



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**4:00 p.m., May 1, 2025**

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

*To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>*

### **Call to Order by Mayor Gina Leichty**

**Approval of Minutes:** April 24, 2025 Regular Meeting

### **Approval of Agenda**

- 1) Fire Department request:** Approve the partial closure of five downtown streets for the Memorial Day Parade (Monday, May 26, 2025)
- 2) Jeanette Post request:** Approve closure of the alley in the 600 block of South Third Street, from noon to 6 p.m. on May 24, 2025, to safely hold a graduation open house
- 3) Center for Healing & Hope request:** Approve the use of a City parking lot for the annual Festival of Hope, July 26, 2025
- 4) Lacasa request:** Approve the placement of a temporary roll-off dumpster in four spaces in the public lot to the east of The Shoots Apartments, 112 E Lincoln Ave., May 5 through Oct. 1, 2025, with no dumpster present at times and the reopening of the parking spots
- 5) Goshen College request:** Approve the closure of Kenwood Place for a campus-wide block party, from 12 p.m. until 9 p.m., on May 6, 2025
- 6) Planning Department request:** Accept the subdivision plats for The Crossing Second and The Crossing Third, with dedications and easements, and to release an existing utility easement from the first plat, The Crossing, Plat Book 32, Page 37, as shown on The Crossing Third Sheet 1.
- 7) Water & Sewer Office request:** Move \$4,404.21 in uncollected finaled accounts from active to collection, sewer liens and write offs
- 8) Engineering Department request:** Approve the agreement with Square 1 Excavating and authorize Dustin Sailor to execute Square 1 Excavating's proposal for \$4,332.00 to upgrade the existing 18-inch A-2000 storm sewer pipe to RCP pipe



**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



## **BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**

### **MINUTES OF THE APRIL 24, 2025 REGULAR MEETING**

*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

**Absent:** None

**CALL TO ORDER:** Mayor Leichty called the meeting to order at 4:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the April 17, 2025 Claims Meeting as prepared by Clerk-Treasurer Aguirre. Board member Orv Myers made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Myers made a motion to approve the agenda as presented. Board member Nichols seconded the motion. The motion passed 5-0.

#### **1) Opening and reading of bids: For the North Goshen Neighborhoods Water Line & Utility Improvements project and refer the bids to the Engineering Department**

The Clerk-Treasurer's Office received bids from contractors for the North Goshen Neighborhoods Water Line & Utility Improvements project. Bids could be delivered as late as April 24, 2025 until 3:45 p.m. to the Clerk-Treasurer's Office or until 4 p.m. to the City Court Room/Council Chambers. The City Engineering Department asked that the Board open the bids at today's meeting.

Mayor Leichty asked if there are any additional bids to be submitted to the Board. There were not. The Mayor then announced that the following bids were received:

- C&E Excavating, Inc., Elkhart, IN: \$16,573,610.00
- Niblock Excavating, Bristol, IN: \$9,950,476.70

Myers/Nichols made a motion to forward all contractor bids to the City Engineer Department for review. The motion passed 5-0.

#### **2) Legal Department request: Approve and authorize the Mayor to execute the agreement with the Grounds Guys for the maintenance of the downtown fountain for the 2025 season for \$1,960**

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with The Grounds Guys for the maintenance of the downtown fountain for the 2025 season. The Grounds Guys will be paid \$1,960 for their services.

**Services will include the following:** bi-weekly maintenance with 14 visits; maintain operation of filters, pump, water levels; empty skimmer and/or intake bay; check pump intake for proper flow; trim spent plant blooms and dead-head plants; position and test lighting; calibrate and maintain automatic dosing system and water treatments for the season; cleaning out the pond and fountain, start up in spring and winterize pond and fountain in the fall.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute the agreement with Ground Guys for the maintenance of the downtown fountain for the 2025 season at a cost of \$1,960. The motion passed 5-0.

#### **3) Legal Department request: Approve the lease agreement with Horizon Educational Alliance Inc for the second floor of 124 East Washington Street, and authorize the Mayor to execute the agreement**



**City Attorney Bodie Stegelmann** told the Board that the City currently leases office space to Horizon Education Alliance, Inc. on the second floor of 124 East Washington Street.

**Stegelmann** said the parties want to extend the lease pursuant to the draft lease agreement provided with this memorandum. He said the terms of the lease would remain substantially similar to the current lease, except the monthly rental amount would increase by 3% per year.

