



Goshen Common Council

6:00 p.m., June 26, 2023 Regular Meeting

Council Chamber, Police & Court Building, 111 East Jefferson Street, Goshen, IN

Call to order by Mayor Gina Leichty

Pledge of Allegiance

Roll Call:

Megan Eichorn (District 4)

Julia King (At-Large)

Doug Nisley (District 2)

Gilberto Pérez, Jr. (District 5)

Donald Riegsecker (District 1)

Matt Schrock (District 3)

Council President Brett Weddell (At-Large)

Youth Adviser Jessica Velazquez Valdes (Non-voting)

Approval of minutes – June 5, 2023 Regular Meeting

Approval of meeting agenda

Privilege of the Floor

1) Ordinance 5160, Additional Appropriations (Public hearing & First, Second Readings)

2) Resolution 2023-10, Fiscal Plan for the College Avenue (County Road 36) Annexation

3) Ordinance 5157, College Avenue (County Road 36) Annexation (Second reading)

4) Resolution 2023-12, Economic Development Agreement with Cherry Creek, LLC

Elected Official Reports

Adjournment



GOSHEN COMMON COUNCIL

Minutes of the June 5, 2023 Regular Meeting

Convened in the Council Chamber, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Mayor Stutsman called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Mayor Stutsman asked the Clerk-Treasurer to conduct the roll call.

Present: Megan Eichorn (District 4) Julia King (At-Large) Doug Nisley (District 2)
Gilberto Pérez Jr. (District 5) Donald Riegsecker (District 1)
Matt Schrock (District 3) Council President Brett Weddell (At-Large)
Youth Adviser Karen C. Velazquez Valdes (Non-voting)

Absent: None

Approval of Minutes:

Mayor Stutsman asked the Council's wishes regarding the minutes of the May 15, 2023 Regular Meeting. Councilor Pérez noted that topic #1 should have the name "Rosie Singh" instead of "Miriam Singh" and the change was approved without a motion. Councilor King made a motion to accept the May 15, 2023 minutes as presented. Councilor Schrock seconded the motion. The motion passed 7-0 on a voice vote.

Approval of Meeting Agenda:

Mayor Stutsman presented the agenda with the addition of new item #1. *Presentation about the Classification and Compensation Study by Baker Tilly.* Councilor Nisley moved to approve the agenda as suggested and Councilor Pérez seconded the motion. The motion passed 7-0 on a voice vote.

Privilege of the Floor:

At 6:03 p.m., Mayor Stutsman invited public comments on matters not on the agenda.

Glenn Null of Goshen complimented the City's actions on Memorial Day, saying that he appreciated the parade and that "the City actually knew what to do with the flags, when they should be flown at half-staff and when they should be raised." He thanked the Mayor and the City for honoring the flag and following the flag rules.

There were no further comments, so Mayor Stutsman closed Privilege of the Floor at 6:05 p.m.

1) Presentation about the Classification and Compensation Study by Baker Tilly

Mayor Stutsman said that the Council had requested a wage and compensation study to determine where the City of Goshen stands regarding employee pay compared to other municipalities and local industries. As the study nears completion, the Council and incoming Mayor Leichty will look closely at the study while the City undergoes union negotiation and budget considerations. The Mayor also said that due to the study, the City will be changing pay grades to better reflect the spread of wages across the City, not due to promotions or demotions, but simply to better reflect position alignments. Deputy Mayor Mark Brinson shared a memo with the Council that provided a brief overview of the wage study (EXHIBIT #1).



The **Mayor** introduced **Jada Kent, Baker Tilly senior manager**, who presented the study results to the Council.

Jada Kent shared the PowerPoint presentation, "Classification and Compensation Study" (**EXHIBIT #2**), and shared various high-level points:

- The project included data collection, a review of all City positions using employee and manager questionnaires, a market assessment, developing a pay plan and preparing a final report for the Council and City management.
- Baker Tilly reviewed positions based on weights of various compensable factors to determine market wages compared to other comparable positions and titles. Comparable positions were normalized to reflect similar working hours and cost of labor differentials in order to compare to the City's positions.
- Kent recommended four pay plans structured around the City's Union organizations, specifically General Employees, Teamsters, Police, and Fire, and outlined a recommended plan for the General Employees with 30 pay grades, minimum and maximum wages, and various examples of wage spreads.
- She then proposed various implementation scenarios, recommended the City approve changes to the compensation system and continue to maintain and review the system for internal and external equity.

Mayor Stutsman shared that other advisors at Baker Tilly are providing analyses on how plan implementation might affect the City's budgets. **Council President Weddell** asked about benefits included in the study. **Kent** said that the study focused on base pay only. Mayor Stutsman said that the study established pay grades in comparison to various employee levels and provided benefits information on other communities, but we would need to gather further information in order to compare the City's benefits to other communities. **Councilor King** asked about an efficient way to gather information regarding benefits packages. Kent said that she prepared a report that compiles benefits comparisons to other entities, and Mayor Stutsman said that the City will compare benefits packages with Elkhart, Mishawaka and South Bend. Mayor Stutsman said that the City will develop a smart plan that provides for necessary salary adjustments while not putting the City in the position of reducing wages or cutting positions in the future.

2) Mayor's Presentation: City of Goshen Youth Advisers

Mayor Stutsman said that the City has youth advisers who serve on boards throughout the City and this is the meeting to say goodbye to outgoing advisers while presenting incoming advisers. The program started with one Council youth adviser in 2016 and has expanded to six youth advisers serving various boards. He said that the advisers campaign at Goshen High School for two weeks and then students vote using voting machines provided by Elkhart County. Mayor Stutsman asked the following outgoing youth advisers to stand at the front of the room where he presented them with a plaque and challenge coin thanking them for their service. The advisers:

- **Tyra Gichobi** served on the Community Relations Commission.
- **Lauren Grant** served as the School Board representative. Grant thanked the community for the opportunity to serve in a public position, said that she had fond memories of voting in previous years and appreciated the positives and challenges that came with serving in a position such as this.
- **Elizabeth Dilworth** served on the Parks Board.
- **Briza Tayaguya-Delgado** served on the Mayor's Environmental Advisory Committee.
- **Samara Cleveland** served on the Shade Tree Board.



Mayor Stutsman asked the following youth advisers to stand at the front of the room, give a brief introduction and mention the board they will serve:

- **Sara Lozano** will serve on the Community Relations Commission.
- **Frida Luna Gallegos** will serve on the School Board.
- **Jennifer Olivera-Morgado** will serve on the Parks Board.
- **Skye Steury** will serve on the Mayor's Environmental Advisory Committee.
- **Antonio Perez** will serve on the Shade Tree Board.

Mayor Stutsman asked **Karen Velazquez Valdes** to stand at the front of the room, and presented her with a key to the City because she served on the Goshen Common Council. Youth Adviser Velazquez Valdez presented Mayor Stutsman with a plaque from current and former youth advisors to thank him for his leadership, excellence, and the reason youth advisors were in their positions. Velazquez Valdez also thanked **Councilor Eichorn**, **Deputy Mayor Mark Brinson** and **Denise Blenner** of the Mayor's Office for helping prepare and purchase the plaque.

Mayor Stutsman asked **Jessica Velazquez Valdez** to stand at the front of the room to be sworn in, after which she could dismiss the outgoing youth adviser (her sister). Jessica Velazquez Valdez was sworn in by the Mayor, Karen Velazquez Valdez said "Good luck" to Jessica. **Councilors Weddell and Eichorn** congratulated the Class of 2023 and wished outgoing Youth Adviser Velazquez Valdez the best for her future.

3) Goshen Water Utility presentation: Lead and Copper Inventory

City Director of Public Works & Utilities Dustin Sailor said that City Water and Sewer Utilities has been working on compliance with rules regarding lead and copper water lines. He acknowledged the work of **Utilities Superintendent Kent Holdren**, **Utility Business Office Manager Kelly Saenz**, and **City GIS Coordinator Mattie Lehman**. Sailor used a PowerPoint presentation to outline the City Water Utility's lead and copper project (**EXHIBIT #3**) which summarized various points about the project.

Sailor said the Clean Water Act was amended in 1991 when a Lead and Copper Rule was added to the Act and further amended in 2021 as reflected in the Federal Register, Title 40, Subpart 141, requiring Utilities to document the line types leading into buildings. Utilities classify water service lines differently depending on where the right-of-way, water service lines, property lines and water meters are situated. Goshen tends to have the curb-stop in the right-of-way and the meter inside the home. As required by the State of Indiana, Goshen Utilities will need to have a documented inventory of lead service lines by Oct. 16, 2024, which will entail compiling a massive amount of data.

Sailor said that documentation on the City's water system leads back to the 1890s while some unused portions of pipework go back to earlier days. Gathering information for the system is difficult because it is buried underground, so Utilities staff will go door-to-door to gather information from homeowners. Excavating lines to gather information is extremely expensive and impractical, so gathering information from the community is much easier. Communication is being sent out through door-hangers and mailers included in utility bills (**EXHIBIT #4**).

City GIS Coordinator Mattie Lehman continued the presentation and discussed the information hub on the City website, saying City Utilities services over 10,000 customers and uses the Graphic Information System mapping to maintain records on individual lines. The website <https://leadsafe-goshenindiana.hub.arcgis.com> is where the community can crowdsource and self-report types of water lines in their house.



Lehman said the website also shares many other resources regarding line types and related health effects as well as upcoming Utility projects. Lehman demonstrated some of the website's features for the Council and public.

Councilor Pérez said that he was impressed with the website and **Mayor Stutsman** said that the website is showing a lot of potential for community engagement through this project.

Sailor said that community members should be aware that the employees going door-to-door will be wearing an orange shirt, ID badge, and residents can still call the Utility Building office. Most employees will be college students.

Lehman said that the door-to-door employees will help residents identify the types of lines in their homes while crowdsourced information will seek contact information and a photo of the pipe entering through the wall of the building. She also said that the surveys have room to gather information on water quality and filtration systems in buildings. Sailor frequently referenced the NPR video on the website which demonstrated how to determine the type of service line, notably copper, lead or galvanized. Sailor said that City Utilities has not yet found an entirely lead-based service line in the City. **Kent Holdren** passed around a sealed bag containing a lead service line as an example for Council members to inspect.

Sailor said that City Utilities frequently tests for lead, copper and other contaminants in water, and the results are always below the safe thresholds as established by the EPA. **Mayor Stutsman** said that Flint, Michigan had lots of lead lines and made some choices that resulted in lead leaching into water, and Goshen is nowhere close to Flint's levels. Stutsman said that City Utilities anticipated \$1,000,000 for lead line replacement years ago, but now expect the project to cost up to \$6,000,000. He said that other communities across the state are focusing on combining lead-replacement efforts with street repairs and other infrastructure projects to mitigate some costs.

4) Public Hearing for the College Avenue (County Road 36) Annexation

Mayor Stutsman opened the public hearing for the County Road 36 Annexation. Mayor Stutsman said that this annexation is a continuation of the project started with the Brinkley Group. No members of the public spoke, so Mayor Stutsman closed the public hearing.

5) Resolution 2023-11: Interlocal Agreement with City of Elkhart for Stormwater Education Programs

Mayor Stutsman called for the introduction of Resolution 2023-11, *Interlocal Agreement with City of Elkhart for Stormwater Education Programs*. Council President Weddell asked the Deputy Clerk-Treasurer to read Resolution 2023-11 by title only, which was done.

Weddell/Schrock moved to approve Resolution 2023-11.

BACKGROUND:

Resolution 2023-11, which was before the Common Council for passage, allows collaboration between the cities of Goshen and Elkhart to educate communities on Stormwater issues. Much of the work is coordinated by Daragh Deegan, who works for the City of Elkhart's Public Works Department and has provided interactive programs at Goshen schools and recent First Friday events. The agreement was approved by the Goshen City Board of Works and Safety earlier in the day and would be funded from the City's Stormwater Fund.

JUNE 5, 2023 COUNCIL DISCUSSION & PASSAGE OF RESOLUTION 2023-11:



There were no other questions or comments from Councilors, so at 7:16 p.m., Mayor Stutsman invited public comments on Resolution 2023-11.

Goshen resident Glenn Null said that he is unsure why he as a taxpayer is being asked to pay for a program that supports Bethany Christian Schools, Goshen College, and Goshen Community Schools. He said his concern is that these entities should be able to pay for this service themselves and questioned why property owners are paying for it. He said he likes the service and that it's a good service, but is tired of people having a hand in his wallet.

Director of Public Works Dustin Sailor said that the Stormwater Program is an extension of federal and state programs focused on public education and outreach, which is a difficult task for which students are an easy audience. **Gina Leichty** said that this program has been one of the most popular features of the First Friday events and that **Daragh Deegan** provides effective communication to the community. **Councilor King** said that the entire community benefits from clean water and the amount paid on this agreement is a very small amount on behalf of the entire community.

There were no further Council comments or questions. Councilors also indicated that they were ready to vote.

On a voice vote, Councilors unanimously approved Resolution 2023-11, *Interlocal Agreement with City of Elkhart for Stormwater Education Programs*, by a 7-0 margin, with all Councilors present voting "yes" at 7:20 p.m. Youth Adviser Velazquez Valdes also voted "yes."

Elected Official Reports:

Council President Weddell asked for updates on the Stormwater Fee. **City Director of Public Works & Utilities Dustin Sailor** said that the status is "no status" and there's been no movement from Elkhart or Elkhart County.

Councilor King expressed appreciation to the Environmental Resilience Department for the Women's Bike Ride, which was well attended and well organized.

Councilor Pérez said he attended the Mental Health Summit Roundtable hosted by Lt. Gov. Crouch which focused on two bills subsequently passed and signed by Gov. Holcomb. SB 1 established an expansion of support already provided by mental health networks by providing the 988 mental crisis hotline. HB 1006 allows for law enforcement and communities to collaborate on crisis team preparation, which could benefit the City of Goshen and the work of **Officer James Ballard** and our law enforcement officials. **Mayor Stutsman** said the City identified \$250,000 of ARPA funds to help renovate facilities at Oaklawn that would continue mental health work in the community.

Council President Weddell said that he believes this is **Mayor Stutsman's** last Council meeting and he thanked him for his work for the City. **Councilor King** said that she knows Mayor Stutsman worked hard and really cares about Goshen and she thanked him for his work.



Mayor Stutsman said that he had been in the City Council Chamber at least twice a month for nearly 16 years, and will happily not be there so often while missing it at the same time. He said he found it exciting to see how the community has worked together for this period of time. He ended with, "Thank you, it's been an honor."

There were no further comments by elected officials.

Adjournment:

Councilor Nisley made a motion to adjourn the meeting. **Councilor King** seconded the motion. **Councilors** unanimously approved the motion to adjourn the meeting.

After a ten-second pause, Mayor Stutsman adjourned the meeting at 6:26 p.m. which was followed by applause from the Council and public.

EXHIBIT #1: A June 2, 2023 memo (1 page) by Deputy Mayor Mark Brinson introducing the Compensation Study Presentation by Baker Tilly Municipal Advisors. The memo was presented in support of agenda item #1, Presentation about the Classification and Compensation Study by Baker Tilly.

EXHIBIT #2: PowerPoint presentation (16 pages) from Baker Tilly Municipal Advisors on the Classification and Compensation Study for the City of Goshen, Indiana in support of agenda item #1, Presentation about the Classification and Compensation Study by Baker Tilly.

EXHIBIT #3: PowerPoint presentation (19 pages) titled, "Goshen Water Utility – Introduction to Federal & State Lead & Copper Rules" presented by Dustin Sailor and Mattie Lehman. The presentation was in support of agenda item #3, Goshen Water Utility Presentation: Lead and Copper Inventory.

EXHIBIT #4: Flyer (1 page) titled, "Lead-Safe Goshen" in support of agenda item #3, Goshen Water Utility Presentation: Lead and Copper Inventory.

APPROVED:

Gina Leichty, Mayor of Goshen

ATTEST:

Jeffery Weaver, Deputy City Clerk-Treasurer



City Clerk-Treasurer

CITY OF GOSHEN

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TO: Mayor Gina Leichty and the Goshen Common Council

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Proposed Ordinance 5160, Additional Appropriations

DATE: June 26, 2023

Thank you for considering Ordinance 5160, Additional Appropriations, which requests authorization from the Council and Mayor to spend additional and available money from various accounts. The Mayor and Clerk-Treasurer requested this ordinance because the Common Council is the City's fiscal body which authorizes the City's budget and any budget adjustments.

An appropriation is "permission to spend available money" and is tied to a specific fund. Within a fund there are four spending categories and multiple accounts. It is possible to get permission to move budgeted spending between accounts and categories, but sometimes the total appropriations within a fund is insufficient for the fund's total spending, due to emergencies, unforeseen circumstances, or budget errors. In this case, the Mayor and Clerk-Treasurer propose an additional appropriation if the expenditures are necessary and paying the expenditure might otherwise overspend the budgeted appropriation. After Council approval, the Clerk-Treasurer submits the additional appropriation to the Department of Local Government Finance ("DLGF") for final approval. The DLGF will only approve an additional appropriation if the Clerk-Treasurer proves that the City has cash available for the additional appropriation and the following year's budget.

The Parks and Recreation department is starting capital planning and engineering for the new pool. This appropriation will be offset by an encumbrance that is no longer needed. See the attached memo from the Parks Department for more information.

The Public Safety – Local Option Income Tax Fund is primarily used for Police and Fire pensions and for public safety capital expenditures. This additional appropriation is for two police vehicles and respective upfitting that became available at short notice. They were ordered with the understanding that the fund has cash available for the purchase.

In the case of the Cumulative Capital Improvement – Fire Fund, the City is purchasing an ambulance and encountered additional expenditures while remodeling Station 2. The ambulance was ordered in early 2021 and is now becoming available.

Again, each affected fund has sufficient cash balances to spend these appropriations. If the ordinance is approved by the Council, the Clerk-Treasurer's office will submit necessary information to the DLGF for final approval.



Parks & Recreation Department

CITY OF GOSHEN

524 East Jackson Street · Goshen, IN 46526

Phone (574) 534-2901 · Fax (574) 349-6672

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June 20, 2023

Goshen Common Council
Mayor Gina Leichty

Council Members and Mayor,

This letter serves to accompany the Park and Recreation Department's request for additional appropriation.

To remain on schedule with the Shanklin Pool upgrades the Department wishes to move forward with the consultant for the preliminary design phase.

The design phase will include:

- Survey
- Geotechnical Services
- Preliminary Floodway Coordination
- Schematic Design
- Market Analysis
- Operations and Programming Analysis

The Parks and Recreation Department is requesting an additional appropriation of \$250,000 to proceed with the professional services.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tanya Heyde".

Tanya Heyde
Superintendent

ORDINANCE 5160

Additional Appropriations

WHEREAS it has been determined that it is necessary to appropriate more money than the amount appropriated in the current year’s annual budget,

WHEREAS pursuant to notice given, the Goshen Common Council conducted a public hearing on the proposed additional appropriation,

NOW THEREFORE, BE IT ORDAINED that Goshen Common Council makes the following additional appropriation of money in excess of the current year’s budget for the fund(s) named:

PARKS AND RECREATION FUND

204-550-00-442.0001 PARKS / Capital Projects \$250,000.00

PUBLIC SAFETY LOIT

249-520-00-445.0200 PS LOIT / Motor Vehicles \$100,000.00

CUMULATIVE CAPITAL IMPROVEMENT – FIRE

433-510-00-445.0501 CCI FIRE / Other Equipment \$350,000.00

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at _____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Jeremy P. Stutsman, Mayor

**GOSHEN COMMON COUNCIL
RESOLUTION 2023-10**

Fiscal Plan for the College Avenue (County Road 36) Annexation

WHEREAS the Goshen Common Council proposes to annex to the City of Goshen the real estate generally located along both the north and south sides of College Avenue (County Road 36), west of County Road 31 and east of the railroad. This area is identified as the “College Avenue (County Road 36) Annexation Area”; and

WHEREAS pursuant to I.C. § 36-4-3-3.1 and I.C. § 36-4-3-13, the City has developed a written fiscal plan establishing a definite policy to provide City services to the College Avenue (County Road 36) Annexation Area.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves and adopts the Fiscal Plan for the College Avenue (County Road 36) Annexation attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at _____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Gina M. Leichty, Mayor

Fiscal Plan for the College Avenue (County Road 36) Annexation

INTRODUCTION

This fiscal plan is for the proposed annexation to the City of Goshen of real estate generally located along both the north and south sides of College Avenue (County Road 36), west of County Road 31 and east of the railroad. This area is identified as the “College Avenue (County Road 36) Annexation Area” or “Annexation Area.” In accordance with I.C. § 36-4-3-13(d), the fiscal plan documents the cost estimates of the municipal services to be furnished to the Annexation Area, the method(s) of financing the services, the plan for the organization and extension of services, including the date the services will begin, the estimated effect of the proposed annexation will have on taxpayers and municipal finances, and a list of all parcels in the Annexation Area.

The Annexation Area is covered by an Amended Development Agreement with Last Dance, LLC (“Developer”) dated July 7, 2022, and recorded July 13, 2022, as instrument number 2022-14964 (“Agreement”). This Agreement includes a waiver of the right to remonstrate against the annexation of the real estate into the City of Goshen by the property owners and their successors in interest. This waiver applies to all parcels of real estate within the Annexation Area. In accordance with the Agreement, the property owners of the real estate within the Annexation Area have submitted a Petition for Annexation into the City of Goshen requesting the adoption of an ordinance to annex the real estate.

The effective date of the annexation of the real estate will be at least thirty (30) days after the adoption of the annexation ordinance, the publication of all required notices, and upon the filing and recording of the ordinance pursuant to I.C. § 36-4-3-22(a), but not before August 1, 2023.

ANNEXATION AREA

Location, Description, Size and Contiguity

The proposed Annexation Area is generally located along both the north and south sides of College Avenue (County Road 36), west of County Road 31 and east of the railroad. This area is depicted on the map attached as Exhibit A, and more particularly described in Exhibit B.

The Annexation Area is approximately 34.2 acres in size, and consists of the parcels of real estate listed in Exhibit C. The Annexation Area also includes the public highway and rights-of-way of the public highway that are contiguous to the real estate depicted in Exhibit A and described in Exhibit B to the extent required by I.C. § 36-4-3-2.5.

In order for the Annexation Area to be considered contiguous to the corporate boundaries of the City of Goshen, at least one-eighth (1/8) or 12.5% of the aggregate external boundaries of the Annexation Area must coincide with the current boundaries of the City. Approximately 52% of the aggregate external boundaries of the Annexation Area are contiguous with the corporate boundaries of the City of Goshen. Individually, the external boundaries of Area 1 (north side of College Avenue/County Road 36) are 100% contiguous with and totally surrounded by the corporate boundaries of the City; and the external boundaries of Area 2 (south side of College Avenue/County Road 36) are approximately 33% contiguous with the corporate boundaries.

Land Use and Demographics

The Annexation Area consists of undeveloped real estate with no population. The real estate is planned to be developed as an industrial land use.

The Annexation Area is currently under the planning and zoning jurisdiction of Elkhart County currently zoned A1C Agricultural District. Upon annexation into the City, the Annexation Area will be zoned as M-1 Industrial District (Light Industrial).

Assessed Valuation

The total assessed valuation of all real estate in the Annexation Area (as of January 1, 2023) is \$60,500. The January 1, 2023 assessed valuation for each individual parcel is included in the parcel information set forth in Exhibit C.

Tax Rates and Estimated Tax Bill

The 2022 pay 2023 Elkhart County total tax rate for Elkhart Township is \$2.2316 per \$100 of assessed valuation. The 2022 pay 2023 Elkhart County total tax rate for Goshen City, Elkhart Township is \$3.5360 per \$100 of assessed valuation, of which \$1.4325 per \$100 of assessed valuation is the City of Goshen's tax rate.

The estimated change in the tax bills once annexed into the City are also set forth in Exhibit C.

Tax Abatements

There are no property tax abatements adopted under I.C. § 36-4-3-8.5 for the Annexation Area.

Township Debt

The Annexation Area is part of Elkhart Township. To the extent required by I.C. § 36-4-3-10, the City is liable for and shall pay the indebtedness of Elkhart Township existing at the time of the annexation in the same ratio as the assessed valuation of the property in the Annexation Area bears to the assessed valuation of all property in Elkhart Township, as shown by the most recent assessment for taxation before the annexation, unless the assessed property within the City is already liable for the indebtedness. It is not believed that Elkhart Township has indebtedness for which the assessed property in the City is not already liable; however, if this assumption is incorrect, the City will fulfill its statutory obligation.

Council District

Area 1 of the Annexation Area will be assigned to Goshen City Council District Four (4), and Area 2 of the Annexation Area will be assigned to Goshen City Council District Five (5).

MUNICIPAL SERVICES

The following information includes the municipal services that will be provided to the Annexation Area. This section also includes the cost estimates of the municipal services to be furnished, the method(s) of financing the services, and the plan for the organization and extension of services, including the date the services will begin.

The City is committed to providing municipal services to the Annexation Area in the same manner and scope as those services are provided to other areas of the City.

The services of a capital improvement nature, including street construction, street lighting, sewer facilities, water facilities, and storm water drainage facilities, will be provided to the Annexation Area within three (3) years after the effective date of annexation. Capital improvements in the adjacent area are currently under construction pursuant to the Agreement. It is anticipated that the construction project will be completed by December 31, 2023.

Unless indicated otherwise below, the services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided in the City, will be provided to the Annexation Area within one (1) year after the effective date of annexation, but not before January 1, 2024.

Street Improvements and Maintenance

This annexation will add 209 feet of the existing County Road 36 to the City’s street system.

There are street improvements, including sidewalk construction, that are currently underway in the adjacent area that are being paid from economic development revenue bond proceeds issued by the City and purchased by the Developer pursuant to the Agreement. The bond is to be paid from TIF revenues generated by the new private improvements to be constructed in the Annexation Area (and in the adjacent area annexed pursuant to Ordinance 5090). This current construction project will also serve the Annexation Area. The City is not constructing any additional public streets as a result of this annexation. The construction of public streets and sidewalks within Area 2 of the Annexation Area will be the responsibility and at the expense of the Developer and/or property owner as development progresses. For the purposes of this fiscal plan, no capital costs will be attributed due to this annexation.

The Street Department will provide general maintenance to the public streets in the Annexation Area. Such maintenance activities may include minor surface repairs, street sweeping, snow and ice removal, and sign maintenance. The motor vehicle highway fund and local roads and streets fund will fund any additional costs. These maintenance services will commence upon completion of the current construction project, but not before January 1, 2024. The estimated annual maintenance cost of providing these services to the Annexation Area is based the additional street centerline miles in the Annexation Area multiplied by the Street Department’s estimated annual cost per street centerline mile to provide maintenance services. The City’s estimated annual cost to provide street maintenance services is approximately \$13,344 per mile. The estimated annual maintenance cost for services to the Annexation Area is \$528.

Estimated Capital Cost:	\$0
Estimated Annual Maintenance Cost:	\$528

Water Facilities and Sewer Facilities

Public water main and public sewer main construction are currently underway in the adjacent area that are being paid from economic development revenue bond proceeds issued by the City and purchased by the Developer pursuant to the Agreement. The bond is to be paid from TIF revenues generated by the new private improvements to be constructed in the Annexation Area (and in the adjacent area annexed pursuant to Ordinance 5090). The current construction project will also serve the Annexation Area. The City is not constructing any additional public water mains and public sewer mains as a result of this annexation. The construction of public water mains and public sewer mains within Area 2 of the Annexation Area will be

the responsibility and at the expense of the Developer and/or property owner as development progresses. In addition, any building water lines required to connect any building to the public water main and any building sewer lines required to connect any building to the public sewer main will also be constructed by and at the sole expense of the Developer and/or property owner as development progresses. For the purposes of this fiscal plan, no capital costs will be attributed due to this annexation.

The Water and Sewer Department will assume the cost of maintenance of all dedicated public water mains and public sewer mains and related facilities, including maintenance of public fire hydrants. Any maintenance that may be required will be paid from the water and sewer revenues generated from user fees. For the purposes of this fiscal plan, no maintenance costs will be attributed due to this annexation.

Estimated Capital Cost: \$0
Estimated Annual Maintenance Cost: \$0

Storm Water Drainage

The construction of storm water drainage facilities is currently underway in the adjacent area that are being paid from economic development revenue bond proceeds issued by the City and purchased by the Developer pursuant to the Agreement. The bond is to be paid from TIF revenues generated by the new private improvements constructed in the Annexation Area (and in the adjacent area annexed pursuant to Ordinance 5090). The current construction project will also serve the Annexation Area. Storm water drainage facilities for any new development will be constructed and maintained at the expense of the Developer and/or property owner in accordance with the City’s policies and ordinances. For the purposes of this fiscal plan, no capital costs will be attributed due to this annexation.

The Storm Water Management Department oversees and enforces the City’s storm water ordinances to ensure that storm water drainage complies with local, state and federal laws. These services are paid from the storm water revenues generated from the county-wide storm water assessment. There should be no or minimal additional cost to provide maintenance services to the Annexation Area in the first four (4) years since the storm water drainage facilities are new construction. For the purposes of this fiscal plan, no maintenance costs will be attributed due to this annexation.

Estimated Capital Cost: \$0
Estimated Annual Maintenance Cost: \$0

Police Services

The Elkhart County Sheriff’s Department currently provides police services to the Annexation Area. The Goshen Police Department will provide police services to the Annexation Area within ninety (90) days after the effective date of the annexation.

The primary mission of the Goshen Police Department is to improve the quality of life in the City of Goshen. By working with the community, the department can maintain the peace, provide safety and security for Goshen citizens, reduce the fear of crimes and solve problems. Patrols, traffic enforcement, detection and apprehension of offenders, preservation of public peace and civil order, and emergency responses are part of the services offered by the department. As of 2023, the personnel of the Police Department consist of 64 sworn officers, and 12 full-time and 2 part-time civilian employees. The department’s operations are overseen by a chief, assistant chief, patrol division chief and investigation division chief. The department also utilizes unpaid reserve officers for special activities. Calls for service are dispatched by the Elkhart County Dispatch Center. Police service and response times to the Annexation Area can be expected to be

comparable and consistent with those services provided in other areas of the City. The costs of police services are paid from the City's general fund or public safety local option income tax fund. Certain capital expenses may be paid from the cumulative capital development fund, or the cumulative building, remodeling, firefighting and police radio equipment fund.

Since there is no population or current development in the Annexation Area, the City does not anticipate any significant need for additional personnel and equipment or an increase in annual operating costs to provide police services to the Annexation Area.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

Fire and Ambulance Services

The Goshen Fire Department currently provides fire and ambulance services to the Annexation Area on behalf of Elkhart Township.

Fire protection, suppression, inspection and prevention services, as well as emergency rescue, paramedic ambulance services, and public education are part of the services offered by the department. As of 2023, the personnel of the Fire Department consist of 62 sworn firefighters of which there are 38 paramedics and 23 emergency medical technicians. There are also 3 full-time civilian employees. The department's operations are overseen by a chief, assistant chief of administration/operations, assistant chief of EMS, assistant chief of training, and a chief fire inspector. There are 19 sworn firefighters on each shift, including a battalion chief. The department has five stations located throughout the City, and equipment consists of five engines, two tankers, two quints, one tower ladder, four ambulances, two grass rigs, one technical rescue truck, and three boats and trailers. Calls for service are dispatched by the Elkhart County Dispatch Center. The services and response times to the Annexation Area can be expected to be comparable and consistent with those service provided in other areas of the City. The costs for fire and ambulance services are paid from the City's general fund and from ambulance user fees. Certain capital expenses may be paid from the cumulative capital development fund, or the cumulative building, remodeling, firefighting and police radio equipment fund.

Given that fire and ambulance services are already provided to the Annexation Area, there will be no additional costs to the City to provide fire and ambulance services to the Annexation Area.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

Solid Waste Collection and Disposal Services

The City privately contracts to provide weekly residential solid waste collection and disposal services with a waste cart, and bi-weekly recyclable materials collection and disposal services with a recycle cart to eligible residences. Since the Annexation Area is undeveloped and non-residential in nature, there will be no cost to the City to provide solid waste collection and disposal services to the Annexation Area.

Estimated Capital Cost:	\$0
Estimated Annual Service Cost:	\$0

Parks and Recreation

All residents have access to various City park facilities, such as the swimming pool, bicycle/pedestrian trails, baseball diamonds, volleyball courts, pavilions and picnic facilities. The Parks and Recreation Department also provides several other recreational programs and activities throughout the year, many of which are offered for a fee. Some programs, such as day camp and pool admission charge non-residents a slightly higher fee than residents. The costs for parks and recreations services are paid from the City's parks and recreation fund and from user fees. Although there is no development in the Annexation Area, the parks and recreation services are already available to the Annexation Area. Thus, there will be no additional capital cost or operating cost to provide parks and recreation services to the Annexation Area.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

Administrative Services

All governmental administrative services from the various City departments and offices will be available to the Annexation Area upon the effective date of annexation and will be comparable and consistent with those services provided to other areas of the City. Such services include, but are not limited to the Mayor's Office, Clerk-Treasurer's Office, Building Department, Planning and Zoning Department, Engineering Department, Stormwater Management Department and Code Enforcement. The City does not anticipate that this annexation will result in a demand for administrative services that cannot be met with existing staffing of the City departments and offices. Depending on the service utilized, the costs for administrative services will be paid from the City's general fund, local option income taxes, cumulative funds, user fees, and other funds as appropriate. Thus, there will be no additional capital cost or operating cost to provide administrative services to the Annexation Area.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

FISCAL IMPACT

Revenues to the City of Goshen change directly because of changes in the assessed valuation that result from the annexation, or indirectly because the distribution methods used for particular revenues that consider factors such as share of levy, population, or road mileage. The change in the City's property tax revenues or levy will affect the distribution of local option income taxes.

