

DEVELOPMENT AGREEMENT

This AGREEMENT, made as of this 4th day of December, 1996, by and between the WASHINGTON INTERNATIONAL SCHOOL, INC., District of Columbia non-profit corporation (hereinafter referred to as "WIS"), the BURLEITH CITIZENS ASSOCIATION, District of Columbia non-profit corporation and CLOISTERS WEST HOMEOWNERS ASSOCIATION, District of Columbia non-profit corporation (hereinafter collectively referred to as the "COMMUNITY").

WITNESSETH

WHEREAS, WIS is the contract purchaser for the site located at Lot 14 in Square 1304 in the District of Columbia and more commonly referred to as 3601 Reservoir Road, N.W., Washington, D.C. (hereinafter the "Property"); and

WHEREAS, WIS is desirous of constructing an elementary school (referred to herein variously as the "School" and the "Lower School") on the Property for the use of as many as four hundred seventy-five students, from pre-kindergarten through fifth grade; and

WHEREAS, the Board of Zoning Adjustment approved (Application No.14556) use of the site as a private school by the Levine Music School; and

WHEREAS, WIS has informed residents of the neighborhoods which are adjacent to its Property that it is desirous of seeking approval of a new private elementary school which would provide for the construction of a building of approximately 44,406 gross square feet and a parking lot for 54 automobiles; and

WHEREAS, the COMMUNITY has expressed concerns about the following issues with respect to the proposed development on the Property: (1) the size of the school population; (2) landscaping; (3) traffic; (4) topographical alterations; (5) design and quality considerations; (6) construction oversight; and (7) ongoing liaison between WIS and the COMMUNITY; and

WHEREAS, WIS desires to address the various concerns raised by the COMMUNITY and recognizes the importance of living in harmony with its neighbors, and seeks to contribute toward the improvement of its surroundings; and

WHEREAS, WIS intends to preserve as much green space as possible; to reserve the site for a single, educational use; to minimize the quantity and impact of traffic on the community; to operate with consideration for the neighborhood with respect to noise, school hours and other factors; and to maintain communication with the neighbors to the fullest extent possible; and

WHEREAS, WIS desires to obtain the COMMUNITY'S support as necessary to fully implement its development proposal as permitted under this Agreement; and

WHEREAS, the neighborhoods surrounding the Property are concerned with the implementation of this Agreement specifically as it relates to the issues referred to herein; and

WHEREAS, WIS and the COMMUNITY recognize the importance and necessity of working together closely to ensure, on a continuing basis, the compatibility of the proposed school with the qualities of the adjoining neighborhood;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. WIS agrees that its development on the Property will comply with and be subject to the terms of this Agreement and any order issued by the BZA with regard to the development of the Property.

2. The COMMUNITY agrees to support WIS, in writing and/or by oral testimony of an authorized representative(s) of the COMMUNITY in administrative proceedings, applications and/or actions before the various D.C. agencies, including the BZA, necessary to fully implement this Agreement in accordance with the proposal furnished to the BZA and the COMMUNITY as of the dated of this Agreement. The COMMUNITY's obligation to support WIS in any administrative proceeding after approval of a special exception to locate at the Property shall be contingent upon WIS's compliance with the terms and conditions of the Agreement, including any terms and conditions deemed to be applicable to the development by the District of Columbia under the District of Columbia's laws and regulations, including but not limited to the District of Columbia's Environmental Impact statutes and regulations. WIS shall promptly notify the COMMUNITY or any material developments relating to the terms and conditions of this Agreement prior to final determination by the BZA. Notwithstanding the foregoing, nothing contained herein provides any obligations or responsibilities on the part of the COMMUNITY with regard to any development proposal or use of the site not contained herein.

3. WIS agrees to implement a Master Landscaping Plan for the Property as more fully shown and described in Exhibit A. The Master Landscaping Plan sets forth the planting (drawings and text, including overall levels of planting, general categories of planting types, and approximate sizes) to be undertaken by WIS, all of which will be maintained by WIS. As a complement to the Landscaping Plan, WIS also agrees to plant, in the public space, and maintain, for so long as WIS may own the Property, 10 street trees approved by the District of Columbia Department of Public Works. These trees shall be a minimum of 3" caliper. Any substitutions made to the Master Landscaping Plan shall be of equal or greater size and quality.

4. WIS agrees to establish a landscaped buffer area between improved portions of the Property and the neighborhood, as depicted in Exhibit A, measuring between eighteen feet and twenty-eight feet from the southern curb on R Street, N.W., sixty-nine feet from the eastern curb on 37th Street, N.W. and fifty-seven feet from the northern curb on Reservoir Road, and within that area, WIS shall :

- a) not erect any structure;
- b) provide and maintain new plantings as shown on Exhibit A to create an effective visual buffer around the Property, except as provided in Exhibit A regarding 36th Street.
- c) To the extent any new classroom construction may be considered by WIS for any unimproved area other than the buffer area, WIS agrees not to construct any new classroom or school space beyond that currently indicated on the plans (Exhibit B), for a period of 10 years, nor will it do so after that time, without first seeking approval from the Liaison Committee and obtaining approval from the Board of Zoning Adjustment or any successor entity. It is agreed that the Liaison Committee will be notified at least 90 days before any such approval will be sought.

5. With regard to the Master Landscaping Plan, WIS agrees to the following conditions and understandings:

(a) Plant trees of no less than 3 inch caliper for canopy trees, 2" caliper for ornamental trees and 12' height for coniferous trees;

(b) Employ an arborist, at an expense not to exceed \$12,000.00, to install protective fencing, dropcrotch prune, and deep-root fertilize to protect viable trees and to remove those trees which have been irreversibly damaged.

The Master Landscaping Plan does not constitute an exact representation of the actual location of the landscaping to be planted by WIS. Rather, the Master Landscaping Plan establishes specific guidelines and parameters that will define the exact landscaping to be provided, except as noted herein. WIS is committed to planting no less than 60 trees in total (almost twice as many as are being removed), including 20 canopy trees, 8 ornamental trees and 32 coniferous trees. Installation of the landscaping will be contemporaneous with the opening of the school for use, provided that the date upon which the school is to be opened and final construction is completed permits the plantings contemplated. WIS plans on installing a chain link fence around the playing field, which will be camouflaged by plantings, and will not install any chain link fencing around the exterior perimeter.

