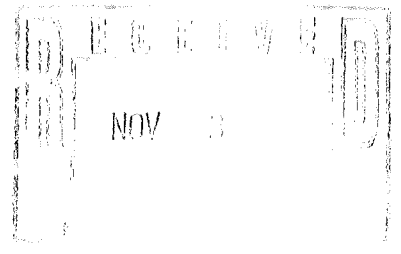


BOARD OF ADJUSTMENT AND ZONING APPEALS ACTION



See Boone County Zoning Regulations

SECTION A (To be completed by applicant)

1. Jurisdiction (Check One)

BOONE X	FLORENCE	WALTON	UNION
---------	----------	--------	-------

2. Type (Check One)

Conditional Use Permit	X
Variance	
Appeal	
Change in Non-Conforming Use	

3. Applicant Information

Applicant's Name	Turkeyridge, LLC
Phone Number	(859) 586-9690
Fax No.	
Applicant's Address	4427 Lizmark Road

City Burlington	State KY	Zip 41005
-----------------	----------	-----------

4. Description of Request

Conditional use permit for hunting and fishing club - limited membership
Copy of membership structure, rules and regulations attached

5. Name of Development

Turkeyridge Hunting & Fishing Club

6. Location of Development

End of Lizmark Road

7. Acreage

Copy of Deed attached

Acreage Under Review	Acres 556.7
----------------------	-------------

8. Lot Information

Lot Number	Name of Subdivision
------------	---------------------

9. Owner Information

Owner of Property	Idlewild Farm, LLC
Phone Number	c/o Jim Dressman (859) 341-1881
Fax No.	(859) 341-4879
Applicant's Address	2701 Turkeyfoot Road

City Crestview Hills	State KY	Zip 41017
----------------------	----------	-----------

10. Proposed Use(s) on Site

Hunting grounds, fishing lake, hunting dog training, clubhouse, bird holding and feeding
--

11. Total Square Footage of Existing and/or Proposed Buildings

Unknown

12. Zoning

Current Zoning on Property	A-1
----------------------------	-----

13. Parcel Information

Deed Book 705	Page No. 264	Group No. 2017 / 2012
---------------	--------------	-----------------------

14. Is the site subject to a zone change?

No X	Yes	If yes, give date of approval
------	-----	-------------------------------

15. Have you submitted a Site Plan with this request?

No	Yes X
----	-------

16. Have you submitted a list of adjoining property owners with this request?

No	Yes X
----	-------

17. I, or we, understand and agree that this application and drawing(s) are being filed in accordance with the Boone County Zoning Regulations.

Applicant's Signature: 
JAMES A. DRESSMAN III, Manager*

Property Owner's Signature: 
JAMES A. DRESSMAN III, Manager*

*of DBL Realty, LLC, Authorized Member of Idlewild Farm, LLC, Sole Member of Turkeyridge, LLC

SECTION B (To be completed by the Boone County Planning Commission Staff)

1. Date Received Fee Received

Month	Day	Year
-------	-----	------

2. Fee Received

No	Yes
----	-----

3. Is application complete?

No	Yes
----	-----

4. Staff Reviewer

--

5. Scheduled Board Action Date

Month	Day	Year
-------	-----	------

6. Board Action:

Approved	Approved with Conditions (See #6) ✓	Denial (See #7)
----------	-------------------------------------	-----------------

7. Conditions of Approval:

Conditions: (1) approval of the septic system and cistern by the Northern Kentucky Independent Health Department for the proposed use in order to ensure that the use is adequately served by the essential facilities. (2) A site plan be reviewed and approved by the Boone County Planning Commission. (3) An official buffer or no shooting zone is established within a 100 yard radius of the adjacent residential structures using an existing road as the boundary. The boundary should be cleared (bush hogged) and clearly marked.

NOTE: See Boone County Planning Commission Fee Schedule for Board of Adjustment Fees.

Site Plan Review is not granted by the appropriate Board of Adjustment.

An application consists of all fees paid in full, submitted drawings and a completed application form.

Send Application To:

Q:\APPS\SHARE\DLE\TURKEYRIDGE\Adjustment & Zoning

STAFF REPORT

APPLICANT: Turkeyridge, LLC
LOCATION: 4427 Lizmark Road, Boone County, Kentucky
ZONING: Agriculture (A-1)
DATE: December 6, 2000

Proposal

The applicants are requesting a Conditional Use Permit to allow a limited membership hunting and fishing club on a 556.7 acre site located at 4427 Lizmark Road, Boone County, Kentucky. The site, zoned Agriculture (A-1), has a thirty (30) acre lake, five (5) ponds, a clubhouse/manager's quarters, garage, three (3) barns (used to house hunting dogs, birds and equipment), a pavilion, and boat dock area. The applicant intends to limit the club to thirty-five (35) members and has been offering hunting, fishing, and hunting dog training to members for approximately one year without a permit. The applicant submitted Exhibits A, B, C, D, and E as part of the application.

Exhibit A – List of adjacent property owners.

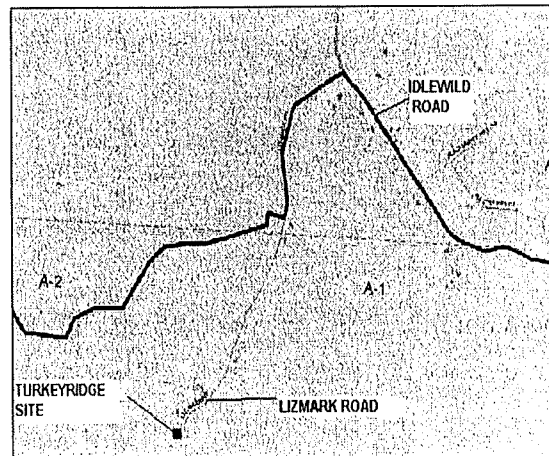
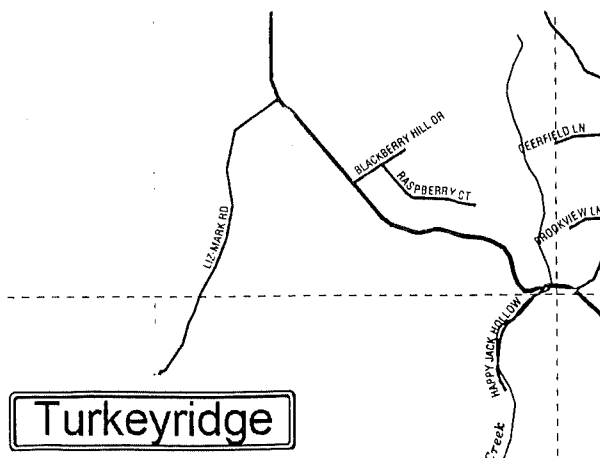
Exhibit B – Property Deed.

Exhibit C – P.V.A. Map

Exhibit D – Turkeyridge Membership Information/Rules and Regulations.

Exhibit E – Site Plan with attached parking lot layout.

Location & Zoning Map



Surrounding Land Uses and Zoning

Most of the property surrounding Turkeyridge is zoned Agriculture (A-1) and is undeveloped or used agriculturally. There are two single family homes located directly adjacent to the northern access point of the property. These homes are also zoned A-1. Also within the vicinity of the proposed use is the Comair Radio Control Club which is zoned A-1.

