



# Amendment to Binding Element Application

Louisville Metro Planning & Design Services

Case No.: 16MOD1000

Intake Staff: JL

Date: 01-15-16

Fee: 246.50

Once complete, please bring the application and supporting documentation to Planning and Design Services, 444 South 5<sup>th</sup> Street, Suite 300. For more information, call (502) 574-6230 or visit <http://www.louisvilleky.gov/PlanningDesign>.

Note: This application is not required in conjunction with an application for a District Development Plan.

### Project Information:

Project Description (e.g., retail center and office development, etc.):

WAFFIE HOUSE RESTAURANT

Project Name:

WAFFIE HOUSE

Primary Project Address:

612 LYNDON LANE Louisville, KY 40222

Additional Address(es):

\_\_\_\_\_

Primary Parcel ID:

02660001000

Additional Parcel ID(s):

\_\_\_\_\_

# of Residential Units:

\_\_\_\_\_ Commercial Square Footage: LOT 25,925 BLDG 2,013

Proposed Use:

WAFFIE House RESTAURANT

Existing Use:

VACANT BLDG.

Existing Zoning District:

C2 / TC

Existing Form District:

TC (TOWN CENTER)

Deed Book(s) / Page Numbers<sup>2</sup>:

10526 / 52-53

The subject property contains .595 acres.

Number of Adjoining Property Owners: 5 + owner

Has the property been the subject of a previous development proposal (e.g., rezoning, variance, appeal, conditional use permit, minor plat, etc.)? This information can be found in the Land Development Report (Related Cases)<sup>1</sup>  Yes  No

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If yes, please list the docket/case numbers:

Docket/Case #: \_\_\_\_\_

Docket/Case #: \_\_\_\_\_

Docket/Case #: \_\_\_\_\_

Docket/Case #: \_\_\_\_\_

**Contact Information:**

Owner:  Check if primary contact

Applicant:  Check if primary contact

Name: DENNIS M. MUYRES

Name: DENNIS M. MUYRES

Company: WAFFIE HOUSE, INC.

Company: WAFFIE HOUSE, INC.

Address: 5986 FINANCIAL DRIVE

Address: 5986 FINANCIAL DRIVE

City: NORCROSS State: GA Zip: 30071

City: NORCROSS State: GA Zip: 30071

Primary Phone: 770-729-5868

Primary Phone: 770-729-5868

Alternate Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: dennymuyres@WAFFIEHOUSE.COM

Email: dennymuyres@WAFFIEHOUSE.COM

Owner Signature (required): *Dennis M. MUYRES*  
REAL ESTATE REP.  
WAFFIE HOUSE, INC.

Attorney:  Check if primary contact

Plan prepared by:  Check if primary contact

Name: \_\_\_\_\_

Name: MELISSA TOWNSEND

Company: \_\_\_\_\_

Company: ADVANCED CIVIL SOLUTIONS, PLLC

Address: \_\_\_\_\_

Address: 128 SHELTON ROAD

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: RAOCLIFF State: KY Zip: 40160

Primary Phone: \_\_\_\_\_

Primary Phone: 270-351-3605

Alternate Phone: \_\_\_\_\_

Alternate Phone: 270-268-1157

Email: \_\_\_\_\_

Email: MTOWNSENDENG@TWC.COM

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**Certification Statement:** A certification statement must be submitted with any application in which the owner(s) of the subject property is (are) a limited liability company, corporation, partnership, association, trustee, etc., or if someone other than the owner(s) of record sign(s) the application.

I, DENNIS M. MUYRES, in my capacity as REAL ESTATE REPRESENTATIVE, hereby representative/authorized agent/other

certify that WAFFIE HOUSE INC. is (are) the owner(s) of the property which name of LLC / corporation / partnership / association / etc.

is the subject of this application and that I am authorized to sign this application on behalf of the owner(s).

Signature: *Dennis M. MUYRES* Date: 1-11-16

I understand that knowingly providing false information on this application may result in any action taken hereon being declared null and void. I further understand that pursuant to KRS 523.010, et seq, knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his/her duty is punishable as a Class B misdemeanor.

