Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. June 29, 2020

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to https://us02web.zoom.us/j/85213925214

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – May 11

Changes to Agenda

HIRES / PROMOTIONS / RESIGNATIONS

(1) Promotion of Jared A. Ellison from Patrol Officer to Sergeant

(Miller)

OPEN BIDS

(1) North Main Street Improvements, PN: 2016-0200

NEW BUSINESS

(1) Downtown Goshen, Inc. Outdoor Seating Request
(Adrienne Nesbitt, Eyedart Creative Studio)

(2) Additions to 2020 Concrete Paving Project, PN: 2020-0002
(Sailor)

(3) Buggy Trail Easement, JN: 2012-0033
(Sailor)

(4) Post-Construction Plan Approval, Elliot Anne, LLC for ASCOT/SWC – Proposed Building at 1740 Ardmore Court, JN: 2019-2020
(Sailor)

(5) Early Retirement Agreement with Keitha Windsor

(Marks)

(6) Request for Waste Container Placement at 809 Emerson St.

(Scharf)

APPROVAL OF CLAIMS

Adjournment

MINUTES of Board of Public Works & Safety and Stormwater Board

Held at Council Chambers, 111 E. Jefferson St., at 2:00 p.m. May 11, 2020

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

Minutes of the meeting of April 06, 2020, were presented. On motion of Board Member Landis and second by Board Member Nichols, the minutes were approved as presented.

Changes to the agenda: Mayor Stutsman motioned to remove Item #7, FAA CARES Act Grant No. 3-18-0029-020-2020 to Goshen Airport, from the agenda. Second by Board Member Landis and Item #7 was removed.

ANNOUNCEMENT

Clerk Treasurer Adam Scharf read the following statement:

"We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board members Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb's Executive Orders 20-04 and 20-09, as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting."

GFD REQUEST TO PROMOTE — JEROD K. ERB

Fire Chief Dan Sink requested Board approval to promote Jerod K. Erb to the position of Fire Captain. Chief Sink read the memo from the packet.

Board Member Landis moved to approve the request to promote Jerod K. Erb, retroactive to May 6th, 2020. Second by Board Member Nichols and motion passed unanimously.

GFD REQUEST TO PROMOTE — ZACHERY D. KLOPFENSTEIN

Fire Chief Dan Sink requested Board approval to promote Zachery D. Klopfenstein to the position of Fire Sergeant. Chief Sink read the memo from the packet.

Board Member Landis moved to approve the request to promote Zachery D. Klopfenstein, retroactive to May 6th, 2020. Second, by Board Member Nichols and motion passed unanimously.

GFD REQUEST TO PROMOTE — PATRICK B. LINN

Fire Chief Dan Sink requested Board approval to promote Patrick B. Linn to the position of Fire Lieutenant. Chief Sink read the memo from the packet.

Board Member Landis moved to approve the request to promote Patrick B. Linn, retroactive to May 6th, 2020. Second, by Board Member Nichols and motion passed unanimously.

INTERRA CREDIT UNION-SHRED-IT DAYS

Clerk Treasurer Adam Scharf presented information from memo from Megan Simpson of Interra Credit Union. This request was originally presented to the Board on March 30th, 2020 and tabled.

Mr. Scharf reported that Megan Simpson of Interra called and explained that there will be limited contact as this is a drive-through event. Mayor Stutsman stated he thinks the Board should approve the request, but that all orders from the Governor must be followed.

Board Member Landis moved to approve the request for Interra Shred-It Days starting June 5 from 7:30 a.m. to 4:30 p.m. and June 6 from 7:30 a.m. to noon; to approve use of the powerhouse parking lot; that all orders in place at the time related to COVID-19 be followed. Second by Board Member Nichols and motion passed unanimously.

ADDITION TO 2020 CONCRETE PAVING PROJECT (PN:2020-02)

Director of Public Works Dustin Sailor requested Board approval for six additional line items and unit costs from Selge Construction for the 2020 Concrete Paving Project. Memo included in packet.

Mr. Sailor stated that at this time there is not an additional cost being added to the contract, but these items need to be added. The City will seek offsets for the additional cost for these items. Board Member Landis asked whether the contractor had not realized these items would be part of the broad project. Mr. Sailor stated that these items were not adequately called out on the bid documents put together by Engineering Department and were not asked about by contractors during bid meetings.

Board Member Landis moved to approve the addition of six line items and unit costs for PN:2020-0002. Second by Board Member Nichols and motion passed unanimously.

ROAD CLOSURE REQUEST - (JN: 2018-0026)

Director of Public Works Dustin Sailor requested Board approval for the partial closure of Carter Road to improve the drainage swale in front of 214 and 216 Carter Road. Memo included in packet.

Board Member Landis asked about the difference between partial and full closure, including logistics for residents living at the back of the subdivision. Mr. Sailor advised that residents should use the other entrance for the duration of the project.

Board Member Landis moved to approve the request for partial and full road closure of Carter Road from May 18 to June 8, 2020 for the completion of the drainage improvement project in front of 214 and 216 Carter Road. Second by Board Member Nichols and motion passed unanimously.

VARIANCE FOR MECHANICAL GREASE TRAPS FOR THE CHIEF ICE CREAM

Wastewater Superintendent Jim Kerezman explained that The Chief is moving their process line into the back of Dutch Maid Bakery, located at 508 W. Lincoln Ave, and is requesting a variance to allow two mechanical grease traps where a grease interceptor is required. Memo included in packet.

Mr. Kerezman stated that City personnel have visited the site for consultation on several occasions. The facility itself is a Class A restaurant, which requires the installation of a 1000 gallon grease interceptor, but due to property lines, location of existing sewer, and floodplain issues such an interceptor is not feasible at this particular site.

Board Member Landis stated that we was included in an onsite visit to the property in question with Building Department. He stated his belief that request was the best option and would be most beneficial to all parties.

Board Member Landis moved to approve the request for two mechanical grease traps that are rated for more than 35 gallons per minute in lieu of a 1000-gallon grease interceptor. Second by Board Member Nichols and motion passed unanimously.

WASTEWATER PLANT REVISED AGREEMENT AMENDMENT (PN:2017-0019)

Director of Public Works Dustin Sailor requested Board approval for the Construction-Related Services Agreement with Donohue & Associates. Memo included in packet.

Board Member Landis asked for confirmation that no dollar amounts were being changed. Mr. Sailor confirmed.

Board Member Landis moved to approve the request for the amendment to the amendment for the Construction Services Agreement for (PN: 2017-0019) referencing minor changes on page 3, page 10 and page 11. Second by Board Member Nichols and motion passed unanimously.

GREENE ROAD LANE CLOSURE REQUEST (JN: 2018-2041)

Director of Public Works Dustin Sailor requested approval for NIPSCO for a daytime single-lane road closure from 7 a.m. to 7 p.m. to change out utility poles on the west side of the road. Memo included in packet.

Board Member Landis asked whether the road would be fully open during times they are not working. Mr. Sailor stated that their plan is to have a flagger in place to allow for both northbound and southbound traffic motion.

Board Member Landis moved to approve the daytime single-lane road closure on Greene Road by Goshen Intermediate School north of the intersection with SR 119 (W. Plymouth Ave.) May 11-29 from 7 a.m. to 7 p.m. each day. Second by Board Member Nichols and motion passed unanimously.

BROWNFIELD REVOLVING LOAN FUND GRANT WITH ELKS LODGE

Brownfield Coordinator Becky Hutsell requested Board approval for Brownfield Revolving Loan Fund Grant with Goshen Elks Lodge. She summarized the circumstances prompting this request consistent with the memo included in the packet.

Board Member Landis asked whether this was in the right-of-way or on their private property. Ms. Hutsell explained that the tree was being planted on private property but the tank that was discovered extended under the sidewalk.

Mayor Stutsman stated that several other groups have received similar grants funded by the state.

Board Member Landis asked whether a for-profit entity would be viewed differently than a not-for-profit organization by this program. Ms. Hutsell explained that the advisory board has policies and procedures that include consideration of business types, financial figures, business plans, etc.

Board Member Landis moved to approve the request for a Brownfield Revolving Loan Fund Grant with the Goshen Elk's Lodge in the amount of $5,905.99. Second by Board Member Nichols and motion passed unanimously.

RESOLUTION 2020-17: CITY OF GOSHEN BICYCLE REGISTRATION PROGRAM

City Attorney Bodie Stegelmann presented Resolution 2020-17: City of Goshen Bicycle Registration Program. Memo included in packet.

Mr. Stegelmann explained that this is an annual statement required by Ordinance 4599 determining locations for bicycle registrations, along with places and times that the bicycles registration fees can be waived.

Board Member Landis moved to approve the request to adopt the Resolution 2020-17, City of Goshen Bicycle Registration Program. Second by Board Member Nichols and motion passed unanimously.

Mayor Stutsman moved to process civil city and utility claims and to adjourn. Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:

CHAIR JEREMY STUTSMAN _____

BOARD MEMBER MICHAEL LANDIS _____

BOARD MEMBER MARY NICHOLS _____

ATTEST _____
CLERK-TREASURER ADAM SCHARF

Jose' D. Miller
Chief of Police
111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols

Date: June 29th, 2020

From: Jose' Miller, Chief of Police

Reference: Promotion of Jared A. Ellison from Patrol Officer to Sergeant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Jared A. Ellison from the position of Patrol Officer to the rank of Sergeant. Officer Ellison has worked on the police department nearly three (3) years. He is currently one of the department neighborhood liaison officers for the department. Officer Ellison is dedicated to this community and has demonstrated he will be a great asset to our department as a supervisor. I request the promotion to be retroactive to Friday June 26th, 2020.

Jared will be present for the swear in

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661 **Hearing Impaired: (574) 533-1826** **FAX: (574) 533-1826**

Engineering Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: NORTH MAIN STREET IMPROVEMENTS
PROJECT NO. 2016-0020

DATE: June 29, 2020

The Clerk-Treasurer's Office has received bids from contractors today for the North Main Street Improvements project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Requested Motion: Open bids received from Contractors for the North Main Street Improvements project and read the Bid Total amount.

From: Adrienne Nesbitt <adrienne@eyedart.com>
Sent: Tuesday, June 16, 2020 3:02 PM
To: Switchboard <switchboard@goshencity.com>; mayor <mayor@goshencity.com>; Stutsman, Jeremy <jeremystutsman@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>
Subject: Board of Works Request

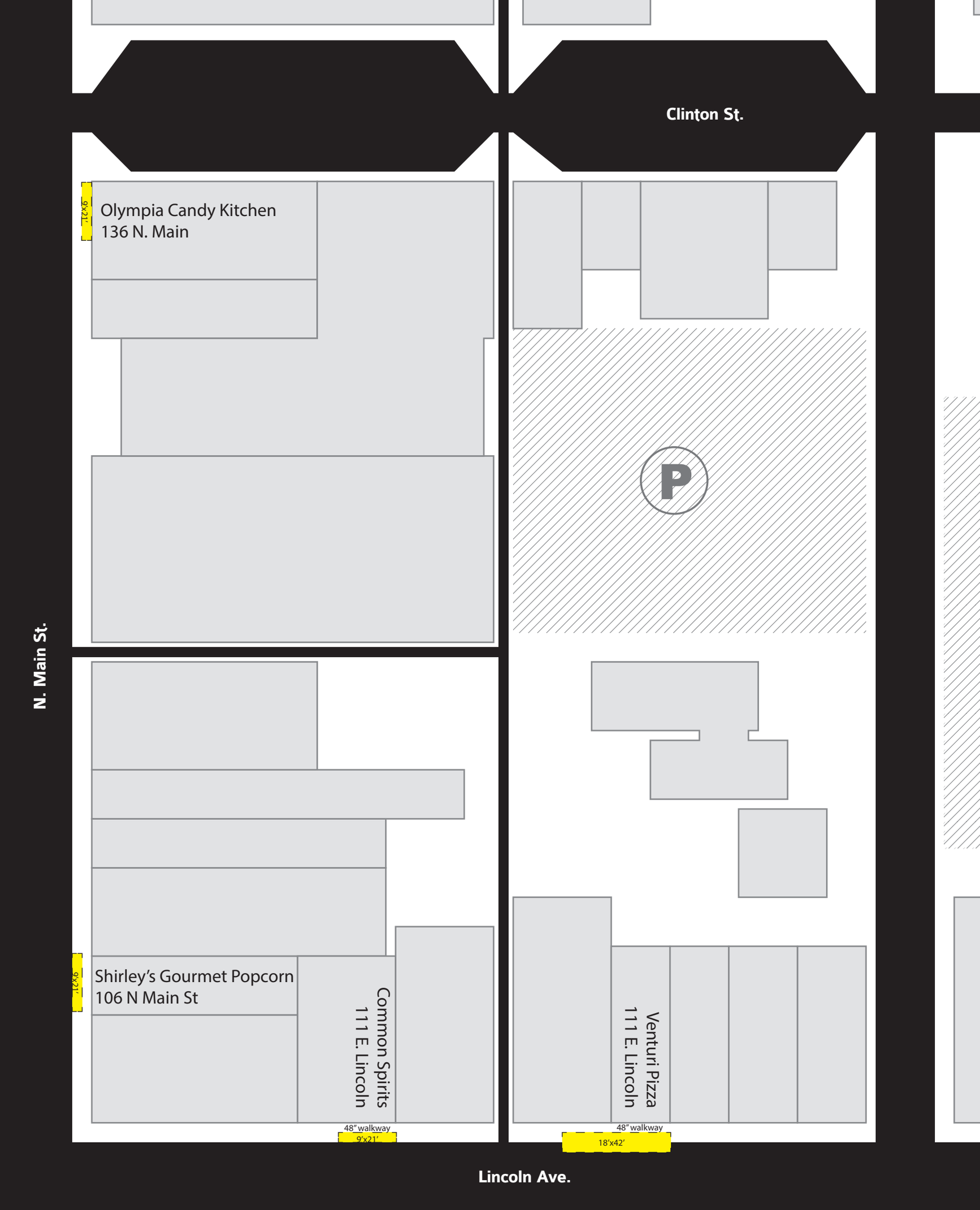
Hello-

I am making a request on behalf of many downtown businesses, specifically the restaurants, to extend their seating outdoors to help support the businesses during this time of Coronavirus. I've attached a map with our rough request. We would like to present at the June 22nd meeting. We've asked the businesses to talk to their neighbors about their expansions as well.

Businesses Included:
Elephant Bar: 227 S Main St
Constant Spring: 219 S Main St
The Nut Shoppe: 204 S Main St
The Electric Brew: 118 E Washington St
Venturi Pizzeria: 123 E Lincoln Ave
Common Spirits: 111 E Lincoln Ave
Shirley's Gourmet Popcorn: 106 N Main St
Olympia Candy Kitchen: 136 N Main St

--

ADRIENNE NESBITT
She/Her
Director of Events, **Eyedart** Creative Studio
324 S Fifth St
Goshen, Indiana 46528
(574) 238-5572 (mobile)
eyedart.com


Clinton St.
Olympia Candy Kitchen
136 N. Main
9'x21'
P
Shirley's Gourmet Popcorn
106 N Main St
9'x21'
Common Spirits
111 E. Lincoln
Venturi Pizza
111 E. Lincoln
48" walkway
9'x21'
48" walkway
18'x42'
N. Main St.
Lincoln Ave.

S. Main St.

E. Washington St.

Nut Shoppe
204 S. Main

8x18

Electric Brew
118 E. Washington


W. Washington St.
S. Main St.
Nut Shoppe
204 S. Main
8x18
6' Passageway
150'
23'
4'
Constant Spring
219 S. Main
Elephant Bar
227 S. Main
8x18
P

22 June 2020

Dear Board of Works:

I am writing to request permission to set up a patio seating area on the sidewalk directly in front of Blank Space, located at 109 E. Lincoln Ave. A floor plan is enclosed for your consideration. In the current public health emergency social distancing is a requirement of having an open business and the additional patio space out front is immensely helpful in order to faciliate events safely.

As indicated on the floor plan, the seating area would extend 10 feet out from the building faya-de. This is only four feet further than the existing iron staircase at 111 East Lincoln immediately adjacent to the east. Ten feet of clear sidewalk will remain for pedestrians.

The configuration of the patio is the same as the patio I have put up in the past for First Fridays and which has previously been approved by the Board of Works.

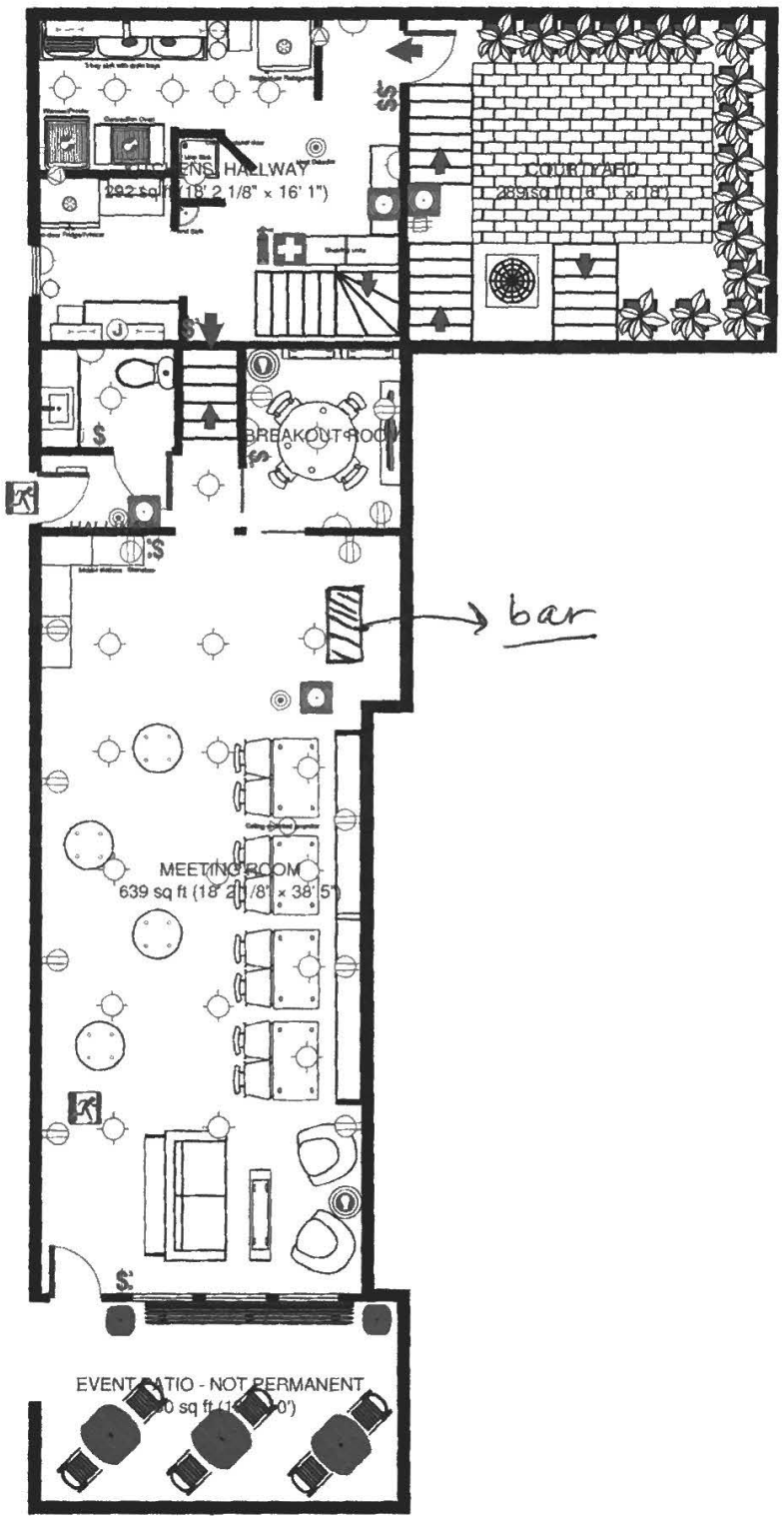
Blank Space has a restaurant/retail liquor license and we have been approved by and have met all requirements set forth by the Indiana Excise Police related to alcohol service in the proposed outdoor seating area.

Thank you for your time and consideration of this request.

Sincerely,

Anna Wiebe

Blank Space floorplan 2016



S FLOORPLAN IS PROVIDED WITHOUT WARRANTY OF ANY KIND SENSOPIA DISCLAIMS ANY WARRANTY INCLUDING, WITHOUT LIMITATION, SATISFACTORY QUALITY OR ACCURACY OF DIMENSIONS

Engineering Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: 2020 CONCRETE PAVING PROJECT
PROJECT NO. 2020-0002

DATE: June 29, 2020

The engineering department found a significant amount of additional areas of concrete pavement in need of repair that was not anticipated. The engineering department has directed Selge Construction to add these repairs to the project while they are working in the area. Selge's construction progress was delayed due to a storm structure in need of repair by the Goshen Water Department. There were further delays with Covid-19 reducing their workforce, the addition of curb and ADA ramps, and bad soils. Selge's construction contracted completion date is June 30, which cannot be achieved based upon the remaining work. Selge Construction crew has made continuous progress despite the delays. In review of the work to be completed, Selge Construction has committed to complete the concrete work, and restoration work by August 31, 2020.

Requested Motion: Move to approve the time extension of 62 calendar days, making the final completion date August 31, 2020 for the 2020 Concrete Paving project.

CHANGE ORDER FORM

Change Order No. 1
Date: 6/29/20

CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

OWNER: City of Goshen

PROJECT NAME: Concrete Paving Project

PROJECT NUMBER: 2020-0002

CONTRACTOR: Selge Construction

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

The engineering department found a significant amount of additional areas of concrete pavement in need of repair that was not anticipated. The engineering department has directed Selge Construction to add these repairs to the project while they are working in the area. Selge's construction progress was delayed due to a storm structure in need of repair by the Goshen Water Department. Selge's completion date is June 30, which cannot be achieved based upon the remaining work. In review of the work to be completed, Selge Construction has committed to complete the concrete work, and restoration work by August 31, 2020.

Subtotal - $0.00

CHANGE ORDER FORM

 Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1.	Amount of original contract	$754,208.50
2.	Net (Addition/~~Reduction~~) due to all Previous Contract Supplements Numbers 0 to 0	$0.00
3.	Amount of Contract, not including this supplement	$754,208.50
4.	Addition/~~Reduction~~ to Contract due to this supplement	$0.00
5.	Amount of Contract, including this supplemental	$754,208.50
6.	Total (Addition/~~Reduction~~) due to all Change Orders (Line 2 + Line 4)	$0.00
7.	Total percent of change in the original contract price Includes Change Order No. 1 to 1 (Line 6 divided by Line 1)	0.00%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is herby **extended**/reduced by **62 calendar days**, making the final completion date **August 31, 2020**

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: Board of Works and Safety
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

Selge

BY: _____
Signature of authorized representative of Contractor

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MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: BUGGY TRAIL EASEMENT (JN: 2012-0033)

DATE: July 1, 2020

The City of Goshen has an easement agreement with Fieldhouse & 17th LLC. on the east side of the Buggy Trail. See the attached easement agreement paperwork. The Buggy Trail Project was completed in December of 2019.

Requested motion: Move to have Mayor Stutsman sign the Fieldhouse & 17th LLC easement agreement for the completed Buggy Trail Project.

City of Goshen
Board of Works & Safety

_____
Jeremy Stutsman, Mayor

_____
Mike Landis, Board Member

_____
Mary Nichols, Board Member

EASEMENT

THIS INDENTURE WITNESSETH, that **Fieldhouse & 17th LLC**, an Indiana limited liability company, of Elkhart County, State of Indiana, (hereinafter referred to as Grantor), does grant and convey to the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, (hereinafter referred to as City or Grantee), for One Dollar ($1) and other good and valuable consideration, the receipt and sufficiency is acknowledged, an easement over, across and through the lands of Grantor situated in Elkhart County, State of Indiana, as depicted upon the attached Easement Survey and more particularly described as follows, to-wit:

A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 49 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 476.75 FEET TO A REBAR WITH CAP STAMPED BRADS-KO SAID REBAR MARKING THE MOST SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO SYNERGY LEASING, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377, SAID REBAR BEING NORTH 00 DEGREES 49 MINUTES 13 SECONDS WEST, A DISTANCE OF 2174.40 FEET FROM A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 45 DEGREES 10 MINUTES 01 SECOND EAST ALONG THE SOUTHEASTERLY LINE OF SAID SYNERGY LEASING, LLC PARCEL, A DISTANCE OF 57.79 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE NORTHERLY ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE EAST, A DISTANCE OF 33.39 FEET (CHORD BEARING NORTH 09 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01 DEGREE 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 587.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 338.24 FEET; THENCE NORTH 03 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 240.51FEET; THENCE NORTH 09 DEGREES 08 MINUTES 04 SECONDS EAST, A DISTANCE OF 120.08 FEET TO THE POINT OF CURVATURE OF A 66.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO

THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 66.00 FOOT RADIUS CURVE, A DISTANCE OF 26.24 FEET (CHORD BEARING NORTH 20 DEGREES 31 MINUTES 27 SECONDS EAST, CHORD DISTANCE 26.07 FEET) TO THE POINT OF REVERSE CURVATURE OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHERLY ALONG THE ARC OF SAID 13.00 FOOT RADIUS CURVE, A DISTANCE OF 8.06 FEET (CHORD BEARING NORTH 14 DEGREES 09 MINUTES 03 SECONDS EAST, A DISTANCE OF 7.93 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF EISENHOWER DRIVE NORTH, A 60 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 44 DEGREES 21 MINUTES 07 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID EISENHOWER DRIVE NORTH, A DISTANCE OF 47.65 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, A DISTANCE OF 19.56 FEET (CHORD BEARING SOUTH 52 DEGREES 13 MINUTES 39 SECONDS WEST, CHORD DISTANCE 17.76 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09 DEGREES 08 MINUTES 04 SECONDS WEST, A DISTANCE OF 110.70 FEET; THENCE SOUTH 03 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 238.02 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST, A DISTANCE OF 336.76 FEET; THENCE SOUTH 01 DEGREE 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 586.80 FEET TO THE POINT OF CURVATURE OF A 84.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID 84.00 FOOT RADIUS CURVE, A DISTANCE OF 7.03 FEET (CHORD BEARING SOUTH 03 DEGREES 58 MINUTES 09 SECONDS EAST, CHORD DISTANCE 7.03 FEET) TO THE SOUTHEASTERLY LINE OF SAID SYNERGY LEASING, LLC PARCEL; THENCE SOUTH 45 DEGREES 10 MINUTES 01 SECOND WEST, A DISTANCE OF 37.79 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION CONTAINING 42,516 SQUARE FEET OR 0.976 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

The above described easement area is part of Parcel Number 20-11-24-101-012.000-015 and part of Parcel Number 20-11-24-301-009.000-015.

The easement is granted and conveyed to City for a public buggy, bicycle, and pedestrian trail purposes (the "Trail") which includes, but are not limited to the installation, construction, maintenance, repair, replacement, renewal, and operation of a trail, together with the installation of such appurtenances as may be required for the trail, subject to the following covenants and conditions:

1. Grantor grants City, including City's employees, agents, contractors, subcontractors and assigns, access to the above-described easement area over the adjoining lands of Grantor, provided that such access shall be conducted so as to reasonably minimize any damage to the adjoining lands, and such that activities of City, to the extent reasonably possible, will be confined to the easement area to construct and maintain the Trail.

2. City shall restore the real estate after the construction or any subsequent reentry on the real estate pursuant to this easement to as good as or better condition than it was prior to the construction or subsequent reentry. Any damage to the adjoining lands of Grantor caused by the City shall be promptly paid for or otherwise rectified by the City. If City abandons the Trail for any reason, City will remove the Trail and release the easement and return the real estate to Grantor in the same or better condition that it was prior to the Trail's construction.

3. City will prohibit motorized vehicles from using the Trail.

4. Grantor shall be allowed to use, occupy and possess the easement real estate in a manner consistent with the easement granted to City.

5. The rights granted may not be assigned without the written consent of Grantor. The grant of easement shall further be binding upon the heirs, successors, administrators, and assigns of the parties.

6. The Grantor covenants that it is the owner in fee simple of the real estate, is lawfully seized, and has the right to grant and convey the easement, subject however to all prior easements, restrictions, conditions and encumbrances of record which have been granted by or to the Grantor and which have not been expressly subordinated.

7. City shall assume the sole responsibility for the installation, construction, maintenance, repair, replacement, renewal, and operation of the Trail over and across the above-described easement area, and Grantor shall incur no liability for the installation, construction, maintenance, repair, replacement, renewal, and operation of the Trail. Therefore, City shall indemnify, defend, and hold Grantor harmless, to the fullest extent permitted by law, from and against any and all claims, demands, suits, liabilities, penalties, losses, damages, injuries, costs or expenses made or claimed against Grantor arising or in any way related to the installation, construction, maintenance, repair, replacement, renewal, and operation of this Easement or the Trail. It is the express intent of the parties that the scope of City's indemnification obligation under this Easement be broadly construed such that Grantor shall have no liability or incur any damages, expenses, costs, or fees (including without limitation attorneys' fees) related to this Easement or the Trail.

Fieldhouse & 17th, LLC obtained title to the real estate by Warranty Deed recorded April 20, 2018 in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2018-07689.
The undersigned person executing this Easement on behalf of Grantor represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute and deliver this Easement; that the Grantor has full capacity to grant and convey the easement described; and that all necessary action for the making of this grant and conveyance has been taken and done.

IN WITNESS WHEREOF, the undersigned has executed this Easement on June 23, 2020.

Fieldhouse & 17th LLC

By: _____

Name: Kyle Newcomer

Title: Owner/Member

By: _____

Name: Ben Brunner

Title: Owner/Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on June 23, 2020, personally appeared Kyle Newcomer, the Owner/Member of **Fieldhouse & 17th LLC**, and acknowledged the execution of the foregoing instrument.

(SEAL)

TARA HETLER
Notary Public
Elkhart County, State of Indiana
Commission Expires March 21, 2027
Commission Number: NP0719341

Tara Hetler
Notary Public
Printed: Tara Hetler
County of residence: Elkhart
My commission expires: March 21, 2027

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on June 23, 2020, personally appeared Ben Brunner, the Owner/Member of **Fieldhouse & 17th LLC**, and acknowledged the execution of the foregoing instrument.

(SEAL)

TARA HETLER
Notary Public
Elkhart County, State of Indiana
Commission Expires March 21, 2027
Commission Number: NP0719341

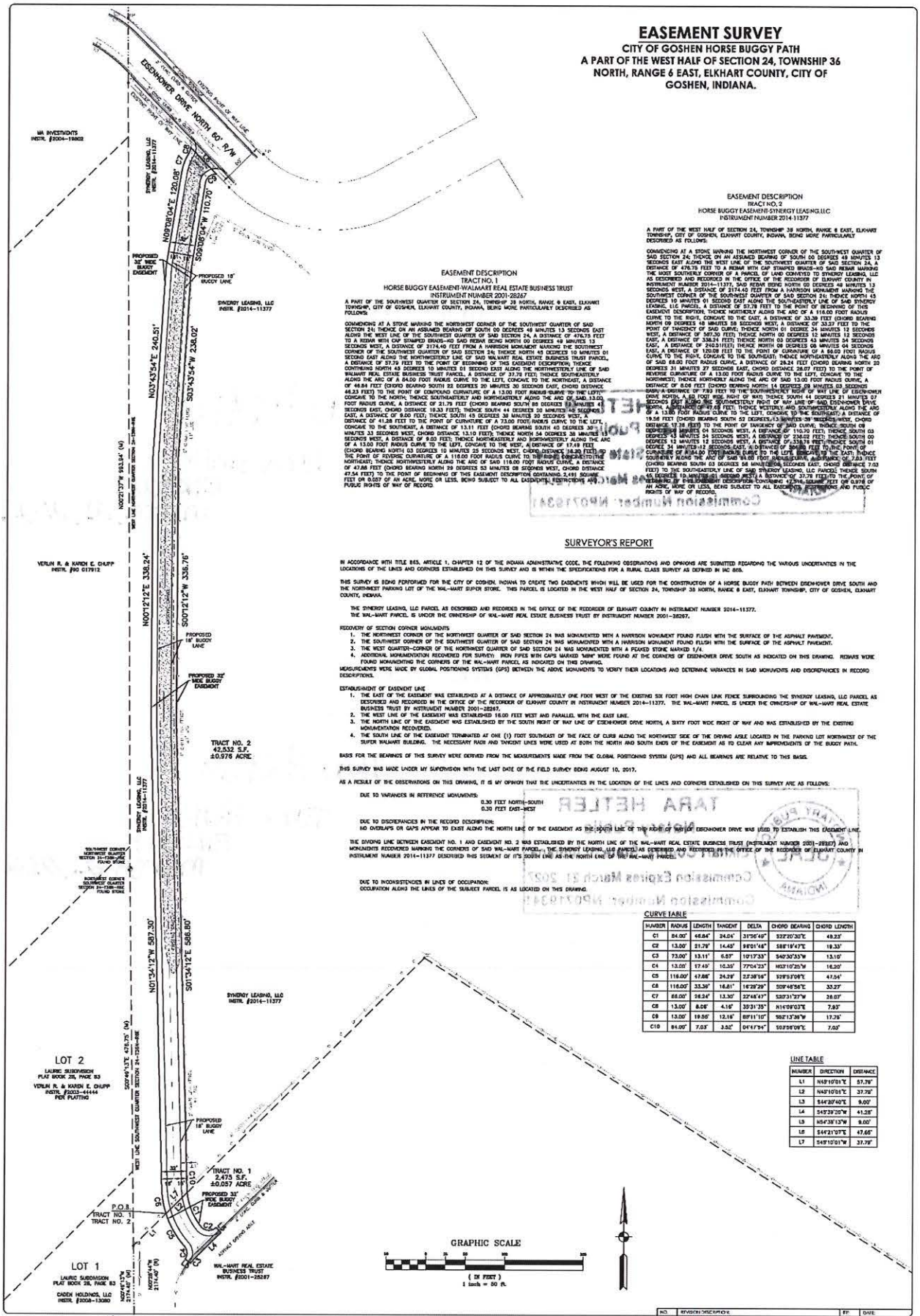
Tara Hetler
Notary Public
Printed: Tara Hetler
County of residence: Elkhart
My commission expires: March 21, 2027

This instrument was prepared by Larry A. Barkes, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

EASEMENT SURVEY

CITY OF GOSHEN HORSE BUGGY PATH
A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, CITY OF GOSHEN, INDIANA.



