

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between Mount Vernon Presbyterian School, Inc., its successors, and assigns (hereinafter referred to as the "School") and Mount Vernon Woods Community Association, Inc. (hereinafter referred to as the "Community"), dated this 22nd day of July, 2003.

WITNESSETH:

WHEREAS, the School has under contract to purchase that certain tract or parcel of land located in Fulton County having frontage on both Glenridge Drive and Mount Vernon Highway and being more particularly described on Exhibit A attached hereto and by reference made a part hereof (hereinafter the "Property");

WHEREAS, the residential area constituting and forming the Community lies to the west of the Property with a portion of said residential area being contiguous to the westerly property line of the Property and the Community represents the interests of portions of said residential area;

WHEREAS, the School filed Petition for Use Permit and Concurrent Variances being respectively Petition Numbers 2003U-0009 NFC and 2003VC-0077 NFC (hereinafter collectively the "Applications"), requesting a Use Permit to develop a private school for up to 850 students with associated soccer field, tennis courts and a baseball field with Concurrent Variances pertaining to the development of the Property to be heard by the Fulton County Board of Commissioners; and

WHEREAS, the School and the Community wish to enter into and execute this Agreement for the purpose of governing the development and use of the Property.

NOW THEREFORE, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) in hand paid this date by the School to the Community and the mutual covenants and agreements hereunder made, the receipt and sufficiency of which are hereunder acknowledged, the parties do hereby covenant and agree as follows:

- 1.

This Agreement represents the entire agreement between the School and the Community.

2.

The Conditions of Agreement described on **Exhibit B** attached hereto and by reference made a part hereof do constitute and form a part of this Agreement notwithstanding the fact that many of these shall also constitute and form conditions to be imposed by the Staff of the Department of Environment and Community Development as they relate to the Applications with respect to the use and development of the Property. This Agreement, including but not limited to the Conditions of Agreement, may be enforced by either party to this Agreement. The terms of this Agreement may only be amended by written agreement between both parties to this Agreement.

3.

The Community and the School hereby agree that all issues concerning the subject matter of this Agreement shall be initially discussed and dealt with solely by means of the Designated Liaisons of the parties. For these purposes, the Designated Liaison of the School shall be the Head of School (or the equivalent) and the Designated Liaison for the Community shall be the President (or the equivalent) of the Community. Either Designated Liaison may designate a person to act in their absence. Nothing contained herein shall be deemed or construed to prohibit any person from contacting any appropriate person or authority in connection with any matter relating to health or safety or in any situation constituting an emergency.

4.

The parties hereto stipulate and agree that any and all disputes between them arising out of or otherwise relating to this Agreement shall be submitted first to non-binding mediation and if one or both parties is dissatisfied with the result of the mediation, then such Dispute shall be submitted for resolution to binding arbitration in Atlanta, Georgia before a single arbitrator in accordance with the Arbitration Rules of the Real Estate Industry of the American Arbitration Association. The party initiating arbitration shall first provide the responding party written notice (the "Notice") of the initiating party's intention to arbitrate, a brief statement of the nature of the dispute and a list of proposed arbitrators. The parties shall then mutually select an arbitrator. If the parties fail to agree upon an arbitrator within thirty (30) days following delivery of the Notice, an arbitrator shall be selected in the manner provided by the American Arbitration

Association. The parties agree to be bound by any final decision rendered by the arbitrator, which final decision may be enforced in any court of competent jurisdiction located in Fulton County, Georgia. The parties hereby consent to the exercise of personal jurisdiction over them by such courts and the propriety of venue of such courts for the purpose of carrying out this provision and they waive any objection that they would otherwise have to the same. The parties agree that the arbitrator shall have no power or authority to make awards of punitive or exemplary damages. The parties further agree that the arbitrator shall have the power to dispense equitable relief or provisional relief that is necessary to protect the rights or property of the parties until the arbitration award is rendered or the controversy is otherwise resolved. The arbitrator shall render a written decision stating with reasonable specificity the reasons for the decision reached. The parties hereby further stipulate that each party to any such arbitration shall pay its own costs in connection therewith, and that the losing party (as determined by the arbitrator) shall pay the fees and expenses of the arbitrator. Unless prohibited by applicable law, any dispute under this Agreement must be commenced within two (2) years of the conduct or event giving rise to the dispute. An arbitration shall be deemed commenced upon effective delivery of the Notice. The parties acknowledge, understand and agree that in the event of a dispute under this Agreement, the parties have waived any right to a jury trial and a judicial resolution of the dispute.

5.