**Myers/Nichols made a motion to approve the lease agreement with Horizon Educational Alliance Inc for the second floor of 124 East Washington Street, and authorize Mayor Leichty to execute the lease agreement. The motion passed 5-0.**

**4) Legal Department request: Approve and authorize the Mayor Leichty to execute the agreement with PropertyRoom.com for its Portables and Haul Away asset disposition services on an as-needed basis with all fees paid with proceeds of auctioned items**

**City Attorney Bodie Stegelmann** told the Board that the City Police Evidence Office is responsible for the storage and management of over 60,000 items. Part of managing these items is proper disposal when deemed appropriate and necessary.

**Stegelmann** indicated that the asset disposition process requires Evidence personnel to spend time and documentation maintaining detailed records from intake to disposal. While many items get released back to their owners, there are some that can be auctioned. Stegelmann said auctioning items does allow the City to receive the proceeds, it does increase the Evidence personnel's work load significantly.

**Stegelmann** said Goshen Police Department would like to contract with PropertyRoom.com for its Asset Disposition Services to alleviate some of this workload. PropertyRoom.com would repair, evaluate, document, photograph, and auction items on behalf of the City, reducing the City's costs and resources.

Firearms and munitions are not part the agreement. The cost to City will come out of the proceeds of the items and the City will use PropertyRoom.com's services on an as-needed basis with no monthly or annually charged fees.

Fee	Portables Auction Services	Haul Away Auction Services
Success Fee	50% for fist \$1000 and 25% of winning bid amount if any, ove\$1,000.	12% of Winning Bid
Payment Processing Costs	3% of sales price	3% of sales price

*\* Auctioned items may be subject to additional fees that include shipping, towing, fuel surcharges, de-identification and/or decal removal fees.*

**Stegelmann** recommended that the Board approve and authorize Mayor Leichty to execute the agreement with PropertyRoom.com for its Portables and Haul Away asset disposition services on an as-needed basis with all fees paid with proceeds of auctioned items.

**Mayor Leichty** asked whether the City could also use this agreement to dispose of surplus computer equipment, including that with sensitive information that would first need to be removed.

**Maria Rodriguez**, a Police Evidence Technician, said he believed use PropertyRoom.com has the capability to erase sensitive information and dispose of computer equipment, but that a separate agreement would likely have to be negotiated for it to provide that additional service to the City.

**Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute the agreement with PropertyRoom.com for its Portables and Haul Away asset disposition services on an as-needed basis with all fees paid with proceeds of auctioned items. The motion passed 5-0.**



**5) Engineering Department request: Approve the temporary closure of six parking spaces along the south side of Jefferson Street, between Fifth Street and the first alley to the east, from April 28 through Nov. 28, 2025, for use by the City annex's roofing contractor**

**City Director of Public Works & Utilities Dustin Sailor** said that in conjunction with the Annex Re-Roofing project, the City's roofing contractor, E. Lee Construction, has requested the use of six (6) parking spaces along the south side of Jefferson Street, between Fifth Street and the first alley to the east, be reserved for their equipment and storage trailers. Public access into the Annex Building will be directed to the Fifth Street entrance.

**Sailor** said the requested period for the blocked parking spaces is from Monday, April 28 through Friday, Nov. 28, 2025. This period may be shortened or lengthened depending on the project's progress. The project's completion date is set for March 1, 2026.

**Mayor Leichty** asked if the parking spaces would also be closed on weekends or just while work is underway. **Sailor** said equipment will be kept in the parking spaces, so the intent will be to keep the parking spaces closed.

**Board member Landis** asked if the people who normally use those parking spaces have been advised of the closure. **Sailor** said they don't yet know the full extent of the closure and added that the parking areas back behind the building also will be closed.

**Clerk-Treasurer Aguirre** said he knew the annex roof had some leaks and asked if that had been factored into the work the contractor will perform or whether any issues might require additional work. **Sailor** said there will not be a full evaluation of the roof's condition until all of the tiles are removed. He added that's why a contingency was built into the agreement with the contractor to address any unforeseen items.

**Myers/Nichols made a motion to approve the temporary closure of six parking spaces along the south side of Jefferson Street, between Fifth Street and the first alley to the east, from April 28 through Nov. 28, 2025, for use by the City's roofing contractor. The motion passed 5-0.**

**6) Engineering Department request: Approve and authorize the Mayor to sign the indemnity agreement with Milestone Contractors, LP., for use of City real estate and right-of-way as a staging area during INDOT's State Road 15 bridge project**

**City Engineering Project Manager Andrew Lund** said that in order to complete work on the INDOT State Road 15 bridge project, Milestone Contractors requested the use of City property and right-of-way as a temporary staging area. The proposed staging area is north of the Norfolk Southern railroad and west of North Main Street.

