

Louisville Metro Planning Commission  
March 20, 2014

Docket No. 13DEVPLAN1128

Revised Detailed District Development  
Plan to allow a proposed McDonald's on  
property located at 10600 Westport Road



Attorneys: Bardenwerper Talbott & Roberts, PLLC

Land Planners, Landscape Architects and Engineers: American Engineers, Inc.

# Index



1. LOJIC Zoning Map
2. Aerial photographs of the site and surrounding area
3. Previously approved development plan
4. Current development plan
5. Building and sign elevations
6. Traffic Study
7. Planning Commission minutes for the rezoning of this site, Judge's Order of Dismissal, Indian Springs Post Closing Agreement and minutes of the rezoning of the neighboring hotel site



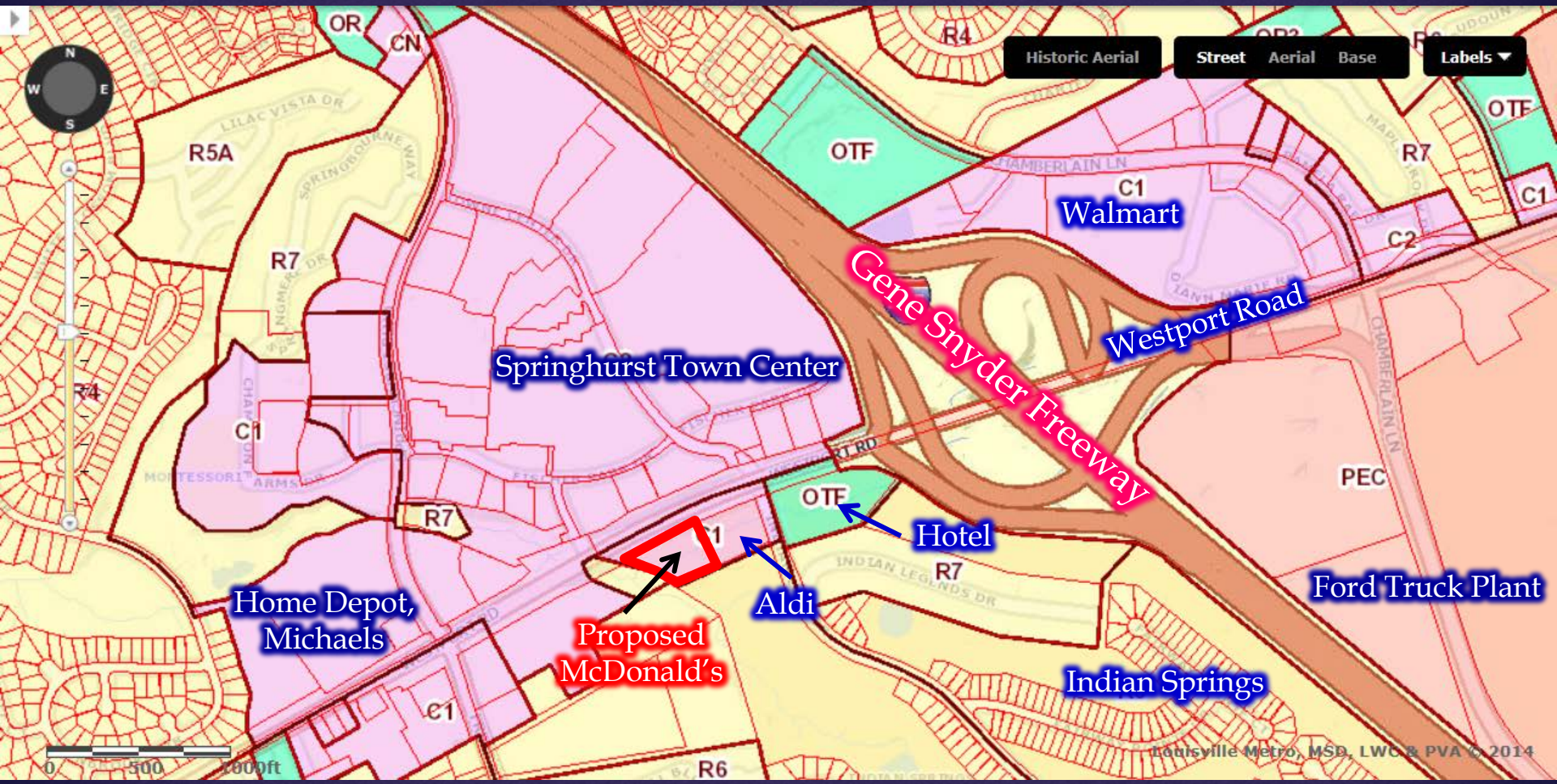
Tab 1



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LOJIC Zoning Map





Historic Aerial Street Aerial Base Labels



0 500 1000ft

Louisville Metro, MSD, LWC & PVA © 2014

Springhurst Town Center