If requested by the School, the Community agrees to have a representative appear on behalf of the Community at any hearings before both the Fulton County Community Zoning Board and the Fulton County Board of Commissioners at which the Applications are considered. Such representative of the Community must be duly authorized to speak on behalf of the Community. Such Community representative shall state for the record at any and all such hearings that the Community supports the Applications and requests that the Fulton County Community Zoning Board and the Fulton County Board of Commissioners approve the Applications as submitted by the School (as such Applications have herein been modified/amended and as they may be hereafter modified and/or amended with the written approval of the Community). The Community acknowledges that the School has indicated that it intends to amend the Application to provide for an entrance off of Glenridge Drive into the northern portion of the parking lot and the Community hereby approves such amendment to

provide for such entrance. Further, no later than two (2) business days prior to any and all such hearings (other than the July 15, 2003 hearing of the Fulton County Community Zoning Board), said Community representative shall submit to the School written confirmation of the support of the Community as above addressed to Mr. Steven R. Cover, Director of the Department of Environment and Community Development, each member of the Fulton County Community Zoning Board (if applicable) and also each Commissioner serving on the Fulton County Board of Commissioners.

6.

The School agrees to submit a copy of this Agreement to Mr. Steven R. Cover and request that his Department incorporate into the final Conditions of Zoning any and all Conditions of Agreement as Mr. Cover should determine are appropriate to be included in the final Conditions of Zoning. Further, the School agrees to submit a copy of this Agreement to the Clerk of the Fulton County Board of Commissioners at the hearing before the Fulton County Board of Commissioners at which a final decision should be rendered on the Applications and request to the Commission that this Agreement be spread upon the minutes.

7.

The parties agree that this Agreement shall be automatically void (a) should the School terminate that certain Agreement for the Purchase and Sale of Real Estate dated March 17, 2003 among Rabun Partners III, L.P., a Georgia limited partnership, Thomas K. Glenn and the School (the "Purchase Agreement") and not thereafter purchase the Property; (b) upon the transfer of the Property to Thomas K. Glenn or any "Glenn Affiliate", as such term is defined in the Purchase Agreement; (c) should any authorized representative of the Community (i) oppose the Applications, (ii) commence any action seeking to void or overturn the Applications or (iii) attempt to voluntarily intervene in a suit commenced by a third party seeking to void or overturn approval of the Applications; or (d) should the Community cease to exist as a legal entity except for a temporary administrative dissolution (and the parties recognize that the Community is in the process of reinstating currently with the Georgia Secretary of State)

8.

The parties further agree that should an action be commenced by anyone seeking to overturn or void the Applications, the Community agrees to cooperate in opposing any such action, at no expense to the Community. However, should any such action be commenced and

should such action be successful in overturning any approval of the Applications, if in whole, this Agreement shall likewise be considered void if either 7(a) or 7(b) above occurs; but if successful in part, then those portions of Exhibit B applicable to the remaining part shall continue in place but only if and to the extent to School elects to continue to develop the Property.

9.

Should any portion of the Property be subject of a condemnation action, the provisions of this Agreement shall be considered void only as to only the portion of the Property condemned but shall remain in place as to the remainder of the Property.

10.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

11.

If not rendered void on account of events described elsewhere in this Agreement, this Agreement supercedes any previous agreement(s) and constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and shall be controlled in all respects by the laws of the State of Georgia. No representations by either party not specifically incorporated in writing in this document shall be binding or have any effect whatsoever.

12.

Unless otherwise specifically stated in individual Conditions of Agreement, this Agreement shall become effective on the date of execution hereof and shall remain in full force and effect through midnight of the date immediately preceding the twentieth anniversary date of the date of issuance of the initial building permit for the Property.

13.

Should any part of this Agreement be declared invalid or void, such decisions shall not effect the validity of the remaining portion or portions shall be deemed to be in full force and effect. Time is of the essence. A waiver by any of the parties hereto or any breach hereof shall not operate or be construed as a waiver of any subsequent breach of any party.

[Signatures begin on next page]

IN WITNESS WHEREOF, we have set our hands and affixed our seals on the day and year first above written.

SCHOOL:

Mount Vernon Presbyterian School, Inc.

By: David W. Barclift
David W. Barclift
Chairman

Sworn to and subscribed before me
this 22 day of July, 2003

Elizabeth A. Pugh
NOTARY PUBLIC

Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 28, 2005

COMMUNITY:

Mount Vernon Woods Community
Association, Inc.

By: _____
Jill Sanders
President

Sworn to and subscribed before me
this ____ day of July, 2003

NOTARY PUBLIC

IN WITNESS WHEREOF, we have set our hands and affixed our seals on the day and year first above written.

SCHOOL:

Mount Vernon Presbyterian School, Inc.

By: _____

David W. Barclift
Chairman

Sworn to and subscribed before me
this ____ day of July, 2003

NOTARY PUBLIC

COMMUNITY:

Mount Vernon Woods Community
Association, Inc.

