



Parking Study
In support of a Joint Use Parking Agreements.

RABBIT HOLE DISTILLING
711 EAST JEFFERSON STREET
LOUISVILLE, KY

April 14, 2016

[smart design]SM
Luckett & Farley

737 SOUTH THIRD STREET
LOUISVILLE, KENTUCKY 40202
Telephone Number: (502) 585-4181
Fax Number: (502) 587-0488

Contact Person:
Ashley Brock, PE
abrock@luckett-farley.com

A/E Commission No. 2015.234



OBJECTIVE

This parking study has been prepared to satisfy the requirement 9.1.6.A. of the Land Development Code (LDC) under “Joint Use Parking Agreements”. This parking study is prepared in accordance with Section 9.1.17 “Parking Studies”, Section 1 “Joint Use Parking”.

PROJECT DESCRIPTION

Rabbit Hole Sprits, LLC proposes the adaptive reuse of and additional new construction to an existing building for manufacturing, warehouse, office, retail, and event space uses in approximately 29,972 gross square feet of space.

The subject property is surrounded by the St. Jude Missionary Baptist Church and other commercial uses to the West, Nanny Goat Strut Alley to the North, and commercial properties to the East. The property fronts E. Jefferson Street to the south between S. Shelby Street and S. Clay Street. The property is located in a Traditional Neighborhood Form District. A rezone of the property from a C-2 Commercial to EZ-1 Special Purpose has been previously requested.

PARKING CALCULATIONS

Use	Floor Area	Min Metric	Minimum Spaces Required
Manufacturing	15 employees	1 space/1.5 employees	10
Retail	1,899 SF	1 space/500 SF	4
Office	1,696 SF	1 space/500 SF	3
Reception Hall	4,817 SF	1 space/100 SF	48
TOTAL			65

Reductions

- 1. Transit Route 10% reduction
- 2. Green Development 20% reduction
- Total Reduction 30% reduction of 19 spaces

Minimum Required Parking 65-19 = **46 spaces**

Spaces Provided:

On-Site parking	8
Street Parking (Jefferson St)	4
Street Parking (Market St)	1
<u>Existing Agreement with 727 E. Jefferson St.</u>	<u>3</u>
TOTAL	16



Proposed Joint Use Agreements

Rabbit Hole Distilling proposes combination of additional Joint Use Parking Agreements to satisfy the minimum parking requirement.

Joint Use Parking Agreements

- 1. 727 E. Jefferson Street – 9 additional spaces*
 - 2. 225 S. Clay Street —13 spaces*
 - 3. 223 S. Clay Street – 8 spaces*
- TOTAL proposed 30 spaces

*Specified for 5pm and later.

Alternate available agreements:

223 S. Clay Street – 5 spaces

725 E. Market Street – 8 spaces

Proposed Provided Parking

On-Site parking	8
Street Parking (Jefferson St)	4
Street Parking (Market St)	1
Existing Agreement with 727 E. Jefferson St.	3
Proposed 727 E. Jefferson St.	9
Proposed 225 S. Clay Street	13
<u>Proposed 223 S. Clay Street</u>	<u>8</u>
TOTAL	46



DATA COLLECTION METHODOLOGY

Per section 9.1.1.2, “An analysis of the peak parking demand for ... “The results of at least 3 separate site surveys, conducted on different days, which depict the usage of the existing parking spaces hourly during the peak hour of usage and hourly four hours before and after that time. Site surveys are not needed for any portion of the period four hours before and after the peak hour in which the use is not in operation. One of the days surveyed should be the peak day or busiest day of operation, if one can be determined for the specific uses.”

PARKING SURVEY DATA

Three separate surveys were conducted for the subject properties at the following times:

1. Saturday, March 5, 2016 3pm-11pm
2. Monday, March 7, 2016 3pm-11pm
3. Friday, March 11, 2016 3pm-11pm

Figures represent number of open/available parking spaces, unless otherwise noted. 711 East Jefferson Street counts are for the number of cars as the existing condition does not have identified, striped spaces.

Counts for Market Street include the 5 “no parking” spaces front Garage Bar that are consistently used.

	Saturday March 5, 2016								
	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
South side of Market Street	11	9	5	4	2	1	4	3	2
The Green Building Public Lot	31	34	32	31	11	9	15	16	19
727 East Jefferson Street	12	12	10	10	12	12	10	10	11
711 East Jefferson Street	1 car	1 car	1 car	1 car	open	open	open	open	open
223 South Clay Street	11	11	12	10	11	10	11	10	11
225 South Clay Street	11	13	12	13	13	12	13	13	13
North side of Jefferson Street	10	10	10	10	10	10	10	10	10
South side of Jefferson Street	12	13	16	15	14	14	15	15	15
West Side of Clay Street	8	7	5	3	1	1	1	2	4
East side of Clay Street	3	2	1	4	0	0	1	2	7



Parking Study & Justification Statement
 Rabbit Hole Distilling
 Louisville, Kentucky

	Monday March 7, 2016								
	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
South side of Market Street	12	14	16	7	10	9	15	15	17
The Green Building Public Lot	20	19	31	38	40	41	42	42	42
727 East Jefferson Street	11	10	11	11	12	12	12	12	12
711 East Jefferson Street	6 cars	6 cars	1 car	2 car	open	open	open	open	open
223 South Clay Street	3	5	6	10	12	12	12	12	13
225 South Clay Street	3	10	4	12	9	9	13	13	13
North side of Jefferson Street	8	8	8	10	10	10	10	10	10
South side of Jefferson Street	17	17	17	18	19	19	19	19	19
West Side of Clay Street	7	6	4	7	8	1	10	9	10
East side of Clay Street	5	3	3	5	4	5	5	4	4
725 East Market Street	33	39	36	40	39	40	43	43	43



	Friday March 11, 2016								
	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
South side of Market Street	10	14	9	0	0	0	1	0	6
The Green Building Public Lot	10	10	13	27	23	32	31	31	28
727 East Jefferson Street	8	9	9	9	8	11	12	12	12
711 East Jefferson Street	6car	8car	2car	2car	3car	open	1car	open	open
223 South Clay Street	5	5	5	9	9	8	7	9	9
225 South Clay Street	3	4	9	11	13	13	13	13	13
North side of Jefferson Street	8	10	10	10	10	10	10	10	10
South side of Jefferson Street	16	17	18	18	18	18	19	18	18
West Side of Clay Street	6	4	3	5	3	5	6	8	6
East side of Clay Street	4	3	1	0	0	2	1	1	4
725 East Market Street	29	31	30	17	18	26	23	27	37

Based upon the parking counts above, the peak hours and day is 6pm-8pm Saturday.

Available Parking @ peak hour – Private Adjacent

1. 727 E Jefferson Street 12 Spaces
2. 223 S Clay Street 10 Spaces
3. 225 S Clay Street 13 Spaces
4. 725 E Market Street 17 Spaces*

Available Parking @ peak hour – Public & Street

1. Public Parking @ The Green Building 9 Spaces
2. Northside E Jefferson St 10 Spaces
3. Southside E Jefferson St 14 Spaces

*Number of spaces indicated were counted Friday 6pm-8pm



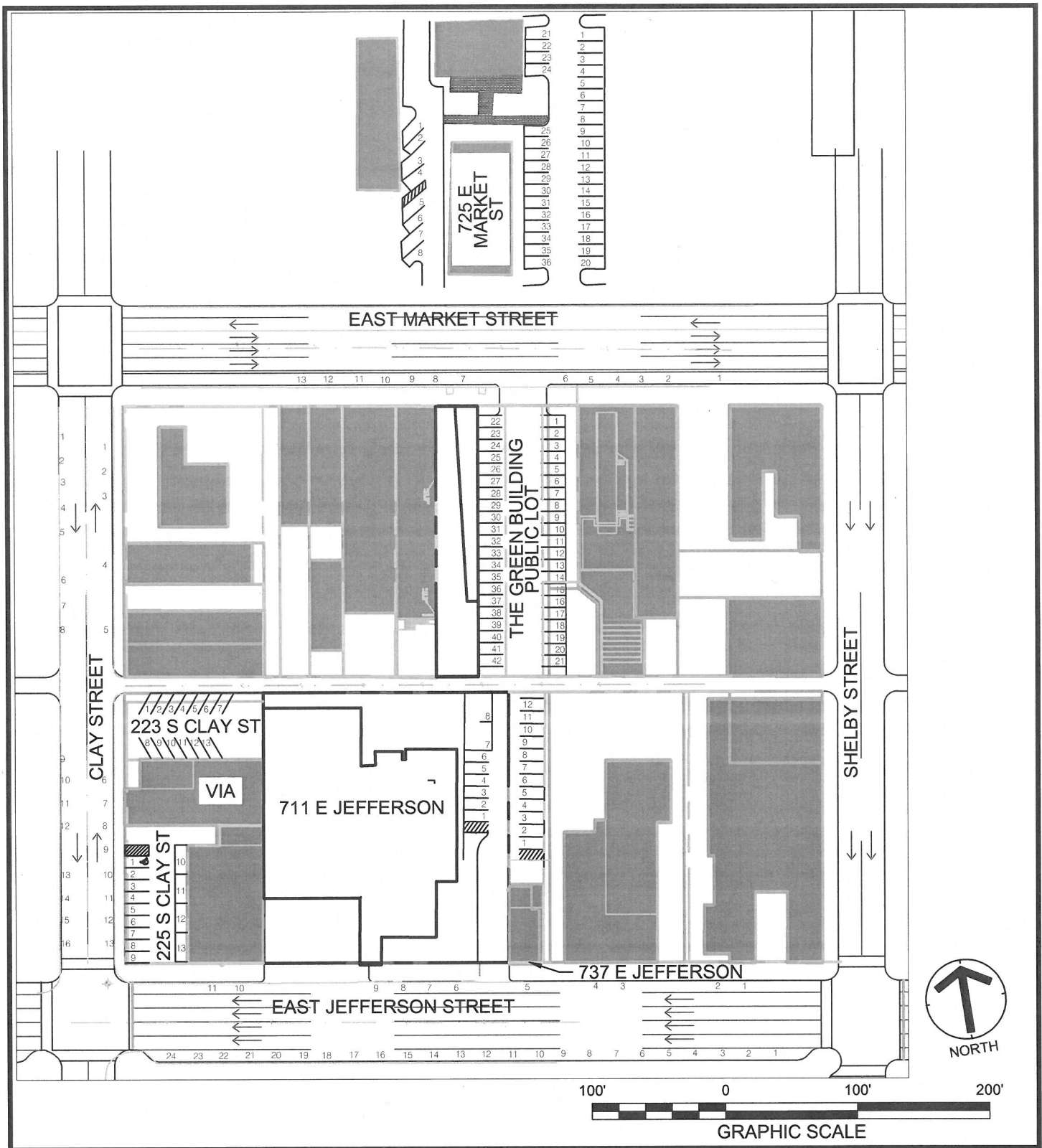
JUSTIFICATION

This parking waiver has been produced for the worst case scenario of all uses happening in the same hours of operation (46 spaces total) However the following should be taken into consideration:

- The consistent, daily use of the proposed project consists of the manufacturing, office, and retail uses. These uses will be, primarily, in daytime hours, and contribute to 12 spaces (with 30% reduction applied). The project, as is, accommodates 16 spaces (as detailed on page 2), which complies with these consistent daily uses.
- The project also proposes a 4,817 sf Event Space (Reception Hall), to be rented out for events. The reduced parking load for this space is 34 spaces. The majority of the events to take place in this space are anticipated to be after hours events, either weekdays after 6pm, or weekends. The proposed Joint Use Parking Agreements will have the condition of after 5pm M-F and on weekends to accommodate the required minimum parking for the event space.

SUMMARY

Through on-site parking, existing & proposed joint use parking agreements, and directly adjacent street parking, the project accommodates the proposed uses with 46 total available parking spaces satisfying the minimum parking requirement.