6. WIS agrees to undertake the following site maintenance.

(a) Landscaping, including street trees planted by WIS, will be maintained. Maintenance shall include annual fertilization and pruning after installation.

(b) Open areas not built on will be stabilized, including the planting of grass, except as provided herein with regard to the use of the Property for parking and playground equipment. WIS may pave a rectangular portion of the site, approximately 80' by 130', as depicted on Exhibit A, on which it shall relocate existing play equipment from its Olive Street site and install a child-size basketball court. Parking shall be confined to the areas shown on the plan for parking except that other areas of the Property may also be used for parking during WIS special events.

7. For purposes of this Agreement, the terms "development proposal", "project" or "development" shall mean the exhibits attached hereto and this Agreement.

8. WIS agrees that during construction of the development or demolition of existing structures, which is the subject of this Agreement, contractors for WIS will be required to (a) assess a penalty against any construction vehicle exceeding the speed limits and weight restrictions applicable to the streets utilized, as determined by the Liaison Committee; (b) work with the Liaison Committee established herein; (c) escrow funds to repair the roadbed of neighborhood streets, if damaged by construction vehicles and repave the street as required; and (d) provide monthly progress reports to the Liaison Committee on the construction on the Property and the condition of the roads.

9. WIS shall comply with the grading plan attached hereto as Exhibit C. WIS will carry out the grading so as not to affect existing stability (landscape or land form) of the landscaped buffer around the perimeter of the property and WIS shall insure stabilization of all fill sites.

10. WIS shall construct the school in accordance with a design and construction quality plan attached hereto as Exhibit D. In that regard, WIS agrees to construct the school building approximately 12 feet lower than the existing Levine School roof (so the finished height will be

approximately 230 feet above sea level) and to raise the field on the hill 3 feet higher than previously indicated, to a height of 193 feet above sea level. To the extent any substantial deviation from these plans, which is defined as requiring amendment of the building permit, is needed by WIS, the deviations shall be presented to and must be approved by the COMMUNITY. Other changes in the plans shall be presented to the Liaison Committee for their review (other than minor change orders). As for the use of the Lower School, WIS agrees that none of the facilities at the site will be used for interscholastic or competitive athletic activities, nor shall they be used for any use other than an elementary school, grades pre-kindergarten through fifth grade, and activities shown on Exhibit F or as approved by the Liaison Committee. The premises shall not be subleased or used by entities other than WIS without the approval of the Liaison Committee. The Lower School shall be operated according to the following hours and days of operation: Extended day early session beginning at 7:30 AM; extended day afternoon care and after school classes until 6:00 PM. WIS agrees to permit members of the community to utilize rooms at the School after the above stated school hours for meetings and social gatherings where such use is not in conflict with School activities.

11. WIS shall comply with the traffic plan attached hereto as Exhibit E. WIS shall carry out the plan so as to minimize any negative impact on the COMMUNITY. WIS agrees that it will not seek or support changes in residential parking on the south side of Reservoir Road, the north side of R Street, or on 35th Street, without first obtaining the support of the community members directly adjacent to those locations. As indicated on the traffic plan, all parties to this agreement agree that the initial enrollment for WIS may be up to 375 students. Future increases in student enrollment will in no event bring the total number of students above 475 and must be approved by the Liaison Committee, which approval may not be unreasonably denied. Such increases are subject to (a) substantial compliance with the terms and conditions of this Agreement and (b) approval shall be based on conformance with reasonable traffic performance measure or measures to be established by the Liaison Committee with reference to expected effects set forth in Exhibit E, plus or minus ten percent. Conformance with “expected effects” shall be certified by an independent traffic engineer selected with the consent of the Liaison Committee and will be paid for by WIS. The evaluation of traffic performance shall not be earlier than May of the academic year in which WIS first occupies the Lower School. The first increase in the maximum enrollment for the following year shall not exceed 400 students.

12. WIS and the COMMUNITY agree to create, within sixty days of BZA approval of the Development, an on-going Liaison Committee. The Liaison Committee may appoint specific subcommittees as needed, including but not limited to Landscaping and Traffic. The Liaison Committee shall be comprised of two representatives from WIS (the principal of the Lower School and the Director of Facilities (or their designees)), and three representatives from each neighborhood association which is a party to this agreement, as designated by the President of said neighborhood association, provided that the representatives of the neighborhood associations which are a party to this agreement must be members of said Association and live in the neighborhood of the party Association.

13. WIS agrees to keep other members of the Liaison Committee apprised at the earliest opportunity of any significant developments or changes proposed before, during, and after construction and will request approval of such changes to the landscaping, traffic and architectural plans. WIS will promptly provide the Liaison Committee with detailed architectural plans and subsequent updates and with information needed by the Liaison Committee to make grant

approval to any significant proposed changes. WIS will provide the Liaison Committee with a complete list of the student residences by zip code, number of students, faculty and staff within 60 days of the beginning of the fall term. Roberts Rules, as modified by the Liaison Committee from time to time, shall govern the conduct of the meetings. The members of the Liaison Committee shall be provided on a yearly basis with a schedule of major events at the School, a directory of staff, and a detailed construction management plan and timetable. For the initial meeting or meetings at which procedures are established for the Liaison Committee, a quorum will be defined as all members, and decisions must be made by 2/3 majority. Subsequent to that meeting, the Committee may pursue whatever rules are adopted by themselves to govern their operations.

14. To facilitate resolution of complaints by a neighbor or neighbors pertaining to the terms of this Agreement or other matters:

(a) WIS shall maintain the following procedures:

(1) WIS representative to the Liaison committee may be notified by calling the principal, whose current number is 364-1825, or another phone number to be established if this number is changed.

(2) WIS will use reasonable and or best efforts to resolve the issue as promptly as possible.

(b) If the issue is not resolved, the person or party raising the issue, or WIS, shall notify the Liaison Committee. The Liaison Committee will attempt to resolve the problem within 30 days to the satisfaction of the Liaison Committee. During this process, WIS and the COMMUNITY are committed to working in good faith toward resolution of the problem. To the extent such issues arises which is not subject to the arbitration redmedy contained herein and remains unresolved by the Liaison Committee after thirty days, the parties agree to submit the dispute to mediation under such terms and conditions that are developed by the Liaison Committee.

