



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE SPECIAL MEETING OF May 19, 2020**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/82804714691>

The Goshen Redevelopment Commission will meet on May 19, 2020 at 1:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

3. NEW BUSINESS

Resolution 28-2020 Annual Determination of Excess Assessed Value in the Plymouth Avenue Allocation Area

Resolution 29-2020 – Annual Determination of Excess Assessed Value in the Southeast Allocation Area

Resolution 30-2020 – Annual Determination of Excess Assessed Value in the River Race/US33 Allocation Area

Resolution 31-2020 – Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

Resolution 32 -2020 - Approve Execution of Environmental Restrictive Covenants for the 213, 219 and 223 South Third Street and Adjacent Parcels.

Resolution 33-2020 – Authorize Payment to Abonmarche for Consulting Contract for the Ninth Street Multi-Use Path

Resolution 34-2020 - Approve Subordination Agreement with Centier Bank and River Art, LLC

4. APPROVAL OF REGISTER OF CLAIMS – Ratify Submission of Claims submitted 5/13/20

5. MONTHLY REDEVELOPMENT STAFF REPORT

6. OPEN FORUM – Suspended due to the COVID-19 outbreak (Indiana Executive Order 20-08)

7. ANNOUNCEMENTS

Next Regular Meeting – June 9, 2020 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION
Minutes for the Executive Session held on April 14, 2020

The Goshen Redevelopment Commission met in an executive session on April 14, 2020 at the conclusion of the Commission's regular meeting at 3:30 p.m. The executive session was held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

The executive session was called to order by President Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brian Garber, Andrea Johnson, Thomas Stump, Vince Turner, Brett Weddell and Bradd Weddell

Absent: None

PURPOSE OF EXECUTIVE SESSION

The executive session was held as authorized by Indiana Code § 5-14-1.5-6.1(b)(2)(D) for discussion of strategy with respect to the purchase or lease of real property by the Redevelopment Commission up to a time a contract or option to purchase or lease is executed by the parties.

No subject matter was discussed in the executive session other than the subject matter specified in the public notice.

ADJOURNMENT

The executive meeting was adjourned at 4:30 p.m.

APPROVED on May 19, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION
Minutes for the Regular Meeting of April 14, 2020

The Goshen Redevelopment Commission met in a regular meeting on April 14, 2020 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

The meeting was called to order by President Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brian Garber, Andrea Johnson, Thomas Stump, Vince Turner, Brett Weddell and Bradd Weddell
Absent: None

(:35) President Stump asked Commission members to identify if they were physically present or participating by computer.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the minutes of the regular meeting on March 10, 2020. The motion was adopted unanimously.

OPEN PROPOSALS - 620 E Douglas Street

No proposals were received.

(2:50) Mark Brinson, Community Development Director, stated this was the 30 day extension. Now hoping to negotiate with future buyers.

NEW BUSINESS

Resolution 22-2020 Ratify Execution of Agreement for the Sale and Purchase of Real Estate in the 700 Block of East Lincoln Avenue

(3:38) Larry Barkes, Commission Attorney, stated this is connected to the property acquired by eminent domain from Anita Shannon. This is for the 2 parcels adjacent to that property.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 22-2020. The motion was adopted unanimously.

Resolution 23-2020 – Approve Execution of Change Order No. 1 with Niblock Excavating, Inc. for County Road 40 Water Main Utility Extension

(7:13) Dustin Sailor, Director of Public Works, stated this is a balancing change order for a reduction of \$188.55 for a new contract amount of \$1,349,721.00

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 23-2020. The motion was adopted unanimously.

Resolution 24-2020 – Award Bid and Authorize Negotiation and Execution of an Agreement for Lawn Mowing Services for Redevelopment-Owned Properties

(8:10) Becky Hutsell, Redevelopment Project Manager, bringing this contract to the commission for annual mowing of Redevelopment properties. Three bids were received and recommend moving forward with Yarksharks. Explained the details of the agreement.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 24-2020. The motion was adopted unanimously.

Resolution 25-2020 - Approve Execution of Change Order No. 3 for Kercher Road Reconstruction Phase 2

(10:30) Dustin Sailor, Director of Public Works, this change order is for the adjustment of the structure and water main that was in conflict that was discovered during construction. The contractor is requesting a 19 day time extension. The change order amount is \$34,944.29 with a new contract price of \$3,792,944.29. This is most likely a non- participatory amount through MACOG.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 25-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Graber, Johnson, Stump, Turner, and Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 26-2020 - Approve Execution of Change Order No. 5 for Kercher Road Reconstruction Phase 2

(12:40) Dustin Sailor, Director of Public Works, this change order is for unsuitable soils found on the project. The change order amount is \$338,475.00 and at this time it is unclear if this is a participatory amount to be shared with MACOG. Handed out photos of soil to members present.

(14:30) Comments and question from Commission members regarding the soil.

(15:18) Dustin Sailor read and answered questions submitted by Commissioner Weddell prior to the meeting.

(19:09) Questions and comments about who is financially responsible for change order.

(20:08) Comments from Mayor Stutsman and Commission members.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Graber, Johnson, Stump and Weddell

Nays: Turner

The motion was adopted by a vote of 4 in favor and 1 against.

Resolution 27-2020 - Approve Execution of Change Order No. 6 for Kercher Road Reconstruction Phase 2

(24:35) Dustin Sailor, Director of Public Works, it was determined the gravity sanitary line coming out of Lippert Plant 3 conflicted with the new storm sewer and there was no option to reroute the sewer lateral. A conflict structure was installed. Change order amount is \$5105.40 for a new contract total of \$4,150,120.15.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 27-2020.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Graber, Johnson, Stump, Turner, and Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve payment of the Register of Claims totaling \$247,422.77.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Graber, Johnson, Stump, Turner, and Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson stated that the Hawks Building have received all their building permits and are under construction.

OPEN FORUM – Suspended due to the COVID-19 outbreak (Indiana Executive Order 20-08)

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for May 12, 2020 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to adjourn the meeting. The regular meeting was adjourned at 3:28 p.m.

APPROVED on May 19, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 28-2020

Annual Determination of Excess Assessed Value in the Plymouth Avenue Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Plymouth Avenue Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Plymouth Avenue Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Plymouth Avenue Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Plymouth Avenue Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Plymouth Avenue Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Plymouth Avenue Allocation Area.

PASSED and ADOPTED on May 19, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 29-2020

Annual Determination of Excess Assessed Value in the Southeast Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Southeast Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Southeast Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Southeast Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Southeast Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Southeast Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Southeast Allocation Area.

PASSED and ADOPTED on May 19, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 30-2020

Annual Determination of Excess Assessed Value in the Consolidated River Race / US 33 Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Consolidated River Race / US 33 Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Consolidated River Race / US 33 Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Consolidated River Race / US 33 Allocation Area.

PASSED and ADOPTED on May 19, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 31-2020

Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Lippert/Dierdorff Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Lippert/Dierdorff Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Lippert/Dierdorff Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Lippert/Dierdorff Allocation Area.

PASSED and ADOPTED on May 19, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 32-2020

Approve Execution of Environmental Restrictive Covenants for the 213, 219 and 223 South Third Street and Adjacent Parcels

WHEREAS in 2010 contamination issues were found impacting RDC owned properties at 213, 219 and 223 South Third.

WHEREAS the TCE plume levels have decreased and IDEM is willing to grant closure for the site as long as Environmental Restrictive Covenants (ERC's) are implemented for all parcels that were previously impacted.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the Environmental Restrictive Covenants that is attached to and made a part of this Resolution.

PASSED and ADOPTED on May 19, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
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Memorandum

To: Redevelopment Commission

From: Becky Hutsell

Date: May 7, 2020

RE: Request to Approve Execution of Environmental Restrictive Covenants for the
213, 219 and 223 S. Third Street and Adjacent Parcels

In 2010, it was discovered that the former dry cleaner at the northeast corner of 3rd and Jefferson had created contamination issues that were impacting the RDC-owned rental properties at 213, 219 and 223 S. 3rd Street as well as 209 W. Jefferson Street. City staff reported the issue to IDEM and there have been on-going remediation efforts underway for this area since that time.

After nearly 10 years, the TCE plume has decreased to levels that IDEM feels are acceptable and safe. They are willing to grant closure for the site as long as Environmental Restrictive Covenants (ERCs) are implemented for all of the parcels that were previously impacted by the TCE plume preventing future installation of drinking water wells. City Legal staff has reviewed the documents and finds them acceptable.

The subject lots are where InSite Development will be building the River Art apartment complex. The ERCs have been discussed with InSite and the River Art development plans have been shown to IDEM and no conflicts or concerns have been noted from either side.

We are requesting the Commission's approval to execute the ERCs. Copies are included for your review and there is one for each parcel. Once executed, the documents will be recorded and remain on record.

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ day of _____, 20___, by the City of Goshen, 202 S 5th Street, Goshen, Indiana 46528 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate located in the County of Elkhart, Indiana, which is located at 213 S. 3rd Street, Goshen, Indiana 46528 and more particularly described in the attached Exhibit “A” (“Real Estate”), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on March 29, 2007, and recorded on March 30, 2007, as Instrument No. 2007-08568, in the Office of the Recorder of Elkhart County, Indiana. The Real Estate consists of approximately 0.25 acres and has also been identified by the county as parcel identification number 20-11-09-413-008.000-015. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit “B”.

WHEREAS: Corrective action was implemented at the Real Estate in accordance with IC 13-25-4 and/or other applicable Indiana law as a result of a release of hazardous waste and hazardous substances relating to the former Eagle Uniform site. The incident number assigned by the Indiana Department of Environmental Management (“Department” or “IDEM”) for the release is 200908135.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. These COCs are tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cDCE), and vinyl chloride (VC).

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department’s Virtual File Cabinet by accessing the Department’s Web Site (currently www.in.gov/idem/).

NOW THEREFORE, the City of Goshen subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. The restrictions and other requirements described in this Covenant shall run with the land and inure to the benefit of the Related Parties and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.

5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at

law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.

10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Elkhart County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.

14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
City of Goshen
202 S 5th Street
Goshen, Indiana 46528

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, State Cleanup Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the City of Goshen, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20____.

City of Goshen

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of the Owner, _____, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this ___ day of _____, 20___.

_____, Notary Public

Residing in _____ County, _____

My Commission Expires:

This instrument prepared by:

Steven P. Sittler, P.G., Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250

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:

Steven P. Sittler, Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

ELKHART COUNTY RECORDER
CHRISTOPHER J. ANDERSON
FILED FOR RECORD
AS PRESENTED

2007 MAR 30 P 2:25

WARRANTY DEED

THIS INDENTURE WITNESSETH, That M & H Rentals, LLC, of Elkhart County in the State of Indiana, whose mailing address is 1721 Longwood Court, Goshen, Indiana 46528 for good and valuable consideration, the receipt whereof is hereby acknowledged, conveys and warrants to the City of Goshen for the use and benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, the following described real estate in Elkhart County in the State of Indiana, commonly known as 213 South 3rd Street, Goshen, Indiana 46526, and more particularly described as follows, to-wit:

Lot Number Ten (10) Barnes' First South Addition to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15, page 273.

