



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. April 27, 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/81047495888>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – None

Changes to Agenda

NEW BUSINESS

- (1) Memorial Day Parade (Sink)
- (2) Placement of Dumpster in front of Elephant Bar for Last Week of April (Scharf)
- (3) East Goshen Water Main Replacement: Advertise for Bids, PN: 2019-0037 (Sailor)
- (4) Main St. Closure and Restrictions from Madison St. to Pike St., JN: 2016-0038 (Sailor)
- (5) Main St. Closure: Jefferson St., Washington St., and Clinton St. Temporary Perpendicular Parking (Sailor)
- (6) Road Closure Request: Washington St. and Cottage Ave., JN: Streets – Washington St. (Sailor)



- (7) Goshen Fiber Abandonment Agreement (Sailor)
- (8) H & S Braun Minor Subdivision – Acceptance of Plat (Yoder)
- (9) Transfer Public Right-of-Way at S. Main St. and Kercher Rd. (Marks)

APPROVAL OF CLAIMS

Adjournment



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

April 23, 2020

To: The Board of Works and Public Safety

RE: Memorial Day Parade

From: Fire Chief Dan Sink

On behalf of the VFW and the DAV; I would like to request permission for the annual Memorial Day Parade on Monday, May 25, 2020. The parade will begin at 10 – 10:15a. This year is unique in that Main St. paving may not be completed and you will find a second suggested parade route should we need to use it.

The planned parade route will be the usual; starting on Jefferson St at the police department – Main – Pike – N. First – to Oakridge Cemetery. Thank you.

The second planned route (back-up) would be starting on Jefferson St at the police department – 3rd Street – Pike – N. First – to Oakridge Cemetery

I would also like to request the closing of Jefferson Street in front of the Goshen Police Department from Main St. east to 6th St and S. 5th between Washington and Madison for parade staging by 8a.



**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: **EAST GOSHEN WATER MAIN REPLACEMENT
PROJECT NO. 2019-0037**

DATE: April 27, 2020

The Engineering Department requests permission to advertise for bids for the East Goshen Water Main Replacement project. The bids for the project will be due Monday, May 25, 2020.

The funds have been appropriated and are available for this project, and your approval would be appreciated.

Requested Motion: Approve permission for the Engineering Department to advertise for bids for Project No. 2019-0037 – East Goshen Water Main Replacement.

Thanks!!



**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: Dustin Sailor, P.E., Director of Public Works

RE: **MAIN STREET CLOSURE AND RESTRICTIONS FROM MADISON STREET TO PIKE STREET (JN: 2016-0038)**

DATE: April 27, 2020

It is requested the Board of Works allow the closure of Main Street from Madison Street to Pike Street from May 4 to May 16, 2020. During this closure, local traffic will be detoured to 3rd Street. During the closure, the existing asphalt pavement will be milled 5", a section of existing concrete roadway will be removed and reconstructed and new asphalt pavement will be placed over the existing concrete roadway. No traffic or on street parking will be allowed on Main Street during the closure. Following the full closure, Main Street will be partially restricted from May 18 thru June 1, 2020, for the placement of the new pavement markings and signs. The pavement markings will be installed on one-half the roadway at a time requiring the restriction. The current schedule will have all work completed June 1, 2020.

Requested motion:

Move to approve the closure of Main Street between Madison Street and Pike Street from May 4 thru May 16, 2020, and allow lane restrictions from May 18 thru June 1, 2020.

ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



**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: Dustin Sailor, P.E., Director of Public Works

RE: **MAIN STREET CLOSURE - JEFFERSON ST., WASHINGTON ST., AND CLINTON ST. TEMPORARY PERPENDICULAR PARKING (JN: 2016-0038)**

DATE: April 27, 2020

PUBLIC NOTICE

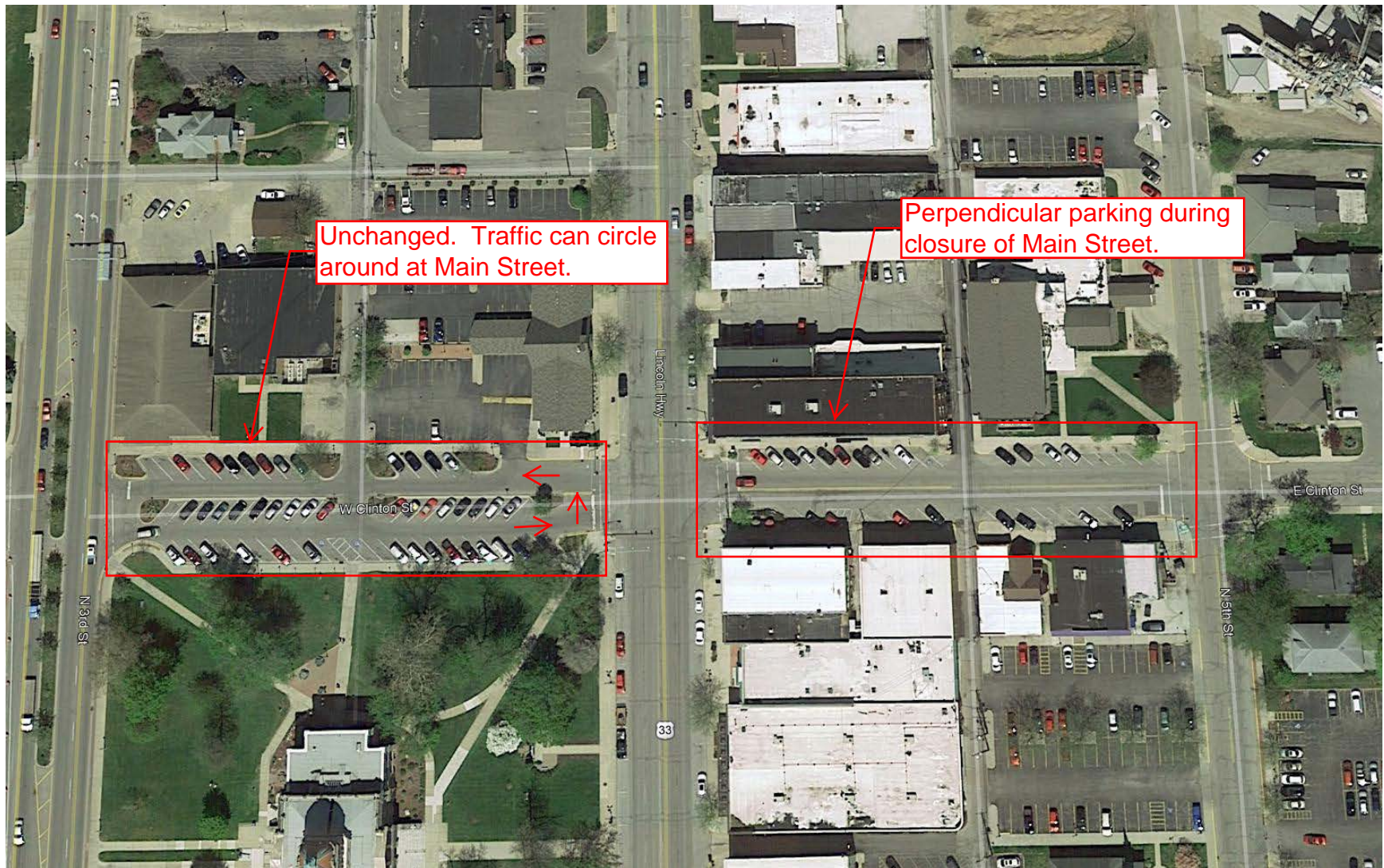
During the Main Street closure from May 4 thru May 16, 2020, the angled parking on Jefferson Street, Washington Street and Clinton Street will be temporarily changed to perpendicular parking. The existing pavement marking will not be changed but the City of Goshen Street Department will place signs to inform the traveling public. A letter will be mailed to the businesses to inform them of the temporary change with on street parking. See attached maps for the affected areas.