Applicable Regulations

Article 6, Section 613 of the Boone County Zoning Regulations permits "*Dude ranches, health resorts, ski resorts, hunting grounds, fishing lakes and fishing lake access, indoor and outdoor target ranges and other resorts (Site Plan Review Required)*" as a conditional use in the Agriculture (A-1) district.

Article 31, Section 3188 of the Boone County Zoning Regulations states, "*No use, building, or structure shall be conducted or constructed without the infrastructure to ensure that sufficient water supply and sewage disposal capacity is available to meet the needs of the particular site's users and to protect the environment.*"

The Board should evaluate the applicant's request as it relates to the criteria necessary for granting a Conditional Use Permit stated in Section 262 and Section 1013 of the Boone County Zoning Regulations:

Findings listed in Section 262:

1. Will be harmonious with and in accordance with the general objectives, or with any specific objective of the County's comprehensive plan, a specific corridor plan and/or the zoning order;
2. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and shall not change the essential character of the same area;
3. Will not be hazardous to existing or future neighboring uses;
4. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately such services;
5. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
6. Will not involve uses, activities, process, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, dust, fumes, glare, or odors;
7. Will have vehicular approaches to property which shall be so designated as not to create an interference with traffic on surrounding public thoroughfares.

Article 6, Section 613 of the Boone County Zoning Regulations permits the proposed use as a conditional use in the A-1 district if the proposed facility meets all of the following requirements:

- a. the activity is an integral part of the agricultural use of the land, and the activity is not of scale, nature, or other character which will detract or conflict with the principal purposes of the district; or
- b. the activity is necessary to provide the specified public service and the character of the activity does not overpower, transcend, or conflict with the principal purpose of the district; and

- c. Provided the arrangement of uses, buildings or structures will be compatible with the organization of permitted and accessory uses to be protected in the district.

Staff Concerns/Comments

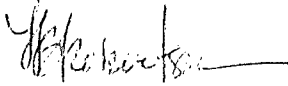
1. The site currently utilizes a cistern and septic system that was designed to provide service to the existing residential structure. However, the capacity of existing water and sewer systems may no longer be sufficient as the house not only continues to serve as a caretakers residence but also as a clubhouse where members (as many as thirty-five (35) people) may bring guests or host parties. In accordance with Article 31, Section 3188 and the findings listed in Article 2, Section 262 of the Boone County Zoning Regulations (BCZR), the Board must ensure that adequate water and sewer facilities are available to the site for the proposed use.
2. As stated in Article 2, Section 262 of the BCZR the Boone County Board of Adjustment must ensure that the proposed conditional use will not involve uses and activities that will be detrimental to persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, dust, fumes, glare or odors in order to make the findings necessary to grant a conditional use permit. At the present time, impacts of this type are concern for existing residential structures located adjacent to the northern portion and primary access point for the property. These homes are situated on the relatively narrow (approx. 15-16 feet wide) access road to Turkeyridge where traffic is likely to increase as a result of the proposed use. In addition, hunting activities can create hazards and increased noise levels that will impact those residing in the area.
3. As part of the conditional use permit application, the applicant submitted two (2) hand drawings depicting existing buildings and parking for the property. It is important to note that review and approval of a site plan is required for this conditional use in accordance with Article 6, Section 613 and Article 30 of the Boone County Zoning Regulations.

Conclusion

KRS 100.237 and Sections 260 and 1013 of the Boone County Zoning Regulations gives the Boone County Board of Adjustment and Zoning Appeals the authority to grant the applicant's request for a Conditional Use Permit to operate a hunting and fishing club in an Agricultural (A-1) district. It is the staff's opinion that the proposed use is generally compatible with the intent of the Boone County Zoning Regulations, will not be incompatible with or detrimental to the existing character of the area, and that the arrangement of uses, and buildings are compatible with those currently allowed in the Agriculture District. However, should the Board of Adjustment decide to approve the conditional use request, it is imperative that the findings listed in Section 262 and 613 of the BCZR can be made in regard to the site being adequately served with water and sewer, and that those aspects of the proposed use which are potentially hazardous (such as increased traffic and the use of guns) to neighboring residential uses be minimized. Therefore, any approval of the request should include:

1. approval of the septic system and cistern by the Northern Kentucky Independent Health Department for the proposed use in order to ensure that the use is adequately served by these essential sanitary facilities.
2. A site plan depicting appropriate buffer yards, landscaping, parking, signage, etc, must be reviewed and approved by the staff of the Boone County Planning Commission in accordance with Article 30 of the Boone County Zoning Regulations.

Respectfully submitted,



Lara B. Robertson, AICP

Attachments

Exhibit A – List of adjacent property owners.

Exhibit B – Property Deed.

Exhibit C – P.V.A. Map

Exhibit D – Turkeyridge Membership Information/Rules and Regulations.

Exhibit E – Site Plan with attached parking lot layout.

LIST OF ADJOINING PROPERTY OWNERS

IDLEWILD FARMS, LLC

ID #	PVA Map #	Owner	Tax Mailing Address	Title Source
24	016.00-00-024.00	Janet D. Smith	50 Smith Drive Prestonburg, KY 41653	DB 643 PG 56 158.1387 Acres
24B	016.00-00-024.02	Charles R. George Marilyn George	4299 Liz-Mark Rd. Burlington, KY 41005	DB 195 PG 114 .896 Acre
19A	016.00-00-019.01	Gerald D. Shell Vicki Shell	4300 Liz-Mark Rd. Burlington, KY 41005	DB 669 PG 216 2.348 Acres
19	016.00-00-019.00	Bergman Bergman	10641 Techwood Cl. Suite 102 Cincinnati, OH 45242	DB 667 PG 122 245.26 Acres
12E	16-12E	David G. Holbrook	7270 Rita Lane Cincinnati, OH 45243	DB 673 PG 203 43.8854 Acres
12D	016.00-00-012.04	Albert G. Holbrook Elizabeth Holbrook	17 Sycamore Florence, KY 41042	DB 673 PG 196 16.0021 Acres
25	16-25	Stephen Burkett Karen Sue Burkett	3906 Ashby Fork Rd. Petersburg, KY 41080	DB 510 PG 32 183.28 Acres
1	026.00-00-001.00	Earl M. Wilson	3506 Cowie Ave. Erlanger, KY 41018	DB 197 PG 246 12 Acres
5	026.00-00-005.00	Jean Sebastian Fields	4301 Akin Lane Burlington, KY 41005	DB 576 PG 243 252.2 Acres
6E	026.00-00-006.05	Arthur Hoff, Jr.	4224 Happy Jack Hollow Burlington, KY 41005	DB 611 PG 282 PT Lot 21 Gaines
6C	026.00-00-006.03	Rose Kathryn Lindsey	346 Terabet Court Edgewood, KY 41017	DB 501 PG 308 2.17 Acres
6F	exempt property	Kenton County Airport Board	Cin/N Ky Int. Airport P.O. Box 752000 Cincinnati, OH 45275- 2000	DB 618 PG 300
6	026.00-00-006.00	Brad L. Slabaugh Donna M. Slabaugh	303 Farmington Dr. Lakeside Park, KY 41017	DB 686 PG 1 PT Lots 20-22 Gaines
8*	026.00-00-008.00	Arlene A. Jones	3688 Akin Lane Burlington, KY 41005	DB 761 PG 162 17.09 Acres

* I don't think this parcel adjoins the subject property, see map.