Subject to any and all easements, current taxes, assessments, restrictions, and rights of way of record.

The undersigned persons executing this Warranty Deed on behalf of M & H Rentals, LLC represent and certify that they are duly authorized representatives of M & H Rentals, LLC and have been fully empowered to execute and deliver this Warranty Deed; that M & H Rentals, LLC has full capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been taken and done.

There is no Indiana gross income tax due as a result of this conveyance.

IN WITNESS WHEREOF, M & H Rentals, LLC, of Elkhart County in the State of Indiana, by and through Michael Schmucker, its Member, has executed and delivered this Warranty Deed on the 29th day of March, 2007.

M & H RENTALS, LLC

BY:

Michael Schmucker
Michael Schmucker, Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared M & H Rentals, LLC, of Elkhart County in the State of Indiana, by Michael Schmucker, its Member, and acknowledged the execution of the foregoing instrument this 29th day of March, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.

My Commission Expires January 16, 2009
County of Residence: Elkhart County

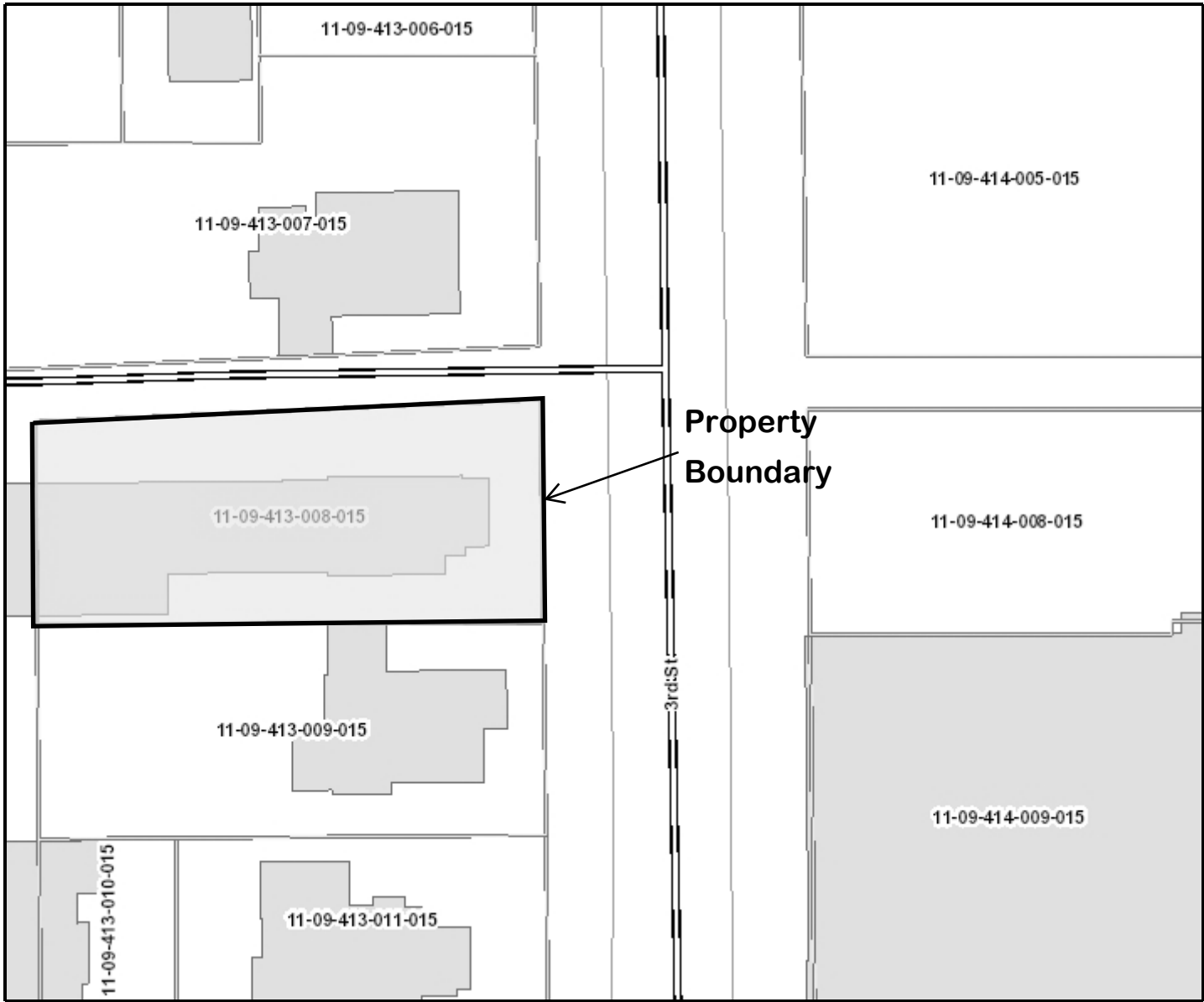
Larry A. Barkes
Larry A. Barkes, Notary Public

This instrument was prepared by Donald R. Shuler, BARKES, KOLBUS & RIFE, LLP, 118 North Main Street, Goshen, Indiana 46526.

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 (Donald R. Shuler).

DISCLOSURE FEE NOT REQUIRED
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
03/30 2007
AUDITOR
000575
TRANSFER FEE 5.00
PARCEL NO. 20-11-09-413-008-000-015

EXHIBIT B
SITE MAP

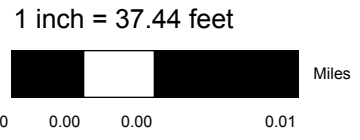


213 S. 3rd Street, Goshen

txtSubTitle

Legend

- SJC Parcel Dimensions
- SJC Parcels
- ELK Parcels
- SJC Street
- ELK Street
- Building Footprint
- Railroad
 - Railroad
 - Abandoned Railroad
- Road Centerline
- Railroad Bridge
- Roadway Bridge
- Major Roads
 - 1
 - 10
- Primary Roads
- Secondary Roads
- Local Roads
- Rivers
- Local Roads



Date Printed: 11/20/2019

Map Generated By: Public

Coordinate grid is based on Indiana East State Plane Coordinate System 1983 North American Datum.

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Michiana Area Council of Governments | Geographic Information System
Elkhart and St. Joseph Counties, IN



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ day of _____, 20___, by the City of Goshen, 202 S 5th Street, Goshen, Indiana 46528 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate located in the County of Elkhart, Indiana, which is located at 219 S. 3rd Street, Goshen, Indiana 46528 and more particularly described in the attached Exhibit “A” (“Real Estate”), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on June 26, 2007, and recorded on June 27, 2007, as Instrument No. 2007-17634, in the Office of the Recorder of Elkhart County, Indiana. The Real Estate consists of approximately 0.25 acres and has also been identified by the county as parcel identification number 20-11-09-413-009.000-015. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit “B”.

WHEREAS: Corrective action was implemented at the Real Estate in accordance with IC 13-25-4 and/or other applicable Indiana law as a result of a release of hazardous waste and hazardous substances relating to the former Eagle Uniform site. The incident number assigned by the Indiana Department of Environmental Management (“Department” or “IDEM”) for the release is 200908135.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. These COCs are tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cDCE), and vinyl chloride (VC).

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department’s Virtual File Cabinet by accessing the Department’s Web Site (currently www.in.gov/idem/).

NOW THEREFORE, the City of Goshen subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. The restrictions and other requirements described in this Covenant shall run with the land and inure to the benefit of the Related Parties and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.

5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.

10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Elkhart County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.

14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
City of Goshen
202 S 5th Street
Goshen, Indiana 46528

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, State Cleanup Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the City of Goshen, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20____.

City of Goshen

STATE OF _____)
) SS:
 COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of the Owner, _____, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

_____, Notary Public

Residing in _____ County, _____

My Commission Expires:

This instrument prepared by:
Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250

**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:
Steven P. Sittler, Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250**

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

ELKHART COUNTY CLERK
CHRISTOPHER J. ANDERSON
PUBLIC RECORDS
2007 JUN 27 10:08 AM

2007 JUN 27 P 1:08

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Wayne L. Weaver, Trustee, and Wayne L. Weaver, acting as Disability Trustee of Ruth V. Weaver as established by Article Three, Section 3, paragraph c, of the Weaver Living Trust, dated May 15, 2001, for good and valuable consideration, the receipt whereof is hereby acknowledged, conveys and warrants to the City of Goshen for the use and benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, the following described real estate in Elkhart County in the State of Indiana, more commonly known as 219 South 3rd Street, Goshen, Indiana 46526, and more particularly described as follows, to-wit:

Lot Number Eleven (11) in the FIRST SOUTH ADDITION (sometimes known as BARN'S FIRST SOUTH ADDITION) to the City of Goshen.

Signed this 26th day of June, 2007.

②
18.0K
CA

BY: Wayne L. Weaver
Wayne L. Weaver, Trustee of the
Weaver Living Trust, dated May 15,
2001

BY: Wayne L. Weaver
Wayne L. Weaver, acting as
Disability Trustee of Ruth V. Weaver
as established by Article Three,
Section 3, paragraph c, of the
Weaver Living Trust, dated May 15,
2001

Bob → Brock Kolbus Rife

DISCLOSURE FEE NOT REQUIRED

TAXATION
TRANSFER
6-27-2007
AUDITOR
002597

TRANSFER FEE \$ 00.00
PARCEL NO. 20-11-09-413-007-000-015

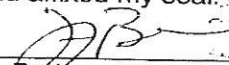
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Wayne L. Weaver, Trustee, and Wayne L. Weaver, acting as Disability Trustee of Ruth V. Weaver as established by Article Three, Section 3, paragraph c, of the Weaver Living Trust, dated May 15, 2001, and acknowledged the execution of the foregoing instrument this 26th day of June, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.

