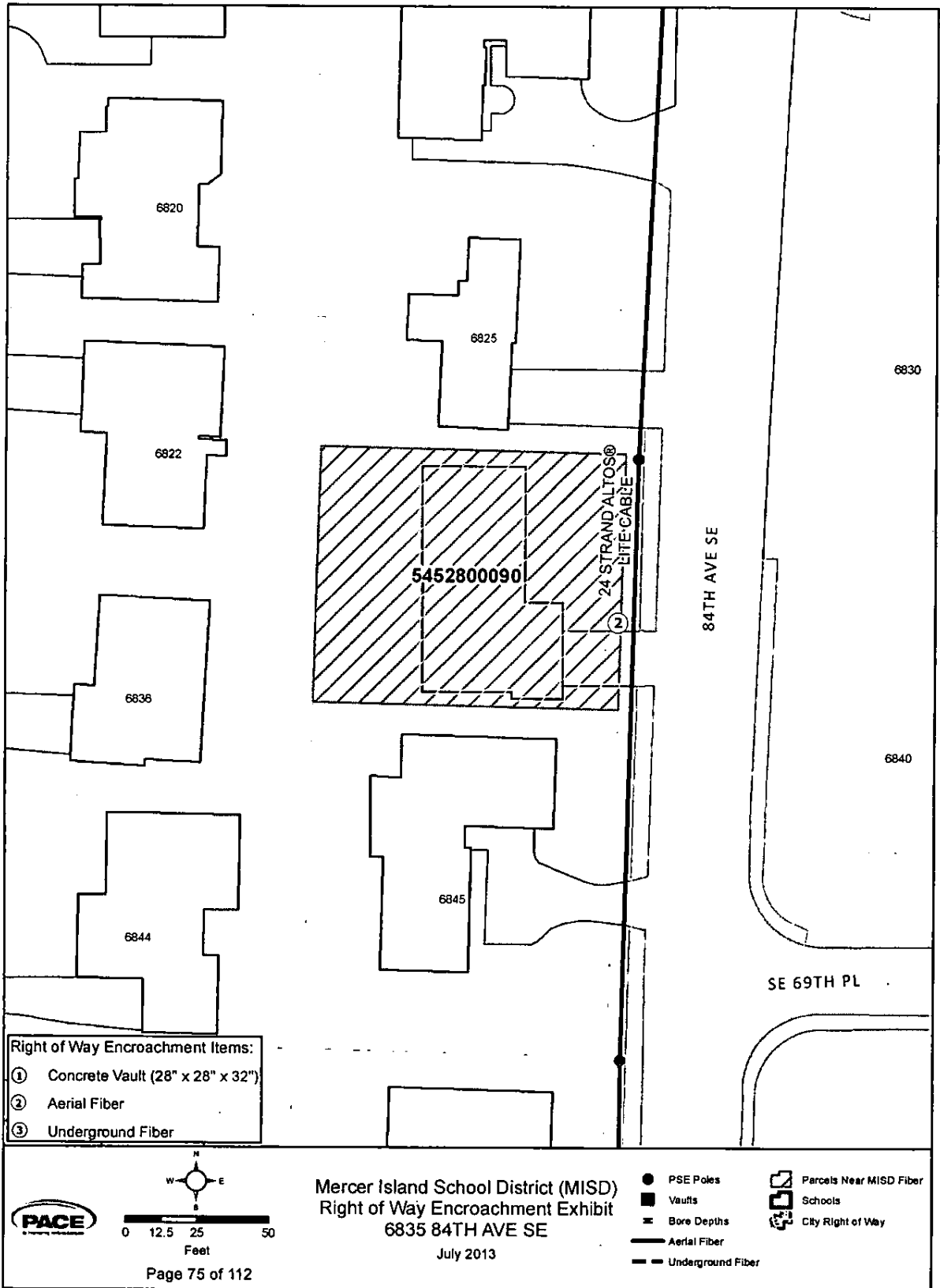
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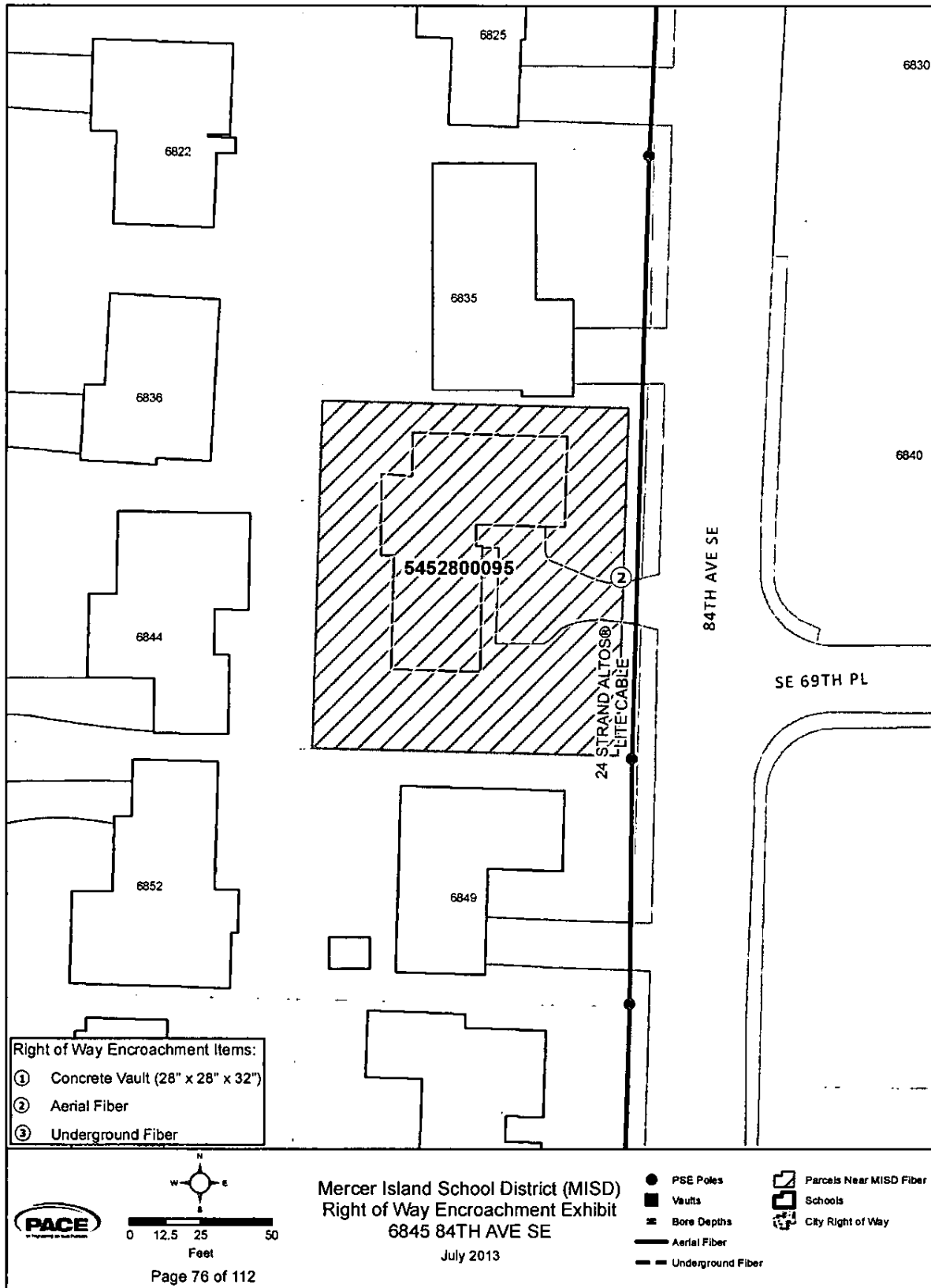
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
6825 84TH AVE SE
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber Schools
- ▭ City Right of Way

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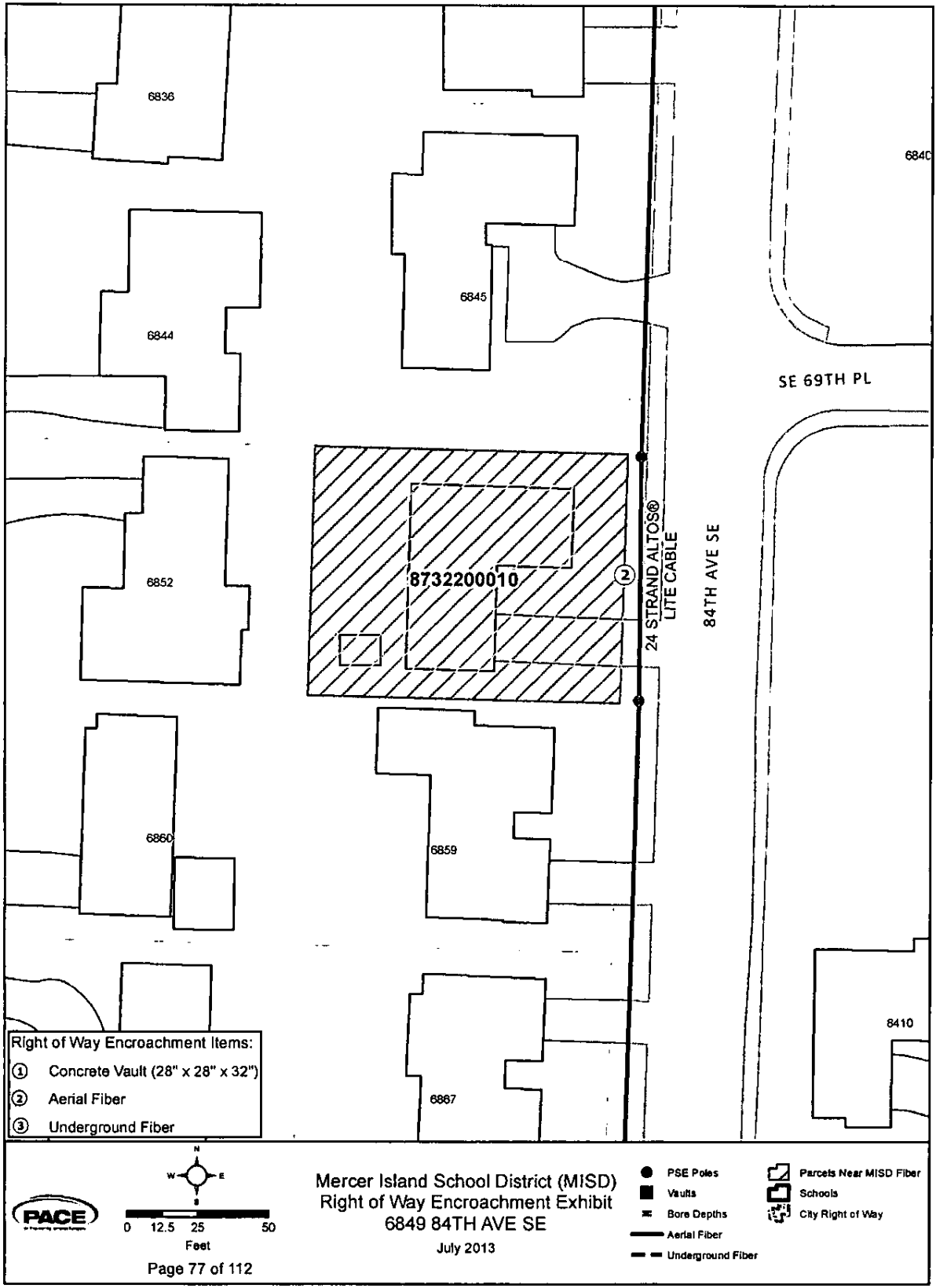
Right of Way Encroachment Items:

- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber

PACE
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 Feet
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 6845 84TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

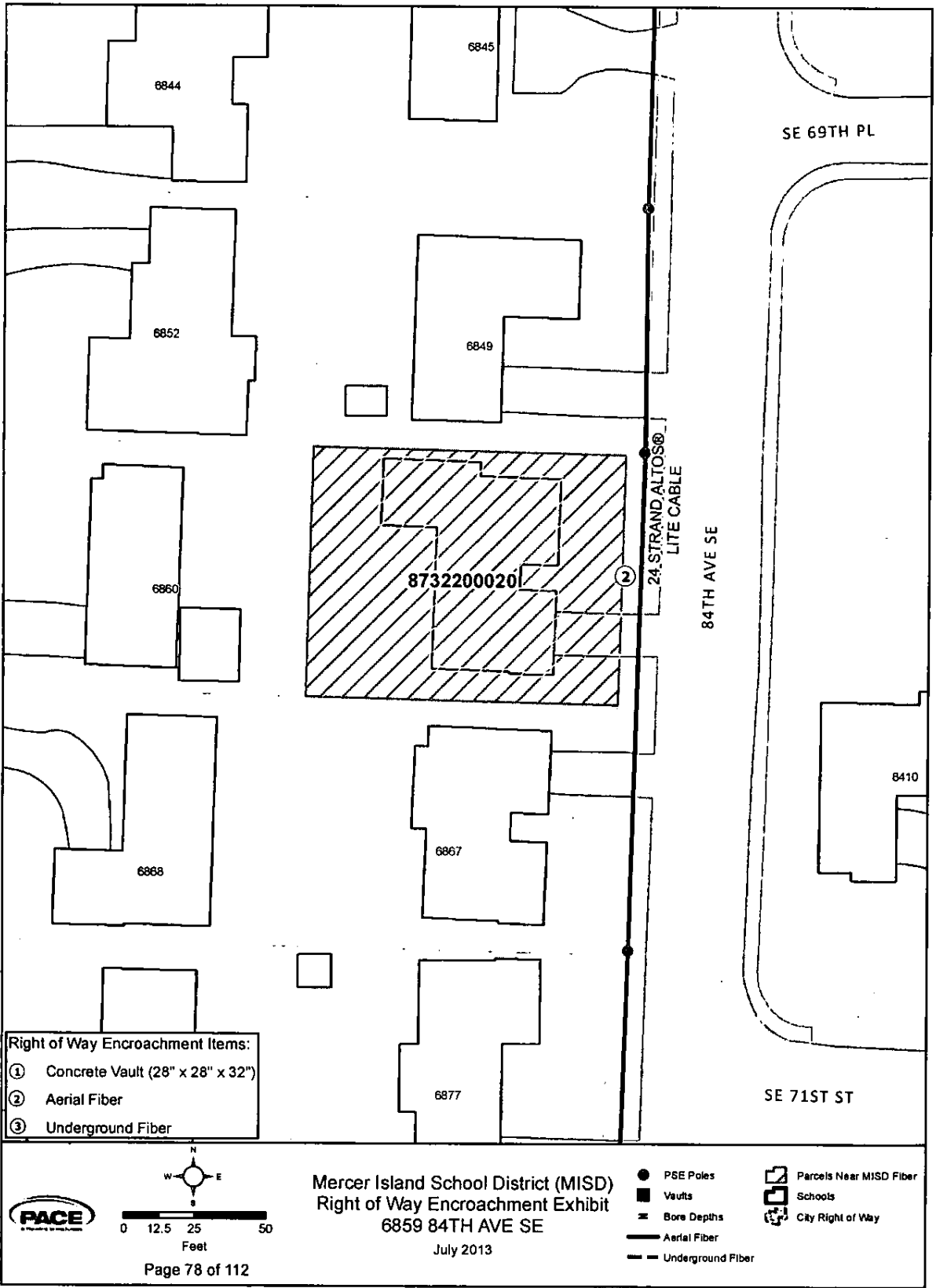
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 6849 84TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

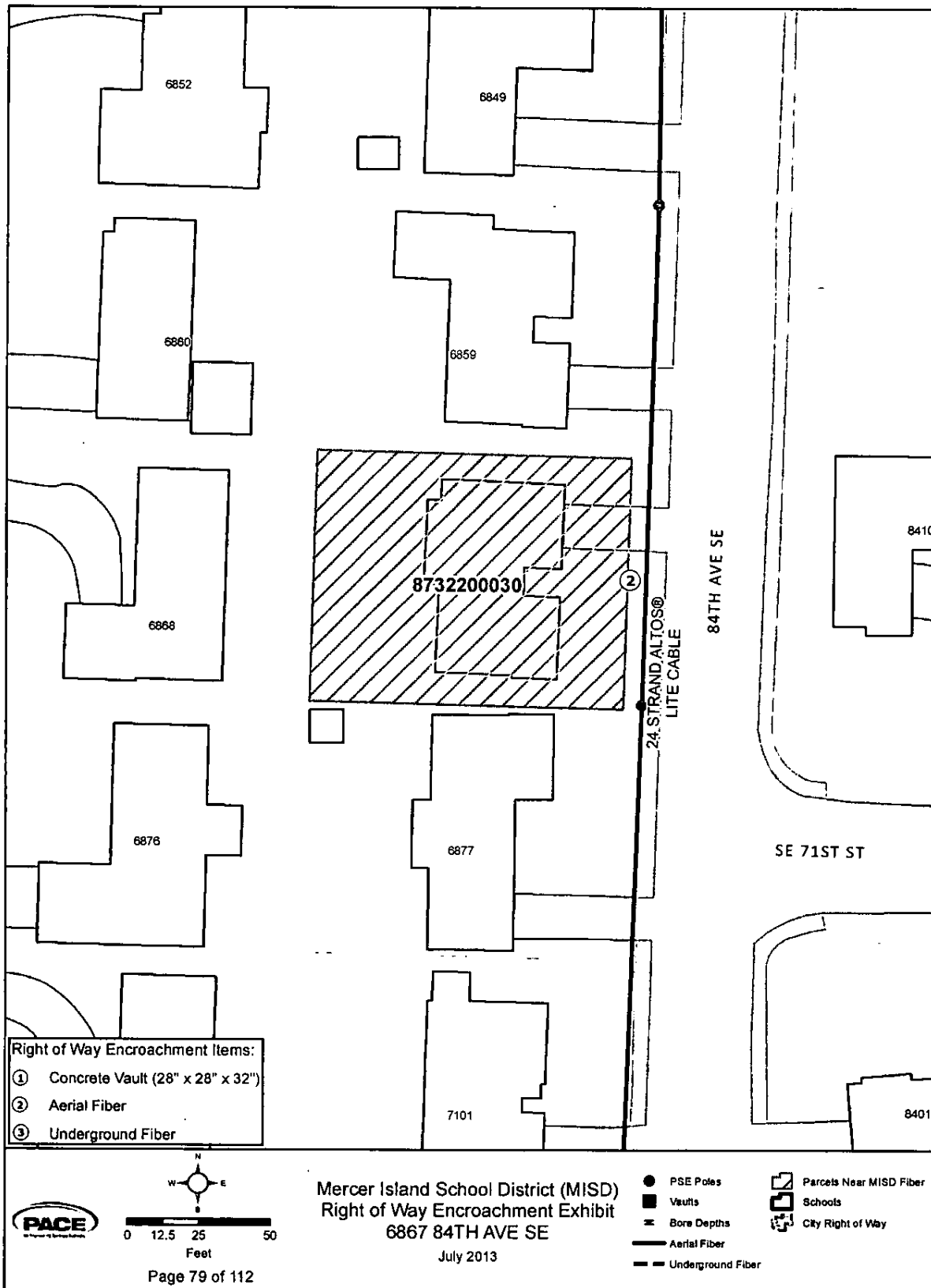
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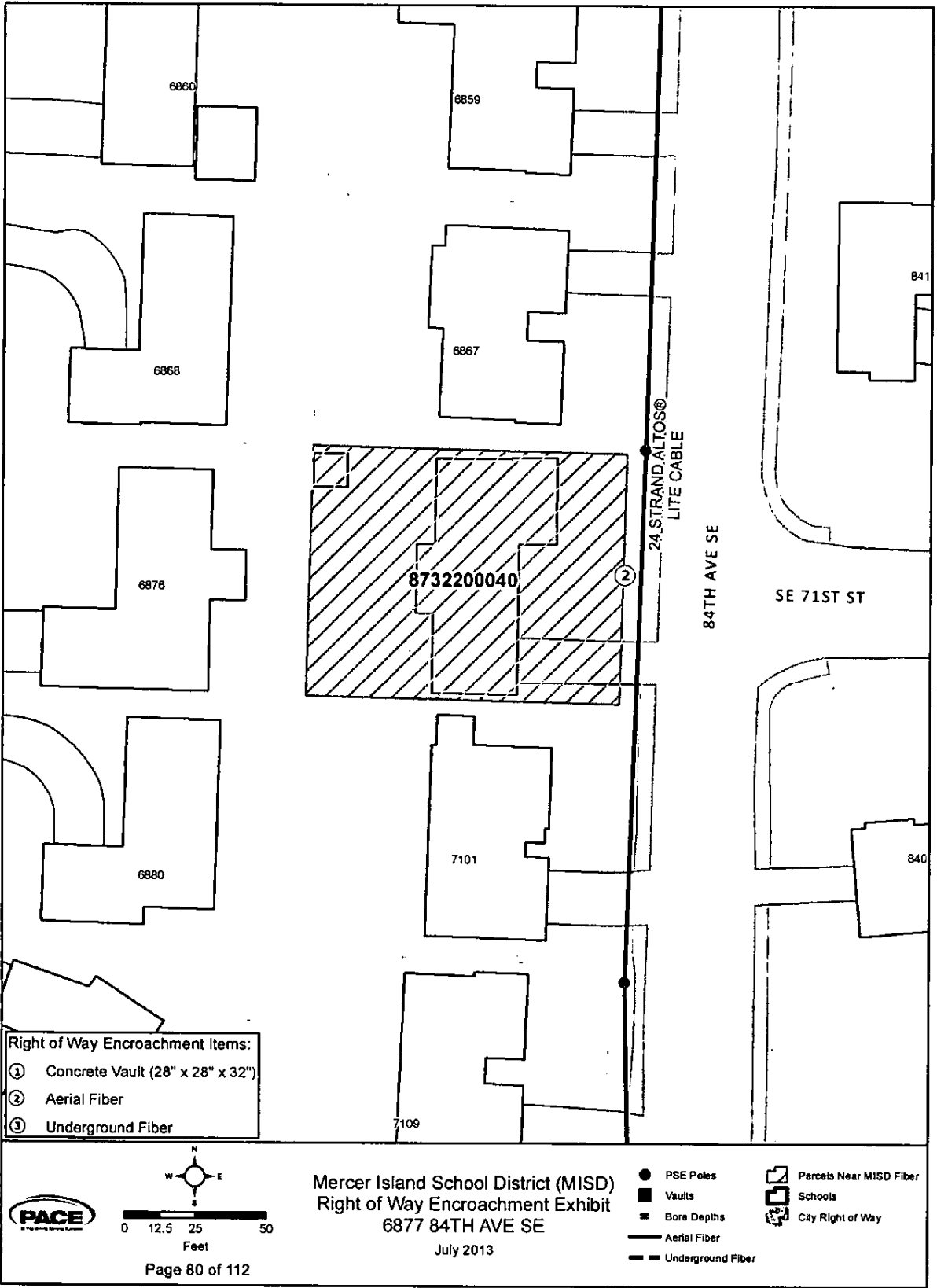
Page 78 of 112

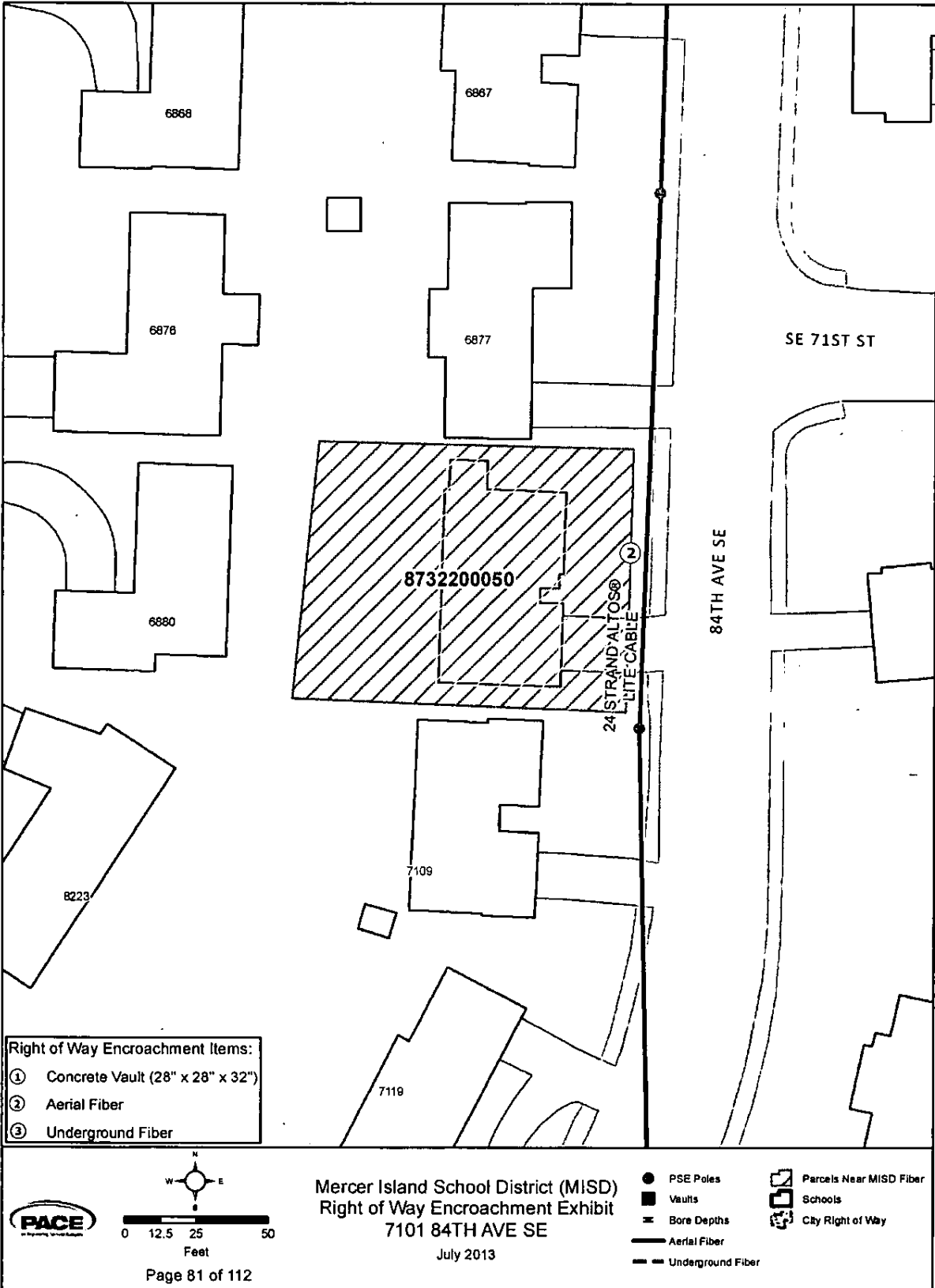
Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 6859 84TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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Right of Way Encroachment Items:

- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber

PACE
Engineering & Construction

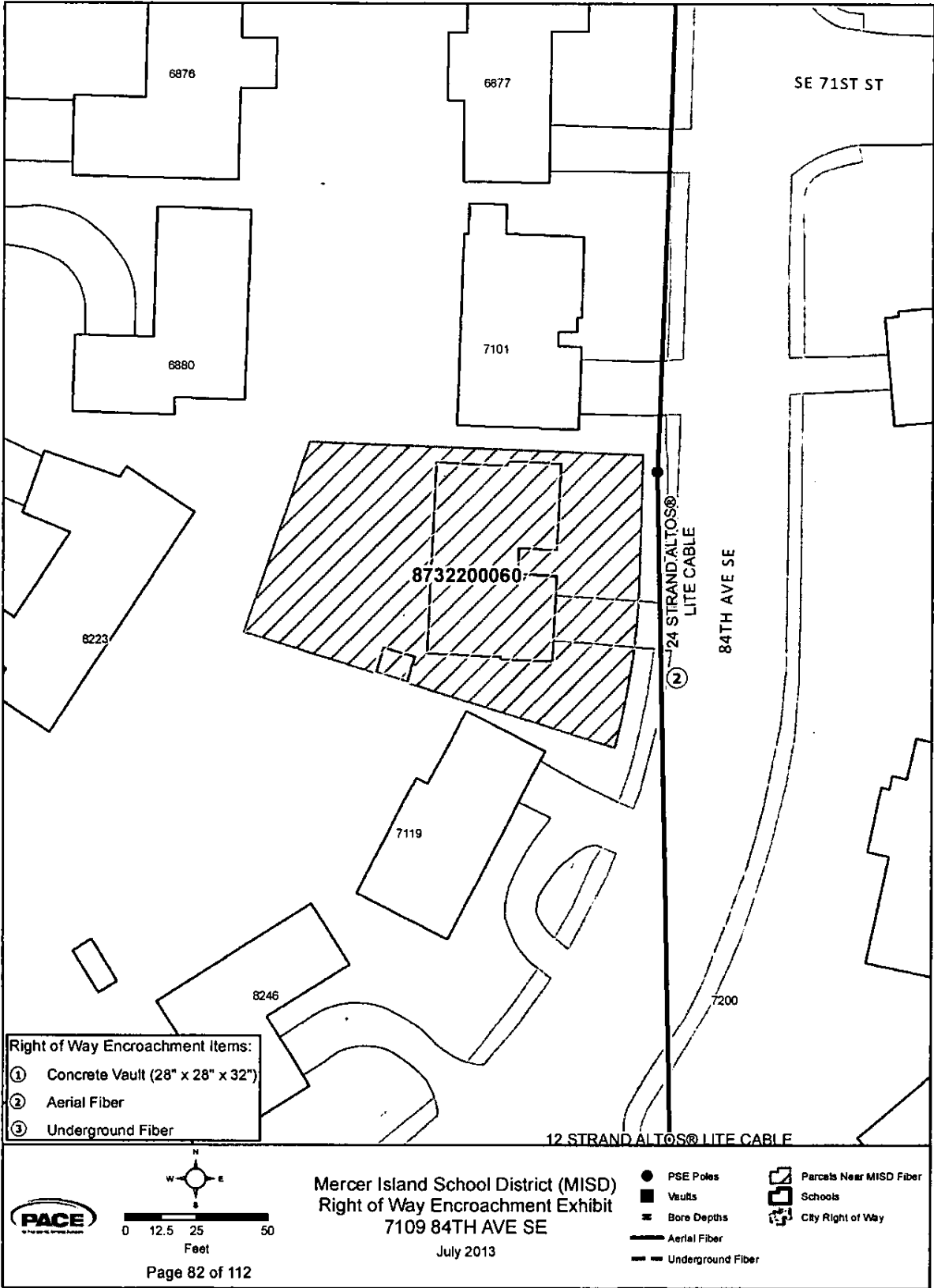
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
7101 84TH AVE SE
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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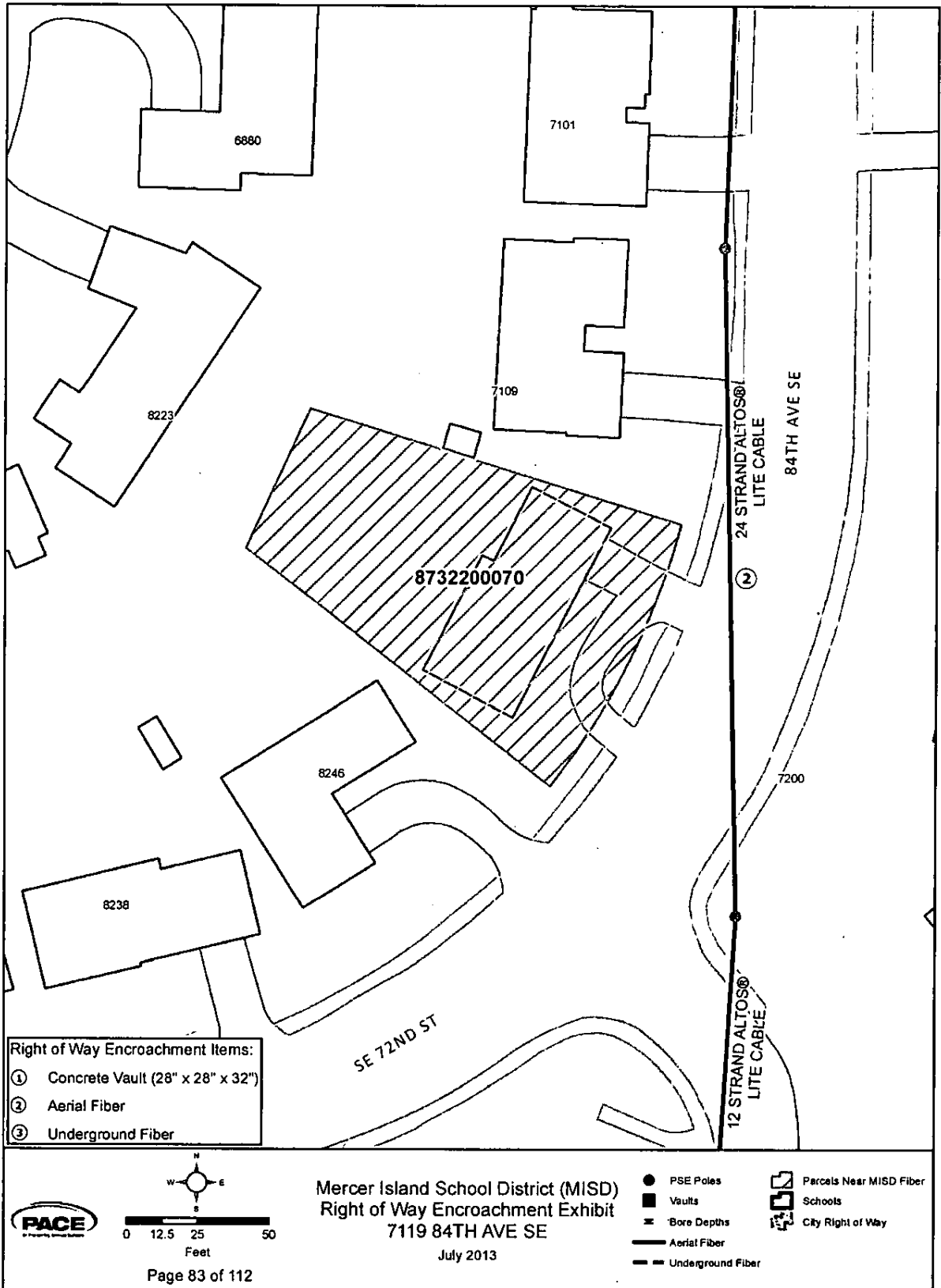


- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE
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 Feet
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 7109 84TH AVE SE
 July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE
 by geacety.com

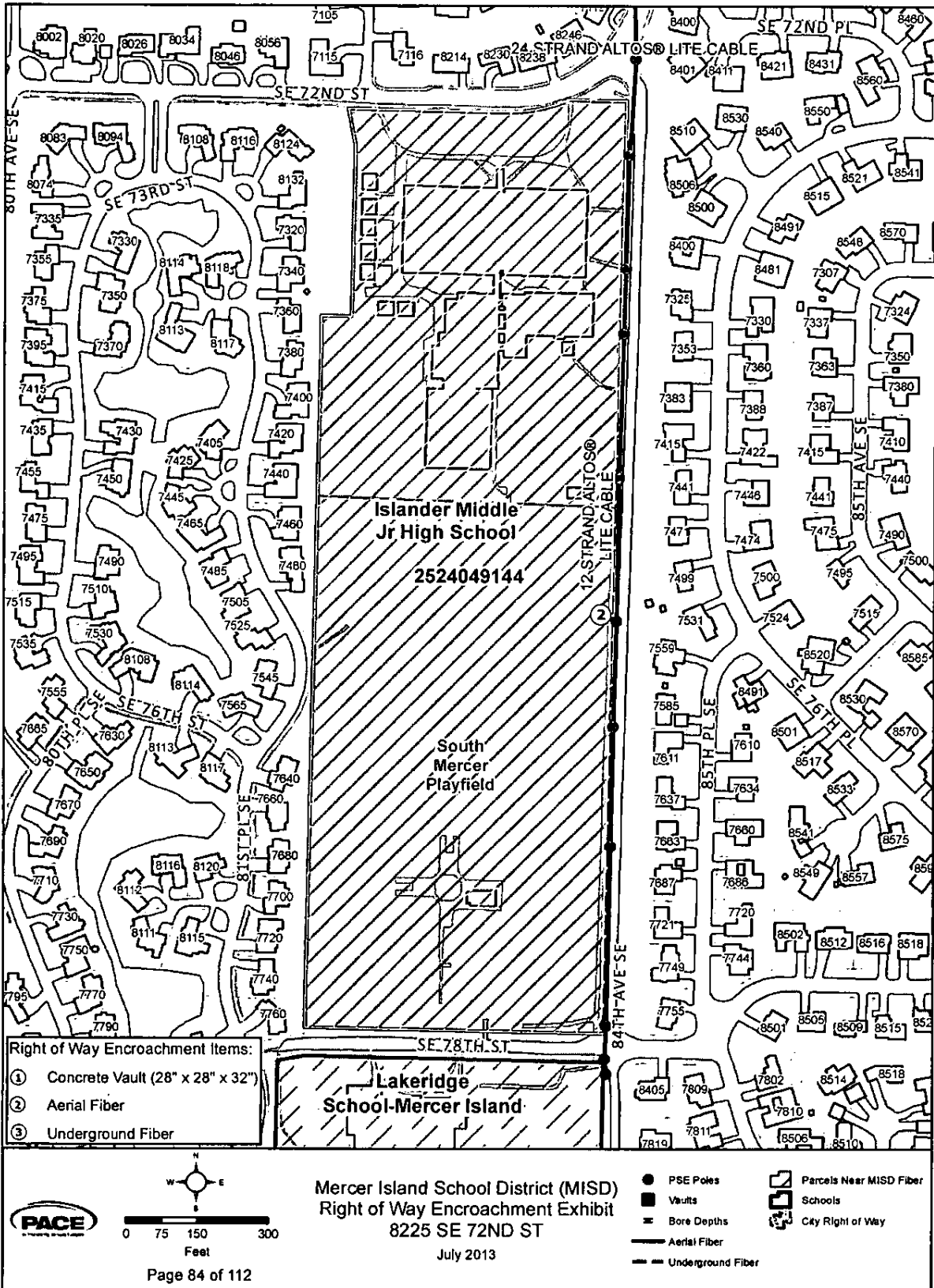
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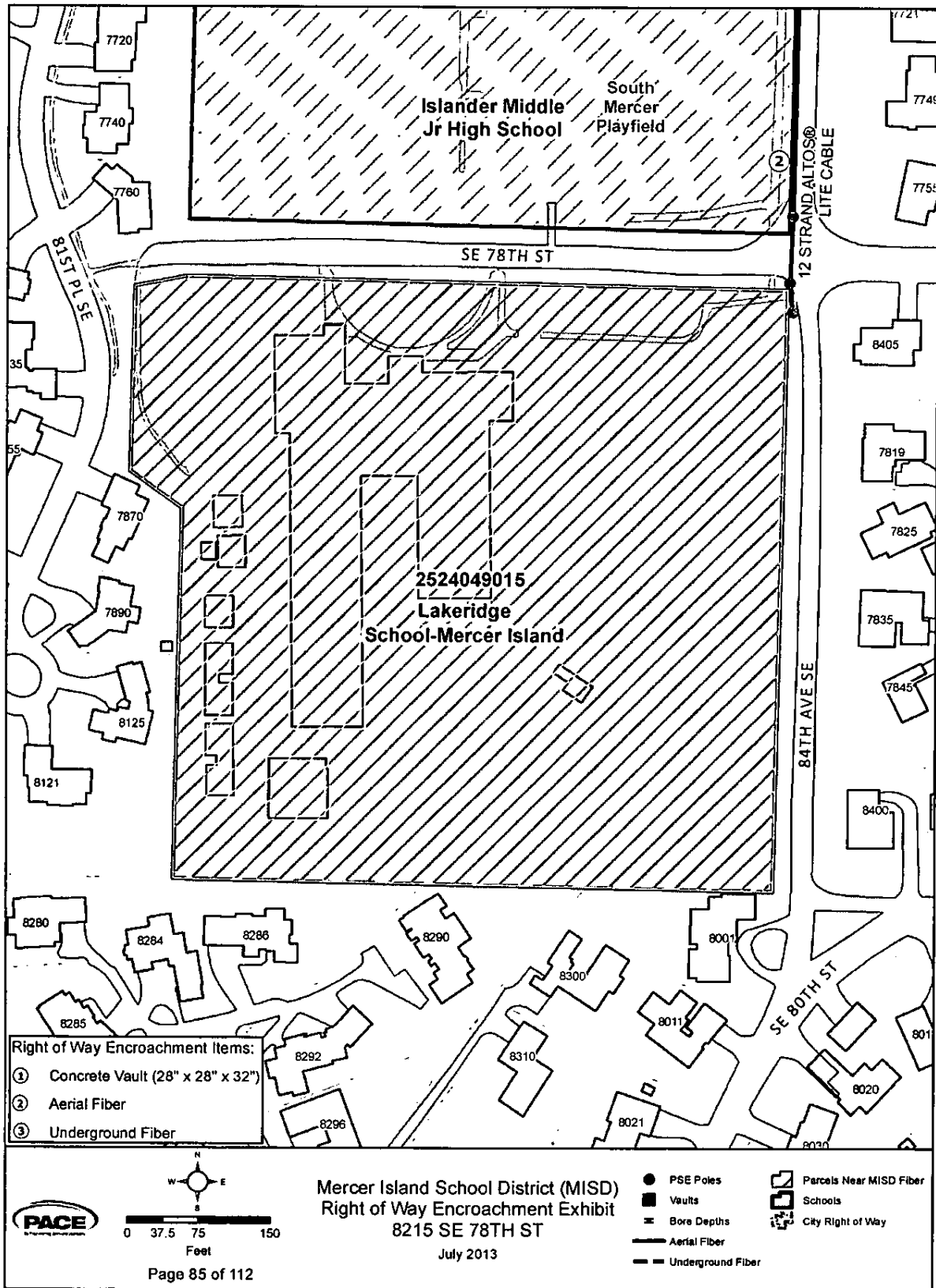
Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 7119 84TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

