

CONCEPT DEVELOPMENT PLAN
BOONE COUNTY PLANNING COMMISSION

Seven (7) copies of submitted drawings are required

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

SECTION A: (To be completed by applicant)

- 1. Type of review (check one):
[ ] Concept Development Plan (includes Utilization of an Underlying Zone in a Planned Development)
[X] Change in an Approved Concept Development Plan
[ ] Long Range Planning Committee Review (as stated in the Houston-Donaldson Study)
[ ] Long Range Planning Committee Review (as stated in the Union Town Plan)
[ ] Zone Change Committee Review of previously approved Concept Development Plan Conditions or Zoning Map Amendment Conditions
[ ] Zoning Administrator Review (as stated in the Central Florence Strategic Plan, An Update of the Parkway Corridor Study)
[ ] Zoning Administrator Review (as stated in the Mall Road District Study)
[ ] Zoning Administrator Review (as stated in the I-275/Graves Road Interchange Study)

- 2. Name of Project: Nottingham Flats
3. Location of Project: Sherwood Lakes Drive
4. Total Acreage of Project: 13.59
5. Current Zoning of Property: UR-1/CD
6. Date of previous zoning map amendment or Approved Concept Development Plan (if applicable): 1/19/2009

- 7. Is the site subject to a specialized Land Use Study approved by the Boone County Planning Commission [ ] Yes [X] No
If yes, indicate the name of the study:

- 8. Proposed Use(s) (specify each use):
Multifamily Buildings

- 9. Proposed Building Intensities (specify for each building):
42 units per acre

- 10. Have you submitted a Concept Development Plan: [X] Yes [ ] No

- 11. Are you applying for any of the following (check all that apply):
[ ] Conditional Use Permit [X] Variance

- 12. Current Owner: Sherwood Lakes, LLC

Address: 1252 Goshen Pike
City: Millford OH Zip Code: 45160

Phone Number: 513-703-5668 Fax Number: n/a

Email: crolfes@potterhillhomes.com

- 13. Applicant: SOCA YR Inc

Address: 1244 S Fourth Street  
Louisville KY 40203  
City State Zip Code  
Phone Number: 502-851-7253 Fax Number: 502-634-4737  
Email: rbarr@beaconproperty.com

14. Are there any existing buildings on the site:  Yes  No  
If yes, indicate how many: \_\_\_\_\_
15. 916 & 916 10 & 6 2058 & 2058  
Deed Book Page Number Group Number

16. Have you had a pre-application meeting with the BCPC staff:  Yes  No

17. Have you met or discussed your proposed development with any of the following organizations/agencies (check all that apply):

Prior to construction of improvements, the applicant is recommended to submit copies of the Site Plan to the appropriate organizations/agencies prior to approval by the Boone County Planning Commission.

- |                                                                                                                                                           |                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> Boone County Building Department                                                                                                 | <input checked="" type="checkbox"/> Local Fire District               |
| <input checked="" type="checkbox"/> Boone County Public Works Department                                                                                  | <input checked="" type="checkbox"/> Local School District             |
| <input checked="" type="checkbox"/> Boone County Water District                                                                                           | <input type="checkbox"/> Northern Kentucky Health Department          |
| <input checked="" type="checkbox"/> Cincinnati Bell                                                                                                       | <input type="checkbox"/> Owen Cooperative Electric, Inc.              |
| <input type="checkbox"/> Cincinnati/Northern Kentucky International Airport (Kentucky Airport Zoning Commission for height restrictions near the airport) | <input checked="" type="checkbox"/> Sanitation District No. 1         |
| <input checked="" type="checkbox"/> Duke Energy                                                                                                           | <input type="checkbox"/> USDA NRCS/Boone County Conservation District |
| <input checked="" type="checkbox"/> Florence Public Services Department                                                                                   | <input type="checkbox"/> Other: _____                                 |
| <input type="checkbox"/> Kentucky Division of Water                                                                                                       |                                                                       |
| <input type="checkbox"/> Kentucky Transportation Cabinet                                                                                                  |                                                                       |

18. Concept Development Plan Jurisdiction/Location (check all that apply):  
 Unincorporated Boone  Florence  Walton  Union

19. Waiver of 60 Day Time Requirement by Originator for Final Planning Commission Action:

In accordance with the provisions of KRS 100.211, the applicant(s) and property owner(s) or originator(s) hereby waive the 60 day time limit for the Boone County Planning Commission to take final action on my (our) Zoning Map Amendment/Concept Development Plan application. This time limit waiver is considered effective immediately upon receipt by the Boone County Planning Commission and expires on SEPTEMBER 19 2024

Property Owner's Signature: Carolyn R. DeLoe, Sherwood Lakes, LLC, Managing Member

Applicant's Signature: Travis E. Yates, Exec. Director

SECTION B: (To be completed by Planning Commission staff)

1. Date Received: 7/1/2024 Fee Received: 2219.85 Receipt #: 90824

2. Number of Copies Received: 7

3. Has the following been submitted (check all that apply):

- Completed Application
- Concept Development Plan
- Legal Description
- Names and Mailing Addresses of Adjacent Property Owners

4. Date the application is Administratively Complete (as defined in KRS 100.211): 7-1-2024

5. Staff Reviewer: [Signature]

6. Committee Chairperson: Corrin Gulick

7. Scheduled Public Hearing Date: August 7, 2024

8. Boone County Planning Commission Action: \_\_\_\_\_ Date of Action: September 4, 2024

- \_\_\_\_\_ Approved
- Approved with Conditions
- \_\_\_\_\_ Denial
- \_\_\_\_\_ Other

Boone County Planning Commission  
Boone County Administration Building  
2950 Washington Street, Room 317  
P.O. Box 958  
Burlington, Kentucky 41005  
Phone: 859-334-2196 Fax: 859-334-2264  
[plancom@boonecountyky.org](mailto:plancom@boonecountyky.org)  
[www.boonecountyky.org](http://www.boonecountyky.org)

# EXHIBIT

“A”

## STAFF REPORT

#1

Request of **SOCAYR, Inc., per Travis E. Yates (applicant)** for **Sherwood Lakes, LLC (owner)** for a Change of Concept Development Plan in an Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky. The request is for a Change of Concept Development Plan to allow for the development of one hundred sixty-two (162) unit multi-family complex with on-site amenities.

August 7, 2024

### REQUEST

- A. The request is for a Change in an Approved Concept Development Plan for an approximate 13.6-acre area located at the terminus of Sherwood Lakes Drive and Shiredale Drive. The proposal would allow for the development of a one hundred sixty-two (162) unit multi-family complex with on-site amenities.

The submitted Concept Development Plan and narrative indicate the following improvements and uses:

1. 162 apartment units are proposed to be constructed within three (3) three-story buildings. The apartment mix and estimated rent are as follows:

32, one-bedroom, 1-bath - \$1,100  
82, two-bedroom, 2-bath - \$1,400  
48, three-bedroom, 2-bath - \$1,600.

The proposed building intensity for the 13.6 acres is 11.91 dwelling units per acre.

2. A 3,000-square-foot clubhouse with an exercise area and pool equipment storage.
3. A pool, basketball court, pickleball courts, playground, fire pit/grill area, and walking path are centrally located between buildings 200 and 300.
4. Dumpsters and mail kiosks are shown in multiple locations. A dog park is shown in the northeast corner of the property.
5. 303 parking spaces.
6. Two stormwater basins are shown.

### RELATIVE SITE HISTORY

- 1988 The Boone County Planning Commission and Boone County Fiscal Court approved a Zoning Map Amendment request from Suburban Residential One (SR-1) to Commercial Services (C-3) and Urban Residential One (UR-1) for an approximate 58.27 acre site. The approved Concept Development Plan showed that the UR-1 zone was 48.24 acres in area and contained 24 apartment buildings. Each apartment building was shown with 24 units (576 total units).

- 2006 The Zoning Administrator approved a minor change to the Concept Development Plan to allow ranch-style condominiums. The ranch-style condominium buildings were approved because they have smaller footprints and fewer units than the approved apartment buildings.
- 2006 The Boone County Planning Commission approved a Site Plan to allow the construction of 123 ranch-style condominiums in the rear of Sherwood Lakes Subdivision.
- 2009 The Boone County Planning Commission and Boone County Fiscal Court approved a Change in Approved Concept Development Plan to allow two, three-story apartment buildings, totaling 106 rental units, to be constructed on an approximate 3.3 acre area within Sherwood Lakes Subdivision. The remaining 10.37 acres of the site are to be developed per the August 28, 2006 Site Plan.

#### SITE CHARACTERISTICS

- A. The approximate 13.6-acre area is located at the terminus of Sherwood Lakes Drive and Shiredale Drive.
- B. The site is currently vacant and heavily wooded.
- C. Access to the site is provided by Sherwood Lakes Drive and Shiredale Drive which are private streets.
- D. There is no sidewalk along either Sherwood Lakes Drive or Shiredale Drive.
- E. Water and sanitary sewer mains existing in the development.
- F. Topographically, the site's highest point occurs in the easterly portion of the property at approximately 940 feet in elevation. The site slopes generally towards the west and south from that point.

#### ADJACENT LAND USES AND ZONES

North: Sherwood Lakes Condominiums (UR-1/CD)

South: Single-family Residential (SR-1 & SR-2)

East: Single-family Residential (SR-2)

West: Single-family Residential (SR-1)

#### APPLICABLE REGULATIONS

- A. Section 311 of the Boone County Zoning Regulations states that major amendments to

the terms of an approved Zoning Map Amendment, including a Concept Development Plan, that involve substantial or significant changes in the development concept, uses, intensity, supplemental conditions of approval, or other plan elements of substantive effect must be submitted to the Planning Commission and shall conform to the procedure and as it was originally approved.

- B. Section 906.A of the Boone County Zoning Regulations states that the purpose of the Urban Residential One district is to provide an urban scale, residential environment for smaller family types who do not require or desire the low density attributes to character typical of suburban districts. Housing will consist of the more compact dwelling types. Such districts will be located on suitable lands within established or proposed urban entities with adequate infrastructure (available or proposed) and accessibility to urban activity centers.
- C. Table 5-3 (Section 505.2) of the Boone County Zoning Regulations list multi-family dwelling units as a principally permitted use in the UR-1 zoning district.
- D. Section 906.3 of the Boone County Zoning Regulations states the maximum building intensity in the UR-1 zone shall not exceed twelve (12) dwelling units per acre.
- E. Section 3161 of the Boone County Zoning Regulations states that within the UR-1 Zoning District, Townhouses and multi-family dwellings may be developed at a density not to exceed twelve (12) dwelling units per acre. No building shall exceed forty-five (45) feet in height. Detached single-family dwellings, duplexes, and patio houses shall follow the dimensional standards outlined in Table 31-1. All townhouse and multi-family structures shall maintain a thirty (30) foot front yard setback, thirty (30) foot rear yard setback, and a minimum five (5) foot side yard setback with a combined total of both side yard setbacks being at least fifteen (15) feet. All townhouses, multi-family, or accessory structures must maintain a minimum thirty (30) foot setback from all property lines of adjacent property not included as part of the townhouse or multi-family development as approved.
- F. Section 3325 of the Boone County Zoning Regulations provides the following off-street parking criteria:

- Multi-family Dwelling types: efficiency & one bedroom – 1.5 spaces per unit
  - 32 one-bedroom units – 48 parking spaces required
- Multi-family Dwelling types: two or more bedrooms – 2.0 spaces per unit
  - 130 multi-bedroom units – 260 parking spaces required

Based on the Zoning Regulations, 308 parking spaces are required. The plan shows 303 parking spaces being proposed.

- G. Section 3645, Table 36-1 indicates the buffer yard which is required when one zoning district adjoins another zoning district. A 10 foot wide, Buffer Yard A is required along the northern boundary of the site. A 60 foot wide, Buffer Yard C is required along the east, south, and western boundary lines of the site. Buffer Yard C requires that evergreen trees are utilized.

RELATIONSHIP TO COMPREHENSIVE PLAN

- A. The Our Boone County Plan 2040 Future Land Use Plan designates the site for “Urban Density Residential” uses, which is described as attached housing, generally condominiums or apartments, of over 8 dwelling units per acre.
- B. The following Our Boone County Plan 2040 Goals and Objectives apply to this application:
1. Land uses and zoning decisions shall strive to balance the rights of landowners with the rights of neighbors and the community (Overall Goal A, Objective 4).
  2. Promote quality of life amenities to retain current residents and attract new residents in order to have a stable and diversified population (Demographics Goal A, Objective 3).
  3. Provide appropriate services, housing, employment, and shopping opportunities in order to meet the needs of the population in all geographic areas of the County (Demographics Goal A, Objective 4).
  4. A broad range of housing opportunities shall be provided to meet the needs and desires of all household types and shall be balanced with affordability, employment centers, commercial areas, and educational needs (Demographics Goal B, Objective 1).
  5. Residential developments shall be evaluated for impact on infrastructure, environment, health and safety considerations, buffering, and design with secondary consideration given to dwelling unit type and density (Demographics Goal B, Objective 4).
  6. Residential developments shall be encouraged to plan and build in a manner compatible with the general housing density and design planned for the area, with the existing conditions of the site, and significant site features (Demographics Goal B, Objective 8).
  7. Housing development shall be phased to coordinate with the provision of infrastructure, services, & education facilities (Demographics Goal, Objective 9).
  8. Development shall attempt to utilize existing topography and vegetation (including mature trees where possible) and preserve the existing character of the land where practical (Environment Goal A, Objective 7).
  9. Priority shall be given towards maintaining, protecting, and improving the capacity and safety of the existing road system across jurisdictions (Transportation, Goal A, Objective 1).
  10. Inefficiencies in the transportation network, including road condition, intersection improvements, and signal enhancements shall be identified and addressed (Transportation, Goal B, Objective 3).
  11. New land development shall be closely coordinated with the local transportation system to assure efficiency and continuity within Boone County and with the regional multi-modal transportation system (Transportation, Goal B, Objective 9).
  12. Traffic Impact Analysis should be used as a tool to address impacts to the existing transportation system (Transportation, Goal C, Objective 3).
- C. The following passages from Our Boone County, Plan 2040 relate to the request:
1. Boone County’s steady and strong population growth is anticipated to continue

through the year 2040. During this time, it is imperative that the most recent population trends, estimates, and demographic makeup of Boone County's residents are gathered and analyzed in order to properly identify their needs and meet them through orderly growth. By understanding the demographic components of the population, adequate housing opportunities can be properly planned for and provided. (Demographics, Conclusions and Recommendations, page 19).

2. Constant monitoring and analyzing the demographics of a population will give understanding as to the needs of the residents of Boone County. By doing this, the possibility of inadvertently discriminating against or not meeting the needs of any segment of the population is avoided as it becomes more diverse racially and ethnically. It is clear that Boone County's population will continue to grow older. Therefore, appropriate housing must be provided for the growing elderly population near transit, commercial areas, and public facilities and be consistent with the desires of that segment of the population. This can be addressed by providing multi-family dwellings such as apartments, condominiums, assisted living complexes, and even smaller 1-story single family homes or "granny flat" accessory units to single family homes (Demographics, Conclusions and Recommendations, Identifying the Needs of the Population, pg. 20).
3. New residential development, regardless of the type, should be evaluated for its impact on the county's existing infrastructure and natural environment to ensure that it fits in with existing surrounding development through proper buffering and design. High density developments should be close to thoroughfares and urban services and be sensitively developed in terms of building height, setbacks, mass, and visual impact. A variety of housing opportunities within the established urban (and suburban) areas of Boone County would encourage mixing of different income levels. Most new construction of typical single-family housing should be encouraged to occur within undeveloped areas within the established suburban portion of the county in order to take advantage of existing infrastructure and services already in place and avoid placing strain on the more rural transportation network in the undeveloped portions of the county. Consideration must be given to existing conditions that may affect new development in established areas such as adjoining land uses and proximity to the Cincinnati-Northern Kentucky International Airport where commerce and airplane noise may be an issue. (Demographics, Conclusions and Recommendations, Housing Types & Locations, pg. 20).
4. The demand for more affordable residences, generated by the commercial and industrial employment growth centers, has resulted in the development of many new condominium and apartment complexes. However, attempts at more affordable new construction single-family or apartment developments are often met with localized resistance from the public. Creative site design and architecture can help overcome some of this opposition. Clustered housing or Open Space Subdivisions shall be promoted (via density bonuses) as they enable the development industry and local government to address density concerns and strengthen the sense of community, as well as meet the housing demands of a changing population. Mixed-use, planned developments that can provide a mix of housing options, commercial opportunities, offices, public uses, recreational uses, and multiple transportation options (i.e. transit, pedestrian, park-and-ride) could be one strategy for meeting this demand for

higher density. Areas of employment growth in Boone County should experience development pressure for housing options relative in affordability to the jobs and shopping opportunities being created in the area (Demographics, Conclusions & Recommendations, Affordability, pg. 21).

R-09-004-A CHANGE IN APPROVED CONCEPT DEVELOPMENT PLAN

- A. The Change in Approved Concept Development Plan, part of the site in question, allowed two, three-story apartment buildings, totaling 106 rental units in addition to the previously approved residential condominiums.
- B. The following, applicable condition was adopted as part of the Change in Concept Plan approval:
  - 1. A written copy of the Sherwood Lakes Homeowners Association action or agreement allowing the proposed apartments shall be furnished to the Boone County Planning Commission when a Major Site Plan application is submitted for review.

STAFF COMMENTS

- A. The residential section of Sherwood Lakes, which includes the subject site, proposed the following intensities:

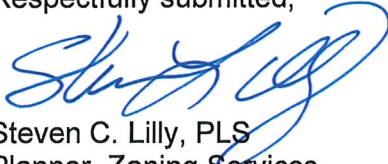
1988	576 proposed units – 11.94 dwelling units per acre
2009	546 proposed units – 11.39 dwelling units per acre
Current	528 proposed units – 10.95 dwelling units per acre
- B. The submitted Concept Plan does not include exterior lighting or a landscaping plan. The submitted plan does indicate that a significant amount of existing vegetation will be retained, but may not include the required evergreen plantings as required for a Buffer Yard C. A full evaluation of proposed lighting and landscaping will need to be done when a Major Site Plan is submitted.
- C. Staff would recommend a re-evaluation of the parking for each of the proposed buildings. In particular, Building 100 and along the east wing of Building 300 seem to have insufficient parking to accommodate the proposed units.
- D. Section 3313 of the Boone County Zoning Regulations states that where buildings have multiple entrances with adjacent parking, accessible parking spaces shall be dispersed and located near the accessible entrances. The plan shows the ADA spaces clustered near a single entrance to the building. Staff would like to see the ADA parking spaces redistributed accordingly to serve the different entrances.
- E. The applicant has supplied a few conceptual building elevations. Staff would like the applicant to discuss the building materials and colors for the proposed units.
- F. The plan notes that Shiredale Drive will be a "Fire Access Connection". Staff would like the applicant to explain the intent of the notation.

- G. Staff sent an agency email to the Boone County Building Department, Boone County Public Works, Boone County Water District, SD1, Florence Fire/EMS, and the Boone County School District.
1. SD1 commented that a Land Disturbance Permit will need to be applied for and obtained. A Reservation of Capacity application and the proper connection permit will need to be applied for and approved.
  2. Boone County Water District stated that the developer will need to acquire easements from Berry Path Ct. (best option), Vineyard Ct. or Remy Ln., for water main extension to supply a master meter to provide water service to the new development.

CONCLUSION

This request needs to be evaluated by the Boone County Planning Commission and Boone Fiscal Court in terms of Articles 3 of the Boone County Zoning Regulations, the appropriate planning documents noted herein, and the potential impacts on existing and planned uses in the area.