My Commission Expires: January 19, 2009

Resident of Elkhart County, Indiana

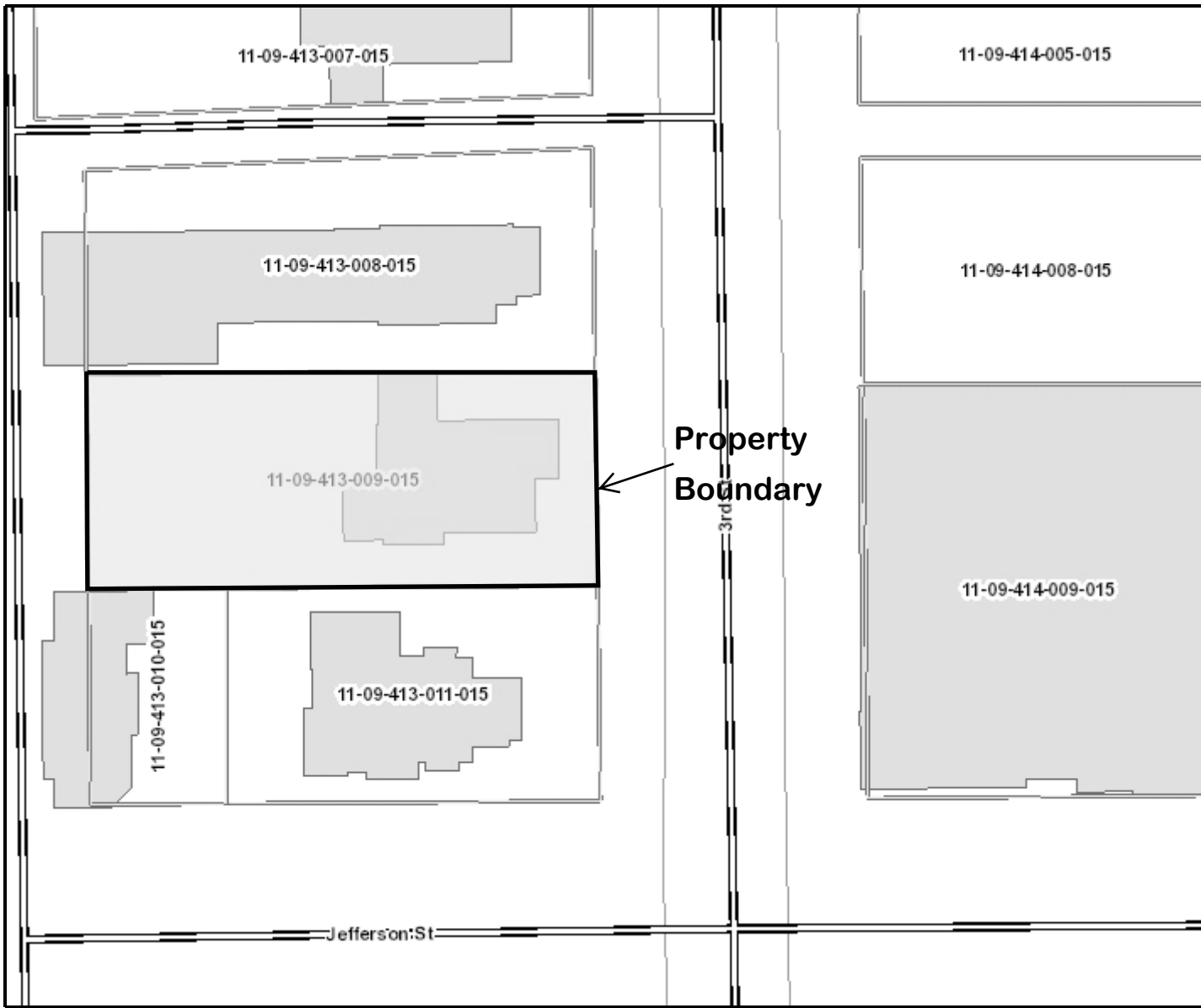


Larry A. Barkes, Notary Public

This instrument was prepared by Donald R. Shuler, Barkes, Kolbus & Rife, LLP, 118 North Main Street, Goshen, Indiana 46526.

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 (Donald R. Shuler).

EXHIBIT B
SITE MAP



219 S 3rd Street, Goshen

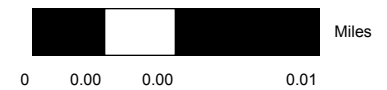
txtSubTitle

Legend

- SJC Parcel Dimensions
- SJC Parcels
- ELK Parcels
- SJC Street
- ELK Street
- Building Footprint
- Railroad
 - Railroad
 - Abandoned Railroad
- Road Centerline
- Railroad Bridge
- Roadway Bridge
- Major Roads
 - 1
 - 10
- Primary Roads
- Secondary Roads
- Local Roads
- Rivers
- Local Roads



1 inch = 37.44 feet



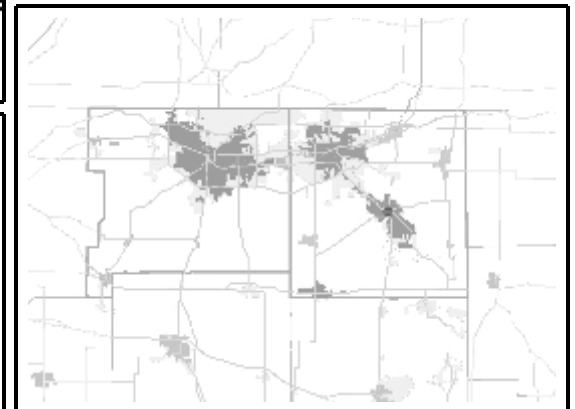
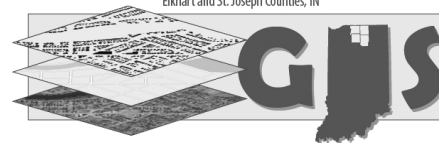
Date Printed: 11/20/2019

Map Generated By: Public

Coordinate grid is based on Indiana East State Plane Coordinate System 1983 North American Datum.

Information shown on this map is not warranted for accuracy or merchantability. Reproduction or distribution of this material is not authorized without the express written permission of MACOG.

Michiana Area Council of Governments | Geographic Information System
Elkhart and St. Joseph Counties, IN



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ day of _____, 20___, by the City of Goshen, 202 S 5th Street, Goshen, Indiana 46528 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate located in the County of Elkhart, Indiana, which is located at 223 S. 3rd Street, Goshen, Indiana 46528 and more particularly described in the attached Exhibit “A” (“Real Estate”), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on January 30, 2007, and recorded on January 30, 2007, as Instrument No. 2007-02694, in the Office of the Recorder of Elkhart County, Indiana. The Real Estate consists of approximately 0.1773 acres and has also been identified by the county as parcel identification number 20-11-09-413-011.000-015. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit “B”.

WHEREAS: Corrective action was implemented at the Real Estate in accordance with IC 13-25-4 and/or other applicable Indiana law as a result of a release of hazardous waste and hazardous substances relating to the former Eagle Uniform site. The incident number assigned by the Indiana Department of Environmental Management (“Department” or “IDEM”) for the release is 200908135.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. These COCs are tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cDCE), and vinyl chloride (VC).

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department’s Virtual File Cabinet by accessing the Department’s Web Site (currently www.in.gov/idem/).

NOW THEREFORE, the City of Goshen subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. The restrictions and other requirements described in this Covenant shall run with the land and inure to the benefit of the Related Parties and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.

5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.

10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Elkhart County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.

14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
City of Goshen
202 S 5th Street
Goshen, Indiana 46528

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, State Cleanup Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the City of Goshen, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20____.

City of Goshen

STATE OF _____)
 _____) SS:
 COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of the Owner, _____, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this ___ day of _____, 20__.

_____, Notary Public

Residing in _____ County, _____

My Commission Expires:

This instrument prepared by:
Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250

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:

Steven P. Sittler, Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

ELKHART COUNTY RECORDER
CHRISTOPHER J ANDERSON
FILED FOR RECORD
AS PRESENTED

2007 JAN 30 P 1:11

WARRANTY DEED

THIS INDENTURE WITNESSETH, That James M. Copenhaver and Stephanie K. Copenhaver, husband and wife, for good and valuable consideration, the receipt whereof is hereby acknowledged, conveys and warrants to the City of Goshen for the use and benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, the following described real estate in Elkhart County in the State of Indiana, more commonly known as 223 South Third Street, Goshen, Indiana 46526, and more particularly described as follows, to-wit:

Lot Thirty (30) in Barns First South Addition to the Town, now City, of Goshen, Indiana, except forty-eight (48) feet off the West end of said Lot; said Play being recorded in Deed Record 15, page 273, in the Office of the Recorder of Elkhart County, Indiana.

IN WITNESS WHEREOF, James M. Copenhaver and Stephanie K. Copenhaver, husband and wife, have executed and delivered this Warranty Deed on the 30th day of January, 2007.

BY:

James M Copenhaver
James M. Copenhaver
Stephanie K Copenhaver
Stephanie K. Copenhaver

①
50
160 ft

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared James M. Copenhaver and Stephanie K. Copenhaver, husband and wife, and acknowledged the execution of the foregoing instrument this 30th day of January, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.

