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February 11, 2020

VIA EMAIL &
PERSONAL DELIVERY

Michael E. Coen
Coen Law Offices, PLLC
108 West Flaget Avenue
Bardstown, Kentucky 40004

Janet Johnston-Crowe, Director
Joint City-County Planning Commission
for Nelson County, Kentucky
Old Nelson County Courthouse, 2nd Floor
One Courthouse Square
Bardstown, Kentucky 40004

RE: **WOODLAWN SPRINGS GOLF CLUB, LLC**
Matter: Zoning Map/Planned Unit Development
Amendment of R-4, Multi-Family Residential,
Planned Unit Development:
Modifying The Same From Existing Golf Course Use
to
Mixed Density & Type Residential Uses
Application: No. 2503
Owner/
Applicant: Woodlawn Springs Golf Club, LLC
Property: 140.04 Acres (Golf Course Tracts 1 through 7,
Plat Cabinet 2, Slot 187 and Plat Cabinet 4, Slot 194)
103 Wood Hill Drive
Bardstown, Nelson County, Kentucky 40004

Dear Jan:

As a follow up to the Zoning Map/PUD Amendment granted in favor of Woodlawn Springs Golf Club, LLC ("WSGC" or "Owner/Developer"), please allow this letter to serve as written confirmation of our understanding that all conditions imposed by the Nelson Fiscal Court Zoning Ordinance and Nelson County Planning Commission recommendations relating to the matter referenced above have now been satisfied. Specifically, we note that the Owner/Developer, WSGC, has provided to the Planning Commission the items identified as follows:

1. The Owner/Developer's agreement to limit the Development "... to direct access only to local roadways ..." and to "... no additional direct access to Woodlawn Road (KY 605) other than the three existing access points."
2. The delivery of the "Traffic Impact Study" prepared by Diane B. Zimmerman Traffic Engineering, Inc., dated January 12, 2018. Although WSGC has previously and does hereby agree "... to take all mitigation measures set forth in the study ...," our reading of the same does not disclose any required mitigation measures for the development.
3. The delivery of the "Final Development Plan for Woodlawn Springs Golf & Residential Resort, Phase XIII" prepared by Horizon Engineering, LLC, dated February 6, 2020 (to be considered as a preliminary plat); and, a completed "Public Services Review" conforming to the requirements set forth within the Zoning Ordinance. Again, the Owner/Developer has and does hereby agree "... that if public water, sewer, and fire protection are not sufficient to meet the applicable regulations or standards, then the Owner is aware that prior to final plat recordation, the required improvements must be constructed and approved or a bond posted to ensure completion of the required improvements prior to final plat recordation."
4. The "Geotechnical Report" prepared by ECS Southeast, LLP, dated February 10, 2020, again conforming to the requirements set forth within the Zoning Ordinance. Once again, WSGC has previously and does hereby agree to comply with the recommendations of that report/plan.
5. The "Stormwater Management Plan" (also referred to as the "Drainage Plan") prepared by Horizon Engineering, LLC, dated February 6, 2020, and which we understand has been approved by the County Engineer for Nelson County, Kentucky.

With respect to the "90-day deadline" for compliance referenced in the Planning Commission's prior communications and in the letter from its' attorney, Michael E. Coen, dated December 5, 2019, we respectfully disagree with your calculation of the same. Although the Order denying the appeal of the Woodlawn Springs Homeowners Association was entered by the Court on November 13, 2019, such Order did not become final and non-appealable, and the 90-day period did not commence, until December 13, 2019. Accordingly, it is our contention that the 90-day deadline for compliance does not expire until March 12, 2020.


By the duly authorized signature of the Owner/Developer, Woodlawn Springs Golf Club, LLC, appearing on this letter below, that Company does hereby confirm its agreement to undertake the tasks identified in Paragraphs 1 through 5 above in connection with its further development of the subject real estate.

I trust that you will find the actions of the Owner/Developer to be fully compliant with the aforementioned conditions. If not, or if you have any questions or require further documentation, please let us know immediately.

Thank you for your kind consideration in this regard.

Very truly yours,

SALTSMAN & WILLETT, P.S.C.



James P. Willett, III


JPW/ttt

cc: Hon. Dean Watts, Judge Executive
Nelson Fiscal Court

Hon. Michael E. Coen

The undersigned does hereby certify, on behalf of Woodlawn Springs Golf Club, LLC (the "Company"), that he has reviewed and approved the various agreements described within this letter above.

WOODLAWN SPRINGS GOLF CLUB, LLC

By: 
Title: MARKENE MEMBER

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