

July 1, 2022

Louisville Metro Planning & Design Services
444 S. 5th Street
Louisville, KY 40202

Re: Letter of Explanation for Revised Development Plan for a Plan Certain Site and a Pre-Application
for a Private Proprietary Club

Dear Sir or Madam:

On behalf of Chris Thieneman (the “**Applicant**”), I am submitting a Revised Development Plan for a Plan Certain Site and a Pre-Application for a Conditional Use Permit for a private proprietary club located at 10200 Glenmary Farm Drive, Louisville, KY 40291, parcel ID# 2535000C0000 (the “**Property**”).

Formerly, the Glenmary Country Club was operated on the Property and eight other parcels located in the Glenmary Subdivision (the “**Other Recreation Areas**”). Jefferson County approved the general plan for the Glenmary Subdivision in 1988, as filed by the original developer, HFH, Inc. (hereinafter “**HFH**”). HFH plainly intended to dedicate the aforementioned areas to a golf course, swimming pool, tennis courts, and other recreational activities. This is demonstrated by the text of the Supplemental Declaration of Covenants Conditions and Restrictions for Section II, executed on March 14, 1990 and filed in the Office of the Jefferson County Clerk (the “**Declarations**”), applicable to the Property. This is further demonstrated by the “Recreation Area” designation shown on Tract C on Section 2 of the Glenmary Subdivision Plat recorded at Plat Book 37, pp. 99, 100, and 101, as revised by the Minor Subdivision Plat attached to the Deed recorded at Deed Book 6063, p. 56, in the Office of the Jefferson County Clerk (the “**Plat**”).

HFH operated the Glenmary Country Club until filing for bankruptcy in 1996. As part of that bankruptcy action, HFH sold the Property and the Other Recreation Areas. Subsequent owners experienced financial difficulty as the popularity of the golf course declined. The Glenmary Country Club closed in 2015, leaving the Property and the Other Recreation Areas vacant and unused. The immediate former owners, Par Golf, LLC, received approval for a Minor Subdivision Plat under Planning Commission Docket No. 19173, but that decision was reversed by the March 1, 2018 Order entered in Glenmary Homeowner’s Association, Inc. v. Par Golf, LLC, et al., case nos. 14-CI-0844 and 14-CI-2143. AL CAT, LLC, and Valley Station Towne Center, LLC, Kentucky limited liability companies solely managed by the Applicant, took ownership of the Property on May 21, 2021.

The Applicant now proposes to reopen the clubhouse as a private proprietary club. A private proprietary club is a conditional use permitted on properties zoned R-4 and containing at least 2 acres. This use also comports with the recreational use provision contained in the Declarations and on the face of the Plat. The current plans for the club include a restaurant and a number of amenities exclusively for members. If warranted by interest, the Applicant also hopes to develop a mini-amphitheater and barn space for events.

The mini-amphitheater makes use of the existing contours, and will be a natural, open, outdoor space, with a natural grassy slope facing a stone outdoor stage.

The Club and its amenities will be offered only to members. The Club will offer membership to Glenmary residents, as well as other area residents, with rates and other terms commensurate with competitor private clubs in the region.

The Applicant has enclosed a Site Plan as required. As you can see from the Site Plan, no new buildings will be constructed and the existing clubhouse shown on the Site Plan will be renovated. There will also be no changes to the existing parking lot. However, the surrounding site layout and landscaping has been reconfigured for the development of the following amenities: practice putting and chipping greens, a swimming pool, a sand volleyball court, pickleball courts, a driving range, and a golf cart parking lot. The proposed mini-amphitheater will be constructed where the Glenmary Country Club pool was formerly located. If warranted by membership interest, the barn will be renovated for events, with restroom facilities, fire alarms, and other appropriate improvements.

The Applicant believes that the proposed use and changes to the Property will not only restore its productive use, but enhance the area for the benefit of the Glenmary Subdivision and the surrounding community. The Applicant has been working with Glenmary residents to develop a plan that reflects their interests in a club and its amenities. We look forward to further discussing the Project with you and your office.

Thank you for your attention to this matter. Please contact me if you have any questions or require additional information.

