

St. Germain, Dante

From: Bruce Haskell <dr.bruce.haskell@gmail.com>
Sent: Wednesday, January 22, 2020 7:26 AM
To: St. Germain, Dante; Randy Strobo
Subject: 19-ZONE-0073 proposing changing Binding elements for Subject Properties: 4504-4512 Outer loop.
Attachments: Dante St. Germain.docx; 17DEVPLAN1119_plan.pdf; page 5.jpeg; page 6.jpeg; page 3.jpeg; page 2.jpeg; page 4.jpeg; page 7.jpeg; page 8.jpeg; page 1.jpeg

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Dear Dante St. Germain,

Last week I sent you my stated concern about 19-ZONE-0073 for changing Binding elements for Subject Properties: 4504-4512 Outer loop. I am worried about future development which might impact my Deed of Easement (attached) for 4516 Outer Loop (AKA 4517 Lambert). I had been in contact with Mr. Baker, Esq. of the Arrington Group last week who said he would be back in touch with me to address my concerns. **At this time he has not.** This gets me particularly concerned about the intent of the Arrington Group and their attorney.

For this reason at the Planning Commission Meeting for Thursday:

I wish a Binding Element to be included in the 19-ZONE-0073 documents which states it will not interfere with my Deed of Easement as it exists. That is, no fence between 4516 and 4514 Outer Loop is allowed, cross-over parking is maintained as are all the other elements in the deed as stated, etc.

The Easement also states that all **subsequent owners of the property 4516 and 4514 Outer Loop will be bound to the easement principles therein.**

The Easement, my original letter to you, and a 2017 survey are attached (due to the Deed of Easement, a fence proposed between the properties in 2017 was disallowed!).

In summary the easement states:

- 1) rights to mutual ingress and egress exist (AKA 4517 Lambert) **now** 4516 Outer Loop with 4514 Outer Loop
- 2) mutual cross-over parking on each others property
- 3) no obstruction to exist between properties to prevent ingress or egress
- 4) mutual shared expenses for upkeep (not been complied with yet by 4514 Outer Loop...(hopefully in Spring))
- 5) for Parking lot of Animal Hospital: (4512 Outer Loop) mutual access for purposes of ingress and egress only. (Exists with a cut-out of curb presently)
- 6) Effect Upon Subsequent Parties: Binding on successors.

I will be attending the Planning Commission Meeting on Thursday at 1 PM.

Thank you!

Bruce Haskell

Bruce S. Haskell, DMD, PhD
Professor (Part-Time), Division of Orthodontics
College of Dentistry
Chandler Medical Center, D406

University of Kentucky
Lexington, Ky 40536-0297

DEED OF RECIPROCAL EASEMENT

THIS DEED OF EASEMENT is made this 14 day of July, 1988, by and among:

**BRUCE HASKELL, D.M.D., and
JOY HASKELL, his wife
4517 Lambert Avenue
Louisville, KY 40218**

("First Parties")

and

**LARRY GORDON PHILLIPS, D.M.D., and
JANICE IRENE PHILLIPS, his wife
4514 Outer Loop
Louisville, KY 40219**

("Second Parties")

WITNESSETH:

WHEREAS, First Parties are the owners in fee simple of the following tract of land located in Jefferson County, Kentucky, hereinafter referred to as the "Haskell tract," and being more particularly described as follows:

4517 Lambert Drive

BEGINNING at a point in the South line of Outer Loop Highway (formerly Robb's Lane), said point being South 47 degrees 35 minutes East 34.46 feet, and South 87 degrees 43 minutes East 500 feet from the Northwesterly corner of the tract conveyed to Colston Real Estate Company, Inc., by deed of record in Deed Book 3952, Page 308, in the Office of the County Clerk of Jefferson County, Kentucky; thence with the South line of Outer Loop Highway, South 87 degrees 43 minutes East 85 feet, and extending back between parallel lines, South 2 degrees 17 minutes West 140 feet. EXCEPTING therefrom so much as was conveyed to Commonwealth of Kentucky of record in Deed Book 4854, Page 158, in the Office of the Clerk aforesaid.