Walmart

Westport Road

Gene Snyder Freeway

Home Depot, Michaels

Hotel

Ford Truck Plant

Aldi

Indian Springs

Proposed McDonald's

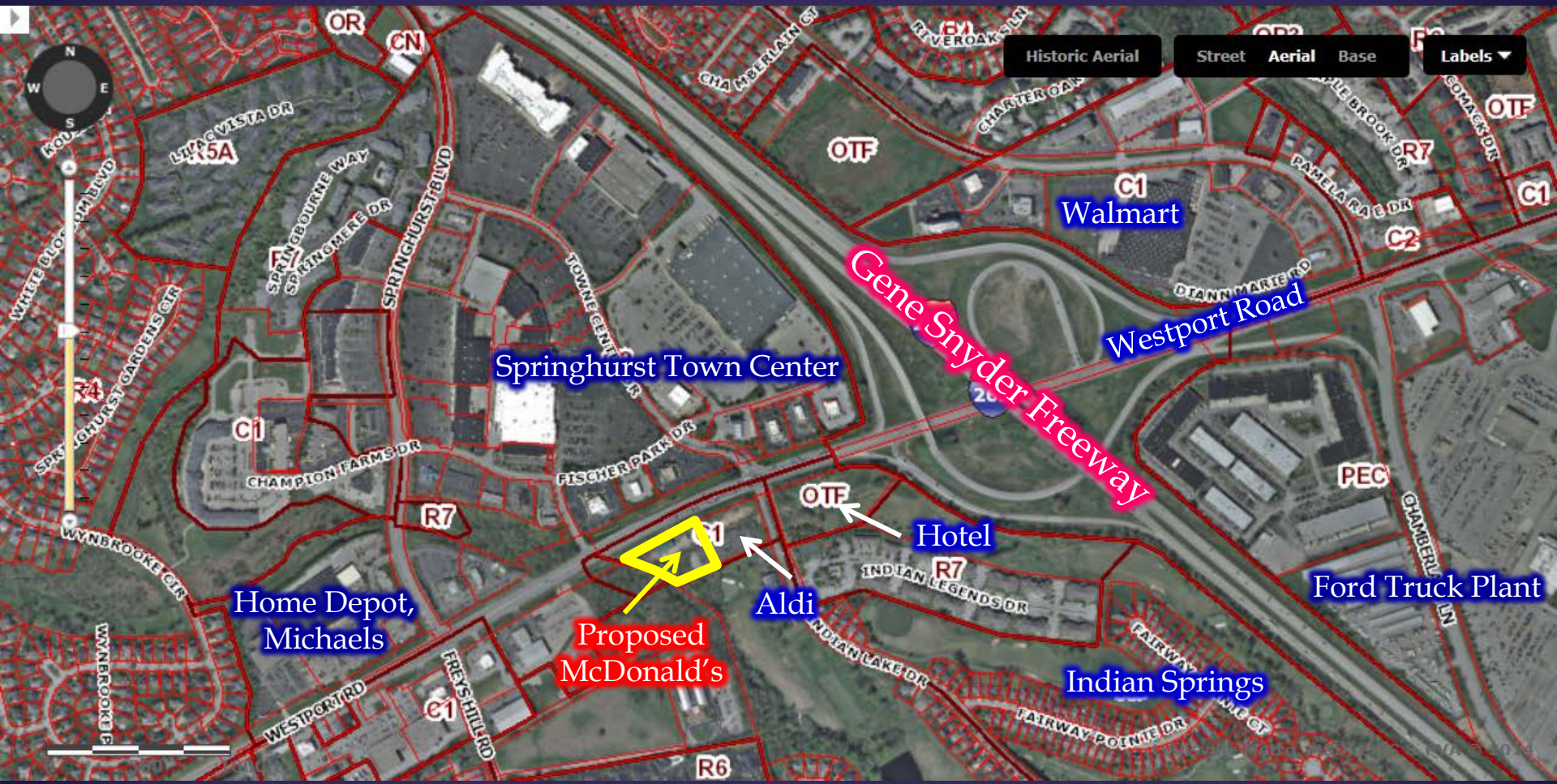


Tab 2



Aerial photograph of the site  
and surrounding area





Historic Aerial

Street

Aerial

Base

Labels



Springhurst Town Center

Walmart

Home Depot,  
Michaels

Proposed  
McDonald's

Aldi

Hotel

Indian Springs

Ford Truck Plant

Gene Snyder Freeway

Westport Road

R15A

C1

R7

R6

OTF

R7

PEC

OTF

C1

R7

C2

CHAMBERL

INDIAN LEGENDS OR

INDIAN LAKE DR

FAIRWAY

FAIRWAY POINTE DR

WESTPORT RD

FREYSHILL RD

WHITE BLOSSOM BLVD

SPRINGHURST GARDENS CIR

WYNEROKE BL

LIFAC VESTA DR

SPRINGBOUNNE WAY

SPRINGMERE DR

SPRINGHURST BLVD

CHAMPION FARMS DR

FISCHER PARK DR

CHAMBERLAIN ST

REVEROAKS LN

CHARTER OAK

WINDY BROOK DR

SOMMER DR

DIANN MARIE RD

CHAMBERL LN

FAIRWAY



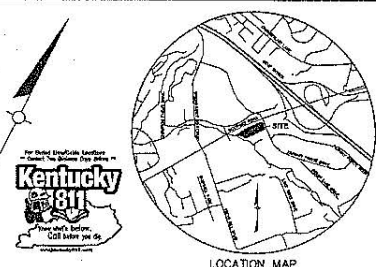
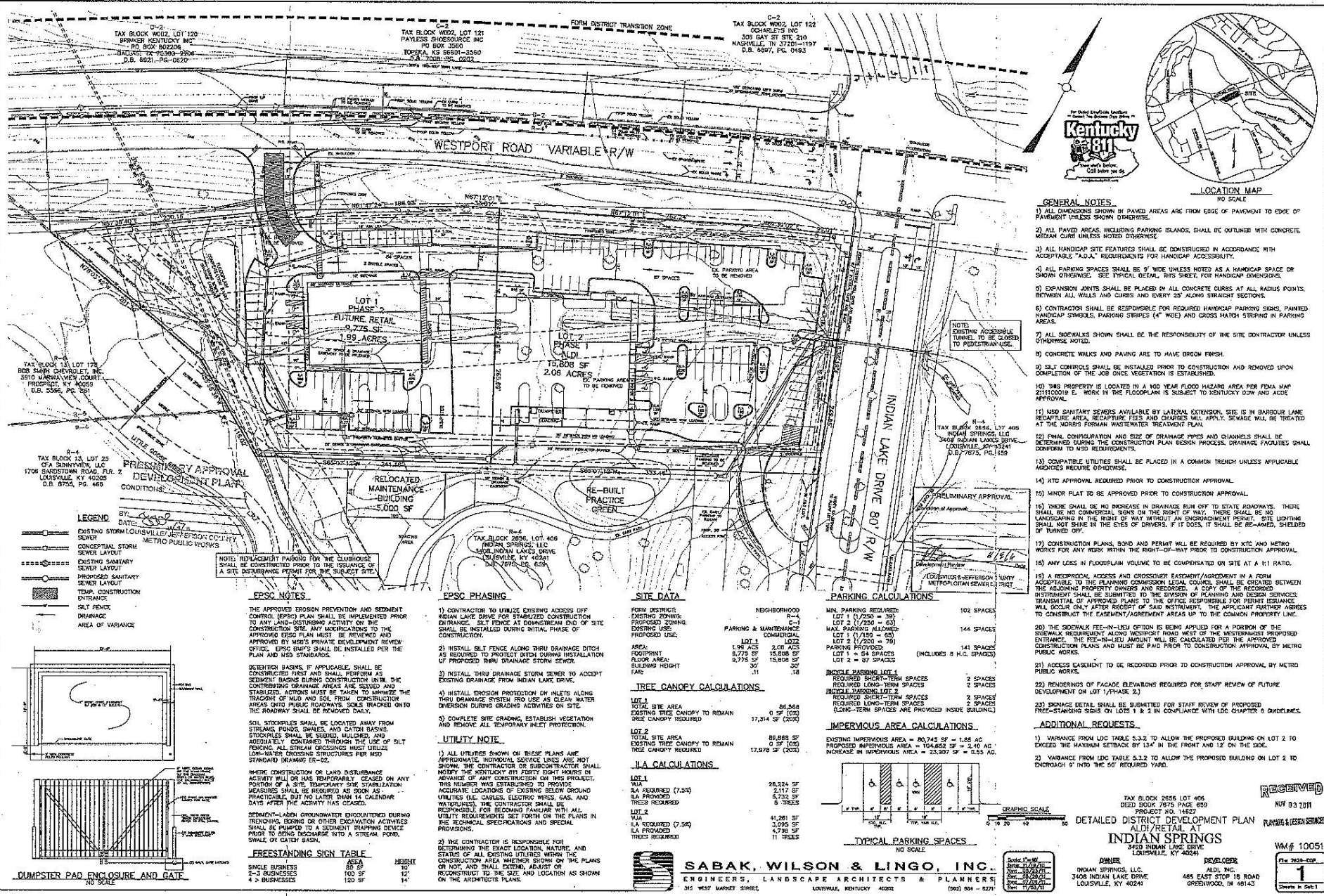
Tab 3