By: Jill Sanders _____

Jill Sanders
President

Sworn to and subscribed before me
this 11 day of July, 2003

Robert Hump
NOTARY PUBLIC

Exhibit A**Legal Description**

All that tract or parcel of land lying and being in Land Lots 35, 71 and 72 of the 17th district, Fulton County Georgia and more particularly described as follows:

Beginning at a nail set on the Northwest corner of the intersection of Mount Vernon Highway (50' R/W) and Glenridge Drive (40' R/W), thence running N 21° 36' 51" E a distance of 300.15' to a point and the said **POINT OF BEGINNING**, thence running N 89° 48' 30" W a distance of 275.15' to a point, thence running N 89° 41' 02" W a distance of 184.70' to a point, thence running S 00° 28' 14" W a distance of 150.09' to a point, thence running S 85° 19' 50" W a distance of 30.17' to a point, thence running S 17° 35' 33" E a distance of 320.01' to a point, thence running along an arc a distance of 236.21' with a 2490.00' radius and a chord direction of S 61° 34' 15" W a distance of 236.12' to a point, thence running S 64° 17' 18" W a distance of 97.56' to a point, thence running along an arc a distance of 176.23' with a 10,000.00' radius and a chord direction of S 64° 47' 36" W a distance of 176.23' to a point, thence running S 65° 17' 53" W a distance of 291.10' to a point, thence running N 00° 29' 54" E a distance of 1,577.64' to a point, thence running N 67° 49' 44" E a distance of 449.97' to a point, thence running S 88° 46' 00" E a distance of 114.33' to a point, thence running S 22° 10' 16" E a distance of 213.27' to a point, thence running S 39° 12' 35" E a distance of 266.96' to a point, thence running N 50° 47' 25" E a distance of 129.15' to a point, thence running N 89° 58' 36" E a distance of 351.08' to a point, thence running along an arc a distance of 19.33' with a 659.76' radius and a chord direction of S 06° 28' 41" W a distance of 19.33' to a point, thence running S 07° 19' 03" W a distance of 281.38' to a point, thence running along an arc a distance of 222.95' with a 935.00' radius and a chord direction of S 14° 08' 54" W a distance of 222.42' to a point, thence running S 20° 58' 45" W a distance of 87.12' to a point, thence running N 20° 58' 45" E a distance of 21.39' which is the said **POINT OF BEGINNING**.

Exhibit B

Conditions of Agreement.

All conditions shall be subject to any limitations or restrictions as set forth in the Fulton County Zoning Resolution or other code or regulation.

1. **Landscape buffer.** The Community and the School have agreed upon a landscaping plan, which plan is attached hereto as **Exhibit C** hereto, for the buffer area along the western edge of the Property that is contiguous with the Community (the "Western Property Line"). The School shall reimburse the Community for up to \$1,000.00 for the expense of the Community's landscape architect. The School agrees that it shall plant the trees and shrubs listed in the Landscaping Plan not later than ninety (90) days after the completion of the grading of the property; provided, however, that the School may defer such planting until the first season appropriate for such planting that occurs after the completion of grading of the property outside the buffer along the Western Property Line, but no later than the granting of the first Certificate of Occupancy for any structure on the Property. The School further agrees that it shall replace any tree or shrub so planted which dies within the first three (3) years after planting.
2. **Fence.** The School agrees to install a fence along the Property line between the Property and the Community's residential area to the west, which shall be six (6) feet in height and constructed of chain link covered in black vinyl. The School agrees that it will not install any gates in such fence and will maintain such fence in good repair, normal wear and tear excepted.
3. **Sound system.** The School agrees that any outdoor sound system used on the Property shall be designed to minimize the impact on the surrounding property owners and speakers shall be configured so as to direct the sound on the intended audience on the Property. Bullhorns, other portable speakers or means of voice amplification will not be used in connection with outdoor activities on the Property; provided, however, portable speakers may be used for special occasions (such as graduation), but in any event, not more than three (3) times per calendar year. The sound system on the Property will be configured to meet a maximum decibel limit of 75db at the Property line.
4. **Sports Practice Hours.** Outdoor sports practices on the Property shall be permitted during the following times: *take position of sport include band + cheer practice*
 - (a) 7:30 a.m. to 7:30 p.m. Monday through Saturday
 - (b) No practices on Sunday
 - (c) Practices would adhere to the 75db limit at the Property line
 - (d) No restrictions on cross country practices or on indoor practices
5. **Marching Band Practice.** Outdoor marching band practices on the Property shall be limited to weekdays, 8:00 a.m. to 5:00 p.m., August through November. No outdoor marching band practice on the weekends.

