

Docket No. 21-DDP-0058

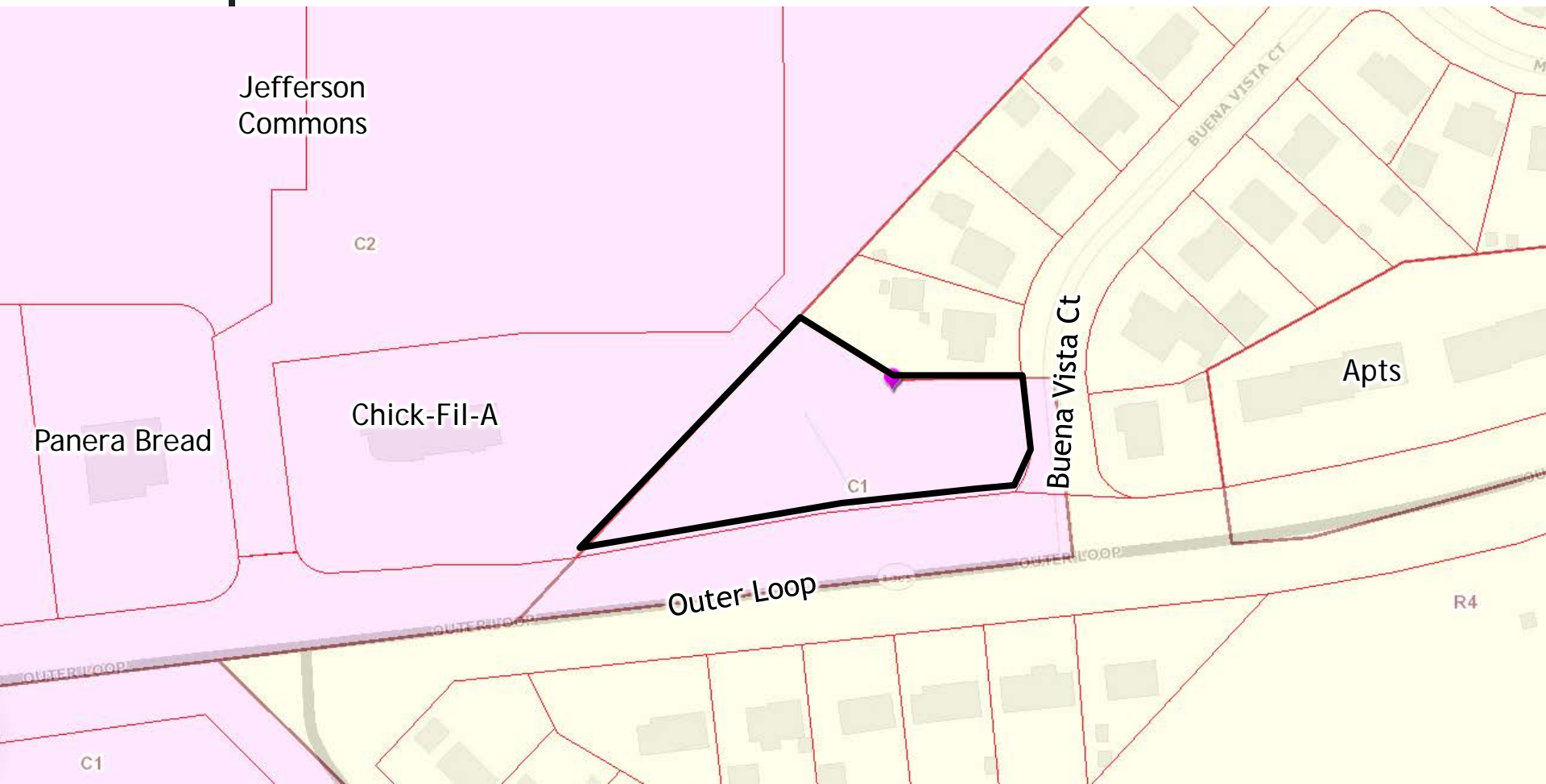
Revised Detailed District

Development Plan to allow a Dairy Queen restaurant with design and parking waivers on property located at 5103 Outer Loop