**Lund** said he provided for the Board's approval an agreement with Milestone Contractors to use this City property and right-of-way until the end of the State Road 15 project, and no later than Dec. 31, 2025. Milestone Contractors will be responsible for restoring the staging area to its current condition following the project.

**Myers/Nichols made a motion to approve and authorize the Mayor to sign the indemnity agreement with Milestone Contractors, LP., for use of City real estate and right-of-way as a staging area during INDOT's State Road 15 bridge project. The motion passed 5-0.**

**7) Engineering Department request: Approve and authorize the Mayor to sign the Agreement Amendment with Cultivate Geospatial for Professional Engineering On-Call Consulting Services for the Geographic Information System (GIS) and authorize the Mayor to sign Task Orders**

**City Director of Public Works & Utilities Dustin Sailor** said the Engineering Department was seeking to renew its on-call services agreement with Cultivate Geospatial for Geographic Information Systems (GIS) support services.

**Sailor** said this subscription-based service Agreement would purchase 50 hours of service at a cost of \$10,000. He said work will be directed primarily by the GIS Coordinator using Task Orders authorized by the Mayor.



Last year, **Sailor** said Cultivate assisted with two ArcGIS Enterprise server updates, advised on industry trends and system architecture, helped trouble shoot during system disruptions, created a workflow for quickly posting user accessible drone imagery, made print services for use in the City's online environment, and helped develop a methodology for scoring sidewalk segments based on walk times from points of interest.

**Sailor** said 123 hours were used of the originally purchased 150 hours of service; remaining hours will roll over to this contract term. He added that service hours this year will be used primarily for the development of system health monitoring tools, additional system upgrades, and general advising on best practices.

**Myers/Nichols made a motion to approve and authorize the Mayor to sign the agreement amendment with Cultivate Geospatial for Professional Engineering On-Call Consulting Services for the Geographic Information System (GIS) and authorize the Mayor to sign Task Orders. The motion passed 5-0.**

**8) Engineering Department request: Approve Change Order No. 6 for the County Courts Consolidated Roadway Improvements for a concrete color additive and the temporary epoxy striping that was installed, for a \$12,994.86 increase**

**City Director of Public Works & Utilities Dustin Sailor** said he was providing Change Order No. 6 for the County Courts Consolidation Roadway Improvements project.

**Sailor** said temporary epoxy striping was necessary during the colder months until conditions allowed permanent striping to be installed as designed. A change order amount of \$2,442.36 covers the cost for the unanticipated work. At the roundabout it was highly recommended that a colored concrete border be installed as a visual indicator. A change order amount for \$10,522.50 is needed for the material and cleanup.

**Sailor** said the original contract amount was \$4,165,762.30. The concrete color additive and temporary epoxy striping will increase the contract by \$12,994.86, for a revised contract amount of \$4,270,817.78. With approval of these changes, the total project cost will have been amended by 2.52%.

**Mayor Leichty** jokingly asked if placing a color band around the roundabout would stop people from complaining about roundabouts. **Sailor** responded, "I doubt that. It may help them from jumping through the roundabout." The **Mayor** said, "Excellent. Good enough."

**Myers/Nichols made a motion to approve Change Order No. 6 for the concrete color additive and the temporary epoxy striping that was installed for an increase of \$12,994.86. The motion passed 5-0.**

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**

**Mayor Leichty** opened Privilege of the Floor at 4:17 p.m. There were no public comments.

**APPROVAL OF CIVIL & UTILITY CLAIMS**

**Mayor Leichty** made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member **Nichols** seconded the motion. The motion passed 5-0.

**ADJOURNMENT**

**Mayor Leichty** adjourned the meeting at 4:17 p.m.



**APPROVED:**

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**Mayor Gina Leichty**

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**Mike Landis, Member**

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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, Clerk-Treasurer**





**ANTHONY D. POWELL**

FIRE CHIEF

CITY OF GOSHEN

209 N. 3<sup>rd</sup> Street Goshen, Indiana 46526

Phone (574) 537-3853

Cell (574) 596-0940

Fax (574) 533-7263

[anthonypowell@goshencity.com](mailto:anthonypowell@goshencity.com)

[www.goshenindiana.org](http://www.goshenindiana.org)

**May 1, 2025**

**To:** The Board of Works and Public Safety

**RE:** Memorial Day Parade

**From:** Fire Chief Anthony Powell

On behalf of the VFW and the DAV, I would like to request permission for the annual Memorial Day Parade on **Monday, May 26, 2025**. The parade will begin between **10:00 – 10:15 a.m.**

Our parade route will remain the same as in previous years, starting on **Jefferson Street at the police department** and proceeding along **Main – Pike – N. First – to Oakridge Cemetery**.