BEING the same property acquired by First Parties by Deed dated 1987, 1987, and recorded in Deed Book 346, Page 346 in the Office of the Clerk aforesaid.

WHEREAS, Second Parties are the owners in fee simple of the following tract of land located in Jefferson County, Kentucky, hereinafter referred to as the "Phillips tract," and being more particularly described as follows:

PAID \$ 800
JAMES W. WALKER, J.C.C.
FEB 14 1988
RECORDED
57683

576807-14-88

4514 Outer Loop

BEGINNING at a point in the South line of Outer Loop Highway (formerly Robb's Lane); said point being South 47 degrees 35 minutes East 34.46 feet and South 87 degrees 43 minutes East 430 feet from the Northwesterly corner of the tract conveyed to Colston Real Estate Company by deed of record in Deed Book 3952 page 308 in the Office of the County Clerk of Jefferson County, Kentucky; thence with the South line of Outer Loop Highway South 87 degrees 43 minutes East 70 feet and extending back between parallel lines South 2 degrees 17 minutes West 140 feet. EXCEPTING therefrom so much as was conveyed to Commonwealth of Kentucky of record in Deed Book 4885, Page 198, in the Office of the Clerk aforesaid.

BRING the same property acquired by Second Parties by deed dated _____ of record in Deed Book 5787, Page 345, in the office of the Clerk aforesaid.

576787-1488

WHEREAS, the Louisville and Jefferson County Planning Commission (the "Commission"), in Docket Nos. 9-109-87 and B-1-88, approved a change in zoning for the Haskell and Phillips tracts from R-4 Residential to OR-1 Office Residential, subject to various binding elements as set forth in the Commission minutes of April 17, 1988, including the requirement of reciprocal access easements between the owners, and said zoning change was approved unanimously by the Jefferson County Fiscal Court on May 10, 1988, in Zoning Ordinance No. 16, Series 1988; and,

WHEREAS, the approved District Development Plan indicates a reciprocal access easement and common parking lot on the Haskell tract and the Phillips tract; and,

WHEREAS, First Parties desire, and Second Parties agree to grant, an easement for the benefit of First Parties for the general use of that portion of the parking lot on the Phillips tract; and

WHEREAS, Second Parties desire, and First Parties agree to grant, an easement for the benefit of Second Parties for the general use of that portion of the parking lot on the Haskell tract; and

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WHEREAS, First Parties agree to grant to Second Parties and Second Parties agree to grant to First Parties, reciprocal access easements for the benefit of both parties for the rights of ingress and egress over and upon the common driveway which is shown and referred to as the "access easement" on the approved District Development Plan, attached hereto as Exhibit "A", (the "Access Easement").

NOW, THEREFORE, for a good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Easements. First Parties hereby grant and convey unto Second Parties, and Second Parties hereby grant and convey unto First Parties, reciprocal easements for the right to use the aforesaid Access Easement for ingress and egress to the parties' respective parking areas, and for no other purpose, as such Access Easement and parking areas are shown on the approved District Development Plan.

2. Parking. First Parties hereby grant and convey to Second Parties an easement for the right to use First Parties' parking area, for the use of parking by Second Parties' invitees, patients, agents, servants, tenants and visitors, and for no other purpose.

Second Parties hereby grant and convey to First Parties an easement for the right to use Second Parties' parking area for the use of parking by First Parties, invitees, patients, agents, easements, tenants and visitors, and for no other purpose.

3. Obstruction. The parties hereto mutually agree that the easement and right-of-way hereby created shall be kept open at all times and that neither of the parties hereto nor their respective heirs, executors, administrators, successors, assigns, agents, servants, tenants, invitees, visitors

or patients, shall permit any vehicle to be parked or any obstruction of any kind to exist in the Access Easement and right-of-way which would prevent or obstruct free ingress and egress to and from the parties' parking areas.