EASEMENT DESCRIPTION
TRACT NO. 1
HORSE BUGGY EASEMENT-WALMART REAL ESTATE BUSINESS TRUST
INSTRUMENT NUMBER 2001-28267

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 49 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2174.40 FEET TO A REBAR WITH CAP STAMPED 876-LS-80 SAID REBAR MARKING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED TO SYNERGY LEASING, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377; THENCE NORTH 00 DEGREES 49 MINUTES 13 SECONDS WEST, A DISTANCE OF 57.79 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTH 45 DEGREES 10 MINUTES 01 SECOND EAST ALONG THE NORTHWESTERLY LINE OF SAID WALMART REAL ESTATE BUSINESS TRUST PARCEL, A DISTANCE OF 37.78 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, A DISTANCE OF 46.84 FEET (CHORD BEARING SOUTH 22 DEGREES 20 MINUTES 30 SECONDS EAST, CHORD DISTANCE 46.23 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID 13.00 FOOT RADIUS CURVE, A DISTANCE OF 21.79 FEET (CHORD BEARING SOUTH 86 DEGREES 02 MINUTES 48 SECONDS EAST, CHORD DISTANCE 19.33 FEET); THENCE SOUTH 44 DEGREES 20 MINUTES 40 SECONDS EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 45 DEGREES 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 41.28 FEET TO THE POINT OF CURVATURE OF A 73.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, A DISTANCE OF 13.11 FEET (CHORD BEARING SOUTH 40 DEGREES 30 MINUTES 33 SECONDS WEST, CHORD DISTANCE 13.10 FEET); THENCE NORTH 54 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 9.00 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE WEST, A DISTANCE OF 17.49 FEET (CHORD BEARING NORTH 03 DEGREES 10 MINUTES 25 SECONDS WEST, CHORD DISTANCE 16.20 FEET) TO THE POINT OF REVERSE CURVATURE OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 116.00 FOOT RADIUS CURVE, A DISTANCE OF 47.86 FEET (CHORD BEARING NORTH 29 DEGREES 53 MINUTES 08 SECONDS WEST, CHORD DISTANCE 47.54 FEET) TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION CONTAINING 2,475 SQUARE FEET OR 0.057 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

EASEMENT DESCRIPTION
TRACT NO. 2
HORSE BUGGY EASEMENT-SYNERGY LEASING,LLC
INSTRUMENT NUMBER 2014-11377

A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 49 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 476.76 FEET TO A REBAR WITH CAP STAMPED 876-LS-80 SAID REBAR MARKING THE MOST SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO SYNERGY LEASING, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377, SAID REBAR BEING NORTH 00 DEGREES 49 MINUTES 13 SECONDS WEST, A DISTANCE OF 2174.40 FEET FROM A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 45 DEGREES 10 MINUTES 01 SECOND EAST ALONG THE SOUTH-EASTERLY LINE OF SAID SYNERGY LEASING, LLC PARCEL, A DISTANCE OF 57.78 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE NORTHERLY ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE EAST, A DISTANCE OF 33.39 FEET (CHORD BEARING NORTH 09 DEGREES 48 MINUTES 58 SECONDS WEST, A DISTANCE OF 33.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01 DEGREE 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 587.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 338.24 FEET; THENCE NORTH 03 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 240.51 FEET; THENCE NORTH 08 DEGREES 08 MINUTES 04 SECONDS EAST, A DISTANCE OF 120.08 FEET TO THE POINT OF CURVATURE OF A 68.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 68.00 FOOT RADIUS CURVE, A DISTANCE OF 28.24 FEET (CHORD BEARING NORTH 20 DEGREES 31 MINUTES 27 SECONDS EAST, CHORD DISTANCE 28.03 FEET) TO THE POINT OF REVERSE CURVATURE OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHERLY ALONG THE ARC OF SAID 13.00 FOOT RADIUS CURVE, A DISTANCE OF 8.06 FEET (CHORD BEARING NORTH 14 DEGREES 08 MINUTES 03 SECONDS EAST, CHORD DISTANCE 7.93 FEET) TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF EISENHOWER DRIVE NORTH, A 80 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 44 DEGREES 21 MINUTES 07 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID EISENHOWER DRIVE NORTH, A DISTANCE OF 47.66 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, A DISTANCE OF 19.56 FEET (CHORD BEARING SOUTH 53 DEGREES 13 MINUTES 39 SECONDS WEST, CHORD DISTANCE 17.78 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 110.70 FEET; THENCE SOUTH 03 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 238.02 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST, A DISTANCE OF 336.76 FEET; THENCE SOUTH 01 DEGREE 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 586.80 FEET TO THE POINT OF CURVATURE OF A 84.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID 84.00 FOOT RADIUS CURVE, A DISTANCE OF 7.03 FEET (CHORD BEARING SOUTH 03 DEGREES 56 MINUTES 06 SECONDS EAST, CHORD DISTANCE 7.03 FEET) TO THE SOUTHEASTERLY LINE OF SAID SYNERGY LEASING, LLC PARCEL; THENCE SOUTH 45 DEGREES 10 MINUTES 01 SECOND WEST, A DISTANCE OF 37.78 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION CONTAINING 42,532 SQUARE FEET OR 0.976 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AND IS WITHIN THE SPECIFICATIONS FOR A RURAL CLASS SURVEY AS DEFINED IN IAC 865.

THIS SURVEY IS BEING PERFORMED FOR THE CITY OF GOSHEN, INDIANA TO CREATE TWO EASEMENTS WHICH WILL BE USED FOR THE CONSTRUCTION OF A HORSE BUGGY PATH BETWEEN EISENHOWER DRIVE SOUTH AND THE NORTHWEST PARKING LOT OF THE WAL-MART SUPER STORE. THIS PARCEL IS LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA.

THE SYNERGY LEASING, LLC PARCEL AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377.
THE WAL-MART PARCEL IS UNDER THE OWNERSHIP OF WAL-MART REAL ESTATE BUSINESS TRUST BY INSTRUMENT NUMBER 2001-28267.

RECOVERY OF SECTION CORNER MONUMENTS

1. THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 WAS MONUMENTED WITH A HARRISON MONUMENT FOUND FLUSH WITH THE SURFACE OF THE ASPHALT PAVEMENT.
2. THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24 WAS MONUMENTED WITH A HARRISON MONUMENT FOUND FLUSH WITH THE SURFACE OF THE ASPHALT PAVEMENT.
3. THE WEST QUARTER-CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 WAS MONUMENTED WITH A PEAKED STONE MARKED 1/4.
4. ADDITIONAL MONUMENTATION RECOVERED FOR SURVEY: IRON PIPES WITH CAPS MARKED "MBW" WERE FOUND AT THE CORNERS OF EISENHOWER DRIVE SOUTH AS INDICATED ON THIS DRAWING. REBARS WERE FOUND MONUMENTING THE CORNERS OF THE WAL-MART PARCEL AS INDICATED ON THIS DRAWING.

MEASUREMENTS WERE MADE BY GLOBAL POSITIONING SYSTEMS (GPS) BETWEEN THE ABOVE MONUMENTS TO VERIFY THEIR LOCATIONS AND DETERMINE VARIANCES IN SAID MONUMENTS AND DISCREPANCIES IN RECORD DESCRIPTIONS.

ESTABLISHMENT OF EASEMENT LINE

1. THE EAST OF THE EASEMENT WAS ESTABLISHED AT A DISTANCE OF APPROXIMATELY ONE FOOT WEST OF THE EXISTING SIX FOOT HIGH CHAIN LINK FENCE SURROUNDING THE SYNERGY LEASING, LLC PARCEL AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377. THE WAL-MART PARCEL IS UNDER THE OWNERSHIP OF WAL-MART REAL ESTATE BUSINESS TRUST BY INSTRUMENT NUMBER 2001-28267.
2. THE WEST LINE OF THE EASEMENT WAS ESTABLISHED 18.00 FEET WEST AND PARALLEL WITH THE EAST LINE.
3. THE NORTH LINE OF THE EASEMENT WAS ESTABLISHED BY THE SOUTH RIGHT OF WAY LINE OF EISENHOWER DRIVE NORTH, A SIXTY FOOT WIDE RIGHT OF WAY AND WAS ESTABLISHED BY THE EXISTING MONUMENTATION RECOVERED.
4. THE SOUTH LINE OF THE EASEMENT TERMINATED AT ONE (1) FOOT SOUTHEAST OF THE FACE OF CURB ALONG THE NORTHWEST SIDE OF THE DRIVING AISLE LOCATED IN THE PARKING LOT NORTHWEST OF THE SUPER WALMART BUILDING. THE NECESSARY RADII AND TANGENT LINES WERE USED AT BOTH THE NORTH AND SOUTH ENDS OF THE EASEMENT AS TO CLEAR ANY IMPROVEMENTS OF THE BUGGY PATH.

BASIS FOR THE BEARINGS OF THIS SURVEY WERE DERIVED FROM THE MEASUREMENTS MADE FROM THE GLOBAL POSITIONING SYSTEM (GPS) AND ALL BEARINGS ARE RELATIVE TO THIS BASIS.

THIS SURVEY WAS MADE UNDER MY SUPERVISION WITH THE LAST DATE OF THE FIELD SURVEY BEING AUGUST 10, 2017.

AS A RESULT OF THE OBSERVATIONS ON THIS DRAWING, IT IS MY OPINION THAT THE UNCERTAINTIES IN THE LOCATION OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY ARE AS FOLLOWS:

DUE TO VARIANCES IN REFERENCE MONUMENTS:
0.30 FEET NORTH-SOUTH
0.30 FEET EAST-WEST

DUE TO DISCREPANCIES IN THE RECORD DESCRIPTION:
NO OVERLAPS OR GAPS APPEAR TO EXIST ALONG THE NORTH LINE OF THE EASEMENT AS THE SOUTH LINE OF THE RIGHT OF WAY OF EISENHOWER DRIVE WAS USED TO ESTABLISH THIS EASEMENT LINE.

THE DIVIDING LINE BETWEEN EASEMENT NO. 1 AND EASEMENT NO. 2 WAS ESTABLISHED BY THE NORTH LINE OF THE WAL-MART REAL ESTATE BUSINESS TRUST (INSTRUMENT NUMBER 2001-28267) AND MONUMENTS RECOVERED MARKING THE CORNERS OF SAID WAL-MART PARCEL. THE SYNERGY LEASING, LLC PARCEL AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377 DESCRIBED THIS SEGMENT OF IT'S SOUTH LINE AS THE NORTH LINE OF THE WAL-MART PARCEL.

DUE TO INCONSISTENCIES IN LINES OF OCCUPATION:
OCCUPATION ALONG THE LINES OF THE SUBJECT PARCEL IS AS LOCATED ON THIS DRAWING.

TARA HETLER Notary Public Commission Expires March 21, 2021 Commission Number: NP0715634

CURVE TABLE

NUMBER	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	84.00'	46.84'	24.04'	31°56'49"	S22°20'30"E	46.23'
C2	13.00'	21.79'	14.42'	96°01'48"	S86°19'47"E	19.33'
C3	73.00'	13.11'	6.57'	10°17'33"	S40°30'33"W	13.10'
C4	13.00'	17.49'	10.35'	77°04'25"	N53°10'25"W	16.20'
C5	116.00'	47.86'	24.28'	23°38'16"	S29°53'08"E	47.54'
C6	116.00'	33.39'	16.81'	16°29'29"	S09°48'58"E	33.27'
C7	68.00'	38.24'	13.30'	32°48'47"	S30°31'37"W	38.07'
C8	13.00'	8.06'	4.16'	35°31'25"	N14°09'03"E	7.93'
C9	13.00'	19.56'	12.16'	88°11'10"	S82°13'38"W	17.76'
C10	84.00'	7.03'	3.52'	04°47'54"	S02°58'09"E	7.03'

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N45°10'01"E	57.79'
L2	N45°10'01"E	37.78'
L3	S44°20'40"E	9.00'
L4	S45°39'20"W	41.28'
L5	N54°38'13"W	9.00'
L6	S44°21'07"E	47.66'
L7	S45°10'01"W	37.78'

NO.	REVISION/DESCRIPTION	BY	DATE

SCALE
HORZ: 1"=50'
VERT:
JOB NO.
17-0687
SHEET NO.
1 of 1

DRAWN BY: D.A.J.
DESIGNED BY:
FIELD REVIEW: B.E.M.
QA/QC REVIEW: G.C.S.
DATE: 7/22/17

SEAL: GREGORY C. SHOOK, REGISTERED LAND SURVEYOR, No. 50484, STATE OF INDIANA

SIGNATURE: DATE: 8-30-17

HARD COPY IS PLOTTED TO BE 24" X 36" WHEN PLOTTED. SCALE IS INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OF OUR USES

SHEET TITLE: EASEMENT SURVEY

PROJECT: A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, CITY OF GOSHEN, INDIANA

ABONMARCHE
1229 South Ninth Street
Goshen, Indiana 46526
T 574.533.9512
F 574.533.9911
www.abonmarche.com
Bethlehem Crossing, Benton Harbor, Mishawaka, South Haven, Coleman, Edison, Lafayette, South Bend, Valparaiso
Engineering Architecture Land Surveying

ACCEPTANCE

The City of Goshen, Indiana, by its Board of Public Works and Safety, acknowledges the receipt of this Easement from Fieldhouse & 17th LLC and accepts the easement pursuant to the terms and conditions on _____, 2020.

_____
Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2020, personally appeared Jeremy P. Stutsman the Mayor of the City of Goshen, Indiana on behalf of its Board of Public Works and Safety, and acknowledged the execution of the Acceptance.

_____
Notary Public
(SEAL) Printed: _____
County of residence: _____
My commission expires: _____

This instrument was prepared by Larry A. Barkes, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

DMS TWEAVER 12591329v2

EASEMENT

THIS INDENTURE WITNESSETH, that **Fieldhouse & 17th LLC**, an Indiana limited liability company, of Elkhart County, State of Indiana, (hereinafter referred to as Grantor), does grant and convey to the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, (hereinafter referred to as City or Grantee), for One Dollar ($1) and other good and valuable consideration, the receipt and sufficiency is acknowledged, an easement over, across and through the lands of Grantor situated in Elkhart County, State of Indiana, as depicted upon the attached Easement Survey and more particularly described as follows, to-wit:

A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 49 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 476.75 FEET TO A REBAR WITH CAP STAMPED BRADS-KO SAID REBAR MARKING THE MOST SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO SYNERGY LEASING, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377, SAID REBAR BEING NORTH 00 DEGREES 49 MINUTES 13 SECONDS WEST, A DISTANCE OF 2174.40 FEET FROM A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 45 DEGREES 10 MINUTES 01 SECOND EAST ALONG THE SOUTHEASTERLY LINE OF SAID SYNERGY LEASING, LLC PARCEL, A DISTANCE OF 57.79 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE NORTHERLY ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE EAST, A DISTANCE OF 33.39 FEET (CHORD BEARING NORTH 09 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 33.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01 DEGREE 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 587.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 338.24 FEET; THENCE NORTH 03 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 240.51FEET; THENCE NORTH 09 DEGREES 08 MINUTES 04 SECONDS EAST, A DISTANCE OF 120.08 FEET TO THE POINT OF CURVATURE OF A 66.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO

THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 66.00 FOOT RADIUS CURVE, A DISTANCE OF 26.24 FEET (CHORD BEARING NORTH 20 DEGREES 31 MINUTES 27 SECONDS EAST, CHORD DISTANCE 26.07 FEET) TO THE POINT OF REVERSE CURVATURE OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHERLY ALONG THE ARC OF SAID 13.00 FOOT RADIUS CURVE, A DISTANCE OF 8.06 FEET (CHORD BEARING NORTH 14 DEGREES 09 MINUTES 03 SECONDS EAST, A DISTANCE OF 7.93 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF EISENHOWER DRIVE NORTH, A 60 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 44 DEGREES 21 MINUTES 07 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID EISENHOWER DRIVE NORTH, A DISTANCE OF 47.65 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, A DISTANCE OF 19.56 FEET (CHORD BEARING SOUTH 52 DEGREES 13 MINUTES 39 SECONDS WEST, CHORD DISTANCE 17.76 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09 DEGREES 08 MINUTES 04 SECONDS WEST, A DISTANCE OF 110.70 FEET; THENCE SOUTH 03 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 238.02 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST, A DISTANCE OF 336.76 FEET; THENCE SOUTH 01 DEGREE 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 586.80 FEET TO THE POINT OF CURVATURE OF A 84.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID 84.00 FOOT RADIUS CURVE, A DISTANCE OF 7.03 FEET (CHORD BEARING SOUTH 03 DEGREES 58 MINUTES 09 SECONDS EAST, CHORD DISTANCE 7.03 FEET) TO THE SOUTHEASTERLY LINE OF SAID SYNERGY LEASING, LLC PARCEL; THENCE SOUTH 45 DEGREES 10 MINUTES 01 SECOND WEST, A DISTANCE OF 37.79 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION CONTAINING 42,516 SQUARE FEET OR 0.976 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

The above described easement area is part of Parcel Number 20-11-24-101-012.000-015 and part of Parcel Number 20-11-24-301-009.000-015.

The easement is granted and conveyed to City for a public buggy, bicycle, and pedestrian trail purposes (the "Trail") which includes, but are not limited to the installation, construction, maintenance, repair, replacement, renewal, and operation of a trail, together with the installation of such appurtenances as may be required for the trail, subject to the following covenants and conditions:

1. Grantor grants City, including City's employees, agents, contractors, subcontractors and assigns, access to the above-described easement area over the adjoining lands of Grantor, provided that such access shall be conducted so as to reasonably minimize any damage to the adjoining lands, and such that activities of City, to the extent reasonably possible, will be confined to the easement area to construct and maintain the Trail.

2. City shall restore the real estate after the construction or any subsequent reentry on the real estate pursuant to this easement to as good as or better condition than it was prior to the construction or subsequent reentry. Any damage to the adjoining lands of Grantor caused by the City shall be promptly paid for or otherwise rectified by the City. If City abandons the Trail for any reason, City will remove the Trail and release the easement and return the real estate to Grantor in the same or better condition that it was prior to the Trail's construction.

3. City will prohibit motorized vehicles from using the Trail.

4. Grantor shall be allowed to use, occupy and possess the easement real estate in a manner consistent with the easement granted to City.

5. The rights granted may not be assigned without the written consent of Grantor. The grant of easement shall further be binding upon the heirs, successors, administrators, and assigns of the parties.

6. The Grantor covenants that it is the owner in fee simple of the real estate, is lawfully seized, and has the right to grant and convey the easement, subject however to all prior easements, restrictions, conditions and encumbrances of record which have been granted by or to the Grantor and which have not been expressly subordinated.

7. City shall assume the sole responsibility for the installation, construction, maintenance, repair, replacement, renewal, and operation of the Trail over and across the above-described easement area, and Grantor shall incur no liability for the installation, construction, maintenance, repair, replacement, renewal, and operation of the Trail. Therefore, City shall indemnify, defend, and hold Grantor harmless, to the fullest extent permitted by law, from and against any and all claims, demands, suits, liabilities, penalties, losses, damages, injuries, costs or expenses made or claimed against Grantor arising or in any way related to the installation, construction, maintenance, repair, replacement, renewal, and operation of this Easement or the Trail. It is the express intent of the parties that the scope of City's indemnification obligation under this Easement be broadly construed such that Grantor shall have no liability or incur any damages, expenses, costs, or fees (including without limitation attorneys' fees) related to this Easement or the Trail.

Fieldhouse & 17th, LLC obtained title to the real estate by Warranty Deed recorded April 20, 2018 in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2018-07689.
The undersigned person executing this Easement on behalf of Grantor represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute and deliver this Easement; that the Grantor has full capacity to grant and convey the easement described; and that all necessary action for the making of this grant and conveyance has been taken and done.

IN WITNESS WHEREOF, the undersigned has executed this Easement on _____, 2020.

Fieldhouse & 17th LLC

By: _____

Name: Kyle Newcomer

Title: Owner/Member

By: _____

Name: Ben Brunner

Title: Owner/Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on June 23, 2020, personally appeared Kyle Newcomer, the Owner/Member of **Fieldhouse & 17th LLC**, and acknowledged the execution of the foregoing instrument.

(SEAL) TARA HETLER Notary Public SEAL Elkhart County, State of Indiana Commission Expires March 21, 2027 Commission Number: NP0719341

Tara Hetler
Notary Public
Printed: Tara Hetler
County of residence: Elkhart
My commission expires: March 21, 2027

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on June 23, 2020, personally appeared Ben Brunner, the Owner/Member of **Fieldhouse & 17th LLC**, and acknowledged the execution of the foregoing instrument.

(SEAL) TARA HETLER Notary Public SEAL Elkhart County, State of Indiana Commission Expires March 21, 2027 Commission Number: NP0719341

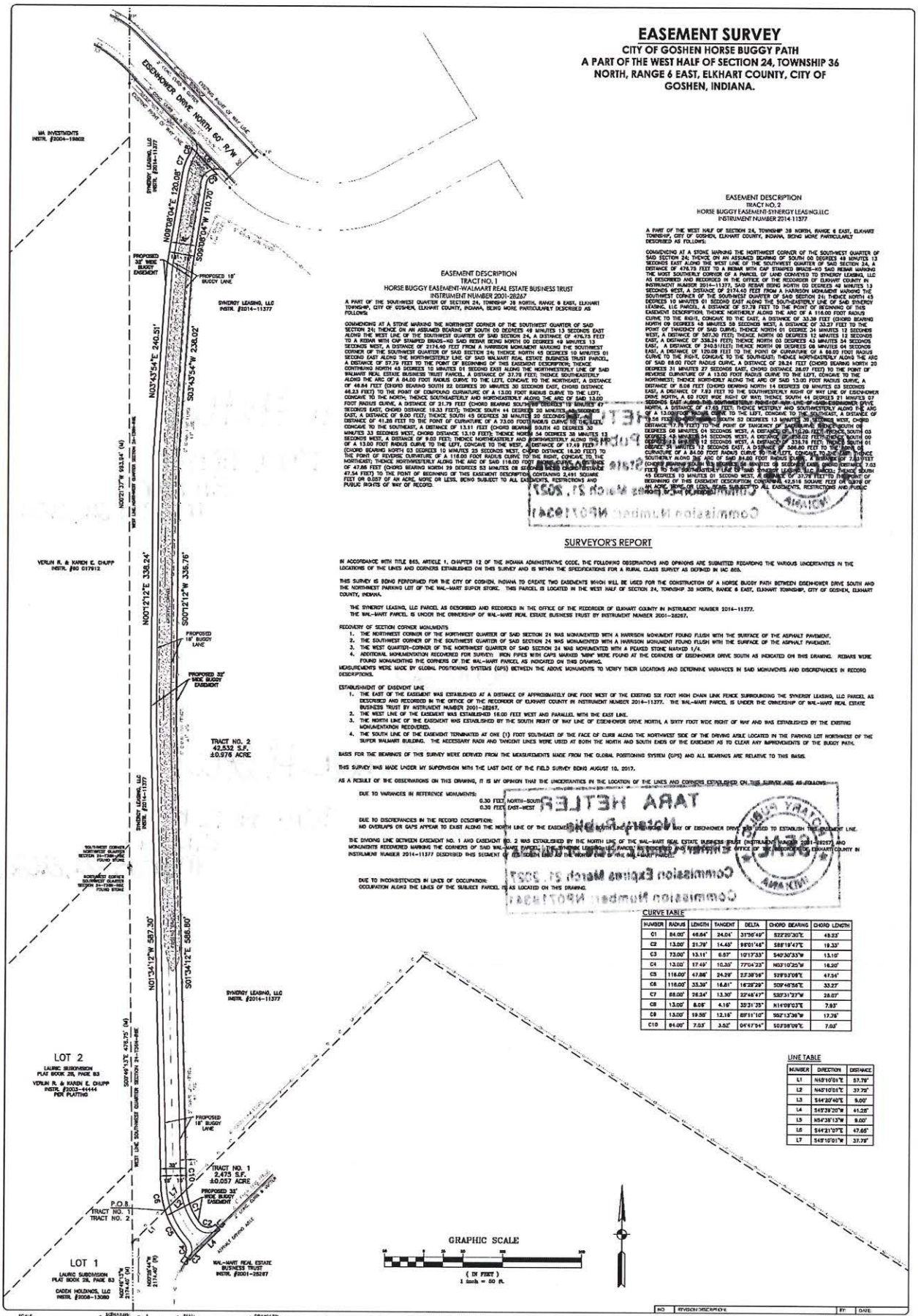
Tara Hetler
Notary Public
Printed: Tara Hetler
County of residence: Elkhart
My commission expires: March 21, 2027

This instrument was prepared by Larry A. Barkes, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

EASEMENT SURVEY

CITY OF GOSHEN HORSE BUGGY PATH
A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, CITY OF GOSHEN, INDIANA.



EASEMENT DESCRIPTION
TRACT NO. 1
HORSE BUGGY EASEMENT-WALMART REAL ESTATE BUSINESS TRUST
INSTRUMENT NUMBER 2001-28267

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 49 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 478.75 FEET TO A REBAR WITH CAP STAMPED BRADE-40 SAID REBAR BEING NORTH 00 DEGREES 49 MINUTES 13 SECONDS WEST, A DISTANCE OF 2174.40 FEET FROM A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 48 DEGREES 10 MINUTES 01 SECOND EAST ALONG THE NORTHWESTERLY LINE OF SAID WALMART REAL ESTATE BUSINESS TRUST PARCEL, A DISTANCE OF 57.78 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTH 48 DEGREES 10 MINUTES 01 SECOND EAST ALONG THE NORTHWESTERLY LINE OF SAID WALMART REAL ESTATE BUSINESS TRUST PARCEL, A DISTANCE OF 37.78 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, A DISTANCE OF 48.84 FEET (CHORD BEARING SOUTH 22 DEGREES 30 MINUTES 30 SECONDS EAST, CHORD DISTANCE 48.23 FEET) TO THE POINT OF COMPOUND CURVATURE OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID 13.00 FOOT RADIUS CURVE, A DISTANCE OF 21.79 FEET (CHORD BEARING SOUTH 88 DEGREES 18 MINUTES 47 SECONDS EAST, CHORD DISTANCE 19.33 FEET); THENCE SOUTH 44 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 45 DEGREES 38 MINUTES 22 SECONDS WEST, A DISTANCE OF 41.28 FEET TO THE POINT OF CURVATURE OF A 73.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, A DISTANCE OF 13.11 FEET (CHORD BEARING SOUTH 40 DEGREES 30 MINUTES 33 SECONDS WEST, CHORD DISTANCE 13.10 FEET); THENCE NORTH 54 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 9.00 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE WEST, A DISTANCE OF 17.49 FEET (CHORD BEARING NORTH 03 DEGREES 10 MINUTES 25 SECONDS WEST, CHORD DISTANCE 16.20 FEET) TO THE POINT OF REVERSE CURVATURE OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 116.00 FOOT RADIUS CURVE, A DISTANCE OF 47.86 FEET (CHORD BEARING NORTH 39 DEGREES 53 MINUTES 08 SECONDS WEST, CHORD DISTANCE 47.54 FEET) TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION, CONTAINING 2,491 SQUARE FEET OR 0.057 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

EASEMENT DESCRIPTION
TRACT NO. 2
HORSE BUGGY EASEMENT-SYNERGY LEASING,LLC
INSTRUMENT NUMBER 2014-11377

A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 49 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 478.75 FEET TO A REBAR WITH CAP STAMPED BRADE-40 SAID REBAR MARKING THE MOST NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO SYNERGY LEASING, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377, SAID REBAR BEING NORTH 00 DEGREES 49 MINUTES 13 SECONDS WEST, A DISTANCE OF 2174.40 FEET FROM A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 48 DEGREES 10 MINUTES 01 SECOND EAST ALONG THE SOUTHEASTERLY LINE OF SAID SYNERGY LEASING, LLC PARCEL, A DISTANCE OF 57.78 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE NORTHERLY ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE EAST, A DISTANCE OF 33.38 FEET (CHORD BEARING NORTH 09 DEGREES 48 MINUTES 58 SECONDS WEST, A DISTANCE OF 33.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01 DEGREE 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 587.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 338.24 FEET; THENCE NORTH 03 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 240.51 FEET; THENCE NORTH 09 DEGREES 08 MINUTES 04 SECONDS EAST, A DISTANCE OF 120.08 FEET TO THE POINT OF CURVATURE OF A 86.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 86.00 FOOT RADIUS CURVE, A DISTANCE OF 28.24 FEET (CHORD BEARING NORTH 20 DEGREES 31 MINUTES 27 SECONDS EAST, CHORD DISTANCE 28.07 FEET) TO THE POINT OF REVERSE CURVATURE OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTH-NERLY ALONG THE ARC OF SAID 13.00 FOOT RADIUS CURVE, A DISTANCE OF 8.06 FEET (CHORD BEARING NORTH 14 DEGREES 09 MINUTES 03 SECONDS EAST, A DISTANCE OF 7.92 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF EISENHOWER DRIVE NORTH, A 60 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 41 DEGREES 21 MINUTES 07 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID EISENHOWER DRIVE NORTH, A DISTANCE OF 47.60 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A 13.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, A DISTANCE OF 19.66 FEET (CHORD BEARING SOUTH 53 DEGREES 13 MINUTES 39 SECONDS WEST, CHORD DISTANCE 17.78 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09 DEGREES 08 MINUTES 04 SECONDS WEST, A DISTANCE OF 110.70 FEET; THENCE SOUTH 03 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 238.02 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST, A DISTANCE OF 336.76 FEET; THENCE SOUTH 01 DEGREE 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 586.80 FEET TO THE POINT OF CURVATURE OF A 84.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID 84.00 FOOT RADIUS CURVE, A DISTANCE OF 7.03 FEET (CHORD BEARING SOUTH 01 DEGREE 08 MINUTES 08 SECONDS EAST, CHORD DISTANCE 7.03 FEET) TO THE SOUTHERLY LINE OF SAID SYNERGY LEASING, LLC PARCEL; THENCE SOUTH 45 DEGREES 10 MINUTES 01 SECOND WEST, A DISTANCE OF 37.78 FEET TO POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION CONTAINING 42,618 SQUARE FEET OR 0.978 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

TARA HETLER Notary Public Commission Expires March 21, 2027 Commission Number NP0710241

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AND IS WITHIN THE SPECIFICATIONS FOR A RURAL CLASS SURVEY AS DEFINED IN IAC 865.

THIS SURVEY IS BEING PERFORMED FOR THE CITY OF GOSHEN, INDIANA TO CREATE TWO EASEMENTS WHICH WILL BE USED FOR THE CONSTRUCTION OF A HORSE BUGGY PATH BETWEEN EISENHOWER DRIVE SOUTH AND THE NORTHWEST PARKING LOT OF THE WAL-MART SUPER STORE. THIS PARCEL IS LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA.

THE SYNERGY LEASING, LLC PARCEL AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377.
THE WAL-MART PARCEL IS UNDER THE OWNERSHIP OF WAL-MART REAL ESTATE BUSINESS TRUST BY INSTRUMENT NUMBER 2001-28267.

RECOVERY OF SECTION CORNER MONUMENTS
1. THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 WAS MONUMENTED WITH A HARRISON MONUMENT FOUND FLUSH WITH THE SURFACE OF THE ASPHALT PAVEMENT.
2. THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24 WAS MONUMENTED WITH A HARRISON MONUMENT FOUND FLUSH WITH THE SURFACE OF THE ASPHALT PAVEMENT.
3. THE WEST QUARTER-CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 WAS MONUMENTED WITH A PEAKED STONE MARKED 1/4.
4. ADDITIONAL MONUMENTATION RECOVERED FOR SURVEY. IRON PIPES WITH CAPS MARKED "BRADE" WERE FOUND AT THE CORNERS OF EISENHOWER DRIVE SOUTH AS INDICATED ON THIS DRAWING. REBARS WERE FOUND MONUMENTING THE CORNERS OF THE WAL-MART PARCEL AS INDICATED ON THIS DRAWING.

MEASUREMENTS WERE MADE BY GLOBAL POSITIONING SYSTEMS (GPS) BETWEEN THE ABOVE MONUMENTS TO VERIFY THEIR LOCATIONS AND DETERMINE VARIANCES IN SAID MONUMENTS AND DISCREPANCIES IN RECORD DESCRIPTIONS.

ESTABLISHMENT OF EASEMENT LINE
1. THE EAST OF THE EASEMENT WAS ESTABLISHED AT A DISTANCE OF APPROXIMATELY ONE FOOT WEST OF THE EXISTING SIX FOOT HIGH CHAIN LINK FENCE SURROUNDING THE SYNERGY LEASING, LLC PARCEL AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377. THE WAL-MART PARCEL IS UNDER THE OWNERSHIP OF WAL-MART REAL ESTATE BUSINESS TRUST BY INSTRUMENT NUMBER 2001-28267.
2. THE WEST LINE OF THE EASEMENT WAS ESTABLISHED 18.00 FEET WEST AND PARALLEL WITH THE EAST LINE.
3. THE NORTH LINE OF THE EASEMENT WAS ESTABLISHED BY THE SOUTH RIGHT OF WAY LINE OF EISENHOWER DRIVE NORTH, A SIXTY FOOT WIDE RIGHT OF WAY AND WAS ESTABLISHED BY THE EXISTING MONUMENTATION RECOVERED.
4. THE SOUTH LINE OF THE EASEMENT TERMINATED AT ONE (1) FOOT SOUTHEAST OF THE FACE OF CURB ALONG THE NORTHWEST SIDE OF THE DRIVING AISLE LOCATED IN THE PARKING LOT NORTHWEST OF THE SUPER WALMART BUILDING. THE NECESSARY RADII AND TANGENT LINES WERE USED AT BOTH THE NORTH AND SOUTH ENDS OF THE EASEMENT AS TO CLEAR ANY IMPROVEMENTS OF THE BUGGY PATH.

BASIS FOR THE BEARINGS OF THIS SURVEY WERE DERIVED FROM THE MEASUREMENTS MADE FROM THE GLOBAL POSITIONING SYSTEM (GPS) AND ALL BEARINGS ARE RELATIVE TO THIS BASIS.

THIS SURVEY WAS MADE UNDER MY SUPERVISION WITH THE LAST DATE OF THE FIELD SURVEY BEING AUGUST 10, 2017.

AS A RESULT OF THE OBSERVATIONS ON THIS DRAWING, IT IS MY OPINION THAT THE UNCERTAINTIES IN THE LOCATION OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY ARE AS FOLLOWS:

DUE TO VARIANCES IN REFERENCE MONUMENTS:
0.30 FEET NORTH-SOUTH
0.30 FEET EAST-WEST

DUE TO DISCREPANCIES IN THE RECORD DESCRIPTIONS:
NO OVERLAPS OR GAPS APPEAR TO EXIST ALONG THE NORTH LINE OF THE EASEMENT. THE SOUTH RIGHT OF WAY OF EISENHOWER DRIVE WAS USED TO ESTABLISH THIS COMPONENT LINE.

THE DIVIDING LINE BETWEEN EASEMENT NO. 1 AND EASEMENT NO. 2 WAS ESTABLISHED BY THE NORTH LINE OF THE WAL-MART REAL ESTATE BUSINESS TRUST (INSTRUMENT NUMBER 2001-28267) AND MONUMENTS RECOVERED MARKING THE CORNERS OF SAID WAL-MART PARCEL. THE SYNERGY LEASING, LLC PARCEL AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-11377 DESCRIBED THIS SEGMENT OF THE SOUTH LINE AS BEING PARALLEL TO THE NORTH LINE OF THE WAL-MART PARCEL.

DUE TO INCONSISTENCIES IN LINES OF OCCUPATION:
OCCUPATION ALONG THE LINES OF THE SUBJECT PARCEL IS AS LOCATED ON THIS DRAWING.

TARA HETLER Notary Public Commission Expires March 21, 2027 Commission Number NP0710241

CURVE TABLE

NUMBER	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	84.00'	48.84'	24.04'	31°56'48"	S22°20'30"E	48.23'
C2	13.00'	21.79'	14.45'	96°01'46"	S88°19'47"E	19.33'
C3	73.00'	13.11'	6.57'	10°17'33"	S40°30'33"W	13.10'
C4	13.00'	17.49'	10.20'	77°04'23"	N03°10'25"W	16.20'
C5	116.00'	47.86'	24.29'	23°38'56"	S39°53'08"E	47.54'
C6	116.00'	33.39'	16.81'	16°28'29"	S09°48'56"E	33.27'
C7	86.00'	28.24'	13.30'	22°48'47"	S20°31'27"W	28.07'
C8	13.00'	8.06'	4.16'	35°31'35"	N14°08'03"E	7.93'
C9	13.00'	19.55'	12.16'	89°11'10"	S82°13'36"W	17.76'
C10	84.00'	7.03'	3.52'	04°47'54"	S02°58'08"E	7.03'

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N48°10'01"E	57.78'
L2	N45°10'01"E	37.78'
L3	S44°20'48"E	9.00'
L4	S45°39'20"W	41.28'
L5	N54°38'13"W	9.00'
L6	S44°21'07"E	47.66'
L7	S48°10'01"W	37.78'

NO	REVISION DESCRIPTION	BY	DATE

SCALE: HORZ: 1"=80' VERT:
JOB #: 17-0687
SHEET NO.: 1 of 1

SIGNATURE: DATE: 8-30-17
HARD COPY IS PRINTED TO 36"X 36" W=MY ACTUAL SCALED INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OF OR SIZES

SEAL: GREGORY C. SHOCK, REGISTERED LAND SURVEYOR, No. S0484, STATE OF INDIANA

DRAWN BY: D.A.J.
DESIGNED BY:
FIELD REVIEW: B.E.M.
OFFICE REVIEW: G.C.S.
DATE: 7/25/17

SHEET TITLE: EASEMENT SURVEY

PROJECT: A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, CITY OF GOSHEN, INDIANA

ABONMARCHE
1079 South Ninth Street
Goshen, Indiana 46526
T 574.533.9411 F 574.533.9911
abonmarche.com
Bothell Grand Haven Lansing Mishawaka Southfield Traverse City Wabash
Engineering Architecture Land Surveying

ACCEPTANCE

The City of Goshen, Indiana, by its Board of Public Works and Safety, acknowledges the receipt of this Easement from Fieldhouse & 17th LLC and accepts the easement pursuant to the terms and conditions on _____, 2020.

_____
Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2020, personally appeared Jeremy P. Stutsman the Mayor of the City of Goshen, Indiana on behalf of its Board of Public Works and Safety, and acknowledged the execution of the Acceptance.

_____
Notary Public
(SEAL) Printed: _____
County of residence: _____
My commission expires: _____

This instrument was prepared by Larry A. Barkes, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

DMS TWEAVER 12591329v2

Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626
jasonkauffman@goshencity.com • *goshenindiana.org*

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor

RE: **POST-CONSTRUCTION PLAN APPROVAL**
ELLIOT ANNE, LLC FOR ASCOT/SWC – PROPOSED BUILDING (JN: 2019-2020)

DATE: June 29, 2020

The developer of Elliot Anne, LLC, for Ascot/SWC – Proposed Building, affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Requested Motion: I move that we accept the post-construction stormwater management plan for Elliot Anne, LLC, for Ascot/SWC – Proposed Building as it has been found to meet the requirements of City Ordinance 4329.