Jefferson Street Block – Temporary Perpendicular Parking From May 4 Thru May 16, 2020



Washington Street Block – Temporary Perpendicular Parking From May 4 Thru May 16, 2020



Clinton Street Block – Temporary Perpendicular Parking From May 4 Thru May 16, 2020



**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 Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **ROAD CLOSURE REQUEST – WASHINGTON STREET & COTTAGE AVENUE
(JN: STREETS – WASHINGTON STREET)**

DATE: April 27, 2020

The sanitary sewer at the intersection of Washington Street and Cottage Avenue has a failure at or near the manhole structure that has developed a sinkhole and road settlement. Goshen Utilities requests the Board's permission to close the intersection on Monday, April 27, 2020. Because of the sewer's depth and the anticipated extent of the surface repairs, closure of the intersection is requested through Wednesday, May 6, 2020.

Requested Motion: Move to approve the closure of the intersection of Washington Street and Cottage Avenue from Monday, April 27 through Wednesday, May 6, 2020, for sewer utility repairs.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member



**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 Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **GOSHEN FIBER ABANDONMENT AGREEMENT
(JN: 2007-2014)**

DATE: April 24, 2020

In 2002, the City installed multimode fiber in downtown Goshen to connect City buildings. These fiber runs are connected to utility poles that the City pays annual attachment fees for. With the installation of single-mode buried fiber downtown, the aerial multimode fiber runs between the Goshen Police Department, the Goshen Fire Department, and the Goshen Water/Sewer Department are no longer required. To avoid future conflicts and to clear the right-of-way for the forthcoming River Race Drive project, Goshen Engineering Department sought a proposal from Teledata, who was the original fiber installer, who was the City's most recent buried fiber installer, and who has the best knowledge of the City's fiber infrastructure to remove the unused fiber. Teledata offered a proposal to remove the fiber in one month's time for a fee of \$8,220.00.

Requested Motion: Move to approve an agreement with Teledata to remove unused downtown multimode fiber for a fee of \$8,220.00.

AGREEMENT

Remove Multi-mode Fiber

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between TDI Technologies, Inc. hereinafter referred to as “TeleData”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City's old, multi-mode fiber is hanging on NIPSCO's poles. We have an agreement with NIPSCO, and every year we pay a pole attachment fee. Since we are no longer using the multi-mode fiber, we need to remove it so we can terminate the agreement with NIPSCO.

WHEREAS, the City desires to contract with TeleData, and TeleData agrees to remove the City's old multi-mode fiber in downtown Goshen.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

TeleData shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the removal of the City's old, multi-mode fiber in downtown Goshen.

TeleData shall remove unused, inactive multimode fiber attached to NIPSCO's poles in downtown Goshen while maintaining the active fiber. The fiber cable to be removed shall include:

- between the Police Department (111 E. Jefferson Street) and Central Fire Station (209 N. Third Street); and
- from the Central Fire Station to the Goshen Water Department (308 N. Fifth Street).

A segment of the old multi-mode fiber is hanging on a utility pole associated with the River Race Drive project. The utility pole at this location needs to be removed to allow River Race Drive project to proceed. For this reason, TeleData shall focus their initial efforts on removing the fiber cabling east of River Race Drive, south of Crowder's Law Office.

TeleData shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 8:00 pm. City shall be notified in advance if TeleData intends to work on a Saturday and/or a Sunday.

TeleData shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. TeleData shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Once TeleData mobilizes onto the project, progressive work effort shall be maintained to complete the work on or before the identified contract deadline. TeleData shall not redirect staff and/or essential equipment to other projects nor leave the City's contract work idle for a period longer than 5 workdays without prior written authorization from the City. The City recognizes there will be transition periods between scheduled activities, but the City and public should not experience prolonged absences of project's progress.

TeleData shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. TeleData acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. TeleData shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

TeleData’s work on the project shall begin within one week after receiving a notice to proceed from the City and shall be completed within thirty (30) calendar days from receipt of the notice to proceed.