The principal source of revenue for the City is through local property taxes. Property tax revenues collected in the current year are based on the assessment of the real estate as of the assessment date of the previous year. As a result of this annexation, it is estimated that the assessed valuation of the City will increase \$60,500. The net impact of increasing the City's assessed value will result in additional property tax revenues. Based on the assumed effective date of August 1, 2023, the property owners located within the Annexation Area will not pay City of Goshen property taxes until 2025. However, the City will begin providing services of a noncapital nature within one (1) year of the effective date of annexation. Municipal services of a capital nature are currently under construction, and it is anticipated that the construction project will be completed by December 31, 2023. The City will not realize any significant increase in revenue from property taxes until the year following the construction of any buildings or other improvements within the Annexation Area. Further, pursuant to the Agreement, any property taxes that result in tax increment

revenues from additional improvements constructed in the Annexation Area will be paid into the College Avenue Allocation Fund which will then be used to make bond payments.

The City will also receive secondary revenue sources as a result of this annexation. Secondary revenue sources such as local option income tax distributions, fuel taxes, cigarette and tobacco products taxes and alcoholic beverage taxes, storm water user fees, and any other user fees are not reflected in this fiscal plan.

It is anticipated that there will be minimal additional costs to the City for the first four (4) years after the effective date of the annexation as the Annexation Area has no population and is currently undeveloped. The estimated additional costs are related to the annual maintenance/operating costs for street maintenance.

It is also anticipated that the estimated impacts on other taxing units will also be negligible for the first four (4) years after the effective date of the annexation.

SUMMARY AND CONCLUSION

The City will begin providing services to the Annexation Area on or about January 1, 2024 unless stated otherwise. The estimated cost of providing services to the Annexation Area is minimal.

This City will not begin receiving property taxes until the 2024 pay 2025 tax year. It is anticipated that the City will receive secondary revenue sources as a result of this annexation that will offset the expenditures.

In conclusion, essential municipal services can be made available to the Annexation Area, and the City of Goshen is physically and financially able to provide those municipal services to the Annexation Area. The annexation of this area is a logical extension of the City's corporate boundaries, and this area is needed and can be used for the continued development and managed growth of the City of Goshen.

Exhibit A

College Avenue (County Road 36) Annexation Area

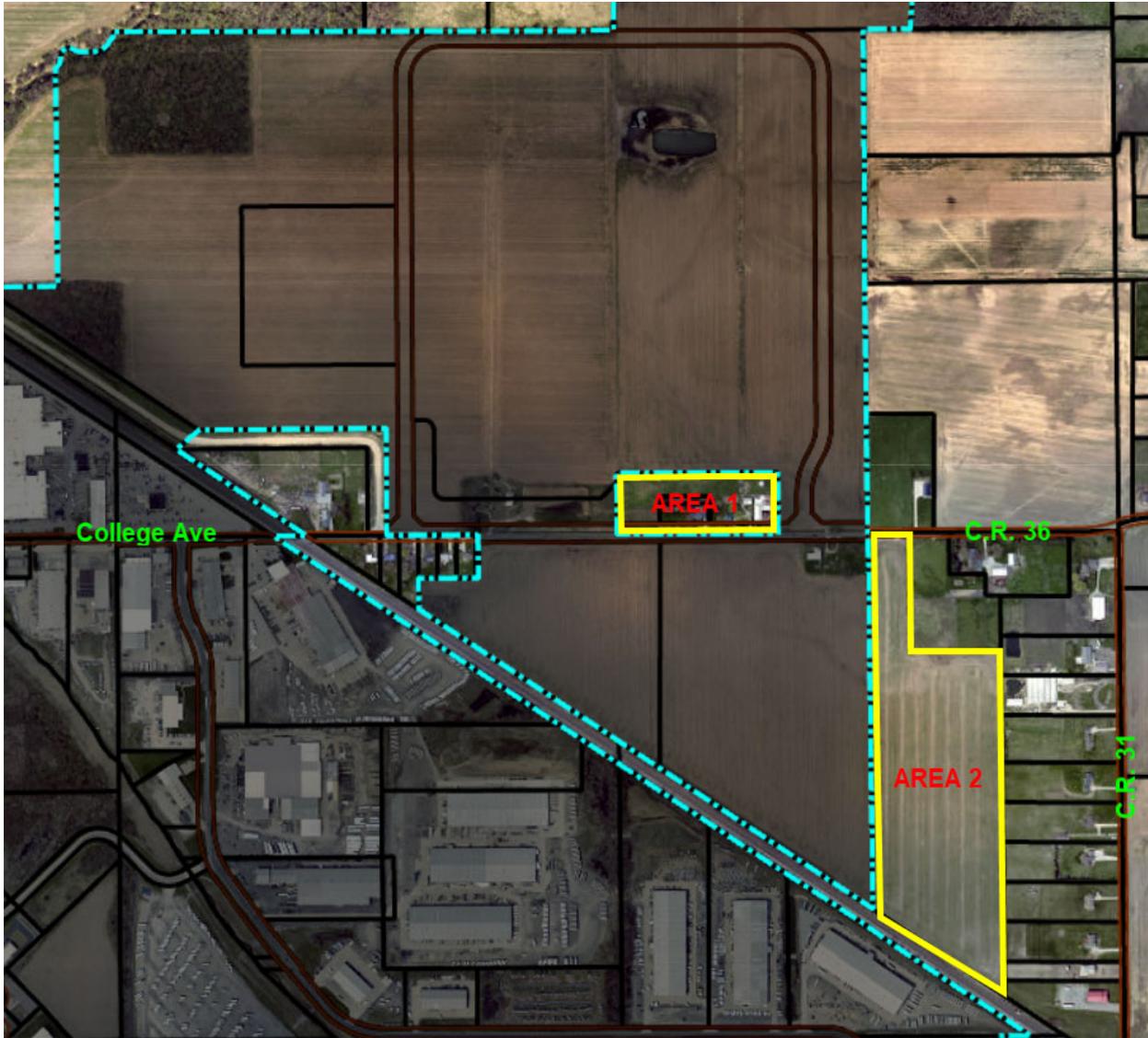


Exhibit B

College Avenue (County Road 36) Annexation Area

AREA 1 -- Area 1 identified on Exhibit A consists of the following three (3) parcels generally located on the north side of College Avenue (County Road 36), and more particularly described as follows:

Parcel Number 20-11-13-400-005.000-014, Parcel Number 20-11-13-400-009.000-014, and Parcel Number 20-11-13-400-010.000-014.

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON A LINE CONNECTING THE MONUMENT AT THE SOUTHWEST CORNER AND THE MONUMENT AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER BEING NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST):

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13, 320.49 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, 845.97 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 44 SECONDS EAST, 320.49 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS EAST, 845.82 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 6.224 ACRES, MORE OR LESS.

AREA 2 - Area 2 identified on Exhibit A consists of the following parcel generally located on the south side of College Avenue (County Road 36), and more particularly described as follows:

Parcel Number 20-11-24-226-006.000-014

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, CONTAINING 28.02 ACRES, MORE OR LESS, AND BASED ON AN ORIGINAL SURVEY BY B. DORIOT & ASSOCIATES LAND SURVEYING (C. BLAKE DORIOT P.S. 890028), JOB #2021-311, ALL BEARINGS BASED ON INDIANA EAST STATE PLANES, COMPLETED ON SEPTEMBER 24, 2021, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1106.04 FEET, TO A MAG NAIL, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 209.00 FEET TO A MAG NAIL; THENCE SOUTH 00 DEGREES 42 MINUTES 25 SECONDS EAST OF THE EAST LINE OF DEED RECORD 2021-03702, A DISTANCE OF 1979.00 FEET TO AN IRON REBAR ON THE NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY; THENCE SOUTH 56 DEGREES 33 MINUTES 42 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY, A DISTANCE OF 830.98 FEET TO AN IRON REBAR WITH CAP; THENCE NORTH 00 DEGREES 42 MINUTES 00 SECONDS WEST 627 FEET WEST OF AND

PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1815.05 FEET TO AN IRON REBAR WITH CAP; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST A DISTANCE OF 478.95 FEET, TO AN IRON REBAR WITH CAP; THENCE NORTH 00 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 627.00 FEET TO THE POINT OF BEGINNING.

Exhibit C

**College Avenue (County Road 36 Annexation Area)
Parcel Information and Estimated Tax Bill Change**

Parcel Number	20-11-13-400-005.000-014	20-11-13-400-009.000-014	20-11-13-400-010.000-014	20-11-24-226-006.000-014
Property Owner	LAST DANCE LLC	LAST DANCE LLC	LAST DANCE LLC	THWAITS, RYAN
Waiver	Yes	Yes	Yes	Yes
1/1/2023 Assessed Value				
Land	\$3,200	\$1,400	\$21,800	\$34,100
Improvements	\$0	\$0	\$0	\$0
Total Assessed Value	\$3,200	\$1,400	\$21,800	\$34,100
Tax Rate Details				
Elkhart Township Tax Rate	2.2316%	2.2316%	2.2316%	2.2316%
Goshen City, Elkhart Township Tax Rate	3.5360%	3.5360%	3.5360%	3.5360%
Property Tax Cap Exempt Rate (e.g. referendum)	0.5393%	0.5393%	0.5393%	0.5393%
Property Tax Cap Rate	3%	3%	3%	2%
Estimated Tax Bill based on				
Elkhart Township Tax Rate				
Estimated Gross Annual Taxes	\$71	\$31	\$486	\$761
Minus savings due to Property Tax Cap	\$0	\$0	\$0	\$0
Taxes due to Property Tax Cap Exempt Rate (e.g. referendur	\$17	\$8	\$118	\$184
Net Annual Tax Bill Estimate	\$71	\$31	\$486	\$761
Maximum Property Tax Bill Estimate	\$113	\$50	\$772	\$866
Estimated Tax Bill Based on				
Goshen City, Elkhart Township Tax Rate				
Estimated Gross Annual Taxes	\$113	\$50	\$771	\$1,206
Minus savings due to Property Tax Cap	\$0	\$0	\$0	-\$524
Taxes due to Property Tax Cap Exempt Rate (e.g. referendur	\$17	\$8	\$118	\$184
Net Annual Tax Bill Estimate	\$113	\$50	\$771	\$866
Maximum Property Tax Bill Estimate	\$113	\$50	\$772	\$866
Estimated Property Tax Bill Change	\$42	\$18	\$284	\$105
(Goshen City, Elkhart Township Net Annual Tax Bill				
Estimate minus Elkhart Township Net Annual Tax Bill				

The estimated tax bill change is based on the 2022 pay 2023 tax rates and the assessed valuation as of 1/1/2023 using the Department of Local Government Finance's Tax Bill Estimator. The figures provided are estimates only and should not be taken as a statement of true tax liability.



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

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

MEMORANDUM

TO: Goshen Common Council

FROM: Rhonda L. Yoder, City Planner

DATE: June 20, 2023

RE: Ordinance 5157, College Avenue (County Road 36) Annexation (Rezoning)

The Goshen Plan Commission met on June 20, 2023, in regular session and considered a request for a rezoning upon annexation to Industrial M-1, from existing Elkhart County zoning of Agricultural A-1, for subject property located adjacent to the existing Goshen corporate boundary on the north and south sides of County Road 36 (College Avenue) east of the railroad, including common addresses of 16379 and 16411 County Road 36, consisting of four tax parcels with approximately 34 acres, with the following outcome:

Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 9-0.

The recommendation is based upon the following:

1. The rezoning is consistent with the City of Goshen existing zoning and land use in the area.
2. The M-1 developmental requirements are able to be met.
3. The rezoning is consistent with the Comprehensive Plan, including:
 - Land Use, Goal L-2: Promote commercial and industrial development that complements existing land uses.

Prior to the Plan Commission meeting no comments were received by the Planning office.

At the Plan Commission meeting, public comments related to the rezoning included:

- Question about whether a mound will be installed at perimeter of property behind properties along CR 31 and what is planned in the annexation area.
 - *Mound with landscaping and increased setbacks are required for M-1 land use adjacent to residential land use at the time of development (see Staff Report).*
 - *Per the petitioner, a berm is planned on the south side, and at the present time there are no specific plans for the south side, as the focus has been on the north side development. The area on the north side of College Avenue will be mostly greenspace.*
- Question about when the overall project will be complete, so people will have access to their properties.
 - *Per the petitioner, eastbound from Brinkley to CR 31 was opened today (June 20) and CR 31 is still closed because of water main construction. Because there are ongoing projects, the area will remain a construction zone for the next few years, but likely not completely restricted as it has been recently.*

To: Goshen City Plan Commission/Goshen Common Council

From: Rhonda L. Yoder, Planning & Zoning Administrator

Subject: 23-01R – Rezoning, Agricultural A-1 (County) to Industrial M-1 (City)
County Road 36 (College Avenue) Annexation Area

Date: June 20, 2023

ANALYSIS

A proposed annexation area with property owned by Last Dance, LLC, and Ryan Thwaits includes a rezoning upon annexation to Industrial M-1, from existing Elkhart County zoning of Agricultural A-1. The property is four tax parcels, approximately 34 acres, located adjacent to the existing Goshen corporate boundary on the north and south sides of County Road 36 (College Avenue) east of the railroad, including common addresses of 16379 and 16411 County Road 36.

The proposed annexation/rezoning area is currently under the jurisdiction of Elkhart County. Because the zoning will change as part of the annexation into the City of Goshen, a public hearing is being held at the Plan Commission prior to the final vote on the annexation ordinance by the Goshen Common Council.

Council passed the first reading of the annexation ordinance, Ordinance 5157, at the May 15, 2023, Goshen Common Council meeting, and a public hearing for the annexation was held at the June 5, 2023, Goshen Common Council meeting. The map that is part of the annexation ordinance is attached.

The proposed zoning upon annexation is Industrial M-1 (Light Industrial). The annexation area is currently zoned Agricultural A-1, with the north side parcels having had two residences, which have been demolished, and the south side having been used for agricultural purposes.

In the area to be rezoned, the following M-1 District standards will apply adjacent to the residential land use:

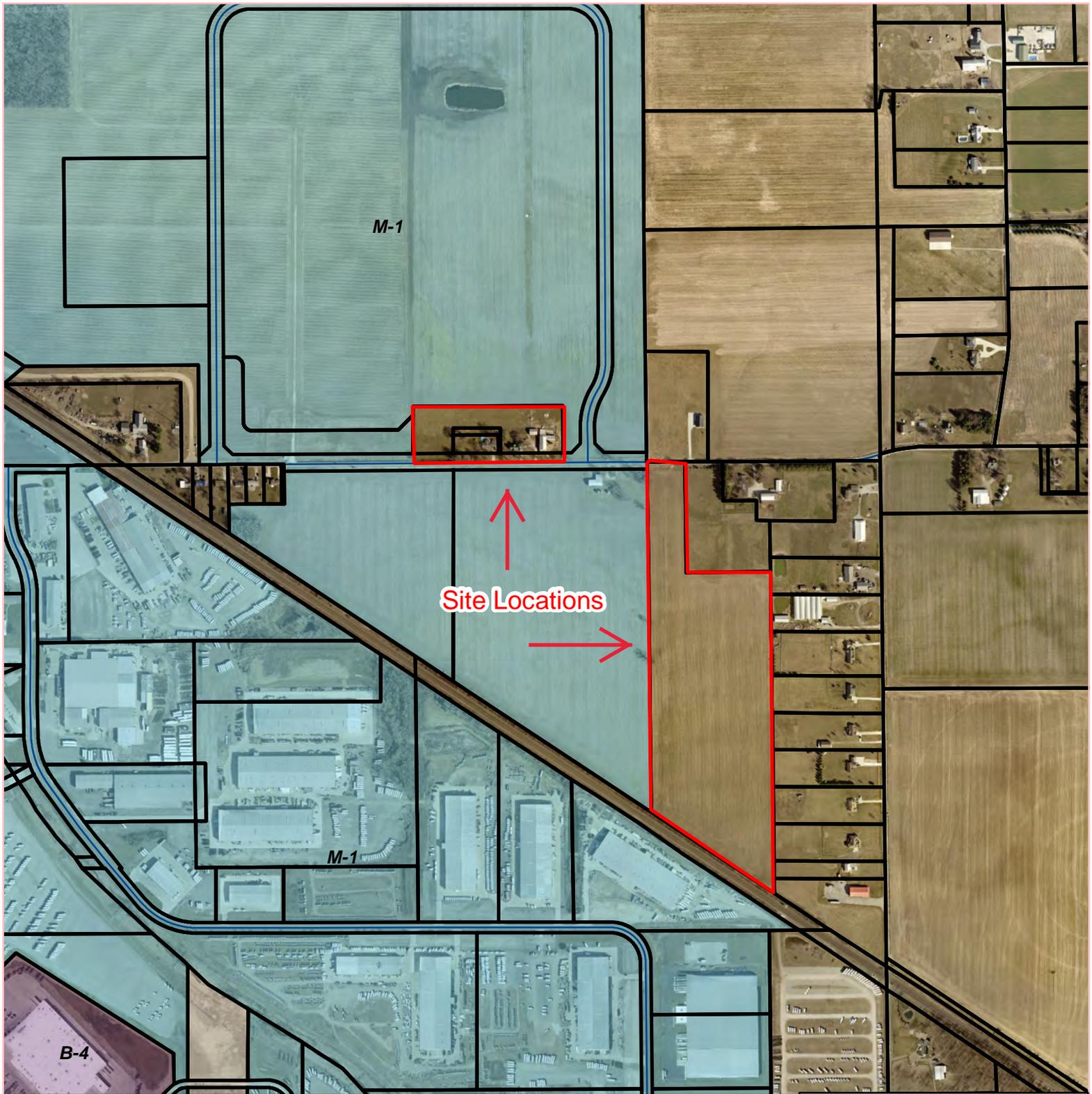
- 100' building setback (side and rear)
- 100' outside storage setback (side and rear)
- 60' parking/driving aisle setback (side and rear)
- Full bufferyard landscaping (6' berm with landscaping)

It is anticipated that the annexation area will be incorporated into the existing East College Avenue Industrial Park subdivision. The north side parcels are surrounded by existing M-1 land within the subdivision, and for the south side parcel there is adequate area to meet all M-1 District requirements.

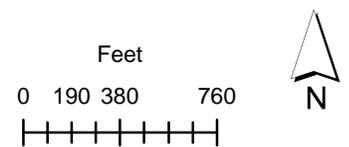
RECOMMENDATIONS

Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for the annexation area rezoning, from Agricultural A-1 to Industrial M-1, based upon the following:

1. The rezoning is consistent with the City of Goshen existing zoning and land use in the area.
2. The M-1 developmental requirements are able to be met.
3. The rezoning is consistent with the Comprehensive Plan, including:
 - Land Use, Goal L-2: Promote commercial and industrial development that complements existing land uses.



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



1 inch = 750 feet

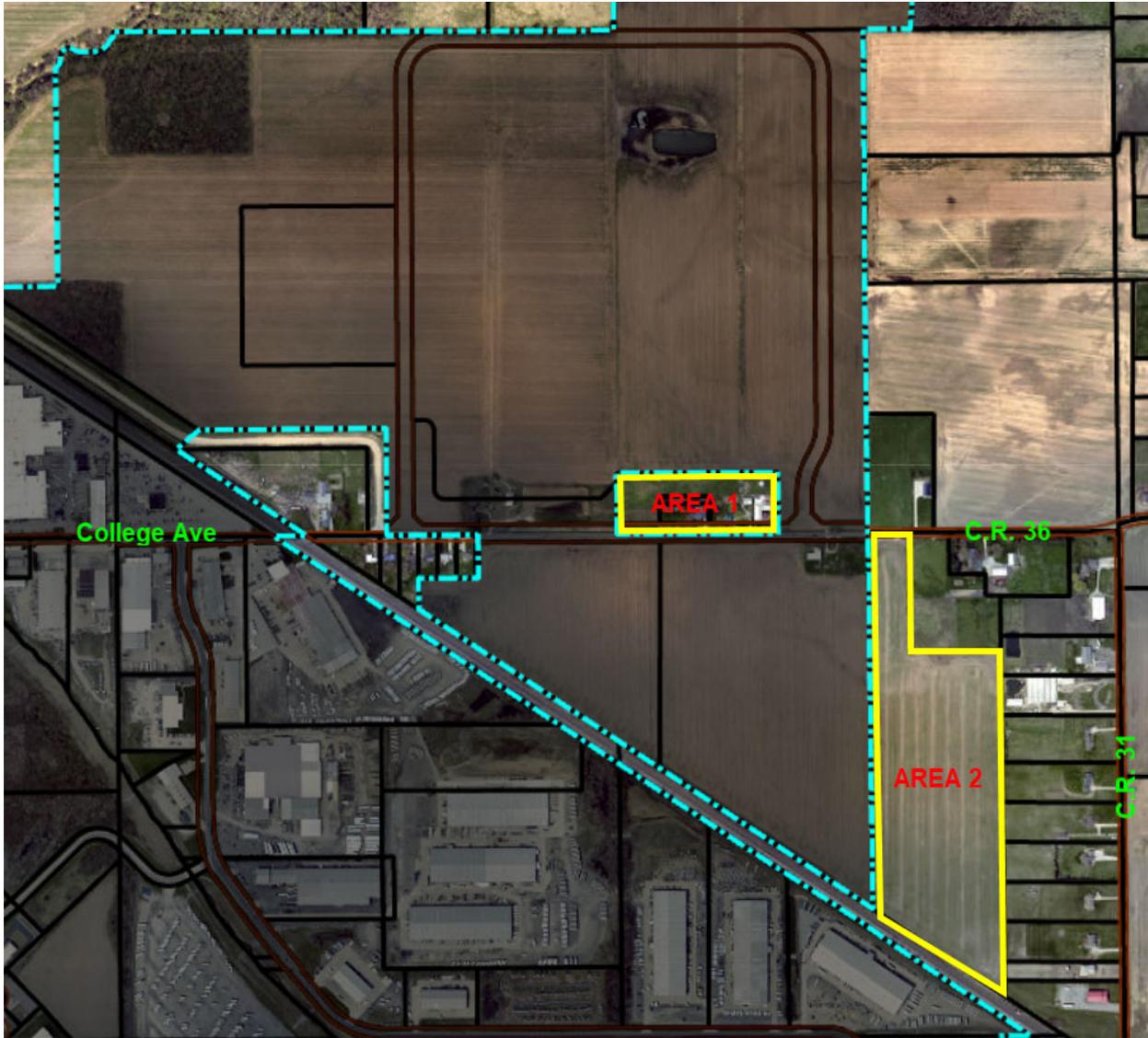
**Last Dance Rezone
4 parcels**

2021 Aerial
Printed May 31, 2023

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

EXHIBIT A

College Avenue (County Road 36) Annexation Area Map



ORDINANCE 5157

College Avenue (County Road 36) Annexation

WHEREAS pursuant to Indiana Code § 36-4-3-5.1, one hundred percent (100%) of the landowners have filed a Petition for Annexation into the City of Goshen and requested the Goshen Common Council adopt an ordinance to annex the real estate as identified on the map attached to this ordinance as Exhibit A, hereinafter referred to as the "Annexation Area."

WHEREAS at least one-fourth (1/4) of the aggregate external boundaries of the Annexation Area are contiguous with the corporate limits of the City of Goshen.

WHEREAS the Annexation Area is or will be zoned for industrial uses.

WHEREAS a written fiscal plan and policy has been developed for the Annexation Area and adopted by resolution of the Goshen Common Council.

WHEREAS the City can physically and financially provide the same municipal services to the Annexation Area as the City is now providing for the rest of the residents of the City of Goshen.

WHEREAS the Annexation Area is a logical extension of the City's corporate boundaries, and the area is needed and can be used for the continued development and managed growth of the City of Goshen.

WHEREAS pursuant to notice given, the Goshen Common Council conducted a public hearing in which all interested parties were given the opportunity to testify on the proposed annexation.

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council that:

SECTION 1 Annexation Area Described; Acreage

- (A) The real estate generally located along both the north and south sides of College Avenue (County Road 36), west of County Road 31 and east of the railroad as identified on the map attached to this ordinance as Exhibit A, and more particularly described in Exhibit B, is annexed to the City of Goshen, Indiana and included within the City's corporate boundaries. The real estate depicted in Exhibit A and described in Exhibit B shall hereinafter be referred to as the "Annexation Area."

- (B) The Annexation Area also includes any public highway and rights-of-way of the public highway that are contiguous to the Annexation Area to the extent required by Indiana Code § 36-4-3-2.5. Such public highways include 209 feet of County Road 36.
- (C) The total acreage of the Annexation Area is approximately 34.2 acres, more or less.

SECTION 2 Zoning

The Annexation Area will be zoned as M-1 Industrial District (Light Industrial) upon the effective date of annexation into the City of Goshen.

SECTION 3 Council District

- (A) Area 1 of the Annexation Area as identified in Exhibit A and Exhibit B is assigned to Goshen City Council District Four (4).
- (B) Area 2 of the Annexation Area as identified in Exhibit A and Exhibit B is assigned to Goshen City County District Five (5).
- (C) In addition, to correct an inadvertent omission in Ordinance 5131, Elkhart Township Precinct 04, Census Block 1000 (area located north of Area 1 of the Annexation Area) is assigned to Goshen City Council District Four (4).

SECTION 4 Effective Date

The effective date of the annexation of the real estate described in Section 1 shall be at least thirty (30) days after the adoption of the annexation ordinance and publication of notice, and upon the filing and recording of the ordinance pursuant to Indiana Code § 36-4-3-22(a), but in no event before August 1, 2023.

SECTION 5 Filing and Recording of Ordinance

This ordinance shall be filed with the Auditor of Elkhart County, the Circuit Court Clerk of Elkhart County, the Board of Registration of Elkhart County, the Office of the Secretary of State, and the Office of Census Data established by Indiana Code § 2-5-1.1-12, and recorded in the Office of the Elkhart County Recorder pursuant to Indiana Code § 36-4-3-22.

[Continued on next page.]

EXHIBIT A

College Avenue (County Road 36) Annexation Area Map

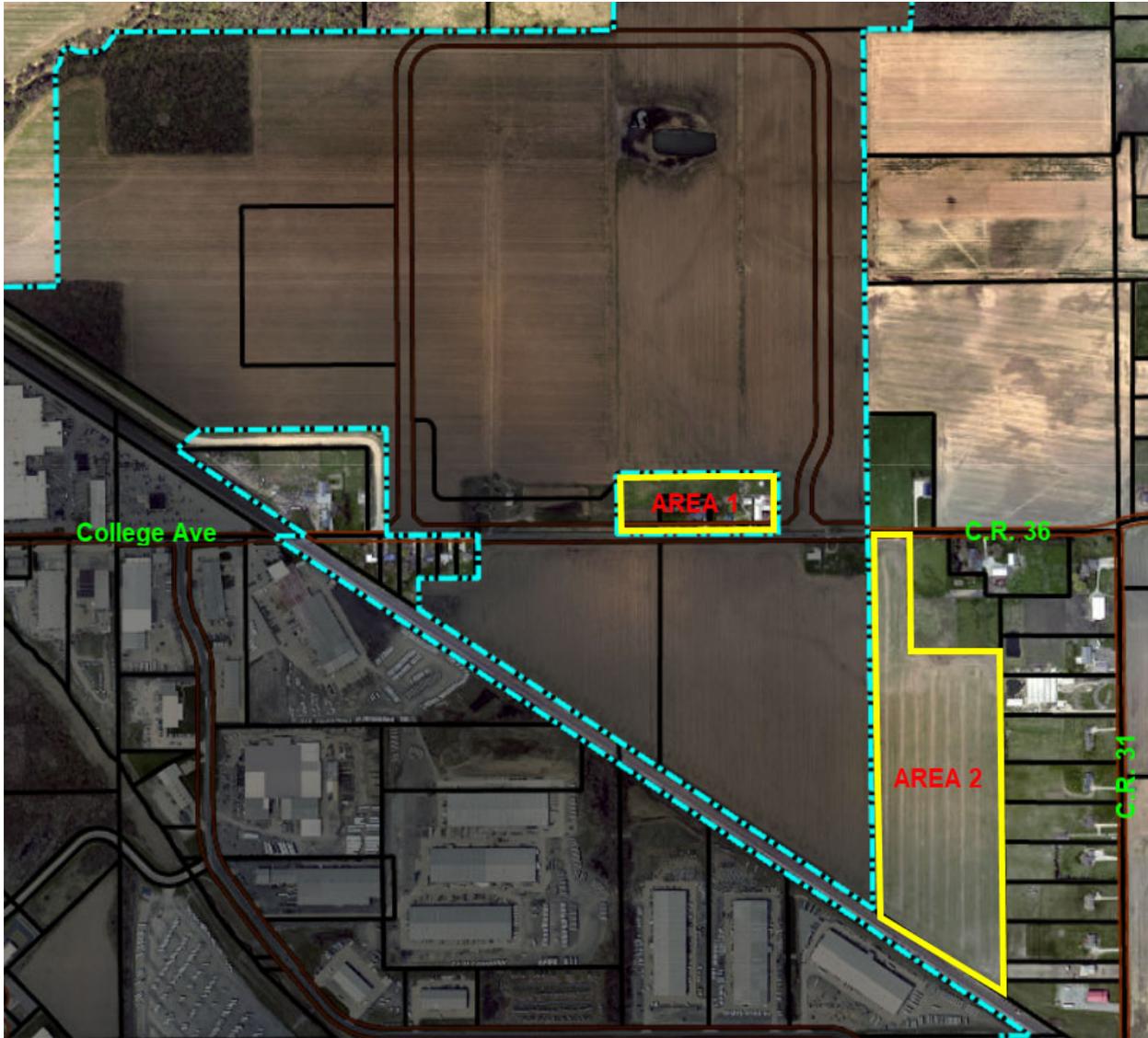


EXHIBIT B

College Avenue (County Road 36) Annexation Area Described

AREA 1 - Area 1 identified on Exhibit A consists of the following three (3) parcels generally located on the north side of College Avenue (County Road 36), and more particularly described as follows:

Parcel Number 20-11-13-400-005.000-014, Parcel Number 20-11-13-400-009.000-014, and Parcel Number 20-11-13-400-010.000-014.

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON A LINE CONNECTING THE MONUMENT AT THE SOUTHWEST CORNER AND THE MONUMENT AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER BEING NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST):

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13, 320.49 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST, 845.97 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 44 SECONDS EAST, 320.49 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER, 845.82 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 6.224 ACRES, MORE OR LESS.

AREA 2 - Area 2 identified on Exhibit A consists of the following parcel generally located on the south side of College Avenue (County Road 36), and more particularly described as follows:

Parcel Number 20-11-24-226-006.000-014

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, CONTAINING 28.02 ACRES, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTHEAST QUARTER CORNER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1106.04 FEET, TO A MAG NAIL, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 209.00 FEET TO A MAG NAIL; THENCE SOUTH 00 DEGREES 42 MINUTES 25 SECONDS EAST OF THE EAST LINE OF DEED RECORD 2021-03702, A DISTANCE OF 1979.00 FEET TO AN IRON REBAR ON THE NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY; THENCE SOUTH 56 DEGREES 33 MINUTES 42 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY OF THE

NORFOLK SOUTHERN RAILWAY, A DISTANCE OF 830.98 FEET TO AN IRON REBAR WITH CAP; THENCE NORTH 00 DEGREES 42 MINUTES 00 SECONDS WEST 627 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1815.05 FEET TO AN IRON REBAR WITH CAP; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST A DISTANCE OF 478.95 FEET, TO AN IRON REBAR WITH CAP; THENCE NORTH 00 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 627.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTESTED:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at _____
a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Gina M. Leichty, Mayor

This ordinance prepared by Shannon Marks, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

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 (Shannon Marks).



Department of Community Development
CITY OF GOSHEN

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: City Council

FROM: Becky Hutsell, Redevelopment Director

RE: Request the Approval of the Economic Development Agreement with Cherry Creek, LLC for the Southeast Housing TIF Development

DATE: June 26, 2023

Attached is the development agreement with Cherry Creek, LLC that pertains to the Southeast Housing TIF that was established at the beginning of this year. The Developer will be at the June 26th City Council meeting and staff will walk through the details of the agreement and answer any additional questions you may have.

In advance of the meeting, below is a brief summary of the terms of the agreement:

1. Only the public infrastructure will be funded by the Bond. While the Developer had originally included all construction “at grade and below” similar to Ariel Cycleworks and Indiana Avenue Apartments, that number exceeded \$50 million and was nearly double the available capacity for the bond. To allow for this to be a “tax exempt” bond, we will be limiting the covered work to only the infrastructure that is deemed public and will be dedicated back to the City.
2. Legislation changed in May and residential TIF’s now expire 20 years from the date of the first debt obligation. When originally approved, this TIF had a 25-year lifespan but because we have not issued any debt, the new legislation overrules and this TIF will now expire after 20 years. This legislation change has created a significant reduction in the available bond capacity as the last 5 years of the project would be when the project is likely fully built out and generating the most revenue for repayment.
3. Most recent public infrastructure estimates for Phase I only are roughly \$31 million. Baker Tilly’s analysis shows that with a 20-year term at 5% interest, the pledge options are as follows:
 - 75% reimbursement – \$18,125,000 project capacity / \$27,448,520 total repayment
 - 90% reimbursement – \$21,785,000 project capacity / \$32,955,220 total repayment
 - 100% reimbursement – \$24,230,000 project capacity / \$36,626,360 total repayment** The interest will not be “revenue” to the developer but will carry (most) of their carrying cost with their lender.
4. With these scenarios, the Developer will be looking to cover between \$7-13 million of the public infrastructure costs alone. Because of this, they’re requesting 100% TIF reimbursement. They’re also asking that, in the event it develops quicker than planned and the bond can be repaid early, that the TIF pledge continue until either 1) all public infrastructure costs are repaid or 2) the TIF

expires. Ultimately, they're taking the risk because if the project doesn't build out as projected, the bond will not be able to be fully repaid.