Following plan acceptance, please sign the attached documents where denoted.

ABONMARCHE

Post-Construction Stormwater Management Plan (PCSMP)

Elliott Anne, LLC
For Ascot/SWC - Proposed Building

Project is located at 1740 Ardmore Court, Goshen, Indiana 46526

This Post-Construction Stormwater Management Plan (PCSMP) is accepted by the Stormwater Utility Board of the City of Goshen, Indiana, on this____day of_____, 20_____.

_____

Mayor-Signed

Jeremy Stutsman, Mayor

_____

Member-Signed

Michael Landis, Member

_____

Member-Signed

Mitchell Day, Member

Table of Contents

Index of Drawings, Details, and Documents

1.0 Introduction

Per Indiana Administrative Code 327-15-13-16, "Stormwater Quality Management Plan Post-Construction Stormwater Runoff Control MCM" municipalities and urbanized areas are required to implement planning procedures to promote improved water quality within their jurisdiction. The City of Goshen, Indiana, implemented its post-construction stormwater management requirements through Ordinance 4329, which became effective on January 25, 2006.

2.0 Project Description and Location

General Project Information

The project is known as **Elliott Anne, LLC for Ascot/SWC - Proposed Building**. Improvements at the project include one (1) manufacturing building (55,840 square feet)along with a paved parking lot, areas of concrete (loading docks, walks), and a constructed stormwater conveyance system.

The building will be leased to Specialty Window Coverings (SWC), which manufactures window treatments such as window blinds and other interior furnishings. The building will be used for manufacturing purposes.

The stormwater conveyance system for the project includes the following components:

- 30-inch stormwater inlet structures
- 48-inch stormwater manholes
- 48-inch stormwater manholes with sumps and turndown pipes
- Yard inlet structures
- Storm cleanout structures
- Storm sewer pipes
- Trench drains in loading docks
- 1000-gallon oil/water separator units in loading docks
- Vegetated Swales

    - Downspouts for the building will connect into the stormwater conveyance system.

        - **A Structure Data Table is provided on Page 34. All structures will have open grates with the exception of the storm cleanouts.**

Stormwater runoff from the stormwater conveyance system will ultimately discharge into an existing stabilized retention basin located to the west of the project. The project will utilize an existing 30-inch storm sewer, which discharges into the retention basin.

- **Refer to Page 33 for a detail sheet for the existing stormwater conveyance system.**
- **Refer to Page 25-31 for the improvements and stormwater conveyance system at the project.**

Refer to the Ardmore Court Stormwater Conveyance System Discussion (**following**) for information on the retention basin. The basin is covered by an existing Post-Construction Stormwater Management Plan or PCSMP. Maintenance of the basin is performed by the Waterford Commons Business Park Property Owners Association.

Wellhead Protection Area

Portions of the Waterford Commons Business Park North PUD Tract 2 including the subject lots is located within the South Wellhead Protection Area for the City of Goshen, Indiana. The Ardmore Court Stormwater Conveyance System retention basins are located outside of the Wellhead Protection Area. The basins receive runoff from the lots located within the South Wellhead Protection Area for the City of Goshen. The current project will discharge to the western basin.

- **Refer to Page 33 for the location of the Wellhead Protection Area in the area of the project.**

Ardmore Court Stormwater Conveyance System Discussion

Ardmore Court (pavement and curbing), municipal utilities (water and sanitary sewer), utilities (gas, electric, etc.), and a constructed stormwater conveyance system were installed during a prior construction project at the Waterford Commons Business Park North PUD Tract 2. During the prior project, each lot located within the project was provided a connection (12-inch storm sewer stub) which discharges into the Ardmore Court Stormwater Conveyance System. The Ardmore Court Stormwater Conveyance System discharges into two (2) constructed stabilized retention basins, which are located outside of a City of Goshen Wellhead Protection Area.

The retention basins at the Waterford Commons Business Park are covered by a Post-Construction Stormwater Management Plan or PCSMP. The PCSMP is available for review in the Goshen City Stormwater Department, an entity of the Goshen City Engineering Department, at 204 East Jefferson Street, Goshen, Indiana.

The PCSMP for the basins is recorded in the Office of the Recorder of Elkhart County as Instrument #2018-15385. The PCSMP is known as "Post-Construction Stormwater Management Plan (PCSMP)" "Retention Basins at Waterford Commons Business Park North PUD Tract 2".

The recorded PCSMP is cross-referenced to the Record Plat of the Waterford Commons Business Park North, PUD - Tract 2 as recorded in Plat Book 36 at Page 67 in the Office of the Recorder of Elkhart County, Indiana.

- **A copy of the Record Plat for the Waterford Commons Business Park North PUD Tract 2 is provided on Pages 20-21.**
- **The cover sheet for the recorded PCSMP is provided on Page 22.**

Project Location and Legal Description

The Waterford Commons Business Park is located in the Northwest Quarter (NW1/4) of Section 26 and the Northeast Quarter (NE1/4) of Section 27 all in Township 36 North, Range 6 East, City of Goshen, Elkhart Township, Elkhart County, Indiana.

The project is located on Lots Numbered 8 and 9 of the Waterford Commons Business Park North PUD Tract 2 subdivision. The Record Plat for the Waterford Commons Business Park North PUD Tract 2 is recorded in Plat Book 36 at Page 67 in the Office of the Recorder of Elkhart County, Indiana.

- **A copy of the Record Plat for the Waterford Commons Business Park North PUD Tract 2 is provided on Pages 19-20.**

The project is located at 1740 Ardmore Court in Goshen, Indiana. The project is generally located 1,050 feet south of Kercher Road (County Road #38) and 750 feet west of Dierdorff Road (County Road #27) on the south side of the City of Goshen, Indiana.

- **A location map for the project is provided on Page 19.**

The properties are owned by Elliott Anne, LLC. The lots are known as Parcels Numbered 20-11-26-101-017.000-015 (Lot Number 8) and 20-11-26-101-018.000-015 (Lot Number 9) in the records of the Elkhart County Auditor's Office.

- **Copies of the Property Record Cards are provided on Pages 23-24.**

3.0 Binding Requirements

Elliott Anne, LLC for Ascot/SWC - Proposed Building is bound by an enforceable maintenance agreement approved by the City of Goshen, Indiana, and recorded as part of this document in the Office of the Recorder of Elkhart County, Indiana.

- **The maintenance agreement is provided on Pages 54-60.**

The maintenance agreement designates Elliott Anne, LLC as the responsible party for the operation, maintenance, and repair of all installed or required stormwater management facilities. The maintenance agreement also designates funding provisions for the required maintenance.

4.0 Responsible Parties Duties

Under the requirements of Ordinance 4329, non-exempt real estate is required to:

1. Maintain any stormwater measures and practices identified in the construction plans that are to remain in place after construction activities have been completed.
2. Install and maintain each post-construction stormwater quality measure approved as part of the construction plans.
3. Provide the Department of Stormwater Management with a narrative description of the maintenance guidelines for all post-construction stormwater quality measures to facilitate their proper and long-term function and identify the entity or entities responsible for long-term maintenance. It is an obligation of the project owners and their successors in interest to provide these narrative descriptions to future parties who acquire interest in any portion of the real estate or who assume responsibility for the operation and maintenance of the post-construction stormwater quality measures.
4. Maintain all drainage systems in good working order. Note: The stormwater storage facilities (retention basins) are covered by a PCSMP recorded as Instrument #2018-15385 in the Office of the Recorder of Elkhart County, Indiana.
5. Maintain natural drainage for any portion of the real estate not served by a constructed drainage system.
6. Maintain all erosion and sediment control systems installed on the real estate or identified as part of the construction plans unless such systems were temporary measures only intended to be in place during construction.
7. Annually inspect stormwater inlet structures (manholes, manholes with sumps and turndown pipes, inlets, and yard inlets with open grates) to insure compliance with this Ordinance and provide for the removal of silt, litter, grass cuttings, vegetation, and other debris from all stormwater inlet structures (structures with open grates such as stormwater inlet structures and loading dock trench drains. Inspections of the manholes with sumps and turndown pipes and oil/water separators are to be included. Refer to maintenance guidelines provided in this document.
8. Annually inspect all landscaping to insure compliance with the provisions of the management plan.
9. The party responsible for the operation and maintenance of the stormwater management facilities shall make and maintain records for all installation, maintenance, and repairs of all the systems, structures, and measures. Stormwater system maintenance records must be maintained for a minimum of five (5) years and made available to the Department of Stormwater Management at all reasonable times.

5.0 Potential Pollutants, Sources, Impacts

The project will be used for manufacturing purposes when completed. Sections 5.1, 5.2, and 5.3 (following) address potential pollutants, pollutant sources and pollutant impacts on the environment.

5.1 Potential Pollutants

1. Suspended Solids (sand, silt, clay, etc)
2. Nutrients
3. Trash and Debris
4. Oil, Grease, and Other Vehicular Fluids (transmission fluid, antifreeze, hydraulic fluids, fuels, etc)
5. Bacteria
6. Temperature
7. Pesticides
8. Project Specific Pollutants: sawdust, aluminum scraps, fabric scraps, and wood scraps.

5.2 Potential Pollutant Sources

1. Suspended Solids - generated by exposed soil, on-site storage of dirt, sand, etc, land disturbing activities within the project
2. Nutrients - generated by runoff from fertilized areas of vegetation (grass areas, planters, etc),
3. Trash & Debris - generated by discarded items such as plastic bottles, plastic bags, packaging materials, soft drink cans, fast-food containers, Styrofoam, newspapers, plastic sheeting, cardboard, etc.

    - The project will use a commercial dumpster supplied by and serviced by others. The dumpster will be located on a concrete slab adjacent to the east side of the building. The dumpster will be a rolloff type container/dumpster.

4. Oil, Grease, and Other Vehicular Fluids - generated by vehicles (cars, pickups, semis, etc) and equipment (forklifts, lawn maintenance equipment, etc) and from fluid leaks (vehicles and equipment)
5. Bacteria - generated by fertilizers and leaking trash receptacles or dumpsters
6. Temperature - generated by areas of pavement (asphalt and concrete), buildings or structures
7. Pesticides - improper application rates
8. Sawdust - byproduct of wood processing (i.e.: cutting, grinding, drilling, and sanding)
9. Aluminum Scraps - byproduct of production at the project
10. Cloth Particulates - generated by material scraps
11. Wood Scraps - generated by production at the facility

5.3 Potential Pollutant Impacts

1. Suspended Solids - carry pollutants such as toxic metals and organic pollutants via chemical bonding, suspended fine sediments cloud water and reduce the distance light penetrates into the water resulting in plant and fish kills
2. Nutrients - accelerate plant growth and algae blooms resulting in fish kills, excessive amounts can render water unfit for recreational and drinking purposes
3. Trash and Debris - unsightly visual effects, can physically damage aquatic animals and fish, releases poisonous substances as it decays

    - The project will use a commercial dumpster supplied by and serviced by others. The dumpster will be located on a concrete slab adjacent to the east side of the building. The dumpster will be a rolloff type container/dumpster.

4. Oil, Grease and Other Vehicular Fluids - bind to sediment and settle to the bottom of streams and lakes, reduces oxygen transfer within bodies of water making water toxic for aquatic animals and plants
5. Bacteria - high concentrations of bacteria can result in beach closings and fishing restrictions, additional costs to public water systems due to expensive treatments in order to guarantee safety of the public
6. Temperature - can cause stress in or kill cold-water species of plants and animals, lowers the concentration of oxygen in the water
7. Pesticides - reproductive failure in birds, fish kills, acute illness in humans, water contamination
8. Sawdust - can become air borne and inhaled by humans - sawdust is considered a carcinogen, sawdust contains lignins (a polymer that gives plants their rigidity) and fatty acids both of which are toxic to a broad range of organisms, stormwater runoff which passes through sawdust contains organic matter on which bacteria feed - the bacteria cause oxygen depletion in water which can cause fish and other organisms to suffocate
9. Scrap Aluminum - contains aluminum oxides, metallic aluminum, carbides, nitrides, sulphides, and phosphides, recycling of aluminum creates air pollution and creates a waste product known as "dross" which is highly toxic humans and can pollute groundwater when it is disposed of incorrectly
10. Cloth Scraps - polyester does not biodegrade, requires crude oil for production, and harmful chemicals are used in the production of polyester, cotton material has limited impacts on the environment
11. Wood Scraps - contains lignins (a polymer that gives plants their rigidity) and fatty acids both of which are toxic to a broad range of organisms, stormwater runoff which passes through wood scraps contains organic matter on which bacteria feed - the bacteria cause oxygen depletion in water which can cause fish and other organisms to suffocate

6.0 Post Construction Pollution Control Measures

The project will utilize both structural and non-structural pollution control measures to minimize the transport of pollutants to local waterways.

6.1 Structural Pollution Control Measures

Refer to Section 2.0, Stormwater Conveyance System General Information, for information on the stormwater conveyance system at the project. Additional information concerning the stormwater conveyance system follows.

- **Refer to Pages 25-31 for the location of the stormwater conveyance systems (stormwater inlet structures, storm manholes, storm manholes with sumps and turndown pipes, storm pipes, oil/water separators, loading dock trench drains, yard inlets, storm cleanouts, and related stormwater components) serving the project.**
- **A detail sheet for the existing Ardmore Court Stormwater Conveyance System adjacent to the project is provided on Page 33.**
- **A Structure Data Table is provided on Page 34. The table provides structure numbers, structure types, pipe diameters, and pipe lengths.**
- **Details for the individual components of the stormwater conveyance system are provided on Pages 35-45. Details are provided for the stormwater inlet structures (manholes, manholes with sumps and turndown pipes, and inlets), castings and grates, oil/water separator, loading dock trench drain, storm cleanouts, and downspout connections.**
- **An erosion control blanket installation detail is provided on Page 46. This detail is provided for future repairs and restabilization of disturbed vegetated areas at the project.**
- **Information on hydroseeding is provided on Pages 47-50.**
- **Seeding guidelines are provided on Pages 51-53. The guidelines are provided for future repairs or restabilization of disturbed vegetated areas at the project.**

Drainage Calculations and Storage Volume Calculations

Drainage calculations have been completed for the project. The drainage calculations are to the minimum standards of the City of Goshen. The retention basins at the development were designed and built to handle the stormwater runoff generated by all of the lots within the development when buildout occurs.

- **Refer to Page 32 for the project drainage calculations.**

Storm Sewer Stubs

Each lot within the Waterford Commons Business Park North PUD Tract 2 is provided one (1) connection into the Ardmore Court Stormwater Conveyance System. Each of the connections is a 12-inch storm sewer stub. The stubs were installed during the construction of the Ardmore Court Stormwater Conveyance System.

A detail has been prepared which shows the existing Ardmore Court System in the area of the project. The detail shows the storm sewer stubs and storm sewer pipes in the area of the project. The detail also shows the location of the western retention basin to which the lot will discharge.

- **Refer to Page 33 for the Ardmore Court Stormwater Conveyance System detail.**
- **Refer to Pages 25-31 for the stormwater conveyance system at the project.**
- **Manholes with sumps and turndown pipes are being installed adjacent to each storm sewer stub.**

Oil/Water Separator Units

Two (2) 1,000-gallon oil/water separator units are being installed at the project. The units are located near the northwest and northeast corners of the new building. The units are a pretreatment measure for runoff generated by the loading docks at the project.

Runoff from the loading docks will enter a trench drain and flow to their respective oil/water separator unit. Stormwater runoff from the loading docks will be pretreated within the unit. The treated runoff will exit the unit and flow westerly through storm pipes to the retention basin serving the project.

- **The location of the oil/water separator units are shown on Pages 29 and 31.**
- **A detail for the unit is provided on Page 39.**

Median pollutant removal rates for oil/water separators are:

1. Total Suspended Solids - 40 percent**
2. Nutrients (Phosphorous/Nitrogen) - 5 percent**
3. Trace Metals (Cadmium, Copper, Lead, Zinc) - No Data**
4. Pathogens (Coliform, Streptococci, E. Coli) - No Data**
5. Hydrocarbons - Varies, 80-200 micron in diameter oil droplets have a removal rate of 45 to 100 percent with removal rates of 0-45 percent for droplets smaller than 80 microns in diameter

**Hydrocarbon removal rates were obtained from the Knoxville, Tennessee BMP Manual. Total Suspended Solids (TSS) rate was taken from the Northeast Tennessee Water Quality BMP Manual. Phosphorous removal rate was obtained from the IDEQ (Idaho) Storm Water Best Management Practices Catalog September 2005.

Storm Inlet Structures

Stormwater inlet structures (30-inch) are being installed at the project. The inlet structures have open grates. The structures will receive sheet flow from both paved surfaces and areas of vegetation. The casting on each structure will have an environmental warning stamp. Grading will be done in vegetated areas to direct runoff to the adjoining open grate structures. The inlets will all have open grates.

- **Refer to Pages 25-31 for the locations of the inlet structures.**
- **Refer to Page 34 for a Structure Data Table, which provides the structure numbers for the inlets.**
- **A detail for an inlet structure is provided on Page 35.**
- **A detail of the casting and grate are provided on Page 38.**
- **A detail of a typical environmental stamp for the castings is provided on Page 38.**

Storm Manholes

Storm manholes (48-inch) are being installed at the project. The manholes will be receiving sheet flow from pavement and vegetation adjacent to the structures. Grading will be done in vegetated areas to direct runoff to the adjoining open grate structures. The inlets will all have open grates.

- **Refer to Pages 25-31 for the location of the manhole structures.**
- **Refer to the Structure Data Table on Page 34 for the structure numbers for the storm manholes.**
- **A detail for a storm manhole structure is provided on Page 36.**
- **Details for the castings and grates for the storm manhole structures are provided on Page 38.**
- **A detail of a typical environmental stamp for the casting is provided on Page 38.**

Storm Manholes with Sump Areas and Turndown Pipes

Storm manholes (48-inch diameter) with sumps and turndown pipes are being installed at the project. The sump areas will capture suspended solids and smaller spills. The structures will have downturn pipes to prevent hydrocarbons from exiting the structures.

- Sump capture rates for suspended solids were found to be 60-97 percent during small storm events. (Aronson et. al. 1983) A study done in 1997 found that 32 percent of suspended solids are captured by sump areas. (Pitt et. al. 1997) Studies are extremely limited on pollutant removal rates for sump areas.

    - **The location of the manholes with sumps with turndown pipes can be found on Page 29.**
    - **A detail of a storm manhole with a sump and turndown pipe is provided on Page 37.**
    - **Details for the casting and grate for the structures are provided on Page 38.**
    - **A detail of a typical environmental warning stamp for the castings is provided on Page 38.**

Storm Sewer Pipes and Downspout Connections

Storm sewer pipes are being installed at the project. The downspouts on the building at the project will connect into storm sewer pipes located adjacent to the building on the north and south sides.

- **Locations of the storm sewer pipes and the pipes the downspouts will connect into are provided on Pages 25-31.**
- **Refer to Page 34 (Structure Data Table) for the lengths, diameters, and slopes of the storm sewer pipes.**
- **A yard inlet detail is provided on Page 42. These structures are also known as riser pipes.**
- **A storm sewer cleanout structure detail is provided on Page 43.**
- **A typical downspout connection is provided on Page 44.**

Five (5) Year Best Management Inspection

Per the post-construction stormwater maintenance agreement for **Elliott Anne, LLC for Ascot/SWC - Proposed Building**, Elliott Anne, LLC shall have a best management practice inspection conducted by a qualified individual once every five (5) years. Any maintenance or repair work identified by the report (inspection) shall be completed within 60 days of the report (inspection). The expense of the inspection shall be borne by Waterford Commons Business Park, LLC or its successors in interest. A copy of the report (inspection) must be filed with the Goshen City Department of Stormwater Management.

- **An inspection form is provided on Pages 61-69.**

The City of Goshen or its designee is authorized to access the real estate (Lots Numbered 8 and 9 of the Waterford Commons Business Park, PUD Tract 2) as the City or their designee deems necessary to conduct inspections of the stormwater management practices, facilities, structures, operations, or drainage easements to determine that proper maintenance is occurring.

6.2 Nonstructural Pollution Control Measures

Nonstructural pollution control measures for the project include sweeping the parking lot, entrance drive, and walks adjacent to the project.

The collection of vehicle leaks and spills of vehicle fluids from the parking lot surface, loading dock, and entrance drive as they occur will further improve stormwater runoff quality at the project.

The collection and proper disposal of lawn wastes (leaves, grass clippings, etc) will also reduce pollutants in the stormwater runoff at the project.

Trash collection/containment will also provide a reduction in stormwater pollutants generated by the project. The project will use a commercial dumpster with lids and maintained by others for the disposal of trash.

Building maintenance procedures done in a responsible manner will also improve the quality of the stormwater runoff generated by the project.

The responsible party, Elliott Anne, LLC, must educate future purchasers of **Elliott Anne, LLC for Ascot/SWC - Proposed Building** about the project's stormwater responsibilities.

The following subsections provide minimum best management practices for building maintenance, landscaping and lawn maintenance, vehicle fluids, parking lot maintenance, and trash collection and containment. The subsections are provided for general guidance purposes only.

Building Maintenance

1. When pressure washing the building, rooftop, and other large objects at the project, control runoff (i.e.: do not let wash water run onto the parking lot surface or other hard surfaces) and do not directly discharge runoff into stormwater inlet structures (open grate structures, located within the boundaries of the project and Ardmore Court).
2. Properly dispose of construction wastes (excess concrete, wood, mortar, paints, etc) generated during building remodeling projects.
3. Store all toxic materials in a covered area when not in use and during periods of precipitation. All toxic materials are to be stored in a secure place to prevent vandalism.
4. Do not dump any toxic substances or liquids onto hard surfaces (parking lot, entrance drive, walks, etc), the ground (vegetated areas, landscaping areas, etc.), or into the stormwater inlet structures with open grates at the project (located within the boundaries of the project and within Ardmore Court).
5. Employ erosion control and stabilization measures when areas of earth are disturbed adjacent to the building.
6. Switch to non-toxic chemicals for maintenance, as possible.
7. Dispose of hazardous materials (batteries, cleaners, paints, thinners, pesticides, fertilizers, herbicides, etc.) at a hazardous waste disposal center.

Landscaping & Lawn Maintenance Including Vegetated Swales

1. Use fertilizers, pesticides, and herbicides at minimal amounts.
2. Use indigenous (native) vegetation in landscaping.
3. Cover areas of landscaping with secured mulch to reduce sediment runoff.
4. Do not over water lawn, swales, or landscaping areas.
5. Mulch or collect lawn maintenance debris (leaves, etc.) and dispose of according to local regulations.
6. Piles of excess dirt and mulch are to be stored as far away as possible from all stormwater inlet structures (structures with open grates, located within the project boundaries or in the curbing of Ardmore Court adjacent to the project).
7. Reseed all bare areas within the project boundaries as they occur. Erosion control blanket can be used for repairs of the swales as needed.

Oil, Grease, and Other Vehicular Fluids

1. Collect leaked fluids including oil, grease and other vehicular fluids (transmission fluid, antifreeze, hydraulic fluids, fuels, etc) from the paved areas (parking lot and entrance drive) of the project using kitty litter or other acceptable absorbents as the leaks occur and dispose of the used absorbents according to local regulations
2. Recycle used oil, grease, and other vehicular fluids; never place these materials in the trash, dump them onto the ground (vegetated areas such the retention basin and lawn areas), flush them, pour them down drains within the building, or dump them into the stormwater inlet structures (open grate structures, on or adjacent to the project, manholes and inlets).

Parking Lot/Entrance Drive Maintenance & Concrete Maintenance

1. Conduct regular cleanings of the parking lot and entrance drive. Sweep parking lot and entrance prior to the onset of the wet season (minimum) with fall (after leaves have fallen) and spring (after last snowfall or when the use of products such as sand, salt, etc. has ended) being recommended.
2. When repairing the parking lot surface, pre-heat, transfer or load hot bituminous material away from all stormwater inlet structures (structures with open grates). Seal all inlets (open grate structures) located within the repair area with a waterproof material prior to the placement of bituminous materials, seal coats, or related products. Remove covers when repair work is completed. Conduct surface repairs during dry weather only.
3. When repairing the concrete surfaces (entrance apron, walks, slabs, loading docks, etc.) do so during periods of dry weather only. Seal any open grate stormwater inlet structures (on or adjacent to the project) that could be impacted by the repair. Follow proper concrete waste material disposal methods, which include the installation of a concrete washout pit, a prefabricated washout unit, or using delivery vehicles with self-contained washout systems.

Trash Collection/Containment

1. The project dumpster is to be inspected on a regular basis. Dumpsters must be leak free. The project will be using a rolloff container/dumpster supplied by and maintained (dumped, replaced, etc.) by others. The dumpster will be located on concrete adjacent to the east side of the building.
2. Measures are to be put in place for maintenance of the areas adjacent to the dumpster (i.e.: materials that are dumped on the ground adjacent to the dumpster must be collected as they occur).
3. The areas adjoining the dumpster are to be trash free at all times.
4. Trash containers are to be protected from wind dispersal and animals at all times).
5. A monthly collection of trash and debris is to occur within the project boundaries. The collection must include removing trash and debris from all open grate inlet structures, on or adjacent to the project. All trash is to be collected removed from the surface of the parking lot, all vegetated areas, and adjacent to the building.

    - Trash and debris include items such as fast food containers, plastic bottles, plastic bags, smoking debris, bottles, cans, packaging materials, styrofoam, cardboard, plastic sheeting, and related materials.

6.3 Location of Structural Control Measures

1. **Refer to Pages 25-31 for the location of the structural stormwater pollution control measures for the project.**
2. **Refer to Section 2.0, Stormwater Conveyance System General Information, for additional information on the stormwater conveyance system at the project.**
3. **Refer to Section 6.1, Structural Pollution Control Measures, for additional information on the stormwater conveyance system at the project.**

7.0 Installation of Structural Control Measures

The post-construction pollution control measures will be installed during construction at the project. Upon completion of construction at the project, all identified structural control measures will be installed and operational.

The project will utilize an existing retention basin, which is covered by a PCSMP recorded as Instrument #2018-15385 in the Office of the Recorder of Elkhart County, Indiana. Maintenance guidelines for the basin are set out in the existing PCSMP.

Refer to **Pages 25-31** for the location of the structural stormwater pollution control measures for the project. The system contains sheet flow over hard surfaces and through vegetation. Components of the constructed stormwater conveyance system include stormwater inlet structures, storm manhole structures, storm manhole structures with sumps and turndown pipes, storm pipes, oil/water separators, loading dock trench drains, yard inlet structures, downspout connections, and storm cleanouts.

1. **Refer to Section 2.0, Stormwater Conveyance System General Information, for additional information on the stormwater conveyance system at the project.**
2. **Refer to Section 6.1, Structural Pollution Control Measures, for additional information on the stormwater conveyance system at the project.**

Detail sheets covering the project have been prepared. Detail sheets have been prepared for the stormwater inlets, manhole structures, manhole structures with sumps and turndown pipes, castings and grates including an environmental warning stamp, oil/water separators, loading dock trench drains, downspout connections, yard inlets, and storm cleanouts.

- **Refer to Pages 25-31 for the project detail sheets.**
- **Refer to Page 32 for drainage calculations.**
- **A detail sheet for the existing Ardmore Court Stormwater conveyance system is provided on Page 33.**
- **A Structure Data Table is provided on Page 34. The Table provides information on the storm structures and storm pipes.**
- **A detail for an inlet structure is provided on Page 35.**
- **A detail for a storm manhole structure is provided on Page 36.**
- **A detail for a storm manhole with sump area and turndown pipe is provided on page 37.**
- **A detail of the castings and grates for the storm structures is provided on Page 38.**
- **A detail of a typical Environmental Warning Stamp is provided on Page 38.**
- **A detail for the oil/water separator unit is provided on Page 39.**
- **A detail for a loading dock trench drain is provided on Page 40.**
- **A detail for a loading dock is provided on Page 41.**
- **A detail for a yard inlet structure is provided on Page 42.**
- **A detail for a storm cleanout structure is provided on Page 43.**
- **A detail for a downspout connection is provided on Page 44.**
- **A detail for a vegetated swale is provided on Page 45.**
- **A detail for the installation of erosion control blanket for future repairs and restabilization at disturbed vegetated areas at the project is provided on Page 46.**
- **Information on hydroseeding for future repairs and restabilization of disturbed areas is provided on Pages 47-50.**
- **Seeding guidelines for future repairs or restabilization of disturbed vegetated areas of the project are provided on Pages 51-53. All seeding requires secured mulch.**

8.0 Inspection and Maintenance Guidelines for Stormwater Pollution Control Measures

Information regarding required post-construction stormwater management facilities inspections and maintenance procedures follow.

8.1 Inspection

All stormwater management facilities must undergo, at the minimum, an annual inspection to document maintenance, repair needs, and insure compliance with the requirements of the Maintenance Agreement and Maintenance Covenant (**Pages 54-60**). Additionally a Best Management Inspection Report of the project must be completed by a qualified individual every 5 years. The report (inspection) must be filed with the Goshen City Department of Stormwater Management. Any repairs or maintenance identified by the report (inspection) must be made or completed within 60 days of the report.

Inspection documentation shall be made for those pollution control measures under designated control of the responsible party. For the Lot 7 - Waterford Commons New Building items requiring annual inspection (minimum) include the following:

- 30-inch stormwater inlet structures
- 48-inch stormwater manholes
- 48-inch stormwater manholes with sumps and turndown pipes
- Yard inlet structures
- Storm cleanout structures
- Storm sewer pipes
- Trench drains in loading docks
- 1000-gallon oil/water separator units in loading docks
- Vegetated Swales
    - Downspouts for the building will connect into the stormwater conveyance system.
        - **A Structure Data Table is provided on Page 34. All structures will have open grates with the exception of the storm cleanouts.**
    - **Refer to Pages 25-31 for the location of the stormwater conveyance system (structures and pipes), oil/water separator units, trench drains, yard inlets, storm cleanout structures, and related stormwater components) at the project.**
    - **A form for documenting the inspections is included as Pages 61-69.**

8.2 Maintenance Procedures

Following are general guidelines for maintaining the stormwater conveyance system at the project. Refer to Section 8.1 for additional information regarding the stormwater conveyance system (i.e.: stormwater conveyance system components, etc.). The retention basin being utilized by the project is covered by an existing PCSMP recorded as Instrument #2018-15385 in the Office of the Recorder.

Stormwater Structures, Storm Cleanout Structures, and Storm Sewer Pipes

1. Inspect stormwater structures (open grate structures, storm inlets, storm manholes, storm manholes with sumps and turndown pipes, yard inlet structures) and remove built-up trash and debris - **monthly (minimum) and after each storm event of 3 inches or greater**
2. Remove root intrusions from structures - **as needed**
3. Repair damaged or broken frames and grates on structures including storm cleanout structures - **when noted**
4. Visually inspect storm pipes within the structures (stormwater inlet structures and storm cleanouts) for signs of clogging, clean storm sewer pipes if problems are noted - **annually (minimum)**

    - **Refer to Pages 25-31 for the location of the storm inlet structures, storm manhole structures, storm manholes with sumps and turndown pipes, yard inlet structures, storm cleanout structures, and storm sewer pipes.**
    - **A Structure Data Table is provided on Page 34.**
    - **A detail for an inlet structure is provided on Page 35.**
    - **A detail for a storm manhole structure is provided on Page 36.**
    - **A detail for a storm manhole with sump and turndown pipe is provided on Page 37.**
    - **A detail for the frames, grates, and required environmental warning stamp for the inlet and manhole structures is provided on Page 38.**
    - **A detail for a storm cleanout structure is provided on Page 43.**

Manhole Structures with Sumps and Turndown Pipes

1. Inspect manhole structures with sumps and turndown pipes - **annually (minimum) and after each storm event of 3 inches or greater**
2. Remove root intrusions from structures - **as needed**
3. Repair or replace broken grates on structures - **as they occur**
4. Visually inspect storm pipes within the structures for signs of clogging - **annually (minimum)**
5. Inspect turndown pipes for damage and verify that the turndown pipes (90 degree elbows) are in place and stable - **annually (minimum)**
6. Remove collected hydrocarbons (oil, grease, etc.) and floatables **- annually (minimum) and immediately if a spill or illegal dumping impacts the structures, floatables and collected hydrocarbons can be removed via a vactor truck**
7. Sediment management - **sediment is to be removed from the sump areas when sediment deposits reach a level equal to one-third the original sump depth to the invert of the lowest pipe or opening out of the basin. The sump area may be cleaned by hand, vactor truck, or other suitable machinery. All cleanings are to be performed by qualified professionals. The turndown pipes are to be protected during each cleaning and if knocked off they are to be replaced and resecured to storm pipe as soon as the cleaning is complete.**

    - **Refer to Pages 29 for the locations of the manholes with sumps and turndown pipes.**
    - **A detail for a manhole with sump and turndown pipe is provided on Page 37.**
    - **A detail for the frames, grates, and required environmental warning stamp for the structures is provided on Page 38.**

Oil/Water Separator Units

1. Inspect for accumulated oil, grease, sediment, trash, and floating debris - **monthly for the first year of operation, establish future maintenance schedule based on first year results, inspections to be done by a qualified professional only**
2. Perform cleanouts on a regular basis using confined-space protocols - **as determined by first year of operation with annually being the minimum, dispose of collected oil, grease, petroleum products, and sediment deposits as hazardous wastes, to be done by a qualified professional only**

    a) Spill containment berms and absorbents are to be readily available at the project during each cleaning of the units.
    b) Personnel performing cleanings shall be trained on the proper methods of containing a spill (major or minor) occurring during the cleaning of the units.
    c) All spills, no matter how minor, are to be addressed as they occur (i.e.: place absorbents on spill and collect absorbents when spill has been absorbed).
    d) All used spill containment materials are to be disposed of according to the requirements of the City of Goshen, Elkhart County, and the State of Indiana.

