

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT B(b)

Exhibit No. 180 (Neighborhood Reconciliation Agreement)

Exhibit 41(b)(ii)
OZAH Case No: CBA-1174-E

NEIGHBORHOOD
RECONCILIATION AGREEMENT

Exhibit No. 180 (a)

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NEIGHBORHOOD RECONCILIATION AGREEMENT

This NEIGHBORHOOD RECONCILIATION AGREEMENT ("Agreement") is entered into as of the 17th day of October 2001, by and among:

THE PARTIES

P-1. The Holton-Arms School, Inc., a not for profit Maryland corporation, operating a Private Educational Institution at 7303 River Road, Bethesda, Maryland, pursuant to a Special Exception, and any successor institution or special exception holder;

P-2. the Bradley Boulevard Citizens Association Inc., a non-profit citizens association and Maryland corporation representing the residents of the community bounded by Interstate 495, River Road, Fernwood Road and Booze Creek, and any successor organization;

P-3. the Burning Tree Civic Association, a non-profit citizens association representing the residents of Beech Tree and Burning Tree Roads between River Road and Booze Creek and certain adjoining streets, and any successor organization; and

P-4. George Esenwein, Jane Kinzie, Richard Fong, Peter Masters and Wendy Meer, who have filed complaint(s) with the Board of Appeals regarding certain aspects of the operation of Holton-Arms, as individuals.

DEFINITIONS

The following capitalized terms shall have the following respective meanings for purposes of this Agreement:

D-1. "Academic Year" means the academic school year of Holton-Arms.

D-2. "Affiliated Schools" means the Landon School, as defined in D-17 herein, and such other schools as may be added to this definition by unanimous vote of the Neighborhood Liaison Committee.

D-3. "Athletic Improvements" means the new athletic facilities proposed to be located at the Site as described in Section 2.D herein and as set forth on Exhibit I attached hereto and made a part hereof, including the road and bridge connecting those facilities to the rest of the Holton-Arms campus, and shall consist of only those facilities, and at the locations shown on Exhibit I subject to minor modifications approved by the Neighborhood Liaison Committee.

D-4. "BBCA" means the Bradley Boulevard Citizens Association, Inc., and any successor organization.

D-5. "BTCA" means the Burning Tree Civic Association and any successor organization.

D-6. "Circulation Improvements" means the vehicular circulation improvements proposed for the Site as described in Section 2.B herein and as set forth on Exhibits D and E attached hereto and made a part hereof.

D-7. "Complainants" means, collectively, George Esenwein, Jane Kinzie, Richard Fong, Peter Masters and Wendy Meer..

D-8. "Complaint" means the complaint concerning Holton-Arms that was filed with the Board of Appeals by the Complainants on February 25, 2000, and any supplements thereto.

D-9. "Conservation Easement" means the conservation easement described in Section 2.D(2) herein and set forth on Exhibit J attached hereto and made a part hereof.

D-10. "Effective Date" means the date on which all parties to this Agreement have

fully executed the same.

D-11. "Emergency Access" means the emergency access to the Site from Burdette Road described in Section 2.C herein and set forth on Exhibit G attached hereto and made a part hereof.

D-12. "Environmental Guidelines" means the Maryland National Capital Park and Planning Commission Environmental Guidelines as they exist on the Effective Date.

D-13. "Final Approval by the Board of Appeals" means approval by the Board of Appeals substantially in conformance with the application (or relevant portion thereof) submitted by Holton-Arms, and expiration of the thirty (30) day period for filing an appeal if no appeal is filed or, if an appeal is filed, final unappealable approval by the court of appropriate jurisdiction.

D-14. "Neighborhood Liaison Committee" means the committee described in Section 5 herein which shall have the organization, purposes and functions set forth therein.

D-15. "Holton-Arms" means the Holton-Arms School and any successor institution or special exception holder.

D-16. "Holton-Arms Family" means the students enrolled in Holton-Arms during the academic year, their siblings and parents, Holton-Arms' faculty and staff, and their children.

D-17. "Instructional Building Improvements" means the enlargement and renovation of the Science Building and Arts Building and construction of a Lower School all-purpose building as described in Section 2.E herein and set forth on Exhibit K attached hereto and made a part hereof.

D-18. "Landon School" means the Landon School, a Private Educational Institution located at 6101 Wilson Lane, Bethesda, Maryland.

D-19. "Neighbors" means, collectively, the BBCA and the BTCA, their successors,

and the Complainants.

D-20. "Original Petition" means the modification request, and any amendments or supplements thereto, prepared by Holton-Arms and filed with the Board of Appeals on February 14, 2000, requesting a modification of the Special Exception under Case No. CBA-1174-C. A copy of the Original Petition is attached hereto as Exhibit A and made a part hereof.

D-21. "Peak Hours" means the hours during which the highest concentration of traffic occurs at the Site entrance. Holton-Arms currently identifies those hours as 7:30 to 8:30 a.m. and 3:15 to 4:15 p.m., Monday through Thursday, and 7:30 to 8:30 a.m. and 2:30 to 3:30 p.m. Friday, during the academic year on days when academic classes are in session. The hours designated as "Peak Hours" are subject to change in accordance with changes in school hours and future traffic counts.

D-22. "Private Educational Institution" shall have the definition set forth in Section 59-G-2.19 of the Zoning Ordinance in existence as of the Effective date of this Agreement or as it may be amended as expressly provided by this Agreement. A copy of Section 59-G-2.19 as existing on the Effective Date is attached hereto as Exhibit M. In the event that Montgomery County modifies Section 59-G-2.19 in any way, this Agreement may be modified accordingly, provided that such modification is not inconsistent with any provision of this Agreement.

D-23. "Revised Petition" means the petition to be filed by Holton-Arms with the Board of Appeals requesting a modification of the Special Exception in accordance with this Agreement.

D-24. "Second Petition" means the modification request, and any amendments or supplements thereto, prepared by Holton-Arms and filed with the Board of Appeals on January 8, 2001, requesting further modification of the Special Exception under Case No. S-2467 and

seeking approval of a day care center. A copy of the Second Petition is attached hereto as Exhibit B and made a part hereof.

D-25. "Show Cause Hearing" means that show cause hearing which was held by the Board of Appeals pursuant to notice issued on January 11, 2001, and was the subject of the Board of Appeals decision dated September 7, 2001.

D-26. The "Show Cause Hearing Issues" include the Centennial Garden; the River Road sidewalk; the church, theatre and other facility rentals; the day care program; tutoring and college entrance examination preparation; maximum permitted enrollment; the swim program; the Center for the Arts; and the summer camp.

D-27. "Site" means the property which is identified on Exhibit C attached hereto and made a part hereof, including any unimproved rights of way which are contained therein, and all property hereafter acquired by Holton-Arms and made subject to the Special Exception.

D-28. "Special Exception" means that special exception approval obtained by Holton-Arms under Case No. CBA 1174, in an opinion by the Board of Appeals dated December 1, 1961, together with any modifications thereto subsequently approved by the Board of Appeals.

D-29. "Traffic Management Plan" means the traffic management plan attached hereto as Exhibit E and made a part hereof.

D-30 "Zoning Text Amendment" means the zoning text amendment described in Section 4.L herein and requested pursuant to Division 59-H-9 of the Montgomery County Zoning Ordinance.