Attorneys: Bardenwerper Talbott & Roberts, PLLC

Land Planner: Blomquist Design Group





Site before clearing and grading



Jefferson Commons

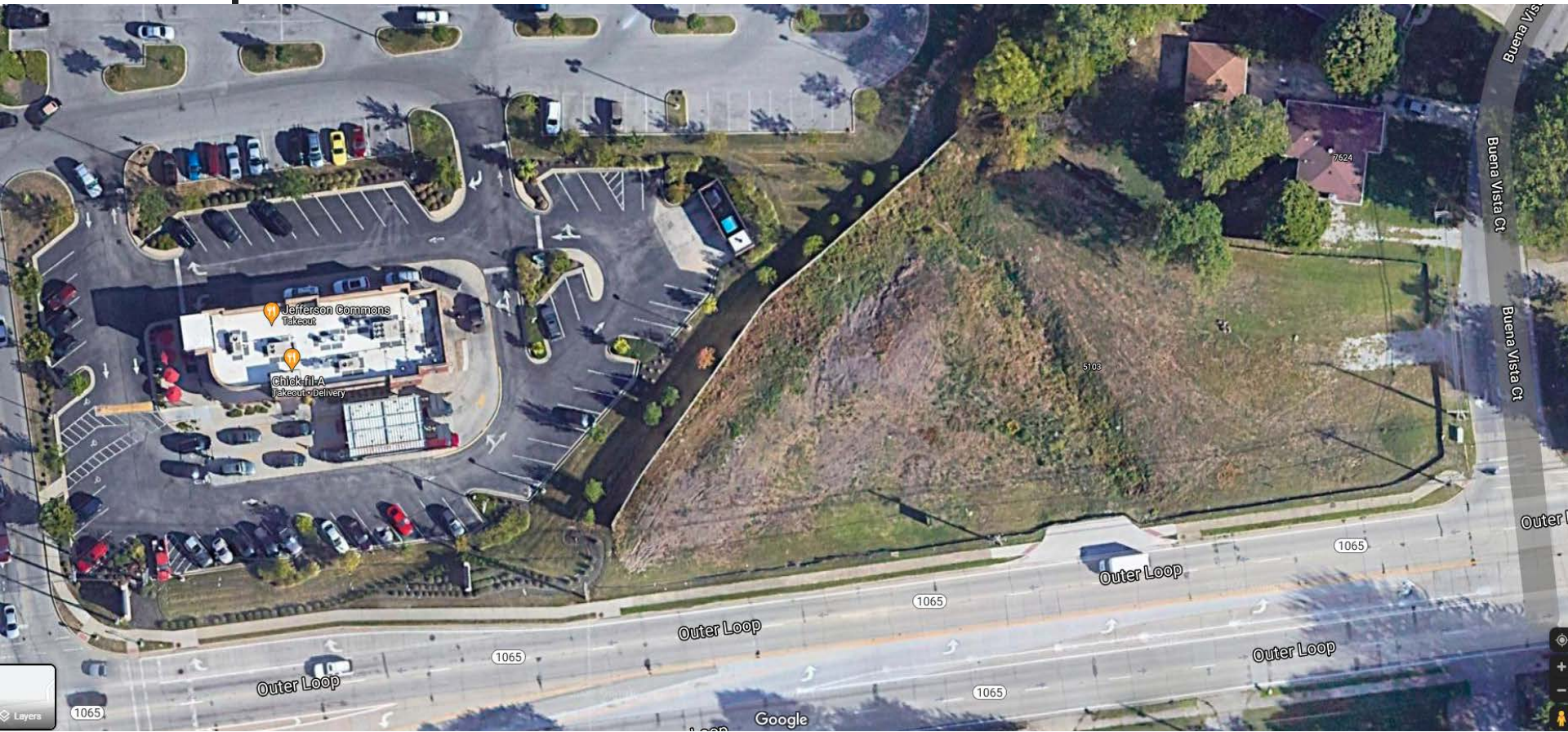
Chick-Fil-A

SITE

Outer Loop

Buena Vista Ct

Site before clearing and grading



Current aerial of site, after clearing and grading.
Chick-fil-a's 2-lane drive-thru and canopy.