*B 16M60/000*

**Binding Element Amendment Justification:**

In order to justify approval of any amendments to binding elements, the Planning Commission considers the following criteria. Please answer all of the following items. Use additional sheets if needed. A response of yes, no, or N/A is not acceptable.

1. Are there any natural resources on the property, including trees and other living vegetation, steep slopes, water courses, flood plains, soils, air quality, scenic views, and historic sites? And are these natural resources being preserved?

THERE ARE THREE (3) EXISTING TREES THAT ARE PROPOSED TO REMAIN - PENDING LANDSCAPE APPROVAL. NO OTHER FEATURES PRESENT.

2. Is safe and efficient vehicular and pedestrian transportation provided both within the development and the community?

SAFE AND EFFICIENT VEHICULAR AND PEDESTRIAN TRANSPORTATION ARE PROVIDED AND APPROVED BY PLANNING (SITE PLAN), PLANNING TRANSPORTATION (CATHERINE) AND KY DEPT. OF HIGHWAY (LYNDON LN).

3. Is sufficient open space (scenic and recreational) to meet the needs of the proposed development being provided?

SUFFICIENT OPEN SPACE PROVIDED & APPROVED BY PLANNING.

4. Are provisions for adequate drainage facilities provided on the subject site in order to prevent drainage problems from occurring on the subject site or within the community?

DRAINAGE SYSTEM APPROVED BY BOTH KY DEPT. OF HIGHWAY, PLANNING TRANSPORTATION & MSD.

5. Is the overall site design (location of buildings, parking lots, screening, landscaping) and land use or uses compatible with the existing and projected future development of the area?

SITE DESIGN AND LAYOUT APPROVED BY BOTH PLANNING & TRANSPORTATION LYNDON. LANDSCAPE CURRENTLY UNDER REVIEW.

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6. Is the proposal in conformance with the Comprehensive Plan and Land Development Code?

DEVELOPMENT PLAN HAS BEEN APPROVED BY ALL AGENCIES WITH THE EXCEPTION OF LANDSCAPE PLAN. APPROVED PLAN PICTS LAYOUT IN COMPLIANCE WITH BINDING ELEMENT AMENDMENT ELEMENTS AS REQUESTED IN THIS APPLICATION, AS THEY ARE RELEVANT.

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**Please submit the completed application along with the following items:**

**Project application and description**

- Land Development Report<sup>1</sup>
- Letter of explanation for the amendment to binding element

**Mailing labels to notify Adjoining Property Owners (APOs)<sup>3</sup>**

*For applications that are not staff approvable:*

- One set of mailing label sheets for: 1<sup>st</sup> tier APOs; those listed on the application; and individuals who provided oral or written testimony in support or opposition of previous rezoning of the site
- One copy of the APO mailing label sheets

**Fee** (Cash, charge or check made payable to Planning & Design Services)

- Application Fee: \$ 215.00  
Clerk's Fee: \$ 25.50  
*(If two or more applications are submitted simultaneously for the same site, only one Clerk's Fee is required.)*
- Notice Fee: \$1 per Adjoining Property Owner  
*(Not required for applications that are staff approvable, or for any case filed under the same case number with a Rezoning or Conditional Use Permit.)* 5 + OWNER

**Resources:**

1. Land Development Report can be obtained online by entering the site address at: <http://ags2.lojic.org/lojiconline/>
2. Deeds and plats can be found at the Jefferson County Clerk's Office, located at the 2<sup>nd</sup> floor of Metro Hall (527 West Jefferson Street, telephone: 502-574-6220). Many deeds, plats and other records are available online at: <http://www.landrecords.jcc.ky.gov/records/S0Search.html>
3. Adjoining property ownership information can be found at the Property Valuation Administrator (PVA) office at 531 Court Place, Suite 504 or via their website: <https://jeffersonpva.ky.gov/>
4. View agency comments at: <http://portal.louisvilleky.gov/codesandregs/mainsearch>. Enter your case number in the 'Permit/Case/Docket Number' search bar and then select your case under the 'Application Number' tab.