Previously Approved  
Development Plan



# Previously approved development plan for Aldi grocery store and 9,775 sq ft of retail



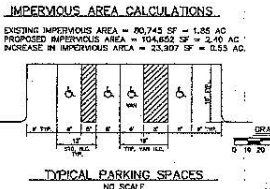
- GENERAL NOTES**
- 1) ALL DIMENSIONS SHOWN IN PAVED AREAS ARE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS SHOWN OTHERWISE.
  - 2) ALL PAVED AREAS, INCLUDING PARKING ISLANDS, SHALL BE OUTLINED WITH CONCRETE MEDIUM CURB UNLESS NOTED OTHERWISE.
  - 3) ALL HANDICAP SITE FEATURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACCEPTABLE "A.D.A." REQUIREMENTS FOR HANDICAP ACCESSIBILITY.
  - 4) ALL PARKING SPACES SHALL BE 6' WIDE UNLESS NOTED AS A HANDICAP SPACE OR SHOWN OTHERWISE. SEE TYPICAL DETAIL, THIS SHEET, FOR HANDICAP DIMENSIONS.
  - 5) EXPANSION JOINTS SHALL BE PLACED IN ALL CONCRETE CURBS AT ALL RADIUS POINTS BETWEEN ALL WALLS AND CURBS AND EVERY 25' ALONG STRAIGHT SECTIONS.
  - 6) CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED HANDICAP PARKING SIGNS, PAINTED HANDICAP SYMBOLS, PARKING STRIPES (4" WIDE) AND CROSS HATCH STRIPING IN PARKING AREAS.
  - 7) ALL SIDEWALKS SHOWING SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR UNLESS OTHERWISE NOTED.
  - 8) CONCRETE WALKS AND PAVING ARE TO HAVE BROWN FINISH.
  - 9) SILE CURBS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND REMOVED UPON COMPLETION OF THE JOB ONCE VEGETATION IS ESTABLISHED.
  - 10) THIS PROPERTY IS LOCATED IN A 100 YEAR FLOOD HAZARD AREA PER FEMA MAP 2111010019 E. WORK IN THE FLOODPLAIN IS SUBJECT TO HAZARDOUS DOWN AND ACUTE APPROVALS.
  - 11) MSD SANITARY SERVICES AVAILABLE BY OTHER CATEGORY, SITE IS IN BARBOUR LAKE RECAPTURE AREA, RECAPTURE FEES AND CHARGES WILL APPLY. RECAPTURE WILL BE PERFORMED AT THE OWNER'S FORMAL WASTEWATER TREATMENT PLANT.
  - 12) FINAL CONFIGURATION AND SIZE OF DRAINAGE PIPES AND CHANNELS SHALL BE DETERMINED DURING THE CONSTRUCTION PLAN DESIGN PROCESS. DRAINAGE FACILITIES SHALL CONFORM TO MSD REQUIREMENTS.
  - 13) COMPATIBLE UTILITIES SHALL BE PLACED IN A COMMON TRENCH UNLESS APPLICABLE AGENCIES REQUIRE OTHERWISE.
  - 14) KTC APPROVAL REQUIRED PRIOR TO CONSTRUCTION APPROVAL.
  - 15) MINOR PLOT TO BE APPROVED PRIOR TO CONSTRUCTION APPROVAL.
  - 16) THERE SHALL BE NO INCREASE IN DRAINAGE RUN OFF TO STATE ROADWAYS. THERE SHALL BE NO COMMERCIAL SIGNAGE ON THE FRONT OF WAY. THERE SHALL BE NO LANDSCAPING IN THE RIGHT OF WAY WITHOUT AN ENCROACHMENT PERMIT. SITE LIGHTING SHALL NOT SHINE IN THE EYES OF DRIVERS, IF IT DOES, IT SHALL BE RE-ARMED, SHIELDED OR TURNED OFF.
  - 17) CONSTRUCTION PLANS, BOND AND PERMIT WILL BE REQUIRED BY KTC AND METRO WORKS FOR ANY WORK WITHIN THE RIGHT-OF-WAY PRIOR TO CONSTRUCTION APPROVAL.
  - 18) ANY LOSS IN FLOODPLAIN VOLUME TO BE COMPENSATED ON SITE AT A 1:1 RATIO.
  - 19) A REDDIPLOM, ACCESS AND CROSSOVER EASEMENT/AGREEMENT IN A FORM ACCEPTABLE TO THE PLANNING COMMISSION LOCAL COUNCIL SHALL BE OBTAINED BEFORE THE BEGINNING OF CONSTRUCTION AND RECORDED. A COPY OF THE RECORDED INSTRUMENT SHALL BE SUBMITTED TO THE DIVISION OF PLANNING AND DESIGN SERVICES. TRANSMITTAL OF APPROVED PLANS TO THE OFFICE RESPONSIBLE FOR PERMIT ISSUANCE WILL OCCUR ONLY AFTER RECEIPT OF SAID INSTRUMENT. THE APPLICANT FURTHER AGREES TO CONSTRUCT THE EASEMENT/AGREEMENT AREAS UP TO THE COMMON PROPERTY LINE.
  - 20) THE SIDEWALK FEE-IN-LIEU OPTION IS BEING APPLIED FOR A PORTION OF THE SIDEWALK REQUIREMENT ALONG WESTPORT ROAD WEST OF THE WESTERLY PROPOSED ENTRANCE. THE FEE-IN-LIEU AMOUNT WILL BE CALCULATED PER THE APPROVED PERMITTING PLANS AND MUST BE PAID PRIOR TO CONSTRUCTION APPROVAL BY METRO PUBLIC WORKS.
  - 21) ACCESS EASEMENT TO BE REDDED PRIOR TO CONSTRUCTION APPROVAL BY METRO PUBLIC WORKS.
  - 22) REVISIONS OF FACADE ELEVATIONS REQUIRED FOR STAFF REVIEW OF FUTURE DEVELOPMENT ON LOT 1/PHASE 2.
  - 23) SIGNAGE DETAIL SHALL BE SUBMITTED FOR STAFF REVIEW OF PROPOSED FREE-STANDING SIGNS ON LOTS 1 & 2 IN COMPLIANCE WITH LOC CHAPTER 8 OVERLINES.

**PARKING CALCULATIONS**

MIN. PARKING REQUIRED:	102 SPACES
LOT 1 (1/250 = 39)	
LOT 2 (1/200 = 63)	
MAX. PARKING ALLOWED:	144 SPACES
LOT 1 (1/150 = 63)	
LOT 2 (1/200 = 79)	
PARKING PROVIDED:	141 SPACES
LOT 1 = 84 SPACES	
LOT 2 = 57 SPACES	
(INCLUDES 8 H.C. SPACES)	

**IMPERVIOUS AREA CALCULATIONS**

EXISTING IMPERVIOUS AREA =	80,743 SF = 1.85 AC
PROPOSED IMPERVIOUS AREA =	104,682 SF = 2.40 AC
INCREASE IN IMPERVIOUS AREA =	23,939 SF = 0.55 AC



**EPSC NOTES**

THE APPROVED EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) PLAN SHALL BE IMPLEMENTED PRIOR TO ANY LAND-CONSTRUCTING ACTIVITY ON THE CONSTRUCTION SITE. ANY INDICATORS TO THE APPROVED EPSC PLAN MUST BE REVIEWED AND APPROVED BY METRO'S PRIVATE DEVELOPMENT REVIEW OFFICE. EPSC BUSHES SHALL BE INSTALLED PER THE PLAN AND USED STANDARDS.

**EPSC PHASING**

- 1) CONTRACTOR TO UTILIZE EXISTING ACCESS OFF INDIAN LAKE DRIVE FOR STABILIZED CONSTRUCTION ENTRANCE. SILT FENCE AT DOWNSTREAM END OF SITE SHALL BE INSTALLED DURING INITIAL PHASE OF CONSTRUCTION.
- 2) INSTALL SILT FENCE ALONG THRU DRAINAGE DITCH AS REQUIRED TO PROTECT RIVER DURING INSTALLATION OF PROPOSED THRU DRAINAGE STORM SEWER.
- 3) INSTALL THRU DRAINAGE STORM SEWER TO ACCEPT EXISTING DRAINAGE FROM INDIAN LAKE DRIVE.
- 4) INITIAL EROSION PROTECTION ON HILLSIDES ALONG THRU DRAINAGE SYSTEM FROM USE AS CLEAN WATER DIVERSION DURING GRADING ACTIVITIES ON SITE.
- 5) COMPLETE SITE GRADING, ESTABLISH VEGETATION AND REMOVE ALL TEMPORARY SILT PROTECTION.

**SITE DATA**

FORM DISTRICT: NEIGHBORHOOD R-4  
 EXISTING ZONING: COMMERCIAL  
 PROPOSED ZONING: COMMERCIAL  
 DRAINAGE USE: PARKING & MAINTENANCE

AREA:	LOT 1	9,775 SF
FOOTPRINT:	LOT 1	15,808 SF
FLOOR AREA:	LOT 1	15,808 SF
BUILDING HEIGHT:		30'
FAIR:		11'

**TREE CANOPY CALCULATIONS**

LOT 1	TOTAL SITE AREA	86,564
	EXISTING TREE CANOPY TO REMAIN	0 SF (0%)
	TRUCK CANOPY REQUIRED	17,314 SF (20%)
LOT 2	TOTAL SITE AREA	85,688 SF
	EXISTING TREE CANOPY TO REMAIN	0 SF (0%)
	TRUCK CANOPY REQUIRED	17,978 SF (20%)

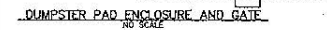
**UTILTY NOTE**

1) ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICE LINES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE KENTUCKY 811 FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (E.G. CABLES, ELECTRIC WIRES, GAS, AND WATER). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITIES REQUIREMENTS SET FORTH ON THE PLANS IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

2) THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, NATURE, AND STATUS OF ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA SHOWN ON THE PLANS OR NOTED AND SHALL EXTEND, ADJUST OR RECONSTRUCT TO THE SIZE AND LOCATION AS SHOWN ON THE ARCHITECTS' PLANS.