3. Inspect unit for signs of failure, breakage, odors - **biannually (minimum), contact a professional if concerns are noted**

    Additional cleanings required if any of the following occur:

    a) 10-inches of sludge or more has accumulated in unit
    b) A layer of oil is visible
    c) Illegal dumping or a spill impacts the units

- **Refer to Pages 29 and 31 for the location of the oil/water separators. The units are located in or adjacent to the loading docks.**
- **A detail for the oil/water separator units is provided on Page 39.**

Vegetated Swales

1. Inspect vegetated swales for signs of wetness or damage - **annually and after each 3-inch or greater storm event**
2. Note signs of petroleum hydrocarbon contamination and handle properly (i.e.: oily sheen on collected runoff, gunky substance on vegetation) - **annually and after each 3-inch or greater storm event**
3. Check swales after storm events of 3-inches or greater to ensure that the swales dry within 36 hours - **after each storm event of 3-inches or greater**
4. Mow, do not cut vegetation shorter than 3 inches, length is desirable to allow vegetation to thrive during periods of drought and extreme temperatures - **frequently during growing season**
5. Remove clippings if excessive (deep enough to choke underlying vegetation) and a mulching or bagging mower was not used - **as needed**
6. Collet trash and debris prior to mowing - **frequently during growing season** Note: Refer to Trash Collection/Containment for minimum trash collection requirements (6.2 Non-Structural Pollution Control Measures)
7. Repair eroded areas - **as they occur**
8. Scrape bottoms of swales, remove sediment, restore original cross-sections and infiltration rates, immediately restabilize with permanent seeding and secured mulch or erosion control blankets (preferred method) to restore groundcover - **as needed (infrequent), to occur when swales fail to dry within 36 hours**

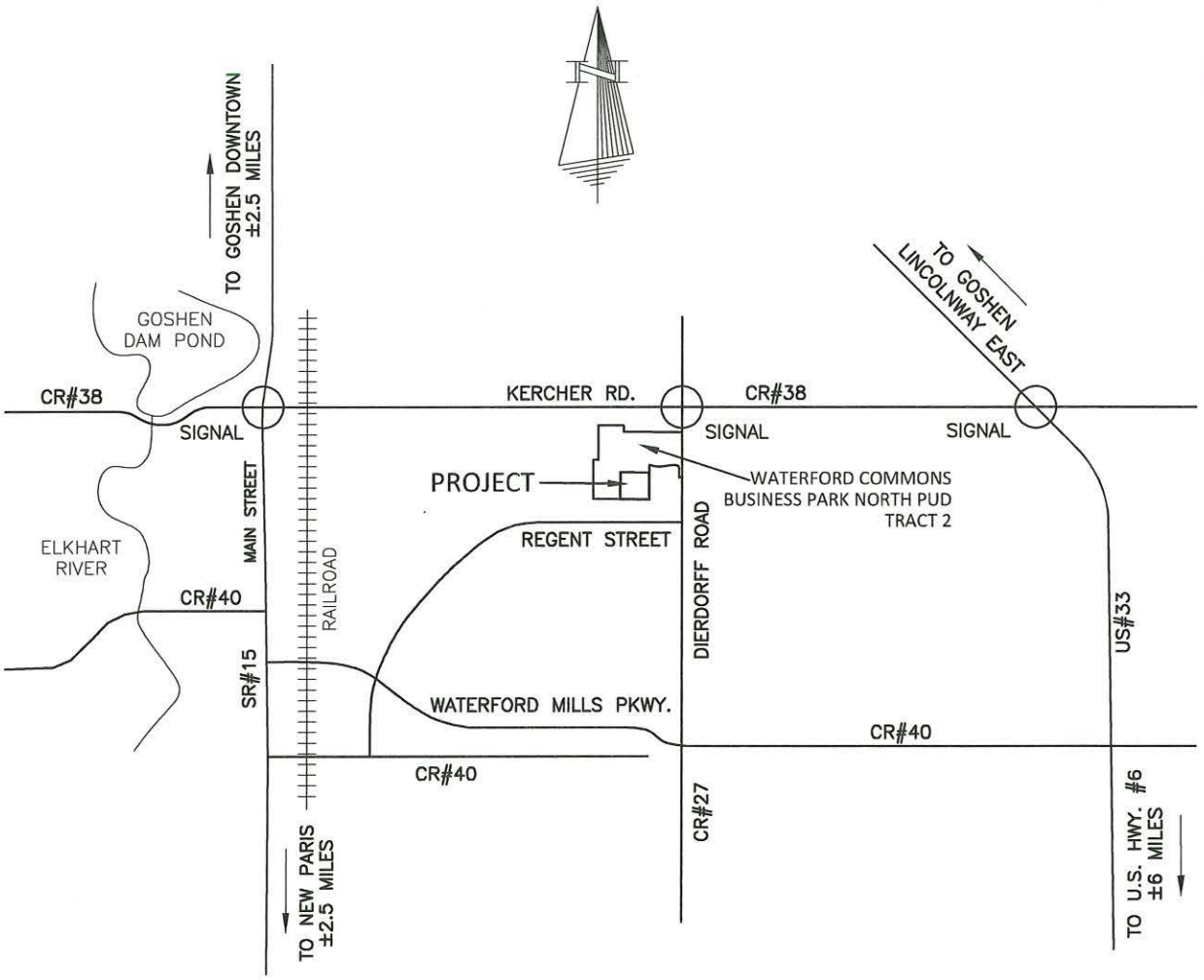
- **Refer to Pages 25-31 for the location of the swales. There swales located along the east, south, and west portions of the project.**
- **A typical cross-section for a swale is provided on Page 45.**

Trench Drain Maintenance

The following maintenance of the trench drains at the project is to occur prior to each cleaning of the oil/water separator units at the project - **minimum of annually**

1) Unbolt grates (if bolted) and remove grates, place grates adjacent to trench drain, do not stack grates, grates need to be returned to their original locations.
2) Remove collected sediment using a long-handled scrapper such as a hoe. Bag sediment for disposal. **Sediment to be disposed of following the requirements of the City of Goshen, Elkhart County, and the State of Indiana.**
4. Allow trench to dry and collect remaining sediment by sweeping or vacuuming. Bag sediment for disposal. **Sediment to be disposed of following the requirements of the City of Goshen, Elkhart County, and the State of Indiana.**
3) Return grates to original positions and rebolt (if bolted).

- **Refer to Pages 29 and 31 for the locations of the trench drains.**
- **A detail for a trench drain is provided on Page 40.**



PROJECT #19-0747

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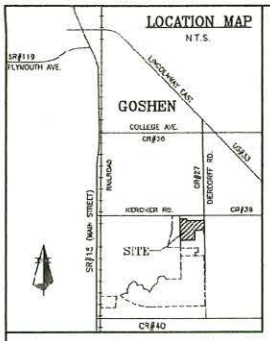
MANHOLE WITH SUMP

WATERFORD COMMONS BUSINESS PARK NORTH, PUD
TRACT 2

A PART OF THE NORTHWEST QUARTER OF SECTION 26 AND A PART OF THE NORTHEAST QUARTER OF SECTION 27, BOTH IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26 AND A PART OF THE NORTHEAST QUARTER OF SECTION 27, BOTH IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT A COUNTY MONUMENT MARKING THE NORTH-WEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 52 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 26, A DISTANCE OF 165.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO MAPLE CITY MACHINE AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007 31498, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID MAPLE CITY MACHINE PARCEL, (BEING PARALLEL WITH AND 165.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25), A DISTANCE OF 403.00 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO ELKHART TOWNSHIP OF ELKHART COUNTY, INDIANA, CHUCK CREEK, TRUSTEE AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2006 30154; THENCE SOUTH 00 DEGREES 25 MINUTES 42 SECONDS EAST ALONG THE WEST LINE OF SAID ELKHART TOWNSHIP PARCEL, A DISTANCE OF 99.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAD ELKHART TOWNSHIP PARCEL AND A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2002-07874, A DISTANCE OF 925.81 FEET TO THE SOUTHEAST CORNER OF SAID CITY OF GOSHEN PARCEL AND THE CENTERLINE OF COUNTY ROAD NUMBER 27; THENCE SOUTH 00 DEGREES 38 MINUTES 20 SECONDS EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NUMBER 27, A DISTANCE OF 710.14 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO LIVING WATER MENNONITE CHURCH AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2001-24722; THENCE SOUTH 89 DEGREES 30 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID LIVING WATER MENNONITE CHURCH PARCEL, A DISTANCE OF 40.00 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO LIVING WATER MENNONITE CHURCH AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2002-19462; THENCE NORTH 00 DEGREES 38 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID LIVING WATER MENNONITE CHURCH PARCEL, A DISTANCE OF 158.07 FEET TO THE POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LIVING WATER MENNONITE CHURCH PARCEL, BEING ON THE ARC OF SAID 35.00 FOOT RADIUS CURVE, A DISTANCE OF 54.92 FEET (CHORD BEARING NORTH 45 DEGREES 35 MINUTES 26 SECONDS WEST, CHORD DISTANCE 49.46 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF SAID LIVING WATER MENNONITE CHURCH PARCEL, A DISTANCE OF 95.06 FEET TO A REBAR MARKING THE POINT OF CURVATURE OF A 375.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LIVING WATER MENNONITE CHURCH PARCEL, BEING ON THE ARC OF SAID 375.00 FOOT RADIUS CURVE, A DISTANCE OF 113.35 FEET (CHORD BEARING SOUTH 80 DEGREES 47 MINUTES 55 SECONDS WEST, CHORD DISTANCE 112.91 FEET) TO A REBAR MARKING THE POINT OF REVERSE CURVATURE OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LIVING WATER MENNONITE CHURCH PARCEL, BEING ON THE ARC OF SAID 300.00 FOOT RADIUS CURVE, A DISTANCE OF 231.52 FEET (CHORD BEARING NORTH 85 DEGREES 45 MINUTES 08 SECONDS WEST, CHORD DISTANCE 225.81 FEET) TO A REBAR MARKING THE NORTHWEST CORNER OF SAID LIVING WATER MENNONITE CHURCH PARCEL; THENCE SOUTH 00 DEGREES 38 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF SAID LIVING WATER MENNONITE CHURCH PARCEL, A DISTANCE OF 544.45 FEET TO A REBAR MARKING THE SOUTH-WEST CORNER OF SAID LIVING WATER MENNONITE CHURCH PARCEL; THENCE SOUTH 89 DEGREES 30 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF THE PLAT OF VILLAS AT WATERFORD COMMONS P.U.D., SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 28, PAGE 58 AND THE EXTENSION THEREOF, A DISTANCE OF 896.99 FEET TO A REBAR; THENCE NORTH 00 DEGREES 52 MINUTES 41 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 350.00 FEET TO A REBAR; THENCE NORTH 89 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 80.00 FEET TO A REBAR ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 52 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTH-WEST QUARTER OF SAID SECTION 26, A DISTANCE OF 607.56 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINING 28.177 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD INCLUDING BUT NOT LIMITED TO A 130 FOOT AEP (INDIANA & MICHIGAN) ELECTRIC TRANSMISSION LINE EASEMENT RECORDED IN INSTRUMENT NUMBER 2002-02875 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA

STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES INCLUDING GENERAL TELEPHONE COMPANY, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, CONDUITS, CABLES, POLES AND WIRES, EITHER OVERHEAD OR UNDERGROUND WITH ALL NECESSARY BRACES, GUYS, ANCHORS, AND OTHER APPLIANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, AND TELEPHONE SERVICE, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

CITY OF GOSHEN, INDIANA
DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-15-13. THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES. NO OWNER OR ITS ASSIGN SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED, REMOVED OR IN ANY WAY IMPEDE THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN," AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGN'S REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLE TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA, ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.

DEED OF DEDICATION

WE, THE UNDERSIGNED OWNER(S) OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS WATERFORD COMMONS BUSINESS PARK NORTH, PUD TRACT 2.

ALL STREETS AND ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

FRONT BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINE OF THE STREETS, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "EASEMENT", RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES AND DRAINAGE FACILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

WATERFORD COMMONS BUSINESS PARK, LLC

GREGORY A. HOOGENBOOM,
MANAGING MEMBER

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA)
COUNTY OF ELKHART) SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME THE ABOVE OWNERS AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL ON THIS 30th DAY OF November, 2016.

Barry W. Pharis

BARRY W. PHARIS
NOTARY PUBLIC ELKHART COUNTY, INDIANA

JULY 20, 2022
MY COMMISSION EXPIRES

NOTARY PUBLIC SEAL INDIANA

PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION

ON THIS 30th DAY OF November, 2016.

Rhonda Yoder

RHONDA YODER
ZONING ADMINISTRATOR

AUDITOR

DULY ENTERED FOR TAXATION THIS 1st DAY OF December

2016. Pauline E Graff

PAULINE E. GRAFF ELKHART COUNTY AUDITOR.

RECORDER

RECEIVED FOR RECORD THIS 7th DAY OF December

2016 AT 8:22 AM AND RECORDED IN PLAT BOOK 36, PAGE 67

FEE: 25 Jennifer L. Doriot ELKHART COUNTY RECORDER

JENNIFER L. DORIOT

2016-25422

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS

31st DAY OF October, 2016

MAYOR JEREMY P. STUTSMAN — MICHAEL A. LANDIS — MITCHELL DAY

LAND SURVEYOR'S CERTIFICATE

I, GREGORY C. SHOCK, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED OR CERTIFIED BY ME ON THE 4TH DAY OF JUNE, 2016; THAT ALL MONUMENTS ARE OR WILL BE (WITHIN SIX MONTHS OF RECORDING PLAT) INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN.

THIS PLAT IS IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12, SECTION 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE. THE BOUNDARY LINES OF THIS PLAT CONFORM TO A SURVEY MADE UNDER MY SUPERVISION AND SAID SURVEY.

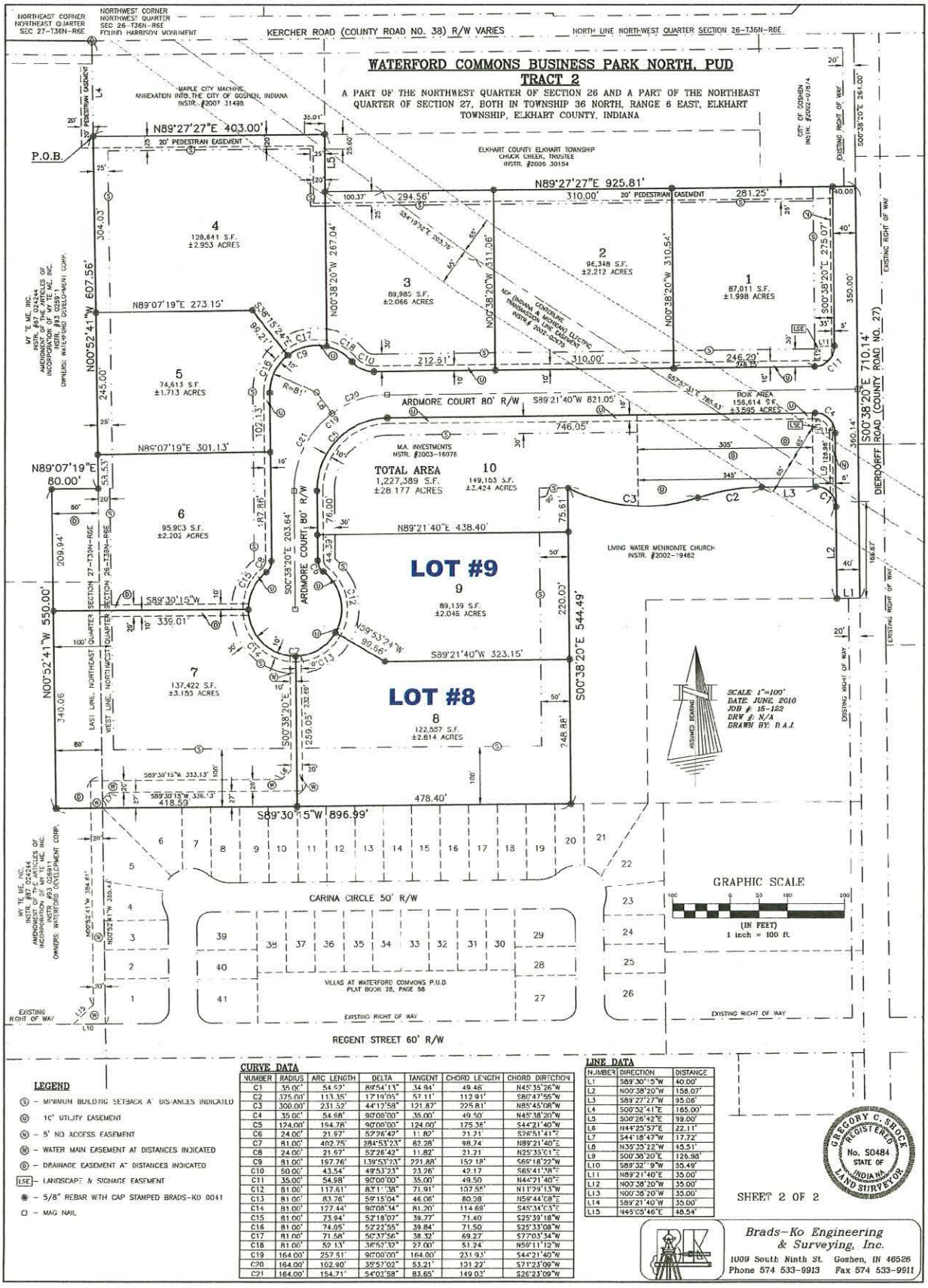
I, GREGORY C. SHOCK, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

GREGORY C. SHOCK REGISTERED No. S0484 STATE OF INDIANA LAND SURVEYOR

GREGORY C. SHOCK P.L.S. #S0484

SCALE: 1"=100'
DATE: SEPTEMBER, 2016
JOB #: 15-122
DRAWN BY: D.A.J.

Brads-Ko Engineering & Surveying, Inc.
1009 South Ninth St. Goshen, IN 46526
Phone 574 533-9913 Fax 574 533-9911



LEGEND

- Ⓢ – MINIMUM BUILDING SETBACK & DISTANCES INDICATED
- Ⓤ – 10' UTILITY EASEMENT
- Ⓝ – 5' NO ACCESS EASEMENT
- Ⓦ – WATER MAIN EASEMENT AT DISTANCES INDICATED
- Ⓓ – DRAINAGE EASEMENT AT DISTANCES INDICATED
- LSE – LANDSCAPE & SIGNAGE EASEMENT
- ◉ – 5/8" REBAR WITH CAP STAMPED BRADS-KO 0041
- □ – MAG NAIL

CURVE DATA

NUMBER	RADIUS	ARC LENGTH	DELTA	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	35.00'	54.62'	89°54'11"	34.94'	49.46	N45°35'26"W
C2	375.00'	113.35'	17°19'05"	57.11'	112.91'	S80°47'55"W
C3	300.00'	231.52'	44°12'58"	121.87'	225.81'	N85°45'08"W
C4	35.00'	54.98'	90°00'00"	35.00'	49.50'	N45°38'20"W
C5	124.00'	194.78'	90°00'00"	124.00'	175.36'	S44°21'40"W
C6	24.00'	21.97'	52°26'42"	11.80'	21.21'	S26°51'41"E
C7	81.00'	402.75'	284°53'23"	62.28'	98.74	N89°21'40"E
C8	24.00'	21.97'	52°26'42"	11.82'	21.21	N25°35'01"E
C9	81.00'	157.76'	139°53'23"	221.88'	152.18'	S66°18'29"W
C10	50.00'	43.54'	49°53'23"	23.26'	42.17	S65°41'38"E
C11	35.00'	54.98'	90°00'00"	35.00'	49.50	N44°21'40"E
C12	81.00'	117.61'	83°11'38"	71.91'	107.55'	N11°29'13"W
C13	81.00'	83.76'	59°15'04"	46.06'	80.08	N59°44'08"E
C14	81.00'	127.44'	90°08'14"	81.20'	114.69'	S45°34'03"E
C15	81.00'	73.94'	52°18'07"	39.77'	71.40	S25°39'18"W
C16	81.00'	74.05'	52°22'55"	39.84'	71.50	S25°33'08"W
C17	81.00'	21.58'	15°15'56"	38.32'	69.27	S77°03'34"W
C18	81.00'	52.13'	36°52'39"	27.00'	51.24	N56°11'12"W
C19	164.00'	257.51'	90°00'00"	164.00'	231.93'	S44°21'40"W
C20	164.00'	102.90'	35°57'02"	53.21'	101.22'	S71°23'09"W
C21	164.00'	154.71'	54°02'58"	83.65'	149.03'	S26°23'09"W

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	S89°30'15"W	40.00'
L2	N00°38'20"W	158.07'
L3	S89°27'27"W	95.06'
L4	S00°52'41"E	165.00'
L5	S00°26'42"E	99.00'
L6	N44°25'57"E	22.11'
L7	S44°18'47"W	17.72'
L8	N39°35'22"W	45.51'
L9	S00°38'20"E	126.98'
L10	S89°32'19"W	55.49'
L11	N89°21'40"E	35.00'
L12	N00°38'20"W	35.00'
L13	N00°38'20"W	35.00'
L14	S89°21'40"W	35.00'
L15	N45°05'46"E	48.54'

2018-15385

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
AS PRESENTED
07/30/2018 03:35 PM

Post-Construction Stormwater Management Plan (PCSMP)

Retention Basins at
Waterford Commons Business Park North PUD Tract 2

The development is located on Ardmore Court in the City of Goshen, Indiana.

This Post-Construction Stormwater Management Plan (PCSMP) is accepted by the Stormwater Utility Board of the City of Goshen, Indiana, on this 30th day of July, 20 18.

RETURN TO:
YAUB
24209-002

Mayor-Signed

Jeremy Stutsman
Mayor-Printed

Michael A Landis

Member-Signed

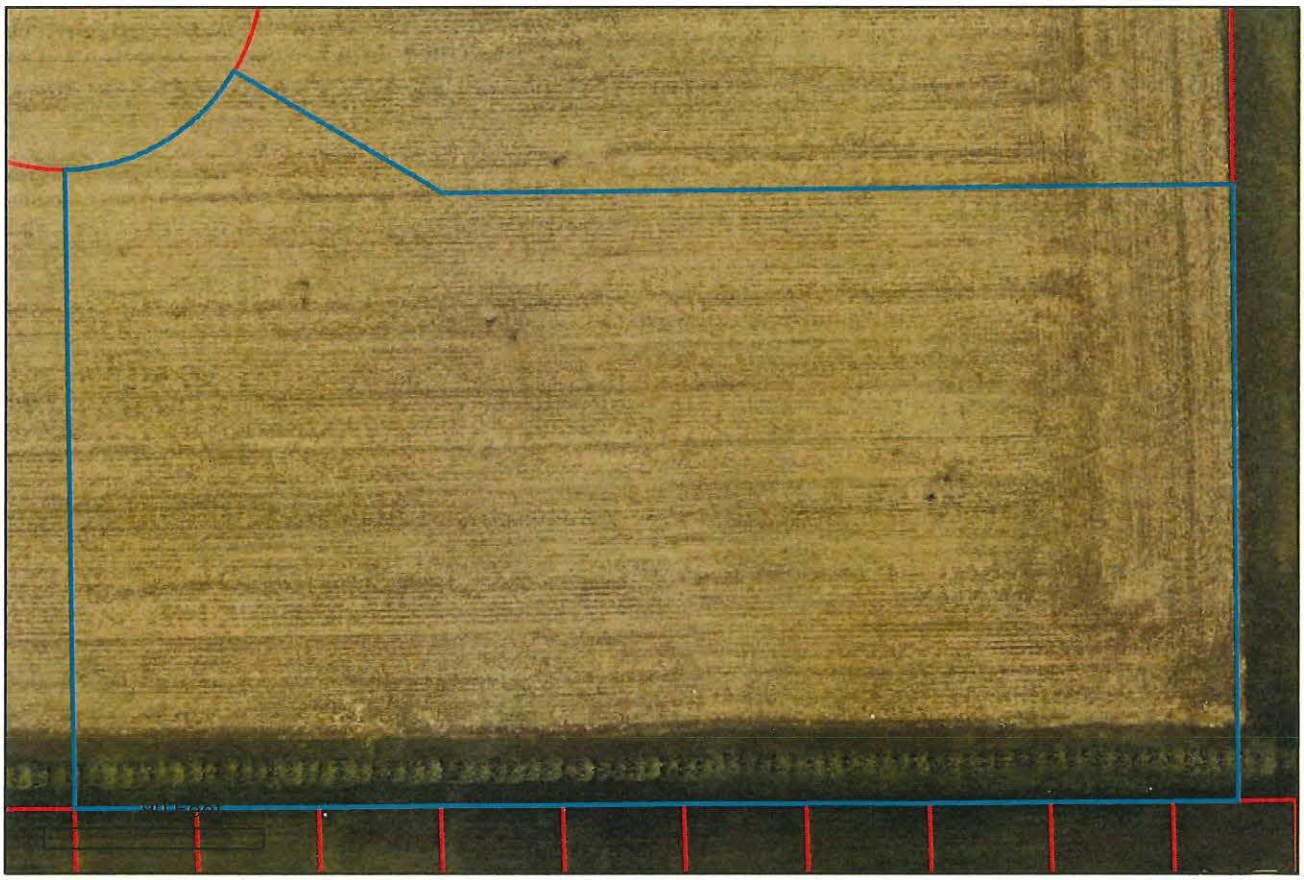
Michael Landis
Member-Printed

Member-Signed

Mitchell Day
Member-Printed

Elkhart County, IN

1720 ARDMORE COURT, Goshen, IN 46526
20-11-26-101-017.000-015



Parcel Information

Parcel Number:	20-11-26-101-017.000-015
Alt Parcel Number:	11-26-101-017-015
Property Address:	1720 ARDMORE COURT Goshen, IN 46526
Neighborhood:	1537008-Industrial-Acre-City Public Utilities-Aver
Property Class:	Vacant Land
Owner Name:	WATERFORD COMMONS BUSINESS PARK LLC
Owner Address:	1738 W LINCOLN AVE GOSHEN, IN 46526
Legal Description:	WATERFORD COMMONS BUSINESS PARK NORTH PUD TRACT 2 LOT; 8; (TIF 138)

Taxing District

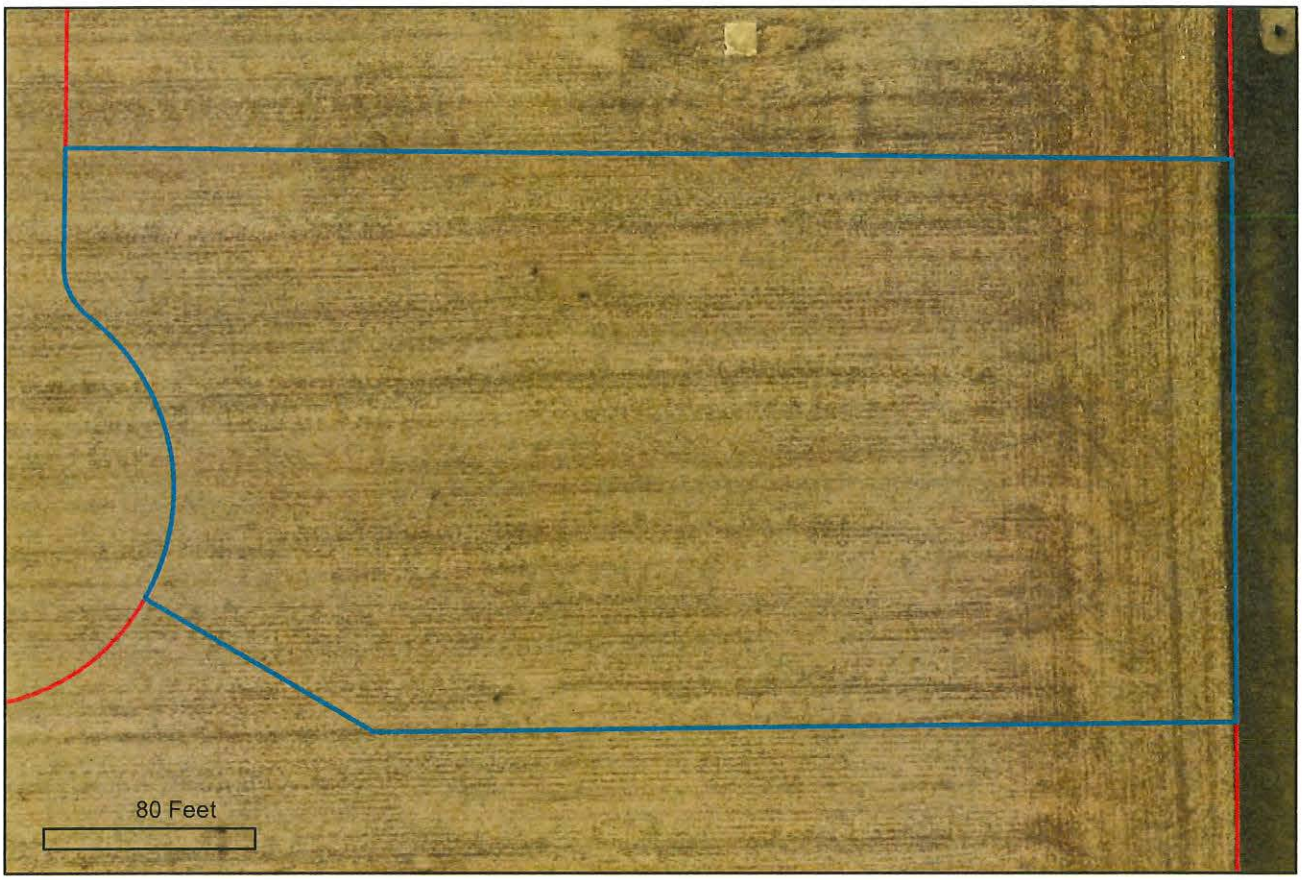
Township:	ELKHART TOWNSHIP
Corporation:	Goshen Community Schools

Land Description

Land Type	Acreage	Dimensions
Undeveloped Usable Com & In	2.1814	

Elkhart County, IN

1740 ARDMORE COURT, Goshen, IN 46526
20-11-26-101-018.000-015



Parcel Information

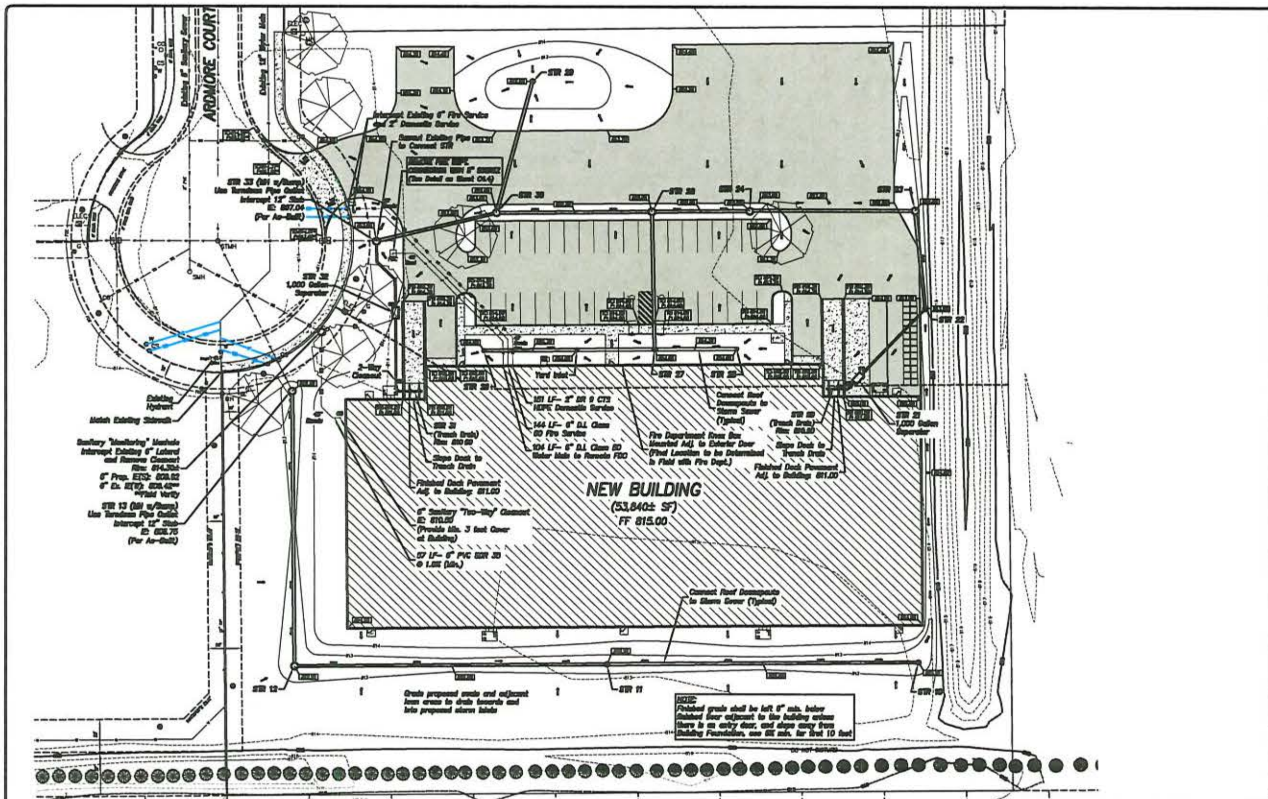
Parcel Number:	20-11-26-101-018.000-015
Alt Parcel Number:	11-26-101-018-015
Property Address:	1740 ARDMORE COURT Goshen, IN 46526
Neighborhood:	1537008-Industrial-Acre-City Public Utilities-Aver
Property Class:	Vacant Land
Owner Name:	WATERFORD COMMONS BUSINESS PARK LLC
Owner Address:	1738 W LINCOLN AVE GOSHEN, IN 46526
Legal Description:	WATERFORD COMMONS BUSINESS PARK NORTH PUD TRACT 2 LOT; 9; (TIF 138)

Taxing District

Township:	ELKHART TOWNSHIP
Corporation:	Goshen Community Schools

Land Description

Land Type	Acreage	Dimensions
Undeveloped Usable Com & In	2.1046	



STRUCTURE DATA TABLE

STORM SEWER SIZED FOR A 10 YEAR, 1 HOUR STORM EVENT (PER CITY OF GOSHEN STANDARD)

Structure Number	Structure Downstream	Structure Area (Ac.)	Structure C	Total Area (Ac.)	Cumulative C	Cumulative CA	Intensity (in/hr)	Q Req'd (cfs)	Length (feet)	Pipe Dia. (inches)	Slope (ft/100 ft)	Q Prov'd (cfs)	Velocity (ft/sec)	Upper I.E.	Lower I.E.	Rim Up	Cover Up	Cover Down	Structure Type
10	11	0.59	0.95	0.59	0.62	0.56	1.33	0.7	156	12	0.40	2.4	3.1	809.09	808.51	812.10	1.93	2.58	Std. 30" Dia. Inlet
11	12	0.64	0.95	1.23	0.62	1.17	1.33	1.6	156	12	0.40	2.4	3.1	808.31	807.57	812.10	2.58	3.32	Std. 30" Dia. Inlet
12	13	0.63	0.95	1.86	0.62	1.77	1.33	2.4	164	12	0.50	2.7	3.5	807.57	806.75	812.10	3.32	4.24	Std. 30" Dia. Inlet
13	Existing	0.00	0.95	1.86	0.62	1.77	1.33	2.4		12	0.40	2.4	3.1	806.75		812.20	4.24		Std. 48" Dia. Manhole w/ Sump
20	21	0.02	0.95	0.02	0.95	0.02	1.33	0.0	10	8	0.65	1.1	3.0	809.29	809.22	810.90	0.85	4.87	Dock Trench Drain
21	22	0.00		0.02	0.95	0.02	1.33	0.0	95	8	0.65	1.1	3.0	808.97	808.62	814.85	5.12	4.13	1,000 Gallon Separator
22	23	0.12	0.67	0.14	0.71	0.10	1.33	0.1	56	12	0.40	2.4	3.1	808.62	808.39	813.50	3.67	2.40	Std. 30" Dia. Inlet
23	24	0.33	0.95	0.47	0.88	0.41	1.33	0.5	96	12	0.40	2.4	3.1	808.39	808.01	812.00	2.40	2.76	Std. 48" Dia. Manhole
24	26	0.26	0.95	0.73	0.90	0.66	1.33	0.9	55	12	0.40	2.4	3.1	809.01	807.75	812.00	2.76	3.00	Std. 48" Dia. Manhole
25	27	0.34	0.95	0.34	0.95	0.32	1.33	0.4	48	10	1.00	2.4	4.4	809.62	809.14	814.00	3.43	3.91	Yard Inlet
26	27	0.34	0.95	0.34	0.95	0.32	1.33	0.4	103	10	1.00	2.4	4.4	810.17	809.14	814.00	2.89	3.91	Yard Inlet
27	28	0.00		0.68	0.95	0.65	1.33	0.9	61	12	1.50	4.7	6.0	809.01	807.79	814.00	3.79	3.00	Std. 30" Dia. Inlet
28	30	0.33	0.95	1.74	0.93	1.62	1.33	2.2	90	12	0.40	2.4	3.1	807.79	807.43	812.00	3.00	3.36	Std. 48" Dia. Manhole
29	30	0.18	0.30	0.18	0.30	0.05	1.33	0.1	80	12	1.50	4.7	6.0	808.63	807.43	812.50	2.66	3.30	Std. 30" Dia. Inlet
30	33	0.40	0.95	2.32	0.89	2.05	1.33	2.7	71	12	0.55	2.9	3.7	807.43	807.04	812.00	3.26	4.75	Std. 48" Dia. Manhole
31	32	0.02	0.95	0.02	0.95	0.02	1.33	0.0	50	6	1.40	0.7	3.7	808.99	808.29	810.90	1.22	5.12	Dock Trench Drain
32	33	0.00		0.02	0.95	0.02	1.33	0.0	43	6	1.40	0.7	3.7	808.04	807.44	814.00	5.37	4.97	1,000 Gallon Separator
33	Existing	0.04	0.30	2.38	0.88	2.06	1.33	2.8		12	0.40	2.4	3.1	807.04		812.00	4.75		Std. 48" Dia. Manhole w/ Sump

GENERAL NOTES

1. Construction, Materials, and Testing shall be in accordance with the latest Standard Construction Specifications of the City of Goshen.
2. Contractor shall inquire all utility companies prior to construction for locations of underground utilities. Any damages done to any public and/or private properties during construction shall be repaired at the Contractor's expense.
3. Unsuitable materials that could affect the integrity of the pipes and/or pavement shall be properly treated.
4. Any removed and/or pavement, sidewalk, curb, etc., shall be replaced using the same type of material and brought back to its original grade and alignment.
5. No closing of streets shall be permitted without prior approval from the City.
6. Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices in accordance with the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways.
7. Contractor shall obtain all necessary project permits from all respective governmental agencies with the exception of the Soil Erosion Permit. The Developer will obtain this permit.
8. All backfill for pipe trenches and site grading shall be performed in 6-inch lifts maximum and compacted to 95% Modified Proctor to proposed subgrade. Pipe bedding shall be in accordance with ASTM D-2321 for flexible and rigid pipe. Compaction testing shall be done by a qualified soil testing firm approved by the General Contractor.
9. Contractor shall verify the water table and include in the bid the cost for dewatering. The water table shall be lowered to 12 inches below the pipe invert prior to installation. The Developer has performed soil borings and can provide a copy upon request.
10. Water and sewer pipes shall have a minimum horizontal separation of 10 feet from edge of pipe to edge of pipe. Whenever water pipes must cross above or below sewer pipes, a minimum vertical separation of 18 inches is required between the outside of the water pipe and the outside of the sewer pipe. If this cannot be met, the sewer pipe shall be constructed of water grade pipe meeting AWWA Standards for a distance of 10 feet each side of the water pipe. At crossings, one full length of water pipe shall be installed so that the joints will be as far from the sewer pipe as possible.
11. Discrepancies or conflicts in the plans and/or site conditions shall be communicated to the General Contractor / Engineer to ensure that clarifications and/or revisions can be made prior to construction.