Respectfully submitted,



Steven C. Lilly, PLS  
Planner, Zoning Services

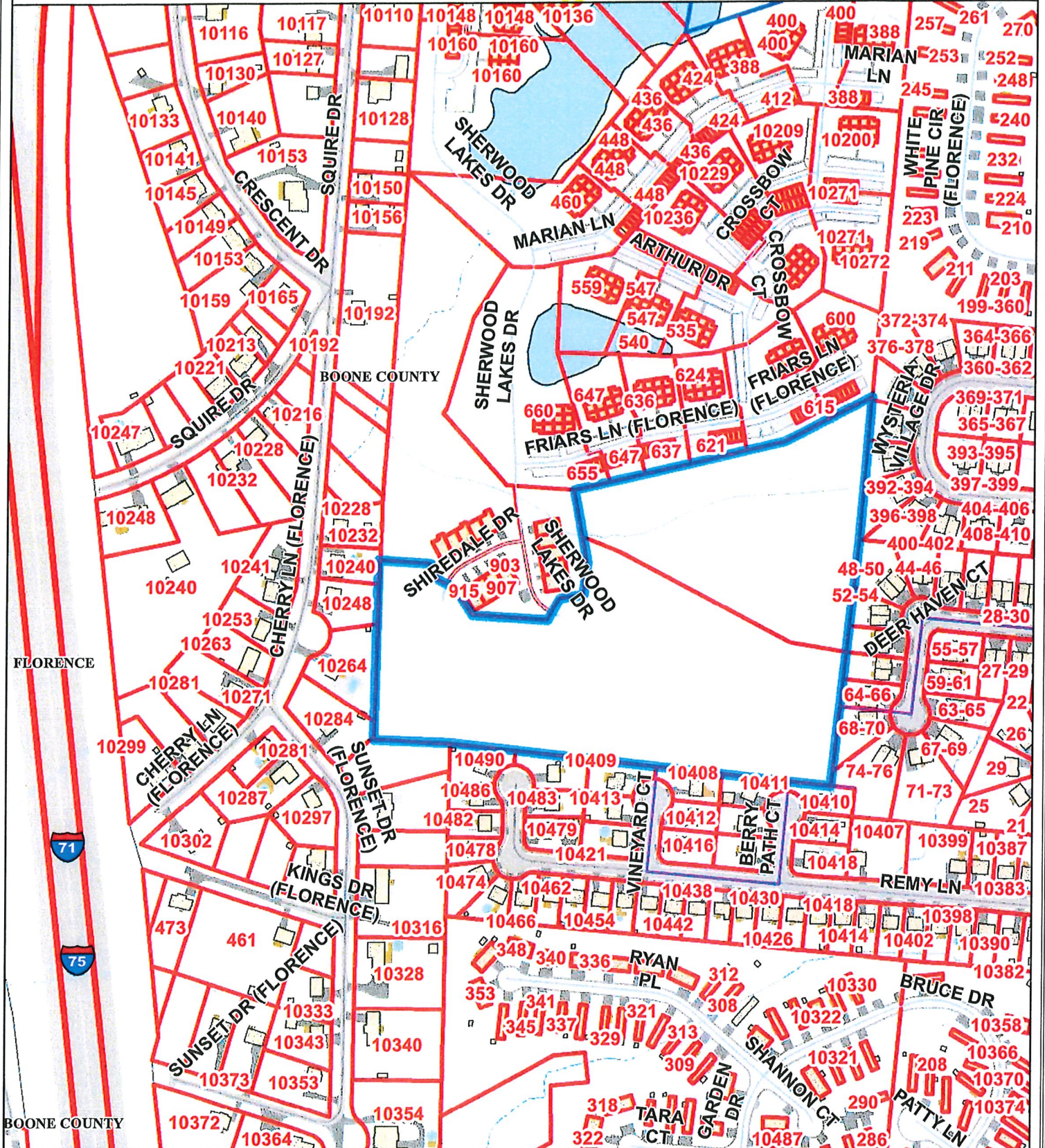
SCL/ss

Attachments:

- \*Vicinity Map
- \*Aerial Map
- \*Topographic Map
- \*Zoning Map
- \*2040 Future Land Use Map
- \*Existing Concept Plan Lot Layout
- \*Application
- \*Project Narrative
- \*Concept Development Plan
- \*Concept Building Elevations

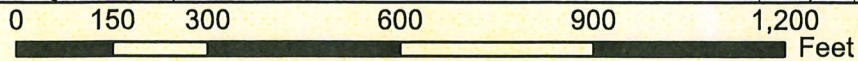
# Vicinity Map

[www.boonecountygis.com](http://www.boonecountygis.com)



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Data used to create this map were compiled from sources that comply with National Map Accuracy Standards. Boone County GIS extends no warranty with respect to the accuracy or content of the information provided by this map. This map should be used for general planning purposes only.



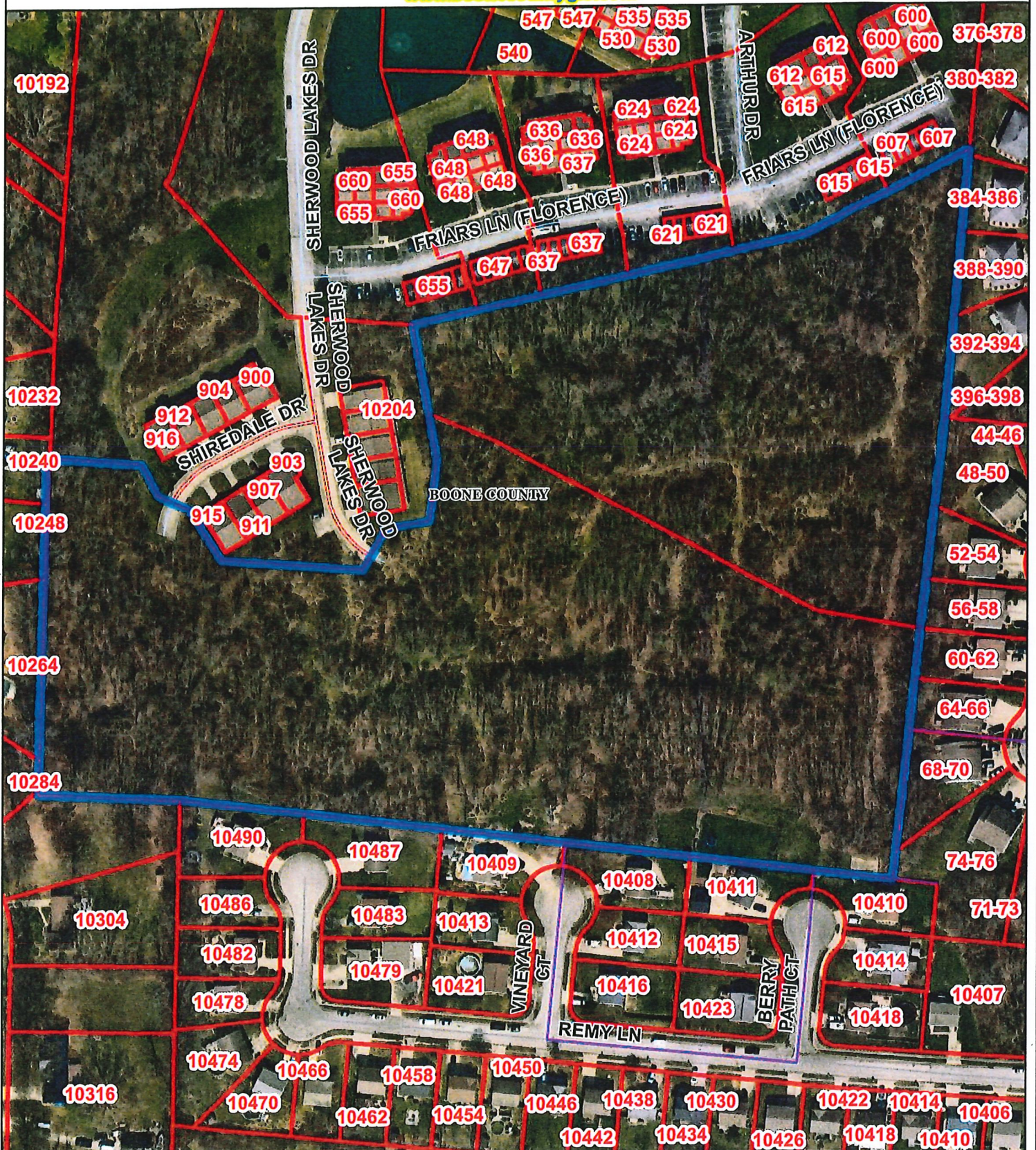
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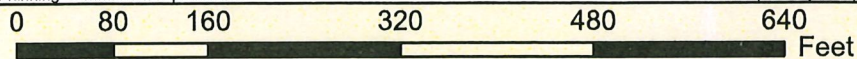
# Aerial Map

[www.boonecountygis.com](http://www.boonecountygis.com)



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1 inch = 160 feet



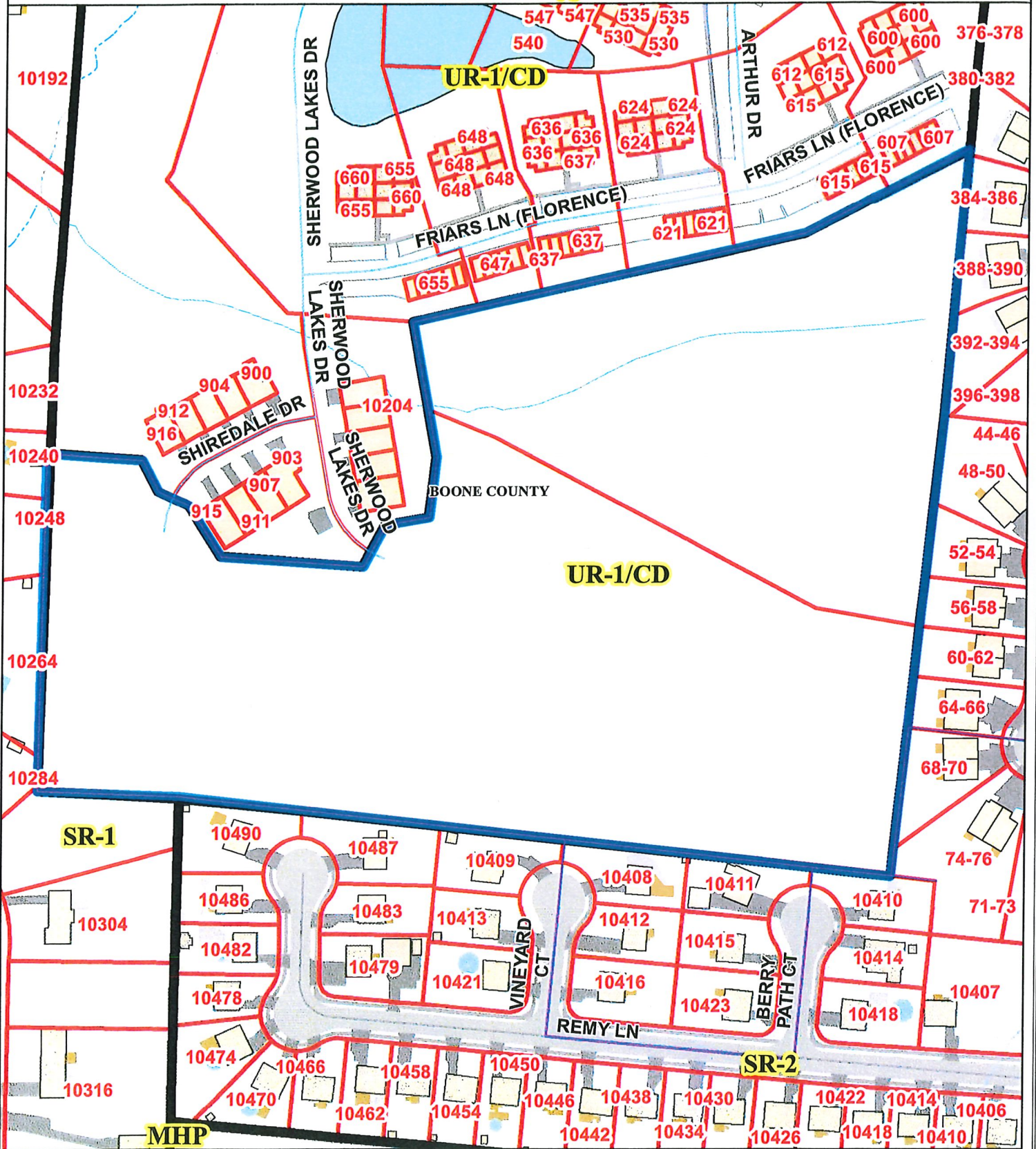
**Boone County GIS - Putting Northern Kentucky on the Map**

Boone County GIS  
ArcMap Document: \*.mxd



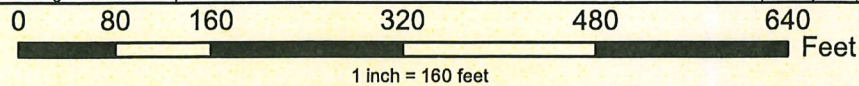
# Zoning Map

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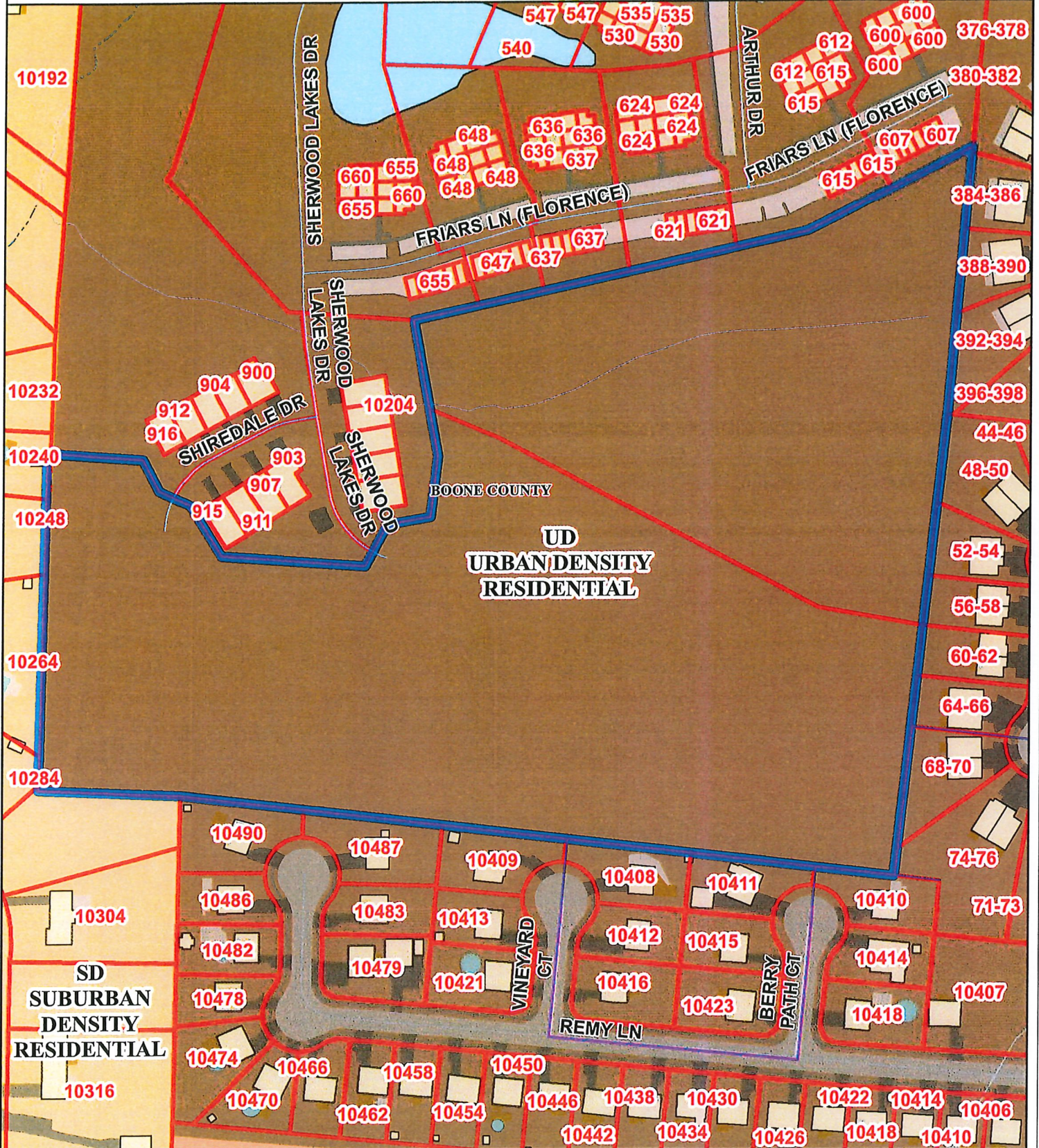


**Boone County GIS - Putting Northern Kentucky on the Map**

Boone County GIS  
ArcMap Document: \*mxd

# 2040 Future Land Use Map

[www.boonecountygis.com](http://www.boonecountygis.com)

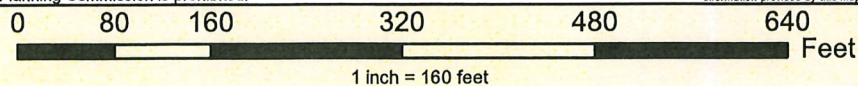


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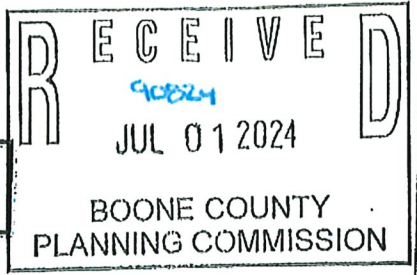
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**Bo**



State Plane North of South 843 1183  
ArcMap Document: \*.mxd



**CONCEPT DEVELOPMENT PLAN  
BOONE COUNTY PLANNING COMMISSION**

Seven (7) copies of submitted drawings are required

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 If yes, indicate the name of the study: \_\_\_\_\_

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~~Multifamily Buildings~~ \_\_\_\_\_

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~~12 units per acre~~ \_\_\_\_\_

10. Have you submitted a Concept Development Plan:  Yes  No

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 Conditional Use Permit  Variance

12. Current Owner: Sherwood Lakes, LLC

Address: 1252 Goshen Pike

Millford OH 45160  
 City State Zip Code

Phone Number: 513-703-5668 Fax Number: n/a

Email: crofles@pollerhillhomes.com

13. Applicant: SOCAYR Inc

Address: 1244 S Fourth Street  
Louisville KY 40203  
City State Zip Code  
Phone Number: 502-851-7253 Fax Number: 502-634-4737  
Email: rbarr@beaconproperty.com

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2 916 2 6 2 2058  
Deed Book Page Number Group Number

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- |                                                                                                                                                           |                                                                       |
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| <input type="checkbox"/> Boone County Building Department                                                                                                 | <input checked="" type="checkbox"/> Local Fire District               |
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 Unincorporated Boone  Florence  Walton  Union

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Property Owner's Signature:

Carolyn R. DeLoe, Sherwood Lakes, LLC  
Managing Member

Applicant's Signature:

Travis E. Yates  
TRAVIS E. YATES, Exec. Director

Dear Mr. Schwartz,

Please find attached the required zoning application for a change in an Approved Concept Development Plan.

SOCAYR Inc and Beacon is delighted to express our interest in developing high quality housing in Boone County. We are a real estate development company and property management company located in Louisville KY. We are proposing to develop a 162-unit apartment community in Boone County, off Mt. Zion Rd and Sherwood Lakes Rd. The site is just outside the City Limits of Florence. The proposed project will include 3 residential buildings and a club house. The development will offer amenities such as a swimming pool, sports courts for basketball, pickleball, barbeque stations, dog park and a walking trail. The unit make up proposed will be 42 one bedroom, one bath, 86 two bedroom, 2 baths, and 42 three bedroom, 2 baths. The estimated rents will be One bedroom = \$1100, Two bedroom = \$1400 and Three bedroom = \$1600. The development will be aesthetically pleasing, being constructed with all brick and cement board siding. This project will be developed as part of a collaboration between SOCAYR Inc., Beacon and Kentucky Housing Corporation using 4 percent bond allocation. We are excited about the opportunity to bring high quality workforce housing to your County to help address the housing shortage, the total investment will be \$48 million dollars. We always use local companies and suppliers to develop our communities where there is capacity and reputable groups. We are long-term owners and operators and do not develop communities with the intention of selling. SOCAYR Inc is a not-for-profit entity whose mission is to develop, acquire and rehab high quality, safe, decent and affordable housing. SOCAYR Inc. was established in 1999 and received the not-for-profit status in 2001. SOCAYR Inc, has developed and/or rehabbed approximately 2,000 units over the last 10 years. Beacon will be the management company for the development, Beacon currently manages 95 communities with 6,500 units across 5 states (KY, IN, TN, IL & MO).