5. For Phase II, with the recent legislation changes, the state is now establishing an RLF program through the Indiana Finance Authority to assist governmental entities with borrowing funds at a low interest rate to assist with residential developments. The goal is to pursue this funding for Phase II of the project's public infrastructure. We will likely need to carve Phase II out of the existing residential TIF and establish it again as its own but we're holding off as we're hopeful the residential TIF lifespan may go back to 25 years. The Commission can then pledge that future TIF revenue as a repayment source for the loan. Developer's goal is to purchase the Phase II land by 2025 and we would begin that process once she's the owner of the land.
6. To assist in covering the "gap" between what the bond can fund and the total public infrastructure cost for Phase I, RDC will commit to funding an additional \$1.5 million towards infrastructure costs within the residential TIF area. Identified projects are as follows:
 - a. Cherry Creek Trailway Construction – estimated at approximately \$600,000 but will know more once plans are finalized.
 - b. Entranceway into the subdivision from Waterford Mills Parkway
 - c. Entranceway into the subdivision from Regent Street

* All 3 of these projects will have a benefit to the other two TIF's (through trailway connections and traffic improvements) so the work is eligible with RR and Southeast TIF funds.
7. RDC will contract for construction inspection to oversee the public infrastructure being installed within the development as we do not have adequate staffing for a project of this scale (similar to East College).
8. Cherry Creek will maintain all retention/detention ponds (including those on City-owned property) and a stormwater/maintenance agreement will be completed prior to construction.
9. RDC will commit to connecting the Cherry Creek trailway to the trail adjacent to Bethany Christian School.
10. City commits to proceeding with planned projects for CR 40 and Dierdorff Road.
11. Cherry Creek desires 7.18 acres of land that's currently part of the existing trailway. We'll be requesting that Parks Board transfer that land to RDC and we'll go through the statutory RFP process. If Cherry Creek is selected to acquire the land, they will be responsible for relocating the existing trailway (with plans to be approved by Parks Board) and will also take on snow removal for the trailway that currently is in place.

**GOSHEN COMMON COUNCIL
RESOLUTION 2023-12**

Economic Development Agreement with Cherry Creek, LLC

WHEREAS the City of Goshen and Cherry Creek, LLC have negotiated an agreement for the acquisition, financing and development of approximately 170 acres of real estate generally located west of Dierdorff Road along Waterford Mills Parkway and Regent Street. A copy of the Economic Development Agreement in substantially final form is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Common Council that:

- (1) The terms and conditions of the Economic Development Agreement with Cherry Creek, LLC attached to and made a part of this resolution are approved.
- (2) Mayor Gina M. Leichty is authorized the execute the Economic Development Agreement on behalf of the Goshen Common Council and City of Goshen.

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at the hour of ____:____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Gina M. Leichty, Mayor

ECONOMIC DEVELOPMENT AGREEMENT
Cherry Creek Development

This Economic Development Agreement (“Agreement”) is entered into this ____ day of _____, 2023 (“Effective Date”), by and among the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Common Council and the Goshen Board of Public Works and Safety (the “City”), the City of Goshen Redevelopment Commission (the “Commission” and together the “City Bodies”), and Cherry Creek, LLC, an Indiana limited liability company (the “Developer”).

WHEREAS, the City Bodies desire to enter into agreements with private entities to encourage investment and foster economic development within the City;

WHEREAS, the Developer is a privately held Indiana-based, real estate developer and investment company that focuses on development, construction and management;

WHEREAS, Developer desires to develop a multi-family project in the City that includes approximately One Thousand Four Hundred (1,400) units, consisting of a mix of single family homes, single family attached homes, condos and apartments, with approximately Eighty Thousand (80,000) square feet of commercial space (the “Project”), on approximately One Hundred Seventy (170) acres of real property listed in Exhibit A (the “Site”) as depicted on the concept plan attached as Exhibit B (“Conceptual Site Plan”) and typical lot layout plans (Exhibit D);

WHEREAS, the Project will be generally known as Cherry Creek;

WHEREAS, Developer estimates that it will invest approximately One Hundred Twenty-Five Million Dollars (\$125,000,000.00) developing and constructing the Project on the Site;

WHEREAS, Developer has advised the City that, without the assistance of the City Bodies and the provision of the economic development incentives described in this Agreement, the Project will not move forward;

WHEREAS, the City Bodies have determined that the completion of the Project is in the best interests of the residents of the City; and

WHEREAS, to stimulate and induce the development and completion of the Project, the City Bodies and Developer have agreed, subject to further proceedings required by law as set forth in Section 6(a), to use their best efforts to perform their respective duties under this Agreement, all as described herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement, as though they were fully set forth in this Section 1.

Section 2. Mutual Assistance. The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the

terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 3. Developer Duties. Contingent upon financing, final design, PUD and Subdivision approvals, market conditions, approval of the economic development incentives, and in consideration of and as a material inducement for the economic development incentives described in this Agreement subject to further proceedings as required by law as set forth in Section 6(a), and the taking of certain other actions by the City Bodies all as described herein, Developer shall design and construct the Project and perform the following duties (individually or collectively, the “Developer Duties”):

- a. **Public Improvements.** The design and construction of the public infrastructure improvements that will serve the portions of the Project that are assessed as commercial property and be in or physically connected to the Southeast Housing TIF Allocation Area (“Allocation Area”) located within the Southeast Economic Development Area in the City, which public infrastructure improvements Developer shall be obligated to construct and dedicate to the City, and which are shown on the Conceptual Site Plan, with these “Public Improvements” described more fully in this Section 3(a). Section 3(f) further details the plan for Phase II Public Infrastructure for the development.
 - i. The Developer agrees to fund and oversee the development of plans and specifications for the Public Improvements associated with the Project with the exception of the Cherry Creek Trailway, which will be designed and constructed by the City. City shall review and approve the proposed design and specifications prior to the Developer bidding the work. If the City does not approve the design and Developer is unwilling to make any modifications requested by the City, the agreement will terminate without further action by the parties.
 - ii. The Developer shall establish the scope, timing, and budget/construction costs of the work to be funded with the Bond. Eligible items to be funded with the Bond includes, but are not limited to, design and construction of the Public Infrastructure located within the Site boundaries required for the Project, and include the following:
 1. Stormwater. Includes retention/detention facilities and stormwater infrastructure required to maintain the stormwater generated within the public right-of-way, including but not limited to in-ground and underground facilities, permeable hard surfaces, and landscaping to manage stormwater;
 2. Water Main Installation. Including, but not limited to, connection to the existing public water main and service lines within the public right-of-way leading to the residential and commercial units within the Project;
 3. Sewer Main Installation. Including, but not limited to, connection to the existing public sewer main and service lines within the public right-of-way leading to the residential and commercial units within the Project;
 4. Sidewalk Construction. Including construction of sidewalks within the Project as approved and agreed to by Developer;

5. Roadway Improvements and Construction. Including, but not limited to, construction of all roadway improvements required by City departments;
 6. Lighting. Including installation of street lighting;
 7. Landscaping. Including plantings as required within the public rights-of-way by City departments for the Project; and
 8. Signage. Including general traffic signs and street signs within the public right-of-way. Development signs are excluded and shall be the responsibility of the Developer.
- iii. Prior to the issuance of the Bond (as hereinafter defined), if Developer determines, upon consideration of market and other external factors (“Market Conditions”), that substantial revision to the Conceptual Site Plan is required, Developer, in consultation with the City, may modify or substitute alternate uses and configurations in the Site Plan consistent with the Conceptual Site Plan; provided, however, the approval of the City may not be unreasonably withheld. The City’s approval shall be a condition to making substantial revisions to the Site Plan. The substitution or modification shall not materially reduce the total minimum investment by the Developer set forth herein and the projected assessed value of the Project. The Project, as it may be modified from time to time, shall comply with applicable zoning Laws and approval requirements.
- b. **Acquisition of the Project Site.** Developer has purchased real property necessary for Phase I of the Project, totaling 84.377 acres, and has a purchase agreement in place to acquire the remaining land no later than January 3, 2028, to allow for the completion of Phase II, totaling an additional 89.89 acres. The Purchase Agreements for the entire Project area are attached hereto as Exhibit D. Details regarding project phasing are shown in Exhibit C as the “Phasing Plan.” Legal descriptions for the real estate are attached hereto as Exhibit A as “Site Descriptions.”
- c. **Donation of Rights-of-Way and/or Easements.** The Developer agrees to donate any rights-of-way or easements necessary for the Public Infrastructure required to serve the Project.
- d. **Commencement of Construction.** Subject to the terms and conditions of this Agreement and subject to delays resulting from events of Force Majeure, the Developer will use its best efforts to Commence Construction of Phase I of the Project on or before May 1, 2024. “Commence Construction” shall mean the commencement of substantial work on the Project, such as installation of water and sewer utility infrastructure and stormwater components and shall not be deemed to occur as a result of mere excavation work.
- e. **Completion of Construction of Phase I Public Improvements.** Subject to the terms and conditions of this Agreement, the Developer will diligently pursue the development of the Project and, subject to delays resulting from events of Force Majeure, will complete construction of all Public Improvements associated with Phase I of the Project no later than twenty-four (24) months following the date that the Developer Commences Construction (“Completion Date”).

- f. **Completion of Construction of Phase II Public Improvements.** Effective July 1, 2023, the Indiana Finance Authority (IFA) will be creating a Revolving Loan Fund (RLF) Program to serve Indiana governmental entities as they partner to develop residential housing projects. The City will explore the options available with the new program for public infrastructure construction for Phase II of the development. If required and to the extent it is legally possible and feasible, the City will pursue carving out the Phase II area from the newly established Southeast Housing TIF to establish it as a new residential TIF. The City's intent would be to explore a low-interest RLF loan from the IFA to fund the construction of the Phase II public infrastructure and to utilize the TIF generated from the new area as repayment for the loan so long as the City is not liable for any debt created. The City agrees to be prepared to commence construction within six (6) months of the Developer's acquisition of the Phase II land for the project and to have construction completed within twenty-four (24) months. Developer shall provide notice to the City within six (6) months of closing on the Phase II land to allow for the City to be adequately prepared.
- g. **Developer Investment.** The Developer shall make or cause to be made a total capital investment of not less than One Hundred Twenty-Five Million and 00/100 Dollars (\$125,000,000.00) on the costs of the construction of the Project. Such investment shall include the funds expended for the Project including, without limitation, real estate acquisition, costs of design, labor, materials, and construction of the Project and other Project costs, including costs of issuance.
- h. **Bond Purchase.** Subject to the terms and conditions of this Agreement and to availability of financing on such terms as are reasonable, the Developer or an affiliate of the Developer shall purchase or, in Developer's sole discretion arrange for the purchase of the Bonds. Notwithstanding the foregoing, Developer and its affiliates reserve the right to transfer the Bonds at any time, provided such transferor complies with all applicable securities Laws; and in connection with such purchase and potential transfer of the Bonds the parties shall enter into an agreement in a form mutually agreeable to the City and Developer.
- i. **Tax Covenant.** During the Bond Term, the Developer shall pay or cause to be paid, when due, all real estate taxes and assessments, as well as annual property taxes related to any and all school referendums, on the portions of the Project then owned by the Developer in accordance with Indiana law without challenging or appealing the assessed value of the Project, the applicable tax rate, or the application of the tax rate to the assessed value provided; however, the foregoing shall not operate to prohibit an appeal based upon: (a) the application of the incorrect tax rate; (b) mathematical error; (c) the initial assessment of the Project at stabilization being more than fifteen percent (15%) higher than the amount necessary to make the required payments on the Bonds from the taxes on the Project based on such initial assessment; (d) the taxes billed for any calendar year being increased by more than seven percent (7%) over the taxes billed for the prior calendar year with the exception of an increase in taxes due to increase in Goshen Community School's referendum tax rates; or (e) the assessment for the Project in the year of any increase being inconsistent with the assessment of other real property similar to the Project in age, size, use and other relevant factors within Elkhart County, Indiana.
- j. **Maintenance and Dedication of Public Infrastructure.** Until Public Improvements are dedicated to, and accepted by, the City, Developer shall use commercially reasonable

efforts to maintain, repair, and replace the Public Improvements in good condition and repair consistent with and pursuant to applicable laws (and in a manner similar to other projects like the Project in the City). City will provide construction inspection services for the Public Improvements as they are being constructed to ensure that they meet the established specifications. Upon completion of the Public Improvements, final inspection by the City of Goshen and approval of the Goshen Board of Public Works and Safety, the water mains, sewer mains, public roads, public trailways, and stormwater infrastructure serving the rights-of-way, except for water retention ponds, will be dedicated to and will be accepted by the City for maintenance, unless otherwise provided in this agreement. At the time of dedication to the City and approval by the Board of Public Works and Safety, the City will assume the cost of maintenance of the water mains, sewer mains, public roads, public trailways, and stormwater infrastructure, except for the retention ponds, serving the rights-of-way. Any water lines and sewer lines constructed on private property for connection to the public water and sewer mains (“Building Lines”), private roads, and private drives constructed will not be dedicated to the City and shall remain the property of the Developer who shall continue to be responsible for the maintenance of such private infrastructure.

- k. At the time of any dedication to the City, all materials and facilities dedicated to the City shall be clear of all liens and encumbrances. Developer shall convey good and merchantable title to all physical components of public infrastructure constructed which is to be dedicated to City.
- l. **Compliance with the Laws.** At all times during development and construction of the Project, the Developer shall fully comply with all applicable laws, statutes, and/or ordinances, building codes, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees and all applicable environmental laws (collectively, the “Laws”).
- m. **Trailway Maintenance.** Due to the anticipated use of the public trailway within the Project by children walking or riding bicycles to school, Developer will use its best efforts to assist the City in keeping the public trailway within the Project (“Cherry Creek Trailway”) free of debris, snow and ice. All other maintenance of Cherry Creek Trailway shall be the responsibility of the City. City will at all times, and at City expense, maintain public liability insurance covering the Cherry Creek Trailway in an amount not less than \$_____ per occurrence, which names Developer and Blue Diamond Development Communities, LLC (Blue Diamond) as additional insureds.
- n. **Maintenance of Water Retention Ponds.** In order to maintain a consistent appearance throughout the Project and reduce the City’s mowing and maintenance costs, Developer shall maintain all water retention ponds shown on Exhibit B, including the water retention ponds located on City-owned property. A maintenance/drainage agreement will be executed prior to the commencement of construction.
- o. **Homeowners Association.** Developer shall establish a homeowner’s association prior to any sale of real estate lots in the Project to be managed by Blue Diamond, with homeowner dues in such amount as will be sufficient to maintain the common areas of the Project as well as the water retention ponds serving the overall development.
- p. **Landscaping.** Developer will design, install and maintain the landscaping for the Project

including tree lawn, berms along Waterford Mills Parkway as shown on Exhibit B and right-of-way landscaping.

- q. **Fiberoptic Conduit.** Developer shall install conduit suitable for the installation of fiberoptic cable at the same time the public utilities are installed.
- r. **Lift Station.** Developer will, at its sole expense, install and dedicate to the City a Lift Station as specified, and in the location shown on Exhibit B.
- s. **Private Amenities.** Developer will construct the private amenities shown on Exhibit B.

Section 4. City Bodies' Duties. In consideration of and as a material inducement for Developer satisfying in full the Developer Duties, the City Bodies shall, subject to further proceedings required by law as set forth in Section 6(a), use their best efforts to complete the following (collectively, the "City Bodies' Duties"):

- a. **Creation of Distinct Allocation Area.** The City Bodies shall, pursuant to I.C. 36-7-14, cause the Site to be established as an allocation area separate and distinct from other allocation areas at or about the Site.
- b. **Issuance of Bonds.** The City Bodies shall issue certain economic development bonds (the "Bonds") for a term not to exceed twenty (20) years (the "Bond Term") in an amount not to exceed a par amount of bonds that can be amortized over a 20-year period from the Pledged TIF Revenues (as hereinafter defined). The City shall have no obligation to pay the Bonds from any source other than the Pledged TIF Revenues. The Project's projected tax increment was estimated by Baker Tilly and a copy of its report dated April 20, 2023 is attached hereto and made a part hereof as Exhibit G.
- c. **Additional Terms of the Bonds.** The Bonds may be issued in one or more series, on a taxable or tax-exempt basis (provided customary bond counsel opinions are provided), and may be structured as "draw bonds" with the principal amount being drawn incrementally as the Bonds are purchased by Developer.
- d. **Bond Proceeds.** The City Bodies will make available or loan to the Developer the proceeds of the Bonds pursuant to the "Trust Indenture" to pay, or reimburse Developer, for (i) costs of issuance associated with the Bonds, (ii) capitalized interest, if any, as required by the purchaser of the Bonds and (iii) soft costs (as these terms are typically used in the construction industry) associated with development costs of construction of the Project, and (iv) any sums required to reimburse the Developer for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the Public Infrastructure (the "Project Costs"), all as specifically set forth in the Trust Indenture. Developer fees are not included as a permitted expense. Notwithstanding the foregoing, at the option of Developer, the Trust Indenture shall provide that the proceeds of the Bond will be treated as a loan that Developer is obligated to repay, the payments for which shall be forgiven as and when TIF Revenues are used for repayment of the Bonds.
- e. **Pledge of TIF Revenues.** The Commission shall pledge one hundred percent (100%) of the tax increment generated within the Allocation Area to the repayment of the Bonds in semi-annual payments for a term not to exceed twenty (20) years from the date of issuance of the Bonds (the "Pledged TIF Revenues"). Pledged TIF Revenues will be utilized first to make current payments of interest and principal on the Bonds and, second to reimburse

the Developer for payments made on the promissory note for any prior shortfalls of Pledged TIF Revenues with respect to the payment of debt service on the Bonds. The City Bodies shall not pledge to the repayment of the Bonds any tax revenues or other funds of the City, except the Pledged TIF Revenues. Any amounts due and owing on the Bonds at the expiration of the Allocation Area on the date which is twenty (20) years from the date of issuance of the Bond shall be the responsibility of the Developer.

- f. **TIF Revenue Shortfalls.** In the event Pledged TIF Revenues are, in any given period, insufficient to make payment on the Bonds, such shortfall shall accrue and be payable from the future Pledged TIF Revenues during the Bond Term. In the event and to the extent the Developer or any affiliate make any payment on the Bonds, the Developer or such affiliate will be subrogated to the rights of the Commission to receive Pledged TIF Revenues in excess of current amounts payable on the Bonds in any subsequent time period. Such amounts payable to the Developer or such affiliate will bear interest at the same rate or rates as the applicable Bond.
- g. **Excess Pledged TIF Revenue.** To the extent Pledged TIF Revenue is available in amounts in excess of those required to make the payments then due on the Bonds, such excess Pledged TIF Revenues shall first be used to reimburse the Developer for shortfall payments and second be used to redeem the Bonds prior to their maturity. It is anticipated that the Public Infrastructure costs will exceed the bond capacity for this development. In the event that expenses directly incurred for the Public Infrastructure exceed the available funds from the Bond and Developer can demonstrate such costs, City will continue to reimburse the Developer at 100% until either the Public Infrastructure costs beyond the Bond are repaid or until the expiration of the TIF. The City will have no obligation to continue payment beyond the life of the TIF.
- h. **Interest During Construction.** At the option and discretion of Developer, the bonds may bear interest at (A) zero percent (0%) from their date of issuance until construction activities on the Project have been completed (“Substantial Completion”), or (B) at the Bond Interest Rate (as hereinafter defined) from their date of issuance throughout the term of the Bonds. After the Project has been assessed and is generating TIF Revenues the Bonds will (X) bear interest at the Bond Interest Rate, and (Y) be in accordance with the City authorizations relating to the Bonds. For the purposes of this Agreement, the “Bond Interest Rate” shall mean a rate equal to or less than five percent (5%) (except for the potential of a zero percent (0%) rate until Substantial Completion) as determined by Developer in its sole discretion.
- i. **Costs of Issuance.** All Bond issuance costs, including bond counsel fees for the City Bodies, shall be paid from Bond proceeds. To the extent the Developer pays any bond costs of issuance stated above from other funds, the Developer shall be entitled to reimbursement for such costs from Bond proceeds on the date of issuance of the Bonds.
- j. **Cooperation by the City.** The City acknowledges that Developer may require certain other permits, approvals, waivers, and accommodations in connection with the development and construction of the Project, and the City, to the extent of its authority, will reasonably cooperate with Developer in obtaining such permits, approvals, waivers, and accommodations as may be required by any department of the City.
- k. **Zoning.** The City Bodies shall use reasonable efforts to assist the Developer in its pursuit

of any and all zoning amendments, changes, waivers or variances necessary to accommodate the construction and proposed use of the Project.

- l. **Re-platting.** The City shall use reasonable efforts to assist, if and when possible, the Developer in the event that the Developer determines that any further subdivision or re-platting of the Site is necessary or desirable to construct the Project.
- m. **Cherry Creek Trailway Construction.** The City will design, bid and construct a 10-foot-wide public trailway within Phase I of the Cherry Creek Development with funds available from the Consolidated River Race/US 33 TIF as the new trailway will connect the development to the trail network that extends into downtown Goshen. In the event that the trailway construction exceeds \$1,500,000, the Developer will be responsible for contributing the remaining balance towards the project. Except for removal of snow, ice and debris, City will own and maintain the Cherry Creek Trailway shown on Exhibit B, which extends across the Project, for public use at all times.
- n. **Public Trailway to Bethany.** The City will design, bid and construct a new 10-foot-wide public trailway connecting the Cherry Creek Trailway to the Maple City Greenway adjacent to Bethany Christian School on the west side of the Norfolk Southern Railroad. It is anticipated that the new trailway will extend from the Cherry Creek Trailway at the southwest corner of the Project and west along Waterford Mills Parkway to the Railroad track and then north on the most accessible and available route to connect at the Bethany Christian School pedestrian crossing. The City commits to completing this connection no later than December 31, 2028. Funding from the Consolidated River Race/US 33 TIF will be utilized for this project and will not count towards the \$1,500,000 contribution to the Cherry Creek Trailway.
- o. **Public Street Improvements.** The Developer has completed a traffic study, which indicates that the following improvements are required at the entrances to the development:
 - i. Waterford Mills Parkway at the entrance to the Project (Edison Drive), including a westbound right-turn lane and a left-turn lane and shared thru/right-turn lane to southbound approach;
 - ii. Regent Street at the entrance to the Project (Winchester Drive), including southbound left-turn lane at entrance, left turn lane on Regent Street and left-turn lane and shared thru/right-turn lane to westbound approach; and
 - iii. Dierdorff Road at the entrance to the Project (Fairways Drive), including southbound right-turn lane and a left turn lane and a share thru/right-turn lane to eastbound approach.

If any of the City's committed funds (totaling \$1,500,000) remain after trailway construction within Cherry Creek – Phase I as noted in Section 4(m) above, City will work with the Developer to apply any remaining balance to either the Waterford Mills Parkway improvements, Regent Street improvements or both. City will work to bid the trailway project as soon as possible to allow for any remaining balance to be applied towards the roadway improvements.

City will monitor future traffic and make recommended future improvements if traffic counts deem them necessary as described in the Traffic Study attached hereto as Exhibit H.

- p. **Waterford Mills/CR 40 Project.** City will diligently pursue its plan to widen CR 40 from Dierdorff Road to US 33 and complete that project by December 31, 2031.
- q. **Dierdorff Road.** City will diligently pursue its plan to widen Dierdorff Road from CR 40 to College Avenue, including the installation of a roundabout at the intersection of Dierdorff Road and Waterford Mills Parkway or other suitable improvements, and complete that project by December 31, 2028.
- r. **Decorative Project Streetlights.** Developer shall install one of the two options for decorative streetlights shown on Exhibit E on the Project Streets in the locations designated on Exhibit F. It is understood by the Parties that NIPSCO will maintain and service the streetlights up to the decorative fixture. City will accept the dedication of those streetlights as part of the dedication of the Public Infrastructure and, except for maintenance or repairs completed by NIPSCO, be solely responsible for the cost of any maintenance, repair, and replacement thereof from and after the dedication.
- s. **Parking on Project Streets.** The Project streets and parking plan will be constructed in accordance with the layout shown in Exhibit B. The City shall be responsible for plowing the public streets within the Project and Blue Diamond will assist with removing snow from angled on-street parking areas in the Project.
- t. **Deed of Additional Property.** To meet the need for sufficient water retention areas and consistency with maintenance on the Project Area, Developer desires to acquire 7.18 acres of greenspace currently utilized for the existing trailway adjacent to the North and Northwest boundaries of the Project Area as shown on Exhibit J. City will, subject to the Developer being the successful bidder pursuant to the statutory procedures required under I.C. 36-7-14-22 and approvals from the appropriate Boards and Commissions, sell and convey to Developer for an agreed upon price the desired acreage. The improvement and maintenance of the subject acreage will be the sole responsibility of Developer as Owner but approval from the Goshen Parks Board will be required for the portion of the Project Area that impacts the existing greenway. Developer shall have the right to terminate this Agreement if they are unable to acquire the desired land through the required statutory process.
- u. **Recreational Easement.** City will draft and grant to Developer and Blue Diamond a Recreational Easement to allow them sufficient access and egress to perform maintenance on the Cherry Creek Trailway and other public areas of which they have duties hereunder.
- v. **Drainage Easements.** City will draft and grant to Developer and Blue Diamond easements allowing them the right to drain and retain water from the Site onto the City-owned parcels shown on Exhibit J and the right to tunnel under Waterford Mills Parkway and install drainage pipes leading to the retention area.

Section 5. Successors, Assigns & Amended Agreement

- a. Until the Project is completed, the rights and obligations contained in this Agreement may not be assigned or delegated by the Developer or any affiliate thereof without the express prior written consent of each of the City Bodies; provided, however, that the Developer may transfer all or a portion of its rights and obligations hereunder to an affiliate of the Developer upon notice to but without the consent of the City Bodies, but any such transfer to an affiliate of the Developer shall not have the effect of releasing the Developer and/or

its assignees from the Developer's obligations hereunder.

- b. Except for the sale of residential building lots on an individual basis, if Developer desires to transfer the Site to any entity that is not an affiliate of the Developer, Developer acknowledges and agrees that prior to any transfer of this Agreement, all other requisite ancillary documents shall be drafted or amended, as applicable, to appropriately reference and include the new owner of the Site as a party. Further, Developer specifically acknowledges and agrees that its duties pursuant to this Agreement shall inure to the benefit of and be binding upon and enforceable against Developer and its respective heirs, executors, administrators, successors, and assigns. In any merger, acquisition, or assignment of assets such obligation shall continue as a liability of Developer and shall be disclosed as a binding obligation and liability of Developer and any successors in interest.
- c. Upon completion of the Project, the Developer shall be entitled to assign this Agreement to any purchaser of the Project without City's prior written consent; provided such purchaser shall be required to assume all obligations of the Developer under this Agreement arising after such purchase. Upon such assumption, the Developer shall be released from all obligations pursuant to this Agreement arising after the date the purchaser assumes this Agreement. With respect to any assignment of this Agreement prior to the date that is three (3) years following the Completion Date, Developer shall demonstrate to the City that the new purchaser and associated affiliates of the Project have comparable financial strength and reputation as the Developer, including its affiliates.

Section 6. Authority

- a. **Statutory Approvals.** The City Bodies' obligations to issue the Bonds are contingent upon obtaining all authorizations required to be obtained under I.C. 36-7-14-11.9 and -12 ("EDC Statute"), including but not limited to, the following:
 - i. a resolution adopted by the Goshen Economic Development Commission, after conducting a public hearing, recommending the issuance of the Bonds;
 - ii. a resolution adopted by the Commission pledging the Pledged TIF Revenues; and
 - iii. an ordinance adopted by the Goshen Common Council approving the issuance of the Bonds.
- b. **City and Commission.** City and Commission represent and warrant that each entity has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver this Agreement upon proper approval by the Goshen City Council and Redevelopment Commission. The performance by each the City and the Commission of its duties under this Agreement shall be subject to completion of such procedures as are required by law. City and Commission further represent and warrant that they have taken or will use their best efforts to take (subject to Developer's performance of their agreements and duties hereunder) such action(s) as may be required and necessary to enable City and Commission to execute this Agreement and to carry out fully and perform the terms, covenants, duties and duties on its part to be kept and performed as provided by the terms and provisions hereof.
- c. **Developer.** Developer represents and warrants to City that: (a) Developer is an Indiana limited liability company, duly existing and validly formed under the laws of the State of

Indiana; (b) Developer shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) Developer has the authority: (i) to enter into this Agreement, and (ii) to perform its duties hereunder; (d) Developer duly has been authorized by proper action: (i) to execute and deliver this Agreement, and (ii) to perform its duties hereunder; and (e) this Agreement is the legal, valid, and binding obligation of Developer.

Section 7. General Provisions

- a. **Indemnity; No Joint Venture or Partnership.** Developer covenants and agrees at its sole cost and expense to pay and to indemnify and save harmless City and Commission and their respective officers and agents of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from Developer's (and/or any affiliate's thereof) use of the Site unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of Goshen and Commission (or any one of them alone or in combination with others). However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between City, Commission and Developer any affiliate thereof. Moreover, Developer is not a principal, agent, officer shareholder or employee of the City.
- b. **E-Verify.** All terms defined in I.C. 22-5-1.7 are adopted and incorporated into this Section. Pursuant to I.C. 22-5-1.7, Developer covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, Developer shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to the City's authorized representative.
- c. **Non-Discrimination.** Developer, for itself, agrees that during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. **Time of Essence.** Time is of the essence of this Agreement. The Parties shall make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- e. **Breach.** Except as otherwise stated herein, before any failure of any Party of this Agreement to perform its duties under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the

reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice. If after said notice, the breaching Party fails to cure the breach, the non-breaching Party may seek any remedy available at law or equity.