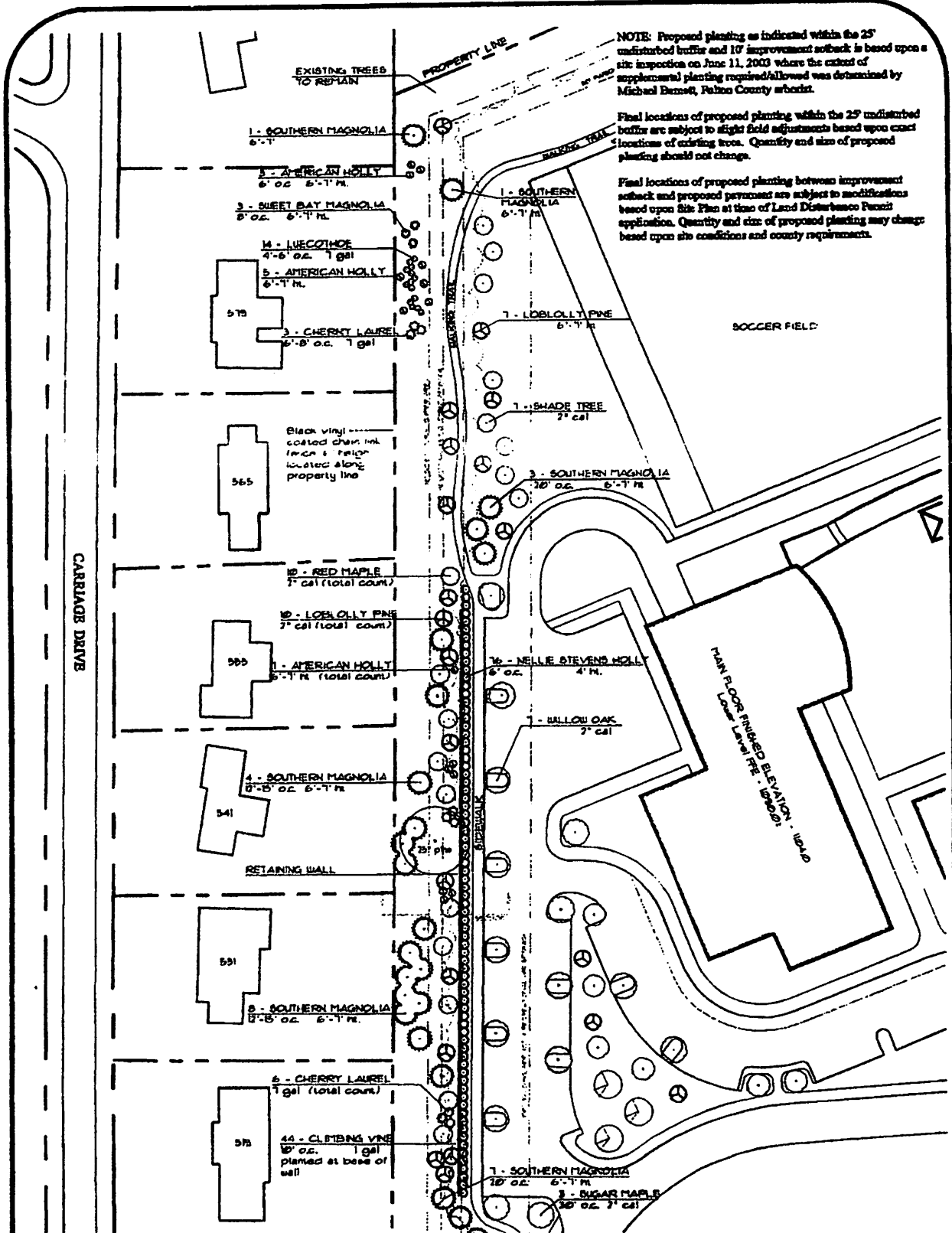
6. **Security.** Once construction has been completed, the School agrees to provide adequate security for the Property. The Community agrees that use of a drive-by security service, consistent with the School current practice on its existing campus at 471 Mt. Vernon Hwy. shall be deemed to be adequate for purposes of this Agreement.
7. **Lighting.**
 - a. The School agrees that any outdoor lighting on the Property shall be designed to minimize impact on the surrounding property owners. Direct illumination will be confined to the Property. Outdoor lighting may include low-level landscape lighting, streetscape fixtures, building accent lighting, or pedestrian pathway lighting. No high-pressure sodium lights (or equivalent) shall be used for exterior lights; exterior lighting shall be limited to incandescent, low-pressure sodium, metal halide, mercury-type, and equivalent bulbs. The School shall not install lighting on the athletic fields which would allow the use of such fields beyond sunset.
 - b. No lighting shall be installed within fifty feet (50') of the Western Property Line. Exterior lighting within one hundred twenty-five feet (125') of the westerly property line of the Property and along the main entry boulevard off of Mount Vernon Highway shall be pedestrian scaled, "streetscape" fixtures, which shall be no higher than twenty feet (20'). Globes or lens shall be diffused or baffled to minimize the visual impact of the light source on the surrounding property owners.
8. **Grounds Maintenance.** The School agrees that landscaping and grounds maintenance work shall be limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 4:00 p.m. on Saturday. Grounds maintenance shall not be permitted on Sunday except that grounds maintenance shall be permitted on Sunday on an exceptional basis in the event (a) inclement weather has not permitted any grounds maintenance work to be undertaken during 4 of the preceding 6 days; (b) emergency situations or (c) to clean or repair storm damage. Landscaping associated with the construction of the facility on the Property may be performed during construction hours.
9. **Trash Dumpsters.** Trash pickup on the Property will be limited to 9:00 a.m. through 4:00 p.m. The School agrees to screen the trash receptacles from the view of the adjacent property owners in the Community.
10. **HVAC Equipment.** HVAC equipment will be designed and acoustically screened, as necessary, to reasonably minimize the acoustical impact on adjacent property owners. Sound levels measured at the property line shall not exceed 55db. Criteria does not apply to back-up emergency generators which would be operated during testing or during power outages. Ventilation from mechanical equipment shall be either directed away from adjacent property owners or designed to have no impact on adjacent property owners.
11. **Gym Windows.** The School agrees that it shall not put operable windows (i.e., windows that open) on the side of the gym that faces the community.
12. **Construction Hours.** Construction hours for exterior construction on the Property shall be limited to 7:00 a.m. to 5:00 p.m.; provided, however, that these restrictions do not