We are asking for a change to the current Concept Development Plan to allow the development to proceed. Under the current CD Plan, zoning would allow up to ~192 units over the 13.49 acres. Our Plan would reduce the density by 30 units, allowing more green space and forested areas to remain as well as increasing the required zoning set backs etc to reduce any impact on neighboring properties

If you should have any questions or concerns, please feel free to contact me at 502.851.7253

Sincerely,

  
Rob Barr

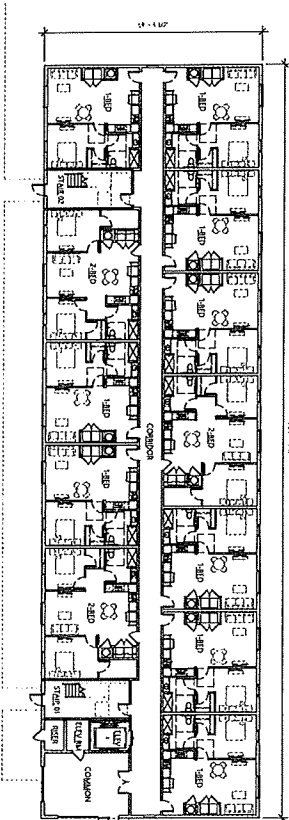




01  
A211

BUILDING 100 COMPOSITE FIRST FLOOR PLAN

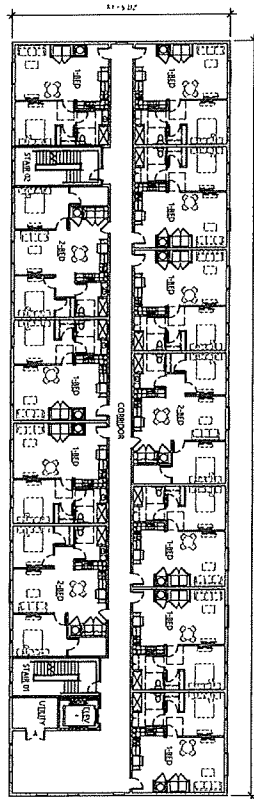
1/8" = 1'-0"



02  
A211

BUILDING 100 COMPOSITE SECOND FLOOR PLAN

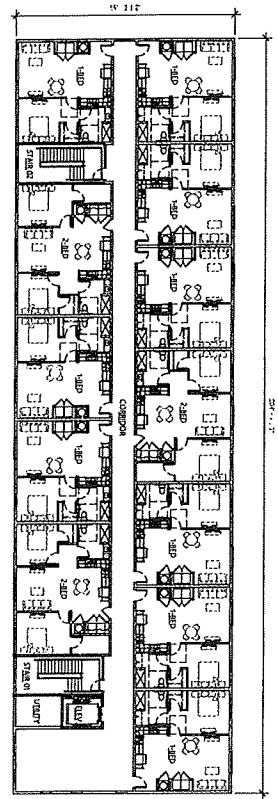
1/8" = 1'-0"



03  
A211

BUILDING 100 COMPOSITE THIRD FLOOR PLAN

1/8" = 1'-0"



**PLAN LEGEND**

NO. 202	202020	202020	202020	202020
NO. 203	203020	203020	203020	203020
NO. 204	204020	204020	204020	204020
NO. 205	205020	205020	205020	205020
NO. 206	206020	206020	206020	206020
NO. 207	207020	207020	207020	207020
NO. 208	208020	208020	208020	208020
NO. 209	209020	209020	209020	209020
NO. 210	210020	210020	210020	210020
NO. 211	211020	211020	211020	211020
NO. 212	212020	212020	212020	212020
NO. 213	213020	213020	213020	213020
NO. 214	214020	214020	214020	214020
NO. 215	215020	215020	215020	215020
NO. 216	216020	216020	216020	216020
NO. 217	217020	217020	217020	217020
NO. 218	218020	218020	218020	218020
NO. 219	219020	219020	219020	219020
NO. 220	220020	220020	220020	220020

**GENERAL FLOOR PLAN NOTES**

1. REFER TO GENERAL NOTES AND SPECIFICATIONS FOR COMPLETE LISTING OF GENERAL NOTES AND COMMENTS.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. ALL WALLS ARE 12\"/>

**SUPPLEMENTAL REFERENCE DIRECTORY**

1. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

2. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

3. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

4. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

5. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

6. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

7. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

8. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

9. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

10. ARCHITECTURAL RECORDS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202

A211

DATE	06.27.2024
REVISION	
BY	
CHECKED	

BUILDING 100 COMPOSITE  
FLOOR PLANS  
10210 Sherwood Lakes Drive,  
Florence, KY

**WORK**  
ARCHITECTURE + DESIGN  
1000 N. 10TH ST., SUITE 100, DENVER, CO 80202  
303.733.8888



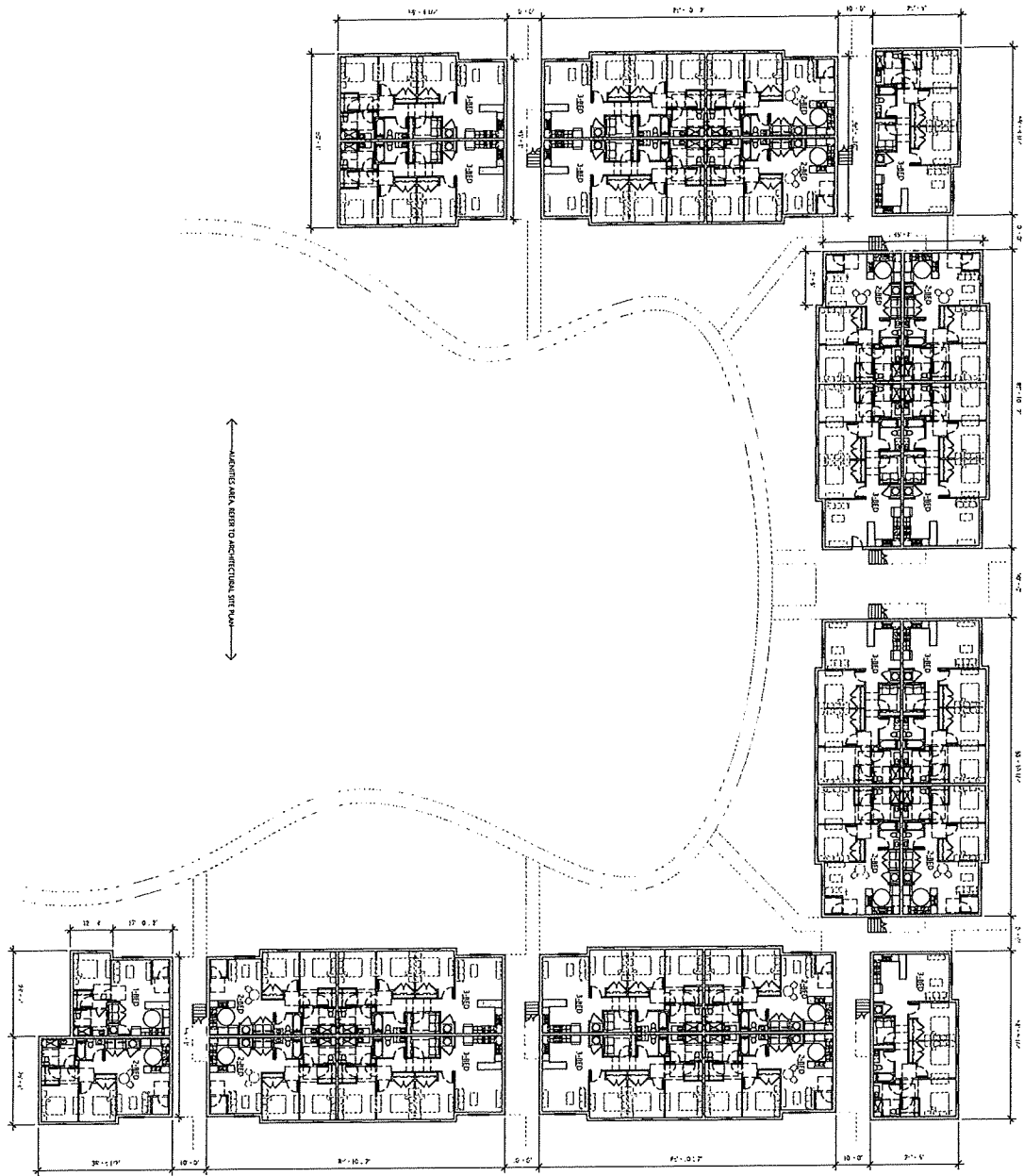






01  
A216

BUILDING 300 COMPOSITE FIRST FLOOR PLAN  
1/8" = 1'-0"



← ADMIN. AREA, REFER TO ARCHITECTURAL SITE PLAN →

**PLAN LEGEND**

○	NO. 100	CEILING	100	NO. 100	CEILING
○	NO. 200	CEILING	200	NO. 200	CEILING
○	NO. 300	CEILING	300	NO. 300	CEILING
○	NO. 400	CEILING	400	NO. 400	CEILING
○	NO. 500	CEILING	500	NO. 500	CEILING
○	NO. 600	CEILING	600	NO. 600	CEILING
○	NO. 700	CEILING	700	NO. 700	CEILING
○	NO. 800	CEILING	800	NO. 800	CEILING
○	NO. 900	CEILING	900	NO. 900	CEILING
○	NO. 1000	CEILING	1000	NO. 1000	CEILING

**GENERAL FLOOR PLAN NOTES**

1. REFER TO GENERAL PROJECT NOTES SHEETS FOR COMPLETE LISTING OF GENERAL NOTES AND CONVENTIONS.

2. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN METERS.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

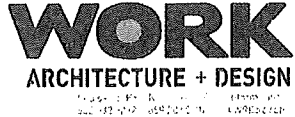
9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

A216

DATE	06.27.2024
SUBMISSION	
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DATE	
BY	

BUILDING 300 - COMPOSITE  
FIRST FLOOR PLAN  
10210 Sherwood Lakes Drive,  
Florence, KY





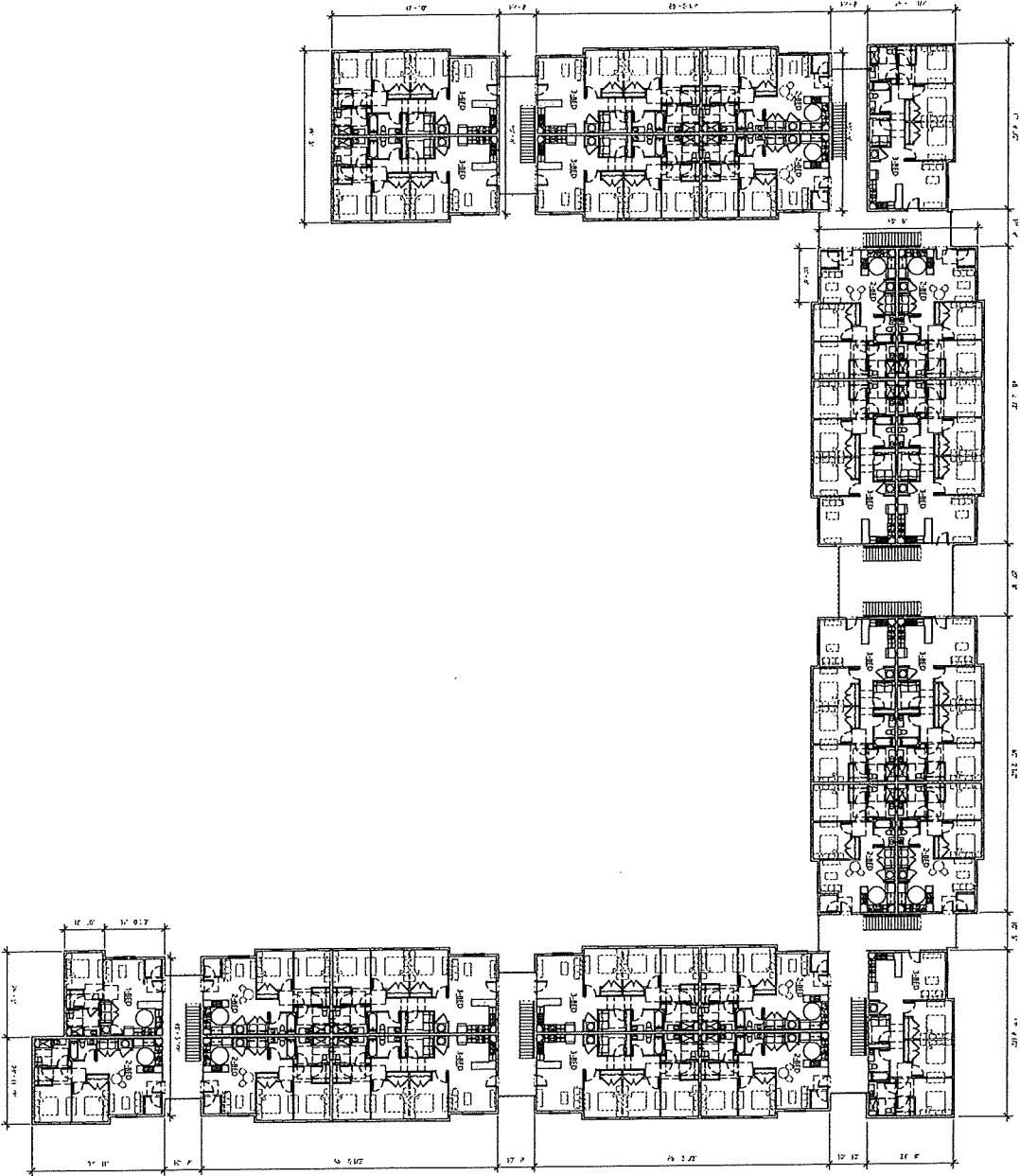


01

A218

BUILDING 300 COMPOSITE THIRD FLOOR PLAN

1/8" = 1'-0"



PLAN LEGEND

- FLOOR FINISH
- CEILING FINISH
- WALL FINISH
- DOOR
- WINDOW
- STAIR
- ELEVATOR
- MECHANICAL
- ELECTRICAL
- PLUMBING
- FIRE ALARM
- SMOKE DETECTOR
- SPRINKLER
- EXTERIOR FINISH
- LANDSCAPE
- SITE
- UTILITY
- SIGN
- FURNITURE
- EQUIPMENT
- STRUCTURE
- CONSTRUCTION
- OTHER

**GENERAL FLOOR PLAN NOTES**

REFER TO GENERAL NOTES SHEETS FOR COMPLETE LISTING OF GENERAL NOTES AND CONVENTIONS.

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL FINISHES ARE TO BE AS SHOWN UNLESS OTHERWISE NOTED.

3. ALL MATERIALS AND METHODS OF CONSTRUCTION ARE TO BE AS SHOWN UNLESS OTHERWISE NOTED.

4. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

5. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING (IMC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

6. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

7. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

8. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL GREEN BUILDING CONSTRUCTION CODE (IGBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

9. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

10. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SUSTAINABLE DESIGN AND CONSTRUCTION CODE (ISDCC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

**SUPPLEMENTAL REFERENCE DIRECTORY**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL FINISHES ARE TO BE AS SHOWN UNLESS OTHERWISE NOTED.

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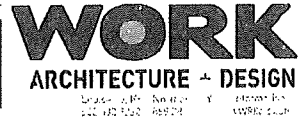
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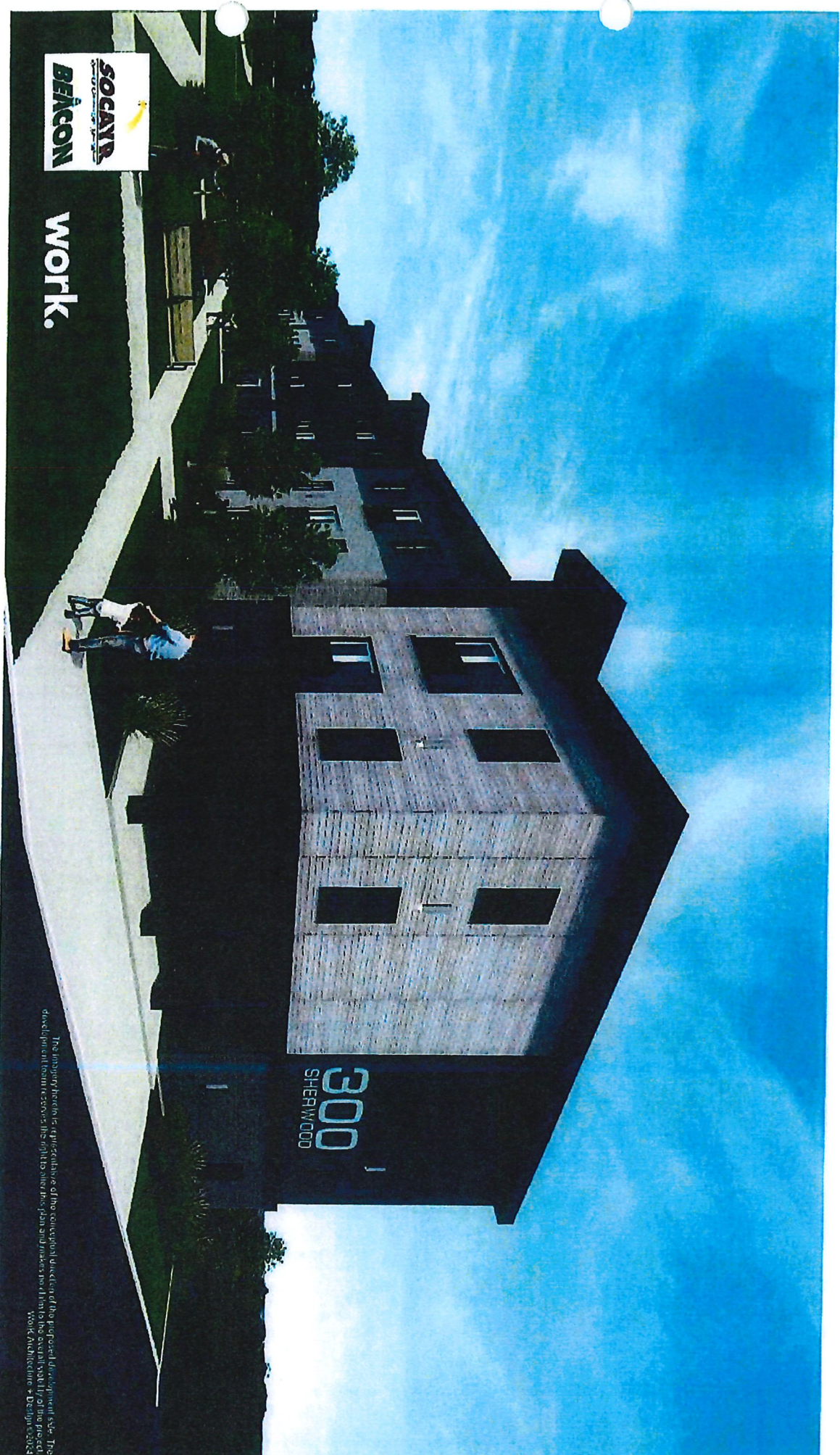
10. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SUSTAINABLE DESIGN AND CONSTRUCTION CODE (ISDCC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

A218

DATE	06.27.2024
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BY	
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APPROVED	
SCALE	
TITLE	
PROJECT	
CLIENT	
ARCHITECT	
ENGINEER	
PLUMBER	
ELECTRICIAN	
MECHANICAL	
STRUCTURAL	
LANDSCAPE	
UTILITY	
SIGN	
FURNITURE	
EQUIPMENT	
STRUCTURE	
CONSTRUCTION	
OTHER	

BUILDING 300 - COMPOSITE  
THIRD FLOOR PLAN  
10210 Sherwood Lakes Drive,  
Florence, KY





**SOCARR**  
SOCIETY OF ARCHITECTS  
**BEACON**

**work.**

**300**  
SHERWOOD

The images presented are representative of the conceptual direction of the proposed development. All the views shown are illustrative and do not represent the final design. The design is subject to change without notice. © 2024 Work Architecture + Design





The imagery herein is representative of the conceptual direction of the project and development site. The development team reserves the right to alter this plan and makes no claim to the overall viability of the project.

**WORK.**

**BOONE COUNTY PLANNING COMMISSION  
BOONE COUNTY ADMINISTRATION BUILDING  
BOONE COUNTY FISCAL COURTROOM  
PUBLIC HEARINGS  
AUGUST 7, 2024  
7:30 P.M.**

---

Chairman Rolfsen opened the Public Hearings at 7:33 p.m. and welcomed the audience to the Planning Commission's August 7, 2024 Public Hearings.

**COMMISSION MEMBERS PRESENT:**

Mr. Randy Bessler  
Mrs. Kathy Clark  
Mrs. Pamela Goetting  
Ms. Corrin Gulick, Vice Chairwoman  
Mr. Steve Harper, Temporary Presiding Officer  
Mrs. Janet Kegley  
Mr. Rick Lunnemann  
Mr. Eric Richardson  
Mr. Charlie Rolfsen, Chairman  
Mr. Bob Schwenke  
Mrs. Jackie Steele, Secretary/Treasurer  
Mr. Tom Szurlinski  
Mr. Steve Turner  
Mr. Kenny Vaught

**COMMISSION MEMBERS NOT PRESENT:**

Mr. David Hincks

**LEGAL COUNSEL PRESENT:**

Mr. Dale Wilson

**STAFF MEMBERS PRESENT:**

Mr. Kevin P. Costello, AICP, Executive Director  
Mr. Michael D. Schwartz, Director, Zoning Services  
Steve Lilly, PLS, GISP, Planner  
Ms. Lauren Elliott, Planner

Chairman Rolfsen introduced the first item on the Agenda:

**CHANGE OF CONCEPT DEVELOPMENT PLAN, Steve Lilly, Staff**

1. Request of **SOCAYR, Inc., per Travis E. Yates (applicant)** for **Sherwood Lakes, LLC (owner)** for a Change of Concept Development Plan in an Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky. The request is for a Change of Concept Development Plan to allow for the development of one hundred sixty-two (162) unit multi-family complex with on-site amenities.

Staff member, Steve Lilly, referred to his PowerPoint presentation (see Staff Report). The site is located at the terminus of Sherwood Lakes Drive and Shiredale Drive. The request involves a Change in Concept Development Plan. The proposed use is 162 multi-family units with on-site amenities. The submitted Concept Development Plan and narrative includes the following improvements and uses. The 162 apartment units will be constructed within 3 story buildings with a unit mix of 32 one bedroom, 1 bath units, 82 two bedroom, 2 bath units and 48 three bedroom, 2 bath units. There will also be a 3,000 square foot clubhouse along with pickleball courts, a swimming pool, a basketball court, a playground and a fire pit/grill area. A walking path is also planned around a retention pond. The amenities are centrally located between Buildings 200 and 300. Dumpsters and mail kiosks are shown at multiple locations. A dog park is shown in the northeast corner of the property. There are 303 parking spaces proposed along with 2 stormwater basins. Floor plans of the buildings have been submitted.

Mr. Lilly referred to the site history dating back to 1988. The request back then was from SR-1 to C-3 and UR-1. The commercial service uses were primarily located in front of the development along Mt. Zion Road. The UR-1 zone was 48.24 acres in area and contained 24 apartment buildings. Each building had 24 units for 576 total units and a net density of 11.94 units per acres. The front portion of the original portion was developed while the back portion stalled.

In 2006, the Zoning Administrator approved a minor change to the Concept Development Plan to allow ranch-style condominiums. The ranch-style condominium buildings were approved because they have small footprints and fewer units than the approved apartment buildings. In 2009, the Boone County Planning Commission and Boone County Fiscal Court approved a Change in Approved Concept Development Plan to allow two, three story apartment buildings, totaling 106 rental units, to be constructed on an approximate 3.3 acre area within Sherwood Lakes Subdivision. The remaining 10.37 acres of the site was going to be developed per the August 28, 2005 Site Plan.

Essentially, the overall density of the site was reduced to 11.79 dwelling units per acre. There was a condition that a written copy of the Sherwood Lakes Homeowners Association action or agreement allowing the proposed apartments shall be furnished to the Planning Commission when a Major Site Plan is submitted since the streets are private and not public.