RECITALS

R-1. Since 1963, Holton-Arms has continuously operated a not for profit Private Educational Institution for grades 3-12 at 7303 River Road, Bethesda, Maryland ("the Site") pursuant to the Special Exception.

R-2. On February 14, 2000, Holton-Arms applied to the Board of Appeals for a modification (the "Original Petition") of the Special Exception under Case No. CBA-1174-C. The Original Petition sought approval, inter alia, for the following improvements at the Site: (a) enlargement of the Science Building and Arts Building and construction of a Lower School all-purpose building ("Instructional Building Improvements"), (b) construction of a track and athletic field, spectator seating and related buildings and improvements east of Booze Creek, and (c) construction of an access road to the Site from the intersection of Burning Tree and Beech Tree Roads.

R-3. On February 25, 2000, Complainants filed a complaint (the "Complaint") with the Board of Appeals regarding certain aspects of the operations of Holton-Arms.

R-4. On May 19, 2000, the Montgomery County Department of Permitting Services inspected the Site and on May 30, 2000, issued a Notice of Violation to Holton-Arms that certain aspects of its operations were in violation of the Special Exception.

R-5. On January 8, 2001, Holton-Arms applied to the Board of Appeals for further modification of the Special Exception under Case No. S-2467 (the "Second Petition"), seeking approval of a day care center which had also been a subject of the Complaint and Notice of Violation.

R-6. On January 11, 2001, the Board of Appeals issued a Notice of Show Cause Hearing to Holton-Arms.

R-7. On January 22, 2001, Holton-Arms filed with the Board of Appeals a Supplemental Statement of Operations which incorporated a description of certain aspects of its operations which were the subject of the Complaint and requested that the Board of Appeals approve these operations as part of its ruling on the Original Petition.

R-8. After extensive hearings, the Board of Appeals voted at a work session on March 28, 2001, to hold Holton-Arms in violation of the Special Exception. It issued a written opinion September 7, 2001, which imposed the following:

- a. the conditions of the Special Exception were modified to reduce the maximum permitted enrollment for the academic year from 650 to 645;
- b. the enrollment for the day care center was capped at a maximum of 15 and limited to children of Holton-Arms faculty and staff, and Holton-Arms may not apply for an increase for two years;
- c. the enrollment cap for the summer camp shall not exceed 645 and fifty percent (50%) of summer camp enrollees must be Holton-Arms students or from the families of Holton-Arms students,
- d. seventy-five percent (75%) of Center for the Arts enrollees must be Holton-Arms students or from the families of Holton-Arms students,
- e. any leasing of facilities to others, including schools or outside organizations, must terminate at the end of the current lease or the current school year, whichever is sooner, except that the Reformed Presbyterian Church may continue its lease until September 7,

2002; and

f. Holton-Arms must file written reports with the Board of Appeals every three (3) months regarding compliance with the terms and conditions of the Special Exception, including those imposed by the Board in its September 7, 2001 opinion, that document the termination of its leases and its compliance with the enrollment restrictions for the (a) academic, (b) day care, (c) camp and (d) arts center programs, and that make full disclosure of its schedule of activities for the preceding period.

R-9. Public hearings on the Original Petition and Second Petition are scheduled to be held shortly before the Board of Appeals. The Neighbors oppose both petitions in their present form and are prepared to participate in the hearings in opposition.

R-10. Through this Agreement, Holton-Arms and the Neighbors seek to avoid further contested proceedings before the Board of Appeals and/or the courts, and litigation, and desire to improve relations between Holton-Arms and the Neighbors now and in the future.

R-11. To achieve the goals set forth in R-10:

a. Holton-Arms agrees, as set forth herein, (1) to file with the Board of Appeals a Revised Petition that modifies the pending Original Petition and Second Petition in accordance with this Agreement; (2) to use its best efforts to have the Revised Petition approved by the Board of Appeals, and (3) to comply with the other terms and conditions set forth in this Agreement.

b. The Neighbors agrees to support or not oppose the Revised Petition as set forth herein and to comply with the other terms and conditions of this Agreement; and

c. Holton-Arms and the Neighbors agree to establish a Neighborhood

Liaison Committee as set forth in Section 5 herein.

R-12. In consideration of Holton-Arms agreeing to file and use its best efforts to obtain approval for a Revised Petition and to comply with the other terms and conditions of this Agreement, the Neighbors agree to support or not oppose the Revised Petition as set forth herein and to comply with the other terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Incorporation

The foregoing identification of parties, definitions and recitals are incorporated herein by reference.

2. Petition and Revised Obligations, Conditions and Limitations of Holton-Arms

A. Revised Petition

(1) Holton-Arms shall file with the Board of Appeals a Revised Petition for the purpose of modifying the Original Petition and the Second Petition. The Revised Petition shall modify the Original Petition and the Second Petition pursuant to the provisions of this Agreement. The Revised Petition may not include any provisions not provided for under the Original Petition and the Second Petition, except as provided under this Agreement.

(2) Holton-Arms agrees to use its best efforts to obtain Board of Appeals approval of the Revised Petition.

(3) It is the understanding of the parties hereto that Holton-Arms plans

to request that the Board of Appeals reconsider certain aspects of its vote on the Show Cause Issues. The parties anticipate that such requests shall be made in a filing separate from the Revised Petition. In the event that Holton-Arms elects to make such requests through the Revised Petition, Holton-Arms agrees that such requests shall be clearly segregated from the other matters addressed in the Revised Petition.

(4) In the event that any provisions of the Revised Petition shall require approval of a Zoning Text Amendment by the County Council, supplemental filings may be made with the Board of Appeals subsequent to such County Council vote.

B. Circulation Improvements

(1) Holton-Arms agrees to file the Revised Petition specifying the design, location, terms and conditions of the Circulation Improvements set forth in Exhibits D and E, attached hereto and made a part hereof, including the following:

a. Construction of all Circulation Improvements shall commence within one (1) year of obtaining final governmental approvals, which approvals shall be requested and pursued within six (6) months of the Effective Date of this Agreement.

b. Holton-Arms shall construct a widened entrance immediately adjacent to River Road, which shall have four lanes of traffic if approved by the State Highway Administration, shall relocate and widen the entrance road to include left-turn storage lane(s) in the center, and shall extend the east-bound, left-turn storage lane at the intersection of River Road and Royal Dominion if approved by the State Highway Administration.

c. Holton-Arms shall construct an internal two-lane, northwest-southeast roadway, which shall be generally parallel to River Road across Granger Hill

and shall connect the upper and lower roads on the campus.

d. Holton-Arms shall relocate the existing Holton-Arms sign and gate fronting River Road on the Site as shown on Exhibit D.

e. Holton-Arms shall implement the Traffic Management Plan attached hereto as Exhibit E and made a part hereof.

f. Holton-Arms shall implement the Circulation Improvements prior to using the Instructional Building Improvements or Athletic Improvements.

(2) The Revised Petition shall not include any proposal to construct a roadway or any other vehicular or pedestrian access to or from the Site from Burning Tree and/or Beech Tree Roads including unimproved rights of way for those roads.