My Commission Expires: 1/16/09
County of Residence: Elkhart

[Signature]
Notary Public
Printed: LARRY A BARKES

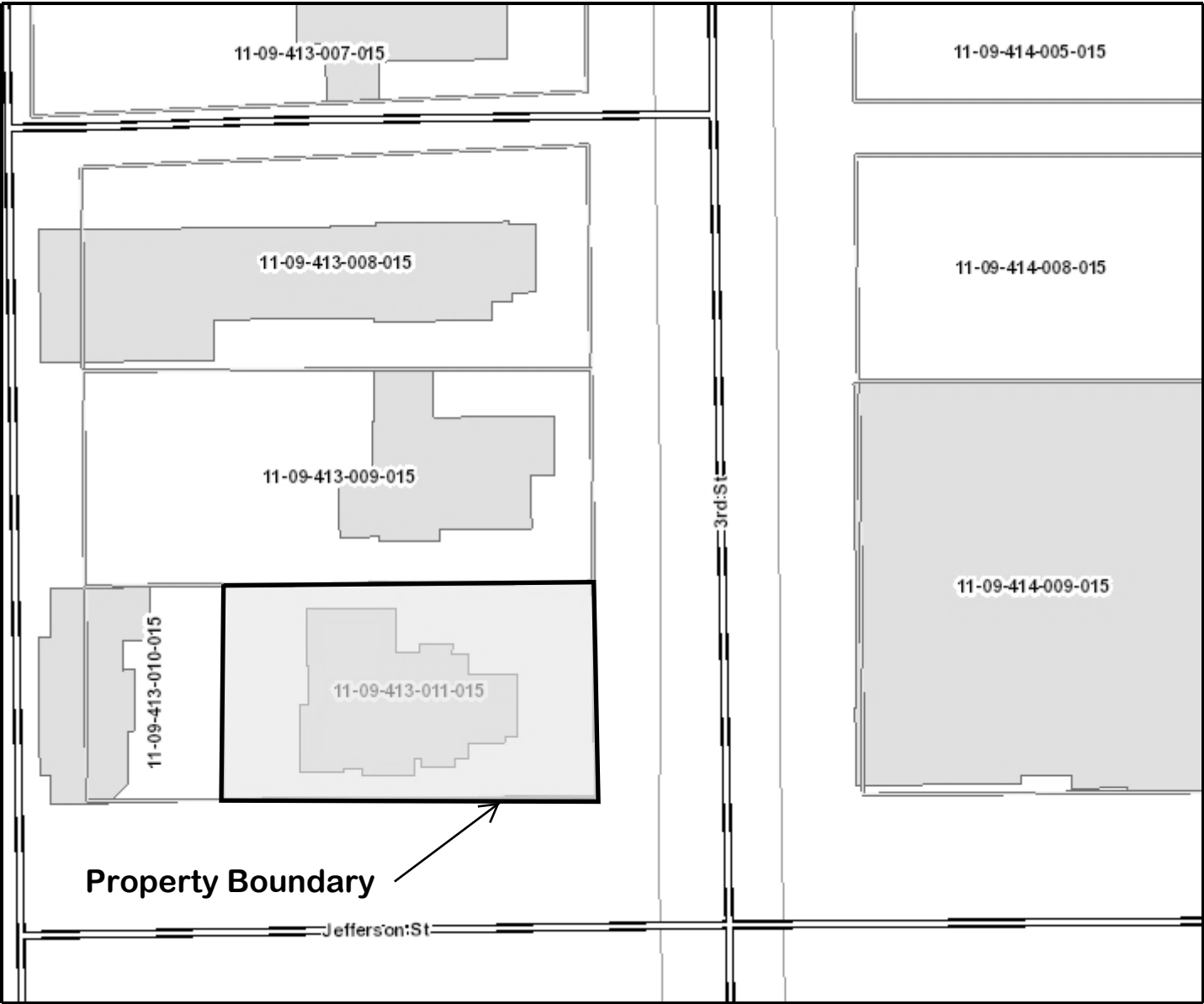
→ This instrument was prepared by Donald R. Shuler, BARKES, KOLBUS & RIFE, LLP, 118 North Main Street, Goshen, Indiana 46526.

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 (Donald R. Shuler).

DISCLOSURE FEE NOT REQUIRED

FILED FOR RECORD
DATE FILED 1-30-07
FILED FOR RECORD
008027
FEE 5.00 paid
TEL NO. 20-11-09-413-011-000-015

EXHIBIT B
SITE MAP



223 S. 3rd Street, Goshen

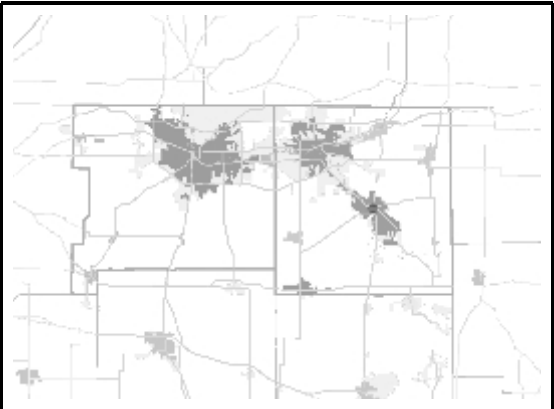
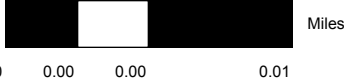
txtSubTitle

Legend

- SJC Parcel Dimensions
- SJC Parcels
- ELK Parcels
- SJC Street
- ELK Street
- Building Footprint
- Railroad
 - Railroad
 - Abandoned Railroad
- Road Centerline
- Railroad Bridge
- Roadway Bridge
- Major Roads
 - 1
 - 10
- Primary Roads
- Secondary Roads
- Local Roads
- Rivers
- Local Roads



1 inch = 37.44 feet



Date Printed: 11/20/2019

Map Generated By: Public

Coordinate grid is based on Indiana East State Plane Coordinate System 1983 North American Datum.

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Michiana Area Council of Governments | Geographic Information System
Elkhart and St. Joseph Counties, IN



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ day of _____, 20___, by the City of Goshen, 202 S 5th Street, Goshen, Indiana 46528 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate located in the County of Elkhart, Indiana, which is located at 301 S. 3rd Street, Goshen, Indiana 46528 and more particularly described in the attached Exhibit “A” (“Real Estate”), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on February 14, 2014, and recorded on February 17, 2014, as Instrument No. 2014-02835, in the Office of the Recorder of Elkhart County, Indiana. The Real Estate consists of approximately 0.0758 acres and has also been identified by the county as parcel identification number 20-11-09-452-002.000-015. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit “B”.

WHEREAS: Corrective action was implemented at the Real Estate in accordance with IC 13-25-4 and/or other applicable Indiana law as a result of a release of hazardous waste and hazardous substances relating to the former Eagle Uniform site. The incident number assigned by the Indiana Department of Environmental Management (“Department” or “IDEM”) for the release is 200908135.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. These COCs are tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cDCE), and vinyl chloride (VC).

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department’s Virtual File Cabinet by accessing the Department’s Web Site (currently www.in.gov/idem/).

NOW THEREFORE, the City of Goshen subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. The restrictions and other requirements described in this Covenant shall run with the land and inure to the benefit of the Related Parties and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.

5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.

10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Elkhart County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.

14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
City of Goshen
202 S 5th Street
Goshen, Indiana 46528

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, State Cleanup Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the City of Goshen, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20__.

City of Goshen

STATE OF _____)
) SS:
 COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of the Owner, _____, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this ___ day of _____, 20__.

_____, Notary Public

Residing in _____ County, _____

My Commission Expires:

This instrument prepared by:
Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250

**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:
Steven P. Sittler, Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250**

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

2014-02835

ELKHART COUNTY RECORDER
JERRY L WEAVER
FILED FOR RECORD ON
AS PRESENTED
02/17/2014 1:49 PM



WARRANTY DEED

This indenture witnesseth, that Jose L. Coronado of Elkhart County in the State of Indiana, conveys and warrants to the City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Suite 2, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate located in Elkhart Township, Elkhart County, Indiana, commonly known as 301 South Third Street, Goshen, Indiana 46526, and more particularly described as follows:

The North Half (N 1/2) of Lot Number Thirty-one (31), as the said lot is known and designated on the recorded Plat of SOUTH ADDITION to Goshen, Indiana, except sixty-five (65) feet off the West End thereof.

Parcel Number: 20-11-09-452-002.000-015

Subject to taxes and all easements and restrictions of record.

Signed this 14th day of February, 2014.

Jose L. Coronado
Jose L. Coronado

DISCLOSURE FEE NOT REQUIRED

Mar

Page 1 of 2

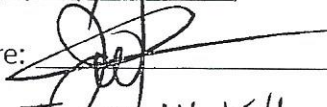
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
2/17 20 14
Pauline F. Huff AUDITOR
687405
TRANSFER FEE 5
PARCEL NO. ✓

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public, personally appeared Jose L. Coronado, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 14th day of February, 2014.

My county of residence: Elkhart

Signature: 

My commission expires: March 2, 2016

Printed: James W. Kolbus



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) 533-9536.

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).

EXHIBIT B
SITE MAP

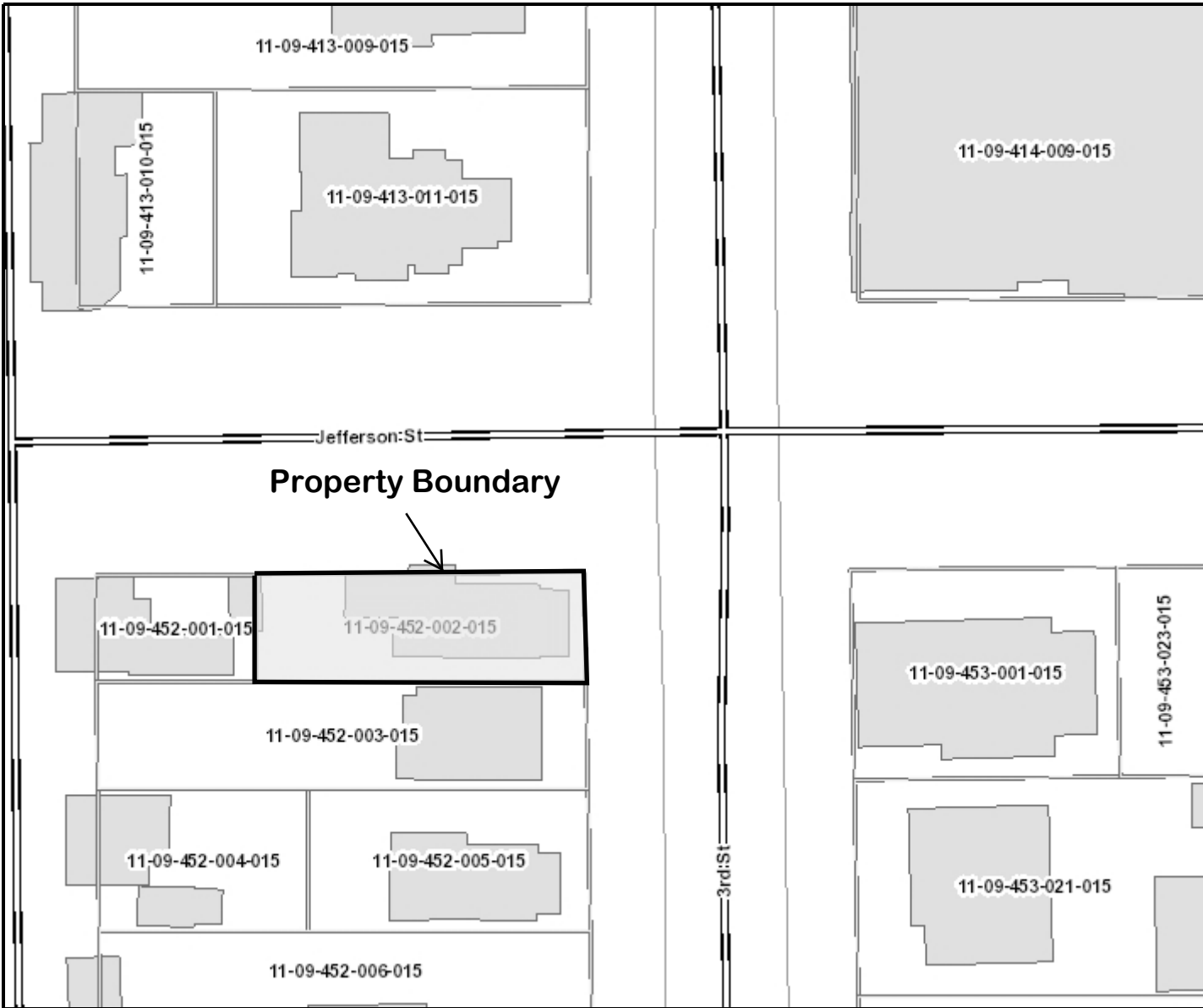
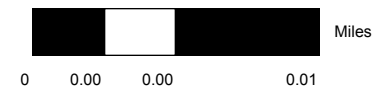
301 S. 3rd Street, Goshen

txtSubTitle

Legend

- SJC Parcel Dimensions
- SJC Parcels
- ELK Parcels
- SJC Street
- ELK Street
- Building Footprint
- Railroad
 - Railroad
 - Abandoned Railroad
- Road Centerline
- Railroad Bridge
- Roadway Bridge
- Major Roads
 - 1
 - 10
- Primary Roads
- Secondary Roads
- Local Roads
- Rivers
- Local Roads