Mr. Lilly gave an overview of the road network dating back to 1999 as well as the changes made in 2024. It includes a roundabout and several right turn in and out. The site is heavily wooded and vacant. The high point of the site is in the northeast section. It slopes to the south and to the west. The site is currently zoned UR-1. Mr. Lilly described the surrounding zoning and land uses. The applicable zoning regulations to the site can be found on Pages 2-4 of the Staff Report. The 2040 Future Land Use Map of the Comprehensive Plan designates the site as Urban Density Residential (UD) as noted in the Staff Report. Pages 4-6 of the Staff Report includes those portions of the Comprehensive Plan that are relative to the report. Mr. Lilly showed photographs of the site. In 1998, there were 576 proposed units with a net intensity of 11.94 dwelling units per acre. In 2009, the building intensity dropped to 11.39 dwelling units per acre. The current proposal shows it at 10.95 dwelling units per acre for the entire site. The Concept Development Plan does not include exterior lighting nor a landscaping plan. A significant number of trees are planned to be retained around the perimeter of the site. The project requires Buffer Yard C which includes an evergreen tree component. The project does not meet the parking requirements. The applicant is five spaces short. Building 100 requires 60 parking spaces and only 45 are provided. The proposed ADA parking spaces need to be more dispersed on the site. The applicant has submitted some conceptual building elevations. The applicant should address the selected building materials and color. Finally, Mr. Lilly wanted the applicant to address the note that Shiredale Drive would be a fire access connection. Staff sent out agency letters. SD1 responded about their permitting process and the Boone County Water District stated that the developer will have to acquire an easement from Berry Path Court, Vineyard Court or Remy Lane in order to extend water service to the site.

Chairman Rolfsen asked if the applicant was present and wanted to proceed with their presentation?

Ms. Ashley Bartley, landscape architect QK4, introduced the developer Travis Yates from SOCAYR and stated that he has developments like this elsewhere in the State. He likes the location next to an interstate, commercial area and not near single-family homes. There will be a senior component on the project. Boone County needs affordable homes. It is already zoned for the use.

Ms. Bartley stated that the site was once cleared but there are larger trees along the property lines. They will try to save them. They are proposing less density than what was previously approved. The project will include 13.67 acres and 162 apartments at 11.85 units per acre. They are willing to add more ADA parking spaces at the right locations. Usually, seniors don't use a lot of parking spaces. They will provide a lighting and landscaping plan to meet the requirements.

Mr. Nate Hammit, architect, stated that their intent was to preserve as many trees as possible. It is natural green spaces that can be seen by all the buildings. It is welcoming. Building 100 will have elevators for seniors and shared amenities. The Kentucky Housing Corporation has their own design standards for the project. He gave an overview of the building features and architecture.

They may have murals on the building to represent Nottingham. They will have outdoor furniture within the community.

Mr. Yates stated that senior living is 62 years and older. Over half of their portfolio is senior housing.

Chairman Rolfsen asked if anyone in the audience would like to speak in favor or against the request or had any questions?

Mr. Jeff Clothier, 413 Poinsettia Court, stated that he wasn't against the project but there are a couple of issues that need to be clarified. He asked if there would only be one water meter for the whole area and Sherwood Lakes would bill SOCA YR? Is that true? Mr. Yates replied that they will have their own meter for their own water. His second concern was traffic flow. The problem is getting to Mt. Zion Road at a light. The bottle neck is at Sports of All Sorts. Maybe another roundabout can be built to alleviate the bottleneck. In addition, wasn't Sherwood Lakes Drive going to be converted to a public road? He thought that was going to happen in 2009. Mr. Lilly stated that there was a condition that the developer of the back part had to come in an agreement with the HOA about maintaining Sherwood Lakes Drive. Mr. Clothier thought that the subject site would be good for a solar farm.

Mr. Sam Combs, President of Sherwood Lakes HOA, inquired about the access to Shiredale Drive? Will it have a gate? Mr. Hammit responded that the gate limits traffic but still allowing fire access. Mr. Yates explained that the gate will have a fire code for the fire department. He likes one way in and out for security purposes. Fire always wins. All buildings are sprinkled.

Mr. Keith Moore, 10200 Sherwood Lakes Drive expressed a concern about buffering. The proposed parking will face their back window. It is peaceful now. What with be the rental fee?

Chairman Rolfsen referenced the Staff Report as the applicant submitted rental rates. Mr. Yates replied that the parking serves as a buffer next to another building. It is better than having both buildings immediately next to each other. Mr. Yates stated that the project is true workforce housing. It is a discounted rent. He expressed a concern about the value of this property next to rental property.

Mrs. Kegley asked about Buffer Yard C. Mr. Lilly replied that it includes evergreens, berming and fencing. Mrs. Kegley recommended that Mr. Moore meet with Staff about what Buffer Yard C represents.

Mr. Combs again inquired about water services to the site. Mr. Lilly responded that the water line comment from the Boone County Water District involved the placement of another water meter.

Chairman Rolfsen asked if the Commissioners had any questions or comments?

Ms. Gulick wanted to know more specifics about the Buffer Yard C plantings. Also, what is the applicant's plan to mitigate impacts of the extension of the water line during construction?

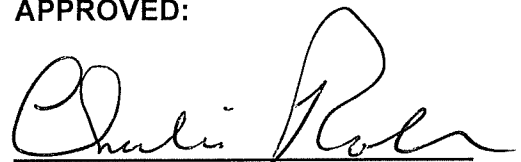
Mrs. Steele asked what was the square footage of the 3 types of units?

Mr. Hammit replied that the 1 bedroom units are 690 and 630 square feet. The two bedroom units are 850 and 900 square feet. The three bedroom units are at 1,100 square feet.

Mr. Lunnemann asked if there would be professional management staff on-site at all times? Mr. Yates stated that they will have on-site staff. It will have at least 2 administrative and 2 maintenance people on-site. Mr. Lunnemann asked if the applicant could bring building material samples and elevations to the Committee Meeting.


**Seeing no further questions or comments, Chairman Rolfsen announced that the Committee Meeting for this item will be on August 21, 2024 at 5:00 P.M. This item will be on the Agenda for the Business Meeting on September 4, 2024 at 7:00 p.m. in the Fiscal Courtroom. Chairman Rolfsen closed the Public Hearing at 7:38 p.m.**

**APPROVED:**



**Charlie Rolfsen**  
**Chairman**

**Attest:**



**Kevin P. Costello, AICP**  
**Executive Director**

**BOONE COUNTY PLANNING COMMISSION  
BOONE COUNTY FISCAL COURTROOM  
BURLINGTON, KENTUCKY  
BUSINESS MEETING  
SEPTEMBER 4, 2024  
7:00 P.M.**

---

Chairman Rolfsen opened the Business Meeting at 7:02 p.m. and welcomed the audience to the Planning Commission's September 4, 2024 Business Meeting. Chairman Rolfsen then invited everyone to join him in reciting the Pledge of Allegiance.

**COMMISSION MEMBERS PRESENT:**

Mr. Randy Bessler  
Mrs. Kathy Clark  
Mrs. Pamela Goetting  
Mr. Steve Harper, Temporary Presiding Officer  
Mr. David Hincks  
Mrs. Janet Kegley  
Mr. Rick Lunnemann  
Mr. Eric Richardson  
Mr. Charlie Rolfsen, Chairman  
Mr. Bob Schwenke  
Mrs. Jackie Steele, Secretary/Treasurer  
Mr. Tom Szurlinski  
Mr. Steve Turner  
Mr. Kenny Vaught

**COMMISSION MEMBERS NOT PRESENT:**

Ms. Corrin Gulick, Vice Chairwoman

**LEGAL COUNSEL PRESENT:**

Mr. Dale Wilson

**STAFF MEMBERS PRESENT:**

Mr. Kevin P. Costello, AICP, Executive Director  
Mr. Michael Schwartz, Director, Zoning Services  
Mr. Steve Lilly, GISP, Planner

**APPROVAL OF THE MINUTES:**

Chairman Rolfsen stated that the Commissioners received copies of the Minutes from the August 21, 2024 Business Meeting and Public Hearings. He asked if there were any comments or corrections?

**Mrs. Kegley moved to approve the Minutes as presented. Mrs. Goetting seconded the motion and it carried unanimously.**

**BILLS:**

Mr. Kevin P. Costello, AICP, Executive Director, advised the Commissioners of the **Bills to be Paid**, which included a list of **Expenses** and **Salaries and Benefits** for a time period between August 8, 2024 and September 4, 2024.

**EXPENSES:**

Attorney Fees	5,262.50
Auto Expense	74.62
Consultant/Professional Svcs Fees	1,696.25
Filing Fees	750.00
GIS Operations	25,475.00
Legal Ads/Recruitment	849.47
Miscellaneous Expense	393.61
Office & Board Meeting Supplies	607.00
Office / Equipment Maintenance	2,441.35
Office Equipment / Expense	1,946.89
Postage Expense	1,517.25
Printing/Pub/Dues/Subscriptions	285.00
Professional Development	<u>30.00</u>

**TOTAL: \$ 41,328.94**

**SALARIES AND BENEFITS:**

FICA-BCPC Portion	\$ 7,369.88
Health/Dental/Life/LTD	19,287.20
Retirement – BCPC Portion	23,505.75
Salaries – Staff Expenses	100,956.39
Salaries – BCPC & BOA	<u>1,485.00</u>

**TOTAL: \$ 152,604.22**

**GRAND TOTAL: \$ 193,933.16**

Mr. Lunnemann moved that the bills (expenses and salaries and benefits) be approved and paid as presented and indicated approval of those items, which have been previously paid. Mr. Turner seconded the motion and it carried unanimously.

**ACTION ON PLAN REVIEWS:**

**CHANGE OF CONCEPT DEVELOPMENT PLAN, Corrin Gulick, Chairwoman, Steve Lilly, Staff**

1. Request of **SOCAYR, Inc., per Travis E. Yates (applicant)** for **Sherwood Lakes, LLC (owner)** for a Change of Concept Development Plan in an Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky. The request is for a Change of Concept Development Plan to allow for the development of one hundred sixty-two (162) unit multi-family complex with on-site amenities.

Staff Member, Steve Lilly, read the Committee Report, which recommended approval based upon Findings of Facts and Conditions for the Change in Concept Development Plan. The owner and applicant have signed the Condition Letter and the applicant has provided the Planning Commission with an easement and settlement agreement related to access to the property.

Chairman Rolfsen asked if there was anyone in the audience who wanted to speak in favor or against the request?

Mr. Travis Yates, applicant, thanked the Board and said that he is looking forward to completing the project.

Seeing no further comment, **Mrs. Goetting moved, by Resolution to the Boone County Fiscal Court, to recommend approval of the Change in Concept Development Plan based upon the Committee Report and Findings of Fact and Conditions. Mrs. Steele seconded the motion and it passed unanimously.**

**ZONING MAP AMENDMENT, Rick Lunnemann, Chairman, Michael Schwartz, Staff**

2. Request of **Steve Berling (applicant)** for **BBB Developers LLC, per Kimberly Dedden and KPD Developers LLC, per J.J. Miller (owners)** for a Zoning Map Amendment from Suburban Residential One (SR-1) to Urban Residential One (UR-1) for an approximate 28 acre area located along the east side Gunpowder Road, including the property at 9104-9108 Gunpowder Road and the property having a Parcel Identification Number (PIDN) of 062.00-00-120.00, Boone County and Florence, Kentucky. The request is for a zone change to allow for the development of a 284 unit multi-family residential development.

Staff Member, Michael Schwartz, read the Committee Report, which recommended approval of the Zoning Map Amendment based upon Findings of Facts and Conditions. The Condition Letter has been signed and submitted to the Planning Commission.

Chairman Rolfsen asked if there was anyone in the audience who wanted to speak in favor or against the request?

Mr. Steve Berling, applicant, stated that he was present to answer any questions.

Mr. Don Trame, 9204 Kelly Louise Drive, stated that in 1992, Weaver Farm Apartments were built on Weaver Road (264 units on 23 acres). In 1996, the Trails of Saddlebrook were built on Weaver Road (228 units on 23 acres). Since 1992, pedestrians have been walking along Weaver Road both to and from US 42. It occurs during both daylight and at nighttime. There is no shoulder on the road. Pedestrians still walk in the area even with no sidewalks. Pedestrians are walking to commercial businesses and the TANK bus stop in the area. As of 2024, sidewalks have been added to the east side of the road. Urban living is complicated with pedestrian access to these types of services. This is an expectation. It took 30 years to get safe access. Within eight tenths of a mile, there is access to commercial businesses on US 42. Within four tenths of a mile, there are 2 churches. There are no sidewalks or bus stops on Gunpowder Road to access the amenities. Do we really want to drop an urban development into an area that doesn't have access to these services and amenities that are within walking distance to the site? Please consider the safety of the public in your deliberations.

Seeing no further comment, **Mr. Harper moved, by Resolution to the Boone County Fiscal Court and the City of Florence, to recommend approval of the Zoning Map Amendment based on the Committee Report, Findings of Fact and Conditions. Mr. Hincks seconded the motion. Chairman Rolfsen asked the Board if there were any questions or comments?**

Mr. Lunnemann stated that after deliberation of the minutes, the Staff Report and the Committee Meeting, the project was not consistent with the Future Land Use Map because it recommends Suburban Density Residential (SD). The existing SR-1 zoning is appropriate and the proposed UR-1 zoning is inappropriate. The SR-1 zoning is consistent with the recommended Future Land Use classification of SD. That is compatible with what land uses are located in the area – north, south and east of the site. The submitted Concept Development Plan shows multi-family housing at 10 units per acre. This is a 150% increase. For those reasons, he will vote no on the request.

Chairman Rolfsen stated who knows when Gunpowder Road will be widened. It is the worst road in the County. Curves, flooding and no sidewalks. The current zoning is appropriate. The applicant is sort of agreeing with it by putting in the single-family lots. The catch phrase is affordable housing. What does that mean? It depends on how much you make.

Dr. Clark expressed a concern about schools. They are overloaded, especially Boone County High School.

Mr. Berling stated that a Traffic Study is being done and a permit is required by the State for access. They may have to do their own improvements in the first phase.

Mr. Harper stated that the Planning Commission will know later this year of what the design will be for Gunpowder Road. The first phase of the development can't occur until 2 years from now. This type of housing is needed. We need more – 6,000 units in 5 years. The traffic is going directly to Gunpowder Road and not through another neighborhood.

Mr. Berling explained they would do the single-family first and they would not get into any multi-family until 2026. The first phase will only be 55 units.

Mr. Schwartz explained that Phase I will start with the single-family and next phase can't start for 2 years later. All this is reflected in Condition #1.

Mr. Schwenke mentioned that until new Gunpowder Road is built, then the zoning should remain the same. The multi-family shouldn't be built until at least the road is under construction.

**Chairman Rolfsen asked for a vote based on the original motion made by Mr. Harper for approval and seconded by Mr. Hincks. The vote found Mr. Bessler, Mrs. Goetting, Mr. Harper, Mr. Hincks, Mrs. Kegley, Mr. Richardson and Mrs. Steele voting in favor and Mrs. Clark, Mr. Lunnemann, Mr. Rolfsen, Mr. Schwenke, Mr. Szurlinski, Mr. Turner and Mr. Vaught voting no. The vote is 7 in favor and 7 against. The motion fails due to a tie vote.**

Mr. Costello explored the options. The first option is to send the information to the County and to the City of Florence with no recommendation. Another is to reconsider the request possibly changing or adding a condition that would change a vote. A final option is to send the request back to the Committee for reconsideration. The 60 day time limit has been extended to September 19, 2024 only.

Mr. Harper suggested adding a Condition that the multi-family portion could not begin until the improvements to Gunpowder Road begin. The applicant shook his head no.

Mr. Wilson stated that the full Board could still deliberate tonight in terms of adding a condition or vote no on the request or sent it back to the Committee.

Chairman Rolfsen asked if the Staff could read the Findings for Denial. Mr. Schwartz read the Findings for Denial (see Exhibit A).

Mr. Berling offered another possible condition by limiting the number of units to 110-120 units until the State improvements are completed. It would include almost all of Phase 2. It will include both Phase 1 and 2.

Mr. Costello suggested to send the request back to the Committee or forward it with no recommendation.

**Mrs. Kegley moved to send the request back to the Committee. Mrs. Clark seconded the Motion.**

Mr. Berling asked if the Board could send the matter to the Boone County Fiscal Court and the City of Florence with no recommendation?

**Mrs. Kegley moved to withdraw the motion to send it back to the Committee. Mrs. Clark agreed to second it. All members voted yes to have the above motion withdrawn.**

Mr. Lunnemann asked if there was any desire to make a motion to deny the request based on what was read previously? **He moved to deny the request based upon the previous findings. There was no second to Mr. Lunnemann's motion.**

**Mr. Harper moved to send the request to the Boone County Fiscal Court and the City of Florence with no recommendation because of the tie vote. Mr. Bessler seconded the motion. The motion found Mr. Bessler, Mrs. Goetting, Mr. Harper, Mr. Hincks, Mrs. Kegley,**

Mr. Richardson, Mr. Schwenke, Mrs. Steele, Mr. Turner and Mr. Vaught in favor of the motion and Dr. Clark, Mr. Lunnemann, Mr. Rolfsen and Mr. Szurlinski voting no. The motion passed by a vote of 10-4.

**TECHNICAL/DESIGN REVIEW, Rick Lunnemann, Chairman, Steve Lilly, Staff**

3. Meijer – Florence – 4990 Houston Road

Staff Member, Steve Lilly, referred to a PowerPoint presentation. The request is for Design Review approval for 3 additional building mounted signs. A “Fresh”, “Pick Up” and a “Home” sign are being proposed. The Technical/Design Review Committee met prior to the Business Meeting and unanimously recommended approval.

**Mr. Lunnemann moved to approve the request as submitted. Mr. Richardson seconded the motion and it passed unanimously.**

**TECHNICAL/DESIGN REVIEW, Rick Lunnemann, Chairman, Steve Lilly, Staff**

4. Jerry’s Car Wash – 1100 Bill Wentz Drive

Staff Member, Steve Lilly, referred to a PowerPoint presentation. The request is for Design Review approval for a car wash building. Both the building colors and materials meet Section 1506 of the Zoning Regulations as submitted. The Technical/Design Review Committee met prior to the Business Meeting and unanimously recommended approval.

**Mr. Lunnemann moved to approve the request as submitted. Mrs. Steele seconded the motion and it passed unanimously.**

**NEW BUSINESS**

**ZONING MAP AMENDMENT, Steve Lilly, Staff**

5. Request of **James and Yvonne Finley, Lisa Mason, and Zachary Mason (applicants/owners)** for a Zoning Map Amendment from Agricultural Estate (A-2) to Rural Suburban Estates (RSE) for an approximate 5.8 acre area located at 3252, 3266, and 3278 Idlewild Road, Boone County, Kentucky. The request is for a zone change to allow for the development of one (1) additional single-family residential dwelling.

**ZONING MAP AMENDMENT, Michael Schwartz, Staff**

6. Request of **Steve Berling (applicant)** for **Crestview Lands LLC, per Greg Meyerratken (owner)** for a Zoning Map Amendment from Industrial One (I-1) to Suburban Residential Two (SR-2) for an approximate 2.3 acre area located at 1401 Fountain Drive and including the property having a Parcel Identification Number (PIDN) of 061.00-00-014.00, Boone County, Kentucky. The request is for a zone change to allow the conversion of the existing building into five (5) attached single-family residential dwellings and the construction of a garage building for eight (8) vehicles.

**CHANGE OF CONCEPT DEVELOPMENT PLAN, Michael Schwartz, Staff**

7. Request of **Bayer Becker, per Rob Keller (applicant) for Bunnell Hill Development Company Inc., per Roger Wells (owner)** for a Change of Concept Development Plan in an Industrial One/Planned Development (I-1/PD) district, for an approximate 11.8 acre area having a Parcel Identification Number (PIDN) of 037.00-00-018.00, and being located along the north and west sides of Conrad Lane, between North Bend Road and Strike The Gold Drive, approximately seven hundred fifty (750) feet east of Strike The Gold Drive, and directly across from Carry Back Drive, Boone County, Kentucky. The request is for a Change of Concept Development Plan to allow the development of sixty-eight (68) attached single-family residential dwellings within six (6) buildings.

**Mrs. Goetting moved to schedule the Public Hearings for Items #5, #6, and #7 on October 2, 2024 at 7:30 p.m. in the Fiscal Courtroom. Mrs. Clark seconded the motion and it passed unanimously.**

**H. EXECUTIVE DIRECTOR'S REPORT:**

Mr. Kevin P. Costello, AICP, stated that new Goals and Objectives of the New Comprehensive Plan (Our Boone County – Plan 2045) have been adopted by the four legislative units. The 3 cities have adopted the same version the Planning Commission adopted. While the County added two Objectives. The Fiscal Court had second reading yesterday while the City of Walton had second reading also scheduled for yesterday but couldn't meet so the Goals & Objectives were approved by operation of law.

**I. COMMITTEE REPORTS:**

No Report

**J. CHAIRMAN'S REPORT: (Charlie Rolfsen)**

No Report

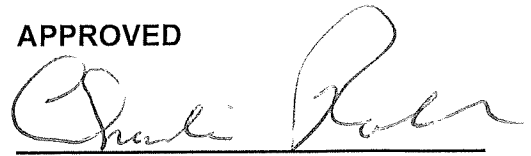
**K. OKI REPORT: (Randy Bessler)**

No Report

**L. ADJOURNMENT:**

There being no further business to come before the Planning Commission, **Mr. Bessler moved to adjourn the meeting. Mr. Hincks seconded the motion and it passed unanimously. The meeting was adjourned at 8:52 P.M.**

APPROVED



Charlie Rolfsen  
Chairman

Attest:



Kevin P. Costello, AICP  
Executive Director

Exhibit A – Alternate Zone Change/Concept Plan Committee Report

**EXHIBIT**

**“B”**

**ZONE CHANGE/CONCEPT PLAN COMMITTEE REPORT**

**TO:** Boone County Planning Commission

**FROM:** Corrin Gulick, Chairman

**DATE:** August 21, 2024

**RE:** Request of **SOCAYR, Inc., per Travis E. Yates (applicant)** for **Sherwood Lakes, LLC (owner)** for a Change of Concept Development Plan in an Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky. The request is for a Change of Concept Development Plan to allow for the development of one hundred sixty-two (162) unit multi-family complex with on-site amenities.