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# Land Development Report

December 28, 2015 9:51 AM

About LDC

## Location

Parcel ID: 026600010000  
Parcel LRSN: 8101349  
Address: MULTIPLE ADDRESSES

## Zoning

Zoning: C2  
Form District: TOWN CENTER  
Plan Certain #: 09-041-02  
Proposed Subdivision Name: NONE  
Proposed Subdivision Docket #: NONE  
Current Subdivision Name: HIBBITT SUBDIVISON  
Plat Book - Page: 01-077  
Related Cases: NONE

## Special Review Districts

Overlay District: NO  
Historic Preservation District: NONE  
National Register District: NONE  
Urban Renewal: NO  
Enterprise Zone: NO  
System Development District: NO  
Historic Site: NO

## Environmental Constraints

Flood Prone Area  
FEMA Floodplain Review Zone: NO  
FEMA Floodway Review Zone: NO  
Floodplain Ordinance Review Zone: NO  
Conveyance Zone Review Zone: NO  
FEMA FIRM Panel: 21111C0030E

### Protected Waterways

Potential Wetland (Hydric Soil): NO  
Streams (Approximate): NO  
Surface Water (Approximate): NO

### Slopes & Soils

Potential Steep Slope: NO  
Unstable Soil: NO

### Geology

Karst Terrain: NO

## Sewer & Drainage

MSD Property Service Connection: YES  
Sewer Recapture Fee Area: NO  
Drainage Credit Program: MS4 (outside of incentive area)

## Services

Municipality: LYNDON  
Council District: 7  
Fire Protection District: LYNDON  
Urban Service District: NO

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**REQUEST FOR BINDING ELEMENTS TO BE AMENDED FOR PROPERTY IDENTIFIED AS PARCEL 02660001000 LOCATED AT 612 LYNDON LANE, LOUISVILLE, KY.**

A.) Waffle House, Inc. purchased the property located at 612 Lyndon Lane in good faith based on the site plan approvals received by our Engineer, Advanced Civil Solutions, PLLC. (Ms. Melissa Townsend) from Planning, MSD, Planning-Transportation, City of Lyndon and KDOH.

B.) Waffle House, Inc. was not informed of the Binding Elements by the Plan Reviewer prior to the approval of its site plan by Planning, MSD, Planning-Transportation, City of Lyndon and KDOH. The fact that Waffle House, Inc. purchased the property based on these approvals has created an undeniable hardship in order for Waffle House to develop the property for a Waffle House restaurant which was its only intent for purchasing the property.

C.) In addition to not receiving any notification by any of the Governing Authorities, Waffle House, Inc. was also not informed by the owner of the property as required in Section 11 of the Binding Elements. It also appears that the Binding Elements should have been recorded with the County due to the fact that a Clerks Fee has been required for recording this Amendment to the Binding Elements. Upon reviewing our Title Search, there was no record of the original Binding Elements being recorded with the county.

Fee (Cash, charge or check made payable to Planning & Design Services)

Application Fee: \$ 215.00

Clerk's Fee: \$ 25.50

*(If two or more applications are submitted simultaneously for the same site, only one Clerk's Fee is required.)*

Notice Fee: \$1 per Adjoining Property Owner

*(Not required for applications that are staff approvable, or for any case filed under the same case number with a Rezoning or Conditional Use Permit.)*

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**REQUESTED AMENDMENTS TO BINDING ELEMENTS**

**Binding Element – Section 2.** The development shall not exceed 2,000 square feet of gross floor area.

D.) This element will have to be revised based on the square footage of the existing building as shown on the survey dated December 14, 2015 by BTM Engineering, Inc. Louisville, KY. attached hereto and made a part hereof by reference.

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**Binding Element – Section 13.** The materials and design of proposed structure shall be substantially the same as depicted in the rendering a presented at the August 1, 2002, Planning Commission meeting.

E.) This element will have to be revised to reference the Waffle House materials and design of the proposed structure referenced in the Waffle House architectural rendering attached here to and made a part hereof by reference.

**Binding Element - Section 14.** A 6’ tall wooden fence shall be provided along the R-4 church property to the rear of the lot for screening purposes.