DRAINAGE NOTES

1. Storm sewer pipe material shall be PVC SDR 35 for cover greater than 2 feet below paved surfaces. If cover is less than 2 feet, pipe material shall be RCP Class 3. Pipe shall be bedded per pipe manufacturer, and backfilled with suitable clean granular material in accordance with the plans.
2. Pipe lengths are measured to the outside of structure.
3. Roof downspouts shall be connected to the storm sewer.
4. Storm sewer structures shall utilize the Neenah Casting R-2502 or equivalent. The casting shall be embossed with "Dump No Waste". "Drains to Waterways" and have the "fish" image.

GRADING NOTES

1. Contractor shall follow the latest Indiana "Rule 5" Soil Erosion Practices. See Sheets C5.0–C5.4.
2. All topsoil shall be removed and stockpiled onsite at a location approved by the Owner. A minimum of four (4) inches of topsoil shall be placed on all disturbed areas outside the building and parking areas.
3. All exposed subgrade shall be proof-rolled and witnessed by a Geotechnical Engineer or qualified representative to determine unsuitable soil locations prior to any paving operations. Any unsuitable soil shall be excavated, backfilled, and compacted with suitable material in accordance with the plans and capable of supporting the anticipated loadings of the project.
4. Positive drainage shall be maintained to prevent any ponding of water or encroachment onto adjacent properties.
5. Finish grade at all building doorways equals the building finish floor elevation unless otherwise noted.
6. Proposed contours show grading intent only. Contractor shall use proposed spot grade elevations and check all grade slopes to ensure positive drainage to stormwater system is achieved. Contact Engineer if additional grades are needed or if any discrepancies or conflicts which become apparent before or during construction are found so that clarification or redesign may occur.

LEGEND

100.00	Proposed Spot Grade / Rim Elevation
100.00*	Existing Spot Grade
TC	Top of Curb/Concrete Sidewalk Elevation
TW	Top of Retaining Wall Elevation
P	Pavement Elevation
FF	Finished Floor Elevation
2.0%	Drainage Direction / Slope
•	Existing Elevation

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

NO.	REVISION DESCRIPTION	BY	DATE
1	REVISED PER CITY [illegible]	BEM	[illegible]

ABONMARCHE

PROJECT
ELLIOTT ANNE, LLC
for ASCOT/SWC - PROPOSED BUILDING
LOTS 8 and 9
WATERFORD COMMONS BUSINESS PARK NORTH, PUD TRACT 2
1740 ARDMORE COURT, GOSHEN, IN 46526

SHEET
DRAINAGE, GRADING, AND UTILITY PLAN

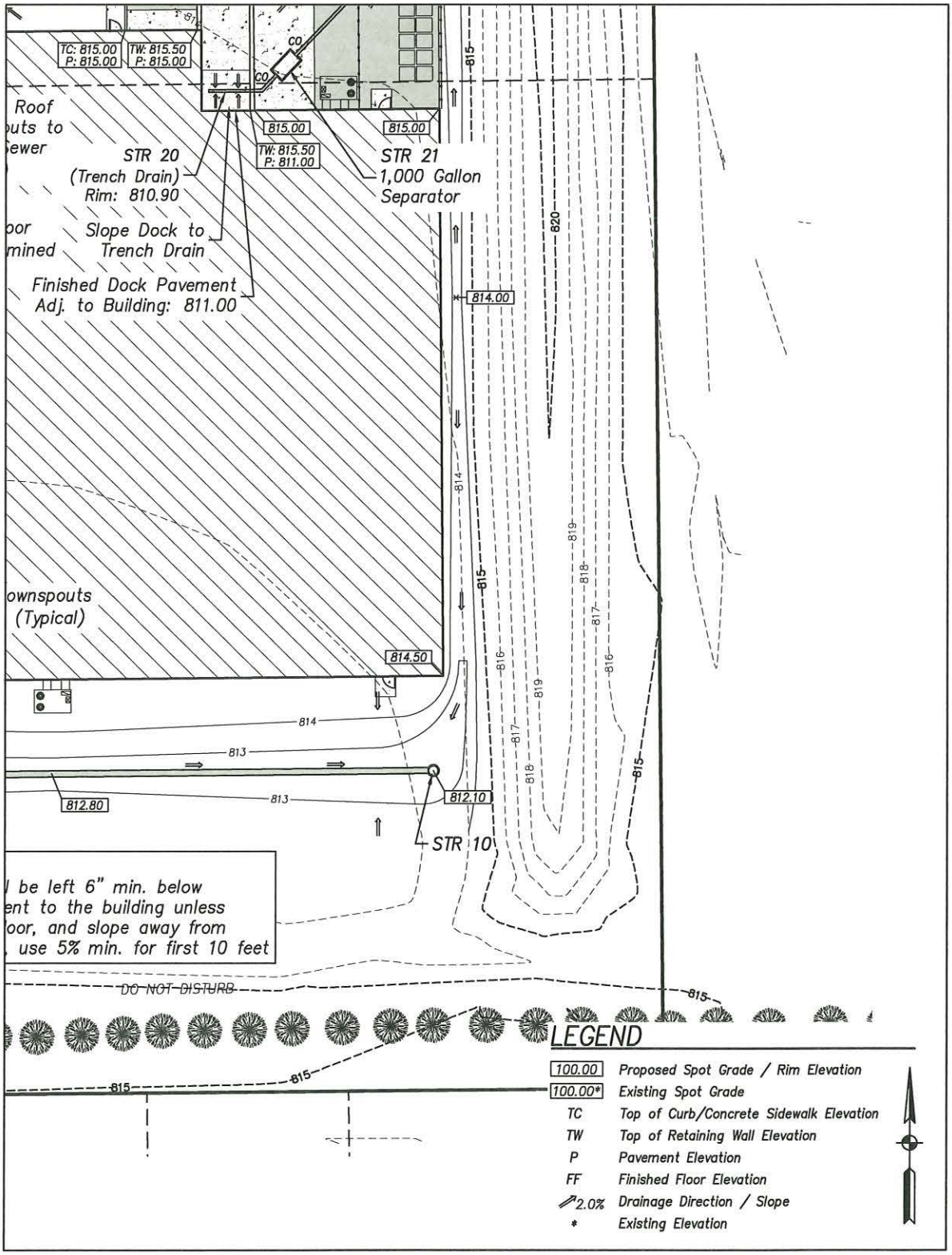
DRAWN BY: BEM
DESIGNED BY: BEM
PM REVIEW: BEM
QA/QC REVIEW: RLG
DATE: 06-04-19

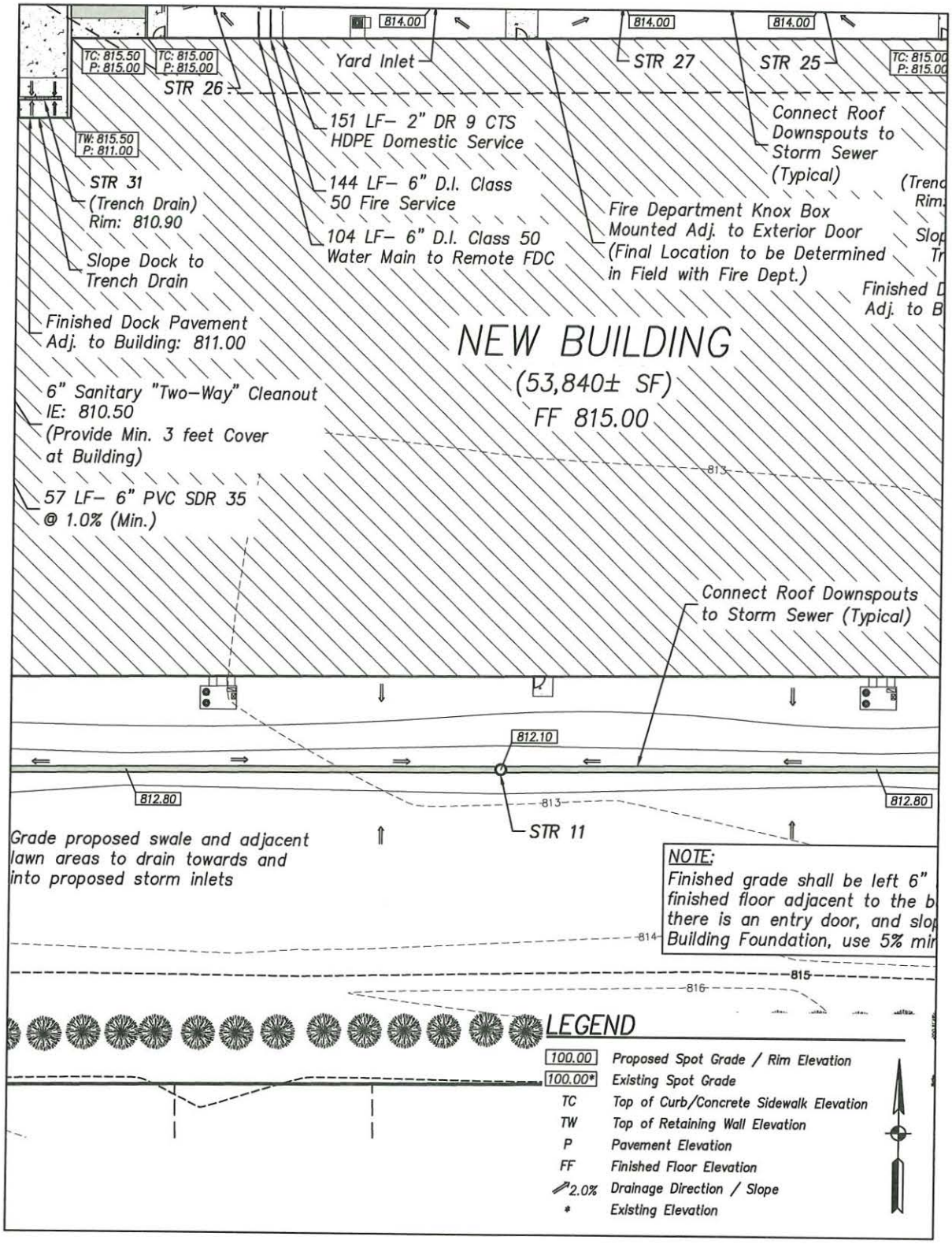
SEAL: BRADLEY E. MOSNESS, REGISTERED PE10707531, STATE OF INDIANA, PROFESSIONAL ENGINEER

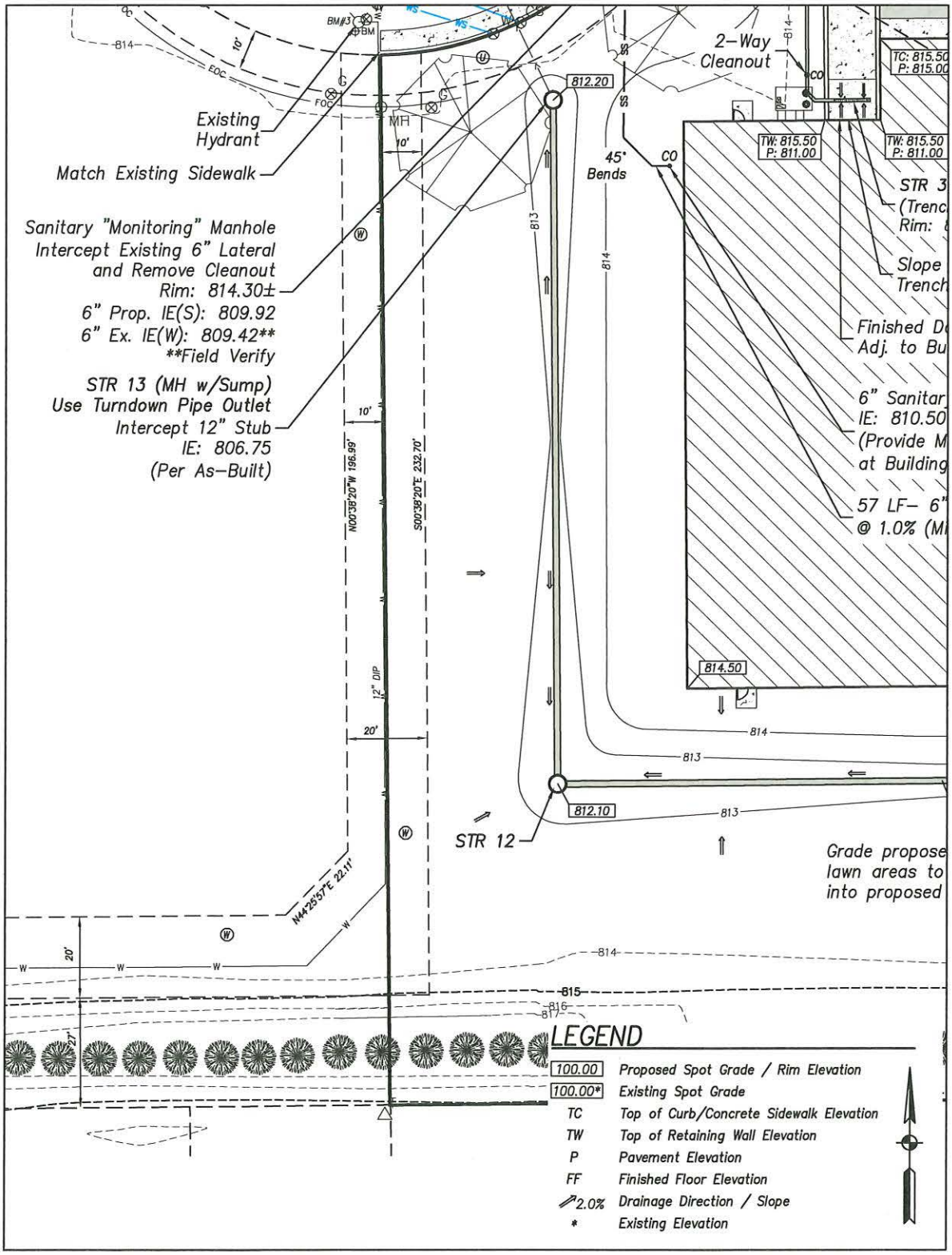
SIGNATURE
DATE: 07-10-19

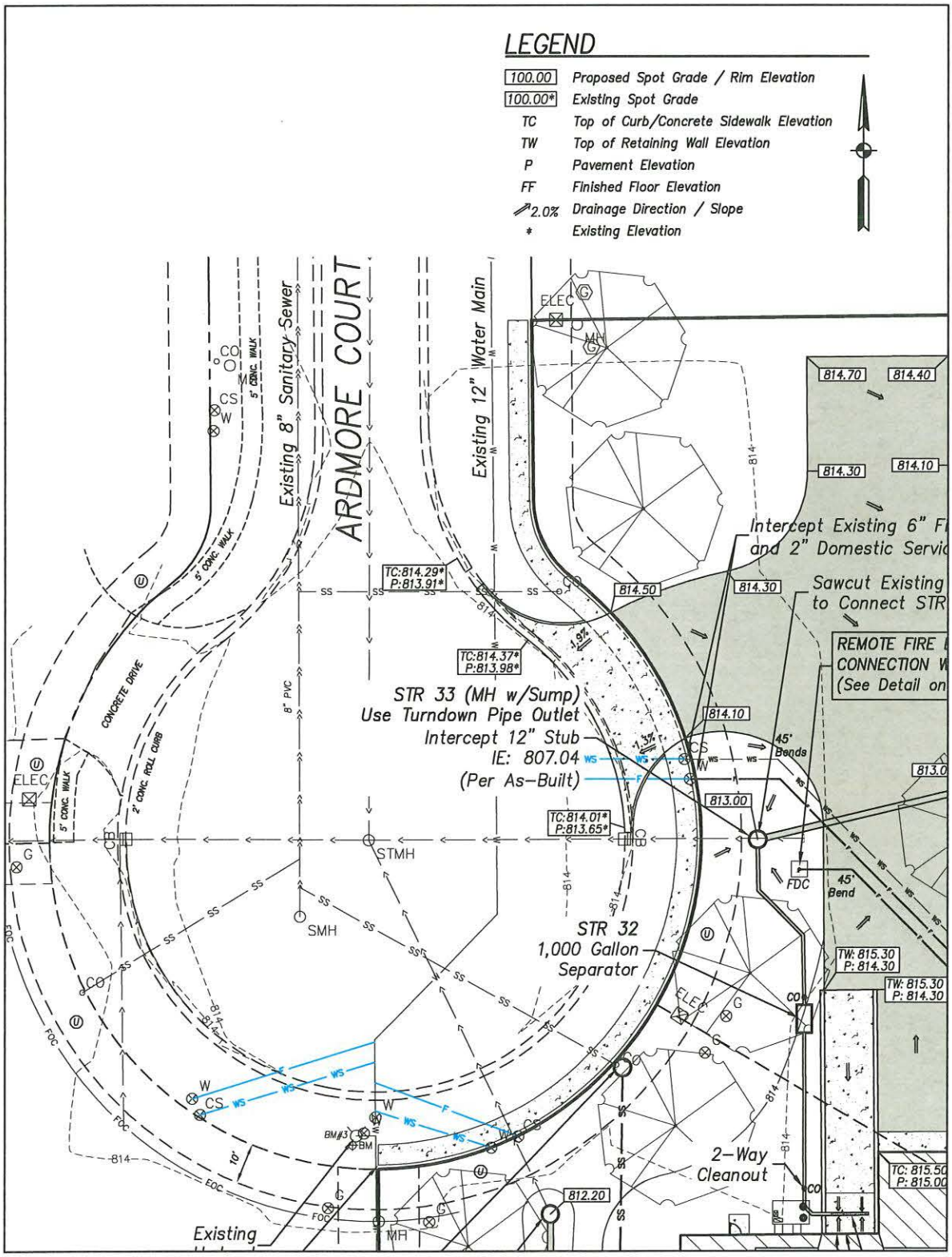
HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZE.

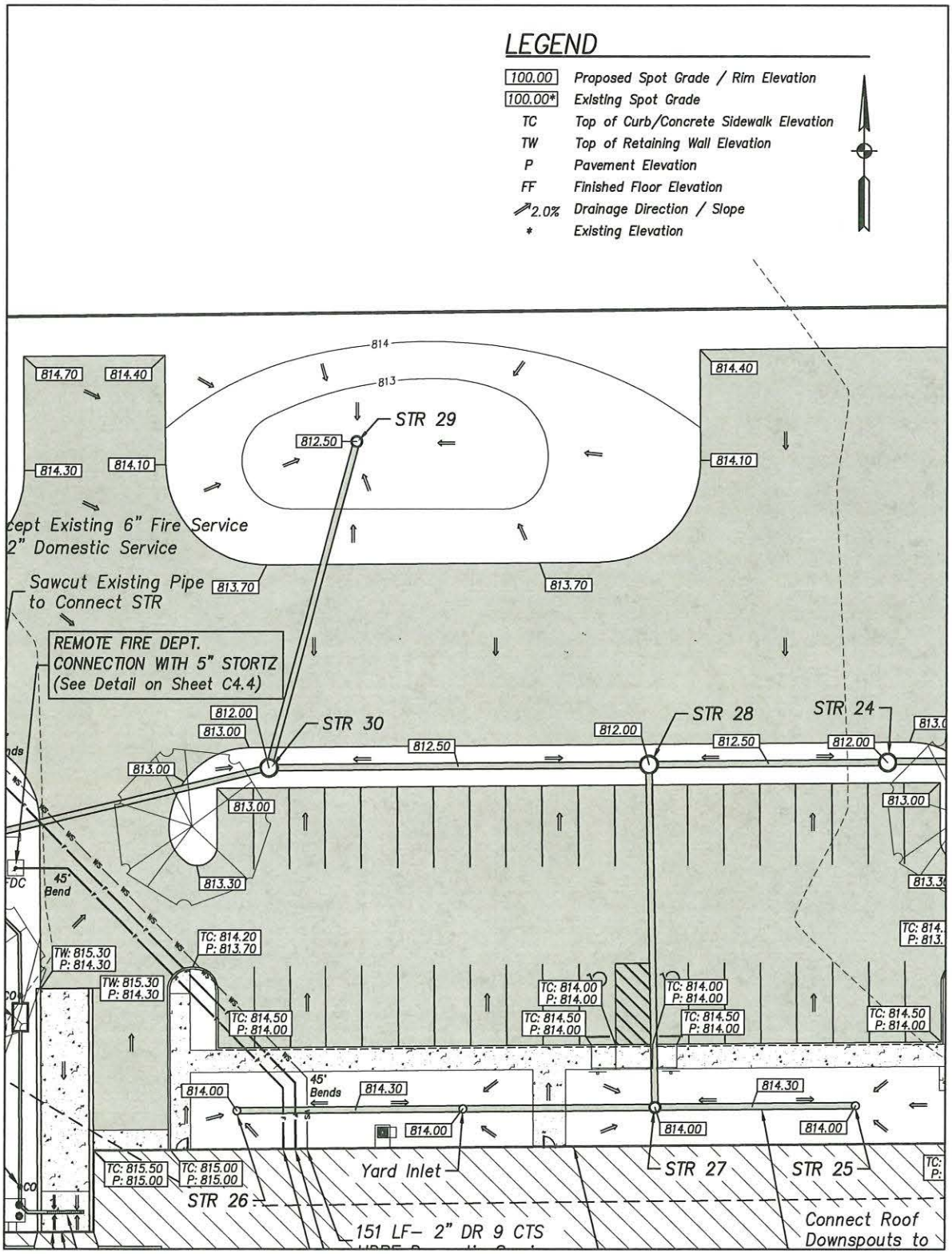
SCALE: HORIZ: 1" = 30' VERT:
ACBID #: 19-0747
SHEET NO.: C3.0

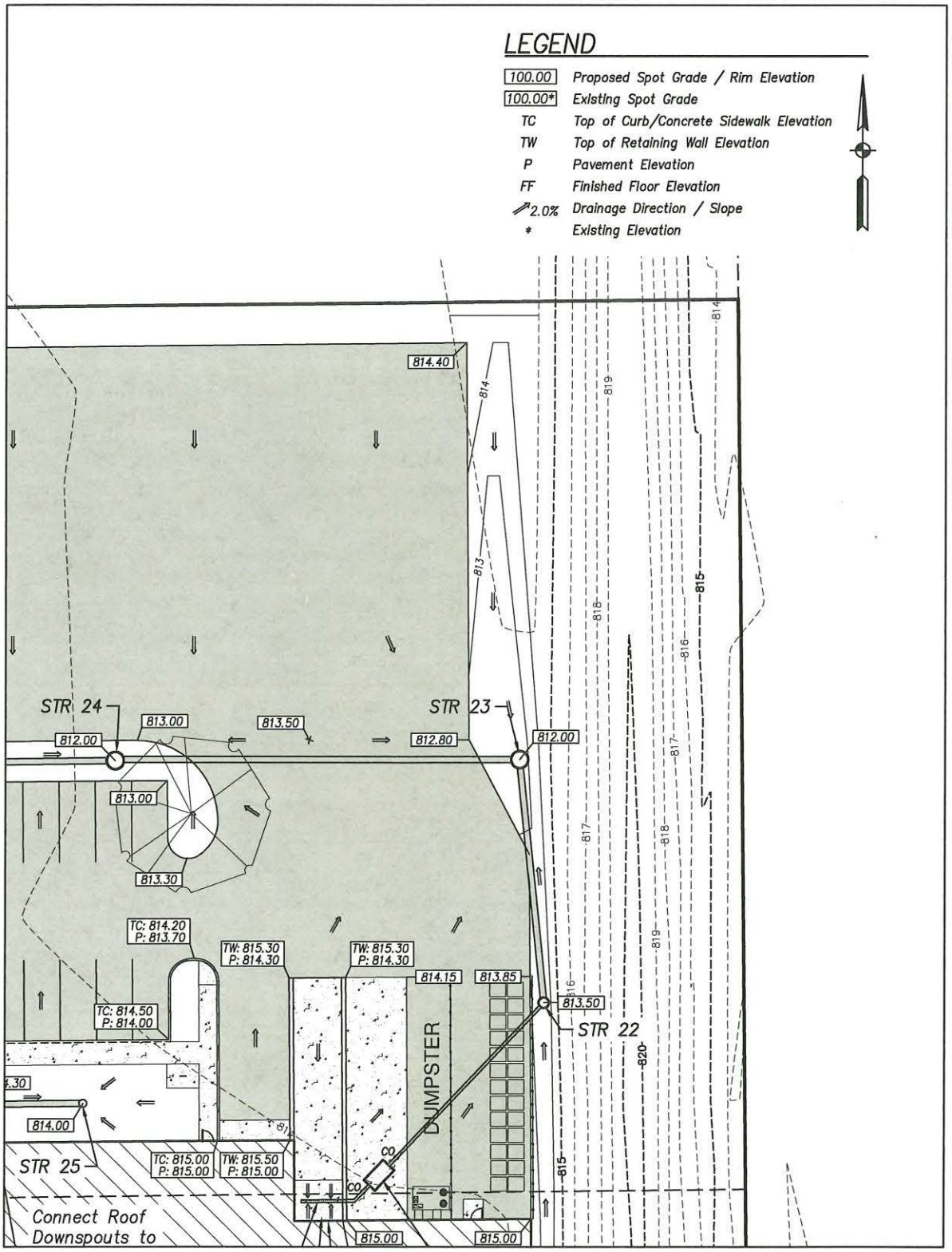

TC: 815.00
P: 815.00
TW: 815.50
P: 815.00
CO
CO
Roof
uts to
ewer
STR 20
(Trench Drain)
Rim: 810.90
815.00
TW: 815.50
P: 811.00
815.00
STR 21
1,000 Gallon
Separator
oor
mined
Slope Dock to
Trench Drain
Finished Dock Pavement
Adj. to Building: 811.00
814.00
820
815
814
819
818
817
816
ownspouts
(Typical)
814.50
814
813
812.80
813
812.10
STR 10
be left 6" min. below
ent to the building unless
loor, and slope away from
use 5% min. for first 10 feet
DO NOT DISTURB
815
815
815
LEGEND
100.00 Proposed Spot Grade / Rim Elevation
100.00* Existing Spot Grade
TC Top of Curb/Concrete Sidewalk Elevation
TW Top of Retaining Wall Elevation
P Pavement Elevation
FF Finished Floor Elevation
2.0% Drainage Direction / Slope
* Existing Elevation


814.00
814.00
814.00
TC: 815.50
P: 815.00
TC: 815.00
P: 815.00
Yard Inlet
STR 27
STR 25
TC: 815.00
P: 815.00
STR 26
151 LF– 2" DR 9 CTS
HDPE Domestic Service
Connect Roof
Downspouts to
Storm Sewer
(Typical)
TW: 815.50
P: 811.00
STR 31
(Trench Drain)
Rim: 810.90
144 LF– 6" D.I. Class
50 Fire Service
Fire Department Knox Box
Mounted Adj. to Exterior Door
(Final Location to be Determined
in Field with Fire Dept.)
104 LF– 6" D.I. Class 50
Water Main to Remote FDC
Slope Dock to
Trench Drain
Finished Dock Pavement
Adj. to Building: 811.00
NEW BUILDING
(53,840± SF)
FF 815.00
6" Sanitary "Two–Way" Cleanout
IE: 810.50
(Provide Min. 3 feet Cover
at Building)
813
57 LF– 6" PVC SDR 35
@ 1.0% (Min.)
Connect Roof Downspouts
to Storm Sewer (Typical)
812.10
812.80
812.80
813
STR 11
Grade proposed swale and adjacent
lawn areas to drain towards and
into proposed storm inlets
NOTE:
Finished grade shall be left 6"
finished floor adjacent to the b
there is an entry door, and slo
Building Foundation, use 5% mi
814
815
816
LEGEND
100.00 Proposed Spot Grade / Rim Elevation
100.00* Existing Spot Grade
TC Top of Curb/Concrete Sidewalk Elevation
TW Top of Retaining Wall Elevation
P Pavement Elevation
FF Finished Floor Elevation
2.0% Drainage Direction / Slope
* Existing Elevation


Existing Hydrant
Match Existing Sidewalk
Sanitary "Monitoring" Manhole
Intercept Existing 6" Lateral
and Remove Cleanout
Rim: 814.30±
6" Prop. IE(S): 809.92
6" Ex. IE(W): 809.42**
**Field Verify
STR 13 (MH w/Sump)
Use Turndown Pipe Outlet
Intercept 12" Stub
IE: 806.75
(Per As-Built)
2-Way Cleanout
45° Bends
812.20
812.10
814.50
STR 12
TW: 815.50
P: 811.00
TC: 815.50
P: 815.00
Slope
Finished D
Adj. to Bu
6" Sanitar
IE: 810.50
(Provide M
at Building
57 LF- 6"
@ 1.0% (M
Grade propose
lawn areas to
into proposed
N00°38'20"W 196.99'
S00°38'20"E 232.70'
N44°25'57"E 22.11'
12" DIP
LEGEND
100.00 Proposed Spot Grade / Rim Elevation
100.00* Existing Spot Grade
TC Top of Curb/Concrete Sidewalk Elevation
TW Top of Retaining Wall Elevation
P Pavement Elevation
FF Finished Floor Elevation
2.0% Drainage Direction / Slope
* Existing Elevation


LEGEND
100.00 Proposed Spot Grade / Rim Elevation
100.00* Existing Spot Grade
TC Top of Curb/Concrete Sidewalk Elevation
TW Top of Retaining Wall Elevation
P Pavement Elevation
FF Finished Floor Elevation
2.0% Drainage Direction / Slope
* Existing Elevation
ARDMORE COURT
Existing 8" Sanitary Sewer
Existing 12" Water Main
5' CONC. WALK
CONCRETE DRIVE
2' CONC. ROLL CURB
8" PVC
TC:814.29* P:813.91*
TC:814.37* P:813.98*
TC:814.01* P:813.65*
STR 33 (MH w/Sump)
Use Turndown Pipe Outlet
Intercept 12" Stub
IE: 807.04
(Per As-Built)
STR 32
1,000 Gallon
Separator
STMH
SMH
MH
ELEC
CS
CO
FDC
45° Bends
45° Bend
814.70
814.40
814.30
814.10
814.50
814.30
814.10
813.00
812.20
TW: 815.30
P: 814.30
TW: 815.30
P: 814.30
2-Way
Cleanout
Intercept Existing 6" F
and 2" Domestic Servic
Sawcut Existing
to Connect STR
REMOTE FIRE
CONNECTION W
(See Detail on
Existing


LEGEND
100.00 Proposed Spot Grade / Rim Elevation
100.00* Existing Spot Grade
TC Top of Curb/Concrete Sidewalk Elevation
TW Top of Retaining Wall Elevation
P Pavement Elevation
FF Finished Floor Elevation
2.0% Drainage Direction / Slope
* Existing Elevation
814
813
814.70
814.40
814.30
814.10
812.50
STR 29
814.40
814.10
cept Existing 6" Fire Service
2" Domestic Service
Sawcut Existing Pipe to Connect STR
813.70
813.70
REMOTE FIRE DEPT. CONNECTION WITH 5" STORTZ (See Detail on Sheet C4.4)
812.00
813.00
STR 30
812.50
812.00
STR 28
812.50
812.00
STR 24
813.00
813.00
813.00
813.30
45° Bend
TC: 814.20
P: 813.70
TW: 815.30
P: 814.30
TW: 815.30
P: 814.30
TC: 814.50
P: 814.00
TC: 814.00
P: 814.00
TC: 814.50
P: 814.00
TC: 814.00
P: 814.00
TC: 814.50
P: 814.00
45° Bends
814.00
814.30
814.00
814.30
814.00
814.00
TC: 815.50
P: 815.00
TC: 815.00
P: 815.00
Yard Inlet
STR 27
STR 25
STR 26
151 LF- 2" DR 9 CTS
Connect Roof Downspouts to


LEGEND
100.00 Proposed Spot Grade / Rim Elevation
100.00* Existing Spot Grade
TC Top of Curb/Concrete Sidewalk Elevation
TW Top of Retaining Wall Elevation
P Pavement Elevation
FF Finished Floor Elevation
2.0% Drainage Direction / Slope
* Existing Elevation
814.40
STR 24
813.00
813.50
812.00
812.80
STR 23
812.00
813.00
813.30
TC: 814.20
P: 813.70
TW: 815.30
P: 814.30
TW: 815.30
P: 814.30
814.15
813.85
TC: 814.50
P: 814.00
813.50
STR 22
DUMPSTER
814.00
STR 25
TC: 815.00
P: 815.00
TW: 815.50
P: 815.00
Connect Roof
Downspouts to
815.00
815.00
814
819
813
815
818
816
817
820

DRAINAGE CALCULATIONS

The overall Waterford Commons Business Park North, PUD Tract 2, was designed for the developed lots to utilize the common Retention Basins #1 and #2, which were designed in accordance with the City of Goshen Stormwater Drainage Policy and Technical Review Requirements for a 3–inch rainfall, which closely represents a 100 year, 1 hour storm event.

Lots 8 & 9 shall discharge directly into the common existing Retention Basin #2 located adjacent to the property.