**APPROVAL****REMARKS:**

1. We, the Committee Members were present at the Committee Meeting and voted on the above request or else were absent from voting. Further, based upon the vote, the Committee directs the Staff to draft the finding of fact and conditions, if deemed necessary, to complete the Committee Report.
2. We, the Committee, recommend approval of the above-referenced Change in an Approved Concept Development Plan based on the following findings of fact:

**FINDINGS OF FACT:**

1. The Committee concluded that the proposed use is consistent with the previously approved use for the site and is therefore reasonable and appropriate.
  - a. The Boone County Zoning Regulations state the maximum building intensity in the UR-1 zone shall not exceed twelve (12) dwelling units per acre. The proposal of a one hundred sixty-two (162) unit multi-family complex is consistent with the intensity of the existing zone.
  - b. Multi-family dwelling units are a principally permitted use in the UR-1 zoning district.
2. The Committee concluded that the proposed Change of Concept Development Plan has a lesser intensity than that of previous approvals.
  - a. The original Concept Development Plan for the entirety of the UR-1 Zone had an intensity of 11.94 dwelling units per acre. The Change of Concept Development Plan would bring the overall intensity of the UR-1 Zone down to 10.95 dwelling units per acre.

3. The Committee concluded that the attached conditions are necessary to achieve

consistency with the Our Boone County Plan 2040. The Committee also concluded that the attached conditions are necessary to mitigate any foreseeable community impacts that may be created by the development. The property owner has signed a letter demonstrating agreement with the conditions:

CONDITIONS:

1. A written copy of the Sherwood Lakes Homeowners Association action or agreement allowing the proposed apartments shall be furnished to the Boone County Planning Commission when a Major Site Plan application is submitted for review.
2. That the building colors and materials be consistent with what was presented at the August 21, 2024, Zone Change Committee meeting.
3. That the building murals shall not contain any commercial message or images.
4. That the approval be based on the illustrations that were presented at the August 21, 2024, Zone Change Committee meeting. These illustrations included landscape buffers and plantings, a redistribution of the ADA parking spaces, and water service.

A copy of the Public Hearing minutes accompanies the findings and recommendation serving as a summary of the evidence and testimony presented by the proponents and opponents of this request. Attached is the signature page for the Zone Change/Concept Development Plan Committee Vote.

**ZONE CHANGE/CONCEPT PLAN COMMITTEE VOTE**

TO: Boone County Planning Commission  
FROM: Corrin Gulick, Chairwoman  
DATE: August 21, 2024

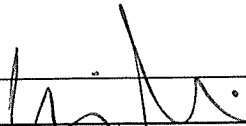
## REMARKS:


We, the Committee Members were present at the Committee Meeting and voted on the above request or else were absent from voting. Further, based upon the vote, the Committee directs the Staff to draft the findings of fact and conditions if deemed necessary in order to complete the Committee Report.

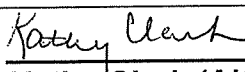
**CHANGE OF CONCEPT DEVELOPMENT PLAN, Corrin Gulick, Chairwoman, Steve Lilly, Staff**

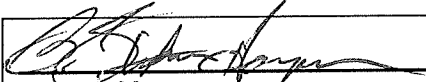
1. Request of **SOCAYR, Inc., per Travis E. Yates (applicant) for Sherwood Lakes, LLC (owner)** for a Change of Concept Development Plan in an Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky. The request is for a Change of Concept Development Plan to allow for the development of one hundred sixty-two (162) unit multi-family complex with on-site amenities.

\_\_\_\_\_  
**Janet Kegley**  
For Project \_\_\_\_ Absent \_\_\_\_  
Against Project \_\_\_\_  
Abstain \_\_\_\_ Deferred \_\_\_\_

  
\_\_\_\_\_  
**Corrin Gulick (Chairwoman)**  
For Project  Absent \_\_\_\_  
Against Project \_\_\_\_  
Abstain \_\_\_\_ Deferred \_\_\_\_

  
\_\_\_\_\_  
**Rick Lunnemann**  
For Project  Absent \_\_\_\_  
Against Project \_\_\_\_  
Abstain \_\_\_\_ Deferred \_\_\_\_

  
\_\_\_\_\_  
**Kathy Clark (Alternate)**  
For Project  Absent \_\_\_\_  
Against Project \_\_\_\_  
Abstain \_\_\_\_ Deferred \_\_\_\_

  
\_\_\_\_\_  
**Steve Harper**  
For Project  Absent \_\_\_\_  
Against Project \_\_\_\_  
Abstain \_\_\_\_ Deferred \_\_\_\_

\_\_\_\_\_  
**Steve Turner (Alternate)**  
For Project \_\_\_\_ Absent \_\_\_\_  
Against Project \_\_\_\_  
Abstain \_\_\_\_ Deferred \_\_\_\_

\_\_\_\_\_  
**David Hincks**  
For Project \_\_\_\_ Absent \_\_\_\_  
Against Project \_\_\_\_  
Abstain \_\_\_\_ Deferred \_\_\_\_

\_\_\_\_\_  
**Jackie Steele (Alternate)**  
For Project \_\_\_\_ Absent \_\_\_\_  
Against Project \_\_\_\_  
Abstain \_\_\_\_

**TOTAL:**    \_\_\_\_ DEFERRED    4 FOR PROJECT    \_\_\_\_ ABSENT  
                  \_\_\_\_ AGAINST PROJECT    \_\_\_\_ ABSTAIN

**BOONE COUNTY PLANNING COMMISSION  
BOONE COUNTY ADMINISTRATION BUILDING  
BOONE COUNTY FISCAL COURTROOM  
PUBLIC HEARINGS  
AUGUST 7, 2024  
7:30 P.M.**

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Chairman Rolfsen opened the Public Hearings at 7:33 p.m. and welcomed the audience to the Planning Commission's August 7, 2024 Public Hearings.

**COMMISSION MEMBERS PRESENT:**

Mr. Randy Bessler  
Mrs. Kathy Clark  
Mrs. Pamela Goetting  
Ms. Corrin Gulick, Vice Chairwoman  
Mr. Steve Harper, Temporary Presiding Officer  
Mrs. Janet Kegley  
Mr. Rick Lunnemann  
Mr. Eric Richardson  
Mr. Charlie Rolfsen, Chairman  
Mr. Bob Schwenke  
Mrs. Jackie Steele, Secretary/Treasurer  
Mr. Tom Szurlinski  
Mr. Steve Turner  
Mr. Kenny Vaught

**COMMISSION MEMBERS NOT PRESENT:**

Mr. David Hincks

**LEGAL COUNSEL PRESENT:**

Mr. Dale Wilson

**STAFF MEMBERS PRESENT:**

Mr. Kevin P. Costello, AICP, Executive Director  
Mr. Michael D. Schwartz, Director, Zoning Services  
Steve Lilly, PLS, GISP, Planner  
Ms. Lauren Elliott, Planner

Chairman Rolfsen introduced the first item on the Agenda:

**CHANGE OF CONCEPT DEVELOPMENT PLAN, Steve Lilly, Staff**

1. Request of **SOCAYR, Inc., per Travis E. Yates (applicant)** for **Sherwood Lakes, LLC (owner)** for a Change of Concept Development Plan in an Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky. The request is for a Change of Concept Development Plan to allow for the development of one hundred sixty-two (162) unit multi-family complex with on-site amenities.

Staff member, Steve Lilly, referred to his PowerPoint presentation (see Staff Report). The site is located at the terminus of Sherwood Lakes Drive and Shiredale Drive. The request involves a Change in Concept Development Plan. The proposed use is 162 multi-family units with on-site amenities. The submitted Concept Development Plan and narrative includes the following improvements and uses. The 162 apartment units will be constructed within 3 story buildings with a unit mix of 32 one bedroom, 1 bath units, 82 two bedroom, 2 bath units and 48 three bedroom, 2 bath units. There will also be a 3,000 square foot clubhouse along with pickleball courts, a swimming pool, a basketball court, a playground and a fire pit/grill area. A walking path is also planned around a retention pond. The amenities are centrally located between Buildings 200 and 300. Dumpsters and mail kiosks are shown at multiple locations. A dog park is shown in the northeast corner of the property. There are 303 parking spaces proposed along with 2 stormwater basins. Floor plans of the buildings have been submitted.

Mr. Lilly referred to the site history dating back to 1988. The request back then was from SR-1 to C-3 and UR-1. The commercial service uses were primarily located in front of the development along Mt. Zion Road. The UR-1 zone was 48.24 acres in area and contained 24 apartment buildings. Each building had 24 units for 576 total units and a net density of 11.94 units per acres. The front portion of the original portion was developed while the back portion stalled.

In 2006, the Zoning Administrator approved a minor change to the Concept Development Plan to allow ranch-style condominiums. The ranch-style condominium buildings were approved because they have small footprints and fewer units than the approved apartment buildings. In 2009, the Boone County Planning Commission and Boone County Fiscal Court approved a Change in Approved Concept Development Plan to allow two, three story apartment buildings, totaling 106 rental units, to be constructed on an approximate 3.3 acre area within Sherwood Lakes Subdivision. The remaining 10.37 acres of the site was going to be developed per the August 28, 2005 Site Plan.

Essentially, the overall density of the site was reduced to 11.79 dwelling units per acre. There was a condition that a written copy of the Sherwood Lakes Homeowners Association action or agreement allowing the proposed apartments shall be furnished to the Planning Commission when a Major Site Plan is submitted since the streets are private and not public.

Mr. Lilly gave an overview of the road network dating back to 1999 as well as the changes made in 2024. It includes a roundabout and several right turn in and out. The site is heavily wooded and vacant. The high point of the site is in the northeast section. It slopes to the south and to the west. The site is currently zoned UR-1. Mr. Lilly described the surrounding zoning and land uses. The applicable zoning regulations to the site can be found on Pages 2-4 of the Staff Report. The 2040 Future Land Use Map of the Comprehensive Plan designates the site as Urban Density Residential (UD) as noted in the Staff Report. Pages 4-6 of the Staff Report includes those portions of the Comprehensive Plan that are relative to the report. Mr. Lilly showed photographs of the site. In 1998, there were 576 proposed units with a net intensity of 11.94 dwelling units per acre. In 2009, the building intensity dropped to 11.39 dwelling units per acre. The current proposal shows it at 10.95 dwelling units per acre for the entire site. The Concept Development Plan does not include exterior lighting nor a landscaping plan. A significant number of trees are planned to be retained around the perimeter of the site. The project requires Buffer Yard C which includes an evergreen tree component. The project does not meet the parking requirements. The applicant is five spaces short. Building 100 requires 60 parking spaces and only 45 are provided. The proposed ADA parking spaces need to be more dispersed on the site. The applicant has submitted some conceptual building elevations. The applicant should address the selected building materials and color. Finally, Mr. Lilly wanted the applicant to address the note that Shiredale Drive would be a fire access connection. Staff sent out agency letters. SD1 responded about their permitting process and the Boone County Water District stated that the developer will have to acquire an easement from Berry Path Court, Vineyard Court or Remy Lane in order to extend water service to the site.

Chairman Rolfsen asked if the applicant was present and wanted to proceed with their presentation?

Ms. Ashley Bartley, landscape architect QK4, introduced the developer Travis Yates from SOCAYR and stated that he has developments like this elsewhere in the State. He likes the location next to an interstate, commercial area and not near single-family homes. There will be a senior component on the project. Boone County needs affordable homes. It is already zoned for the use.

Ms. Bartley stated that the site was once cleared but there are larger trees along the property lines. They will try to save them. They are proposing less density than what was previously approved. The project will include 13.67 acres and 162 apartments at 11.85 units per acre. They are willing to add more ADA parking spaces at the right locations. Usually, seniors don't use a lot of parking spaces. They will provide a lighting and landscaping plan to meet the requirements.

Mr. Nate Hammit, architect, stated that their intent was to preserve as many trees as possible. It is natural green spaces that can be seen by all the buildings. It is welcoming. Building 100 will have elevators for seniors and shared amenities. The Kentucky Housing Corporation has their own design standards for the project. He gave an overview of the building features and architecture.

They may have murals on the building to represent Nottingham. They will have outdoor furniture within the community.

Mr. Yates stated that senior living is 62 years and older. Over half of their portfolio is senior housing.

Chairman Rolfsen asked if anyone in the audience would like to speak in favor or against the request or had any questions?

Mr. Jeff Clothier, 413 Poinsettia Court, stated that he wasn't against the project but there are a couple of issues that need to be clarified. He asked if there would only be one water meter for the whole area and Sherwood Lakes would bill SOCA YR? Is that true? Mr. Yates replied that they will have their own meter for their own water. His second concern was traffic flow. The problem is getting to Mt. Zion Road at a light. The bottle neck is at Sports of All Sorts. Maybe another roundabout can be built to alleviate the bottleneck. In addition, wasn't Sherwood Lakes Drive going to be converted to a public road? He thought that was going to happen in 2009. Mr. Lilly stated that there was a condition that the developer of the back part had to come in an agreement with the HOA about maintaining Sherwood Lakes Drive. Mr. Clothier thought that the subject site would be good for a solar farm.

Mr. Sam Combs, President of Sherwood Lakes HOA, inquired about the access to Shiredale Drive? Will it have a gate? Mr. Hammit responded that the gate limits traffic but still allowing fire access. Mr. Yates explained that the gate will have a fire code for the fire department. He likes one way in and out for security purposes. Fire always wins. All buildings are sprinkled.

Mr. Keith Moore, 10200 Sherwood Lakes Drive expressed a concern about buffering. The proposed parking will face their back window. It is peaceful now. What with be the rental fee?

Chairman Rolfsen referenced the Staff Report as the applicant submitted rental rates. Mr. Yates replied that the parking serves as a buffer next to another building. It is better than having both buildings immediately next to each other. Mr. Yates stated that the project is true workforce housing. It is a discounted rent. He expressed a concern about the value of this property next to rental property.

Mrs. Kegley asked about Buffer Yard C. Mr. Lilly replied that it includes evergreens, berming and fencing. Mrs. Kegley recommended that Mr. Moore meet with Staff about what Buffer Yard C represents.

Mr. Combs again inquired about water services to the site. Mr. Lilly responded that the water line comment from the Boone County Water District involved the placement of another water meter.

Chairman Rolfsen asked if the Commissioners had any questions or comments?

Ms. Gulick wanted to know more specifics about the Buffer Yard C plantings. Also, what is the applicant's plan to mitigate impacts of the extension of the water line during construction?

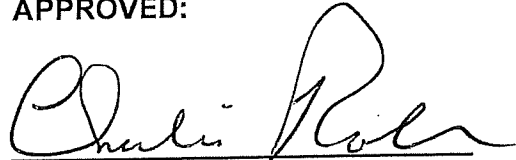
Mrs. Steele asked what was the square footage of the 3 types of units?

Mr. Hammit replied that the 1 bedroom units are 690 and 630 square feet. The two bedroom units are 850 and 900 square feet. The three bedroom units are at 1,100 square feet.

Mr. Lunnemann asked if there would be professional management staff on-site at all times? Mr. Yates stated that they will have on-site staff. It will have at least 2 administrative and 2 maintenance people on-site. Mr. Lunnemann asked if the applicant could bring building material samples and elevations to the Committee Meeting.

**Seeing no further questions or comments, Chairman Rolfsen announced that the Committee Meeting for this item will be on August 21, 2024 at 5:00 P.M. This item will be on the Agenda for the Business Meeting on September 4, 2024 at 7:00 p.m. in the Fiscal Courtroom. Chairman Rolfsen closed the Public Hearing at 7:38 p.m.**

**APPROVED:**



**Charlie Rolfsen**  
**Chairman**

**Attest:**



**Kevin P. Costello, AICP**  
**Executive Director**

# SUPPORTING INFORMATION

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"  
LEGAL DESCRIPTION**

Situated in the County of Boone, Commonwealth of Kentucky and being part of a 37.9412 acre parcel conveyed in Deed Book 636, Page 138 of the Boone County Clerk's Records, lying to the South and East of Sherwood Lakes Drive (private) and being more particularly described as follows:

COMMENCING at a found concrete right-of-way monument as the Northwest corner of a 1.2579 acre tract conveyed to the Waco Oil Company in Deed Book 495, Page 280 of the Boone County Clerk's records Burlington, Kentucky, said monument being 50' right of Mt. Zion Road Station 62+90; thence with the South right-of-way of Mt. Zion Road, South 10°27'09" West, 114.35 feet, thence South 47°12'29" West, 93.86 feet; thence leaving said right-of-way and with the East line of Highland Acres Subdivision (Plat Book 3, Page 2) South 02°56'35" West, 2598.87 feet to found 5/8" iron pin with a cap stamped "2916, 3275, 3238, 3292" at the Southwest corner of a 5.170 acre tract, the same being the Southwest corner of Lot 1 of Villages of Sherwood Lakes Subdivision (P.C. 5, PG. 387) and the TRUE POINT OF BEGINNING of this description.

THENCE from said TRUE POINT OF BEGINNING and with the Southerly line of said Villages of Sherwood Lakes Subdivision (P.C. 5, PG. 387) South 87°02'34" East, 115.70 feet to a set iron pin;

THENCE continuing along said Southerly line South 28°36'57" East, 42.79 feet to a set iron pin;

THENCE continuing along said Southerly line South 65°49'23" East, 40.00 feet to a set iron pin;

THENCE continuing along said Southerly line South 33°26'17" East, 72.92 feet to a set iron pin;

THENCE continuing along said Southerly line South 87°04'03" East, 171.18 feet to a set iron pin;

THENCE continuing along said Southerly line North 27°54'07" East 56.20 feet to a set iron pin;

THENCE continuing along said Southerly line North 78°58'35" East, 53.14 feet to a set iron pin at the Southeast corner of said Villages of Sherwood Subdivision (P.C. 5, PG. 387);

THENCE along the Easterly line of said Villages of Sherwood Subdivision North 05°29'45" East 73.31 feet to a set iron pin;

THENCE continuing along said Easterly line North 11°04'14" West, passing a set iron pin at 99.59 feet, in all 165.20 feet to a found 5/8" iron pin stamped "2916, 3275, 3238, 3292" located on the Southerly line of Sherwood Lakes Condominiums Section 16, Lot 25 (Plat #588A);

THENCE leaving said Easterly line of Villages of Sherwood Subdivision and with said Southerly line of Sherwood Lakes Condominiums Section 16, Lot 25 (Plat #588A) and also with the Southerly line of Sherwood Lakes Condominiums Section 17, Lot 26 (PLAT #595A), the Southerly line of Sherwood Lakes Condominiums Section 18, Lot 27 (P.C. 4, Pg. 6), the Southerly line of Sherwood Lakes Condominiums Section 19, Lot 28 (P.C. 4, Pg. 44) and the Southerly line of Sherwood Lake Condominiums Section 20, Lot 29 (P.C. 4, Pg. 98) North 76°27'18" East, 483.97 feet to a set iron pin;

THENCE continuing along said Southerly line of Sherwood Lakes Condominiums Section 20, Lot 29 and along the Southerly line of Sherwood Lakes Condominiums Section 21, Lot 30 (P.C. 4, Pg. 120) North 61°52'05" East 219.56 feet to a found 5/8" iron pin stamped "2916, 3275, 3387, 3292" at the Southeasterly corner of said Lot 30, and a point on the Westerly line of Lot 21 of Wysteria Village Subdivision (P.C. 5, Pg. 599);

THENCE continuing along said Westerly line of Lot 21 and the Westerly line of Lots 22, 23 and 24 of said Wysteria Village Subdivision South 04°01'38" West 322.20 feet to a found 5/8" iron pin (no cap) at the Southwesterly corner of

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 00300-2024043

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

said Lot 24;

THENCE leaving said Westerly line of Wysteria Village Subdivision and along the Westerly line of Lots 29 and 30 of Section Three Richwood North Estates (Plat #452A) South 05°30'29" West, 157.14 feet to a found 5/8" iron pin stamped "2916, 3275, 3238, 3292";

THENCE continuing along said Westerly line of Lot 30 and the Westerly line of Lots 31, 32, 33, 34 and 35 of said Section Three Richwood North Estates (Plat #452A) South 05°28'49" West, 398.14 feet to a found 5/8" Iron pin stamped "2916, 3275, 3238, 3292" and a point on the Northerly line of Lot 76 of Section Four Richwood North Estates (Plat #485B);

THENCE continuing along said Northerly line of Lot 76 and the Northerly line of Lots 77, 82, 88 and 89 North 84°29'48" West 862.19 feet to a set iron pin at the Northwestern corner of said Lot 89;

THENCE leaving said Section Four Richwood North Estates (Plat #485B) and along the Northerly line of Lot 388 of Highland Acres Subdivision (P.B. 3, Pg. 6) North 83°57'05" West, 187.10 feet to a found T-post;

THENCE along the Easterly line of Lots 389, 390, 391, 392 and 393 of said Highland Acres Subdivision North 02°42'44" East, 369.90 feet to the POINT OF BEGINNING.

Containing 13.658 acres of land and subject to all legal easements and right-of-way of record.

All set iron pins are 5/8"x 24" rebar with pink plastic cap stamped "RICHARD MURPHY KY 4148" unless otherwise noted. Basis of bearings is from GPS observations based on Kentucky State Plane Single Zone.

BEING a portion of the same property acquired by Sherwood Lakes, LLC, a Kentucky limited liability company, by Deed dated May 12, 2006, of record in Deed Book 916, Page 10, in the Office of the County Clerk of Boone County, Kentucky.

The above description was prepared from a survey made on April 28, 2021 and May 3-6, 2021 under the direction of Richard Murphy, Licensed Professional Land Surveyor #4149 in the Commonwealth of Kentucky.