**FREESTANDING SIGN TABLE**

SINGLE BUSINESS	65 SF	HEIGHT	12'
2-3 BUSINESSES	100 SF		14'
4+ BUSINESSES	120 SF		14'



**SABAK, WILSON & LINGO, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 315 WEST MARKET STREET, LOUISVILLE, KENTUCKY 40202 (502) 504-8271

**RECEIVED**

NOV 03 2011

**DETAILED DEVELOPMENT PLAN**  
 ALDI/RETAIL AT  
**INDIAN SPRINGS**  
 1400 INDIAN LAKE DRIVE  
 LOUISVILLE, KY 40241

OWNER: INDIAN SPRINGS, LLC  
 3406 INDIAN LAKE DRIVE, LOUISVILLE, KY 40241

DEVELOPER: AELI, INC.  
 485 EAST STOP 18 ROAD, GREENWOOD, IN 46143

GRAPHIC SCALE: 1" = 20'

W&E 10051  
 File: 2011-001-01  
 1  
 Sheets in Set: 1



Tab 4



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# Proposed Development Plan





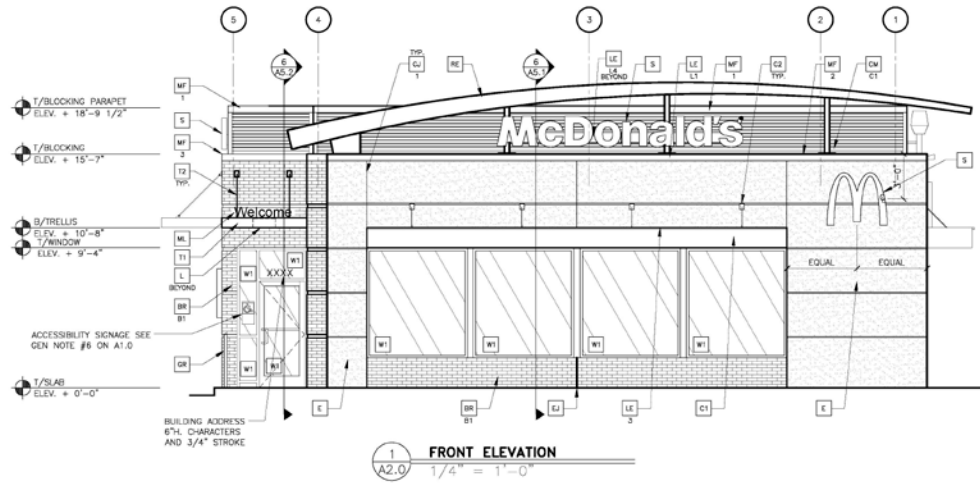


Tab 5



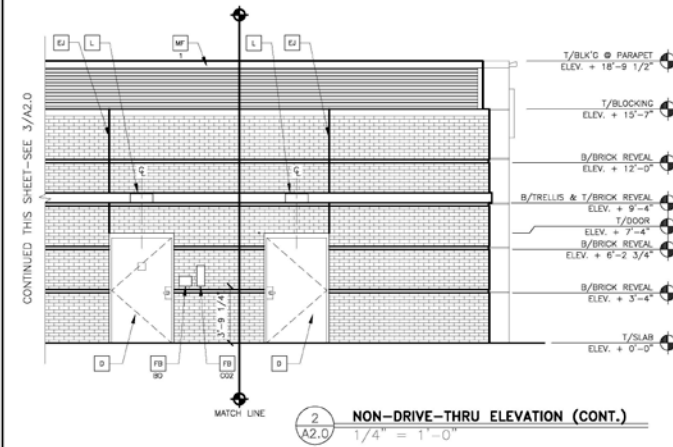
Building and Sign Elevations



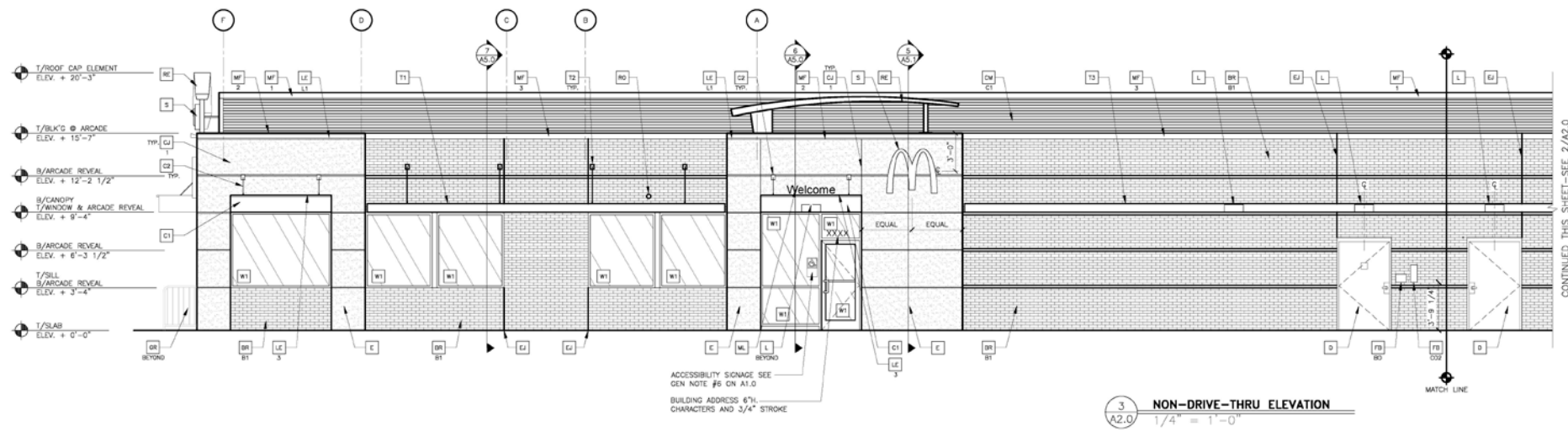


**1 FRONT ELEVATION**  
1/4" = 1'-0"

- T/ROOF CAP ELEMENT  
ELEV. + 20'-3"
- T/BLK'G @ PARAPET  
ELEV. + 18'-9 1/2"
- T/BLK'G @ ARCADE  
ELEV. + 15'-7"
- B/ARCADE REVEAL  
ELEV. + 12'-2 1/2"
- T/WINDOW & B/CANOPY  
ELEV. + 9'-4"
- B/ARCADE REVEAL  
ELEV. + 6'-3 1/2"
- B/ARCADE REVEAL  
ELEV. + 3'-4"
- T/SILL  
ELEV. + 2'-0"
- T/SLAB  
ELEV. + 0'-0"