CATCHMENT AREAS

RETENTION BASIN #1 = 15.1± Acres

RETENTION BASIN #2 = 12.8± Acres

PROJECT SITE – LOTS 8 & 9

CATCHMENT AREA = 4.4± Acres (191,800± SF)

BUILDING / HARD SURFACE / LAWN

Proposed Building (C=0.95)	*= 1.28 Acres*
Proposed Hard Surface (C=0.95)	*= 1.18 Acres*
Proposed Lawn (C=0.30)	*= 1.94 Acres*
Total	*= 4.40 Acres*

MODIFIED RUNOFF COEFFICIENT CALCULATIONS

$$\frac{((1.28+1.18) \times 0.95) + (1.94 \times 0.30))}{4.4 \text{ Acres}} = 0.67$$

STORAGE CALCULATIONS

Storage Required = C x Rainfall Intensity (Feet) x Area (SF)

= 0.67 x 0.25 feet x 191,800 SF

= 32,127 cft (0.74 Acre–Feet)

RETENTION BASIN #2
REQUIRED CUMULATIVE STORM WATER STORAGE VOLUME

WATERFORD COMMONS BUSINESS PARK NORTH, PUD TRACT 2	STORAGE (ACRE–FT)
R/W	0.30
LOT 6	0.29
LOT 7	0.35
LOTS 8 & 9	0.74
LOT 10	–
TOTAL:	1.68 ACRE–FT

PROVIDED STORM WATER STORAGE VOLUME
2.70 ACRE–FT (Below Design High Water)

EXISTING RETENTION BASIN #2 VOLUME

FROM SURVEY ELEVATION CONTOURS

Contour	Area (sft)	Average (sft)	Volume (acre-ft)	
805.0	4,553			
806.0	9,059	6,806	0.16	
807.0	13,073	11,066	0.25	
808.0	17,000	15,037	0.35	
809.0	21,000	19,000	0.44	
810.0	25,153	23,077	0.53	
811.0	29,486	27,320	0.63	
811.5	31,728	30,607	0.35	
812.0	34,082	32,905	0.38	
		Volume Below 811.5 =	2.70	Acre-Ft

PROJECT #19-0747

ABONMARCHE
1009 South Ninth Street
Goshen, IN. 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Battle Creek
Benton Harbor
Manistee
South Haven
Goshen
Hobart
Lafayette
South Bend
Valparaiso

Engineering · Architecture · Land Surveying

1740 ARDMORE COURT NEW BUILDING

DRAINAGE CALCULATIONS

PROJECT #19-0747

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Battle Creek
Benton Harbor
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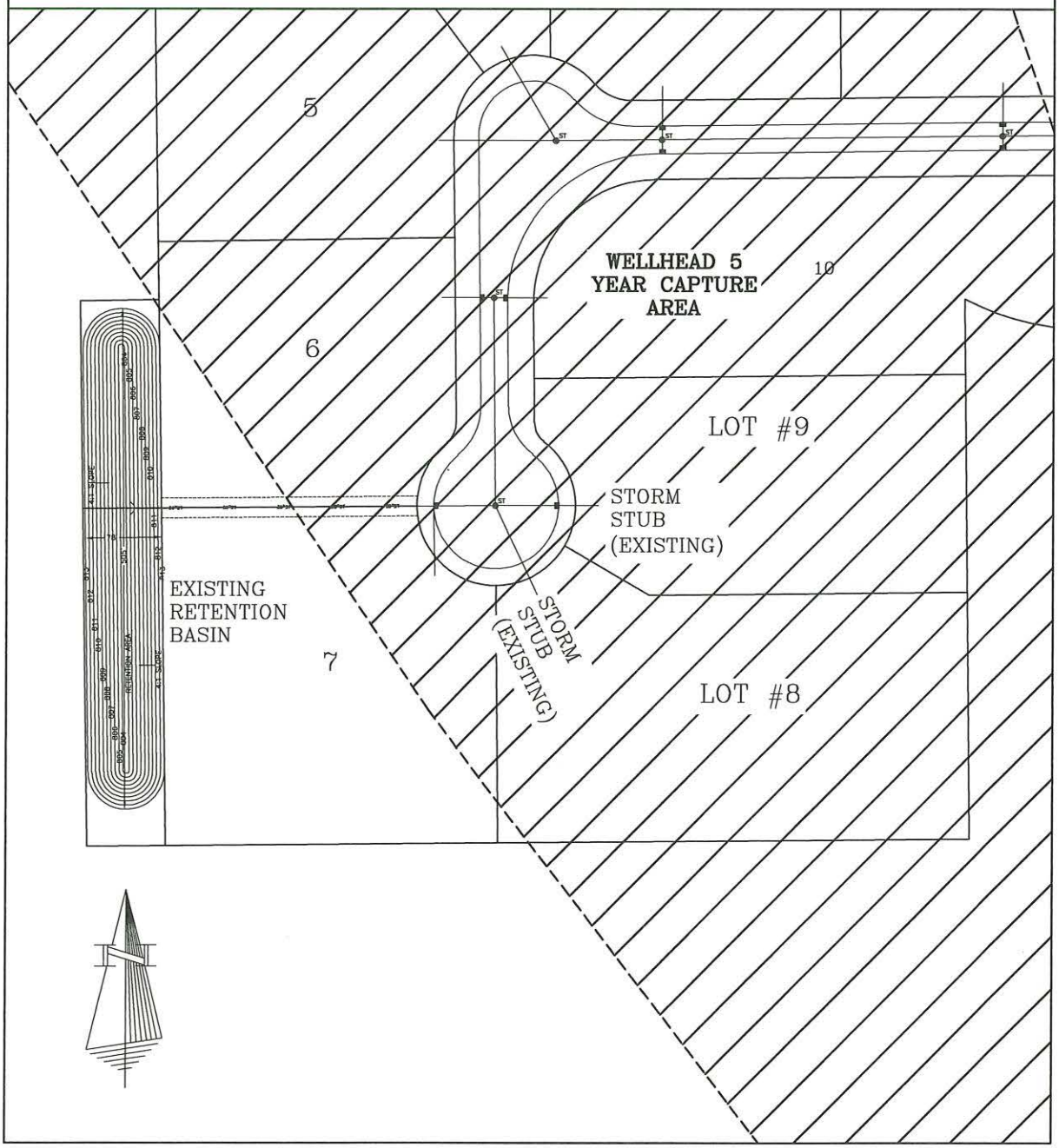
Goshen
Hobart
Lafayette
South Bend
Valparaiso

Engineering · Architecture · Land Surveying

1740 ARDMORE COURT NEW BUILDING

EXISTING STORM & WELLHEAD PROTECTION AREA



STRUCTURE DATA TABLE

STORM SEWER SIZED FOR A 10 YEAR, 1 HOUR STORM EVENT (PER CIT

Structure			Structure	Total Area	Cumulative	Cumulative	Intensity	Q Req'd	Length	Pipe Dia.	Slope	Q Prov'd
Number	Downstream	Area (Ac.)	C	(Ac.)	C	CA	(in/hr)	(cfs)	(feet)	(inches)	(ft/100 ft)	(cfs)
10	11	0.59	0.95	0.59	0.62	0.56	1.33	0.7	186	12	0.40	2.4
11	12	0.64	0.95	1.23	0.62	1.17	1.33	1.6	186	12	0.40	2.4
12	13	0.63	0.95	1.86	0.62	1.77	1.33	2.4	164	12	0.50	2.7
13	Existing	0.00	0.95	1.86	0.62	1.77	1.33	2.4		12	0.40	2.4
20	21	0.02	0.95	0.02	0.95	0.02	1.33	0.0	10	8	0.65	1.1
21	22	0.00		0.02	0.95	0.02	1.33	0.0	55	8	0.65	1.1
22	23	0.12	0.67	0.14	0.71	0.10	1.33	0.1	56	12	0.40	2.4
23	24	0.33	0.95	0.47	0.88	0.41	1.33	0.5	96	12	0.40	2.4
24	28	0.26	0.95	0.73	0.90	0.66	1.33	0.9	55	12	0.40	2.4
25	27	0.34	0.95	0.34	0.95	0.32	1.33	0.4	48	10	1.00	2.4
26	27	0.34	0.95	0.34	0.95	0.32	1.33	0.4	103	10	1.00	2.4
27	28	0.00		0.68	0.95	0.65	1.33	0.9	81	12	1.50	4.7
28	30	0.33	0.95	1.74	0.93	1.62	1.33	2.2	90	12	0.40	2.4
29	30	0.18	0.30	0.18	0.30	0.05	1.33	0.1	80	12	1.50	4.7
30	33	0.40	0.95	2.32	0.89	2.05	1.33	2.7	71	12	0.55	2.9
31	32	0.02	0.95	0.02	0.95	0.02	1.33	0.0	50	6	1.40	0.7
32	33	0.00		0.02	0.95	0.02	1.33	0.0	43	6	1.40	0.7
33	Existing	0.04	0.30	2.38	0.88	2.08	1.33	2.8		12	0.40	2.4

STRUCTURE DATA TABLE

R A 10 YEAR, 1 HOUR STORM EVENT (PER CITY OF GOSHEN STANDARD)

sity hr)	Q Req'd (cfs)	Length (feet)	Pipe Dia. (inches)	Slope (ft/100 ft)	Q Prov'd (cfs)	Velocity (ft/sec)	Upper I.E.	Lower I.E.	Rim Up	Cover Up	Cover Down	Structure Type
3	0.7	186	12	0.40	2.4	3.1	809.06	808.31	812.10	1.83	2.58	Std. 30" Dia. Inlet
3	1.6	186	12	0.40	2.4	3.1	808.31	807.57	812.10	2.58	3.32	Std. 30" Dia. Inlet
3	2.4	164	12	0.50	2.7	3.5	807.57	806.75	812.10	3.32	4.24	Std. 30" Dia. Inlet
3	2.4		12	0.40	2.4	3.1	806.75		812.20	4.24		Std. 48" Dia. Manhole w/ Sump
3	0.0	10	8	0.65	1.1	3.0	809.29	809.22	810.90	0.85	4.87	Dock Trench Drain
3	0.0	55	8	0.65	1.1	3.0	808.97	808.62	814.85	5.12	4.13	1,000 Gallon Separator
3	0.1	56	12	0.40	2.4	3.1	808.62	808.39	813.50	3.67	2.40	Std. 30" Dia. Inlet
3	0.5	96	12	0.40	2.4	3.1	808.39	808.01	812.00	2.40	2.78	Std. 48" Dia. Manhole
3	0.9	55	12	0.40	2.4	3.1	808.01	807.79	812.00	2.78	3.00	Std. 48" Dia. Manhole
3	0.4	48	10	1.00	2.4	4.4	809.62	809.14	814.00	3.43	3.91	Yard Inlet
3	0.4	103	10	1.00	2.4	4.4	810.17	809.14	814.00	2.88	3.91	Yard Inlet
3	0.9	81	12	1.50	4.7	6.0	809.01	807.79	814.00	3.79	3.00	Std. 30" Dia. Inlet
3	2.2	90	12	0.40	2.4	3.1	807.79	807.43	812.00	3.00	3.36	Std. 48" Dia. Manhole
3	0.1	80	12	1.50	4.7	6.0	808.63	807.43	812.50	2.66	3.36	Std. 30" Dia. Inlet
3	2.7	71	12	0.55	2.9	3.7	807.43	807.04	812.00	3.36	4.75	Std. 48" Dia. Manhole
3	0.0	50	6	1.40	0.7	3.7	808.99	808.29	810.90	1.32	5.12	Dock Trench Drain
3	0.0	43	6	1.40	0.7	3.7	808.04	807.44	814.00	5.37	4.97	1,000 Gallon Separator
3	2.8		12	0.40	2.4	3.1	807.04		813.00	4.75		Std. 48" Dia. Manhole w/ Sump

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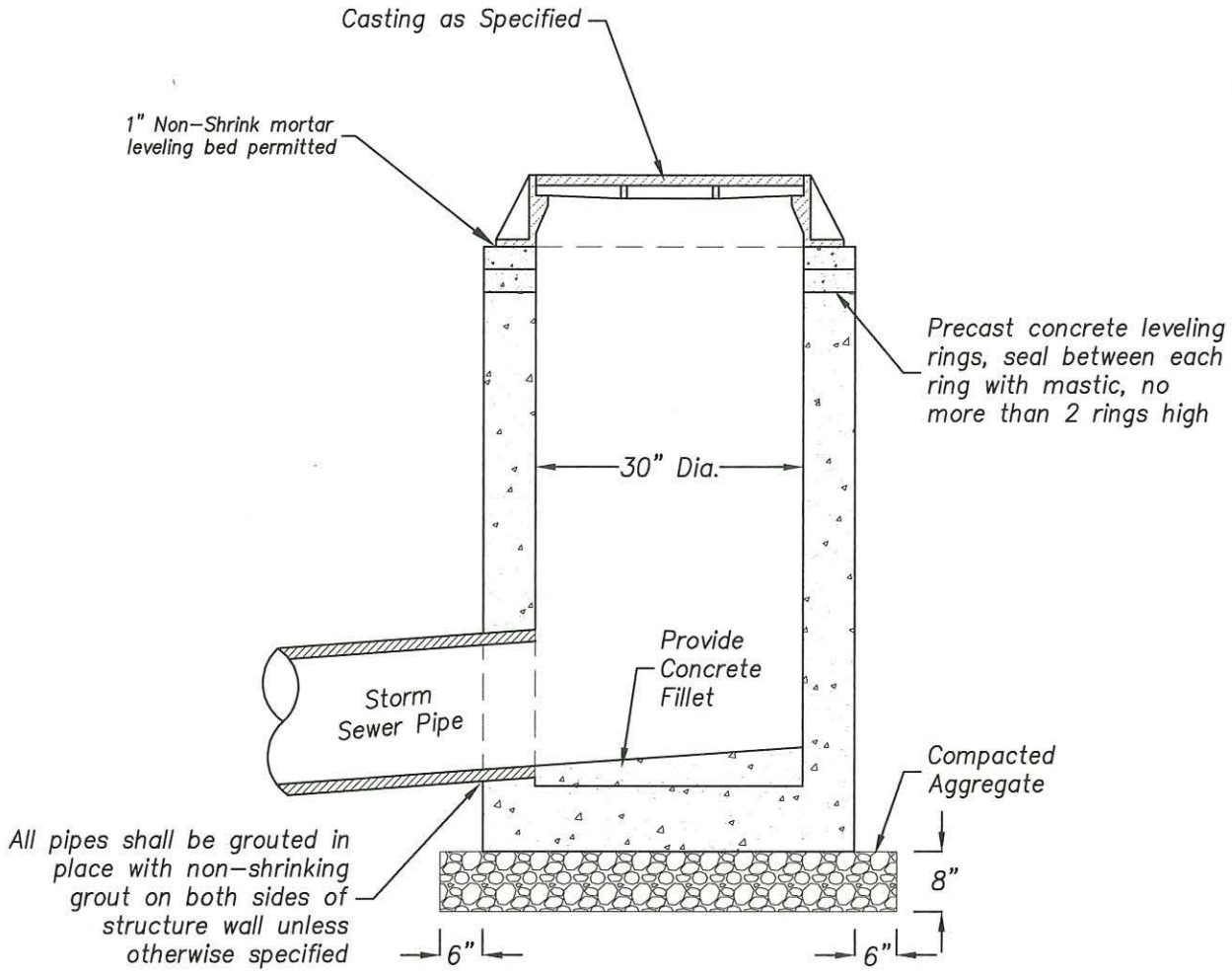
STRUCTURE DATA TABLE



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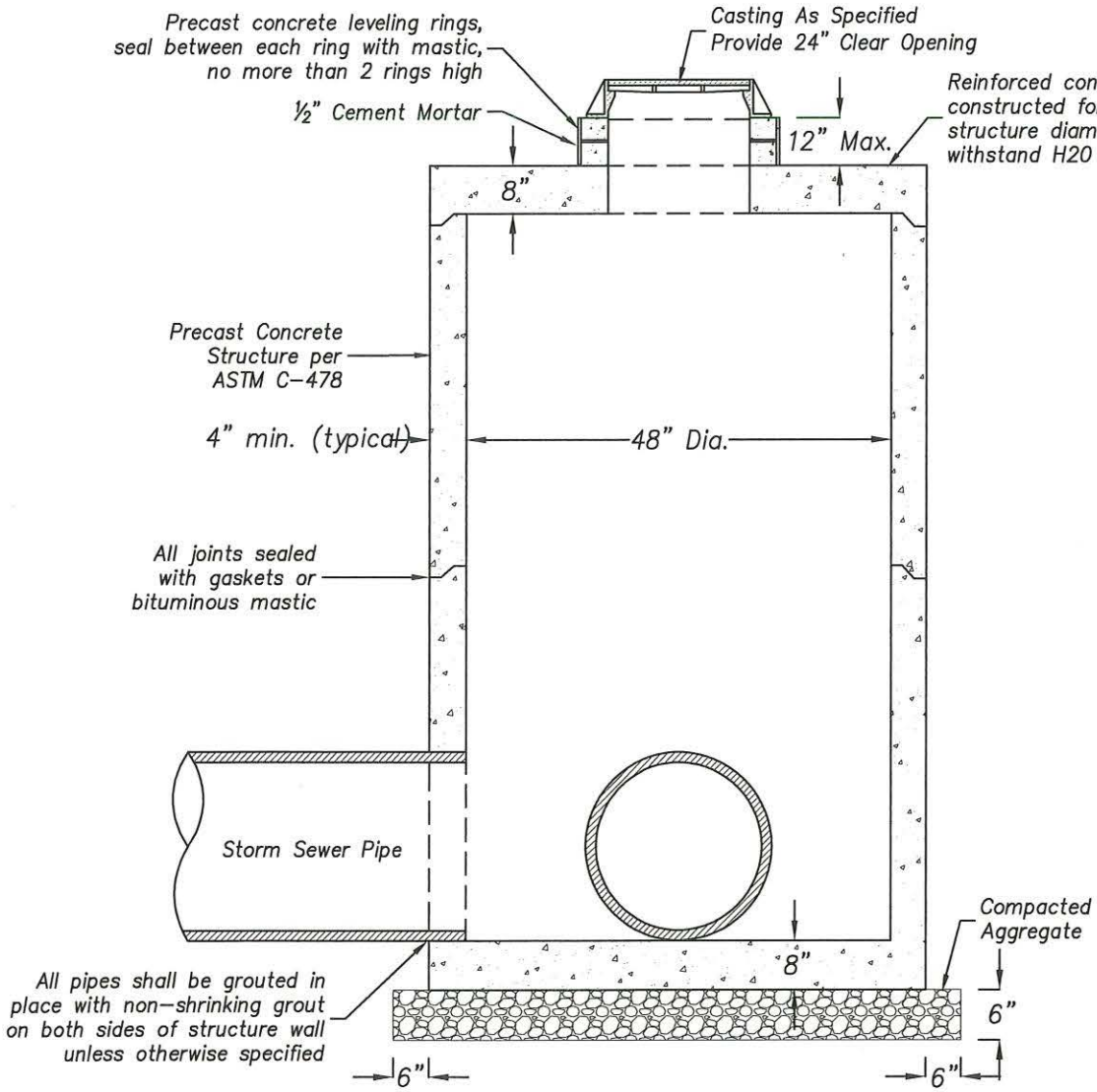
STORM INLET STRUCTURE



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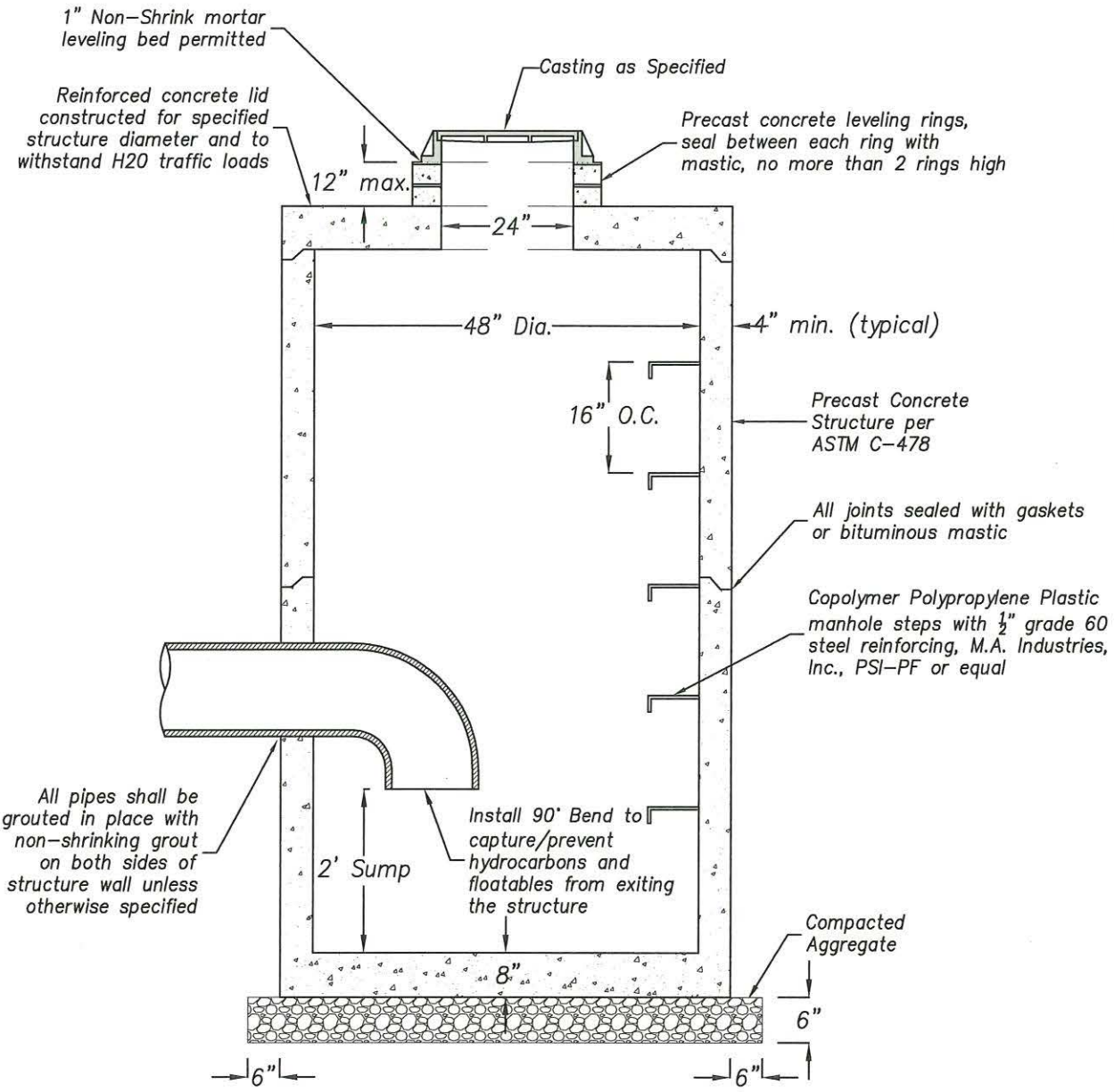
MANHOLE STRUCTURE



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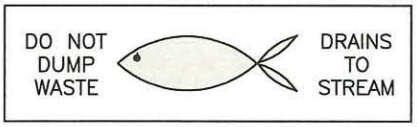
MANHOLE WITH SUMP

* ENVIRONMENTAL WARNING STAMP
EMBOSSED IN THE CASTING



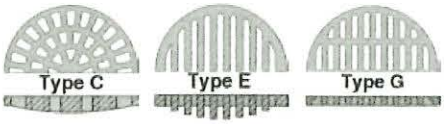
*OR EQUIVALENT

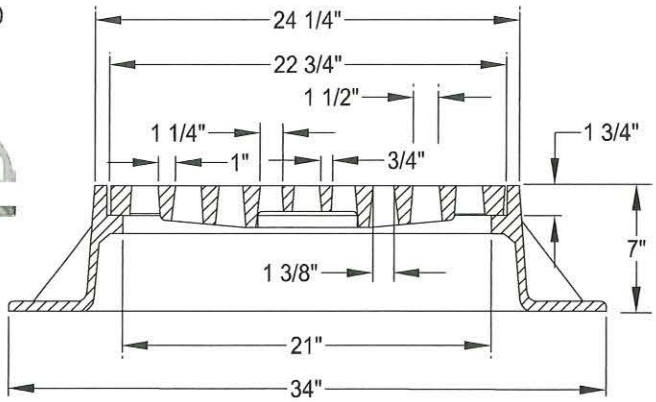
R-2502

INLET FRAME, TYPE "D" GRATE
HEAVY DUTY

CATALOG NUMBER	GRATE TYPE	SQ. FT. OPEN	WEIR PERIMETER LINEAL FEET
R-2502	D	0.9	6.0
R-2502	G	1.3	6.0
R-2502	C	1.2	6.0
R-2502	E	1.5	6.0

Standard Grate (shown): Type D





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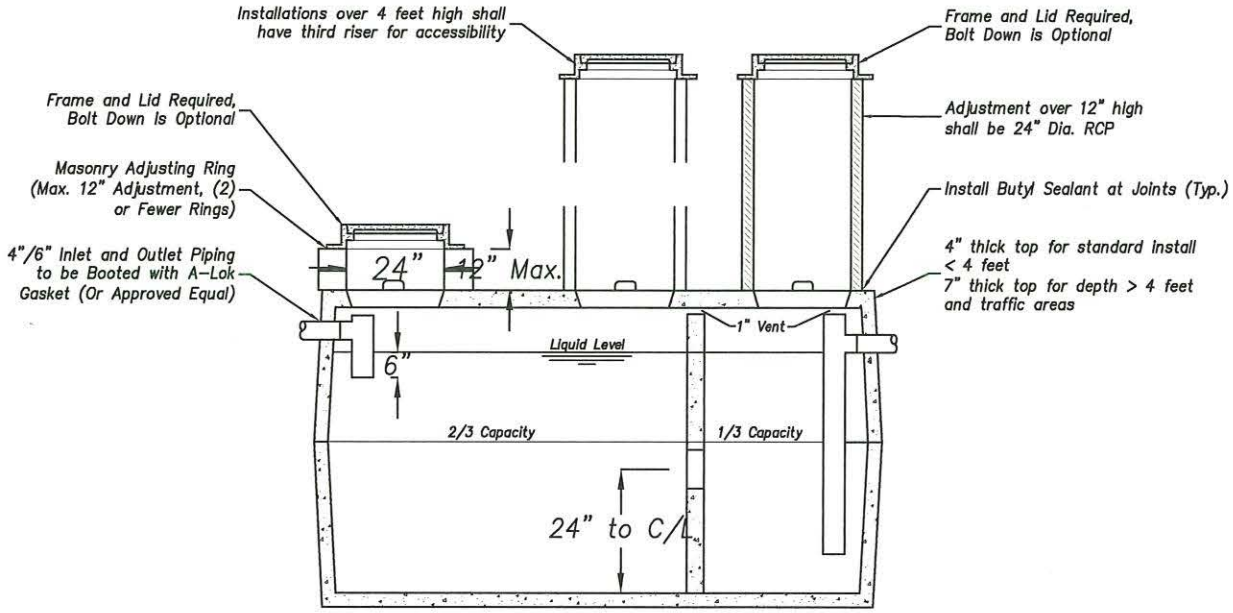
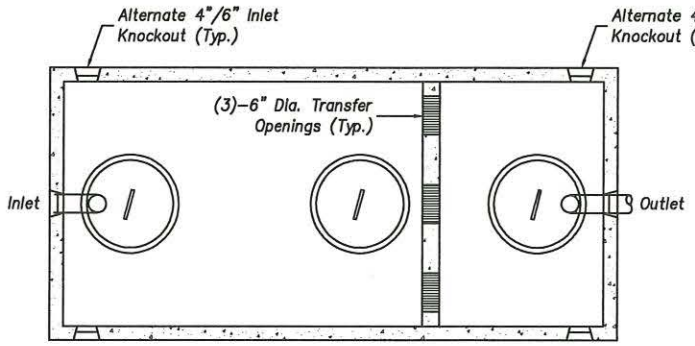
FRAME AND GRATE



SIDE VIEW



TOP VIEW

1. Tank is concrete, 2 piece with Tongue and Groove Seam that is sealed with a butyl strip sealant.
2. Walls are 3" reinforced concrete with 1.5" fibrillated polypropylene fibre.
3. Top is 4" reinforced concrete with #3 rebar and 1.5" fibrillated polypropylene fibre.
4. Bottom is 3" reinforced concrete with 1.5" fibrillated polypropylene fibre.
5. Test strength of concrete is 4,500-5,000 psi @ 28 days.
6. Tank is equipped with 4" poly seals for pipe connections to eliminate the use of grouting.
7. 6" minimum up to 4'-0" maximum for standard lid over 4'-0" cover or within tire path the structure shall be traffic rated.

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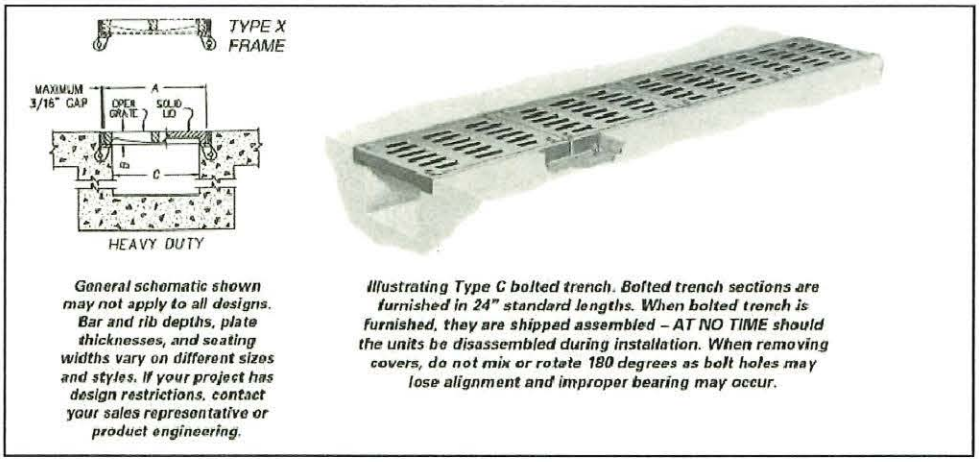
OIL/GRIT/WATER SEPARATOR



General schematic shown may not apply to all designs. Bar and rib depths, plate thicknesses, and seating widths vary on different sizes and styles. If your project has design restrictions, contact your sales representative or product engineering.

Illustrating Type C bolted trench. Bolted trench sections are furnished in 24" standard lengths. When bolted trench is furnished, they are shipped assembled – AT NO TIME should the units be disassembled during installation. When removing covers, do not mix or rotate 180 degrees as bolt holes may lose alignment and improper bearing may occur.

General Detail Only – Other manufacturers and grate styles are acceptable. The provided detail illustrates R–4990 (unbolted grate) and R–4999 (bolted grate) Heavy Duty Trench Drain by the Neenah Foundry.

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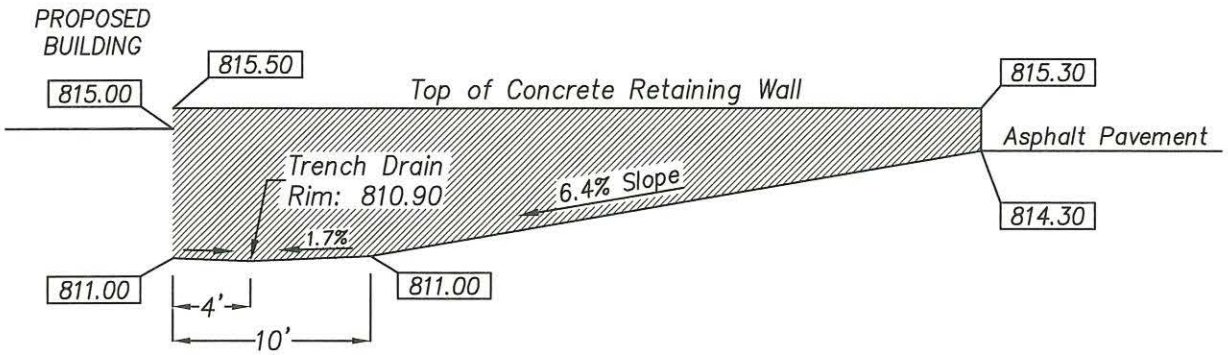
TRENCH DRAIN



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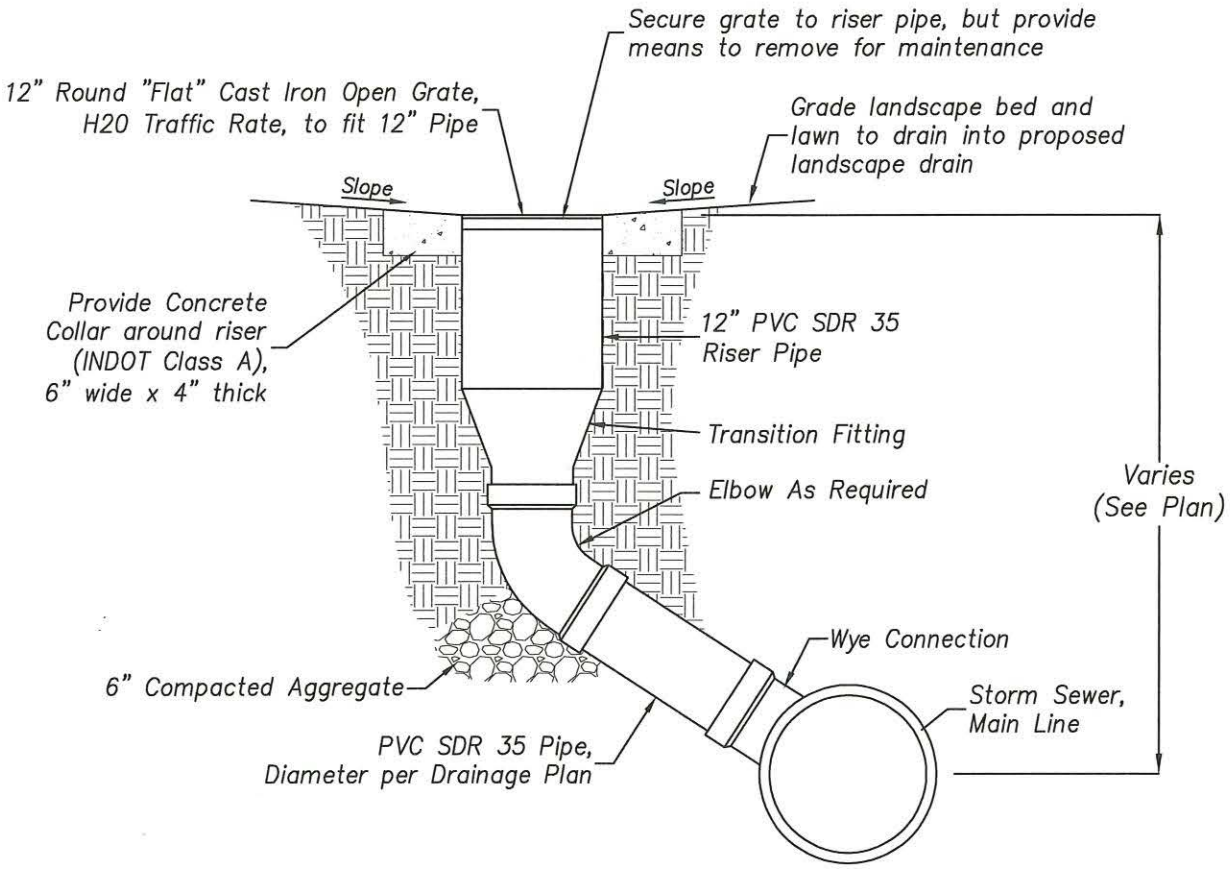
LOADING DOCK DETAIL



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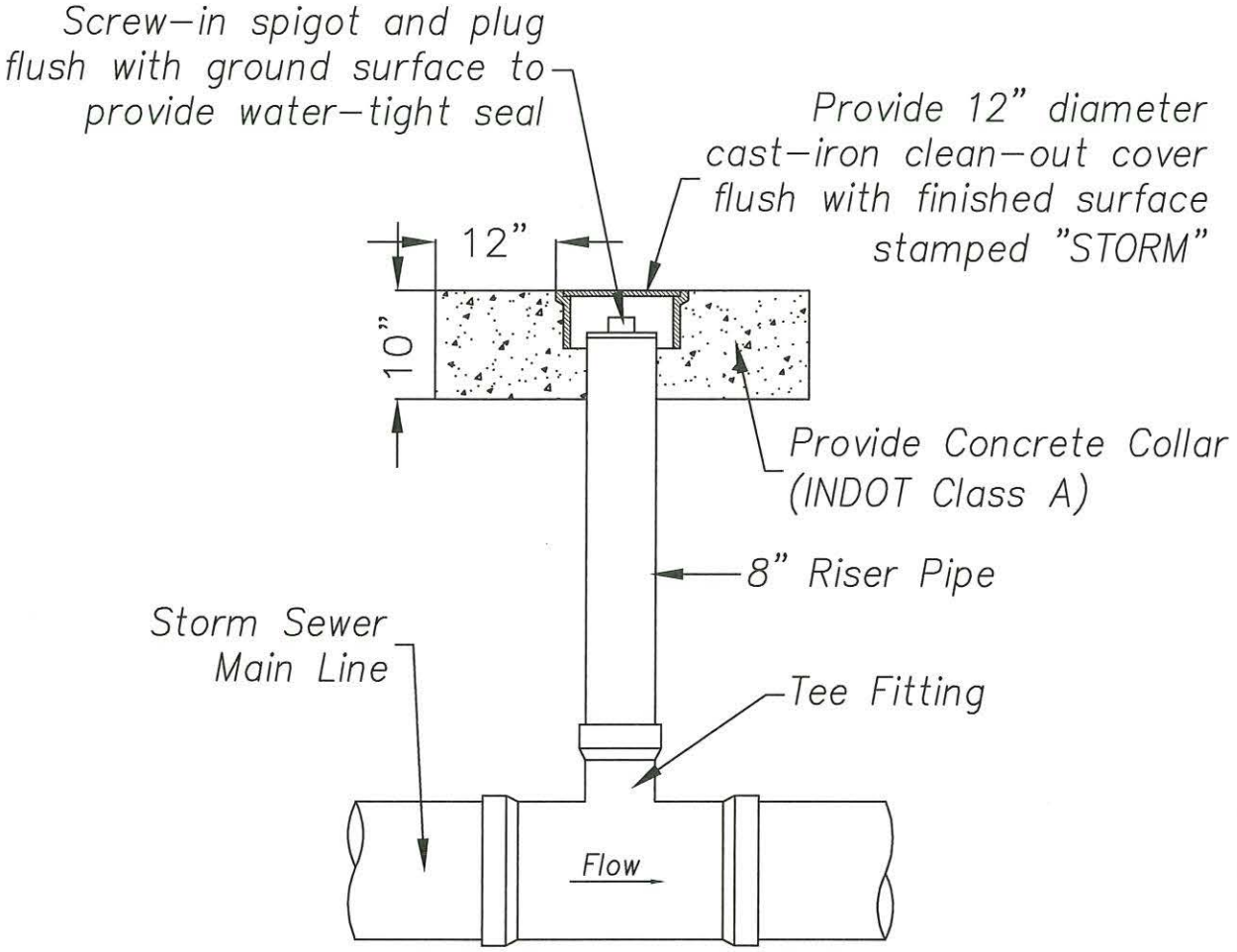
YARD INLET STRUCTURE



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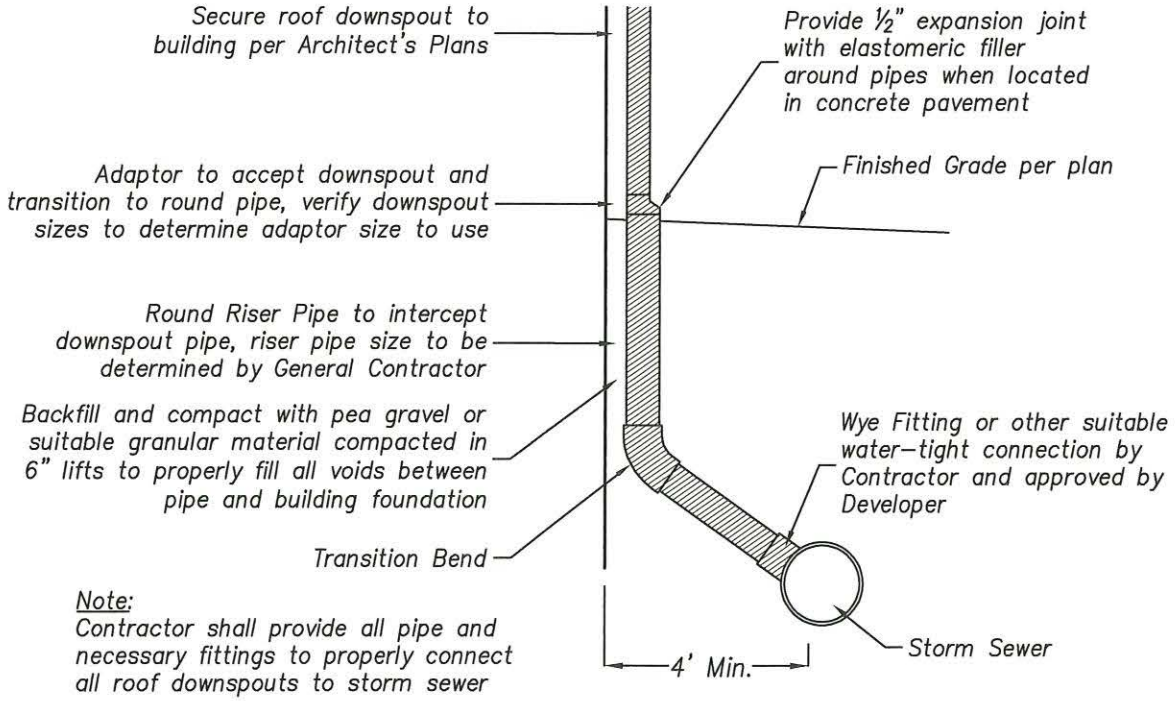
STORM CLEANOUT



Note:
Contractor shall provide all pipe and necessary fittings to properly connect all roof downspouts to storm sewer

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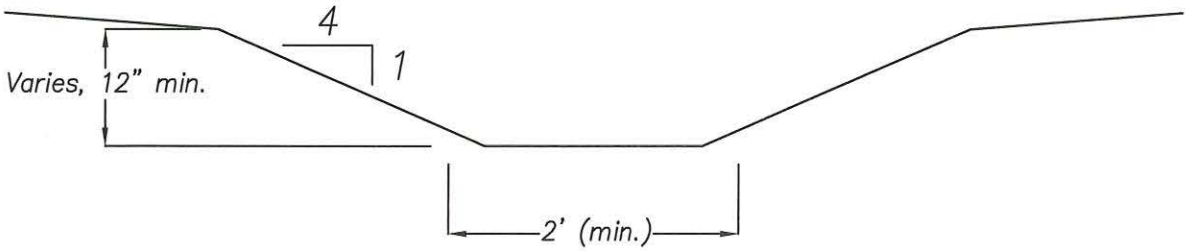
DOWNSPOUT CONNECTION



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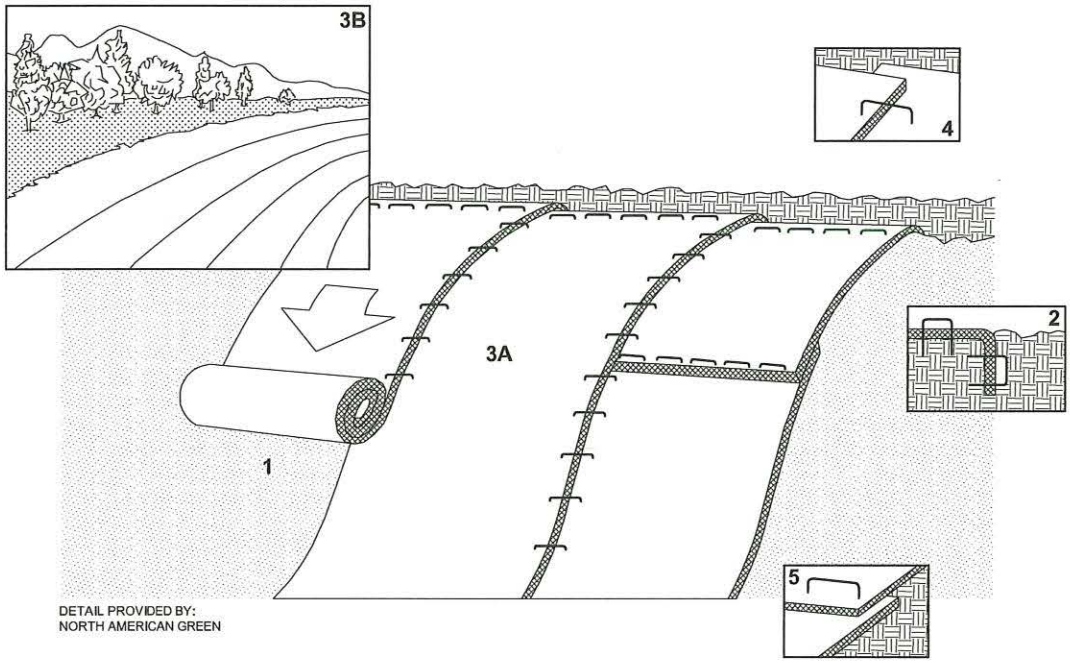
VEGETATED SWALE



DETAIL PROVIDED BY:
NORTH AMERICAN GREEN

INSTALLATION NOTES

Prepare soil before installing blankets, including application of lime, fertilizer, and seed. When using cell–o–seed do not seed prepared area. Cell–o–seed must be installed with paper side down.