TAX DATA:

Map #074.00-00-070.01

2023 Assessment: \$381,700.00

2023 State, County and School taxes were paid October 17, 2023, in the discounted amount of \$4,088.54 (face amount \$4,171.98).

Map #074.00-00-070.08

2023 Assessment: \$163,300.00

2023 State, County and School taxes were paid October 17, 2023, in the discounted amount of \$1,749.17 (face amount \$1,784.97).

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 00300-2024043

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 3 of 3.



EXHIBIT A

Parcel I: 14,982 acres

DESCRIPTION: Sherwood Lakes Remainder  
LOCATION: Boone County, Kentucky  
DATE: April 8, 2002

Situated in the County of Boone, Commonwealth of Kentucky, and being part of a 37.9412 acre parcel conveyed in Deed Book 636, Page 136 of the Boone County Clerk's Records, lying to the South and East of Sherwood Lakes Drive (private) and being more particularly described as follows:

Begin by measuring from a found concrete right-of-way monument as the Northwest corner of a 1.2579 acre tract conveyed to the Waco Oil Company in Deed Book 495, Page 280 of the Boone County Clerk's Records at Burlington, Kentucky, said monument being 60' right of Mt. Zion Road Station 62+90; thence with the South right-of-way of Mt. Zion Road, South 08°37'32" West, 114.35 feet, thence South 45°22'52" West, 93.86 feet; thence leaving said right-of-way and with the East line of Highland Acres Subdivision (Plat Book 3, Page 2) South 00°59'00" West, 1332.26 feet to the Southwest corner of a 10.0005 acre tract conveyed in Deed Book 614, Page 109, the same being the Northwest corner of Sherwood Lakes Condominiums Section 5, Lot 9 (Plat Slide #463B) and the TRUE POINT OF BEGINNING.

thence from the TRUE POINT OF BEGINNING and with the South line of said Section 5, Lot 9 South 50°44'04" East, 305.65, feet to the Northwest corner of Sherwood Lakes Condominiums, Section 16, Lot 25 (Plat Cabinet 3, page 588A);

thence with the East line of said Section 16, Lot 25 South 28°35'42" West, 145.21 feet;

thence South 13°43'58" West, 211.56 feet;

thence South 30°42'41 West, 13.08 feet;

thence South 45°00'01" East, 218.06 feet to the Southwest corner of said Section 16;

thence with the South line of said Section 16, Lot 25, South 89°01'00" East, 152.23 feet to the Northwest corner of the property conveyed to Mt. Zion Real Estate Development, L.L.C. in D.B. 773, Pg. 721;

thence with the East line of said Mt. Zion Real Estate Development, L.L.C. South 00°59'00" West, 60.00 feet;

thence with the South line of said Mt. Zion Real Estate Development, L.L.C. South 75°43'39" East, 174.43 feet;

(log b)

Description: Sherwood Lakes Remainder  
Location: Boone County, Kentucky  
Date: April 8, 2002

thence South 67°48'00" East, 335.53 feet;

thence South 86°28'00" East, 156.50 feet to the Southeast corner of said Mt. Zion Real Estate Development, L.L.C. and in the West line of Frank & Mary Domaschko (D.B. 108, Pg. 62);

thence with the West line of Domaschko South 03°32'00" West, 398.00 feet to the Southeast corner of the 37.9412 acre parcel conveyed to Anthony W. Erpenbeck as recorded in D.B. 636, Pg. 136;

thence with the North line of Domaschko, the same being the South line of the 37.9412 acre parcel North 86°28'00" West, 1050.72 to the Southwest corner of said 37.9412 acre parcel and in the East line of the First Addition to Highland Subdivision (P.B. 3, Pg. 6);

thence with the West line of the 37.9412 acre parcel, the same being the East line of Lots 389-398 of said subdivision, and Lots 42-32 of Highland Acres Subdivision (P.B. 3, Pg. 2) North 00°59'00" East, 1266.61 feet to the TRUE POINT OF BEGINNING.

Containing 14.982 acres of land and subject to all legal easements and rights-of-way of record.

All set iron pins are 5/8" x 30" with plastic cap stamped 3275; 3292, 2916, 3387 unless otherwise noted. The reference meridian of record is Deed Book 636, Page 136.

The above description was prepared from a survey made on January 14, 2002 under the direction of David J. Kuethe, Licensed Professional Land Surveyor #3387 in the Commonwealth of Kentucky.

Prior Instrument Reference: Deed Book 636, Page 136.

Parcel II:

4.0726 ACRES

EXHIBIT "A"

Buildings: 31, 32, 33, 34, 35  
Sherwood Lakes Condominiums  
Boone County, Kentucky

Situated in the County of Boone, Commonwealth of Kentucky, and being part of a 37.9412 acre parcel conveyed in Deed Book 636, Page 136 of the Boone County Clerk's Records, lying to the East of Sherwood Lakes Drive (private) and being more particularly described as follows:

Begin by measuring from a found concrete right-of-way monument at the Northwest corner of a 1.2579 acre tract conveyed to the Waco Oil Company (Deed Book 495, Page 280) of the Boone County Clerk's Records at Burlington, Kentucky, said monument being 60' right of Mt. Zion Road Sta 62-1-90; thence with the South right-of-way of Mt. Zion Road, South 08° 37' 32" West, 114.35 feet thence South 45° 22' 52" West, 99.86 feet; thence leaving said right-of-way and with the East line of Highland Acres Subdivision (Plat Book 3, Page 2) South 00° 59' 00" West, 1332.26 feet to the Southwest corner of a 10.0005 acre tract conveyed in Deed Book 614, Page 109; thence with the South line of Sherwood Lakes Condominiums Section 5 (Plat Slide #463B) South 50° 44' 04" East, 319.77 feet; thence North 88° 49' 55" East, 62.00 feet; thence North 76° 16' 33" East, 49.82 feet to TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING and continuing with the South line of Sherwood Lakes Condominiums Section 5 North 76° 16' 33" East, 116.29 feet;

Thence North 37° 55' 00" East, 74.88 feet;

Thence with the Southwest line of a 0.7018 acre tract to be conveyed South 67° 13' 38" East, 245.89 feet;

Thence with the Southeast line of the above mentioned 0.7018 acre parcel North 39° 09' 19" East 103.58 feet;

Thence with the Northeast line of the above mentioned 0.7018 acre tract North 50° 50' 41" West, 44.41 feet;

Thence with the Southwest line of Sherwood Lakes Condominiums Section 14, North 39° 09' 19" East 69.72 feet;

Thence North 68° 35' 18" East, 2.96 feet;

Thence with the South line of Sherwood Lakes Condominiums Section 13 (Plat Slide #539B) an Sherwood Lakes Condominiums Section 12 (Plat Slide #531A) North 68° 29' 29" East, 109.98 feet;

(3 of 6)

Thence with the South line of Sherwood Lakes Condominiums Section 12 South 87° 53' 00" East, 166.02 feet to a point in the East line of the 37.9412 acre tract;

Thence with the East line of the 37.9412 acre tract South 02° 07' 00" West, 271.20 feet;

Thence South 02° 05' 00" West, 506.11 feet;

Thence South 03° 32' 00" West, 157.32 feet;

Thence with a new division line through the 37.9412 acre tract North 86° 28' 00" West, 156.50 feet;

Thence North 67° 48' 00" West, 335.53 feet;

Thence North 75° 43' 39" West, 174.43 feet;

Thence North 00° 50' 00" East, 60.00 feet to a point in the South line of a 3.3472 acre tract to be conveyed;

Thence North 74° 29' 30" East, 159.23 feet to the Southeast corner of the 3.3472 acre tract to be conveyed;

Thence with the East line of the 3.3472 acre tract to be conveyed North 14° 56' 56" West, 22.53 feet;

Thence with a new division line through the 37.9412 acre tract North 78° 01' 13" East, 226.72 feet;

Thence North 59° 55' 11" East, 126.89 feet;

Thence South 30° 04' 49" East, 11.50 feet;

Thence North 59° 55' 11" East, 82.38 feet;

Thence North 30° 04' 49" West, 47.00 feet;

Thence North 59° 55' 11" East, 31.05 feet;

Thence North 30° 04' 49" West, 157.73 feet;

Thence South 59° 55' 11" West, 130.08 feet;

Thence South 84° 52' 02" West, 289.26 feet to the Northeast corner of a 3.3472 acre tract to be conveyed;

Thence with the East line of the 3.3472 acre tract to be conveyed South 89° 04' 34" West, 135.34 feet;

Thence North 00° 55' 26" West, 199.43 feet;

Containing 8.8096 acres of land and subject to all legal easements and rights-of-ways of record.

The reference meridian of record is Deed Book 636, Page 136.

The above description was prepared for mortgage purposes from a survey made on March 12, 1996 under the direction of G.W. Whitacre, Registered Land Surveyor #3275 in the Commonwealth of Kentucky, Monuments will not be set.

Prior Instrument Reference: Deed Book 636, Page 136.

(4 of 6)

LESS AND EXCEPT THIS PARCEL

Mortgage Description (2.2818 Acres)  
Buildings 22, 23, & 24  
Sherwood Lakes Condominiums

LOCATION:

Boone County, Kentucky

DATE:

May 4, 2001

Situated in the County of Boone, Commonwealth of Kentucky, and being part of a 37.9412 acre parcel conveyed in Deed Book 636, Page 136 of the Boone County Clerk's Records, lying to the East of Sherwood Lakes Drive (private) and being more particularly described as follows:

Begin by measuring from a found concrete right-of-way monument at the Northwest corner of a 1.2579 acre tract conveyed to the Waco Oil Company in Deed Book 495, Page 280 of the Boone County Clerk's Records at Burlington, Kentucky, said monument being 60' right of Mt. Zion Road Station 62+90; thence with the South right-of-way of Mt. Zion Road, South 08°37'32" West, 114.35 feet; thence South 45°22'52" West, 93.86 feet; thence leaving said right-of-way and with the East line of Highland Acres Subdivision (Plat Book 3, Page 2) South 00°59'00" West, 1332.26 feet to the Southwest corner of a 10.0005 acre tract conveyed in Deed Book 614, Page 109; thence with the South line of Sherwood Lakes Condominiums Section 5 (Plat Slide # 463B) South 50°44'04" East, 319.77 feet; thence North 88°49'55" East, 62.00 feet; thence North 76°16'33" East, 49.82 feet to a set iron pin and the TRUE POINT OF BEGINNING;

thence from the TRUE POINT OF BEGINNING and continuing with the South line of Sherwood Lakes Condominiums Section 5 North 76°16'33" East, 116.29 feet to a set Mag-nail;

thence North 37°55'00" East, 74.88 feet to a set iron pin;

thence with the Southwest line of a 0.7018 acre tract (D.B. 752, Pg. 210) South 67°13'38" East, 245.89 feet to a set iron pin;

thence with a new division line through the above mentioned 37.9412 acre parcel South 56°15'33" East, 82.15 feet to a set iron pin;

thence South 62°38'04" East, 76.45 feet to a set iron pin at the Northeast corner of a 2.3633 acre tract (D.B. 773, Page 716);

thence with the North line of the 2.3633 acre tract South 51°04'19" West, 125.59 feet to a set Mag-nail;

thence South 73°36'20" West, 82.03 feet to a set iron pin;

thence South 81°53'29" West, 78.10 feet to a set iron pin;

thence South 89°04'34" West, passing the Northwest corner of the 2.3633 acre tract (Northeast corner of the 3.3472 acre tract) at 132.98 feet, a total distance of 268.32 feet;

thence with the East line of the 3.3472 acre tract North 00°55'26" West, 199.43 feet to the TRUE POINT OF BEGINNING;

Containing 2.2818 acres of land and subject to all legal easements and rights-of-ways of record.

All set iron pins are 5/8" x 30" with plastic cap stamped 3275, 3292, 2916, 3387 unless otherwise noted. The reference meridian of record is Deed Book 636, Page 136.

The above description was prepared from a survey made on March 12, 1996 under the direction of G.W. Whitmore, Licensed Professional Land Surveyor #3273 in the Commonwealth of Kentucky.

Price Instrument Reference: Deed Book 636, Page 136.

(5 of 6)

LESS AND EXCEPT THIS PARCEL

GROUP NO. 2058  
DESCRIPTION:

Buildings 20, 21, & 30  
(2.4352 Acre Parcel)  
Sherwood Lakes Condominiums  
Boone County, Kentucky  
November 01, 2000

LOCATION:  
DATE:

Situated in the County of Boone, Commonwealth of Kentucky, and being part of a 37.9412 acre part conveyed in Deed Book 636, Page 124 of the Boone County Clerk's Records, lying to the East of Sherwood Lakes Drive (private) and being more particularly described as follows:

Begin at a set iron pin, found by measuring from a concrete right-of-way monument set at the Northwest corner of a 1.2579 acre tract conveyed to the Waco Oil Company (Deed Book 493, Page 280) of the Boone County Clerk's Records at Burlington, Kentucky, said monument being 60' right of Mt. Zion Road S 62+90; thence with the South right-of-way of Mt. Zion Road, South 06°37'32" West, 114.35 feet; thence South 43°22'52" West, 93.85 feet; thence leaving said right-of-way and with the East line of Highland Acre Subdivision (Plat Book 3, Page 2) South 00°59'00" West, 1332.25 feet to a set iron pin at the Southwest corner of a 10.003 acre tract conveyed in Deed Book 614, Page 109; thence South 30°44'04" East, 319.7 feet; thence North 88°49'55" East, 62.00 feet; thence North 70°16'33" East, 166.11 feet; thence North 37°53'04" East, 74.58 feet to a set iron pin; thence South 67°13'38" East, 245.69 feet to a set iron pin at the TRUE POINT OF BEGINNING;

thence from the TRUE POINT OF BEGINNING North 39°09'19" East, 103.58 feet to a found iron pin;  
thence North 30°30'41" West, 44.41 feet to a set iron pin;  
thence North 39°09'19" East, 69.72 feet to a set iron pin;  
thence North 68°29'29" East, 112.84 feet to a set iron pin;  
thence South 87°53'00" East, 166.02 feet to a set iron pin in the West line of White Pine Village (D.B. 402 Pg. 71)  
thence with said West line South 02°07'00" West, 271.21 feet to a set iron pin;  
thence with the West line of Lechote & Thomas McClorey (D.B. 471, Pg. 215) South 02°05'00" West 184.07 feet to a set iron pin;  
thence with a new division line South 59°55'11" West, 106.60 feet to a set iron pin at the Southeast corner of a 2.3633 acre tract (D.B. 773, Pg. 716);  
thence with the East line of said 2.3633 acre tract North 30°04'49" West, 113.50 feet to a set iron pin;  
thence North 32°13'04" East, 41.24 feet to a set iron pin;  
thence North 30°04'49" West, 121.47 feet to a set iron pin;  
thence with a new division line North 38°16'07" West, 64.66 feet to a set iron pin;  
thence South 82°56'46" West, 39.30 feet to a set iron pin;  
thence North 67°13'38" West, 62.91 feet to the TRUE POINT OF BEGINNING.

Containing 2.4352 Acres of land and subject to all legal encumbrances and rights-of-ways of record.  
All set iron pins are 3/8" x 30" with a plastic cap stamped 2275, 3292, 2916, & 3367 unless otherwise not.  
The reference meridian of record is Deed Book 676, Page 53.  
The above description was prepared from a survey made on March 12, 1996 under the direction of Jay Hayer, Licensed Professional Surveyor #2916 in the Commonwealth of Kentucky.  
Prior Instrument Reference: Deed Book 636, Page 136.

BOONE COUNTY  
D916 Pg 17

(6 of 6)

DOCUMENT NO: 366100  
RECORDED ON: MAY 16, 2006 10:51:23AM  
TOTAL FEES: \$22.00  
TRANSFER TAX: \$1200.00  
GROUP: 2058  
COUNTY CLERK: MARILYN K ROUSE  
BOONE COUNTY CLERK  
DEPUTY CLERK: ELIZABETH  
BOOK D916 PAGES 10 - 17

Pages 10-17



## **BOONE COUNTY PLANNING COMMISSION**

[www.boonecountky.org/pc](http://www.boonecountky.org/pc)  
[www.boonecountygis.com](http://www.boonecountygis.com)

Boone County Administration Building  
2950 Washington Street, Room 317  
P.O. Box 958  
Burlington, KY 41005

Phone (859) 334-2196; Fax (859) 334-2264  
[plancom@boonecountky.org](mailto:plancom@boonecountky.org)

August 22, 2024

Travis E. Yates  
SOCAYR Inc.  
1244 S Fourth Street  
Louisville, KY 40203

RE: Request of **SOCAYR, Inc., per Travis E. Yates (applicant)** for **Sherwood Lakes, LLC (owner)** for a Change of Concept Development Plan in an Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky. The request is for a Change of Concept Development Plan to allow for the development of one hundred sixty-two (162) unit multi-family complex with on-site amenities.

Dear Mr. Yates:

The following represents the recommended conditions of approval for the above-referenced application as discussed by the Planning Commission at their August 21, 2024 meeting. As you verbally agreed to these conditions at that meeting, please so indicate by signing in the space provided at the end of this letter and return the original letter to the Planning Commission's office no later than September 3, 2024.

### CONDITIONS:

1. A written copy of the Sherwood Lakes Homeowners Association action or agreement allowing the proposed apartments shall be furnished to the Boone County Planning Commission when a Major Site Plan application is submitted for review.
2. That the building colors and materials be consistent with what was presented at the August 21, 2024, Zone Change Committee meeting.
3. That the building murals shall not contain any commercial message or images.
4. That the approval be based on the illustrations that were presented at the August 21, 2024, Zone Change Committee meeting. These illustrations included landscape buffers and plantings, a redistribution of the ADA parking spaces, and water service.

Sincerely,

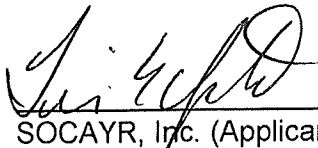


Steven C. Lilly, PLS  
Planner, Zoning Services

SCL/ss

AGREEMENT

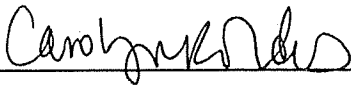
We, the property applicant/developer of the approximate 13.6-acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky, agree to the conditions listed herein for the above referenced Change of Concept Development Plan.



\_\_\_\_\_  
SOCAYR, Inc. (Applicant/Developer)

9/3/2024  
Date

We, the property owner of the approximate 13.6-acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky, agree to the conditions listed herein for the above referenced Change of Concept Development Plan.



\_\_\_\_\_  
Sherwood Lakes, LLC. (Owner)

9/2/2024  
Date

Please return to:

Kelli A. Kleisinger, Esq.  
Dressman Benzinger LaVolle psc  
441 Vine Street, Suite 3500  
Cincinnati, Ohio 45202

RETURN TO:

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the 20<sup>th</sup> day of September, 2011, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration between **SHERWOOD LAKES COUNCIL OF CO-OWNERS HOMEOWNERS' ASSOCIATION, INC.**, a Kentucky corporation, ("Grantor") and **SHERWOOD LAKES, LLC.**, a Kentucky limited liability company, (the "Grantee"), who shall collectively be called the "Parties", and under the following circumstances:

A. Grantor is a Kentucky corporation and is responsible to carry out the management, maintenance and care of the Sherwood Lakes Condominium property;

B. Grantee is the fee owner of certain vacant real estate known as parcel number 074.00-00-070.01 ("Grantee's Property") located off of Sherwood Lakes Drive, adjacent to Sherwood Lakes Condominium;

C. Grantee filed a Complaint against Grantor on March 5, 2010 in the Boone County Circuit Court, Division III, Case No. 10-CI-602. In an effort to resolve such matter, the Grantor and Grantee entered into a Settlement Agreement and General Release wherein, as a condition for the resolution of the claims, they agreed to enter into this Easement Agreement.

D. Grantee desires to develop Grantee's Property and create a community on Grantee's Property; in order for Grantee to access Grantee's Property, Grantee and its successors and assigns must traverse Sherwood Lakes Drive

E. Grantor shall have such powers as are described in Chapter 273 of the Kentucky Revised Statute for non-profit, non-stock corporations as well as described in K.R.S. 381.805 through 381.910, otherwise known as the Kentucky Horizontal Property Laws Statute governing condominiums;

F. Grantor administers and maintains the real property depicted in the attached Exhibit "A" attached hereto and incorporated herein;

G. The property depicted in the attached Exhibit "A" is the roadway known as Sherwood Lakes Drive and the adjacent sidewalk and is part of the Common Area of Sherwood Lakes Condominium as that term is defined in Article 1, Section 1.1(E) of the Declaration of Master Deed for Sherwood Lakes Condominium (hereinafter referred to as "Declaration") recorded on June 25, 1996 in Book 614, Page 19 of the Boone County, Kentucky Clerk's Office;

H. Pursuant to Kentucky Revised Statute Section 273.171, a corporation shall have the power to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property;

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

1. Grantor agrees that the Grantee and its successors and assigns may enter upon Sherwood Lakes Drive and the adjacent sidewalks ("Easement Area") for the purpose of ingress and egress to Grantee's Property for both pedestrians and vehicles, which is illustrated on the drawing attached hereto as Exhibit A, incorporated herein.