**2 NON-DRIVE-THRU ELEVATION (CONT.)**  
1/4" = 1'-0"

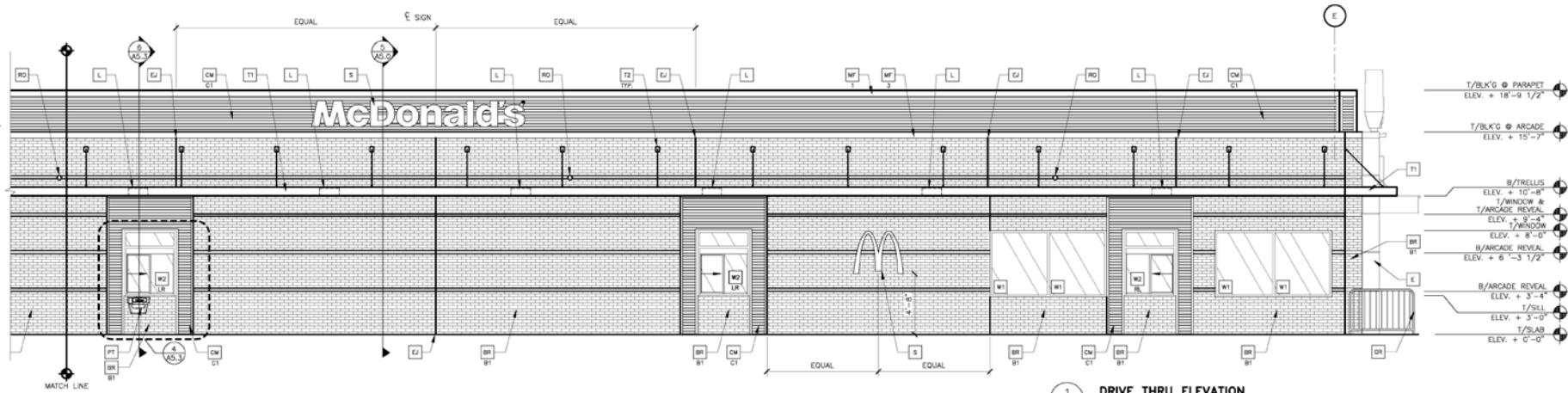


**3 NON-DRIVE-THRU ELEVATION**  
1/4" = 1'-0"

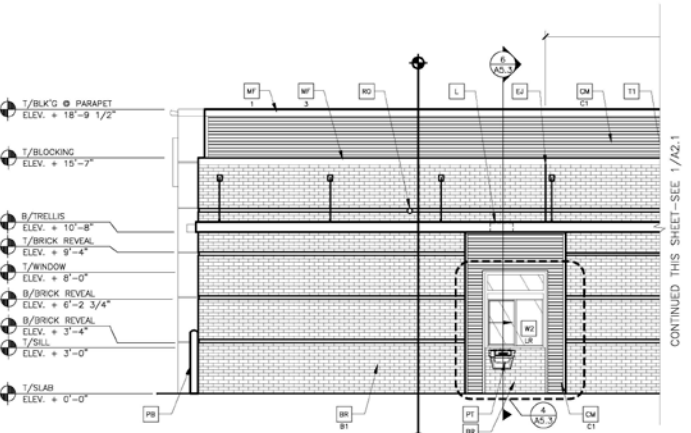
- KEY NOTES:**
- BR FACEBRICK
  - BT COLOR: BR = "TRUBRO RED VELOUR" BY BELDEN OR EQUAL
  - C1 ALUMINUM CANOPY SYSTEM (COLOR: GOLD)
  - C2 ALUMINUM CANOPY TE-BACK SYSTEM
  - CD CONTROL JOINT
  - X TYPE: 1 = EPS
  - CM CORRUGATED METAL PANEL - SEE 16/A5.0
  - CT COLOR: C1 = "TITANIC" BY METAL-ERA
  - D HOLLOW METAL DOOR - PAINT TO MATCH COLOR OF SURROUNDING MATERIAL
  - E EXTERIOR INSULATION FINISH SYSTEM (E.I.F.S.) COLOR = BENJAMIN MOORE 2122-70 SNOW WHITE
  - EA EXPANSION JOINT, SEE DETAIL 7/A4.1
  - FB BRU = BRUK CO2 FILL BOX (EGPM SCHEDULE ITEM 49.00)
  - CO2 = BRUK CO2 FILL BOX (EGPM SCHEDULE ITEM 700.18) - CONFIRM USE WITH WCD PROJECT MANAGER
  - GR GUARD RAIL - SEE SITE PLAN FOR EXACT LOCATION AND LENGTH
  - L LIGHT FIXTURE (WALL SCONCE) - SEE ELECTRICAL
  - LE ACCENT LIGHTING - SEE ELECTRICAL
  - LT LED LIGHT: L1 = UP AND DOWN FIXTURE L2 = DOWN ONLY FIXTURE L3 = INTERNAL CANOPY FIXTURE L4 = UP ONLY FIXTURE
  - ML METAL LETTERING - BY OTHERS
  - MT METAL FASCIA - COLOR TO MATCH CORRUGATED METAL PANEL - SEE 1/A5.0
  - 1-TYPE: 1 = PRE-FAB ANCHOR-TIE FASCIA 2 = PRE-FAB CUSTOM ARCADE FASCIA 3 = PRE-FAB MASONRY CAP FASCIA
  - PB PIPE BOLLARD - PAINTED YELLOW
  - PT (RINCO) CON COLLECTOR UNIT #PWT 02200 STD CALL 1-800-743-7433 TO ORDER
  - RE ROOF CAP ELEMENT BY OTHERS
  - RO ROOF DRAIN OVERFLOW PIPIC PAINT TO MATCH SURROUNDING MATERIAL
  - TT EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS - SEE ASSEMBLY NOTES
  - T1 ALUMINUM TRELLIS SYSTEM
  - T2 TRELLIS TE-BACK SYSTEM
  - T3 ALUMINUM TRELLIS 2" x 8" WALL FASCIA SYSTEM = REFER TO SIM. DETAIL 3 ON SHEET A5.1
  - S McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.
  - W1 DRIVE-THRU WINDOW BY READY ACCESS 600 SERIES, 3M" SERVICE HEIGHT WITH TRANSOM - MANUAL OPER. ELECTRONIC RELEASE
  - XX SLIDE DIRECTION RL = RIGHT TO LEFT LR = LEFT TO RIGHT