(c) Regardless of whether any disputes arise between the parties, WIS agrees to hold at least one community meeting a year with the parties to this Agreement at a time to be selected by the Liaison Committee to discuss and resolve any issues which arise from the use or operation of the Lower School.

(d) WIS agrees to notify the Liaison Committee of any intention to sell the Property.

15. The parties hereto agree to request that the BZA and/or any other D.C. agency incorporate the terms of this Agreement as a condition of any Final Order affecting any and all administrative proceedings, application or actions referred to herein. The provision which the parties will request to be included as a condition to any order shall be substantially similar to the following:

The terms and conditions of a certain agreement between WIS and the COMMUNITY, dated December 4,, 1996 are incorporated in this order as though fully set forth herein and shall be enforceable in the same manner as any other condition contained in an order of this Board.

As so incorporated, the terms of the Agreement will be enforceable through the zoning code enforcement procedures of the District of Columbia. Independently of such incorporation,

the terms of the Agreement shall continue in full force and effect as an agreement among the parties, and shall be enforceable through the Liaison Committee procedures or through binding arbitration proceedings commenced by any party to the Agreement no sooner than 30 days after notice of the violation of the terms of this Agreement. The arbitrator shall be approved by the American Arbitration Association and the arbitration shall follow the policies and procedures of the said Association. Arbitration proceedings shall be held in the District of Columbia. Any party who prevails before any agency or arbitration proceeding to enforce the provisions of this Agreement is entitled to costs and reasonable attorney's fees.

16. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

17. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein.

18. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. WIS will not seek any order from the BZA or any other District or federal agency which is inconsistent with this Agreement.

19. The terms of this Agreement contained herein are binding between the parties who execute this Agreement through their duly authorized representatives. The terms of this Agreement are binding on any person or entity seeking to use the premises under the certificate of occupancy issued to WIS.

20. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement, except as modified by this Agreement. The parties will carry out the obligations set forth in the Exhibits as fully as though such obligations were set forth in the body of the Agreement.

21. No change or modification of this Agreement or any waiver of the provisions hereof shall be valid unless same is in writing and signed by all of the parties hereto. Waiver from time to time of any provision or of any default hereunder will not be deemed to be a full waiver of such provision or waiver of any other provision hereunder or a waiver of any earlier or later default.

22. All notices and communications hereunder shall be in writing and deemed duly given if personally delivered or mailed by certified mail, return receipt requested, postage prepaid

if to BURLEITH: Mr. Peter Pulsifer
3803 T Street, N.W.
Washington, DC 20007

if to CLOISTERS WEST: President
Cloisters West Homeowners Assn.
3600 Winfield Lane, N.W.
Washington, DC 20007-2385

and if to WIS: Anne-Marie Pierce, Head

with a copy to: 3100 Macomb Street, N.W.
Washington, DC 20008-3324
Robins, Kaplan, Miller & Ciresi
Attn.: Richard B. Nettler
1801 K Street, N.W.
Suite 1200
Washington, D.C. 20006

The parties hereto shall be responsible for notifying each other of any change of address.

23. Any dates specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday. Any reference herein to the singular shall include the plural and reference to the male, female or neuter gender shall include reference to all other genders.

24. Time shall be of the essence with regard to all matters contained within this Agreement.

25. The date on which this Agreement is accepted by the last party to accept and sign this Agreement shall be inserted as the effective date of this Agreement under the first paragraph.

LIST OF EXHIBITS

- Exhibit A. Master Landscaping Plan
- Exhibit B. Architectural Plans
- Exhibit C. Grading Plan
- Exhibit D. Construction Management Plan
- Exhibit E. Traffic Plan
- Exhibit F. Calendar of Events