- apply to interior construction and interior finishing work. No radios shall be allowed which are audible outside during construction.
13. **Delivery Hours.** Deliveries to the Property shall be limited to the hours of 7:30 a.m. to 7:30 p.m.; provided that the School shall make reasonable efforts to have all deliveries made between the hours of 9:00 a.m. and 4:00 p.m. Construction deliveries may be made during construction hours.
 14. **Off-Campus Parking.** The School's Upper School Student Handbook will have a policy prohibiting parking in the residential area constituting and forming the Community, with disciplinary action to be taken for any violation. The School's Upper School Student Handbook shall also urge students to be respectful of Community's residential areas (i.e., not using its streets as a cut-through). In the event that the Community determines that there are motor vehicle related issues which have not been resolved by the School, the School agrees to work cooperatively with the Community to seek assistance from Fulton County to resolve such issues.
 15. **Police Officer.** The School agrees to use off-duty police officers or other security personnel for traffic control in connection with major events on the Property.
 16. **Purchase of Additional Homes.** The School agrees that it shall not purchase any property fronting on Carriage Drive for other than single family residential use (as family is currently defined in the Fulton County Zoning Resolution). The foregoing restriction shall not prevent the School from acquiring easements for utility purposes.
 17. **Sale of Property.** The School agrees that it will not sell the Property or its rights under the Purchase Agreement to any Person for use as a school unless such purchaser agrees to assume the obligations of the School under this Agreement. The foregoing requirement shall not apply to (1) any transfer to Thomas K. Glenn or any "Glenn Affiliate", as such term is defined in that certain Agreement for the Purchase and Sale of Real Estate dated March 17, 2003 among Rabun Partners III, L.P., a Georgia limited partnership, Thomas K. Glenn and the School or (2) any pledge or mortgage of the Property to a bank or other financial institution or to any transfer by such bank or financial institution in the exercise of its remedies. "Person" shall be defined as any individual, corporation, firm, association, partnership, trust, or other legal entity.
 18. **Development of Site.** The School intends to develop the site substantially in conformance with the site plan included in the Application (the "Site Plan"). The School agrees that it shall not, without the approval of the Community, voluntarily change the Site Plan to move the westernmost edge of any building closer than 165 feet from the Western Property Line; provided, however, the School and the Community agree that should the School need to move the westernmost edge of the buildings closer than 165 feet from the property line due to legal requirements or other causes outside the control of the School, then the permissibility and availability of such change shall be determined in accordance with the zoning rules, regulations, processes and procedures specified by

Fulton County and the Community may act to support, object or otherwise without constraint by this Agreement.

19. **Zoning Modifications.** The School acknowledges and agrees that any future changes, modifications or amendments to the zoning or any special use permit granted for the Property (including but not limited to variances, modifications or otherwise) shall not diminish or reduce the School's obligations under this Agreement and Conditions 1 through 18 above without the approval of the Community.

Exhibit C
Landscape Plan.
See Attached



MOUNT VERNON
PRESBYTERIAN SCHOOL
 CONCEPT LANDSCAPE PLAN -
 ALONG MOUNT VERNON WOODS - NORTH
 MAY 19, 2003 revised: JUNE 20, 2003



Exhibit B**Conditions of Agreement.**

All conditions shall be subject to any limitations or restrictions as set forth in the Fulton County Zoning Resolution or other code or regulation.