(3) Holton-Arms agrees that access to or from the Site from Burning Tree and/or Beech Tree Roads shall be prohibited in the following manner, so long as the Site is used for educational or non-residential purposes or the Athletic Improvements exist on the Site (whichever is longer):

a. Holton-Arms agrees that upon final approval by the Board of Appeals of the Emergency Access and Circulation Improvements substantially in accordance with the provisions of the Revised Petition, Holton-Arms will, within thirty (30) days of such approval, execute and record in the land records of Montgomery County a covenant running with the land which shall provide that so long as the Site, or any portion thereof, is used for educational purposes (including related housing) or the Athletic Improvements exist on the Site, whichever is longer, no vehicular or pedestrian access shall be permitted, directly or indirectly, to or from any portion of the Site which is used for educational (including related housing) or athletic purposes

from Burning Tree and/or Beech Tree Roads, including any unimproved rights of way for those roads. A copy of the covenant to be recorded is attached hereto as Exhibit F.

b. Holton-Arms agrees that, after final approval by the Board of Appeals of the Emergency Access and Circulation Improvements substantially in accordance with the Revised Petition, in the event that Holton-Arms sells or leases that portion of the Site located to the east of Booze Creek and north of Summer Mill Court, as shown on Exhibit C, (i) it shall neither retain nor permit any access to or from the portion of the Site not so sold or leased to, from or through the portion sold; (ii) it agrees that Montgomery County and/or the Maryland National Capital Park and Planning Commission (or its successor) shall have the right of the first refusal, for one hundred and twenty (120) days from the date on which it is so notified, to elect to purchase or lease such land at fair market value; and (iii) it shall not sell or lease less than the entire portion of the Site located to the east of Booze Creek as shown on Exhibit C;

c. Holton-Arms shall not utilize Burning Tree or Beech Tree Roads for access to or from the Site during construction of any proposed development herein or thereafter.

C. Emergency Access

(1) Holton-Arms agrees to file with the Board of Appeals a Revised Petition setting forth the design, location, terms and conditions of the improvements to the Emergency Access to the Site from Burdette Road which are set forth in Exhibit G attached to this Agreement and made a part hereof. The Revised Petition shall explicitly demonstrate that: (a) such access shall be limited by a gate or other such method solely to emergency vehicles and/or emergency evacuation of the campus; (b) the improved access will accommodate all necessary

emergency vehicles; and (c) the access will utilize grass pavers inside the gate on the Holton-Arms campus. This provision shall not interfere with, or otherwise prevent, the use of the gravel portion of the Emergency Access as a residential driveway for the single family detached residence located at 8311 Burdette Road, Bethesda, Maryland, and for a single family detached residence to be constructed on the adjacent parcel, shown on the Montgomery County tax map GN 33 as Parcel P633.

(2) Holton-Arms agrees that upon final approval by the Board of Appeals of the Emergency Access provisions substantially in accordance with the Revised Petition, it will execute and record in the Land Records of Montgomery County, within thirty (30) days of such approval, a covenant running with the land which shall identify the location and restrictions as to use of the Emergency Access road in accordance with this Agreement for as long as the Site or any portion thereof is used for educational purposes (including related housing) or the Athletic Improvements exist on the Site, whichever is longer. A copy of the covenant to be recorded is attached hereto as Exhibit H.

D. Athletic Improvements

Holton-Arms agrees to file with the Board of Appeals a Revised Petition that modifies, in accordance with this Agreement, the track and athletic field, spectator seating, related buildings, parking lot and other improvements proposed in the Original Petition. The Revised Petition shall specify the design, location, terms and conditions of the Athletic Improvements set forth in Exhibit I attached hereto and made a part hereof, including:

(1) A track and athletic field located approximately 120 feet to the south of the track and field proposed in the Original Petition; benches for two teams; one

observation platform for coaches and officials; one scoreboard; drinking fountains; bleachers with a maximum seating capacity for 200 spectators; one support building for storage, rest rooms and first aid; and landscaping, which shall include evergreen plantings around the circumference of the track and field complex designed to shield the project from the view of the adjacent properties, all as shown on Exhibit I.

(2) In the event that the Board of Appeals approves the Athletic Improvements substantially in accordance with the Revised Petition, Holton-Arms agrees to place, prior to any grading, tree cutting, brush clearing or other work on the Site east of Booze Creek and north of Summer Mill Court, the Conservation Easement on that portion of the Site located to the east of Booze Creek and north of Summer Mill Court that will not be occupied by the completed Athletic Improvements, as set forth on Exhibits I and J attached hereto and made a part hereof. Such Conservation Easement shall be substantially similar to or identical with the Category I Conservation Easement of the Montgomery County Planning Board. This Conservation Easement shall be executed by Holton-Arms and filed in the Land Records of Montgomery County. Such Conservation Easement shall be in effect as long as that portion of the Site located to the east of Booze Creek and north of Summer Mill Court (or any part of such portion) is used for any purpose other than individually owned single family detached residences, or as long as the Athletic Improvements exist on the Site, whichever is longer.

(3) In the event that the Athletic Improvements are constructed, Holton-Arms agrees that so long as the Athletic Improvements exist on the Site, it shall neither sell nor lease any portion of the Site located on the same side of Booze Creek as the Athletic Improvements.

(4) .The Athletic Improvements shall not contain a concession stand structure, press box, or non-portable public address system. They shall contain no lighting other than the low height timed roadway lighting and motion activated security lights recessed under the canopy of the building, both as shown on Exhibit I. Any portable public address system shall be used only by coaches or officials and only for track and field events.

(5) Holton-Arms currently uses two athletic fields. It shall continue to use both these fields in conjunction with the new Athletic Improvements for classes, practices and interscholastic competition. The use of the Athletic Improvements shall be limited to (a) Holton-Arms' regular physical education classes; (b) school functions (approximately nine (9) per year) attended solely by Holton-Arms Family; (c) sports practices for Holton-Arms' teams; (d) solo track or sport practice by a member of the Holton-Arms family, (e) interscholastic athletic competitions (not to exceed a total of 35 per academic year including track and field events) between Holton-Arms and other schools consisting of the Holton-Arms team and one opposing team from another school, provided, however, that track and field events may include up to four (4) opposing teams; and (f) interscholastic athletic conference championships in which Holton-Arms is a host school for conference elimination and/or championship events (regardless of whether Holton-Arms is a participant in the finals) for a conference or league in which Holton-Arms has participated that year, provided, however, that (i) any individual sport's conference elimination and/or championship events shall not be held on the Athletic Improvements more frequently than once every five (5) years and (ii) conference elimination and/or championship events shall not be held on the Athletic Improvements more frequently than once per year. During such championships, the number of events shall not exceed one match or game per weekday and two on weekend days. Except for such

conference elimination and/or championship events, the total number of events held on the Athletic Improvements on weekend days shall not exceed five (5) per year. The Athletic Improvements shall not be used during the time period June 15 through August 31 except for try-outs and sports practices for Holton-Arms teams or when one or both of the other fields are closed for periodic maintenance. Holton-Arms reserves the right to request a change in the frequency of field use, and the Neighbors reserve the right to oppose such request, both subject to the provisions of Section 5 of this Agreement.

(6) Holton-Arms agrees that it will not: (1) enlarge the size or change the location of any of the Athletic Improvements shown on Exhibit I; (2) expand the field; (3) add lighting; (4) increase the number of spectator seats or parking spaces; or (5) permit persons who attend events held on the Athletic Improvements to park on residential streets. The location of individual elements within the Athletic Improvements shown on Exhibit I may be changed if approved by the Neighborhood Liaison Committee (and, as applicable, the Board of Appeals).

E. Instructional Building Improvements

Any modification to the Science and Arts Buildings and Lower School Building proposed in the Revised Petition shall be in substantial accordance with the improvements for those buildings set forth in the Original Petition.