CONTINUED THIS SHEET-SEE 2/A2.1

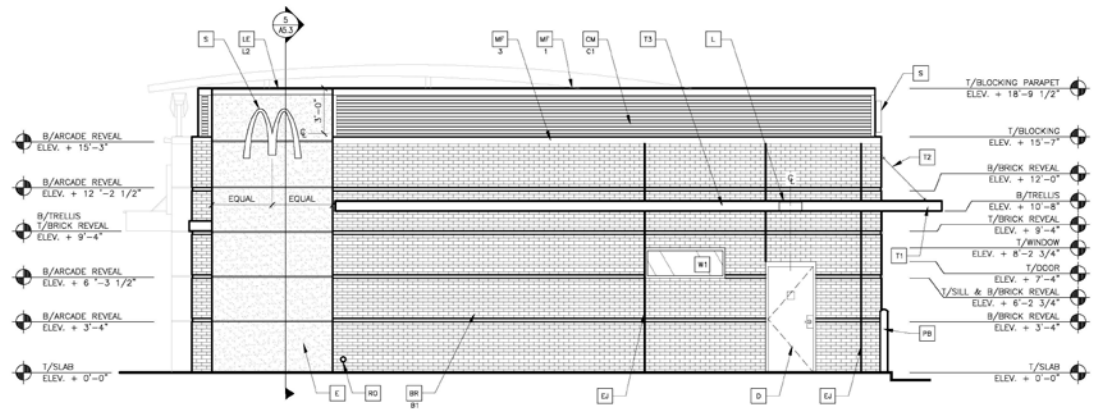


**1 DRIVE THRU ELEVATION**  
1/4" = 1'-0"



**2 DRIVE THRU ELEVATION (CONT.)**  
1/4" = 1'-0"

CONTINUED THIS SHEET-SEE 1/A2.1



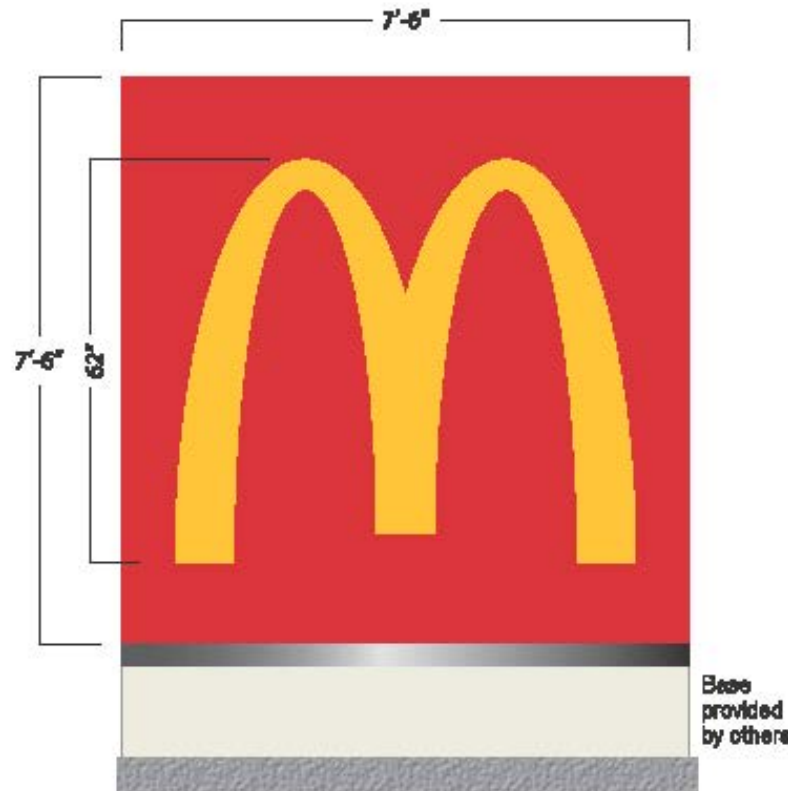
**3 REAR ELEVATION**  
1/4" = 1'-0"

**KEY NOTES:**

- BR** FACEBRICK  
B1 = "MUSCO RED VELOUR" BY BELDEN OR EQUAL
- C1** ALUMINUM CANOPY SYSTEM (COLOR: GOLD)
- C2** ALUMINUM CANOPY TIE-BACK SYSTEM
- C3** CONTROL JOINT  
X = TYPE: 1 = EPS
- CM** CORRUGATED METAL PANEL - SEE 18/AS.0  
C1 = COLOR  
C2 = "CITYSCAPE" BY METAL-ERA
- D** HOLLOW METAL DOOR - PAINT TO MATCH COLOR OF SURROUNDING MATERIAL
- E** EXTERIOR INSULATION FINISH SYSTEM (EIF.S.)  
COLOR = BENJAMIN MOORE 2122-70 SNOW WHITE
- EA** EXPANSION JOINT, SEE DETAIL 7/MA.1
- FB** CO2 - BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 48.00)  
B0 = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18) -  
CONFIRM USE WITH WCD PROJECT MANAGER
- GA** GUARD RAIL -SEE SITE PLAN  
FOR EXACT LOCATION AND LENGTH
- L** LIGHT FIXTURE (WALL SCENE) - SEE ELECTRICAL
- LA** ACCENT LIGHTING - SEE ELECTRICAL
- LI** LED LIGHT  
L1 = UP AND DOWN FIXTURE  
L2 = DOWN ONLY FIXTURE  
L3 = INTEGRAL CANOPY FIXTURE  
L4 = UP ONLY FIXTURE
- ML** METAL LETTERING - BY OTHERS
- MF** METAL FASCIA - COLOR TO MATCH CORRUGATED METAL PANEL - SEE 18/AS.0  
TYPE:  
1 = PRE-FAB ANCHOR-LITE FASCIA  
2 = PRE-FAB CUSTOM ARCADE FASCIA  
3 = PRE-FAB MASONRY CAP FASCIA
- PB** PIPE BOLLARD - PAINTED YELLOW  
(RWH) CON COLLECTOR  
UNIT #PWT 072008 STD  
CALL 1-888-743-7433 TO ORDER
- RC** ROOF CAP ELEMENT BY OTHERS  
ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING MATERIAL
- T1** ALUMINUM TRELLIS SYSTEM
- T2** TRELLIS TIE-BACK SYSTEM
- T3** ALUMINUM TRELLIS 2" x 8" WALL FASCIA SYSTEM -  
REFER TO DIM. DETAIL 3 ON SHEET AS.1
- S** McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.
- W1** EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS -  
SEE ASSEMBLY NOTES
- W2** DRIVE-THRU WINDOW BY READY ACCESS 600 SERIES, 36" SERVICE HEIGHT WITH TRANSCOM - MANUAL, OPEN, ELECTRONIC RELEASE.  
SLIDE DIRECTION: RL = RIGHT TO LEFT  
LR = LEFT TO RIGHT



## 7x7 Next Gen Monument Sign



- Illumination:** LED
- Electrical:** 1.8 amps @ 120 volts
- Power Supply:** Aglight PS12-60W-100/277V
- Face Detail:** Laser cut aluminum faces with illuminated push thru arch.
- Base Height:** From 2' to 8' in height



Tab 6



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Traffic Study



final report

February 12, 2014

## Traffic Impact Study

*McDonald's  
10600 Westport Road  
Louisville, KY*

Prepared for

Metro Public Works

**JACOBS**<sup>™</sup>

11940 US 42  
Goshen, KY 40026  
502-228-0393



## Table of Contents

INTRODUCTION .....	2
Figure 1. Site Map.....	2
EXISTING CONDITIONS .....	2
Figure 2. Existing (2009) Peak Hour Volumes.....	3
FUTURE CONDITIONS .....	3
Figure 3. 2014 Peak Hour No Build.....	3
TRIP GENERATION .....	4
Table 1. Peak Hour Trips Generated by Site.....	4
Figure 4. Peak Hour Trips Generated by Site.....	4
Figure 5. 2014 Build Peak Hour Volumes .....	5
ANALYSIS .....	5
Table 2. Peak Hour Level of Service.....	6
CONCLUSIONS .....	6
APPENDIX .....	7

## INTRODUCTION

The development plan for the McDonald's on Westport Road shows a 5,258 square foot building with drive-through. The approved development plan for this site showed 9,000 square feet of retail space. **Figure 1** displays a map of the site. Access to the site will be from Westport Road. The purpose of this study is to update the traffic impact study for Aldi's from 2011 to reflect the change from retail to fast food. The study will examine the traffic impacts of the development upon the adjacent highway system. For this study the impact area was defined to be the intersection of Westport Road and Indian Lake Drive.