March 2019

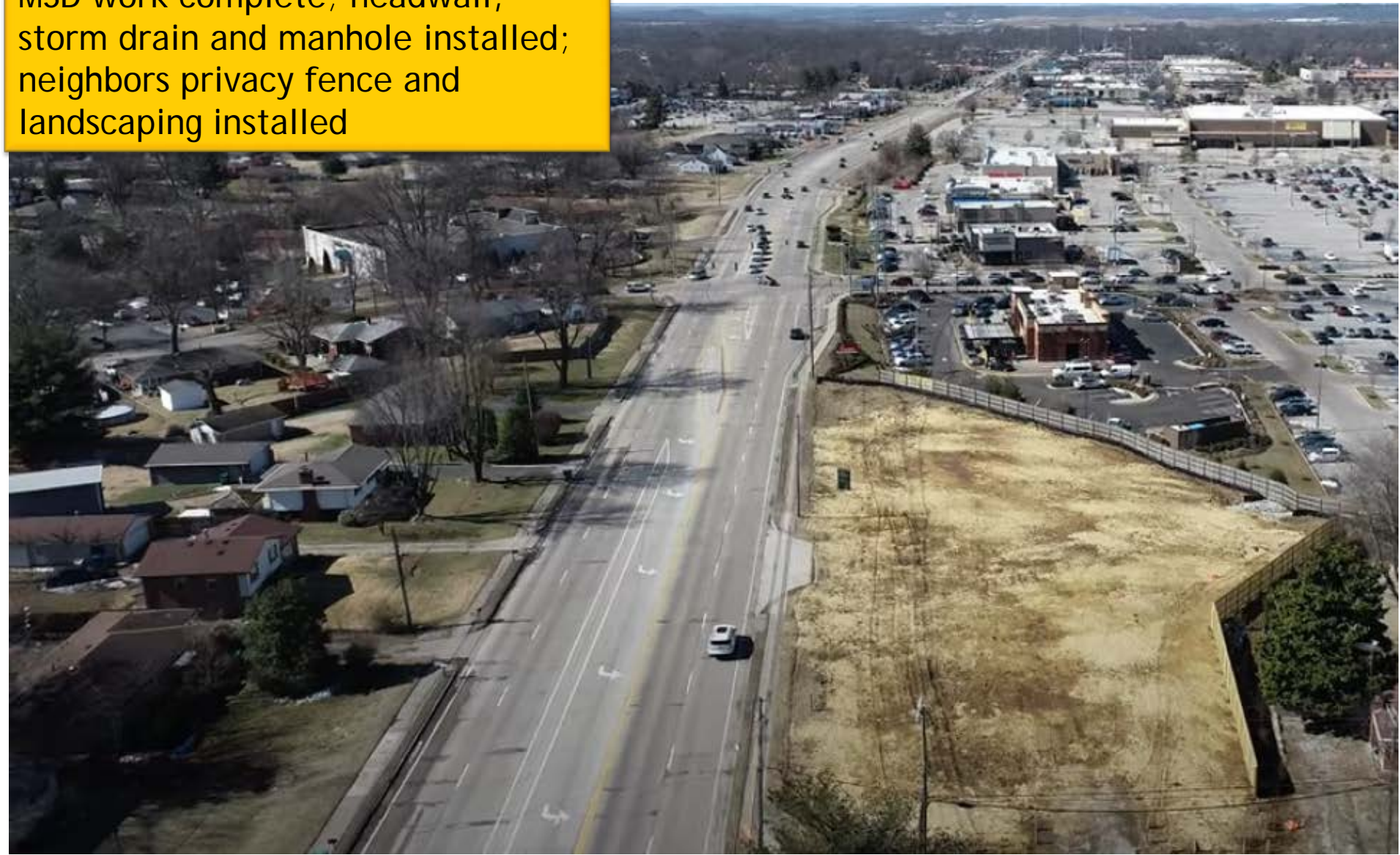
Clearing and grading begins

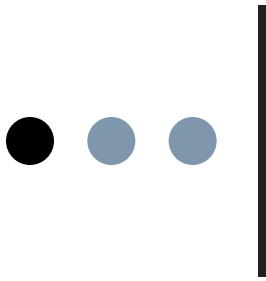


February 2021
MSD work on site



February 2021
MSD work complete; headwall,
storm drain and manhole installed;
neighbors privacy fence and
landscaping installed