3. Neighbors' Obligations, Conditions and Limitations

A. Support for Improvements

The Neighbors agree that if the Emergency Access and the Instructional Building and Circulation Improvements proposed in the Revised Petition are consistent with this

Agreement, they will support Holton-Arms' request for approval of those modifications and will present oral and/or written testimony in support before the Montgomery County Planning Board and the Board of Appeals. The Neighbors agree that if the Athletic Improvements proposed in the revised Petition are consistent with this Agreement, they will neither oppose nor encourage opposition to Holton-Arms' request for approval of those Improvements. BBKA further agrees that it will support the request and will provide oral and/or written testimony in support to those Boards. The BTCA reserves the right to inform the Board of Appeals of any inconsistencies between the Athletic Improvements proposed in the Revised Petition and the Planning Board's Environmental Guidelines and Master Plan.

B. Support for Modified River Road Access and Storage Lane

The Neighbors agree to support, with oral and written testimony to both the Maryland State Highway Administration and the Board of Appeals, a proposal by Holton-Arms to widen the access to the Site from River Road to four lanes as consistent with this Agreement and to extend the east-bound left turn storage lane on River Road.

C. Publicity

The Neighbors agree to work, directly or through representatives, with representatives of Holton-Arms in a good faith effort to prepare a joint press release regarding this Agreement. In addition, Holton-Arms and the Neighbors agree jointly to publicize the benefits of this Agreement to their members by way of a meeting, flyer, mailing or newsletter, or on their website if applicable, and to encourage the Burning Tree PTA to do the same.

D. Appeals

The Neighbors agree that in the event the Board of Appeals approves the

Revised Petition in substantial conformance with this Agreement and the Revised Petition as originally filed, they will neither appeal nor oppose, nor encourage the appeal of or opposition to, the approval of the Revised Petition, directly or indirectly. In the event that Holton-Arms appeals a decision by the Board of Appeals, the Neighbors shall not oppose those positions taken by Holton-Arms which are consistent with the terms of this Agreement.

4. Additional Obligations, Conditions and Limitations of Holton-Arms and the Neighbors Relating to Matters Arising out of the Show Cause Hearing

A. Request for Reconsideration/Modification

Nothing in this Agreement precludes Holton-Arms from seeking modification of any terms of the Board of Appeals September 7, 2001, decision on the Show Cause Issues provided such modification is consistent with this Agreement. Nothing in this Agreement shall preclude the Neighbors from opposing any modification to the Board of Appeals' decision or from defending that decision, unless such opposition or defense is contrary to this Agreement. In the event that the final Board of Appeals' decision on any Show Cause Issue does not grant relief as set forth herein, Holton-Arms shall have the right to appeal such decision; however, this Agreement shall remain in full force and effect unless otherwise provided herein. Holton-Arms agrees that it will not appeal any portion of the Board of Appeals' decision on the Show Cause Issues that is consistent with this Agreement.

B. Status Reports

Holton-Arms agrees that any request for reconsideration or modification of any aspect of the Board of Appeals' decision regarding the Show Cause Issues will include a provision that Holton-Arms, in accordance with the opinion of the Board of Appeals dated

September 7, 2001, and for so long thereafter as requested by the Board, shall file with the Board of Appeals, and, after the establishment of the Neighborhood Liaison Committee, with each member of the Neighborhood Liaison Committee, a quarterly status report setting forth (i) the current school enrollment, (ii) the number of summer campers registered and their relationship to Holton-Arms; (iii) the number of Center for the Arts enrollees and their relationship to Holton-Arms; (iv) the number of individuals registered in the day care program and their relationship to the Holton-Arms faculty; and (v) the schedule of on-campus activities (including use of athletic facilities) for the preceding three months.

C. Review

Any request for reconsideration or modification regarding Show Cause Issues shall request that the Board of Appeals hold a review hearing after six consecutive quarterly reports have been filed.

D. Centennial Gardens and River Road Sidewalk

Holton-Arms shall submit to the Board of Appeals, as part of any request for reconsideration or modification, a revised site plan that depicts the Centennial Garden and the sidewalk along the River Road frontage.

E. Facility Rental

Holton-Arms shall not renew its current lease with the Reformed Presbyterian Church after the academic term ending June 22, 2002. Holton-Arms shall not lease any portion of the Site or facilities thereon unless such rental is expressly authorized by the zoning ordinance and approved by the Board of Appeals after the review and comment provided by Section 5 herein. The Neighbors reserve the right to oppose such request(s).

F. Day Care Program

Holton-Arms shall limit to fifteen (15) the number of children enrolled in its Day Care Program, beginning September 2001, and shall limit such enrollment to the children of Holton-Arms faculty and staff. Holton-Arms reserves the right to request modifications of the day care center enrollment in the future in accordance with the provisions of Section 5.H herein, and the Neighbors reserve the right to oppose such request(s) in accordance with the same.

G. College Entrance Examinations

(1) Holton-Arms may request the Board of Appeals, by Motion for Reconsideration or otherwise, to grant approval for the continuation of conducting on the Site up to four (4) six-week college entrance examination training courses per year for classes for up to eighty (80) students per course. Such college entrance examination training courses shall be conducted only at times when participants will neither arrive nor leave during Peak Hours, and enrollment preference shall be given to Holton-Arms Family and applicants who reside within the 20817 zip code. The current proposed schedule is Saturdays, 9:00 a.m.-1:00 p.m.; Sundays, 12:00 p.m.-4:00 p.m. and 5:30 p.m.-9:30 p.m.; and Monday-Friday, 6:30 p.m.-9:30 p.m.

(2) The Neighbors reserve the right to oppose such request unless Holton-Arms demonstrates that (a) the traffic generated by such use can be accommodated without adverse effects upon the neighboring roads and properties and (b) either (i) a minimum of fifty percent (50%) of the students enrolled will be from Holton-Arms Family or (ii) a Zoning Text Amendment substantially in accordance with Section 4.L herein is enacted expressly authorizing the Board of Appeals to approve such use, and Holton-Arms demonstrates compliance with the special

exception requirements as amended.

(3) In the event that Holton-Arms has formally requested the Montgomery County Council to adopt the Zoning Text Amendment as set forth in Section 4.L and requests permission from the Board of Appeals to conduct such college entrance examination courses with less than 50% Holton-Arms Family enrollment for the 2001-02 academic year only, or Holton-Arms requests such permission on the condition that it will have formally requested the Montgomery County Council to adopt the Zoning Text Amendment within sixty (60) days of the Effective Date of this Agreement, the Neighbors will not oppose such request for permission.

H. Enrollment

(1) Holton-Arms may request the Board of Appeals by Motion for Reconsideration, or otherwise, to permit its maximum enrollment to remain at 650 students and/or to permit up to fifteen (15) daughters of faculty members who regularly arrive and depart from the Site with the parent faculty member not to be counted against an enrollment cap.

(2) The Neighbors reserve the right to oppose any such request which would be effective prior to August 2003 or prior to completion of the Emergency Access and Circulation Improvements. After August 2003 and completion of the Emergency Access and Circulation Improvements, the BTCA reserves the right to oppose the request, the Complainants will not oppose the request, and BBCA will support it.

(3) In the event that the Board of Appeals approves an enrollment of 650 students and/or permits up to fifteen (15) such daughters of Holton-Arms faculty not to be counted against an enrollment cap, the Neighbors shall not appeal such approval.