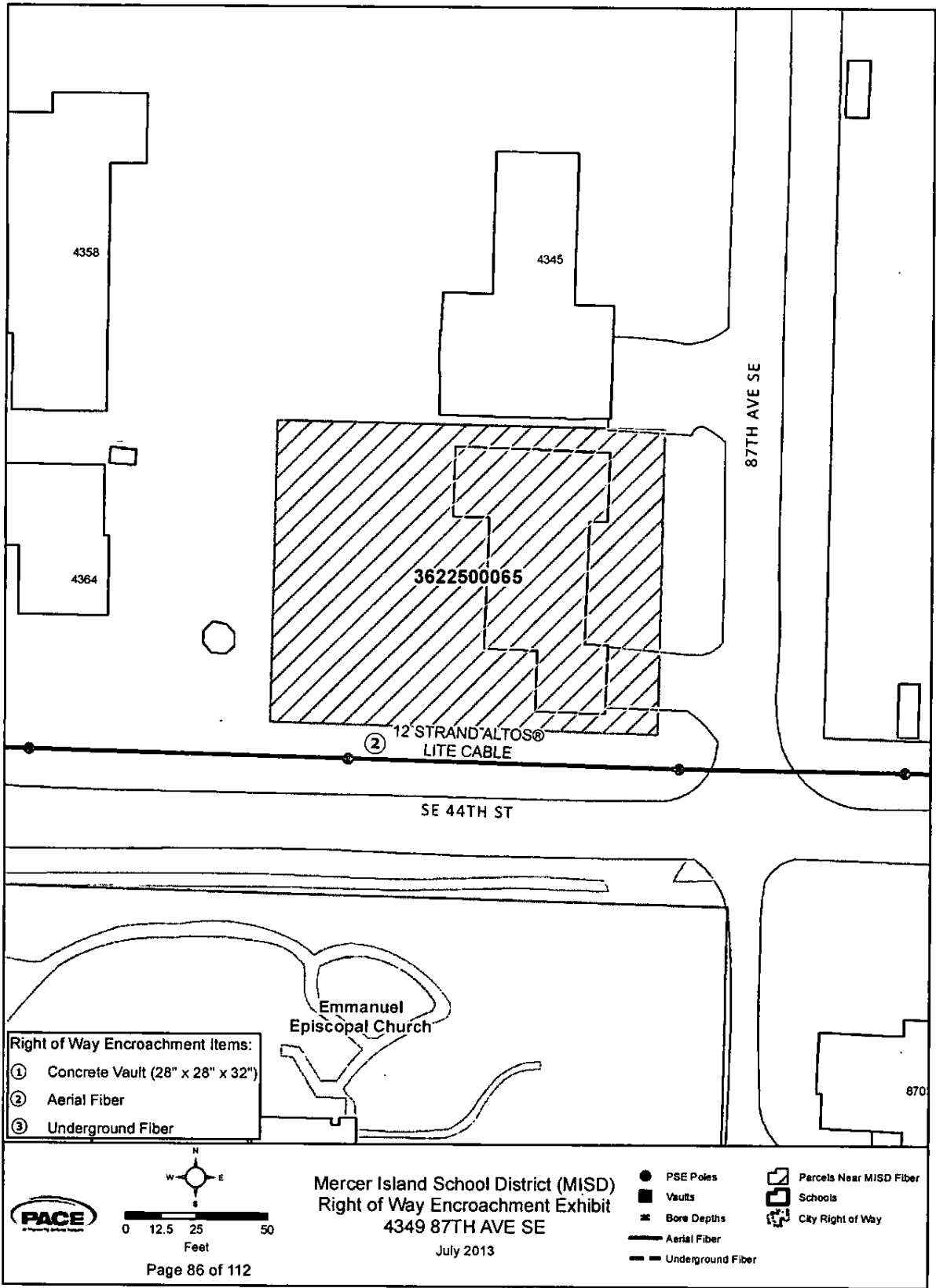
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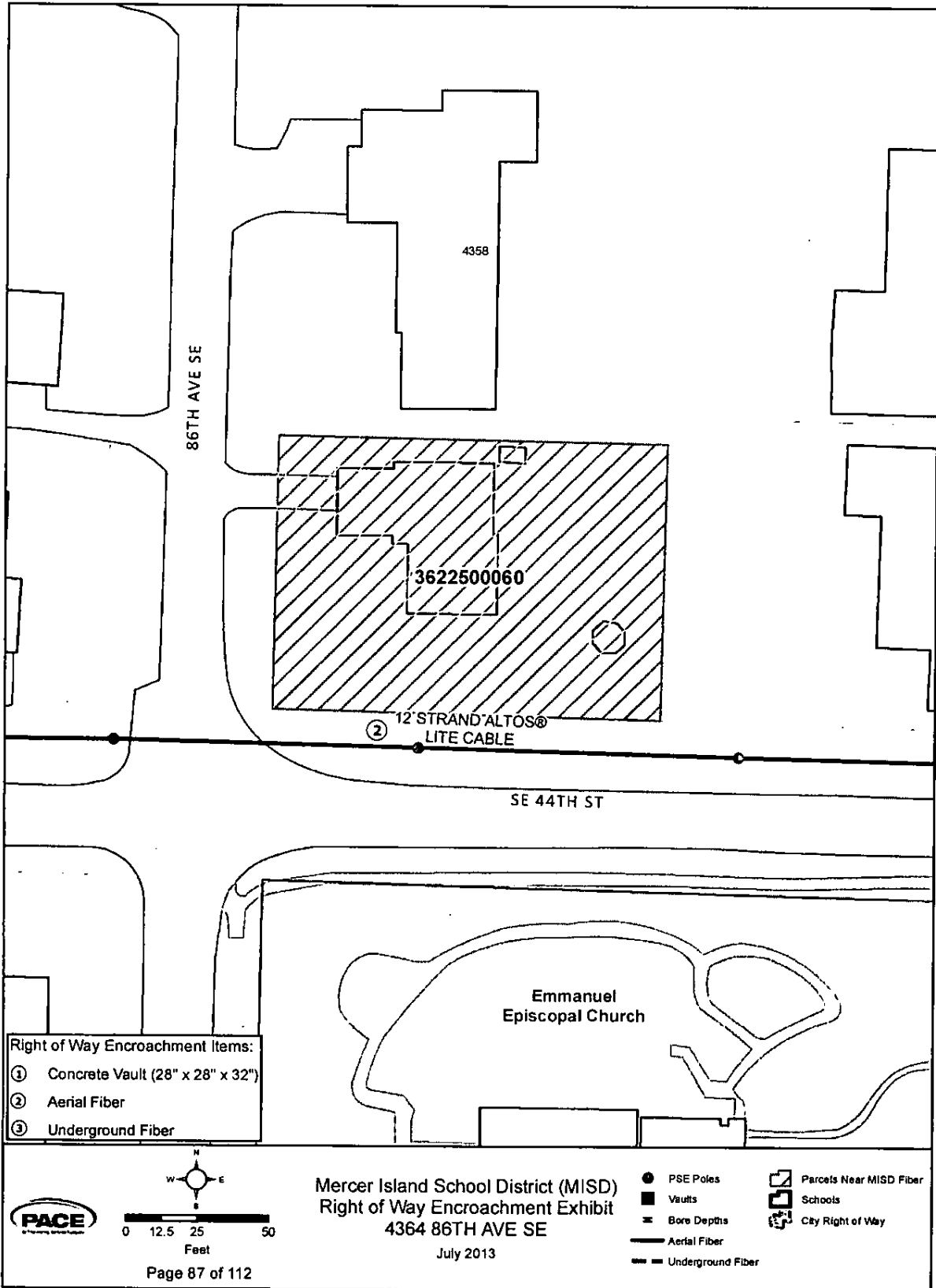
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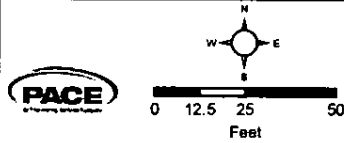
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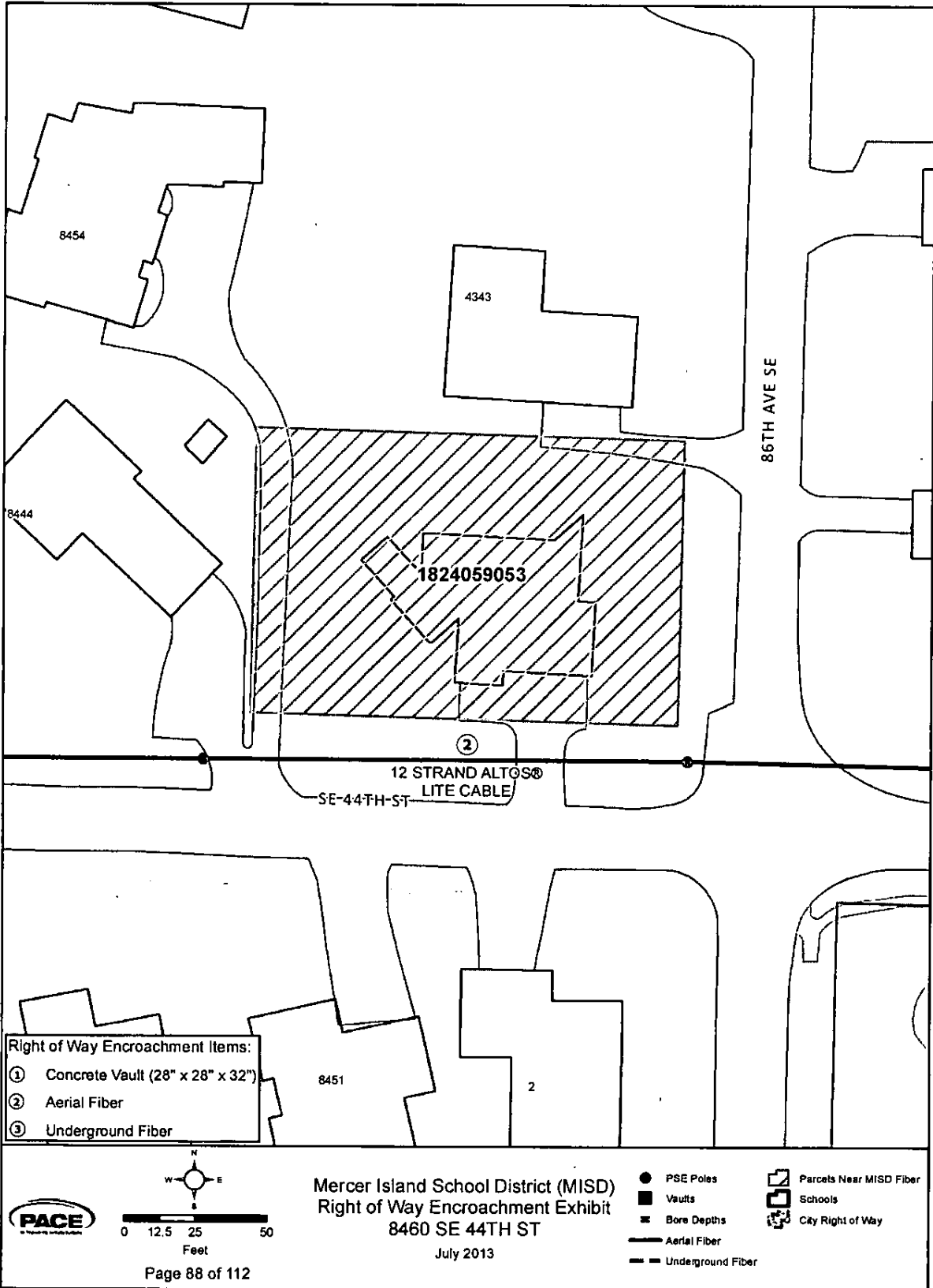


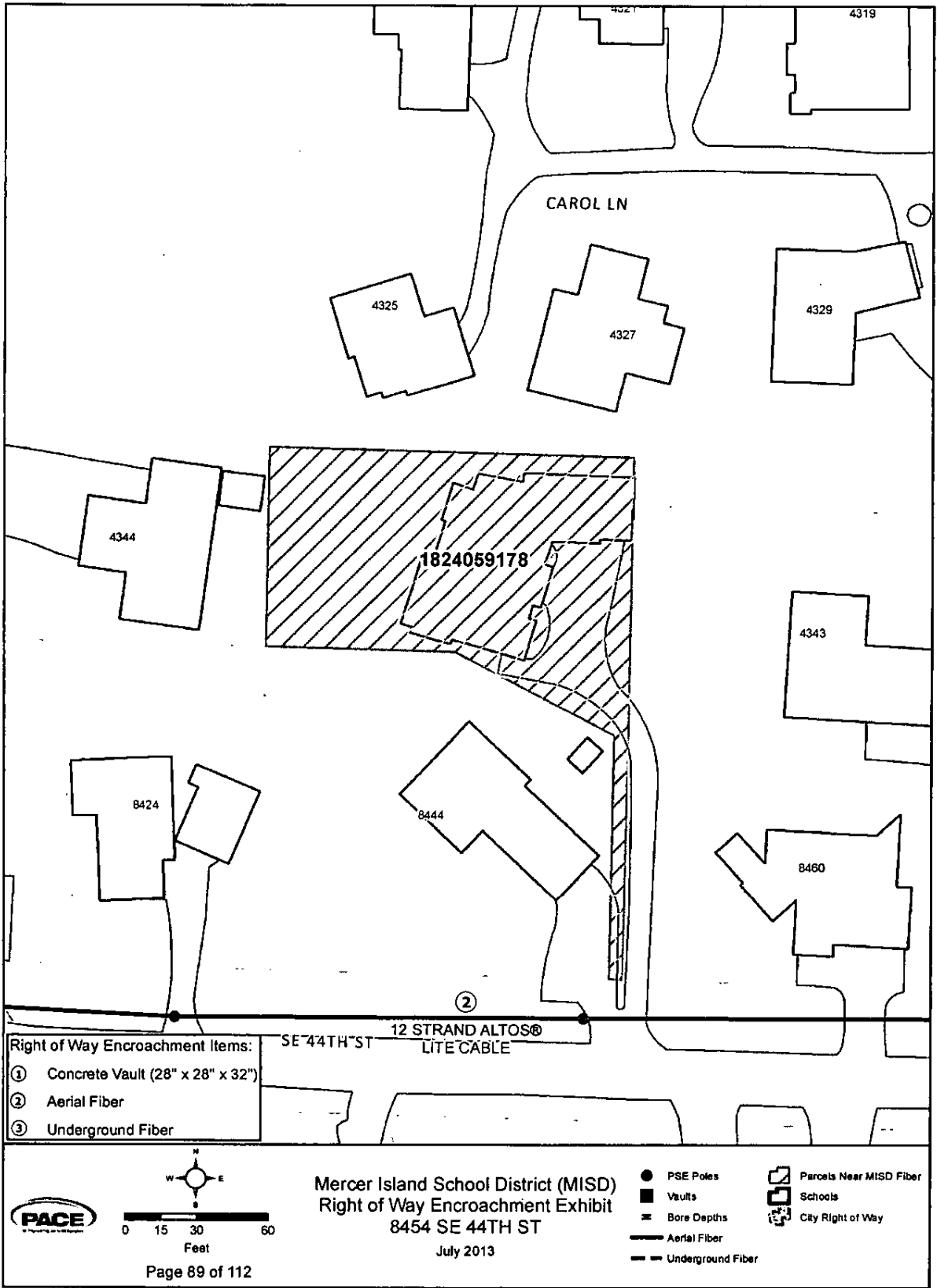
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



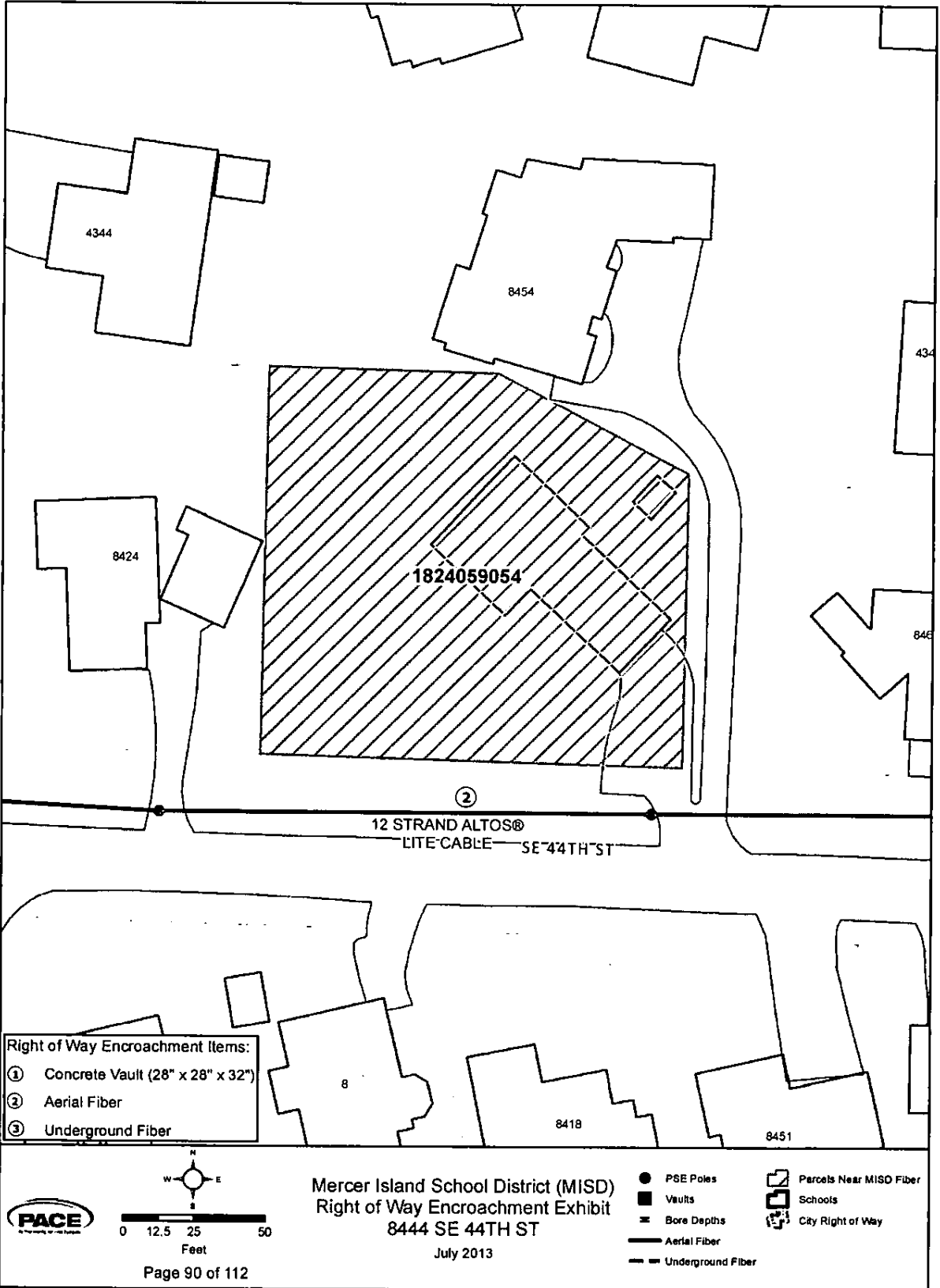
Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4364 86TH AVE SE
 July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way





*A-delivered project: P1212511 10 Mercer Island 80 FiberGISWorkshopDoc\MercerIslandSchoolDistrict_ROWEncroachmentExhibits.mxd July 3, 2013



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

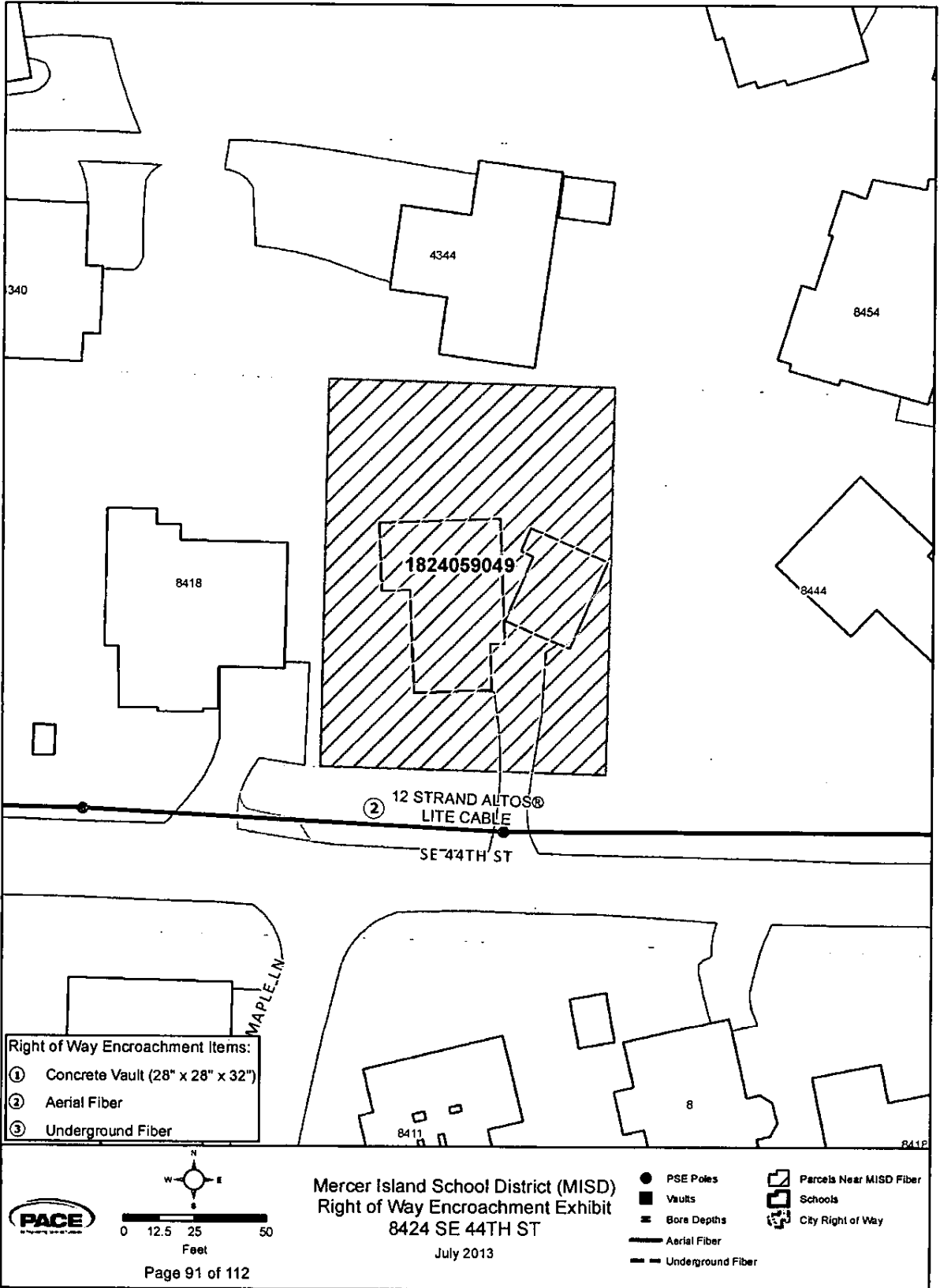
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Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 8444 SE 44TH ST
 July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

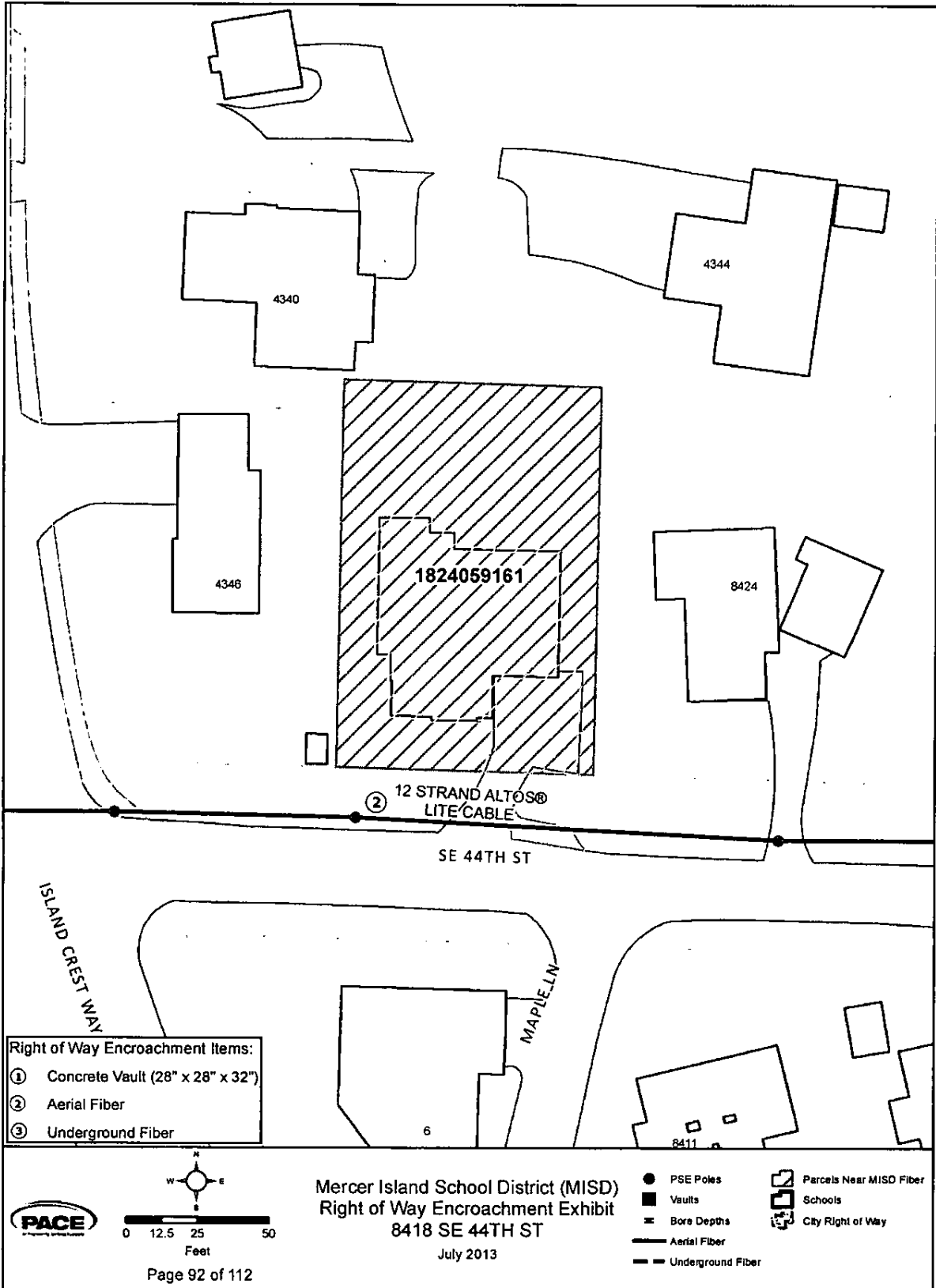
PACE
Engineering & Construction

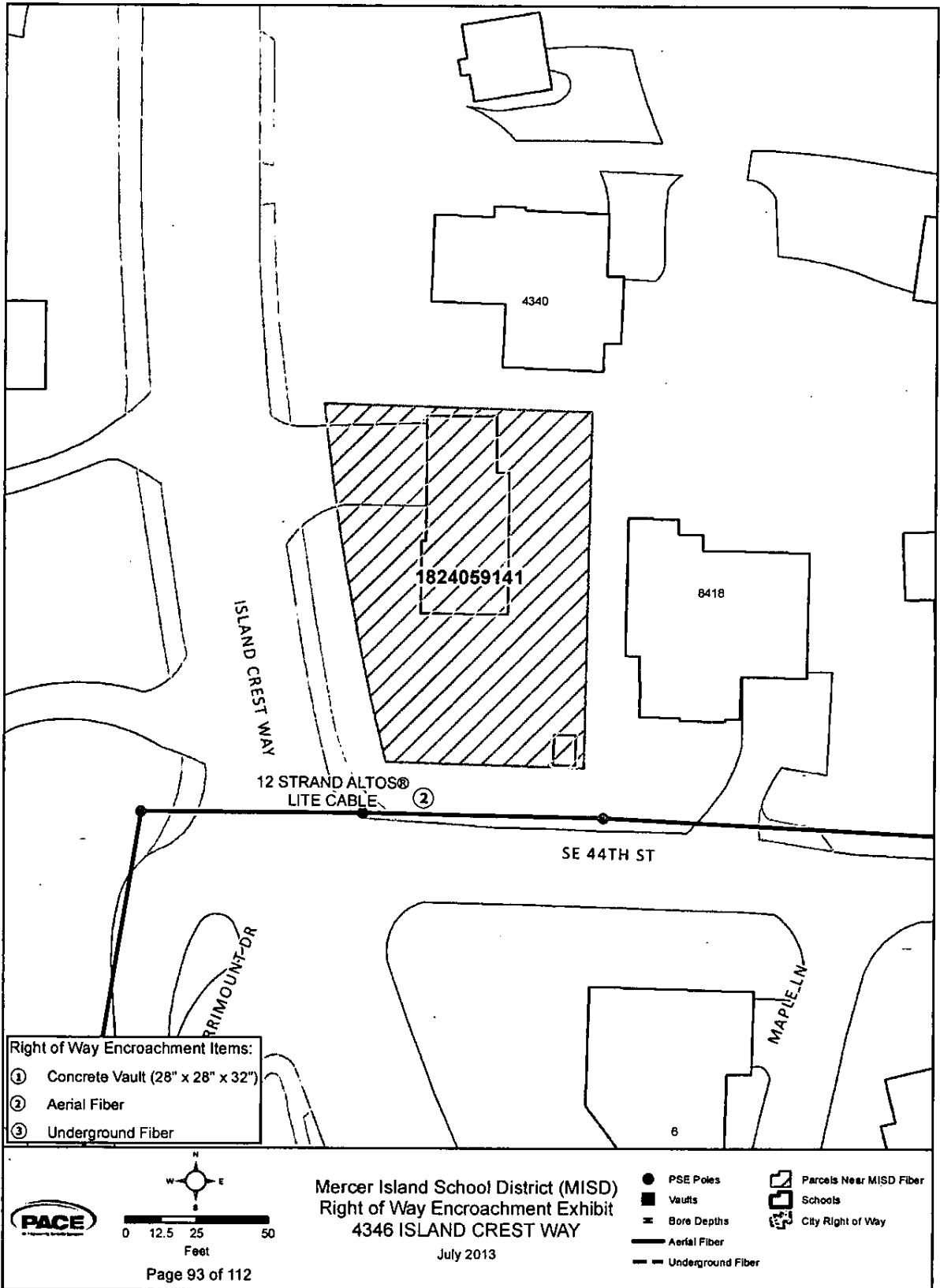
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
8424 SE 44TH ST
July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way





- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE

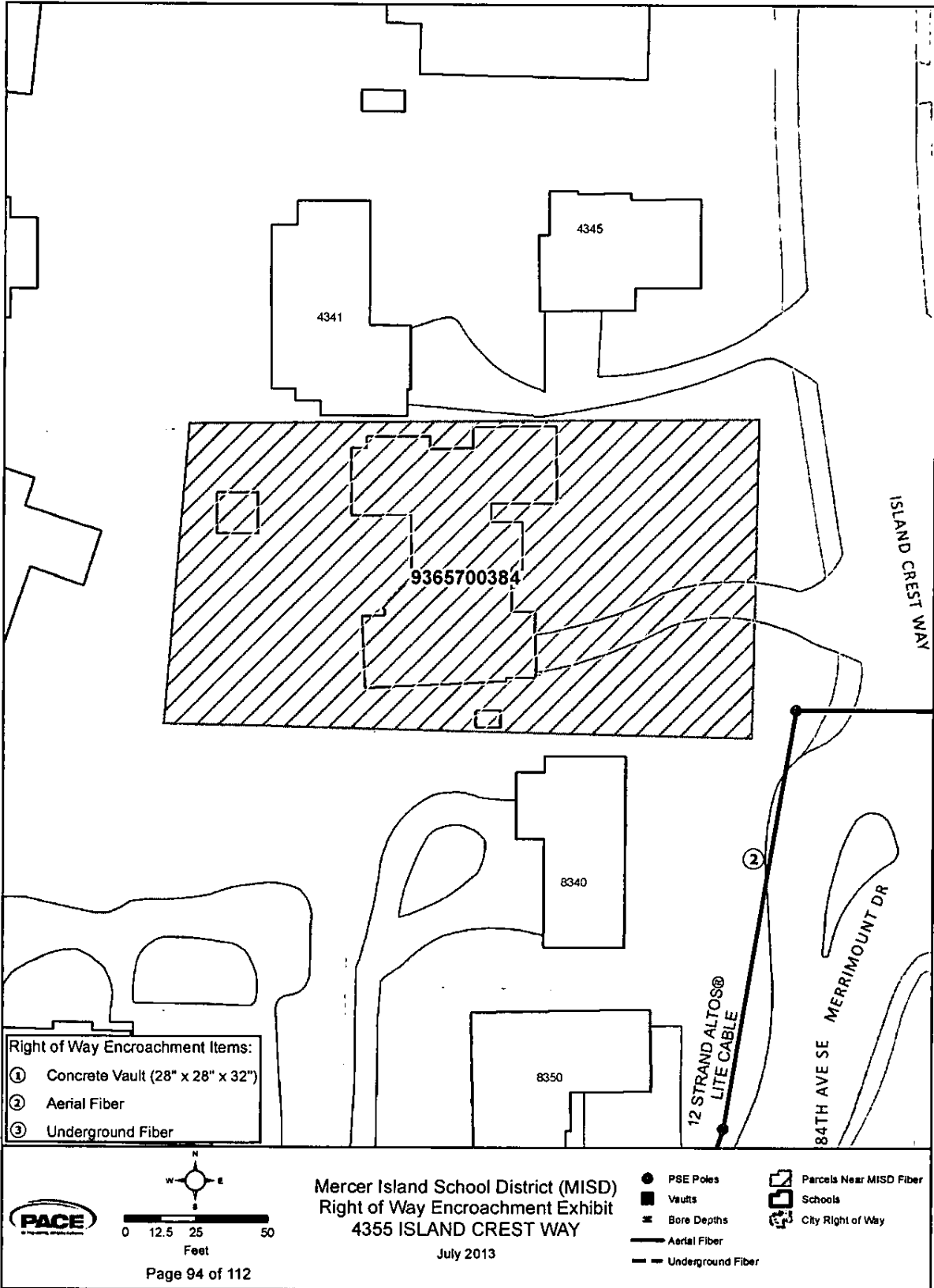
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4346 ISLAND CREST WAY
July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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Right of Way Encroachment Items:

- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber

PACE

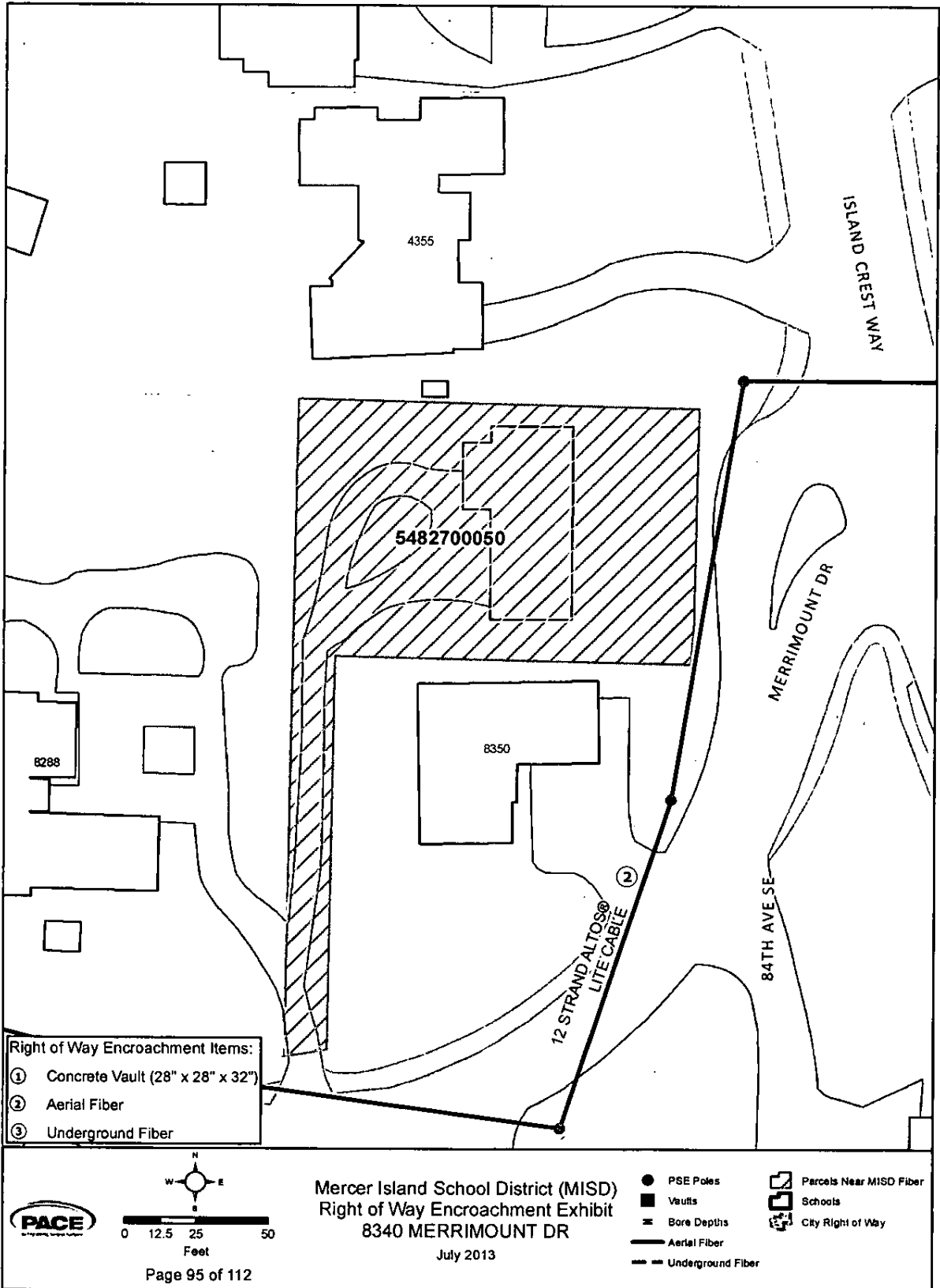
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4355 ISLAND CREST WAY
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ⊞ Schools
- ⊞ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