BASEMENT FLOOR PLAN

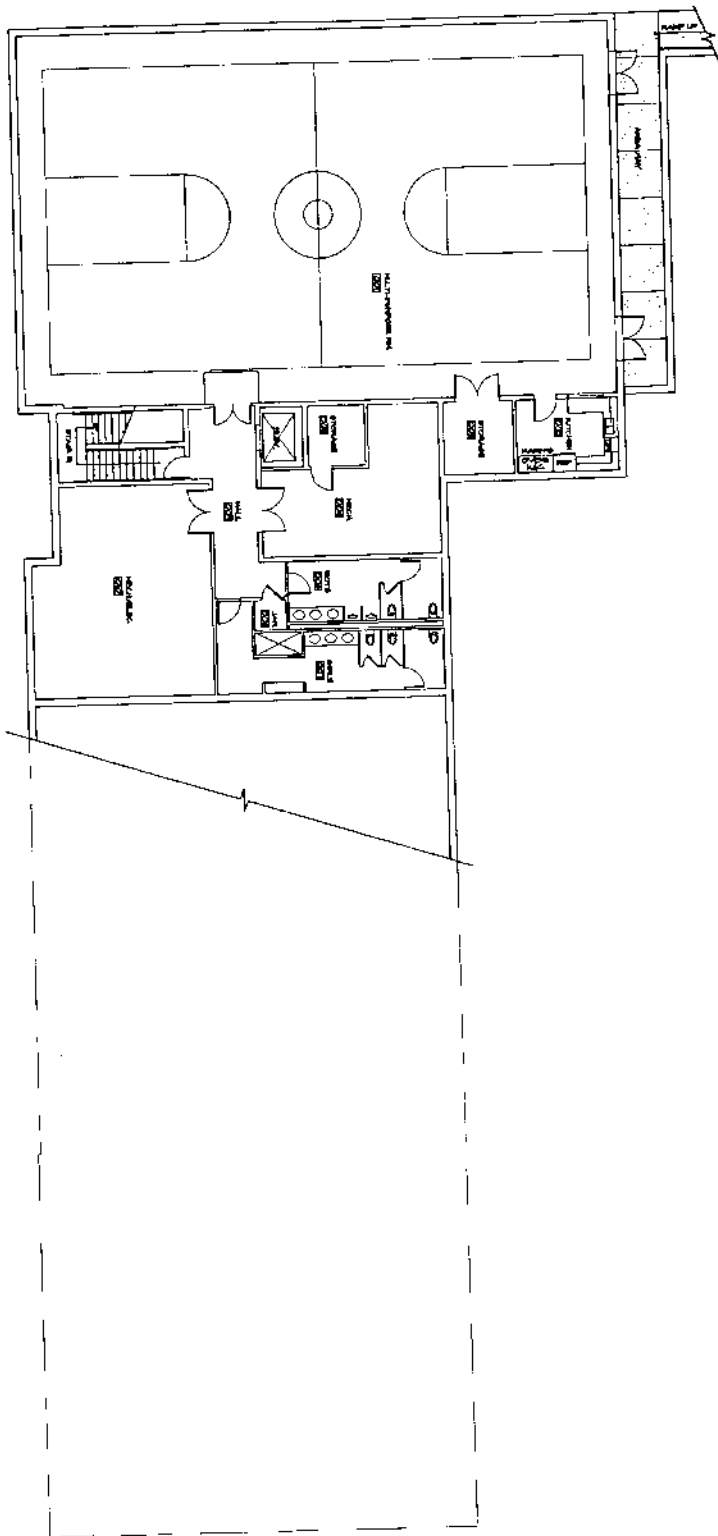


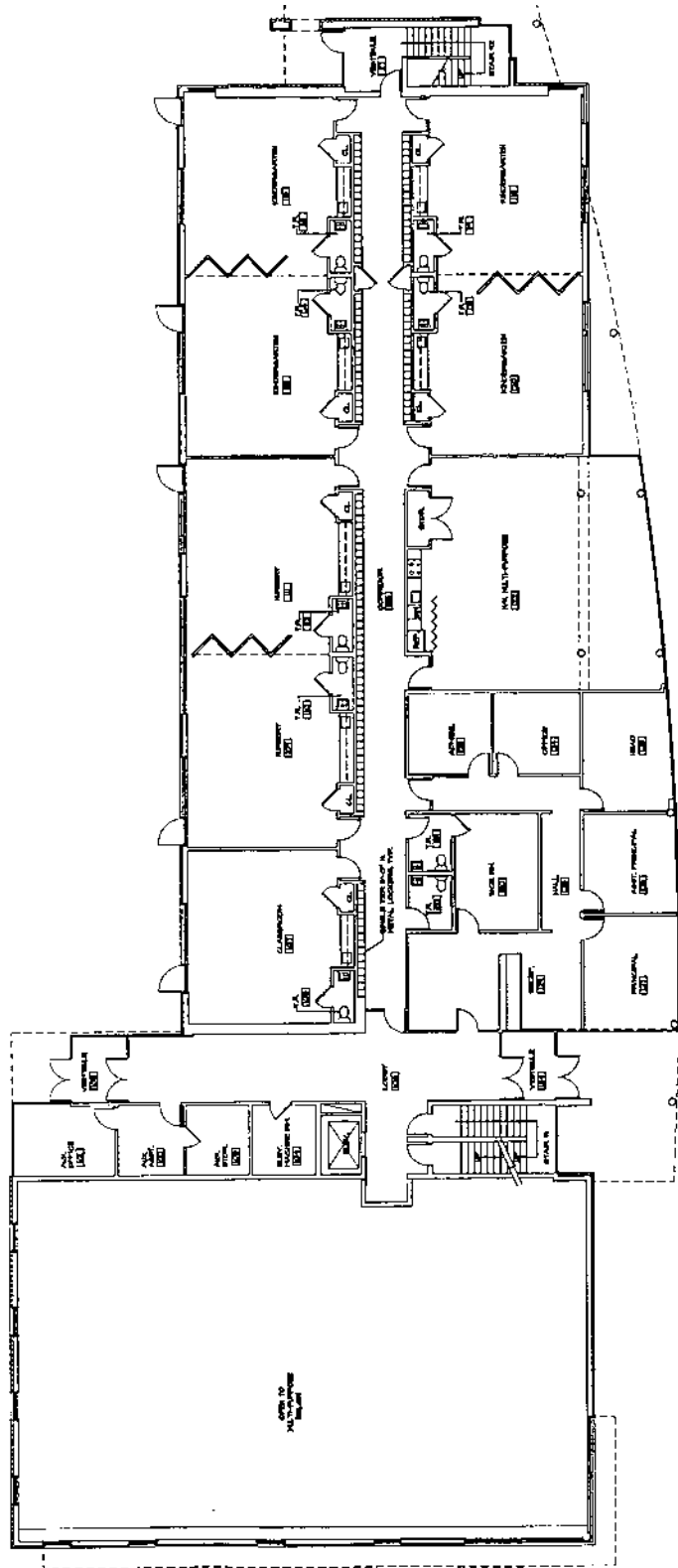
Exhibit B

WASHINGTON INTERNATIONAL SCHOOL

Georgetown Campus
36th Street and Reservoir Road, NW
Washington, D.C.



Chatain
Architects
A Professional Corporation
1401 Dean Bridge Rd.
Suite 200
Beltsville, Virginia 22707
Tel: 703-637-6600
Fax: 703-637-0802
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By Bill 2007 for Review