PROJECT: RABBIT HOLE
PARKING EXHIBIT

COMM. # 2015.234 DATE: 4-14-2016

DRAWN BY: amb CHK'D BY:

RABBIT HOLE
15zone1052

DWG.#

REFERENCE:

[smart design]SM
Lockett & Farley

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502-585-4181 502-587-0488 Fax www.lockett-farley.com
Master Planning | Architecture | Engineering | Interior Design
Design Build | Building Commissioning | Special Inspections

1853



**Loading Narrative
In support of loading location waiver request**

**RABBIT HOLE DISTILLING
711 EAST JEFFERSON STREET
LOUISVILLE, KY**

April 14, 2016

[smart design]SM
Luckett & Farley

**737 SOUTH THIRD STREET
LOUISVILLE, KENTUCKY 40202
Telephone Number: (502) 585-4181
Fax Number: (502) 587-0488**

**Contact Person:
Ashley Brock, PE
abrock@luckett-farley.com**

A/E Commission No. 2015.234



OBJECTIVE

This loading narrative is prepared in efforts to demonstrate the anticipated uses of the loading areas in support of the waiver request to allow the existing front loading area along E. Jefferson Street to remain in a reduced condition.

PROJECT DESCRIPTION

Rabbit Hole Sprints, LLC proposes the adaptive reuse of and additional new construction to an existing building for manufacturing, warehouse, office, retail, and event space uses in approximately 29,972 gross square feet of space.

The subject property is surrounded by the St. Jude Missionary Baptist Church and other commercial uses to the West, Nanny Goat Strut Alley to the North, and commercial properties to the East. The property fronts E. Jefferson Street to the south between S. Shelby Street and S. Clay Street. The property is located in a Traditional Neighborhood Form District. A rezone of the property from a C-2 Commercial to EZ-1 Special Purpose has been previously requested.

TRAFFIC CONDITIONS

Traffic counts were obtained from the Louisville Metro Public Works for the hours of 7am-7pm. This information is attached to this narrative. The 3 identified peak hours are 8am-9am, 12p-1p, and 4:45p-5:45p. Traffic counts for E. Jefferson Street for the hours of 5am-7am were recorded April 5, 2016. For those hours, 32 vehicles and 0 pedestrians passed in the 5p hour, 127 vehicles and 5 pedestrians for the 6p hour. The detailed counts are attached to this narrative.

This property is also along a bus route. TARC route's 17 and 40 pass every 40 minutes. The transit map and schedule for these routes are attached.



LOADING SCENARIOS

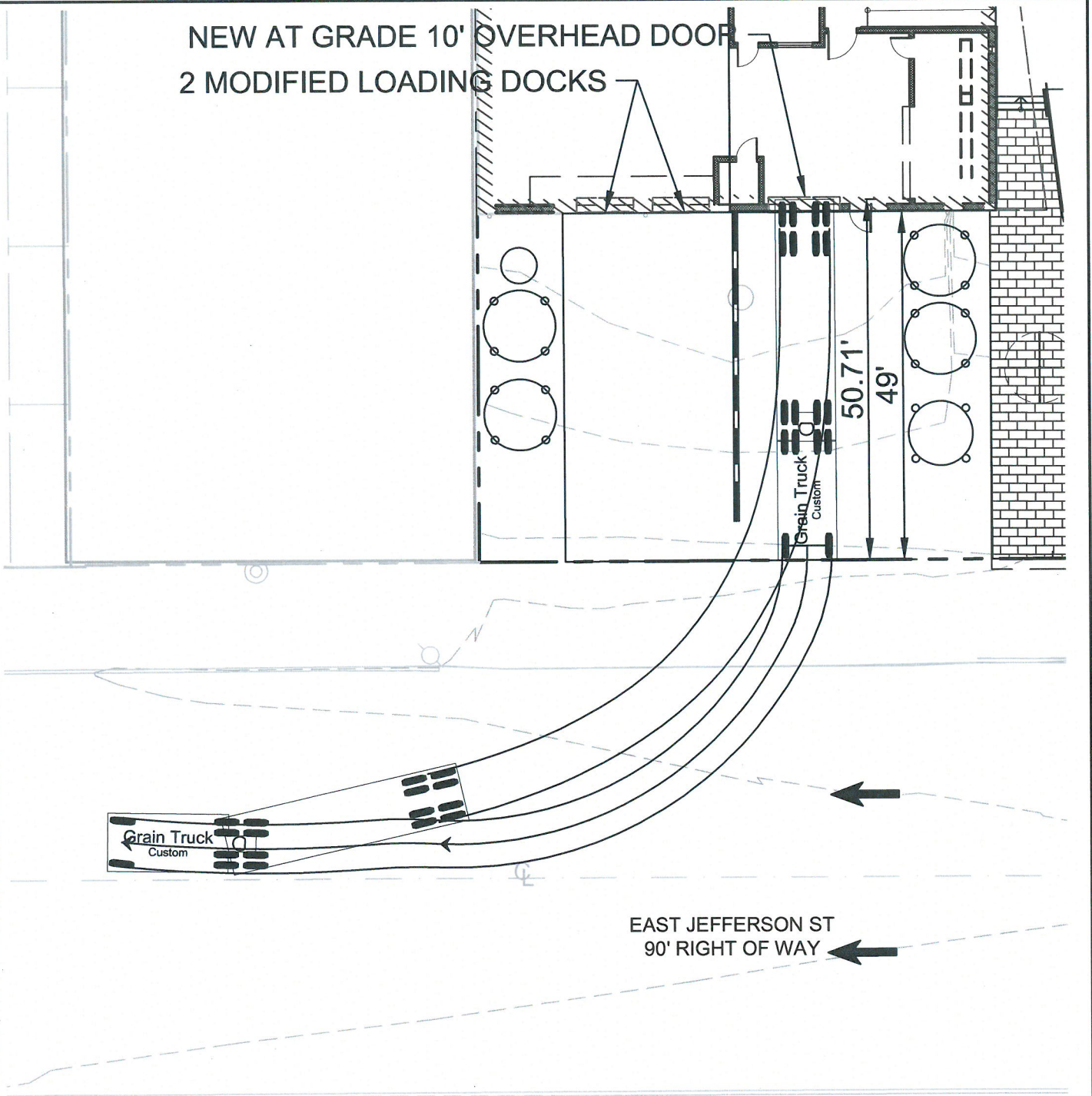
Below are detailed loading and unloading uses based upon discussions with potential transporters. Individual site plans for each scenario, along with maneuverability, are attached to this narrative.

1. Grain Deliveries
 - a. Truck pulled 34' Grain Hopper
 - b. Daily Deliveries, 90 minute delivery time, 5am-7am
 - c. Use of new at-grade 10' overhead door. Truck will back into the building, through the overhead door, such as to not encroach into the E. Jefferson St. right of way.
2. Operational Loading/Unloading
 - a. 17' Day cab pulled 28' less-than-full pup trailer (LTF)
 - b. Intermittent delivery/pickup, approximately every 2-3 days
 - c. Use of one of the remaining 2 loading docks. Day cab + pup trailer combination is less than 45' in length and fits within the 49' existing loading dock without encroaching into the public right of way, for the loading/unloading of barrels, bottles, and other regular operational uses.
3. Stillage Pickup
 - a. 17' Day cab pulled 42' stillage tanker trailer
 - b. Intermittent to daily pick up
 - c. Use of new at-grade 10' overhead door. Truck will back into the building, up to 20', through the overhead door, such as to not encroach into the E. Jefferson St. right of way.

SUMMARY

Rabbit Hole Distilling has communicated the loading area restrictions to their potential transporters and obtained specific information regarding the types of trailers and trucks for each use. The attached exhibits demonstrate the ability of the existing loading dock and proposed at-grade overhead door to accommodate these regular uses without encroaching into the public right of way and with minimal impacts to traffic along E. Jefferson St.

NEW AT GRADE 10' OVERHEAD DOOR
 2 MODIFIED LOADING DOCKS



GRAIN DELIVERIES
 TRUCK PULLED 34' GRAIN HOPPER
 DAILY DELIVERIES
 APPROX. 5AM-7AM

GRAPHIC SCALE SUPERCEDES NUMERIC SCALE



PROJECT: RABBIT HOLE
 GRAIN DELIVERY

15ZONE1052
 711 E JEFFERSON

COMM. # 2015.234 DATE: 4/14/2016

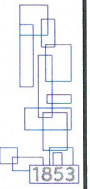
DWG.#

DRAWN BY: AMH CHK'D BY: PRG

REFERENCE:

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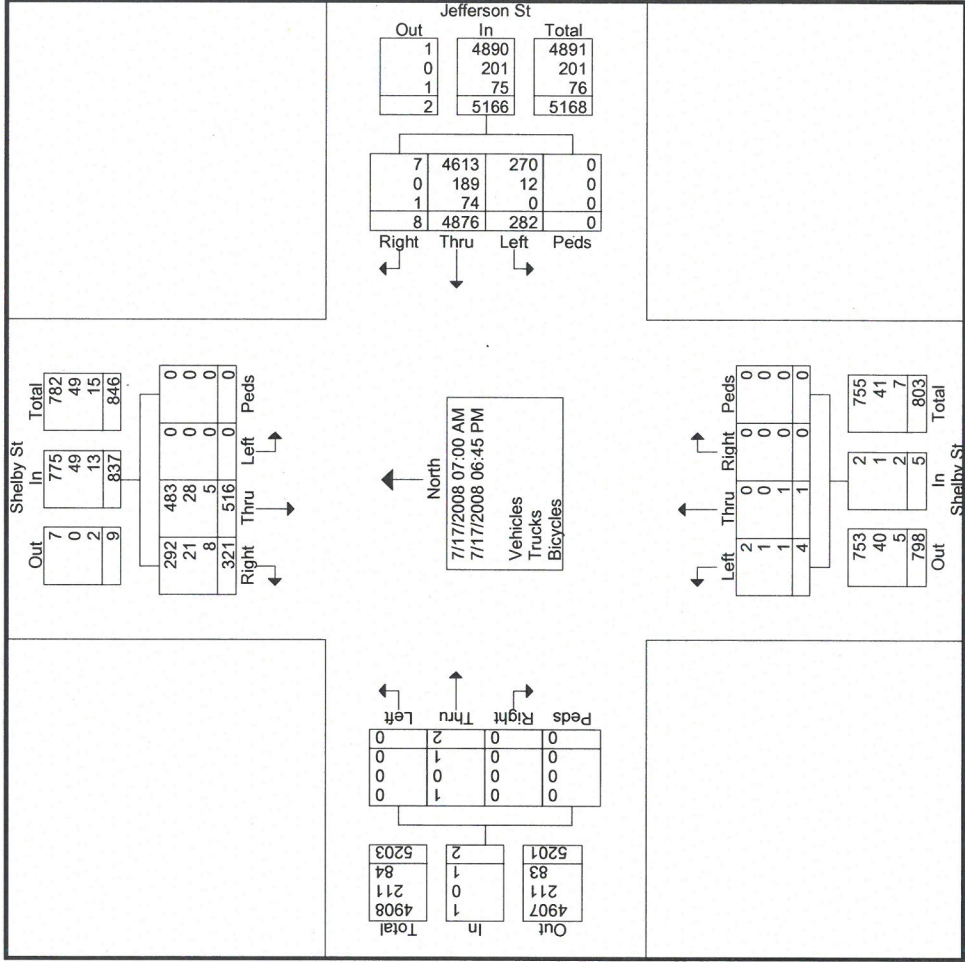
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Your Company Name Here

This is your address
Your City, State, Zip Code
Your Tagline Here

File Name : jefferson&shelby
Site Code : 00000000
Start Date : 7/17/2008
Page No : 3



Your Company Name Here

This is your address
Your City, State, Zip Code
Your Tagline Here

File Name : jefferson&shelby
Site Code : 00000000
Start Date : 7/17/2008
Page No : 4