F.) According to the Binding Elements and respective planning commission minutes dated August 1, 2002, Mr. William B. Bardenwerper with the firm of Barden, Wepper & Lobb, PLLC, Louisville, KY., the attorney representing the applicant, agreed to put in the 6’ tall wooden fence at the rear of the property as requested by staff. Evidently this requirement was totally waived because according to Section 9 “All Binding Elements requiring action and approval must be implemented prior to requesting issuance of the Certificate of Occupancy, unless specifically waived by the Planning Commission”, the fence was never installed or enforced according to the Binding Elements. The original owner then sold the property to a subsequent owner and the fence was not required and or enforced during the possession of the property by the new owner. The fence has been absent for a period of thirteen years. Therefore, Waffle House, Inc. is respectfully requesting that this binding element not be imposed on the Waffle House, Inc. property at this time.

**Binding Element – Section 15.** Hours of operation shall be limited to 6:00am – midnight.

G.) Upon submittal of our application for a Site Plan Approval, Waffle House, Inc., was not informed of the Binding Elements attached to the property. Zoning C-2 allows for restaurant use and did not prohibit the operation of a 24 hour restaurant such as Waffle House. Waffle House has several restaurants in the greater Louisville Metro market, all of which are open 24 hours each day. This specific binding element again imposes a definitive hardship on Waffle House, Inc., due to the fact that all of its 1,820 restaurant units are 24 hour operations. This specific binding element precludes Waffle House from constructing its restaurant on its property and impedes its ability to use its property for its intended purpose and that is to construct and operate a Waffle House Restaurant 24 hours per day, 365 days per year. Therefore, Waffle House, Inc., respectfully requests that this Binding Element be waived.

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**Benefits for having a Waffle House restaurant on this property:**

**1. The original Sonic Franchisee who owned this property sold it to another Sonic Franchisee out of Nashville, TN ultimately being Kingston Farms, LLC. who in turn sold the property to Waffle House, Inc. on December 18, 2015. Kingston Farms, LLC decided to close their restaurant and the property has been vacant for three plus years. As a result of the building and the parking lot being vacant, the property has become victim to the weather, vandalism and extreme deterioration due to neglect and lack of maintenance. Waffle House, Inc. is committed to making a substantial investment that will vastly improve the infrastructure, parking lot, lighting, sidewalks, dumpster, landscaping and building on this property. Pedestrian access will be enhanced with the addition of more accessible sidewalks, walkways, ramps and also a bicycle rack to better accommodate the citizens in the community. In addition, improvements will be made to widen the primary access from Lyndon Lane and installing a new interconnectivity access to adjoining commercial property. These improvements make both entrances more accommodating, safer and more efficient for the traveling public.**

**2. Waffle House, Inc. will make a contribution to the new commercial development and modernization of the Lyndon Town Center Corridor. New jobs will be created, additional taxes will become available to the community and a pleasing new neighborhood restaurant will all contribute to the health and dynamic of the Lyndon economy. A new Waffle House restaurant will bring not only a new dimension to the commercial presence in the community but will also represent a reinvestment in this neighborhood through the rehabilitation of the vacant restaurant building and unused property. This new Waffle House will not only enhance the Lyndon Town Center but will also enhance the commercial environment for those businesses that are already a part of the Lyndon Town Center. The Waffle House restaurant will become a neighborhood gathering place for the citizens of all ages who reside in both Lyndon and Louisville.**

**3. Planning review of the Development plan required approval from the City of Lyndon. The review and subsequent coordination with the City of Lyndon have all been positive. The City has indicated their support for the improvement to this property, as well as the binding element amendment, and are excited to have Waffle House, Inc. as part of their community. Additionally, the amendments requested herein were reviewed with Pastor Jim Holladay of Lyndon Baptist Church. He had no objection or reservation to the proposed amendments and is very supportive of the proposed improvements to the property.**

