

CONDITIONS FOR SPECIAL USE PERMIT  
U-07-08  
CAPITAL CITY CLUB (CCC)

To the extent that the conditions of this Agreement are more restrictive than or are not reflected in conditions applied to the Property by the Atlanta City Council, the conditions in this Agreement will control. The proposed development shall be conditioned as follows:

1. The development must be as shown on the site plan prepared by Chapman Coyle Chapman Architects, dated April 4, 2007, entitled Capital City Country Club Brookhaven, 53 West Brookhaven Drive, and marked received by the Bureau of Planning on April 9, 2007.
2. The development shall comply with existing City of Atlanta ordinances with regard to hours of construction and noise limitations. In no event shall construction continue past 7 pm Monday through Saturday. No deliveries of construction materials or machinery shall occur any earlier than 30 minutes prior to hours of construction or later than 30 minutes after hours of construction. During construction, all personal vehicles belonging to work persons and all construction vehicles must be parked on-site and not on the surrounding public streets. Construction staging will occur only on the property with no off-loading of materials or vehicles on any surrounding streets. Construction access for work on improvements to the clubhouse, tennis courts and parking lot will be by way of the existing club entrance on West Brookhaven Drive. Construction access for the golf course construction will be limited to three points: (a) the current access point for the maintenance facility off West Brookhaven Drive; (b) a new access point near the triangle of Brookhaven Drive and East Brookhaven; and (c) a new access point off East Brookhaven Drive across from its intersection with Lakehaven Drive. No vehicle shall use the West Brookhaven entrance that cannot maneuver onto Club property and completely out of the right of way. CCC agrees that the construction entrance described in (b) above shall be utilized whenever possible for golf course related activity. CCC shall, within reason, attempt to create entrances that are visually consistent with the neighborhood. The location of construction entrances and the routing of construction traffic are subject to approval by the City, but CCC agrees to use its best efforts to minimize the use of neighborhood streets by construction traffic.
3. During the period of construction the developer will notify the president of the Brookhaven Club Neighborhood Association (BCNA) and the co-chairs of the BCNA Zoning Committee of a contact name, email address and telephone number which will be answered 24 hours a day, 7 days a week regarding

problems with the construction. The contact shall be a human and not a recorded voice on an answering machine.

4. All exterior lighting (excluding street lights) both during and after construction shall be designed, shielded and constructed so as to limit the light trespass off-site. Vehicle headlights within the parking area shall be screened from shining on surrounding residential property by a vegetative screen.
5. All dumpsters and service facilities shall be screened. Dumpsters shall only be emptied between the hours of 8 a.m. and 5 p.m. on non-holiday weekdays.
6. The project shall comply with City of Atlanta requirements with regard to storm water runoff. During construction, storm water runoff shall be limited to a rate not greater than the current rate. Silt run-off shall be controlled during construction using more than mandated silt fencing.
7. The proposed tree replacement plan will be made available for comment to the neighborhood prior to the implementation of such plan. CCC agrees to give due consideration to comments and requests from neighbors as channeled through BCNA zoning or the BCNA Board liaison. CCC agrees to, when possible, maintain the visual symbiotic relationship that currently exists between CCC and its neighbors, subject to requirements of applicable tree ordinances
8. All tires on vehicles leaving the construction site will be washed off as necessary to prevent carrying dirt and mud onto the surrounding streets. Should mud and debris accumulate on surrounding streets, CCC shall be responsible for its removal and shall do so on a timely basis.
9. CCC will pay monthly, upon receipt of invoices from the Brookhaven Security Association, the cost for additional security within the BCNA neighborhood added as a result of the CCC construction project. This amount will not exceed a total of \$60,000 and will commence at the beginning of construction and end when all of the sod is laid on the golf course and all exterior work on the clubhouse (including that for parking and tennis courts) is completed.
10. CCC agrees to post signs at all construction entrances in English and in Spanish stating: 1. Agreed upon operating hours; 2. No dumping or littering; 3. No speeding in the surrounding area; 4. All parking restrictions. Capital City Club will monitor compliance with these requirements and fine the contractor(s) for violations.
11. All of these narrative conditions shall be printed on the final site plan filed with the City of Atlanta.