Sincerely,

Jeffrey A. McKenzie
Partner

Enclosure

EXHIBIT A
Real Property Description

Beginning at a point at the southeast corner of a tract of land conveyed by Harold E. Kendrick and wife to HFH, Inc., as recorded in Deed Book 5844, Page 244, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; said point is also in the southline of said Kendrick tract; said point of beginning is further defined as being at the southeast corner of Tract C, Glenmary, Section 2, as recorded in Plat Book 37, Pages 99, 100 and 101 in said Office; thence from the Point of Beginning the following: S 86°33'42"W for 99.27 feet to a point, S 49°55'55"W for 13.525 feet to a point, S 49°55'55"W for 13.525 feet to a point, S 72°33'05"W for 505.47 feet to a point, N 07°06'43"W for 60.00 feet to a point, N 32°56'27"W for 180.01 feet to a point, N 12°50'13"W for 186.92 feet to a point, N 71°35'51"W for 282.33 feet to a point, N 17°57'03"W for 337.04 feet to a point, N 31°13'21"W for 322.82 feet to a point, N 45°21'43"W for 200.72 feet to a point, N 85°04'26"W for 98.87 feet to a point, S 18°14'33"W for 141.75 feet to a point in the north line of Black Iron Road, thence westwardly along the north line of Black Iron Road the following: with a curve said curve having central angle 004°00'20", radius 666.62 feet, chord bearing N 73°44'44"W, and chord distance 46.40 feet, along the said curve for an arc distance of 46.60 feet to the end of the curve, N 75°44'54"W for 128.07 feet to the beginning of a curve, radius 2834.79 feet, the chords of which bear S 74°37'28"W 111.21 feet to a point, and S 71°07'30" W 234.99 feet to a point, along the said curve for an arc distance of 346.37 feet to the end of the curve, N 68°44'58"W for 384.22 feet to a point, N 67°01'44"W for 333.15 feet to the beginning of a curve, said curve having central angle 096°12'02", radius 15.00 feet, chord bearing N 28°38'52"W, and chord distance 22.33 feet, along the said curve for an arc distance of 25.19 feet to the end of the curve in the east line of Glenmary Farm Drive; thence northwardly along same the following: N 27°27'04"E for 73.14 feet to a point, N 27°27'04"E for 19.66 feet to a point; thence leaving said Glenmary Farm Drive S 62°32'54"E for 90.00 feet to a point, N 60°52'27"E for 63.51 feet to a point, N 27°27'04"E for 525.00 feet to a point, N 46°03'20"E for 118.92 feet to a point, N 62°34'17"E for 120.97 feet to a point, N 69°19'25" E for 160.70 feet to a point, N 60°29'29"E for 314.97 feet to the Southeast corner of Revised Lot 291, Glenmary Subdivision, Section 2, as shown on Minor Subdivision Plat attached to Deed of record in Deed Book 6063, Page 56; thence with the East line of Revised Lot 291, North 02 degrees 15 minutes 22 seconds West 108.00 feet, to the beginning of a curve, radius 722.94 feet, the chords of which bear S 52°19'34" E 30.00 feet to a point, S 78°33'52" E 66.34 feet to a point, and N 70°18'28"W 144.30 feet to a point, along the said curve for an arc distance of 241.54 feet to the end of the curve, to the beginning of a curve, said curve having central angle 093°11'22", radius 15.00 feet, chord bearing S 18°02'47"E, and chord distance 21.80 feet, along the said curve for an arc distance of 24.40 feet to the end of the curve, S 28°32'54"W for 152.26 feet to the beginning of a curve, said curve having central angle 006°48'29", radius 547.86 feet, chord bearing S 51°87'09"W, and chord distance 45.07 feet, along the said curve for an arc distance of 65.11 feet to the end of the curve, N 54°38'37"W for 100.00 feet to a point, S 52°34'29"W for 140.67 feet to a point, S 60°40'58"W for 204.48 feet to a point, S 09°36'43 "E for 70.00 feet to the beginning of a curve, said curve having central angle 080°12'51", radius 50.00 feet, chord bearing N 79°49'58"W, and chord distance 64.42 feet, along the said curve for an arc distance of 70.00 feet to the end of the curve, N 82°12'57"W for 118.00 feet to a point, S 06°21'53"W for 101.50 feet to a point, S 14°43'42"E for 100.00 feet to a point, S 89°18'45"E for 120.00 feet to a point, N 05°05'05"W for 92.65 feet to the beginning of a curve, radius 50.00 feet, the chords of which bear S 82°40'42" E 19.37 feet to a point, and N