1998 AUG 17 A 11:06

JERRY W. ROUSE
BOONE COUNTY CLERK
16.00 pd

BOOK 705 PAGE 264

PROPERTY TRANSFER TAX PAID \$1,750.00
JERRY W. ROUSE, CLERK *JWR*

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, DOROTHY W. SCHNEIDER, an unmarried widow, and RONALD SCHNEIDER and MILDRED SCHNEIDER, husband and wife, JUDY SCHNEIDER BLASCHKE and ALBERT BLASCHKE, wife and husband, JUSTIN M. SCHNEIDER, JR. and JUDY SCHNEIDER, husband and wife, GERALDINE SCHNEIDER ZEMBRODT and ANTHONY ZEMBRODT, wife and husband, MARK SCHNEIDER and LINDA SCHNEIDER, husband and wife, and LEE ANN SCHNEIDER KORDENBROCK and BERNARD KORDENBROCK, wife and husband, for and in consideration of \$1.00 and other good and valuable considerations, to them paid by the Grantee, do hereby BARGAIN, SELL AND CONVEY to the Grantee, IDLEWILD FARM, L L C , a Kentucky Limited Liability Company, its successors and assigns forever, the following described Real Estate to wit:

COUNTY OF BOONE
STATE OF KENTUCKY

Actual address: Burlington-Idlewild Road, Burlington, Kentucky

Mailing address of the Grantees: 2020 Madison Avenue, Covington, Kentucky 41014

GROUP NO: 2017
PIDN NO.

See attached Exhibit A which is made a part of this Deed as if fully set out here on.

Being the same property conveyed to the Grantor, Dorothy W. Schneider, and her late husband, Justin M. Schneider, by a deed from Justin M. Schneider and Dorothy W. Schneider dated October 11, 1988 and recorded in Deed Book 394 at Page 232 of the Boone County Clerk's records at Burlington, Kentucky.

RETURN TO *Ritter*

Ⓟ

The said Justin M. Schneider died testate, a resident of Kenton County Kentucky and by his Last Will and Testament duly probated in the Kenton District Court under Case No. 89-P-00232, and a copy of which is recorded in Will Book 44 at Page 199 of the Boone County Clerk's records, the decedent Justin M. Schneider gave his one half undivided interest in the subject real estate to his children and their spouses who are the balance of the Grantor's herein.

Together with all the PRIVILEGES AND APPURTENANCES to the same belonging. TO HAVE AND TO HOLD the same to the said, IDLEWILD FARM, L L C , its successors and assigns forever, with COVENANTS OF GENERAL WARRANTY.

IN WITNESS WHEREOF, the said Grantors, hereunto set their hands this 10th day of August, in the year 1998.

Dorothy Schneider Geraldine Schneider Zembrod
DOROTHY W. SCHNEIDER GERALDINE SCHNEIDER ZEMBRODT

Ronald Schneider Anthony Zembrod
RONALD SCHNEIDER ANTHONY ZEMBRODT

Mildred Schneider Mark Schneider
MILDRED SCHNEIDER MARK SCHNEIDER

Judy Schneider Blaschke Linda Schneider
JUDY SCHNEIDER BLASCHKE LINDA SCHNEIDER

Albert Blaschke Lee Ann Schneider Kordenbrock
ALBERT BLASCHKE LEE ANN SCHNEIDER KORDENBROCK

Justin M. Schneider, Jr Bernard Kordenbrock
JUSTIN M. SCHNEIDER, JR BERNARD KORDENBROCK

Judy Schneider
JUDY SCHNEIDER

STATE OF KENTUCKY
COUNTY OF Kenton

SCT.
The foregoing deed was subscribed, sworn to and acknowledged before me on this 10th day of August, 1998, by the

Grantors, DOROTHY W. SCHNEIDER, an unmarried widow, and RONALD SCHNEIDER and MILDRED SCHNEIDER, husband and wife, JUDY SCHNEIDER BLASCHKE and ALBERT BLASCHKE, wife and husband, JUSTIN M. SCHNEIDER, JR. and JUDY SCHNEIDER, husband and wife, GERALDINE SCHNEIDER ZEMBRODT and ANTHONY ZEMBRODT, wife and husband, MARK SCHNEIDER and LINDA SCHNEIDER, husband and wife, and LEE ANN SCHNEIDER KORDENBROCK and BERNARD KORDENBROCK, wife and husband.

Deanne M. Berger

NOTARY PUBLIC

My commission expires: 3-15-99

The undersigned Grantor and Grantee, pursuant to KRS Chapter 382, certify under oath that the fair cash value is: \$1,750,000.

GRANTOR:
Dorothy W. Schneider
DOROTHY W. SCHNEIDER,
For all grantors.

Name & Address of Grantor:
Dorothy W. Schneider
6352 Taylor Mill Road
Covington, Kentucky 41015

GRANTEE:
IDLEWILD FARM, L.L.C.
BY: *DBL REALTY, LLC, AUTH. MEMBER*
By: *James A. Dressman, Manager*
Name & Address of Grantee:
Idlewild Farm, L L C
2020 Madison Avenue
Covington, Kentucky 41014

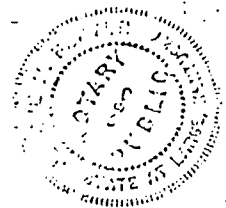
STATE OF KENTUCKY
COUNTY OF Kenton SCT.

The foregoing statement was subscribed and sworn to before me this the 10th day of August 1998 by DOROTHY M. SCHNEIDER, Grantor herein on the 10th day of August, 1998.

Deanne M. Berger

NOTARY PUBLIC

My commission expires: 3-15-99



STATE OF KENTUCKY
COUNTY OF KENNETT SCT.