FIRST FLOOR PLAN

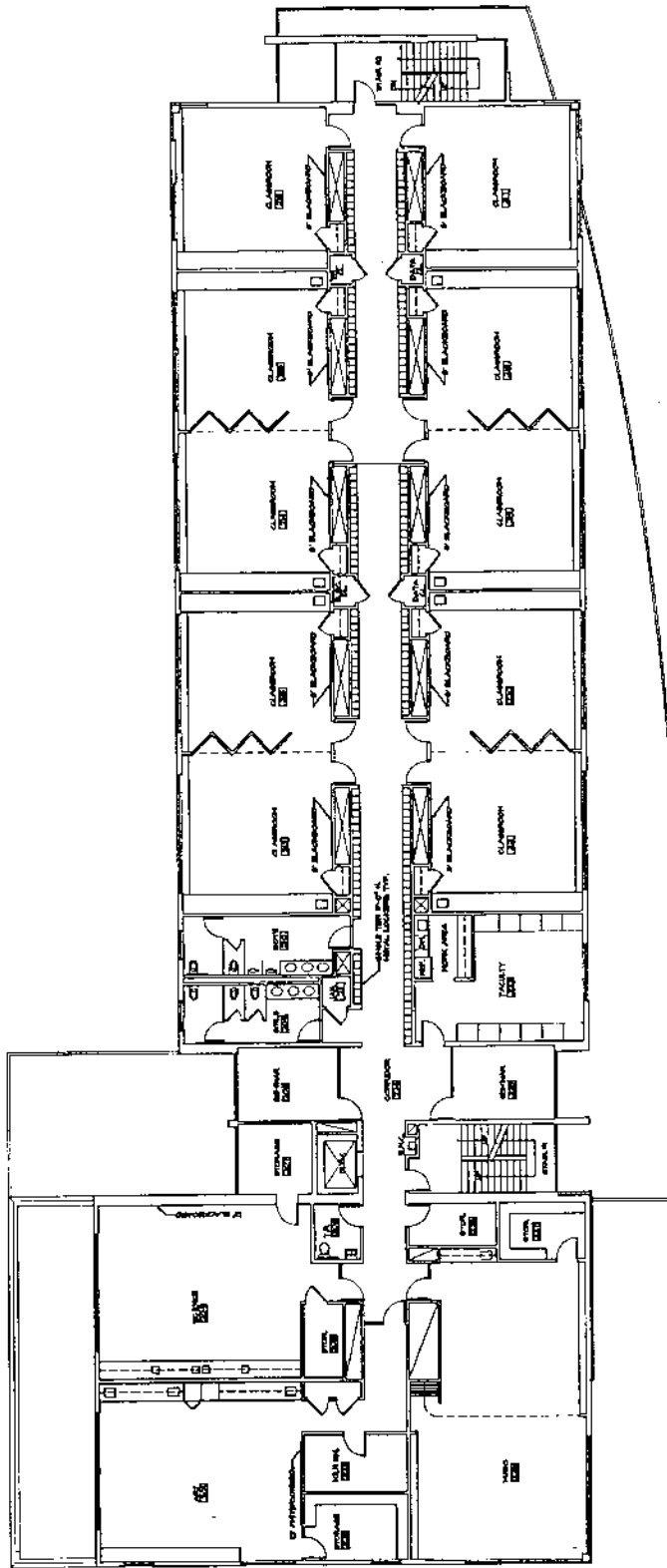


WASHINGTON INTERNATIONAL SCHOOL

Georgetown Campus
 36th Street and Reservoir Road, NW
 Washington, D.C.



Chatelain Architects
 A Professional Corporation
 1411 Clout Bridge Rd.
 Suite 300
 Bethesda, MD 20814
 Tel: 301-462-2217
 Fax: 301-462-0600
 E-mail: info@chatelain.com
 Construction by Henry Construction Co. Inc.
 For full scale see drawing



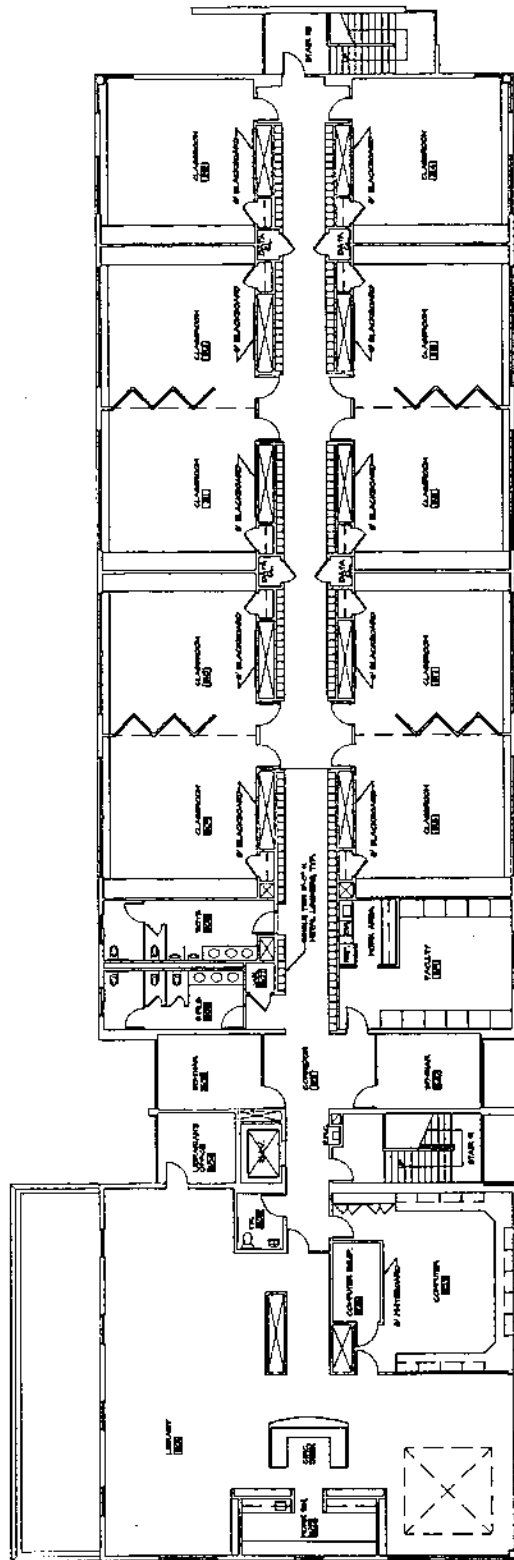
**Chatelein
Architects**
A Professional Corporation
1401 Oak Bridge Rd.
Suite 300
Bedford, Virginia 22101
703-771-8830
FAX: 703-771-8602
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WASHINGTON INTERNATIONAL SCHOOL

Georgetown Campus
36th Street and Reservoir Road, NW
Washington, D.C.



SECOND FLOOR PLAN



THIRD FLOOR PLAN



**Chatelein
Architects**
A Professional Corporation
1481 Dean Bridge Rd.
Suite 300
Washington, D.C. 20004
TEL: 202-337-8800
FAX: 202-337-8692
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WASHINGTON INTERNATIONAL SCHOOL

Georgetown Campus
38th Street and Reservoir Road, NW
Washington, D.C.