**Thank you!**

**Waffle House, Inc.**

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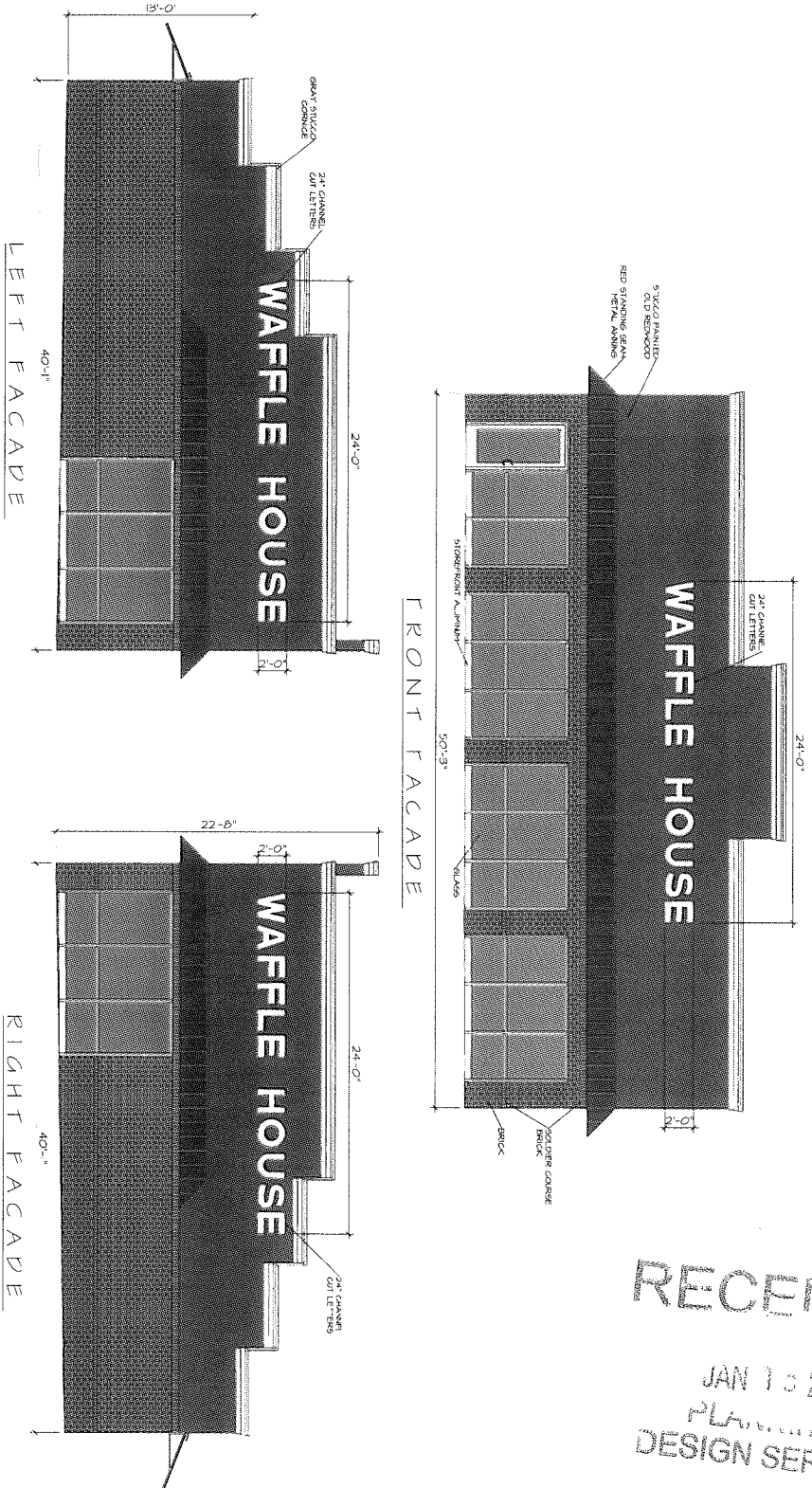


PROPOSED WAFFLE HOUSE

612 LYNDON LN  
LOUISVILLE, KY

SCALE: 1/8"=1'-0"

DECEMBER 31, 2015



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**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 # 201511128470**

**BATCH # 5971**

JEFFERSON CO, KY FEE \$26.00

STATE OF KY DEED TAX \$295.00

PRESENTED ON: 12-23-2015 5 03:00:32 PM

LODGED BY: TITLE AGENCY SUPPORT LLC

RECORDED: 12-23-2015 03:00:32 PM

BOBBIE HOLSCRAW

CLERK

BY: SHERRI SCHULTZ

RECORDING CLERK

**BK: D 10526**

**PG: 52-58**

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527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