Start Time	Shelby St From North				Jefferson St From East				Shelby St From South				From West									
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total	
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																						
Peak Hour for Entire Intersection Begins at 08:00 AM																						
08:00 AM	5	11	0	0	16	1	224	7	0	232	0	0	0	0	0	0	0	0	0	0	0	248
08:15 AM	4	4	0	0	8	0	229	5	0	234	0	0	2	0	0	0	0	0	0	0	0	244
08:30 AM	6	7	0	0	13	0	257	8	0	265	0	0	0	0	0	0	0	0	0	0	0	278
08:45 AM	6	11	0	0	17	0	237	2	0	239	0	0	0	0	0	0	0	0	0	0	0	256
Total Volume	21	33	0	0	54	1	947	22	0	970	0	0	2	0	0	0	0	0	0	0	0	1026
% App. Total	38.9	61.1	0	0	79.4	0.1	97.6	2.3	0	915	0	0	100	0	0	0	0	0	0	0	0	923
PHF	.875	.750	.000	.000	.794	.250	.921	.688	.000	.915	.000	.000	.250	.000	.250	.000	.000	.000	.000	.000	.000	.923
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																						
Peak Hour for Entire Intersection Begins at 12:00 PM																						
12:00 PM	13	12	0	0	25	0	75	9	0	84	0	0	0	0	0	0	0	0	0	0	0	109
12:15 PM	10	15	0	0	25	0	96	5	0	101	0	0	0	0	0	0	0	0	0	0	0	126
12:30 PM	9	10	0	0	19	2	84	8	0	94	0	0	0	0	0	0	1	0	0	0	1	114
12:45 PM	12	11	0	0	23	0	83	8	0	91	0	0	0	0	0	0	0	0	0	0	0	114
Total Volume	44	48	0	0	92	2	338	30	0	370	0	0	0	0	0	0	1	0	0	0	1	463
% App. Total	47.8	52.2	0	0	92.0	0.5	91.4	8.1	0	916	0	0	0	0	0	0	100	0	0	0	1	463
PHF	.846	.800	.000	.000	.920	.250	.880	.833	.000	.916	.000	.000	.000	.000	.000	.000	.250	.000	.000	.250	.000	.919
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																						
Peak Hour for Entire Intersection Begins at 04:45 PM																						
04:45 PM	6	11	0	0	17	0	128	9	0	137	0	0	0	0	0	0	0	0	0	0	0	154
05:00 PM	7	13	0	0	20	0	108	8	0	116	0	0	0	0	0	0	0	0	0	0	0	136
05:15 PM	8	17	0	0	25	0	113	9	0	122	0	0	0	0	0	0	0	0	0	0	0	147
05:30 PM	6	5	0	0	11	0	107	7	0	114	0	0	0	0	0	0	1	0	0	0	1	126
Total Volume	27	46	0	0	73	0	456	33	0	489	0	0	0	0	0	0	1	0	0	0	1	563
% App. Total	37	63	0	0	73.0	0	93.3	6.7	0	892	0	0	0	0	0	0	100	0	0	0	1	563
PHF	.844	.676	.000	.000	.730	.000	.891	.917	.000	.892	.000	.000	.000	.000	.000	.000	.250	.000	.000	.250	.000	.914

Rabbit Hole
2015.234

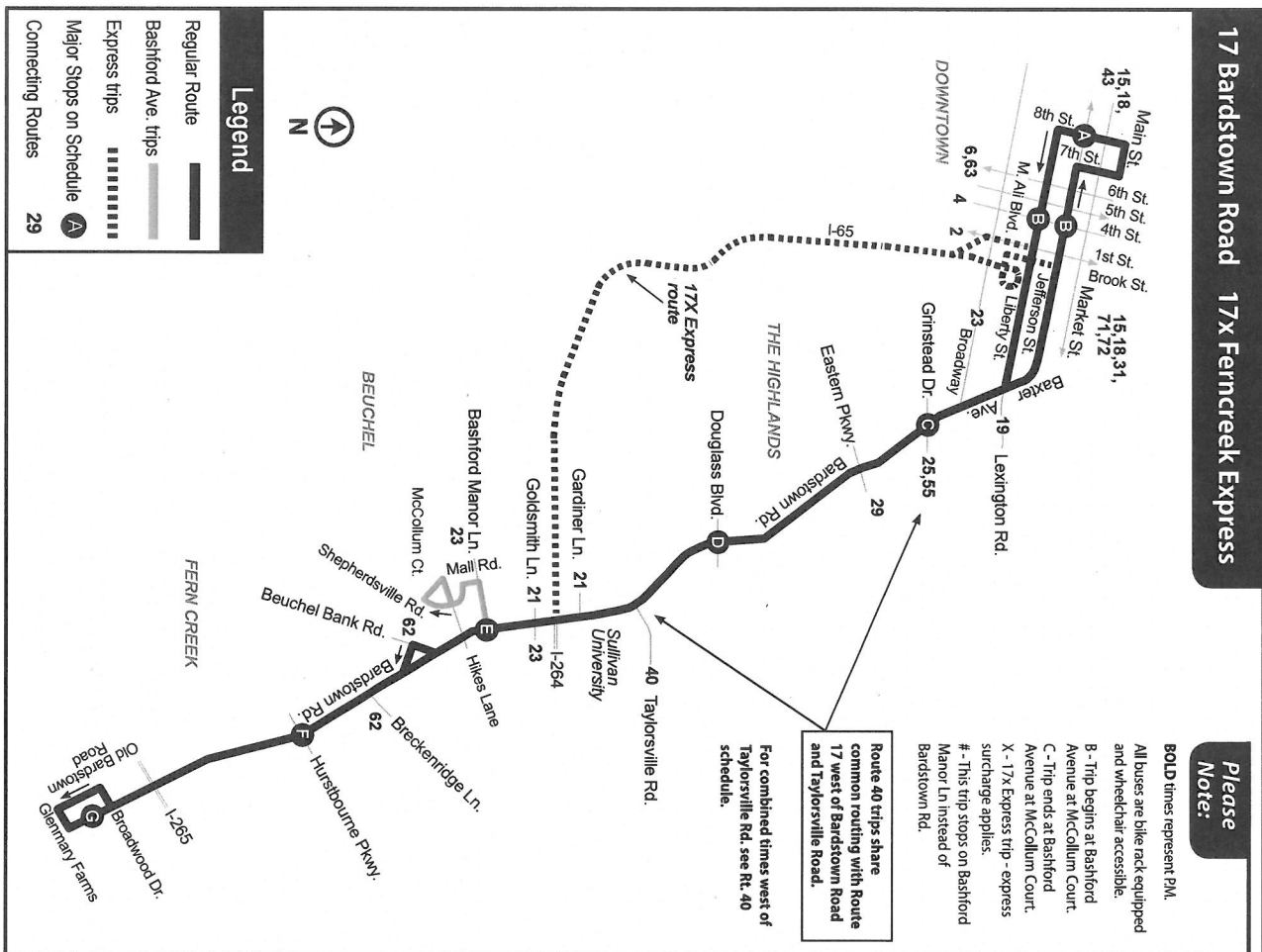
Jefferson Street Traffic Counts

Date: 4/5/2016

Hour	vehicles	Pedestrians
5	5	0
5:15	6	0
5:30	6	0
5:45	15	0
Total	32	0

6:00	18	0
6:15	23	0
6:30	31	2
6:45	55	3
Total	127	5

17 Bardstown Road 17X Ferncreek Express



Please Note:

BOLD times represent PM.
 All buses are bike rack equipped and wheelchair accessible.
 B - Trip begins at Bardstov Avenue at McCallum Court.
 C - Trip ends at Bardstov Avenue at McCallum Court.
 X - 17X Express trip - express surcharge applies.
 # - This trip stops on Bardstov Manor Ln instead of Bardstov Rd.

Route 40 trips share common routing with Route 17 west of Bardstov Road and Taylorsville Road.
 For combined times west of Taylorsville Rd. see Rt. 40 schedule.

Effective January 31, 2016

17 Bardstown Road 17X Fern Creek Express



How to read this schedule

- Locate the timetable for the day and time of your travel.
- Determine your destination to the nearest inter section listed at the top of the timetable.
- Look down the timetable to the time you need to arrive.
- Determine the location where you will board the bus.
- Read left across the timetable to your boarding point to determine what time you will need to catch the bus in order to arrive at your destination on time.

Connecting Routes

You can use TARC Transfers to go to and from a destination, make connections, or make stops along the way and then continue your trip within a two-hour period, all for one fare.

TARC Customer Service Centers

TARC Customer Service Centers are located at TARC Headquarters at 1000 West Broadway and the Nia Travel and Jobs Center at 2900 West Broadway. TARC photo IDs, pocket schedules, tickets and passes are available at both TARC Customer Service Centers.

Union Station, TARC Headquarter

Monday - Friday 8 a.m. - 5 p.m.
 Saturday 9 a.m. - noon

Nia Travel & Jobs Center

Monday - Friday 8 a.m - 4:30 p.m.



Safe Place
 Every TARC bus is a YMCA Safe Place.
 For information about the YMCA program, call 502.635.5233.

Rider Alert

TARC requires bus operators to verify pre-approved IDs for reduced or pre-paid trips. Please show IDs to the driver when boarding. If not shown, the driver is obligated to collect the full fare applicable. Thank you for your consideration.

Follow us on:



TARC Information

TARC Customer Service/ Route & Schedule info	502.585.1234
TTY	502.213.3240
Nia Center	502.561.5164
Union Station (Lost & Found & photo I.D. cards)	502.561.5157
Paratransit Department	502.213.3217
TARCLift	502.561.5165
TARC3 reservations	502.560.0333
TARC3 cancellations/inquiries	502.560.0322
TARC3 TTY	502.213.3240
E-mail	info@ridetarc.org
TARC Web site	www.ridetarc.org

Service To:

- Downtown Louisville
- Highlands
- Buechel
- Fern Creek
- Glenmary Farms



Transit Authority of River City
 www.ridetarc.org
 502.585.1234
 January 31, 2016



Help us help you stay on time! Please have your fare ready and exit the rear door. Thank you!

Monday-Friday Eastbound						
A	B	C	D	E	F	G
8th Jefferson	Liberty 5th	Bardstown Grinstead	Bardstown Douglass	Bardstown Bashford Manor	Bardstown Hurstbourne	Bardstown Colonel Hancock
5:52	5:55	6:05	6:11	6:19	6:32	6:49
6:22	6:25	6:37	6:44	6:52	7:05	7:22
6:47	6:50	7:02	7:09	7:17	7:30	7:47
7:32	7:35	7:47	7:54	8:02	8:15	8:32
8:37	8:40	8:52	8:59	9:07	9:21	9:38
9:46	9:50	10:03	10:10	10:20	10:34	10:51
10:56	11:00	11:15	11:23	11:34	11:49	12:07
12:11	12:15	12:30	12:38	12:49	1:04	1:22
1:16	1:20	1:35	1:43	1:54	2:09	2:27
2:11	2:15	2:30	2:38	2:49	3:04	3:24
2:51	2:55	3:10	3:18	3:30	3:48	4:08
3:31	3:35	3:49	3:57	4:09	4:27	4:47
X4:11	X4:15	Express I-264		X4:40	X4:58	X5:18
4:16	4:20	4:34	4:42	4:54	5:12	5:32
X4:41	X4:45	Express I-264		X5:10	X5:28	X5:48
4:51	4:55	5:09	5:17	5:29	5:47	6:05
B5:11	B5:15	B5:29	B5:37	B5:49	(Bashford Ave 5:52)	
X5:11	X5:15	Express I-264		X5:40	X5:58	X6:18
5:46	5:50	6:03	6:10	6:21	6:37	6:55
6:46	6:50	7:03	7:10	7:19	7:31	7:46
8:07	8:10	8:21	8:28	8:37	8:49	9:04
9:27	9:30	9:41	9:48	9:57	10:09	10:24

Monday-Friday Westbound						
G	F	E	D	C	B	A
Bardstown Colonel Hancock	Bardstown Hurstbourne	Bardstown Bashford Manor	Bardstown Douglass	Bardstown Grinstead	Jefferson 4th	8th Jefferson
5:42	5:52	6:02	6:11	6:18	6:30	6:34
(Bashford Ave 6:39)	#6:42	6:51	6:58	7:10	7:14	
X6:31	X6:42	X6:55	Express I-264	X7:20	7:24	
X6:56	X7:07	X7:20	Express I-264	X7:45	7:49	
(Bashford Ave 7:16)	#7:20	7:30	7:37	7:50	7:54	
7:16	7:27	7:40	7:50	7:57	8:10	8:14
X7:26	X7:37	X7:50	Express I-264	X8:15	8:19	
7:56	8:07	8:20	8:30	8:37	8:50	8:54
8:41	8:52	9:04	9:15	9:23	9:35	9:39
9:52	10:02	10:14	10:25	10:33	10:45	10:49
11:07	11:17	11:29	11:40	11:48	12:00	12:04
12:12	12:22	12:34	12:45	12:53	1:05	1:09
1:27	1:37	1:49	2:00	2:08	2:20	2:24
(Bashford Ave 2:05)	#2:09	2:20	2:28	2:40	2:44	
2:23	2:34	2:48	3:00	3:08	3:20	3:24
2:58	3:09	3:23	3:35	3:43	3:55	3:59
3:33	3:44	3:58	4:10	4:18	4:30	4:34
4:13	4:24	4:38	4:50	4:58	5:10	5:14
4:58	5:09	5:23	5:35	5:43	5:55	5:59
5:34	5:45	5:59	6:11	6:19	6:30	6:34
6:23	6:33	6:46	6:57	7:04	7:15	7:19
7:49	7:58	8:09	8:19	8:26	8:35	8:39
9:09	9:18	9:29	9:39	9:46	9:55	9:59
10:29	10:38	10:49	10:59	11:06	11:15	11:19

Note # -- Time shown is on Bashford Manor Lane opposite Adele Avenue.