The foregoing statement was subscribed and sworn to
before me this the 13 day of AUGUST, 1998 by IDLEWOOD FARM,
L L C, BY JAMES A. DRESSMAN, Grantee herein on the 13 day of
AUGUST, 1998. MANAGER OF DBL REALTY, LLC, AUTH. MEMBER

Justin Verst
NOTARY PUBLIC
My commission expires: 8-25-00

I HEREBY CERTIFY THAT THIS
INSTRUMENT HAS BEEN DRAFTED BY:

Justin Verst
JUSTIN D. VERST
Attorney at Law
331 York Street
Newport, Kentucky 41071
Telephone: (606) 491-5843

Exhibit A

CITY OF BURLINGTON COUNTY OF BOONE
 STATE OF KENTUCKY and known as Burlington-Idlewild Road, Burlington, Kentucky
 The mailing address of the grantor: 6352 Taylor Mill Rd., Covington, Kentucky 41015

GROUP NO. 2017

PLAT BOOK _____

Located generally on the South side of the Burlington-Idlewild Road and a farm roadway leading from said road about 3 miles from the town of Burlington and described particularly thus: BEGINNING at a point and gatepost, the intersection of the West line of the farm roadway running along the Northwest side of the old Kreylich farm with the North line of Tract No. 3 of Bernard Gaines' farm tract of _____ acres; thence with said North line of said farm tract N 87 W 435 feet to a point 6 feet South of a 30 inch ash, S 77-30 W 82.6 to a post; thence along a branch S 88-45 W 153 feet, S 82-30 W 63 feet to an 18 Inch Black Walnut, N 46 W 25 feet to a 12 inch Black Walnut, S 77 W 98 feet to a point 6 feet North of a twin Walnut, N 77 W 139 feet to a 24 inch Walnut, N 85 W 109.7 feet to a post, S 67-45 W 245.5 feet to a post, S 40-15 W 238 feet to a stone, S 48-15 E 47.8 to a post, S 29 W 395 feet to a stone, S 43 W 189.4 feet to a stone, S 61 W 117.4 to a post, S 79-30 W 377.4 to a post, S 50 W 247.4 feet to a stone, S 25-30 W 146 feet, S 66-30 W 159 feet, N 81 W 300 feet to a 24 inch Black Walnut, N 69 W 200 feet to a 24 inch Black Walnut, N 78 W 300 feet to a post on the South side of a branch; thence crossing a farm roadway at 2450 feet S 25-30 E 4614.6 feet to a point 2 feet southeast of an 18 inch Black Walnut; thence S 87 E 3018.6 feet to a post; thence S 7 E 240 feet to a point in Double Lick Creek; thence up said creek with the meanders thereof and running for portions of the distance along a farm roadway N 63 E 400.9 feet, N 53 E 119.5 feet, N 16-30 E 203.7 feet, N 50-30 E 223 feet, N 72-30 E 256.4 feet, N 57 E 232.8 feet, N 24-30 E 207.5 feet, N 44-30 E 119.09 feet, N 19 E 436.3 feet, N 630 E 358 feet, N 39 E 416.3 feet, N 22 E 283 feet, N 36 E 127.8 feet to a point Southeast of a stone fence and a branch, said point also being a corner of Tract No. 2 of the Bernard Gaines' Farm; thence up said branch and running with the lines of Tract No. 2 of said Bernard Gaines' Farm N 45 W 298.2 feet N 53-30 W 552 feet to a post, N 72 W 642.5 feet to a post, S 53-33 W 191.3 feet to a post, thence running away from said branch N 28-30 W 298.5 feet, N 38-20 W 600 feet to a point in the center of a gate, N 7-45 W 229.1 feet to a post, N 9-11 W 303.5 feet to a post, N 3-25 W 304.4 feet, N 26 W 502.5 feet to a post, the North corner of Tract No. 2; thence leaving Tract No. 2 N 72 W 189.8 feet to a post, S 83 W 416 feet to a 24 inch Black Walnut tree, N 58-30 W 299 feet, N 70 W 425.4 feet to the place of beginning, containing 557.3 acres.

Also all right, title and interest of the grantor herein into the following described roadway; BEGINNING at the point of beginning of the above description; thence Northeast and East along the existing roadway and the South side of Tract No. 1 of said Bernard Gaines' farm a distance of 2200 feet or sufficient to reach the Burlington-Idlewild Road.

State of Kentucky, County of Boone
 JERRY W. ROUSE, Clerk of the Boone County
 Court, do certify that the foregoing
Deed was, on the 17 day of Aug
19 98, at 11:36 A.M. lodged in my office
 for record, and that it has been duly recorded in
 my said office, together with this and the
 certificate thereon endorsed.
 Given under my hand this 17 day of Aug
19 98

JERRY W. ROUSE, CLERK

By Jerry Rouse P.C.

X 19A 016.00.00-019.00-

215 016.00.00-024.00-





**TURKEYRIDGE
HUNTING AND FISHING
CLUB**

MEMBERSHIP STRUCTURE
MEMBERSHIP APPLICATION
MEMBERSHIP AGREEMENT
GENERAL RULES & REGULATIONS
GUEST RELEASE AND INDEMNIFICATION
MAP

Turkey Ridge Membership Structure

Limited Membership 35 Members

I. Hunting / Fishing Membership \$3,000.00 per year

1. \$500.00 bird credit or 1 guided upland hunt package
bird cost = club cost plus 50% for birds stocked
2. Access to 500 acre bird training area, 15 wild coveys, (no charge)
3. Fishing on ~~30~~ acre lake and five ponds
4. Priority bookings of waterfowl blinds.
5. Use of clubhouse and pavillion for company outings.

II. Hunting Membership \$2,500.00 per year

1. \$500.00 bird credit or 1 guided upland hunt package
2. Access to 500 acre training area, 15 wild coveys, (no charge)
3. Bookings of available waterfowl blinds.
4. Use of clubhouse and pavillion for company outings.

III. Fishing Membership \$1,500.00 per year

1. Access to ~~30~~ acre lake and five ponds.
2. Use of club boats and trolling motors.
3. Use of clubhouse and pavillion for company outings.

Hunt Price List

1. Fully guided upland package: includes guide, dogs, unlimited harvest, bird processing, and lunch.

Party may consist of up to three hunters but only two shooters at a time.

Hunt times 9:30 to 12:00 and 2:00 to 4:30 Cost \$550.00

Unguided Hunts

Hunt Times 9:00am - 12:00pm and 2:00pm-5:00pm

Price per bird stocked, minimum stocking \$100.00

\$500.00 credit, club cost plus 50%

Additional birds, cost plus 100%

Anticipated bird cost for 1999
(Club cost)

Quail	\$3.00
Chukar	\$6.00
Pheasant	\$8.00
Hungarian Partridge	\$8.00

Additional cost

1. Guide/dog fee, am or pm hunt, \$100.00

2. Dog rental, am or pm hunt, \$50.00

3. Bird processing

quail	\$.50
chukar	\$.75
huns	\$.75
pheasant	\$1.00

4. Dog boarding \$7.00 per day
\$150.00 per month

5. Dog work, based on field availability, no cost for members to work their dogs. Pay only for birds harvested.

6. Dog Training, contact Scott Kermicle at 502-484-0023

7. Waterfowl Hunt

- \$50.00 per gun, per half day hunt, (unguided)

- Guide and decoys, \$100.00 per half day hunt

8. Dove Hunt, \$ 50.00 per gun.

9. Driven Shoot, Bird cost plus 50%, divided by # of guns

example: 300 pheasant at \$8.00 = \$2,400.00 X 1.5 = \$3,600.00 div. by 10 guns = \$360.00

Lodging

Turkey Ridge
4427 Lizmark Drive
Burlington, KY 41005
606-586-9690

Membership Application

Name _____

Address _____

Home phone _____, work _____, cell _____

e-mail _____, other _____

Name of spouse _____

Name and age of children _____

Name and phone number of emergency contact _____

Medical conditions _____

Name of dog, _____ age _____ breed _____

Membership Category

1. Upland hunting and fishing YES _____ NO _____

2. Upland hunting YES _____ NO _____

3. Fishing YES _____ NO _____

IN CONSIDERATION of the mutual covenants and agreements stated hereinafter, the CLUB and the MEMBER agree as follows:

1. **TERM:**

- (a) The initial term of this Agreement shall be for one year beginning on October 1, 20____ and ending on September 30, 20____.
- (b) This Agreement shall be automatically renewable for additional terms of one year for the fiscal year of October 1 through September 30 upon payment by the MEMBER and receipt of by the CLUB of all applicable annual dues and prepaid hunt fee, if any and provided that the MEMBER has not in any way breached this Agreement or that the Agreement has in any other way be terminated.