83°21'58"E 1.08 feet to a point, along the said curve for an arc distance of 20.88 feet to the end of the curve, S 05°05'05"E for 90.50 feet to a point, S 49°18'45"E for 223.97 feet to the beginning of a curve, said curve having central angle 029°42'04", radius 50.00 feet, chord bearing N 75°50'13"E, and chord distance 25.43 feet, along the said curve for an arc distance of 25.92 feet to the end of the curve, S 39°00'50"E for 35.00 feet to a point, S 89°18'45" E for 125.00 feet to a point, N 09°40'41" E for 85.74 feet to a point, N 15°28'00"W for 110.91 feet to a point, N 37°42'26"W for 144.91 feet to a point, the beginning of a curve, said curve having central angle 013°34'40", radius 597.36 feet, the chords of which bear N 37°35'24" E 94.58 feet to a point and N 30°48'04" E 47.10 feet to a point, along the said curve for an arc distance of 141.70 feet to the end of the curve, N 28°32'54" E for 57.67 feet to a point, S 56°36'06"E for 128.30 feet to a point, S 43°09'19"E for 142.21 feet to a point, S 14°36'13"E for 408.25 feet to a point, S 39°06'31"E for 136.06 feet to a point, S 86°27'01"E for 179.25 feet to a point, S 31°36'37"E for 296.00 feet to a point, N 54°81'11"E for 122.45 feet to a point, N 04°15'40"W for 70.00 feet to the beginning of a curve, said curve having central angle 023°34'41", radius 50.00 feet, chord bearing S 82°20'13" E, and chord distance 20.43 feet, along the said curve for an arc distance of 20.54 feet to the end of the curve, S 04°16'40"E for 90.00 feet to a point, S 35°40'21"E for 80.00 feet to a point, S 24°28'13"E for 286.79 feet to a point, S 23°56'38"E for 782.51 feet to the Point of Beginning. Containing 45.92 acres more or less.

Being the remainder of Tract C, Glenmary Subdivision, Section 2 as shown on Plats of record in Plat and Subdivision Book 37, Pages 99, 100 and 101, as revised by Minor Subdivision Plat attached to Deed of record in Deed Book 6063, Page 56, in the Office aforesaid.

Being a portion of the same property acquired by Par Golf, LLC, a Kentucky limited liability company, by that certain Deed, dated April 15, 2005, of record in Deed Book 8609, Page 13, in the Office of the Clerk of Jefferson County, Kentucky.

The above described 45.92 acres includes certain real estate for which a subdivision approval under Planning Commission Docket No. 19173 is subject to a pending appeal in *Glenmary Homeowner's Association, Inc. v. Par Golf, LLC, et al*, Cases 14-CI-000844 and 14 CI-002143. The pending subdivision tract is described as follows:

BEING Lot 2 as shown on that certain Minor Subdivision Plat, which was approved by the Louisville Metro Planning Commission on March 20, 2014 as Docket No. 19173, attached to and made a part of that certain Deed of record in Deed Book 10377, Pages 639, in the Office of the Clerk of Jefferson County, Kentucky.

Being the same property acquired by Par Golf, LLC, a Kentucky limited liability company, by that certain Quit-Claim Deed, dated March 17, 2015, of record in Deed Book 10377, Page 639, in the Office of the Clerk of Jefferson County, Kentucky.



Bobbie Holsclaw

Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Jefferson County Clerk's Office.