- f. **Amendment.** This Agreement may be amended only by the mutual consent of the Parties, by the adoption of an ordinance or resolution of City and Commission approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.
- g. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- h. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.
- i. **Indiana Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Elkhart County, Indiana.
- j. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

City Bodies: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson St., Suite 2
 Goshen, IN 46528

Developer: Cherry Creek, LLC & Blue Diamond Communities, LLC
 1630 Timberline Drive
 Goshen, IN 46526
 Attn: Tonya Detweiler
 tonya@bluediamondcommunities.com

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

- k. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- l. **Assignment.** Except for any assignment to any entity controlling, controlled by, or under common control with Developer (each a “Developer Affiliate”), the rights and duties contained in this Agreement may not be assigned or delegated by Developer or any Developer Affiliate thereof without the express prior written consent of City; provided, however, that any such consent requested after construction activities on the Project have been completed shall not be unreasonably withheld, conditioned, or delayed.
- m. **No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit

solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

- n. **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all Parties hereto have executed this Agreement and City and Commission has approved or ratified this Agreement as required by law.
- o. **Force Majeure.** For purposes of this Agreement, the term “Force Majeure” shall mean any cause that is not within the reasonable control of Developer or City Bodies, respectively including, without limitation: the occurrence of fire, explosion, flood, earthquake, drought, embargo, war, riot, act of God or of public enemy; pandemic, epidemic, or the effects thereof; an act of governmental authority, agency, or entity; shortages of fuel, power, materials or supplies; transportation delays, or any other contingency, delay, failure or cause beyond the reasonable control of the Developer, irrespective of whether such contingency is specified herein or is presently occurring or anticipated by the Developer, notwithstanding reasonable efforts to overcome or avoid such matters, provided that a lack of financial resources shall not be considered an event of Force Majeure.
- p. **Exhibits.** The following exhibits are attached hereto and incorporated herein as if fully set forth herein:

Exhibit A	Site Descriptions & Map
Exhibit B	Conceptual Site Plan
Exhibit C	Phasing Plan
Exhibit D	Project Area Purchase Agreements
Exhibit E	Decorative Street Lights
Exhibit F	Street Light Locations
Exhibit G	Baker Tilley Analysis
Exhibit H	Traffic Study (Summary)
Exhibit I	Typical Utility Lot Layout Plans
Exhibit J	Desired Land Transfer Map

[Signatures on following pages]

City of Goshen, Indiana
Goshen Common Council

CITY _____

Gina Leichty, Mayor and Presiding Officer

STATE OF INDIANA)

) SS:

COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Gina Leichty, Mayor and Presiding Officer, on behalf of the Goshen Common Council and City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____

Notary Public of _____ County, IN

My Commission Expires: _____

Commission Number: _____

Goshen Board of Public Works and Safety

Gina Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Gina Leichty, Mayor, on behalf of the Goshen Board of Public Works and Safety and City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Indiana

Printed Name: _____
Notary Public of _____ County,

My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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

EXHIBIT A
Site Descriptions & Map

TRACT 1
LEGAL DESCRIPTION PER INST. NUMBER 2017-13272

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

COMMENCING AT A STONE MARKING THE EAST QUARTER-CORNER OF SAID SECTION 27; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 42 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE GOSHEN COMMUNITY SCHOOLS AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2004-35409 AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 735.01 FEET TO THE SOUTHEAST CORNER OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 42 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1464.43 FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF WATERFORD MILLS PARKWAY; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF THE RIGHT OF WAY OF SAID WATERFORD MILLS PARKWAY, A DISTANCE OF 1667.06 FEET TO A REBAR MARKING THE POINT OF CURVATURE OF A 2425.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY, BEING ON THE ARC OF SAID 2425.00 FOOT RADIUS CURVE, A DISTANCE OF 1807.76 FEET (CHORD BEARING NORTH 69 DEGREES 01 MINUTE 17 SECONDS WEST, CHORD DISTANCE 1766.19 FEET) TO THE MOST SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2001-42758 AND 2001-42759; THENCE ALONG THE FOLLOWING TWENTY COURSES, SAID COURSES BEING ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN, INDIANA PARCEL; THENCE NORTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 104.02 FEET; THENCE NORTH 60 DEGREES 18 MINUTES 28 SECONDS EAST, A DISTANCE OF 234.99 FEET; THENCE SOUTH 79 DEGREES 41 MINUTES 43 SECONDS EAST, A DISTANCE OF 125.01 FEET; THENCE NORTH 12 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 175.01 FEET; THENCE NORTH 24 DEGREES 44 MINUTES 47 SECONDS EAST, A DISTANCE OF 370.10 FEET; THENCE NORTH 52 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 250.01 FEET; THENCE SOUTH 60 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 05 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 65 DEGREES 05 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 15 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 77 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 260.00 FEET; THENCE SOUTH 36 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 29 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 285.00 FEET; THENCE NORTH 43 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 53

DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 40.41 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 01 SECOND EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 65 DEGREES 30 MINUTES 01 SECOND EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A REBAR MARKING THE MOST EASTERLY CORNER OF SAID CITY OF GOSHEN, INDIANA PARCEL; THENCE SOUTH 26 DEGREES 59 MINUTES 59 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID GOSHEN COMMUNITY SCHOOLS PARCEL (INSTRUMENT NUMBER 2204-35409), A DISTANCE OF 150.00 FEET TO A REBAR MARKING THE SOUTHWEST CORNER OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL; THENCE NORTH 88 DEGREES 57 MINUTES 41 SECONDS EAST ALONG THE SOUTH LINE OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, A DISTANCE OF 830.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

TRACT 2

LEGAL DESCRIPTION PER INST. NUMBER 2014-04830

A PART OF THE WEST HALF OF SECTION 26 IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MARKING THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 52 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26. A DISTANCE OF 496.54 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 40 SECONDS EAST ALONG A LINE THAT IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO GLEN W. AND CAROLAN M. CHUPP AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2003-16334, A DISTANCE OF 1272.70 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA DESCRIBED AS PARCEL 1B AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2008 00780; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID CITY OF GOSHEN, INDIANA PARCEL AND A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2008 00781, A DISTANCE OF 2698.06 FEET TO THE SOUTHWEST CORNER OF SAID CITY OF GOSHEN, INDIANA PARCEL; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF THE RIGHT OF WAY OF WATERFORD MILLS PARKWAY, A DISTANCE OF 1267.79 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 42 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 2199.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. CONTAINING 78.61 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

TRACT 3
UPDATED LEGAL DESCRIPTION

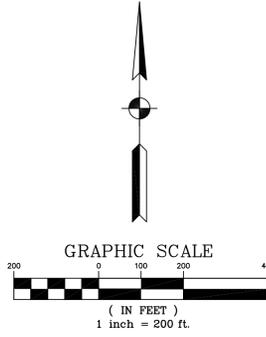
A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE NORTHWEST CORNER OF LOT NUMBER ONE AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF PLEASANT PRAIRIE SUBDIVISION, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 3, PAGE 122; THENCE NORTH 00 DEGREES 38 MINUTES 55 SECONDS WEST, ON AN ASSUMED BEARING ALONG THE EAST LINE OF THE RIGHT OF WAY OF THE C. C. C. & ST. LOUIS RAILROAD, A DISTANCE OF 599.44 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED ABONMARCHE 0050 MARKING THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2008-19890; THENCE NORTH 89 DEGREES 26 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN PARCEL, A DISTANCE OF 868.35 FEET TO THE SOUTHEAST CORNER OF SAID CITY OF GOSHEN PARCEL; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF REGENT STREET, A SIXTY FOOT RIGHT OF WAY AS DEDICATED TO THE CITY OF GOSHEN, INDIANA IN A DOCUMENT RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2003 14265, BEING ON THE ARC OF A 2819.89 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE EAST, A DISTANCE OF 605.84 FEET (CHORD BEARING SOUTH 06 DEGREES 38 MINUTES 55 SECONDS WEST, CHORD DISTANCE 604.67 FEET); THENCE SOUTH 00 DEGREES 29 MINUTES 38 SECONDS WEST 0.48 FEET TO THE NORTH LINE OF SAID PLEASANT PRAIRIE SUBDIVISION; THENCE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID PLEASANT PRAIRIE SUBDIVISION, A DISTANCE OF 791.54 FEET TO THE POINT OF BEGINNING. CONTAINING 11.28 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

RULE 12 RETRACEMENT SURVEY

A PART OF THE WEST HALF OF SECTION 26 AND A PART OF THE SOUTH HALF OF SECTION 27, BOTH IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA
 TAX ID#S: 20-11-27-426-035.000-015; 20-11-26-351-022.000-015; 20-11-26-301-014.000-015

Line #	Bearing	Length
L1	N89°47'39"E	103.89'
L2	N60°18'28"E	234.99'
L3	S79°41'43"E	125.01'
L4	N12°12'50"W	175.01'
L5	N24°44'47"E	370.10'
L6	N52°50'22"E	250.01'
L7	S60°09'38"E	200.00'
L8	S5°09'38"E	165.00'
L9	N65°05'22"E	120.00'
L10	S79°24'38"E	170.00'
L11	S15°30'11"E	190.11'
L12	S77°01'13"E	259.92'
L13	S36°09'38"E	150.00'
L14	N29°50'22"E	285.00'
L15	N43°47'38"E	369.82'
L16	N53°42'07"E	40.41'
L17	N75°59'59"W	120.00'
L18	N26°45'01"E	150.00'
L19	N65°30'01"E	150.00'
L20	S77°59'59"E	180.77'
L21	S26°49'01"E	149.65'

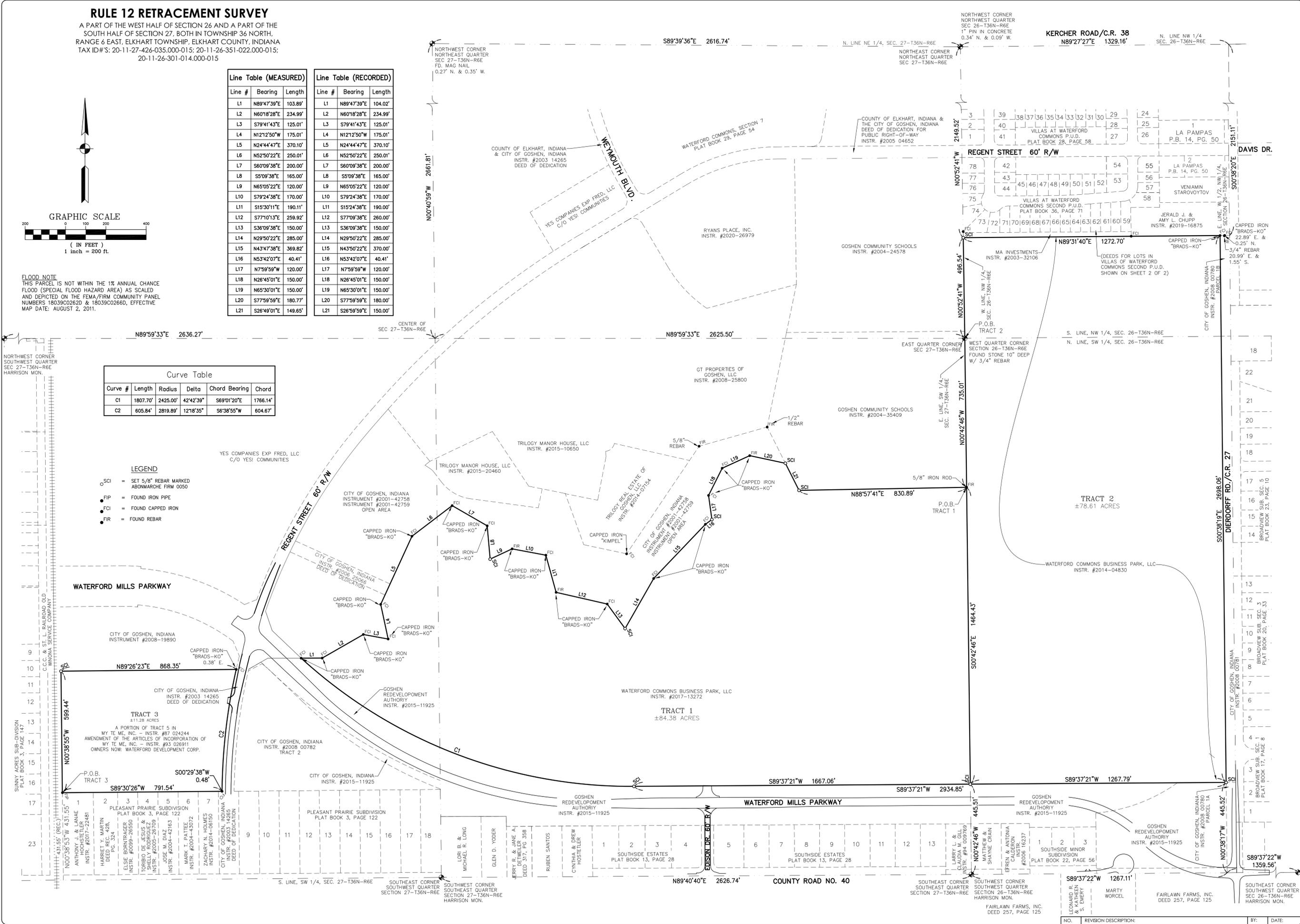
Line #	Bearing	Length
L1	N89°47'39"E	104.02'
L2	N60°18'28"E	234.99'
L3	S79°41'43"E	125.01'
L4	N12°12'50"W	175.01'
L5	N24°44'47"E	370.10'
L6	N52°50'22"E	250.01'
L7	S60°09'38"E	200.00'
L8	S5°09'38"E	165.00'
L9	N65°05'22"E	120.00'
L10	S79°24'38"E	170.00'
L11	S15°30'11"E	190.00'
L12	S77°09'38"E	260.00'
L13	S36°09'38"E	150.00'
L14	N29°50'22"E	285.00'
L15	N43°50'22"E	370.00'
L16	N53°42'07"E	40.41'
L17	N75°59'59"W	120.00'
L18	N26°45'01"E	150.00'
L19	N65°30'01"E	150.00'
L20	S77°59'59"E	180.00'
L21	S26°59'59"E	150.00'



FLOOD NOTE
 THIS PARCEL IS NOT WITHIN THE 1% ANNUAL CHANCE FLOOD (SPECIAL FLOOD HAZARD AREA) AS SCALED AND DEPICTED ON THE FEMA/FIRM COMMUNITY PANEL NUMBERS 18039C0262D & 18039C0266D, EFFECTIVE MAP DATE: AUGUST 2, 2011.

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	1807.70'	2425.00'	42°42'39"	S69°01'20"E	1766.14'
C2	605.84'	2819.89'	12°18'35"	S6°38'55"W	604.67'

- LEGEND**
- SCI = SET 5/8" REBAR MARKED ABONMARCHÉ FIRM 0050
 - FIP = FOUND IRON PIPE
 - FCI = FOUND CAPPED IRON
 - FIR = FOUND REBAR



ABONMARCHÉ

303 River Race Drive, Unit 206
 Goshen, IN 46526
 T: 574.533.9913
 F: 574.533.9911
 abonmarche.com
 Copyright 2022 ABONMARCHÉ CONSULTING, INC.
 Engineering - Architecture - Land Surveying

PROJECT:
 A PT OF THE W 1/2 OF SEC. 26 &
 A PT OF THE S 1/2 OF SEC. 27, ALL
 IN T36N-R6E, ELKHART TOWNSHIP,
 ELKHART CO., IND.

SHEET TITLE:
 RULE 12 RETRACEMENT SURVEY

DRAWN BY: TRM
DESIGNED BY:
PM REVIEW: BEM
QA/QC REVIEW: MJR
DATE: 01-17-2023
SEAL:

SIGNATURE:
 Craig S. Batdorf
 DATE: 01-17-2023

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

SCALE:
 HORZ: 1" = 200'
 VERT:

ACI JOB #
 22-1784

SHEET NO.
 1 of 2

RULE 12 RETRACEMENT SURVEY

A PART OF THE WEST HALF OF SECTION 26 AND A PART OF THE SOUTH HALF OF SECTION 27, BOTH IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA
TAX ID#S: 20-11-27-426-035.000-015; 20-11-26-351-022.000-015; 20-11-26-301-014.000-015

TRACT 1 LEGAL DESCRIPTION PER INSTR. NUMBER 2017-13272

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

COMMENCING AT A STONE MARKING THE EAST QUARTER-CORNER OF SAID SECTION 27; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 42 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE GOSHEN COMMUNITY SCHOOLS AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2004-35409 AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 735.01 FEET TO THE SOUTHEAST CORNER OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 42 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1464.43 FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF WATERFORD MILLS PARKWAY; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF THE RIGHT OF WAY OF SAID WATERFORD MILLS PARKWAY, A DISTANCE OF 1667.06 FEET TO A REBAR MARKING THE POINT OF CURVATURE OF A 2425.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY, BEING ON THE ARC OF SAID 2425.00 FOOT RADIUS CURVE, A DISTANCE OF 1807.76 FEET (CHORD BEARING NORTH 69 DEGREES 01 MINUTE 17 SECONDS WEST, CHORD DISTANCE 1766.19 FEET) TO THE MOST SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2001-42758 AND 2001-42759; THENCE ALONG THE FOLLOWING TWENTY COURSES, SAID COURSES BEING ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN, INDIANA PARCEL; THENCE NORTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 104.02 FEET; THENCE NORTH 60 DEGREES 18 MINUTES 28 SECONDS EAST, A DISTANCE OF 234.99 FEET; THENCE SOUTH 79 DEGREES 41 MINUTES 43 SECONDS EAST, A DISTANCE OF 125.01 FEET; THENCE NORTH 12 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 175.01 FEET; THENCE NORTH 24 DEGREES 44 MINUTES 47 SECONDS EAST, A DISTANCE OF 370.10 FEET; THENCE NORTH 52 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 285.00 FEET; THENCE SOUTH 09 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 05 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 65 DEGREES 05 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 15 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 77 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 260.00 FEET; THENCE SOUTH 36 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 29 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 285.00 FEET; THENCE NORTH 43 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 53 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 40.41 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 01 SECOND EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 65 DEGREES 30 MINUTES 01 SECOND EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A REBAR MARKING THE MOST EASTERLY CORNER OF SAID CITY OF GOSHEN, INDIANA PARCEL; THENCE SOUTH 26 DEGREES 59 MINUTES 59 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID GOSHEN COMMUNITY SCHOOLS PARCEL (INSTRUMENT NUMBER 2204-35409), A DISTANCE OF 150.00 FEET TO A REBAR MARKING THE SOUTHWEST CORNER OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL; THENCE NORTH 88 DEGREES 57 MINUTES 41 SECONDS EAST ALONG THE SOUTH LINE OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, A DISTANCE OF 830.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 84.38 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

TRACT 2 LEGAL DESCRIPTION PER INSTR. NUMBER 2014-04830

A PART OF THE WEST HALF OF SECTION 26 IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MARKING THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 52 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 496.54 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 40 SECONDS EAST ALONG A LINE THAT IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO GLEN W. AND CAROLAN M. CHUPP AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2003-16334, A DISTANCE OF 1272.70 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA DESCRIBED AS PARCEL 1B AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2008 00780; THENCE SOUTH 00 DEGREES 38 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID CITY OF GOSHEN, INDIANA PARCEL AND A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2008 00781, A DISTANCE OF 2698.06 FEET TO THE SOUTHWEST CORNER OF SAID CITY OF GOSHEN, INDIANA PARCEL; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF THE RIGHT OF WAY OF WATERFORD MILLS PARKWAY, A DISTANCE OF 1267.79 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 42 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 2199.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 78.61 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

TRACT 3 UPDATED LEGAL DESCRIPTION

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

BEGINNING AT AN IRON PIPE MARKING THE NORTHWEST CORNER OF LOT NUMBER ONE AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF PLEASANT PRAIRIE SUBDIVISION, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 3, PAGE 122; THENCE NORTH 00 DEGREES 38 MINUTES 55 SECONDS WEST, ON AN ASSUMED BEARING ALONG THE EAST LINE OF THE RIGHT OF WAY OF THE C. C. & ST. LOUIS RAILROAD, A DISTANCE OF 599.44 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED ABONMARCHÉ 0050 MARKING THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2008-19890; THENCE NORTH 89 DEGREES 26 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN PARCEL, A DISTANCE OF 868.35 FEET TO THE SOUTHEAST CORNER OF SAID CITY OF GOSHEN PARCEL; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF REGENT STREET, A SIXTY FOOT RIGHT OF WAY AS DEDICATED TO THE CITY OF GOSHEN, INDIANA IN A DOCUMENT RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2003 14265, BEING ON THE ARC OF A 2819.89 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE EAST, A DISTANCE OF 605.84 FEET (CHORD BEARING SOUTH 06 DEGREES 38 MINUTES 55 SECONDS WEST, CHORD DISTANCE 604.67 FEET); THENCE SOUTH 00 DEGREES 29 MINUTES 38 SECONDS WEST 0.40 FEET TO THE NORTH LINE OF SAID PLEASANT PRAIRIE SUBDIVISION; THENCE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID PLEASANT PRAIRIE SUBDIVISION, A DISTANCE OF 791.54 FEET TO THE POINT OF BEGINNING, CONTAINING 11.28 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, ARTICLE 1.1, CHAPTER 12, OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS RESULT OF:

- AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS;
- OCCUPATION OR POSSESSION LINES;
- CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES;
- THE RELATIVE POSITIONAL ACCURACY OF THE MEASUREMENTS.

CLIENT NAME: CHERRY CREEK LLC
OWNERS OF RECORD: WATERFORD COMMONS BUSINESS PARK LLC
TYPE OF SURVEY AND PURPOSE: PERFORM A RETRACEMENT SURVEY

- THE REFERENCE MONUMENTS USED AND HELD ARE SHOWN ON THE FACE OF THE SURVEY.
- RIGHT-OF-WAYS, FENCES, AND IMPROVEMENTS AS SHOWN.
- AMBIGUITY OF RECORD DESCRIPTIONS
- THE CLASSIFICATION OF THIS SURVEY IS A SUBURBAN SURVEY: 0.13 FEET PLUS 100 PARTS PER MILLION.

THEORY OF LOCATION:

THIS IS A RETRACEMENT SURVEY OF A SURVEY BY GREGORY SHOCK DATED JANUARY 14, 2011. SEVERAL SECTION CORNERS WERE RECOVERED AND ARE SHOWN ON THE FACE OF THE SURVEY. SEVERAL SECTION CORNERS IN KERCHER ROAD, COUNTY ROAD 40 AND STATE ROAD 15 HAVE BEEN REMONUMENTED DUE TO ROAD CONSTRUCTION. MOST SEEMED TO BE IN THE SAME LOCATION AS THE SHOCK SURVEY, BUT THE CORNERS IN KERCHER ROAD SEEMED TO HAVE MOVED SLIGHTLY. THE VARIANCES ARE SHOWN ON THE SURVEY. DEIRDORFF HAS ALSO BEEN REBUILT SINCE THE SHOCK SURVEY AND ALL MONUMENTS HAVE BEEN REMOVED. SEVERAL IRONS WERE LOCATED FROM THE SHOCK SURVEY AND WERE USED ALONG WITH THE SECTION CORNERS TO ESTABLISH THE MISSING CORNERS.

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

DUE TO VARIANCES IN REFERENCE MONUMENTS: 0.35' NORTH AND SOUTH, 0.50' EAST AND WEST.
DUE TO DISCREPANCIES IN THE RECORD DESCRIPTION: TRACT 3 IS THE REMAINDER OF TRACT 5 IN DEED RECORD 87-24244.
DUE TO INCONSISTENCIES IN LINES OF OCCUPATION: NONE

NOTES:
PLATS AND NOTES USED.

- SURVEY BY GREGORY SHOCK DATED JANUARY 14, 2011.
- PLAT OF VILLAS AT WATERFORD COMMONS SECOND PUD (PLAT BOOK 36, PAGE 71)
- PLAT OF PLEASANT PRAIRIE SUBDIVISION (PLAT BOOK 3, PAGE 122)
- SURVEY BY GREGORY SHOCK DATED DECEMBER 21, 2005.

THE FIELD WORK FOR THIS PROJECT WAS PERFORMED IN DECEMBER, 2022.
BASIS OF BEARING IS BASED ON DEED RECORD 2017-13272.

DEEDS FOR VILLAS AT WATERFORD COMMONS SECOND

LOT 59: RICHARD JOHN & ANGELA MARIE BECOLA - INSTR. #2017-24590
LOT 60: AMENDED AND RESTATED WALTER STANKOVICH REVOCABLE LIVING TRUST & AMENDED AND RESTATED SHERRY STANKOVICH LIVING TRUST - INSTR. #2021-17005
LOT 61: WAYNE B. & THERESA D. OVERMAN - INSTR. #2021-05031
LOT 62: ANGEL ALMAGUER - INSTR. #2021-07361
LOT 63: BRADLEY JOHN & PAMELA KAY TOMECEK, TRUSTEES OF TOMECEK FAMILY LIVING TRUST - INSTR. #2019-01060
LOT 64: JERROLD R. KAUFFMAN - INSTR. #2019-24443
LOT 65: CLARISSA LORA - INSTR. #2021-19209
LOT 66: KIM & DEBRA GRANT - INSTR. #2022-17942
LOT 67: PATRICIA K. WIMMER - INSTR. #2022-19998
LOT 68: VICKIE & THOMAS SIMS - INSTR. #2020-01073
LOT 69: TERRY HOOGENBOOM BUILDERS, LLC - INSTR. #2022-18691
LOT 70: MA INVESTMENTS (PER PLATTING) - INSTR. #2017-00266 (PLAT BOOK 36, PAGE 71)
LOT 71: MA INVESTMENTS (PER PLATTING) - INSTR. #2017-00266 (PLAT BOOK 36, PAGE 71)
LOT 72: MA INVESTMENTS (PER PLATTING) - INSTR. #2017-00266 (PLAT BOOK 36, PAGE 71)
LOT 73: MA INVESTMENTS (PER PLATTING) - INSTR. #2017-00266 (PLAT BOOK 36, PAGE 71)

PREPARED BY
ABONMARCHÉ CONSULTANTS, INC.
303 RIVER RACE DRIVE, UNIT 206
GOSHEN, IN 46526
PHONE: (574) 533-9913
FAX: (574) 533-9911

LAND SURVEYOR'S CERTIFICATE

I, CRAIG S. BATDORFF, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT THIS SURVEY WAS PERFORMED WHOLLY BY OR UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, WAS EXECUTED ACCORDING TO THE SURVEY REQUIREMENTS IN TITLE 865, ARTICLE 1.1, CHAPTER 12, SECTIONS 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE (IAC).

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.

NO. REVISION DESCRIPTION: BY: DATE:



303 River Race Drive, Unit 206
Goshen, IN 46526
T: 574.533.9913
F: 574.533.9911
c: abonmarche.com

Coolmen
Hobbes
South Bend
Valparaiso
Fort Wayne
Engineering - Architecture - Land Surveying

PROJECT:

A PT OF THE W 1/2 OF SEC. 26 &
A PT OF THE S 1/2 OF SEC. 27, ALL
IN T36N-R6E, ELKART TOWNSHIP,
ELKHART CO., IND.

SHEET TITLE:

RULE 12 RETRACEMENT SURVEY

DRAWN BY:

TRM

DESIGNED BY:

FM REVIEW:

BEM

QA/QC REVIEW:

MJR

DATE:

01-17-2023

SEAL:



SIGNATURE:

Craig S. Batdorff

DATE:

01-17-2023

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

SCALE:

HORZ:

VERT:

ACI JOB #

22-1784

SHEET NO.

2 of 2

EXHIBIT B
Conceptual Site Plan

PROPOSED BIKE TRAIL TO CONNECT TO MAPLE CITY GREENWAY

SITE TABULATIONS

ACREAGE:	170 ACRES
PHASE 1 HOUSING:	
SINGLE FAMILY DETACHED:	77
SINGLE FAMILY ATTACHED:	70
TOWN HOMES:	66
CONDOS:	696
TOTAL	909
PHASE 2 HOUSING:	
SINGLE FAMILY DETACHED:	116
SINGLE FAMILY ATTACHED:	96
TOWN HOMES:	102
CONDOS:	230
TOTAL	544
TOTAL HOUSING:	
SINGLE FAMILY DETACHED:	193
SINGLE FAMILY ATTACHED:	166
TOWN HOMES:	168
CONDOS:	926
TOTAL	1,453
RETAIL SPACE:	
PHASE 1:	94,000 SF
PHASE 2:	20,000 SF
TOTAL:	114,000 SF

KEY

- LANDFORMS:**
 B - BERM
 D - DRY RETENTION
 W - WET RETENTION
- AMENITIES:**
 PU - PUBLIC AMENITY
 10' BIKE PATH
 PR - PRIVATE AMENITY
- POTENTIAL PUBLIC AMENITIES:**
 - PARK + OPEN LAWN
- POTENTIAL PRIVATE AMENITIES:**
 - COMMUNITY GARDEN, FENCED DOG PARK, PLAYGROUND, PAVILION, FITNESS CENTER, PICKLEBALL, SPLASHPAD, POOL + CLUBHOUSE, BASEBALL COURT, PRIVATE CONDO TERRACE
- UTILITIES:**
 L - LIFT STATION
 P - PROP. DEVELOPMENT BUILDINGS



MASTER PLAN EXHIBIT B-0
 CHERRY CREEK DEVELOPMENT

06.08.2023
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EXHIBIT C
Phasing Plan



EXHIBIT D

Project Area Purchase Agreements

Purchase Agreement

Purchaser: Cherry Creek, LLC

Seller: Waterford Commons Business Park, LLC

Dated: January 3, 2023

Property Description: The 84.38 Acres as described in Attachment A, as is.

Purchase Price: \$38,900 (Thirty-Eight Thousand Nine Hundred dollars) per Acre.

Earnest Deposit: \$25,000 (Twenty-Five thousand dollars), was submitted to Seller on August 17, 2022.

Terms:

The Buyer will provide a legal description and Survey for the property purchased, at Buyers cost.

This purchase agreement supercedes the prior Purchase Agreement signed August 17, 2022 and the related Amendment #1 signed November 29 and December 1, 2022

Title Insurance: Buyer and Seller will mutually agree on the Title Company to provide all title work and to close on each Tract. Seller will pay for the Owners Policy. Buyer will pay for any Loan Policy.

Environmental: The Seller will provide the Environmental Report (Phase 1) prepared by Roberts Environmental dated May 21, 2012 and the related opinion letter dated January 30, 2013. The Seller is responsible for any work with regards to these reports. The Buyer will be responsible for any additional/subsequent Environmental reporting. Any updated reporting will be at Buyers cost.

Real Estate Taxes: Real Estate Taxes will be prorated to the date of the closing. Buyer will reimburse Seller for its share of the Pay2024 real estate taxes at closing. Seller will pay Pay2023 and Pay2024 when billed.

Farm Rents: All farm rents for 2022 belongs to WCBP. In future years, any farm rents for the land purchased (per attachment A) belongs to Buyer.

IRC Section 1031: Buyer and Seller hereby acknowledge that the other may elect to convey the property in connection with the completion of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to facilitate the same. Provided that: (a) the

Purchase Agreement
Seller: Waterford Commons Business Park, LLC
Buyer: Cherry Creek, LLC
Page 1

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 Initial

other party shall not be obligated to delay the closing, and (b) all additional costs in connection with the exchange should be borne by the party whose property is exchanged.

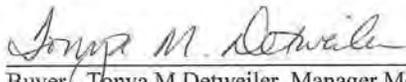
Offered:



Seller - Gregory A. Hoogenboom, Manager Member
Waterford Commons Business Park, LLC
1738 W. Lincoln Ave
Goshen, IN 46526
Phone: 574-534-4178

1-3-2023
Date

Accepted:



Buyer - Tonya M Detweiler, Manager Member
Cherry Creek, LLC
1630 Timberline Dr.
Goshen, IN 46526
Phone: 574-370-7774

1/3/2023
Date

 Initial
 Initial

EXHIBIT A – Legal Description of Entire Parcel

TRACT 1

LEGAL DESCRIPTION PER INST. NUMBER 2017-13272

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

COMMENCING AT A STONE MARKING THE EAST QUARTER-CORNER OF SAID SECTION 27; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 42 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE GOSHEN COMMUNITY SCHOOLS AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2004-35409 AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 735.01 FEET TO THE SOUTHEAST CORNER OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 42 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1464.43 FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF WATERFORD MILLS PARKWAY; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF THE RIGHT OF WAY OF SAID WATERFORD MILLS PARKWAY, A DISTANCE OF 1667.06 FEET TO A REBAR MARKING THE POINT OF CURVATURE OF A 2425.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY, BEING ON THE ARC OF SAID 2425.00 FOOT RADIUS CURVE, A DISTANCE OF 1807.76 FEET (CHORD BEARING NORTH 69 DEGREES 01 MINUTE 17 SECONDS WEST, CHORD DISTANCE 1766.19 FEET) TO THE MOST SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2001-42758 AND 2001-42759; THENCE ALONG THE FOLLOWING TWENTY COURSES, SAID COURSES BEING ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN, INDIANA PARCEL; THENCE NORTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 104.02 FEET; THENCE NORTH 60 DEGREES 18 MINUTES 28 SECONDS EAST, A DISTANCE OF 234.99 FEET; THENCE SOUTH 79 DEGREES 41 MINUTES 43 SECONDS EAST, A DISTANCE OF 125.01 FEET; THENCE NORTH 12 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 175.01 FEET; THENCE NORTH 24 DEGREES 44 MINUTES 47 SECONDS EAST, A DISTANCE OF 370.10 FEET; THENCE NORTH 52 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 250.01 FEET; THENCE SOUTH 60 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 05 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 65 DEGREES 05 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 15 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 77 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 260.00 FEET; THENCE SOUTH 36 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 29 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 285.00 FEET; THENCE NORTH 43 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 53 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 40.41 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 01 SECOND EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 65 DEGREES 30 MINUTES 01 SECOND EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A REBAR MARKING THE MOST EASTERLY CORNER OF SAID CITY OF GOSHEN, INDIANA PARCEL; THENCE SOUTH 26 DEGREES 59 MINUTES 59 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID GOSHEN COMMUNITY SCHOOLS PARCEL (INSTRUMENT NUMBER 2204-35409), A DISTANCE OF 150.00 FEET TO A REBAR MARKING THE SOUTHWEST CORNER OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL; THENCE NORTH 88 DEGREES 57 MINUTES 41 SECONDS EAST ALONG THE SOUTH LINE OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, A DISTANCE OF 830.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 84.38 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

Purchase Agreement

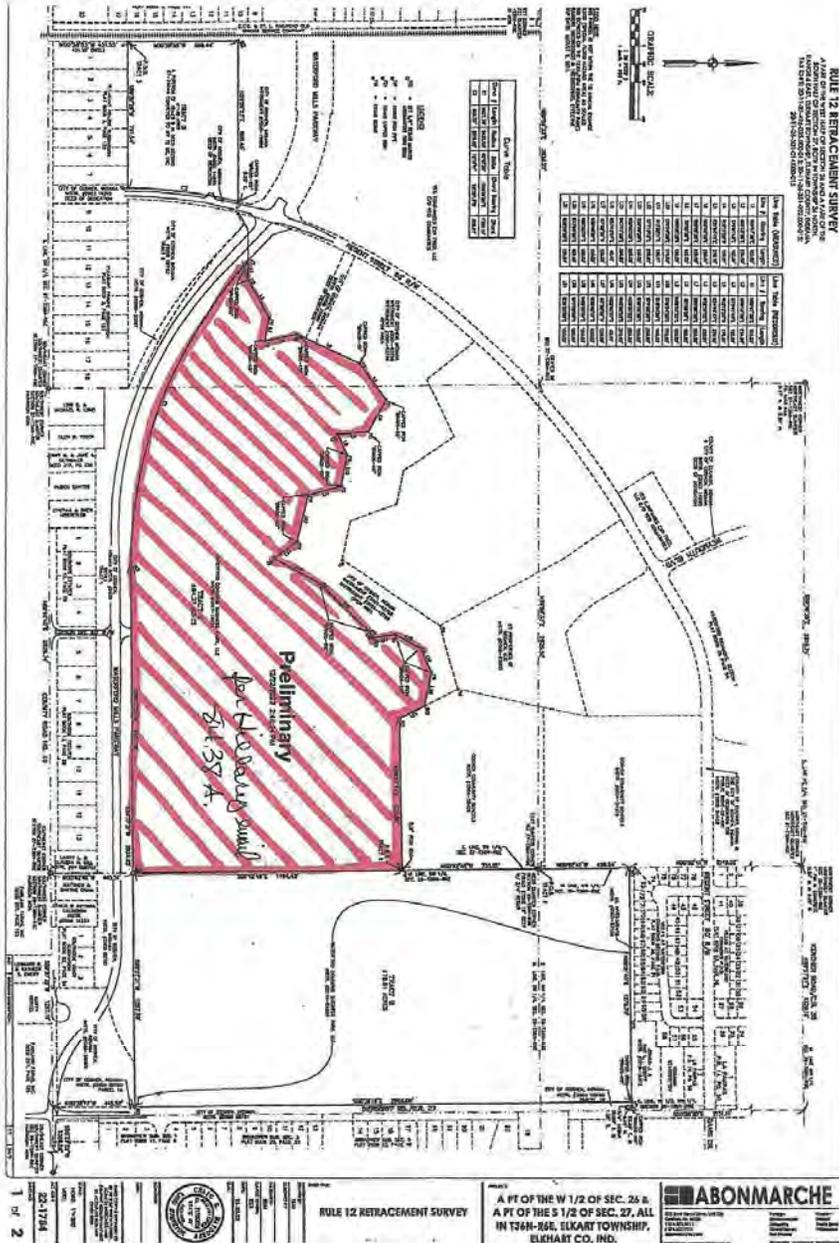
Seller: Waterford Commons Business Park, LLC

Buyer: Cherry Creek, LLC

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EXHIBIT B - Drawing of Legal Description



Purchase Agreement
 Seller: Waterford Commons Business Park, LLC
 Buyer: Cherry Creek, LLC
 Page 4

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Purchase Agreement

Purchaser: Cherry Creek, LLC

Seller: Waterford Commons Business Park, LLC

Dated: January 3, 2023

Property Description: The acreage to be purchased is described in Attachment B, as is.