2. **MEMBERSHIP BENEFITS:**

- (a) The CLUB shall provide the MEMBER the services and the Member shall be entitled to the privileges and benefits relating to membership in the CLUB as described on the SCHEDULE OF MEMBERSHIP BENEFITS attached hereto and incorporated by reference for the respective type of membership package selected by the MEMBER.
- (b) After the initial term of this Agreement, the CLUB reserves the right upon at least 30 days written notice to the MEMBER to amend the services provided by the CLUB as shown on SCHEDULE OF MEMBERSHIP BENEFITS for any future renewal term.

3. **FEES:**

- (a) **Initiation Fee:** MEMBER shall immediately upon the execution of this Agreement pay the CLUB a one time initiation fee for each membership package selected net the amount of \$_____.
- (b) **Annual Dues:** MEMBER agrees to pay the CLUB annual membership dues for the applicable amount(s) as shown on the FEE SCHEDULE attached hereto. All annual dues are due and payable on or before October 1 of each year. A ____% penalty will be assessed for dues not received by October 1. Dues not received by November 1 will result in termination of membership.

MEMBERSHIP AGREEMENT

- (c) Activity/Hunt Fees:
- (i) Annual Prepaid Hunt Fee: All members selecting the Full Fishing and Hunting Package shall pay to the CLUB along with and in addition to annual membership dues an annual non-refundable Prepaid Hunt Fee in an amount as shown on the attached FEE SCHEDULE. Upon payment of the Hunt Fee, the MEMBER'S account shall be credited with an amount equal to such fee and thereafter, the cost of any Upland Hunt or Continental hunts incurred by the MEMBER shall be deducted from the MEMBER'S account until such time as the account is depleted. After said account has been depleted, the MEMBER shall pay to the CLUB on the day of any hunt scheduled by the MEMBER the applicable hunt fee in the amount as shown on the then current FEE SCHEDULE for the hunt requested by the MEMBER. In the event a MEMBER fails to fully use his or her annual Hunt Fee credit, the MEMBER shall not be entitled to any refund of the surplus, if any, may not be carried forward to any renewal term.
- (ii) Other Activity Fees: MEMBER agrees to pay the CLUB on the day of any activities scheduled by the MEMBER an activity fee in the amount as shown on the then current FEE SCHEDULE for the specific activity scheduled by the MEMBER.
- (d) Amendment of Fees and Dues: It is expressly understood and agreed by the MEMBER that the Club may upon at least 30 days written notice prior to the end of the initial term or any renewal term of this Agreement amend the FEE SCHEDULE attached hereto, including but not limited to amending annual dues amounts and Activity/Hunt fee amount. Further, MEMBER agrees to pay such amended dues and fees for any applicable renewal term.
4. ASSIGNMENT/TRANSFER: The rights and privileges of a MEMBER are non-transferable and non-assignable. Notwithstanding the foregoing, a Designated Group MEMBER may transfer his or her membership in the Group upon payment of a transfer fee to the CLUB as shown on the FEE SCHEDULE.
5. RULES AND REGULATIONS: MEMBER agrees to abide by the rules

MEMBERSHIP AGREEMENT

and regulation of the CLUB (as attached hereto). The CLUB may from time to time during the initial term or any renewal term of this Agreement, amend the rules and regulations by providing the MEMBER with at least 10 days prior written notice of such amendment. Failure of the MEMBER or any guests of the MEMBER to abide by the rules and regulations of the CLUB may result in termination of membership.

6. **INDEMNITY:** HUNTING, FIREARM USE AND THE OTHER ACTIVITIES CONDUCTED AT THE CLUB ARE INHERENTLY DANGEROUS ACTIVITIES. MEMBERSHIP IN AND USE OF THE CLUB CONSTITUTES ASSUMPTION OF THE RISK BY ALL LOSS OR INJURY RESULTING FROM USE OF CLUB FACILITIES OR PRESENCE AT THE CLUB, INCLUDING BUT NOT LIMITED TO LOSS OR INJURY RESULTING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF CLUB STAFF OR FROM ACTIVITIES IS AT THE SOLE RISK AND LIABILITY OF THE MEMBERS AND OF OTHER PERSON USING THE CLUB FACILITIES. AS A CONDITION OF MEMBERSHIP AND USE OF THE CLUB, MEMBER AND PERSON USING THE CLUB SHALL RELEASE, INDEMNIFY AND DEFEND THE CLUB FROM AND LIABILITY FOR DAMAGES ARISING FROM OR RELATED TO USE OF OR PRESENCE AT THE CLUB AND SHALL EXECUTE ANY AND ALL RELEASE AND INDEMNIFICATION FORMS REQUESTED BY THE CLUB SHALL MAINTAIN ADEQUATE INSURANCE TO COVER THE POTENTIAL LIABILITIES ARISING FROM OR RELATED TO MEMBERSHIP IN AND USE OF THE CLUB.

THE COST OF MEMBERSHIP AND USE OF THE CLUB HAS BEEN DETERMINED ON THE BASIS OF THE FOREGOING CONDITIONS. MEMBERS ARE ADVISED AND ENCOURAGED NOT TO SO , IF THEY DO NOT AGREE TO AND ACCEPT THESE CONDITIONS.

7. **TERMINATION:** The membership of any MEMBER may be terminated by the CLUB without prior notice upon the occurrence of any of the following events:
- (a) Resignation of a MEMBER.
 - (b) Failure of a MEMBER to pay any indebtedness when due.
 - (c) The determination, in the CLUB'S sole desecration that a members conduct, is incompatible with, or could endanger the welfare, interest, or character of the CLUB, or is in violation of the Rules and Regulations of the CLUB.
 - (d) Verbal or physical abuse of CLUB personnel.

MEMBERSHIP AGREEMENT

- (e) Upon termination whether voluntary or involuntary, all amounts due and owing the CLUB shall become immediately due and payable by the MEMBER and the MEMBER shall not be entitled to any refund of any amounts paid to the CLUB for any unused portion of the initial term or any renewal term.
8. **INSURANCE:** The MEMBER shall maintain personal liability insurance containing endorsements adequately covering the MEMBER'S personal liability for the MEMBER'S activities contemplated by this Agreement.
9. **MERGER:** This Agreement expresses the entire understanding and agreement between the CLUB and the MEMBER pertaining to the subject matter hereof and supersedes all prior agreements whether with the CLUB or any predecessor of the CLUB and all understandings, negotiations or discussions of the parties, their agents, employees or representatives, whether oral or written and there are no warranties, representatives or agreements between the parties in connection with the subject matter hereof except for those expressly set forth herein.
10. **MISCELLANEOUS PROVISIONS:**
- (a) No waiver by the CLUB of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- (b) this Agreement shall not be altered, amended, changed, waived, terminated or modified in any respect (except for provisions specifically enumerated where the CLUB can amend independently) unless the same shall be in writing and signed by or on behalf of the CLUB and the MEMBER.
- (c) This Agreement shall be governed by the laws of the State of Kentucky.
- (d) MEMBER acknowledges and understands that this Agreement grants to MEMBER only a license to use the CLUB facilities and take advantage of certain benefits and services provided by the CLUB and in no way conveys to MEMBER any ownership rights in the CLUB or any rights as to the management or operation of the CLUB.