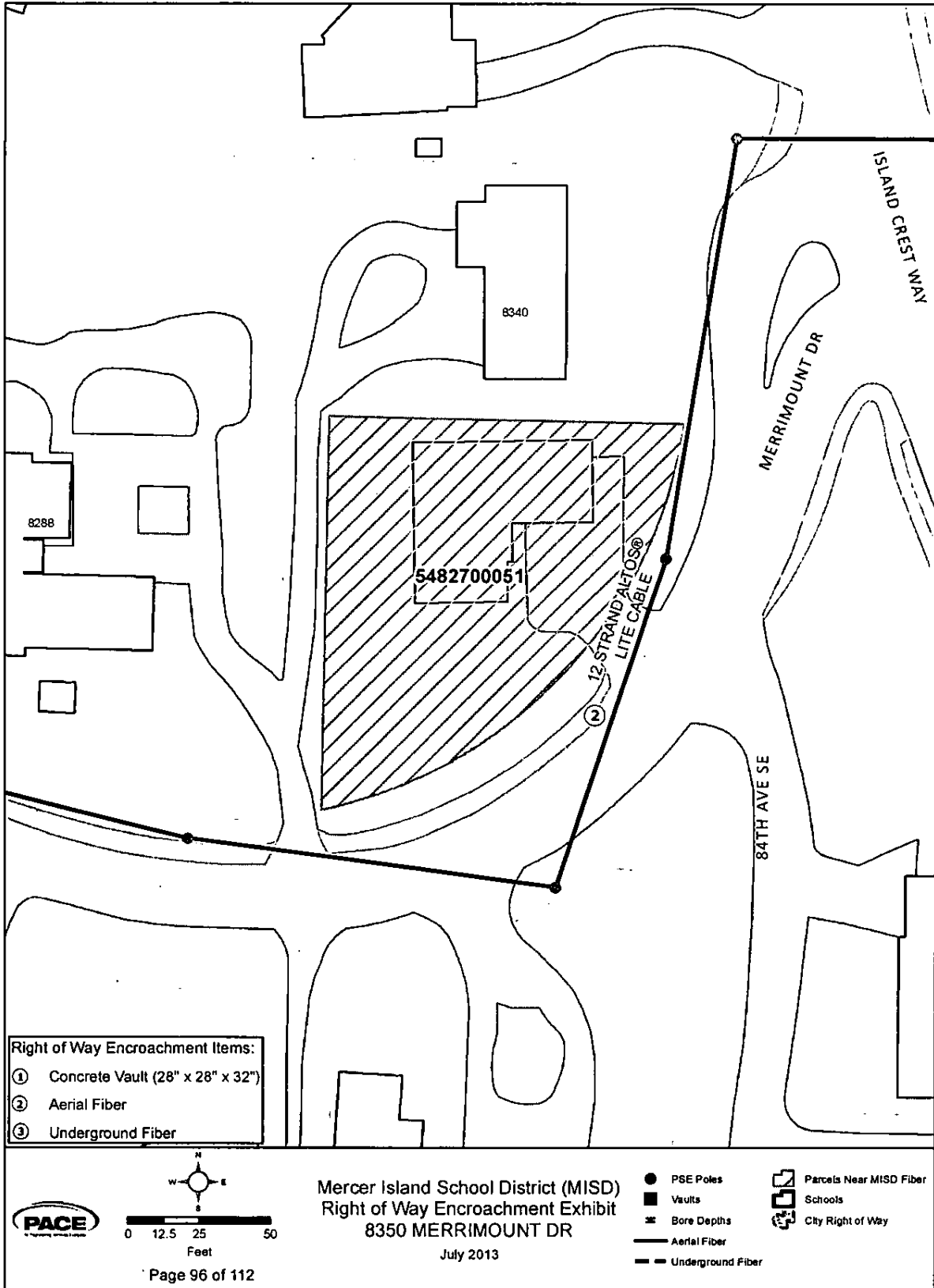
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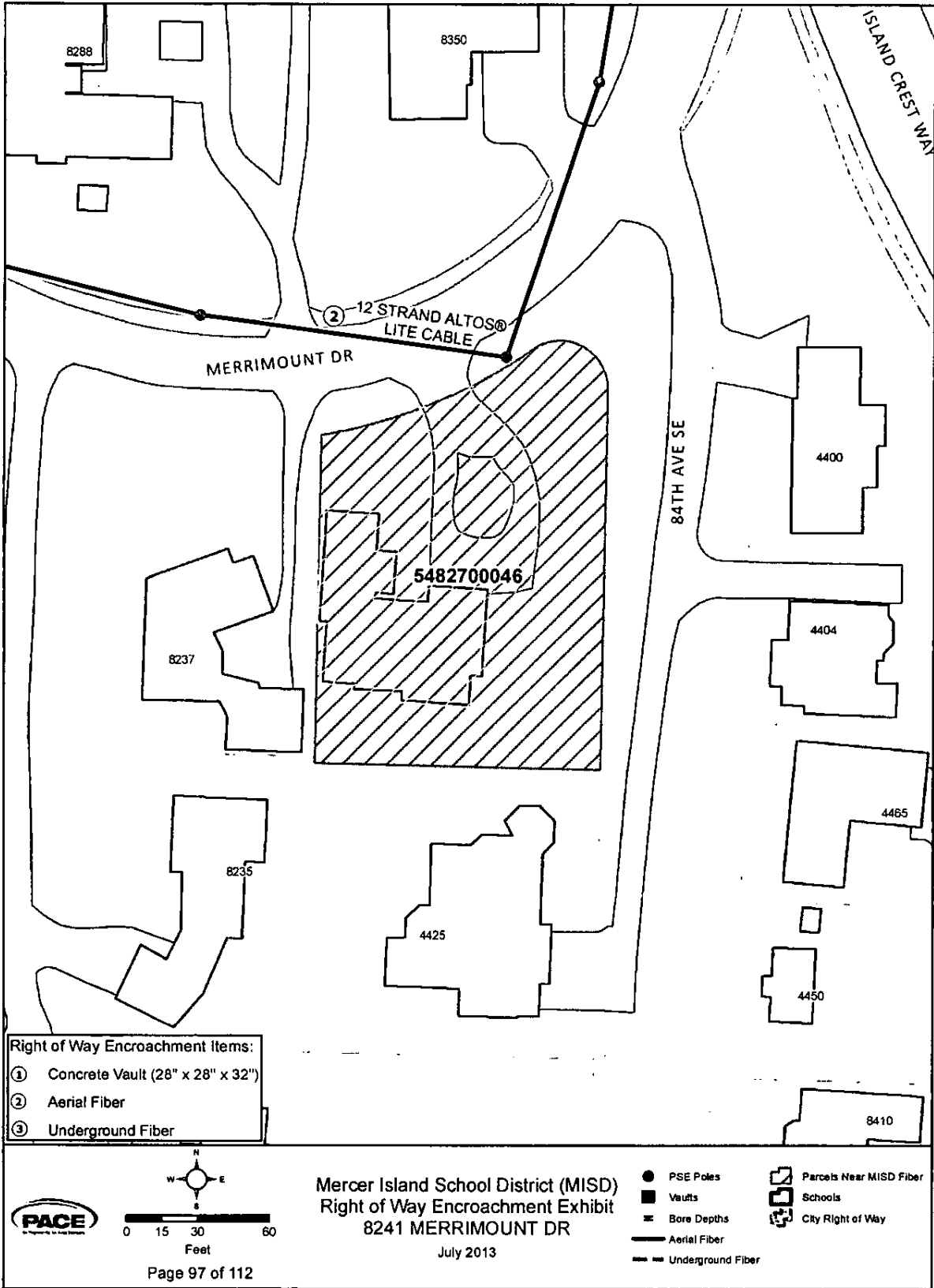
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
8340 MERRIMOUNT DR
July 2013

- PSE Poles
- Vaults
- ▨ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way





- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

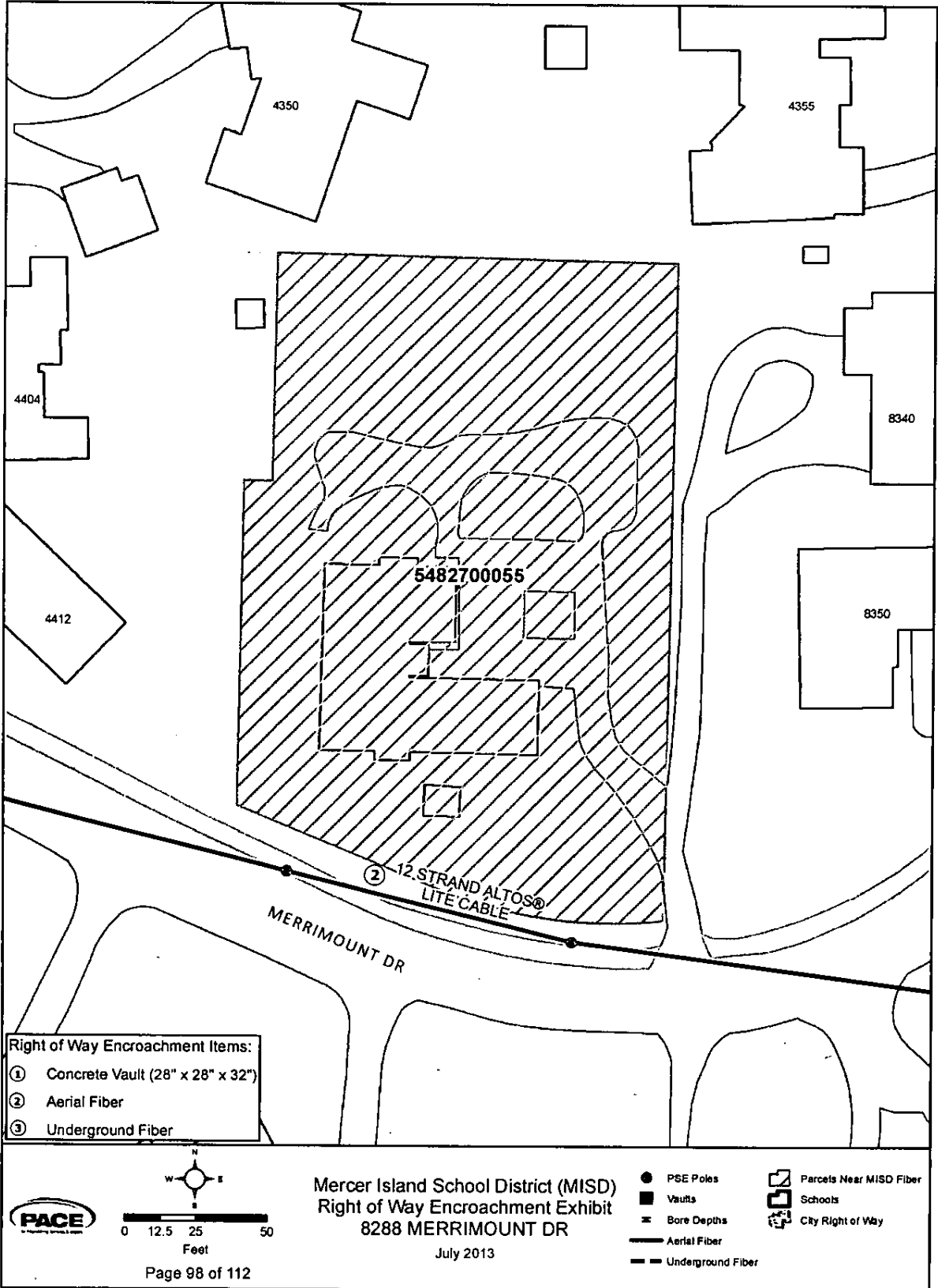
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Professional Aerial Camera Equipment

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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
8241 MERRIMOUNT DR
July 2013

- PSE Poles
- Vaults
- ⊞ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE

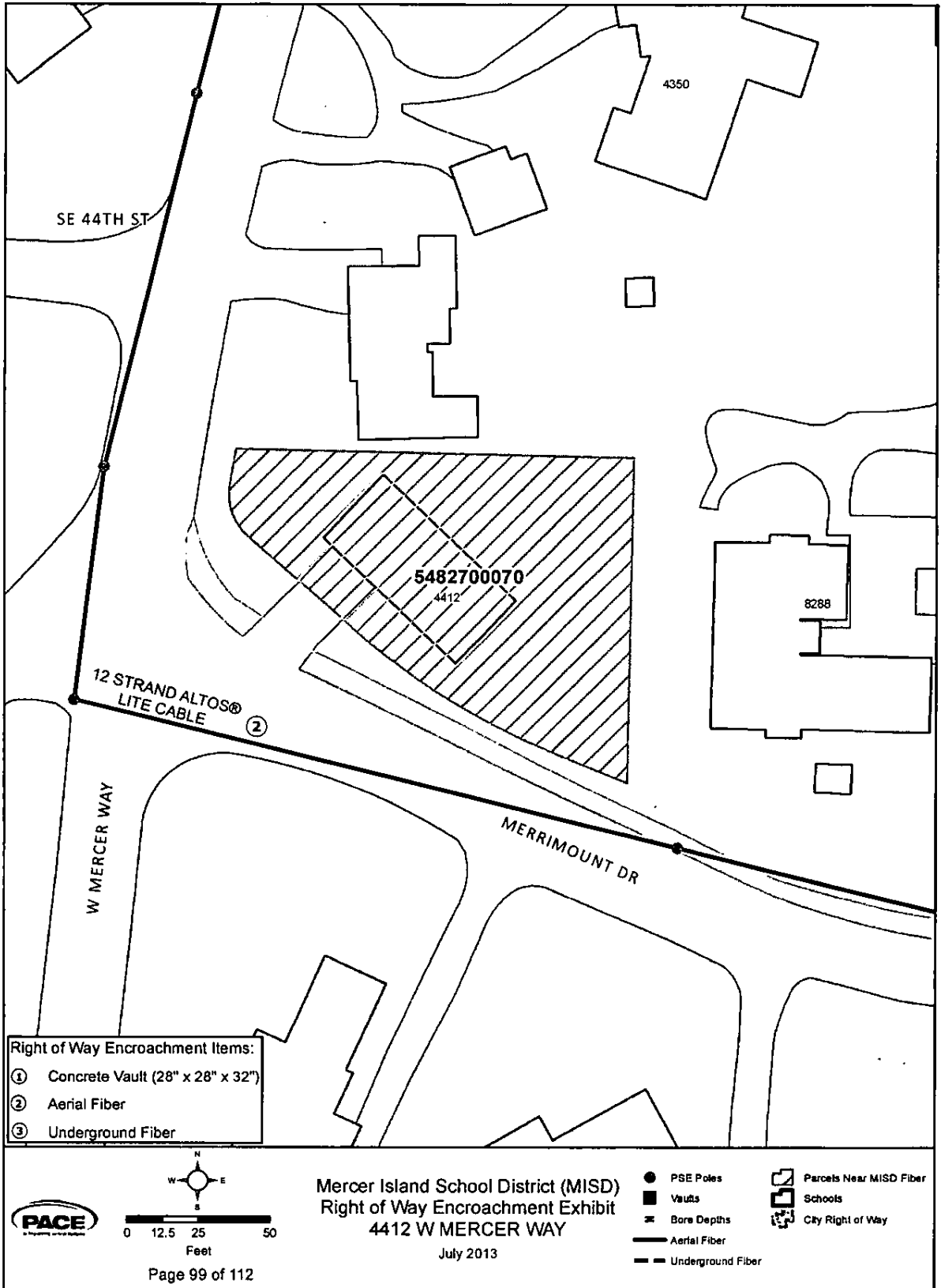
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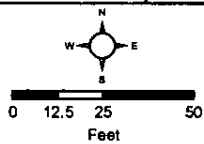
Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
8288 MERRIMOUNT DR
July 2013

- PSE Poles
- Vaults
- ≡ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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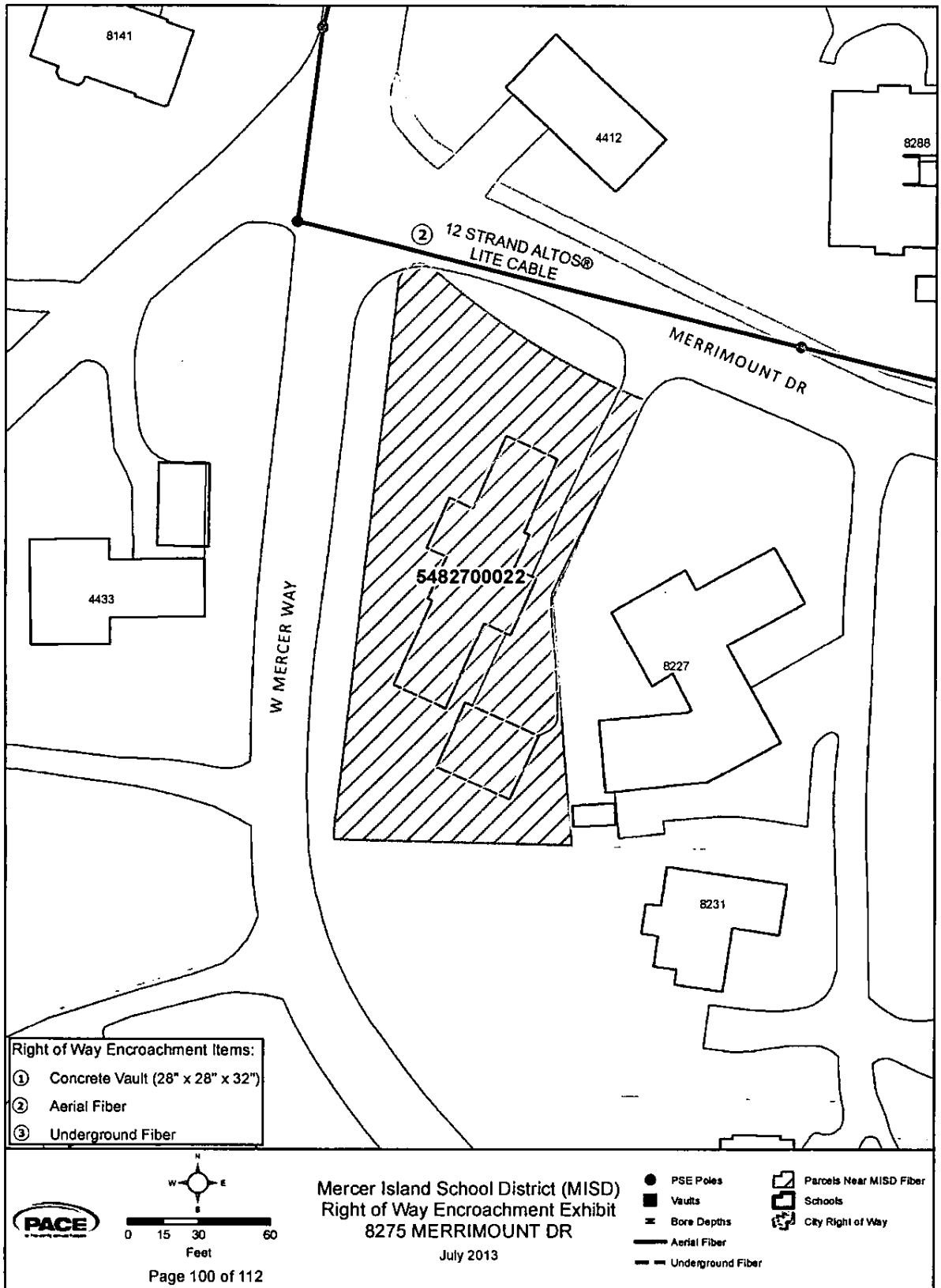
Right of Way Encroachment Items:
 ① Concrete Vault (28" x 28" x 32")
 ② Aerial Fiber
 ③ Underground Fiber



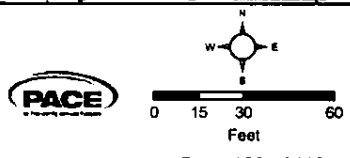
Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4412 W MERCER WAY

July 2013

- PSE Poles
- Vaults
- ⊗ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



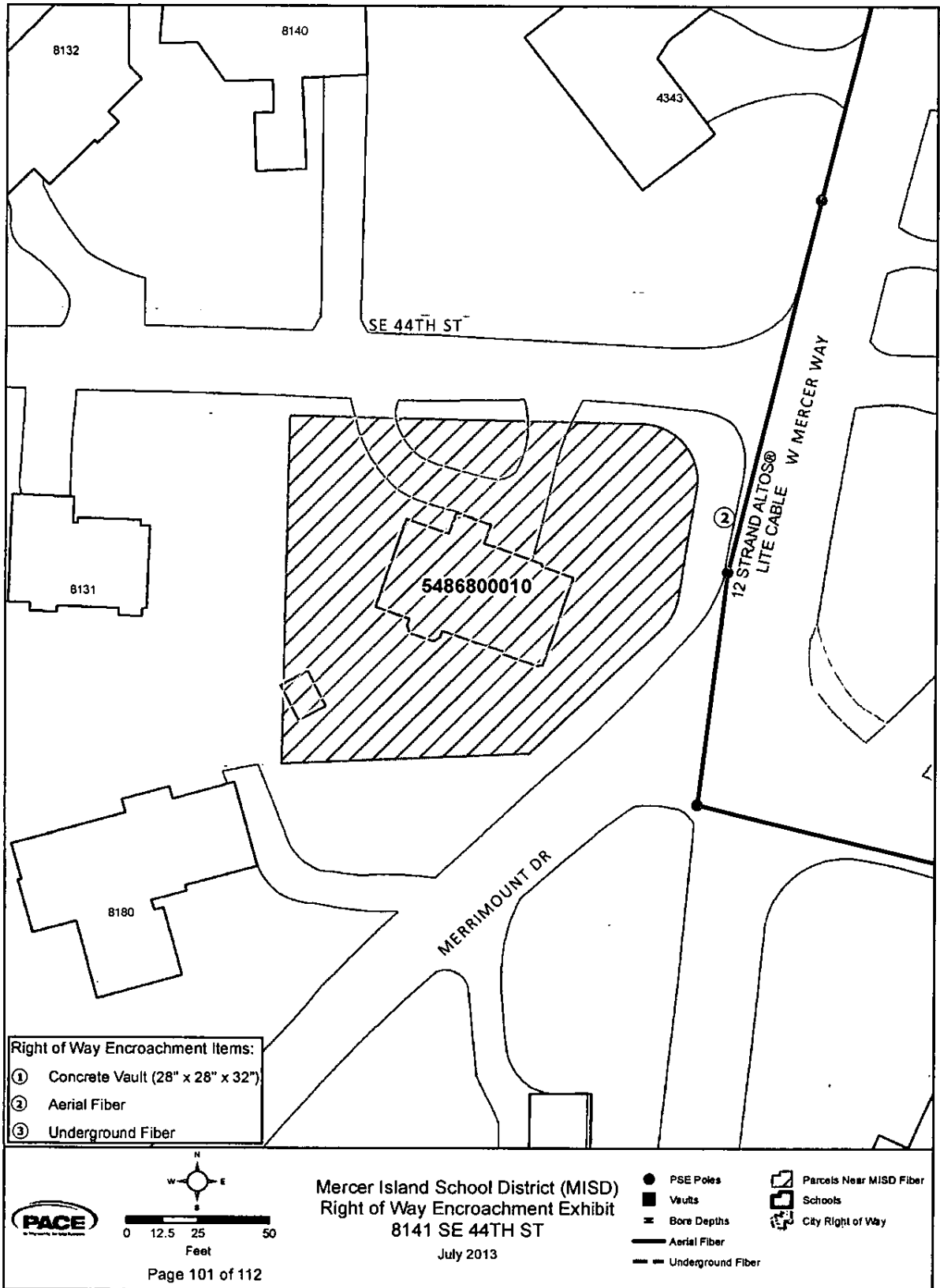
- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 8275 MERRIMOUNT DR
 July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

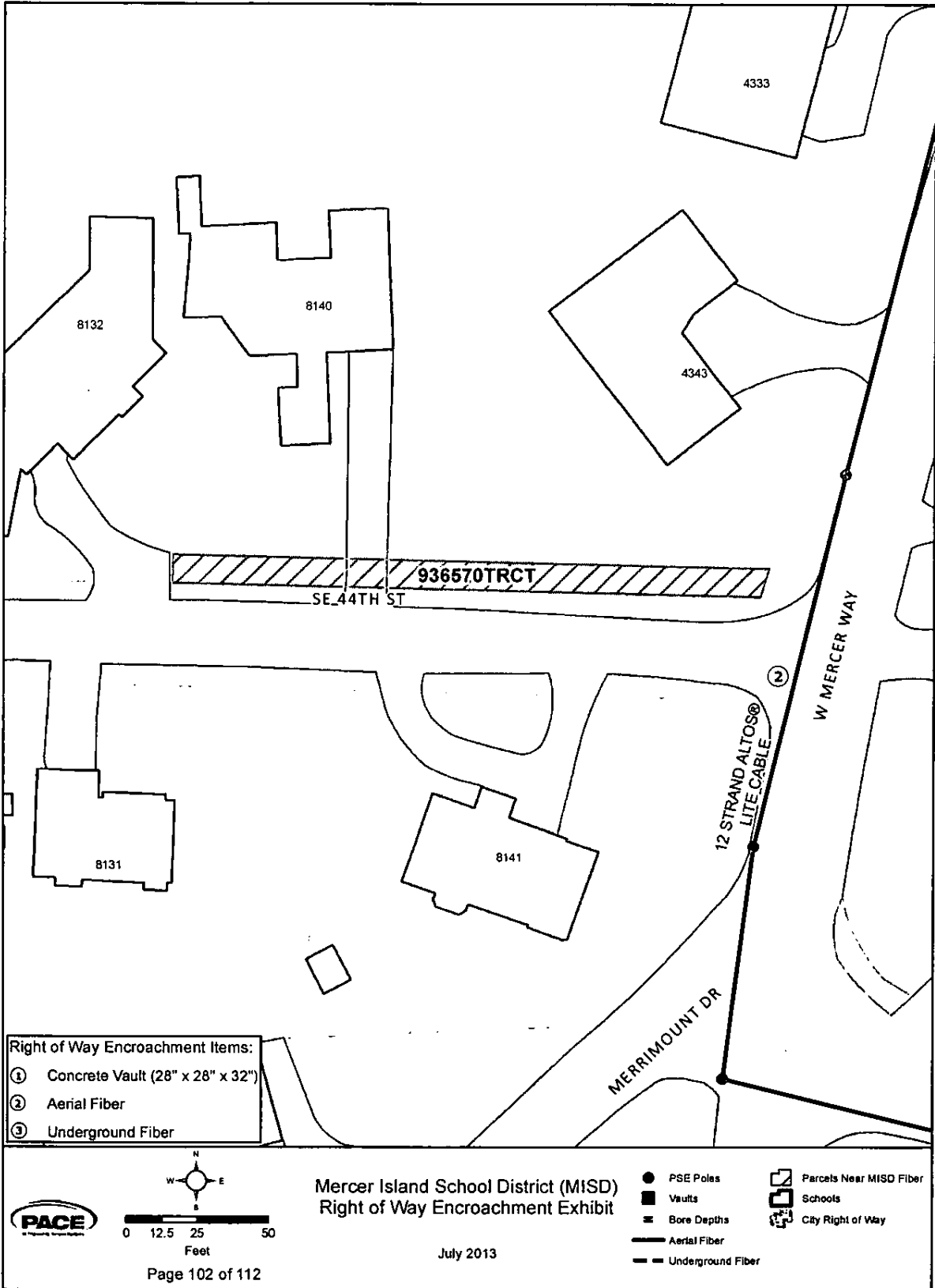
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
8141 SE 44TH ST
 July 2013

- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- - - Underground Fiber
- ▭ Parcels Near MISD Fiber
- ⊞ Schools
- ⊞ City Right of Way

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- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



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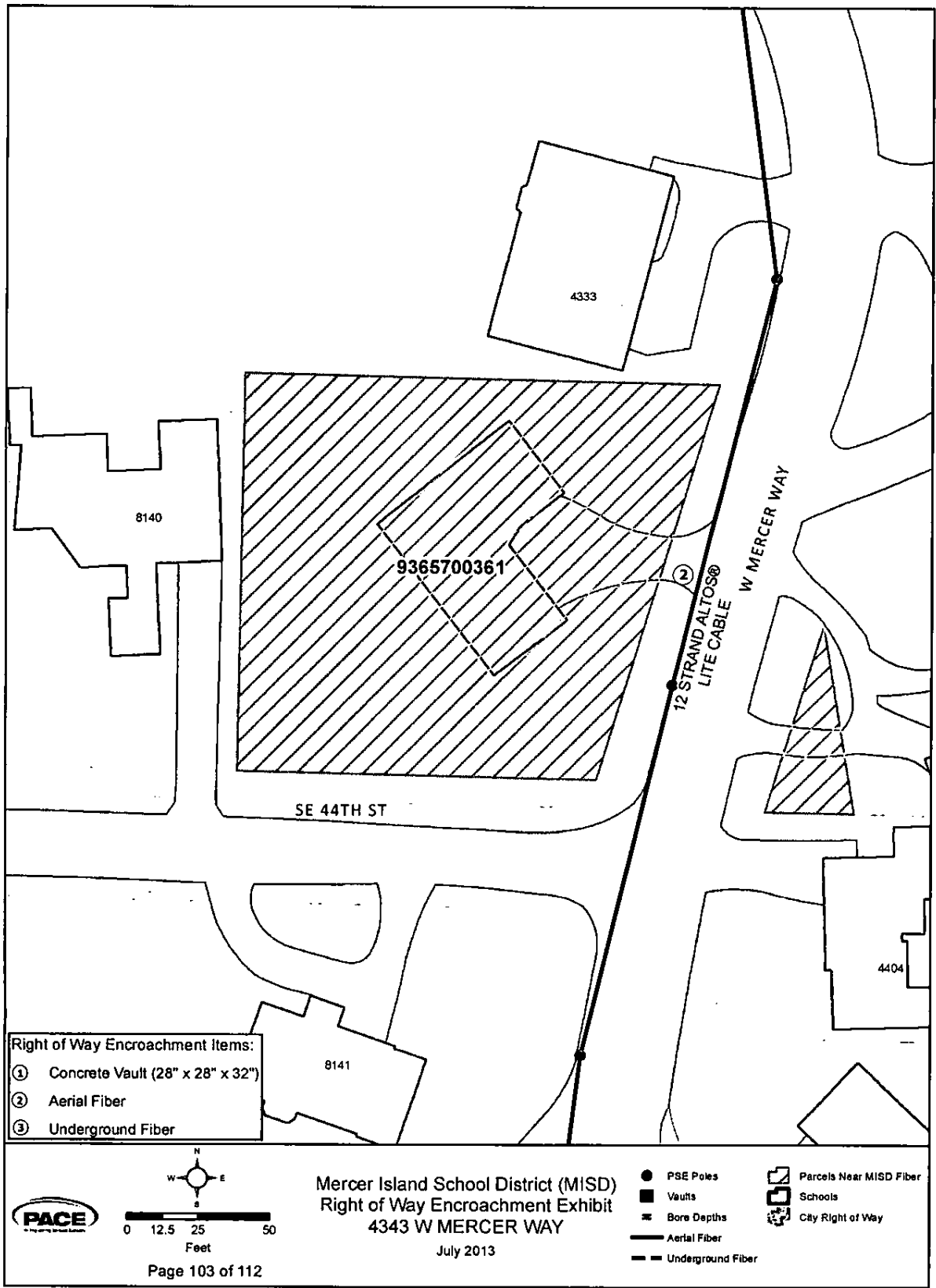
Mercer Island School District (MISD)
Right of Way Encroachment Exhibit

July 2013

Page 102 of 112

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- - - Underground Fiber

- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

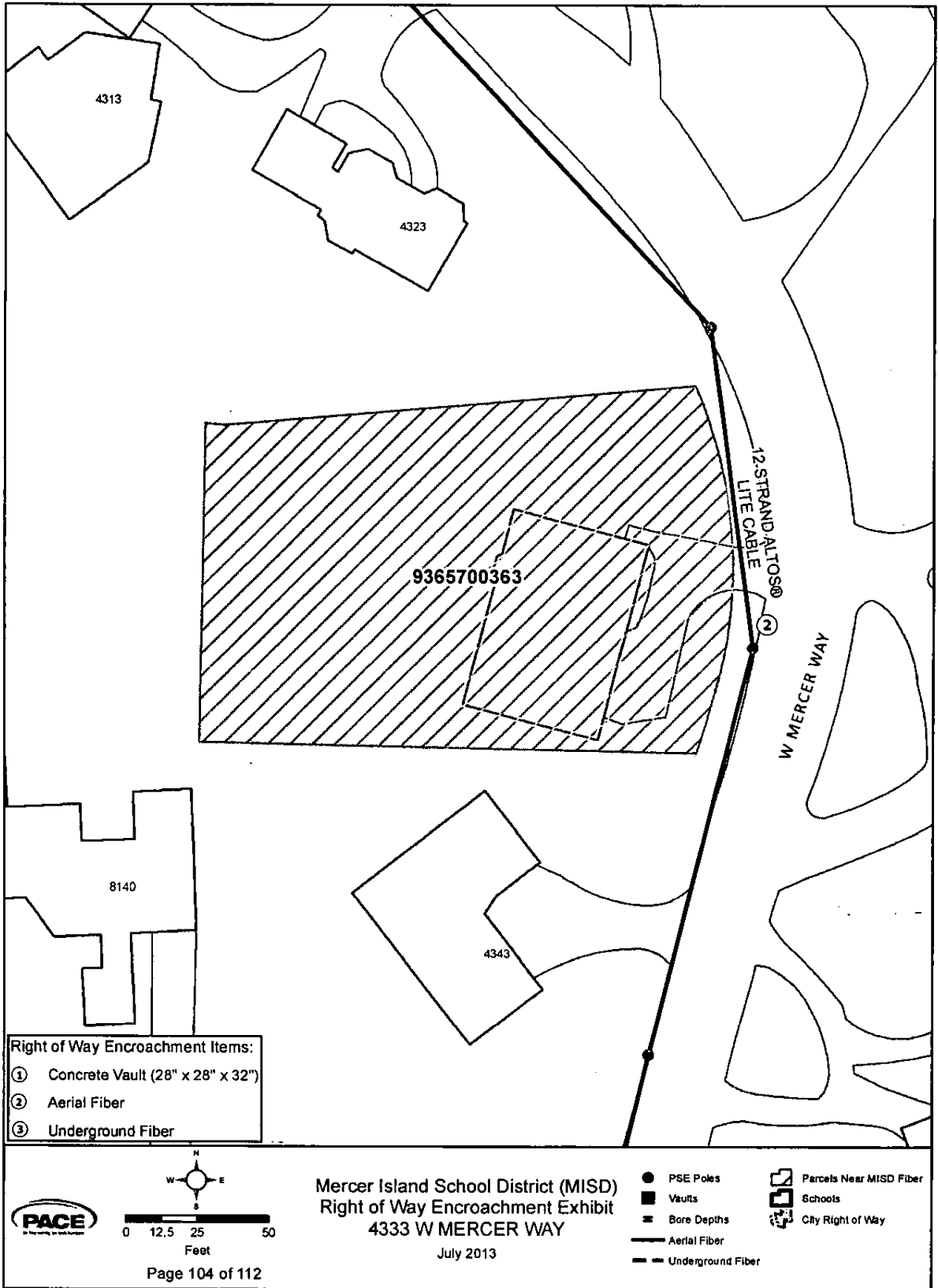
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Feet

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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4343 W MERCER WAY
July 2013

- PSE Poles
- Vaults
- ⊗ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE

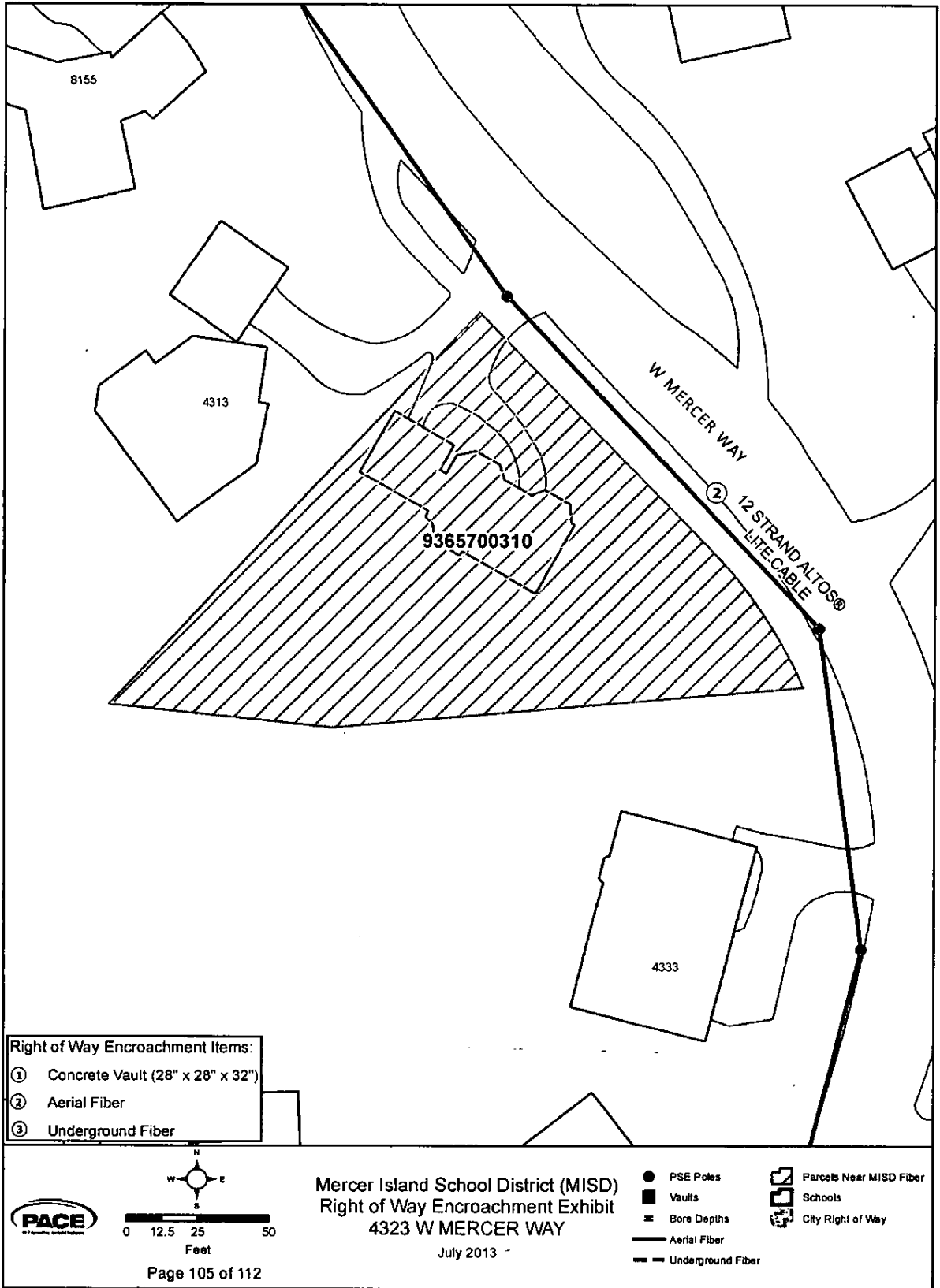
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**Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4333 W MERCER WAY
July 2013**

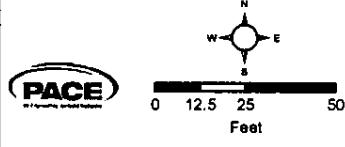
- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

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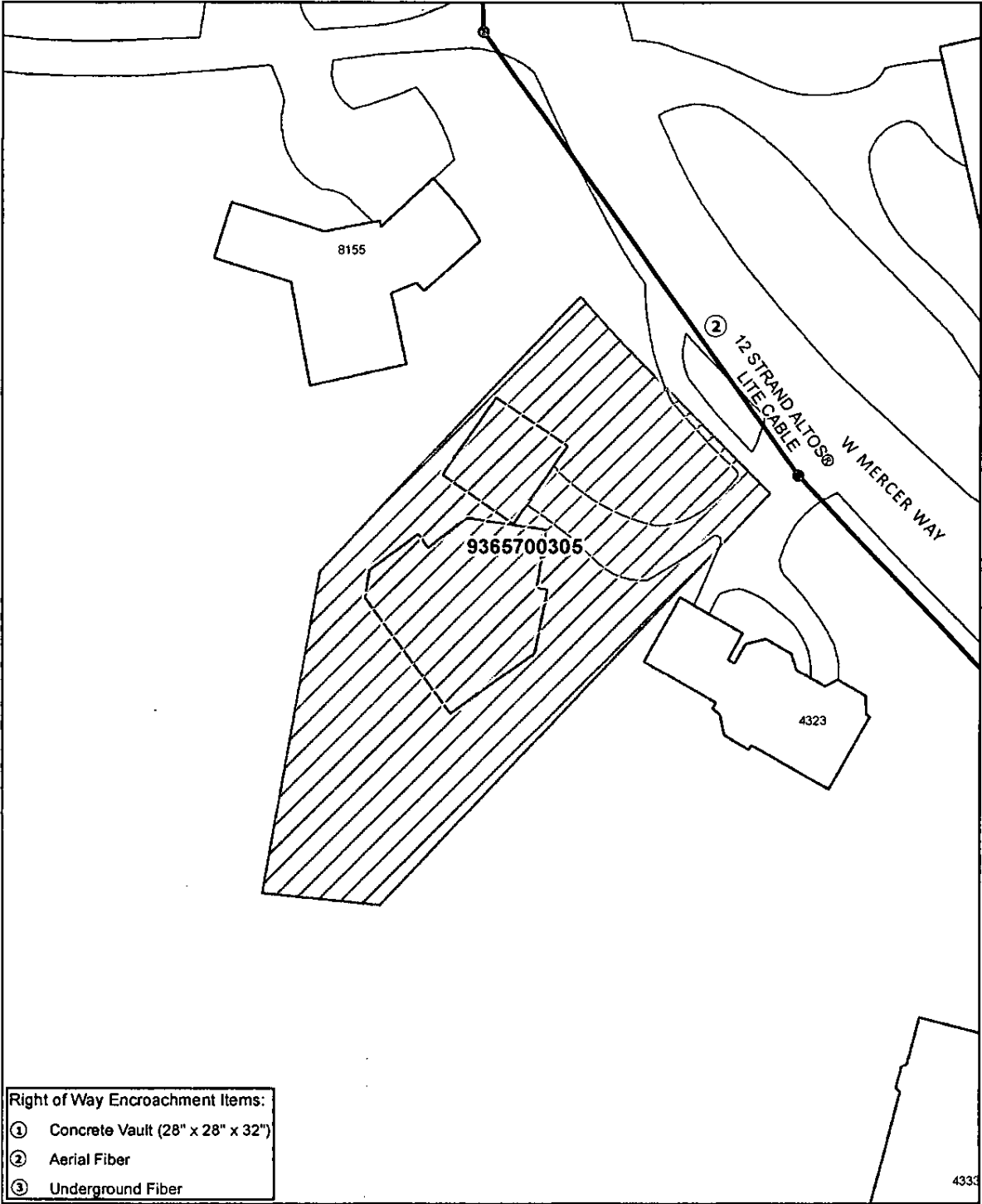
Right of Way Encroachment Items:

- ① Concrete Vault (28" x 28" x 32")
- ② Aerial Fiber
- ③ Underground Fiber




Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 4323 W MERCER WAY
 July 2013

- PSE Poles
- Vaults
- ✕ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

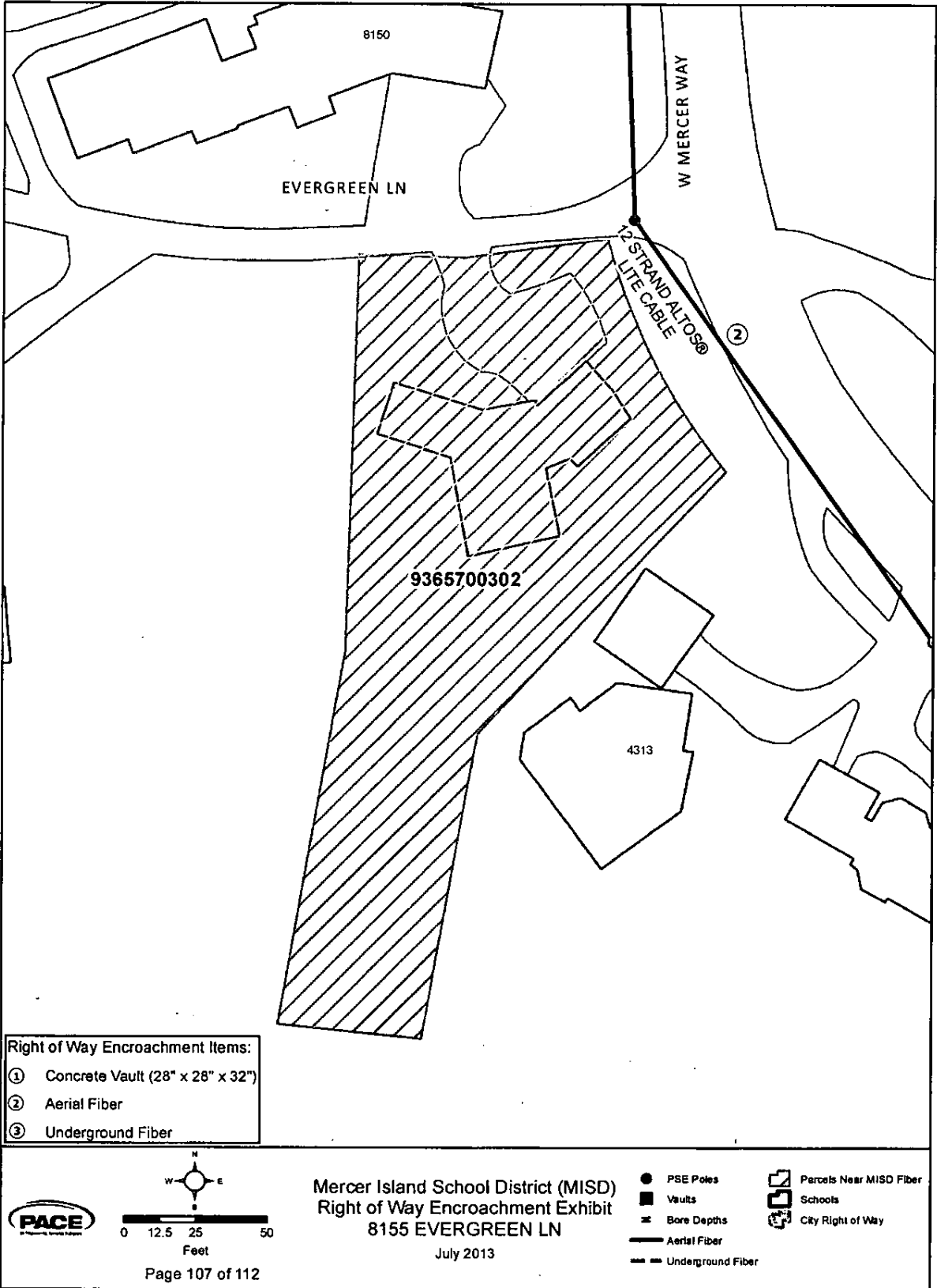


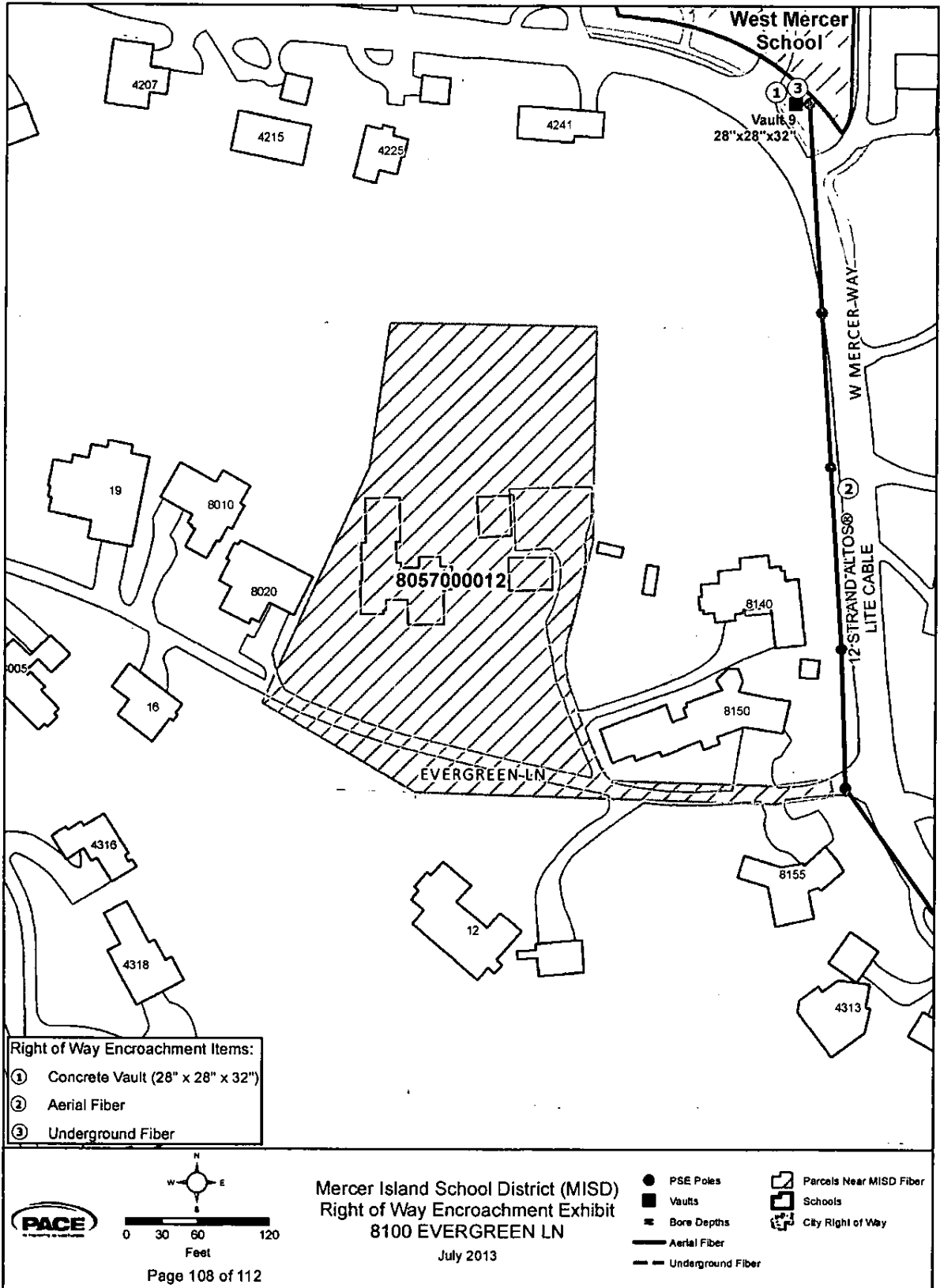
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Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
4313 W MERCER WAY
 July 2013

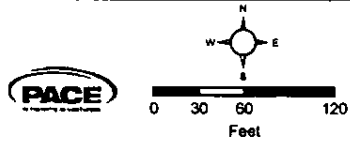
- PSE Poles
- Vaults
- ⊠ Bore Depths
- Aerial Fiber
- Underground Fiber

- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



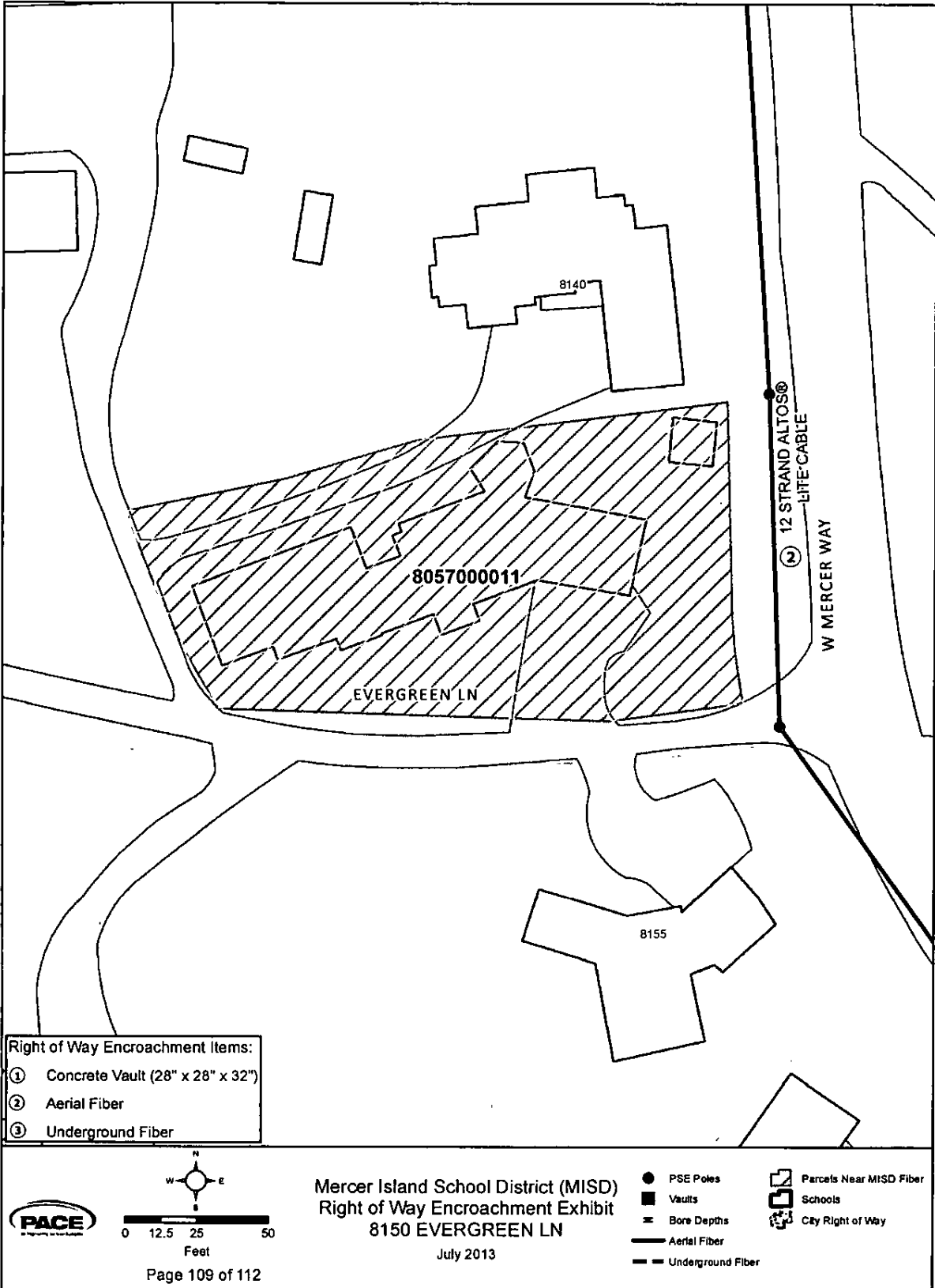


- Right of Way Encroachment Items:
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber



Mercer Island School District (MISD)
 Right of Way Encroachment Exhibit
 8100 EVERGREEN LN
 July 2013

- PSE Poles
- Vaults
- Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way



- Right of Way Encroachment Items:**
- ① Concrete Vault (28" x 28" x 32")
 - ② Aerial Fiber
 - ③ Underground Fiber

PACE

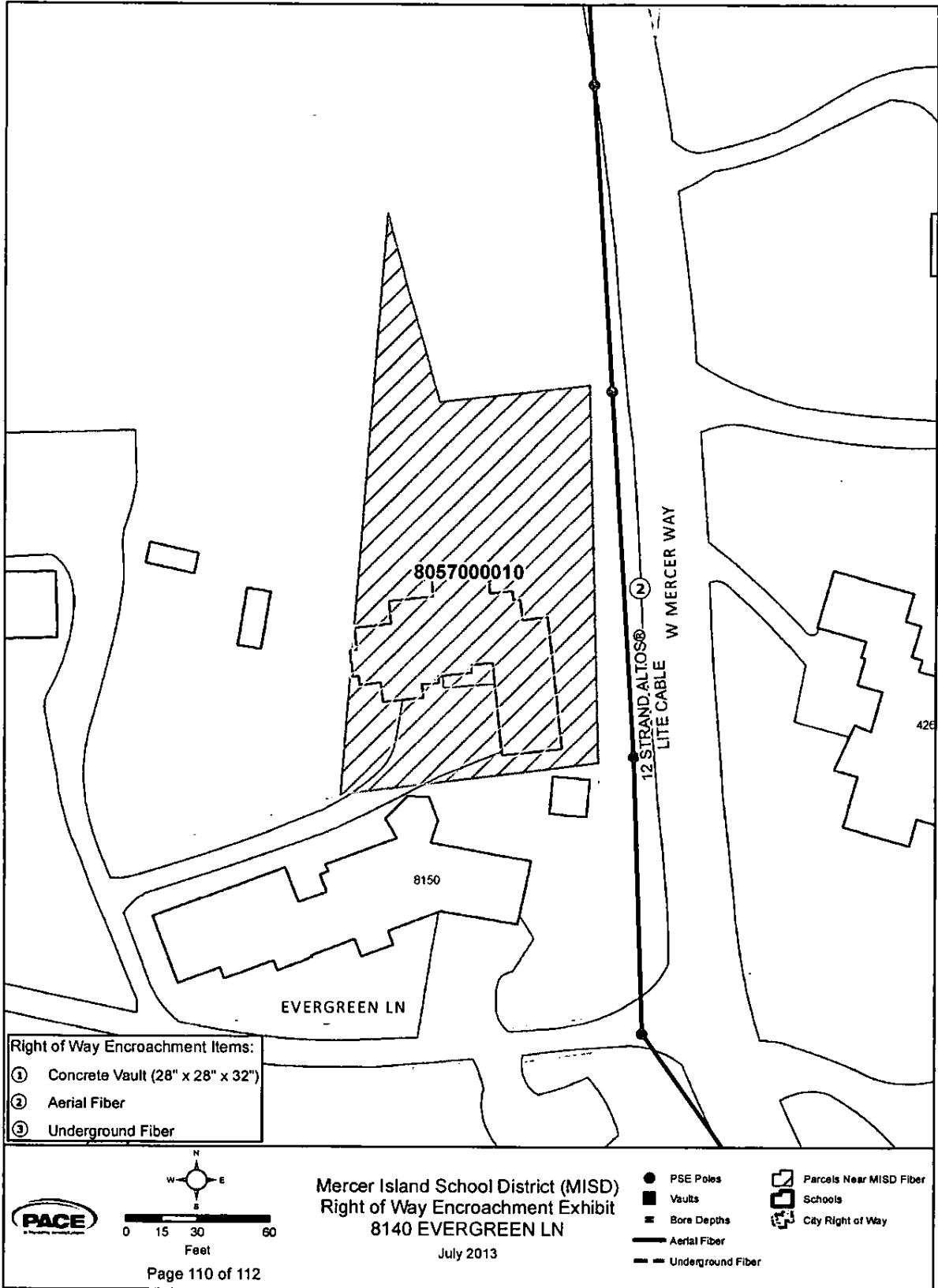
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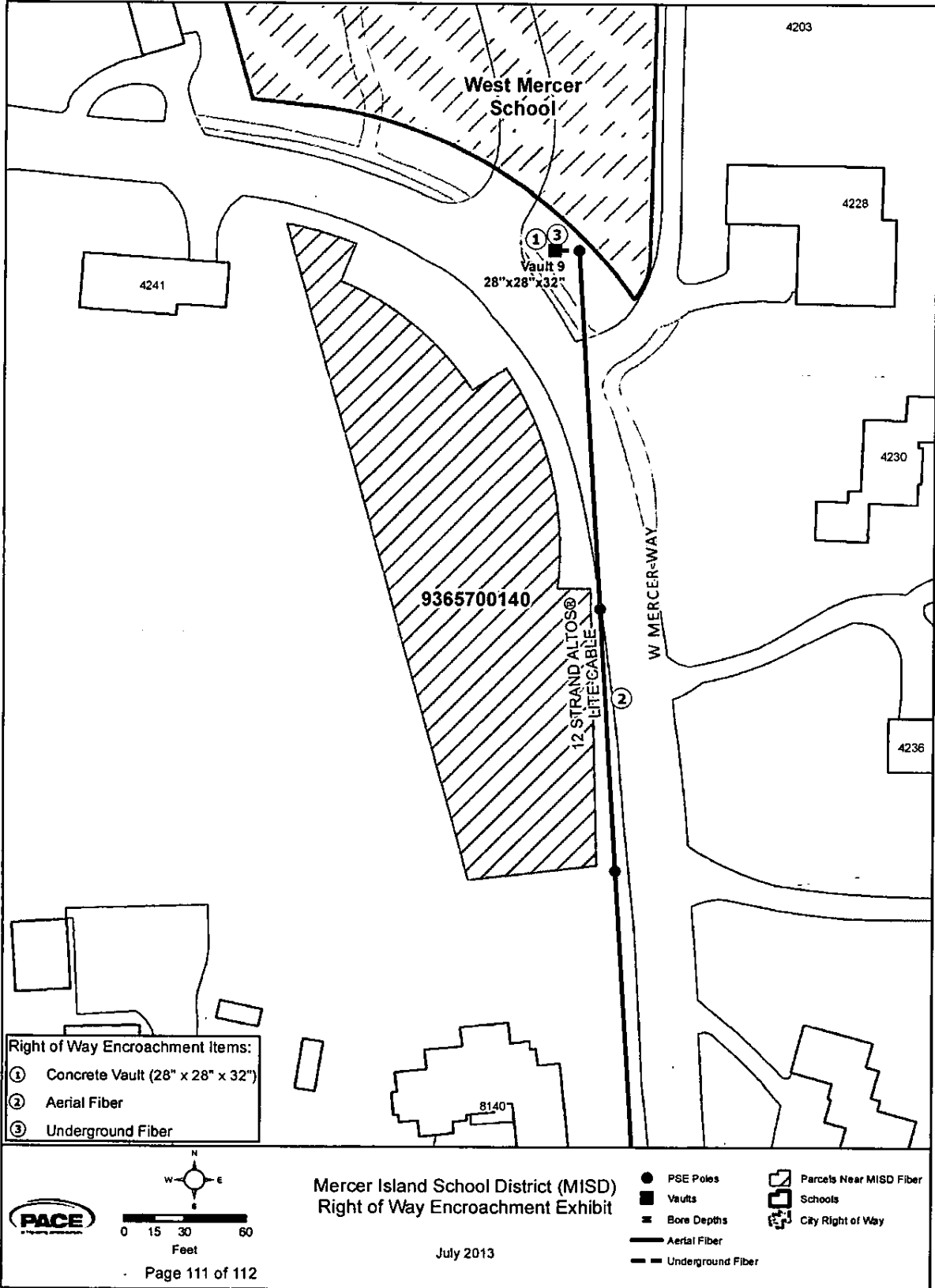
Page 109 of 112

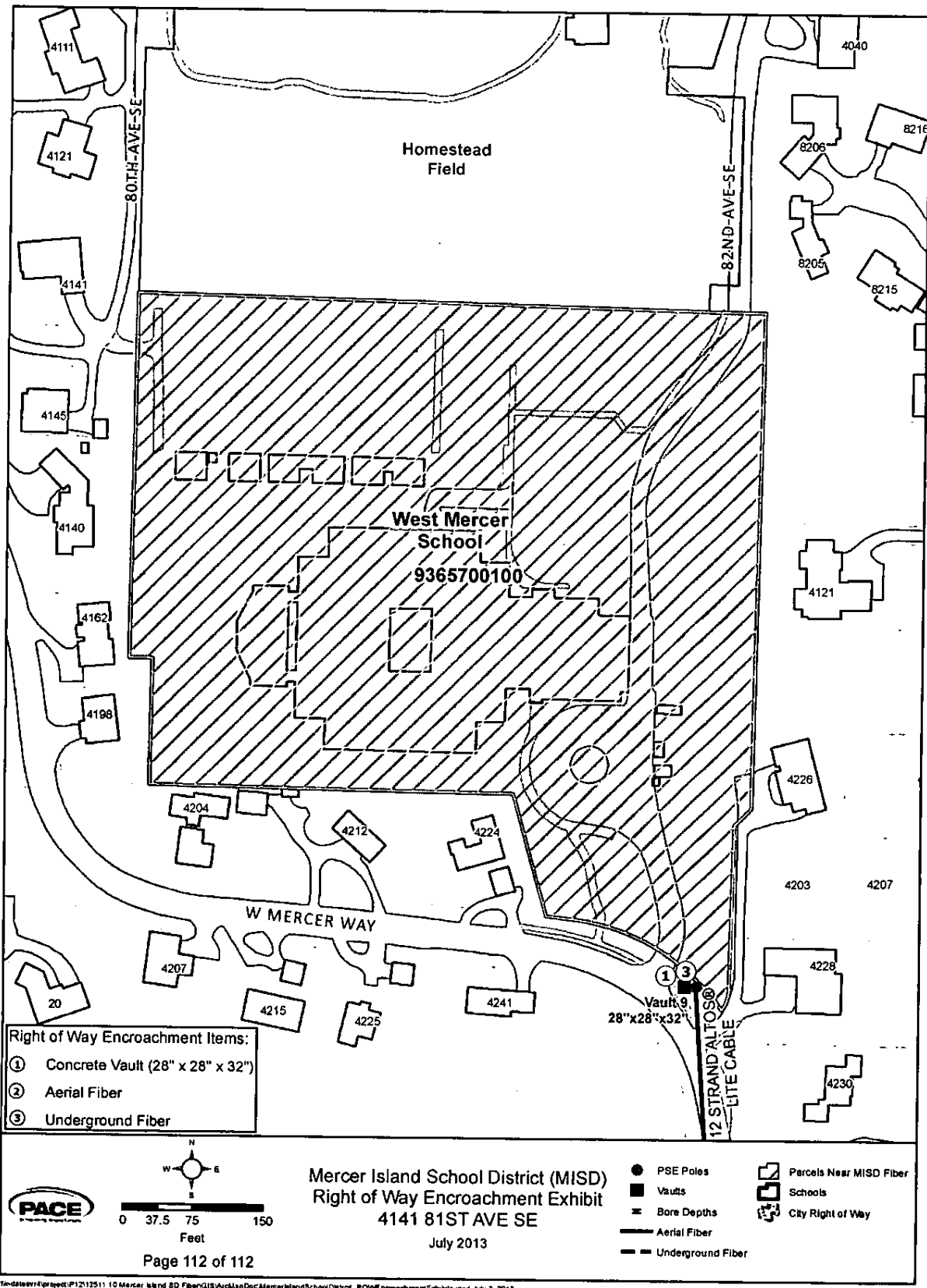
**Mercer Island School District (MISD)
Right of Way Encroachment Exhibit
8150 EVERGREEN LN
July 2013**

- PSE Poles
- Vaults
- ✕ Bore Depths
- Aerial Fiber
- Underground Fiber
- ▭ Parcels Near MISD Fiber
- ▭ Schools
- ▭ City Right of Way

\\data\mfg\project\1212511 10 Mercer Island SD\Fair-GIS\ArchMapDoc\MercerIslandSchoolDistrict_ROWEncroachmentExhibits.mxd July 3, 2013



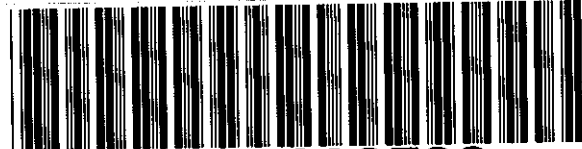




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WHEN RECORDED, RETURN TO:

Londi K. Lindell
City Attorney
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040



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CITY OF MERCER AG 38.00
PAGE 01 OF 07
11/08/2006 15:06
KING COUNTY, WA

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 KCRS 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 Cynthia Dickman Dennis
Its Superintendent

Date: 5/25/06

CITY:

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

Richard M. Conrad
Richard M. Conrad
City Manager

Date: 10/2/06

ATTEST:

Allison Spietz
Allison Spietz, City Clerk

APPROVED AS TO FORM:

Londi K. Lindell
Londi K. Lindell, City Attorney

STATE OF WASHINGTON)
) ss.
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 Cynthia Sickenman Simms, 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.

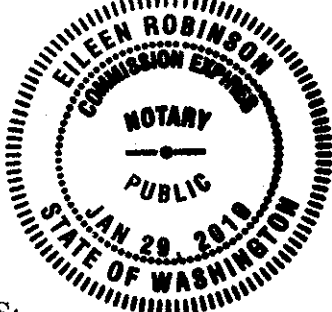


Debra K. Southards
NOTARY PUBLIC in and for the State of Washington, residing at 13203 189th Ave SE
My commission expires 3-01-10
Print Name Debra K. Southards

STATE OF WASHINGTON)
) ss.
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.



Eileen Robinson
NOTARY PUBLIC in and for the State of Washington, residing at Federal Way
My commission expires 1-29-2010
Print Name Eileen Robinson

EXHIBITS:

A - Description of the Property

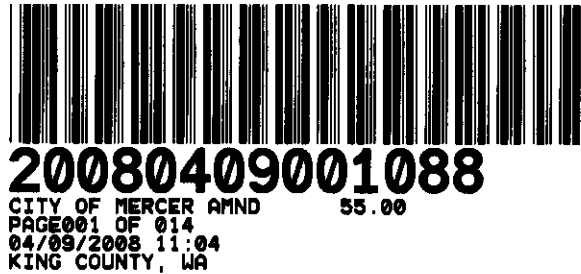
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EXHIBIT A**Description of the Property**

The West 240.00 feet of the South 30.00 feet of Tax Lot 9006 described as the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ AND ALSO the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 24 North, Range 5 East, W.M., less county roads.

WHEN RECORDED, RETURN TO:

Londi K. Lindell
 City Attorney
 City of Mercer Island
 9611 SE 36th Street
 Mercer Island, WA 98040



**FIRST AMENDMENT TO
 DEVELOPMENT AGREEMENT**

Grantor: The Mercer Island School District a school district of the State of Washington
 The Boys and Girls Clubs of King County, a Washington non-profit corporation

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 9).

Assessor's Property Tax Parcel Account Numbers:

1824059005 and 1824059006

Reference to Related Document:

No documents are assigned or released herein.

SEE ALSO DOCUMENT WITH RECORDING
 NUMBER: 20061106002526

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") 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"), the BOYS & GIRLS CLUBS OF KING COUNTY ("Club"), a Washington nonprofit corporation 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 ("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 Club whereby the Club will construct and install upon and within a portion of the Property a multi-purpose facility, known as PEAK, to meet the youth development, sports and recreation needs of Mercer Island youth to be operated by the Boys and Girls Club (the "PEAK Project") and both the District and the Club have agreed that the PEAK Project will be a local club and not a regional facility; and

C. The Club will lease a portion of the Property for the PEAK Project ("Leased Property").

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

E. The City and the District entered into a Development Agreement, as approved by the City Council on June 5, 2006 pursuant to Resolution No. 1374 (Development Agreement), covering impervious surfaces development regulations consistent with RCW 36.70B.170 through 36.70B.210; and

F. The Club was not a party to the Development Agreement but is a required party to this Amendment because of the commitments contained in this Amendment regarding the development and operation of the PEAK Project.

G. The parties desire to enter into this Amendment in order to set forth the parking development standards consistent with RCW 36.70B.170 through 36.70B.210; and

H. The Mercer Island City Code (MICC) 19.02.010(C)(1)(b) provides that public facilities located in residential zones shall provide off street parking at a minimum ratio of one parking space for each 200 square feet of gross floor area and City staff have classified the PEAK Project as a “public facility” under MICC 19.02.010(C)(1).

I. The District and Club believe the Club should be considered a private club and further believe the MICC has no clear parking code for a private clubs operated on public land. The District and Club believe the nearest category to the Club is a non-commercial recreational area designation, and as such, the Code Official should determine the parking necessary for the PEAK Project. The District and Club now concur with the City that the PEAK Project is a “public facility” under MICC 19.02.010(C)(1) and have agreed not to further contest that designation.

J. The Peak at Mercer Island Transportation Impact Analysis dated November 2006, as amended by Peak Facility Program Information and Parking Demand dated February 8, 2007 prepared by The Transpo Group (“TIA”) concludes that 99 or fewer spaces will be required for the PEAK Project from 7:00 am until 4:00 pm on school days and 247 or fewer spaces will be required at all other times; and

K. There will be 99 new parking spaces constructed on the Property available for PEAK Project use from 7:00 am until 10:00 pm and 255 parking spaces (comprised of the 99 new parking spaces and 156 shared parking spaces) available from 3:30 pm until 10:00 pm.; and

L. The City finds that the PEAK Project promotes the public health, safety and welfare of the City and the Code Official finds that the parking required by this Amendment sufficient for the PEAK Project use on the Property; and

M. 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

N. The parties desire to make this Amendment to the 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 PEAK Project; and

O. The effective date of this Amendment will be delayed and be subject to completion of all necessary SEPA review and all SEPA conditions for the PEAK Project shall be incorporated by reference into this Amendment; and

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

AGREEMENT

1. **Section 1.** Section 1 of the Agreement entitled “Establishment of Development Standards” shall be amended to add a new subsection (b) and amend subsection (c), as follows:

b. Required Parking.

(i) Definitions. For purposes of this Amendment, the following terms shall have the following meanings:

“Typical Parking Use” means typical use of the PEAK Project, including up to 60 kids before school and up to 90 kids after school enrolled in the childcare program; early morning teen programming; drop in activity at the teen center (excluding dances); high school use of the facility such as for the wrestling program; and use of two out of the four gyms in the field house. The required parking for typical parking use shall be a maximum of 99 parking spaces.

“High Activity Events” means those events at the PEAK Project requiring more than 99 parking spaces including a dance or concert in the teen center and use of all four gyms in the field house.

“Boys and Girls Club Breakfast” means the required parking for the PEAK Project during the Club’s annual business breakfast with attendance of up to 250 persons. The required parking for Boys and Girls Club Breakfast will be a minimum of 250 parking spaces.

“District Special Event” means a special event or events occurring at the District that will require use of all or part of the 156 shared parking stalls referred to below, including football or sporting events, dances, and those events more specifically described in Exhibit B to this Amendment.

(ii) Number of Parking Spaces. The Club shall provide the following parking spaces on either the Leased Property or within a reasonable distance to the PEAK Project for use by PEAK Project users:

- 99 new parking stalls, as approximately shown in the map attached as Exhibit C. The Club shall sign these spaces for exclusive PEAK use and provide other parking restrictions (e.g. 2 hour maximum) consistent with the TIA;
- 156 shared parking stalls, as approximately shown in the map attached as Exhibit C. The shared parking agreement between the District and the Club shall be in form and content acceptable to the City (except that Exhibit C shall not be subject to City review so long as it includes the required number of parking stalls), including that the shared spaces shall be available, except in the case of a District Special Event, for (i) priority PEAK use between 3:30 pm and 5:00 pm on school days, and (ii) exclusive PEAK use on the weekends, non-school days and after 5:00 pm on school days and signed for such exclusive PEAK use. The term

“priority PEAK use” means that the District must ensure that the shared parking stalls are actually available for PEAK use if they are needed for PEAK use. The District and the Club may agree to modify this priority or exclusive PEAK use and/or the actual location of the shared parking stalls shown on Exhibit C for other District events or meetings at Administration Building that are not District Special Events if the District provides other parking on the Property for Club use to satisfy the requirement for 156 shared parking stalls for priority or exclusive PEAK use. If the location of the parking stalls is modified, the new parking spaces shall be within a reasonable proximity from the PEAK Project. All relocated spaces must have adequate lighting, way-finding signage and pedestrian trails to the PEAK Project. By execution of this Agreement, the District consents to the Club’s shared use of such parking spaces.

The City will post signs on the east side of 86th Ave. SE between SE 40th and 42nd street allowing only restricted parking. The intent of this provision is to provide approximately 20 new spaces to be used by PEAK users, neighbors or childcare facility staff and not by high schools students. Currently, students park in some of these available street spaces.

(iii) Contingencies. The City’s consent to this Amendment is subject to the satisfaction of the following conditions precedent:

- Maximum Square Footage. The PEAK Project shall not exceed the following maximum square footage: 45,000 total gross square feet within the building and 27,000 square feet for the building footprint based upon the roof area of the building.
- Environmental and Conditional Use Permit. The PEAK Project shall complete all required permitting, design and environmental review and comply with all applicable City and State codes, rules and regulations, including the State Environmental Policy Act, RCW Chapter 43. The SEPA threshold determination and all conditions associated with any Determination of Significance or Mitigated Determination of Significance shall be incorporated by reference into this Amendment.

(iv) Restrictions on Operations.

- The Club agrees that the Boys and Girls Club Breakfast shall occur only once a calendar year. The Club agrees that High Activity Events and the Boys and Girls Club Breakfast shall not occur during school days between the hours of 7:00 am and 4:00 pm.
- The District agrees that District Special Events shall occur no more than 30 times a school year (September 1 through August 31 of each year).

- The District and Club agree that High Activity Events, the Boys and Girls Club Breakfast and District Special Events shall be scheduled so the events will not overlap.
- The parties agree that commencing on or before the date when the PEAK Project becomes operational and continuing thereafter, a unified scheduling system shall be used in order to coordinate events among the parties and District tenants to insure compliance with these operational restrictions. The unified scheduling system shall be required to be used by the District as to District Special Events, the Club and by District tenants as to events that will utilize more parking than normally available for the tenant's use. Nothing contained in this Agreement will entitle the City to schedule space in the facilities of the District, the Club or of District tenants. During the period starting with the execution of this Agreement and continuing until six months prior to the expected opening date for the PEAK Project, the City and District will work in good faith to agree upon a mutually acceptable unified scheduling system software. If the City and District are unable to reach agreement during that period, the City shall resolve the impasse by designating the unified scheduling system to be used and so notify the District. If the District objects to the system designated by the City, the unified scheduling system to be used shall instead be the CLASS software now being used by the City or such later version of that software as may be used by the City from time to time. If the CLASS software or any other software designated by the City is no longer being updated or maintained by the licensor, then the City shall designate the replacement unified scheduling system software after first consulting with the District. With respect to the unified scheduling system software only, the City shall pay for the required software licenses; this obligation does not extend to any licenses for other software or for any other costs that a party may incur incident to using the unified scheduling system software.
- The Club agrees to assign a minimum of one employee to manage the unified scheduling system for PEAK and the employee will be instructed not to schedule activities if parking is not available due to already scheduled activities on the Property. The Club shall not schedule any event or program that requires more than 99 parking spaces prior to 3:30 pm on school days. The Club shall not schedule any High Activity Event that requires more than 255 parking spaces. The Club shall provide written parking demand estimates to the City for all High Activity Events at least one week prior to the scheduled event.
- The Club agrees to provide adequate staff to aggressively enforce all signed parking restrictions to insure parking stalls are available for PEAK users and not being used by high school students or other non PEAK users. The District shall provide the Club with all necessary authority to enforce the restrictions on District property. The Club agrees to provide staff to manage parking lot supervision and direction (including lot-to-lot

wayfinding assistance) as described in the Traffic and Parking Management Programs described in subsection (v). High Activity Events may not be scheduled if such staff assistance is not provided.

- The District agrees that it shall provide a minimum of 5 days written notice to all property owners residing on a street having a “no parking during school days” sign posted, to advise them (i) a District Special Event has been scheduled; (ii) parking signs prohibiting parking during school days will be covered during the District Special Event; and (iii) spillover parking may occur in the neighborhood. On the day of the District Special Event and prior to the commencement of such event, the District will be responsible for placing covers over each “no parking during school hours” sign.
 - The Club agrees to operate the PEAK Project as a local club and not as a regional facility.
 - The Club, City and District shall meet annually to review parking and traffic impacts and to make any program or operation adjustments necessary in order to avoid adverse impacts to the neighborhoods and/or spillover parking in the neighborhoods surrounding the Property.
 - The District shall ensure that the designation of the shared parking stalls for PEAK use does not result in there being insufficient parking stalls for childcare operators and other tenants on the Property.
 - The District shall implement and enforce a program among its tenants to avoid parking conflicts.
- (v) Traffic Management Programs. All Traffic Impact Analysis and Traffic Management Programs prepared as part of SEPA, the CUP or other City review of the PEAK Project shall be incorporated by reference into this Amendment (collectively TMPs). The Club shall pay all costs and perform all actions necessary to insure compliance with the TMPs and failure to do so may result in termination of the Development Agreement or imposition of the penalty set forth in subsection (vii).
- (vi) Public Facility Classification. The parties agree that the PEAK Project shall be classified as a “public facility” under Mercer Island City Code 19.02.010(C)(1).
- (vii) Penalty. In the event the Club fails to comply with the prohibition on scheduling High Activity Events or the Boys and Girls Club Breakfast so they do not overlap with a District Special Events or other significant event planned by a District tenant, the Club may be subject to a civil penalty in the amount of \$500 a day for violation of this operational restriction. In the event the Club fails to comply with any other material term or condition of this Amendment, the Club may be subject to a civil penalty in the amount of \$250 a day for violation of this Amendment. Each separate day of noncompliance shall be a separate and distinct violation of this Amendment and subject to the civil penalty. The penalty imposed by this subsection shall be collected by notice of civil infraction as authorized by Chapter 7.80 RCW and MICC 19.15.030.

- c. All Other Development Regulations. 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. **Full Force and Effect.** Except as otherwise amended by this First Amendment, the Agreement shall remain in full force and effect.
- 3. **Effective Date and Term.** The effective date of this Amendment is April 1, 2007 or upon issuance of a threshold determination under SEPA for this Development Agreement and the expiration of all SEPA or other appeal periods, whichever comes later. This Amendment and the Agreement shall be recorded against the Property and run with the Property; provided, however, that the City may terminate the Agreement and/or Amendment for any material breach by the District or the Club of the terms and conditions of either the Agreement or Amendment following the District and/or Club's failure to cure such breach within a reasonable time period following the City's notice of the same..

EFFECTIVE as of the date set forth above.

THE DISTRICT:

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

By Cynthia Sickman Simms
 Name: Cynthia Sickman Simms
 Title: Superintendent
 Date: 3-8-07

CITY:

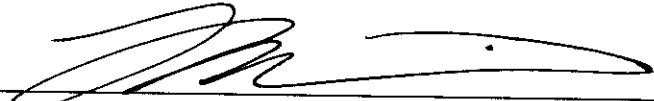
CITY OF MERCER ISLAND, a political subdivision of the State of Washington

Richard M. Conrad
 Richard M. Conrad
 City Manager
 Date: 3-14-07

ATTEST:

Allison Spietz
 Allison Spietz, City Clerk


APPROVED AS TO FORM:



Londi K. Lindell, City Attorney

THE CLUB

BOYS AND GIRLS CLUBS OF KING COUNTY

By: 

Name: Daniel Johnson

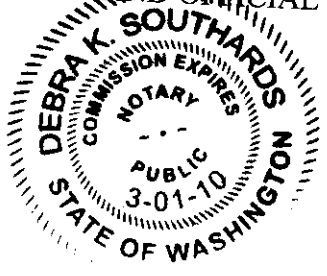
Title: President JCEU

Date: 4/4/07

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 8th day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cynthia Sickman Simms, 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.