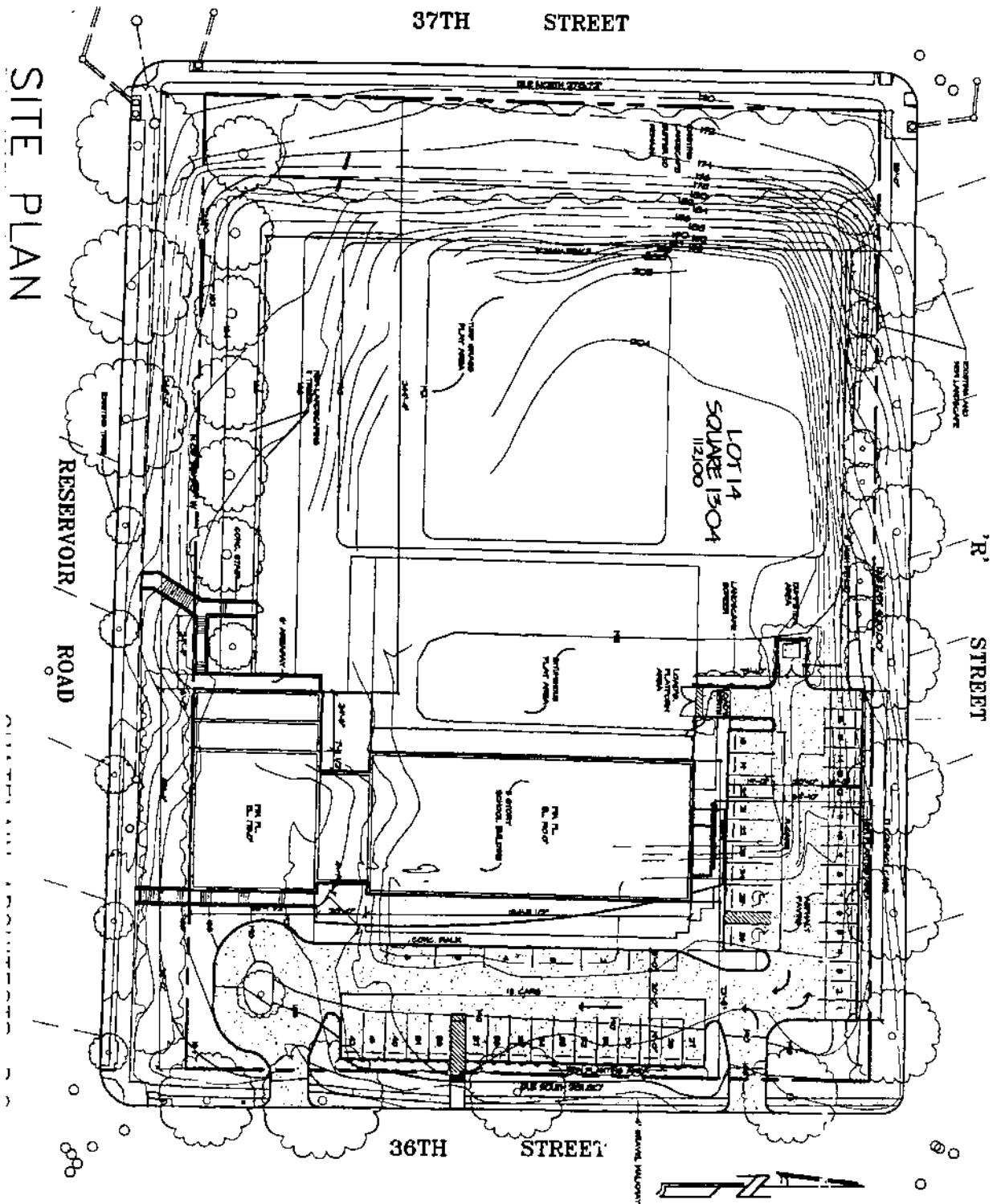


EXHIBIT C

**Washington International School
Lower School Campus
Construction Management Plan
November 20, 1996**

This Construction Management (CM) Plan describes the overall schedule, daily working requirements and management techniques to be employed by Washington International School (WIS) and its contractors and suppliers in the construction of the Lower School Campus on Reservoir Road, NW. The purpose of the Plan is to ensure to the greatest degree possible a safe, well-managed workplace that minimizes the impact of construction on the site's neighbors.

1. Schedule

Attachment "A" to this Plan outlines the anticipated construction schedule by month and year. The schedule anticipates regulatory approval in December, 1996, and is premised upon the Levine School vacating the premises and the availability of funds.

2. Management

In order to provide the most favorable environment for developing the Lower Campus project, WIS has obtained the services of a highly qualified design, construction and project management team. The overall coordinator of this Plan will be the Project Manager, Horizon Partners, LLC (HP). HP will establish a central point of communication for the site's neighbors and establish a telephone number which will be available 24-hours a day for the community to contact in case of questions related to the Project. The HP Managing Partner designated as Project Executive for the Project is Mr. Kenneth Aultice.

3. Daily Work Hours

All work at the site is required to comply with District of Columbia regulations governing such work. Hours of operation at the Reservoir Road, NW site will be subject to, among others, the D.C. regulations governing noise control. Hours of site work generally will be limited to the time period between 7:00 AM and 6:00 PM, Monday through Friday. Exceptions to these hours will be limited to emergencies but in all cases will be consistent with applicable D.C. regulations.

4. Parking for Site Workers

All construction equipment and workers' automobiles will be parked on the site throughout the construction period.

5. Site Access

Access to the site will be via public roadways. All construction equipment will be required to adhere to the several laws and regulations of the District of Columbia governing the use of such roadways. Access to the construction site will be at the present curb cuts on 36th Street, NW.

6. Cleanup

The construction contractor will leave the site each day free of unsightly litter.