Begin at the top of the slope by anchoring the blanket in 6" deep x 6" wide trench. Backfill and compact the trench after stapling. Follow the manufacturer's recommendations for size and type of staples and staple pattern for securing the blankets.

A) Roll the blankets down the bank as shown.
B) Blankets may be installed horizontally down the slope of the drainage swale.

The edges of parallel blankets must be stapled with approximately 2" overlap.

When blankets must be spliced down the slope, place blanket end over end (shingle style) with approximately 4" overlap. Staple through overlapped area, approximately 12" apart.

MAINTENANCE

Inspect within 24 hours of a half–inch or greater rain event and at least once every week.

Check for erosion or displacement of the blanket.

If any area shows erosion, pull back that portion of the blanket covering the eroded area, add soil and tamp, reseed area, replace and staple the blanket.

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EROSION CONTROL BLANKET

Hydroseeding

Definition

Hydroseeding is a mechanical method of applying seed, fertilizer, and mulch to land in one step.

Description and Purpose

Hydroseeding typically consists of applying a mixture of wood fiber, seed, fertilizer, and stabilizing emulsion with hydro-mulch equipment, which temporarily protects exposed soils from erosion by water and wind.

The practice may also be called hydro mulching, hydraulic planting, hydraulic mulch seeding, hydraseeding

Pollutant(s) controlled:

- Suspended Sediments

Pollution Removal Efficiencies:

- Hydroseeding initially reduces sediment generation by 70 to 80% as compared to sediment production off bare slopes.

Companion and Alternative BMPs

- Mulching
- Seeding/Vegetation
- Rolled Erosion Control Products

Advantages and Disadvantages

Advantages:

- Tackifiers can be used with the application to help keep the seed in place
- Provides mulching medium around the seed to hold moisture

Disadvantages:

- Hydroseeding may be used alone only when there is sufficient time in the season to ensure adequate vegetation establishment and erosion control. Otherwise, hydroseeding must be used in conjunction with a soil binder or mulching
- Hydroseeding may be inappropriate in dry periods without supplemental irrigation
- Wood fiber hydraulic mulches are generally short-lived (only last a part of a growing season) and need 24 hours to dry before rainfall occurs to be effective.
- May not be able to access remote areas with hydroseeder

Location

Hydroseeding is applied on disturbed soil areas requiring temporary protection until permanent vegetation is established or disturbed soil areas that must be re-disturbed following an extended period of inactivity

General Characteristics

- Hydraulic planting mulch is the ingredient that makes the technique possible. Water-laden mulch shot from high-pressure hose or spray gun travels farther than seed and water alone. Once the mulch is on the soil surface, it creates a "mat" or blanket that holds the seed in place, retains soil moisture, resists wind and water erosion, and creates a favorable environment for seed germination.
- Mulch materials may be made from wood chips, newsprint, or corrugated cardboard. Some products may include synthetic poly-based fibers or natural agricultural fibers, paper mill sludge, sawdust, slick papers, or some combination of these.
- Each mulch product group has unique performance characteristics and associated costs. Some materials simply perform the mulch function better than others
- Mulch Fiber length is the key to holding power, while germination is most influenced by moisture holding ability and application rates.
- Virtually any fertilizer formulation can be incorporated into the hydroseeding slurry. It is important to use soil testing to determine the appropriate fertilizer for the site.
- A difficult to access site is best fertilized with a long acting or time-release product at the same time it is seeded. An easily accessible site can be fertilized (again) after germination.
- Tackifier is powdered or granular glue, which when added to the slurry, serves to glue the mulch blanket in place, helping it to withstand wind and rain erosion. Steep slopes are best protected with a tackifier, though any site susceptible to erosion (including that caused by the project's own irrigation) should be a candidate.
- A wide variety of special use products can be incorporated into the hydroseed slurry when conditions dictate. Soil amendments, such as lime and gypsum, or organics such as sludge and humus can be applied right along with the seed and other ingredients. Dyes, surfactants, growth stimulators, fungicides, inoculants, and a host of other liquid, powdered and granular products are also widely available.

Materials

- Cellulose Fiber Mulch
- Fertilizer
- Tackifier
- Hydro – seed mix.

Design Specifications

- To select appropriate hydroseeding mixtures, an evaluation of site conditions shall be performed with respect to:
  - soil conditions
  - site topography
  - season and climate
  - vegetation types
  - maintenance requirements
  - sensitive adjacent areas
  - water availability
  - plans for permanent vegetation.

- Paper Mulch is frequently applied at 1,200-1,500 pounds per acre (approximately 25lbs.-35 lbs. per 1,000 square feet). With a polyacrylamide additive, such rates can be effective. Many contractors avoid using more than 2,000-2,500 lbs per acre of paper mulch, because too much paper mulch tends to crust, and can inhibit germination.
- Wood Mulch is most effective at rates beginning at 2,000 lbs per acre (about 45 lbs. per 1,000 square feet). In very hot conditions, 3,000 lbs (about 70 lbs. per 1,000 square feet) per acre will provide more moisture retention, and will therefore improve the probability of success significantly. A guar based tackifier is also highly recommended to improve the probability of yielding an excellent grass stand.
- Bonded Fiber Matrix rates start at about 3,000 lbs per acre. At 4,000 lbs. per acre (about 90 lbs. per 1,000 square feet), most wood based Bonded Fiber Matrix products provide an excellent probability of achieving total coverage of grass, even when pounded with destructive rains or in very hot conditions.
- Regardless of the quality of the mulch protection, rainfall or irrigation is always necessary to produce a stand of grass.
- Guar tackifier can be used at 25-150 lbs per acre. The standard recommend application rate is 1½ lbs per 1,000 Sq. ft. or about 60 lbs per acre. This product has been the mainstay as a glue additive for hydro-mulching for many years.
- Seed and fertilizer recommendations are dependent upon the location of the area to be treated.

- Hydroseeding can be accomplished using a multiple-step or one-step process.
  - The multiple-step process ensures maximum direct contact of the seeds to soil.
  - When the one-step process is used to apply the mixture of seed, fiber, etc., the seed rate shall be increased to compensate for all seeds not having direct contact with the soil.
- Follow-up applications shall be made as needed to cover weak spots.
- The time allowed between placement of seed in the hydraulic mulcher and the emptying of the hydraulic mulcher tank should not exceed 30 minutes.
- Application of the slurry should proceed until a uniform cover is achieved. The applicator should not be directed at one location for too long a period of time or the applied water will cause erosion.

Construction Guidelines

1. Prior to application, roughen embankment and fill areas by rolling with a crimping or punching type roller or by track walking. Track walking shall only be used where other methods are impractical.
2. Hydraulic matrices require 24 hours to dry before rainfall occurs to be effective

Monitoring

- Hydromulched slopes should be inspected periodically for damage due to wind, water, or human disturbance.

Maintenance

- Repair all damaged areas immediately using hydromulching at the original specifications or straw mulch.
- Supplemental watering may be required

PERMANENT SEEDING (SURFACE STABILIZATION MEASURE)

PURPOSE:
1. TO PROVIDE PERMANENT VEGETATIVE COVER AND IMPROVE VISUAL AESTHETICS OF A PROJECT SITE.
2. TO REDUCE EROSION AND SEDIMENTATION DAMAGE BY STABILIZING DISTURBED AREAS.
3. TO REDUCE SEDIMENT-LADEN STORMWATER RUNOFF FROM BEING TRANSPORTED TO DOWNSTREAM AREAS.
4. TO IMPROVE VISUAL AESTHETICS OF CONSTRUCTION AREAS.

MATERIALS REQUIRED:
1. SOIL AMENDMENTS BASED UPON ANALYSIS OF SOIL BY A SOIL TESTING SERVICE. (FERTILIZER, ETC.)
2. SEED (INFORMATION FOLLOWS)
3. MULCH (STRAW, HAY, WOOD FIBER, ETC.) FOR PROTECTION OF SEEDBED, MOISTURE RETENTION AND ENCOURAGEMENT OF PLANT GROWTH. MULCH MUST BE ANCHORED TO PREVENT DISPERSAL BY WIND OR WATER. MAY BE COVERED WITH MANUFACTURED EROSION CONTROL BLANKETS.

SITE PREPARATION:
1. GRADE SITE TO ACHIEVE POSITIVE DRAINAGE.
2. ADD TOPSOIL OR COMPOST MULCH TO ACHIEVE NEEDED DEPTH FOR ESTABLISHMENT OF VEGETATION.

SEED SPECIFICATIONS:
NOTE THAT SEEDING DONE OUTSIDE OF THE OPTIMUM SEEDING DATES INCREASES THE CHANCES OF SEEDING FAILURE. DATES MAY BE SHORTENED OR EXTENDED DEPENDING ON THE LOCATION OF THE SITE WITHIN THE STATE OF INDIANA. MULCH ALONE IS AN ACCEPTABLE TEMPORARY COVER AND MAY BE USED IN LIEU OF TEMPORARY SEEDING, PROVIDING THAT IT IS APPROPRIATELY ANCHORED. PERENNIAL SPECIES MAY BE USED AS A TEMPORARY COVER, ESPECIALLY IF THE AREA TO BE SEEDED WILL REMAIN IDLE FOR MORE THAN ONE YEAR (SEE PERMANENT SEEDING).

OPEN LOW-MAINTENANCE AREAS (REMAINING IDLE MORE THAN 6 MONTHS)
PERENNIAL RYEGRASS & WHITE CLOVER: RYEGRASS 70 POUNDS PER ACRE + 2 POUNDS OF CLOVER PER ACRE, OPTIMUM SOIL PH 5.6 TO 7.0
PERENNIAL RYEGRASS & TALL FESCUE: RYEGRASS 70 POUNDS PER ACRE + 50 POUNDS OF FESCUE PER ACRE, OPTIMUM SOIL PH 5.6 TO 7.0
TALL FESCUE & WHITE CLOVER: FESCUE 70 POUNDS PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
STEEP BANKS AND CUTS (LOW-MAINTENANCE AREAS, NOT MOWED)
SMOOTH BROME GRASS & RED CLOVER: BROME 35 POUNDS PER ACRE + 20 POUNDS OF RED CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0
TALL FESCUE & WHITE CLOVER: FESCUE 50 POUNDS PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
TALL FESCUE & RED CLOVER: FESCUE 50 POUNDS PER ACRE + 2 POUNDS OF RED CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
ORCHARD GRASS, RED CLOVER & WHITE CLOVER: ORCHARD GRASS 30 POUNDS PER ACRE + 20 POUNDS OF RED CLOVER PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.6 TO 7.0
LAWNS AND HIGH-MAINTENANCE AREAS
BLUEGRASS: BLUEGRASS 140 POUNDS PER ACRE, OPTIMUM PH 5.5 TO 7.0
PERENNIAL RYEGRASS & PERENNIAL RYEGRASS (TURF TYPE): 60 POUNDS OF RYEGRASS PER ACRE & 90 POUNDS OF TURF TYPE PER ACRE, OPTIMUM PH 5.6 TO 7.0
TALL FESCUE (TURF TYPE) & BLUEGRASS: FESCUE 170 POUNDS PER ACRE + 30 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM SOIL PH 5.6 TO 7.5
CHANNELS AND AREAS OF CONCENTRATED FLOW
PERENNIAL RYEGRASS & WHITE CLOVER: RYEGRASS 150 POUNDS PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0
KENTUCKY BLUEGRASS, SMOOTH BROMEGRASS, SWITCHGRASS, TIMOTHY, PERENNIAL RYEGRASS, & WHITE CLOVER: BLUEGRASS 20 POUNDS PER ACRE + 10 POUNDS OF BROMEGRASS PER ACRE + 3 POUNDS OF SWITCHGRASS PER ACRE + 4 POUNDS OF TIMOTHY PER ACRE + 10 POUNDS OF RYEGRASS PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
TALL FESCUE & WHITE CLOVER: FESCUE 150 POUNDS PER ACRE + 2 POUNDS OF CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
TALL FESCUE, PERENNIAL RYE GRASS, & KENTUCKY BLUEGRASS: FESCUE 150 POUNDS PER ACRE + 20 POUNDS OF RYEGRASS PER ACRE + 20 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

NOTE: AN OAT OR WHEAT COMPANION OR NURSE CROP MAY BE USED WITH ANY OF THE ABOVE PERMANENT SEEDING MIXTURES, AT THE FOLLOWING RATE:
SPRING OATS 1/4 TO 3/4 BUSHEL PER ACRE
WHEAT-NO MORE THAN 1/2 BUSHEL PER ACRE
NOTE: FOR BEST RESULTS:
(A) LEGUME SEED SHOULD BE INOCULATED.
(B) SEEDING MIXTURES CONTAINING LEGUMES SHOULD BE SPRING-SEEDED ALTHOUGH, THE GRASS MAY BE FALL-SEEDED AND THE LEGUME FROST SEEDED (SEE DORMANT SEEDING AND FROST SEEDING)
(C) IF LEGUMES ARE FALL-SEEDED, DO SO IN EARLY FALL

SEEDBED PREPARATION:
1. TEST SOIL TO DETERMINE PH AND NUTRIENT LEVELS.
2. APPLY SOIL AMENDMENTS AS RECOMMENDED BY THE SOIL TEST. IF TESTING IS NOT DONE APPLY 400 TO 600 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER OR EQUIVALENT.
3. TILL THE SOIL TO OBTAIN A UNIFORM SEEDBED. USE A DISK OR RAKE, OPERATED ACROSS THE SLOPE, TO WORK THE SOIL AMENDMENTS INTO THE UPPER 2 TO 4 INCHES OF THE SOIL.

SEEDING:
1. SELECT A SEED SPECIES OR AN APPROPRIATE SEED MIXTURE AND APPLICATION RATE FROM THE SEEDING SPECIFICATIONS (ABOVE). SEED MUST BE SUITABLE FOR SITE CONDITIONS, SOIL PH, INTENDED LAND USE, AND EXPECTED LEVEL OF MAINTENANCE.
2. APPLY SEED UNIFORMLY WITH A DRILL OR CULTIPACKER SEEDER OR BY BROADCASTING. PLANT OR SEED TO THE DEPTH SHOWN IN THE SEEDING SPECIFICATIONS (ABOVE).
NOTES:
A. IF DRILLING OR BROADCASTING THE SEED, ENSURE GOOD SEED-TO-SOIL CONTACT BY FIRMING THE SEEDBED WITH A ROLLER OR CULTIPACKER AFTER COMPLETING SEEDING OPERATIONS.
B. DAILY SEEDING WHEN THE SOIL IS MOIST IS USUALLY MOST EFFECTIVE.
C. IF SEEDING IS DONE WITH A HYDROSEEDER, FERTILIZER AND MULCH CAN BE APPLIED WITH THE SEEDING IN A SLURRY MIXTURE.
3. APPLY MULCH AND ANCHOR IN PLACE.

NOTES: OPTIMUM SEEDING DATES ARE MARCH 1 TO MAY 10 AND AUGUST 10 TO SEPTEMBER 30. PERMANENT SEEDING DONE BETWEEN MAY 10 AND AUGUST 10 MAY NEED TO IRRIGATED. SEEDING OUTSIDE OR BEYOND OPTIMUM SEEDING DATES IS STILL POSSIBLE WITH THE UNDERSTANDING THAT RESEEDING OR OVERSEEDING MAY BE REQUIRED IF ADEQUATE SURFACE COVER IS NOT ACHIEVED. RESEEDING OR OVER SEEDING CAN BE EASILY ACCOMPLISHED IF THE SOIL SURFACE REMAINS WELL PROTECTED WITH MULCH.

MAINTENANCE:
1. INSPECT WITHIN 24 HOURS OF EACH RAIN EVENT AND AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
2. CHARACTERISTICS OF SUCCESSFUL STAND INCLUDE VIGOROUS DARK GREEN OR BLUISHGREEN SEEDLINGS WITH A UNIFORM VEGETATIVE COVER OF 90 PERCENT OR BETTER.
3. CHECK FOR EROSION OR MOVEMENT OF MULCH.
4. REPAIR DAMAGED, BARE, GULLIED, OR SPARSELY VEGETATED AREAS AND THEN FERTILIZE, RESEED, AND APPLY ANCHORED MULCH.
5. IF PLANT COVER IS SPARSE OR PATCHY, EVALUATE THE PLANT MATERIAL CHOSEN, SOIL FERTILITY, MOISTURE CONDITION, AND MULCH APPLICATION; REPAIR AFFECTED AREAS EITHER BY OVERSEEDING OR PREPARING A NEW SEEDBED AND RESEEDING. APPLY ANCHORED MULCH TO ALL NEWLY SEEDED AREAS.
6. IF VEGETATION FAILS TO GROW, CONSIDER SOIL TESTING TO DETERMINE SOIL PH OR NUTRIENT DEFICIENCY PROBLEMS.
7. IF ADDITIONAL FERTILIZATION IS NEEDED TO GET A SATISFACTORY STAND, DO SO ACCORDING TO THE SOIL TEST RECOMMENDATIONS.
8. ADD FERTILIZER THE FOLLOWING GROWING SEASON. FERTILIZE ACCORDING TO SOIL TEST RECOMMENDATIONS.
9. FERTILIZE TURF AREAS ANNUALLY. APPLY FERTILIZER IN A SPLIT APPLICATION. FOR COOL-SEASON GRASSES, APPLY 1/2 OF THE FERTILIZER IN LATE SPRING AND 1/2 IN EARLY FALL. FOR WARM-SEASON GRASSES, APPLY 1/3 IN EARLY SPRING, 1/3 IN LATE SPRING, AND THE REMAINING 1/3 IN MIDDLE SUMMER.

NOTE: REQUIRED DENSITY OF VEGETATIVE COVER = 90 PERCENT OR GREATER OVER THE SOIL SURFACE.

TEMPORARY SEEDING (SURFACE STABILIZATION MEASURE)

PURPOSE:
1. TO PROVIDE VEGETATIVE COVER WHERE PERMANENT SEEDING IS NOT DESIRABLE OR PRACTICAL.
2. TO REDUCE EROSION AND SEDIMENTATION DAMAGE BY STABILIZING DISTURBED AREAS.
3. TO REDUCE PROBLEMS ASSOCIATED WITH MUD OR DUST FROM UNVEGETATED SOIL SURFACE DURING CONSTRUCTION.
4. TO REDUCE SEDIMENT-LADEN STORMWATER RUNOFF FROM BEING TRANSPORTED TO DOWNSTREAM AREAS.
5. TO IMPROVE VISUAL AESTHETICS OF CONSTRUCTION AREAS.

MATERIALS REQUIRED:
1. SOIL AMENDMENTS BASED UPON ANALYSIS OF SOIL BY A SOIL TESTING SERVICE. (FERTILIZER, ETC.)
2. SEED (INFORMATION FOLLOWS)
3. MULCH (STRAW, HAY, WOOD FIBER, ETC.) FOR PROTECTION OF SEEDBED, MOISTURE RETENTION AND ENCOURAGEMENT OF PLANT GROWTH. MULCH MUST BE ANCHORED TO PREVENT DISPERSAL BY WIND OR WATER. MAY BE COVERED WITH MANUFACTURED EROSION CONTROL BLANKETS.

SEED SPECIFICATIONS:
NOTE THAT SEEDING DONE OUTSIDE OF THE OPTIMUM SEEDING DATES INCREASES THE CHANCES OF SEEDING FAILURE. DATES MAY BE SHORTENED OR EXTENDED DEPENDING ON THE LOCATION OF THE SITE WITHIN THE STATE OF INDIANA. MULCH ALONE IS AN ACCEPTABLE TEMPORARY COVER AND MAY BE USED IN LIEU OF TEMPORARY SEEDING, PROVIDING THAT IT IS APPROPRIATELY ANCHORED. PERENNIAL SPECIES MAY BE USED AS A TEMPORARY COVER, ESPECIALLY IF THE AREA TO BE SEEDED WILL REMAIN IDLE FOR MORE THAN ONE YEAR (SEE PERMANENT SEEDING).

WHEAT OR RYE: 150 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 1-1/2 INCHES, OPTIMUM PLANTING DATES ARE SEPTEMBER 15 TO OCTOBER 30
SPRING OATS: 100 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 INCH, OPTIMUM PLANTING DATES ARE MARCH 1 TO APRIL 15
ANNUAL RYE GRASS: 40 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1/4 INCH, OPTIMUM PLANTING DATES ARE MARCH 1 TO MAY 1 AND AUGUST 1 TO SEPTEMBER 1
GERMAN MILLET: 40 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE MAY 1 TO JUNE 1
SUDANGRASS: 35 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE MAY 1 TO JULY 30
BUCKWHEAT: 60 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE APRIL 15 TO JUNE 1
CORN (BROADCAST): 300 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE MAY 11 TO AUGUST 10
SORGHUM: 35 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE MAY 1 TO JULY 15

SEEDBED PREPARATION:
1. TEST SOIL TO DETERMINE PH AND NUTRIENT LEVELS.
2. APPLY SOIL AMENDMENTS AS RECOMMENDED BY THE SOIL TEST. IF TESTING IS NOT DONE APPLY 400 TO 600 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER OR EQUIVALENT.
3. WORK THE SOIL AMENDMENTS INTO THE UPPER 2 TO 4 INCHES OF THE SOIL WITH A DISK OR RAKE, OPERATED ACROSS THE SLOPE.

SEEDING:
1. SELECT A SEED SPECIES OR AN APPROPRIATE SEED MIXTURE AND APPLICATION RATE FROM THE SEEDING SPECIFICATIONS (ABOVE).
2. APPLY SEED UNIFORMLY WITH A DRILL OR CULTIPACKER SEEDER OR BY BROADCASTING. PLANT OR SEED TO THE DEPTH SHOWN IN THE SEEDING SPECIFICATIONS (ABOVE).
   NOTES:
   A. IF DRILLING OR BROADCASTING THE SEED, ENSURE GOOD SEED-TO-SOIL CONTACT BY FIRMING THE SEEDBED WITH A ROLLER OR CULTIPACKER AFTER COMPLETING SEEDING OPERATIONS.
   B. DAILY SEEDING WHEN THE SOIL IS MOIST IS USUALLY MOST EFFECTIVE.
   C. IF SEEDING IS DONE WITH A HYDROSEEDER, FERTILIZER AND MULCH CAN BE APPLIED WITH THE SEEDING IN A SLURRY MIXTURE.
3. APPLY MULCH AND ANCHOR IN PLACE.

MAINTENANCE:
1. INSPECT WITHIN 24 HOURS OF EACH RAIN EVENT AND AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
2. CHECK FOR EROSION OR MOVEMENT OF MULCH AND REPAIR IMMEDIATELY.
3. MONITOR FOR EROSION DAMAGE AND ADEQUATE COVER (80 PERCENT DENSITY); RESEED, FERTILIZE, AND APPLY MULCH WHERE NECESSARY.
4. IF NITROGEN DEFICIENCY IS APPARENT, TOP-DRESS FALL SEEDED WHEAT OR RYE SEEDING WITH 50 POUNDS PER ACRE OF NITROGEN IN FEBRUARY OR MARCH.

NOTE: REQUIRED DENSITY OF VEGETATIVE COVER = 80 PERCENT OR GREATER OVER THE SOIL SURFACE.

MULCHING (SURFACE STABILIZATION)

PURPOSE:
1. TO PREVENT EROSION BY PROTECTING THE SOIL FROM WIND AND WATER IMPACT.
2. TO PROVIDE TEMPORARY SURFACE STABILIZATION.
3. TO PREVENT SOIL FROM CRUSTING.
4. TO CONSERVE SOIL MOISTURE, MODERATE SOIL TEMPERATURE, AND PROMOTE SEED GERMINATION AND SEEDLING GROWTH.

NOTE: THIS MEASURE SHOULD NOT BE USED IN STORMWATER RUNOFF CHANNELS OR AREAS WHERE CONCENTRATED FLOW IS ATTEMPTED.

MATERIALS:
STRAW OR HAY: 2 TONS PER ACRE, SHOULD BE DRY, FREE OF UNDESIRABLE SEEDS, SPREAD BY HAND OR MACHINE.
MUST BE CRIMPED OR ANCHORED
WOOD FIBER OR CELLULOSE: 1 TON PER ACRE, APPLY WITH A HYDRAULIC MULCH MACHINE AND USE WITH TACKING AGENT.

COVERAGE:
THE MULCH SHOULD HAVE A UNIFORM DENSITY OF AT LEAST 75 PERCENT OVER THE SOIL SURFACE.

ALL FORMS OF MULCH MUST BE ANCHORED TO PREVENT DISPLACEMENT BY WIND AND/OR WATER.

APPLICATION:
1. APPLY MULCH AT THE RECOMMENDED RATE (SEE MATERIALS ABOVE).
2. SPREAD THE MULCH MATERIAL UNIFORMLY BY HAND, HAYFORK, MULCH BLOWER, OR HYDRAULIC MULCH MACHINE. AFTER SPREADING, NO MORE THAN 25 PERCENT OF THE GROUND SHOULD BE VISIBLE.
3. ANCHOR STRAW OR HAY MULCH IMMEDIATELY AFTER APPLICATION. THE MULCH CAN BE ANCHORED USING ONE OF THE METHODS LISTED BELOW:
   A. MULCH ANCHORING TOOL OR FARM DISK (DULL, SERRATED, AND BLADES SET STRAIGHT)-CRIMP OR PUNCH THE STRAW OR HAY TWO TO FOUR INCHES INTO THE SOIL. OPERATE MACHINERY ON THE CONTOUR OF THE SLOPE.
   B. CLEATING WITH DOZER TRACKS-OPERATE DOZER UP AND DOWN SLOPE TO PREVENT FORMATION OF RILLS BY DOZER CLEATS.
   C. WOOD HYDROMULCH FIBERS-APPLY ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
   D. SYNTHETIC TACKIFIERS, BINDERS, OR SOIL STABILIZERS-APPLY ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
   E. NETTING (SYNTHETIC OR BIODEGRADABLE MATERIAL)-INSTALL NETTING IMMEDIATELY AFTER APPLYING MULCH. ANCHOR NETTING WITH STAPLES. EDGES OF NETTING STRIPS SHOULD OVERLAP WITH EACH UP-SLOPE STRIP OVERLAPPING FOUR TO SIX INCHES OVER THE ADJACENT DOWN-SLOPE STRIP. BEST SUITED TO SLOPE APPLICATIONS. IN MOST INSTANCES, INSTALLATION DETAILS ARE SITE SPECIFIC, SO MANUFACTURER'S RECOMMENDATIONS SHOULD BE FOLLOWED.

MAINTENANCE
1. INSPECT WITHIN 24 HOURS OF EACH RAIN EVENT AND AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
2. CHECK FOR EROSION OR MOVEMENT OF MULCH; REPAIR DAMAGED AREAS, RESEED, APPLY NEW MULCH AND ANCHOR THE MULCH IN PLACE.
3. CONTINUE INSPECTIONS UNTIL VEGETATION IS FIRMLY ESTABLISHED.
4. IF EROSION IS SEVERE OR RECURRING, USE EROSION CONTROL BLANKETS OR OTHER MORE SUBSTANTIAL STABILIZATION METHODS TO PROTECT THE AREA.

NOTE: MULCH SHOULD HAVE A UNIFORM DENSITY OF AT LEAST 75 PERCENT OVER THE SOIL SURFACE.

DORMANT SEEDING & FROST SEEDING (SURFACE STABILIZATION MEASURE)

PURPOSE:
1. TO PROVIDE EARLY GERMINATION AND SOIL STABILIZATION IN THE SPRING.
2. TO REDUCE SEDIMENT-LADEN STORMWATER RUNOFF FROM BEING TRANSPORTED TO DOWNSTREAM AREAS.
3. TO IMPROVE VISUAL AESTHETICS OF CONSTRUCTION AREA.
4. TO REPAIR OR ENHANCE PREVIOUS SEEDING.

MATERIALS REQUIRED:
1. SOIL AMENDMENTS BASED UPON ANALYSIS OF SOIL BY A SOIL TESTING SERVICE. (FERTILIZER, ETC.)
2. SEED (INFORMATION FOLLOWS)
3. MULCH (STRAW, HAY, WOOD FIBER, ETC.) FOR PROTECTION OF SEEDBED, MOISTURE RETENTION AND ENCOURAGEMENT OF PLANT GROWTH. MULCH MUST BE ANCHORED TO PREVENT DISPERSAL BY WIND OR WATER. MAY BE COVERED WITH MANUFACTURED EROSION CONTROL BLANKETS.

SEED SPECIFICATIONS:
NOTE THAT SEEDING DONE OUTSIDE OF THE OPTIMUM SEEDING DATES INCREASES THE CHANCES OF SEEDING FAILURE. DATES MAY BE SHORTENED OR EXTENDED DEPENDING ON THE LOCATION OF THE SITE WITHIN THE STATE OF INDIANA. MULCH ALONE IS AN ACCEPTABLE TEMPORARY COVER AND MAY BE USED IN LIEU OF TEMPORARY SEEDING, PROVIDING THAT IT IS APPROPRIATELY ANCHORED. PERENNIAL SPECIES MAY BE USED AS A TEMPORARY COVER, ESPECIALLY IF THE AREA TO BE SEEDED WILL REMAIN IDLE FOR MORE THAN ONE YEAR (SEE PERMANENT SEEDING).

TEMPORARY DORMANT OR FROST SEEDING
WHEAT OR RYE: 150 POUNDS PER ACRE
SPRING OATS: 150 POUNDS PER ACRE
ANNUAL RYE GRASS: 60 POUNDS PER ACRE

PERMANENT DORMANT OR FROST SEEDING

OPEN LOW-MAINTENANCE AREAS (REMAINING IDLE MORE THAN 6 MONTHS)
PERENNIAL RYEGRASS & WHITE CLOVER: RYEGRASS 75 POUNDS PER ACRE + 3 POUNDS OF CLOVER PER ACRE, OPTIMUM SOIL PH 5.6 TO 7.0
PERENNIAL RYEGRASS & TALL FESCUE: RYEGRASS 45 POUNDS PER ACRE + 45 POUNDS OF FESCUE PER ACRE, OPTIMUM SOIL PH 5.6 TO 7.0
TALL FESCUE & WHITE CLOVER: FESCUE 75 POUNDS PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
KENTUCKY BLUEGRASS, SMOOTH BROMEGRASS, SWITCHGRASS, TIMOTHY, PERENNIAL RYEGRASS, & WHITE CLOVER: BLUEGRASS 30 POUNDS PER ACRE + 15 POUNDS OF BROMEGRASS PER ACRE + 5 POUNDS OF SWITCHGRASS PER ACRE + 6 POUNDS OF TIMOTHY PER ACRE + 15 POUNDS OF RYEGRASS PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
STEEP BANKS AND CUTS (LOW-MAINTENANCE AREAS, NOT MOWED)
SMOOTH BROMEGRASS & RED CLOVER: BROME 50 POUNDS PER ACRE + 30 POUNDS OF RED CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0
TALL FESCUE & WHITE CLOVER: FESCUE 75 POUNDS PER ACRE + 30 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
TALL FESCUE & RED CLOVER: FESCUE 75 POUNDS PER ACRE + 30 POUNDS OF RED CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
ORCHARD GRASS, RED CLOVER & WHITE CLOVER: ORCHARD GRASS 45 POUNDS PER ACRE + 30 POUNDS OF RED CLOVER PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.6 TO 7.0
LAWNS AND HIGH-MAINTENANCE AREAS
BLUEGRASS: BLUEGRASS 210 POUNDS PER ACRE, OPTIMUM PH 5.5 TO 7.0
PERENNIAL RYEGRASS & BLUEGRASS: 90 POUNDS OF RYEGRASS PER ACRE & 135 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM PH 5.6 TO 7.0
TALL FESCUE (TURF TYPE) & BLUEGRASS: FESCUE 250 POUNDS PER ACRE + 45 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM SOIL PH 5.6 TO 7.5
CHANNELS AND AREAS OF CONCENTRATED FLOW
PERENNIAL RYEGRASS & WHITE CLOVER: RYEGRASS 225 POUNDS PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0
KENTUCKY BLUEGRASS, SMOOTH BROMEGRASS, SWITCHGRASS, TIMOTHY, PERENNIAL RYEGRASS, & WHITE CLOVER: BLUEGRASS 30 POUNDS PER ACRE + 15 POUNDS OF BROMEGRASS PER ACRE + 5 POUNDS OF SWITCHGRASS PER ACRE + 6 POUNDS OF TIMOTHY PER ACRE + 15 POUNDS OF RYEGRASS PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
TALL FESCUE & WHITE CLOVER: FESCUE 225 POUNDS PER ACRE + 3 POUNDS OF CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
TALL FESCUE, PERENNIAL RYE GRASS, & KENTUCKY BLUEGRASS: FESCUE 225 POUNDS PER ACRE + 30 POUNDS OF RYEGRASS PER ACRE + 30 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

NOTE: FOR BEST RESULTS:
(A) LEGUME SEED SHOULD BE INOCULATED,
(B) SEEDING MIXTURES CONTAINING LEGUMES SHOULD BE SPRING-SEEDED ALTHOUGH, THE GRASS MAY BE FALL-SEEDED AND THE LEGUME FROST SEEDED
(C) IF LEGUMES ARE FALL-SEEDED, DO SO IN EARLY FALL.
(D) IF USING MIXTURES OTHER THAN THOSE LISTED ABOVE, INCREASE SEEDING RATES BY 50 PERCENT OVER THE CONVENTIONAL SEEDING RATES.