Project Description	Plan Approval	Construction Started	Substantial Completion
Right of Way Concrete Median/Entrance (State)	8/28/2018	10/30/2018	11/16/2018
Clearing/Grading Approval (MSD)	1/22/2019	2/20/2019	2/27/2019
Thru Drainage/Fill Site (MSD)	7/23/2020	1/4/2021	1/20/2021



13. The style and design of the 8' screening wall shall be as shown at the 1/18/17 Planning Commission public hearing or as agreed to by the adjacent property owner to the north prior to landscape plan approval. Required trees shall be planted on the residential side of the screen wall.

AGREEMENT BETWEEN LOT OWNERS

THIS AGREEMENT BETWEEN LOT OWNERS is entered into this 18 day of August 2020 (the "Effective Date"), by and between DFWM OUTERLOOP LLC ("Developer") and JANE SUMMER STAMBAUGH ("Homeowner").

WHEREAS, Developer is the owner in fee of that certain parcel of land located in Metro Louisville, Jefferson County, Kentucky, at the northwest intersection of Outer Loop and Buena Vista Court and known as 5103 Outer Loop (the "Commercial Lot");

WHEREAS, Homeowner is the owner in fee of that certain parcel of land located in Metro Louisville, Jefferson County, Kentucky adjacent to the Commercial Lot and known as 7624 Buena Vista Court (the "Residential Lot"); and

WHEREAS, the parties now desire to resolve various potential disputes regarding their said respective lots and the Developer is willing to take certain action requested by the Homeowner to remediate and/or mitigate the effects of the Commercial Lot on the Residential Lot.