2. Repair and Maintenance. The Parties agree that the repair and maintenance of the Easement Area shall be as follows:

- (a) Grantee shall pay for fifty-five percent (55%) of initial repair costs for Sherwood Lakes Drive following Substantial Completion of the Development of the Grantee's Property. "Substantial Completion of the Development" shall be defined throughout as it is generally understood, or as defined in Grantee's agreement with its builder, or upon issuance of a temporary certificate of occupancy, or upon the architect or design professional's certification of substantial completion. Unless the repairs are those anticipated in Paragraph 2(b) below, should Grantor require repair to the Sherwood Lakes Drive prior to the Substantial Completion of the Development of the Grantee's Property, Grantor shall be responsible for one hundred percent (100%) of such repair costs. To the extent there is a delay between Substantial Completion of the Development of the Grantee's Property and when Grantor seeks to perform any initial repairs to the Sherwood Lakes Drive, Grantee shall patch any visible damage to the Sherwood Lakes Drive that is directly associated with and wholly caused by Grantee's Property construction traffic, including, but not limited to, damage caused by construction vehicles, equipment, and other associated traffic.
- (b) Grantee shall repair, at its sole cost, all damage to the Sherwood Lakes Drive that is directly associated with and wholly caused by any activities of Grantee or Grantee's Property construction traffic, including, but not limited to, damage caused by construction vehicles, equipment, and other associated traffic.
- (c) After the initial repairs are completed, all future repair costs for Sherwood Lakes Drive shall be shared by Grantee and Grantor based upon the proportion resulting from comparing the number of condominiums within the Sherwood Lakes Condominium and the number of units within the Grantee's development of the Grantee's Property.
- (d) After the initial repairs are completed, all other maintenance, including snow removal, needed for the Sherwood Lakes Drive shall be shared by Grantee and Grantor in accordance with the proportion resulting from comparing the number of condominiums in the Sherwood Lakes Condominium and the number of units within the Grantee's development of the Grantee's Property. Upon Substantial Completion of the Development, all maintenance of the sidewalk adjacent to Sherwood Lakes Drive shall be shared by Grantee and Grantor in accordance with the proportion resulting from comparing the number of condominiums in the

Sherwood Lakes Condominium and the number of units within the Grantee's development of the Grantee's Property.

3. Maintenance Procedure. Grantor retains the right to hire any engineer to advise about road work. Upon recommendation of such engineer or in accordance with any reserve study obtained by the Grantor, Grantor has the right to initiate road work. With regard to any road work to be completed for Sherwood Lakes Drive at the expense of both the Grantor and Grantee, the Parties agree to hire Bayer Becker Engineers (or its successor) to establish specifications for the work. Bayer Becker Engineers, or other mutually agreed upon engineer, will spec and bid-out such work provided there are a minimum of three bidders on any work to be performed. Upon completion of bidding both Grantee and Grantor will accept the bid recommended by Bayer Becker Engineers, or other mutually agreed upon engineer, unless the Parties mutually agree otherwise.

4. Use of Easement Area. The Grantor shall not impede or obstruct the Grantee's and its successors and assigns access to or use and enjoyment of Easement Area.

5. Indemnification. The Grantee agrees to hold harmless, defend and indemnify the Grantor and its respective successors and assigns from any loss, damage, cost and expense (including, without limiting the generality thereof, reasonable attorneys' fees, litigation costs, and expenses), penalty, claim, demand or liability arising from or related to personal injury, wrongful death and property damage arising from or related to its use of the Easement Area. The Grantor agrees to hold harmless, defend and indemnify the Grantee and its respective successors and assigns from any loss, damage, cost and expense (including, without limiting the generality thereof, reasonable attorneys' fees, litigation costs, and expenses), penalty, claim, demand or liability arising from or related to personal injury, wrongful death and property damage arising from or related to its use of the Easement Area.

6. Successors and Assigns. This Agreement and the terms and conditions hereof shall run with the land and be appurtenant thereto and be binding upon and inure to the benefit of the Grantor and Grantee and their members, successors and assigns and on all present and future owners of the units within Sherwood Lakes Condominium and present and future owners of part or all of the Grantee's Property.

7. Headings. The headings herein are for convenience and reference only and in no way define and limit the scope and content of this Agreement or in any way affect its provisions.

8. Severability. In case any one or more of the provisions set forth in the Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.

9. Modifications. No agreement shall be effective to add to, change, modify, waiver or discharge this Agreement in whole or in part, unless such agreement is in writing executed by the Grantor and the Grantee, or their respective successors or assigns.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

11. No Partnership. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Grantor and Grantee or their respective successors or assigns.

12. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be considered an original, but together shall constitute but one and the same agreement.

13. Final Agreement. This Agreement represents the complete understanding of the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties or statements or agreements between the parties as to the same.

14. Waiver. The failure to enforce or restrain the breach of any provision contained in this Agreement shall in no way be deemed a waiver of the right to enforce or restrain such breach or any future breach, or to insist on the strict performance of this Agreement.

The parties have executed this Agreement as of the date first written above.

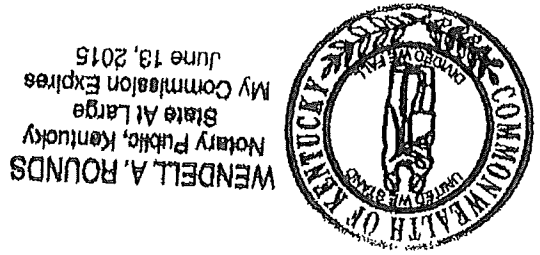
**GRANTOR:**

**SHERWOOD LAKES COUNCIL OF CO-OWNERS HOMEOWNERS' ASSOCIATION, INC.**

A Kentucky corporation

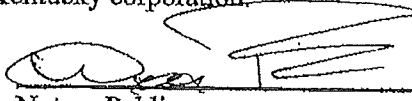
Noreene Morgan  
By: NOREENE MORGAN  
Its: President

Boone County  
EA76 PG 784



COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF BOONE )

The foregoing instrument was acknowledged before me this 23 day of September, 2011, by Noreen Morgan, as President of Sherwood Lakes Council of Co-Owners Homeowners' Association, Inc. a Kentucky corporation.

 # 444824  
\_\_\_\_\_  
Notary Public

**GRANTEE:**


**SHERWOOD LAKES, LLC.,**  
A Kentucky limited liability company

\_\_\_\_\_  
By: Paul Ritter, Authorized Agent

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF BOONE )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2011, by Paul Ritter, Authorized Agent of **SHERWOOD LAKES, LLC.,** a Kentucky limited liability company.

\_\_\_\_\_  
Notary Public

This Instrument Prepared By:   
~~M. Mehrin Doolin, Esq.~~ R. Tony Martina, Esq.  
Cuni, Ferguson & LeVay Co., L.P.A.  
10655 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 771-6768

**Boone County**  
**EA76 PG 785**

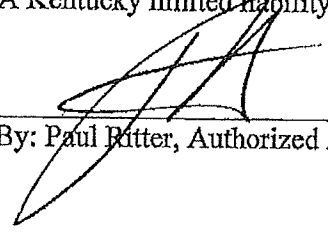
COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF BOONE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Noreen Morgan, as President of Sherwood Lakes Council of Co-Owners Homeowners' Association, Inc. a Kentucky corporation.

\_\_\_\_\_  
Notary Public

**GRANTEE:**

**SHERWOOD LAKES, LLC.,**  
A Kentucky limited liability company

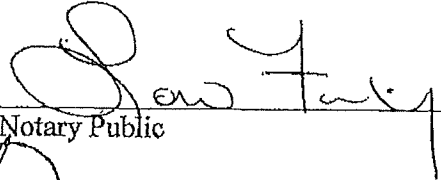
  
\_\_\_\_\_  
By: Paul Ritter, Authorized Agent

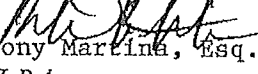
State of Ohio  
COMMONWEALTH OF KENTUCKY )  
Clermont ) SS:  
COUNTY OF BOONE )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2011, by Paul Ritter, Authorized Agent of **SHERWOOD LAKES, LLC.,** a Kentucky limited liability company.



LORI FINLEY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
FEBRUARY 27, 2016

  
\_\_\_\_\_  
Notary Public

This Instrument Prepared By:   
M. Mehrin Doozin, Esq. R. Tony Martina, Esq.  
Cuni, Ferguson & LeVay Co., L.P.A.  
10655 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 771-6768

Boone County  
EA76 PG 786

Group No.: 2058

Exhibit A

Depiction of Easement Area

Situated in the City of Florence and in Unincorporated Boone County, Commonwealth of Kentucky, lying on the South side of Mt. Zion Road, and being an access easement over existing Sherwood Lakes Drive, and also being part of an original 2.770 acre tract conveyed to Sherwood Lakes Development, LLC in Deed Book 867, Page 67, and over part of an original 4.018 acre tract conveyed to Sports of All Sorts, Inc. in Deed Book 852, Page 246, over part of Lot 10 of Daniels Business Park, Section 2, as recorded in Plat Cabinet 5, Page 221 and conveyed to NDJ Properties, LLC in Deed Book 935, Page 397 of the Boone County Clerk's Records and also being over part of existing Sherwood Lakes Condominiums and over part of the Villages at Sherwood Lakes Subdivision, Section One, and being further described as follows:

Begin at the Northeast corner Lot 10 of the above mentioned Daniels Business Park, Section 2, said corner also being on the existing South right-of-way line of Mt. Zion Road; thence, with the existing South right of way line of Mt. Zion Road, South  $87^{\circ}42'31''$  West, 71.28 feet to the TRUE POINT OF BEGINNING;

thence, from the TRUE POINT OF BEGINNING, through the above mentioned Lot 10 and the above mentioned 4.018 acre tract, the following eight courses: South  $00^{\circ}30'59''$  East, 273.42 feet;

thence, along a curve to the left, having a radius of 575.00 feet, an arc length of 6.17 feet, a chord bearing South  $00^{\circ}49'25''$  East, and a chord length of 6.17 feet;

thence, South  $01^{\circ}07'52''$  East, 276.80 feet;

thence, along a curve to the right, having a radius of 625.00 feet, an arc length of 23.06 feet, a chord bearing South  $00^{\circ}04'26''$  East, and a chord length of 23.06 feet;

thence, South  $00^{\circ}59'00''$  West, 158.73 feet;

thence, along a curve to the left, having a radius of 30.00 feet, an arc length of 32.56 feet, a chord bearing South  $30^{\circ}06'27''$  East, and a chord length of 30.98 feet;

thence, along a curve to the right, having a radius of 45.00 feet, an arc length of 48.84 feet, a chord bearing South  $30^{\circ}06'27''$  East, and a chord length of 46.48 feet;

thence, South  $00^{\circ}59'00''$  West, 45.00 feet to a point on the North line of the above mentioned Sherwood Lakes Condominiums;

thence, with the common line of the above mentioned 4.018 acre tract and the above mentioned Sherwood Lakes Condominiums, the following two courses: North  $89^{\circ}01'00''$  West, 90.00 feet;

thence, North 00°59'00" East, 40.94 feet;

thence, leaving the above mentioned 4.018 acre tract and through the above mentioned Sherwood Lakes Condominiums, the following ten courses: South 65°48'54" West, 63.61 feet;

thence, South 83°03'42" West, 89.59 feet;

thence, along a curve to the left, having a radius of 107.50 feet, an arc length of 154.00 feet, a chord bearing South 42°01'21" West, and a chord length of 141.16 feet;

thence, South 00°59'00" West, 458.40 feet;

thence, along a curve to the left, having a radius of 117.50 feet, an arc length of 113.67 feet, a chord bearing South 26°43'47" East, and a chord length of 109.29 feet;

thence, South 54°26'34" East, 177.44 feet;

thence, along a curve to the right, having a radius of 142.50 feet, an arc length of 191.02 feet, a chord bearing South 16°02'26" East, and a chord length of 177.04 feet;

thence, South 22°21'41" West, 44.68 feet;

thence, along a curve to the left having a radius of 215.00 feet, an arc length of 104.14 feet, a chord bearing South 08°29'05" West, and a chord length of 103.13 feet;

thence, South 05°23'31" East, passing the North line of Lot 6 of the Villages at Sherwood Lakes Subdivision, Section One, as recorded in Plat Cabinet 5, Page 387 at 292.16 feet, a total distance of 296.03 feet;

thence, through the above mentioned Lots 1, 5 and 6 of the above mentioned Villages at Sherwood Lakes Subdivision, Section One, the following seventeen courses: along a curve to the left having a radius of 287.50 feet, an arc length of 38.11 feet, a chord bearing South 09°11'21" East, and a chord length of 38.08 feet;

thence, South 12°59'10" East, 173.48 feet;

thence, along a curve to the left, having a radius of 87.50 feet, an arc length of 78.06 feet, a chord bearing South 38°32'41" East, and a chord length of 75.50 feet;

thence, South 25°53'48" West, 25.00 feet;

thence, along a curve to the right, having a radius of 112.50 feet, an arc length of 100.37 feet, a chord bearing North 38°32'41" West, and a chord length of 97.07 feet;

thence, North 12°59'10" West, 60.59 feet;

thence, along a curve to the left, having a radius of 19.50 feet, an arc length of 31.18 feet, a chord bearing North 58°47'13" West, and a chord length of 27.96 feet;

thence, along a curve to the left, having a radius of 87.50 feet, an arc length of 24.48 feet, a chord bearing South 67°23'53" West, and a chord length of 24.40 feet;

thence, South 59°23'00" West, 77.40 feet;

thence, along a curve to the left, having a radius of 87.50 feet, an arc length of 56.79 feet, a chord bearing South 40°47'26" West, and a chord length of 55.80 feet;

thence, North 67°48'09" West, 25.00 feet;

thence, along a curve to the right, having a radius of 112.50 feet, an arc length of 73.01 feet, a chord bearing North 40°47'26" East, and a chord length of 71.74 feet;

thence, North 59°23'00" East, 77.40 feet;

thence, along a curve to the right, having a radius of 112.50 feet, an arc length of 33.00 feet, a chord bearing North 67°47'10" East, and a chord length of 32.88 feet;

thence, along a curve to the left, having a radius of 19.50 feet, an arc length of 30.35 feet, a chord bearing North 31°36'05" East, and a chord length of 27.38 feet;

thence, North 12°59'10" West, 48.88 feet;

thence, along a curve to the right, having a radius of 312.50 feet, an arc length of 41.42 feet, a chord bearing North 09°11'21" West, and a chord length of 41.39 feet;

thence, North 05°23'31" West, passing the North line of Lot 1 of the above mentioned Villages at Sherwood Lakes Subdivision, Section One, at 6.66 feet, a total distance of 296.03 feet;

thence, continuing through the above mentioned Sherwood Lakes Condominiums, the following ten courses: along a curve to the right, having a radius of 240.00 feet, an arc length of 116.25 feet, a chord bearing North 08°29'05" East, and a chord length of 115.12 feet;

thence, North 22°21'41" East, 44.68 feet;

thence, along a curve to the left, having a radius of 117.50 feet, an arc length of 157.51 feet, a chord bearing North 16°02'26" West, and a chord length of 145.98 feet;

thence, North 54°26'34" West, 177.44 feet;

thence, along a curve to the right, having a radius of 142.50 feet, an arc length of 137.85 feet, a chord bearing North 26°43'47" West, and a chord length of 132.54 feet;

thence, North 00°59'00" East, 458.40 feet;

thence, along a curve to the right, having a radius of 132.50 feet, an arc length of 189.81 feet, a chord bearing North 42°01'21" East, and a chord length of 173.99 feet;

thence, North 83°03'42" East, 85.80 feet;

thence, North 65°48'54" East, 71.56 feet;

thence, North 00°59'00" East, 171.44 feet to a point on the South line of the above mentioned 2.770 acre tract;

thence, leaving the above mentioned Sherwood Lakes Condominiums, and through the above mentioned 2.770 acre tract, the following four courses: North 00°59'00" East, 30.06 feet;

thence, along a curve to the left, having a radius of 575.00 feet, an arc length of 21.22 feet, a chord bearing North 00°04'26" West, and a chord length of 21.22 feet;

thence, North 01°07'50" West, 278.35 feet;

thence, North 57°47'47" West, 3.59 feet to a point on the Southeast corner of a 1.25 acre tract conveyed to National Retail Properties, LP in Deed Book 951, Page 111;

thence, leaving the above mentioned 2.770 acre tract and with the East line of the above mentioned 1.25 acre tract, North 00°30'59" West, 274.99 feet to a point on the existing South right-of-way line of Mt. Zion Road;

thence, with the existing Sought right-of-way line of Mt. Zion Road, North 87°42'31" East, 53.03 feet to the TRUE POINT OF BEGINNING.

Containing 2.337 acres of land and being subject to all easements and rights of way of record.

The reference meridian of record is Plat Cabinet 3, Page 588A of the Boone County Clerk's Office.

287931v4

**Boone County**  
**EA76 PG 790**

DOCUMENT NO: 689639  
RECORDED ON: OCTOBER 31, 2012 10:24:11AM  
TOTAL FEES: 438.00  
GROUP : 2058  
COUNTY CLERK: KENNY BROWN  
COUNTY: BOONE COUNTY CLERK  
DEPUTY CLERK: BONNIE  
BOOK EA76 PAGES 781 - 790

Exhibit  
A



## SETTLEMENT AGREEMENT AND GENERAL RELEASE

*This Settlement Agreement and General Release* is made and entered into by and among **Sherwood Lakes, LLC**, a Kentucky limited liability company, which is referred to as "**Sherwood Lakes**", **Sherwood Lakes Council of Co-Owners Homeowners' Association, Inc.**, a Kentucky corporation, which is referred to as "**Council**". **Sherwood Lakes and Council** are sometimes referred to singularly as a "**Party**" and collectively as the "**Parties.**"

*WHEREAS*, on March 5, 2010, **Sherwood Lakes** filed a complaint now pending as Case No. 10-CI-602 in the Boone County Circuit Court, Division III (the "**Complaint**"); and

*WHEREAS*, **Council** has denied and continues to deny any liability or responsibility for any of **Sherwood Lakes'** claims; and

*WHEREAS*, Dawn Hall, Lisa Williams, Joe Runion, Keith Messmer, Carol Miller, Nathan Baker, Nicola Culbertson (Hall, Williams, Runion, Messmer, Miller, Baker, and Culbertson, who are collectively referred to as "**Board Members**") were also named in the **Complaint**; and

*WHEREAS*, **Sherwood Lakes** granted the **Council** an extension of time to answer the **Complaint** in an effort to settle all claims between the **Parties** and no responsive pleading, answer, cross claim, or counterclaim have been filed by the **Council** or the **Board Members**; and

*WHEREAS*, the **Council** is a Kentucky corporation that shall carry out the management, maintenance and care of the **Sherwood Lakes Condominium** property pursuant to the Declaration referenced below; and

*WHEREAS*, **Sherwood Lakes** is the owner of a vacant lot (parcel number 074.00-00-070.01) located off of **Sherwood Lakes Drive**, adjacent to **Sherwood Lakes Condominium**; and

*WHEREAS*, **Sherwood Lakes** desires to develop its vacant lot; and

*WHEREAS*, **Sherwood Lakes** is also the owner of three (3) Units within **Sherwood Lakes Condominium**, located at 903, 904, and 912 **Shiredale Drive**, Florence, Kentucky 41042 and is therefore subject to and governed by the Declaration of Master Deed for **Sherwood Lakes Condominium** ("**Declaration**"), its amendments and supplements, the **By-Laws** of **Sherwood Lakes Council of Co-Owners Homeowners' Association, Inc.** ("**By-Laws**"), and the **Articles of Incorporation** for **Sherwood Lakes Council of Co-Owners Homeowners' Association, Inc.** ("**Articles**") in connection with those units it owns on **Shiredale Drive**; and

*WHEREAS*, **Sherwood Lakes** was the owner of one (1) Unit within **Sherwood Lakes Condominium**, located at 911 **Shiredale Drive**, Florence, Kentucky 41042 and was therefore subject to and governed by the **Declaration**, its amendments and supplements, the **By-Laws**, and the **Articles** during the ownership period; and

*WHEREAS*, by virtue of its prior or current ownership of Units within Sherwood Lakes Condominium, **Sherwood Lakes** was or is obligated to pay assessments as set forth in the Declaration, By-Laws, and Articles; and

*WHEREAS*, the Parties wish to completely and finally settle all claims or disputes that exist between them including, but not limited to, all differences involved in the above referenced civil action;

*NOW THEREFORE*, in consideration for all of the above and of the mutual promises contained herein, **Sherwood Lakes and Council**, agree that:

1. Upon execution of this Agreement and in exchange for the consideration recited below, **Sherwood Lakes**, as to the **Council**, the **Board Members and Nationwide Property and Casualty Insurance Company (in this Paragraph 1, these released persons and entities are referred to as "Releasees")**, hereby fully releases, discharges, compromises and settles any and all claims, demands, rights of action or obligations (including all attorney's fees and costs actually incurred), matured or unmatured of whatever nature and whether or not presently known, that exist as of the execution date of this Agreement, including but not limited to all claims contained in the above referenced civil action. **Sherwood Lakes** agrees that the purpose of this Release to include all claims and demands of whatever kind, nature or account, and of all and any known or unknown losses or damages which **Sherwood Lakes** has now or hereafter may have against the **Releasees** that exist as of the execution date of this Agreement. It is agreed and understood that liability and responsibility on the part of the **Releasees** is expressly denied for the damages sustained by **Sherwood Lakes** and that the acceptance of the consideration described within this Release is in full accord and satisfaction of a disputed claim against the **Releasees**; that this Release and settlement is intended to and does cover all known losses and damages, and any future losses and damages not now known or anticipated, which may later develop or be discovered, including all the effects and consequences thereof that exist as of the execution date of this Agreement. **Sherwood Lakes** hereby agrees that it will at all times indemnify and hold and save harmless the **Releasees**, from and against any and all actions, claims, demands, liabilities, losses or damages of any kind or nature whatsoever arising from the above referenced civil action or brought by any third party that arises from **Sherwood Lakes'** efforts to develop the Sherwood Lakes Property (as defined below), provided that **Releasees** will not be indemnified for their own negligence or wrongdoing.
2. Upon execution of this Agreement and in exchange for the consideration recited below, the **Council**, as to **Sherwood Lakes**, hereby fully releases, discharges, compromises, and settles any and all claims, demands, rights of action or obligations (including all attorney's fees and costs actually incurred), matured or unmatured of whatever nature and whether or not presently known, that exist as of the execution date of this Agreement, including all claims **Council** have or could have asserted in the above-referenced civil action. **Council** agrees that the purpose of this Release is to include all claims and demands of whatever kind, nature or account, and of all and any known or unknown losses or damages which **Council** have now or hereafter may have against **Sherwood Lakes** that exist as of the execution date of this Agreement. It is agreed and understood that liability and responsibility on the part of **Sherwood Lakes** is expressly denied for the damages sustained by **Council** and that acceptance of the consideration described within this Release is in full accord and

satisfaction of a disputed claim against **Sherwood Lakes**, that this Release is intended to and does cover all known losses and damages, and any future losses and damages not now known or anticipated, which may later develop or be discovered, including all the effects and consequences thereof that exist as of the execution date of this Agreement.