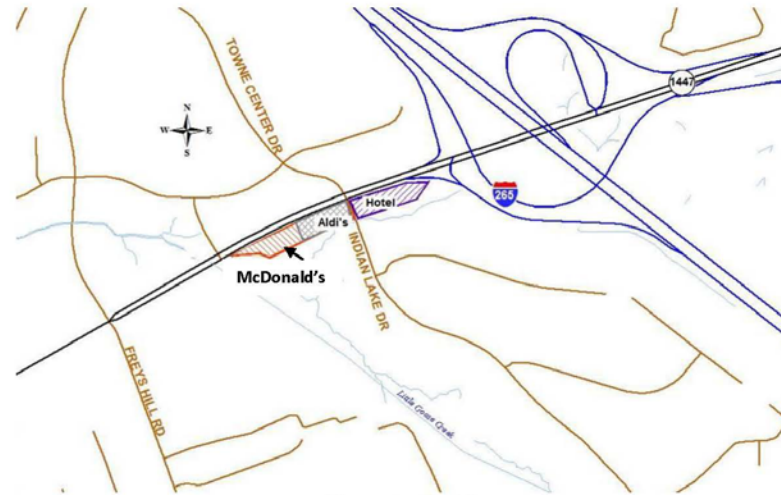


Figure 1. Site Map

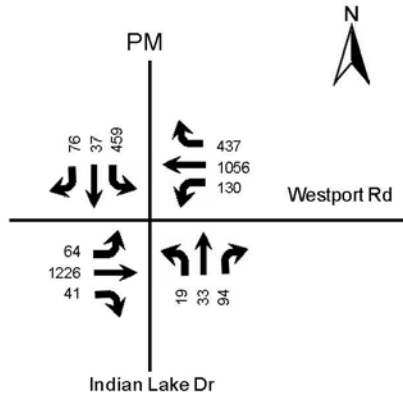
## EXISTING CONDITIONS

Westport Road, KY 1447, is a state maintained road with an estimated 2012 ADT of 34,400 vehicles per day between Hurstbourne Parkway (KY 1747) and I 265, as provided by the Kentucky Transportation Cabinet at station 96. The road is a four-lane highway with twelve-foot lanes and paved shoulders (provided by the Kentucky Transportation Cabinet). The speed limit is 45 mph. There are no sidewalks along Westport Road. The intersection with Indian Lake Drive is controlled with a traffic signal. There are right and left turn lanes on Westport Road at the intersection.

Indian Lake Drive is a Metro street with an estimated 2012 ADT of 4,000 vehicles per day south of Westport Road (provided by Metro). The pavement is approximately 24 feet wide on each side of the grass median. The posted speed limit is 25 mph. There is a sidewalk along the east side of the road.



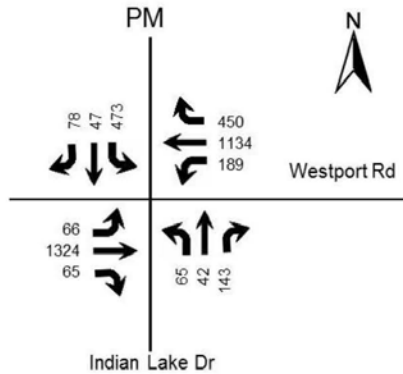
Jacobs Engineering Group, Inc. was provided p.m. peak hour and Saturday afternoon traffic counts at the intersection dated September 2, 2009 and October 9, 2010. The p.m. peak hour occurred between 5:00 and 6:00 p.m.. **Figure 2** illustrates the existing peak hour traffic volumes.



**Figure 2. Existing (2009) Peak Hour Volumes**

### FUTURE CONDITIONS

The projected completion year for this project is 2014, so the analysis year for this study is 2014. The no build volumes are the build volumes from the *Indian Lake Hotel Traffic Impact Study* dated September 2013. **Figure 3** displays the 2014 No build volumes.



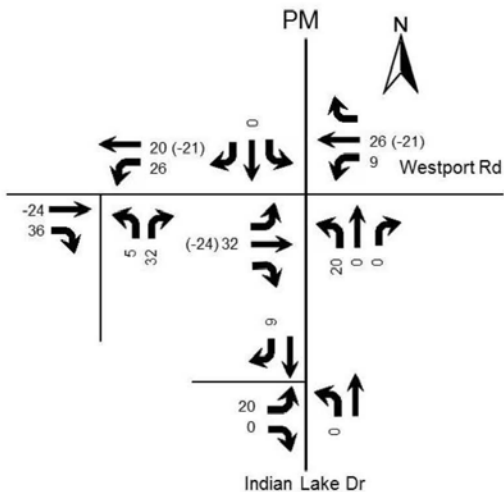
**Figure 3. 2014 Peak Hour No Build**

## TRIP GENERATION

The Institute of Transportation Engineers Trip Generation Manual, 9<sup>th</sup> Edition contains trip generation rates for a wide range of developments. The land use of "Fast-Food with a Drive-Through Window (934)" was reviewed and determined to be the best match. The trip generation results are listed in **Table 1**. The results of the trip generation analysis are that this development will generate an additional 128 p.m. peak hour trips. 50 percent of the trips generated by Fast-Food are considered pass-by trips. These are deducted from the existing traffic using the existing traffic flow and are shown in parentheses. The trips were assigned to the highway network with 50 percent to the west, 50 percent to the east. **Figure 4** shows the trips generated by this development and distributed throughout the road network for the year 2014 during the peak hour. **Figure 5** displays the individual turning movements for the year 2014 for the peak hour when the development is completed.

**Table 1. Peak Hour Trips Generated by Site**

	P.M. Peak Hour		
	Trips	IN	OUT
Fast-Food with Drive Through Window (934)	172	90	82
Retail Trips From 2011 Study	44	19	25
New Trips	128	71	57



**Figure 4. Peak Hour Trips Generated by Site**



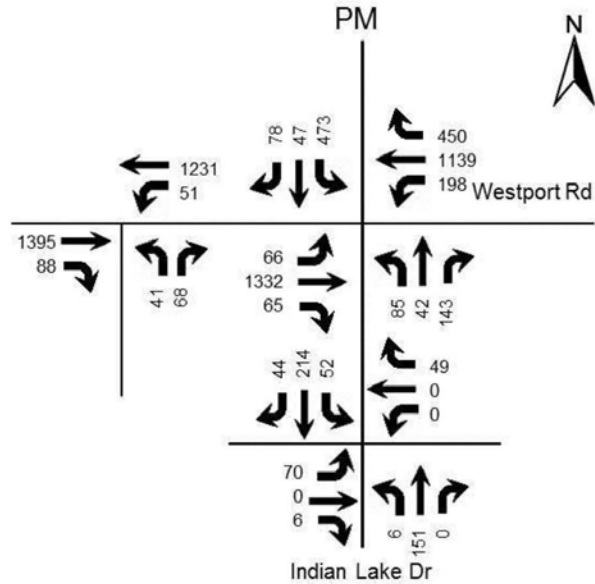


Figure 5. 2014 Build Peak Hour Volumes

## ANALYSIS

The qualitative measure of operation for a roadway facility or intersection is evaluated by assigning a "Level of Service" or LOS. Level of Service is a ranking scale from A through F, "A" is the best operating condition and "F" is the worst. Level of Service results depend upon the facility that is analyzed. In this case, the LOS is based upon the total delay experienced at an intersection.

To evaluate the impact of the proposed development, the vehicle delays at the intersection was determined using procedures detailed in the [Highway Capacity Manual](#), 2000 edition. Future delay and Level of Service were determined for the intersections using the HCS + (version 5.3) software.

**Table 2. Peak Hour Level of Service**

Approach	P.M.		
	2011 Existing	2014 No Build	2014 Build
<b>Westport Road at Indian Lake Drive</b>	<b>C</b> <b>30.9</b>	<b>C</b> <b>33.9</b>	<b>C</b> <b>34.9</b>
Westport Road Eastbound	C 25.8	C 27.4	C 27.6
Westport Road Westbound	C 21.0	C 22.4	C 25.5
Indian Lake Northbound	E 61.8	E 68.0	E 74.1
Town Center Drive Southbound	E 61.1	E 61.9	E 61.9
<b>Westport Road Entrance</b>			
Entrance Northbound		C 23.1	C 22.4
Westport Road Westbound		B 13.3	B 14.2

*Key: Level of Service, Delay in seconds per vehicle*

## CONCLUSIONS

Based upon the volume of traffic generated by the development and the amount of traffic forecasted for the year 2014, there will be manageable impact to the existing highway network. The delays experienced will increase, but will continue to operate at an acceptable Level of Service. No improvements are recommended at the existing intersections.