1. **Landscape buffer.** The Community and the School have agreed upon a landscaping plan, which plan is attached hereto as Exhibit C hereto, for the buffer area along the western edge of the Property that is contiguous with the Community (the "Western Property Line"). The School shall reimburse the Community for up to \$1,000.00 for the expense of the Community's landscape architect. The School agrees that it shall plant the trees and shrubs listed in the Landscaping Plan not later than ninety (90) days after the completion of the grading of the property; provided, however, that the School may defer such planting until the first season appropriate for such planting that occurs after the completion of grading of the property outside the buffer along the Western Property Line, but no later than the granting of the first Certificate of Occupancy for any structure on the Property. The School further agrees that it shall replace any tree or shrub so planted which dies within the first three (3) years after planting.
2. **Fence.** The School agrees to install a fence along the Property line between the Property and the Community's residential area to the west, which shall be six (6) feet in height and constructed of chain link covered in black vinyl. The School agrees that it will not install any gates in such fence and will maintain such fence in good repair, normal wear and tear excepted.
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5. **Marching Band Practice.** Outdoor marching band practices on the Property shall be limited to weekdays, 8:00 a.m. to 5:00 p.m., August through November. No outdoor marching band practice on the weekends.

2003U-0009

6. **Security.** Once construction has been completed, the School agrees to provide adequate security for the Property. The Community agrees that use of a drive-by security service, consistent with the School current practice on its existing campus at 471 Mt. Vernon Hwy. shall be deemed to be adequate for purposes of this Agreement.
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b. No lighting shall be installed within fifty feet (50') of the Western Property Line. Exterior lighting within one hundred twenty-five feet (125') of the westerly property line of the Property and along the main entry boulevard off of Mount Vernon Highway shall be pedestrian scaled, "streetscape" fixtures, which shall be no higher than twenty feet (20'). Globes or lens shall be diffused or baffled to minimize the visual impact of the light source on the surrounding property owners.
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10. **HVAC Equipment.** HVAC equipment will be designed and acoustically screened, as necessary, to reasonably minimize the acoustical impact on adjacent property owners. Sound levels measured at the property line shall not exceed 55db. Criteria does not apply to back-up emergency generators which would be operated during testing or during power outages. Ventilation from mechanical equipment shall be either directed away from adjacent property owners or designed to have no impact on adjacent property owners.
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apply to interior construction and interior finishing work. No radios shall be allowed which are audible outside during construction.

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17. **Sale of Property.** The School agrees that it will not sell the Property or its rights under the Purchase Agreement to any Person for use as a school unless such purchaser agrees to assume the obligations of the School under this Agreement. The foregoing requirement shall not apply to (1) any transfer to Thomas K. Glenn or any "Glenn Affiliate", as such term is defined in that certain Agreement for the Purchase and Sale of Real Estate dated March 17, 2003 among Rabun Partners III, L.P., a Georgia limited partnership, Thomas K. Glenn and the School or (2) any pledge or mortgage of the Property to a bank or other financial institution or to any transfer by such bank or financial institution in the exercise of its remedies. "Person" shall be defined as any individual, corporation, firm, association, partnership, trust, or other legal entity.
18. **Development of Site.** The School intends to develop the site substantially in conformance with the site plan included in the Application (the "Site Plan"). The School agrees that it shall not, without the approval of the Community, voluntarily change the Site Plan to move the westernmost edge of any building closer than 165 feet from the Western Property Line; provided, however, the School and the Community agree that should the School need to move the westernmost edge of the buildings closer than 165 feet from the property line due to legal requirements or other causes outside the control of the School, then the permissibility and availability of such change shall be determined in accordance with the zoning rules, regulations, processes and procedures specified by

Fulton County and the Community may act to support, object or otherwise without constraint by this Agreement.

19. **Zoning Modifications.** The School acknowledges and agrees that any future changes, modifications or amendments to the zoning or any special use permit granted for the Property (including but not limited to variances, modifications or otherwise) shall not diminish or reduce the School's obligations under this Agreement and Conditions 1 through 18 above without the approval of the Community.

2003U-0009

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be approved Use Permit for a Private School (Article 19.4.40) subject to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. To the owner's agreement to:
 - a. Restrict the use of the subject property to a private school at a maximum density of 7,450.34 gross square feet per acre zoned or a total gross floor area of 225, 000 square feet, whichever is less.
 - i. Restrict the number of students in the private school to 250 in the Middle School and 600 in the Upper School.
2. To the owner's agreement to abide by the following:
 - a. To the revised site plan received by the Department of Environment and Community Development on July 24, 2003. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
3. To the owner's agreement to the following site development considerations:
 - a. No more than 1 exit/entrance on Glenridge Drive or as may be approved by the Fulton County Traffic Engineer. Curb cut location and alignment are subject to the approval of the Fulton County Traffic Engineer
 - b. No more than 1 exit/entrance on Mount Vernon Highway or as may be approved by the Fulton County Traffic Engineer.. Curb cut location and alignment are subject to the approval of the Fulton County Traffic Engineer.

compliance with the Comprehensive Plan. All building setback lines shall be measured from the dedication but at no time shall a building be allowed inside the area of reservation. All required landscape strips and buffers shall straddle the reservation line so that the reservation line bisects the required landscape strip or buffer. At a minimum, 10 feet of the required landscape strip or buffer shall be located outside the area of reservation. All required tree plantings per Article 4.23 shall be placed within the portion of the landscape strip or buffer that lies outside the area of reservation.