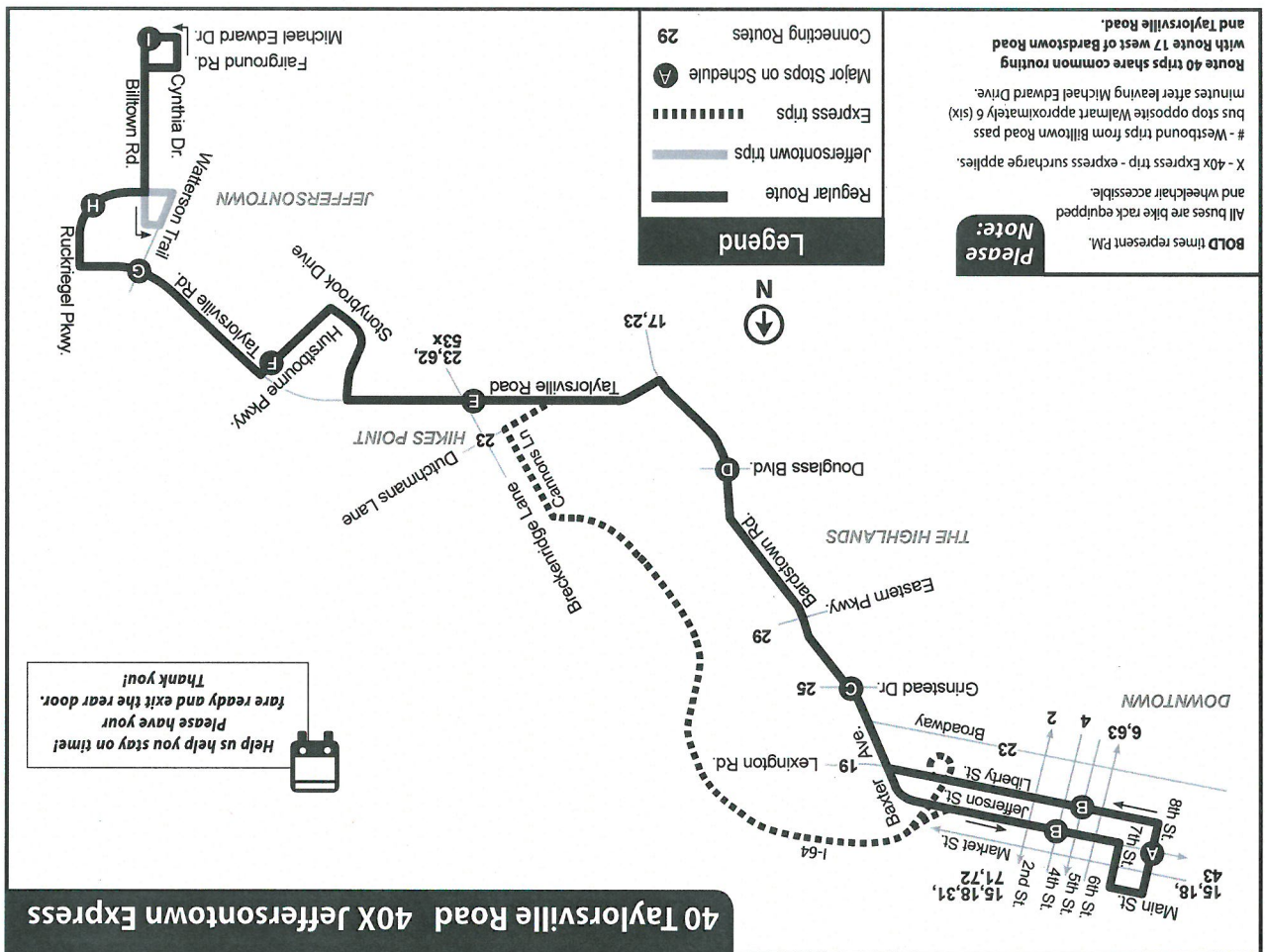
Note X -- Express trip via I-265 and I-65 between downtown and Goldsmith Lane. Express trips require \$1.00 additional fare, or local service monthly pass or fare saver ticket.

Note B -- This trip goes only to Bashford Avenue (does not operate to Fern Creek).

Saturday, Sunday/Holiday Eastbound						
A	B	C	D	E	F	G
8th Jefferson	Liberty 5th	Bardstown Grinstead	Bardstown Douglass	Bardstown Bashford Manor	Bardstown Hurstbourne	Bardstown Colonel Hancock
6:01	6:04	6:14	6:20	6:29	6:40	6:53
7:11	7:15	7:27	7:33	7:42	7:54	8:07
8:41	8:45	8:57	9:03	9:12	9:24	9:37
10:11	10:15	10:27	10:33	10:43	10:56	11:11
11:41	11:45	11:58	12:06	12:16	12:29	12:44
1:11	1:15	1:28	1:36	1:46	1:59	2:14
2:41	2:45	2:58	3:06	3:16	3:29	3:44
4:11	4:15	4:28	4:36	4:46	4:59	5:14
5:41	5:45	5:57	6:04	6:14	6:26	6:40
7:12	7:15	7:26	7:33	7:41	7:52	8:05
8:42	8:45	8:56	9:03	9:11	9:22	9:35

Saturday, Sunday/Holiday Westbound						
G	F	E	D	C	B	A
Bardstown Colonel Hancock	Bardstown Hurstbourne	Bardstown Bashford Manor	Bardstown Douglass	Bardstown Grinstead	Jefferson 4th	8th Jefferson
6:59	7:08	7:19	7:28	7:34	7:45	7:49
8:29	8:38	8:49	8:58	9:04	9:15	9:19
9:56	10:05	10:16	10:25	10:33	10:45	10:50
11:23	11:33	11:45	11:55	12:03	12:15	12:20
12:53	1:03	1:15	1:25	1:33	1:45	1:50
2:23	2:33	2:45	2:55	3:03	3:15	3:20
3:53	4:03	4:15	4:25	4:33	4:45	4:50
5:25	5:35	5:47	5:57	6:04	6:15	6:19
6:59	7:08	7:19	7:29	7:36	7:45	7:49
8:14	8:23	8:34	8:44	8:51	9:00	9:04
9:39	9:48	9:59	10:09	10:16	10:25	10:29

For combined Route 17 - Route 40 service on Bardstown Road west of Taylorsville Road, see Route 40 schedule



40 Taylorville Road 40X Jeffersonstown Express

- How to read this schedule**
- Locate the timetable for the day and time of your travel.
 - Determine your destination to the nearest inter section listed at the top of the timetable.
 - Look down the timetable to the time you need to arrive.
 - Determine the location where you will board the bus.
 - Read left across the timetable to your boarding point to determine what time you will need to catch the bus in order to arrive at your destination on time.

Connecting Route
 You can use TARC Transfers to go to and from a destination, make connections, or make stops along the way and then continue your trip within a two-hour period, all for one fare.

TARC Customer Service Centers
 TARC Customer Service Centers are located at TARC Headquarters at 1000 West Broadway and the Nia Travel and Jobs Center at 2900 West Broadway. TARC photo IDs, pocket schedules, tickets and passes are available at both TARC Customer Service Centers.

Union Station, TARC Headquarter
 Monday - Friday 8 a.m. - 5 p.m.
 Saturday 9 a.m. - noon

Nia Travel & Jobs Center
 Monday - Friday 8 a.m. - 4:30 p.m.

Safe Place
 Every TARC bus is a YMCA Safe Place. For information about the YMCA program, call 502.635.5233.

Rider Alert
 TARC requires bus operators to verify pre-approved IDs for reduced or pre-paid trips. Please show IDs to the driver when boarding. If not shown, the driver is obligated to collect the full fare applicable. Thank you for your consideration.

Follow us on:

TARC Information

TARC Customer Service/Route & Schedule info	502.585.1234
TTY	502.213.3240
Nia Center	502.561.5164
Union Station (Lost & Found & photo I.D. cards)	502.561.5157
Paratransit Department	502.213.3217
TARClift	502.561.5165
TARC3 reservations	502.560.0333
TARC3 cancellations/inquiries	502.560.0322
TARC3 TTY	502.213.3240
E-mail	info@ridetarc.org
TARC Web site	www.ridetarc.org

Effective January 31, 2016

40

Taylorville Road

40X

Jeffersontown Express

Service To: Downtown Louisville
 Highlands
 Bowman Field
 Hikes Point
 Stonybrook
 Jeffersontown

For your convenience, this folder shows Route #17 trips serving Route #40 stops between downtown and Bardstown Road at Taylorville Road.

tarc Transit Authority of River City
 www.ridetarc.org
 502.585.1234
 January 31, 2016



**Help us help you stay on time!
Please have your fare ready and
exit the rear door. Thank you!**

Monday - Friday Eastbound

	A	B	C	D	E	F	G	H	I
ROUTE	8th Jefferson Liberty 5th	Bardstown Grinstead	Bardstown Douglass	Taylorsville Breckenridge	Hurstbourne Taylorsville	Taylorsville Watterson Trail	Ruckriegel Pinoak View	Michael Edward Blittown	
40	4:25	4:28	4:38	4:44	4:55	5:03	5:11	5:13	
40	4:56	4:59	5:09	5:15	5:26	5:34	5:42	5:44	
40	5:43	5:46	5:56	6:02	6:13	6:21	6:30	6:32	
17	5:52	5:55	6:05	6:11	To Fern Creek				
40	6:11	6:15	6:27	6:34	6:46	6:55	7:04	7:06	7:14
17	6:22	6:25	6:37	6:44	To Fern Creek				
40	6:31	6:35	6:47	6:54	7:06	7:15	7:24	7:26	
17	6:47	6:50	7:02	7:09	To Fern Creek				
40	6:56	7:00	7:12	7:19	7:31	7:40	7:49	7:51	
40	7:11	7:15	7:27	7:34	7:46	7:55	8:04	8:06	8:14
17	7:32	7:35	7:47	7:54	To Fern Creek				
40	7:56	8:00	8:12	8:19	8:31	8:40	8:49	8:51	8:59
17	8:37	8:40	8:52	8:59	To Fern Creek				
40	9:06	9:10	9:23	9:30	9:42	9:51	10:00	10:02	10:10
17	9:46	9:50	10:03	10:10	To Fern Creek				
40	10:21	10:25	10:38	10:45	10:57	11:06	11:15	11:18	11:26
17	10:56	11:00	11:15	11:23	To Fern Creek				
40	11:31	11:35	11:50	11:58	12:10	12:20	12:29	12:32	12:40
17	12:11	12:15	12:30	12:38	To Fern Creek				
40	12:46	12:50	1:05	1:13	1:25	1:35	1:44	1:47	1:55
17	1:16	1:20	1:35	1:43	To Fern Creek				
40	1:51	1:55	2:10	2:18	2:30	2:40	2:49	2:52	3:00
17	2:11	2:15	2:30	2:38	To Fern Creek				
40	2:31	2:35	2:50	2:58	3:10	3:21	3:31	3:34	3:42
17	2:51	2:55	3:10	3:18	To Fern Creek				
40	3:11	3:15	3:29	3:37	3:50	4:01	4:11	4:14	4:22
17	3:31	3:35	3:49	3:57	To Fern Creek				
40	3:51	3:55	4:09	4:17	4:30	4:41	4:51	4:54	5:02
17	4:16	4:20	4:34	4:42	To Fern Creek				
40	4:31	4:35	4:49	4:57	5:10	5:21	5:31	5:34	5:42
40X	X4:41	X4:45	Express I-64	X5:10	X5:21	X5:31	X5:34	X5:42	
17	4:51	4:55	5:09	5:17	To Fern Creek				
40X	X5:06	X5:10	Express I-64	X5:35	X5:46	X5:56	X5:59	X6:07	
17	5:11	5:15	5:29	5:37	To Bashford Avenue				
40X	X5:16	X5:20	Express I-64	X5:45	X5:55	X6:05	X6:08	X6:16	
40	5:31	5:35	5:49	5:56	6:08	6:18	6:28	6:31	6:39
17	5:46	5:50	6:03	6:10	To Fern Creek				
40	6:11	6:15	6:28	6:35	6:47	6:57	7:07	7:09	7:16
17	6:46	6:50	7:03	7:10	To Fern Creek				
40	7:27	7:30	7:41	7:48	7:59	8:08	8:16	8:18	
17	8:07	8:10	8:21	8:28	To Fern Creek				
40	8:47	8:50	9:01	9:08	9:19	9:28	9:36	9:38	
17	9:27	9:30	9:41	9:48	To Fern Creek				
40	10:07	10:10	10:21	10:28	10:39	10:48	10:56	10:58	