INST # 2021124823

BATCH # 303248

JEFFERSON CO, KY FEE \$65.00

PRESENTED ON: 05-21-2021 1 12:58:30 PM

LODGED BY: simplifile

RECORDED: 05-21-2021 12:58:30 PM

BOBBIE HOLSCRAW

CLERK

BY: TINK BROWN

INDEXING SUPERVISOR

BK: D 12025

PG: 512-522

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of May 21, 2021, between

CHRISTOPHER PURCELL

2313 Stratum Moor Blvd
Louisville KY 40205

and

MARIA PURCELL

2313 Stratum Moor Blvd
Louisville KY, 40205

and

JACK RIDGE

180 Galleria Court #300
Naples FL 34109

(collectively, the "Grantor")

and

a 65.66% tenant-in-common interest to:

AL CAT, LLC

a Kentucky limited liability company
2602 Alia Circle
Louisville, Kentucky 40222

a 34.34% tenant-in-common interest to:

VALLEY STATION TOWNE CENTER, LLC

a Kentucky limited liability company
4901 Fern Valley Road
Louisville, Kentucky 40219

(collectively, the "Grantee")

WITNESSETH:

For purposes of confirming the conveyance by Par Golf, LLC, a Kentucky limited liability company, and for purposes of conveying all the right, title, and interest of the Members having an ownership interest in Par Golf, LLC, which is currently administratively dissolved and could not be reinstated at the time of this conveyance, and for nominal consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby releases, conveys, transfers and

forever quitclaims to Grantee all of Grantor's right, title, and interest in and to the real property located in Jefferson County, Kentucky, together with all improvements thereon and appurtenances thereto and more fully described on Exhibit A attached hereto and made a part hereof (collectively, the "Property").

See attached Exhibit A.

Grantor represents and warrants that Christopher Purcell, Maria Purcell, and Jack Ridge are all of the Members of Par Golf, LLC, a Kentucky limited liability company.

Grantor covenants lawful seisin of the estate hereby conveyed, if any, and that said estate is free of encumbrances except liens for real property taxes and assessments due and payable for 2021, and thereafter, which Grantee assumes and agrees to pay. Provided, however, this conveyance is made subject to easements, restrictions and conditions of record, and governmental laws and regulations affecting the Property.

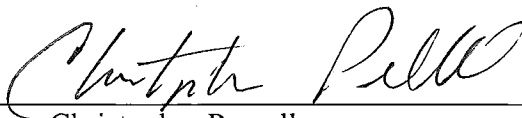
To have and to hold the Property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee, and its successors and assigns forever.

This Deed is exempt from the transfer tax pursuant to KRS 142.050(7)(d).

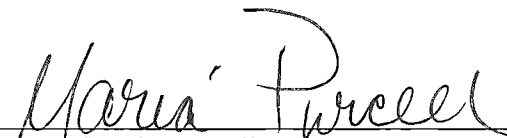
IN WITNESS WHEREOF, the Grantor has executed this deed this ____ day of May 2021.

TRANSFER YEAR PROPERTY TAX BILL TO BE ADDRESSED IN CARE OF THE GRANTEE, AL CAT, LLC, 2606 ALIA CIRCLE, LOUISVILLE, KENTUCKY 40222.

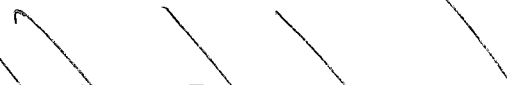
GRANTOR:



Christopher Purcell



Maria Purcell



Jack Ridge

(collectively, the "Grantor")

forever quitclaims to Grantee all of Grantor's right, title, and interest in and to the real property located in Jefferson County, Kentucky, together with all improvements thereon and appurtenances thereto and more fully described on Exhibit A attached hereto and made a part hereof (collectively, the "Property").

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To have and to hold the Property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee, and its successors and assigns forever.

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TRANSFER YEAR PROPERTY TAX BILL TO BE ADDRESSED IN CARE OF THE GRANTEE, AL CAT, LLC, 2606 ALIA CIRCLE, LOUISVILLE, KENTUCKY 40222.

GRANTOR:

Christopher Purcell

Maria Purcell

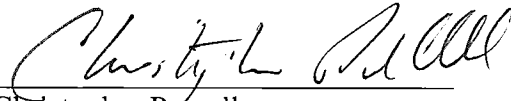
Jack Ridge

(collectively, the "Grantor")

Consideration Certificate

For purposes of KRS Chapter 382.135, Christopher Purcell, Maria Purcell, Jack Ridge, AL CAT, LLC, and Valley Station Towne Center, LLC, by execution of this Quitclaim Deed, certify that the transfer herein is for no consideration. The estimated fair cash value of the Property is Six Hundred Twenty-five Thousand Dollars (\$625,000.00).