MEMBERSHIP AGREEMENT

TURKEYRIDGE, LLC

By: _____

Its: _____

INDIVIDUAL MEMBER

Signature

Printed Name

GROUP MEMBERSHIP

NAME OF GROUP MEMBERSHIP

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

TURKEYRIDGE, LLC

GUEST RELEASE AND INDEMNIFICATION

The undersigned, fully recognizing and acknowledging the inherently dangerous nature of hunting, the use of firearms and the other activities conducted at Turkeyridge Club, does, hereby forever release the Turkeyridge Club, its affiliates, management, agents, servants, employees and members (hereinafter referred to as the "Club") and other guests, from any and all liability for damages or injuries, bodily or otherwise and any attorneys' fees and litigation costs (collectively "Liabilities"), incurred or suffered by the undersigned arising from or related to the use of the Club facilities and/or presence on the Club premises, including but not limited to Liabilities arising from or related to the negligence, gross negligence or strict liability of the Club and/or other guests.

Further, the undersigned hereby agrees to indemnify, save and hold harmless and defend the Club and other guests from and against any and all Liabilities for which the Club and/or such other guests become liable, arising from or related to any actions or failures to act by, or strict liability of, the undersigned, his or her guests, or jointly by any or all of them, regardless of any contributory negligence, fault or strict liability of the Club and/or other guests.

Further, the undersigned hereby represents and warrants that he or she has in place personal liability insurance containing endorsements adequately covering the guests personal liability for the guest's activities contemplated by this Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ, UNDERSTAND AND AGREES TO THE FOREGOING IN ITS ENTIRETY, ACKNOWLEDGING THAT THE UNDERSIGNED HEREBY RELINQUISHES CERTAIN LEGAL RIGHTS. THE UNDERSIGNED FURTHER AGREES AND UNDERTAKES TO ABIDE BY THE RULES AND REGULATIONS OF THE CLUB. THE COST OF MEMBERSHIP IN AND USE OF THE CLUB HAS BEEN DETERMINED ON THE BASIS OF THIS RELEASE AND INDEMNIFICATION BY THE UNDERSIGNED. THE UNDERSIGNED IS ADVISED AND ENCOURAGED NOT TO USE THE CLUB'S FACILITIES IF HE OR SHE HAS ANY RESERVATIONS OR DISAGREEMENTS WITH THE TERMS HEREOF.

IN WITNESS WHEREOF, the undersigned has executed this Guest Release and Indemnification this _____ day of _____, 19____.

Signature

Name (Print)

Address

()

Telephone

Witness:

By: _____

Name/Title (Print)

TURKEYRIDGE, LLC

GENERAL RULES, REGULATIONS AND POLICIES

1. Consumption of alcoholic beverages on the Club property except in the lounge or other designated areas is strictly prohibited. No person, shall after consuming alcoholic beverages, engage in hunting or fishing activities. No member or guest shall bring alcoholic beverages on the Club premises.
2. No one under the age of 12 may engage in hunting activities unless accompanied by a member.
3. All hunters and fisherman must have a Kentucky hunting or license or the applicable non-resident license.
4. Members are responsible for the observance of the Club's rules and regulations, behavior and charges incurred by family or guests.
5. No guests shall be allowed on the Club premises without prearranged consent from a member.
6. All state and federal hunting and fishing rules and regulations apply to all members, their families and guests and shall be strictly adhered to by members, their family and guests.
7. All guests must sign a disclaimer form releasing the Club from any liabilities that may occur due to accidents or injuries on the club premises.
8. Motor vehicles are permitted on Club premises only on designated roads. Speed limits are to be strictly observed.
9. There shall be a maximum limit of two (2) hunting guests per reserved hunt for those members holding a Hunting Membership.
10. Persons engaged in fishing shall not go into those areas reserved for hunting. Persons engaged in hunting shall not go into those areas reserved for fishing.
11. Cancellation of any activities scheduled by a member must be made at least 48 hours prior to the scheduled captivity. Whenever a cancellation is made without a 48 hour notice and management is unable to fill that slot, the member will be charged in full for the scheduled activity.
12. All members and their guests must strictly adhere to all instructions of Club personnel.
13. At Turkeyridge Club safety is our highest priority. If you are unsure about any safety rules - Ask! Always remember that safety and good sportsmanship go hand - in - hand. Never forget that misuse of a firearm can have consequences that very well might be with someone the rest of their life. Prior to each hunt, hunters must attend a safety seminar with the head guide.
14. Members, family and guests must submit to a safety presentation as may from time to time be provided by management.
15. Activities must be prearranged which shall include but not be limited to hunts, dog training, hiking, biking, fishing and camping. PLEASE, CALL

AHEAD!

16. Everyone who enters a designated hunting area must wear a fluorescent orange item of clothing such as an orange vest (minimum required by law).

HUNTING RULES

1. Reservations must be made 48 hours in advance. All hunts will be supervised by a Club guide. All hunters must check in before and after each hunt.
2. Members and guests may hunt their own dogs for foot hunts. However, for jeep hunts, hunters shall be required to use Club dogs which are especially trained to work from the jeep. Members are responsible for the safety of the Club dogs while shooting over them. In the event a dog is shot, either by a member or a member's guest, the member will be held strictly responsible for the medical expenses and or the replacement cost of the dog should the dog be destroyed.
3. All game birds must be shot in the air. Never shoot a bird on the ground.
4. All guns must remain in the gun room or the locker room. Guns are not to be brought into the restricted Club areas under any circumstances.
5. All members and guests must demonstrate to the management their ability and qualifications to handle firearms prior to entering the field for hunting. All hunters between the ages of 12 and 18 must have successfully completed an approved Hunter Safety Course.
6. No shot larger than #6 shot is to be used on game birds.
7. Each Group Membership will be allowed no more than five (5) group members including their guests per day to hunt on the weekend when Club membership is near capacity. limited to five (5) parties per 1/2 day. For more detailed information contact Club Management.
8. Guests by members are limited to three (3) visits per year.

