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July 20, 2018

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OF COUNSEL
KENNETH L. GIBSON, JR.

VIA EMAIL (clifford.ashburner@dinsmore.com)

Clifford H. Ashburner
Dinsmore & Shohl
101 S. Fifth Street, Suite 2500
Louisville, Kentucky 40202

Re: Letter Agreement for Richard G. McCord, 9101 Nottingham Parkway (for himself and adjoining properties at 9103 and 9105 Nottingham Parkway) Regarding the Enhanced Landscaping Plan for 9200 Leesgate Road, Louisville, KY 40222 (the "Subject Property") [Primary Parcel ID: 1877005A0000] in Case Number: 18CUP1054 (Modification to Previous Case Number: 17CUP1045)

Dear Mr. Ashburner:

This office represents Richard G. McCord of Louisville, Kentucky ("Mr. McCord"), with respect to the above-referenced matter. It is my understanding that Leesgate Holdings, LLC, as the owner of the Subject Property, together with Eye Centers of Louisville, P.S.C., doing business as "Bennett & Bloom Eye Centers," as the tenant at such location, are the Permit Applicants in the above-referenced Case (individually and collectively, the "Applicants") and that you represent the Applicants.

It is also my understanding that Mr. Herbert Pierce, Executive Director of Bennet & Bloom Eye Centers and Mr. McCord have agreed upon an acceptable Enhanced Landscaping Plan, and as a result I have been asked by my client to prepare a letter agreement (the "Letter Agreement") which will bind the Applicants with respect to (i) the Enhanced Landscaping Plan detailed in this Letter Agreement; and (ii) the details shown in the Slide Presentation, made a part hereof by reference, and marked as Exhibit A (collectively, the "Enhanced Landscaping Plan"). Subject to the execution of this Letter Agreement by the Applicants and further subject to the Enhanced Landscaping Plan being adopted as a Binding Element or otherwise incorporated into any permits issued, my client will sign-off on, and consent to the Applicants' Permit Application. This letter when signed by the parties will serve as a binding agreement between them that the Applicants, and future owners of the Subject Property, will comply in all respects with the Enhanced Landscaping Plan, and that the maintenance of the Enhanced Landscaping Plan will be a covenant running with the land.

In addition to consenting to the Applicants' Permit Application, and in return for the acceptance of this Letter Agreement by the Applicants, Mr. McCord is also willing to accept the more controversial and intrusive elements of your development plan which will (i) provide for the removal of the one remaining "old growth" tree; (ii) add (2) additional parking spaces; and (iii) allow parking behind the residence at 9101 Nottingham Parkway.

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18 CUP 1054

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I believe that Mr. McCord has discussed in detail the elements of the Enhanced Landscaping Plan with Mr. Pierce. While the original landscape agreement provided for a dual row of Green Giant Arborvitae to be planted along a buffer 12 feet deep, it is now agreed that the Applicants will plant a single row of Radicans (hardest of Cryptomerias) which will better fit the narrow buffer which is only 12 feet deep. The Cryptomeria Radicans were found to grow up to approximately 4 feet per year, while the Green Giants Arborvitae grow at a rate of up to approximately 3 feet per year. As an example, the Radicans were successfully used as a landscape buffer at Corbett's Restaurant (historic Von Allmen mansion) at 5050 Norton Healthcare Boulevard in Louisville (as shown on Exhibit A).

The Enhanced Landscape Plan provides as follows:

- A single row of 8 feet tall by 3 feet wide Cryptomeria Radicans planted every 6 feet apart, and 6 feet (or more) from property line (approximately center of buffer area).
- An irrigation system included as part of the Enhanced Landscape Plan to better ensure establishment of plantings, accelerate growth rate to "total view blockage," and better ensure long-term survival during an occasional season of extreme drought.
- A slightly raised berm of 8 to 10 inches will ensure proper drainage to avoid root rot. As well, no topping of the trees will be permitted, so plants can reach their natural 30 to 40 feet pyramidal appearance and height that will block the tall office building (as shown on Exhibit A).

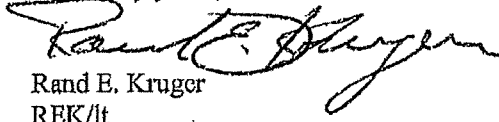
Permanent plants can achieve a maximum width of 12 feet by trimming out every other tree with their eventual removal (this transition from 3 feet to 12 feet is shown on Exhibit A). As you can see from the details provided in the Exhibit A, the Cryptomeria Radicans strategy should achieve total view blockage within three to five years, and the long-term survival of the evergreen wall.

If the terms of this Letter Agreement and the Enhanced Landscape Plan are acceptable to the Applicants, please have them sign the Consent and Agreement of the Parties on page 3 of this Letter Agreement and Mr. McCord will also sign.

If you have any questions or comments concerning any of the foregoing, please do not hesitate to contact me.

Thanking you, I am

Very truly yours,


Rand E. Kruger
REK/lt

Enclosures

Cc: Herbie Pierce
Stephen T. Porter

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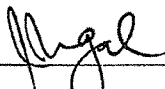
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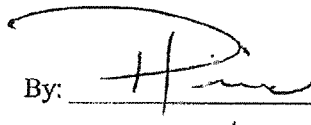
CONSENT AND AGREEMENT OF THE PARTIES

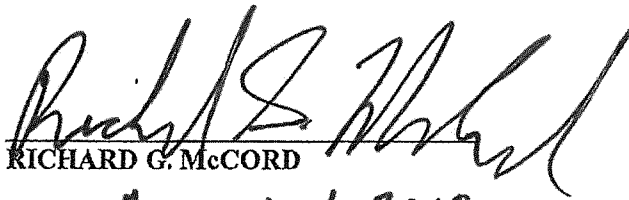
Leesgate Holdings, LLC (as owner of the Subject Property), and Eye Centers of Louisville, P.S.C., doing business as "Bennett & Bloom Eye Centers" (as Tenant leasing the Subject Property), being both of the Applicants in Case Number: 18CUP1054 (Modification to Previous Case Number: 17CUP1045), do hereby consent and agree to the terms and conditions set forth in the foregoing Letter Agreement. The parties further agree to fully cooperate with one another with respect to fulfilling the terms and conditions contained in this Letter Agreement and in the pursuit of the permit applied for, including, without limitation, executing other instruments necessary to obtain such permit or to otherwise effectuate the terms and conditions hereof.

LEESGATE HOLDINGS, LLC
a Kentucky limited liability company

EYE CENTERS OF LOUISVILLE, P.S.C.,
d/b/a "Bennett & Bloom Eye Centers,
a Kentucky professional Service corporation

By: 
Printed Name: INDER SINGAL
Title: MANAGER/OWNER
Date: JULY 31, 2018

By: 
Printed Name: HERBERT PIENE
Title: EXECUTIVE DIRECTOR
Date: JULY 31, 2018


RICHARD G. McCORD
Date: August 1, 2018

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