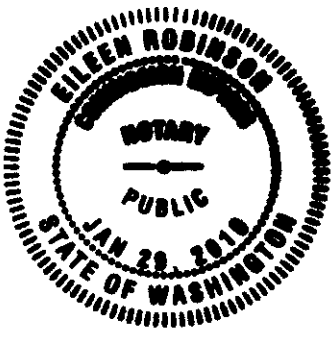


Debra K. Southards
NOTARY PUBLIC in and for the State of Washington, residing at 13203 189th Ave SE
My commission expires 3-10-10 Renton
Print Name Debra K. Southards

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 14th day of March, 2007, 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.



Eileen Robinson
NOTARY PUBLIC in and for the State of Washington, residing at Federal Way
My commission expires 1-29-2010
Print Name Eileen Robinson

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 4th day of April, 2007, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel Johnson to me known to be the Chief Executive Officer of the BOYS AND GIRLS CLUB OF KING COUNTY, a Washington nonprofit corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Boys and Girls Club 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 in this certificate above written.



Matthew Watrous
Notary Public in and for the State of Washington
residing at Seattle
My commission expires 12-15-2010

EXHIBITS:

- A - Description of the Property
- B - District Special Events
- C - Map of approximate location of 99 PEAK parking spaces and 156 shared parking spaces

L:\SCHOOL DISTRICT\PARKING\1stAmend-DevAgmt-Parking-3-5-07.doc

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 $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ AND ALSO the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 24 North, Range 5 East, W.M., less county roads.

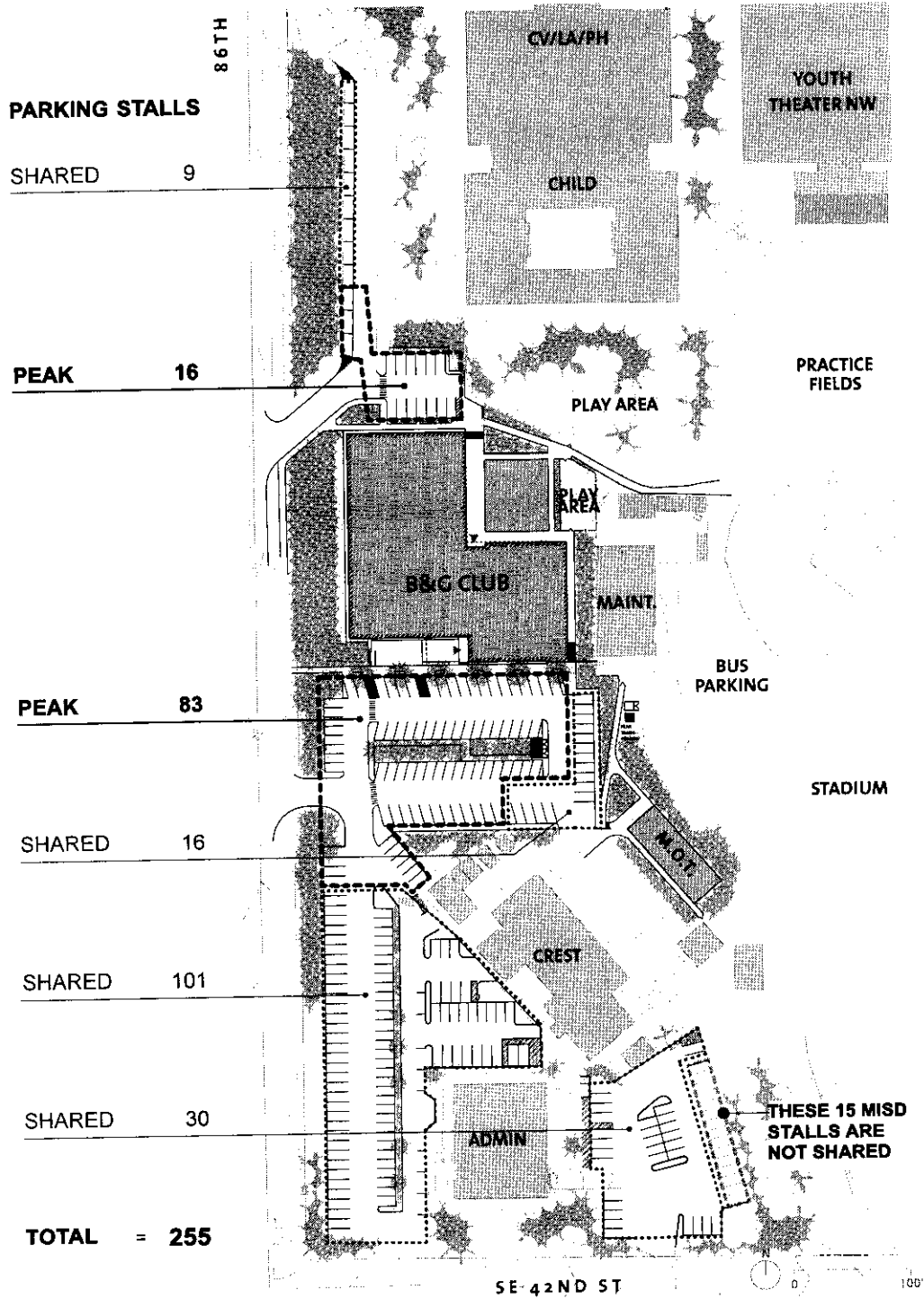
Exhibit B

District Special Events

The following events shall constitute District Special Events

PTSA Welcome Coffee
Fall Assembly
Homecoming Assembly
General Elections
Winter Sports Assembly
Martin Luther King Assembly
Spring Assembly
Mercer Island School Foundation Breakfast
ASB elections
Day of Respect
Senior Assembly
Senior Breakfast and Rehearsal
Football games and other sporting events
Dances

Exhibit C First Amendment to Development Agreement Map of Approximate Location of 99 Shared PEAK Parking Spaces and 156 Shared Parking Spaces



City-District-Club Development Agreement - First Amendment

WHEN RECORDED, RETURN TO:

Katie Knight
 Acting City Attorney
 City of Mercer Island
 9611 SE 36th Street
 Mercer Island, WA 98040



20080409001195

CITY OF MERCER AG
 PAGE 001 OF 010
 04/09/2008 11:19
 KING COUNTY, WA

51.00

**CORRECTION TO
 DEVELOPMENT AGREEMENT**

Grantor: The Mercer Island School District a school district of the State of Washington;
 The Boys and Girls Clubs of King County, a Washington non-profit corporation

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

Abbreviated Legal Description:

A portion of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, a portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a portion of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, a portion of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18, Township 24 North, Range 5 East, W.M.

Complete legal description is at Exhibit A (page 8)

Assessor's Property Tax Parcel Account Numbers:

1824059005, 1824059006, 1824059043 and 1824059045

Reference to Related Document:

See, also: Correction to First Amendment to Development Agreement (February 19, 2008)

No documents are assigned or released herein.

SEE ALSO: DOCUMENTS WITH RECORDING NUMBERS:
 20061106002526, 20080409001088,
 20080409001196

CORRECTION TO DEVELOPMENT AGREEMENT

THIS CORRECTION TO 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"), the CITY OF MERCER ISLAND, a Washington municipal corporation (the "City") and the BOYS AND GIRLS CLUB OF KING COUNTY, a Washington non-profit corporation ("Club"), to correct scrivener's errors in the original documents by which the incorrect legal description was inadvertently attached, and attaching the correct legal description for the Property as anticipated by the parties in the original documents.

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 desired to enter into an agreement with the Club whereby the Club will construct and install upon and within the Property a multi-purpose facility known as PEAK, 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. On or about June 5, 2006, the City Council, acting in its legislative capacity, passed Resolution No. 1374, which authorized the City Manager to execute a Development Agreement between the City of Mercer Island and the Mercer Island School District, and which attached a copy of the Development Agreement signed by the School District. The recitals, terms and conditions of Resolution No. 1374, as well as the attached Development Agreement, are incorporated herein by this reference as if fully set forth.

D. On or about March 5, 2007, the City Council, acting in its legislative capacity, passed Resolution No. 1385, which authorized the City Manager to execute a First Amendment to Development Agreement (amending the prior, June 5, 2006 Development Agreement) dated April 1, 2007 between the City of Mercer Island, the Mercer Island School District, and the Boys and Girls Club of King County, and which attached a copy of the First Amendment to Development Agreement signed by the School District. The recitals, terms and conditions of Resolution No. 1385, as well as the attached First Amendment to Development Agreement, are incorporated herein by this reference as if fully set forth.

E. City staff discovered on or about January 18, 2008 that the legal description to the approved Development Agreement of June 5, 2006 was incorrect, and researched the history as to why the intended legal description had not been attached to the Development Agreement. City staff subsequently learned through its investigation that the same incorrect legal description was inadvertently attached to the April 1, 2007 First Amendment to Development Agreement.

Staff also learned that the face sheet of both the original (June 5, 2006) Development Agreement and the First Amendment to Development Agreement (April 1, 2007) also had an incorrect legal description for the Property which was the subject of the Agreement and the Amendment; and

F. Through its investigation, City staff learned that from June through October 2006, City staff had worked to obtain the proper Tax Parcel Numbers and legal description of the Property from the District in order to finalize and record the Development Agreement, as follows:

- City staff corresponded with the District about obtaining this information in June, 2006. Staff believed that only a description of the area of the District's Property where the building would be developed was needed, and which address was given in the Development Agreement as 4160 86th Avenue SE. When that address was run through the King County Parcel information, no matching parcel came up. Staff thereafter developed a legal description which incorporated portions of Tax Lots 9005 and 9006.
- In September, 2006 the City finally received a document from the District listing Tax Parcel numbers and abbreviated legal descriptions which staff assumed were taken from the King County Assessor records. This provided information for Tax Lots 9005, 9006, 9043 and 9018, and apparently was proffered as the legal description for the Property.
- The parcel numbers and legal descriptions provided by the District were not accurate. The entire Mercer Island High School campus (without any exterior streets or roads) – which was the area intended by all of the parties to be governed by this Development Agreement as well as the First Amended Development Agreement – actually consists of Tax Lots Nos. 9005, 9006, 9043 and 9045; not Tax Lot 9018. Tax Lot 9018 is property of the City of Mercer Island where the City's Community Center at Mercer View is located.
- Staff still incorrectly assumed that only the legal description for the proposed PEAK property part of the campus was needed – not the entire Mercer Island High School campus site, as intended by the Parties; and, therefore, used the legal description developed, even though there was no separate tax lot for this Property. Staff then recorded the Development Agreement with this incorrect property description attached to it.

G. Upon learning of the inadvertent mistake, a scrivener's error, the City took immediate action to correct the property description to properly reflect the intent of the Development Agreement and the First Amendment to Development Agreement. At the time the City staff first learned of this scrivener's error, none of the other parties to the original Agreement or the Amendment were aware that the wrong property description was attached to and made a part of either of the documents; and

H. All parties have now been apprised of the scrivener's error in the original Agreement and the Amendment, and all parties agree that the incorrect legal description was an inadvertent

error, a scrivener's error, and all parties agree that the error should be promptly corrected to reflect the true and actual intent of all of the parties, to-wit: to encompass the entire Mercer Island High School campus site, as reflected in the attached corrections to the original Development Agreement and the First Amendment to Development Agreement; and

I. The City has also learned that the District has entered or is about to enter into a lease agreement with the Boys and Girls Club of King County; therefore, the Club is a necessary party to this Correction to Development Agreement (essentially a contract), as it is presently a party to the First Amendment to Development Agreement; and

J. On or about December 6, 2006, the Club applied for a conditional use permit application and State Environmental Policy Act (SEPA) environmental checklist, along with proposed site plans, a written narrative of the proposed project and related information. A revised conditional use permit application and revised SEPA environmental checklist were submitted on June 11, 2007. Additional information was submitted by the Club in response to City requests in September and December, 2007. This CUP application was based, in part, on a belief and on the reliance by the Parties that the property subject to the Development Agreement and the First Amendment to Development Agreement included the entire Mercer Island High School campus site (without any exterior streets or roads), as shown in the corrected property description and diagram attached as Exhibits A and B to this Correction to Development Agreement; and

K. On January 7, 2008, the City issued a threshold decision under the State Environmental Policy Act, ("SEPA"), a mitigated determination of non-significance. This threshold decision was based, in part, on belief and the reliance of the City and the Parties that the property subject to the Development Agreement and the First Amendment to Development Agreement included the entire Mercer Island High School campus site (without any exterior streets or roads), as shown in the corrected property description and diagram attached as Exhibits A and B to this Correction to Development Agreement; and

L. On January 31, 2008, the Development Services Director, Steve Lancaster, issued a code interpretation, DSG Policy Memorandum Administration Interpretation #08-01, which further clarifies and confirms the intent of the Parties to the Development Agreement was that the Agreement encompass the entire Mercer Island High School campus as the Property, and that the Agreement itself would not make sense if it only included a small part of the entire school campus or the inaccurate property description referenced in the Development Agreement and the First Amendment to Development Agreement. The plain language of the Agreement makes this clear as well. These interpretations are fully consistent with the Parties' intent and the other language of the Development Agreement; and

M. In an exercise of caution and clarity the Parties now wish to correct the original Development Agreement dated June 5, 2006 and the First Amendment to Development Agreement dated April 1, 2007 to replace the prior property descriptions (on the face sheet of each document and as Exhibit A to each document) with the corrected property description attached to both corrected documents as Exhibit A and the diagram attached to both documents

as Exhibit B, to confirm that the Agreement and Amendment were always intended to include the entire Mercer Island High School campus site (without any exterior streets or roads).

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


AGREEMENT

1. **Correction of Prior Property Description.** The prior property description attached to the original June 5, 2006 Development Agreement as Exhibit A was incorrect, as was the property identified on the face page of that document. The prior property description attached to the original April 1, 2007 First Amendment to Development Agreement was also incorrect. This Development Agreement (as well as the First Amendment to Development Agreement dated April 1, 2007) contemplated that the entire District Property – the entire Mercer Island High School campus property, not including exterior streets or roads -- was meant to be described and recorded. This Correction to the Development Agreement with the proper Property description attached as Exhibit A is hereby approved by all of the parties and supersedes any previous Agreement with regard to the description of the Property. Attached as Exhibit B is a diagram of the Property as herein described. All parties have examined the Property description and concur that the attached description is correct. The City Manager is authorized to immediately execute and record this Correction to the Development Agreement.
2. **Other Provisions.** All other terms and conditions of the original June 5, 2006 Development Agreement and the April 1, 2007 Amendment to the Development Agreement remain in full force and effect.
3. **Parties.** In light of the fact that the District and Club have entered into a lease, the Club has been added as a signatory to this Correction to the Development Agreement, as it is a signatory on the First Amendment to Development Agreement dated April 1, 2007.
4. **Effective Date and Term.** The effective date of this Correction to Development Agreement is FEBRUARY 19, 2008. The term of the original Development Agreement dated June 5, 2006 is not changed.

EFFECTIVE as of the date set forth above.

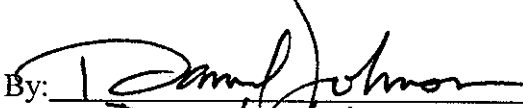
THE DISTRICT:

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

By: 
Name: GARY PLANO, Ed.D.
Title: Interim Superintendent
Date: 3/17/2008


THE CLUB:

THE BOYS AND GIRLS CLUBS OF KING COUNTY, a Washington non-profit corporation

By: 
Name: Daniel Johnson
Title: President / CEO
Date: 3/17/08

CITY:

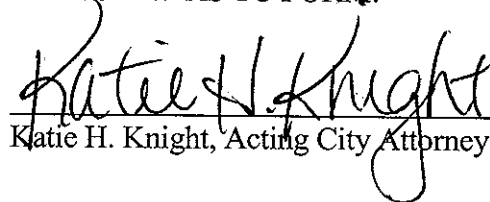
CITY OF MERCER ISLAND, a political subdivision of the State of Washington


Richard M. Conrad
City Manager
Date: 2-19-08

ATTEST:


Allison Spietz, City Clerk

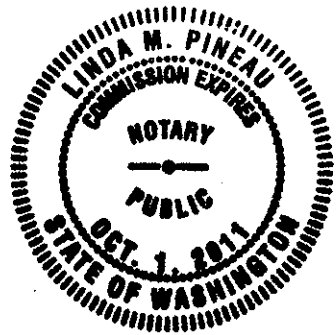
APPROVED AS TO FORM:


Katie H. Knight, Acting City Attorney

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 14th day of MARCH, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY PLANO to me known to be the INTERIM 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.

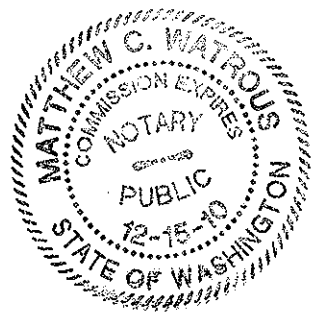


Linda M. Pineau
NOTARY PUBLIC in and for the State of Washington
My commission expires 10/1/2011
Print Name LINDA M. PINEAU

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 17th day of March, 2008, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel Johnson to me known to be the Chief Executive Officer of THE BOYS AND GIRLS CLUB OF KING COUNTY, a Washington nonprofit corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Boys and Girls Club 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 in this certificate above written.

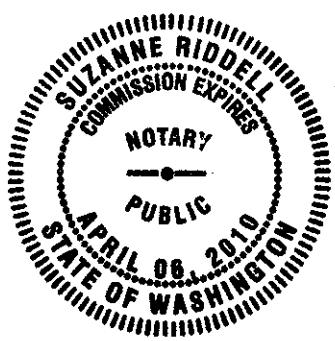


Matthew Watrous
NOTARY PUBLIC in and for the State of Washington.
My commission expires 12-15-2010
Print Name Matthew Watrous

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19th day of FEBRUARY, 2008, 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.



Suzanne Riddell
NOTARY PUBLIC in and for the State of Washington
My commission expires 4/6/2010
Print Name Suzanne Riddell

EXHIBITS:

- A - Description of the Property
- B - Diagram of the Property

L:\SCHOOL DISTRICT\CLEAN Correction to Development Agmt.doc

EXHIBIT A

Mercer Island School District Legal Descriptions

Tax Parcel Number 182405-9043

The North 345 feet of the East 135 feet of the West one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., in King County, Washington; LESS county road.

Tax Parcel Number 182405-9045

The West one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., records in King County, Washington;

except the North 345 feet of the East 135 feet;

together with the south 415 feet of the West 80 feet of the East one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 18; LESS county road.

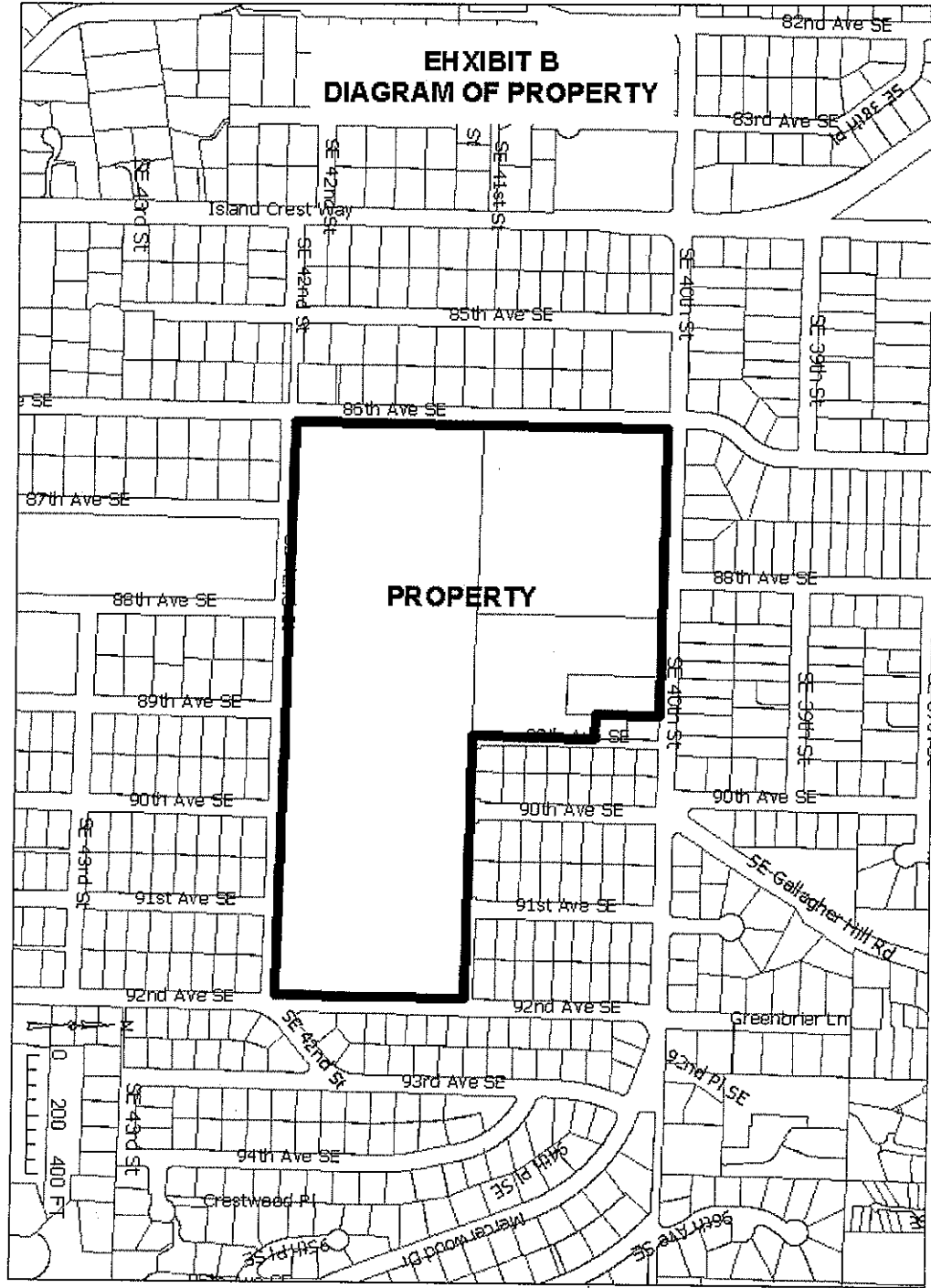
Tax Parcel Number 182405-9006

The Northeast quarter of the Northwest quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., records in King County, Washington; LESS county roads.

Tax Parcel Number 182405-9005

The South one-half of the Northeast quarter of the Northwest quarter; together with the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M. records in King County, Washington; LESS county roads.

EXHIBIT B DIAGRAM OF PROPERTY



WHEN RECORDED, RETURN TO:

Ms. Katie Knight
 Acting City Attorney
 City of Mercer Island
 9611 SE 36th Street
 Mercer Island, WA 98040



20080409001196

CITY OF MERCER AMND 51.00
 PAGE001 OF 010
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 KING COUNTY, WA

**CORRECTION TO
 FIRST AMENDMENT TO
 DEVELOPMENT AGREEMENT**

Grantor: The Mercer Island School District a school district of the State of Washington
 The Boys and Girls Clubs of King County, a Washington non-profit corporation

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

Abbreviated Legal Description:

A portion of the NE ¼ of NW ¼ of NW ¼, a portion of the NE ¼ of the NW ¼, a portion of the SE ¼ of NW ¼ of NW ¼, a portion of the NW ¼ of NE ¼ of NW ¼ of Section 18, Township 24 North, Range 5 East, W.M.

Complete legal description is at Exhibit A (page 8)

Assessor's Property Tax Lot Numbers:

1824059005, 1824059006, 1824059043 and 1824059045

Reference to Related Document:

See also: Correction to Development Agreement (February 19, 2008)

No documents are assigned or released herein.

SEE ALSO DOCUMENTS WITH RECORDING
 NUMBERS: 20061106002526, 20080409001088
 20080409001195

City, District, Club Correction to Amendment1-Development Agreement-High School

**CORRECTION TO
FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS CORRECTION TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") 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"), the BOYS & GIRLS CLUBS OF KING COUNTY ("Club"), a Washington nonprofit corporation and the CITY OF MERCER ISLAND, a Washington municipal corporation (the "City"), to correct scrivener's errors in the original documents by which the incorrect legal description was inadvertently attached, and attaching the correct legal description for the Property as anticipated by the parties in the original documents.

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 desired to enter into an agreement with the Club whereby the Club will construct and install upon and within a portion of the Property a multi-purpose facility, known as PEAK, 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. On or about June 5, 2006, the City Council, acting in its legislative capacity, passed Resolution No. 1374, which authorized the City Manager to execute a Development Agreement between the City of Mercer Island and the Mercer Island School District, and which attached a copy of the Development Agreement signed by the School District. The recitals, terms and conditions of Resolution No. 1374, as well as the attached Development Agreement, are incorporated herein by this reference as if fully set forth.

D. On or about March 5, 2007, the City Council, acting in its legislative capacity, passed Resolution No. 1385, which authorized the City Manager to execute a First Amendment to Development Agreement (amending the prior, June 5, 2006 Development Agreement) dated April 1, 2007 between the City of Mercer Island, the Mercer Island School District, and the Boys and Girls Club of King County, and which attached a copy of the First Amendment to Development Agreement signed by the School District. The recitals, terms and conditions of Resolution No. 1385, as well as the attached First Amendment to Development Agreement, are incorporated herein by this reference as if fully set forth.

E. RCW 36.70B.170 – 210, which authorize the City to enter into a development agreement with property owners, does not discuss or provide any standards or requirements for the amendment or correction of development agreements entered into pursuant to those statutes; rather, it is assumed that the process for amendment or correction of a development agreement

will be left to the parties, as set forth in the agreement itself; and

F. The June 5, 2006 Development Agreement, approved by all parties and recorded with the King County Auditor, does not include any specific process or mechanism for correcting mutual inadvertent mistakes or scrivener's errors by the parties; however, the Agreement does provide a process for amendment of the Agreement. Paragraph 5, page 2, provides a specific process for amending the Development Agreement; to-wit: "*This Agreement may be amended by the written agreement of the District and approval of the Mercer Island City Council by ordinance*"; and

G. The Club was not a party to the original, June 5, 2006 Development Agreement but became an essential party to any amendments to the Development Agreement because of a recent lease agreement between the District and the Club as well as certain other commitments by and between the District and the Club regarding the development and operation of the PEAK Project; and

H. On or about January 18, 2008, City staff discovered that the legal description to the approved Development Agreement of June 5, 2006 was incorrect, and staff thereafter researched the history as to why the intended legal description had not been attached to the Agreement or the Amendment; and

I. In researching the incorrect legal description attached to the June 5, 2006 Development Agreement, City staff also discovered that the same incorrect legal description was inadvertently attached to the April 1, 2007 First Amendment to Development Agreement, and that the face sheet of both the original (June 5, 2006) Development Agreement and (April 1, 2007) First Amendment to Development Agreement also had an incorrect legal description for the property which was the subject of the Agreement and Amendment; and

J. Through its investigation, City staff learned that from June through October 2006, City staff had worked to obtain the proper Tax Parcel Numbers and legal description of the Property from the District in order to finalize and record the Development Agreement, as follows:

- City staff corresponded with the District about obtaining this information in June, 2006. Staff believed that only a description of the area of the District's Property where the building would be developed was needed, and which address was given in the Development Agreement as 4160 86th Avenue SE. When that address was run through the King County Parcel information, no matching parcel came up. Staff thereafter developed a legal description which incorporated portions of Tax Lots 9005 and 9006.
- In September, 2006 the City finally received a document from the District listing Tax Parcel numbers and abbreviated legal descriptions which staff assumed were taken from the King County Assessor records. This provided information for Tax Lots 9005, 9006, 9043 and 9018, and apparently was proffered as the legal description for the Property.
- The parcel numbers and legal descriptions provided by the District were not accurate. The entire Mercer Island High School campus (without any exterior streets or roads) –

which was the area intended by all of the parties to be governed by this Development Agreement as well as the First Amended Development Agreement – actually consists of Tax Lots Nos. 9005, 9006, 9043 and 9045, not Tax Lot 9018. Tax Lot 9018 is property of the City of Mercer Island where the City's Community Center at Mercer View is located.

- Staff still incorrectly assumed that only the legal description for the proposed PEAK property part of the campus was needed – not the entire Mercer Island High School campus site, without any exterior streets or roads, as intended by the Parties; and, therefore, used the legal description developed, even though there was no separate tax lot for this Property. Staff then recorded the Development Agreement with this incorrect property description attached to it.

K. Upon learning of the inadvertent mistake, a scrivener's error, the City took immediate action to correct the property description to properly reflect the intent of the Development Agreement and First Amendment to Development Agreement. At the time the City staff first learned of this scrivener's error, none of the other parties to the original Agreement or the Amendment were aware that the wrong property description was attached to and made a part of either of the documents; and

L. All parties have now been apprised of the scrivener's error in the original Agreement and the Amendment, and all parties agree that the incorrect legal description was an inadvertent error, a scrivener's error, and all parties agree that the error should be promptly corrected to reflect the true and actual intent of all of the parties, to-wit: to encompass the entire Mercer Island High School campus site, as reflected in the attached corrections to the original Development Agreement and the First Amendment to Development Agreement; and

M. The City has also learned that the District has entered or is about to enter into a lease agreement with the Boys and Girls Club of King County; therefore, the Club is a necessary party to this Correction to First Amendment to Development Agreement (essentially a contract), as it is presently a party to the First Amendment to Development Agreement; and

N. On or about December 6, 2006, the Club applied for a conditional use permit application and State Environmental Policy Act (SEPA) environmental checklist, along with proposed site plans, a written narrative of the proposed project and related information. A revised conditional use permit application and revised SEPA environmental checklist were submitted on June 11, 2007. Additional information was submitted by the Club in response to City requests in September and December, 2007. This CUP application was based, in part, on a belief and on the reliance by the Parties that the property subject to the Development Agreement and the First Amendment to Development Agreement included the entire Mercer Island High School campus site (without any exterior streets or roads), as shown in the corrected property description and diagram attached as Exhibits A and B to this Correction to First Amendment to Development Agreement; and

O. On January 7, 2008, the City issued a threshold decision under the State Environmental Policy Act, ("SEPA"), a mitigated determination of non-significance. This

threshold decision was based, in part, on belief and the reliance of the City and the Parties that the property subject to the Development Agreement and the First Amendment to Development Agreement included the entire Mercer Island High School campus site (without any exterior streets or roads), as shown in the corrected property description and diagram attached as Exhibits A and B to this Correction to First Amendment to Development Agreement; and

P. On January 31, 2008, the Development Services Director, Steve Lancaster, issued a code interpretation, DSG Policy Memorandum Administration Interpretation #08-01, which further clarifies and confirms the intent of the Parties to the Development Agreement was that the Agreement encompass the entire Mercer Island High School campus as the Property, and that the Agreement itself would not make sense if it only included a small part of the entire school campus or the inaccurate property description referenced in the Development Agreement and the First Amendment to Development Agreement. The plain language of the Agreement makes this clear as well. These interpretations are fully consistent with the Parties' intent and the other language of the Development Agreement and First Amendment to Development Agreement; and

Q. In an exercise of caution and clarity the Parties now wish to correct the original Development Agreement dated June 5, 2006 and the First Amendment to Development Agreement dated April 1, 2007 to replace the prior property descriptions (on the face sheet of each document and as Exhibit A to each document) with the corrected property description attached to both corrected documents as Exhibit A and the diagram attached to both documents as Exhibit B, to confirm that the Agreement and Amendment were always intended to include the entire Mercer Island High School campus site (without any exterior streets or roads).

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

AGREEMENT

1. **Correction of Prior Property Description.** The prior property description attached to the original April 1, 2007 Amendment to Development Agreement as Exhibit A was incorrect, as was the property identified on the face page of that document. The prior property description attached to the original June 5, 2006 Development Agreement was also incorrect. This First Amendment to Development Agreement (as well as the Development Agreement dated June 5, 2006) contemplated that the entire District Property -- the entire Mercer Island High School campus property, not including exterior streets or roads -- was meant to be described and recorded. This Correction to the First Amendment to Development Agreement with the proper Property description attached as Exhibit A is hereby approved by all of the parties and supersedes any previous Agreement with regard to the description of the Property. All parties have examined the Property description (Exhibit A) and the attached diagram (Exhibit B) and concur that the attached description is correct. The City Manager is authorized to immediately execute and record this Correction to the First Development Agreement.

2. **Other Provisions.** All other terms and conditions of the original April 1, 2007 First Amendment to Development Agreement (as well as the June 5, 2006 Development Agreement) remain in full force and effect.


3. **Parties.** In light of the fact that the District and Club have entered into a lease for a portion of the Property, the Club shall be a signatory to this Correction to the First Amendment to Development Agreement, as it is a signatory on the Correction to the Development Agreement dated June 5, 2006.

4. **Effective Date and Term.** The effective date of this Correction to First Amendment to Development Agreement is FEBRUARY 19, 2008. The term of the original First Amendment to Development Agreement dated April 1, 2007 is not changed.

EFFECTIVE as of the date set forth above.

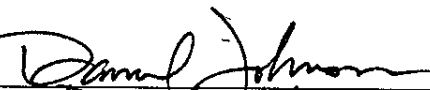
THE DISTRICT:

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

By: 
Name: GARY PLANO, Ed.D.
Title: Interim Superintendent
Date: 3/14/2008

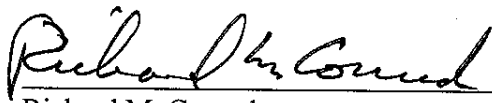
THE CLUB:

THE BOYS AND GIRLS CLUBS OF KING COUNTY, a Washington non-profit corporation

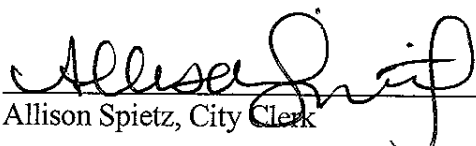
By: 
Name: Daniel Johnson
Title: President / CEO
Date: 3/17/08

CITY:

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


Richard M. Conrad
City Manager
Date: 2-19-08

ATTEST:


Allison Spietz, City Clerk

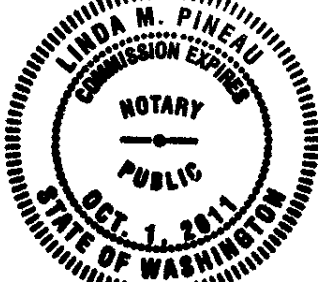
APPROVED AS TO FORM:

Katie Knight
Katie Knight, Acting City Attorney

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 14th day of MARCH, 2008 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY PLANO, to me known to be the IN TEAM 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.

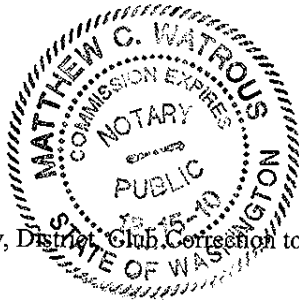


Linda M. Pineau
NOTARY PUBLIC in and for the State of Washington.
My commission expires 10/1/2011
Print Name LINDA M. PINEAU

STATE OF WASHINGTON)
COUNTY OF KING)

On this 17th day of March, 2008, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel Johnson to me known to be the Chief Executive Officer of THE BOYS AND GIRLS CLUB OF KING COUNTY, a Washington nonprofit corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Boys and Girls Club 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 in this certificate above written.

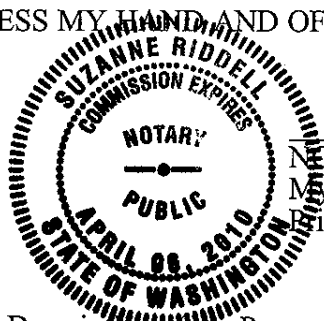


Matthew Watrous
NOTARY PUBLIC in and for the State of Washington.
My commission expires 12-15-10
Print Name Matthew Watrous

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 19th day of FEBRUARY, 2008 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.



Suzanne Riddell

NOTARY PUBLIC in and for the State of Washington
My commission expires 4/6/2010
Print Name Suzanne Riddell

EXHIBITS:

- A - Description of the Property
- B - Diagram of the Property

L:\SCHOOL DISTRICT\CLEAN Correction to Amendment1-Dev-Agmt-Parking.doc

EXHIBIT A

Mercer Island School District Legal Descriptions

Tax Parcel Number 182405-9043

The North 345 feet of the East 135 feet of the West one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., in King County, Washington; LESS county road.

Tax Parcel Number 182405-9045

The West one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., records in King County, Washington;

except the North 345 feet of the East 135 feet;

together with the south 415 feet of the West 80 feet of the East one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 18; LESS county road.

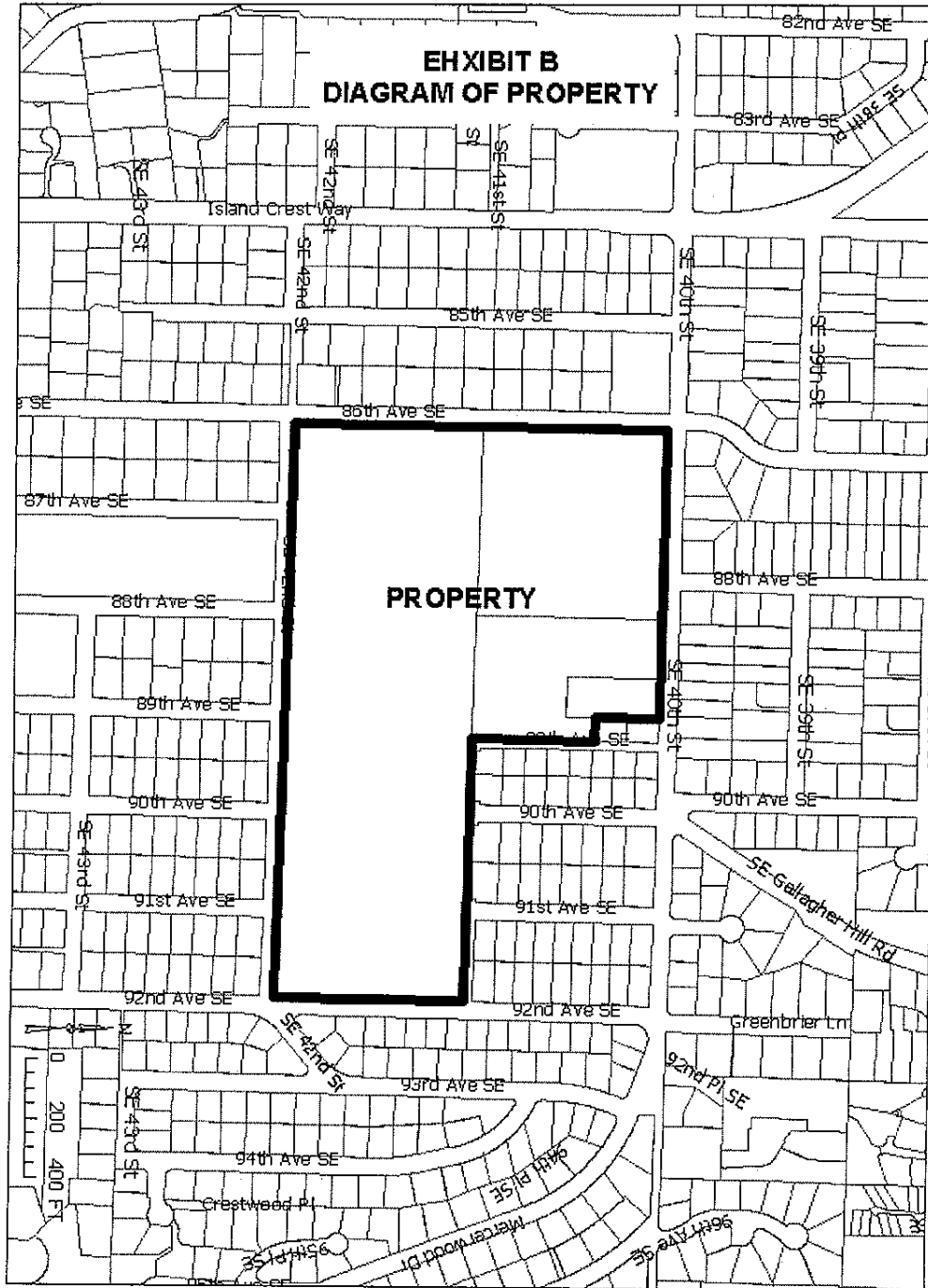
Tax Parcel Number 182405-9006

The Northeast quarter of the Northwest quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., records in King County, Washington; LESS county roads.

Tax Parcel Number 182405-9005

The South one-half of the Northeast quarter of the Northwest quarter; together with the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M. records in King County, Washington; LESS county roads.

EXHIBIT B DIAGRAM OF PROPERTY



WHEN RECORDED, RETURN TO:

Katie H. Knight
City Attorney
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040



**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT**

Grantor: The Mercer Island School District a school district of the State of Washington
The Boys and Girls Clubs of King County, a Washington non-profit corporation

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

Abbreviated Legal Description:

A portion of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, a portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a portion of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, a portion of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18, Township 24 North, Range 5 East, W.M.

Complete legal description is at Exhibit A (page 11)

Assessor's Property Tax Lot Numbers:

1824059005, 1824059006, 1824059043 and 1824059045

Reference to Related Document:

No documents are assigned or released herein.

