



June 18, 2018

Dear West Paces Neighborhood Resident,

The summer is well under way and I hope this message finds you well. I am writing to ask for your input on the request from Pace Academy to amend the master plan that currently binds construction on campus in the 2007 Agreement between Pace Academy and The West Paces Northside Neighborhood Association. The WPNNA board has listened intently to feedback from affected neighbors and is currently seeking your thoughts on the request to amend the master plan. No decisions have been made at this time and the board remains committed to acting in the best interests of the neighborhood. To that end, I am writing to gather your insights.

On our neighborhood website, www.westpaces.org, a copy of the side by side master plan proposal, the entire original agreement, and a list of all board members is available. Below is a summary of the options outlined in the current agreement and the requests being sought by Pace. This summary was prepared by Mr. Andrew Williams JD, a long-standing resident of our West Paces community and a key negotiator in the formation of the 2007 Agreement with Pace.

In order to consolidate the diversity of opinions on this matter, I am asking residents to please email your impressions directly to the board through contactwestpaces@gmail.com. Sending your impressions to other sites or emails will dilute the board's ability to assess the feedback accurately. Your current volunteer board is here to serve the needs of this community. Thank you in advance for contributing to this very important discussion which greatly impacts our neighborhood.

Sincerely,

Anna Sonoda
West Paces Neighborhood Association
President



Summary: (Written by Mr. Andrew Williams, JD)

In 2007, as part of a settlement with Pace over Pace's proposal to expand certain of its existing facilities and construct certain new facilities on its campus, the WPNNA entered into a "Neighborhood Long Term Cooperation Agreement" with Pace in which the WPNNA agreed not to oppose certain changes and new construction by Pace in exchange for Pace's agreement to limit future campus expansions and changes. Specifically, Pace agreed to limit future development of its campus to areas and uses shown on a Master Plan which is attached as an exhibit to the Neighborhood Agreement, which at that time represented Pace's long-term plan for future campus development.

Among other things, the Neighborhood Agreement and the approved Master Plan (i) includes approval for Pace to build an athletic practice field at the very back of its property, behind the upper lacrosse field, within a defined area, (ii) permits Pace to build a parking deck either on the site of the existing playground adjacent to the Lower School or under the lower athletic field behind the school, (iii) permits the use of the property at 854 West Paces Ferry as a residence of the school headmaster, (iv) permits the construction of 30 parking spaces for the school on the property at 840 West Paces Ferry, and (v) permits expansion of the school buildings within a defined footprint area.

The Agreement also established a Neighborhood Relations Committee (the "NRC") to monitor compliance with the Agreement, to facilitate dialogue between Pace and the Neighborhood, and to handle certain specific issues expected to arise in connection with Pace's permitted future campus development.

The Agreement includes a cap on Pace's enrollment, intended to mitigate the need for future expansions. The term of the Agreement is for 20 years, the maximum enforceable period for restrictions of this type under Georgia law, ending in 2027.

Pace's current proposals are not permitted under the Neighborhood Agreement and approved Master Plan. Some of Pace's proposals represent minor variations from the Master Plan, such as the placement of a portion of the new lower school building slightly outside of the permitted building footprint. The proposed changes to the location of the upper practice field can also probably be characterized as minor variations from the existing Master Plan. Other parts of Pace's proposal represent substantial departures from the existing approved Master Plan, however. These include the construction of a surface parking lot on a portion of the existing lower athletic field, the construction of outbuildings on the edge of the proposed surface parking lot, and replacement of the headmaster's house on West Paces Ferry with a natatorium/fitness/office facility.

Pace does not dispute that its proposals are not permitted by the existing terms of the Neighborhood Agreement and Master Plan. It is not proposing, or to my understanding



threatening, to violate the Agreement. Rather, Pace is requesting that the Neighborhood agree to an amendment to the Agreement that would have the effect of changing the existing Master Plan in a way that would permit its proposed campus modifications.

The WPNNA is certainly under no obligation to agree to any of the changes requested by Pace. If it were willing to agree to any of the requested changes, then of course it could require that, as a condition to the Neighborhood's agreement, Pace would have to agree to conditions and modifications benefitting the Neighborhood (an extension of the term of the Agreement being an obvious example).

One final point to keep in mind: under the existing Agreement, Pace has the right to build a parking deck either at the location of the lower school playground or under the lower athletic field. A failure to agree to Pace's alternative proposals does not assure that Pace would proceed with a deck in either of these locations, but they would be within their rights if they decided to do so.

End of Summary