Monday - Friday Westbound

	I	H	G	F	E	D	C	B	A
ROUTE	Michael Edward Blittown	Ruckriegel Pinoak View	Taylorsville Watterson Trail	Hurstbourne Taylorsville	Taylorsville Breckenridge	Bardstown Douglass	Bardstown Grinstead	Jefferson 4th	8th Jefferson
40		5:17	5:23	5:31	5:40	5:51	5:58	6:10	6:15
17			From Fern Creek	6:11	6:18	6:30	6:34	6:30	6:34
40	5:55		6:03	6:11	6:20	6:31	6:38	6:50	6:55
17			From Fern Creek	6:51	6:58	7:10	7:14	7:10	7:14
40	X6:55	6:36	6:42	6:50	6:59	Express I-64	7:30	7:37	7:50
17			X7:03	X7:11	X7:21	Express I-64	7:50	7:57	8:10
40	X7:18		From Bashford Ave	7:30	7:37	Express I-64	X8:10	X8:15	8:15
17			From Fern Creek	7:50	7:57	Express I-64	X8:10	X8:15	8:15
40		7:31	7:38	7:47	7:57	8:10	8:17	8:30	8:35
17			From Fern Creek	8:30	8:37	8:50	8:54	9:05	9:10
40		8:07	8:14	8:23	8:33	8:46	8:53	9:05	9:10
40X	X7:48		X7:57	X8:06	X8:16	Express I-64	X8:40	X8:45	8:45
40X	(Taylorsville & Stonybrook X8:34)	X8:39	X8:48	X8:57	X9:06	Express I-64	X9:03	X9:08	9:08
40X	X8:18		X8:27	X8:36	X8:46	Express I-64	X9:10	X9:15	9:15
17			From Fern Creek	9:15	9:23	9:35	9:39	9:45	9:59
40	9:11		9:20	9:28	9:38	9:50	9:58	10:10	10:15
17			From Fern Creek	10:25	10:33	10:45	10:49	10:55	11:09
40	10:21		10:30	10:38	10:48	11:00	11:08	11:20	11:25
17			From Fern Creek	11:40	11:48	12:00	12:04	12:10	12:24
40	11:36		11:45	11:53	12:03	12:15	12:23	12:35	12:40
17			From Fern Creek	12:45	12:53	1:05	1:09	1:15	1:29
40	12:51		1:00	1:08	1:18	1:30	1:38	1:50	1:55
17			From Fern Creek	2:00	2:08	2:20	2:24	2:30	2:44
40	2:02		2:11	2:19	2:29	2:41	2:48	3:00	3:05
17			From Fern Creek	3:00	3:08	3:20	3:24	3:30	3:44
40		2:38	2:45	2:54	3:04	3:16	3:23	3:35	3:40
17			From Fern Creek	3:35	3:43	3:55	3:59	4:05	4:19
40	3:11		3:20	3:29	3:39	3:51	3:58	4:10	4:15
17			From Fern Creek	4:10	4:18	4:30	4:34	4:40	4:54
40	3:51		4:00	4:09	4:19	4:31	4:38	4:50	4:55
17			From Fern Creek	4:50	4:58	5:10	5:14	5:20	5:34
40	4:31		4:40	4:49	4:59	5:11	5:18	5:30	5:35
17			From Fern Creek	5:35	5:43	5:55	5:59	6:05	6:19
40	5:13		5:22	5:31	5:40	5:52	5:59	6:10	6:15
17			From Fern Creek	6:11	6:19	6:30	6:34	6:40	6:54
40	5:54		6:02	6:11	6:20	6:32	6:39	6:50	6:55
17			From Fern Creek	6:57	7:04	7:15	7:19	7:25	7:39
40	7:02		7:10	7:19	7:28	7:39	7:46	7:55	7:59
17			From Fern Creek	8:19	8:26	8:35	8:39	8:45	8:59
40		8:25	8:31	8:39	8:48	8:59	9:06	9:15	9:19
17			From Fern Creek	9:39	9:46	9:55	9:59	10:05	10:19
40		9:45	9:51	9:59	10:08	10:19	10:26	10:35	10:39
17			From Fern Creek	10:59	11:06	11:15	11:19	11:25	11:39
40			11:02	11:07	11:13	11:20	11:30	11:36	11:48

Note X - Express trip via I-64 between downtown and Cannons Lane. Express trips require \$1.00 additional fare, or local service monthly pass or fare saver ticket.

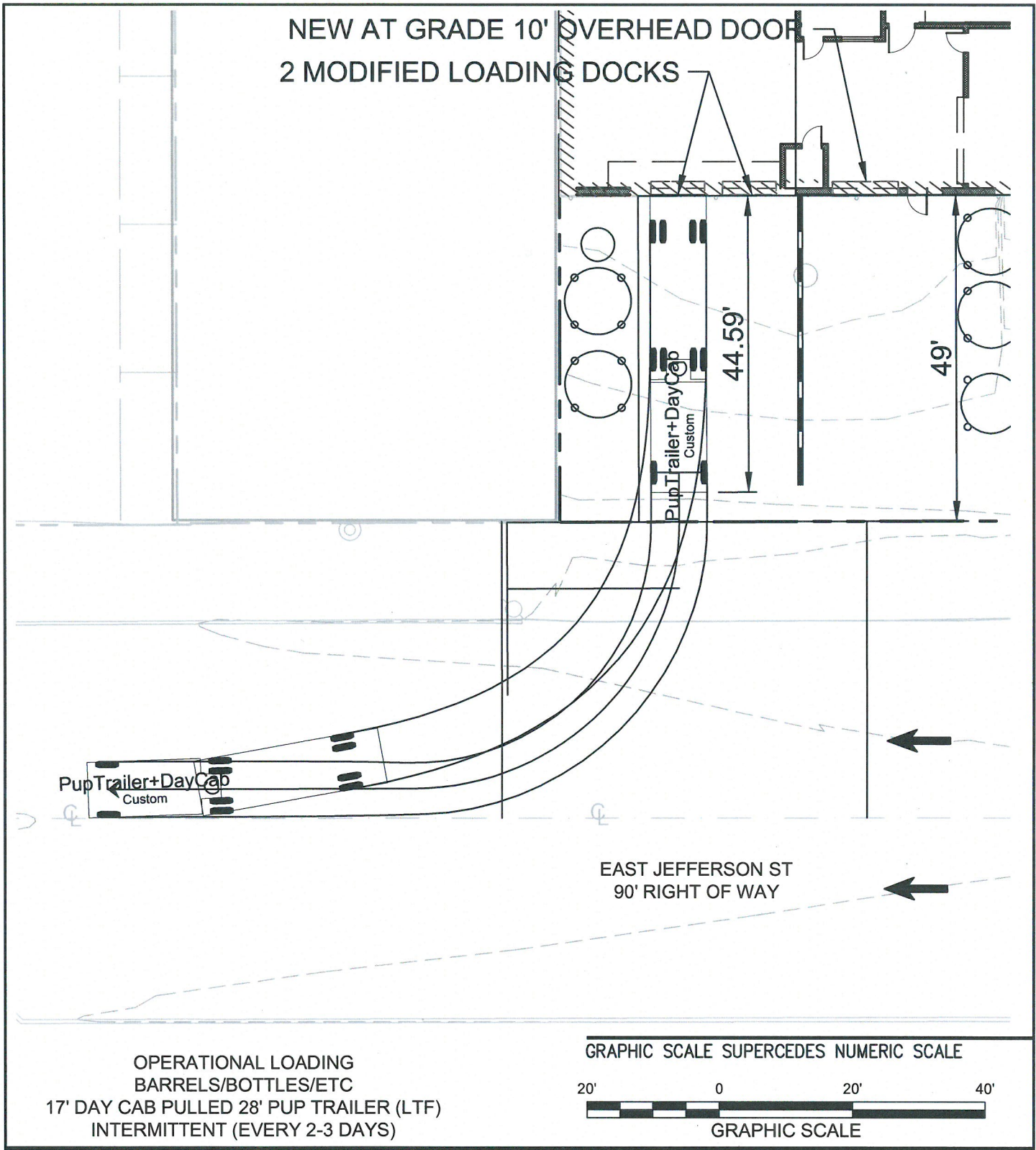
Saturday, Sunday/Holiday Eastbound

	A	B	C	D	E	F	G	H
ROUTE	8th Jefferson Liberty 5th	Bardstown Grinstead	Bardstown Douglass	Taylorsville Breckenridge	Hurstbourne Taylorsville	Taylorsville Watterson Trail	Ruckriegel Pinoak View	
40	5:18	5:21	5:31	5:37	5:48	5:56	6:03	6:05
17	6:01	6:04	6:14	6:20	To Fern Creek			
40	6:44	6:47	6:59	7:05	7:16	7:25	7:33	7:35
17	7:11	7:15	7:27	7:33	To Fern Creek			
40	7:57	8:00	8:12	8:18	8:29	8:38	8:46	8:48
17	8:41	8:45	8:57	9:03	To Fern Creek			
40	9:27	9:30	9:42	9:48	9:59	10:08	10:16	10:18
17	10:11	10:15	10:27	10:33	To Fern Creek			
40	10:56	11:00	11:13	11:21	11:33	11:43	11:51	11:53
17	11:41	11:45	11:58	12:06	To Fern Creek			
40	12:26	12:30	12:43	12:51	1:03	1:13	1:21	1:23
17	1:11	1:15	1:28	1:36	To Fern Creek			
40	1:56	2:00	2:13	2:21	2:33	2:43	2:51	2:53
17	2:41	2:45	2:58	3:06	To Fern Creek			
40	3:26	3:30	3:43	3:51	4:03	4:13	4:21	4:23
17	4:11	4:15	4:28	4:36	To Fern Creek			
40	4:56	5:00	5:13	5:21	5:33	5:42	5:50	5:52
17	5:41	5:45	5:57	6:04	To Fern Creek			
40	6:26	6:30	6:42	6:49	7:01	7:10	7:18	7:20
17	7:12	7:15	7:26	7:33	To Fern Creek			
40	7:57	8:00	8:11	8:18	8:29	8:38	8:46	8:48
17	8:42	8:45	8:56	9:03	To Fern Creek			

Saturday, Sunday/Holiday Westbound

	H	G	F	E	D	C	B	A
ROUTE	Ruckriegel Pinoak View	Taylorsville Watterson Trail	Hurstbourne Taylorsville	Taylorsville Breckenridge	Bardstown Douglass	Bardstown Grinstead	Jefferson 4th	8th Jefferson
40	6:09	6:15	6:22	6:31	6:43	6:49	7:00	7:04
17			From Fern Creek	7:28	7:34	7:45	7:49	7:53
40	7:39	7:45	7:52	8:01	8:13	8:19	8:30	8:34
17			From Fern Creek	8:58	9:04	9:15	9:19	9:23
40	9:09	9:15	9:22	9:31	9:43	9:49	10:00	10:04
17			From Fern Creek	10:25	10:33	10:45	10:50	10:54
40	10:34	10:40	10:48	10:58	11:10	11:18	11:30	11:35
17			From Fern Creek	11:55	12:03	12:15	12:20	12:24
40	12:04	12:10	12:18	12:28	12:40	12:48	1:00	1:05
17			From Fern Creek	1:25	1:33	1:45	1:50	1:54
40	1:34	1:40	1:48	1:58	2:10	2:18	2:30	2:35
17			From Fern Creek	2:55	3:03	3:15	3:20	3:24
40	3:04	3:10	3:18	3:28	3:40	3:48	4:00	4:05
17			From Fern Creek	4:25	4:33	4:45	4:50	4:54
40	4:35	4:41	4:49	4:59	5:11	5:19	5:30	5:34
17			From Fern Creek	5:57	6:04	6:15	6:19	6:23
40	6:08	6:14	6:22	6:32	6:44	6:51	7:00	7:04
17			From Fern Creek	7:29	7:36	7:45	7:49	7:53
40	7:41	7:47	7:54	8:03	8:14	8:21	8:30	8:34
17			From Fern Creek	8:44	8:51	9:00	9:04	9:08
40	8:51	8:57	9:04	9:13	9:24	9:31	9:40	9:44
17			From Fern Creek	10:09	10:16	10:25	10:29	10:33

Routes 17 and 40 provide combined service from Bardstown Road at Wrocklage Avenue to downtown and return. Please consult Route 17 schedule for times east and south of Bardstown Road and Douglass Blvd.