COMPENSATION

The City agrees to compensate TeleData for the services in this agreement in accordance with TeleData’s fee schedule as set forth in the table below for the amount of Eight Thousand Two Hundred Twenty Dollars (\$8,220.00).

| | |
|------------|-------------------|
| Live Truck | \$600.00 |
| Labor | <u>\$7,560.00</u> |
| | \$8,220.00 |

Payment(s) to TeleData for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from TeleData for work completed provided satisfactory performance of TeleData has been attained. TeleData is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City’s receipt of the detailed invoice from TeleData. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

TeleData shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of TeleData.

NON-DISCRIMINATION

TeleData agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. TeleData agrees that TeleData or any subcontractors, or any other person acting on behalf of TeleData or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee’s hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee’s or applicant’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

INDEMNIFICATION

TeleData agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by TeleData or any of their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney’s

fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, TeleData shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. TeleData shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage.

TeleData shall at least include the following types of insurance with the following minimum limits of liability:

| | |
|---|---|
| Workers Compensation & Employer’s Liability | Statutory Limits |
| General Liability | Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate |
| Automobile Liability..... | Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate |

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if TeleData fails to perform the work or comply with the provisions of this Agreement, and TeleData is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to TeleData of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. TeleData shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to TeleData expenses to correct the breach or complete the project. If such costs exceed the amounts owed to TeleData, TeleData is liable to reimburse the City for such costs.

If TeleData fails to perform the work or comply with the provisions of this Agreement, then TeleData may be considered in default.

TeleData may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by TeleData of any obligation or duty owed under the provisions of this Agreement.
- (2) TeleData is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) TeleData becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) TeleData becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for TeleData or any of TeleData's property.
- (6) TeleData is determined to be in violation of federal, state, or local laws or regulations and that such determination renders TeleData unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by TeleData without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. TeleData shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by TeleData. In such event, the City may issue a written notice of default and provide a period of time in which TeleData shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and TeleData shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to TeleData:

TDI Technologies, Inc.
Attention: Wesley J. Miller
1402 West Wilden Ave
Goshen IN 46528

and

City of Goshen
Attention: Engineering Department
204 East Jefferson St.
Goshen, IN 46528

APPLICABLE LAWS

TeleData agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

- A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

TeleData shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

TeleData shall not knowingly employ or contract with an unauthorized alien. TeleData shall not retain an employee or continue to contract with a person that the TeleData subsequently learns is an unauthorized alien.

TeleData shall require their subcontractors, who perform work under this contract, to certify to TeleData that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. TeleData agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if TeleData fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

TeleData affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if TeleData is wholly or partially owned by a relative of an elected official of the City of Goshen TeleData certifies that TeleData has notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of TeleData.

SEVERABILITY

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 the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

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

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and TeleData.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**City of Goshen
Board of Public Works and Safety**

TDI Technologies, Inc.

Jeremy P. Stutsman, Mayor

Wesley J. Miller, President

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety
From: Rhonda L. Yoder, Planning & Zoning Administrator
Date: April 27, 2020
RE: H & S Braun Minor Subdivision - Acceptance of Plat

A two-lot minor residential subdivision has been submitted, H & S Braun Minor Subdivision, generally located at the southeast corner of College Avenue and S 12th Street, with common addresses of 904 College Avenue and 1706 S 12th Street, zoned Residential R-1 District.

The subject property is two tax parcels, established by a deed transfer in 1993, without an approved subdivision. Prior to the 1993 deed transfer, the subject property was one unplatted tax parcel. Because the 1993 deed transfer established an additional building lot, the transfer should not have occurred without an approved subdivision, as required by the Goshen Subdivision Ordinance. Since the transfer occurred without an approved subdivision, no approvals or permits may be issued for either parcel until there is an approved, recorded subdivision.

The subject property includes an existing single family house at 904 College Avenue (proposed Lot 1) and an undeveloped parcel to the south at 1706 S 12th Street (proposed Lot 2), which has a prospective buyer who intends to build a single family house.

All public infrastructure (street, water, sewer) and subdivision drainage is existing. Connection to City water and sewer is required.

The lots as proposed exceed the minimum frontage and area requirements, and the proposed site plan shows that all developmental requirements are able to be met for the proposed Lot 2.

Dedication of right of way 20' in width is required along the College Avenue frontage of Lot 1, to reflect existing right of way.

Please accept H & S Braun Minor Subdivision with dedication of right of way and sign the plat.

MOTION: Move to accept the plat of H & S Braun Minor Subdivision with dedication of right of way.