3. **Council** shall provide the Boone County Planning Commission a copy of its action or agreement stating that the **Council** has no objection to **Sherwood Lakes**' requested change in the Concept Development Plan that was previously submitted to the Boone County Planning Commission. **Council** acknowledges that the Declaration does not bind **Sherwood Lakes**' vacant lot (parcel number 074.00-00-070.01) located off of Sherwood Lakes Drive, adjacent to Sherwood Lakes Condominium ("Sherwood Lakes Property"). **Council** shall not object to or oppose in any manner **Sherwood Lakes**' development of the Sherwood Lakes Property; however, the Council and its members shall have the right to attend and speak at any hearing held by the Planning Commission.

4. Upon the Boone County Water District's approval of **Sherwood Lakes**' plan for water usage, the **Council** shall permit **Sherwood Lakes** to connect to its water line provided such connection is at no cost to the **Council** and such connection does not interfere with or negatively affect the services to be provided to the **Council**. **Sherwood Lakes** agrees to separately meter each building. As well, **Sherwood Lakes** shall pay the **Council** for **Sherwood Lakes**' water usage at the same rate as charged by the Water District and all taxes related to **Sherwood Lakes**' water usage. **Sherwood Lakes** shall pay all costs associated with its use of the **Council**'s water line. **Sherwood Lakes** shall provide **Council** adequate documentation of its usage and provide such documentation to **Council** within fourteen (14) days of having the meters read. **Sherwood Lakes** shall pay its portion of any water bill within fourteen (14) days of having the meters read. **Sherwood Lakes** shall coordinate its meter reading to coincide with the **Council**'s meter reading. **Sherwood Lakes** agrees that it will provide its own water and will not use any of the **Council**'s water during construction. At the time of punch-out or general building clean up, **Sherwood Lakes** will have installed the individual building water meters and all water usage will be metered and paid by **Sherwood Lakes**.

5. With the exception of Paragraph 4 above, the **Council** agrees to permit **Sherwood Lakes** to connect to any public utilities as long as such connection does not interfere with or negatively affect the services to be provided to the **Council** and such connection shall not be at any expense to the **Council**. The **Parties** acknowledge that the connection to the **Council**'s utilities, the details of which are not yet known by either **Party**, may require that the **Parties** enter into additional agreements in the future. The **Council** agrees to reasonably cooperate with **Sherwood Lakes** in the event that such connection to its public utility facilities is necessary, after having been presented with a proposed agreement detailing each individual utilities company's approval of the plan. The **Council** agrees that its consent will not be unreasonably withheld. Further, should **Sherwood Lakes** develop the Sherwood Lakes Property, **Sherwood Lakes** acknowledges that such development shall not have access to the **Council**'s common areas, including the pool and clubhouse.

6. **Sherwood Lakes** shall knowingly and voluntarily instruct its attorney, *Todd McMurtry, Dressman Benzinger LaVelle, psc, 207 Thomas More Parkway, Crestview Hills, Kentucky 41017* to execute, at the time of the execution of this Agreement, an original "Stipulation of Dismissal with Prejudice", a copy of which is attached hereto as Exhibit A, and the original of which is transmitted herewith, to be filed in the above referenced civil action by **Sherwood Lakes'** attorney within fifteen days from the date upon which this Agreement is executed by the **Parties**.
7. **Sherwood Lakes** agrees to pay all past due assessments for Units 903, 904, 911, and 912 in an amount totaling \$3,957.27 and late fees totaling \$1,550.00 through September 2011 which payment shall be paid upon execution of this Agreement. The **Council** agrees to waive any and all additional interest that was or may be charged on the late payment of any and all past due assessments pursuant to the terms of the Declaration.
8. **Sherwood Lakes** agrees that it is responsible for all costs associated with the roadways, water lines, utility facilities, and sidewalks located on Sherwood Lakes Property.
9. **Sherwood Lakes** shall have two parking pads (equal to the parking pad now directly behind 903 Shiredale Drive) constructed for reasonable parking for Buildings 1, 5, and 6 (such Buildings being the last three Buildings accepted into the Council). Building 1 (consisting of 900, 904, 908, 912, and 916 Shiredale Drive) and Building 5 (consisting of 903, 907, 911, 915 Shiredale Drive) are located on Shiredale Drive and Building 6 (consisting of 10200, 10204, 10208, 10212, and 10216 Sherwood Lakes Drive) is located on Sherwood Lakes Drive. **Sherwood Lakes** may choose the location of the parking pads from the three options marked in yellow on the attached Exhibit B.
10. Subject to the conditions of Paragraph 11 below and in accordance with the terms of the Easement Agreement simultaneously executed with this Settlement Agreement and General Release ("Easement Agreement"), a copy of which is attached hereto as Exhibit C, the **Council** agrees to permit **Sherwood Lakes**, its agents, and the future owners within the to-be-developed Sherwood Lakes community, their successors, assigns, guests, occupants, tenants, and business invitees, access to and over Sherwood Lakes Drive and the adjacent sidewalks prior to, during, and after the development of the Sherwood Lakes Property for purposes of ingress and egress to the Sherwood Lakes Property for both pedestrians and vehicles. Such Easement Agreement, once executed, shall be recorded with the Boone County Clerk's Office.
11. In consideration of the access to Sherwood Lakes Drive for ingress and egress granted above, the **Parties** agree as follows:
  - (a) In accordance with the terms of the Easement Agreement, **Sherwood Lakes** shall pay for fifty-five percent (55%) of initial repair costs for Sherwood Lakes Drive following Substantial Completion of the Development of the Sherwood Lakes Property. "Substantial Completion of the Development" shall be defined throughout as it is generally understood, or as defined in **Sherwood Lakes'** agreement with its builder, or upon issuance of a temporary certificate of occupancy, or upon the architect or design professional's certification of substantial completion. Unless the repairs are those anticipated in Paragraph

11(b) below, should **Council** require repair to Sherwood Lakes Drive prior to the Substantial Completion of the Development of the Sherwood Lakes Property, **Council** shall be responsible for one hundred percent (100%) of such repair costs. To the extent there is a delay between Substantial Completion of the Development of the Sherwood Lakes Property and when **Council** seeks to perform any initial repairs to Sherwood Lakes Drive, **Sherwood Lakes** shall patch any visible damage to Sherwood Lakes Drive that is directly associated with and wholly caused by Sherwood Lakes Property construction traffic, including, but not limited to, damage caused by construction vehicles, equipment, and other associated traffic.

(b) In accordance with the terms of the Easement Agreement, **Sherwood Lakes** shall repair, at its sole cost, all damage to Sherwood Lakes Drive that is directly associated with and wholly caused by any activities of **Sherwood Lakes** or Sherwood Lakes Property construction traffic, including, but not limited to, damage caused by construction vehicles, equipment, and other associated traffic.

(c) After the initial repairs are completed, and in accordance with the terms of the Easement Agreement, all future repair costs for Sherwood Lakes Drive shall be shared by **Sherwood Lakes** and **Council** based upon the proportion resulting from comparing the number of condominiums within the Sherwood Lakes Condominium and the number of units within the **Sherwood Lakes'** development of the Sherwood Lakes Property.

(d) After the initial repairs are completed, and in accordance with the terms of the Easement Agreement, all other maintenance, including snow removal, needed for Sherwood Lakes Drive shall be shared by **Sherwood Lakes** and **Council** in accordance with the proportion resulting from comparing the number of condominiums in the Sherwood Lakes Condominium and the number of units within the **Sherwood Lakes'** development of the Sherwood Lakes Property. Upon Substantial Completion of the Development, all maintenance of the sidewalk adjacent to Sherwood Lakes Drive shall be shared by **Sherwood Lakes** and **Council** in accordance with the proportion resulting from comparing the number of condominiums in the Sherwood Lakes Condominium and the number of units within the **Sherwood Lakes'** development of the Sherwood Lakes Property.

12. **Council** retains the right to hire any engineer to advise about road work. Upon recommendation of such engineer or in accordance with any reserve study obtained by the **Council**, **Council** has the right to initiate road work. With regard to any road work to be completed for Sherwood Lakes Drive at the expense of both the **Council** and **Sherwood Lakes**, the **Parties** agree to hire Bayer Becker Engineers (or its successor) to establish specifications for the work. Bayer Becker Engineers, or other mutually agreed upon engineer, will spec and bid-out such work provided there are a minimum of three bidders on any work to be performed. Upon completion of bidding both **Sherwood Lakes** and **Council** will accept the bid recommended by Bayer Becker Engineers, or

other mutually agreed upon engineer, unless the **Parties** mutually agree otherwise.

13. It is acknowledged and agreed that this Settlement Agreement and General Release is a compromise of doubtful and disputed claims and that the consideration provided is not to be construed as an admission of liability by either **Party**. The **Council** denies any liability in this matter and by entering into this Settlement Agreement and General Release intends merely to avoid further litigation. **Sherwood Lakes** denies any liability in this matter and by entering into this Settlement Agreement and General Release intends merely to avoid further litigation.

14. This Settlement Agreement and General Release shall be binding upon and shall inure to the benefit of the **Parties** and their successors and assigns.

15. The **Parties** agree that they have read this Settlement Agreement and General Release in its entirety, that they have thoroughly discussed all aspects of it with their attorneys, and that their agreement to all of its provisions is made freely, voluntarily, and with full knowledge and understanding of its contents.

16. This Settlement Agreement and General Release sets forth the entire agreement between the **Parties** hereto and fully supersedes any and all prior agreements or understandings, whether oral or written, between the **Parties**. It shall be interpreted and enforced under the laws of the Commonwealth of Kentucky. If for any reason any portion of this Agreement is deemed invalid or unenforceable, all remaining parts shall remain binding and in full force and effect.

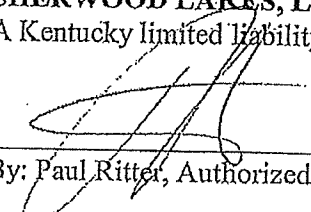
17. Each signer of this Settlement Agreement and General Release hereby warrants and represents that he has full authority to execute and perform this Settlement Agreement and General Release on behalf of the entity for which he or she has signed.

18. This Settlement Agreement and General Release may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. This Settlement Agreement and General Release cannot be modified except in writing signed by the parties.

**IN WITNESS WHEREOF**, **Sherwood Lakes, LLC**, a Kentucky limited liability company, has set its hand this 26<sup>th</sup> day of September, 2011.

**SHERWOOD LAKES, LLC**  
A Kentucky limited liability company

  
By: Paul Ritter, Authorized Agent









**ORDINANCE 2024-31**

**AN ORDINANCE OF THE BOONE COUNTY FISCAL COURT, KENTUCKY APPROVING A REQUEST, WITH CONDITIONS, OF SOCAYR, INC., PER TRAVIS E. YATES (APPLICANT) FOR SHERWOOD LAKES, LLC (OWNER) FOR A CHANGE OF CONCEPT DEVELOPMENT PLAN IN AN URBAN RESIDENTIAL ONE (UR-1) DISTRICT, FOR AN APPROXIMATE 13.6 ACRE AREA LOCATED AT THE TERMINUS OF SHERWOOD LAKES DRIVE, INCLUDING THE PROPERTIES HAVING THE FOLLOWING PARCEL IDENTIFICATION NUMBERS (PIDN'S): 074.00-00-070.08 AND 074.00-00-070.01, BOONE COUNTY, KENTUCKY.**

**WHEREAS**, the Boone County Planning Commission received a request for a Change of Concept Development Plan in a Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070.01, Boone County, Kentucky, which is more particularly described below; and

**WHEREAS**, the Boone County Planning Commission as the planning unit for the unincorporated areas of Boone County, Kentucky, was requested to and has conducted a Public Hearing serving as a due process trial-type hearing and made findings recommending approval, with Conditions, for the Change of Concept Development Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF COUNTY OF BOONE, COMMONWEALTH OF KENTUCKY:**

**Section One**

That the request for a Change of Concept Development Plan for the real estate which is more particularly described is approved, with Conditions, for a Urban Residential One (UR-1) district, for an approximate 13.6 acre area located at the terminus of Sherwood Lakes Drive, including the properties having the following Parcel Identification Numbers (PIDN's): 074.00-00-070.08 and 074.00-00-070, Boone County, Kentucky. The real estate, which is the subject of this request for a Change of Concept Development Plan is more particularly described in DEED BOOKS/PAGE NOS: 916/6 and 916/10 (as supplied by the applicant) as recorded in the Boone County Clerk's office.

**Section Two**

That as a basis for approval, with Conditions, for a Change of Concept Development Plan request are the Findings of Fact and Conditions of the Boone County Planning Commission as set forth in its minutes and official records for this request shall be and are hereby incorporated by reference as if fully set out in this Ordinance and marked as "Exhibit 1."


**Section Three**

This Ordinance shall be in effect and in full force from and after its passage, publication and adoption, according to law.

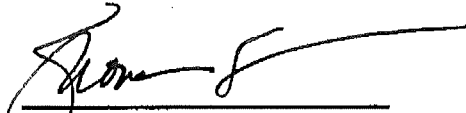
First Reading the 1<sup>st</sup> day of October 2024

Second Reading the 22<sup>nd</sup> day of October 2024

Adopted this 22<sup>nd</sup> day of October 2024 Yes 4 No 0

  
\_\_\_\_\_  
Gary W. Moore, Judge/Executive  
Boone County Fiscal Court

ATTEST:

  
\_\_\_\_\_  
Shona Schulkers,  
Fiscal Court Clerk

**GENERAL SITE PLAN NOTES**

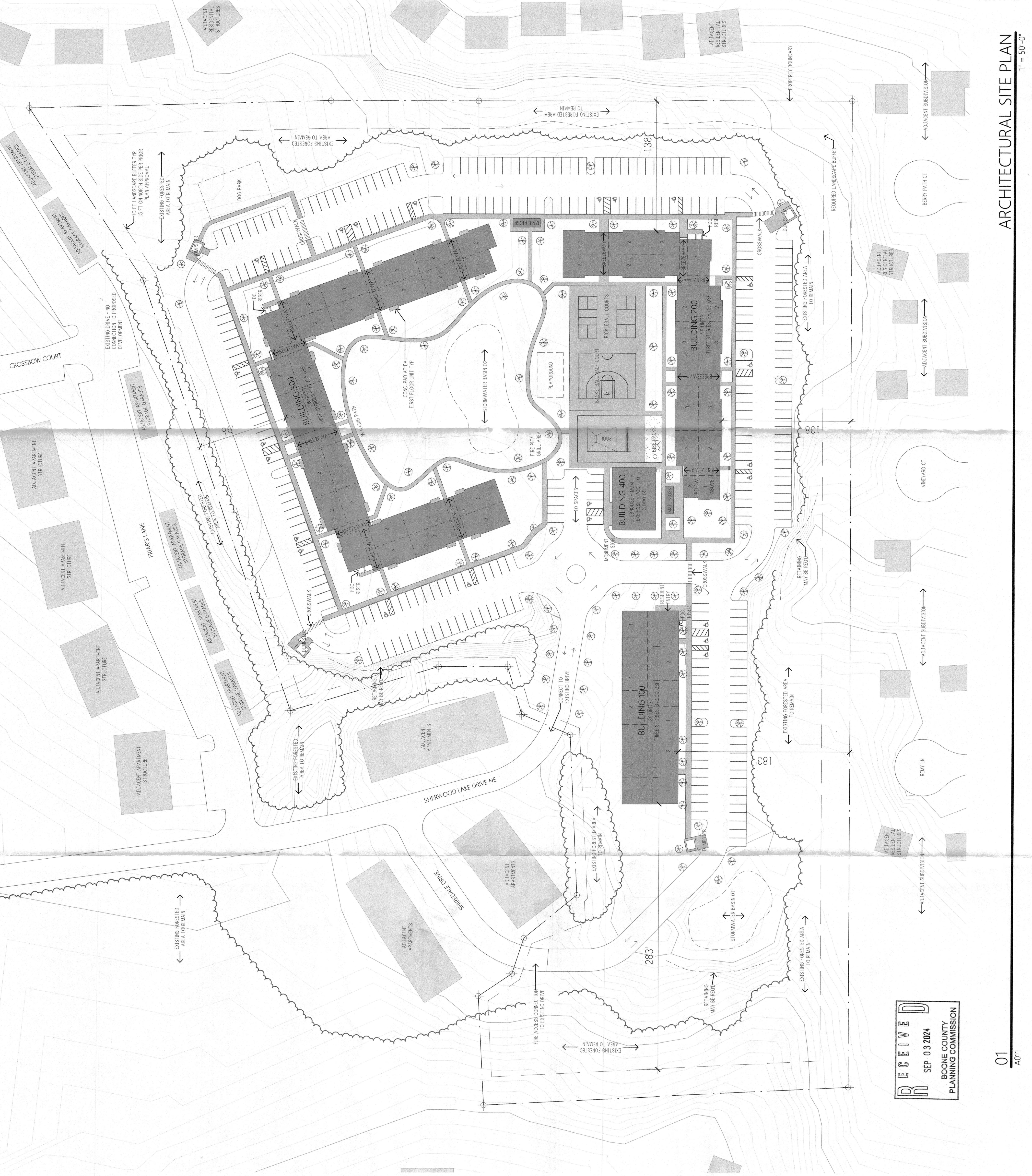
REFERENCE GENERAL PROJECT NOTES SHEET FOR COMPLETE LISTING OF GENERAL NOTES.

REFERENCE GENERAL ACCESSIBILITY STANDARDS SHEET FOR COMPLETE ACCESSIBILITY REQUIREMENTS.

- 1) REFER TO SETS OF MATERIALS AND SPECIFICATIONS FOR SPECIFIC INSTRUCTIONS REFER TO SITE PLAN LEGEND FOR EXAMINATION NOTATIONS AS DENOTED BY THE KEYED NOTES.
- 2) REFER TO ENGINEER DRAWINGS WHEN KEYED NOTES DENOTE THE DISCIPLINES.
- 3) ALL ENTRANCES SHALL BE BARRIER-FREE FOR ACCESSIBILITY. SLOPE WALKING SURFACES AWAY FROM THRESHOLDS FOR POSITIVE DRAINAGE.
- 4) CIVIL COORDINATION REFER TO CIVIL ENGINEERING DRAWINGS AND ENGINEERING NOTES.
- 5) SPECIFICATIONS FOR MATERIALS BELOW SLABS, CONDUIT/CABLE CIVIL AND TIGHTLINE CONNECTIONS.
- 6) FOUNDATION DRAINAGE SYSTEMS, MAIN LEADER, AND DOWNSPOUT LOCATIONS, WITH EXISTING FINISHED GRADES.
- 7) AND TIGHTLINE CONNECTIONS.
- 8) AND TIGHTLINE CONNECTIONS.
- 9) AND TIGHTLINE CONNECTIONS.
- 10) AND TIGHTLINE CONNECTIONS.
- 11) AND TIGHTLINE CONNECTIONS.
- 12) AND TIGHTLINE CONNECTIONS.

**SUPPLEMENTAL REFERENCE DIRECTORY**

- 1) REFERENCE CIVIL, STRUCTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS FOR SPECIFICATIONS AND NOTATIONS FOR THE PROJECT AND WORK WITHIN THEIR RESPECTIVE PORTION OF THE PROJECT AND WORK SPECIFICALLY DENOTED FOR REFERENCE PURPOSES IN THE ASSOCIATED DRAWINGS.
- 2) REFERENCE OWNER SURVEY FOR ALL LEGAL RECORDS AND DESCRIPTIONS.



Concept Development Plan  
**APPROVED**  
 Staff: *[Signature]*  
 Date: 9-4-24  
 Boone County  
 Planning Commission  
 \*with conditions

**UNIT TYPE MATRIX**

1 BR	2 BR	3 BR	PARKING	TOTAL	BLDG 100	BLDG 200-300	PCT
32	82	48	162	308	27	9	20%
5	73	48	126	308	36	126	50%
							30%

**SITE PLAN LEGEND**

- EXISTING TREE
- NEW TREE
- RECREATIVE LANDSCAPING
- SHRUB
- LANDSCAPING
- EQUIPMENT
- ACCESSIBLE RAMP DIRECTION
- WALKING SURFACE
- PROPERTY LINE
- SETBACK LINE
- WOOD FENCING
- DECORATIVE FENCING
- SECURITY / METAL FENCING
- CONTIGUOUS LINE (FOR REFERENCE ONLY)
- EROSION CONTROL PERIMETER
- ACCESSIBLE PATH
- TCE
- TEMPORARY CONSTRUCTION ENTRANCE
- VEGETATED YARD
- NEW CONCRETE WALKWAYS
- PROJECT STRUCTURE

**WORK**  
 ARCHITECTURE + DESIGN

Louisville, KY Northern, KY  
 502.632.3232 859.287.0707  
 @workarc.com

ARCHITECTURAL SITE PLAN  
 10210 Sherwood Lakes Drive  
 Florence, KY 41042

08.29.2024  
 SUBMISSION DATE

BEA2403

**RECEIVED**  
 SEP 03 2024  
 BOONE COUNTY  
 PLANNING COMMISSION