(4) Future enrollment shall not be changed unless approved by the

Board of Appeals, and the Neighbors reserve the right to oppose any requests to increase enrollment not provided for in this Section 4.H.

I. Center for the Arts Program

(1) Holton-Arms may request the Board of Appeals, by Motion for Reconsideration or otherwise, to permit continued operation of a Center for the Arts program with less than 75% Holton-Arms Family enrollment.

(2) The Neighbors reserve the right to oppose such request unless Holton-Arms demonstrates that (a) the traffic generated by such use can be accommodated without adverse effects upon the neighboring roads and properties, (b) the total enrollment of the Center for the Arts programs at any given time will not exceed fifty percent (50%) of the maximum enrollment approved for the school's regular academic program, and (c) no more than 20 participants not part of Holton-Arms Family shall be on campus at the same time for the purpose of the Center for the Arts programs; and (d) either (i) a minimum of fifty percent (50%) of the students enrolled will be from Holton-Arms Family or (ii) a Zoning Text Amendment substantially in accordance with Section 4.L herein is enacted expressly authorizing the Board of Appeals to approve such use, and Holton-Arms demonstrates compliance with the special exception requirements as amended.

(3) In the event that Holton-Arms has formally requested the Montgomery County Council to adopt the Zoning Text Amendment as set forth in Section 4.L herein and requests permission from the Board of Appeals, by a motion to stay or otherwise, to continue the Center for the Arts program with less than 75% enrollment for the 2001-02 academic year only, or Holton-Arms requests such permission on the condition that it will have formally requested the Montgomery County Council to adopt the Zoning Text Amendment within sixty (60)

days of the Effective Date of this Agreement, the Neighbors will not oppose such request for permission.

(4) All Center for the Arts programs shall be conducted in a manner such that all non-Holton-Arms participants shall arrive and leave during non-Peak Hour periods, and enrollment preference shall be given to Holton-Arms Family and applicants who reside within the 20817 zip code.

J. Summer Camp

(1) Holton-Arms shall limit its Summer Camp enrollment, beginning with the 2002 camp, to the enrollment authorized by the Board of Appeals for the School during the academic year.

(2) The camp shall have an enrollment preference as follows:

(a) Holton-Arms Family members;

(b) returning campers and their siblings; and

(c) applicants residing within the 20817 zip code.

(3) Holton-Arms may request the Board of Appeals, by Motion for Reconsideration or otherwise, to approve continued operation of a summer camp with less than 50% Holton-Arms Family enrollment. The Neighbors reserve the right to oppose any such request unless (a) a Zoning Text Amendment substantially in accordance with Section 4.L herein is enacted expressly authorizing the Board of Appeals to approve such use; (b) Holton-Arms demonstrates that the traffic generated by such use can be accommodated without adverse effects upon the neighboring roads and properties and that Holton-Arms otherwise complies with the special exception requirements as amended; and (c) such request would not take effect before

commencement of construction for the Emergency Access and Circulation Improvements.

K. Supervised Student Swimming Program

(1) Holton-Arms may request the Board of Appeals, by Motion for Reconsideration or otherwise, to allow its indoor swimming pool facilities to be used during non-Peak Hours for supervised competitive swimming programs for Holton-Arms Family and students of the schools that swim competitively against Holton-Arms, subject to the following conditions and provisions:

(a) No more than forty (40) swimmers shall be in attendance at any time, and each swimmer shall arrive and depart outside of the Peak Hours. The current proposed schedule is: weekday mornings between the hours of 5 a.m. and 6:30 a.m.; weekday evenings between the hours of 5:00 and 9:00 p.m.; Saturdays between 7 a.m. and 10 a.m.; and Sunday afternoons between 2:30 p.m. and 8:30 p.m.

(b) A parent driver who has a student enrolled in the Swim Programs may swim during the same time period as his or her passengers,

(c) Holton-Arms may accept compensation for such use in an amount no greater than the proportion of the maintenance and operating costs for the pool and related aquatic facilities directly related to such use.

(2) The Neighbors will not oppose such request so long as Holton-Arms demonstrates that the traffic generated by such use can be accommodated without adverse effects upon the neighboring roads and properties.

L. Zoning Text Amendment

(1) The Neighbors agree not to oppose, and BBKA will support, a

Zoning Text Amendment requested by Holton-Arms for the purpose of authorizing Private Educational Institutions to provide to persons other than students enrolled in the school's regular academic program, subject to application to and approval by the Board of Appeals in accordance with the standards set forth in Section L.2 herein, the following: (a) tutoring and college entrance exam preparatory courses; (b) arts education programs; and (c) summer day camps. If BBKA's support of such amendment involves the assistance of counsel, Holton-Arms agrees to reimburse BBKA for reasonable attorneys' fees.

(2) Such Zoning Text Amendment shall be substantially similar to that set forth on Exhibit L attached hereto and made a part hereof and shall contain the following provision: "A Private Education Institution Special Exception may allow (i) tutoring and college entrance exam preparatory courses, (ii) arts education programs and (iii) a summer day camp upon a finding that:

(a) such use(s) are directly related to the educational purposes of the school;

(b) all traffic to and from the site on which the school campus is located is by an existing arterial road;

(c) there is adequate road capacity and all other public facilities are adequate to accommodate such uses at the times and in the numbers requested;

(d) adequate facilities and spaces exist at the school to accommodate such uses; and

(e) such uses will not cause any adverse effects due to intensity of use or otherwise, such as noise, traffic, lights, glare, odor, vibrations, intensity of

physical activity and/or aesthetics, upon nearby properties or the neighborhood.

(f) such uses (i) in combination with other uses of the school campus, shall not result at any time in the presence on the school campus of more students/campers than approved for the enrollment for the regular academic year; (ii) shall be operated on a non-profit basis which may include cost reimbursement, and (iii) shall be designed to serve the regularly enrolled students of the school and shall give enrollment preference to students enrolled in the school's regular academic program.

(3) Any request for the adoption of any such Zoning Text Amendment described herein shall be made within 60 days of the Effective Date.

(4) The Neighbors reserve the right to oppose any zoning text amendment, or any amendment proposed to a zoning text amendment, which is inconsistent with this Section L.

(5) Holton-Arms agrees that it will not request Board of Appeals' approval for any use permitted by a zoning text amendment that is inconsistent with the provisions of this Agreement.

5. Neighborhood Liaison Committee

A. Established. Upon final approval by the Board of Appeals of the Revised Petition in substantial conformance with this Agreement, the parties shall establish the Neighborhood Liaison Committee, which shall operate in the manner set forth below for a period of twenty-five years. At the conclusion of this period, the parties may elect to extend the period of operation by mutual written consent, which consent may amend or modify the provisions of this

Section 5.

B. Organization. The Neighborhood Liaison Committee shall be comprised of the following:

- (1) Up to five (5) representative(s) from Holton Arms, and
- (2) From the Neighbors:
 - (a) two representatives of the BBCA;
 - (b) two representatives of the BTCA;
 - (c) Mr. George Esenwein (so long as he continues to reside at his current address) (or a representative selected by Complainants who continue to reside at their current address);
- (3) The following may participate as non-voting members:
 - (d) a representative of the Burning Tree Elementary School PTA;
 - (e) the Peoples' Counsel of Montgomery County;
 - (f) Owner(s) of property(ies) abutting the Site whose property may be affected.