End of Plan

HORIZON PARTNERS, LLC

WASHINGTON INTERNATIONAL SCHOOL
PRELIMINARY CONSTRUCTION TIMETABLE
18 OCTOBER 1996

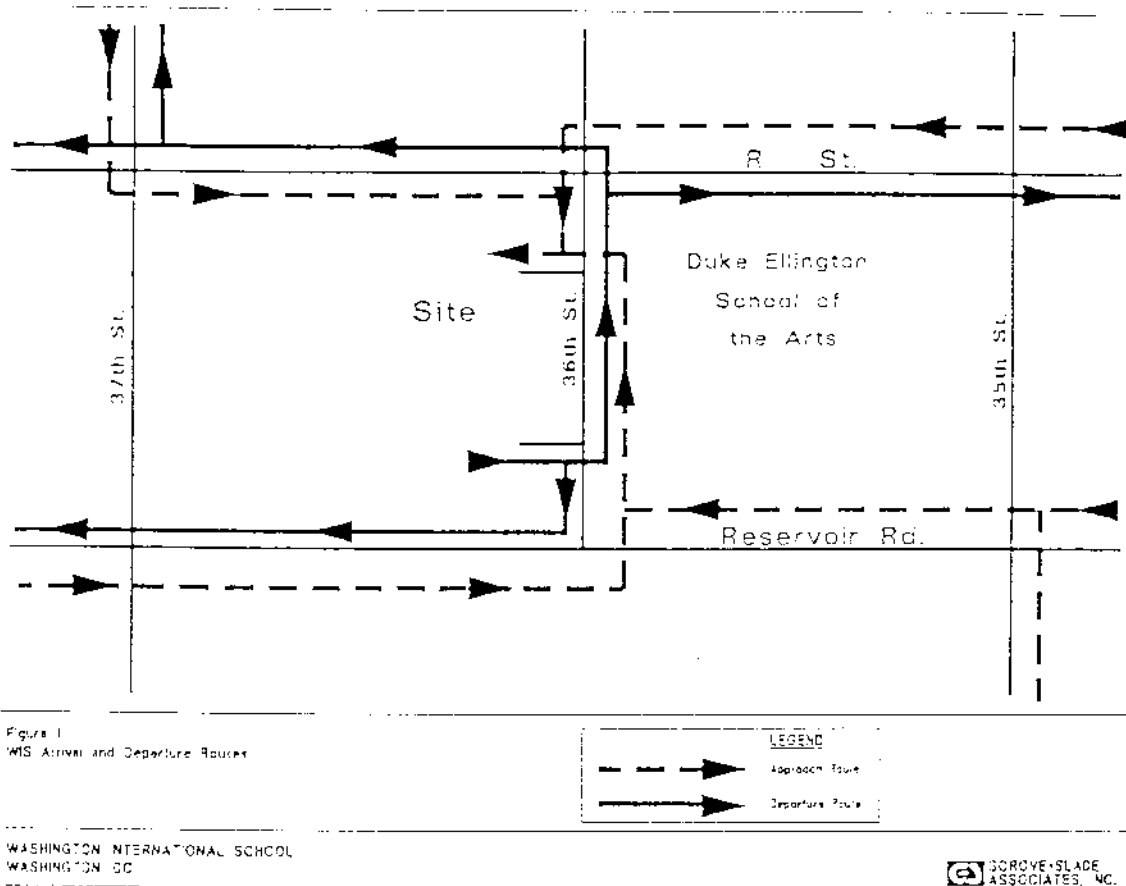
BZA Approval	December, 1996
Demolition and Foundation Permits	February, 1997
Building Permit	March, 1997
Landscape Installation	August, 1997
Substantial Completion	September, 1997

EXHIBIT E

TRAFFIC PLAN FOR THE WASHINGTON INTERNATIONAL SCHOOL (WIS)

A. Traffic Circulation Plan

- Figure 1 presents the traffic routing plan to and from the school.



□ Access to the school

- Traffic approaching WIS westbound on Reservoir Road (including traffic approaching northbound on 35th Street) will turn right on 36th Street from Reservoir Road and turn left into the school.
- Traffic approaching WIS eastbound on Reservoir Road will turn left on 36th Street from Reservoir Road and turn left into the school.

- Traffic approaching WIS southbound on 37th Street will turn left on R Street, turn right on 36th Street, and turn right into the school.
- Exit from the school
 - Traffic departing WIS will turn left to head northbound on 36th Street or will turn right to head southbound towards Reservoir Road. Outbound WIS vehicles heading southbound on 36th Street will only be allowed to turn right on to Reservoir Road.
 - Traffic heading eastbound will turn left out of the school exit and turn right on R Street.
 - A traffic officer will be positioned at the intersection of 36th Street and Reservoir Road to assist vehicles turning to and from 36th Street and Reservoir Road, if deemed necessary by the liaison committee.

B. Traffic Mitigation Measures

- Stagger the arrival and departure times of the students to disperse the amount of school-related traffic that arrive and leave at the same time.
- Subsidize bus program to encourage increased bus utilization.
- Expand the number of bus pick-up points to encourage increased bus utilization.
- Provide carpooling directories and maps for parents to encourage increased carpooling use.
- Implement extended day care program to include early morning drop-off for students.
- Implement afterschool classes and extended day care program to disperse afternoon traffic to and from the school.
- Provide parents with detailed traffic policies including routing patterns to the school.
- Implement traffic policies through contracts which parents must sign and adhere to.
- Enforce traffic policies by administering sanctions against traffic policy violators.
- Maximize the driveway configuration to provide necessary on-site stacking area to eliminate back-up on 36th Street and R Street.
- Employ multiple traffic monitors to open doors and to help children into and out of the vehicles.
- For pick-ups, employ multiple traffic monitors with hand-held radios to match children with carpools.

C. Recommendations to District of Columbia Department of Public Works (DCDPW)

- o Restrict parking on the north side of Reservoir Road across from the Georgetown University Medical Center (GIJMC) between 37th Street and 38th Street during the AM peak hours. This will allow westbound Reservoir Road vehicles to maneuver around vehicles waiting to turn left into the GUMC during the AM peak hours.
- o Restrict parking on both sides of 36th Street from Reservoir Road to R Street during school operating hours. This will allow WIS to park its school bus and vans when dropping off and picking up students. Additionally, the increased roadway cross-section will allow for more efficient circulation of vehicles entering and exiting the school driveways.
- o Reprogram the signal timing at the intersection of 39th Street and Reservoir Road to provide sufficient offset between the 39th Street/Reservoir Road and the 37th Street Reservoir Road traffic signals. This will create enough clearance for Hillandale residents to turn left onto Reservoir Road from 39th Street during the AM peak hours.
- o Restrict parking for a section of curb length 40 feet from the stop sign on the westbound approach of the 37th Street and R Street intersection. This will facilitate westbound R Street vehicles turning right to head northbound on 37th Street.

D. Expected Results

The willingness of the parents to use the bus or carpool, indicated in their responses to the survey, and the commitment of the School administration to actively promote these alternatives, combined with the staggered hours and early and late extended day care programs, leads to the conclusion that the number of new vehicles to the site during the morning peak hour would be 110 (with 375 students) and up to 139 (for 475 students) (see Table 1). The impact of these cars on nearby intersections is indicated in Table 2.