PROJECT: RABBIT HOLE
OPERATIONAL LOADING

COMM. # 2015.234 DATE: 4/14/2016

DRAWN BY: AMH CHK'D BY: PRG

15ZONE1052
711 E JEFFERSON

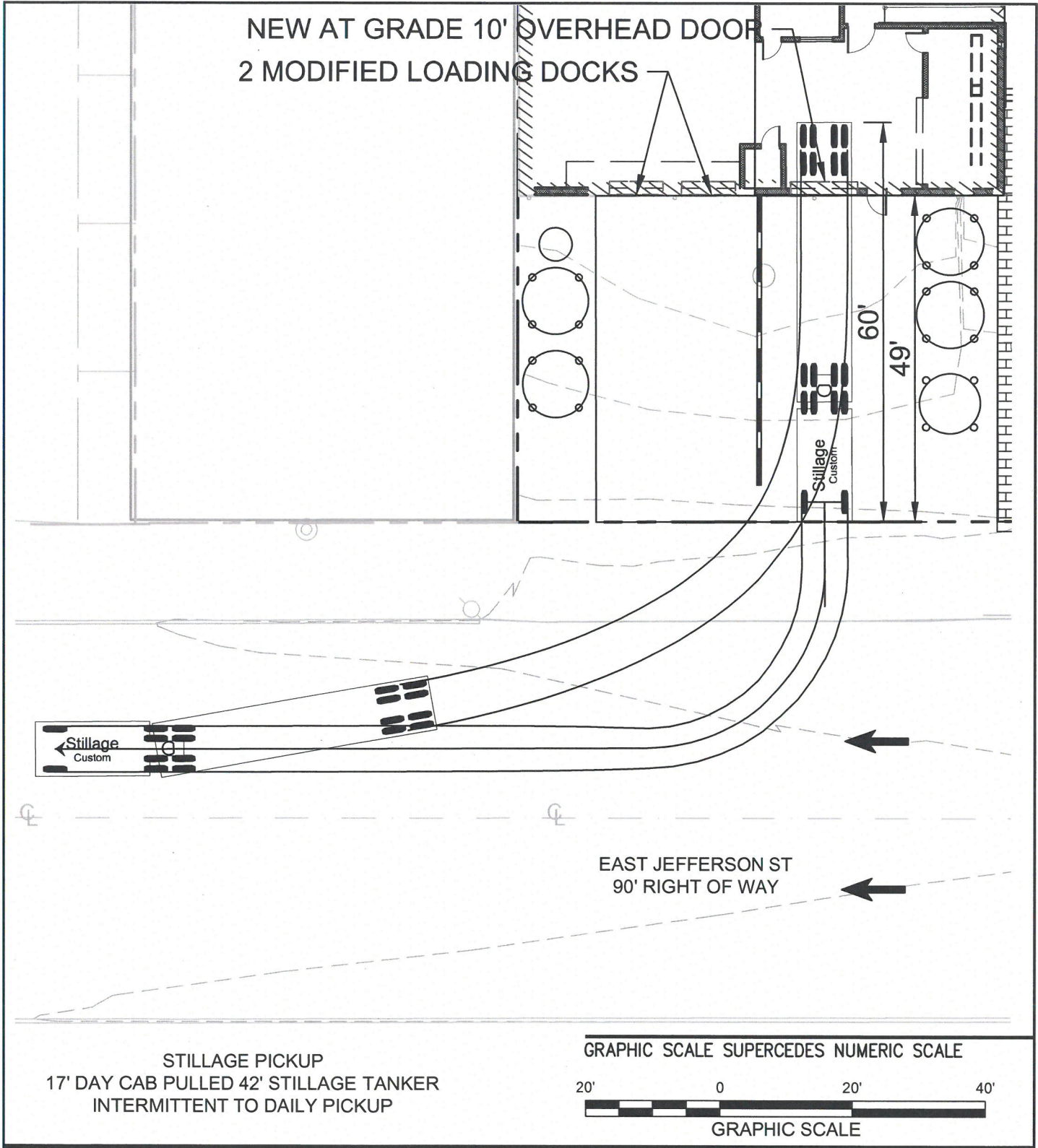
DWG.#

REFERENCE:

[smart design]SM
Luckett & Farley

© 2008
737 South Third Street Louisville Kentucky 40202-2100
502-585-4181 502-587-0488 Fax www.luckett-farley.com
Master Planning | Architecture | Engineering | Interior Design
Design Build | Building Commissioning | Special Inspections

1853



PROJECT: RABBIT HOLE STILLAGE

COMM. # 2015.234 DATE: 4/14/2016

DRAWN BY: AMH CHK'D BY: PRG

15ZONE1052
711 E JEFFERSON

DWG.#

REFERENCE:

[smart design]
Luckett & Farley

737 South Third Street Louisville, Kentucky 40202-2100
502-585-4181 502-587-0488 Fax www.luckett-farley.com
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1853



Parking Study & Justification Statement
In support of a parking waiver to reduce the minimum number of parking spaces.

**RABBIT HOLE DISTILLING
711 EAST JEFFERSON STREET
LOUISVILLE, KY**

March 14, 2016

[smart design][™]
Luckett & Farley

**737 SOUTH THIRD STREET
LOUISVILLE, KENTUCKY 40202
Telephone Number: (502) 585-4181
Fax Number: (502) 587-0488**

**Contact Person:
Ashley Brock, PE
abrock@luckett-farley.com**

A/E Commission No. 2015.234

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PLANNING &
DESIGN SERVICES**



OBJECTIVE

This parking study has been prepared to satisfy the requirement 9.1.16.A.2.d and 9.1.6.A. of the Land Development Code (LDC) under "Parking Waiver Provisions" and "Joint Use Parking Agreements", respectively. This parking study is prepared in accordance with Section 9.1.17 "Parking Studies", Section 1 "Joint Use Parking", Section 2 "Parking Waivers for Space Reduction or Increases" and Section 3 "Parking Waivers for the Use of On-street Parking Spaces not adjacent to Site or Spaces located in Public Parking Lots". The conclusions drawn from this parking study also address Section 9.1.16.A.4 "Required Findings" in granting the parking waiver.

PROJECT DESCRIPTION

Rabbit Hole Sprints, LLC proposes the adaptive reuse of and additional new construction to an existing building for manufacturing, warehouse, office, retail, and event space uses in approximately 29,972 gross square feet of space.

The subject property is surrounded by the St. Jude Missionary Baptist Church and other commercial uses to the West, Nanny Goat Strut Alley to the North, and commercial properties to the East. The property fronts E. Jefferson Street to the south between S. Shelby Street and S. Clay Street. The property is located in a Traditional Neighborhood Form District. A rezone of the property from a C-2 Commercial to EZ-1 Special Purpose has been previously requested.

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PARKING CALCULATIONS

Use	Floor Area	Min Metric	Minimum Spaces Required
Manufacturing	15 employees	1 space/1.5 employees	10
Retail	1,899 SF	1 space/500 SF	4
Office	1,696 SF	1 space/500 SF	3
Reception Hall	4,359 SF	1 space/100 SF	44
TOTAL			61

Reductions

1. Transit Route	10% reduction		
2. Green Development	20% reduction		
<u>Total Reduction</u>	<u>30% reduction</u>	=	43 spaces

Minimum Required Parking

Spaces Provided:

On-Site parking	8
Street Parking (Jefferson St)	4
Street Parking (Market St)	1
<u>Existing Agreement with 721 E. Jefferson St.</u>	<u>3</u>
TOTAL	16

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**PLANNING &
 DESIGN SERVICES**



MITIGATION PROPOSAL

Rabbit Hole Distilling proposes a combination of additional Joint Use Parking Agreements and a Parking Waiver for Space Reductions to address the minimum parking requirement.

Joint Use Parking Agreements

1. 721 E. Jefferson Street – 9 additional spaces*
2. VIA Studio, 223 S. Clay Street, North Lot—13 spaces*

*Specified for 5pm and later.

Proposed Provided Parking	
On-Site parking	8
Street Parking (Jefferson St)	4
Street Parking (Market St)	1
Existing Agreement with 721 E. Jefferson St.	3
Proposed 721 E. Jefferson St.	9
Proposed 223 S. Clay Street, North Lot	13
TOTAL	38

Waiver for Space Reduction—Reduce minimum number of parking spaces by 5, from 43 to 38 justified by the availability of on-street and public parking in the vicinity.

DATA COLLECTION METHODOLOGY

Per section 9.1.1.2, “An analysis of the peak parking demand for ... “The results of at least 3 separate site surveys, conducted on different days, which depict the usage of the existing parking spaces hourly during the peak hour of usage and hourly four hours before and after that time. Site surveys are not needed for any portion of the period four hours before and after the peak hour in which the use is not in operation. One of the days surveyed should be the peak day or busiest day of operation, if one can be determined for the specific uses.”

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DESIGN SERVICES



PARKING SURVEY DATA

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Three separate surveys were conducted for the subject properties at the following times:

1. Saturday, March 5, 2016 3pm-11pm
2. Monday, March 7, 2016 3pm-11pm
3. Friday, March 11, 2016 3pm-11pm

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	Saturday March 5, 2016								
	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
South side of Market Street	11	9	5	4	2	1	4	3	2
The Green Building Public Lot	31	34	32	31	11	9	15	16	19
721 E Jefferson St	12	12	10	10	12	12	10	10	11
Rabbit Hole (Mint Julep Tours)	1 car	1 car	1 car	1 car	open	open	open	open	open
North VIA	11	11	12	10	11	10	11	10	11
South VIA	11	13	12	13	13	12	13	13	13
North side of Jefferson Street	10	10	10	10	10	10	10	10	10
South side of Jefferson Street	12	13	16	15	14	14	15	15	15
West Side of Clay Street	8	7	5	3	1	1	1	2	4
East side of Clay Street	3	2	1	4	0	0	1	2	7

	Monday March 7, 2016								
	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
South side of Market Street	12	14	16	7	10	9	15	15	17
The Green Building Public Lot	20	19	31	38	40	41	42	42	42
721 E Jefferson St	11	10	11	11	12	12	12	12	12
Rabbit Hole (Mint Julep Tours)	6 cars	6 cars	1 car	2 car	open	open	open	open	open
North VIA	3	5	6	10	12	12	12	12	13
South VIA	3	10	4	12	9	9	13	13	13
North side of Jefferson Street	8	8	8	10	10	10	10	10	10
South side of Jefferson Street	17	17	17	18	19	19	19	19	19
West Side of Clay Street	7	6	4	7	8	1	10	9	10
East side of Clay Street	5	3	3	5	4	5	5	4	4
Creative Gardens	33	39	36	40	39	40	43	43	43



	Friday March 11, 2016								
	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
South side of Market Street	10	14	9	0	0	0	1	0	6
The Green Building Public Lot	10	10	13	27	23	32	31	31	28
721 E Jefferson	8	9	9	9	8	11	12	12	12
Rabbit Hole (Mint Julep Tours)	6car	8car	2car	2car	3car	open	1car	open	open
North VIA	5	5	5	9	9	8	7	9	9
South VIA	3	4	9	11	13	13	13	13	13
North side of Jefferson Street	8	10	10	10	10	10	10	10	10
South side of Jefferson Street	16	17	18	18	18	18	19	18	18
West Side of Clay Street	6	4	3	5	3	5	6	8	6
East side of Clay Street	4	3	1	0	0	2	1	1	4
Creative Gardens	29	31	30	17	18	26	23	27	37

Based upon the parking counts above, the peak hour and day is 7pm-8pm Saturday.