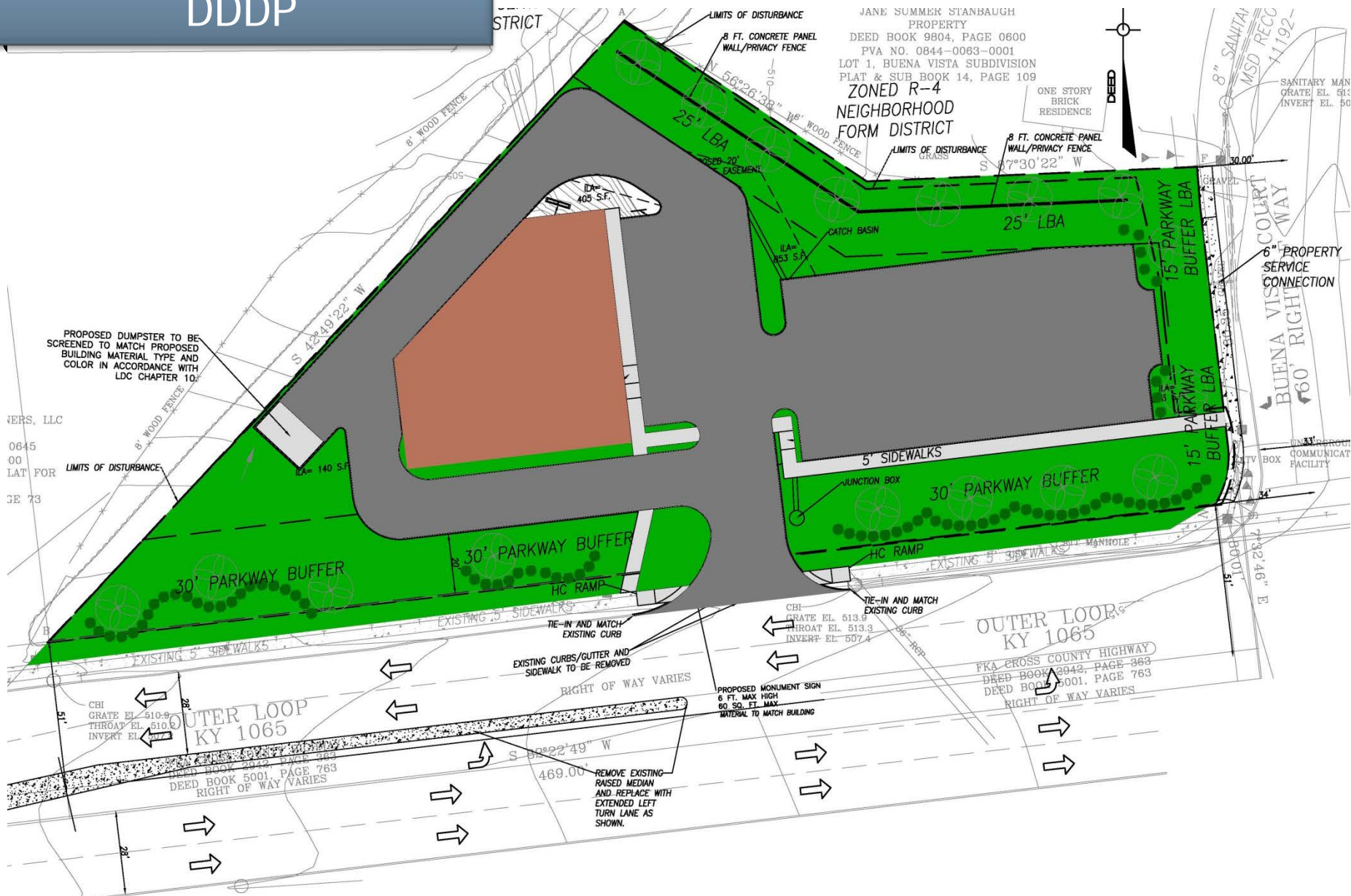
NOW THEREFORE, in consideration of the foregoing, the mutual promises, covenants, and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Drainage.** To improve drainage in the vicinity of their respective lots, Developer agrees to install an underground landscape drain that is fifteen (15) inches wide in diameter with three (3) yard drains in the space between the property line and the fence to move the water to the ditch at the back of the lots (the "Drainage Improvements"), all as shown on Exhibit A attached hereto and made a part hereof by reference. In preparation for the Drainage Improvements, Developer would clear all debris on the Commercial Lot and the Residential Lot, including limbs, shrubs, tires, and other materials in the ditch.
2. **Tree Removal.** To accommodate the Homeowner, the Developer agrees to remove the large ash tree at the property line as requested by Homeowner (the "Tree Removal"), as shown on Exhibit A.
3. **Fence.** To accommodate the Homeowner, the Developer agrees to install a shadowbox fence off the property line between the Commercial Lot and the Residential Lot, as shown on Exhibit B attached hereto and made a part hereof by reference (the "Fence"). Homeowner shall be entitled to select the stain color for that side of the Fence that would face the Residential Lot before the aforesaid Drainage Improvements and Tree Removal are completed. The red line as shown on landscaping plan attached as Exhibit C as where the Fence will be erected will shown as such on Developer's development plan.
4. **Landscaping.** To accommodate the Homeowner, Developer agrees to landscape the area on the Commercial Lot side of the fence using, among other greenery, plants such as or similar to arborvitae at the bend of the property line, and crape myrtle, dogwood, and redbud from there to the street, all as shown on Exhibit C attached hereto and made a part hereof by reference. The trees shown on Exhibit C to be planted by the Developer are hereinafter referred to as the "Developer Trees." To better avoid Developer Trees from expanding into and damaging the Fence or Homeowner's existing fence (the blue line on Exhibit C) the areas circled where they are closest will be planted with smaller bushes as shown on Exhibit C. Developer also agrees to maintain the grounds on the Commercial Lot at reasonable intervals, weather permitting. In addition, Developer agrees to pay to Homeowner the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)** for plants, landscaping and improvements on Homeowner's side of the fence. No lights on the improvements to the Commercial Lot will be pointed towards the home on the Residential Lot.
5. **Maintenance.** Developer and any subsequent owner(s) of the Commercial Lot, or any portions thereof, shall be obligated to maintain the Drainage Improvements. Developer and any subsequent owner(s) of the Commercial Lot, or any portions thereof, shall also be obligated to repair the Fence to the extent it is damaged as a result of construction activities on the Commercial Lot, through the negligence or willful acts of the Developer or future owners of the Commercial Lot, or by storms as a direct result of the impact of improvements on the Commercial Lot. In addition, Developer and any subsequent owner(s) of the Commercial Lot, or any portions thereof, shall be responsible for replacing any dead Developer Trees within the next appropriate planting season, with replacement trees to be