Table 1
Additional Trips on the Roadway Network
Resulting from WIS Relocation Based on Student Population

Student Population	AM Peak Hour			PM Peak Hour		
	Enter	Exit	Total	Enter	Exit	Total
475 Students	270	222	492	141	133	274
<i>Trip reductions due to</i>						
<i>Start and dismissal time staggering</i>	-22	-10	-32	-22	-11	-33
<i>Increased carpooling</i>	-34	-28	-62	-18	-17	-35
<i>Increased bus utilization</i>	-68	-56	-124	-35	-33	-68
Total trip reduction	-124	-94	-218	-75	-61	-136
Expected WIS trip generation						
<i>475 Students</i>	146	128	274	66	72	138
<i>400 Students</i>	123	108	231	56	61	117

375 Students	115	101	216	52	57	109
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Table 2
 Comparison of AM Peak Hour Delay due to the WIS Relocation
 by Approach for Unsignalized Intersections
 For Existing, Total Future Unmitigated, and Total Future Mitigated Conditions

Intersection	Approach	Existing Delay (secs.)	Unmitigated Total Future Delay (secs.)	Mitigated Total Future Delay (secs.)
35th Street/R Street	Northbound	10.1	14.1	12.2
	Southbound	7.6	9.6	8.7
	Eastbound	9.5	20.5	15.1
	Westbound	4.4	3.7	3.9
36th Street/R Street	Northbound	6.7	15.2	9.9
	Southbound	1.3	1.2	1.2
	Eastbound	2.3	4.5	3.2
	Westbound	1.6	1.8	1.7
37th Street/R Street	Northbound	2.4	2.4	2.4
	Southbound	6.4	8.2	7.2
	Eastbound	2.2	3.3	3.2
	Westbound	18.5	4.5*	3.7*
36th Street/Reservoir Road	Southbound	21.5	26.6	19.9
	Eastbound	3.4	4.1	3.7

Notes: * - This intersection reflects the recommendation of restricting parking for a section of curb length 40 feet from the stop sign on the westbound approach of the 37th Street and R Street intersection.

EXHIBIT F

Washington International School

Lower School Special Events

- A. After-School Hours
 - 1. Back-to-School Night
 - 2. 2/3 Parent Association Meetings
 - 3. Fourth Grade Play

- B. During School Hours (with large parent attendance)
 - 1. Halloween
 - 2. Sports Day
 - 3. 2/3 Events to be announced
 - 4. Fifth Grade Celebration

AMENDMENT #1 TO DEVELOPMENT AGREEMENT

This AMENDMENT #1 TO DEVELOPMENT AGREEMENT (“AMENDMENT”), made this 24th day of October, 1997, by and between the WASHINGTON INTERNATIONAL SCHOOL, INC., (“WIS”), the BIJLEITH CITIZENS ASSOCIATION, and THE CLOISTERS WEST HOMEOWNERS ASSOCIATION (collectively referred to hereafter as the “PARTIES”).

WITNESSETH

WHEREAS, the PARTIES have entered into a DEVELOPMENT AGREEMENT, dated the 4th day of December, 1997 and incorporated into Board of Zoning Adjustment Application Number 16177, by which to govern their relationship during and after the construction of a school by WIS on property commonly referred to as 3601 Reservoir Road, N.W., Washington, D.C. (the “PROPERTY”); and

WHEREAS, there has been a material alteration in the construction schedule anticipated by the PARTIES at the time of execution of the DEVELOPMENT AGREEMENT for the reasons set out more fully by WIS in the document dated October 20, 1997 and attached hereto as EXHIBIT G; and

WHEREAS, the PARTIES desire to amend portions of the CONSTRUCTION MANAGEMENT PLAN, dated November 20, 1996, and incorporated into the DEVELOPMENT AGREEMENT as EXHIBIT D thereto (“CONSTRUCTION PLAN”), to take into account said material alteration.

NOW, THEREFORE, in consideration of the foregoing and pursuant to the amendment provisions of paragraph 21 of the DEVELOPMENT AGREEMENT, the PARTIES do hereby agree as follows:

1. Commencing from the date of the execution of this AMENDMENT and subject to the provisions of section 2 and section 3 herein, the “Daily Work Hours” section of the CONSTRUCTION PLAN is modified to permit site preparation and shell construction at the PROPERTY to proceed on Saturdays from the hours of 8:00 AM to 5:00 PM with all noise-producing machinery to cease operations no later than 4:00 PM. However, to reduce noise and dust impacts on adjoining neighbors, no demolition work shall be permitted on any Saturday otherwise agreed to pursuant to this AMENDMENT. Further, on site interior construction shall be allowed to proceed on Saturdays under this AMENDMENT during the hours permitted for weekday activities.

2. No later than January 15, 1998, the Liaison Committee established pursuant to the DEVELOPMENT AGREEMENT shall review the impact of Saturday construction and shall advise the PARTIES of its recommendations for continuance, cessation or modification of the changes to the CONSTRUCTION PLAN permitted pursuant to this AMENDMENT. If the Liaison Committee by unanimous vote recommends continuation of the CONSTRUCTION PLAN modifications set forth herein for the duration of construction, the PARTIES agree that no further action by the PARTIES hereto shall be required. However, if the Liaison Committee vote is less than unanimous then the Saturday construction permitted under this AMENDMENT shall cease January 30, 1998 unless extended in writing by the PARTIES. All changes or modifications

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to this AMENDMENT shall be in writing and the provisions of section 21 of the DEVELOPMENT AGREEMENT shall apply.

3. All provisions to the contrary notwithstanding, no construction work of any nature shall be permitted on a Saturday falling during a holiday weekend, including specifically November 29, 1997, December 27, 1997 and January 3, 1998.

4. The WIS construction manager shall keep the Liaison Committee informed, in a timely manner, regarding anticipated activities to be carried out on Saturdays. The contractor hired by WIS shall make every reasonable effort to select and to perform work on Saturdays that will be the least inconvenient to the neighbors in terms of noise, dust and other construction related concerns.

5. The term “emergencies” set forth in the “Daily Work Hours” section of the CONSTRUCTION PLAN shall be limited to an unexpected situation which results in danger to health or safety requiring immediate action without time to follow the resolution of problems procedures set for in the DEVELOPMENT AGREEMENT and incorporated by reference herein.

6. Except as specifically modified herein, all provisions of the DEVELOPMENT AGREEMENT governing legality, process, notice and execution shall apply herein.

WASHINGTON INTERNATIONAL SCHOOL

Anne-Marie Pierce, Head

BURLEITH CITIZENS ASSOCIATION

Bonnie Hardy, President

CLOISTERS WEST HOMEOWNERS ASSOCIATION

Sid Spencer, President