Available Parking @ peak hour – Private Adjacent

1. 721 E Jefferson 12 Spaces
2. VIA Studio North Lot 10 Spaces

Available Parking @ peak hour – Public & Street

1. Public Parking @ The Green Building 9 Spaces
2. Northside E Jefferson St 10 Spaces
3. Southside E Jefferson St 14 Spaces



JUSTIFICATION

This parking waiver has been produced for the worst case scenario of all uses happening in the same hours of operation (43 spaces total) However the following should be taken into consideration:

- The consistent, daily use of the proposed project consists of the manufacturing, office, and retail uses. These uses will be, primarily, in daytime hours, and contribute to 12 spaces (with 30% reduction applied). The project, as is, accommodates 16 spaces (as detailed on page 2), which complies with these consistent daily uses.
- The project also proposes a 4,359 sf Event Space (Reception Hall), to be rented out for events. The reduced parking load for this space is 31 spaces. The majority of the events to take place in this space are anticipated to be after hours events, either weekdays after 6pm, or weekends. In these cases, the 16 spaces mentioned above would be available as the other uses would not be in operation. This would result in the need for 15 additional spaces to accommodate the event space only.

Required Findings:

A. All general waivers

- a. The parking waiver is in compliance with the Comprehensive plan, see the attached Statement of Compliance.
- b. The applicant made a good faith effort to provide as many parking spaces as possible on the site, on other property under the same ownership, or through joint use provisions.
 - i. The proposed site design provides the maximum number of spaces while complying with site design requirements in the LDC. Adequate ADA access is also provided.
 - ii. The property owner does not own any other nearby properties.
 - iii. Two proposed joint use parking agreements have been initiated.

B. Waivers to Reduce the minimum number of required parking spaces

- a. The applicant made a good faith effort to provide as many parking spaces as possible on the site, on other property under the same ownership, or through joint use provisions.
 - i. See response above.
- b. The requested waiver is the smallest possible reduction of parking spaces that would accommodate the proposed use.
- c. Adjacent properties will not be adversely affected.
 - i. Adjacent properties have adequate parking available through on site parking and available street parking.
- d. The requirements found in Table 9.1.2 accurately depict the parking needs of the proposed use, however do not take the split in use hours of operation into account.

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SUMMARY

Through on-site parking, existing & proposed parking agreements, and directly adjacent street parking, the project accommodates the proposed uses with 37 total available parking spaces. Parking counts from the peak hour and day, for the block, resulted in 33 available public parking spaces in the public parking lot and E. Jefferson Street. This proves overall availability of parking under peak conditions and support the applicant's request for a waiver to reduce the minimum parking by 5 spaces.

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RABBIT HOLE PARKING COUNT MAP



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Rabbit Hole Spirits, LLC

Case No. _____

December 14, 2015

Statement of Compliance

Introduction:

Rabbit Hole Spirits, LLC proposes to rezone the property at 711 East Jefferson Street from C-2 Commercial to EZ-1 Special Purpose to complete the adaptive reuse of and additional new construction to an existing building for manufacturing, warehouse, office, and retail uses in approximately 29,972 gross square feet of space.

The subject property is surrounded by the St. Jude Missionary Baptist Church and other commercial uses to the west, Nanny Goat Strut alley to the north, and commercial properties to the east. The subject property fronts Jefferson Street to the south between South Shelby Street and South Clay Street. The subject property is located in a Traditional Neighborhood Form District.

The requested rezoning is necessary because the proposed adaptive reuse of the subject property would include light manufacturing of distilled spirits, limited storage of manufacturing supplies and inventories, and office space.

Guideline 1 - Community Form

The subject property is located in a Traditional Neighborhood Form District. The Traditional Neighborhood Form District "is designed to promote diversity and integration of uses and structures in an existing traditional neighborhood through flexible design standards that . . . [p]rovide flexibility to meet changing needs, technologies, economics, and consumer preferences." LDC, Section 2.7.4(A)(2) (Dec 2009). The property is currently zoned commercially. The proposed use will continue the established neighborhood pattern of integrated redevelopment, including civic, commercial, and office uses that promote close-to-home work and service opportunities. The use and scale of the development will be appropriate for the adjacent commercial properties and the surrounding neighborhood.

Guideline 2 - Centers

The proposed uses of the property are compatible with the surrounding commercial uses and are of equal intensity. The subject property is located within an existing commercial activity center. The proposed redevelopment will utilize existing utility and road infrastructures. The subject property is currently zoned commercial and will not create a commercial expansion into residential zones.

The subject property will utilize existing commercial curb cuts, which promote vehicular and pedestrian safety. The proposed development will provide pedestrian access from Jefferson Street to the building's entrance. The proposed development will not significantly contribute to the existing vehicle air pollution being generated by the daily volume of traffic on Jefferson Street. Outdoor security lighting will be compliant with the Louisville Metro Land Development Code.

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The proposed building design is compatible with the buildings located on the surrounding uses. The entrance to the building will be on Jefferson Street and the south façade will reflect the use of that part of the building as executive offices and a café open to the public.

Guideline 3 - Compatibility

The proposed development is compatible with the distinct site and community design elements of a traditional neighborhood. The proposed uses of the property constitute commercial infill development on a site that was formerly used as a tire and automotive business. The proposed uses of the property include a distillery, retail center, and office. There are scattered residences within a couple of blocks of the proposed development, mostly multi-family uses. There is adequate transition from commercial development to the residential uses, although the transition is less striking because of the urban environment.

The mix of commercial, residential, manufacturing, retail, and office uses is prominent on Jefferson and Market Streets. The proposed development is consistent with that mix of uses. The proposed development will include all required building/pavement setbacks and landscape buffer areas. The height of the building and all structures on the property will be similar to adjacent properties. The storage of supplies and inventories, including any grain or mash bills, will be limited due to the size of the building and the property.

Guidelines 4 - Open Space and Guideline 5 - Natural Areas and Scenic and Historic Resources

The subject property exists currently as a paved lot surrounding a building and does not include any open space. There are no wetlands or highly permeable soils on the subject property. There are no natural features on the subject property. Although open space is not required of commercial uses in the Louisville Metro Land Development Code, the proposed development includes a reflecting pool, landscaping, and open space surrounding the south and east sides of the building.

Guideline 6 – Economic Growth and Sustainability

The subject property is located within 100 feet of a major intersection (Jefferson Street and Shelby Street). The subject property is located within an established commercial activity center and is currently commercially zoned, as are the adjacent properties. The proposed development will not require any additional commercial curb cuts and, therefore, will not create any further intrusions into the roadway system.

Guideline 7 - Circulation

The proposed development will have little impact on the existing road system because it will utilize an existing curb cut on Jefferson Street, thereby requiring no additional disturbance on Jefferson Street. The proposed development will not significantly increase the traffic on Jefferson Street and will not increase the traffic on the larger road network because it replaces an existing commercial business. The proposed development will not require employees, invitees, or customers to travel a great distance from the main commercial intersections on the surrounding streets of Market Street, Clay Street,

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Jefferson Street, and Shelby Street. Therefore, the impact to surrounding residential areas will be minimal. Pedestrian connections and onsite parking will incorporate existing connections and will not impact the adjacent properties, in compliance with the Louisville Metro Land Development Code.

Guideline 8 – Transportation Facility Design

The proposed development includes adequate parking and right of way dedication as required along Jefferson Street. There is rear access to the property through Nanny Goat Strut. Vehicle and pedestrian access are available from either Jefferson Street or Clay Street via Nanny Goat Strut.

Guideline 9 - Bicycle, Pedestrian and Transit

The proposed development includes sidewalks that connect to the existing sidewalks on Jefferson Street and will provide bicycle parking as required by the Louisville Metro Land Development Code.

Guideline 10 - Flooding and Stormwater and Guideline 11 - Water Quality

The proposed development will include a stormwater drainage system approved by Louisville Metropolitan Sewer District. The subject site is not located within a floodplain. The proposed development will comply with on-site detention / infiltration basin requirements to accommodate stormwater from the building and parking areas. During construction, the proposed development will install the appropriate sediment and erosion control methods per MSD's Best Management Practices.

Guideline 12 – Air Quality

The proposed development will comply with air pollution and dust mitigation measures as required by the Air Pollution Control Board.

Guideline 13 Landscape Character

The surrounding properties are developed and there are no landscape or habitat corridors in the general area. The proposed development will comply with the landscape requirements of the Louisville Metro Land Development Code and will include plantings of trees and shrubbery and the construction of a reflecting pool. There are no existing trees located on the subject property, which currently consists of building and asphalt pavement.

Guideline 14 - Infrastructure

The subject property is located near two intersections of major streets and will require no improvements to be made to the existing road system. There is adequate water, electric, and sewer infrastructure currently serving the subject site. Sanitary sewer capacity is available from Louisville MSD.

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Revised Agreement - 04/20/16

PARKING LOT LICENSE AGREEMENT

THIS PARKING LOT LICENSE AGREEMENT ("License") is made and entered into as of the 20th day of April, 2016, by and between CHARLES JASON CLARK ("Licensor") and RABBIT HOLE SPIRITS, LLC, a Kentucky limited liability company ("Licensee").

RECITALS:

A. Licensor is the owner of real property located at 225 S. Clay Street known as VIA Studio, which includes 13 parking spaces (the "Parking Premises").

B. The Parking Premises is located adjacent to Licensee's craft distillery located at 711 E. Jefferson Street, Louisville, Kentucky 40202 (the "Distillery").

C. The Distillery will be open to the public for tours and special events during evenings and weekends.

D. Licensor is willing to make the Parking Premises available to Licensee for parking on the following days and times (the "Approved Parking Times"): Saturdays and Sundays (all day) and Monday through Friday (after 5:00pm), on the terms set forth below.

LICENSE:

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF PARKING LICENSE.** Licensor hereby grants to Licensee and its invitees, guests, employees, contractors and business invitees (the "Licensee Users"), the right, privilege and permission, subject to the terms and provisions of this License, to possess and occupy the Parking Premises for parking purposes during the Approved Parking Times.

2. **TERM.** The term of this License ("Initial Term") shall commence on the date on which the Distillery opens for business (the "Commencement Date") and shall continue for a period of three (3) years thereafter unless terminated sooner in accordance with Section 3. Provided Licensee is not materially in default of any obligation under this License, Licensee shall have the option to extend this License for three (3) additional periods of two (2) years (the "Renewal Term(s)"); the Initial Term and the Renewal Term(s) are sometimes hereinafter collectively referred to as the "Term", on the same terms and conditions. Licensee shall be deemed to have exercised its option to renew unless it gives Licensor written notice at least 30 days prior to the expiration of the then-existing Term.

3. **EARLY TERMINATION.** Notwithstanding anything to the contrary contained in this License, Licensee shall have the right to terminate this License at any time by providing written notice to Licensor at least 60 days prior to the early termination date.

4. **LICENSE FEE.** Licensee shall pay Licensor a monthly license fee in the amount of \$260 to Licensor. The first monthly fee shall be due on or before the Commencement Date and shall be payable by the same date during each month thereafter during the Term. All such license fees and any other payments due Licensor under the terms of this License shall be payable at

Licensor's address set forth in Section 8, or to such other address designated by Licensor from time to time.

5. LIABILITY. Licensor shall not be responsible for damage to vehicles or loss to possessions or items left in vehicles, whether or not such damage is caused by other vehicles or persons in, or associated with, the Parking Premises. Licensee shall not be responsible for damage to vehicles or loss to possessions or items left in vehicles, whether or not such damage is caused by other vehicles or persons in, or associated with, the Distillery.

6. USE OF PARKING PREMISES. This License shall not restrict the use of the Parking Premises by Licensor at any time. However, Licensor agrees (a) not to block access to the Parking Premises for parking use during Approved Parking Times and (b) not to grant third parties other than Licensee a parking license or other right to use parking spaces at the Parking Premises during Approved Parking Times without the consent of Licensee, which shall not be unreasonably withheld.

7. SUBLICENSE AND ASSIGNMENT. Licensee shall not transfer or assign this License or sublicense its rights premises in whole or in part without Licensor's prior written consent.

8. NOTICES. All notices, requests, consents, approvals, waivers, demands and other communications required or permitted to be given or made under this License shall be in writing and shall be deemed delivered (a) on the date personally delivered, or on the date of transmission by e-mail transmission, or (b) on the date following the date of delivery to a nationally recognized overnight courier service, or (c) three days following the date of deposit in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, in each case addressed to the parties at the addresses set forth herein or such other address as a party may specify to the other by notice delivered in accordance herewith:

Licensor: Charles Jason Clark
VIA Studio
223 S. Clay Street
Louisville, Kentucky 40202
Email: jason@viastudio.com
502-509-3473

Licensee: Rabbit Hole Spirits, LLC
711 East Jefferson Street
Louisville, Kentucky 40202
kaveh@rabbitholedistilling.com

9. GENERAL PROVISIONS. The invalidity of any portion of this License shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders.