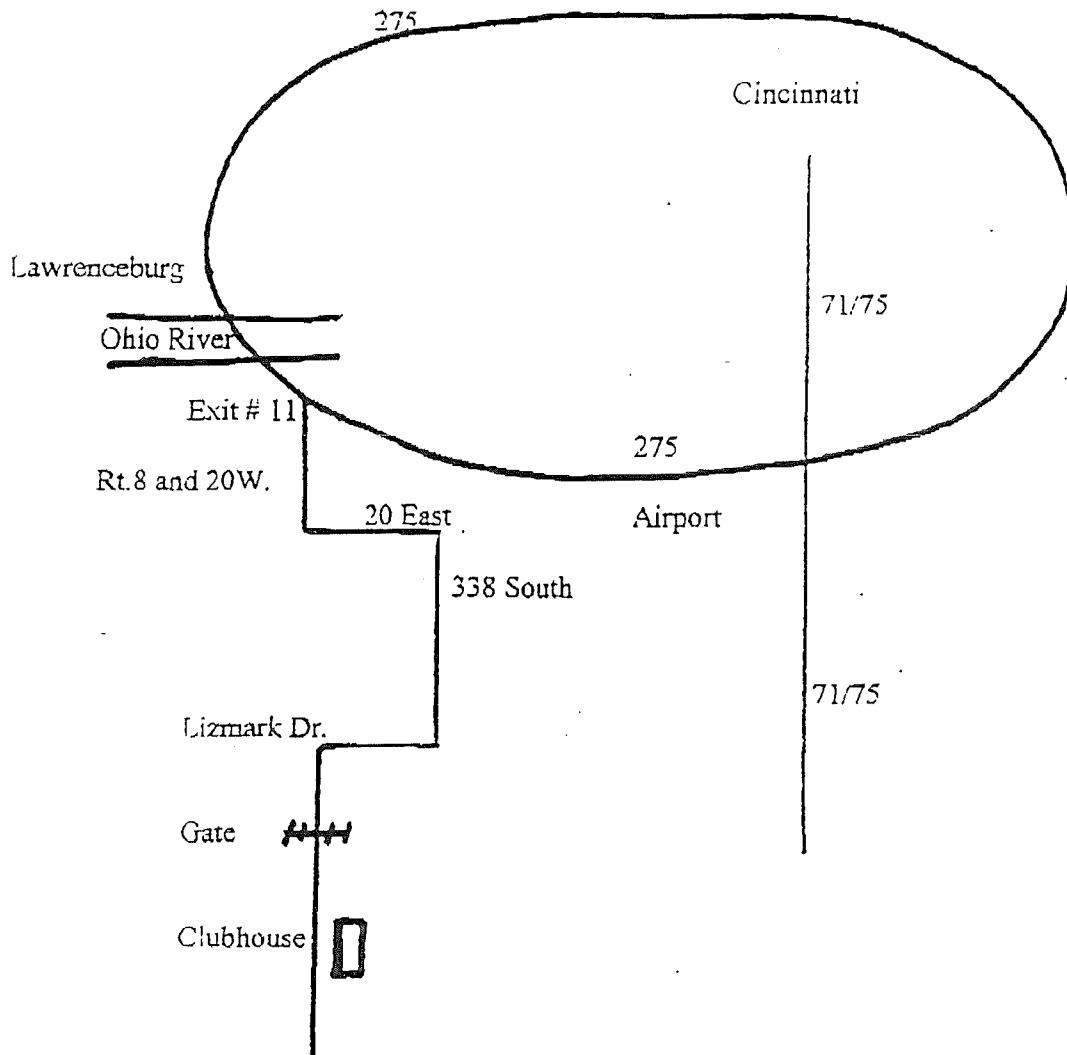
FISHING

1. A 24 hour advance notice must be given for use of the fishing area. Please specify morning or afternoon session.
2. Each individual guest is limited to three (3) visits per year.
3. The rights of other fisherman must be respected at all times. No horseplay or loud noises are permitted in the fishing areas.
4. All members and their guest must check in before fishing and again when finished.

5. All members and their guests must fill out a catch sheet on completion of each outing.
6. Life vests must be worn at all times when using boats.

TURKEYRIDGE, LLC
4427 LIZMARK DRIVE
BURLINGTON, KY 41005
606-586-9690

Directions: 275 to Exit # 11, Rt 8/Rt 20 W. 1 mile, 20 E. 3/10 of a mile, 338 S 1.2 miles,
Lizmark Dr. 4/10 of a mile to gate.



SITE PLAN - TURKEYRIDGE HUNT AND FISH CLUB

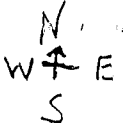
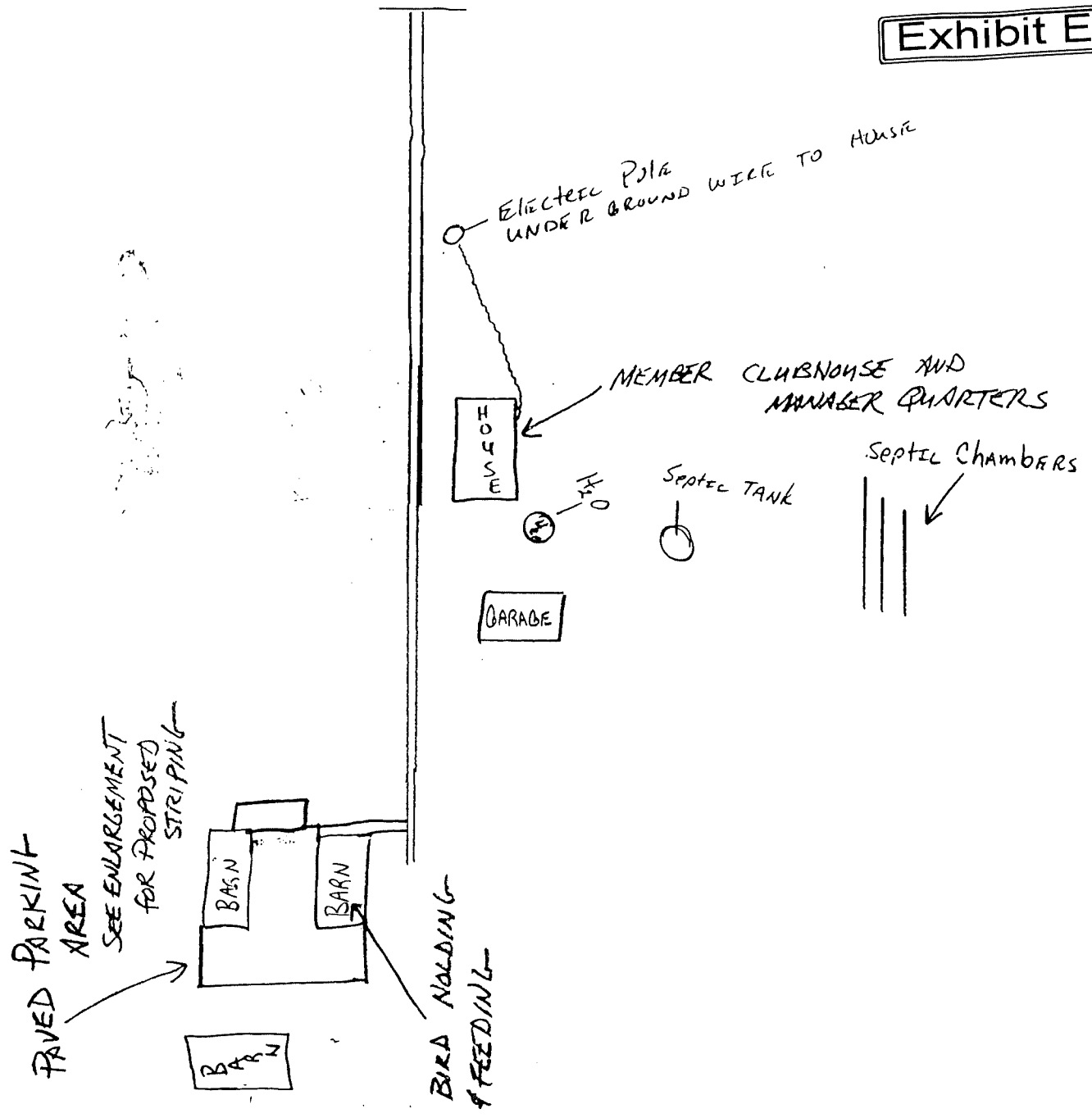