SEE ALSO: Documents with recording numbers: 20061106002526,
20080409001088, 20080409001195, and 20080409001196

**SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") 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"), the BOYS & GIRLS CLUBS OF KING COUNTY ("Club"), a Washington nonprofit corporation 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 ("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 Club whereby the Club will construct and install upon and within a portion of the Property a multi-purpose facility, known as PEAK, to meet the youth development, sports and recreation needs of Mercer Island youth to be operated by the Boys and Girls Club (the "PEAK Project") and both the District and the Club have agreed that the PEAK Project will be a local club and not a regional facility; and

C. The Club will lease a portion of the Property for the PEAK Project ("Leased Property"); and

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

E. The City and the District entered into a Development Agreement, as approved by the City Council on June 5, 2006 pursuant to Resolution No. 1374 (Development Agreement), covering impervious surfaces development regulations consistent with RCW 36.70B.170 through 36.70B.210; and

F. The Club was not a party to the Development Agreement but is a required party to this Amendment because of the commitments contained in this Amendment regarding the development and operation of the PEAK Project. The Club was a signatory to the First Amendment to Development Agreement and the Club was added as a signatory in light of the fact that the District and Club entered into a lease agreement. The Club was added as a party to the Development Agreement in the Correction to Development Agreement approved by Council on February 19, 2008; and

G. The parties desire to enter into this Second Amendment in order to set forth the parking development standards consistent with RCW 36.70B.170 through 36.70B.210 and the June 21, 2008 Settlement Agreement; and

H. The Mercer Island City Code (MICC) 19.02.010(C)(1)(b) provides that public facilities located in residential zones shall provide off street parking at a minimum ratio of one parking space for each 200 square feet of gross floor area and City staff have classified the PEAK Project as a “public facility” under MICC 19.02.010(C)(1); and

I. The District and Club believe the Club should be considered a private club and further believe the MICC has no clear parking code for a private clubs operated on public land. The District and Club believe the nearest category to the Club is a non-commercial recreational area designation, and as such, the Code Official should determine the parking necessary for the PEAK Project. The District and Club now concur with the City that the PEAK Project is a “public facility” under MICC 19.02.010(C)(1) and have agreed not to further contest that designation; and

J. The City Council authorized the City Manager to execute the First Amendment at an open public hearing on May 15, 2007 designating parking requirements; and

K. The District, City and Club entered into a Settlement Agreement on June 21, 2008 agreeing that the eight parking spaces closest to 86th Avenue SE in the adjacent parking lot immediately south of the building will be eliminated and enough of the vacated space as is necessary will be used to extend the landscape buffer so as to screen the parking lot. See Settlement Agreement attached as Exhibit D to this Amendment. As a result of that Settlement Agreement, the Development Agreement requires amending to acknowledge the accommodations made in the Parties’ Settlement Agreement of June 21, 2008; and

L. The Peak at Mercer Island Transportation Impact Analysis dated November 2006, as amended by Peak Facility Program Information and Parking Demand dated February 8, 2007 prepared by The Transpo Group (“TIA”) concludes that 99 or fewer spaces will be required for the PEAK Project from 7:00 am until 4:00 pm on school days and 247 or fewer spaces will be required at all other times; and

M. There will be at least 91 new parking spaces constructed on the Property available for PEAK Project use from 7:00 am until 10:00 pm and 247 parking spaces (comprised of the 91 new parking spaces and 156 shared parking spaces) available from 3:30 pm until 10:00 pm.; and

N. The City finds that the PEAK Project promotes the public health, safety and welfare of the City and the Code Official finds that the parking required by this Amendment sufficient for the PEAK Project use on the Property; and

O. 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

P. The parties desire to make this Amendment to the 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 PEAK Project; and

Q. The effective date of this Second Amendment will be delayed and be subject to completion of all necessary SEPA review and all SEPA conditions for the PEAK Project shall be incorporated by reference into this Amendment; and

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

AGREEMENT

1. **Section 1.** Section 1 of the Development Agreement entitled “Establishment of Development Standards” shall be amended to add a new subsection (b) and amend subsection (c), as follows:

b. Required Parking.

(i) Definitions. For purposes of this Amendment, the following terms shall have the following meanings:

“Typical Parking Use” means typical use of the PEAK Project, including up to 60 kids before school and up to 90 kids after school enrolled in the childcare program; early morning teen programming; drop in activity at the teen center (excluding dances); high school use of the facility such as for the wrestling program; and use of two out of the four gyms in the field house. The required parking for typical parking use shall be a maximum of 91 parking spaces.

“High Activity Events” means those events at the PEAK Project requiring more than 91 parking spaces including a dance or concert in the teen center and use of all four gyms in the field house.

“Boys and Girls Club Breakfast” means the required parking for the PEAK Project during the Club’s annual business breakfast with attendance of up to 250 persons. The required parking for Boys and Girls Club Breakfast will be a minimum of 247 parking spaces.

“District Special Event” means a special event or events occurring at the District that will require use of all or part of the 156 shared parking stalls referred to below, including football or sporting events, dances, and those events more specifically described in Exhibit B to this Amendment.

(ii) Number of Parking Spaces. The Club shall provide the following parking spaces on either the Leased Property or within a reasonable distance to the PEAK Project for use by PEAK Project users:

- At least 91 new parking stalls, as approximately shown in the map attached as Exhibit C. The Club shall sign these spaces for exclusive PEAK use and provide other parking restrictions (e.g. 2 hour maximum) consistent with the TIA;
- 156 shared parking stalls, as approximately shown in the map attached as Exhibit C. The shared parking agreement between the District and the Club shall be in form and content acceptable to the City (except that Exhibit C shall not be subject to City review so long as it includes the required number of parking stalls), including that the shared spaces shall be available, except in the case of a District Special Event, for (i) priority PEAK use between 3:30 pm and 5:00 pm on school days, and (ii) exclusive PEAK use on the weekends, non-school days and after 5:00 pm on school days and signed for such exclusive PEAK use. The term “priority PEAK use” means that the District must ensure that the shared parking stalls are actually available for PEAK use if they are needed for PEAK use. The District and the Club may agree to modify this priority or exclusive PEAK use and/or the actual location of the shared parking stalls shown on Exhibit C for other District events or meetings at Administration Building that are not District Special Events if the District provides other parking on the Property for Club use to satisfy the requirement for 156 shared parking stalls for priority or exclusive PEAK use. If the location of the parking stalls is modified, the new parking spaces shall be within a reasonable proximity from the PEAK Project. All relocated spaces must have adequate lighting, way-finding signage and pedestrian trails to the PEAK Project. By execution of this Agreement, the District consents to the Club’s shared use of such parking spaces.

The City will post signs on the east side of 86th Ave. SE between SE 40th and 42nd street allowing only restricted parking. The intent of this provision is to provide approximately 20 new spaces to be used by PEAK users, neighbors or childcare facility staff and not by high schools students. Currently, students park in some of these available street spaces.

- (iii) Contingencies. The City’s consent to this Amendment is subject to the satisfaction of the following conditions precedent:
- Maximum Square Footage. The PEAK Project shall not exceed the following maximum square footage: 41,300 total gross square feet within the building and 27,000 square feet for the building footprint based upon the roof area of the building.
 - Environmental and Conditional Use Permit. The PEAK Project shall complete all required permitting, design and environmental review and comply with all applicable City and State codes, rules and regulations, including the State Environmental Policy Act, RCW Chapter 43. The SEPA threshold determination and all conditions associated with any Determination of Significance or Mitigated Determination of Significance shall be incorporated by reference into this Amendment.

(iv) Restrictions on Operations.

- The Club agrees that the Boys and Girls Club Breakfast shall occur only once a calendar year. The Club agrees that High Activity Events and the Boys and Girls Club Breakfast shall not occur during school days between the hours of 7:00 am and 4:00 pm.
- The District agrees that District Special Events shall occur no more than 30 times a school year (September 1 through August 31 of each year).
- The District and Club agree that High Activity Events, the Boys and Girls Club Breakfast and District Special Events shall be scheduled so the events will not overlap.
- The parties agree that commencing on or before the date when the PEAK Project becomes operational and continuing thereafter, a unified scheduling system shall be used in order to coordinate events among the parties and District tenants to insure compliance with these operational restrictions. The unified scheduling system shall be required to be used by the District as to District Special Events, the Club and by District tenants as to events that will utilize more parking than normally available for the tenant's use. Nothing contained in this Agreement will entitle the City to schedule space in the facilities of the District, the Club or of District tenants. During the period starting with the execution of this Agreement and continuing until six months prior to the expected opening date for the PEAK Project, the City and District will work in good faith to agree upon mutually acceptable unified scheduling system software. If the City and District are unable to reach agreement during that period, the City shall resolve the impasse by designating the unified scheduling system to be used and so notify the District. If the District objects to the system designated by the City, the unified scheduling system to be used shall instead be the CLASS software now being used by the City or such later version of that software as may be used by the City from time to time. If the CLASS software or any other software designated by the City is no longer being updated or maintained by the licensor, then the City shall designate the replacement unified scheduling system software after first consulting with the District. With respect to the unified scheduling system software only, the City shall pay for the required software licenses; this obligation does not extend to any licenses for other software or for any other costs that a party may occur incident to using the unified scheduling system software.
- The Club agrees to assign a minimum of one employee to manage the unified scheduling system for PEAK and the employee will be instructed not to schedule activities if parking is not available due to already scheduled activities on the Property. The Club shall not schedule any event or program that requires more than 91 parking spaces prior to 3:30 pm on school days. The Club shall not schedule any High Activity Event that requires more than 247 parking spaces. The Club shall provide

written parking demand estimates to the City for all High Activity Events at least one week prior to the scheduled event.

- The Club agrees to provide adequate staff to aggressively enforce all signed parking restrictions to insure parking stalls are available for PEAK users and not being used by high school students or other non PEAK users. The District shall provide the Club with all necessary authority to enforce the restrictions on District property. The Club agrees to provide staff to manage parking lot supervision and direction (including lot-to-lot wayfinding assistance) as described in the Traffic and Parking Management Programs described in subsection (v). High Activity Events may not be scheduled if such staff assistance is not provided.
 - The District agrees that it shall provide a minimum of 5 days written notice to all property owners residing on a street having a “no parking during school days” sign posted, to advise them (i) a District Special Event has been scheduled; (ii) parking signs prohibiting parking during school days will be covered during the District Special Event; and (iii) spillover parking may occur in the neighborhood. On the day of the District Special Event and prior to the commencement of such event, the District will be responsible for placing covers over each “no parking during school hours” sign.
 - The Club agrees to operate the PEAK Project as a local club and not as a regional facility.
 - The Club, City and District shall meet annually to review parking and traffic impacts and to make any program or operation adjustments necessary in order to avoid adverse impacts to the neighborhoods and/or spillover parking in the neighborhoods surrounding the Property.
 - The District shall ensure that the designation of the shared parking stalls for PEAK use does not result in there being insufficient parking stalls for childcare operators and other tenants on the Property.
 - The District shall implement and enforce a program among its tenants to avoid parking conflicts.
- (v) Traffic Management Programs. All Traffic Impact Analysis and Traffic Management Programs prepared as part of SEPA, the CUP or other City review of the PEAK Project shall be incorporated by reference into this Amendment (collectively TMPs). The Club shall pay all costs and perform all actions necessary to insure compliance with the TMPs and failure to do so may result in termination of the Development Agreement or imposition of the penalty set forth in subsection (vii).
- (vi) Public Facility Classification. The parties agree that the PEAK Project shall be classified as a “public facility” under Mercer Island City Code 19.02.010(C)(1).
- (vii) Penalty. In the event the Club fails to comply with the prohibition on scheduling High Activity Events or the Boys and Girls Club Breakfast so they do not overlap with a District Special Events or other significant event planned by a District tenant, the Club may be subject to a civil penalty in the amount of \$500 a day for


violation of this operational restriction. In the event the Club fails to comply with any other material term or condition of this Amendment, the Club may be subject to a civil penalty in the amount of \$250 a day for violation of this Amendment. Each separate day of noncompliance shall be a separate and distinct violation of this Amendment and subject to the civil penalty. The penalty imposed by this subsection shall be collected by notice of civil infraction as authorized by Chapter 7.80 RCW and MICC 19.15.030.

- c. All Other Development Regulations. 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. **Full Force and Effect.** Except as otherwise amended by this Second Amendment, the Development Agreement shall remain in full force and effect.
3. **Effective Date and Term.** The effective date of this Second Amendment is the date it is signed by the City. This Second Amendment shall be recorded against the Property and run with the Property; provided, however, that the City may terminate the Development Agreement for any material breach by the District or the Club of the terms and conditions of the Development Agreement, the First Amendment to Development Agreement or this Second Amendment following the District's and/or Club's failure to cure such breach within a reasonable time period following the City's notice of the same.

EFFECTIVE as of the date set forth above.

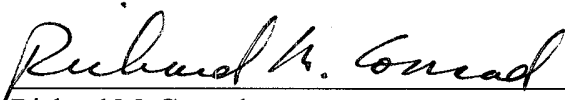
THE DISTRICT:

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

By 
 Name: GARY PLANO
 Title: Superintendent
 Date: FEB 11, 2009

CITY:

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


 Richard M. Conrad
 City Manager
 Date: JANUARY, 14, 2009

ATTEST:

Allison Spietz
Allison Spietz, City Clerk

APPROVED AS TO FORM:

Katie H. Knight
Katie H. Knight City Attorney

THE CLUB

BOYS AND GIRLS CLUBS OF KING COUNTY

By: Daniel Johnson
Name: Daniel Johnson
Title: President / CEO
Date: 2-09-2009

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this 11th day of February, ~~2008~~ ²⁰⁰⁹, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Plano ^{Superintendent} 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.



David N. Henderson
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish Co
My commission expires Oct 1 2011
Print Name David N Henderson

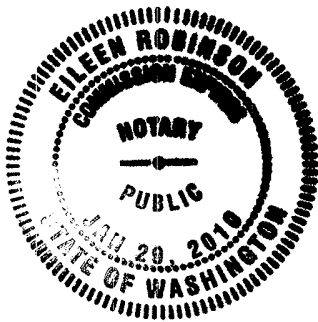
STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this 14th day of January, ~~2008~~ ²⁰⁰⁹, 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.

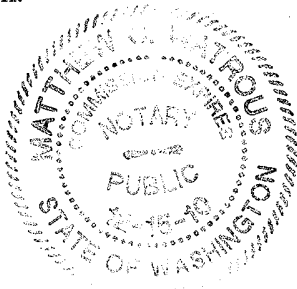


Eileen Robinson
NOTARY PUBLIC in and for the State of Washington, residing at Federal Way
My commission expires 1-29-2010
Print Name Eileen Robinson

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 9th day of February, 2008⁹, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel Johnson to me known to be the Chief Executive Officer of the BOYS AND GIRLS CLUB OF KING COUNTY, a Washington nonprofit corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Boys and Girls Club 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 in this certificate above written.



Matthew Cairous
Notary Public in and for the State of Washington
residing at Seattle WA
My commission expires 12-15-2010

EXHIBITS:

- A - Description of the Property
- B - District Special Events
- C - Map of approximate location of 91 PEAK parking spaces and 156 shared parking spaces
- D - Settlement Agreement

L:\SCHOOL DISTRICT\PARKING\2ndAmend-DevAgmt-Parking-10-29-08.doc

Exhibit A

Description of the Property (Mercer Island School District Legal Descriptions)

Tax Parcel Number 182405-9043

The North 345 feet of the East 135 feet of the West one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., in King County, Washington; LESS county road.

Tax Parcel Number 182405-9045

The West one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., records in King County, Washington;

except the North 345 feet of the East 135 feet;

together with the south 415 feet of the West 80 feet of the East one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 18; LESS county road.

Tax Parcel Number 182405-9006

The Northeast quarter of the Northwest quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., records in King County, Washington; LESS county roads.

Tax Parcel Number 182405-9005

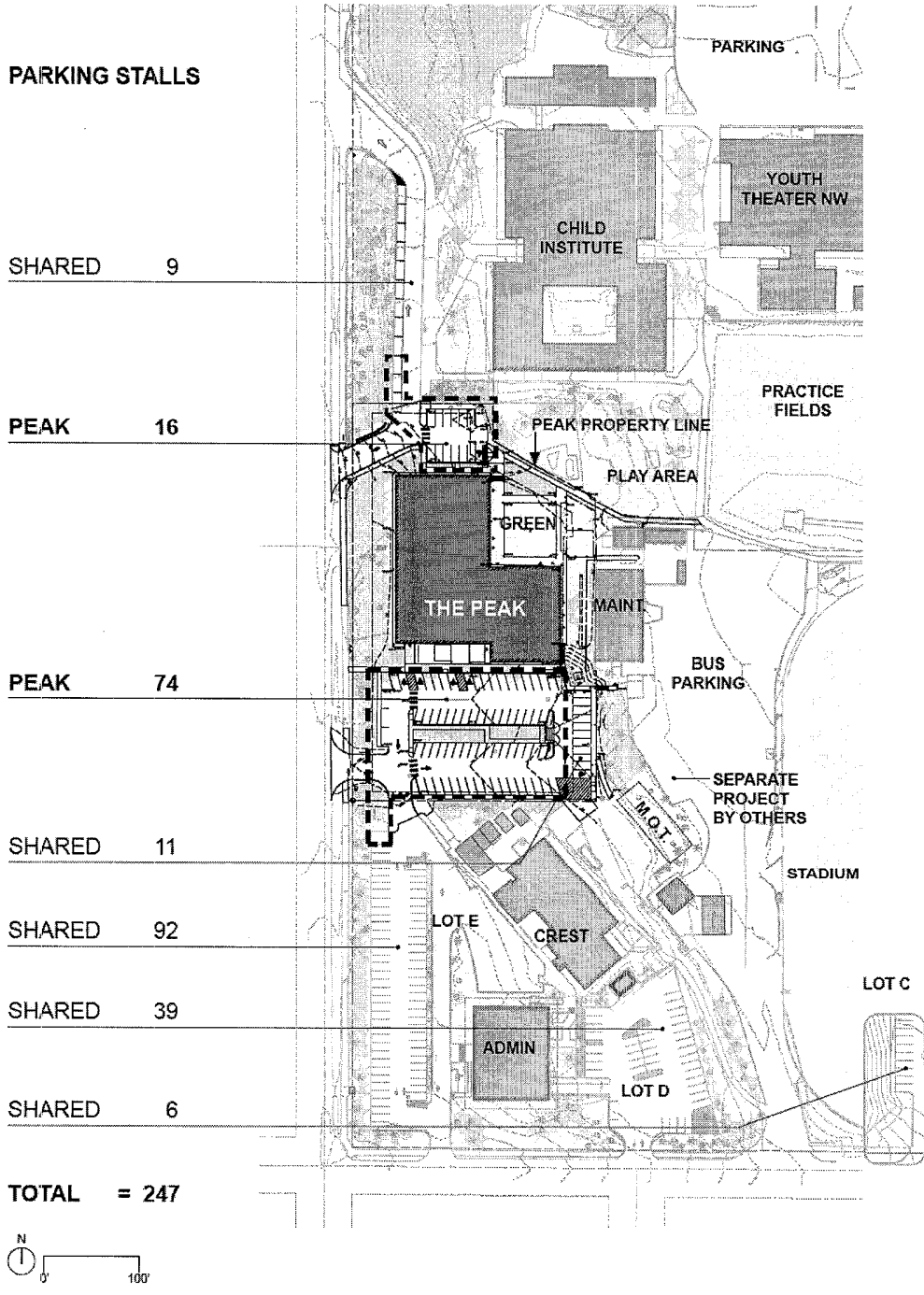
The South one-half of the Northeast quarter of the Northwest quarter; together with the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M. records in King County, Washington; LESS county roads.

Exhibit B
District Special Events

The following events shall constitute District Special Events

PTSA Welcome Coffee
Fall Assembly
Homecoming Assembly
General Elections
Winter Sports Assembly
Martin Luther King Assembly
Spring Assembly
Mercer Island School Foundation Breakfast
ASB elections
Day of Respect
Senior Assembly
Senior Breakfast and Rehearsal
Football games and other sporting events
Dances

Exhibit C
Second Amendment to Development Agreement
 Map of Approximate Location of 91 Shared
 PEAK Parking Spaces and 156 Shared Parking Spaces



City-District-Club Development Agreement - Second Amendment

Exhibit D
Settlement Agreement

AGREEMENT

This Agreement, dated this ^{7th}~~30~~ day of June, 2008, is by and between Islanders for Common Sense, a Washington nonprofit corporation ("ICS"), Boys & Girls Clubs of King County ("Club"), a Washington nonprofit corporation, the City of Mercer Island ("City"), a Washington municipal corporation, the Mercer Island School District ("District"), a Washington municipal corporation, and Amanda Clark, a resident of Mercer Island, Washington ("Clark").

The Club has proposed a Boys & Girls Club facility, including a teen center and field house, on property located on the District's Mercer Island High School campus ("Project").

The City's Planning Commission has approved a conditional use permit for the Project ("CUP"). ICS and Clark have appealed the CUP to the City's Hearing Examiner.

The parties have agreed to resolve their disagreements on the terms and conditions set forth in this Agreement.

The parties agree:

1. Reduction of square footage. The Club agrees to reduce the square footage of the building portion of the Project approved by the CUP by at least 3700 gross square feet. The total square footage of the building portion of the Project will not exceed 41,300 gross square feet.
2. Local Programming. Consistent with Recital B of Amendment Number One to the Development Agreement for the Project, the Club agrees that substantially all of its programming will be oriented toward serving residents or students of Mercer Island and that it will not schedule regionally oriented programming that involves multiple off-Island clubs, groups, or organizations. However, this restriction is not intended to prevent programming in which an off-Island club or group uses the Project to compete with, participate in an activity with, or otherwise interact with Mercer Island residents or students. The Club may also allow programming that already exists on the High School campus, such as the Island Thunder Volleyball annual tournament that is currently scheduled at the High School.
3. School Bus Relocation. All parties will in good faith explore the feasibility of relocating within five years the school bus parking from the existing Mercer Island High School campus to a new location. In the event that relocation occurs, the District will engage in a public process to determine the appropriate use or uses for the area now occupied by school bus parking. ICS will be invited to participate in that public process.
4. Landscape Buffer. (A) Prior to obtaining a Certificate of Occupancy for the Project, the Club will plant a mature, full vegetative screen between 86th Avenue SE and the Project building and parking lot (excluding the entry of the parking lot), as set forth on Exhibit A. The type of vegetation planted shall be:
 - (i) sufficient to entirely screen throughout the year, within three years after issuance of the Certificate of Occupancy, the Project and adjacent parking lot to the south from

someone standing on 86th Ave. Southeast directly across from the buffer (other than what might be visible from the entry to the parking lot) (the parties acknowledge, however, that for a period of time after that date, several chevron-shaped spaces of the top 2-3 feet of the Project may remain visible as the vegetation gradually fills in) ; and

(ii) consistent with the above requirement, include species of shrubs and trees that are visibly attractive and that are approved by the City's Design Commission. ICS shall be provided with the opportunity to review and comment upon the proposed landscape plan. The Club will in good faith consider ICS's comments.

The screen may utilize existing trees to the extent they will satisfy the requirements of subsection (i) above. Prior to planting the landscape buffer, the Club will obtain a written certification from a reputable and licensed landscape architect that the plantings will, in his/her professional opinion, satisfy the requirements of subsection (i) above. If the Club fails to satisfy its obligations under the foregoing provisions of this Section, the District and the City shall be responsible for taking appropriate enforcement action against the Club to ensure its compliance. The parties acknowledge that the City has enforcement authority under MICC 19.15.030 and to impose civil penalties should the Club fail to comply.

(B) The Club agrees to maintain the landscape buffer after it has been planted to ensure that the requirements of subsection (A)(i) continue to be satisfied. The Club agrees to pay for replacement trees and shrubs in accordance with subsection (A)(i) should the need arise (e.g., replacing trees and/or large screening shrubs). The parties acknowledge that situations may occur that temporarily result in the buffer being impaired (e.g., trees having to be replaced due to disease).

5. Additional Landscape Enhancement. Subject to the approval of the District and compliance with City regulations, the Club will provide additional landscape enhancement of the District property located to the south of the Project and adjacent to 86th Avenue SE. This area will be professionally landscaped with the goal of lowering the impact from and visibility of parking lot/building activities in this portion of the campus, as shown conceptually on Exhibit A. The additional landscape enhancement will include species of shrubs and trees that are visibly attractive and approved by the District. ICS shall be provided with the opportunity to review and comment upon the proposed landscape plan. The Club will in good faith consider ICS's comments.

6. Ombudsperson. The City will assign a member of its staff to serve as an ombudsperson to respond to and to address neighborhood concerns associated with the Project and to ensure that the City will enforce the terms of this Agreement, the Development Agreements associated with the Project, and the conditions of the CUP. The Ombudsperson will be reachable during all hours when the Project is open for operations.

7. Notice of Special Events. The Club will provide notice of special events in a manner consistent with the terms of the Project-related Development Agreements and Transportation Management Program.

8. Oversight Committee. The parties will create an oversight committee that will meet monthly (unless ICS decides that fewer meetings are needed) and will include a representative of ICS so there is a forum in which operating issues that impact the neighborhood can be discussed and resolved. The ombudsperson identified in paragraph 5 above will attend meetings of the Oversight Committee when requested by ICS.

9. Hours of Operation. The Project shall be closed, other than for cleaning and maintenance, after 10:00 pm on all days and before noon on Sundays. The Project may be open later on Friday and Saturday nights (e.g., monthly dances on Friday or Saturday) for teen-related events but in no event after 11:00 pm on Fridays or midnight on Saturday. These events shall not occur more often than four times per month. In addition, there may be occasional events in which hours of operation will be extended, such as supervised sleep-overs. Such events will be discussed and agreed to in the Oversight Committee process.

10. Noise and Lights. Activities held in the Project field house shall be conducted in compliance with the City's noise regulations. The field house will include sound-absorbing insulation in an exposed acoustical roof deck (with a minimum acoustical performance of NRC 0.65 tested according to ASTM C423), or equivalent sound-absorbing materials. The interior finishes will include continuous wall pads below 5'-6" and a rubber backed polyurethane sport flooring product, or equivalent sound-absorbing materials. Project lighting shall be designed to be shielded and directed away from neighboring residences.

11. Supervision of Project Site. The Club will supervise the Project site to guard against loitering and unlawful conduct and to assure compliance with Club rules and regulations.

12. Off-Site Parking. The Club will reasonably cooperate with the City in the City's efforts to prevent persons who participate in programs at the Project from parking unlawfully in the adjoining neighborhoods. The City will assign an enforcement officer who will spend a sufficient portion of his or her time in the enforcement of parking limitations in the adjoining neighborhoods.

13. Residential Parking Zone. The City will implement a residential parking zone in the neighborhood in the vicinity of the Project, if the City determines that an appropriate number of residents of the neighborhood desire such a restriction.

14. 86th Avenue SE Transportation Issues. A calming device shall be installed on 86th Avenue SE, south of the Project, to slow traffic down and create gaps between cars. The City will also consider the propriety of installation of a "No Left Turn" sign at the Project driveway that exits onto 86th Avenue SE.

15. Campus Master Plan. The District agrees that prior to commencing any currently unplanned significant development of or changes to the land owned by the District, which is bound by 86th Avenue SE to the west, 40th Street to the north, Mary Wayte Pool and Mercer Island High School to the east, and 42nd Street to the south (the "Campus"), the District will develop a master plan for the Campus. In any event, the master planning process must commence within two years, and be completed within five years, after execution of this

Agreement. The master plan must cover the entire Campus and provide a clear plan for the development and redevelopment of the Campus in accordance with the Superintendent of Public Instructions' Washington Sustainable Schools Protocol, as applicable. The District will engage in a public process to determine the appropriate use or uses for the Campus.

16. Elevation of Field House. The Club will reduce the height of the proposed Field House along 86th Avenue SE by one foot so that the top of parapet elevation above existing grade at the mid-point of the west elevation of the filed house does not exceed 20'-10", such reduction to be accomplished by such means as the Club deems appropriate consistent with legal requirements, which may include sinking the Field House further into the ground. The Club will in good faith consider the feasibility of sinking the Field House up to two feet, and will do so if it determines that the cost and programming consequences are reasonable.

17. Reduced Parking and Additional Landscaping. Subject to City Council and School Board approval of an amendment to the Development Agreement for the Project, the Club and District agree that the 8 parking spaces closest to 86th Avenue SE in the adjacent parking lot immediately south of the building will be eliminated and enough of the vacated space as is necessary will be used to extend the landscape buffer referred to in Section 4 above so as to screen the parking lot.

18. Effective Date. This Agreement shall be effective immediately following its execution by Club and ICS and its ratification by the Mercer Island City Council and the Mercer Island School Board ("Effective Date").

19. Dismissal of Appeal. Promptly following the Effective Date, ICS and Amanda Clark will dismiss their pending appeal of the CUP.

20. Support for 86th Avenue SE Landscape Buffer. Following the Effective Date, ICS will not advocate to the City Design Commission that the Project buildings require building modulation and façade ornamentation along 86th Avenue SE. ICS and Amanda Clark will provide written or oral testimony in support of the Weinstein A/U landscaping screening proposal as described in Section 4 above.

21. Non-Opposition to Project. Promptly following the Effective Date, ICS and the individual Board members of ICS who have signed below agree that they will no longer oppose any aspect of the Project in any forum and that they will not support or encourage any opposition to the Project by any other persons or entities. ICS Board Members agree to not publicly oppose the Project. However, it is understood that ICS cannot legally restrain its members in the exercise of their right to make statements as individuals and individual members in their individual capacity may still elect to do so. Amanda Clark, Chair of ICS, agrees to strongly attempt to persuade all members to follow this requirement but will bear no personal responsibility for the actions of any individual. Also, promptly following the Effective Date, ICS and the Club will issue a press release in the form attached as Exhibit B. Nothing contained in this Section shall prevent ICS or its individual Board members from taking actions to enforce this Agreement or from raising concerns with or making operational complaints to the Club, the District or the City regarding the Club after the Club has commenced operations.

22. Heirs, Successors and Assigns. The terms and conditions of this Agreement shall bind, and inure to the benefit of, the parties' heirs, successors, and assigns.

23. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified or amended in any way, except in writing, signed by the parties hereto, or their successors in interest.

24. Authority. Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing. In particular, Amanda Clark as Chair of ICS expressly represents and warrants that she has full power and authority to execute and deliver this agreement on behalf of Islanders for Common Sense, and to bind that entity to the terms of this Agreement. Upon proper execution and delivery, this Agreement will have been duly entered into by the parties, will constitute as against each party a valid, legal and binding obligation, and will be enforceable against each party in accordance with the terms herein. Notwithstanding the foregoing, neither the City nor the District shall be bound by this Agreement until such time as the Mercer Island City Council, and the Mercer Island School Board, respectively, ratify this Agreement.

25. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

26. Severability. If any of the provisions of this Agreement shall prove to be invalid, void or illegal, it shall in no way affect, impair, or invalidate any of the other provisions hereof.

27. Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

28. Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

29. Injunctive Relief. The parties acknowledge and admit that there may be no adequate remedy at law for a failure or breach of this Agreement, and that in the event of such failure or breach, the other party or parties shall be entitled to obtain equitable relief in the form of temporary or permanent injunctions, as well as any other relief as a court of competent jurisdiction may deem just and proper.

Islanders for Common Sense

By: Amanda M Clark

Its: Chair

Amanda M Clark

Amanda Clark

ICS Board Members:

Amanda M Clark

Amanda Clark

David Ross

Dorian Collins

Boys & Girls Clubs of King County

By: _____
Its: _____

City of Mercer Island

By: _____
Its: _____

Mercer island School District

By: _____
Its: _____

Islanders for Common Sense

By: _____
Its: _____

Amanda Clark

ICS Board Members:

Amanda Clark

David Ross

Dorian Collins

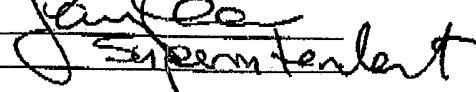
Boys & Girls Clubs of King County

By: _____
Its: _____

City of Mercer Island

By: _____
Its: _____

Mercer island School District

By: 
Its: Superintendent

Islanders for Common Sense

By: _____
Its: _____

Amanda Clark

ICS Board Members:

Amanda Clark

David Ross

Dorian Collins

Boys & Girls Clubs of King County

By: *Daniel Johnson*
Its: *President / CEO*

City of Mercer Island

By: *Richard M. Conrad*
Its: *City Manager*

Mercer island School District

By: _____
Its: _____

WHEN RECORDED, RETURN TO:

Katie Knight
City Attorney
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040



**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT**

Grantor: The Mercer Island School District a school district of the State of Washington
The Boys and Girls Clubs of King County, a Washington non-profit corporation

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 10).

Assessor's Property Tax Parcel Account Numbers:

1824059005, 1824059006, 1824059043, 1824059045

Reference to Related Document:

No documents are assigned or released herein.

**THIRD AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") 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"), the BOYS & GIRLS CLUBS OF KING COUNTY ("Club"), a Washington nonprofit corporation 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 ("Property") located generally at 4160 86th Ave. SE within the City of Mercer Island, King County, Washington; and

B. The District entered into an agreement with the Club dated May 6, 2009, whereby the Club constructed and installed upon and within a portion of the Property (the "Leased Property") a multi-purpose facility, known as PEAK, to meet the youth development, sports and recreation needs of Mercer Island youth to be operated by the Boys and Girls Club (the "PEAK Project"); and

C. The City and the District entered into a Development Agreement, as approved by the City Council on June 5, 2006 pursuant to Resolution No. 1374 (Development Agreement), covering impervious surfaces development regulations consistent with RCW 36.70B.170 through 36.70B.210; and

D. The City, the District and the Club entered into a First Amendment to Development Agreement, pursuant to Resolution No. 1085 approved by the City Council on March 5, 2007 (the "First Amendment"), covering the parking development standards for the PEAK Project consistent with RCW 36.70B.170 through 36.70B.210 and the designation of the PEAK Project as a public facility under MICC 19.020.0101(C)(1) with its associated off-street parking regulations; and

E. The Club was added as a party to the Development Agreement in the Correction to Development Agreement approved by Council on February 19, 2008 in light of the lease for the PEAK Project on the Leased Property; and

F. The City, the District and the Club entered into a Second Amendment to Development Agreement, pursuant to Ordinance 08-10 approved by the City Council on November 3, 2008 (the "Second Amendment"), to further refine the parking development

standards consistent with RCW 36.70B.21 and to recognize the Settlement Agreement entered into by the District, City, Club, and Islanders for Common Sense dated June 21, 2008; and

G. The District's voters recently authorized a construction bond measure for the construction of a new Elementary No. 4 on a portion of the Property; and

H. Construction of Elementary No. 4 requires the removal and replacement of certain stalls assigned exclusively to the PEAK Project; and

J. The parties wish to remove and replace 16 of the 91 parking stalls assigned for exclusive use by the PEAK Project as designated on Exhibit C to the Second Amendment in order to facilitate construction of Elementary No. 4; and

K. The parties also wish to remove the Second Amendment's restrictions related to the Club's annual fundraising breakfast held at the PEAK Project based on experience with traffic and parking related to that use; and

L. The City finds that the PEAK Project promotes the public health, safety and welfare of the City and the Code Official finds that the parking required by this Amendment sufficient for the PEAK Project use on the Property; and

M. The parties desire to make this Amendment to the 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 continued operation of the PEAK Project and the construction of Elementary No. 4.

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

AGREEMENT

1. **Section 1 Amendment.** The following portions of Section 1.b. Required Parking. Subsections (i), (ii) and (iv) of the Development Agreement, as amended by the First Amendment and Second Amendment to the Development Agreement, shall be amended as follows. These amendments are shown by strike-through and underline.

b. Required Parking.

(i) Definitions. For purposes of this Amendment, the following terms shall have the following meanings:

"High Activity Events" means those events at the PEAK Project requiring more than 91 parking spaces, ~~including a dance or concert in the teen center and use of all four gyms in the field house~~ but not including the Boys and Girls Club Breakfast.

- (ii) **Number of Parking Spaces.** The Club shall provide the following parking spaces on either the Leased Property or within a reasonable distance to the PEAK Project for use by PEAK Project users:
- At least 91 ~~new~~-dedicated parking stalls, as approximately shown in the map attached as ~~Exhibit C~~ Exhibit B, as amended and revised from the exhibit included as Exhibit C to the Second Amendment. The Club shall sign these spaces for exclusive PEAK use and provide other parking restrictions (e.g. 2 hour maximum) consistent with the (Tranportation Impact Analysis) TIA;
- (iv) **Restrictions on Operations.**
- The Club agrees that the Boys and Girls Club Breakfast shall occur only once a calendar year.
 - The Club agrees that High Activity Events ~~and the Boys and Girls Club Breakfast~~ shall not occur during school days between the hours of 7:00 am and 4:00 pm.
2. **Full Force and Effect.** Except as otherwise amended by this Third Amendment, the Agreement shall remain in full force and effect.
3. **Effective Date and Term.** The effective date of this Third Amendment is the date it is signed by the City. This Third Amendment shall be recorded against the Property and run with the Property; provided, however, that the City may terminate the Development Agreement for any material breach by the District or the Club of the terms and conditions of the Development Agreement or any amendment thereto following the District and/or Club's failure to cure such breach within a reasonable time period following the City's notice of the same.

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EFFECTIVE as of the date set forth above.

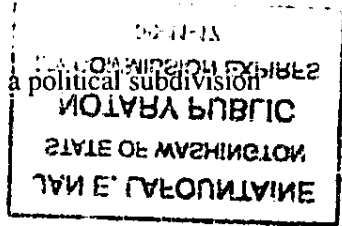
THE DISTRICT:

THE MERCER ISLAND SCHOOL DISTRICT, a political subdivision of the State of Washington

By: [Signature]
Name: Cathy Plano
Title: Superintendent
Date: 8/28/14

CITY:

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



[Signature]
Noel Treat
City Manager
Date: 9/18/14

ATTEST:

[Signature]
ALLISON SPIETZ, City Clerk

APPROVED AS TO FORM:

[Signature]
Katie Knight, City Attorney

THE CLUB

BOYS AND GIRLS CLUBS OF KING COUNTY

By: [Signature]
Name: Cathy Lyons
Title: President/CEO
Date: 12 AUGUST 2014



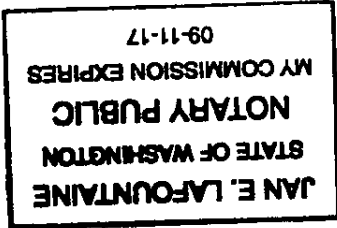
STATE OF WASHINGTON)

COUNTY OF KING)

) ss.
)

On this 28 day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Plano, to me known to be the Superintendent of THE MERCER ISLAND SCHOOL DISTRICT, a political subdivision 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.



Jan E LaFountain
NOTARY PUBLIC in and for the State of Washington, residing at Bellevue
My commission expires 9/11/17
Print Name Jan E. LaFountain

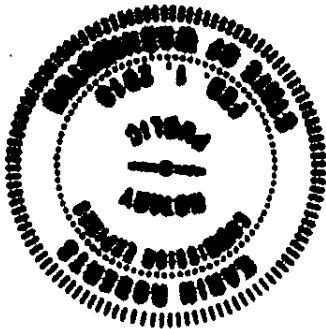
STATE OF WASHINGTON)

COUNTY OF KING)

) ss.
)

On this 18 day of September, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Noel Treat 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.



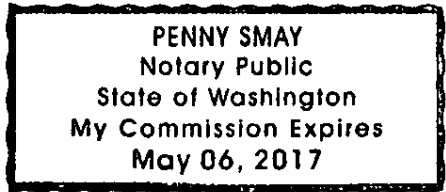
Karin Roberts
NOTARY PUBLIC in and for the State of Washington, residing at Sammamish
My commission expires 02/01/2018
Print Name Karin Roberts

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 12th day of August, 2014, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Calvin L. Lyons to me known to be the Chief Executive Officer of the BOYS AND GIRLS CLUB OF KING COUNTY, a Washington nonprofit corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Boys and Girls Club 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 in this certificate above written.