55 feet from centerline of Glenridge Drive;

- 45 feet from centerline of Mount Vernon Highway.
- b. Dedicate at no cost to Fulton County along the entire property frontage, prior to the approval of a Land Disturbance Permit, sufficient land as necessary to provide the following rights-of-way, and dedicate at no cost to Fulton County such additional right-of-way as may be required to provide at least 10.5 feet of right-of-way from the back of curb of all abutting road improvements, as well as allow the necessary construction easements while the rights-of-way are being improved:

30 feet from centerline of Glenridge Drive;

30 feet from centerline of Mount Vernon Highway.

- c. Provide a deceleration lane for each project entrance or as may be required by the Fulton County Traffic Engineer.
- d. Provide a left turn lane for each project entrance or as may be required by the Fulton County Traffic Engineer.
- e. Improve the intersection of Mount Vernon Highway and Glenridge Drive as may be approved by the Fulton County Traffic Engineer.
- f. Provide signal upgrades at the intersection of Mount Vernon Highway and Glenridge Drive as required by the Fulton County Traffic Engineer.
- g. Provide a traffic impact mitigation plan to reduce the number of vehicular trips generated by the development to the Fulton County Traffic Engineer at the concept review phase.

- c. To allow parking within the minimum front yard along Glenridge Drive. (2003VC-0077 NFC)
 - d. To prohibit outdoor lighting of the recreation fields.
 - e. ~~To direct all loudspeakers away from the property line closest to such speaker and toward the interior of the property. Any outdoor sound system shall be designed to minimize the impact on the surrounding property owners with speakers configured so as to direct the sound to the intended audience on the subject site.~~
 - f. To install a 6-foot high black vinyl coated chain link fence along the west property line between the subject site and the Mount Vernon Woods Subdivision. Said fence shall contain no gates. All fences shall require a separate Building Permit and, unless otherwise noted herein, compliance with all conditions associated with the construction of said fence shall be in place prior to the issuance of the first Certificate of Occupancy.
 - g. No lighting shall be installed within 50 feet of the west property line.
 - h. Any lighting installed within 125 feet of the west property line and/or along the main entry road off Mount Vernon Highway shall be no taller than 20 feet. Light fixtures shall be baffled or diffused in a manner which minimizes the impact on the neighboring residential property.
 - i. Trash collection shall be limited to between the hours of 9:00 AM and 4:00 PM. All trash receptacles shall be screened from view from the adjoining residentially zoned property to the west and north.
 - j. Delivery hours shall be limited to the hours of 7:30 AM to 7:30 PM.
 - k. Grounds maintenance shall be limited to the hours of 9:00 AM to 5:00 PM Monday through Friday and 9:00 AM to 4:00 PM on Saturday.
4. To the owner's agreement to abide by the following requirements, dedication and improvements:
- a. Reserve for Fulton County along the necessary property frontage of the following roadways, prior to the approval of a Land Disturbance permit, sufficient land as necessary to provide for

- h. Provide a traffic impact study for the development to the Fulton County Traffic Engineer at the concept review phase.
5. To the owner's agreement to abide by the following:
- a. To contact the Director of Public Works, prior to the application for a Land Disturbance Permit with the Department of Environment and Community Development, to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.
 - b. Prior to the application for a Land Disturbance Permit with the Department of Environment and Community Development, arrange an on-site evaluation of existing specimen trees/stands, buffers, and tree protection zones within the property boundaries with the Fulton County Arborist. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.
 - c. Prior to the application for a Land Disturbance Permit (LDP) with the Department of Environment and Community Development, the developer/engineer shall contact the Public Works Department, Water Service Division and arrange to meet with the Fulton County Drainage Engineer on-site.
 - d. The engineer/developer is required to submit along with the application for a Land Disturbance Permit (LDP) signed documentation verifying the storm water concept plan approval.
 - e. Provide at the LDP approval documentation (such as cross-section, profile, etc.) describing all existing natural streams, creeks, or draws geometry, within the proposed development boundary and provide the appropriate bank erosion protection for the conveyance system after development.
 - f. The developer/engineer is responsible to demonstrate to the County by engineering analysis/computation at the Land Disturbance Permit application that the post-development storm water runoff discharge rate and velocity leaving the site are controlled to 75 percent of the pre-development storm water runoff conditions for the 1-year storm up to and including the 10-year storm event frequencies.
 - g. Prior to the application for a Land Disturbance Permit, the developer/engineer shall submit to the