Fence installed per BE 13 and Agreement between lot owners

1/18/17 Approved DDDP



JANE SUMMER STANBAUGH
PROPERTY
DEED BOOK 9804, PAGE 0600
PVA NO. 0844-0063-0001
LOT 1, BUENA VISTA SUBDIVISION
PLAT & SUB BOOK 14, PAGE 109
**ZONED R-4
NEIGHBORHOOD
FORM DISTRICT**

ONE STORY
BRICK
RESIDENCE



SANITARY MAN
GRATE EL: 51.1
INVERT EL: 50.1

**OUTER LOOP
KY 1065**
FKA CROSS COUNTY HIGHWAY
DEED BOOK 2042, PAGE 363
DEED BOOK 5001, PAGE 763
RIGHT OF WAY VARIES

VERS, LLC
0645
00
LAT FOR
SE 73

STRICT

8" SANITARY
MSD RECC
11192-
6" PROPERTY
SERVICE
CONNECTION
COMMUNICAT
FACILITY

LIMITS OF DISTURBANCE
8 FT. CONCRETE PANEL
WALL/PRIVACY FENCE
N 56°26'33" W 6' WOOD FENCE
S 42°49'22" W 8' WOOD FENCE

LIMITS OF DISTURBANCE
8 FT. CONCRETE PANEL
WALL/PRIVACY FENCE
S 67°30'22" W 30.00'
GRAVEL

PROPOSED DUMPSTER TO BE
SCREENED TO MATCH PROPOSED
BUILDING MATERIAL TYPE AND
COLOR IN ACCORDANCE WITH
LDC CHAPTER 10.

LIMITS OF DISTURBANCE
LA= 140 S.F.

30' PARKWAY BUFFER

30' PARKWAY BUFFER

5' SIDEWALKS

30' PARKWAY BUFFER

15' PARKWAY BUFFER LBA

15' PARKWAY BUFFER LBA

HC RAMP

TIE-IN AND MATCH
EXISTING CURB

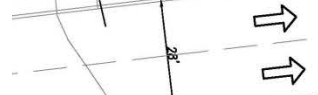
EXISTING CURBS/GUTTER AND
SIDEWALK TO BE REMOVED