1 inch = 37.44 feet



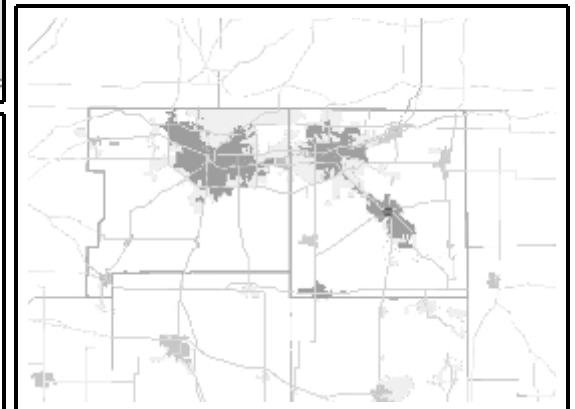
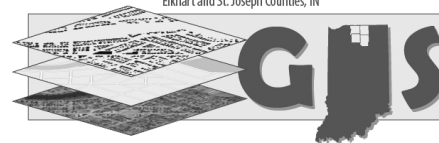
Date Printed: 11/20/2019

Map Generated By: Public

Coordinate grid is based on Indiana East State Plane Coordinate System 1983 North American Datum.

Information shown on this map is not warranted for accuracy or merchantability. Reproduction or distribution of this material is not authorized without the express written permission of MACOG.

Michiana Area Council of Governments | Geographic Information System
Elkhart and St. Joseph Counties, IN



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ day of _____, 20___, by the City of Goshen, 202 S 5th Street, Goshen, Indiana 46528 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate located in the County of Elkhart, Indiana, which is located at W. Jefferson Street, Goshen, Indiana 46528 and more particularly described in the attached Exhibit “A” (“Real Estate”), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on December 7, 2006, and recorded on December 7, 2006, as Instrument No. 2006-35981, in the Office of the Recorder of Elkhart County, Indiana. The Real Estate consists of approximately 0.0727 acres and has also been identified by the county as parcel identification number 20-11-09-413-010.000-015. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit “B”.

WHEREAS: Corrective action was implemented at the Real Estate in accordance with IC 13-25-4 and/or other applicable Indiana law as a result of a release of hazardous waste and hazardous substances relating to the former Eagle Uniform site. The incident number assigned by the Indiana Department of Environmental Management (“Department” or “IDEM”) for the release is 200908135.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. These COCs are tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cDCE), and vinyl chloride (VC).

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department’s Virtual File Cabinet by accessing the Department’s Web Site (currently www.in.gov/idem/).

NOW THEREFORE, the City of Goshen subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. The restrictions and other requirements described in this Covenant shall run with the land and inure to the benefit of the Related Parties and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.

5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at

law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.

10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Elkhart County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.

14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
City of Goshen
202 S 5th Street
Goshen, Indiana 46528

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, State Cleanup Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the City of Goshen, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20____.

City of Goshen

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of the Owner, _____, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this ___ day of _____, 20____.

_____, Notary Public

Residing in _____ County, _____

My Commission Expires:

This instrument prepared by:
Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250

**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:
Steven P. Sittler, Patriot Engineering & Environmental, Inc., 6150 E. 75th Street, Indianapolis, IN 46250**

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

2006 35981
ELKHART COUNTY RECORDER
CHRISTOPHER J. ANDERSON
FILED FOR RECORD
AS PRESENTED

2006 DEC -7 P 3:10

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Nate Gautsche, for good and valuable consideration, the receipt whereof is hereby acknowledged, conveys and warrants to the City of Goshen for the use and benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, the following described real estate in Elkhart County in the State of Indiana:

The West Forty-Eight (48) feet of Lot Number Thirty (30) as the said Lot is known and designated on the recorded Plat of Barn's South Addition to the Town, now City, of Goshen, Indiana; said Plat being recorded in Deed Record 15, page 273 in the Office of the Recorder of Elkhart County, Indiana

Subject to any and all easements, current taxes, assessments, restrictions, and rights of way of record.

IN WITNESS WHEREOF, Nate Gautsche has executed and delivered this Warranty Deed on the 7th day of December, 2006.

BY: 
Nate Gautsche

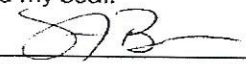
11
16
ch

STATE OF INDIANA)
COUNTY OF ELKHART) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Nate Gautsche and acknowledged the execution of the foregoing instrument this 7th day of December, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.

My Commission Expires: 1/16/09
County of Residence: Elkhart


Notary Public
Printed: Larry A Barnes

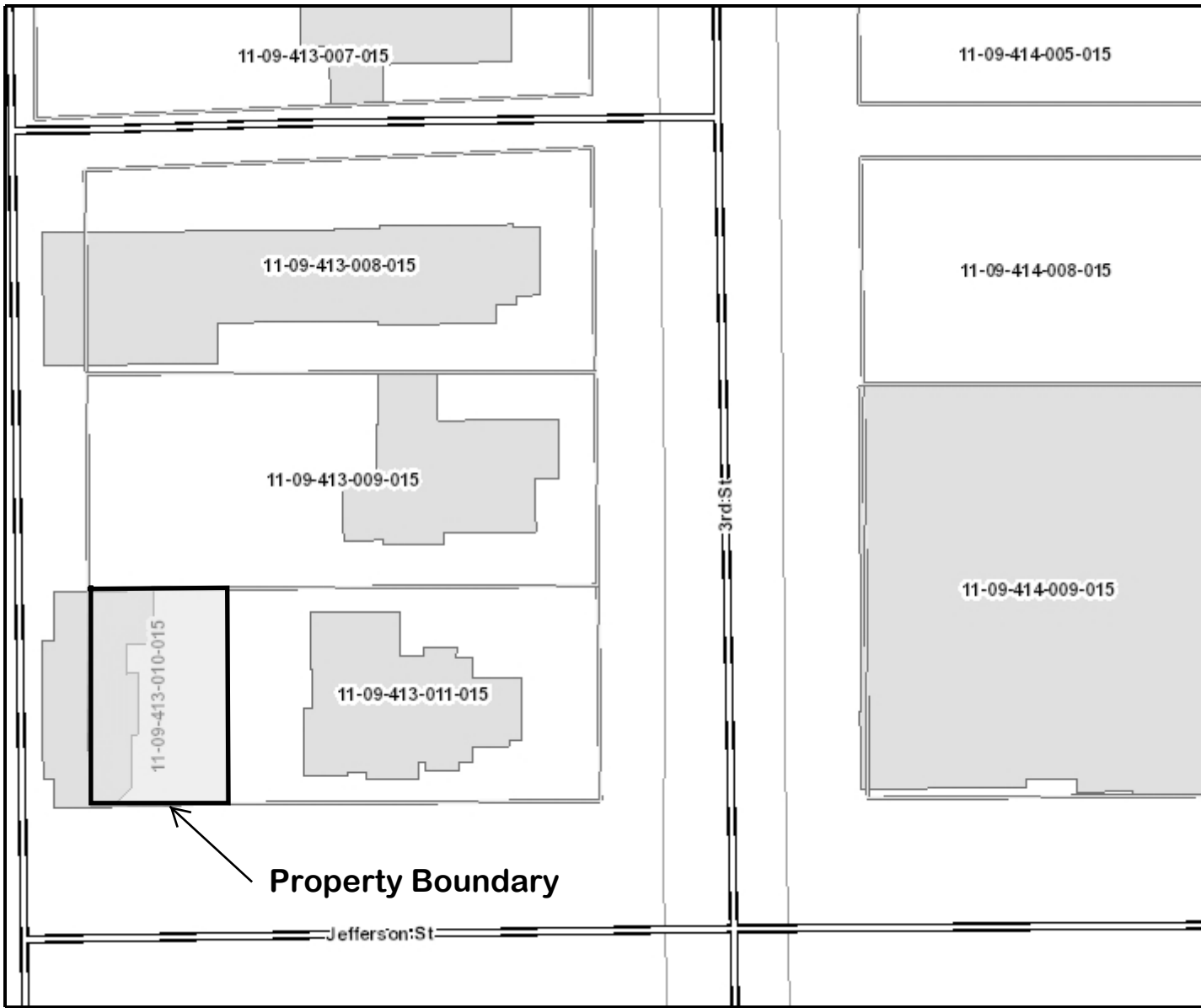
890 →

This instrument was prepared by Donald R. Shuler, Barkes, Kolbus & Rife, LLP, 118 North Main Street, Goshen, Indiana 46526.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
12/07 2006
David J. Nease AUDITOR
006920
5.00pt
2011-09-413-010-000-015

EXHIBIT B
SITE MAP



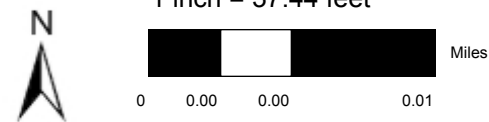
W. Jefferson Street, Goshen

txtSubTitle

Legend

- SJC Parcel Dimensions
- SJC Parcels
- ELK Parcels
- SJC Street
- ELK Street
- Building Footprint
- Railroad
 - Railroad
 - Abandoned Railroad
- Road Centerline
- Railroad Bridge
- Roadway Bridge
- Major Roads
 - 1
 - 10
- Primary Roads
- Secondary Roads
- Local Roads
- Rivers
- Local Roads

1 inch = 37.44 feet



Property Boundary

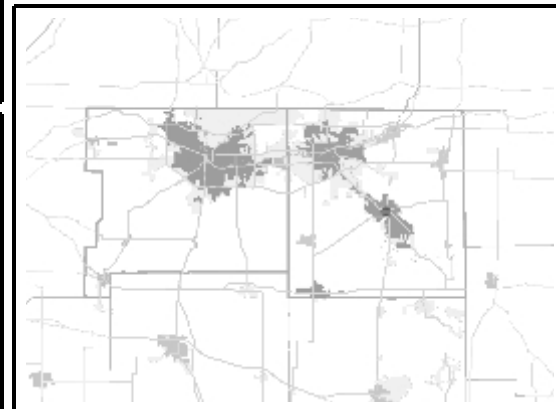
Date Printed: 11/20/2019

Map Generated By: Public

Coordinate grid is based on Indiana East State Plane Coordinate System 1983 North American Datum.