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

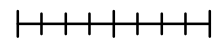
904 College & 1706 S 12th St

2019 Aerial
Printed April 2, 2020



Feet

0 37.5 75 150



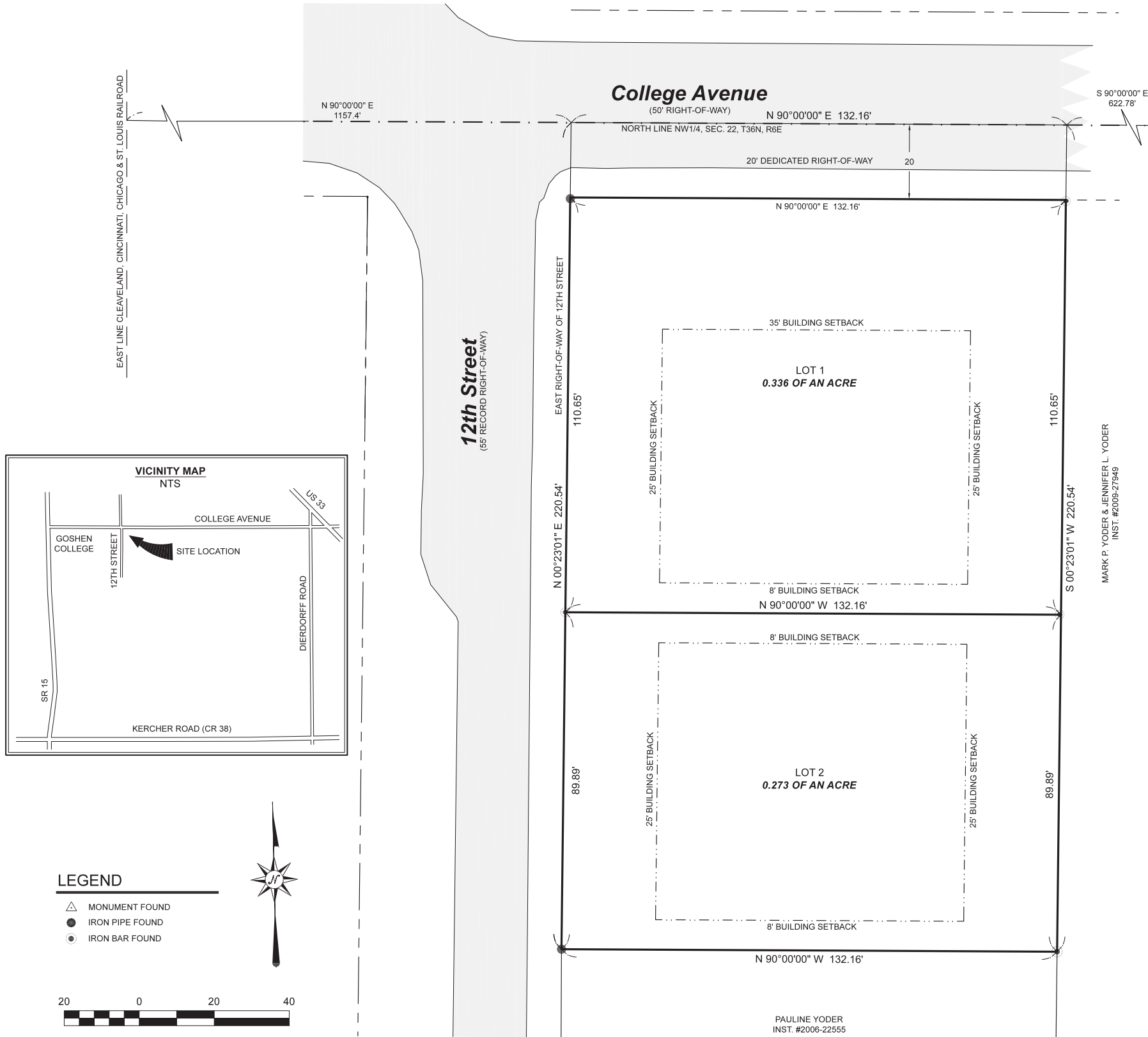
1 inch = 150 feet

The City of Goshen
Department of

Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

H & S BRAUN MINOR SUBDIVISION

Part of the NE1/4, of the NW1/4 of Section 22,
Township 36 North, Range 6 East
Elkhart Township, Elkhart County
State of Indiana



Legal Description

A part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 22, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, State of Indiana, Surveyed by Travis R. Shetler, Registration No. LS21400008, with Advanced Land Surveying of Northern Indiana, Inc., as shown on a survey drawing dated 3-24-2020 for Project No. 200303, and being more particularly described as follows:

Beginning at a point on the North line of said Section, 1157.4 feet East from the point where the East right-of-way line of the Cleveland, Cincinnati, Chicago and St. Louis Railroad crosses said Section line; thence North 90°00'00" East along the North line of said Section a distance of 132.16 feet; thence South 00°23'01" West parallel with the East line of 12th Street a distance of 220.54 feet to a 3/4" iron rod; thence North 90°00'00" West parallel with the North line of said Section a distance of 132.16 feet to the East line of 12th Street marked by a 3/4" iron pipe; thence North 00°23'01" East along said East line a distance of 220.54 feet to the place of beginning of this description.

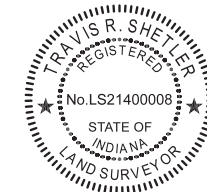
Containing 0.669 of an Acre of Land.

Flood Note

Based on scaling from the Flood Insurance Rate Map of Elkhart County, Indiana, Map Number 18039C0254 D, Dated 8/2/2011, the property is located within Zone "X".

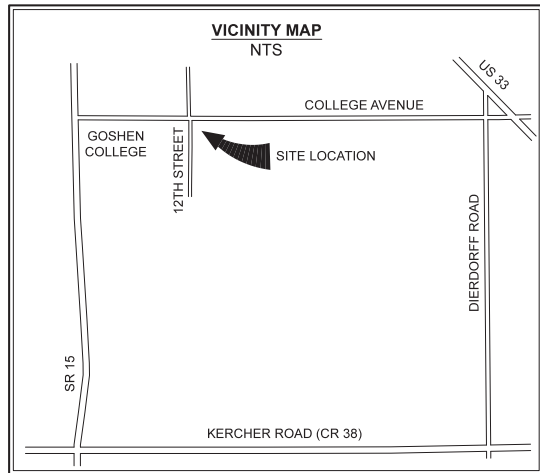
SURVEYOR'S CERTIFICATE

I, TRAVIS R. SHETLER, 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 MARCH 31, 2020, THAT ALL THE MONUMENTS ARE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIALS ARE ACCURATELY SHOWN.



Travis R. Shetler 4-20-2020
TRAVIS R. SHETLER, PS #LS21400008

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.