PROPOSED MONUMENT SIGN
6 FT. MAX HIGH
60 SQ. FT. MAX
MATERIAL TO MATCH BUILDING

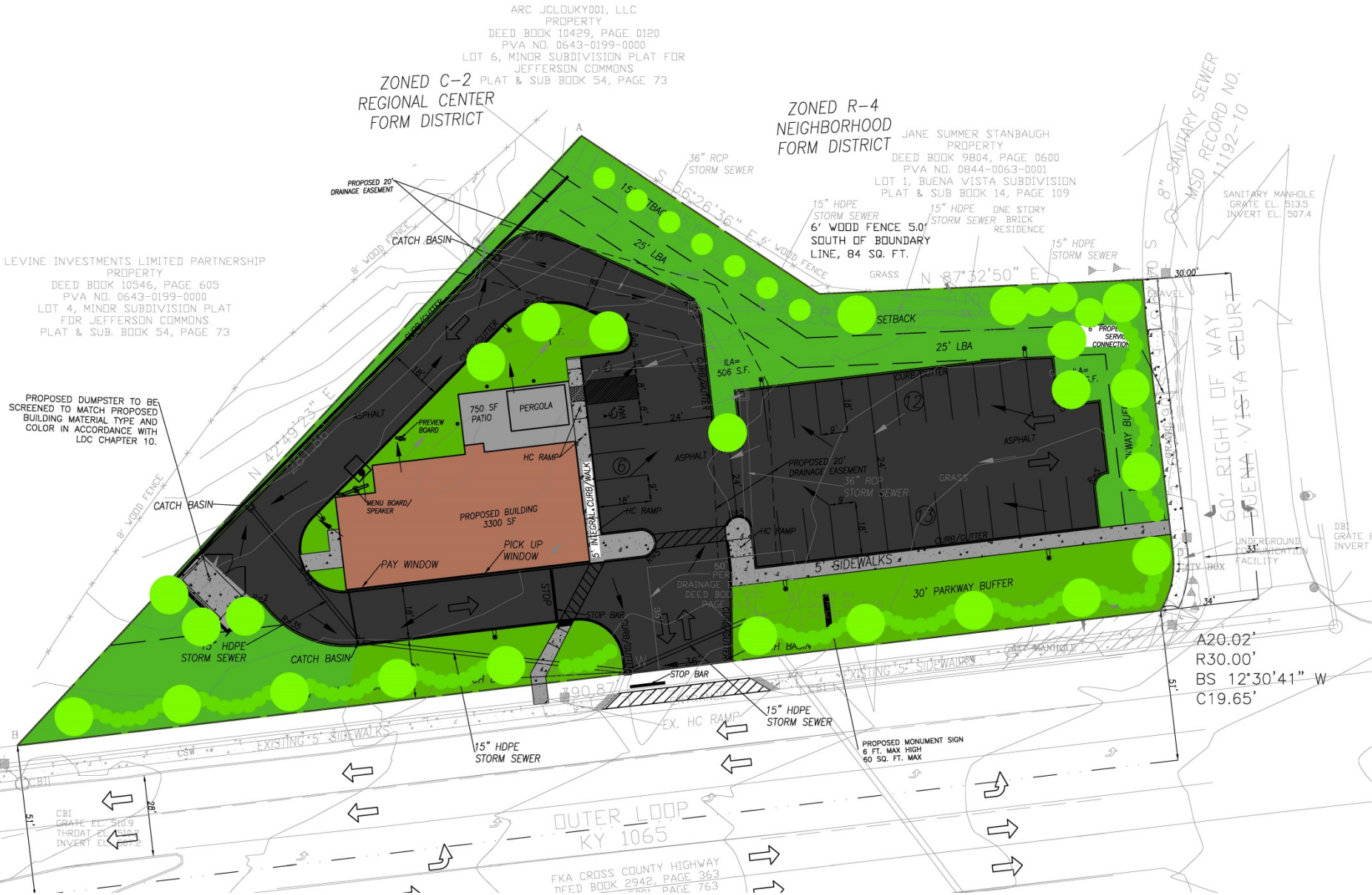
REMOVE EXISTING
RAISED MEDIAN
AND REPLACE WITH
EXTENDED LEFT
TURN LANE AS
SHOWN.

OUTER LOOP
KY 1065
DEED BOOK 5001, PAGE 763
RIGHT OF WAY VARIES
S 80°22'49" W
469.00'

CBI
GRATE EL: 510.9
THROAT EL: 510.6
INVERT EL: 507.4



Proposed RDDDP



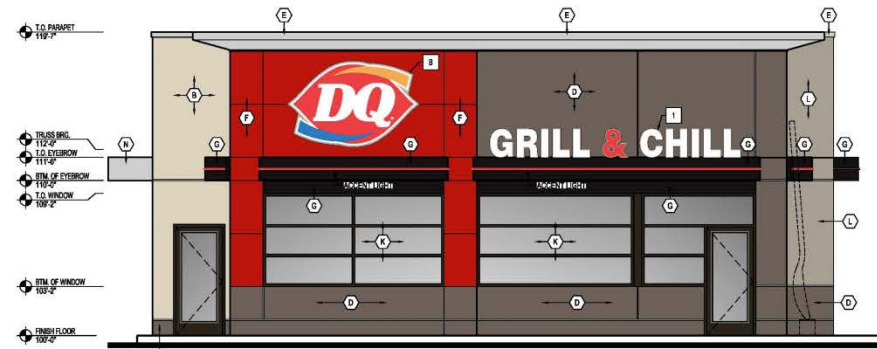
A20.02'
R30.00'
BS 12'30'41" W
C19.65'