4. Maintenance, Upkeep and Snow Removal. First and Second Parties agree to maintain the common Access Easement to the extent of keeping the surface in good repair, appropriately marked, free of debris, and clear of ice and snow. The costs for said maintenance shall be the expense of both parties, which costs the parties shall equally share. Any damage beyond ordinary wear and tear caused by either of the parties shall be paid for by the party responsible therefore.

5. Construction. The costs for grading, excavating, paving, striping and all other costs for construction of the Access Easement shall be shared equally by the parties. In addition, Second Parties agree to reimburse First Parties for the paving and maintenance costs of a portion of First Parties' parking area equal to two tenths (2/10) of the total amount of said paving and maintenance costs.

6. 4512 Outer Loop. In accordance with the binding elements imposed by the Commission in Docket Nos. 9-109-87 and B-1-88, First and Second Parties hereby agree, that in the event a zoning change or conditional use permit is applied for at 4512 Outer Loop (the tract next to the Phillips tract), and in the event the Commission so requires, First and Second Parties shall grant a vehicular access easement connecting the rear parking area of 4514 Outer Loop (the Phillips tract) with 4512 Outer Loop for the purpose of ingress and egress only, and the parties shall not be required to furnish parking for 4512 Outer Loop or any other tract. Nothing herein shall

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adversely affect the rights of the parties to request compensation for the use or maintenance of the right-of-way or parking areas on either tract.

7. Covenant of Ownership. First and Second Parties respectively covenant that they are the owners of the premises aforementioned and designated as the Haskell tract and Phillips tract and that they have the right, title and capacity to grant the easements granted herein.

8. Effect Upon Subsequent Parties. This Deed of Reciprocal Easement is appurtenant to the tracts hereto and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereto placed their signatures, the day and year first above written.

("First Parties")

Dr. Bruce Haskell
DR. BRUCE HASKELL

Joy Haskell
JOY HASKELL

("Second Parties")

Dr. Larry Gordon Phillips
DR. LARRY GORDON PHILLIPS

Janice Irene Phillips
JANICE IRENE PHILLIPS

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Deed of Reciprocal Easement was acknowledged before me by Dr. Bruce Haskell, First Party, this 4th day of July, 1988.

My commission expires: July 30, 1990

Norman Wilson
Notary Public, State-at-Large,
Kentucky

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STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

The foregoing Deed of Reciprocal Easement was acknowledged before me by Joy Haskell, First Party, this 1st day of July, 1988.

My commission expires: July 30, 1990

Norman W. Olson
Notary Public, State-at-Large,
Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

The foregoing Deed of Reciprocal Easement was acknowledged before me by Dr. Larry Gordon Phillips, Second Party, this 1st day of July, 1988.

My commission expires: July 30, 1990

Norman W. Olson
Notary Public, State-at-Large,
Kentucky

STATE OF KENTUCKY
COUNTY OF JEFFERSON

}
} SS

The foregoing Deed of Reciprocal Easement was acknowledged before me by Janice Irene Phillips, Second Party, this 22nd day of July, 1988.

My commission expires: July 22 1992

Norman W. Graham
Notary Public, State-at-Large,
Kentucky

This Instrument Prepared By:

Norman W. Graham
Norman W. Graham
GREENEBAUM BOONE TREITZ MAGGIOLO
REISZ & BROWN
2700 First National Tower
Louisville, KY 40202
(502) 589-4100

NWG0131

St. Germain, Dante

From: Bruce Haskell <dr.bruce.haskell@gmail.com>
Sent: Thursday, January 16, 2020 5:39 PM
To: St. Germain, Dante; jfinelaw@att.net
Subject: 19-ZONE-0073 Removal of Binding Elements
Attachments: Dante St. Germain.docx

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Dear Ms. St.Germain,

Thank you for speaking with me the other morning and informing me you had told the planners of the Animal hospital Zoning Change, etc. that a fence was not to be put up between my property (4516 Outer Loop) and the adjoining property where we share joint access.