Purchase Price: \$38,900 (Thirty-Eight Thousand Nine Hundred dollars) per Acre.

The price per Acre will become Thirty-Nine Thousand Six Hundred Seventy-Eight dollars (\$39,678) per Acre on January 3, 2026.

The price per Acre will become Forty Thousand Sixty-0Seven dollars (\$40,067) on January 3, 2027

Earnest Deposit: \$10,000 (Ten thousand dollars), was submitted to Seller on August 17, 2022.

Terms: The Buyer agrees to close on or before January 3, 2028.

The Buyer will provide a legal description and Survey for the property purchased, at Buyers cost.

This purchase agreement supercedes the prior Purchase Agreement signed August 17, 2022.

Title Insurance: Near North Title Group will provide all title work and close on this purchase. Seller will pay for the Owners Policy. Buyer will pay for any Loan Policy.

Environmental: The Seller has provided the Environmental Report (Phase 1) prepared by Roberts Environmental dated May 21, 2012 and the related opinion letter dated January 30, 2013. The Seller is responsible for any work with regards to these reports. The Buyer will be responsible for any additional/subsequent Environmental reporting. Any updated reporting will be at Buyers cost.

Real Estate Taxes: Real Estate Taxes will be prorated to the date of the closing.

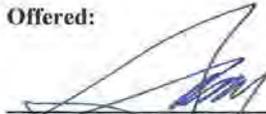
Farm Rents: All farm rents will be prorated to date of closing.

Purchase Agreement
Seller: Waterford Commons Business Park, LLC
Buyer: Cherry Creek, LLC
Page 1

 Initial
 Initial

IRC Section 1031: Buyer and Seller hereby acknowledge that the other may elect to convey the property in connection with the completion of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to facilitate the same. Provided that: (a) the other party shall not be obligated to delay the closing, and (b) all additional costs in connection with the exchange should be borne by the party whose property is exchanged.

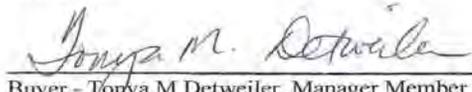
Offered:



Seller - Gregory A. Hoogenboom, Manager Member
Waterford Commons Business Park, LLC
1738 W. Lincoln Ave
Goshen, IN 46526
Phone: 574-534-4178

1-3-2023
Date

Accepted:



Buyer - Tonya M Detweiler, Manager Member
Cherry Creek, LLC
1630 Timberline Dr.
Goshen, IN 46526
Phone: 574-370-7774

1/3/2023
Date

 Initial
 Initial

EXHIBIT A – Legal Description of Entire Parcel

To be provided at a later date.

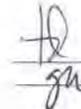
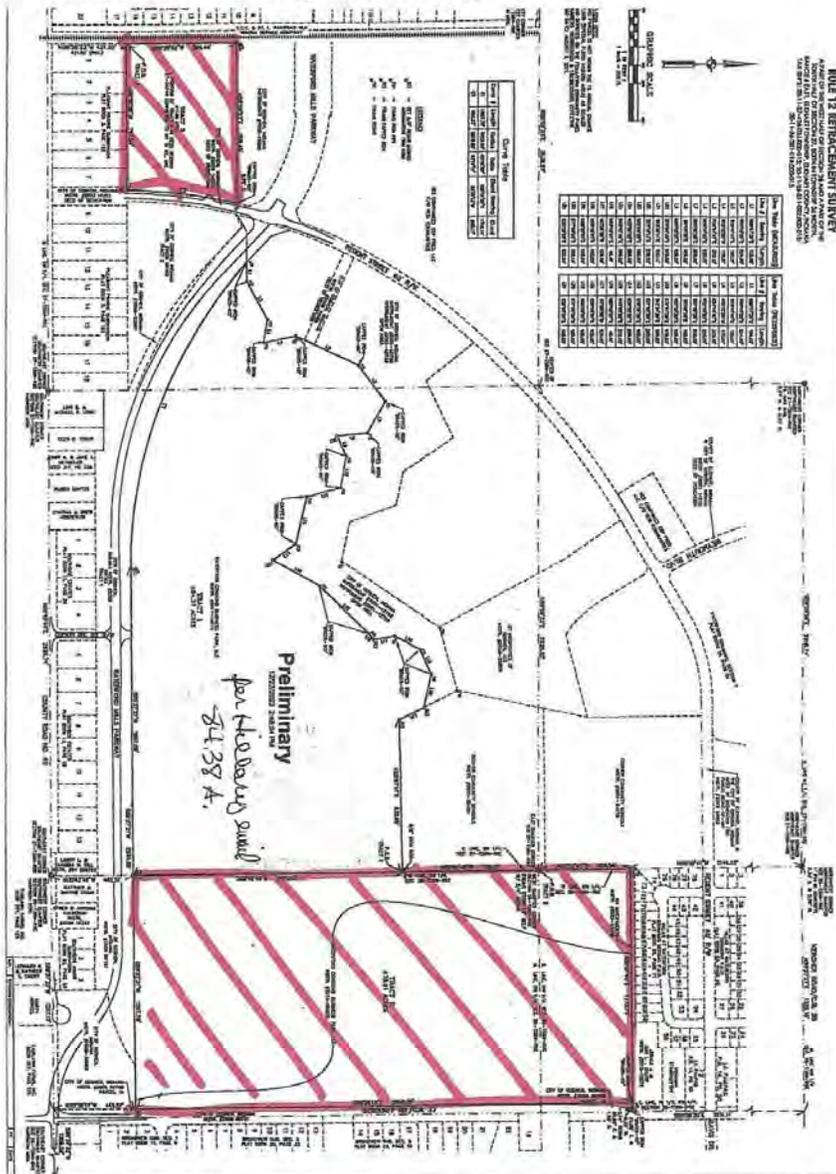
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EXHIBIT B – Drawing of Legal Description



RULE 12 RETRACEMENT SURVEY

APPROVED BY THE BOARD OF SURVEYING ENGINEERS AND LAND SURVEYORS OF THE STATE OF INDIANA

DATE: 08/14/2014

BY: [Signature]

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

2. ALL BEARINGS ARE TRUE BEARINGS.

3. THIS SURVEY IS SUBJECT TO ANY RECORD EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.

4. THIS SURVEY IS SUBJECT TO ANY RECORD EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.

5. THIS SURVEY IS SUBJECT TO ANY RECORD EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.

6. THIS SURVEY IS SUBJECT TO ANY RECORD EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.

7. THIS SURVEY IS SUBJECT TO ANY RECORD EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.

8. THIS SURVEY IS SUBJECT TO ANY RECORD EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.

9. THIS SURVEY IS SUBJECT TO ANY RECORD EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.

10. THIS SURVEY IS SUBJECT TO ANY RECORD EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS OF RECORD.

CHERRY CREEK

1	100.00	0.00
2	100.00	0.00
3	100.00	0.00
4	100.00	0.00
5	100.00	0.00
6	100.00	0.00
7	100.00	0.00
8	100.00	0.00
9	100.00	0.00
10	100.00	0.00

ABONMARCHÉ

RULE 12 RETRACEMENT SURVEY

A PT OF THE W 1/2 OF SEC. 26 &
A PT OF THE S 1/2 OF SEC. 27, ALL
IN T34N-R5E, ELSBART TOWNSHIP,
ELKHART CO, IN.

1 of 2

Purchase Agreement
 Seller: Waterford Commons Business Park, LLC
 Buyer: Cherry Creek, LLC
 Page 4

[Signature] Initial
[Signature] Initial

EXHIBIT E
Decorative Street Lights

EXHIBIT _

CHERRY CREEK DEVELOPMENT – STREET LIGHTING

Street lighting shall be provided along all streets to be dedicated to the City of Goshen and provide lighting coverage for both vehicular and pedestrian traffic.

- Street lights shall be NIPSCO Colonial Style #445370 or approved equal.
- Post shall be surface mounted to a poured in place concrete foundation.
- Finish of fixture and post to be either black corrosion resistant paint or powder coat.
- Conduits shall be installed between lights for electrical service.
- Luminaire to be LED.
- Photometric layout to be prepared for City of Goshen Engineering review.
- Street lights to alternate each side of street for proper lighting coverage.
- Cherry Creek to install conduits and concrete foundations. NIPSCO to install post and light fixture, and electrical connections to meter. Meter location to be determined by Cherry Creek and NIPSCO.
- See attached lighting information provided by NIPSCO for additional information.
- City of Goshen to maintain street lights.



LIGHTING - STREET
Luminaire, Ornamental
Post Top, LED

11-01-20
M 40-490
PAGE 1 OF 3

USE : Illuminate streets or roads within rate areas. To be used with ornamental poles (M 40-615).

PREVIOUS REVISION	ORIGINATED 11-20	PREVIOUS NUMBER
-------------------	---------------------	-----------------

LATEST REVISION : New Standard.

REFERENCE: (All references are latest revision; unless noted)

- ANSI C136.10: Locking-type Photocontrol Devices and Mating Receptacles
- ANSI C136.15: Luminaire Field Identification
- ANSI C136.16: Enclosed, Post Top-Mounted Luminaires
- ANSI C136.2: Dielectric Withstand and Electrical Transient - Immunity Requirements
- ANSI C136.22: Internal Labeling of Luminaires
- ANSI C136.25: Ingress Protection for Luminaire Enclosures
- ANSI C136.3: Luminaire Attachments
- ANSI C136.31: Luminaire Vibration
- ANSI C136.37: Solid State Light Sources Used in Roadway and Area Lighting
- ANSI C136.41: For Roadway and Area Lighting Equipment - Dimming Control Between an External Locking Type Photocontrol and Ballast or Driver
- IES TM-21-19: Technical Memorandum: Projecting Long-Term Lumen Maintenance of LED Light Sources
- UL/cUL 1598: Standard for Luminaires

SPECIFICATIONS:

1. GENERAL:

- 1.1. Luminaire shall meet all requirements of the above-referenced specification(s), where applicable, unless otherwise noted below.
- 1.2. Luminaires shall be listed by DesignLights Consortium.
- 1.3. Luminaire shall have a maximum weight of 150 lbs. and have an Effective Projected Area no greater than 4.6ft².
- 1.4. Mounting: Luminaire shall fit 3" OD pole tenons per ANSI C136.3.
- 1.5. Housing Material: Cast Aluminum.
- 1.6. Finish: Corrosion resistant paint or powder coat.
- 1.7. Color: Black
- 1.8. Refractor lens shall be UV resistant acrylic.
- 1.9. Luminaire shall be tested to withstand 3G vibration.
- 1.10. Input Wattage will vary between manufacturers and will change as luminaire technology improves. Luminaire sizing is based on rated initial lumen output.
- 1.11. Operating temperature: -30°C to +40°C.
- 1.12. Installation and maintenance instructions shall be packaged with each luminaire.

2. LIGHT EMITTING DIODE (LED):

- 2.1. LED's shall have a correlated color temperature (CCT) of 3000K.
- 2.2. Minimum color rendering index (CRI) of 70.



LIGHTING - STREET
Luminaire, Ornamental
Post Top, LED

11-01-20
M 40-490
PAGE 2 OF 3

3. ELECTRONICS:

- 3.1. System power factor shall be a minimum of 90%.
- 3.2. Total Harmonic Distortion (THD) shall be less than 20%.
- 3.3. Shall have surge protection per ANSI C136.2-201.
- 3.4. Input Voltage: 120 V - 277 V.
- 3.5. Driver shall have dimming capability.
- 3.6. A three position terminal block shall be provided for power wiring. The contacts shall accommodate #14 - #6 AWG stranded or solid, copper or aluminum conductors.
- 3.7. Frequency: 60 Hz

4. MARKING AND LABELING:

- 4.1. Luminaire shall have internal labeling per ANSI C136.22.
- 4.2. The outside of the shipping carton and the inside of the housing shall clearly indicate: manufacturer's name, catalog number, wattage, voltage, and correlated color temperature (CCT). Catalog number shall be identical with that shown in this Standard's supplement.

5. WARRANTY AND GUARANTEE:

- 5.1. A ten (10) year material replacement warranty for defects in electrical or mechanical workmanship or operation. This is to include any lumen depreciation, CCT, or CRI changes that do not adhere to the manufacture-provided depreciation curves. Warranty shall be submitted with a statement that clearly details and defines items that are covered and items that are not covered by manufacturer warranty.

6. SUBMITTAL:

- 6.1. Full product specifications, lamp lumen depreciation curves, absolute (not relative) IES files (.ies extension), and LM-79 and LM-80 photometric reports shall be submitted to the Electric Standards Engineering Department upon request. These should include TM-21 calculations based on LM-79 photometric test data for no less than three samples of the complete luminaire. Duration of operation and interval between tests shall conform to TM-21 criteria. Testing records shall be for fixtures being submitted for approval.
- 6.2. An LED driver reliability testing summary shall also be submitted.
- 6.3. If requested, a luminaire sample shall be provided for approval identical to the product configuration submitted.

7. CONFIGURATION:



Acorn Style



Colonial Style

8. CHARACTERISTICS:

Style	Lumen Output (+/- 10%)	Maximum B.U.G. Rating	Light Pattern	Tarrif Wattage (See Note 1.10)	Stores Item Number
Acorn	5500	1-5-3	Asymmetric	<= 50	445368
Colonial	5500	1-0-2	IES Type 4 Wide	<= 50	445370

9. APPROVED MANUFACTURERS:

Manufacturers and catalog numbers shall be approved by Electric Standards and are maintained in the current Procurement System.



LIGHTING - STREET
Luminaire, Ornamental
Post Top, LED

11-01-20
M 40-490
PAGE 1 OF 1

Approved Manufacturer and Catalog Number Supplement

This Supplement is provided in electronic format only (.pdf), and supersedes previous published catalog numbers.

Latest Revision New Standard

445368 *FIXTURE, LIGHTING, LED, ACORN STYLE,
5500 LUMEN, 50 WATT, 3K COLOR TEMP,
ASYMMETRICAL PATTERN, PE RECEPTACLE,
FITS 3" x 3" POST TOP TENON, BLACK*

COOPER LTG #ULAA6DUASYMVM970304N710KBB

KING LUM #K118R-P4AR-IV-50(SSL)-1030-120:277-K24-
PR7-3K-BK

445370 *FIXTURE, LIGHTING, LED, COLONIAL STYLE,
5500 LUMEN, 50 WATT, 3K COLOR TEMP, IES
TYPE 4 WIDE PATTERN, PE RECEPTACLE, FITS
3" x 3" POST TOP TENON, BLACK*

COOPER LTG #LXFAF2450DUT4W10K70304N7ABK

EXHIBIT F
Street Light Locations

EXHIBIT G

Baker Tilly TIF Analysis

(Draft – To be replaced by the finalized version.)

DRAFT

April 20, 2023

City of Goshen
c/o Honorable Jeremy Stutsman, Mayor
202 S 5th Street
Goshen, Indiana 46528

Re: Proposed Residential TIF Project

Dear Mayor Stutsman:

The attached schedules (listed below) present unaudited and limited information for the purpose of discussion of the proposed Residential TIF Project by the appropriate officers, officials and advisors of the City of Goshen. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page

2	Estimated Net Assessed Value – Phase 1
3	Estimated Net Assessed Value – Phase 2
4	Summary of Illustrative Bond Scenarios – Assumes a 20-Year Initial Financing Term
5	Summary of Illustrative Bond Scenarios – Assumes a 25-Year Initial Financing Term
6	Comparison of Estimated Pledged Tax Increment and Illustrative Annual Debt Service – 20-Year – Scenario 6
7	Comparison of Estimated Pledged Tax Increment and Illustrative Annual Debt Service – 25-Year – Scenario 4

In the preparation of these schedules, certain assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. We have not examined the underlying assumptions nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon nor do we have a responsibility to prepare subsequent reports.

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

DRAFT

Jason Semler, Partner



Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550
bakertilly.com

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Residential TIF Project

ESTIMATED NET ASSESSED VALUE

Phase 1

	Year Payable					
	2026	2027	2028	2029	2030	2031
Total Anticipated Number of Units	91	190	310	449	678	871
<i>Residential Units at 1% Circuit Breaker Cap (After Deductions)</i>						
Estimated Net Assessed Value Per Unit (1)	\$128,050	\$128,050	\$128,050	\$128,050	\$128,050	\$128,050
Anticipated Number of Units (2)	85	178	292	425	643	827 (5)
Subtotal Estimated Net Assessed Value	10,884,250	22,792,900	37,390,600	54,421,250	82,336,150	105,897,350
<i>Units at 2% Circuit Breaker Cap (No Deductions)</i>						
Estimated Net Assessed Value Per Unit (3)	\$245,000	\$245,000	\$245,000	\$245,000	\$245,000	\$245,000
Anticipated Number of Units (4)	6	12	18	24	35	44 (5)
Subtotal Estimated Net Assessed Value	1,470,000	2,940,000	4,410,000	5,880,000	8,575,000	10,780,000
<i>Commercial Units at 3% Circuit Breaker Cap (No Deductions)</i>						
Estimated Total Square Feet (6)	100,000	100,000	100,000	100,000	100,000	100,000
Times: Percentage of Condos Built in Year Payable	10%	20%	30%	40%	60%	75%
Estimated Annual Square Feet	10,000	20,000	30,000	40,000	60,000	75,000
Times: Estimated Assessed Value per Square Feet (7)	\$90	\$90	\$90	\$90	\$90	\$90
Subtotal Estimated Net Assessed Value	900,000	1,800,000	2,700,000	3,600,000	5,400,000	6,750,000
Total Estimated Net Assessed Value	13,254,250	27,532,900	\$44,500,600	\$63,901,250	\$96,311,150	\$123,427,350
Estimated Net Tax Increment (8)	\$283,620	\$588,420	\$948,810	\$1,359,500	\$2,048,530	\$2,623,540

- (1) Calculated based on 70% of an assumed sales price of \$350,000 less the standard deduction at the lesser of \$48,000 or 60% of home value and the 35% supplemental homestead deduction.
- (2) Assumes single family homes, townhouses, duplexes, and 80% of the condo/apartment units are residential homesteads at the 1% Circuit Breaker Tax Credit Cap for homestead residential properties.
- (3) Calculated based on 70% of an assumed sales price of \$350,000.
- (4) Assumes 10% of the condo/apartment units are units at the 2% Circuit Breaker Tax Credit Cap for rental residential properties.
- (5) 871 of the units will be complete in Phase 1. Assumes approximately 77% of the 270 units in FY 2029 will be completed under Phase 1.
- (6) Per developer representatives.
- (7) Estimated assessed values are based upon comparable properties located within Elkhart County. The actual assessed values will be determined by the Elkhart County Assessor upon completion, and the actual assessed values may be materially different from the values assumed in this analysis.
- (8) Calculated based on the total estimated net assessed value times the pay 2023 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5360, less the Goshen Community School Corporation combined referendum tax rate of \$0.5393. Includes adjustments for estimated circuit breaker credits.

(Subject to the attached letter dated April 20, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Residential TIF Project

ESTIMATED NET ASSESSED VALUE

Phase 2

	Year Payable			
	2031	2032	2033	2034
Total Anticipated Number of Units	74	288	479	574
<i><u>Residential Units at 1% Circuit Breaker Cap (After Deductions)</u></i>				
Estimated Net Assessed Value Per Unit (1)	\$128,050	\$128,050	\$128,050	\$128,050
Anticipated Number of Units (2)	71	278	462	557
Subtotal Estimated Net Assessed Value	9,091,550	35,597,900	59,159,100	71,323,850
<i><u>Units at 2% Circuit Breaker Cap (No Deductions)</u></i>				
Estimated Net Assessed Value Per Unit (3)	\$245,000	\$245,000	\$245,000	\$245,000
Anticipated Number of Units (4)	3	10	17	17
Subtotal Estimated Net Assessed Value	735,000	2,450,000	4,165,000	4,165,000
<i><u>Commercial Units at 3% Circuit Breaker Cap (No Deductions)</u></i>				
Estimated Total Square Feet (5)	100,000	100,000	100,000	100,000
Times: Percentage of Condos Built in Year Payable	5%	15%	25%	25%
Estimated Annual Square Feet per Acre	5,000	15,000	25,000	25,000
Times: Estimated Assessed Value per Square Feet (6)	\$90	\$90	\$90	\$90
Subtotal Estimated Net Assessed Value	450,000	1,350,000	2,250,000	2,250,000
Total Estimated Net Assessed Value	\$10,276,550	\$39,397,900	\$65,574,100	\$77,738,850
Estimated Net Tax Increment (7)	\$217,260	\$829,120	\$1,380,090	\$1,631,570

- (1) Calculated based on 70% of an assumed sales price of \$350,000 less the standard deduction at the lesser of \$48,000 or 60% of home value and the 35% supplemental homestead deduction.
- (2) Assumes single family homes, townhouses, duplexes, and 80% of the condo/apartment units are residential homesteads at the 1% Circuit Breaker Tax Credit Cap for homestead residential properties.
- (3) Calculated based on 70% of an assumed sales price of \$350,000.
- (4) Assumes 10% of the condo/apartment units are units at the 2% Circuit Breaker Tax Credit Cap for rental residential properties.
- (5) Per developer representatives.
- (6) Estimated assessed values are based upon comparable properties located within Elkhart County. The actual assessed values will be determined by the Elkhart County Assessor upon completion, and the actual assessed values may be materially different from the values assumed in this analysis.
- (7) Calculated based on the total estimated net assessed value times the pay 2023 tax rate for the Goshen City-Elkhart Township taxing district of \$3,5360, less the Goshen Community School Corporation combined referendum tax rate of \$0.5393. Includes adjustments for estimated circuit breaker credits.

(Subject to the attached letter dated April 20, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Residential TIF Project

SUMMARY OF ILLUSTRATIVE BOND SCENARIOS*Assumes a 20-Year Initial Financing Term*

Scenario	TIF Pledge Percentage	Illustrative Interest Rate	Total Net Estimated Pledged Tax Increment	Illustrative Bond Net Proceeds	Illustrative Total Debt Service
1: Phase 1	100%	0%	\$36,626,360	\$36,465,000	\$36,617,000
1: Phase 2	100%	0%	17,110,600	16,955,000	17,105,000
Subtotal	100%	0%	\$53,736,960	\$53,420,000	\$53,722,000
2: Phase 1	100%	3%	\$36,626,360	\$27,910,000	\$39,577,992
2: Phase 2	100%	3%	17,110,600	14,005,000	18,390,384
Subtotal	100%	3%	\$53,736,960	\$41,915,000	\$57,968,376
3: Phase 1	100%	5%	\$36,626,360	\$24,230,000	\$41,570,023
3: Phase 2	100%	5%	17,110,600	12,510,000	19,127,801
Subtotal	100%	5%	\$53,736,960	\$36,740,000	\$60,697,824
4: Phase 1	90%	0%	\$32,955,220	\$32,800,000	\$32,950,000
4: Phase 2	90%	0%	15,399,560	15,245,000	15,395,000
Subtotal	90%	0%	\$48,354,780	\$48,045,000	\$48,345,000
5: Phase 1	90%	3%	\$32,955,220	\$25,095,000	\$35,608,489
5: Phase 2	90%	3%	15,399,560	12,590,000	16,548,845
Subtotal	90%	3%	\$48,354,780	\$37,685,000	\$52,157,334
6: Phase 1	90%	5%	\$32,955,220	\$21,785,000	\$37,400,223
6: Phase 2	90%	5%	15,399,560	11,245,000	17,213,835
Subtotal	90%	5%	\$48,354,780	\$33,030,000	\$54,614,058
7: Phase 1	75%	0%	\$27,448,520	\$27,285,000	\$27,438,000
7: Phase 2	75%	0%	12,832,950	12,675,000	12,825,000
Subtotal	75%	0%	\$40,281,470	\$39,960,000	\$40,263,000
8: Phase 1	75%	3%	\$27,448,520	\$20,875,000	\$29,655,820
8: Phase 2	75%	3%	12,832,950	10,465,000	13,788,659
Subtotal	75%	3%	\$40,281,470	\$31,340,000	\$43,444,479
9: Phase 1	75%	5%	\$27,448,520	\$18,125,000	\$31,155,599
9: Phase 2	75%	5%	12,832,950	9,345,000	14,344,273
Subtotal	75%	5%	\$40,281,470	\$27,470,000	\$45,499,873

(Subject to the attached letter dated April 20, 2023)

(Preliminary - Subject to Change)

(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Residential TIF Project

SUMMARY OF ILLUSTRATIVE BOND SCENARIOS*Assumes a 25-Year Initial Financing Term*

Scenario	TIF Pledge Percentage	Illustrative Interest Rate	Total Net Estimated Pledged Tax Increment	Illustrative Bond Net Proceeds	Illustrative Total Debt Service
1: Phase 1	100%	0%	\$49,719,060	\$49,555,000	\$49,707,000
1: Phase 2	100%	0%	25,268,450	25,110,000	25,260,000
Subtotal	100%	0%	\$74,987,510	\$74,665,000	\$74,967,000
2: Phase 1	100%	3%	\$49,719,060	\$35,765,000	\$53,873,735
2: Phase 2	100%	3%	25,268,450	19,425,000	27,117,938
Subtotal	100%	3%	\$74,987,510	\$55,190,000	\$80,991,673
3: Phase 1	100%	5%	\$49,719,060	\$30,125,000	\$56,452,760
3: Phase 2	100%	5%	25,268,450	16,670,000	28,028,514
Subtotal	100%	5%	\$74,987,510	\$46,795,000	\$84,481,274
4: Phase 1	90%	0%	\$44,736,150	\$44,580,000	\$44,730,000
4: Phase 2	90%	0%	22,741,630	22,585,000	22,735,000
Subtotal	90%	0%	\$67,477,780	\$67,165,000	\$67,465,000
5: Phase 1	90%	3%	\$44,736,150	\$32,165,000	\$48,470,326
5: Phase 2	90%	3%	22,741,630	17,470,000	24,408,057
Subtotal	90%	3%	\$67,477,780	\$49,635,000	\$72,878,383
6: Phase 1	90%	5%	\$44,736,150	\$27,090,000	\$50,791,467
6: Phase 2	90%	5%	22,741,630	14,985,000	25,225,718
Subtotal	90%	5%	\$67,477,780	\$42,075,000	\$76,017,184
7: Phase 1	75%	0%	\$37,261,800	\$37,095,000	\$37,248,000
7: Phase 2	75%	0%	18,951,320	18,790,000	18,940,000
Subtotal	75%	0%	\$56,213,120	\$55,885,000	\$56,188,000
8: Phase 1	75%	3%	\$37,261,800	\$26,760,000	\$40,367,933
8: Phase 2	75%	3%	18,951,320	14,530,000	20,336,743
Subtotal	75%	3%	\$56,213,120	\$41,290,000	\$60,704,676
9: Phase 1	75%	5%	\$37,261,800	\$22,540,000	\$42,309,851
9: Phase 2	75%	5%	18,951,320	12,465,000	21,021,335
Subtotal	75%	5%	\$56,213,120	\$35,005,000	\$63,331,186

(Subject to the attached letter dated April 20, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

Residential TIF Project

**COMPARISON OF ESTIMATED PLEDGED TAX INCREMENT
AND ILLUSTRATIVE ANNUAL DEBT SERVICE**
Assumes 20-Year Bond Term

Taxes Payable Year	Estimated Net Tax Increment Commercial & Residential			Total Net Estimated Pledged Tax Increment (90%) (1)	Allowance for TIF Administration Fees (5,000)	Net Estimated Pledged Tax Increment (3,824,600)	Illustrative Debt Service			Net Estimated Pledged Tax Increment Remaining/(Shortfall) (4)
	Phase I	Phase II	Total				Phase I	Phase II	Total	
	(1)	(1)	(1)				(2)(4)	(3)(4)	(4)	
2023							(\$600,248)		(\$600,248)	(\$600,248)
2024							(1,096,900)		(1,096,900)	(1,096,900)
2025							(1,096,900)		(1,096,900)	(1,096,900)
2026	\$283,620		\$283,620	\$255,260	(\$5,000)	\$250,260	(1,096,900)		(1,096,900)	(846,640)
2027	588,420		588,420	529,580	(5,000)	524,580	(1,096,900)		(1,096,900)	(572,320)
2028	948,810		948,810	853,930	(5,000)	848,930	(1,096,900)	(\$311,835)	(1,408,735)	(559,805)
2029	1,359,500		1,359,500	1,223,550	(5,000)	1,218,550	(1,217,400)	(569,850)	(1,787,250)	(568,700)
2030	2,048,530		2,048,530	1,843,680	(5,000)	1,838,680	(1,837,475)	(569,850)	(2,407,325)	(568,645)
2031	2,623,540	\$217,260	2,840,800	2,556,720	(5,000)	2,551,720	(2,354,725)	(569,850)	(2,924,575)	(372,855)
2032	2,623,540	829,120	3,452,660	3,107,390	(5,000)	3,102,390	(2,355,000)	(745,650)	(3,100,650)	1,740
2033	2,623,540	1,380,090	4,003,630	3,603,270	(5,000)	3,598,270	(2,355,875)	(1,241,450)	(3,597,325)	945
2034	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,355,175)	(1,466,750)	(3,821,925)	2,675
2035	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,354,775)	(1,467,550)	(3,822,325)	2,275
2036	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,354,475)	(1,466,875)	(3,821,350)	3,250
2037	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,355,050)	(1,467,650)	(3,822,700)	1,900
2038	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,355,300)	(1,467,725)	(3,823,025)	1,575
2039	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,355,000)	(1,466,950)	(3,821,950)	2,650
2040	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,354,925)	(1,467,225)	(3,822,150)	2,450
2041	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,354,825)	(1,467,375)	(3,822,200)	2,400
2042	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,355,475)	(1,467,250)	(3,822,725)	1,875
Totals	\$36,711,360	\$17,110,600	\$53,821,960	\$48,439,780	(\$85,000)	\$48,354,780	(\$37,400,223)	(\$17,213,835)	(\$54,614,058)	

- (1) See pages 2-3. Assumes 90% of the Tax Increment is pledged for debt service on the Bonds.
- (2) See page 9. Represents anticipated annual debt service payments based on the estimated Pledged Tax Increment from Phase I.
- (3) See page 10. Represents anticipated annual debt service payments based on the estimated Pledged Tax Increment from Phase II.
- (4) Assumes any principal and interest that is not paid is forgone. Assumes any excess Tax Increment can be applied to pay down the Bonds. The final treatment of unpaid principal and interest will be determined in the Economic Development Agreement and the financing documents.