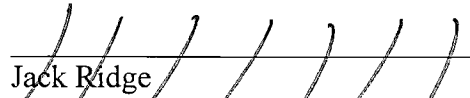
GRANTOR:


Christopher Purcell

Date May 21, 2021


Maria Purcell

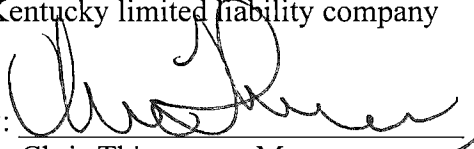
Date: May 21, 2021


Jack Ridge

Date: May 21, 2021

GRANTEE:

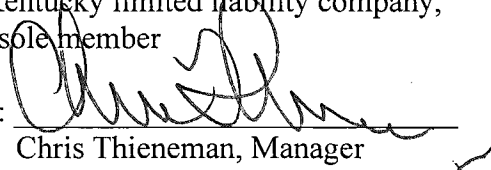
AL CAT, LLC,
a Kentucky limited liability company

By: 
Chris Thieneman, Manager

Date: May 21, 2021

VALLEY STATION TOWNE CENTER, LLC,
a Kentucky limited liability company

By Thieneman Multifamily Properties, LLC,
a Kentucky limited liability company,
its sole member

By: 
Chris Thieneman, Manager

Date: May 21, 2021

Consideration Certificate

For purposes of KRS Chapter 382.135, Christopher Purcell, Maria Purcell, Jack Ridge, AL CAT, LLC, and Valley Station Towne Center, LLC, by execution of this Quitclaim Deed, certify that the transfer herein is for no consideration. The estimated fair cash value of the Property is Six Hundred Ninety-five Thousand Seven Hundred Fifty Dollars (\$695,750.00).

625,000.00

GRANTOR:

Christopher Purcell

Date May ____, 2021

Maria Purcell

Date: May ____, 2021

Jack Ridge

Date: May 31, 2021

GRANTEE:

AL CAT, LLC,
a Kentucky limited liability company

By: _____
Chris Thieneman, Manager

Date: May ____, 2021

VALLEY STATION TOWNE CENTER, LLC,
a Kentucky limited liability company

By Thieneman Multifamily Properties, LLC,
a Kentucky limited liability company,
its sole member

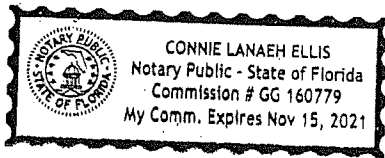
By: _____
Chris Thieneman, Manager

Date: May ____, 2021

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 21 day of May 2021, by Jack Ridge.

(Seal)



Connie Lanaeh Ellis
Signature of Notary Public

Connie Lanaeh Ellis
Print, Type or Stamp Name of Notary

Personally Known: _____
OR Produced Identification: X
Type of Identification Produced: FL DEED