Please see my attached letter.

I have been trying with no success, to get in contact with Mr. John Baker, Esq. for several days now. I have left several messages for him with my phone number for a call me back. No call yet. This gets me nervous as I want to protect my rights and make certain nothing will effect my property (like a fence in a shared access driveway!).

I have contacted my own attorney, Mr. James Fine (see my attached letter for details), on this matter. He said he would also try to reach Mr. Baker.

I plan to attend the netting on 23 January at 1. PM.

Thank you,
Bruce Haskell

Bruce S. Haskell, DMD, PhD
Professor (Part-Time), Division of Orthodontics
College of Dentistry
Chandler Medical Center, D406
University of Kentucky
Lexington, Ky 40536-0297

1/14/2020

Dante St. Germain
Louisville Planning and Design Services
Case # 19-ZONE-0073
(previously)
Case# 17DEVPLAN1119
Metro Development Center
444 S. 5th Street
Louisville, KY 40202

Dear Ms. St. Germain

I am writing concerning the notice of Waiver and Revised Detailed District Development Plan for Subject Property: 4504-4512 Outer Loop and our phone conversation of 8AM 1/14/2020. The Planning Commission meeting Case # 19-ZONE-0073 is at 1:00PM Thursday, January 23rd. I understand from our conversation that there are no plans to restrict access to my property at 4516 Outer Loop with a fence between the property adjoining ours (4514 Outer Loop), and our own property at 4516 Outer Loop (aka: 4517 Lambert).

In 2017 I was horrified to receive a letter from BTM Engineering with a "Notice of Development Application Filed with Planning and Design Services", attempting to remove the binding elements access and binding elements with the property adjoining ours (4514 Outer Loop), and our own property at 4516 outer Loop (aka: 4517 Lambert). I wish the Commission to understand why this should not take place now in 19-ZONE-0073.

To review: The 1988 agreement with 4514 Outer loop, with the previous owners (Larry and Irene Phillips), allowed (required) us both to become zoned OR properties in order to have dental offices at these locations. We have had joint access and cross-over parking since that time. A deed of reciprocal easement exists (# 5787 page 384).

The office at 4516 Outer Loop is for the orthodontist for the group which bought my practice. The cross-over / access is used for all of the patients seen. There are no other options currently available for parking for our patient visits. The group I work with also has a recently renewed the current three year lease in place, with an option for 12 more years of leasehold in three year increments.

I wish to state again for the record; I strongly object to any attempt to remove our current binding elements for cross-over parking and access easement. It would destroy the practice located at my 4516 address, depriving me of my source of income, and rendering the usefulness of this property as was originally envisioned and extensively re-constructed internally and externally to nil. In addition, I would be sued by my tenants as the property could no longer be used as an orthodontic office.

In our phone conversation of 2017, Laura Mattingly assured me that any revision would not be possible without my signature/consent. This was a great relief. I understood I would be contacted when any meeting date is set to try and alter the circumstances of my Deed of Easement, causing me great harm.

As or when you are in contact with the owner, Mr. Arrington and/or his contracting firm, BTM, just for the record, would you please remind him of my past concerns on this issue. When I met with his group at the informational review meeting at the Okolona Library this past Fall 2018, they were very nice and quite accommodating. I was very pleased by their attitude of cooperation. It looks like a beautiful project.

Legal assistance had been engaged in the past to see that my rights would not be broached. Please include my attorney, Mr. James Fine, Esq. in all correspondence and contacts.

James L. Fine Attorney, PLLC
4175 Westport Road, Unit 106
Louisville, KY 40207
502.899.9997
502.899.9967
jfinelaw@att.net
jfine@jameslfine.com

Please also see my new contact address below.

Sincerely and with Thanks,

Bruce Haskell, DMD, PhD
6930 Windham Parkway
Prospect, KY 40059
502-558-7819