LEGEND


- ▲ MONUMENT FOUND
- IRON PIPE FOUND
- IRON BAR FOUND



FILE NAME: C:\Alpha\Shetler\Projects\200303 - Brighton\12th St\SWING\200303.dwg

LAST SAVED: 4/22/2020 8:13 AM

PRINTED: 4/22/2020 8:13 AM

| | |
|--|------------------------|
|  | |
| ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC. 17120 COUNTY ROAD 46, NEW PARIS, INDIANA 46553 (574) 849-4728 RONNIE L. JUSTICE P.L.S. | |
| DATE OF FIELD WORK: 3-24-2020 | PROJECT NUMBER: 200303 |
| SCALE: 1" = 20' | AUTHORIZED BY: RLJ |
| SHEET 1 OF 2 | DRAFTING BY: TRS |

H & S BRAUN MINOR SUBDIVISION

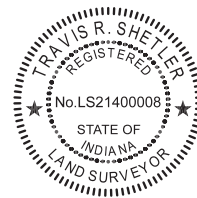
Part of the NE1/4, of the NW1/4 of Section 22,
Township 36 North, Range 6 East
Elkhart Township, Elkhart County
State of Indiana

GENERAL NOTES:

1. LOTS SHALL USE CITY OF GOSHEN WATER AND SEWER.
2. EXISTING HOUSE AND GARAGE ON LOT 1 DO NOT COMPLY WITH CURRENT ZONING SETBACK STANDARDS AND SHALL NOT BE REQUIRED TO COMPLY WITH SAID STANDARDS SO LONG AS THEY REMAIN IN AND/OR ARE REPAIRED IN THEIR CURRENT LOCATION AND CONFIGURATION AS SHOWN ON THE BOUNDARY SURVEY CROSS-REFERENCED HEREON.

SURVEYOR'S CERTIFICATE

I, TRAVIS R. SHETLER, 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 MARCH 31, 2020; THAT ALL THE MONUMENTS ARE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIALS ARE ACCURATELY SHOWN.



Travis R. Shetler
4-20-2020
TRAVIS R. SHETLER, PS #LS21400008

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.

PERIMETER BOUNDARY SURVEY RECORDED IN DOCUMENT #2020-07610, THERE HAVE BEEN NO CHANGES FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCED SURVEY, OR ANY PRIOR SUBDIVISION PLATS CONTAINED THEREIN ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION.

CERTIFICATE OF OWNERSHIP

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE (THEY) HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

STEVEN C. HAGE

ASHLEY D. HAGE

DAVID LANTZ, TRUSTEE, RAY LANTZ TRUST

DEED OF DEDICATION

WE THE UNDERSIGNED, STEVEN C. HAGE, ASHLEY D. HAGE, AND DAVID LANTZ, TRUSTEE OF "RAY LANTZ TRUST", OWNER(S) OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS H & S BRAUN MINOR SUBDIVISION.

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.

STEVEN C. HAGE

ASHLEY D. HAGE

DAVID LANTZ, TRUSTEE, RAY LANTZ TRUST

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 ____ DAY OF _____, 2020.

JEREMY P. STUTSMAN

MICHAEL A. LANDIS

MARY NICHOLS

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 ____ DAY OF _____, 2020

ZONING ADMINISTRATOR

NOTARIZATION STATEMENT

STATE OF INDIANA)
) SS
COUNTY OF ELKHART)

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED, STEVEN C. HAGE, ASHLEY D. HAGE, AND DAVID LANTZ, TRUSTEE OF "RAY LANTZ TRUST", AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2020.

MY COMMISSION EXPIRES _____.

SEAL

NAME _____ NOTARY PUBLIC

NOTARY PUBLIC IS A RESIDENT OF
ELKHART COUNTY, INDIANA

RECORDER

RECEIVED FOR RECORD THIS ____ DAY OF _____, 2020, AT _____ AND RECORDED IN PLAT BOOK _____, PAGE _____.

JENNIFER L. DORIOT, RECORDER OF ELKHART COUNTY

FEE: \$

AUDITOR

DULY ENTERED FOR TAXATION THIS ____ DAY OF _____, 2020

PATRICIA A. PICKENS, AUDITOR OF ELKHART COUNTY



ADVANCED LAND SURVEYING
OF NORTHERN INDIANA INC.
17120 COUNTY ROAD 46, NEW PARIS,
INDIANA 46553
(574) 849-4728
RONNIE L. JUSTICE P. L. S.

| | |
|-------------------------------|------------------------|
| DATE OF FIELD WORK: 3-24-2020 | PROJECT NUMBER: 200303 |
| SCALE: N/A | AUTHORIZED BY: RLJ |
| SHEET 2 OF 2 | DRAFTING BY: TRS |



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

April 27, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Transfer Public Right-of-Way at Main Street and Kercher Road

The City acquired right-of-way at the intersection of Main Street and Kercher Road for improvements to this intersection. Pursuant to an Interlocal Cooperative Agreement with the State of Indiana dated November 7, 2016 and recorded November 14, 2016 as Instrument Number 2016-23761, the City is to transfer right-of-way acquired to the State. The right-of-way to be transferred is located on the northwest, northeast and southeast corners of the intersection as described and depicted on the three sets of exhibits attached to this memo.

It is recommended that the Board authorize Mayor Stutsman to execute the deeds necessary to transfer this right-of-way to the State of Indiana.

EXHIBIT "A"