Information shown on this map is not warranted for accuracy or merchantability. Reproduction or distribution of this material is not authorized without the express written permission of MACOG.

Michiana Area Council of Governments | Geographic Information System
Elkhart and St. Joseph Counties, IN



RESOLUTION 33-2020

Authorize Payment to Abonmarche for Consulting Contract for the Ninth Street Multi-Use Path

WHEREAS the City of Goshen and Abonmarche, Consultants, Inc. entered into an LPA -Consulting Contract dated December 14, 2018 for Construction Engineering Services for the Ninth Street Multi-Use Path.

WHEREAS there was additional consulting work that was necessary for the completion of the project. The additional compensation for that work is Forty-One Thousand Eight Hundred Fourteen Dollars (\$41,814.00).

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission authorizes a payment to Abonmarche Consulting, Inc. in the amount of Forty-One Thousand Eight Hundred Fourteen Dollars (\$41,814.00).

PASSED and ADOPTED on May 19, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

February 20, 2020

City of Goshen Legal Department
Attention: Mr. Larry A. Barkes, Attorney
City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

RE: LPA-Consulting Contract for Construction Engineering Services
Ninth Street Multi-Use Path in Goshen, IN, Des. No. 1400995

Dear Mr. Barkes:

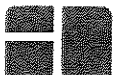
We are in receipt of your letter dated February 14, 2020 requesting substantiation of substantial changes in the scope, character or complexity of the work of the project that would entitle Abonmarche additional compensation. As stated in the letter, the contract between the City of Goshen and Abonmarche Consultants dated December 14, 2018 includes an estimated completion of the project of November 2019. November 2019 was agreed to based on the substantial completion date of the contracted work, the time required from substantial completion to final completion of work, and the time required for Final Records. The substantial completion date of August 30, 2019 was specified in INDOT's Contract Information Book for the referenced project. Following substantial completion of an INDOT project, a pre-final walk through is scheduled to review the work and compose a list of deficient items as agreed to by the City of Goshen, INDOT, the Contractor, and Abonmarche. After the list has been prepared and distributed, the items are then addressed by the Contractor and a final walk through is performed. Following final completion of all work, the inspection firm, Abonmarche Consultants, is allotted a number of days to complete Final Records, based on the size and complexity of the project. The work under the LPA-Consulting Contract would be fulfilled following the approval of Final Records. The Contractor substantial completion date of August 30, 2019 set the anticipated date of approval of Final Records to November of 2019. Therefore, the term of contract between the City of Goshen and Abonmarche Consultants was established as November of 2019 as the estimated completion of the project.

This limit for the term of the Contract was adversely affected by delays in construction as detailed in the Change Orders agreed to by the City of Goshen, INDOT, the Contractor, and Abonmarche. The Change Orders were created because all parties involved agreed that additional work, not anticipated as part of the original Contract, was required or requested during the course of construction. The scope of the services of the Contract were therefore substantially changed by the required change in duration of the term of the hourly services. The following is a brief summary of the Change Orders agreed upon for this Contract:

- Change Order No. 1, Relocation of NIPSCO Gas Service: Several residential gas services were discovered along a portion of the project that were in conflict with the proposed

drainage improvements. The gas services were subsequently lowered to allow for construction of the proposed improvements, however the work resulted in a delay to the project of 8 calendar days that required previously unforeseen project coordination, record keeping and utility involvement and therefore a substantial change in the scope and character of work.

- Change Order No. 2, Relocation of NIPSCO Electric Pole Guy Anchors: Guy anchors required for the stability of electrical poles were identified in the contract documents as needing to be relocated. During development of the project design, NIPSCO had agreed to relocate the guy anchors within 60 calendar days of notification that the site was prepared for their work. NIPSCO was notified on April 9, 2019 and did not complete the work until July 20, 2019, a duration of 102 calendar days, exceeding the original terms by 42 calendar days. The Contractor made efforts to revise their order of operations as to limit the impact to the project schedule, however, they were ultimately directly impacted and awarded a 14 calendar day extension. The delays amount to a change in scope and character of work with the required additional coordination, record keeping, and utility involvement that would not have otherwise been required for completion of the project.
- Change Order No. 3, Revised Grading: The proposed driveway and service walk elevations as interpreted from the cross sections in the construction plans did not match to the existing site conditions. Existing site conditions did not appear as depicted by the original survey performed several years prior to construction resulting in required changes in elevations of multiple service walks or driveway approaches as they met into the existing. This discrepancy was not discovered until after removals, subgrade construction, and staking were completed necessitating a change of the work previously completed. A change of a single service walk or driveway often necessitated a change in the multi-use trail elevation in order to maintain proper drainage and slopes while meeting ADA requirements. Any isolated revision requires review and adjustment of all adjacent features and iterative field determined solutions. The revised grading required additional coordination with the contractor, reviews of staking and forms, and calculations performed both in the field and the office to ensure positive drainage and ADA compliance. The revisions also required coordination with the City of Goshen, INDOT, and the designer to ensure all parties were in agreement with the direction and grading decisions. The delays resulted in an agreed upon 30 calendar days added to the original contract due to the removal of previous work and the extent of additional work required. This work of inspection of field changes was a substantial change in scope, character, and complexity of the project.
- Change Order No. 4, Planting Substitution: The pending Change Order No. 4 will propose to substitute a recommended species of planting to replace any that are not readily available at the time of planting. No substantial change in scope, character or complexity will result from this change order and no additional compensation is requested.
- Change Order No. 5, Tree Planting: INDOT requires that all trees be planted between September 1 and May 25. Trees that are planted between October 1 and April 15 must be planted dormant and then inspected for compliance during the first growing season in the spring. Due to previous delays, trees were not able to be planted until after October 1. The dormant plantings and spring inspection results in an inability to fully complete Final Records during the winter and requires the project remain open with limited coordination until the

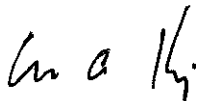


inspection. A meeting will be coordinated and inspection performed with minutes distributed and deficiencies addressed once the trees begin establishing growth. Final Records will then be re-visited and completion dates added and a final review able to commence once the project has been completed. The number of calendar days included in Change Order No. 5 will be determined in the spring after pending suitable weather during planting season. The time required for additional reporting, coordination, and re-visiting incomplete Final Records changes the scope of the project by extending the duration of work is estimated to be approximately 3 calendar days.

The substantial completion date for the project was therefore extended a total of 52 calendar days, from August 30, 2019 to October 21, 2019, by way of Change Orders No. 1 (8 calendar days), No 2 (14 calendar days), and No. 3 (30 calendar days). The actual substantial completion for the project was 14 days later on November 4, 2019. This completion date is 66 calendar days beyond the original completion date of August 30, 2019. Additionally, 3 calendar days are anticipated for the spring planting inspection noted in Change Order No. 5. Therefore, the total number of days increased from the original contract substantial completion date is 69 calendar days. The original project was estimated at 164 calendar days in accordance with the Contract Information Book commencement date of March 25, 2019 and completion date of August 30, 2019. The additional duration represents a 42.07% increase from the original contract.

Abonmarche's contract with the City of Goshen includes estimated time for Contract and Pre-Construction; Construction Engineering – Field; Construction Engineering – Office and Reports; and Final Construction Records. The Construction Engineering tasks of the project commence at the Pre-Construction meeting and terminate at completion of construction and total \$99,391.60 as supported in the staff hours by classification sheet. An increase commensurate to the additional duration of 42.07% corresponds to a cost increase of \$41,814.00. Therefore we respectfully requesting an equitable increase in compensation for Construction-Phase services required after the original date for final completion of the work as set forth in the construction Contract pursuant to the LPA- Consulting Contract, Appendix "A part A1.01B. in reference to Recitals Section I, Services by Consultant.

Sincerely
Abonmarche Consultants



Chad Knip, P.E.

cc: Leslie Biek
Dustin Sailor
Mark Brinson



RESOLUTION 34-2020

Approve Subordination Agreement with Centier Bank and River Art, LLC

WHEREAS the City of Goshen and River Art, LLC entered into an Agreement for the Lease and Development of Real Estate on March 26, 2018 and amended on May 14, 2019 for the lease, development and purchase of real estate identified as the Third Street Project Real Estate and the renovation of real estate identified as the Hawks Building Lot A.

WHEREAS River Art, LLC is obtaining a construction loan from Centier Bank, and City agrees to enter into a Subordination Agreement to induce Centier Bank to provide financing to River Art, LLC.

WHEREAS by Resolution 46-2019 passed July 9, 2019, the Goshen Redevelopment Commission approved a Subordination Agreement with Centier Bank and River Art, LLC for the same amount and purpose; however, that loan between Centier Bank and River Art, LLC did not close.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Subordination Agreement with Centier Bank and River Art, LLC attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission authorizes the execution of the Subordination Agreement by Mark Brinson, Community Development Director on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on May 19, 2020.

Thomas Stump, President

Andrea Johnson, Secretary

SUBORDINATION AGREEMENT

Effective Date: _____, 2020

CENTIER BANK, an Indiana state bank (“Lender”) and the undersigned (“Subordinate Creditor”), which is a creditor of RIVER ART, LLC, an Indiana limited liability company (“Borrower”), agrees to the following:

1. Borrower is indebted to Subordinate Creditor in the amount set forth below next to Subordinate Creditor’s name and may be indebted to Subordinate Creditor for other and further loans and advances in the future (all of which are referred to, collectively, as the “Subordinate Debt”). If Subordinate Creditor holds any security for the Subordinate Debt, the nature of such security is briefly described below next to Subordinate Creditor’s name. In addition, nothing in this Agreement is intended to permit nor does it permit or allow any further grant of security in favor of Subordinate Creditor without the prior written consent of Lender.

2. Subordinate Creditor represents that the Subordinate Debt has not been previously assigned to or subordinated in favor of any other person or entity.