Penny Smay
Notary Public in and for the State of Washington
residing at 10 Woodinville, WA 98072
My commission expires 5/6/17



EXHIBITS:

- A - Description of the Property
- B - District Special Events
- C - Map of approximate location of 99 PEAK parking spaces and 156 shared parking spaces

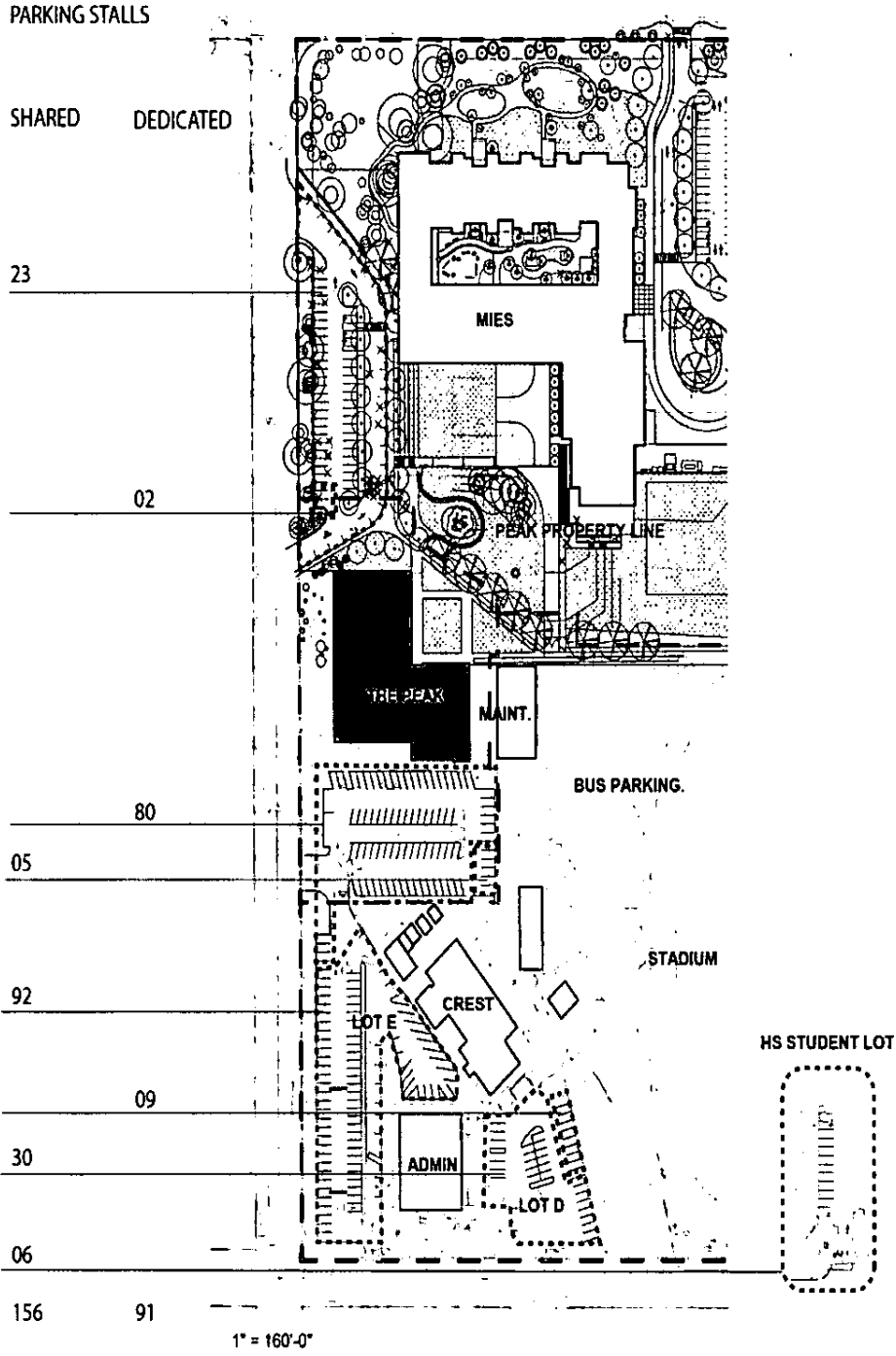
EXHIBIT A

Description of the Property

The West 240.00 feet of the South 30.00 feet of Tax Lot 9006 described as the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ **AND ALSO** the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 24 North, Range 5 East, W.M., less county roads.

Exhibit B

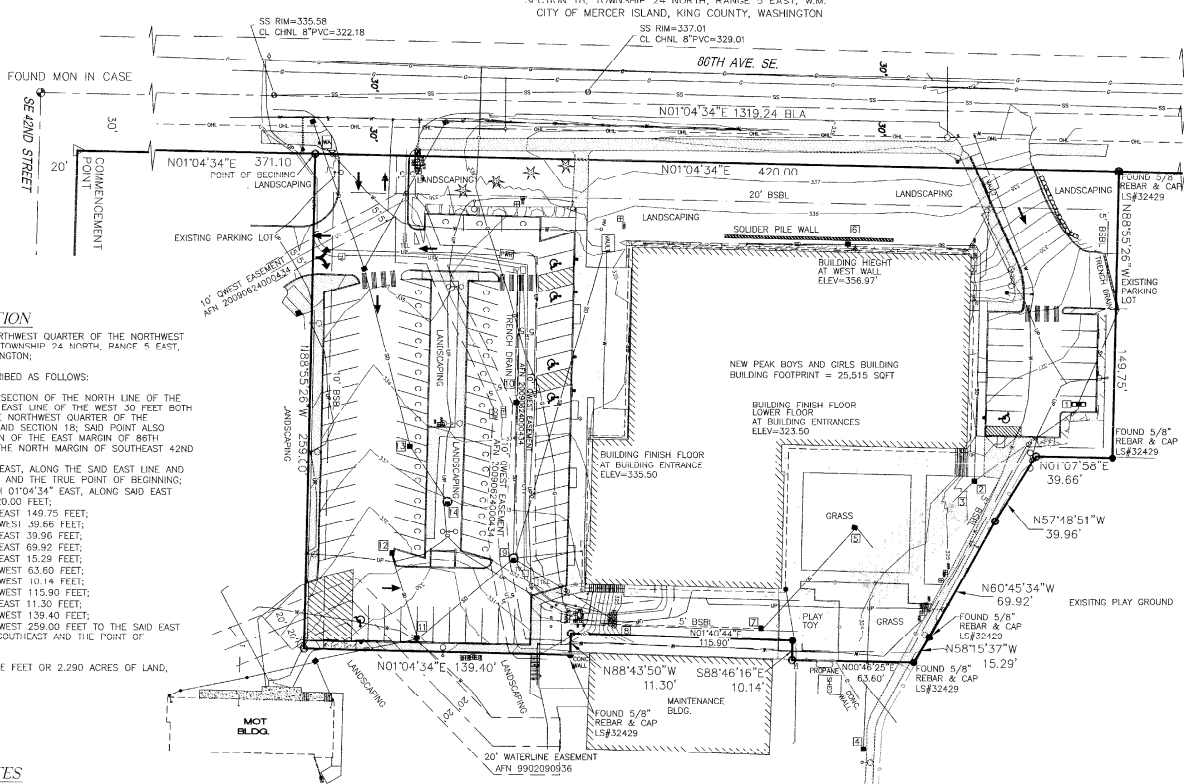
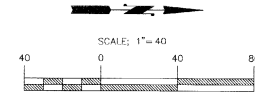
Map of Approximate Location of 99 PEAK Parking Spaces and 156 Shared Parking Spaces, as Revised for this Third Amendment



TOTAL- 247

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M. CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON



LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE EAST LINE OF THE SOUTH 30 FEET BOTH OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST MARGIN OF 86TH AVENUE SOUTHEAST WITH THE NORTH MARGIN OF SOUTHEAST 42ND STREET;

CONTAINING: 99,782 SQUARE FEET OR 2.290 ACRES OF LAND, MORE OR LESS.

SURVEYORS NOTES

1. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE METHOD, USING A 3" FOCUS TOTAL STATION. SURVEY ACCURACY MEETS OR EXCEEDS THE REQUIREMENTS OF WAC 332-130-090 AND 332-130-100 AND COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW.

2. TITLE REPORT IS FROM FIRST AMERICAN INSURANCE COMPANY, ORDER NUMBER 701809, DATED NOVEMBER 6, 2009

3. PROPERTY IS SUBJECT TO ANY COVENANTS, CONDITIONS, RESTRICTIONS AS SHOWN IN LOT LINE ADJUSTMENT, AS RECORDED UNDER RECORDING NUMBER 20090506900003.

4. PROPERTY IS SUBJECT DEVELOPMENT AGREEMENT AND THE TERMS AND AGREEMENT AS RECORDED UNDER RECORDING NUMBER 2008110602526, AMENDMENT NO. 20080409001195, AMENDMENT NO. 20080409001088, AMENDMENT NO. 20080409001196, AND AMENDMENT NO. 20090406000383.

5. PROPERTY SUBJECT TO GROUND LEASE AND JOINT USE AGREEMENT AS RECORDED UNDER RECORDING NUMBER 20081106000194.

LAND SURVEYORS CERTIFICATE

THIS IS TO CERTIFY TO U.S. BANK NATIONAL ASSOCIATION AND FIRST AMERICAN TITLE INSURANCE THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2002, AND INCLUDES ITEMS OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. THE UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF WASHINGTON, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN THE ALLOWABLE POSITIONAL TOLERANCE.

DANIEL R. PRICE
CERTIFICATE NO. 37533



BASIS OF BEARING

MERCER ISLAND HIGH SCHOOL LOT LINE ADJUSTMENT NO. SUB07-008 AS RECORDED IN KING COUNTY UNDER RECORDING NUMBER 20090506900003.

VERTICAL DATUM

NW4D 00

REFERENCES USED

MERCER ISLAND HIGH SCHOOL LOT LINE ADJUSTMENT NO. SUB07-008 AS RECORDED IN KING COUNTY UNDER RECORDING NUMBER 20090506900003.

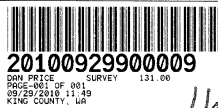
SITE DATA

- 1. BUILDING - 25,515 SQFT
- 2. BUILDING HEIGHT = 356.97 WEST WALL
- 3. FINISH FLOOR UPPER - 335.50 LOWER - 323.50
- 4. COMPACT PARKING STALLS = 37
- 5. STANDARD PARKING STALLS = 67
- 6. ACCESSIBLE STALLS IN WITH STANDARD
- 7. ZONING - R-8.4
- 8. LAND AREA = 99,782.68sqft, 2.29AC

LEGEND

- MONUMENT
- REBAR AND CAP
- PROPERTY CORNER
- CATCH BASIN
- STORM MANHOLE
- SEWER MANHOLE
- POWER POLE
- LIGHT POLE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- POST INDICATOR VALVE
- WATER VALVE
- WATER METER
- IRRIGATION BOX
- CLEANOUT
- PROPERTY LINE
- SETBACK LINE
- CENTER LINE
- RIGHT-OF-WAY
- EASEMENT
- STORM DRAIN
- WATER
- SANITARY SEWER
- GAS
- OVERHEAD POWER
- BURIED POWER
- CABLE TV
- TELEPHONE
- UNDERDRAIN
- KURUK WALL

CB#	RIM	INVERT ELEVATION
1	325.94	323.54
2	326.84	322.74 NW, 322.69 E, 323.06 W
3	324.43	316.55
4	322.12	319.60
5	322.54	318.83 NE, 318.89 SE, 319.64 SE
6	334.92	331.32 N, 331.42 S, 332.93 E
7	322.93	320.26 NW, 320.61 S
8	OUTFALL	322.96
9	332.17	323.29 NE, 323.62 SE, 329.85 N, 327.46 W
10	334.02	331.70 W, 328.99 E
11	328.86	324.44 SW, 324.21 NW, 324.44 S
12	331.67	328.45
13	333.59	329.58
14	333.65	329.00
15	329.64	324.79 N, 325.42 S
16	335.15	330.47 NW, SW, 330.55 E
17	334.86	331.43
18	334.64	331.59 E



PER, 2010
GE AT

Udo Wood

MANAGER SUPT. OF RECORDS

DAN PRICE LAND SURVEYING

17923 52ND AVE. E. #3
TACOMA, WA 98446
OFFICE (253) 875-8075
FAX (253) 875-8076

THE PEAK BOYS & GIRLS CLUB
4120 86TH AVE NE
MERCER ISLAND, WA 98040

DWN. BY D.PRICE	DATE 29 September 2010	SCALE 1"=40'	SHEET 1/1
CHKD. BY D.PRICE			

CITY OF MERCER ISLAND, WA.
LOT LINE
ADJUSTMENT
NO. SUB 15-014

NORTHWEST QUARTER OF THE NORTHWEST QUARTER
NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.
CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

RECORDING NO.

VOL./PAGE

330 / 056

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDER-SIGNED OWNER(S) OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT LINE ADJUSTMENT THEREOF PURSUANT TO RCW 50.17.040 AND DECLARE THIS ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S) IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

R Dean Mack
Dean Mack, CEO, CEO
NAME AND TITLE FOR
MERCER ISLAND SCHOOL DISTRICT 400

STATE OF WA } SS
COUNTY OF KING }
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT
Dean Mack
SIGNED THIS DECLARATION AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED SEPT 2, 2015
SIGNATURE OF NOTARY PUBLIC *Linda M. Pineau*
PRINTED NAME OF NOTARY PUBLIC **LINDA M. PINEAU**
TITLE **SUPERVISOR**
MY APPOINTMENT EXPIRES 01/1/2015

STATE OF WA } SS
COUNTY OF KING }
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT
SIGNED THIS DECLARATION AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED
SIGNATURE OF NOTARY PUBLIC
PRINTED NAME OF NOTARY PUBLIC
TITLE
MY APPOINTMENT EXPIRES

APPROVAL

REVIEWED FOR CONFORMITY WITH APPLICABLE AND USE REGULATIONS
APPROVED THIS 8th DAY OF September, 2015
Shana Restall
CODE OFFICIAL, CITY OF MERCER ISLAND

APPROVED THIS 3rd DAY OF SEPT., 2015
Shana Restall
CITY ENGINEER, CITY OF MERCER ISLAND

KING COUNTY DEPARTMENT OF ASSESSMENTS
EXAMINED & APPROVED THIS 10th DAY OF September, 2015
Lloyd Hara *Alan Wilton*
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

EXISTING LEGAL DESCRIPTIONS:

LOT 1: (TAX PARCEL 182405-9005-03)
THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE WEST LINE OF THE EAST 30 FEET BOTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTHEAST 42ND STREET WITH THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE NORTH 88°34'41" EAST, ALONG SAID NORTH LINE AND NORTH MARGIN OF SAID SOUTHEAST 42ND STREET, 1932.27 FEET TO THE EAST LINE OF THE WEST 30 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING ON THE EAST MARGIN OF 86TH AVENUE SOUTHEAST;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET;
THENCE SOUTH 88°52'26" EAST 259.00 FEET;
THENCE NORTH 01°04'34" EAST 139.40 FEET;
THENCE NORTH 88°43'50" WEST 11.30 FEET;
THENCE NORTH 01°40'44" EAST 115.90 FEET;
THENCE SOUTH 88°46'16" EAST 10.14 FEET;
THENCE NORTH 00°46'25" EAST 44.62 FEET;
THENCE SOUTH 88°43'50" EAST 105.20 FEET;
THENCE SOUTH 03°24'08" WEST 32.72 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE, 271.57 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE NORTH 01°03'36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 415.01 FEET TO THE NORTH LINE OF THE SOUTH 415 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE 411.96 FEET TO THE EAST LINE OF THE WEST 80 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 01°05'27" WEST, ALONG SAID EAST LINE 415.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG SAID NORTH LINE 886.26 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE SOUTH 01°04'35" WEST, ALONG SAID WEST LINE AND WEST MARGIN 642.22 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,344,660 SQUARE FEET OR 30.869 ACRES OF LAND, MORE OR LESS.

LOT 2: (TAX PARCEL 182405-9045-05)
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE EAST LINE OF THE WEST 30 FEET BOTH OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST MARGIN OF 86TH AVENUE SOUTHEAST WITH THE NORTH MARGIN OF SOUTHEAST 42ND STREET;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°04'34" EAST, ALONG SAID EAST LINE AND EAST MARGIN, 420.00 FEET;
THENCE SOUTH 88°52'26" EAST 149.75 FEET;
THENCE SOUTH 01°07'58" WEST 39.66 FEET;
THENCE SOUTH 57°48'51" EAST 39.96 FEET;
THENCE SOUTH 88°43'50" WEST 69.90 FEET;
THENCE SOUTH 88°15'37" EAST 15.29 FEET;
THENCE SOUTH 00°46'25" WEST 63.60 FEET;
THENCE SOUTH 88°46'16" WEST 10.14 FEET;
THENCE SOUTH 01°40'44" WEST 115.90 FEET;
THENCE NORTH 88°43'50" EAST 11.30 FEET;
THENCE NORTH 01°04'35" WEST, ALONG SAID WEST LINE TO THE SAID EAST MARGIN OF 86TH AVENUE SOUTHEAST AND THE POINT OF BEGINNING.

CONTAINING: 99,782 SQUARE FEET OR 2.290 ACRES OF LAND, MORE OR LESS.

ADJUSTED LEGAL DESCRIPTIONS:

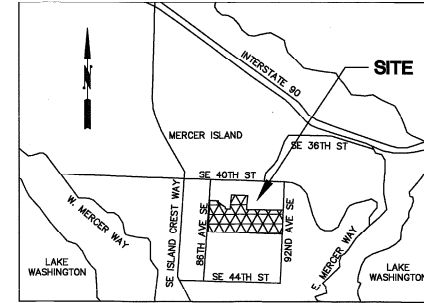
NEW LOT 1:
THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE WEST LINE OF THE EAST 30 FEET BOTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTHEAST 42ND STREET WITH THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE NORTH 88°34'41" WEST, ALONG SAID NORTH LINE AND NORTH MARGIN OF SAID SOUTHEAST 42ND STREET, 1932.27 FEET TO THE EAST LINE OF THE WEST 30 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING ON THE EAST MARGIN OF 86TH AVENUE SOUTHEAST;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET;
THENCE SOUTH 88°52'26" EAST 259.00 FEET;
THENCE NORTH 01°04'34" EAST 139.40 FEET;
THENCE NORTH 88°43'50" WEST 11.30 FEET;
THENCE NORTH 01°05'33" EAST 188.21 FEET;
THENCE SOUTH 80°45'34" EAST 2.05 FEET;
THENCE SOUTH 88°15'37" EAST 15.29 FEET;
THENCE SOUTH 00°46'25" WEST 18.98 FEET;
THENCE SOUTH 88°43'50" EAST 105.20 FEET;
THENCE SOUTH 03°24'08" WEST 32.72 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE, 271.57 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE NORTH 01°03'36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 415.01 FEET TO THE NORTH LINE OF THE SOUTH 415 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE 411.96 FEET TO THE EAST LINE OF THE WEST 80 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 01°05'27" WEST, ALONG SAID EAST LINE 415.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG SAID NORTH LINE 886.26 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE SOUTH 01°04'35" WEST, ALONG SAID WEST LINE AND WEST MARGIN 642.22 FEET TO THE POINT OF BEGINNING.
SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING: 1,346,221 SQUARE FEET OR 30.90 ACRES OF LAND, MORE OR LESS.

NEW LOT 2:
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE EAST LINE OF THE WEST 30 FEET BOTH OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST MARGIN OF 86TH AVENUE SOUTHEAST WITH THE NORTH MARGIN OF SOUTHEAST 42ND STREET;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°04'34" EAST, ALONG SAID EAST LINE AND EAST MARGIN, 420.00 FEET;
THENCE SOUTH 88°52'26" EAST 149.75 FEET;
THENCE SOUTH 01°07'58" WEST 39.66 FEET;
THENCE SOUTH 57°48'51" EAST 39.96 FEET;
THENCE SOUTH 88°43'50" WEST 69.90 FEET;
THENCE SOUTH 88°15'37" EAST 15.29 FEET;
THENCE SOUTH 00°46'25" WEST 63.60 FEET;
THENCE SOUTH 88°46'16" WEST 10.14 FEET;
THENCE SOUTH 01°40'44" WEST 115.90 FEET;
THENCE NORTH 88°43'50" EAST 11.30 FEET;
THENCE NORTH 01°04'35" WEST, ALONG SAID WEST LINE TO THE SAID EAST MARGIN OF 86TH AVENUE SOUTHEAST AND THE POINT OF BEGINNING.
SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING: 98,221 SQUARE FEET OR 2.25 ACRES OF LAND, MORE OR LESS.

VICINITY MAP
NO SCALE



CITY OF MERCER ISLAND, WA.

LOT LINE
ADJUSTMENT
NO. SUB 15-014

NORTHWEST QUARTER OF THE NORTHWEST QUARTER
NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.
CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

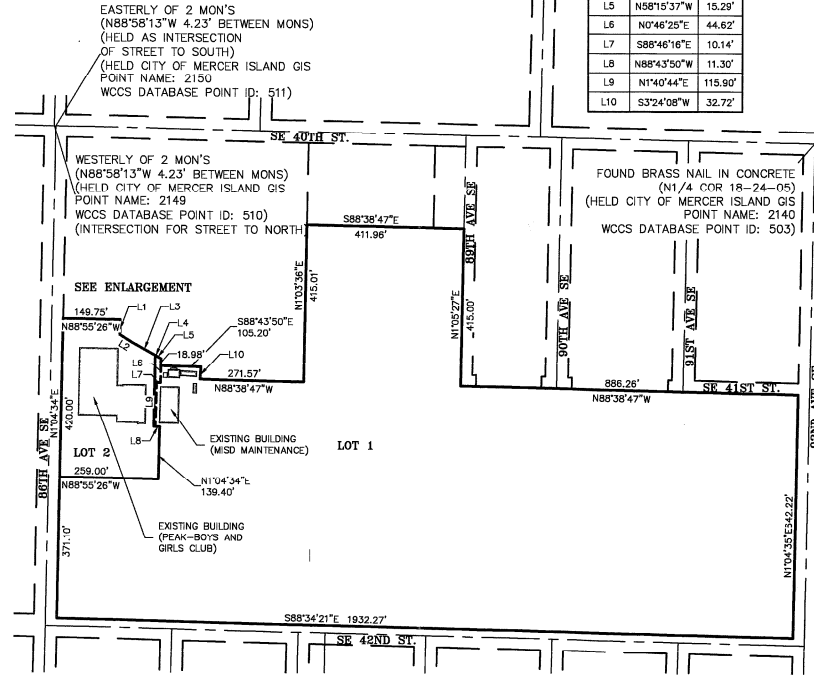
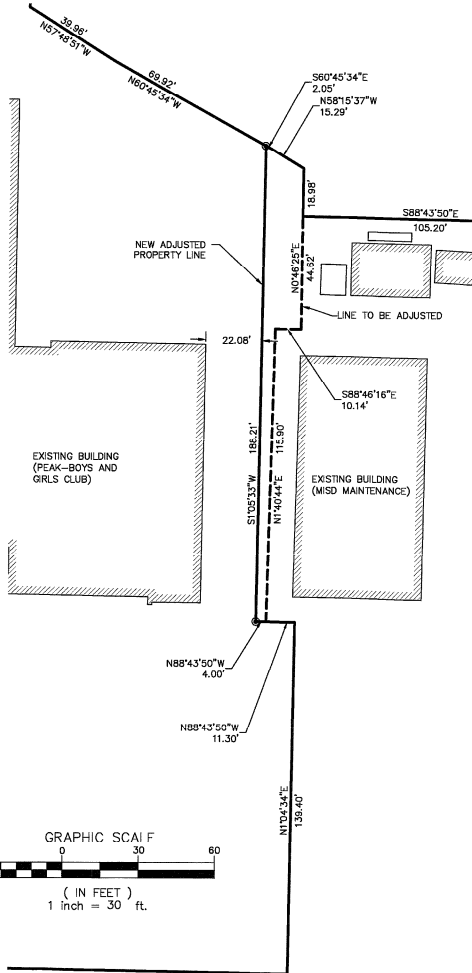
RECORDING NO.

VOL./PAGE

330 / 057

SCALE: 1 INCH = 200 FT.

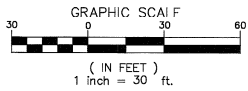
ENLARGEMENT SCALE 1"=30'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N1°07'58\"E	39.66'
L2	N57°48'51\"W	39.98'
L3	N60°45'34\"W	69.92'
L4	S60°45'34\"E	2.05'
L5	N58°15'37\"W	15.29'
L6	N0°46'25\"E	44.62'
L7	S88°46'16\"E	10.14'
L8	N88°43'50\"W	11.30'
L9	N1°40'44\"E	115.90'
L10	S3°24'08\"W	32.72'

LEGEND

● SET REBAR & CAP "PACE 32929"



LOT 1
TAX PARCEL 182405-9005
9100 SE 42ND ST
MERCER ISLAND, WA 98040

LOT 2
TAX PARCEL 182405-9045
4120 86TH AVE NE
MERCER ISLAND, WA 98040



11255 Kirkland Way, Suite 300 Kirkland, WA 98033 www.paceengr.com
Ph: (425) 827-2014 1-800-945-8408 Fax: (425) 827-5043
Kirkland - Seattle

NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.

Mercer Island High School
Lot Line Adjustment

DWN. BY DAB	DATE 9/1/2015	JOB NO. 05525.18
CHKD. BY SDO	SCALE 1"=200' ENL 1"=30'	SHEET 2 OF 3

20150911900004
DATE: 09/01/2015 09:33 AM
DRAWN BY: PACE
CHECKED BY: PACE
PROJECT: LOT LINE ADJUSTMENT, LOT 1, 18A

P:\V\05\05525.18\MIHS.BLA LOT 2\CD 2014\Revised\05525.BLA LOT 2.dwg 8/12/2008 10:00:04 AM

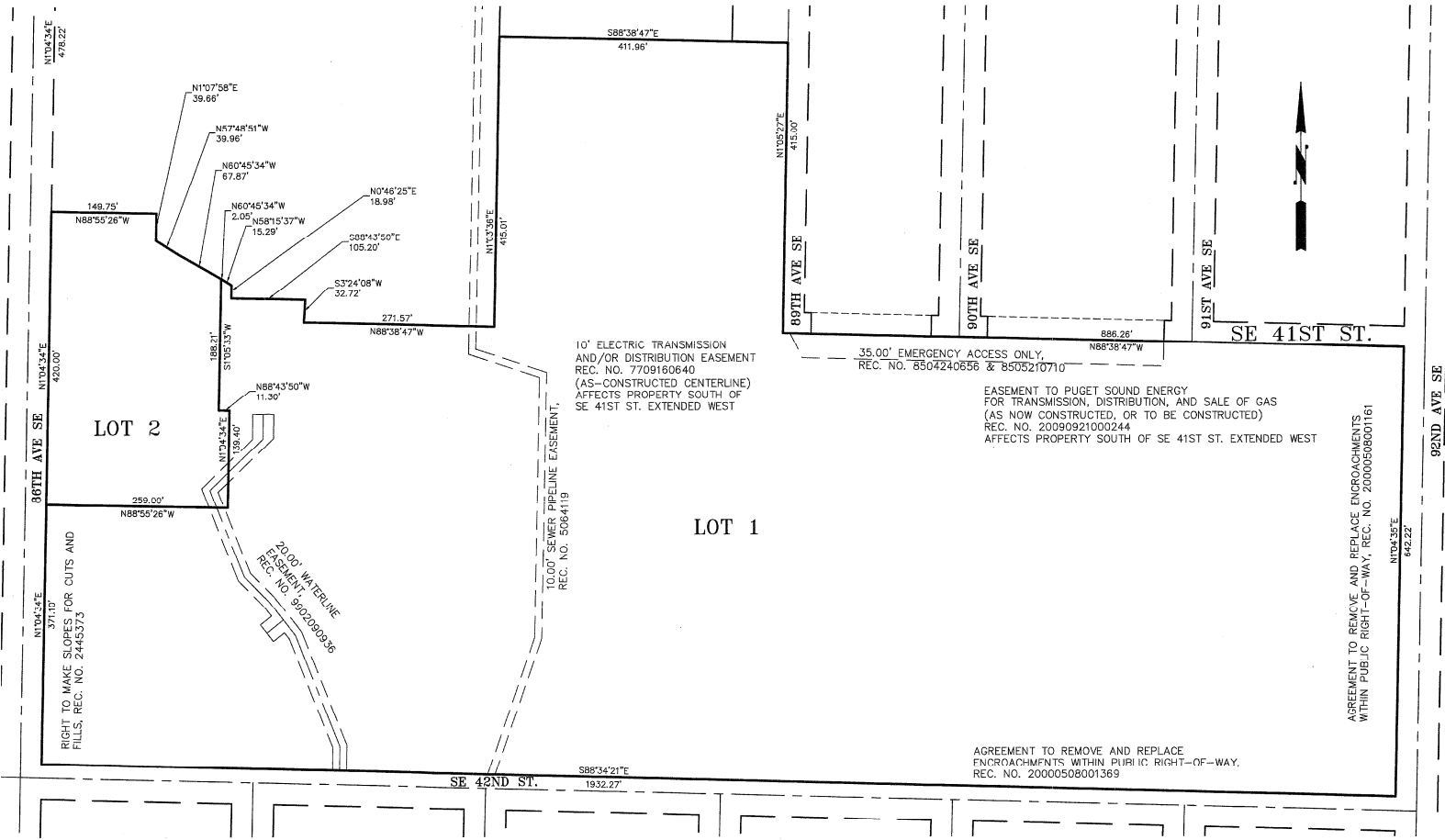
CITY OF MERCER ISLAND, WA.
 LOT LINE
 ADJUSTMENT
 NO. SUB 15-014

NORTHWEST QUARTER OF THE NORTHWEST QUARTER
 NORTHEAST QUARTER OF THE NORTHWEST QUARTER
 SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.
 CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

RECORDING NO.

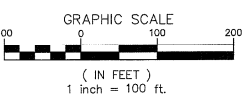
VOL./PAGE

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LOT 2

LOT 1



LOT 1
 TAX PARCEL 182405-9005
 9100 SE 42ND ST
 MERCER ISLAND, WA 98040

LOT 2
 TAX PARCEL 182405-9045
 4120 86TH AVE NE
 MERCER ISLAND, WA 98040



11255 Kirkland Way, Suite 300 Kirkland, WA 98033 www.paceengr.com
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 Kirkland • Seattle

NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE
 NORTHEAST QUARTER OF THE NORTHWEST QUARTER
 SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.

Mercer Island High School
 Lot Line Adjustment

OWN. BY	DATE	JOB NO.
DAB	9/1/2015	05525.18
CHKD. BY	SCALE	SHEET
SDO	1"=100'	3 OF 3

2015091900004
 09/17/2015 11:53 AM VOL. 330 PG. 058
 KING COUNTY, WA

P:\PDR\05525.18\WIS\BLA LOT 2\CD 2015\05525.BLA LOT 2.dwg 8/12/2008 10:00:04 AM

CITY OF MERCER ISLAND, WA.

LOT LINE
ADJUSTMENT
NO. SUB07-008

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDER-SIGNED OWNER(S) OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT LINE ADJUSTMENT THEREOF PURSUANT TO RCW 58.17.040 AND DECLARE THIS ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S) IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

Elizabeth Quinn Associate Superintendent
NAME AND TITLE FOR
MERCER ISLAND SCHOOL DISTRICT 400

STATE OF Wa)
COUNTY OF King) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT
Elizabeth Quinn

IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGE IT AS THE Associate Superintendent

Mercer Island School District TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 5/1/09
SIGNATURE OF Maryanne Coorssen
NOTARY PUBLIC
PRINTED NAME OF Maryanne Coorssen
NOTARY PUBLIC
TITLE Notary
MY APPOINTMENT EXPIRES 10/21/09



STATE OF _____)
COUNTY OF _____) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT

SIGNED THIS DECLARATION AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____
SIGNATURE OF _____
NOTARY PUBLIC
PRINTED NAME OF _____
NOTARY PUBLIC
TITLE _____
MY APPOINTMENT EXPIRES _____



MANAGER

Sam Raymond
SUBJ. OF RECORDS

APPROVAL

REVIEWED FOR CONFORMITY WITH APPLICABLE LAND USE REGULATIONS

APPROVED THIS 4TH DAY OF MAY 2009
George Quinn
PLANNER, CITY OF MERCER ISLAND

APPROVED THIS 4TH DAY OF MAY 2009
Lee P. ...
CITY ENGINEER, CITY OF MERCER ISLAND

KING COUNTY DEPARTMENT OF ASSESSMENTS
EXAMINED & APPROVED THIS 6TH DAY OF May, 2009
Scott Noble Alan ...
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

TAX ACCOUNT NUMBERS:

- 182405-9006-02
- 182405-9005-03
- 182405-9045-05
- 182405-9043-07

OLD LEGAL DESCRIPTIONS:

(PER TICOR TITLE COMPANY, PLAT CERTIFICATE, 3RD REPORT, ORDER NO.: 6936715-1, DATED FEBRUARY 19, 2009)

PARCEL A: (182405-9006-02)

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEEDS RECORDED UNDER RECORDING NUMBERS 2885584 AND 2888916.

PARCEL B: (182405-9005-03)

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2445373.

ALSO EXCEPT THE SOUTH 20 FEET AND THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROADS BY DEED RECORDED UNDER RECORDING NUMBER 4389795.

PARCEL C: (182405-9045-05)

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 345 FEET OF THE EAST 135 FEET;

ALSO EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2879229;

TOGETHER WITH THE SOUTH 415 FEET OF THE WEST 80 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18.

PARCEL D: (182405-9043-07)

THE NORTH 345 FEET OF THE EAST 135 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2879229.

LAND SURVEYOR'S CERTIFICATE

THIS LOT LINE ADJUSTMENT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES. IN ...January..., 2009.

Paul R. ...
CERTIFICATE NO. 32429



Mercer Island High School Lot Line Adjustment

DWN. BY	DATE	JOB NO.
RLH	01/21/2009	05525.12
CHKD. BY	SCALE	SHEET
URF	N/A	1 OF 6

APPROVAL NOTES:

THIS REQUEST QUALIFIES FOR EXEMPTION UNDER MISC 19.08.020. IT DOES NOT GUARANTEE THAT THE LOTS WILL BE SUITABLE FOR DEVELOPMENT NOW OR IN THE FUTURE. THE LEGAL TRANSFER OF THE PROPERTY MUST BE DONE BY SEPARATE INSTRUMENT UNLESS ALL LOTS HEREIN ARE UNDER THE SAME OWNERSHIP.

RECORDING NO.

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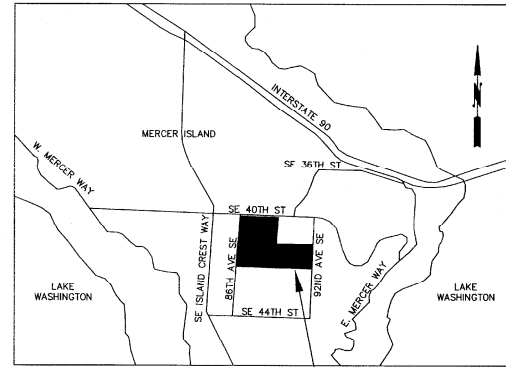
SCALE: 1 INCH = N/A FT.

PORTIONS OF

NE 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M.
NW 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M.

VICINITY MAP

NO SCALE



SITE

NOTES:

HORIZONTAL DATUM:
NAD 83/91 WASHINGTON, NORTH ZONE, BASED ON GPS MEASUREMENTS CONSTRAINED TO THE HARN NETWORK AND MERCER ISLAND CONTROL POINT NUMBERS 2149, 2150, AND 2171.

VERTICAL DATUM:
NAVD 88 BASED ON MERCER ISLAND CONTROL POINT NUMBERS 2149, 2150, AND 2171.

ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

THE LOCATION AND DESCRIPTION OF ALL SURVEY MARKERS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS TAKEN ON FEBRUARY, 2005, UNLESS OTHERWISE INDICATED.

WORK PERFORMED IN CONJUNCTION WITH THIS SURVEY UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES: (A) 2" GEODIMETER 600 SERIES ELECTRONIC TOTAL STATION, MAINTAINED TO THE MANUFACTURER'S SPECIFICATIONS PER W.A.C. 332-130-100. (B) FIELD TRAVERSE, EXCEEDING REQUIREMENTS SET FORTH IN W.A.C. 332-130-100. (C) TRIMBLE 4700 OR 5700 GPS RECEIVERS OPERATED IN RTK MODE WITH A MAXIMUM POSITIONAL TOLERANCE OF 2 CENTIMETERS.

THIS TOPOGRAPHIC SURVEY DRAWING ACCURATELY PRESENTS SURFACE FEATURES LOCATED DURING THE COURSE OF THIS SURVEY. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED SOLELY UPON INFORMATION PROVIDED BY OTHERS AND PACE ENGINEERS, INC. DOES NOT ACCEPT RESPONSIBILITY OR ASSUME LIABILITY FOR THEIR ACCURACY OR COMPLETENESS. CONTRACTOR/ENGINEERS SHALL VERIFY EXACT SIZE AND LOCATION PRIOR TO CONSTRUCTION.
CALL FOR LOCATE: UTILITY LOCATION SERVICE 1-800-425-5555.

ALL MONUMENTS INDICATED AS FOUND WERE RECOVERED DURING THE COURSE OF THIS SURVEY AT THE DATE SHOWN IN THE SURVEYOR'S CERTIFICATE, UNLESS OTHERWISE NOTED.

REV. 04/16/2009

FAVPS 03523130045232 SRV. B.A. REC. 4/15/2009 P. 4620 PH. EXT.

CITY OF MERCER ISLAND, WA.

LOT LINE
ADJUSTMENT
NO. SUB07-008

RECORDING NO.	VOL./PAGE 262/067
PORTION OF NE 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M. NW 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M.	

ADJUSTED LEGAL DESCRIPTIONS:

NEW LOT 1:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE WEST LINE OF THE EAST 30 FEET BOTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTHEAST 42ND STREET WITH THE WEST MARGIN OF 82ND AVENUE SOUTHEAST;

THENCE NORTH 88°34'21" WEST, ALONG SAID NORTH LINE AND NORTH MARGIN OF SAID SOUTHEAST 42ND STREET, 1932.27 FEET TO THE EAST LINE OF THE WEST 30 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING ON THE EAST MARGIN OF 86TH AVENUE SOUTHEAST;

THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET;

THENCE SOUTH 88°55'26" EAST 259.00 FEET;

THENCE NORTH 01°04'34" EAST 139.40 FEET;

THENCE NORTH 88°43'50" WEST 11.30 FEET;

THENCE NORTH 01°40'44" EAST 115.90 FEET;

THENCE SOUTH 88°46'16" EAST 10.14 FEET;

THENCE NORTH 00°46'25" EAST 44.62 FEET;

THENCE SOUTH 88°43'50" EAST 105.20 FEET;

THENCE SOUTH 03°24'08" WEST 32.72 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE, 271.57 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE NORTH 01°03'36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 415.01 FEET TO THE NORTH LINE OF THE SOUTH 415 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE 411.96 FEET TO THE EAST LINE OF THE WEST 80 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 01°05'27" WEST, ALONG SAID EAST LINE 415.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 88°18'47" EAST, ALONG SAID NORTH LINE 886.26 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;

THENCE SOUTH 01°04'35" WEST, ALONG SAID WEST LINE AND WEST MARGIN 642.22 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,344,660 SQUARE FEET OR 30.869 ACRES OF LAND, MORE OR LESS.

NEW LOT 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE EAST LINE OF THE WEST 30 FEET BOTH OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST MARGIN OF 86TH AVENUE SOUTHEAST WITH THE NORTH MARGIN OF SOUTHEAST 42ND STREET;

THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°04'34" EAST, ALONG SAID EAST LINE AND EAST MARGIN, 420.00 FEET;

THENCE SOUTH 88°55'26" EAST 149.75 FEET;

THENCE SOUTH 01°07'58" WEST 39.66 FEET;

THENCE SOUTH 57°48'51" EAST 39.96 FEET;

THENCE SOUTH 60°45'34" EAST 69.92 FEET;

THENCE SOUTH 88°15'37" EAST 15.29 FEET;

THENCE SOUTH 00°46'25" WEST 63.60 FEET;

THENCE NORTH 88°46'16" WEST 10.14 FEET;

THENCE SOUTH 01°40'44" WEST 115.90 FEET;

THENCE SOUTH 88°43'50" EAST 11.30 FEET;

THENCE SOUTH 01°04'34" WEST 139.40 FEET;

THENCE NORTH 88°55'26" WEST 259.00 FEET TO THE SAID EAST MARGIN OF 86TH AVENUE SOUTHEAST AND THE POINT OF BEGINNING.

CONTAINING: 99,782 SQUARE FEET OR 2.290 ACRES OF LAND, MORE OR LESS.

ADJUSTED LEGAL DESCRIPTIONS:

NEW LOT 3:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 30 FEET WITH THE EAST LINE OF THE WEST 30 FEET BOTH OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST MARGIN OF 86TH AVENUE SOUTHEAST WITH THE SOUTH MARGIN OF SOUTHEAST 40TH STREET;

THENCE SOUTH 88°43'27" EAST, ALONG SAID SOUTH LINE AND SOUTH MARGIN, 634.09 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 01°03'36" WEST, ALONG SAID EAST LINE, 630.45 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE NORTH 88°38'47" WEST, ALONG SAID SOUTH LINE, 271.57 FEET;

THENCE NORTH 03°24'08" EAST 32.72 FEET;

THENCE NORTH 88°43'50" WEST 105.20 FEET;

THENCE NORTH 00°46'25" EAST 18.98 FEET;

THENCE NORTH 88°15'37" WEST 15.29 FEET;

THENCE NORTH 60°45'34" WEST 69.92 FEET;

THENCE NORTH 57°48'51" WEST 39.96 FEET;

THENCE NORTH 01°07'58" EAST 39.66 FEET;

THENCE NORTH 88°55'26" WEST 149.75 FEET TO THE SAID EAST MARGIN OF 86TH AVENUE SOUTHEAST;

THENCE NORTH 01°04'34" EAST, ALONG SAID EAST MARGIN, 478.22 FEET TO THE POINT OF BEGINNING.