OUTER LOOP
KY 1065

FKA CROSS COUNTY HIGHWAY
DEED BOOK 2942, PAGE 363
PLAT & SUB. BOOK 763

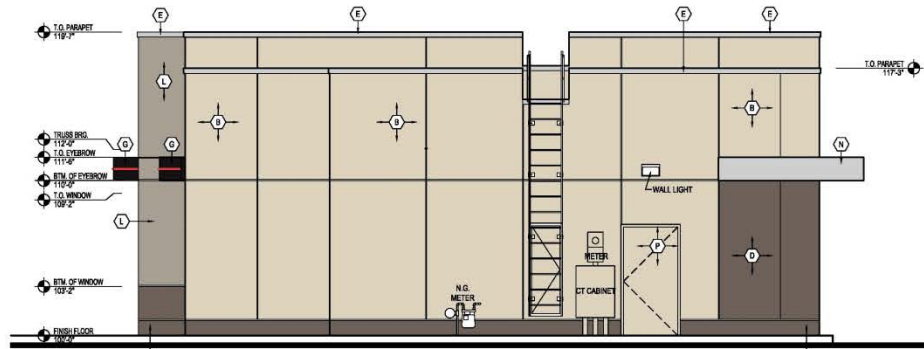
Proposed RDDDP





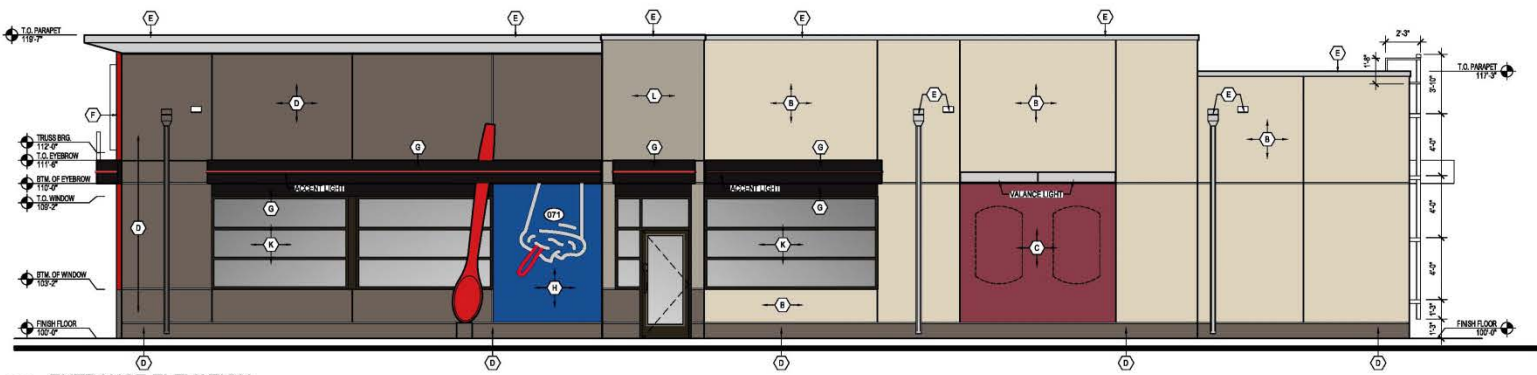
1 FRONT ELEVATION

A3.1 SCALE: 1/4" = 1'-0"



2 REAR ELEVATION

A3.1 SCALE: 1/4" = 1'-0"



3 ENTRANCE ELEVATION

A3.1 SCALE: 1/4" = 1'-0"



4 DRIVE-THRU ELEVATION

A3.1 SCALE: 1/4" = 1'-0"