3. Subordinate Creditor is entering into this Agreement:

(a) to induce Lender to enter into or to refrain at this time from terminating a Construction Loan Agreement dated May _____, 2020 and any other related agreements (as amended, modified and or restated, collectively the “Credit Agreements”) with Borrower;

(b) to induce Lender to continue its present lending arrangement with Borrower;

(c) in consideration of Lender continuing its lending relationship with Borrower;

(d) in consideration of loans, advances, payments, extensions of credit (including the extension or renewal, in whole or in part, of any debt), benefits or financial accommodations previously made by Lender to Borrower or which may be made by Lender to Borrower; and/or

(e) in consideration of any of Borrower’s obligations to Lender, now existing or arising in the future.

4. The Subordinate Debt is hereby subordinated to any present or future indebtedness, obligations or liabilities of Borrower (and, in addition, of Borrower as a Debtor-in-Possession under any bankruptcy act or code, state or federal law, common law or equitable doctrine and of any trustee, receiver or other party appointed for Borrower under any such laws, doctrine or proceedings) to Lender, including interest accrued or to be accrued, absolute or contingent obligations and obligations acquired by purchase or otherwise as well as all reasonable collection costs and attorneys’ fees incurred by Lender in enforcing its rights against Borrower (collectively, the “Senior Obligations”).

5. Subordinate Creditor hereby expressly and unconditionally subordinates to Lender any and all right, title, liens, security interests and mortgages which Subordinate Creditor may presently have or which it may hereafter acquire from Borrower in property of Borrower, whether now owned or hereafter created or acquired and wherever located. Subordinate Creditor agrees that all liens, security interests and mortgages granted in favor of Subordinate Creditor in property of Borrower are and shall be junior in right of priority to and subordinate to any and all liens, security interests and mortgages that

Lender, or its successors or assigns, have or may have in the same property. The priorities provided for in this Agreement shall apply:

(a) without regard to the time or order of attachment, perfection, filing or recording of the mortgages, security interests and other liens to secure the obligations of Borrower, or the failure to give notice of the acquisition or expected acquisition of any such mortgage, security interest or lien;

(b) notwithstanding anything to the contrary in the provisions of the United States Bankruptcy Code or the Uniform Commercial Code in any relevant state of the United States or the laws of the State of Indiana or any other relevant state, which relate to the priority of liens, security interests or mortgages;

(c) with respect to all obligations of Borrower to Subordinate Creditor, and of Borrower to Lender, whenever made, created or acquired; and

(d) notwithstanding the lapse of perfection of Lender's liens or security interests or Lender's failure to perfect its liens or security interests.

Subordinate Creditor also agrees to execute any other documents or financing statements reasonably required by Lender to effectuate the terms and provisions of this Agreement.

6. Unless Borrower defaults under the Credit Agreements or any Promissory Note(s) given to Lender by Borrower or unless an event occurs which, with the passage of time or with notice, would become an event of default under the Credit Agreements or any such Promissory Note(s), and Lender gives notice of the same to Subordinate Creditor, Subordinate Creditor may receive scheduled payments of interest and the payment of principal at the maturity date from Borrower on account of the Subordinate Debt. However, upon receipt of such notice of default from Lender, Subordinate Creditor agrees not to ask for, demand, sue for, take or receive payment, whether by setoff or otherwise, on account of the Subordinate Debt or take or receive security for any part of the Subordinate Debt, until all Senior Obligations have been fully paid to Lender or such default has been cured to Lender's sole but reasonable satisfaction. Any payments received by Subordinate Creditor on account of the Subordinate Debt after receiving such notice from Lender will be held by Subordinate Creditor in trust for Lender and will be immediately turned over to Lender to be credited against the Senior Obligations.

7. At all times the Senior Obligations are owing to Lender, Subordinate Creditor agrees that it will not accept prepayments of the Subordinate Debt or any payments on the Subordinate Debt other than scheduled payments of interest and the payment of principal at the maturity date in accordance with the original terms of the Subordinate Debt, as specified in Section 6 above.

8. If Borrower defaults on the Subordinate Debt, Subordinate Creditor shall give Lender written notice of the default. However, regardless of Borrower's default on the Subordinate Debt, Subordinate Creditor will not seek to foreclose or otherwise realize upon any security for the Subordinate Debt. Subordinate Creditor shall have no right to foreclose or otherwise realize on any security, until and unless all Senior Obligations have been fully paid and discharged.

9. Upon any distribution of any of Borrower's assets, whether by reason of sale, reorganization, liquidation, dissolution, arrangement, bankruptcy, receivership, assignment for the benefit of creditors, foreclosure or otherwise, Lender shall be entitled to receive payment in full of the Senior Obligations prior to the payment of all or any part of the Subordinate Debt. To enable Lender to assert and enforce its rights under this Agreement or upon any default under the Credit Agreements or default under any Promissory Note(s) given to Lender by Borrower, Lender or any person Lender may designate

is appointed agent and attorney-in-fact for Subordinate Creditor to perform such acts as are consistent with this Agreement. This appointment is coupled with an interest and is irrevocable so long as any Senior Obligations remain unpaid. Lender or any person it may designate will have full power to act in the place of Subordinate Creditor, including the right to make, present, file and vote proofs of claim(s) against Borrower on account of any part of the Subordinate Debt as Lender may deem advisable and to receive and collect any and all dividends or other payments made on the Subordinate Debt, and to apply such funds to the balance due on the Senior Obligations.

10. While this Agreement remains in effect, Subordinate Creditor will not, without Lender's prior written consent, (a) assign or subordinate in favor of any other person or entity, any part of the Subordinate Debt or any right, claim or interest in the Subordinate Debt, (b) commence or join with any other creditor in commencing any bankruptcy, reorganization or insolvency proceeding against Borrower, or (c) amend, revise or otherwise alter the terms of the Subordinate Debt from the terms which exist as of the date of this Agreement.

11. Lender may at any time, in its sole discretion, renew or extend the time of payment of any part of the Senior Obligations, waive or release any collateral that may be held as security, and enter into any agreements with Borrower which Lender may deem desirable, without notice to or further assent from Subordinate Creditor and without in any way affecting Lender's rights under this Agreement, except that Subordinate Creditor shall be entitled to receive written notice of any default that Lender has declared against Borrower.

12. Subordinate Creditor will type, write or otherwise conspicuously imprint on each note, document or other instrument evidencing or related to the Subordinate Debt the following legend:

RIGHTS OF THE HOLDER TO RECEIVE PAYMENT ARE SUBJECT AND SUBORDINATE TO THE PRIOR PAYMENT OF ALL OBLIGATIONS OF THE MAKER TO CENTIER BANK PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF MAY __, 2020.

13. This Agreement shall remain in effect and shall be a continuing subordination until all Senior Obligations to Lender from Borrower are paid in full.

14. Subordinate Creditor further agrees that if at any time Borrower's payment or payment(s) to Lender or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, rescinded and/or required to be repaid by Lender to a trustee, receiver or any other party under any bankruptcy act or code, state or federal law, common law or equitable doctrine, then to the extent of any sum not finally retained by Lender, the Subordinate Creditor's obligations to Lender shall be reinstated and this Agreement shall remain in full force and effect (or be reinstated) until full and final payment shall have been made to Lender. If any action or proceeding seeking such repayment is pending or, in Lender's sole judgment, threatened, this Agreement shall remain in full force and effect notwithstanding that Borrower may not then be obligated to Lender. Subordinate Creditor agrees to hold in trust for Lender and promptly remit to Lender any payment(s) received by Subordinate Creditor after such invalidated, rescinded or returned payment(s), above-described, were originally made.

15. Subordinate Creditor, on its own behalf and on behalf of its successors and permitted assigns, hereby expressly waives all rights, if any, to require a marshalling of assets by Lender or to require that Lender first resort to some or any portion of any collateral securing Borrower's obligations to Lender before foreclosing upon, selling or otherwise realizing on any other portion thereof.

16. This Agreement shall inure to the benefit of Lender, its parent, subsidiary or affiliated corporation(s), and any of Lender's successors and assigns, and shall be binding on Subordinate Creditor, and Subordinate Creditor's successors and permitted assigns.

17. In the event that there is an express conflict between the terms and provisions of the Credit Agreements and of this Agreement, the terms and conditions of this Agreement shall govern and control. In the event that there is an express conflict between the terms and provisions of the agreements between Subordinate Creditor and Borrower relating to the Subordinate Debt and of this Agreement, the terms and conditions of this Agreement shall govern and control.

18. All notices, elections, requests and other communication hereunder shall be in writing and shall be deemed given (i) when personally delivered, or (ii) two (2) business days after being deposited in the United States mail, postage prepaid, certified or registered, or (iii) the next business day after being deposited with a recognized overnight mail or courier delivery service such as Federal Express, or (iv) when transmitted by facsimile or telecopy transmission, with receipt acknowledgement upon transmission, or (v) when sent via electronic mail, with receipt acknowledgement upon transmission; addressed to the address as set forth below the signature of each party hereto (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein).

19. Except where the context otherwise requires, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter.

20. This Agreement constitutes the entire understanding of Subordinate Creditor and Lender regarding the subject matter provided for in this Agreement. This Agreement may only be modified, amended or supplemented by a writing signed by both Subordinate Creditor and Lender.

21. This Agreement shall be governed by and construed according to the internal laws of the State of Indiana.

KD_10115943v5

SIGNATURE PAGE – SUBORDINATION AGREEMENT

CITY OF GOSHEN

Amount of Subordinate Debt: \$250,000.00

Security (if any): _____

By: _____
Mark Brinson, Community Development Director
Goshen Redevelopment Commission

Address: _____

Fax: _____

Email: _____

SIGNATURE PAGE – SUBORDINATION AGREEMENT

CENTIER BANK

By: _____
Timothy M. Rudge, Vice President

ACKNOWLEDGMENT BY BORROWER

The terms and provisions of the foregoing Subordination Agreement are hereby acknowledged and approved on behalf of Borrower as of _____, 2020.