CONTAINING: 364,525 SQUARE FEET OR 8.368 ACRES OF LAND, MORE OR LESS.

NEW LOT 4:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 18, TOWNSHIP 24 N., RANGE 5 E., W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; EXCEPT THE SOUTH 415 FEET THEREOF; ALSO EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2879229;

CONTAINING: 71,610 SQUARE FEET OR 1.643 ACRES OF LAND, MORE OR LESS.

20090506900003
 2009 MAY 11 11:33 AM
 KING COUNTY, WA

A:\005\0555512\COM\0525-337-BLA.DWG 4/16/2009 2:45:50 PM PLOT

REV. 04/16/2009



PACE
 An Engineering Services Company
 11255 Kirkland Way, Suite 300, Kirkland, WA 98033 www.paceengrs.com
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 Kirkland • Seattle • Oregon City

Mercer Island High School
 Lot Line Adjustment

DWN. BY RLH	DATE 01/21/2009	JOB NO. 05525.12
CHKD. BY DRF	SCALE N/A	SHEET 2 OF 6

CITY OF MERCER ISLAND, WA.

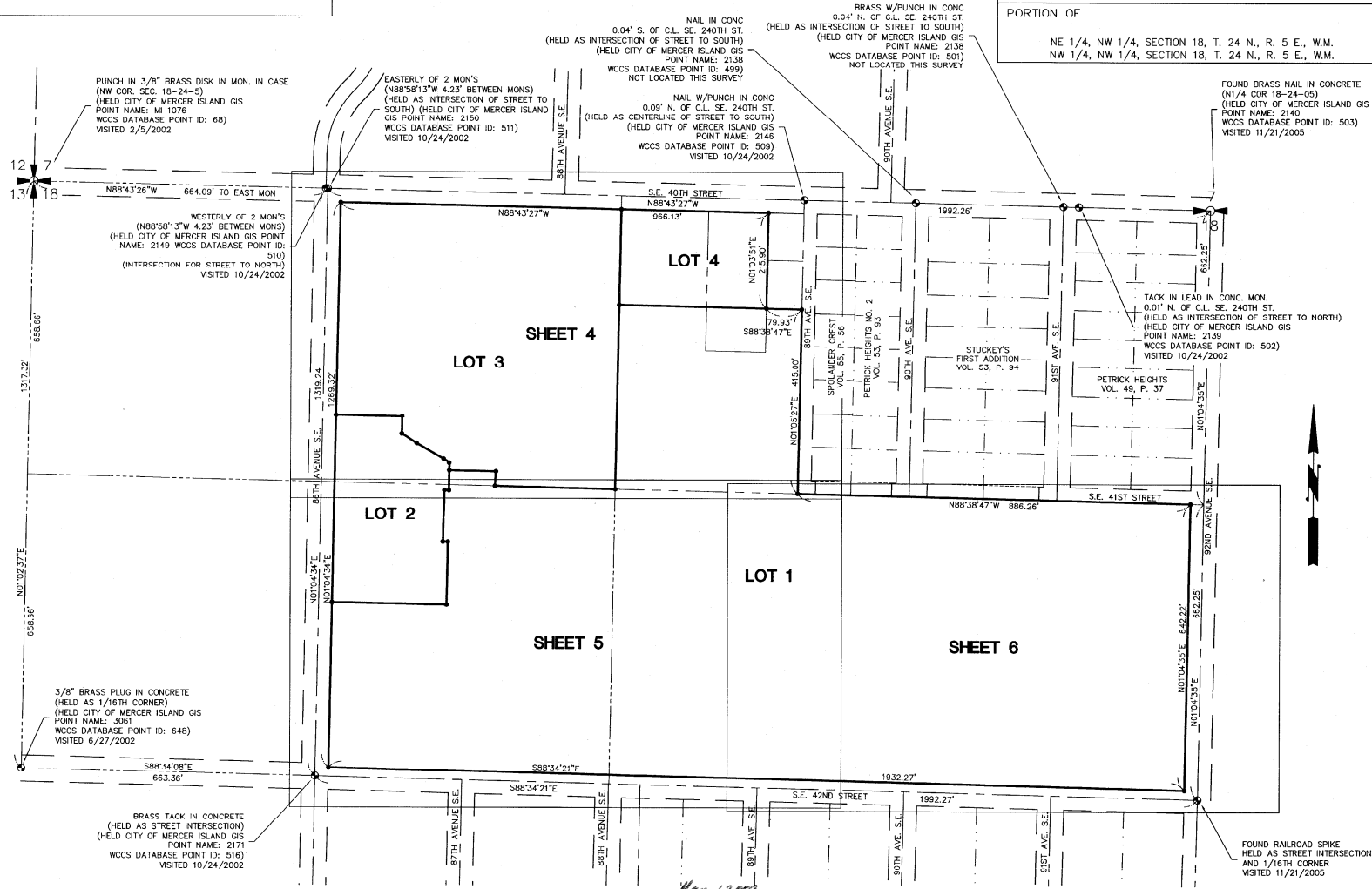
LOT LINE
ADJUSTMENT
NO. SUB07-008

INDEX SHEET

RECORDING NO. VOL./PAGE
262/068

SCALE: 1 INCH = 160 FT.

PORTION OF
NE 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M.
NW 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M.



20090506900003
 151.80
 ADDRESS OF THE BUREAU
 1111 1ST AVE
 KING COUNTY, WA 98148

P:\2009\05253\LEV\G\05253-REV-B.dwg 4/16/2009 2:46:00 PM PJT

REV. 04/16/2009



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Mercer Island High School
Lot Line Adjustment

DWN. BY	DATE	JOB NO.
RLH	01/21/2009	05525.12
CHKD. BY	SCALE	SHEET
DRF	1" = 150'	3 OF 6

CITY OF MERCER ISLAND, WA.

LOT LINE ADJUSTMENT NO. SUB07-008

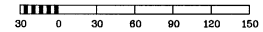
THE ENTIRE MERCER ISLAND HIGH SCHOOL CAMPUS PROPERTY (TAX LOTS 182405-9005, 182405-9006, 182405-9043, AND 182405-9045) IS SUBJECT TO PRIVATE DEVELOPMENT AGREEMENT, REC. NO. 20061106002526 AND MODIFIED BY RECORDING NO'S. 20080460001088, 20080460001155 AND 20080490001196.

RECORDING NO.

VOL./PAGE

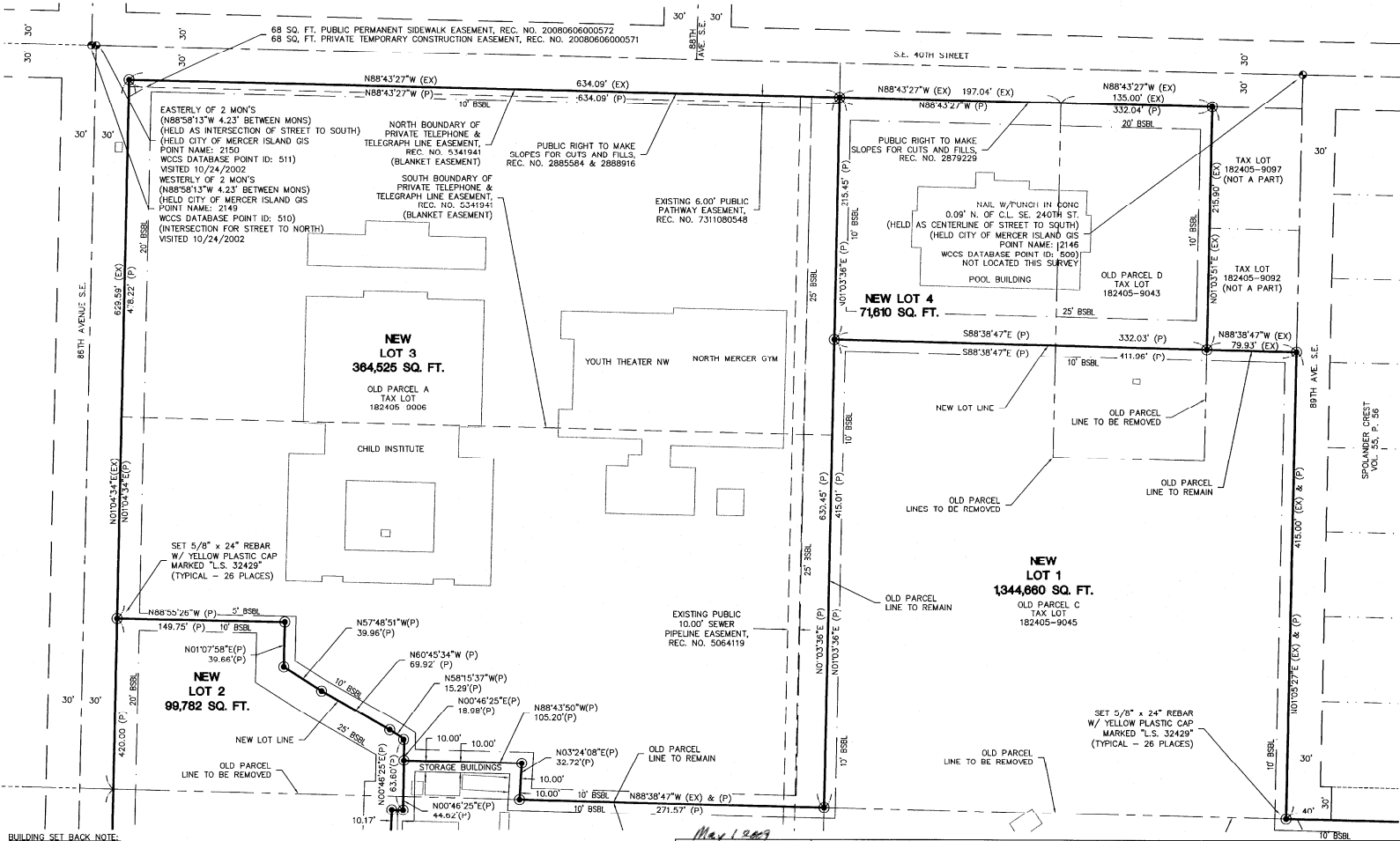
262/069

SCALE: 1 INCH = 60 FT.



PORTIONS OF

NE 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M. NW 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M.



BUILDING SET BACK NOTE:

BUILDING SET BACK LINES (BSBL'S) PORTRAYED HEREON ARE BASED UPON THE STANDARD CONDITIONS CONTEMPLATED BY TITLE 19 OF THE MERCER ISLAND CITY CODE. THE CITY CODE RECOGNIZES THAT A DETERMINATION OF FRONT AND REAR SETBACKS FOR LOTS HAVING MORE THAN ONE STREET FRONTAGE MAY BE INFLUENCED BY BUILDING ACCESS AND ORIENTATION (MCC 19.02.020(C)). THEREFORE, A FINAL DETERMINATION OF FRONT AND REAR SETBACK LINES MUST BE MADE BY THE CODE OFFICIAL, CONSISTENT WITH APPLICABLE CODE REQUIREMENTS, IN CONNECTION WITH ANY FUTURE BUILDING PERMIT APPLICATION, NOTWITHSTANDING THE BUILDING SETBACK LINES PORTRAYED HEREON. SIMILARLY, MCC 19.02.020(C) PROVIDES FOR A RANGE OF SIDE YARD MINIMUMS FROM FIVE FEET (5') TO TEN FEET (10') WITH A COMBINED MINIMUM FOR EACH LOT OF FIFTEEN FEET (15') AS PORTRAYED HEREON. A FINAL DETERMINATION REGARDING SIDE YARD SETBACKS WILL BE MADE BY THE CODE OFFICIAL, CONSISTENT WITH APPLICABLE CODE REQUIREMENTS, IN CONNECTION WITH ANY FUTURE BUILDING PERMIT APPLICATION, NOTWITHSTANDING THE BUILDING SETBACK LINES PORTRAYED HEREON.

REV. 04/16/2009



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Mercer Island High School Lot Line Adjustment		
DWN. BY	DATE	JOB NO.
RLH	01/21/2009	05525.12
CHKD. BY	SCALE	SHEET
DRF	1" = 60'	4 OF 6

20090506900003
131.00
RECEIVED BY THE CITY OF MERCER ISLAND
DATE: 05/11/09 10:45 AM

P:\05\052512\EN\052512-EN-CAD\SS251-SRV-RLA.dwg, 4/16/2009, 2:46:20 PM, PHT

CITY OF MERCER ISLAND, WA.

LOT LINE
ADJUSTMENT
NO. SUB07-008

THE ENTIRE MERCER ISLAND HIGH SCHOOL CAMPUS PROPERTY (TAX LOTS 182405-9005, 182405-9006, 182405-9043, AND 182405-9045) IS SUBJECT TO PRIVATE DEVELOPMENT AGREEMENT, REC. NO. 200611060107526 AND MODIFIED BY RECORDING NO'S. 20085403601068, 20086409001195 AND 20080409001196.

RECORDING NO.

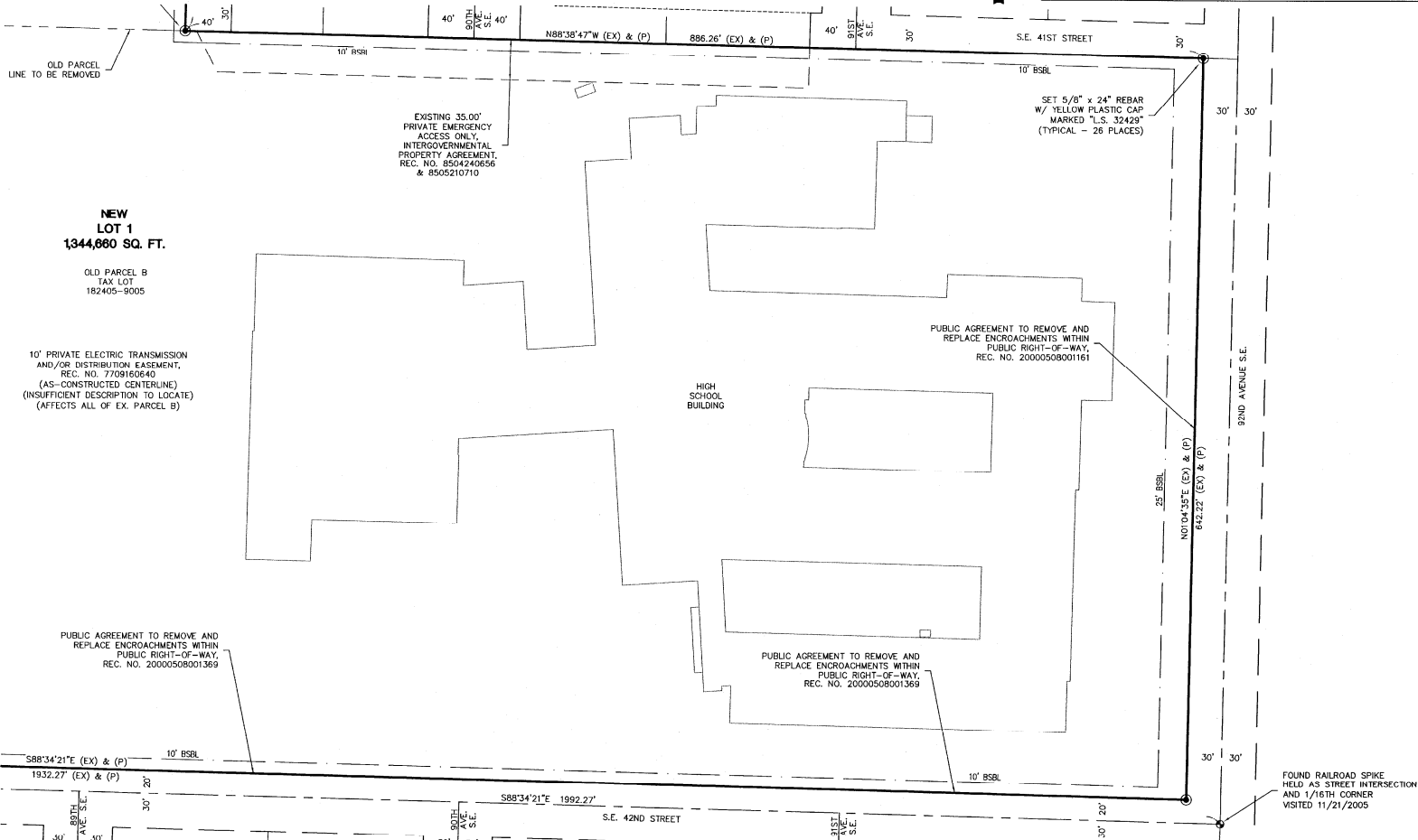
VOL./PAGE

262/071

SCALE:

PORTIONS OF

NE 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M.
NW 1/4, NW 1/4, SECTION 18, T. 24 N., R. 5 E., W.M.



**NEW
LOT 1
1,344,880 SQ. FT.**

OLD PARCEL B
TAX LOT
182405-9005

10' PRIVATE ELECTRIC TRANSMISSION
AND/OR DISTRIBUTION EASEMENT,
REC. NO. 7709160640
(AS-CONSTRUCTED CENTERLINE)
(INSUFFICIENT DESCRIPTION TO LOCATE)
(AFFECTS ALL OF EX. PARCEL B)

EXISTING 35.00'
PRIVATE EMERGENCY
ACCESS ONLY,
INTERGOVERNMENTAL
PROPERTY AGREEMENT,
REC. NO. 8504240656
& 8505210710

SET 5/8" x 24" REBAR
W/ YELLOW PLASTIC CAP
MARKED "L.S. 32429"
(TYPICAL - 26 PLACES)

PUBLIC AGREEMENT TO REMOVE AND
REPLACE ENCROACHMENTS WITHIN
PUBLIC RIGHT-OF-WAY,
REC. NO. 20000508001369

PUBLIC AGREEMENT TO REMOVE AND
REPLACE ENCROACHMENTS WITHIN
PUBLIC RIGHT-OF-WAY,
REC. NO. 20000508001369

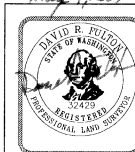
PUBLIC AGREEMENT TO REMOVE AND
REPLACE ENCROACHMENTS WITHIN
PUBLIC RIGHT-OF-WAY,
REC. NO. 20000508001369

FOUND RAILROAD SPIKE
HELD AS STREET INTERSECTION
AND 1/16TH CORNER
VISITED 11/21/2005

BUILDING SET BACK NOTE:

BUILDING SET BACK LINES (BSBL) PORTRAYED HEREON ARE BASED UPON THE STANDARD CONDITIONS CONTEMPLATED BY TITLE 19 OF THE MERCER ISLAND CITY CODE. THE CITY CODE REGULATES THE DETERMINATION OF FRONT AND REAR SETBACKS FOR LOTS HAVING MORE THAN ONE STREET FRONTAGE MAY BE INFLUENCED BY BUILDING ACCESS AND ORIENTATION (MCC 19.02.020(C)). THEREFORE, A FINAL DETERMINATION OF FRONT AND REAR SETBACK LINES MUST BE MADE BY THE CODE OFFICIAL, CONSISTENT WITH APPLICABLE CODE REQUIREMENTS, IN CONNECTION WITH ANY FUTURE BUILDING PERMIT APPLICATION, NOTWITHSTANDING THE BUILDING SETBACK LINES PORTRAYED HEREON. SIMILARLY, MCC 19.02.020(C) PROVIDES FOR A RANGE OF SIDE YARD MINIMUMS FROM FIVE FEET (5') TO TEN FEET (10') WITH A COMBINED MINIMUM FOR EACH LOT OF FIFTEEN FEET (15') AS PORTRAYED HEREON. A FINAL DETERMINATION REGARDING SIDE YARD SETBACKS WILL BE MADE BY THE CODE OFFICIAL, CONSISTENT WITH APPLICABLE CODE REQUIREMENTS, IN CONNECTION WITH ANY FUTURE BUILDING PERMIT APPLICATION, NOTWITHSTANDING THE BUILDING SETBACK LINES PORTRAYED HEREON.

REV. 04/16/2009



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**Mercer Island High School
Lot Line Adjustment**

DWN. BY	DATE	JOB NO.
RLH	01/21/2009	05525.12
CHKD. BY	SCALE	SHEET
URF	1" = 60'	6 OF 6



20090505900003

P:\MID\0505900003\SERV\BLA.dwg 4/16/2009 2:45:20 PM DIT

CITY OF MERCER ISLAND, WA.
LOT LINE
ADJUSTMENT
NO. SUB 15-014

NORTHWEST QUARTER OF THE NORTHWEST QUARTER
NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.
CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

RECORDING NO.

VOL./PAGE

330 / 056

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDER-SIGNED OWNER(S) OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT LINE ADJUSTMENT THEREOF PURSUANT TO RCW 50.17.040 AND DECLARE THIS ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S) IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

R Dean Mack
Dean Mack, CEO, CEO
NAME AND TITLE FOR
MERCER ISLAND SCHOOL DISTRICT 400

STATE OF WA } SS
COUNTY OF KING }
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT
Dean Mack
SIGNED THIS DECLARATION AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED SEPT 2, 2015
SIGNATURE OF NOTARY PUBLIC *Linda M. Pineau*
PRINTED NAME OF NOTARY PUBLIC **LINDA M. PINEAU**
TITLE **SUPERVISOR**
MY APPOINTMENT EXPIRES 01/1/2015

STATE OF WA } SS
COUNTY OF KING }
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT
SIGNED THIS DECLARATION AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED
SIGNATURE OF NOTARY PUBLIC
PRINTED NAME OF NOTARY PUBLIC
TITLE
MY APPOINTMENT EXPIRES

APPROVAL

REVIEWED FOR CONFORMITY WITH APPLICABLE AND USE REGULATIONS
APPROVED THIS 8th DAY OF September, 2015
Shana Restall
CODE OFFICIAL, CITY OF MERCER ISLAND

APPROVED THIS 3rd DAY OF SEPT., 2015
Shana Restall
CITY ENGINEER, CITY OF MERCER ISLAND

KING COUNTY DEPARTMENT OF ASSESSMENTS
EXAMINED & APPROVED THIS 10th DAY OF September, 2015
Lloyd Hara *Alan Wilton*
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

EXISTING LEGAL DESCRIPTIONS:

LOT 1: (TAX PARCEL 182405-9005-03)
THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE WEST LINE OF THE EAST 30 FEET BOTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTHEAST 42ND STREET WITH THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE NORTH 88°34'41" EAST, ALONG SAID NORTH LINE AND NORTH MARGIN OF SAID SOUTHEAST 42ND STREET, 1932.27 FEET TO THE EAST LINE OF THE WEST 30 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING ON THE EAST MARGIN OF 86TH AVENUE SOUTHEAST;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET;
THENCE SOUTH 88°52'26" EAST 259.00 FEET;
THENCE NORTH 01°04'34" EAST 139.40 FEET;
THENCE NORTH 88°43'50" WEST 11.30 FEET;
THENCE NORTH 01°40'44" EAST 115.90 FEET;
THENCE SOUTH 88°46'16" EAST 10.14 FEET;
THENCE NORTH 00°46'25" EAST 44.62 FEET;
THENCE SOUTH 88°43'50" EAST 105.20 FEET;
THENCE SOUTH 03°24'08" WEST 32.72 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE, 271.57 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE NORTH 01°03'36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 415.01 FEET TO THE NORTH LINE OF THE SOUTH 415 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE 411.96 FEET TO THE EAST LINE OF THE WEST 80 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 01°05'27" WEST, ALONG SAID EAST LINE 415.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG SAID NORTH LINE 886.26 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE SOUTH 01°04'35" WEST, ALONG SAID WEST LINE AND WEST MARGIN 642.22 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,344,660 SQUARE FEET OR 30.869 ACRES OF LAND, MORE OR LESS.

LOT 2: (TAX PARCEL 182405-9045-05)
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE EAST LINE OF THE WEST 30 FEET BOTH OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST MARGIN OF 86TH AVENUE SOUTHEAST WITH THE NORTH MARGIN OF SOUTHEAST 42ND STREET;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°04'34" EAST, ALONG SAID EAST LINE AND EAST MARGIN, 420.00 FEET;
THENCE SOUTH 88°52'26" EAST 149.75 FEET;
THENCE SOUTH 01°07'58" WEST 39.66 FEET;
THENCE SOUTH 57°48'51" EAST 39.96 FEET;
THENCE SOUTH 88°43'50" WEST 69.90 FEET;
THENCE SOUTH 88°15'37" EAST 15.29 FEET;
THENCE SOUTH 00°46'25" WEST 63.60 FEET;
THENCE SOUTH 88°46'16" WEST 10.14 FEET;
THENCE SOUTH 01°40'44" WEST 115.90 FEET;
THENCE NORTH 88°43'50" EAST 11.30 FEET;
THENCE NORTH 01°04'35" WEST, ALONG THE SAID EAST MARGIN OF 86TH AVENUE SOUTHEAST AND THE POINT OF BEGINNING.

CONTAINING: 99,782 SQUARE FEET OR 2.290 ACRES OF LAND, MORE OR LESS.

ADJUSTED LEGAL DESCRIPTIONS:

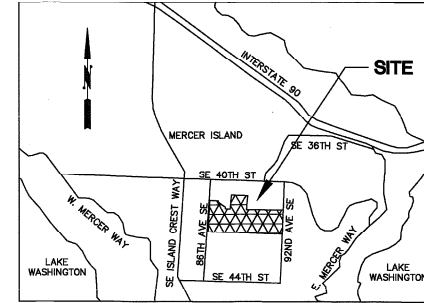
NEW LOT 1:
THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE WEST LINE OF THE EAST 30 FEET BOTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTHEAST 42ND STREET WITH THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE NORTH 88°34'41" WEST, ALONG SAID NORTH LINE AND NORTH MARGIN OF SAID SOUTHEAST 42ND STREET, 1932.27 FEET TO THE EAST LINE OF THE WEST 30 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING ON THE EAST MARGIN OF 86TH AVENUE SOUTHEAST;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET;
THENCE SOUTH 88°52'26" EAST 259.00 FEET;
THENCE NORTH 01°04'34" EAST 139.40 FEET;
THENCE NORTH 88°43'50" WEST 11.30 FEET;
THENCE NORTH 01°05'33" EAST 188.21 FEET;
THENCE SOUTH 80°45'34" EAST 2.05 FEET;
THENCE SOUTH 88°15'37" EAST 15.29 FEET;
THENCE SOUTH 00°46'25" WEST 18.98 FEET;
THENCE SOUTH 88°43'50" EAST 105.20 FEET;
THENCE SOUTH 03°24'08" WEST 32.72 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE, 271.57 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE NORTH 01°03'36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 415.01 FEET TO THE NORTH LINE OF THE SOUTH 415 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG THE SAID NORTH LINE 411.96 FEET TO THE EAST LINE OF THE WEST 80 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 01°05'27" WEST, ALONG SAID EAST LINE 415.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 88°38'47" EAST, ALONG SAID NORTH LINE 886.26 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING ON THE WEST MARGIN OF 92ND AVENUE SOUTHEAST;
THENCE SOUTH 01°04'35" WEST, ALONG SAID WEST LINE AND WEST MARGIN 642.22 FEET TO THE POINT OF BEGINNING.
SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING: 1,346,221 SQUARE FEET OR 30.90 ACRES OF LAND, MORE OR LESS.

NEW LOT 2:
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 20 FEET WITH THE EAST LINE OF THE WEST 30 FEET BOTH OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST MARGIN OF 86TH AVENUE SOUTHEAST WITH THE NORTH MARGIN OF SOUTHEAST 42ND STREET;
THENCE NORTH 01°04'34" EAST, ALONG THE SAID EAST LINE AND EAST MARGIN, 371.10 FEET AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°04'34" EAST, ALONG SAID EAST LINE AND EAST MARGIN, 420.00 FEET;
THENCE SOUTH 88°52'26" EAST 149.75 FEET;
THENCE SOUTH 01°07'58" WEST 39.66 FEET;
THENCE SOUTH 57°48'51" EAST 39.96 FEET;
THENCE SOUTH 88°43'50" WEST 69.90 FEET;
THENCE SOUTH 88°15'37" EAST 15.29 FEET;
THENCE SOUTH 00°46'25" WEST 63.60 FEET;
THENCE SOUTH 88°46'16" WEST 10.14 FEET;
THENCE SOUTH 01°40'44" WEST 115.90 FEET;
THENCE NORTH 88°43'50" EAST 11.30 FEET;
THENCE NORTH 01°04'35" WEST, ALONG THE SAID EAST MARGIN OF 86TH AVENUE SOUTHEAST AND THE POINT OF BEGINNING.
SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING: 98,221 SQUARE FEET OR 2.25 ACRES OF LAND, MORE OR LESS.

VICINITY MAP
NO SCALE



NOTES:

HORIZONTAL DATUM:
MERCER ISLAND DATUM, NAD 83/91 WASHINGTON, NORTH ZONE, BASED ON TERRESTRIAL TRAVERSE THROUGH MERCER ISLAND. POINT NUMBERS 2140 AND 2150.
VERTICAL DATUM:
NAVD 88 BASED ON MERCER ISLAND CONTROL POINT NUMBERS 2140 AND 2150.
ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
BASIS OF MEASUREMENT:
ALL BOUNDARIES AS SHOWN HEREON ARE BASED ON CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NO. SUB07-008 AS RECORDED IN VOL. 262 OF SURVEYS ON PAGES 66-71 UNDER REG. NO. 2009050600003, RECORDS OF KING COUNTY, WASHINGTON.
WORK PERFORMED IN CONJUNCTION WITH THIS SURVEY UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES: (A) 1" TRIMBLE 56 SERIES ELECTRONIC TOTAL STATION, MAINTAINED TO THE MANUFACTURER'S SPECIFICATIONS PER W.A.C. 332-130-100. (B) FIELD TRAVERSE, EXCEEDING REQUIREMENTS SET FORTH IN W.A.C. 332-130-090.

TAX PARCEL 182405-9045
4120 86TH AVE. NE
MERCER ISLAND, WA 98040
TAX PARCEL 182405-9005
9100 SE 42ND ST
MERCER ISLAND, WA 98040

NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.

LAND SURVEYOR'S CERTIFICATE

THIS BOUNDARY LINE ADJUSTMENT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES IN SEPTEMBER, 2015.
S. O'Hara
S. O'HARA, PLS
CERTIFICATE NO. 38985



PACE
An Engineering Services Company
11255 Kirkland Way, Suite 300 Kirkland, WA 98033
Ph: (425) 827-2014 1-800-945-8408 FAX: (425) 827-5043
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Mercer Island High School
Lot Line Adjustment

DWN. BY	DATE	JOB NO.
DAB	9/1/2015	05525.18
CHKD. BY	SHEET	
SDO	1 OF 3	

RECORDER'S CERTIFICATE
TO AT
REQUEST OF
20150911900004
FOR PAGE-081 OF 083 VOL 330 PG 056
09/11/2015 11:14
KING COUNTY, WA

CITY OF MERCER ISLAND, WA.

LOT LINE
ADJUSTMENT
NO. SUB 15-014

NORTHWEST QUARTER OF THE NORTHWEST QUARTER
NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.
CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

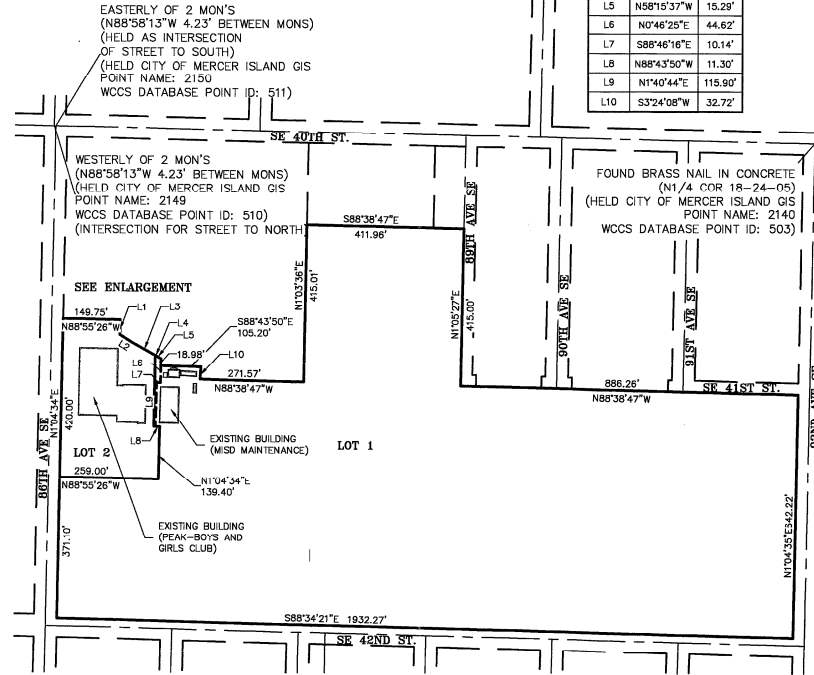
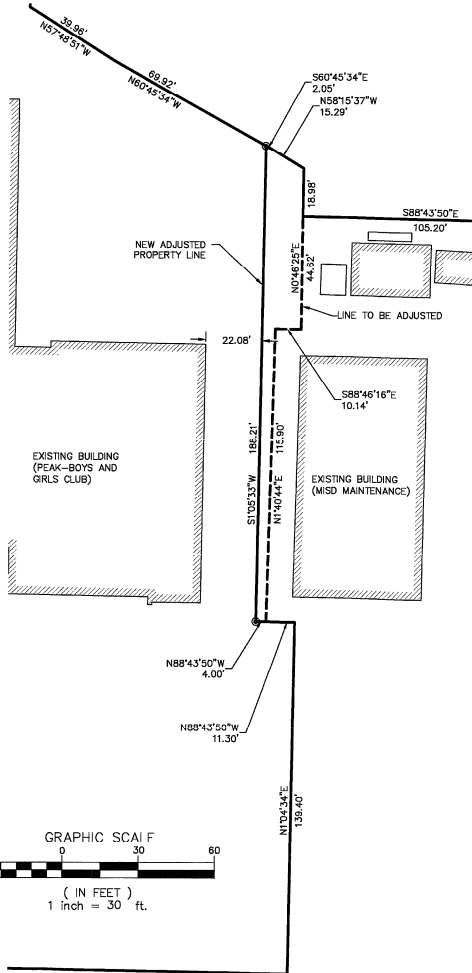
RECORDING NO.

VOL./PAGE

330 / 057

SCALE: 1 INCH = 200 FT.

ENLARGEMENT SCALE 1"=30'



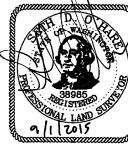
LINE #	BEARING	LENGTH
L1	N1°07'58\"E	39.66'
L2	N57°48'51\"W	39.98'
L3	N60°45'34\"W	69.92'
L4	S60°45'34\"E	2.05'
L5	N58°15'37\"W	15.29'
L6	N0°46'25\"E	44.62'
L7	S88°46'16\"E	10.14'
L8	N88°43'50\"W	11.30'
L9	N1°40'44\"E	115.90'
L10	S3°24'08\"W	32.72'

LEGEND

● SET REBAR & CAP *PACE 32929*

LOT 1
TAX PARCEL 182405-9005
9100 SE 42ND ST
MERCER ISLAND, WA 98040

LOT 2
TAX PARCEL 182405-9045
4120 86TH AVE NE
MERCER ISLAND, WA 98040



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NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.

Mercer Island High School
Lot Line Adjustment

DWN. BY DAB	DATE 9/1/2015	JOB NO. 05525.18
CHKD. BY SDO	SCALE 1"=200' ENL 1"=30'	SHEET 2 OF 3

20150911900004
DATE: 09/01/2015 09:33 AM
DRAWN BY: DAB
CHECKED BY: SDO
SCALE: 1"=200'
ENL: 1"=30'

P:\VPI5\05525.18\MIHS.BLA LOT 2\CD 2014\Revised\05525.BLA LOT 2.dwg 8/12/2008 10:00:04 AM

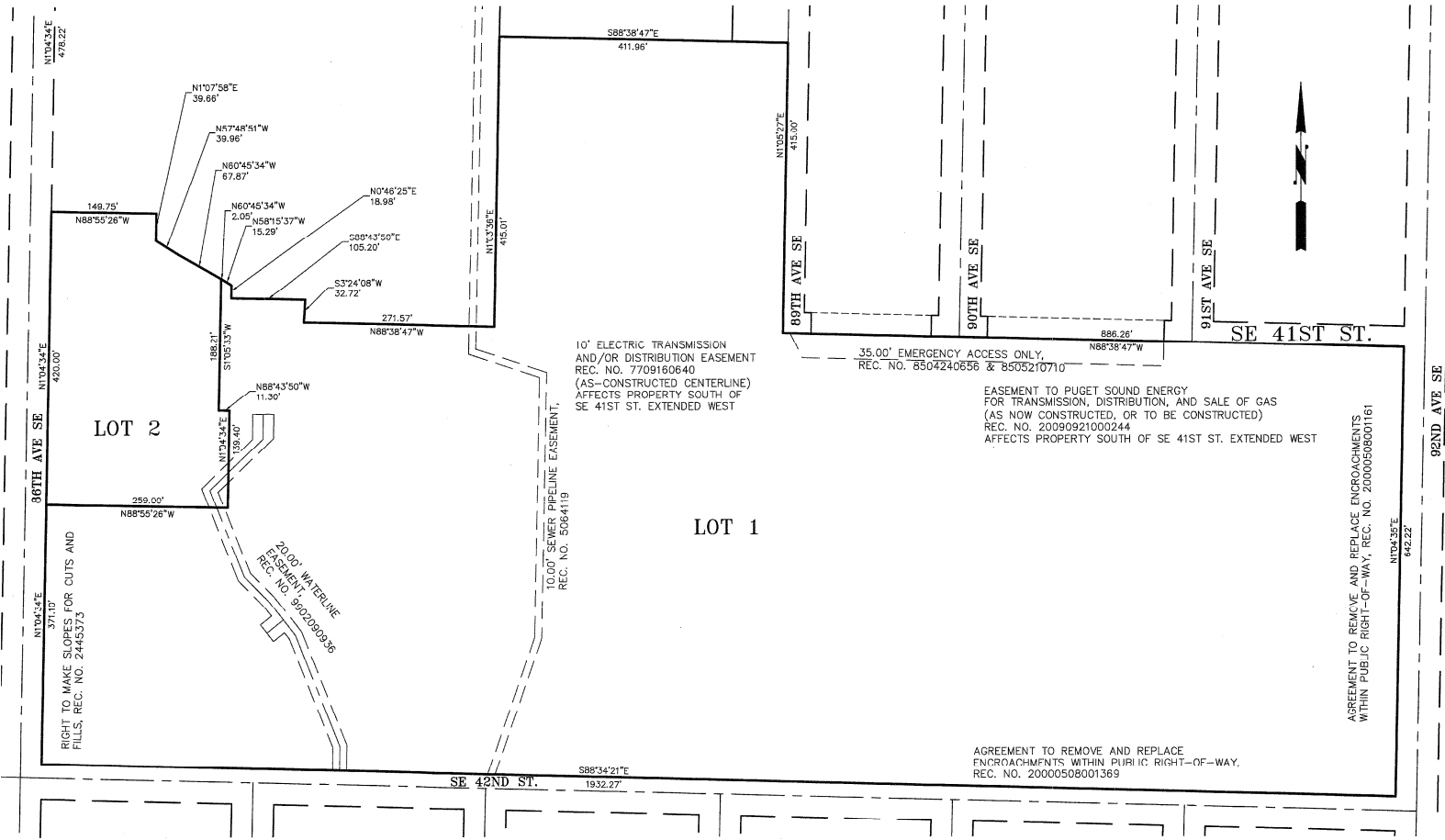
CITY OF MERCER ISLAND, WA.
 LOT LINE
 ADJUSTMENT
 NO. SUB 15-014

NORTHWEST QUARTER OF THE NORTHWEST QUARTER
 NORTHEAST QUARTER OF THE NORTHWEST QUARTER
 SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W. M.
 CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

RECORDING NO.

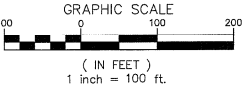
VOL./PAGE

330 / 058



LOT 2

LOT 1



LOT 1
 TAX PARCEL 182405-9005
 9100 SE 42ND ST
 MERCER ISLAND, WA 98040

LOT 2
 TAX PARCEL 182405-9045
 4120 86TH AVE NE
 MERCER ISLAND, WA 98040



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Mercer Island High School
 Lot Line Adjustment

DWN. BY	DATE	JOB NO.
DAB	9/1/2015	05525.18
CHKD. BY	SCALE	SHEET
SDO	1"=100'	3 OF 3

2015091900004
 09/17/2015 11:53 AM VOL. 330 PG. 058
 KING COUNTY, WA

P:\PDR\05525.18\WIS\BLA LOT 2\CD 2015\05525.BLA LOT 2.dwg 8/12/2008 10:00:04 AM