PARCEL 2

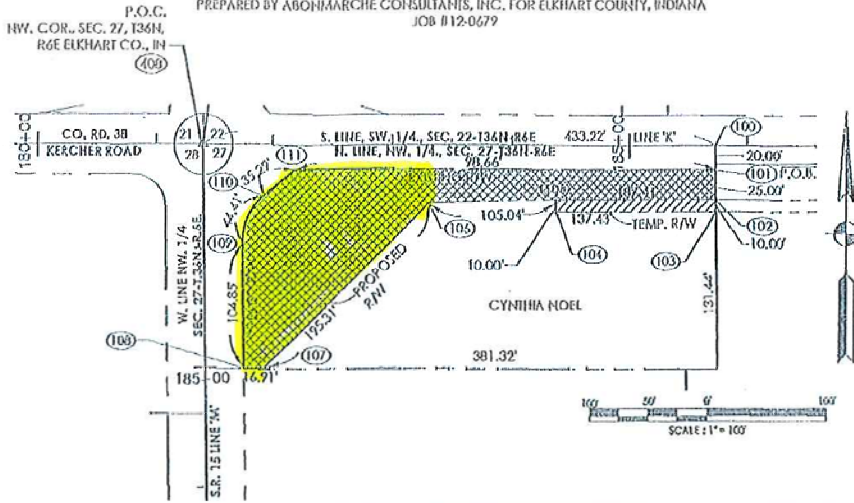
A PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 433.22 FEET TO POINT "100" DESIGNATED ON SAID PLAT; THENCE SOUTH 00°33'27" EAST, 20.00 FEET TO POINT "101" DESIGNATED ON SAID PLAT, THENCE CONTINUING SOUTH 00°33'27" EAST, 25.00 FEET TO POINT "102" DESIGNATED ON SAID PLAT; THENCE NORTH 89°52'27" WEST, 137.31 FEET TO POINT "105" DESIGNATED ON SAID PLAT; THENCE SOUTH 88°29'22" WEST, 105.04 FEET TO THE POINT OF BEGINNING, ALSO BEING POINT "106" DESIGNATED ON SAID PLAT; THENCE SOUTH 44°48'09" WEST, 195.31 FEET TO POINT "107" DESIGNATED ON SAID PLAT; THENCE NORTH 89°56'27" WEST, 16.91 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 15 BEING POINT "108" DESIGNATED ON SAID PLAT; THENCE NORTH 01°09'57" WEST, 104.85 FEET TO POINT "109" DESIGNATED ON SAID PLAT, THENCE NORTHEASTERLY 44.41 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 50.00 FEET SUBTENDED BY A LONG CHORD OF 42.97 FEET BEARING NORTH 24°16'55" EAST TO POINT "110" DESIGNATED ON SAID PLAT; THENCE NORTH 49°43'47" EAST, 35.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 38 BEING POINT "111" DESIGNATED ON SAID PLAT; THENCE SOUTH 89°52'27" EAST, 111.79 FEET; THENCE SOUTH 00°33'27" EAST, 28.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF 1

PREPARED BY ABONMARCHÉ CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA
JOB # 12-0679



AREAS OF TAKING

= PROPOSED R/W, 0.50 ACRES

= TEMPORARY R/W, 0.03 ACRES

NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

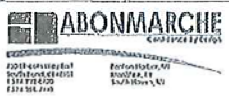
| COORDINATE CHART (U.S. SURVEY FEET) | | | | | |
|-------------------------------------|------------|-----------|---------|-------------|------------|
| POINT | CENTERLINE | STATION | OFFSET | NORTHING | EASTING |
| 408 | K | 181+39.97 | 0.00 | 2296024.889 | 283783.444 |
| 100 | K | 185+73.10 | 0.00 | 2296023.937 | 284216.665 |
| 101 | K | 185+73.43 | 20.00 R | 2296003.937 | 284216.859 |
| 102 | K | 185+73.73 | 45.00 R | 2295978.936 | 284217.103 |
| 103 | K | 185+73.85 | 55.00 R | 2295969.936 | 284217.200 |
| 104 | K | 184+36.42 | 55.00 R | 2295969.238 | 284079.772 |
| 105 | K | 184+36.42 | 45.00 R | 2295979.238 | 284079.794 |
| 106 | K | 183+31.42 | 48.00 R | 2295976.469 | 283974.788 |
| 107 | M | 184+97.95 | 49.90 R | 2295937.891 | 283837.162 |
| 108 | M | 184+98.31 | 33.00 R | 2295837.909 | 283820.256 |
| 109 | M | 186+03.16 | 33.00 R | 2295942.735 | 283818.123 |
| 110 | K | 181+92.42 | 42.87 R | 2295981.903 | 283835.793 |
| 111 | K | 182+19.29 | 20.00 R | 2296004.715 | 283862.720 |

LAND SURVEYOR'S STATEMENT
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE 'LOCATION CONTROL ROUTE SURVEY' RECORDED AS DOCUMENT NO. 2012029100 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 855 IAC 1-12 (RULE 12).

MICHAEL J. POLYCKI, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. LS20300010
DATE: 10/18/2013

OWNER: CYNTHIA NOEL
PARCEL: 2
PARCEL ROAD: CO. RD. 38
COUNTY: ELKHART
SECTION: 27
TOWNSHIP: 36 NORTH
RANGE: 6 EAST

PROJECT: N/A
DES. NO.: N/A
CODE: N/A



DRAWN BY: CMR
CHECKED BY: JAR
DATE: 10-14-2013
DATE: 10-12-2013

WARFANY DEED #1818, #2011-014896 DATED: 10/18/2013
TAX KEY NO.: 20-11-27-101-001.000-015 TAKING: 0.50 AC. +/-

EXHIBIT "A"

PREPARED BY ABONMARCHE CONSULTANTS FOR ELKHART COUNTY HIGHWAY DEPARTMENT

DES NO: N/A
PARCEL: 9- FEE SIMPLE

WD-1
SHEET 1 OF 1

A PART OF LOT 6 IN ISLAND VIEW MANOR AS PER PLAT THEREOF, RECORDED IN PLAT BOOK NUMBER 12, PAGE 58 ON THE 8TH DAY OF MAY, 1975 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, DESIGNATED AS POINT "101"; THENCE SOUTH 89°58'37" EAST, 103.30 FEET TO THE POINT OF BEGINNING, DESIGNATED AS POINT "112"; THENCE NORTH 79°30'08" EAST, 71.20 FEET TO POINT "111" DESIGNATED ON SAID PLAT; THENCE NORTH 56°58'26" EAST, 23.81 FEET TO POINT "110" DESIGNATED ON SAID PLAT; THENCE NORTH 28°17'49" EAST, 42.72 FEET TO POINT "105" DESIGNATED ON SAID PLAT; THENCE NORTH 07°44'27" EAST, 190.00 FEET TO POINT "106" DESIGNATED ON SAID PLAT; THENCE NORTH 11°26'50" EAST, 26.99 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 6 AND POINT "107" DESIGNATED ON SAID PLAT; THENCE SOUTH 82°08'37" EAST ALONG THE NORTHERLY LINE OF SAID LOT 6, 5.26 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AND POINT "108" DESIGNATED ON SAID PLAT; THENCE SOUTH 07°44'27" WEST ALONG THE EASTERLY LINE OF SAID LOT 6, 280.16 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 AND POINT "109" DESIGNATED ON SAID PLAT; THENCE NORTH 89°58'37" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 6, 108.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FOR THE ELKHART COUNTY HIGHWAY DEPARTMENT BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010, ON THE 21TH DAY OF OCTOBER, 2013.