RIVER ART, LLC, an Indiana limited liability company

By: Insite Development LLC, an Indiana limited liability company, its Manager

By: _____

Printed: Scott Sivan

Title: Manager

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **April 15, 2020 through May 7, 2020** and finds that entries are allowed in the total amount of **\$171,187.73**

APPROVED on May 19, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 04/15/20 through 05/07/20

Invoice Date	Payee	Description	Claim #	Line Number	Amount
4/29/2020	NIPSCO (00014)	65736 State Road 15	1696	406-560-00-435.0101	\$226.44
4/29/2020	NIPSCO (00014)	65736 State Road 15	1696	406-560-00-435.0201	\$157.27
4/29/2020	Elkhart County Treasurer	Misc Property Taxes & Stormwater Fees	1697	406-560-00-431.0502	\$20,457.10
4/29/2020	Elkhart County Treasurer	River Race Property Taxes & Stormwater Fees	1697	480-560-00-431.0502	\$6,660.60
4/29/2020	Elkhart County Treasurer	Southeast Property Taxes & Stormwater Fees	1697	473-560-00-431.0502	\$2,635.70
5/4/2020	City of Goshen Utilities	Water bill for 65736 State Road 15	1700	406-560-00-431.0502	\$9.17
5/4/2020	V & S Incorporated	Millrace Co-Housing	1699	480-560-00-442.0000	\$6,650.00
5/4/2020	Community Business Equipment (04491)	Office Supplies	1702	406-560-00-429.0002	\$14.55
5/4/2020	Indiana Department of Transportation (00988)	Payment for Change Orders for Northwest Bike Trail	1701	480-560-00-442.0000	\$6,638.89
5/4/2020	Kuert Concrete Inc	Hawks Water Main	1704	480-560-00-442.0000	\$19,399.50
5/4/2020	Quality Excavating(07312)	Co-Housing	1698	480-560-00-442.0000	\$3,130.00
5/5/2020	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Professional Services - Crowder Condenmation	1707	480-560-00-439.0930	\$944.25
5/5/2020	Lochmueller Group(09835)	Kercher Road Pahse 2	1705	473-560-00-431.0502	\$37,686.41
5/5/2020	Lochmueller Group(09835)	Kercher Road Phase 1	1706	473-560-00-431.0502	\$3,472.02
5/6/2020	Advanced Excavating LLC	Demo of East Lincoln Homes	1709	480-560-00-442.0000	\$29,600.00
5/6/2020	Elkhart County Landfill (00587)	Disposal of debri from East Lincoln Homes	1710	480-560-00-442.0000	\$3,892.42
5/6/2020	Lawson-Fisher Associates, PC (05374)	Northwest Bike Trail	1708	480-560-00-431.0502	\$25,342.41
5/12/2020	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Legal Services for May 1, 2020- May 31, 2020	1703	406-560-00-431.0502	\$4,271.00
				Total:	\$171,187.73

May 2020 Redevelopment Staff Report

PROJECT: GOSHEN THEATER RENOVATION- PHASE I

PROJECT DESCRIPTION

Goshen Theater, Inc. has purchased the Goshen Theater building to serve as an Arts and Entertainment facility downtown. A phased renovation of the theater has been proposed and construction is in progress. The first phase of construction will include renovation of the lobby area, installation of an elevator, and construction of restrooms, HVAC upgrades, hazardous material remediation and façade restoration.

PROJECT UPDATE

The Commission has approved \$850,000 for this project, which is structured as a forgivable loan. Additional funding is coming from the Regional Development Authority, Community Foundation and private donors. The theater board has secured approximately \$5.0 million to date, which includes \$1 million for an operating endowment. In December of 2019 the theater received an additional gift of \$500,000 from an anonymous donor, which was matched by an additional \$500,000 from the Community Foundation. These additional gifts are targeted for auditorium renovations, including new seating, originally planned for the second phase of construction.

Construction is scheduled to be completed in summer of 2020.

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from Washington Ave to Kercher Ave.

PROJECT UPDATE

Here is the updated schedule for the implementation of the Quiet Zone:

- Spring 2020 – Installation of signs and delineators at the railroad crossings.
- Summer 2020– Traffic counts to be done at each of the railroad crossings.
- Fall 2020 – Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed in 2020.
- Fall 2020 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Fall/Winter 2020 – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July 2019 to review the plans implementation status and finalize the proposed changes. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete. The City will begin installing the center dividers in the summer of 2020.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department's Training facility and the Goshen Central Garage. This corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway's appearance does not reflect the investment the adjoining companies have made on their properties. The overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from the creek to just past Troyer Carpets and Steury Avenue from Lincoln to the "S" curves. Delays in securing 708 E. Lincoln Avenue and relocating the tenants have pushed project into 2021. The water main project, which is a Water Utility project, east of Steury Avenue, is progressing and will bid this year.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM RAILROAD TO DIERDORFF ROAD

PROJECT DESCRIPTION

Improvements to Kercher Road from the Railroad to Dierdorff Road will include one lane in each direction and a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. The intersection at Pine Manor Drive and Industrial Park Drive will be aligned to allow for safe turning movements. This project was let in February 2018.

PROJECT UPDATE

The work is substantially complete. Punch list items have been addressed and final project closeout is occurring.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM DIERDORFF ROAD TO US 33

PROJECT DESCRIPTION

Improvements to Kercher Road from Dierdorff Road to US 33 will include one lane in each direction, a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. This project was let in February 2019.

PROJECT UPDATE

The contractor is on schedule to be substantially completed with the work by mid-June.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park.

PROJECT UPDATE

All work has been completed on the first phase of this project. An easement needs to be acquired from Benteler, and then the project can be bid. So long as the COVID-19 crisis ends in the next month, we anticipate this project can still be bid this year.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

The city owns an existing stormwater facility located on the south side of State Road 119 and east of Lighthouse Lane. This facility does not adequately address the stormwater issues in the area. The project will supplement existing public stormwater facilities by constructing additional interconnecting detention areas in partnership with the developer of The Crossing, a residential subdivision. The project will also include the extension of Lighthouse Lane to connect to The Crossing.

PROJECT UPDATE

The Redevelopment Commission has approved an agreement with the Barak Group, LLC, developer of The Crossing subdivision. The agreement requires the developer to complete the design for stormwater and road improvements, which will then be bid by the City. Design is underway and construction will likely occur in late 2020/early 2021. Agreements are already in place with the adjacent property owners to be able to construct a comprehensive stormwater solution for this area.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of the Plymouth Avenue.

PROJECT UPDATE

A Request for Proposals was issued in February, 2020 with proposals due March 10 and April 14. No proposals were received. The property is posted on the inventory of available properties maintained by the Economic Development Corporation of Elkhart County.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

American Structurepoint was hired to design the project in August 2018. The design is complete, was submitted for technical review, comments were provided back, and now the second round of comments are under review. The Mayor has placed a pause on this project until the economic impact from the Coronavirus can be determined.

PROJECT: RIVER ART

PROJECT DESCRIPTION

An agreement has been executed with Insite Development to design and construct an upscale residential project along the millrace canal. The site is near the intersection of South Third Street and Jefferson Street.

The River Art development project will consist of an approximately 46-unit apartment building, the construction of 18 condominium/apartment units in the north half of the Hawks building and the creation of a new community park. The new apartments will be constructed on property previously offered for sale by the Goshen Redevelopment Commission. The development site also includes the north half of the Hawks building which is privately owned and will be acquired separately by the developer.

The developer plans to invest \$11 million on the construction of a modern architectural style building featuring high-quality rental apartments. Amenities include covered parking spaces for residents located under the apartment building, a common terrace shared by residents and private balconies for individual apartments.

An additional \$3.6 million would be invested in the complete redevelopment of the north half of the Hawks Building for the construction of condominiums. Plans also include the possibility of constructing a coffee shop and gallery space on the first floor of the Hawks building.

As an amenity to the two development projects, Insite is proposing to design and construct a small community park on the vacant lot north of the Hawks Building. The park would serve area residents including those at the Hawks and River Art and will feature landscaping, a walkways, benches, lighting and public art produced by local artists. The developer would donate the completed park to the City.

PROJECT UPDATE

A development agreement was executed on March 26, 2018 and closing was held on April 17, 2018 for the north half of the Hawks building. Building permits for the Hawks building have been issued and construction is underway.

PROJECT: MAIN STREET IMPROVEMENTS

PROJECT DESCRIPTION

Main Street from Pike south to Madison includes a number of aesthetic and functional improvements. Features included in the project are:

- Asphalt pavement improvements
- Striping for angle parking and bump-outs
- Delineators at the bump-out locations
- Curb ramp replacements and sidewalks as funding allows
- Mid-block crossings at two locations.

The River Race Capital Plan includes \$500,000 for construction in 2019. For the US 33 and SR 15 transfer, INDOT will be providing the City with \$400,000 which will go towards this project.

PROJECT UPDATE

Work on the pavement section started on Monday, May 4. By Friday, May 8, the road was milled, poor base material was removed and Niblock had installed the binder course of asphalt. On Tuesday, May 12, the road fabric will begin to be installed, and surface pavement is planned for the end of the week. By the week of May 18, the pavement stripping is on the schedule. All indicators are that we will be completed with the project by the end of May.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging in size from 2,500 to 3,000 square feet. All homes would feature private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

At the December Redevelopment meeting, the Commission authorized staff to negotiate a development agreement with Insite Development.

PROJECT UPDATE

The developer will be working with City staff over the next several months to modify the subdivision for this area. A pre-development meeting was held in mid-December and a Major Change to the PUD was approved by the Plan Commission last month.

PROJECT: RIVER RACE DRIVE IMPROVEMENTS

PROJECT DESCRIPTION

The 2019 phase of the River Race drive project includes the construction of a public parking lot at Third and Jefferson. The new lot will be constructed using brick pavers to manage stormwater on-site. There will be approximately 50 spaces that will provide parking for the new Hawks North and River Art projects. It will also provide public parking for other developments in the immediate area.

PROJECT UPDATE

The preconstruction meeting took place on April 9. The contractor offered a start date of June 8, with work being completed by August 4. Goshen Engineering has requested Niblock to do better on their completion date, as the original goal was to have the work completed by the end of July. Niblock's representative stated they will see if they can do better on the project schedule.

PROJECT: US 33 AND FAIRFIELD IMPROVEMENTS

PROJECT DESCRIPTION

This federally funded project consists of adding a pedestrian crossing on US 33 near Fairfield Ave. and added turn lanes on US 33 at Fairfield and US 33 at Plymouth. The project is expected to be under construction in 2023.

PROJECT UPDATE

This project has been cancelled with expectations that INDOT will be performing reconstruction work along the U.S. Hwy. 33 corridor in the next 5 to 8 years. In a discussion with Dana Plattner, with INDOT, we learned this past month the funding request for the U.S. Hwy. 33 improvement project scored well, but was not selected the current round of funding consideration. INDOT Fort Wayne will submit the project again next year for consideration.

PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2025.

PROJECT UPDATE

The City has selected American Structurepoint to design the project and INDOT has approved the selection. The contract has been signed, and the process has begun.

PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40

PROJECT DESCRIPTION

The next phase of the Waterford Mills Parkway project will be to extend the road to the west and connect to CR 40, east of the existing bridge. The City of Goshen and Elkhart County will be working together to design and build this project, with the County taking the lead role.

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a "no build" option. The County has hired the Lochmueller Group to conduct a traffic study, to further evaluate the options. The County has prepared an inter-local agreement, which will define the roles and responsibilities of both parties in the design and construction of this roadway. The interlocal agreement has been approved by the City Council and will be presented to the Redevelopment Commission in 2020.