Department of Public Works, Surface Water Management Section, a project Storm Water Concept Plan. This concept plan shall include a preliminary drawing describing the proposed location of the project surface water quality and quantity facilities/Best Management Practices (BMP's), the existing downstream off-site drainage conveyance system that the proposed development runoff will impact, and the discharge path(s) from the facilities'/BMP's outlet(s) through the offsite drainage system to the appropriate receiving waters. As part of the concept plan, a preliminary capacity analysis shall be performed on the identified offsite drainage system to identify the capacity of all points of constraint (pipes, culverts, etc.), the point in the stream channel where 25 year storm peak flow is the greatest percentage of the channel capacity, and the impact of post developed flows on these points. The critical capacity points shall be selected based upon the engineers' professional judgment and limited field survey data.

- h. The developer/engineer is responsible to conceptually describe to the County at the Storm Water Concept Plan approval phase post development structural Best Management Practices (BMP's) to be utilized to reduce surface water pollution impact associated with the proposed development. The detailed engineering analysis and specifications of BMP's shall be included as a part of the LDP storm water submittal.
- i. Where storm water currently drains by sheet flow and it is proposed to be collected to and/or discharged at a point, the discharge from any storm water management facility shall mimic pre-development sheet flow conditions and shall as a minimum utilize a level spreader as described in "Fulton County Storm Water Management Storm Drainage Design and Criteria Manual, December 2000".
- j. At the Concept review stage provide information on the Structural Best Management Practices (BMP's) that will be used to remove pollutants, such as organic matter, oil and grease from parking lot surface water runoff leaving the site. An assessment of the use of adsorptive filter catch basin inserts shall be provided, and selected BMP's shall be described and located on the storm water concept plan.



INTEROFFICE MEMORANDUM

TO: Mark Massey, Clerk to the Commission

FROM: Steven R. Cover, AICP, Director 
Environment and Community Development

DATE: September 5, 2003



SUBJECT: Clarification of Zoning Conditions 3.d. and 3.k.
Petition 2003U -0009 NFC & 2003VC-0077 NFC
Mt. Vernon Presbyterian School

CONSENT AGENDA – September 17, 2003

Please place the above mentioned item on the September 17, 2003 CONSENT AGENDA. No input from the community is anticipated.

On September 3, 2003 the Board of Commissioners approved petitions 2003U-0009 NFC and 2003VC-0077 NFC as recommended and conditioned by Staff with a Private Agreement dated July 22, 2003. The final conditions inadvertently omitted conditions allowing security lighting of the athletic field and ground maintenance on Sundays. Therefore, condition 3.d. and 3.k. is amended and should read as follows:

3. To the owner's agreement to the following site development considerations:
 - d. To prohibit outdoor lighting of the recreation fields, which would allow the use of such fields beyond sunset.
 - k. Grounds maintenance shall be limited to the hours of 9:00 AM to 5:00 PM Monday through Friday and 9:00 AM to 4:00 PM on Saturday. Ground maintenance shall be permitted on Sunday only on the following exceptional basis:
 - a. The inability to conduct any grounds maintenance work during 4 of the preceding 6 days due to inclement weather;
 - b. Emergency situations;
 - c. The cleaning or repairing of storm damage.

cc: Board of Commissioners (7)
Alice Wakefield, Deputy Director 
Marian Eisenberg, Planning Analysis Manager 
Abdul Akbar, Engineering
Applicant
Files: 2003U-0009 NFC & 2003VC-0077 NFC



INTEROFFICE MEMORANDUM

TO: Mark Massey, Clerk to the Commission
FROM: Steven R. Cover, AICP, Director
Environment and Community Development
DATE: September 25, 2003
SUBJECT: Clarification of Zoning Condition 3.a.
Petitions 2003U -0009 NFC
Mt. Vernon Highway

SR

CONSENT AGENDA – October 1, 2003

FOR SPREADING ON THE MINUTES: ENVIRONMENT AND COMMUNITY DEVELOPMENT – Clarification of Zoning: Request approval of Clarification of Zoning condition pursuant to petition 2003U -0009 NFC. Staff requests to amend condition 3.a. to correct the number of curb cuts recommended by the Traffic Engineer along Glenridge Drive.

Therefore, condition 3.a. should read as follows:

3. To the owner's agreement to the following site development considerations:
 - a. No more than two (2) exit/entrances on Glenridge Drive or as may be approved by the Fulton County Traffic Engineer. Curb cut location and alignment are subject to the approval of the Fulton County Traffic Engineer


cc: Board of Commissioners (7)
Alice Wakefield, Deputy Director *AW*
Marian Eisenberg, Planning Analysis Manager
Abdul Akbar, Engineering
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Files: 2003U -0009 NFC

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Marian Eisenberg, Planning Analysis Manager
Abdul Akbar, Engineering
Applicant
Files: 2003U -0009 NFC

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