EXHIBIT A
Real Property Description

Beginning at a point at the southeast corner of a tract of land conveyed by Harold E. Kendrick and wife to HFH, Inc., as recorded in Deed Book 5844, Page 244, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; said point is also in the southline of said Kendrick tract; said point of beginning is further defined as being at the southeast corner of Tract C, Glenmary, Section 2, as recorded in Plat Book 37, Pages 99, 100 and 101 in said Office; thence from the Point of Beginning the following: S 86°33'42"W for 99.27 feet to a point, S 49°55'55"W for 13.525 feet to a point, S 49°55'55"W for 13.525 feet to a point, S 72°33'05"W for 505.47 feet to a point, N 07°06'43"W for 60.00 feet to a point, N 32°56'27"W for 180.01 feet to a point, N 12°50'13"W for 186.92 feet to a point, N 71°35'51"W for 282.33 feet to a point, N 17°57'03"W for 337.04 feet to a point, N 31°13'21"W for 322.82 feet to a point, N 45°21'43"W for 200.72 feet to a point, N 85°04'26"W for 98.87 feet to a point, S 18°14'33"W for 141.75 feet to a point in the north line of Black Iron Road, thence westwardly along the north line of Black Iron Road the following: with a curve said curve having central angle 004°00'20", radius 666.62 feet, chord bearing N 73°44'44"W, and chord distance 46.40 feet, along the said curve for an arc distance of 46.60 feet to the end of the curve, N 75°44'54"W for 128.07 feet to the beginning of a curve, radius 2834.79 feet, the chords of which bear S 74°37'28"W 111.21 feet to a point, and S 71°07'30" W 234.99 feet to a point, along the said curve for an arc distance of 346.37 feet to the end of the curve, N 68°44'58"W for 384.22 feet to a point, N 67°01'44"W for 333.15 feet to the beginning of a curve, said curve having central angle 096°12'02", radius 15.00 feet, chord bearing N 28°38'52"W, and chord distance 22.33 feet, along the said curve for an arc distance of 25.19 feet to the end of the curve in the east line of Glenmary Farm Drive; thence northwardly along same the following: N 27°27'04"E for 73.14 feet to a point, N 27°27'04"E for 19.66 feet to a point; thence leaving said Glenmary Farm Drive S 62°32'54"E for 90.00 feet to a point, N 60°52'27"E for 63.51 feet to a point, N 27°27'04"E for 525.00 feet to a point, N 46°03'20"E for 118.92 feet to a point, N 62°34'17"E for 120.97 feet to a point, N 69°19'25" E for 160.70 feet to a point, N 60°29'29"E for 314.97 feet to the Southeast corner of Revised Lot 291, Glenmary Subdivision, Section 2, as shown on Minor Subdivision Plat attached to Deed of record in Deed Book 6063, Page 56; thence with the East line of Revised Lot 291, North 02 degrees 15 minutes 22 seconds West 108.00 feet, to the beginning of a curve, radius 722.94 feet, the chords of which bear S 52°19'34" E 30.00 feet to a point, S 78°33'52" E 66.34 feet to a point, and N 70°18'28"W 144.30 feet to a point, along the said curve for an arc distance of 241.54 feet to the end of the curve, to the beginning of a curve, said curve having central angle 093°11'22", radius 15.00 feet, chord bearing S 18°02'47"E, and chord distance 21.80 feet, along the said curve for an arc distance of 24.40 feet to the end of the curve, S 28°32'54"W for 152.26 feet to the beginning of a curve, said curve having central angle 006°48'29", radius 547.86 feet, chord bearing S 51°87'09"W, and chord distance 45.07 feet, along the said curve for an arc distance of 65.11 feet to the end of the curve, N 54°38'37"W for 100.00 feet to a point, S 52°34'29"W for 140.67 feet to a point, S 60°40'58"W for 204.48 feet to a point, S 09°36'43 "E for 70.00 feet to the beginning of a curve, said curve having central angle 080°12'51", radius 50.00 feet, chord bearing N 79°49'58"W, and chord distance 64.42 feet, along the said curve for an arc distance of 70.00 feet to the end of the curve, N 82°12'57"W for 118.00 feet to a point, S 06°21'53"W for 101.50 feet to a point, S 14°43'42"E for 100.00 feet to a point, S 89°18'45"E for 120.00 feet to a point, N 05°05'05"W for 92.65 feet to the beginning of a curve, radius 50.00 feet, the chords of which bear S 82°40'42" E 19.37 feet to a point, and N

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#1

[illegible]

MONDAY, JUNE 13, 2022

[illegible]

#4

MONDAY, JUNE 13, 2022

PRINT NAME	ADDRESS	CONTACT INFORMATION
Kenn L ^{ore} Kunzly Donna Rowan John Rowan	10514 Glenway Ave. 10111 Seapines Ct	kunzly@aol.com JROWANSR@GMAIL.COM
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Minutes of the Neighborhood Meeting

Date: June 13, 2022
Time: 6:00 PM
Location: Beulah Presbyterian Church
Case Number: 22-CUPPA-0086

On behalf of the Applicant and owner of 10200 Glenmary Farm Drive, AL CAT, LLC and Valley Station Towne Center, LLC, Chris Thieneman (Manager/Developer), Jeff McKenzie (Attorney), Sarah Pennington (Attorney), Ernesto Rivera (Prospective Restaurant Operator), and Derek Triplett (Landscape Architect) attended the meeting. The meeting was further attended by approximately 50 community members. Sign-in sheets, attached hereto as Exhibit A, were circulated, but many attendees declined to provide their name and one sign-in sheet was removed by an attendee.