# Tab 7



Planning Commission minutes for the rezoning of this site, Judge's Order of Dismissal, Indian Springs Post Closing Agreement and minutes of the rezoning of the neighboring hotel site

(minutes included only in hard copy books)

2008 JUL 25 A 10 21

JEFFERSON CIRCUIT COURT

DIVISION 3

CLERK

Judge Mitch Perry

BY \_\_\_\_\_

U.S. Bank National Association,  
as Trustee for The Structured  
Asset Securities Corporation  
Mortgage Pass-Through  
Certificates, 2006-EQ1

PLAINTIFF

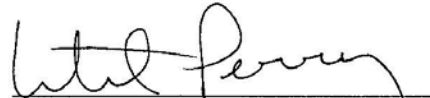
ORDER OF DISMISSAL


Margaret J. Mahan aka Margaret  
Jean Schilling  
Unknown Defendant, spouse of  
Margaret J. Mahan aka Margaret  
Jean Schilling  
Unknown Defendant Occupant  
Indian Springs Community  
Association, Inc.  
Trustcorp Mortgage Company

DEFENDANTS

\*\*\*\*\*

This matter having been resolved, the within case is ordered  
dismissed without prejudice, with each party to bear its own  
costs.

  
\_\_\_\_\_  
JUDGE Mitch Perry

  
\_\_\_\_\_  
Lori R. Deach, Trial Counsel  
KBA No. 87692  
LERNER, SAMPSON & ROTHFUSS  
Attorney for Plaintiff  
P.O. Box 5480  
Cincinnati, OH 45201-5480  
attyemail@lsrlaw.com

ENTERED IN COURT  
DAVID L. ROTHFUSS, CLERK  
AUG 1 2008  
BY \_\_\_\_\_  
DEPUTY CLERK







## POST-CLOSING AGREEMENT

18<sup>th</sup> THIS POST-CLOSING AGREEMENT ("Agreement") is made and entered into this day of February, 2014 (the "Effective Date") by and between, **INDIAN SPRINGS, LLC**, a Kentucky limited liability company, with an address in care of David Wren, Manager, 3408 Indian Lake Drive, Louisville, Kentucky 40241 ("Indian Springs") and **INDIAN SPRINGS COMMUNITY ASSOCIATION, INC.**, a Kentucky not-for-profit corporation, with an address in care of Todd Hall, President, 9462 Brownsboro Road, Suite 181, Louisville, Kentucky 40241 ("HOA") (Indian Springs and HOA are hereinafter sometimes referred to collectively as "Parties").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Offer of Sale Including Terms of Settlement of Pending Lawsuit, dated July 27, 2013, Indian Springs agreed to sell, and the HOA agreed to purchase, the Indian Springs golf course Property, as defined therein (the "Golf Course Property"), for the sum of One Dollar (\$1.00) (the "Offer of Sale/Settlement"), upon the terms set forth therein, which Offer of Sale/Settlement contained certain post-closing obligations of Indian Springs and HOA;

**WHEREAS**, Indian Springs is the owner in fee simple of Tract 2 (the "Hotel Property") as shown on that certain approved Minor Subdivision Plat prepared by Mindel Scott & Associates, Inc. dated February 10, 2014, a copy of which is attached hereto as Exhibit A (the "Minor Plat"), the original of which will be attached to and recorded with that certain Special Warranty Deed of even date herewith (the "HOA Deed");

**WHEREAS**, pursuant to the HOA Deed, Indian Springs conveyed the Property, which includes the Residual Tract 1 as shown on the Minor Plat (the "Residual Tract 1");

**WHEREAS**, the Parties desire to enter into this Agreement to supplement the Offer of Sale including Terms of Settlement of Pending Lawsuit entered into by Indian Springs, LLC and the Indian Springs Community Association, Inc. (the "Settlement Agreement") and to evidence certain additional agreements between them.

**NOW, THEREFORE**, for mutual consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Indian Springs Post-Closing Obligations.** Indian Springs shall, within the time periods provided, perform the following post-closing construction ("Post Closing Construction Work") work at the sole cost and expense of Indian Springs (the "Post-Closing Obligations"):

- a. Perform the following work: (i) install a new Indian Lake Drive speed hump in the area ; (ii) install "no south-turn" signs in the area and (iii) construct, repair and re-landscape a signature entrance median to the extent that same is affected by the new median cut needed to accommodate the approved access points in the



2. **Lease of Existing Golf Cart Path.** Indian Springs hereby leases to HOA and HOA leases from Indian Springs, the area of the existing golf cart path on the Hotel Property and any part of Hole No. 1 of the golf course including tee boxes that may be located on Hotel Property, as of the Effective Date, as more particularly shown (the "Demised Premises") on the Minor Plat, upon and subject to the terms, covenants and conditions contained herein (the "Existing Golf Cart Path Lease"). The Existing Golf Cart Path Lease shall commence on the Effective Date and terminate upon the Indian Springs completion of the Golf Cart Path, but in no earlier than 60 days from the Effective Date hereof (the "Lease Term"). HOA acknowledges that Indian Springs has made no warranties or representations with respect to the Demised Premises and HOA accepts the Demised Premises "AS IS, WHERE IS, WITH ALL FAULTS." During the Lease Term, HOA covenants and agrees to pay Indian Springs \$1 per year as annual rent, paid in advance for the year, without offset, deduction, or previous demand therefor. If HOA does not terminate usage of the Demised Premises upon the end of the Lease Term, Indian Springs may bring any suitable action or proceeding at law to regain possession of the Demised Premises, by force or otherwise, without being liable for any prosecution therefor or damages resulting therefrom, and repossess and enjoy the Demised Premises.

3. **Cooperation and Support.** HOA shall cooperate with and support Indian Springs to the extent reasonably and practically required to assure the approval and permitting as referenced hereinabove for the West Side Development, the East Side Development and any related Excepted Property, as defined in the Offer of Sale/Settlement and as shown on Exhibit D hereto.

4. **Beneficial Parties: Binding Effect.** The rights, privileges, obligations and burdens hereby imposed and all other terms of this instrument shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns as well as their employees, tenants, invitees and guests.

5. **Miscellaneous.**

(a) **Applicable Law.** This Agreement is entered into under, and shall be governed for all purposes by, the laws of the Commonwealth of Kentucky.

(b) **Authority.** Each individual executing this Agreement on behalf of a Party hereby covenants and warrants that he is duly authorized to execute and deliver this Agreement on behalf of such Party.

(c) **No Implied Waivers.** No failure to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver hereof, unless otherwise expressly stated in this Agreement. No waiver or consent hereunder shall be applicable to any events, acts, or circumstances except those specifically covered thereby.

(d) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or

provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

(e) Joint Product. This Agreement is the result of arms-length negotiations between the Parties and their respective attorneys. Accordingly, neither Party shall be deemed to be the author of this Agreement, nor shall this Agreement be construed against either Party.

(f) Headings. Headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation hereof.

(g) Gender and Plurals. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely, as used in this Agreement.

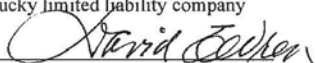
(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the Parties. Without limiting the scope of the preceding sentence, all understandings and agreements preceding the date of execution of this Agreement and relating to the subject matter hereof are hereby null and void and of no further force and effect, and this Agreement shall supersede all other agreements, written or oral.

(i) Modification. Any modification to this Agreement will be effective only if it is in writing and signed by the both Parties.

(j) Guarantor's Consent and Agreement. The undersigned consents and agrees that this Post Closing Agreement is incorporated into the Settlement Agreement as a supplement thereto and that his Guaranty Agreement made and entered into as of July 27, 2013 is deemed to expressly refer to this Post Closing Agreement as well as the Settlement Agreement within the meaning of KRS 371.065.

IN WITNESS WHEREOF, Indian Springs and HOA have caused this Agreement to be signed as of the day and year first above written.

**INDIAN SPRINGS, LLC**  
a Kentucky limited liability company

By:   
David Wren, Member

  
David Wren, Individually as Guarantor



INDIAN SPRINGS COMMUNITY ASSOCIATION, INC.  
a Kentucky not-for-profit corporation

By: 

Name: WILLIAM M. ROOF

Title: TREASURER, ISCA