Website: [www.jeffersoncountyclerk.org](http://www.jeffersoncountyclerk.org) | Email: [countyclerk@jeffersoncountyclerk.org](mailto:countyclerk@jeffersoncountyclerk.org)

16M-D1000

Record and Return to  
Title Agency Support  
10600 Timberwood Circle #11  
Louisville, KY 40223  
502-400-8888

W

GENERAL WARRANTY DEED

This DEED is made and entered into as of the 18<sup>th</sup> day of December, 2015, between

Kingston Farms, LLC  
4007 Hillsborough Rd., Suite 200  
Nashville, Tennessee 37215-2718

("Grantor")

to

Waffle House, Inc.  
5986 Financial Drive  
Norcross, Georgia 30071

The In-care of Address for Grantee, to which Tax Bills may be sent:

Waffle House, Inc.  
Attn: Real Estate Tax Dept.  
P. O. Box 6450  
Norcross, Georgia 30091

("Grantee").

WITNESSETH

For a total consideration of Two Hundred Ninety Five Thousand and No 100ths Dollars (\$295,000.00), the receipt and sufficiency of which are acknowledged, Grantor grants and conveys to Grantee, its successors and assigns, in fee simple and with covenant of General Warranty certain real property located in Jefferson County, Kentucky, and being more particularly described on EXHIBIT A, attached hereto and made a part hereof (the "Property").

Grantor covenants (a) lawful seisin of the Property, (b) full right and power to convey same, and (c) that the Property is free and clear of all liens and encumbrances, except liens for real property taxes and assessments due and payable in 2016 and thereafter, which Grantee assumes and agrees to pay. This conveyance is made subject to all (i) those matters listed on EXHIBIT "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions") and (ii) governmental laws, ordinances and regulations affecting the Property.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, re-impose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

Grantor warrants and covenants that Grantor will not buy, sell, lease, or otherwise make

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available any land either now controlled by Grantor or acquired subsequent to the date of this Deed, within one city block, or 1,000 lineal feet, whichever is greater, of the Property (not including the Property) (such area which does not include the Property being referred to herein as the "Restricted Land") to the following: Huddle House, Shoney's, Denny's, International House of Pancakes, Martin's, Bob Evans Farms, Perkins Restaurants, Dunkin Donuts of America, American Waffle, Waffle King, White Castle, Big Boy, Hardee's, Starbucks Coffee Shop, Brueggers Bagels, Caribou Coffee, Atlanta Bagel Bakeries, Krispy Kreme, Krystals, Omelet Shoppe, Manhattan Bagel Bakery, Bagelicious, Chesapeake Bagel Bakery, Einstein's, Great American Bagel, Biscuitville, any type of 24-hour restaurant, and any restaurant business that derives more than ten percent (10%) of its revenue from the combined sale of breakfast-oriented menu items (i.e., eggs, ham, bacon, sausage, muffins, croissants, biscuits, waffles, coffee type beverages, donuts, cereals, pancakes, and bagels). These covenants shall run with title to the Restricted Land and shall be for a period of fifty (50) years, or the maximum restrictable time under the laws of the Commonwealth of Kentucky on the date of execution hereof. Also, these covenants shall be binding upon Grantor, Grantor's successors and assigns. Grantor does further agree that it will not convey any parcel of land within the Restricted Land except by lease or deed containing restrictive covenants equivalent to the above, which fully protect Grantee's interest herein. Any subsequent purchaser or lessee under the Grantor herein does hereby agree to be bound by these same provisions and agrees that the foregoing covenants are attached to and run with title to the Restricted Land.

IN WITNESS WHEREOF, Grantor and Grantee, acting by and through its authorized representatives, executed this Deed as of the date first set forth above.