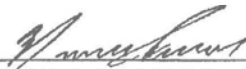
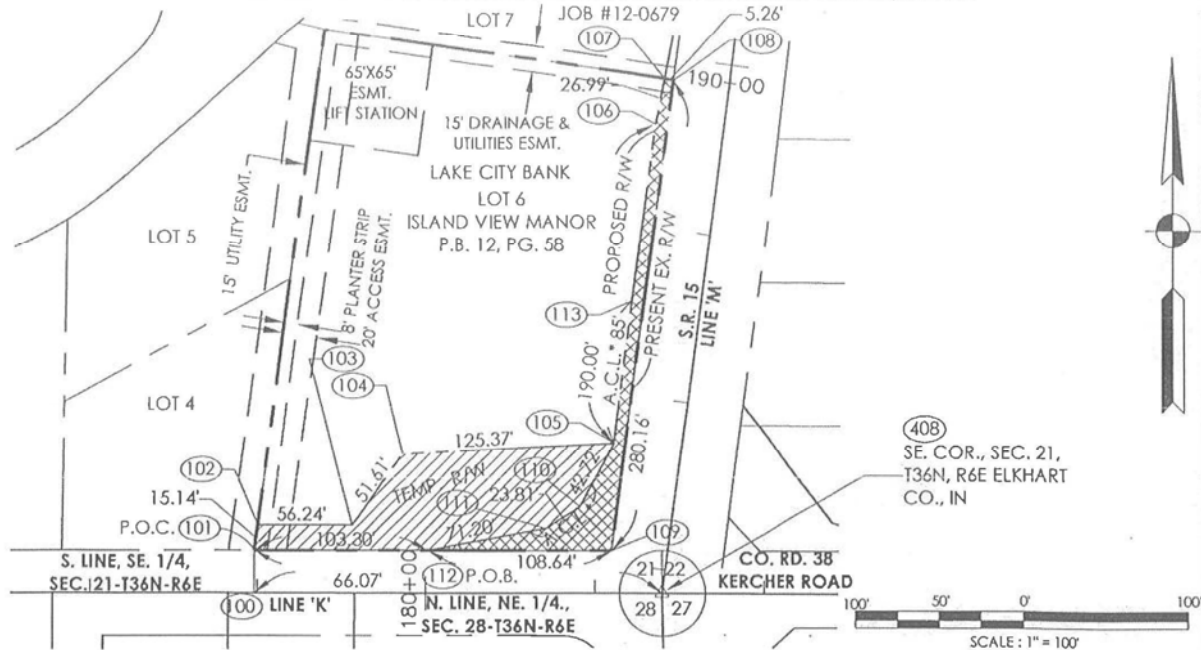

MICHAEL J. ROZYCKI, PLS 10/21/13
DATE



EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF 1

PREPARED BY ABONMARCHE CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA



* A.C.L. = ACCESS CONTROL LINE
* A.C.L. = 112 → 113

AREAS OF TAKING

= PROPOSED R/W, 0.08 ACRES±

= TEMPORARY R/W, 0.18 ACRES±

NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.*

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

LAND SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY" RECORDED AS DOCUMENT NO. 2012029100 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).

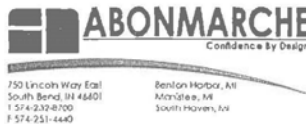
Michael J. Rozycki
MICHAEL J. ROZYCKI, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. LS20500010

9/26/14
DATE

| COORDINATE CHART (U.S. SURVEY FEET) | | | | | |
|-------------------------------------|------------|-----------|---------|-------------|------------|
| POINT | CENTERLINE | STATION | OFFSET | NORTHING | EASTING |
| 408 | K | 181+39.97 | 0.00 | 2296024.889 | 283783.444 |
| 100 | K | 178+98.12 | 0.00 | 2296024.986 | 283541.595 |
| 101 | K | 178+98.12 | 25.00 L | 2296049.986 | 283541.605 |
| 102 | K | 179+00.19 | 40.00 L | 2296064.986 | 283543.675 |
| 103 | K | 179+56.42 | 40.00 L | 2296064.963 | 283599.910 |
| 104 | K | 179+86.42 | 82.00 L | 2296106.951 | 283629.927 |
| 105 | M | 187+70.00 | 40.00 L | 2296113.508 | 283755.123 |
| 106 | M | 189+60.00 | 40.00 L | 2296301.777 | 283780.714 |
| 107 | M | 189+86.93 | 38.26 L | 2296328.227 | 283786.070 |
| 108 | M | 189+86.92 | 33.00 L | 2296327.509 | 283791.276 |
| 109 | M | 187+06.76 | 33.00 L | 2296049.901 | 283753.541 |
| 110 | M | 187+30.00 | 55.00 L | 2296075.893 | 283734.872 |
| 111 | K | 180+71.42 | 38.00 L | 2296062.917 | 283714.909 |
| 112 | K | 180+01.42 | 25.00 L | 2296049.945 | 283644.904 |
| 113 | M | 188+55.00 | 40.00 L | 2296197.734 | 283766.572 |

OWNER: LAKE CITY BANK
PARCEL: 2
PARCEL ROAD: CO. RD. 38
COUNTY: ELKHART
SECTION: 21
TOWNSHIP: 36 NORTH
RANGE: 6 EAST

PROJECT: N/A
DES. NO.: N/A
CODE: N/A



DRAWN BY: CMR
CHECKED BY: MJR
QA/QC BY: RTN
REVISED 09-22-2014: ADDED ACCESS CONTROL LINE

CORPORATE DEED INSTR. #92-000841
TAX KEY NO.: 20-11-21-478-007.000-015

DATE: 10-14-2013
DATE: 10-16-2013
DATE: 10-19-2013
DATED: 10/21/2013
TAKING: 0.08 AC. +/-

EXHIBIT "A"