No representatives from the Neighbors shall be a Holton-Arms alumna, a Holton-Arms employee, a parent of a Holton-Arms student or alumna, or a child of a Holton-Arms alumna.

C. Purpose. The Neighborhood Liaison Committee shall exist for the purpose of (1) facilitating communication among the parties, (2) providing a mechanism for the potential resolution of disputes pertaining to this Agreement or the Special Exception, as it has been or may hereafter be modified, and (3) reviewing and commenting on Holton-Arms' compliance with the Special Exception and on proposed amendments or modifications to the Special Exception. Provided that all such requests are first submitted to the Neighborhood Liaison Committee in accordance with Section 5.H herein, Holton-Arms may not be prohibited from seeking any new

approvals, or any modifications to any approval already obtained from the Board of Appeals, that are not inconsistent with this Agreement, and Neighbors may oppose such request if such opposition is not inconsistent with this Agreement.

D. Meetings. The Neighborhood Liaison Committee shall meet at least quarterly, and from time to time as deemed necessary, to discuss and attempt to resolve any matters arising under this Agreement or the Special Exception and to review and comment upon proposed amendments or modifications to the Special Exception. Meetings may be called by any member of the Neighborhood Liaison Committee by ten (10) days written notice to all other members.

E. Notice. During the term of the Neighborhood Liaison Committee, Holton-Arms and the Neighbors agree that, prior to commencing legal action under this Agreement or in regard to the Special Exception, each must (i) provide written notice of the alleged breach or conduct to all parties hereunder and to the Neighborhood Liaison Committee and (ii) give a reasonable opportunity for curing such alleged breach or conduct as set forth below.

F. Alternative Dispute Resolution. The Neighborhood Liaison Committee shall make a good faith attempt to resolve any disputes arising between the parties regarding matters arising under this Agreement or pertaining to the Special Exception. During the term of the Neighborhood Liaison Committee, any party to this Agreement may not instigate any lawsuit, proceeding before the Board of Appeals or any other legal action arising under this Agreement or pertaining to the Special Exception until (i) the party has submitted the matter to the Neighborhood Liaison Committee and requested review of the same and (ii) the Neighborhood Liaison Committee has met regarding the request and attempted, in good faith, to resolve the dispute. Such meeting(s) must commence no later than thirty (30) days after receipt of notice and

must conclude within thirty (30) days after they commence. Minutes of any such meeting(s) shall be taken by a party so designated by the Neighborhood Liaison Committee, and a copy of the minutes shall be provided to each member of the committee within five (5) working days.

G. Right to Proceed. Notwithstanding the foregoing, it shall not be a violation of this Agreement to instigate any lawsuit, proceeding before the Board of Appeals, or any other legal action arising under this Agreement or pertaining to the Special Exception prior to a Neighborhood Liaison Committee meeting if any delay in instituting such lawsuit, proceeding or action would preclude or jeopardize the same due to filing deadlines imposed by an applicable law or rule. Such filing does not avoid the obligation to have the Neighborhood Liaison Committee meet at its earliest opportunity thereafter to attempt to resolve the dispute.

H. Review of Modifications. During the term of the Neighborhood Liaison Committee, Holton-Arms shall present any future proposed modifications of the Special Exception to the Neighborhood Liaison Committee for review and comment before submitting the same to the Board of Appeals or the Planning Board. The Neighborhood Liaison Committee shall have the right to review and comment on any such proposed modifications and, if the Neighborhood Liaison Committee shall unanimously conclude to support the proposed modification, shall have the right to submit recommendations on the same to the Planning Board and/or the Board of Appeals. If the Neighborhood Liaison Committee does not unanimously support such modification, Holton-Arms may submit such modification to the Board of Appeals provided that such modification is not inconsistent with this Agreement, and any member of the Committee may oppose such modification provided such opposition is not inconsistent with this Agreement. The review and comment process must commence no later than thirty (30) days after receipt of the proposed modification(s) and must

conclude within ninety (90) days after it commences.

I. Site Visits. In the event that any member(s) of the Neighborhood Liaison Committee believe(s) that a tour of the Site would be helpful to their efforts to resolve a dispute or review proposed modifications, the member(s) shall have the right, upon request to Holton-Arms, to visually inspect those portions of the Site which are at issue, and such member(s) may be accompanied by one or more expert consultant(s). Any such request shall be made in writing to the Head of Holton-Arms, and notice of the request shall be given to all members of the Neighborhood Liaison Committee, who may participate in the visit. Holton-Arms shall be entitled to provide an escort(s) for the Site visit and shall have the right to schedule such visits at a mutually convenient time, provided, however, that the requested visit shall be provided within five (5) working days during the academic year and ten (10) working days during the non-academic year, from the time the request is made.

6. Miscellaneous

A. Effective Date. This Agreement shall take effect when all parties to the Agreement have fully executed the same, and the date on which the last execution took place shall be the effective date ("Effective Date"). A copy of the entire executed Agreement shall be provided to each of the parties thereto within five (5) days of the effective date.

B. Authority. By affixing the signatures below, all parties to this Agreement represent that they are authorized by their respective entities to enter into this Agreement on behalf of the entity and have full power and authority to bind and commit such entity to the terms and conditions of this Agreement.

C. Binding Effect/Holton-Arms Successors

(1) This Agreement is for the benefit of Holton-Arms and the Neighbors and shall be binding upon, and inure to the benefit of the parties hereto.

(2) This Agreement is binding upon any successor to, assignee to or transferee of, the Private Educational Institution Special Exception now held by Holton-Arms or the Site, or any portion thereof, now owned by Holton-Arms.

(3) Holton-Arms agrees to require as part of any sale, assignment or transfer of its interest in the Site or any portion thereof to another party that such other party agree to be bound by all of the rights, obligations, and limitations of this Agreement as a successor.

(4) Holton-Arms agrees to request the Board of Appeals, as part of any Revised Petition, to condition approval of the Revised Petition upon a requirement that this Agreement is binding upon any person who is a successor in interest to the Special Exception.

D. Enforceability. This Agreement may be enforced by filing a lawsuit in the Circuit Court for Montgomery County, Maryland, seeking any remedy at law or equity, including specific performance of any and all provisions, obligations, conditions and limitations. It is understood and anticipated that the most common enforcement relief will be specific performance due to the inadequacy of, or difficulty in determining, monetary damages. Should any party file a lawsuit under this Agreement and receive a judgment, the non-prevailing party shall pay all costs, including reasonable attorneys' fees of the prevailing party, as determined by the Court.

E. Termination.

(1) Holton-Arms shall have the option of terminating this Agreement in the following circumstance(s), and in the event of such termination the parties shall have no further obligations hereunder:

(a) Holton-Arms fails to obtain Board of Appeals' approval of its Revised Petition (Holton-Arms' remedies regarding Show Cause Issues shall be limited to appeals only); or

(b) The Board of Appeals approves the Revised Petition but such approval is so materially inconsistent with the terms, conditions and other requirements of this Agreement or the Revised Petition, as filed, that Holton-Arms rejects any provision of the approval and implementation thereof.

(2) The Neighbors shall have the option of terminating this Agreement in the following circumstance(s), and in the event of such termination the parties shall have no further obligations hereunder:

(a) Holton-Arms amends the Revised Petition, and such amendment is materially inconsistent with the terms, conditions or limitations contained in this Agreement; or

(b) The Board of Appeals modifies the existing Special Exception, and such modification is materially inconsistent with the terms, conditions or other requirements contained in this Agreement and the Revised Petition.