*[Signatures and acknowledgements on following pages.]*

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GRANTOR:

Kingston Farms, LLC,  
a Tennessee limited liability company

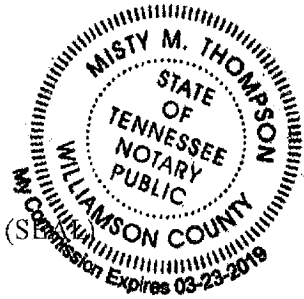
By [Signature]  
Bryan D. Spicer  
Title: Vice President

STATE OF TN )  
COUNTY OF Williamson ) SS  
)

The foregoing Deed was sworn to and acknowledged before me on the 17<sup>th</sup> day of December, 2015 by **Bryan D. Spicer** as Vice President of Kingston Farms, LLC, a Tennessee limited liability company, on behalf of the said limited liability company.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_




*[Signatures and acknowledgements continued on following page.]*

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[Handwritten mark]

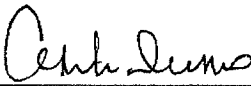
GRANTEE:

Waffle House, Inc.,  
a Georgia corporation

By   
Jeffrey S. Cole  
Title: Vice President of Real Estate

STATE OF GEORGIA                    )  
  ) SS  
COUNTY OF GWINNETT            )

The foregoing consideration certificate was sworn to and acknowledged before me on December 17, 2015 by JEFFREY S. COLE as Vice President of Real Estate of Waffle House, Inc., a Georgia corporation, on behalf of the said corporation.

  
Notary Public


My Commission Expires: 10-6-2017



*[End of signatures and acknowledgements.]*

This Instrument Prepared By:

Frederick B. Tyler, Jr., Esq.  
Waffle House, Inc.  
5986 Financial Drive  
Norcross, GA



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**EXHIBIT "A"**  
(the "Property")

All of that tract or parcel of land located in Louisville, Jefferson County, Kentucky more particularly described as follows:

Beginning at a point in the southwesterly right-of-way line of Lyndon Lane, as conveyed to the Commonwealth of Kentucky in Deed Book 6286 at Page 797, said point being a mag nail with washer stamped #2328 set at the northernmost corner of a tract conveyed to Nadia Realty LLC, of record in Deed Book 10177 at page 789; thence with the northwesterly line of the said Nadia Realty tract, South 54 degrees 26 minutes 11 seconds West, a distance of 172.41 feet to point, said point being a 1/2" iron pipe found in the northeasterly line of a tract conveyed to the Lyndon Baptist Church, of record in Deed Book 974 at Page 542; thence with the said line of Lyndon Baptist, North 35 degrees 18 minutes 49 seconds West, passing a 1/2" iron pipe found in the southeasterly edge of pavement of Catherine Lane, in all a distance of 160.00 feet to a point in Catherine Lane; thence North 54 degrees 26 minutes 11 seconds East, a distance of 71.21 feet to a point in the westerly line of the aforementioned Commonwealth of Kentucky tract; thence with the said Commonwealth tract for the following four (4) calls: 1) South 35 degrees 37 minutes 08 seconds East, a distance of 11.42 feet to a point in the southeasterly line of Catherine Lane; 2) with the said southeasterly line of Catherine Lane, North 59 degrees 01 minutes 40 seconds East, a distance of 78.47 feet to a point; said point being an iron pin with cap stamped #2328 set at the point of curvature of a right-of-way radius fillet; 3) with the fillet, along a curve to the right, of radius 25.00 feet, the chord of which bears South 78 degrees 05 minutes 26 seconds East, a chord distance of 34.02 feet to a point, said point being an iron pin with cap stamped #2328 set in the aforementioned southwesterly right-of-way line of Lyndon Lane; and 4) with the said line of Lyndon Lane, South 35 degrees 12 minutes 32 seconds East, a distance of 117.23 feet to the point of beginning, containing 25,925.061 square feet, or 0.595 acres.

The foregoing being the same real property conveyed to Kingston Farms, LLC by virtue of a Deed dated April 27, 2015 and recorded in Book 10450, Page 466, Office of the Clerk of Jefferson County, Kentucky.

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**EXHIBIT "B"**  
(the "Permitted Exceptions")

Easement granted Louisville Gas and Electric Company, of record in Deed Book 2734, Page 329, in the Office of the Clerk of Jefferson County, Kentucky.

Easement granted Louisville Gas and Electric Company, of record in Deed Book 5181, Page 214, in the Office aforesaid.

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