(Subject to the attached letter dated April 20, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

Residential TIF Project

COMPARISON OF ESTIMATED PLEDGED TAX INCREMENT
AND ILLUSTRATIVE ANNUAL DEBT SERVICE
Assumes 25-Year Bond Term

Taxes Payable Year	Estimated Net Tax Increment Commercial & Residential			Total Net Estimated Pledged Tax Increment (90%) (1)	Allowance for TIF Administration Fees	Net Estimated Pledged Tax Increment	Illustrative Debt Service			Net Estimated Pledged Tax Increment Remaining/(Shortfall) (4)
	Phase I (1)	Phase II (1)	Total				Phase I (2)(4)	Phase II (3)(4)	Total (4)	
2023							\$0		\$0	\$0
2024							0		0	0
2025							0		0	0
2026	\$283,620		\$283,620	\$255,260	(\$5,000)	\$250,260	(250,000)		(250,000)	260
2027	588,420		588,420	529,580	(5,000)	524,580	(524,000)		(524,000)	580
2028	948,810		948,810	853,930	(5,000)	848,930	(848,000)	\$0	(848,000)	930
2029	1,359,500		1,359,500	1,223,550	(5,000)	1,218,550	(1,218,000)	0	(1,218,000)	550
2030	2,048,530		2,048,530	1,843,680	(5,000)	1,838,680	(1,838,000)	0	(1,838,000)	680
2031	2,623,540	\$217,260	2,840,800	2,556,720	(5,000)	2,551,720	(2,356,000)	(195,000)	(2,551,000)	720
2032	2,623,540	829,120	3,452,660	3,107,390	(5,000)	3,102,390	(2,356,000)	(746,000)	(3,102,000)	390
2033	2,623,540	1,380,090	4,003,630	3,603,270	(5,000)	3,598,270	(2,356,000)	(1,242,000)	(3,598,000)	270
2034	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2035	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2036	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2037	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2038	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2039	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2040	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2041	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2042	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2043	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2044	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2045	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2046	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
2047	2,623,540	1,631,570	4,255,110	3,829,600	(5,000)	3,824,600	(2,356,000)	(1,468,000)	(3,824,000)	600
Totals	\$49,829,060	\$25,268,450	\$75,097,510	\$67,587,780	(\$110,000)	\$67,477,780	(\$44,730,000)	(\$22,735,000)	(\$67,465,000)	

- (1) See pages 2-3. Assumes 90% of the Tax Increment is pledged for debt service on the Bonds.
- (2) See page 5. Represents anticipated annual debt service payments based on the estimated Pledged Tax Increment from Phase I.
- (3) See page 6. Represents anticipated annual debt service payments based on the estimated Pledged Tax Increment from Phase II.
- (4) Assumes any principal and interest that is not paid is forgone. Assumes any excess Tax Increment can be applied to pay down the Bonds. The final treatment of unpaid principal and interest will be determined in the Economic Development Agreement and the financing documents.

(Subject to the attached letter dated April 20, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

EXHIBIT H
Traffic Study (Summary)

March 2023
FINAL



Cherry Creek Development

Traffic Impact Study

Goshen, Indiana

Prepared For

Cherry Creek, LLC
Goshen, IN

Prepared By

LaCroix Traffic Engineering
Grand Rapids, MI

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CERTIFICATION

I certify this Traffic Impact Study has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Indiana.



Nick LaCroix
Digitally signed by Nick LaCroix
Date: 2023.03.13 11:32:05-04'00'

Nicholas D. LaCroix, PE, PTOE
Indiana Registration No. 10606516
LaCroix Traffic Engineering PLLC

This item has been electronically signed and sealed by Nicholas D. LaCroix using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

EXECUTIVE SUMMARY

Introduction

Cherry Creek, LLC is proposing a mixed-use development project located on the north side of Waterford Mills Parkway between Regent Street and Dierdorff Road. An additional 11.2 acres of land on the southwest corner of the Waterford Mills Parkway/Regent Street intersection is also included in the project. The project includes a total of 1,653 residential units and 103,500 square feet of retail space. A mix of residential unit types is being proposed including 872 condo units, 343 townhomes, 183 duplexes, and 255 single family homes. While the exact users of the retail space are unknown at this time, it is anticipated the space will generally be occupied by small specialty retail shops and a couple of restaurants. The project is anticipated to be constructed in phases, with full build out completed within the next ten years.

The proposed site plan for the 11.2 acres on the southwest corner of the Waterford Mills Parkway/Regent Street intersection shows a total of 230 condo units. However, the “future development” area shown is anticipated to include an additional 42 condo units or a boutique hotel. For the purposes of this study, a total of 272 condo units was utilized.

Access to the site will be via five site driveways, three to Regent Street, one to Waterford Mills Parkway, and one to Dierdorff Road. The proposed driveway to Waterford Mills Parkway and Regent Street opposing Winchester Drive will be completed with the initial phase of the development. The driveway to Dierdorff Road is anticipated to be constructed in the next two to three years as construction continues on the site. The two site driveways to Regent Street south of Waterford Mills Parkway will be completed once construction begins on this portion of the site.

As part of the project approval process, the City of Goshen has requested a traffic impact study be prepared to quantify the impacts the project may have on the surrounding roadway network.

Study Area

The study area includes three existing unsignalized intersections and five proposed driveways as listed below.

- Dierdorff Road at Regent Street (Davis Drive)
- Dierdorff Road at Waterford Mills Parkway
- Waterford Mills Parkway at Regent Street
- Dierdorff Road at Proposed Driveway (Fairways Drive)
- Waterford Mills Parkway at Proposed Driveway (Edison Drive)
- Regent Street at Proposed Driveway (Winchester Drive)
- Regent Street at Proposed North Driveway
- Regent Street at Proposed South Driveway

Data Collection

Turning movement counts at the study area intersections were collected in August 2022 on a typical weekday as part of the County Road 40 & Dierdorff Road Corridor Study. These data were collected from 3:00 a.m. to 8:00 p.m.

The data show an early morning peak from approximately 3:45 – 4:45 a.m. which heavily favors traffic traveling into the adjacent industrial land uses. The typical morning peak hour (between 7:00 – 9:00 a.m.) generally occurred between 7:30 – 8:30 a.m. The afternoon peak hour traffic volumes generally occurred between 2:30 – 3:30 p.m. and were more balanced compared to the early morning peak hour.

Analysis

As the proposed site is not anticipated to generate many trips during the early morning peak hour between 3:45 – 4:45 a.m., the typical morning peak hour between 7:00 – 9:00 a.m. and the afternoon peak hour from 2:00 p.m. to 6:00 p.m. were chosen to be evaluated within this report. Three analysis scenarios were completed for the weekday morning and afternoon peak hours as part of the study as follows:

- Existing Conditions
- Background (2032) Conditions
- Future (2032) Conditions

An annual traffic growth rate provided by the Michiana Area Council of Governments (MACOG) was used to estimate background traffic growth at the study area intersections. The growth rate within the study area varied along the corridors with an anticipated annual growth rate of 1.48% along Dierdorff Road and 0.48% along Waterford Mills Parkway. There is also a significant amount of future background development planned within the study area over the next 20 – 25 years. In addition to the annual growth rate, a pro-rated portion of this future development traffic was added to the existing traffic volumes to determine the background (2032) traffic volumes at the study area intersections.

The City of Goshen is planning to reconstruct Dierdorff Road and County Road 40 (east of Dierdorff Road) within the study area in the next few years. While plans for the project are ongoing, the intent is to widen the existing roadways that are currently two lanes to three lanes with one lane in each direction and a two-way left-turn lane. In addition, specific improvements including auxiliary turning lanes and potential traffic signals at the Dierdorff Road intersections with Regent Street and Waterford Mills Parkway are being considered. These improvements were assumed to have been implemented within the study area by 2032.

Trips for the site were calculated for the typical weekday morning and afternoon peak hours based on the methods of the ITE Trip Generation Manual, 11th Edition, published by the Institute of Transportation Engineers (ITE). As the end user(s) for the proposed retail space are not known at this time, it was assumed two of the 6,000 square-foot retail spaces would be occupied by a restaurant. After accounting for internal trip reductions, the site is expected to generate approximately 971 new morning peak hour trips (318 inbound, 653 outbound) and 1,289 new afternoon peak hour trips (765 inbound, 524 outbound).

For the existing, background, and future (2032) conditions, capacity and queuing analyses were performed to determine the impacts the site may have on the roadways and intersections within the study area. Auxiliary lane and signal warrants were also performed at the study area intersections where appropriate.

Conclusions

Based on the analyses performed as part of this study, the proposed development will have some impacts to the surrounding roadway network. Findings of this study are as follows:

Existing Conditions

The existing peak hour capacity analyses show all controlled movements at the study area intersections currently operate at an acceptable LoS “D” or better during the morning and afternoon peak hours, except for the following:

Dierdorff Road at Regent Street (Davis Drive)

- The shared eastbound left/thru movement currently operates at LoS “F” during the afternoon peak hour. The 95th percentile queue is approximately 5 vehicles during the afternoon peak hour.
- The shared westbound left/thru movement currently operates at LoS “E” during the afternoon peak hour. The 95th percentile queue during this time period is approximately 6 vehicles.

Waterford Mills at Regent Street

- The northbound left-turn movement currently operates at LoS “F” during the afternoon peak hour; however, this is a low volume movement with only five northbound left turns during the afternoon peak hour.

Background (2032) Conditions

The future background development within the study area is anticipated to generate a significant number of trips throughout the day and during the morning and afternoon peak hours. These developments will play a significant role in the timing of future improvements within the study area, particularly the need for signalization at the study area intersections.

The background (2032) conditions analyses show the two future signalized intersections along Dierdorff Road at Regent Street and Waterford Mills Parkway are anticipated to operate at an overall LoS “B” or better during the morning and afternoon peak hours. All individual movements are also anticipated to operate at LoS “B” or better during the morning and afternoon peak hours.

The background (2032) conditions analyses show all controlled movements at the unsignalized Waterford Mills/Regent Street intersection are anticipated to operate at an acceptable LoS “D” or better during the morning and afternoon peak hours, except for the following:

- The northbound left-turn movement is anticipated to operate at LoS “F” during the morning and afternoon peak hours; however, this is a relatively low volume movement with an anticipated 95th percentile queue of less than two vehicles.

Future (2032) Conditions

The existing Dierdorff Road intersections with Regent Street and Waterford Mills Parkway are anticipated to operate acceptably assuming the future reconstruction of Dierdorff Road by the City of Goshen. With signalization, these intersections are anticipated to operate at an overall LoS “C” or better during the morning and afternoon peak hours. All individual movements are anticipated to operate a LoS “C” or better.

The Waterford Mills Parkway/Regent Street intersection is anticipated to operate poorly during the morning and afternoon peak hours without any additional improvements. The northbound left, thru, and right-turn movements are anticipated to operate at LoS “F” during the morning and afternoon peak hours with long 95th percentile queues. Similarly, the southbound left, thru, and right-turn movements are anticipated to operate at LoS “F” during the afternoon peak hour with long 95th percentile queues. With signalization, this intersection is anticipated to operate acceptably at an overall LoS “B” or better during the morning and afternoon peak hours. All individual movements are anticipated to operate at LoS “D” or better.

The left-turn movements exiting the proposed driveways at Dierdorff Road and Waterford Mills Parkway are anticipated to operate poorly without additional improvements. The eastbound left-turn movement at the Dierdorff Road/Proposed Driveway (Fairways Drive) intersection is anticipated to operate at LoS “E” during the afternoon peak hour with a 95th percentile vehicle queue of approximately 3 vehicles. Similarly, the southbound left-turn movement at the Waterford Mills Parkway/Proposed Driveway (Edison Drive) intersection is anticipated to operate at LoS “F” during the afternoon peak hour with a 95th percentile vehicle queue of approximately 4 vehicles. With signalization, these intersections are anticipated to operate acceptably at an overall LoS “B” or better during the morning and afternoon peak hours. All individual movements are anticipated to operate a LoS “D” or better.

The proposed driveway to Regent Street at Winchester Drive is anticipated to operate acceptably with all controlled movements operating at LoS "C" or better during the morning and afternoon peak hours. The two proposed driveways to Regent Street south of Waterford Mills Parkway are also anticipated to operate acceptably with all controlled movements operating at LoS "B" or better during the morning and afternoon peak hours.

The future (2032) traffic volumes at the proposed driveways show auxiliary lanes should be considered at several locations based on INDOT's guidelines as follows:

- A southbound right-turn lane should be considered at the proposed driveway to Dierdorff Road.
- A westbound right-turn lane should be considered at the proposed driveway to Waterford Mills Parkway.
- A southbound left-turn lane should be considered at the proposed driveway to Regent Street.

The future (2032) signal warrant analyses show the following intersections would meet the minimum volume thresholds to consider the installation of a traffic signal.

- The Dierdorff Road/Proposed Driveway (Fairways Drive) intersection is anticipated to meet 8 of the required 8 hours for Criteria 1, Condition A. Six of the required 4 hours are met for Criteria 2.
- The Waterford Mills Parkway/Proposed Driveway (Edison Drive) intersection is anticipated to meet 13 of the required 8 hours for Criteria 1, Condition A. Criteria 1, Condition B and Criteria 2 are also met at this intersection.
- The Waterford Mills Parkway/Regent Street intersection is anticipated to meet 9 of the required 8 hours for Criteria 1, Condition A. Criteria 1, Condition B and Criteria 2 are also met at this intersection. These results consider a 50% right-turn-on-red (RTOR) reduction for the southbound right-turn movement.

Recommendations

The recommendations listed below would be made to mitigate the impact of the proposed development and improve operations within the study area.

Waterford Mills Parkway at Regent Street

- Traffic volumes at the intersection should be monitored as the development progresses. Future traffic signal warrant analyses based on actual traffic volumes would be recommended to determine when/if a traffic signal should be installed at the intersection.
- The operation of this intersection, particularly the northbound approach, will depend on the timing of the portion of the development on the southwest corner of the intersection and the residential development on the south side of County Road 40. A traffic impact study for the residential site south of County Road 40 should be required when development plans are proposed.
- An updated traffic analysis, including signal warrants, would be recommended at the intersection based on new traffic volumes and updated site plan information once construction commences on the 11.2 acre site on the southwest corner. This analysis would aid in determining the potential timing for installing a new traffic signal at the intersection.

Dierdorff Road at Proposed Driveway (Fairways Drive)

- A southbound right-turn lane should be constructed at the proposed driveway. The length of the right-turn lane should be 280 feet based on the recommended deceleration distance for a design speed of 35 mph. Additional turn lane length for vehicle storage would not be recommended as the 95th percentile queue is anticipated to be less than one vehicle.
- The eastbound approach should include a separate 150-foot left-turn lane and a shared thru/right-turn lane.

- Traffic volumes at the intersection should be monitored as the development progresses. Future traffic signal warrant analyses based on actual traffic volumes would be recommended to determine when/if a traffic signal should be installed at the intersection.

Waterford Mills Parkway at Proposed Driveway (Edison Drive)

- A westbound right-turn lane should be constructed at the proposed driveway. The length of the right-turn lane should be 430 feet based on the recommended deceleration distance for a design speed of 45 mph. Additional turn lane length for vehicle storage would not be recommended as the 95th percentile queue is anticipated to be less than one vehicle.
- The southbound approach should include a separate 150-foot left-turn lane and a shared thru/right-turn lane.
- Traffic volumes at the intersection should be monitored as the development progresses. Future traffic signal warrant analyses based on actual traffic volumes would be recommended to determine when/if a traffic signal should be installed at the intersection.

Regent Street at Proposed Driveway (Winchester Drive)

- A southbound left-turn lane should be constructed at the proposed driveway. As Regent Street is a lower volume urban collector roadway, providing deceleration within the turn lane is not recommended. Therefore, a 100-foot long left-turn lane would be recommended at this intersection.
- The westbound approach should include a separate 100-foot left-turn lane and a shared thru/right-turn lane.

Regent Street at Proposed North and South Driveways

- The eastbound approaches at both driveways should include a single lane approach.

1 INTRODUCTION

Cherry Creek, LLC is proposing a mixed-use development project located on the north side of Waterford Mills Parkway between Regent Street and Dierdorff Road. An additional 11.2 acres of land on the southwest corner of the Waterford Mills Parkway/Regent Street intersection is also included in the project. The project includes a total of 1,653 residential units and 103,500 square feet of retail space. A mix of residential unit types is being proposed including 872 condo units, 343 townhomes, 183 duplexes, and 255 single family homes. While the exact users of the retail space are unknown at this time, it is anticipated the space will generally be occupied by small specialty retail shops and a couple of restaurants. The project is anticipated to be constructed in phases, with full build out completed within the next ten years.

Access to the site will be via five site driveways, three to Regent Street, one to Waterford Mills Parkway, and one to Dierdorff Road. The proposed driveway to Waterford Mills Parkway and Regent Street opposing Winchester Drive will be completed with the initial phase of the development. The driveway to Dierdorff Road is anticipated to be constructed in the next two to three years as construction continues on the site. The two site driveways to Regent Street south of Waterford Mills Parkway will be completed once construction begins on this portion of the site. Figure 1 shows the location of the proposed site and site driveways.

The proposed site was split into two zones for the analyses performed as part of this study. Zone 1 includes the area north of Waterford Mills Parkway, while Zone 2 includes the 11.2 acre site located on the southwest corner of Waterford Mills Parkway and Regent Street.



Figure 1. Location Map and Study Area

As part of the project approval process, the City of Goshen has requested a traffic impact study be prepared to quantify the impacts the project may have on the surrounding roadway network. Tasks undertaken to complete the analyses include:

1. **Data Collection.** Turning-movement counts were taken at the study area intersections in August 2022 as part of the County Road 40 & Dierdorff Road Corridor Study. Information regarding lane configurations, speed limits, traffic controls, and other related data for the study area roadways was also collected.
2. **Background Growth.** An annual traffic growth rate was utilized to estimate traffic growth within the study area based on data provided the Michiana Area Council of Governments (MACOG). In addition, traffic anticipated to be generated by several future developments within the study were added to the roadway network. These developments include future industrial and residential sites within the study area.
3. **Trip Generation/Distribution.** The number of trips the proposed development is expected to generate during peak hours was identified. These trips were then assigned to the adjacent street system based upon the patterns followed by existing traffic and engineering judgment.
4. **Levels of Service.** Capacity calculations were completed at the study area intersections to identify existing, background, and future peak hour operational characteristics.
5. **Mitigation.** Roadway/intersection improvements were identified, when applicable, that will enable the adjacent roadways and study area intersections to maintain equal and/or acceptable operation under future conditions upon the addition of background traffic growth and/or due to development traffic.

Pre-study coordination was completed with City of Goshen staff to help identify the required study area, study parameters, and any specific areas of concern. The following sections outline the results of analyses completed during the study process.

2 EXISTING CONDITIONS

The first step in the identification of potential traffic impacts is to determine how well the adjacent streets are operating under current conditions. The existing conditions provide a comparison to subsequent future conditions analyses. This section summarizes the data collection and existing operating conditions analysis procedures.

2.1 Study Area Roadways

Dierdorff Road

Dierdorff Road is a local roadway under the jurisdiction of the City of Goshen. It generally has a two-lane cross-section and a speed limit of 35 miles per hour within the study area. The speed limit increases to 40 mph north of County Road 40 and to 55 mph south of County Road 40. Weekday 24-hour traffic volumes along Dierdorff Road average approximately 8,700 vehicles per day between Kercher Road and Waterford Mills Parkway based on data provided on MACOG’s website.

Waterford Mills Parkway (County Road 40)

Waterford Mills Parkway is a local roadway under the jurisdiction of the City of Goshen. Waterford Mills Parkway provides access to the adjacent industrial and residential area while also providing east-west travel through the City of Goshen and Elkhart County due to its river crossing west of State Road 15. It generally has a two-lane cross-section and a speed limit of 45 miles per hour between Regent Street and Dierdorff Road. Weekday 24-hour traffic volumes along Waterford Mills Parkway average approximately 8,500 vehicles per day west of Dierdorff Road.

2.2 Existing Intersections

The study area includes three existing unsignalized intersections and five proposed driveways as listed in Table 1. Three of the five proposed driveways oppose existing public streets that serve adjacent residential subdivisions.



Dierdorff Rd at Regent St (Facing North)



Waterford Mills Pkwy at Regent St (Facing West)



Dierdorff Rd at Waterford Mills Pkwy (Facing South)

Table 1. Existing Intersections

Intersection	Traffic Control
Dierdorff Road / Regent St (Davis Drive)	Two-Way Stop
Dierdorff Road / Waterford Mills Parkway (CR 40)	All-Way Stop
Waterford Mills Parkway / Regent St	Two-Way Stop
Dierdorff Road / Proposed Driveway (Fairways Drive)	Two-Way Stop
Waterford Mills Parkway / Proposed Driveway (Edison Drive)	Two-Way Stop
Regent Street / Proposed Driveway (Winchester Drive)	Two-Way Stop
Regent Street / Proposed North Driveway	Two-Way Stop
Regent Street / Proposed South Driveway	Two-Way Stop

2.3 Data Collection

Turning movement counts at the study area intersections were collected in August 2022 on a typical weekday as part of the County Road 40 & Dierdorff Road Corridor Study. These data were collected from 3:00 a.m. to 8:00 p.m. Detailed printouts of the count reports are included in the appendix.

The data show an early morning peak from approximately 3:45 – 4:45 a.m. which heavily favors traffic traveling into the adjacent industrial land uses. The typical morning peak hour (between 7:00 – 9:00 a.m.) generally occurred between 7:30 – 8:30 a.m. The traffic volumes at the study area intersections were more balanced during the typical morning peak hour without a heavily directional bias. However, the traffic volumes during this time period were lower compared to the early morning peak hour and the typical afternoon peak hour.

The afternoon peak hour traffic volumes generally occurred between 2:30 – 3:30 p.m. The afternoon traffic volumes were more balanced compared to the early morning peak hour. These volumes were also significantly higher than the typical morning (7:00 a.m. – 9:00 a.m.) peak hour.

As the proposed site is not anticipated to generate many trips during the early morning peak hour between 3:45 – 4:45 a.m., the typical morning peak hour between 7:00 – 9:00 a.m. and the afternoon peak hour from 2:00 p.m. to 6:00 p.m. were chosen to be evaluated within this report. Figure 2 shows the existing morning and afternoon peak hour turning movement volumes at the study area intersections.

2.4 Existing Conditions Capacity Analysis

Intersection "level-of-service" calculations were completed to evaluate the current operational efficiency of the study area intersections. These calculations were completed using techniques outlined in the Highway Capacity Manual, published by the Transportation Research Board. *Synchro*[®] traffic analysis software, version 11, based on the Highway Capacity Manual methodologies, was used in the analysis.

Levels-of-service (LOS) at signalized and unsignalized intersections relate to the delay, traffic volumes, and intersection geometry. Levels-of-service are expressed in a range from "A" to "F", with "A" denoting the highest, or best, operating conditions. Generally, a LOS "D" rating is considered the minimum acceptable service level for signalized and unsignalized intersections in most areas, although a LOS "E" or LOS "F" can be deemed as acceptable during the peak hours and/or for low volume movements.

As shown in Table 2, LOS 'A' indicates small average control delays (less than ten seconds per vehicle) whereas LOS 'F' indicates intersection failure, resulting in longer vehicular queues and delays (over 50 seconds per vehicle at an unsignalized intersection).

Table 2. Level-of-Service Criteria at Intersections

Level-of-Service	Signalized Intersections	Unsignalized Intersections
A	≤10	≤10
B	10 – 20	10 – 15
C	20 – 35	15 – 25
D	35 – 55	25 – 35
E	55 – 80	35 – 50
F	>80	>50

Source: Highway Capacity Manual

The existing morning and afternoon peak hours were analyzed at the study area intersections based on the existing traffic volumes. Results of the level-of-service analyses are shown in Table 3 and in Figure 2. Copies of the *Synchro*® analyses are included in the appendix.

The existing roadways opposing the proposed driveways were not evaluated as part of the existing conditions as traffic data were not collected at these intersections. However, traffic volumes for these roadways were estimated for the future conditions analyses.

All controlled movements at the study area intersections currently operate at an acceptable LoS "D" or better during the morning and afternoon peak hours, except for the following:

Dierdorff Road at Regent Street (Davis Drive)

- The shared eastbound left/thru movement currently operates at LoS "F" during the afternoon peak hour. The 95th percentile queue is approximately 5 vehicles during the afternoon peak hour.
- The shared westbound left/thru movement currently operates at LoS "E" during the afternoon peak hour. The 95th percentile queue during this time period is approximately 6 vehicles.

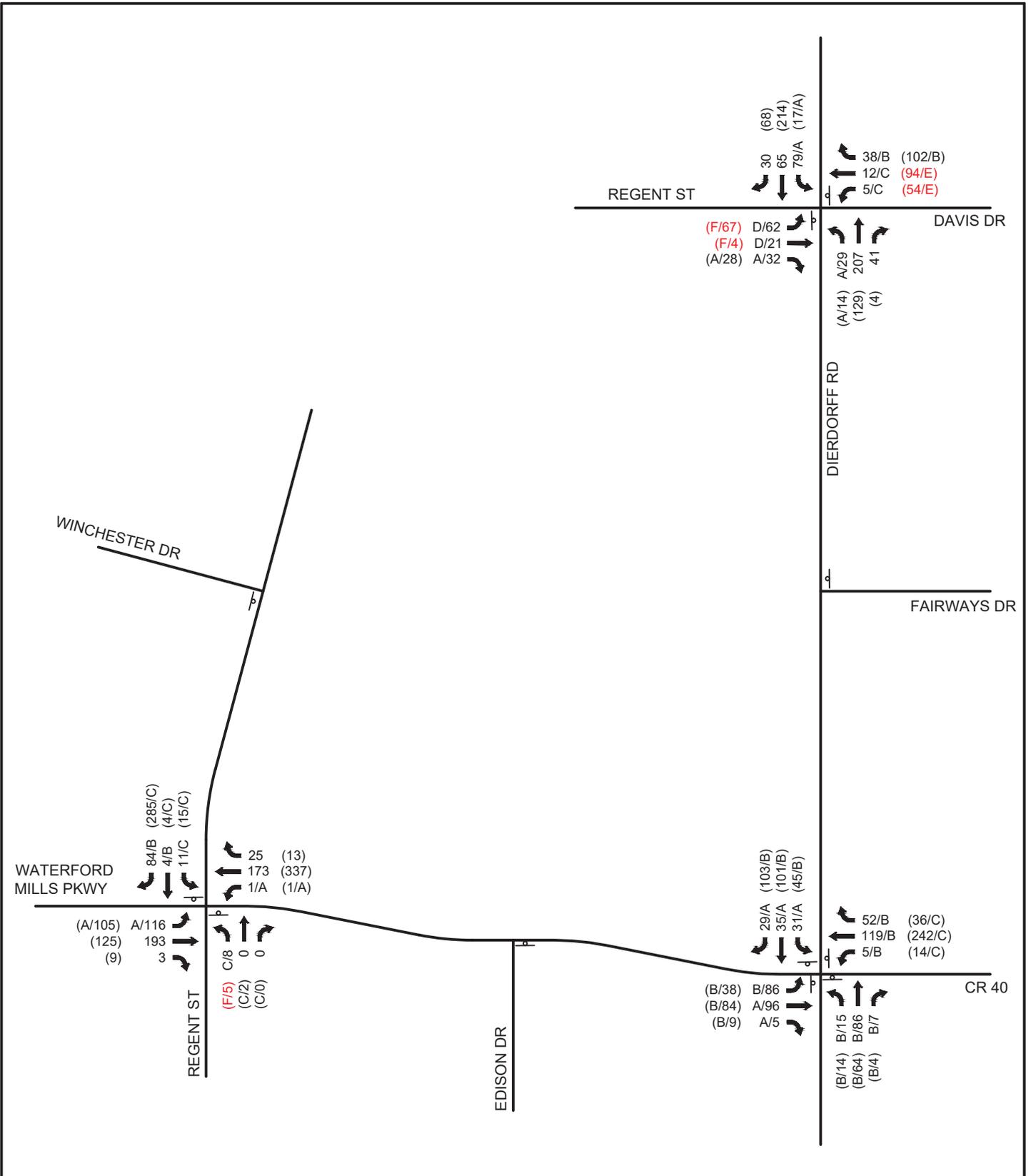
Waterford Mills at Regent Street

- The northbound left-turn movement currently operates at LoS "F" during the afternoon peak hour; however, this is a low volume movement with only five northbound left turns during the afternoon peak hour.

Table 3. Existing Levels-of-Service and Delay

Intersection/ Movement	Existing Conditions			
	AM		PM	
	LoS	Delay (s)	LoS	Delay (s)
Dierdorff Road / Regent St (Davis Dr)¹				
NBL	A	7.5	A	7.9
EBL/T	D	31.6	F	70.0
EBR	A	8.9	A	9.9
WBL/T	C	17.1	E	35.3
WBR	B	10.4	B	10.3
SBL	A	8.2	A	7.6
Dierdorff Rd / Waterford Mills Pkwy¹				
NB	B	11.0	B	11.3
EBL	B	10.3	B	10.5
EBT/R	A	9.7	B	10.8
WB	B	10.8	C	16.6
SBL	A	9.6	B	10.4
SBT/R	A	9.1	B	13.6
Waterford Mills Pkwy / Regent St¹				
NBL	C	21.1	F	50.3
NBT/R	-	-	C	19.1
EBL	A	7.9	A	8.6
WBL	A	7.7	A	7.5
SBL	C	16.7	C	20.4
SBT/R	B	10.7	C	18.1

¹Unsignalized intersection, controlled movements shown



CHERRY CREEK DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND

- XX (XX) = AM (PM)
- A = LEVEL-OF-SERVICE
- Ⓢ = SIGNALIZED INTERSECTION
- Ⓟ = STOP-CONTROLLED

EXISTING PEAK-HOUR VOLUMES + LEVELS-OF-SERVICE



FIGURE
2

3 BACKGROUND (2032) CONDITIONS

The purpose of this section is to summarize the anticipated background (2032) traffic conditions within the study area with background traffic growth in place. These analyses provide a basis for comparing anticipated future conditions without the proposed development in place.

3.1 Background Traffic Volumes

An annual traffic growth rate provided by MACOG was used to estimate growth on study area roadways. The growth rate within the study area varied along the corridors with an anticipated annual growth rate of 1.48% along Dierdorff Road and 0.48% along Waterford Mills Parkway. These growth rates were used to increase the existing traffic volumes at the study area intersections for the future (2032) conditions analyses.

3.2 Future (2032) Background Development

In addition to the annual traffic growth rate, traffic anticipated to be generated by two other planned development projects were included in the future (2032) traffic volume projections. These included the planned industrial park development located along College Avenue east of US Highway 33 and the Vandeleigh Industries site development project located on the southeast corner of the County Road 40/US Highway 33 intersection. The City of Goshen provided traffic impact studies completed for these developments which were utilized to add each sites anticipated traffic generation to the study area.

There is also a significant amount of future background development planned within the study area over the next 20 – 25 years. Figure 3 shows the future background development anticipated to be completed in this time period. A detailed analysis of the future background development was completed as part of the County Road 40 & Dierdorff Road Corridor Study. As the full buildout of the Cherry Creek development is anticipated to be completed by 2032, it was assumed a portion of this future development would be completed by 2032. For the purposes of this study, it was assumed approximately 50% of the future development was completed by 2032.

Figure 4 shows the anticipated background (2032) traffic volumes for the weekday morning and afternoon peak hours with the addition of background traffic growth and future development traffic.

3.3 County Road 40 & Dierdorff Road Reconstruction

The City of Goshen is planning to reconstruct Dierdorff Road and County Road 40 (east of Dierdorff Road) within the study area in the next few years. While plans for the project are ongoing, the intent is to widen the existing roadways that are currently two lanes to three lanes with one lane in each direction and a two-way left-turn lane. In addition, specific improvements at the Dierdorff Road intersections with Regent Street and Waterford Mills Parkway are being considered. For the purposes of this study, the following improvements were assumed to have been implemented within the study area by 2032.

- Reconstruction of Dierdorff Road to a three-lane cross-section.
- Construction of auxiliary turn lanes at the Dierdorff Road intersections with Regent Street and Waterford Mills Parkway as recommended in the County Road 40 & Dierdorff Road Corridor Study.
- Installation of a traffic signal at the Dierdorff Road/Regent Street intersection.
- Installation of a traffic signal at the Dierdorff Road/Waterford Mills Parkway intersection.
- Signal timings at the Dierdorff Road intersections with Regent Street and Waterford Mills Parkway were optimized based on the anticipated 2032 traffic volumes.

3.4 Background (2032) Capacity Analysis

A capacity analysis was completed to evaluate the background (2032) morning and afternoon peak hour conditions at the study area intersections with background traffic in place. These analyses include the planned roadway improvements along Dierdorff Road, including the installation of traffic signals at the Dierdorff Road intersections with Regent Street and Waterford Mills Parkway. The results of the level of service analyses are shown in Table 4 and Figure 4. Copies of the *Synchro*® analyses are included in the appendix.