Jeff began the meeting at 6:00 PM. He explained the meeting was to discuss the Conditional Use Permit for a Private Proprietary Club for 10200 Glenmary. He explained that the Applicant intends to reopen the Glenmary Club as a private proprietary club, and that access to the club will require membership, the terms and cost of which are still be determined, but will be comparable to other clubs in Louisville. The club will have a number of amenities for its members, including a restaurant, chipping/putting green, swimming pool, volleyball, and pickleball court. If warranted by interest, the Applicant is also considering converting the existing barn space into an event venue, providing a driving range, and developing a small amphitheater on the natural slope of the site.

Jeff further addressed the concerns that have been brought up by community members in their emails to the Case Manager on 22-CUPPA-0086. This included:

- Concerns the club will be operated for public use. Jeff emphasized the club will only be open to its members. Although anyone in Louisville can join the club, payment of a membership fee and compliance with membership requirements will be necessary for access.
- Concerns that the restaurant will lead to drinking and driving. Jeff explained this is a continuation of a prior use – the only difference is there will no longer be a golf course. To our knowledge, drinking and driving was not an issue previously, and curfews and overservice laws exist to prevent this issue.
- Concerns about traffic and street parking. Again, Jeff explained this is a continuation of a prior use – there is ample parking and, to our knowledge, this was not an issue previously.
- Concerns that we did not disclose the amphitheater in our Initial Application. Jeff explained that amphitheater was disclosed in our Letter of Explanation. In addition, the amphitheater is not a building or similar structure, but is a grassy outdoor slope leading down to the proposed stone stage.
- Concerns about statements and behavior by Chris. Chris has already apologized to the community, and deeply regrets his reaction, which was in response to vandals putting racist graffiti on the clubhouse.

Jeff further explained that we intend to file a formal application as soon as possible. We will respond to a couple of technical comments on our Site Plan and will finalize our amenity selection. Jeff encouraged individuals to sign the sign-in sheet and to email NewGlenmaryClub@gmail.com for updates on the project. He then opened the floor to comments and questions, which were generally as follows:

- Will the club be private or public? Jeff again stated that access to the club would require a membership, and explained further that the membership would not be limited to Glenmary residents. He explained that anyone in the area may become a member, so long as they pay the required fees and meet the membership requirements.
- How will the membership work? There was strong interest in some amenities by some attendees and equally strong interest in different amenities by other attendees. Jeff emphasized that the terms and cost of the membership are not yet final, but the owner anticipates at least two tiers of membership that differ in price based on the amenities included. Some attendees suggested a resident and non-resident rate, which Jeff and Chris both acknowledged was under consideration. When questioned further, Chris stated that, based upon very preliminary estimates, he will need at least 200 members paying around \$100 a month to make operation of the club financially feasible. An attendee stated that his family pays more than \$1300 annually to be a member at Woodhaven, a comparable club, so that sounded reasonable.
- When will the restaurant open? When will the pool open? Jeff explained that development will occur in phases, with Phase I being the opening of the restaurant, volleyball, and pickleball courts. Phase II will be the opening of the pool. Phase III will be the development of the event venue and amphitheater. Each phase will depend on interest in the club and revenue generated. Several expressed their wish to have the facilities open as soon as possible.
- Who will enforce parking and curfew restrictions? Jeff explained these are the laws of the City of Louisville, and they will remain in effect and be enforced by local law enforcement. Nothing in the Pre-Application proposes that we will act contrary to law.
- There were also some questions about the Neighborhood Meeting originally scheduled for March 25, 2022. Jeff explained that because notices were not delivered as required by law, and to avoid any issues re lack of notice, we rescheduled our meeting for today.
- Many people brought up comparable clubs, including Woodhaven and Blairwood. Other attendees pointed out those clubs are in more commercial areas as opposed to a residential setting like Glenmary. Again, Jeff emphasized that the proposed club will be the continuation of a prior use. Several attendees emphasized the importance of reopening the club to add value for the homeowners of Glenmary.

The meeting adjourned at approximately 7:30 PM.

Exhibit A

Neighborhood Meeting Minutes

See attached.

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