(3) In the event that the action(s) of the Board of Appeals are not consistent with the terms of this Agreement, Holton-Arms and/or the Neighbors shall have the right to request reconsideration of such action(s) and to appeal the same. Notwithstanding any such request for reconsideration or appeal, this Agreement shall remain in effect.

(4) If, for any reason in the future, the Site is not used for educational purposes and there are no athletic facilities on the Site, all of the rights, obligations,

conditions and limitations of this Agreement shall become null and void, and Holton-Arms or its successor shall have the right to terminate any covenants or easements which, pursuant to this Agreement, were required to be entered in the Land Records of Montgomery County.

F. Reservation of Rights. Nothing in this Agreement shall be construed as precluding Holton-Arms or the Neighbors from opposing any term or condition of the Revised Petition, the Request for Reconsideration or of the approval of the same by the Board of Appeals, or any implementation of the approved Revised Petition by Holton-Arms, that is inconsistent with this Agreement. Holton-Arms shall have the right to request other changes to special exception approvals as it sees fit and to appeal any decision by the Board of Appeals arising out of any type of proceeding provided such conduct is not inconsistent with this Agreement.

G. Entire Agreement/Modification. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between Holton-Arms and the Neighbors concerning the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions, understandings, warranties or representations, oral or written, expressed or implied, between them, other than as set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Holton-Arms or the Neighbors unless reduced to writing and signed by them. It is understood that the Neighborhood Liaison Committee, by unanimous written consent, may modify this Agreement.

H. Notice. Any notice(s) or other communications under this Agreement shall be in writing and shall be delivered at the addresses set forth below or to such other addresses as a party may specify by written notice to the other parties. Notices or other communications shall be effective when received at the recipient's location (or when delivered to that location if receipt is

refused). Notices or other communications given by Federal Express or another recognized overnight courier service shall be presumed received on the following business day. Notices or other communications given by certified mail, return receipt requested, postage prepaid, shall be presumed received three business days after the date of mailing.

To Holton-Arms:

The Holton-Arms School
Attn: Ms. Diana C. Beebe (or her successor)
Head of School
7303 River Road
Bethesda, Maryland 20817

with a copy to:

Miller, Miller & Canby, Chtd.
Attn: Jody S. Kline, Esquire
200-B Monroe Street
Rockville, Maryland 20850

with a copy to:

Lerch, Early and Brewer, Chtd.
Attn: Harry W. Lerch, Esquire
3 Bethesda Metro Center
Suite 380
Bethesda, Maryland 20814

To the Bradley
Boulevard Citizens
Association

Bradley Boulevard Citizens
Association
Attn: Mr. Jack Sando (or his successor)
4922A St. Elmo Avenue
Bethesda, Maryland 20814

with a copy to:

Knopf & Brown
Attn: Norman G. Knopf, Esquire
1050 Seventeenth Street, N.W.
Suite 1200
Washington, D.C. 20036

To the Burning Tree
Civic Association

Burning Tree Civic Association
Attn: Mr. George Springston (or his successor)
8436 Burning Tree Road
Bethesda, Maryland 20817

To the Complainants:

George Esenwein
6828 Winterberry Lane
Bethesda, MD 20817

Richard Fong
8405 Beech Tree Road
Bethesda, MD 20817

Jane Kinzie
8513 Meadowlark Lane
Bethesda, MD 20817

Peter Masters
8508 Burning Tree Road
Bethesda, MD 20817

Wendy Meer
7706 Maryknoll Avenue
Bethesda, MD 20817

To the PTA:

Burning Tree Elementary School
Parent-Teacher Association
Attn: President
7900 Beech Tree Road
Bethesda, Maryland 20817

To the Liaison
Committee:

1. If to the Head of Holton-Arms:

Attn: Neighborhood Liaison Committee
c/o Ms. Diana C. Beebe (or her successor), Head of School
The Holton-Arms School
7303 River Road
Bethesda, Maryland 20817

2. If to: (i) Bradley Boulevard Citizens Association;
(ii) Burning Tree Civic Association;

- (iii) Mr. George Esenwein (or his successor);
- (iv) Burning Tree Elementary School PTA;

to the address listed above for each, or to such other addresses as a party may specify by written notice to the other parties.

3. If to the Peoples' Counsel of Montgomery County, to:

Peoples' Counsel of Montgomery County
100 Maryland Avenue
Rockville, Maryland 20850

I. Governing Law. It is the intention of the parties that all questions with respect to construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland, without reference to conflict of laws principles.

J. Waiver. Failure by any party to complain of any action, non-action or default of any other party shall not constitute a waiver of any aggrieved party's rights herein. Waiver by any party of any right arising from any default of any other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

K. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

L. Supersede. This Agreement shall not supersede or infringe any requirements, privileges or uses previously or hereafter granted to Holton-Arms by the Board of Appeals except as to the extent provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate (four originals) as of the date first above written.

WITNESS/ATTEST

THE HOLTON-ARMS SCHOOL, INC.,
a Maryland corporation

Linda Calhoun

By: Maria Conlton Beebe (Seal)

Its: Head of School

Name: Maria Conlton Beebe

BRADLEY BOULEVARD CITIZENS
ASSOCIATION, INC.,
a Maryland corporation

Jack C. Sando

By: Jack C. Sando (Seal)

Its: President

Name: JACK C. SANDO

BURNING TREE CIVIC ASSOCIATION,
a non-profit citizens association

George B. Springston


By: George B. Springston (Seal)

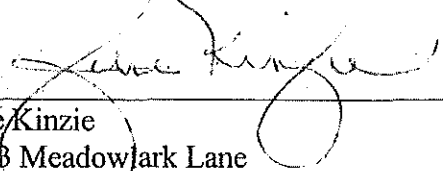
Its: President


Name: GEORGE B. SPRINGSTON

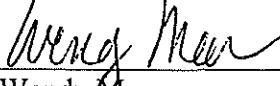
 (Seal)

George Esenwein
6828 Winterberry Lane
Bethesda, MD 20817

 (Seal)
Richard Fong
8405 Beech Tree Road
Bethesda, MD 20817

 (Seal)
Jane Kinzie
8513 Meadowlark Lane
Bethesda, MD 20817

 (Seal)
Peter Masters
8508 Burning Tree Road
Bethesda, MD 20817

 (Seal)
Wendy Meer
7706 Maryknoll Avenue
Bethesda, MD 20817

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT B(c)

Exhibit E (Transportation Management Plan) to Exhibit 180

EXHIBIT E**TRANSPORTATION MANAGEMENT PLAN****Introduction**

The following document describes the strategies and techniques to be employed, by Holton-Arms School, in organizing and managing vehicular traffic to and from its campus at 7303 River Road, Bethesda, Montgomery County, Maryland.

Holton-Arms is a dynamic, private educational institution for young women with a single point of access on River Road, a busy and heavily traveled major highway. A Transportation Management Plan is essential to accomplishing the following goals of the School:

1. Managing the flow of traffic at its River Road entrance in a manner that traffic movements to and from the campus are made in a safe and efficient manner without impeding the flow of through traffic on a state highway.
2. To ensure that queuing and circulation of vehicles on campus is conducted in an organized and efficient manner that supports the School's operations.
3. To, wherever reasonably possible, reduce the volume of traffic to and from the Holton-Arms campus so as to support goals 1 and 2 above.