Table 4. Background (2032) Levels-of-Service and Delay

Intersection/ Movement	Existing Conditions				Background (2032) Conditions			
	AM		PM		AM		PM	
	LoS	Delay (s)	LoS	Delay (s)	LoS	Delay (s)	LoS	Delay (s)
Dierdorff Road / Regent St (Davis Dr)¹								
Overall	-	-	-	-	B	13.9	B	14.1
<i>EBL/T</i>	D	31.6	F	70.0	C	20.1	B	14.8
<i>EBR</i>	A	8.9	A	9.9	B	15.8	B	10.8
<i>WBL/T</i>	C	17.1	E	35.3	B	16.0	B	16.3
<i>WBR</i>	B	10.4	B	10.3	B	15.9	B	11.4
<i>NBL</i>	A	7.5	A	7.9	A	9.6	B	11.9
<i>NBT</i>	-	-	-	-	B	14.4	B	14.3
<i>NBR</i>	-	-	-	-	B	11.0	B	12.2
<i>SBL</i>	A	8.2	A	7.6	A	7.0	B	10.3
<i>SBT</i>	-	-	-	-	A	9.4	B	14.8
<i>SBR</i>	-	-	-	-	A	8.9	B	11.7
Dierdorff Rd / Waterford Mills Pkwy¹								
Overall	-	-	-	-	A	7.9	A	8.5
<i>EBL</i>	B	10.3	B	10.5	A	8.2	A	7.1
<i>EBT/R</i>	A	9.7	B	10.8	A	8.0	A	7.3
<i>WBL</i>	B	10.8	C	16.6	A	6.8	A	6.6
<i>WBT/R</i>					A	8.1	A	9.2
<i>NBL</i>	B	11.0	B	11.3	A	7.7	A	8.8
<i>NBT</i>					A	8.2	A	8.7
<i>NBR</i>					A	7.3	A	8.1
<i>SBL</i>	A	9.6	B	10.4	A	7.7	A	9.0
<i>SBT</i>	A	9.1	B	13.6	A	7.5	A	9.2
<i>SBR</i>					A	7.3	A	8.5
Waterford Mills Pkwy / Regent St²								
<i>NBL</i>	C	21.1	F	50.3	D	34.6	F	145.8
<i>NBT/R</i>	-	-	C	19.1	C	15.6	C	17.9
<i>EBL</i>	A	7.9	A	8.6	A	8.2	A	9.1
<i>WBL</i>	A	7.7	A	7.5	A	7.9	A	7.8
<i>SBL</i>	C	16.7	C	20.4	C	24.3	D	31.6
<i>SBT/R</i>	B	10.7	C	18.1	B	12.3	D	28.7

¹Assumes Dierdorff Road reconstruction project and traffic signal installation

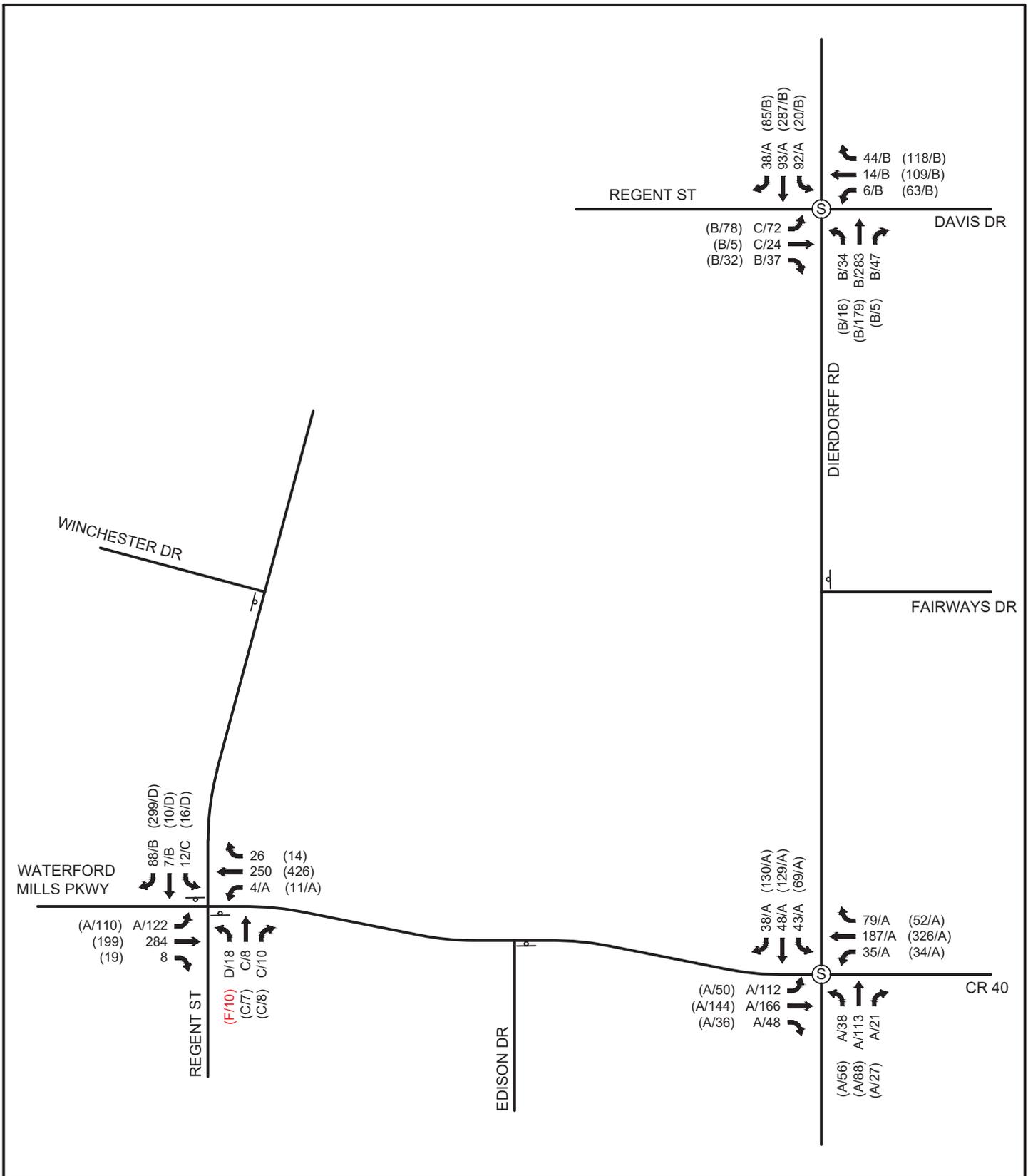
²Unsignalized intersection, controlled movements shown

The background (2032) conditions analyses show the two signalized intersections along Dierdorff Road at Regent Street and Waterford Mills Parkway are anticipated to operate at an overall LoS “B” or better during the morning and afternoon peak hours. All individual movements are also anticipated to operate at LoS “B” or better during the morning and afternoon peak hours.

The background (2032) conditions analyses show all controlled movements at the unsignalized Waterford Mills/Regent Street intersection are anticipated to operate at an acceptable LoS “D” or better during the morning and afternoon peak hours, except for the following:

- The northbound left-turn movement is anticipated to operate at LoS “F” during the morning and afternoon peak hours; however, this is a relatively low volume movement with an anticipated 95th percentile queue of less than two vehicles.





CHERRY CREEK DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND

- XX (XX) = AM (PM)
- A = LEVEL-OF-SERVICE
- Ⓢ = SIGNALIZED INTERSECTION
- Ⓟ = STOP-CONTROLLED

BACKGROUND (2032) PEAK-HOUR VOLUMES + LEVELS-OF-SERVICE



FIGURE

4

4 FUTURE (2032) CONDITIONS

The purpose of this section is to summarize the anticipated future (2032) traffic conditions within the study area with background traffic growth and the proposed development traffic in place. These analyses provide the before/after comparison of future conditions and helps define the timing and applicability of any potential roadway improvements necessary to mitigate the impact of the proposed development.

4.1 Proposed Development

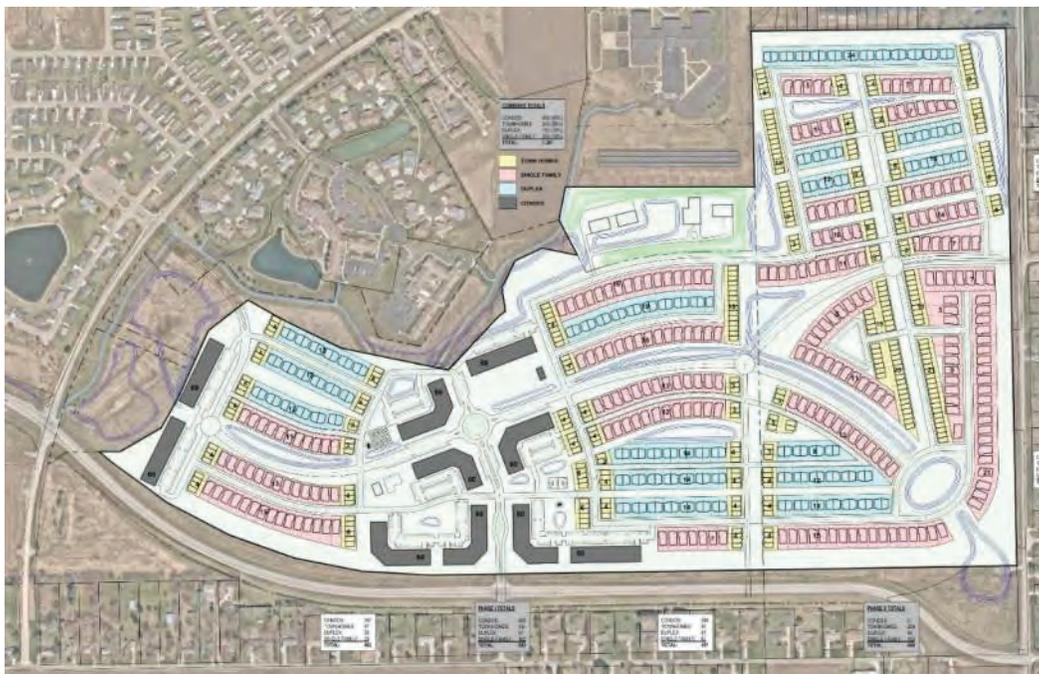
Cherry Creek, LLC is proposing a mixed-use development project located on the north side of Waterford Mills Parkway between Regent Street and Dierdorff Road. An additional 11.2 acres of land on the southwest corner of the Waterford Mills Parkway/Regent Street intersection is also included in the project. The project includes a total of 1,653 residential units and 103,500 square feet of retail space. A mix of residential unit types is being proposed including 872 condo units, 343 townhomes, 183 duplexes, and 255 single family homes. While the exact users of the retail space are unknown at this time, it is anticipated the space will generally be occupied by small specialty retail shops and a couple of restaurants. A copy of the preliminary site plan is included in the appendix.

The proposed site plan for the 11.2 acres on the southwest corner of the Waterford Mills Parkway/Regent Street intersection (Zone 2) shows a total of 230 condo units. However, the “future development” area shown is anticipated to include an additional 42 condo units or a boutique hotel. For the purposes of this study, a total of 272 condo units was utilized.

The project is anticipated to be constructed in phases, with full build out completed within the next ten years.

4.2 Site Access

Access to the site will be via five site driveways, three to Regent Street, one to Waterford Mills Parkway, and one to Dierdorff Road. The proposed driveway to Waterford Mills Parkway and Regent Street opposing Winchester Drive will be completed with the initial phase of the development. The driveway to Dierdorff Road is anticipated to be constructed in the next two to three years as construction continues on the site. The two site driveways to Regent Street south of Waterford Mills Parkway will be completed once construction begins on this portion of the site.



4.3 Trip Generation

The Trip Generation Manual, Eleventh Edition, by the Institute of Transportation Engineers (ITE) was used to calculate the anticipated traffic that may be generated by the proposed site. Trips are measured individually for inbound and outbound movements; therefore, a visit to the site by an employee or visitor, for instance, generates two trips – one inbound and one outbound. Separate trip generation analyses were completed for Zone 1 and Zone 2 of the proposed development.

Based on the land use descriptions provided within the ITE Trip Generation Manual, the most applicable land uses for the proposed site would be Single Family Detached (Land Use Code 210), Single Family Attached (Land Use Code 215), Multifamily Residential (Land Use Code 220), Retail (Land Use Code 821 & 822), and High Turnover Sit-Down Restaurant (Land Use Code 932). As the end user(s) for the proposed retail space are not known at this time, it was assumed two of the 6,000 square-foot retail spaces would be occupied by a restaurant.



The trip generation calculations consider internally captured or “shared” trips that are common to this type of development. A shared trip is one that visits more than one use on the site (i.e., a resident that dines at the on-site restaurant or visit a retail shop). This lessens the overall impact of a multiple-use site on the adjacent street system. The National Cooperative Highway Research Program (NCHRP) has published [Report 684 – Enhancing Internal Trip Capture Estimation for Mixed-Use Developments](#). The current edition of the ITE [Trip Generation](#) handbook includes six types of applicable uses for trip sharing: office, retail, residential, restaurant, cinema, and hotel. The methodology has been incorporated into a spreadsheet model which estimates the morning and afternoon internal peak hour trips by arrival and departure. While there will be some internal trips between Zone 1 and Zone 2, internal trips were estimated separately for Zone 1 and Zone 2. The internal capture estimation tool worksheets for Zone 1 and Zone 2 are included in the appendix.

The retail land uses will also capitalize on the traffic within the study area by “capturing” customers passing by the location to/from work or other destinations. While pass-by trips do not add new trips to the roadway network, they add turning movements at the site driveways. While the retail land uses will likely include some pass-by trips, the number of these trips is anticipated to be low compared to the overall trip generation of the site. Therefore, reductions for pass-by trips were not accounted for separately resulting in a more conservative analysis as all trips were classified as new trips.

Trips for the site were calculated for the typical weekday morning and afternoon peak hours. Table 5 shows the typical morning and afternoon peak hour trips anticipated to be generated by the proposed development.

Table 5. Weekday Peak Hour Trip Generation Summary

Land Use	ITE Code	Size	AM		PM		Daily Trips
			Enter	Exit	Enter	Exit	
ZONE 1							
Single Family Detached	210	255 units	44	131	151	89	2,387
Single Family Attached	215	526 units	67	201	184	128	3,958
Multifamily Residential (Low Rise)	220	600 units	50	159	175	104	3,921
Retail	821	70,500 sft	76	46	179	187	4,760
High-Turnover (Sit-Down) Restaurant	932	12,000 sft	63	52	66	42	1,286
Subtotal:			300	589	755	550	16,312
Less internal capture ^{1,3} :			36	35	121	121	2,447
Subtotal new trips (Zone 1):			264	554	634	429	13,865
ZONE 2							
Multifamily Residential (Low Rise)	220	272 units	26	81	87	51	1,819
Retail	822	21,000 sft	30	20	69	69	1,143
Subtotal:			56	101	156	120	2,962
Less internal capture ^{2,3} :			2	2	25	25	444
Subtotal new trips (Zone 2):			54	99	131	95	2,518
Total new trips:			318	653	765	524	16,383

¹Per ITE and the NCHRP capture form, overall capture rates are 8% (12% entering, 6% exiting) during the morning peak hour and 18% (16% entering, 22% exiting) during the afternoon peak hour for Zone 1.

²Per ITE and the NCHRP capture form, overall capture rates are 3% (4% entering, 2% exiting) during the morning peak hour and 18% (16% entering, 21% exiting) during the afternoon peak hour.

³A 15% overall capture rate was assumed for the daily trips.

Source: ITE Trip Generation Manual, 11th Edition

After accounting for internal trip reductions, the site is expected to generate approximately 971 new morning peak hour trips (318 inbound, 653 outbound) and 1,289 new afternoon peak hour trips (765 inbound, 524 outbound).

4.4 Trip Distribution

The directional distribution of the site generated new trips was based upon existing travel patterns and engineering judgment. Based on existing travel patterns, the directional distribution to/from the proposed development for site generated new trips is expected to be approximately as follows:

To/from Dierdorff (north)	25%	To/from Dierdorff (south)	5%
To/from Waterford Mills Pkwy (west)	35%	To/from CR 40 (east)	15%
To/from Regent St (North)	15%	To/from Davis Dr (east)	5%

Site generated trips for Zone 1 and Zone 2 were assigned to the roadway network separately. In addition, it was assumed approximately 10% of the trips to/from Zone 2 would be to/from the south along Regent Street via State Road 15 and County Road 40. This reduced the percentage of trips to/from the west along Waterford Mills Parkway to 25%.

Based upon the above distribution patterns for new trips and the current site plan layout, the anticipated peak hour project traffic was assigned to the study area intersections. Figure 5 shows the total anticipated morning and afternoon peak hour trips for site-generated traffic upon full completion of the proposed site.

The anticipated site trips, along with the background traffic growth, were added to the existing peak hour volumes to depict the estimated total future (2032) volumes during the morning and afternoon peak hours. Figure 6 shows the total anticipated future (2032) volumes.

4.5 Future (2032) Capacity Analysis (No Mitigation)

Intersection level-of-service calculations were completed to evaluate the future (2032) morning and afternoon peak hour conditions at the study area intersections. Copies of the *Synchro*[®] analyses are included in the appendix.

These analyses assume no additional improvements to the roadway network except those outlined for the background conditions. Based on the existing roadway geometry, proposed site plan, and the future Dierdorff Road reconstruction project, the following assumptions were considered as part of the no mitigation analyses:

- Background (2032) improvements were also included in the future (2032) conditions analyses.
- Traffic volumes to/from the public streets opposing the proposed driveways (Fairways Drive, Edison Drive, and Winchester Drive) were estimated based on the number of residential units within the adjacent subdivision and ITE trip generation rates for residential land uses.
- Northbound and southbound left-turn lanes at the Dierdorff Road/Proposed Driveway (Fairway Drive) were included based on the planned construction of a two-way left-turn lane along Dierdorff Road.
- The existing eastbound and westbound left-turn lanes at the Waterford Mills Parkway/Proposed Driveway (Edison Drive) intersection were included.
- The proposed Zone 1 driveway approaches to Dierdorff Road, Waterford Mills Parkway, and Regent Street were assumed to include a separate left-turn lane and a shared thru/right-turn lane.
- The proposed Zone 2 driveway approaches to Regent Street were assumed to include a single exit lane.

Table 6 and Figure 6 show the results of the capacity analysis for the future (2032) conditions. The future (2032) conditions analyses show the two signalized intersections along Dierdorff Road at Regent Street and Waterford Mills Parkway are anticipated to operate at an overall LoS “C” or better during the morning and afternoon peak hours. All individual movements are also anticipated to operate at LoS “C” or better during the morning and afternoon peak hours.

As shown in Table 6, the northbound and southbound approaches to the Waterford Mills/Regent Street intersection are anticipated to operate poorly during the morning and afternoon peak hours as follows:

- The northbound left, thru, and right-turn movements are anticipated to operate at LoS “F” during the morning and afternoon peak hours with long 95th percentile queues.
- The southbound left-turn movement is anticipated to operate at LoS “F” during the morning peak hour; however, this is a relatively low volume movement with a 95th percentile queue of two vehicles.
- The southbound left, thru, and right-turn movements are anticipated to operate at LoS “F” during the afternoon peak hour with long 95th percentile queues.

All controlled movements at the proposed site driveways are anticipated to operate at LoS “D” or better during the morning and afternoon peak hours except for the following:

- The eastbound left-turn movement at the Dierdorff Road/Proposed Driveway (Fairways Drive) intersection is anticipated to operate at LoS “E” during the afternoon peak hour. The 95th percentile vehicle queue is anticipated to be approximately 3 vehicles.
- The southbound left-turn movement at the Waterford Mills Parkway/Proposed Driveway (Edison Drive) intersection is anticipated to operate at LoS “F” during the afternoon peak hour. The 95th percentile vehicle queue is anticipated to be approximately 4 vehicles.
- The northbound Edison Drive approach to Waterford Mills Parkway is anticipated to operate at LoS “E” during the afternoon peak hour. The 95th percentile vehicle queue is anticipated to be approximately one vehicle.

Table 6. Future (2032) Levels-of-Service and Delay (No Mitigation)

Intersection/ Movement	Background (2032) Conditions				Future (2032) Conditions (No Mitigation)			
	AM		PM		AM		PM	
	LoS	Delay (s)	LoS	Delay (s)	LoS	Delay (s)	LoS	Delay (s)
Dierdorff Road / Regent St (Davis Dr)¹								
Overall	B	13.9	B	14.1	B	17.9	C	22.4
EBL/T	C	20.1	B	14.8	C	26.3	C	27.4
EBR	B	15.8	B	10.8	B	17.2	B	12.2
WBL/T	B	16.0	B	16.3	B	17.8	C	22.2
WBR	B	15.9	B	11.4	B	17.2	B	13.2
NBL	A	9.6	B	11.9	A	9.7	B	16.2
NBT	B	14.4	B	14.3	B	19.8	C	20.9
NBR	B	11.0	B	12.2	B	11.6	B	15.9
SBL	A	7.0	B	10.3	B	10.6	B	15.0
SBT	A	9.4	B	14.8	B	11.6	C	29.7
SBR	A	8.9	B	11.7	B	10.6	B	16.4
Dierdorff Rd / Waterford Mills Pkwy¹								
Overall	A	7.9	A	8.5	A	8.6	B	10.3
EBL	A	8.2	A	7.1	A	9.0	B	10.9
EBT/R	A	8.0	A	7.3	A	8.2	A	7.7
WBL	A	6.8	A	6.6	A	6.5	A	6.6
WBT/R	A	8.1	A	9.2	A	7.9	B	11.0
NBL	A	7.7	A	8.8	A	9.1	B	10.9
NBT	A	8.2	A	8.7	A	9.6	B	10.5
NBR	A	7.3	A	8.1	A	8.5	A	9.8
SBL	A	7.7	A	9.0	A	9.5	B	11.5
SBT	A	7.5	A	9.2	A	8.8	B	11.1
SBR	A	7.3	A	8.5	A	8.7	B	10.5
Waterford Mills Pkwy / Regent St²								
NBL	D	34.6	F	145.8	F	>300	F	>300
NBT/R	C	15.6	C	17.9	F	57.0	F	187.2
EBL	A	8.2	A	9.1	A	8.9	B	10.1
WBL	A	7.9	A	7.8	A	8.3	A	8.7
SBL	C	24.3	D	31.6	F	116.3	F	>300
SBT/R	B	12.3	D	28.7	D	30.4	F	>300
Dierdorff Rd / Proposed Driveway (Fairways Dr)²								
NBL	-	-	-	-	A	7.7	A	9.0
EBL	-	-	-	-	C	23.6	E	41.8
EBT/R	-	-	-	-	A	9.9	B	12.7
WB	-	-	-	-	C	16.0	C	20.8
SBL	-	-	-	-	A	8.2	A	7.8
Waterford Mills Pkwy / Proposed Driveway (Edison Dr)²								
NB	-	-	-	-	C	20.2	E	37.1
EBL	-	-	-	-	A	8.3	A	9.9
WBL	-	-	-	-	A	8.1	A	8.0
SBL	-	-	-	-	D	34.5	F	98.9
SBT/R	-	-	-	-	B	11.6	B	14.1
Regent St / Proposed Driveway (Winchester Dr)²								
NBL	-	-	-	-	A	7.5	A	8.3
EB	-	-	-	-	B	12.7	C	20.0
WBL	-	-	-	-	B	12.9	C	22.2
WBT/R	-	-	-	-	A	10.0	A	9.6
SBL	-	-	-	-	A	7.8	A	7.8
Regent St / Proposed North Driveway²								
NBL	-	-	-	-	A	7.4	A	7.6
EB	-	-	-	-	A	9.5	B	10.0
Regent St / Proposed South Driveway²								
NBL	-	-	-	-	A	7.3	A	7.4
EB	-	-	-	-	A	9.0	A	9.2

¹Assumes Dierdorff Road reconstruction project and traffic signal installation has been completed

²Unsignalized intersection, controlled movements shown

4.6 Future (2032) Mitigation

Based on the results of capacity analysis under future (2032) conditions with no mitigation, mitigation measures were evaluated to improve traffic operations and safety within the study area.

4.6.1 Auxiliary Lanes

The need for auxiliary lanes were evaluated at the proposed driveways based on the anticipated future (2032) traffic volumes. Indiana Department of Transportation (INDOT) guidelines contained within the Indiana Design Manual were utilized for these analyses. Copies of the auxiliary lane graphs are included in the appendix.

Table 7 shows a summary of the auxiliary lane analyses performed as part of this study. As shown, a southbound right-turn lane should be considered at the proposed driveway to Dierdorff Road. A westbound right-turn lane should also be considered at the proposed driveway to Waterford Mills Parkway.

The anticipated traffic volume at the proposed driveway to Regent Street (Winchester Drive) does not meet the minimum thresholds for consideration of a dedicated northbound right-turn lane. However, the minimum thresholds for consideration of a southbound left-turn lane are met.

The anticipated traffic volume at the Waterford Mills Parkway/Regent Street intersection do not meet the minimum thresholds for an eastbound or westbound right-turn lane. In addition, the anticipated traffic volume at the proposed driveways to Regent Street south of Waterford Mills Parkway do not meet the minimum thresholds for either a northbound left-turn lane or a southbound right-turn lane.

Table 7. Future (2032) Auxiliary Lane Warrant Analysis Summary

Intersection / Movement	Guideline Met
Dierdorff Rd / Proposed Drwy	
SBR	Yes
Waterford Mills Pkwy / Proposed Drwy	
WBR	Yes
Regent St / Proposed Drwy	
SBL	Yes
NBR	No
Waterford Mills Pkwy / Regent St	
EBR	No
WBR	No
Regent St / Proposed North Drwy	
NBL	No
SBR	No
Regent St / Proposed South Drwy	
NBL	No
SBR	No

4.6.2 Signal Warrants

Signal warrant analyses were completed at the proposed driveways to Dierdorff Road and Waterford Mills based on procedures outlined within the Indiana Manual on Uniform Traffic Control Devices (MUTCD). In addition, a signal warrant analysis was performed at the Waterford Mills Parkway/Regent Street intersection. For this study, the most applicable criteria to apply are those related to traffic volumes, including Criteria 1 (Condition A and Condition B) and Criteria 2. Criteria 1 requires minimum volumes thresholds be met for 8 hours of a typical day while Criteria 2 requires minimum volume thresholds for 4 hours of a typical day.

For the signal warrant analyses, the following assumptions were made:

- All approaches to the intersections were treated as one lane approaches.
- The existing speed limit along Dierdorff Road and Waterford Mills Parkway were utilized to apply appropriate volume threshold reductions per the Indiana MUTCD.
- A 50% right-turn on red (RTOR) reduction was applied to the southbound right-turn movement at the Waterford Mills Parkway/Regent Street intersection.

Table 8 shows a summary of the signal warrant analyses performed as part of this study. Detailed printouts of the signal warrant analyses are included in the appendix.

The Dierdorff Road/Proposed Driveway (Fairways Drive) intersection is anticipated to meet 8 of the required 8 hours for Criteria 1, Condition A. Six of the required 4 hours are met for Criteria 2.

The Waterford Mills Parkway/Proposed Driveway (Edison Drive) intersection is anticipated to meet 13 of the required 8 hours for Criteria 1, Condition A. Criteria 1, Condition B and Criteria 2 are also met at this intersection.

The Waterford Mills Parkway/Regent Street intersection is anticipated to meet 9 of the required 8 hours for Criteria 1, Condition A. Criteria 1, Condition B and Criteria 2 are also met at this intersection. As mentioned above, these results consider a 50% reduction for the southbound right-turn movement.

Table 8. Future (2032) Signal Warrant Summary

Criteria	Hours Met	Required Hours	Guideline Met
Dierdorff Road / Proposed Driveway (Fairways Drive)			
<i>Criteria 1, Condition A (8-hour warrant)</i>	8	8	Yes
<i>Criteria 1, Condition B (8-hour warrant)</i>	4	8	No
<i>Criteria 2, Four-Hour Warrant</i>	6	4	Yes
Waterford Mills Parkway / Proposed Driveway (Edison Drive)			
<i>Criteria 1, Condition A (8-hour warrant)</i>	13	8	Yes
<i>Criteria 1, Condition B (8-hour warrant)</i>	11	8	Yes
<i>Criteria 2, Four-Hour Warrant</i>	11	4	Yes
Waterford Mills Parkway / Regent Street¹			
<i>Criteria 1, Condition A (8-hour warrant)</i>	9	8	Yes
<i>Criteria 1, Condition B (8-hour warrant)</i>	12	8	Yes
<i>Criteria 2, Four-Hour Warrant</i>	11	4	Yes

1. Assumes 50% RTOR Reduction for SB right-turn movement

4.7 Future (2032) Capacity Analysis (With Mitigation)

Intersection level-of-service calculations were completed to evaluate the future (2032) morning and afternoon peak hour conditions at the study area intersections assuming the improvements outlined in the previous section are implemented. Copies of the *Synchro*[®] analyses are included in the appendix.

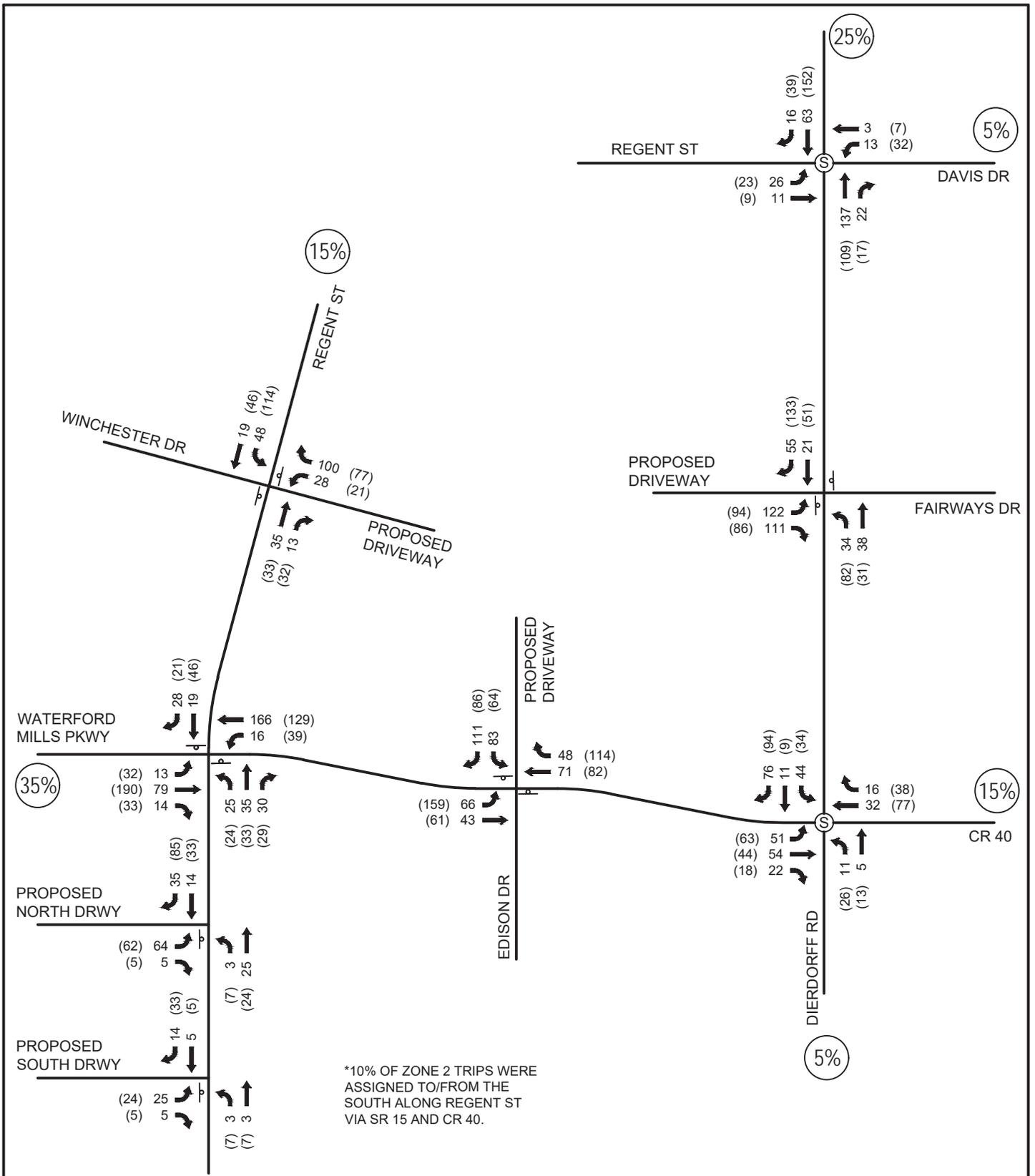
Based on the analyses performed in the previous section, the following mitigation measures were included in the analysis:

- A southbound right-turn lane at the proposed driveway along Dierdorff Road.
- A westbound right-turn lane at the proposed driveway along Waterford Mills Parkway.
- A southbound left-turn lane at the proposed driveway along Regent Street
- Installation of traffic signals at the following intersections:
 - Dierdorff Road/Proposed Driveway (Fairways Drive)
 - Waterford Mills Parkway/Proposed Driveway (Edison Drive)
 - Waterford Mills Parkway/Regent Street
- The future traffic signals were assumed to operate with simple two-phase operation with actuation for the minor street movements. Signal timings were optimized based on the anticipated traffic volume at the intersections.

Table 9 shows a comparison of the future (2032) conditions with and without mitigation at the location of the future traffic signals. As shown, the future signalized intersections are anticipated to operate at an overall LoS “B” or better during the morning and afternoon peak hours. All individual movements are anticipated to operate at LoS “D” or better during the morning and afternoon peak hours.