PREPARED BY ABONMARCHE CONSULTANTS FOR ELKHART COUNTY HIGHWAY DEPARTMENT

DES NO: N/A
PARCEL: 11- FEE SIMPLE

WD-1
SHEET 1 OF 1

PART OF LOTS 29 AND 30 IN DIXIE PARK AS PER PLAT THEREOF, RECORDED IN PLAT BOOK NUMBER 2, PAGES 86 AND 87 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 29, DESIGNATED AS POINT "101"; THENCE NORTH 07°44'27" EAST ALONG THE WESTERLY LINE OF SAID LOT 29, 11.86 FEET TO POINT "102" DESIGNATED ON SAID PLAT; THENCE SOUTH 51°19'27" EAST, 138.45 FEET TO POINT "103" DESIGNATED ON SAID PLAT; THENCE NORTH 89°52'27" WEST ALONG SAID SOUTHERLY LINE, 98.66 FEET TO A POINT ON SAID SOUTHERLY LINE AND POINT "104" DESIGNATED ON SAID PLAT; THENCE NORTH 42°22'33" WEST, 27.32 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 30 AND POINT "105" DESIGNATED ON SAID PLAT; THENCE NORTH 07°44'27" EAST ALONG SAID WESTERLY LINE, 54.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FOR THE ELKHART COUNTY HIGHWAY DEPARTMENT BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010, ON THE 31ST DAY OF JANUARY, 2014.

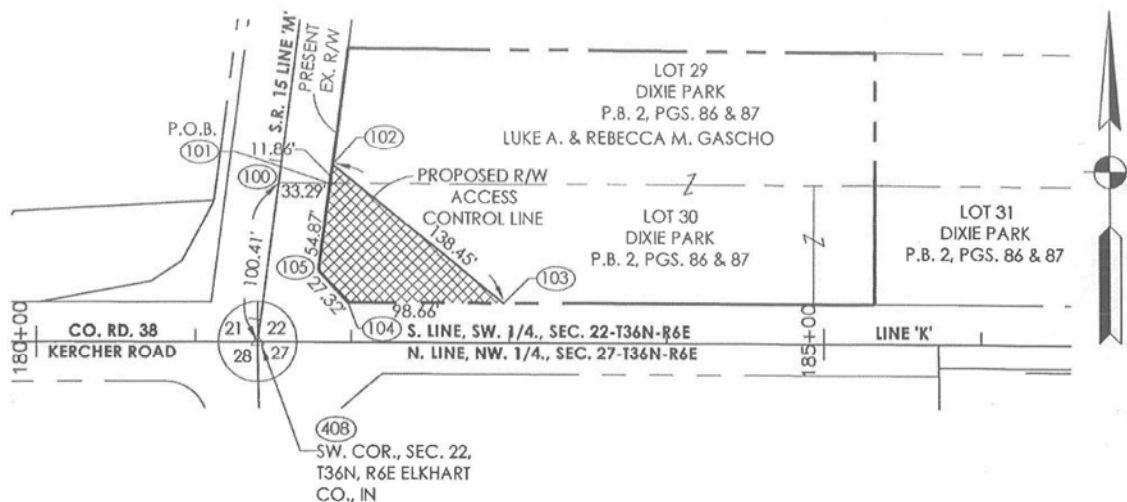

MICHAEL J. ROZYCKI, PLS 1/31/14
DATE



EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT


SHEET 1 OF 1

PREPARED BY ABONMARCHÉ CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA
JOB #12-0679



*ACCESS CONTROL LINE = 102 → 103



AREAS OF TAKING
 = PROPOSED R/W, 0.11 ACRES±

| COORDINATE CHART (U.S. SURVEY FEET) | | | | | |
|-------------------------------------|------------|-----------|---------|-------------|------------|
| POINT | CENTERLINE | STATION | OFFSET | NORTHING | EASTING |
| 408 | K | 181+39.97 | 0.00 | 2296024.889 | 283783.444 |
| 100 | M | 187+86.42 | 0.00 | 2296124.388 | 283796.969 |
| 101 | M | 187+90.83 | 33.00 R | 2296124.315 | 283830.263 |
| 102 | M | 188+02.69 | 33.00 R | 2296136.065 | 283831.860 |
| 103 | K | 182+96.42 | 25.00 L | 2296049.545 | 283939.949 |
| 104 | K | 181+97.76 | 25.00 L | 2296049.762 | 283841.288 |
| 105 | M | 187+35.96 | 33.00 R | 2296069.946 | 283822.873 |

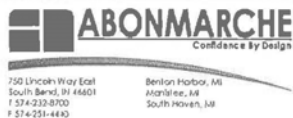
NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.*

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

LAND SURVEYOR'S STATEMENT
 TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY" RECORDED AS DOCUMENT NO. 2012029100 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).


 MICHAEL J. ROZYCKI, P.L.S. DATE: 9/26/14
 INDIANA REGISTERED LAND SURVEYOR NO. LS20500010

OWNER: LUKE A. & REBECCA M. GASCHO
 PARCEL: 11
 PARCEL ROAD: CO. RD. 38
 COUNTY: ELKHART
 SECTION: 22
 TOWNSHIP: 36 NORTH
 RANGE: 6 EAST



750 Lincoln Way East
 South Bend, IN 46601
 757-233-8900
 F 574-231-4492

Benton Harbor, MS
 Morristown, TN
 South Haven, MI

DRAWN BY: CMR DATE: 10-14-2013
 CHECKED BY: MJR DATE: 10-16-2013
 QA/QC BY: RTN DATE: 10-19-2013
 REVISED 1-31-2014: INCREASED R/W TAKING
 REVISED 9-22-2014: ADDED ACCESS CONTROL LINE

PROJECT: N/A
 DES. NO.: N/A
 CODE: N/A
 WARRANTY DEED INSTR. #97-024136 DATED: 10/21/2013
 TAX KEY NO.: 20-11-22-352-028.000-015 TAKING: 0.11 AC. +/-