10. AMENDMENT; WAIVER. This License may be amended, modified or superseded only by a written instrument signed by Licensor and Licensee. No party shall be deemed to have


waived compliance by another party of any provision of this License unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given. The failure of any party to enforce at any time any of the provisions of this License or to exercise any right or option contained in this License or to require at any time performance of any of the provisions of this License by any of the other parties shall not be construed to be a waiver of such provisions and shall not affect the validity of this License or any of its provisions or the right of such party thereafter to enforce each provision of this License. No course of dealing shall operate as a waiver or modification of any provision of this License or otherwise prejudice such party's rights, powers and remedies.

11. HEADINGS; SECTION REFERENCES. The headings contained herein are for the purposes of convenience only, and will not be deemed to constitute a part of this License or to affect the meaning or interpretation of this License in any way. The parties have participated jointly in the negotiation and drafting of this License. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this License. All references herein to Sections shall refer to this License unless the context clearly otherwise requires.

12. BINDING EFFECT. This License (including all renewals and extensions hereof) shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto.

13. GOVERNING LAW. This License has been executed under and shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have entered into this License as of the date first written above.



CHARLES JASON CLARK 4/20/2016

("Licensor")

RABBIT HOLE SPIRITS, LLC

By: 

Kaveh Zamanian, CEO

("Licensee")

PARKING LOT LICENSE AGREEMENT

THIS PARKING LOT LICENSE AGREEMENT ("License") is made and entered into as of the 18th day of April, 2016, by and between SQ. PROPERTIES, LLC, a Kentucky limited liability company ("Licensor") and RABBIT HOLE SPIRITS, LLC, a Kentucky limited liability company ("Licensee").

RECITALS:

A. Licensor is the owner of real property located at 223 N. Clay Street, which includes approximately 8 parking spaces (the "Parking Premises"), none of which are designed to accommodate persons with disabilities. ADA compliance is assumed to be accommodated by Licensee in a different location.

B. The Parking Premises is located adjacent to Licensee's craft distillery located at 711 E. Jefferson Street, Louisville, Kentucky 40202 (the "Distillery").

C. The Distillery will be open to the public for tours and special events during evenings and weekends.

D. Licensor is willing to make the Parking Premises available to Licensee for parking on the following days and times (the "Approved Parking Times"): Saturdays and Sundays (all day) and Monday through Friday (before 6:00am and after 6:00pm), on the terms set forth below.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF PARKING LICENSE.** Licensor hereby grants to Licensee and its invitees, guests, employees, contractors and business invitees (the "Licensee Users"), the right, privilege and permission, subject to the terms and provisions of this License, to possess and occupy the Parking Premises for parking purposes during the Approved Parking Times.

2. **TERM.** The term of this License ("Initial Term") shall commence on the date that the Distillery opens for business (the "Commencement Date") and shall continue for a period of three (3) years thereafter unless terminated sooner in accordance with Section 3. Provided Licensee is not materially in default of any obligation under this License, Licensee shall have the option to extend this License for three (3) additional periods of two (2) years (the "Renewal Term(s)"); the Initial Term and the Renewal Term(s) are sometimes hereinafter collectively referred to as the "Term"), on the same terms and conditions. Licensee shall be deemed to have exercised its option to renew unless it gives Licensor written notice at least 30 days prior to the expiration of the then-existing Term.

3. **EARLY TERMINATION.** Notwithstanding anything to the contrary contained in this License, Licensee or Licensor shall have the right to terminate this License at any time upon at least 60 days' prior written notice.

4. LICENSE FEE. Licensee shall pay Licensor a monthly license fee in the amount of \$200 to Licensor. The first monthly fee shall be due on or before the Commencement Date and shall be payable by the same date during each month thereafter during the Term. All such license fees and any other payments due Licensor under the terms of this License shall be payable at Licensor's address set forth in Section 8, or to such other address designated by Licensor from time to time. If Licensee fails to pay the monthly license fee for 30 days after the due date, then Licensor may terminate this License upon written notice to Licensee.

5. LIABILITY. Licensor shall not be responsible for damage to vehicles or loss to possessions or items left in vehicles, whether or not such damage is caused by other vehicles or persons in, or associated with, the Parking Premises. Licensee shall not be responsible for damage to vehicles or loss to possessions or items left in vehicles, whether or not such damage is caused by other vehicles or persons in, or associated with, the Distillery. Licensee agrees to indemnify Licensor from any litigation resulting from Licensee's use of the Parking Premises, including personal injury claims.

6. USE OF PARKING PREMISES. This License shall not restrict the use of the Parking Premises by Licensor at any time. However, Licensor agrees (a) not to block access to the Parking Premises for parking use during Approved Parking Times and (b) not to grant third parties other than Licensee a parking license or other right to use parking spaces at the Parking Premises during Approved Parking Times without the consent of Licensee, which shall not be unreasonably withheld. Licensor reserves the right to use the parking lot all-day during Thunder Over Louisville, Trolley Hop (First Friday of Every Month) and for Licensor's own private evening events which will not exceed two additional days per month. Licensor will give Licensee two weeks' written notice via email when its events will be held and the parking lot will be used. The Parking Premises is not monitored by Licensor and may be used by unauthorized vehicles unless monitored by Licensee. Snow removal is provided by licensor Monday through Friday from 6:00am to 6:00pm ONLY. Weekend and evening snow removal can be provided by Licensor and invoiced to Licensee at cost plus 10%, when requested by Licensee. Licensee can also provide its own snow removal at its option.

7. SUBLICENSE AND ASSIGNMENT. Licensee shall not transfer or assign this License or sublicense its rights premises in whole or in part without Licensor's prior written consent.

8. NOTICES. All notices, requests, consents, approvals, waivers, demands and other communications required or permitted to be given or made under this License shall be in writing and shall be deemed delivered (a) on the date personally delivered, or on the date of transmission by e-mail transmission, or (b) on the date following the date of delivery to a nationally recognized overnight courier service, or (c) three days following the date of deposit in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, in each case addressed to the parties at the addresses set forth herein or such other address as a party may specify to the other by notice delivered in accordance herewith:

Licensor: SQ. Properties, LLC
 716 E. Market Street
 Louisville, Kentucky 40202
 Email: pat@tuckerbooker.com

Licensee: Rabbit Hole Spirits, LLC
711 East Jefferson Street
Louisville, Kentucky 40202
kaveh@rabbitholedistilling.com

9. GENERAL PROVISIONS. The invalidity of any portion of this License shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders.

10. AMENDMENT; WAIVER. This License may be amended, modified or superseded only by a written instrument signed by Licensor and Licensee. No party shall be deemed to have waived compliance by another party of any provision of this License unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given. The failure of any party to enforce at any time any of the provisions of this License or to exercise any right or option contained in this License or to require at any time performance of any of the provisions of this License by any of the other parties shall not be construed to be a waiver of such provisions and shall not affect the validity of this License or any of its provisions or the right of such party thereafter to enforce each provision of this License. No course of dealing shall operate as a waiver or modification of any provision of this License or otherwise prejudice such party's rights, powers and remedies.

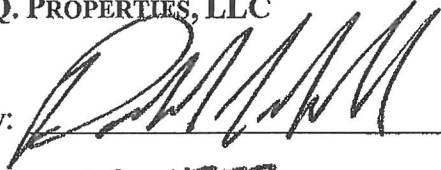
11. HEADINGS; SECTION REFERENCES. The headings contained herein are for the purposes of convenience only, and will not be deemed to constitute a part of this License or to affect the meaning or interpretation of this License in any way. The parties have participated jointly in the negotiation and drafting of this License. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this License. All references herein to Sections shall refer to this License unless the context clearly otherwise requires.

12. BINDING EFFECT. This License (including all renewals and extensions hereof) shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto.

13. GOVERNING LAW. This License has been executed under and shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have entered into this License as of the date first written above.

SQ. PROPERTIES, LLC

By:  _____

Title: MEMBER _____

(“Licensor”)

RABBIT HOLE SPIRITS, LLC

By:  _____
Kaveh Zamanian, CEO

(“Licensee”)

PARKING LOT LICENSE AGREEMENT

THIS PARKING LOT LICENSE AGREEMENT ("License") is made and entered into as of the 18th day of April, 2016, by and between **ROBERT JOHNSTON** ("Licensor") and **RABBIT HOLE SPIRITS, LLC**, a Kentucky limited liability company ("Licensee").

RECITALS:

A. Licensor is the owner of real property located at 727 E. Jefferson Street, which includes 9 parking spaces (the "Parking Premises").

B. The Parking Premises is located adjacent to Licensee's craft distillery located at 711 E. Jefferson Street, Louisville, Kentucky 40202 (the "Distillery").

C. The Distillery will be open to the public for tours and special events during evenings and weekends.

D. Licensor is willing to make the Parking Premises available to Licensee for parking on the following days and times (the "Approved Parking Times"): Saturdays and Sundays (all day) and Monday through Friday (after 5:00pm), on the terms set forth below.

LICENSE:

NOW, THEREFORE, the parties hereby agree as follows:

1. GRANT OF PARKING LICENSE. Licensor hereby grants to Licensee and its invitees, guests, employees, contractors and business invitees (the "Licensee Users"), the right, privilege and permission, subject to the terms and provisions of this License, to possess and occupy the Parking Premises for parking purposes during the Approved Parking Times.

2. TERM. The term of this License ("Initial Term") shall commence on the date on which the Distillery opens for business (the "Commencement Date") and shall continue for a period of three (3) years thereafter unless terminated sooner in accordance with Section 3. Provided Licensee is not materially in default of any obligation under this License, Licensee shall have the option to extend this License for three (3) additional periods of two (2) years (the "Renewal Term(s)"); the Initial Term and the Renewal Term(s) are sometimes hereinafter collectively referred to as the "Term"), on the same terms and conditions. Licensee shall be deemed to have exercised its option to renew unless it gives Licensor written notice at least 30 days prior to the expiration of the then-existing Term.

3. EARLY TERMINATION. Notwithstanding anything to the contrary contained in this License, Licensee or Licensor shall have the right to terminate this License at any time upon at least 60 days' prior written notice.

4. LICENSE FEE. Licensee shall pay Licensor a monthly license fee in the amount of **REDACTED** to Licensor. The first monthly fee shall be due on or before the Commencement Date and shall be payable by the same date during each month thereafter during the Term. All such license fees and any other payments due Licensor under the terms of this License shall be

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payable at Licensor's address set forth in Section 8, or to such other address designated by Licensor from time to time.

5. LIABILITY. Licensor shall not be responsible for damage to vehicles or loss to possessions or items left in vehicles, whether or not such damage is caused by other vehicles or persons in, or associated with, the Parking Premises. Licensee shall not be responsible for damage to vehicles or loss to possessions or items left in vehicles, whether or not such damage is caused by other vehicles or persons in, or associated with, the Distillery.

6. USE OF PARKING PREMISES. This License shall not restrict the use of the Parking Premises by Licensor at any time. However, Licensor agrees (a) not to block access to the Parking Premises for parking use during Approved Parking Times and (b) not to grant third parties other than Licensee a parking license or other right to use parking spaces at the Parking Premises during Approved Parking Times without the consent of Licensee, which shall not be unreasonably withheld.

7. SUBLICENSE AND ASSIGNMENT. Licensee shall not transfer or assign this License or sublicense its rights premises in whole or in part without Licensor's prior written consent.

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Licensor: Robert Johnston
727 E. Jefferson Street
Louisville, Kentucky 40202
Email: rdjohnston.atty@gmail.com
502-561-2300

Licensee: Rabbit Hole Spirits, LLC
711 East Jefferson Street
Louisville, Kentucky 40202
kaveh@rabbitholedistilling.com

9. GENERAL PROVISIONS. The invalidity of any portion of this License shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders.

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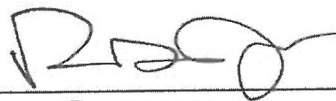
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13. GOVERNING LAW. This License has been executed under and shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have entered into this License as of the date first written above.



4-18-16

ROBERT JOHNSTON

("Licensor")

RABBIT HOLE SPIRITS, LLC

By:


Kaveh Zamanian, CEO

("Licensee")