Background

The Transportation Management Plan for Holton-Arms School has three major components: (1) the minimization of vehicular traffic; (2) the management of vehicular traffic; and (3) the distribution of traffic away from the peak hours of usage of River Road.

The program to minimize vehicular traffic, both in terms of total volume and during certain periods of the day, will include efforts to encourage carpooling, the use of public and private bus service, and the restriction of vehicles on campus. The management of vehicular

traffic will include programs to optimize the circulation and parking of vehicles; the use of traffic control measures; the supervision of campus traffic by both staff members and police officers; and the education of persons commuting to and on the Holton campus.

Personnel

The Transportation Management Plan will be implemented by a staff person who has been designated to act as Transportation Coordinator. This person will act as a liaison with other persons and other divisions in the School to facilitate the programs described in this Plan. Examples of the persons and department with which the Coordinator will interact include (a) Building and Grounds staff; (b) Admissions office staff; (c) Holton events scheduler; (d) parent groups; (e) bus operators; (f) Montgomery County police; and (g) School Registrar.

Program

I. Minimization of Vehicular Traffic

A. Carpooling

1. The Transportation Coordinator will direct efforts to encourage, coordinate and maintain carpools.
2. The Transportation Coordinator is authorized to undertake the following steps to encourage and support carpooling at Holton-Arms School.
 - a. Before the commencement of each academic year, Holton-Arms will mail to parents of students a postcard sized response form requesting information on a student's travel patterns and her interest in opportunities to travel to school by public transportation,

private bus transportation, or multiple occupancy vehicles (carpools).

- b. The information garnered from this mailing will then be collated by the Transportation Coordinator and will be sorted into geographical areas.
- c. The Transportation Coordinator will use this information to create an area map for parent/student review showing the location of families involved in existing carpools or families interested in forming carpools.
- d. The Transportation Coordinator will also establish and maintain a carpool registry at the School's reception desk so that carpool formation can be fostered during the entire school year, or, alternatively, so that short term carpooling arrangements can be made.
- e. Parents of students will be encouraged in literature and publications mailed by the School to organize carpools from the information provided by the carpool coordinator, or to consult the coordinator for further assistance.
- f. In addition to the above, the School will include information about carpool opportunities in:
 - (1) correspondence periodically mailed by the School to parents;
 - (2) the school's web site;

- (3) the student handbook;
- (4) the school directory, which includes a listing of students by zip code area to facilitate carpool formation;
- (5) materials sent to parents with enrollment, or re-enrollment contracts.
 - (a) A clause will be included in the enrollment contract signed by parents stating that compliance with the Transportation Management Plan is required.

B. Bus Transportation

Holton-Arms is dedicated to encouraging travel to School by bus, both public and private.

1. Public Bus Transportation:

Public bus transportation is available on River Road with bus stops on River Road in front of the School. The following measures have been taken, and will be maintained, to encourage public bus transportation to and from the campus:

- a. Enhancing a bus stop in front of the campus by installing a comfortable bench to be used by Holton's students and employees;
- b. Collaboration with Montgomery County, Maryland, in creating a safe set of bus pick-up and drop-off points on both sides of River Road; and

- c. Coordination with Montgomery County of sidewalk improvements to facilitate movement from the bus stop to the Holton-Arms academic buildings; and
- d. Advertising the availability of public transportation on its web site and in its handbook.

2. Private bus transportation:

- a. Holton-Arms currently operates a program of private bus transportation, in cooperation with Landon School, connecting the schools with various residential areas. Parents are notified of bus routes and schedules during the summer preceding each school year. Through literature mailed by the School, families are encouraged to participate in this program.
- b. At present, private bus transportation comprising three separate routes is available to the Friendship Heights and Silver Spring areas of Montgomery County; portions of Prince George's County; and to Alexandria, Arlington, and McLean, Virginia.
- c. Holton continually attempts to initiate new private bus routes where sufficient ridership can be attained in conjunction with Landon School and/or other nearby private schools.
- d. The School will undertake the following programs to improve the attractiveness of private bus travel to and from the School:

1. Include in all School literature, on its web site, and in periodic mailings to parents, information about bus service from off-site locations to the School.
2. Sponsor busing programs to and from designated assembly points.
3. Collaborate with parents and with Landon School to foster private bus service sponsored by parent groups or organizations.
4. Coordinate with other area schools to jointly sponsor bus routes.
5. Continually assess how expanded private bus service can be employed as a recruitment tool and using such a program to attract new students from areas not historically well represented within the Holton-Arms student body.
6. Create a subcommittee of the Building & Grounds Committee to investigate further opportunities to increase bus usage.

C. Vehicle Limitations:

1. Limit the number of student vehicles on campus by restricting driving privileges to seniors only.
2. Faculty and administration will be encouraged to share travel opportunities to and from school.

II. Management of Traffic

Management of traffic flow and on-campus circulation will have both physical and human components.

A. Traffic Management Tools

1. Improvements to Holton's entrance will improve entrance and exit movements at River Road. Widening the entrance will allow cars to move more easily through the intersection. Eliminating left turn movements for incoming cars will reduce conflicts and improve the functioning of the intersection.
2. Construction of a new internal service road will disburse traffic more evenly between the Upper and Lower Schools thus reducing the queues that occur in the front traffic circle.

B. Human Controls

Holton will rely on the following personnel to facilitate traffic movement onto, off and within the Holton campus.

1. Off-duty Montgomery County policemen, private traffic control consultants staff and Holton employees will be stationed at the River Road entrance to facilitate the movement of cars at the intersection.
2. Holton will station staff at the intersection of the main drive and the Lower School service road to ensure that vehicles don't block this intersection and to enable left turn movements for inbound cars.
3. Holton will utilize staff to expedite pick up of carpool vehicles by having an employee located at the point where the main driveway and the main parking lot entrance conjoin. This employee will identify vehicles by carpool numbers posted on the windshield. The employee will then call ahead by portable phone to a staff member positioned at the front entrance. The second staff person will then organize the respective

carpools to facilitate their efficient pickup and departure. Similar arrangements will be organized for pickups at the Lower School.

III. Dispersal of Vehicular Traffic

As a dynamic, private educational institution, there is much more activity on the campus than just classroom teaching. In order to reduce the volumes of traffic during peak hours, Holton-Arms has numerous committees, groups and advisors whose trips could conflict with the normal pick-up and delivery of students. Accordingly, Holton-Arms has developed the following protocols:

- A. Faculty and staff will be instructed to commute whenever possible, to and from the campus outside of the hours of morning drop off or afternoon pick up.
- B. Parent-teacher meetings, when they must occur early in the morning or late in the afternoon will, where possible, be scheduled to take place outside of the School's peak hours of traffic flow.
- C. Non-essential meetings of committees and boards will be scheduled to occur outside of the School's peak hours of traffic flow.
- D. Holton events, such as alumnae activities will, where possible, be scheduled in the evening or on weekends.
- E. Holton's events scheduler will ensure that activities to occur on the campus will be organized so that they will avoid traffic movements during peak hours to the extent reasonably possible.
- F. Holton agrees to consider other proposed changes if traffic problems exist after completion of the circulation improvements.

IV. SUMMARY

The foregoing Transportation Management Plan is intended to improve access and circulation on the Holton-Arms campus for the benefits of the members of the Holton community, its neighbors and the general traveling public.