Table 9. Future (2032) Levels-of-Service and Delay (With Mitigation)

Intersection/ Movement	Future (2032) Conditions No Mitigation				Future (2032) Conditions With Mitigation			
	AM		PM		AM		PM	
	LoS	Delay (s)	LoS	Delay (s)	LoS	Delay (s)	LoS	Delay (s)
Waterford Mills Pkwy / Regent St								
<i>Overall</i>	-	-	-	-	B	13.3	B	17.1
<i>EBL</i>	A	8.9	B	10.1	A	5.0	B	10.9
<i>EBT/R</i>	-	-	-	-	A	5.1	A	7.7
<i>WBL</i>	A	8.3	A	8.7	A	3.4	A	5.5
<i>WBT/R</i>	-	-	-	-	A	5.1	A	9.4
<i>NBL</i>	F	>300	F	>300	D	49.7	D	41.2
<i>NBT/R</i>	F	57.0	F	187.2	C	28.0	C	26.7
<i>SBL</i>	F	116.3	F	>300	C	25.9	C	25.4
<i>SBT/R</i>	D	30.4	F	>300	C	27.0	D	38.7
Dierdorff Rd / Proposed Driveway (Fairways Dr)								
<i>Overall</i>	-	-	-	-	B	11.9	A	9.3
<i>EBL</i>	C	23.6	E	41.8	C	32.0	D	38.7
<i>EBT/R</i>	A	9.9	B	12.7	C	25.9	C	30.5
<i>WB</i>	C	16.0	C	20.8	C	26.2	C	30.7
<i>NBL</i>	A	7.7	A	9.0	A	3.6	A	3.1
<i>NBT/R</i>	-	-	-	-	A	5.1	A	3.2
<i>SBL</i>	A	8.2	A	7.8	A	3.5	A	2.6
<i>SBT</i>	-	-	-	-	A	3.9	A	3.8
<i>SBR</i>	-	-	-	-	A	3.6	A	2.8
Waterford Mills Pkwy / Proposed Driveway (Edison Dr)								
<i>Overall</i>	-	-	-	-	A	9.9	A	7.9
<i>EBL</i>	A	8.3	A	9.9	A	3.2	A	3.8
<i>EBT/R</i>	-	-	-	-	A	4.0	A	2.9
<i>WBL</i>	A	8.1	A	8.0	A	2.9	A	2.3
<i>WBT</i>	-	-	-	-	A	3.9	A	3.8
<i>WBR</i>	-	-	-	-	A	2.9	A	2.3
<i>NB</i>	C	20.2	E	37.1	C	28.4	C	33.4
<i>SBL</i>	D	34.5	F	98.9	C	30.3	D	36.9
<i>SBT/R</i>	B	11.6	B	14.1	C	27.6	C	32.6



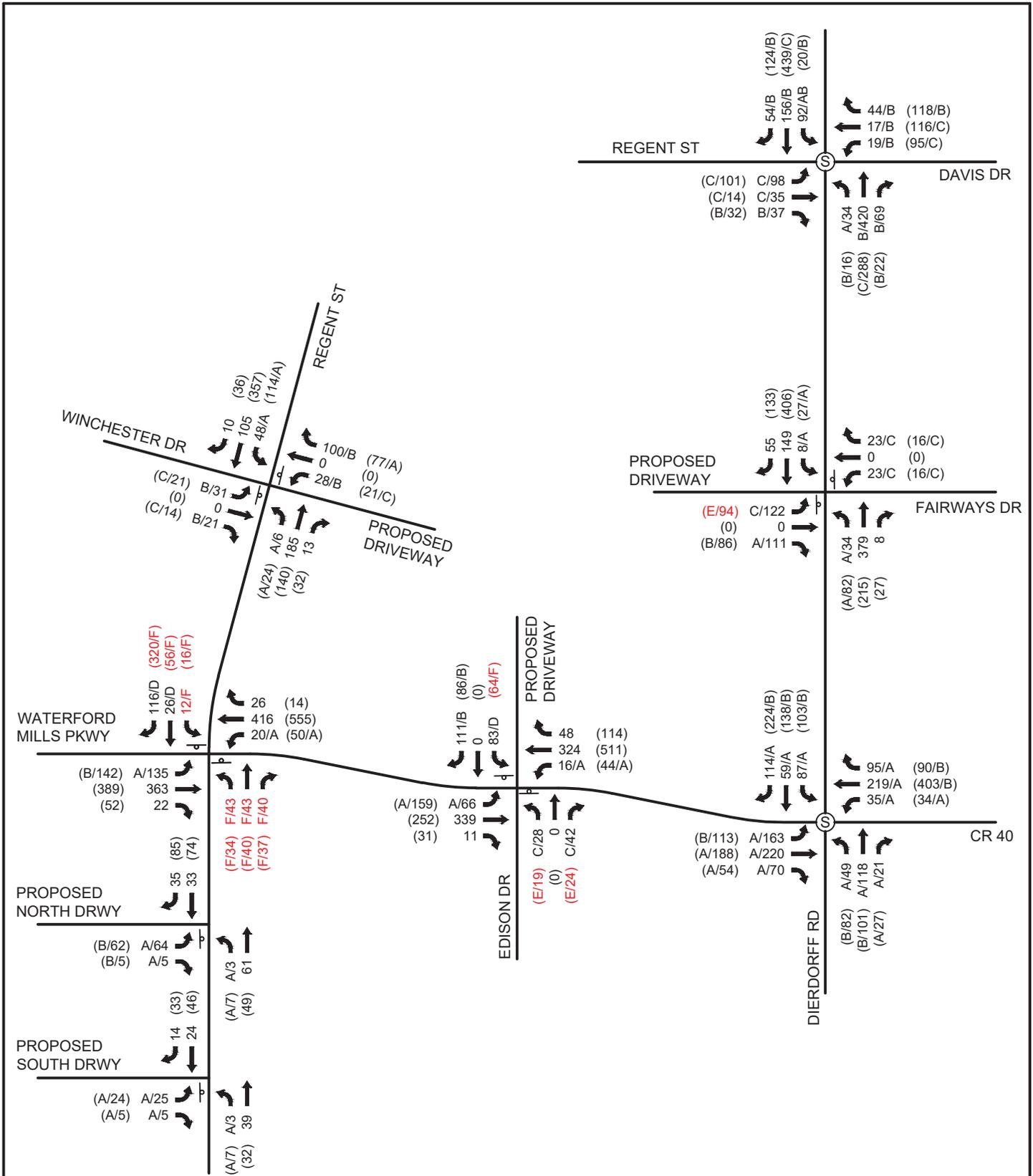
CHERRY CREEK DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND
XX (XX) = AM (PM) GENERATED TRIPS
(X%) = DISTRIBUTION FOR NEW TRIPS

FUTURE (2032) TRIP DISTRIBUTION + TRAFFIC ASSIGNMENT



FIGURE
5



CHERRY CREEK DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND

- XX (XX) = AM (PM)
- A = LEVEL-OF-SERVICE
- Ⓢ = SIGNALIZED INTERSECTION
- Ⓟ = STOP-CONTROLLED

FUTURE (2032) PEAK-HOUR VOLUMES
+ LEVELS-OF-SERVICE
(NO MITIGATION)



FIGURE
6

5 CONCLUSIONS & RECOMMENDATIONS

The section summarizes the results of the analyses performed as part of the study. Recommendations to improve the surrounding roadway network are also presented.

5.1 Conclusions

Based on the analyses performed as part of this study, the proposed development will have some impacts to the surrounding roadway network. Findings of this study are as follows:

Existing Conditions

The existing peak hour capacity analyses show all controlled movements at the study area intersections currently operate at an acceptable LoS “D” or better during the morning and afternoon peak hours, except for the following:

Dierdorff Road at Regent Street (Davis Drive)

- The shared eastbound left/thru movement currently operates at LoS “F” during the afternoon peak hour. The 95th percentile queue is approximately 5 vehicles during the afternoon peak hour.
- The shared westbound left/thru movement currently operates at LoS “E” during the afternoon peak hour. The 95th percentile queue during this time period is approximately 6 vehicles.

Waterford Mills at Regent Street

- The northbound left-turn movement currently operates at LoS “F” during the afternoon peak hour; however, this is a low volume movement with only five northbound left turns during the afternoon peak hour.

Background (2032) Conditions

The future background development within the study area is anticipated to generate a significant number of trips throughout the day and during the morning and afternoon peak hours. These developments will play a significant role in the timing of future improvements within the study area, particularly the need for signalization at the study area intersections.

The background (2032) conditions analyses show the two future signalized intersections along Dierdorff Road at Regent Street and Waterford Mills Parkway are anticipated to operate at an overall LoS “B” or better during the morning and afternoon peak hours. All individual movements are also anticipated to operate at LoS “B” or better during the morning and afternoon peak hours.

The background (2032) conditions analyses show all controlled movements at the unsignalized Waterford Mills/Regent Street intersection are anticipated to operate at an acceptable LoS “D” or better during the morning and afternoon peak hours, except for the following:

- The northbound left-turn movement is anticipated to operate at LoS “F” during the morning and afternoon peak hours; however, this is a relatively low volume movement with an anticipated 95th percentile queue of less than two vehicles.

Future (2032) Conditions

The existing Dierdorff Road intersections with Regent Street and Waterford Mills Parkway are anticipated to operate acceptably assuming the future reconstruction of Dierdorff Road by the City of Goshen. With signalization, these intersections are anticipated to operate at an overall LoS “C” or better during the morning and afternoon peak hours. All individual movements are anticipated to operate a LoS “C” or better.

The Waterford Mills Parkway/Regent Street intersection is anticipated to operate poorly during the morning and afternoon peak hours without any additional improvements. The northbound left, thru, and right-turn movements are anticipated to operate at LoS "F" during the morning and afternoon peak hours with long 95th percentile queues. Similarly, the southbound left, thru, and right-turn movements are anticipated to operate at LoS "F" during the afternoon peak hour with long 95th percentile queues. With signalization, this intersection is anticipated to operate acceptably at an overall LoS "B" or better during the morning and afternoon peak hours. All individual movements are anticipated to operate at LoS "D" or better.

The left-turn movements exiting the proposed driveways at Dierdorff Road and Waterford Mills Parkway are anticipated to operate poorly without additional improvements. The eastbound left-turn movement at the Dierdorff Road/Proposed Driveway (Fairways Drive) intersection is anticipated to operate at LoS "E" during the afternoon peak hour with a 95th percentile vehicle queue of approximately 3 vehicles. Similarly, the southbound left-turn movement at the Waterford Mills Parkway/Proposed Driveway (Edison Drive) intersection is anticipated to operate at LoS "F" during the afternoon peak hour with a 95th percentile vehicle queue of approximately 4 vehicles. With signalization, these intersections are anticipated to operate acceptably at an overall LoS "B" or better during the morning and afternoon peak hours. All individual movements are anticipated to operate at LoS "D" or better.

The proposed driveway to Regent Street at Winchester Drive is anticipated to operate acceptably with all controlled movements operating at LoS "C" or better during the morning and afternoon peak hours. The two proposed driveways to Regent Street south of Waterford Mills Parkway are also anticipated to operate acceptably with all controlled movements operating at LoS "B" or better during the morning and afternoon peak hours.

The future (2032) traffic volumes at the proposed driveways show auxiliary lanes should be considered at several locations based on INDOT's guidelines as follows:

- A southbound right-turn lane should be considered at the proposed driveway to Dierdorff Road.
- A westbound right-turn lane should be considered at the proposed driveway to Waterford Mills Parkway.
- A southbound left-turn lane should be considered at the proposed driveway to Regent Street.

The future (2032) signal warrant analyses show the following intersections would meet the minimum volume thresholds to consider the installation of a traffic signal.

- The Dierdorff Road/Proposed Driveway (Fairways Drive) intersection is anticipated to meet 8 of the required 8 hours for Criteria 1, Condition A. Six of the required 4 hours are met for Criteria 2.
- The Waterford Mills Parkway/Proposed Driveway (Edison Drive) intersection is anticipated to meet 13 of the required 8 hours for Criteria 1, Condition A. Criteria 1, Condition B and Criteria 2 are also met at this intersection.
- The Waterford Mills Parkway/Regent Street intersection is anticipated to meet 9 of the required 8 hours for Criteria 1, Condition A. Criteria 1, Condition B and Criteria 2 are also met at this intersection. These results consider a 50% right-turn-on-red (RTOR) reduction for the southbound right-turn movement.

5.2 Recommendations

The recommendations listed below would be made to mitigate the impact of the proposed development and improve operations within the study area.

Waterford Mills Parkway at Regent Street

- Traffic volumes at the intersection should be monitored as the development progresses. Future traffic signal warrant analyses based on actual traffic volumes would be recommended to determine when/if a traffic signal should be installed at the intersection.
- The operation of this intersection, particularly the northbound approach, will depend on the timing of the portion of the development on the southwest corner of the intersection and the residential development on the south side of County Road 40. A traffic impact study for the residential site south of County Road 40 should be required when development plans are proposed.
- An updated traffic analysis, including signal warrants, would be recommended at the intersection based on new traffic volumes and updated site plan information once construction commences on the 11.2 acre site on the southwest corner. This analysis would aid in determining the potential timing for installing a new traffic signal at the intersection.

Dierdorff Road at Proposed Driveway (Fairways Drive)

- A southbound right-turn lane should be constructed at the proposed driveway. The length of the right-turn lane should be 280 feet based on the recommended deceleration distance for a design speed of 35 mph. Additional turn lane length for vehicle storage would not be recommended as the 95th percentile queue is anticipated to be less than one vehicle.
- The eastbound approach should include a separate 150-foot left-turn lane and a shared thru/right-turn lane.
- Traffic volumes at the intersection should be monitored as the development progresses. Future traffic signal warrant analyses based on actual traffic volumes would be recommended to determine when/if a traffic signal should be installed at the intersection.

Waterford Mills Parkway at Proposed Driveway (Edison Drive)

- A westbound right-turn lane should be constructed at the proposed driveway. The length of the right-turn lane should be 430 feet based on the recommended deceleration distance for a design speed of 45 mph. Additional turn lane length for vehicle storage would not be recommended as the 95th percentile queue is anticipated to be less than one vehicle.
- The southbound approach should include a separate 150-foot left-turn lane and a shared thru/right-turn lane.
- Traffic volumes at the intersection should be monitored as the development progresses. Future traffic signal warrant analyses based on actual traffic volumes would be recommended to determine when/if a traffic signal should be installed at the intersection.

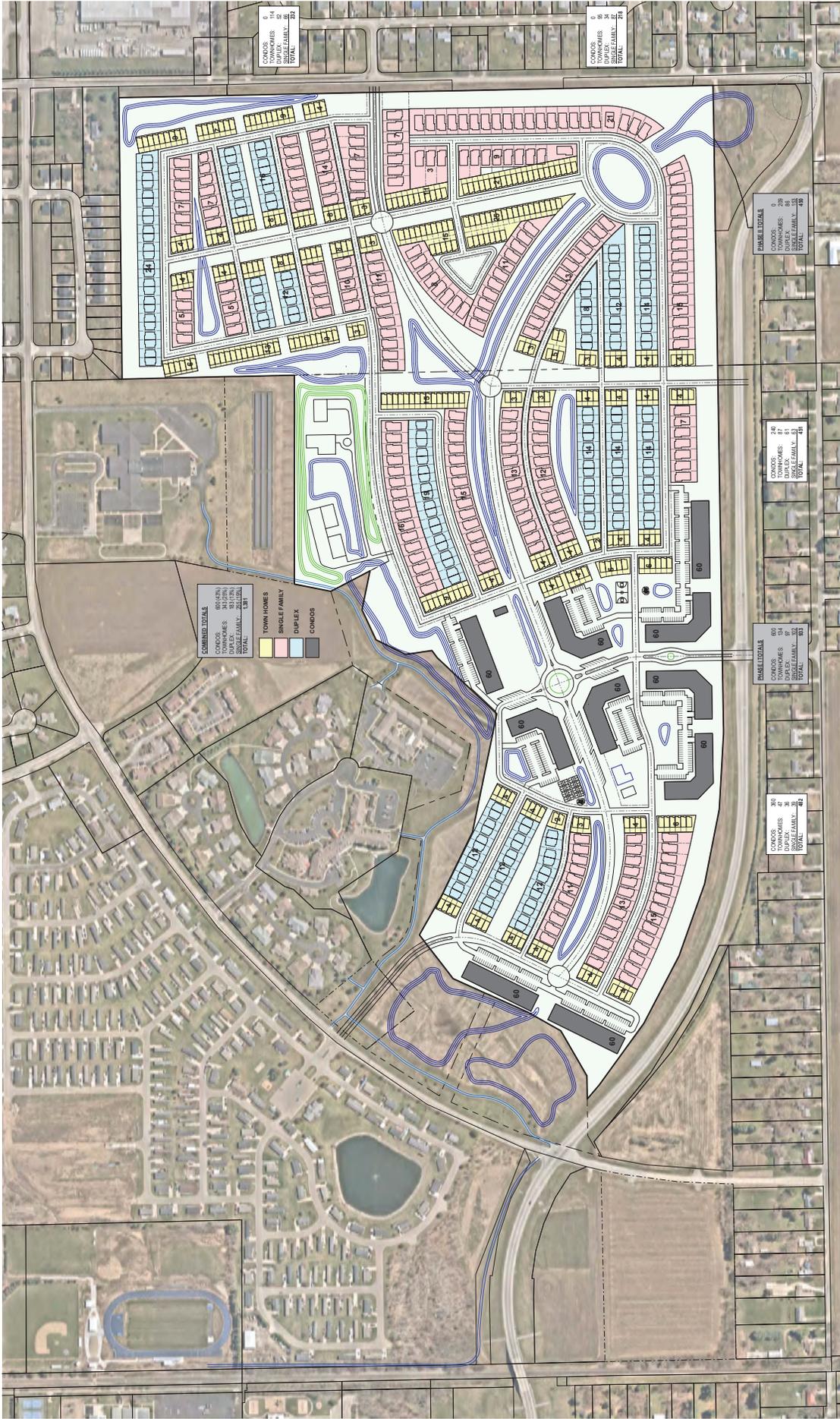
Regent Street at Proposed Driveway (Winchester Drive)

- A southbound left-turn lane should be constructed at the proposed driveway. As Regent Street is a lower volume urban collector roadway, providing deceleration within the turn lane is not recommended. Therefore, a 100-foot long left-turn lane would be recommended at this intersection.
- The westbound approach should include a separate 100-foot left-turn lane and a shared thru/right-turn lane.

Regent Street at Proposed North and South Driveways

- The eastbound approaches at both driveways should include a single lane approach.

Appendix A. Site Plan



SITE PLAN - DENSITY B2
MASTER PLAN STUDY
 01.05.2023
 COMPANY: ABC ARCHITECTURE INC.



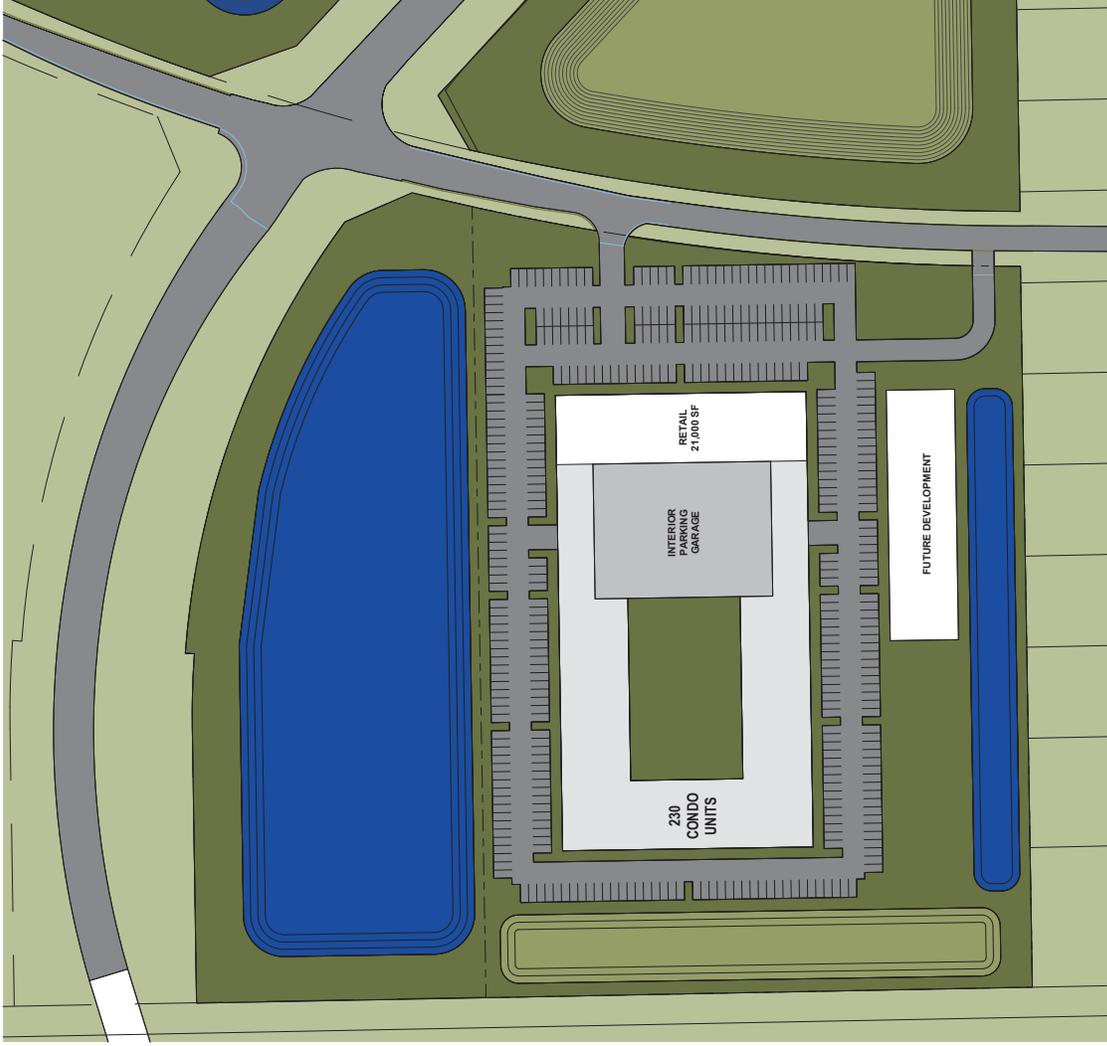
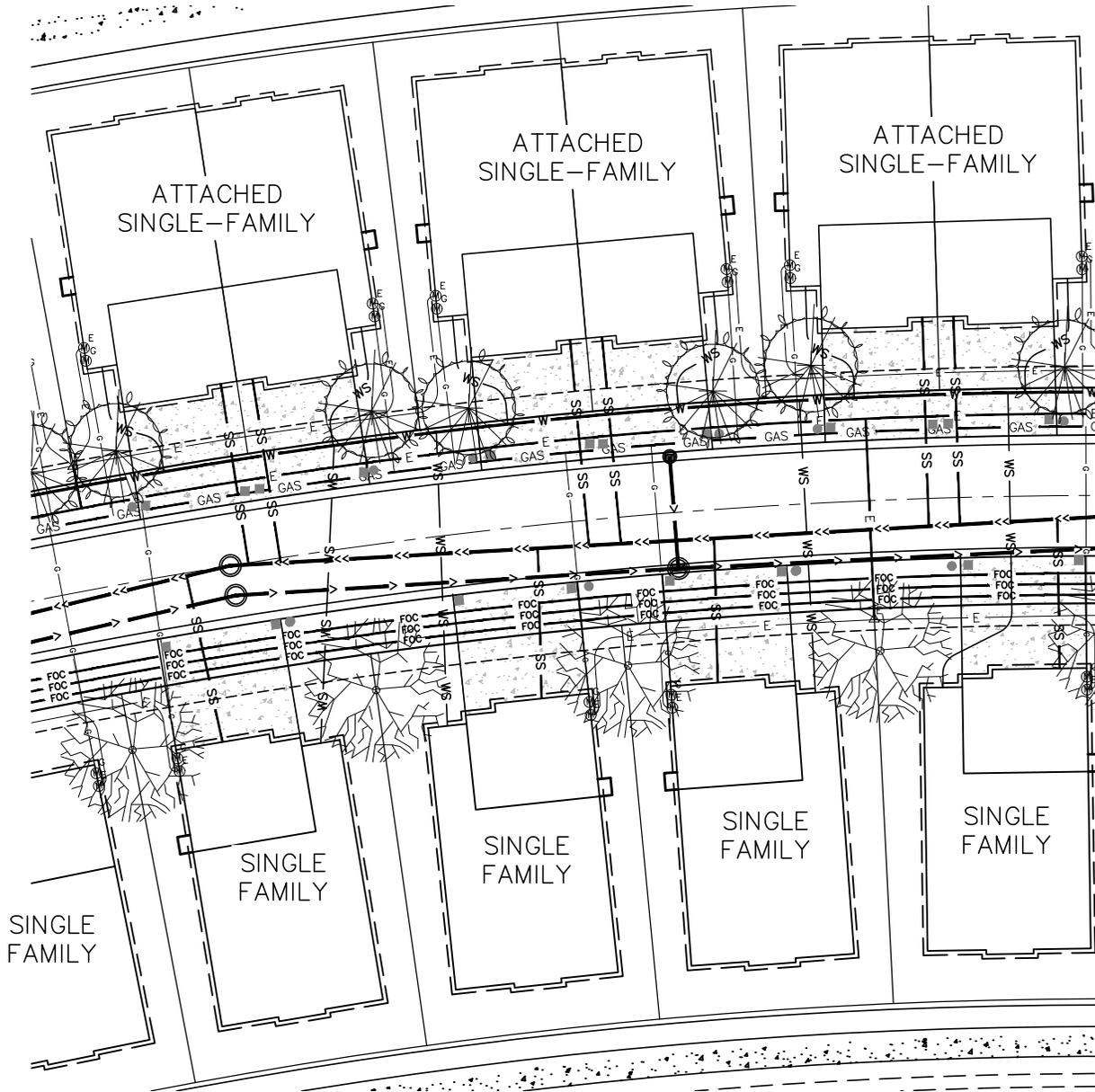


EXHIBIT I
Typical Utility Lot Layout Plans

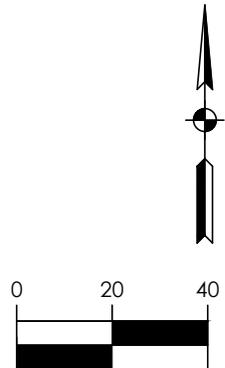
TYPICAL HOME UTILITY LAYOUT



LEGEND

- | | | | |
|-------|-----------------------|---|----------------------|
| —W— | WATER MAIN | ⚡ | ELECTRIC TRANSFORMER |
| —WS— | WATER SERVICE | ● | MAILBOX |
| —SS— | SANITARY SEWER MAIN | ■ | TRASH/RECYCLING BIN |
| —SS— | SANITARY SERVICE | ⊗ | GAS METER |
| —S— | STORM SEWER MAIN | ⊗ | ELECTRIC METER |
| —E— | ELECTRIC MAIN CONDUIT | □ | LIGHT POLE |
| —E— | ELECTRIC SERVICE | ⊗ | CURB INLET |
| —GAS— | GAS MAIN CONDUIT | ⊗ | MANHOLE |
| —G— | GAS SERVICE | ⊗ | |
| —FOC— | FIBER OPTIC CONDUIT | ⊗ | |
| | | ⊗ | ORNAMENTAL TREE |
| | | ⊗ | SHADE TREE |

NOTE:
 Per Correspondence with NIPSCO, gas and electrical services can be installed with 24" min separation, and 18" min. from Buildings



SCALE: 1" = 40'
 BAR SCALE IN FEET

PROJECT: CHERRY CREEK WATERFORD COMMONS

PROJECT LOCATION:
 S 1/2 SEC. 27-T36N-R6E, CITY OF GOSHEN, ELKHART
 TOWNSHIP, ELKHART COUNTY, INDIANA

DATE OF FIELDWORK: N/A

FIELDBOOK: N/A

REVIEWED BY: BEM

SCALE: 1" = 40'

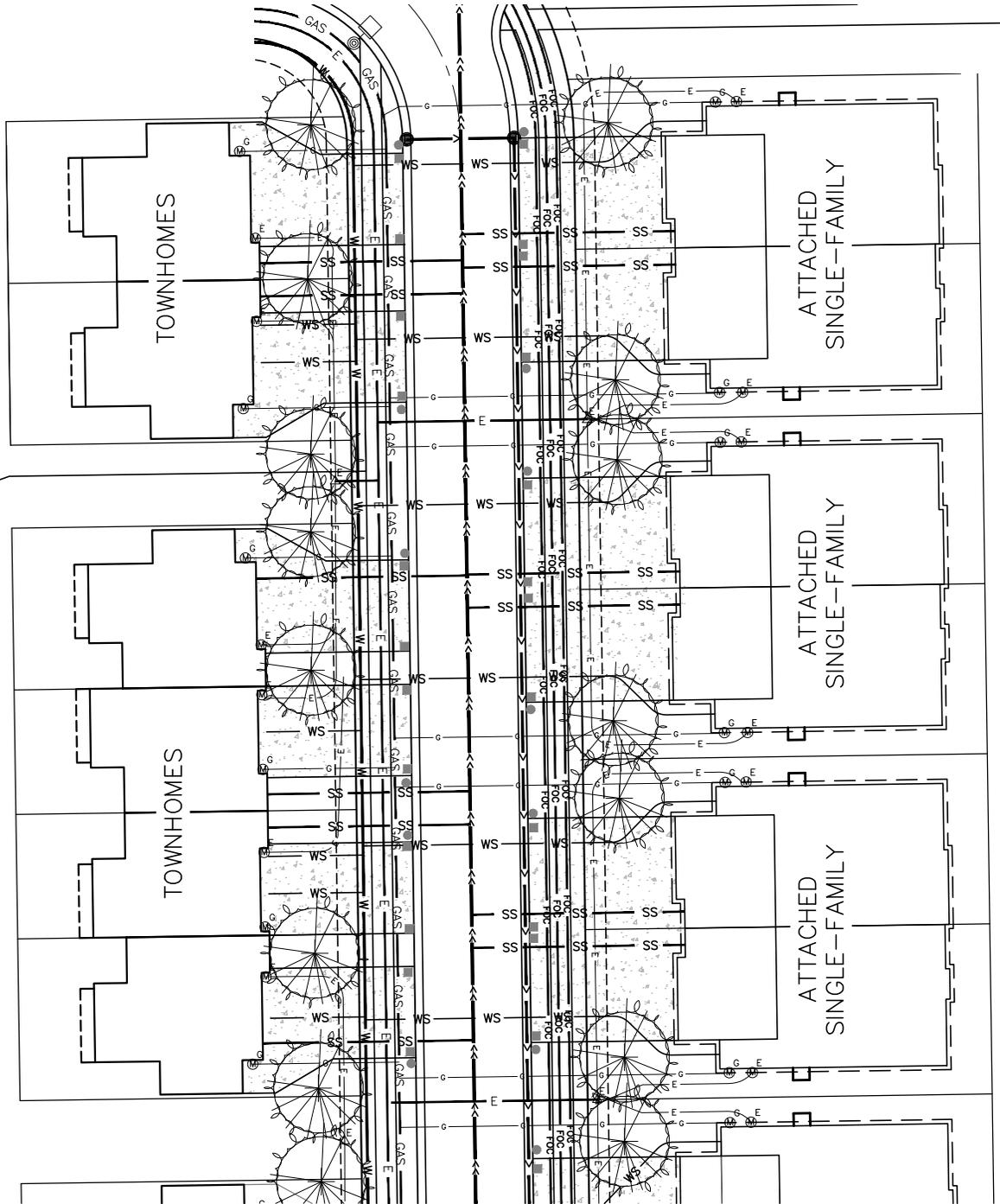
DATE: 05/02/2023

DRAWN BY: KG

SECTION: 27-T36N-R6E

SHEET 1 OF 2

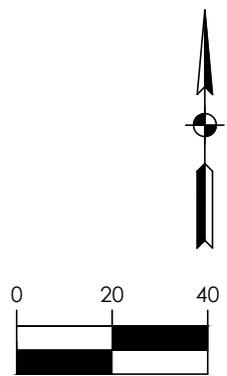
TYPICAL HOME UTILITY LAYOUT



LEGEND

- W WATER MAIN
- WS WATER SERVICE
- SS SANITARY SEWER MAIN
- SS SANITARY SERVICE
- SSM STORM SEWER MAIN
- SSM STORM SEWER SERVICE
- E ELECTRIC MAIN CONDUIT
- E ELECTRIC SERVICE
- GAS GAS MAIN CONDUIT
- GAS GAS SERVICE
- FOC FIBER OPTIC CONDUIT
- ELECTRIC TRANSFORMER
- MAILBOX
- TRASH/RECYCLING BIN
- GAS METER
- ELECTRIC METER
- LIGHT POLE
- CURB INLET
- MANHOLE
- ORNAMENTAL TREE
- SHADE TREE

NOTE:
 Per Correspondence with NIPSCO, gas and electrical services can be installed with 24" min separation, and 18" min. from Buildings



SCALE: 1" = 40'
 BAR SCALE IN FEET

PROJECT: CHERRY CREEK WATERFORD COMMONS

PROJECT LOCATION:
 S 1/2 SEC. 27-T36N-R6E, CITY OF GOSHEN, ELKHART
 TOWNSHIP, ELKHART COUNTY, INDIANA

DATE OF FIELDWORK: N/A

FIELDBOOK: N/A

REVIEWED BY: BEM

SCALE: 1" = 40'

DATE: 05/02/2023

DRAWN BY: KG

SECTION: 27-T36N-R6E

SHEET 2 OF 2

EXHIBIT J
Desired Land Transfer Map

- TRACT #1A - CITY OF GOSHEN TO RETAIN OWNERSHIP 8.26± ACRES
- TRACT #1B - CITY OF GOSHEN TO RETAIN OWNERSHIP 7.57± ACRES
- TRACT #1C - CITY OF GOSHEN TO RETAIN OWNERSHIP 7.04± ACRES
- TRACT #2A - CITY OF GOSHEN OWNERSHIP TO CHERRY CREEK 7.01± ACRES
- TRACT #2B - CITY TO GOSHEN OWNERSHIP TO CHERRY CREEK 0.17± ACRES
- TRACT #3A - CHERRY CREEK OWNERSHIP TO CITY OF GOSHEN 1.07± ACRES