SITE PREPARATION:
1. GRADE THE SITE TO ACHIEVE POSITIVE DRAINAGE.
2. ADD TOPSOIL TO ACHIEVE NEEDED DEPTH FOR ESTABLISHMENT OF VEGETATION.

DORMANT SEEDING:
1. TEST SOIL TO DETERMINE PH AND NUTRIENT LEVELS.
2. BROADCAST SOIL AMENDMENTS AS RECOMMENDED BY SOIL TEST AND WORK INTO THE UPPER 2 TO 4 INCHES OF SOIL. IF TESTING IS NOT DONE, APPLY 200 TO 300 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER, OR EQUIVALENT.
3. APPLY ANCHORED MULCH IMMEDIATELY AFTER COMPLETION OF GRADING AND ADDITION OF SOIL AMENDMENTS.
4. SELECT APPROPRIATE SEED SPECIES (SEE SEED SPECIFICATIONS ABOVE). BROADCAST THE SEED ON TOP OF THE MULCH AND/OR INTO EXISTING GROUND COVER AT RATES SHOWN. AREAS ARE TO BE SEEDED WHEN SOIL TEMPERATURES ARE BELOW 50 DEGREES BUT THE SOIL IS NOT FROZEN.

FROST SEEDING:
1. TEST SOIL TO DETERMINE PH AND NUTRIENT LEVELS.
2. BROADCAST SOIL AMENDMENTS AS RECOMMENDED BY A SOIL TEST AND WORK INTO THE UPPER 2 TO 4 INCHES OF SOIL BEFORE IT FREEZES. IF TESTING WAS NOT DONE, APPLY 200 TO 300 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER, OR EQUIVALENT.
3. SELECT APPROPRIATE SEED SPECIES OR MIXTURE (SEE SEED SPECIFICATIONS ABOVE). BROADCAST THE SEED ON THE SEEDBED WHEN THE SOIL IS FROZEN. DO NOT WORK THE SEED INTO THE SOIL.

MAINTENANCE:
1. INSPECT AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
2. CHECK FOR EROSION OR MOVEMENT OF MULCH.
3. CHECK FOR INADEQUATE COVER (LESS THAN 80 PERCENT DENSITY OVER THE SOIL SURFACE); RESEED AND MULCH IN MID TO LATE APRIL IF NECESSARY. FOR BEST RESULTS, RESEED WITHIN THE RECOMMENDED DATES SHOWN UNDER TEMPORARY AND PERMANENT SEEDING).
4. APPLY 200 TO 300 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER, OR EQUIVALENT, BETWEEN APRIL 15 AND MAY 10 OR DURING PERIODS OF VIGOROUS GROWTH.
5. FERTILIZE TURF AREAS ANNUALLY. APPLY FERTILIZER IN A SPLIT APPLICATION. FOR COOL-SEASON GRASSES, APPLY 1/2 IN LATE SPRING AND 1/2 IN EARLY FALL. FOR WARM-SEASON GRASSES, APPLY 1/3 IN EARLY SPRING, 1/3 IN LATE SPRING, AND THE REMAINING 1/3 IN MIDDLE SUMMER.

NOTE: REQUIRED DENSITY OF VEGETATIVE COVER = 80 PERCENT OR GREATER OVER THE SOIL SURFACE.

POST-CONSTRUCTION STORMWATER MAINTENANCE AGREEMENT

This Post-Construction Stormwater Maintenance Agreement, hereinafter referred to as "Agreement," is entered into by and between Elliott Anne, LLC and any successor in interest to Elliott Anne, LLC, hereinafter collectively referred to as "Owner," and the City of Goshen, through its Board of Stormwater Management, hereinafter referred to as "City."

RECITALS

WHEREAS, the Subject Real Property is subject to the zoning and development jurisdiction of the City of Goshen; and

WHEREAS, Owner agrees to comply with Ordinance 4329 and any amendment or replacement to Ordinance 4329. Ordinance 4329 requires Owner to install and maintain stormwater management practices on the Subject Real Property in accordance with the requirements of Ordinance 4329, as amended from time to time, and in accordance with approved plans submitted to Goshen Stormwater Department and permit conditions issued by City; provided, however, that no amendments to Ordinance 4329 shall obligate Owner, or a future real estate owner succeeding it under this Agreement, to revise, amend, or expand upon its obligations under this Agreement, or under the Post-Construction Stormwater Management Plan established by Owner, and submitted to and approved by the City of Goshen, unless and until Owner shall receive written notice of any additional standards or requirements; and

WHEREAS, this Agreement is executed to ensure that Owner, or its successors in interest, implements in perpetuity all structural and non-structural pollution control measures as identified in the Post-Construction Stormwater Management Plan.

NOW THEREFORE, the Owner and City agree as follows:

1. REAL ESTATE The Subject Real Property consists of certain real estate located at 1740 Ardmore Court, Goshen, Elkhart County, State of Indiana, and more particularly described as follows:

Lots Numbered 8 and 9 as the said Lots are known and designated on the record plat of the Waterford Commons Business Park North PUD Tract 2 as recorded in Plat Book 36, Page 67, in the Office of the Recorder of Elkhart County, Indiana.

The described real estate shall be referred to throughout this Agreement as the "Subject Real Property".

2. POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

A. The Post-Construction Stormwater Management Plan, hereinafter referred to as "PCSMP", was filed by Owner with the City of Goshen Stormwater Department. The PCSMP was approved by the City of Goshen Stormwater Utility Board and is available for copying and/or review in the City of Goshen's Stormwater Department. The PCSMP is specifically incorporated into this Agreement by reference, and made a part hereof.

B. The Owner is responsible for implementing and funding the PCSMP. If a third party assumes these responsibilities, the Subject Real Property owner shall notify the City of Goshen's Stormwater Department prior to the transfer of responsibility.

3. MAINTENANCE PLAN

A. The PCSMP establishes the maintenance plan for the Subject Real Property.

B. Owner, or its successors in interest, shall timely and properly implement all post-construction pollution control measures identified in the PCSMP, or otherwise ensure that all post-construction pollution control measures identified in the PCSMP are properly implemented.

C. Owner, or its successors in interest, shall perform all routine and extraordinary maintenance of stormwater management practices identified in the PCSMP, or otherwise ensure that all routine and extraordinary maintenance of stormwater management practices identified in the PCSMP are performed.

D. If for any reason Owner, or its successors in interest, fails to fulfill the obligation to implement all post-construction pollution control measures identified in the PCSMP or fails to timely or properly maintain any stormwater facility, structure or operation identified in the PCSMP, the City of Goshen's Stormwater Department may elect to assess the real estate owner with an assessment of sufficient size to fund the proper maintenance of all pollution control measures and stormwater structure, facility and operation as identified in the PCSMP until Owner , or its successors in interest, resumes such responsibility. Owner, or its successors in interest, shall have no right to rely on the City of Goshen's Stormwater Department assuming such obligation under the terms of this section, nor will Owner, or its successors in interest, be released from any obligation to implement such measures or continue such maintenance if City elects to collect assessments or provide maintenance under the terms of this section.

4. INSPECTION, REPAIRS AND CORRECTIVE ACTIONS

A. Once every five (5) years Owner, or its successors in interest, shall at their own expense have a "best management practice inspection", as defined in 327 IAC 15-13-5(1), conducted by a qualified professional. A copy of the inspection report shall be filed with City's Department of Stormwater Management. Any needed maintenance or repair work identified in the report shall be completed within sixty (60) days of the report.

B. The City, or its designee, is authorized to access the Subject Real Property, as City deems necessary to conduct inspections of the stormwater management practices, facilities, structures, operations, or drainage easements to determine if the facilities are being properly maintained.

C. Upon notification by Goshen's Department of Stormwater Management of maintenance problems, which require repairs or other correctable action, Owner, or its successors in interest, shall complete such repairs or corrective action within sixty (60) days.

D. If Owner, or its successors in interest, does not believe repairs or corrective action identified by Goshen's Department of Stormwater Management are warranted, Owner, or its successors in interest, may appeal the determination to the Board of Stormwater Management by filing a written appeal with the presiding officer of the Board of Stormwater Management within twenty (20) days of the receipt of the notice of the need to make repairs or take corrective action.

E. If Owner, or its successors in interest, association fails to make repairs or take corrective action within sixty (60) days and fails to appeal the need to make such repairs or take such corrective action to the Board of Stormwater Management within twenty (20) days, City is authorized to make the needed repairs or take such corrective action and charge the cost of the repairs and/or correction action to Owner, or its successors in interest. If Owner , or its successors in interest, association fail to pay the costs billed, City may take any action necessary to have the unpaid costs assessed against Owner , or its successors in interest, collected with the real estate taxes as a special charge against the real estate. City may take legal action to force Owner, or its successors in interest, to make the needed repairs or to take corrective action without making the needed repairs or taking the correction action if City so elects.

5. REAL ESTATE OWNERS' RESPONSIBILITIES To the extent that the following duties are not carried out by Owner, the Subject Real Property owner, or some other third party, the owner of the Subject Real Property shall be responsible for each of the following:

A. Maintenance of each post-construction stormwater quality measure located on or used to benefit the owner's real estate.

B. Informing any entity taking title to a portion of the Subject Real Property with a narrative description of the maintenance guidelines for all post-construction stormwater quality measures prior to the transfer of title to the new owner.

C. Maintenance of all stormwater maintenance facilities and drainage systems in good working order.

D. Maintenance of all natural drainage for any portion of the owner's real estate not served by stormwater maintenance facilities or drainage systems.

E. Maintenance of all erosion sediment control systems installed on the owner's real estate unless such systems were temporary measures only intended to be in place during construction.

F. Maintenance of all drainage swales on the owner's real estate so the swales do not cause erosion in the receiving channel or at the outlet.

G. Protection of all natural features such as wetlands and sinkholes on owner's real estate from stormwater runoff pollution.

6. AGREEMENT RUNNING WITH REAL ESTATE This Agreement shall run with the Subject Real Property and be binding upon all successors in interest and assigns. The sale of real estate by Owner , or its successors in interest, does not relieve Owner , or its successors in interest, of any obligation created by this Agreement unless City executes a written release, releasing owner from all liability created by this Agreement.

7. DEED COVENANTS Every deed executed to transfer any portion of the Subject Real Property shall contain a covenant providing for the maintenance of stormwater facilities and for pollution control measures in the following form.

> This real estate is subject to the City of Goshen Post-Construction Stormwater Ordinance. The owner of this real estate and any successors in interest to the owners of the real estate are responsible for the operation, maintenance and repair of all pollution control measures on or affecting the real estate and for the operation, maintenance and repair of all stormwater maintenance facilities, structures or operations described in the Post-Construction Stormwater Management Plan applicable to this real estate and filed with the City of Goshen Stormwater Department. City of Goshen is granted an access and maintenance easement over the real estate to inspect and maintain the stormwater facilities located on the real estate.
>
> In the event the owner of this real estate fails to maintain the stormwater facilities, structures or operations in good working order or fails to properly carry out any pollution control measures applicable to the real estate, the City of Goshen, after notice to the real estate owner, may repair such stormwater facilities or carry out such pollution control measures and charge such costs and expenses to the owner of the real estate at the time the repairs were made or the measures were carried out. Such costs, if not paid upon billing, shall constitute a lien upon the real estate and an encumbrance to the title to the real estate.

8. MISCELLANEOUS

A. Owner, or its successors in interest, agrees that upon the sale of any portion of the Subject Real Property, Owner, or its successors in interest, will advise each prospective purchaser of this Agreement in writing prior to the sale.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by either party relating to or arising out of this Agreement shall be in Elkhart County, State of Indiana.

C. If it becomes necessary for any party to this Agreement to institute litigation in order to enforce or construe the terms and provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.

D. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this Agreement or existing at law or equity. Every power or remedy provided in this Agreement may be exercised concurrently or independently and as often as deemed appropriate.

E. This Agreement contains the entire agreement between the parties respecting the matters set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement on this, the _____ day of _____, 20_____ by the City, and the 5TH day of JUNE, 2020 by the Owner.

Board of Stormwater Management

_____
Jeremy Stutsman, Mayor

_____
Michael Landis, Member

_____
Mitchell Day, Member

Elliott Anne, LLC by Len E. Morris, Managing Member

_____
Len E. Morris, Managing Member

State of Indiana)
) SS:
County of Elkhart)

Before the undersigned, a Notary Public, personally appeared Jeremy Stutsman, Michael Landis, and Mitchell Day, the Mayor and members, respectively, of the City of Goshen Board of Stormwater Management and acknowledged the execution of the foregoing instrument this _____ day of _____, 20_____.

_____
Notary Public (Signature and Seal)

_____
Printed Name

County of Residence: _____

My Commission Expires: _____

Commission Number: _____

State of Indiana)
) SS:
County of Elkhart)

Before the undersigned, a Notary Public, personally appeared Len E. Morris, Managing Member, of Elliott Anne, LLC and acknowledged the execution of the foregoing instrument this 5th day of June, 2020.

_____
Notary Public (Signature and Seal)

Kimberly A. Menczynski
Printed Name

County of Residence: Elkhart

My Commission Expires: 2-16-2025

Commission Number: _____

NOTARY PUBLIC SEAL INDIANA

Kimberly A. Menczynski
Notary Public
State of Indiana
My Commission Expires
February 16, 2025

ABONMARCHE

POST-CONSTRUCTION STORMWATER INSPECTION REPORT FORM

Elliott Anne, LLC for Ascot/SWC - Proposed Building

THE PROJECT IS LOCATED AT 1740 ARDMORE COURT IN GOSHEN, INDIANA.

THE PROJECT IS LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

THE PROJECT IS LOCATED ON LOTS NUMBERED 8 AND 9 OF THE WATERFORD COMMONS BUSINESS PARK NORTH PUD TRACT 2 SUBDIVISION. THE RECORD PLAT FOR THE WATERFORD COMMONS BUSINESS PARK NORTH PUD TRACT 2 IS RECORDED IN PLAT BOOK 36 AT PAGE 67 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

THE PROJECT IS LOCATED AT 1740 ARDMORE COURT IN GOSHEN, INDIANA. THE PROJECT IS GENERALLY LOCATED 1,050 FEET SOUTH OF KERCHER ROAD (COUNTY ROAD #38) AND 750 FEET WEST OF DIERDORFF ROAD (COUNTY ROAD #27) ON THE SOUTH SIDE OF THE CITY OF GOSHEN, INDIANA.

PRECIPITATION AMOUNTS CAN BE OBTAINED AT
https://www.cocorahs.org/ViewData/ListDailyPrecipReports.aspx

DATE: _____ **TIME:** _____

INSPECTOR'S NAME: _____

INSPECTOR'S ADDRESS: _____

_____

INSPECTOR'S PHONE NUMBER AND EMAIL: _____

INSPECTOR'S QUALIFICATIONS: _____

INSPECTION CHECKLIST		
MAINTENANCE ITEM	**SATISFACTORY (S) UNSATISFACTORY (US)**	**COMMENTS**
TRASH MANAGEMENT **MONTHLY (MINIMUM) & AFTER EACH STORM EVENT OF 3-INCHES OR GREATER** **REMOVE TRASH FROM VEGETATED AREAS PRIOR TO MOWING.**		
COLLECT AND REMOVE ALL TRASH INCLUDING FAST-FOOD CONTAINERS, CANS, WATER BOTTLES, PACKAGING MATERIALS, PLASTIC BAGS, STYROFOAM, PLASTIC SHEETING, CARDBOARD, ETC. FROM THE BOUNDARIES OF THE PROJECT. THIS INCLUDES ALL VEGETATED AREAS (LAWN AREAS, LANDSCAPED AREAS, ALL VEGETATED AREAS), FROM ALL PAVED AREAS (ASPHALT AND CONCRETE), AND AREAS ADJACENT TO THE BUILDING. **COLLECTED TRASH AND DEBRIS SHALL BE PLACED IN THE DUMPSTER (ROLLOFF CONTAINER) AT THE PROJECT.**		
VERIFY THAT PROJECT DUMPSTER (ROLLOFF CONTAINER) IS BEING MAINTAINED REGULARLY, IS COVERED (LID, ETC.), AND IS LEAK FREE. THE DUMPSTER AT THE DEVELOPMENT WILL BE MAINTAINED BY OTHERS. **AN OVERFLOWING, UNCOVERED, OR LEAKING DUMPSTER IS UNACCEPTABLE.**		

ARE ALL SPILLS OF TRASH, WASTE MATERIALS, AND DEBRIS ADJACENT TO THE DUMPSTER BEING COLLECTED AND PLACED IN THE DUMPSTER AS THEY OCCUR?		
VEGETATION **INCLUDES ALL LAWN AREAS, LANDSCAPING AREAS, SWALES, ALL VEGETATED AREAS** **MAINTENANCE REQUIRED FREQUENTLY DURING GROWING SEASON (DO NOT CUT VEGETATION SHORTER THAN 3-INCHES)** **DO NOT MOW DURING PERIODS OF DROUGHT OR EXTREME HEAT.** **DO NOT APPLY FERTILIZERS WITHIN 48 HOURS OF AN EXPECTED RAIN EVENT OR DURING PERIODS OF DROUGHT.**		
ANY SIGNS OF EROSION?		
ANY SIGNS OF SPARSE VEGETATION?		
ANY SIGNS OF DISEASED OR DYING VEGETATION		
ARE AREAS BEING REPAIRED AND RESEEDED OR RESTABILIZED AS NEEDED? **ALL SEEDING REQUIRES SECURED MULCH.**		
IS MOWING OCCURRING REGULARLY DURING GROWING SEASON?		

STRUCTURAL MAINTENANCE/REPAIR **STORMWATER INLET STRUCTURES (STRUCTURES WITH OPEN GRATES INCLUDING STRUCTURE LOCATED IN THE CURBING OF ARDMORE COURT AND DIRECTLY ADJACENT TO THE PROJECT, LOADING DOCK TRENCH DRAINS, YARD INLET STRUCTURES, AND STORM CLEANOUT STRUCTURES** **ANNUAL (MINIMUM) & AFTER EACH STORM EVENT OF 3-INCHES OR GREATER**		
ARE GRATES ON STORMWATER STRUCTURES (STRUCTURES WITH OPEN GRATES), STORM CLEANOUTS, YARD INLETS, AND LOADING DOCK TRENCH DRAINS IN GOOD REPAIR - NO CRACKS, BREAKAGE, ETC.? **REPLACE/REPAIR IF DAMAGED OR BROKEN**		
ARE THERE ANY SIGNS OF BLOCKAGE WITHIN THE STORMWATER STRUCTURES, LOADING DOCK TRENCH DRAINS, YARD INLETS, STORM CLEANOUTS? (I.E.: STANDING WATER) **CONTACT A PROFESSIONAL TO REMOVE BLOCKAGE**		
ARE THERE ANY SIGNS OF DAMAGE TO THE PIPES LOCATED WITHIN THE STRUCTURES? **CONTACT A PROFESSIONAL TO COMPLETE REPAIRS**		
ARE DOWNTURN PIPES (90 DEGREE ELBOWS) IN PLACE AND SECURE WITHIN THE CATCH BASIN STRUCTURES AT THE PROJECT? **REPAIR AS NEEDED.**		

MANHOLE SUMP AREAS SEDIMENT REMOVAL WHEN SUMP VOLUME IS REDUCED BY 1/3 OF THE ORIGINAL DEPTH TO INVERT OF THE LOWEST PIPE OR OPENING OUT OF THE BASIN. **(AS NEEDED, TO BE DONE BY A PROFESSIONAL ONLY)**		
OIL/WATER SEPARATORS **NOTE: CONFINED SPACE PROTOCOLS TO BE FOLLOWED WHEN CLEANING OIL/WATER SEPARATOR UNIT. COLLECTED MATERIAL IS CLASSIFIED AS A HAZARDOUS WASTE. CLEANINGS TO BE DONE BY QUALIFIED PROFESSIONALS.** **ANNUALLY (MINIMUM), AFTER EACH STORM EVENT OF 3-INCHES OR GREATER, AND IF ANY OF THE FOLLOWING OCCUR:** **a) 10-INCHES OF SLUDGE OR MORE HAS ACCUMULATED IN UNIT** **b) A LAYER OF OIL IS VISIBLE** **c) ILLEGAL DUMPING OR A SPILL IMPACTS THE UNITS**		
DO OIL/WATER SEPARATOR UNITS HAVE REMAINING CAPACITY? **NOTE DEPTH OF SLUDGE, UNITS TO BE CLEANED WHEN DEPOSITS REACH 10-INCHES OR MORE.**		
IS A LAYER OF COLLECTED PETROLEUM PRODUCTS VISIBLE WITHIN THE UNITS? **UNIT IS TO BE CLEANED.**		
ARE UNITS BEING MAINTAINED ON A REGULAR BASIS BY QUALIFIED PROFESSIONALS? **MAINTENANCE OF UNITS IS CRITICAL. FAILURE TO MAINTAIN THE UNITS WILL ALLOW COLLECTED SLUDGE AND PETROLEUM PRODUCTS TO EXIT THE UNITS DURING STORM EVENTS.**		

ANY SIGNS OF BLOCKAGE WITHIN THE UNITS? **CORRECT**		
ANY SIGNS OF SPILLS OR ILLEGAL DUMPING IN OR ADJACENT TO THE UNITS? **ADDRESS**		
ARE LIDS (2 SOLID LIDS) ON EACH UNIT IN GOOD CONDITION WITH NO SIGNS OF BREAKAGE OR DAMAGE? **REPLACE/REPAIR IF DAMAGED OR BROKEN**		
PAVEMENT MAINTENANCE **MINIMUM OF ANNUALLY WITH LEAKS AND SPILLS OF VEHICULAR FLUIDS TO BE COLLECTED AND REMOVED FROM PAVED SURFACES AS THEY OCCUR**		
CONDUCT REGULAR CLEANINGS OF THE PAVED AREAS. SWEEP PAVED AREAS PRIOR TO THE ONSET OF THE WET SEASON (MINIMUM). BIANNUAL SWEEPINGS IN THE FALL (AFTER LEAVES HAVE FALLEN) AND SPRING (WHEN THE USE OF SAND/SALT HAS ENDED) ARE RECOMMENDED. OPEN GRATE STRUCTURES, WHICH COULD BE IMPACTED BY THE SWEEPING, SHALL BE SEALED PRIOR TO SWEEPING. A VACUUM ASSISTED SWEEPER IS RECOMMENDED.		

WHEN REPAIRS OF CONCRETE SURFACES (SLABS, WALKS, LOADING DOCKS, ETC.) OCCUR AT THE PROJECT, DO SO DURING PERIODS OF DRY WEATHER ONLY. SEAL ANY STORMWATER INLETS (OPEN GRATE STRUCTURES) LOCATED WITHIN OR DIRECTLY ADJACENT TO THE REPAIR AREA WITH A WATERPROOF MATERIAL PRIOR TO THE PLACEMENT OF CONCRETE. REMOVE COVERS ONCE REPAIR WORK IS COMPLETED. **FOLLOW PROPER CONCRETE WASHOUT MATERIAL DISPOSAL METHODS (I.E.: CONCRETE WASHOUT PIT OR SELF-CONTAINED WASHOUT SYSTEM ON CONCRETE DELIVERY TRUCK (PREFERRED METHOD)).**		
WHEN REPAIRING ASPHALT, PRE-HEAT, TRANSFER, OR LOAD HOT BITUMINOUS MATERIAL AWAY FROM ALL STORMWATER INLET STRUCTURES (OPEN GRATE STRUCTURES). SEAL ANY STORMWATER INLETS LOCATED WITHIN OR ADJACENT TO THE REPAIR AREA WITH A WATERPROOF MATERIAL PRIOR TO THE PLACEMENT OF BITUMINOUS MATERIALS, SEAL COATS, OR RELATED PRODUCTS. REMOVE COVERS ONCE REPAIR WORK IS COMPLETED. **CONDUCT SURFACE REPAIRS DURING DRY WEATHER ONLY.**		

REMOVE LEAKS AND SPILLS OF VEHICULAR FLUIDS FROM THE SURFACE OF PAVED AREAS AS THEY OCCUR. AN ABSORBENT SUCH AS KITTY LITTER CAN BE USED FOR THIS PURPOSE. **DISPOSE OF USED ABSORBENTS FOLLOWING LOCAL, STATE, AND FEDERAL GUIDELINES.**		
TRENCH DRAINS IN LOADING DOCKS **THE FOLLOWING MAINTENANCE OF THE TRENCH DRAINS AT THE PROJECT IS TO OCCUR PRIOR TO EACH CLEANING OF THE OIL/WATER SEPARATOR UNITS AT THE PROJECT - MINIMUM OF ANNUALLY**		
UNBOLT GRATES (IF BOLTED) AND REMOVE GRATES, PLACE GRATES ADJACENT TO TRENCH DRAIN, DO NOT STACK GRATES, GRATES NEED TO BE RETURNED TO THEIR ORIGINAL LOCATIONS.		
REMOVE COLLECTED SEDIMENT USING A LONG-HANDLED SCRAPPER SUCH AS A HOE. BAG SEDIMENT FOR DISPOSAL. **TREAT COLLECTED SEDIMENT AS A HAZARDOUS WASTE AND DISPOSE OF FOLLOWING THE REQUIREMENTS OF THE CITY OF GOSHEN, ELKHART COUNTY, AND THE STATE OF INDIANA.**		

ALLOW TRENCH TO DRY AND COLLECT REMAINING SEDIMENT BY SWEEPING OR VACUUMING. BAG SEDIMENT FOR DISPOSAL. **TREAT COLLECTED SEDIMENT AS A HAZARDOUS WASTE AND DISPOSE OF FOLLOWING THE REQUIREMENTS OF THE CITY OF GOSHEN, ELKHART COUNTY, AND THE STATE OF INDIANA.**		
RETURN GRATES TO ORIGINAL POSITIONS AND REBOLT (IF BOLTED).		

COMMENTS

CORRECTIVE ACTIONS TAKEN/MAINTENANCE PERFORMED

Prepared By

This instrument prepared by Hillary J. Chrisman-White, Engineering Associate, Abonmarche Consultants, 1009 South 9th Street, Goshen, Indiana 46526

Social Security Redaction Statement

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Hillary J. Chrisman-White

Cross-References

1. This document to be Cross-Referenced to Instrument #2018-15385 (Post-Construction Stormwater Management Plan (PCSMP) Retention Basins at Waterford Commons Business Park North PUD Tract 2) as recorded in the Office of the Recorder of Elkhart County, Indiana.

2. This document to be Cross-Referenced to Instrument #2016-25422 (Record Plat of Waterford Commons Business Park North, PUD Tract 2) as recorded in the Office of the Recorder of Elkhart County, Indiana.

Return To

Jason Kauffman, Stormwater Coordinator, City of Goshen, 204 E. Jefferson Street, Suite #1, Goshen, Indiana 46528

ABONMARCHE

Engineering • Architecture • Land Surveying
1009 South 9th Street • Goshen, Indiana 46526
T 574.533.9913 • F 574.533.9911

CITY OF GOSHEN LEGAL DEPARTMENT
City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405
Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

June 29, 2020

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Early Retirement Agreement with Keitha Windsor

In accordance with Ordinance 5047, Keitha Windsor has submitted application for COVID-19 early retirement from City employment effective August 1, 2020. Keitha has been employed with the City for 15+ years and is eligible to receive the lump sum of Fifteen Thousand Dollars ($15,000) as a COVID-19 early retirement incentive.

I reluctantly recommend that the Board approve and execute the Early Retirement Agreement with Keitha Windsor.

COVID-19 EARLY RETIREMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2020, by and between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety, (hereinafter referred to as "City"), and **Keitha Windsor**, (hereinafter referred to as "Employee").

WHEREAS, the Goshen Common Council passed Ordinance 5047 to offer an early retirement incentive to certain employees who need to take extra precautions to reduce the risk of contracting COVID-19.

WHEREAS, City's COVID-19 early retirement incentive is offered to employees meeting the eligibility requirements who submit application by August 1, 2020 and elect to voluntarily retire early from City employment on or before October 1, 2020. The early retirement incentive is a lump sum payment up to a maximum of Fifteen Thousand Dollars ($15,000) and based on the number of hours for which the employee received compensation for the 2019 calendar year (but not greater than two thousand eighty (2,080) hours) divided by two thousand eighty (2,080) hours and multiplied by Five Thousand Dollars ($5,000) for employees with five (5) years of continuous service to the City. The Five Thousand Dollars ($5,000) multiplier shall increase by One Thousand Dollars ($1,000) for each continuous year of service over five (5) years up to a maximum of Fifteen Thousand Dollars ($15,000) for fifteen (15) or more years of service.

WHEREAS, Employee has articulated apprehension of continued working for the City due to COVID-19 and elects to voluntarily retire early from City employment.

In consideration of the terms, conditions and mutual covenants contained in this Agreement, City and Employee agree as follows:

CERTIFICATION OF ELIGIBILITY

By the execution of this Agreement, Employee certifies that Employee meets the following eligibility requirements for the COVID-19 early retirement incentive in accordance with Ordinance 5047:

(a) Employee has at least five (5) years of continuous service with City in a position that is not considered a temporary, intermittent or seasonal position immediately prior to retirement.

(b) Employee has not previously announced the Employee's intention to retire from City employment.

(c) Employee meets at least one of the Centers for Disease Control and Prevention's following designated groups of people that are considered at high-risk for severe illness from COVID-19. These high-risk individuals include:

(i) People 65 years and older; or

(ii) People of all ages with underlying medical conditions, particularly if not well controlled, including people with chronic lung disease, moderate to severe asthma, serious heart condition, severe obesity (body mass index of 40 or higher), diabetes, chronic kidney disease being treated with dialysis, chronic liver disease, hemoglobin disorders, and people who are immunocompromised.

DATE OF RETIREMENT

Employee elects to voluntarily retire from employment with the City of Goshen which shall be effective on August 1, 2020. Employee's last day of employment will be July 31, 2020.

COVID-19 EARLY RETIREMENT INCENTIVE

In consideration of Employee's acceptance of this Agreement, City shall pay Employee the lump sum of Fifteen Thousand Dollars ($15,000) as a COVID-19 early retirement incentive. This payment will be made within twenty-one (21) days following the Employee's last day of employment.

OTHER PAYMENT DUE EMPLOYEE

In addition to the COVID-19 early retirement incentive, Employee will receive payment for the following, all in accordance with the current salary ordinance:

(1) Earned but unpaid wages as of the effective date of retirement listed above.

(2) Earned but unused compensatory time as of the effective date of retirement listed above.

(3) Earned but unused vacations leave and any vacation leave accrued since last anniversary date as of the effective date of retirement listed above.

(4) Accrued sick leave in excess of four hundred eighty (480) hours, up to a maximum of two hundred forty (240) hours, as of the effective date of retirement listed above.

(5) Increment pay based on the number of continuous calendar years of employment earned through January 1, 2020.

City will deduct from payment due to Employee federal, state and county withholding taxes and other deductions the City is required by law to make from wage payments.

HEALTH BENEFITS

(1) The terms of this Agreement do not increase or decrease Employee's entitlement to health insurance.

(2) The health insurance benefit currently provided to Employee by City will cease upon retirement from the City of Goshen except to the extent that Employee is entitled to health benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employee will receive separate notification of Employee's right to elect COBRA benefits. This Agreement is not intended to be Employee's notice to the Employee's right to elect such benefits.

(3) The health benefits currently provided by City may cease as early as the day after the effective date of retirement.

(4) Employee may be eligible to participate in a health insurance benefit plan offered through the Central States, Southeast and Southwest Areas Health and Welfare Fund. Employee's eligibility to participate in the health insurance benefit plan will be determined by the administrators of the Central States, Southeast and Southwest Areas Health and Welfare Fund.

PENSION BENEFITS

(1) The terms of this Agreement do not increase or decrease Employee's entitlement to pension benefits.

(2) Employee's eligibility for pension benefits will be determined by the administrators of the Public Employees' Retirement Fund (PERF).

(3) The amount of pension benefits which Employee will receive will be determined by the administrators of PERF.

RETURN OF CITY PROPERTY

Employee will deliver to City on or before the effective date of retirement all of the City of Goshen's property in Employee's possession, including, but not limited to, any uniforms, tools, equipment, keys, correspondence, memoranda, notes, records, data, information, or documents connected with Employee's employment with City of Goshen.

COOPERATION

Employee agrees to reasonably cooperate with City regarding transfer of all pending work and the transferring of Employee's knowledge with respect to City projects and procedures to City employees who remain employed with City.

VOLUNTARY RETIREMENT

(1) Employee's election to retire is the employee's free and voluntary act. Employee and City acknowledge that Employee's decision to retire has not been made under any threat of termination.

(2) Employee acknowledges that City's offer of an early retirement incentive has been fully explained to Employee. Employee has the right to consider the offer and to discuss the offer with financial advisors, attorneys, family or other persons of Employee's choosing.

UNEMPLOYMENT COMPENSATION

City and Employee acknowledge that City continues to have work for Employee if Employee would have elected to remain in City's employment. Since Employee's election to leave employment is voluntary, City and Employee agree that Employee is not eligible for unemployment compensation. Employee agrees that the Employee will not file for unemployment compensation.

WAIVER AND RELEASE OF CLAIMS

(1) Except for claims that cannot be released under applicable law or any claim that results from either party's failure to fulfill the obligations created by this Agreement, City and Employee release, acquit and discharge any claim of any kind or character that City or Employee may have against the other party.

(2) Employee acknowledges that, among other rights, Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act, as amended, that this waiver and release is knowing and voluntary, and that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled as an employee of the City. Employee does not waive any rights or claims that may arise after the effective date of this Agreement.

(3) Employee acknowledges that in accordance with the provisions of the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, Employee was given a period of at least forty-five (45) days to consider and accept the terms of this Agreement and was advised to consult with an attorney prior to executing this Agreement.

(4) Employee has also been notified that Employee has a right to revoke this Agreement within seven (7) days from the date Employee signs and returns this Agreement to City (the "revocation period").

(5) If Employee decides to revoke this Agreement, Employee must send a written notice of the revocation to the Goshen Legal Department at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

(6) If Employee does not revoke this Agreement during the revocation period, the effective date of this Agreement will be upon expiration of the revocation period (the eighth (8^{th}) day following Employee's execution of the Agreement), or the date this Agreement is executed by the Board of Public Works and Safety, whichever is later.

MISCELLANEOUS

(1) This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this Agreement shall be in Elkhart County, Indiana.

(2) In the event that either party brings an action to enforce any right conferred by this Agreement or to force the other party to fulfill any obligation imposed by this Agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

(3) In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(4) All provisions, covenants, terms and conditions of this Agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

(5) This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Employee.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set forth below.

EMPLOYEE

Keitha Windsor

Keitha Windsor

Date: 6/26/2020

CITY
Goshen Board of Public Works and Safety

Jeremy P. Stutsman, Mayor

Michael A. Landis, Board Member

Mary Nichols, Board Member

Date: _____

From: Michael Groves
To: Scharf, Adam
Subject: 809 Emerson
Date: Tuesday, June 23, 2020 11:14:26 AM

Adam,
I am requesting to set a dumpster in front of the home at 809 Emerson St. It will be there approximately 4 weeks. It will take of two parking spaces.

Thanks,
Mike Groves
Mike's Custom Carpentry
574-584-4790

Sent from Yahoo Mail on Android