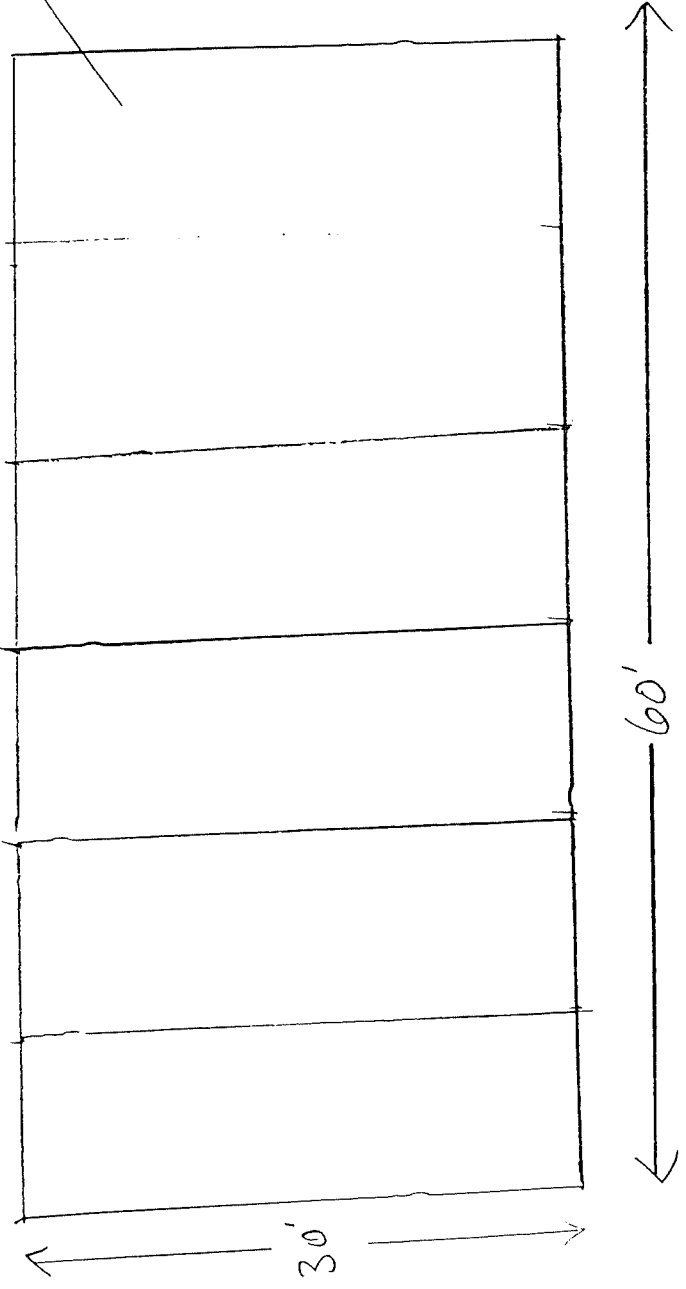
Exhibit E



SITE PLAN - TURKEY RIDGE HUNT AND FISH CLUB

PROPOSED STRIPING OF

PARKING LOT



HANDICAP / VAN

COPY

CLUR #01-BCBOA-005-A

CERTIFICATE OF LAND USE RESTRICTION

1. NAME AND ADDRESS OF PROPERTY OWNER(S)

Idlewild Farm, LLC
c/o Jim Dressman
2701 Turkeyfoot Road
Crestview Hills, KY 41017

2. ADDRESS OF PROPERTY

Lizmark Road
Burlington, KY 41005

3. NAME OF SUBDIVISION OR
DEVELOPMENT (if applicable)

Turkeyridge Hunting & Fishing Club

4. DEED BOOK 705

PAGE NO. 264

GROUP NO. 2017 / 2012

5. TYPE OF RESTRICTION(S) (Check all that apply)

Zoning Map Amendment:
From To

Conditional Use Permit

Development Plan

Conditional Zoning

Subdivision Plat
(Not Recorded)

Other:

Variance

6. NAME AND ADDRESS OF PLANNING COMMISSION, BOARD OF ADJUSTMENT,
LEGISLATIVE BODY OR FISCAL COURT WHICH MAINTAINS THE ORIGINAL
RECORDS CONTAINING THE RESTRICTION

BOONE COUNTY PLANNING COMMISSION
2995 WASHINGTON STREET
BURLINGTON, KENTUCKY 41005


SIGNATURE OF COMPLETING OFFICIAL

Todd K. Morgan, Planner, Zoning Services
Name and Title of Completing Official

COMMONWEALTH OF KENTUCKY

COUNTY OF BOONE


Subscribed, sworn to, and acknowledged before me by Todd K. Morgan on behalf of
the Boone County Planning Commission this 23 day of January, 2001.



Vicki L. Myers
NOTARY PUBLIC, State at Large

My commission Expires:
April 17, 2003

This instrument was prepared for recording purposes only by:



Debbie A. Warning
Boone County Planning Commission
2995 Washington Street
Burlington, Kentucky 41005

NO TITLE EXAMINATION

(Legal Description and source of Title and Group Number furnished by the applicant.)

CONDITIONS OF APPROVAL

The following Conditions of Approval apply to the Conditional Use Permit approved by the Boone County Board of Adjustments and in accordance with the current zoning in effect as of January 10, 2001 Certificate of Land Use Restriction (#01-BCBOA-005-A), for Idlewild Farm, LLC, Property Owner(s).

The following conditions will apply:

1. Approval of the septic system and cistern by the Northern Kentucky Independent Health Department for the proposed use in order to ensure that the use is adequately served by these essential sanitary facilities.
2. A Site Plan depicting appropriate buffer yards, landscaping, parking, signage, etc. must be reviewed and approved by the Staff of the Boone County Planning Commission in accordance with Article 30 of the *Boone County Zoning Regulations*.
3. There is to be a clearly marked NO SHOOTING ZONE around the residential area with a 100 yard radius and it is to be bush hogged and cleared of wildlife cover.

The approved Conditional Use Permit as well as the preceding conditions apply to the property described in:

DEED BOOK 705

PAGE NO. 264

GROUP NO. 2017 / 2012