Additionally, I would like to request the temporary closure of the following streets for the staging of vehicles and apparatus for the parade:

- **100 and 200 blocks of E. Jefferson Street**
- **S. 5th Street between Washington and Madison Street**

Thank you for your time and consideration.

Sincerely,

**Chief Anthony Powell**  
Goshen Fire Department





**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

[richardaguirre@goshencity.com](mailto:richardaguirre@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

**To:** City of Goshen Board of Public Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** May 1, 2025  
**Subject:** Request to close alley for graduation open house

**On April 14, 2025, the Clerk-Treasurer's Office received the following request via email:**

My name is Jeanette Post, (620 S 3rd St, Goshen, IN 46526, 574-312-0224) and I would like to request that the Board of Works give permission for my family and I to temporarily close the alley directly adjacent to our property from the hours of 12 p.m.-6 p.m. on May 24, 2025.

Our eldest daughter is celebrating her Goshen High School graduation with an open house, and it would be ideal if traffic were eliminated in such close proximity to our garage, where the party will be held. I have spoken to our neighbors on the opposite side of the alley, Jesse and Amanda Sensenig, and they have given me verbal permission.

Attached is the written proposal, signed by my neighbors. I would request two barricades, one for each end of our property. I will plan on attending the May 1st meeting at 4:00.

Thank you!

**Jeanette Post**  
**620 S 3rd St, Goshen, IN 46526**



Proposed placement of barricades on 4/24/2025 between the hours of 12:00 pm and 6 pm.

Dear neighbors,

David and I would like to ask your permission to temporarily place a barricade at the end of our driveway, crossing the alley, to eliminate traffic through the alley directly next to our house and yard during Nora's Graduation Open House which will be taking place during the hours of 12:00 pm to 6:00 pm on Saturday May 24, 2025. If you are in agreement with this, please sign below, and I will present this to the Goshen Board of Works at an upcoming Thursday meeting. Thank you for considering!

Jesse & Amanda Sensenig (622 S. 3<sup>rd</sup>)

*Amanda Sensenig*

Brad & Leah Hunsberger (621 Emerson)

*Leah Hunsberger*

Terry & Fran Bunn (619 Emerson)

*Fran Bunn*

April 3<sup>RD</sup>, 2025

To: Goshen Board of Public Works

From: Center for Healing & Hope

**Request for use of portion of City Parking Lot at 315 W. Washington for Festival of Hope**

To the Board of Public Works,

Center for Healing & Hope (CHH) would like to submit a request to use the easternmost portion of the city parking lot located just north of Goshen Brewing Company at 315 W. Washington (map attached). Use of the lot is for CHH's 5<sup>th</sup> annual Festival of Hope. We've held this event at this same location for the past three years with great success. Festival of Hope is a free community event and fundraiser for CHH. **Additional event details can be found at <https://chhclinics.org/festival-of-hope/>**

**Date of Event:** Saturday, July 26<sup>th</sup>

**Time of Event:** 5pm-9pm

**When do you want to start the lot closure?** Saturday, July 26<sup>th</sup> at 12am (setup begins at 8am)

**When do you want the lot closure to end?** Saturday, July 26<sup>th</sup> at 11pm

**Why do we want to close this portion of the lot?** We will host multiple vendors with 10x10 tents, three food trucks, and set up children's activities. The closure will allow for guests to safely access the space by foot.

**Affected Groups:** **Goshen Brewing Company** – GBCo. is the host partner of the event and I'm working closely with Jesse Sensenig on the details; **Interra Credit Union** – I have spoken with Ellen Meihofer. They support this event and will offer their parking lot for attendee parking; **Goshen Farmers Market** – Jo Ellen Davis sees no conflict with our use of the space; **Snyder Paints** – they will be closed before the event begins and owner Greg Smucker has no issue with guests parking in their spaces during the event.

**Do we require any barricades?** I've requested barricades and "no parking July 26" signs for the orange coned off area on the attached layout. Barricades may be dropped off on Friday, July 25<sup>th</sup> and Center for Healing & Hope will erect and take down the barriers according to the lot closure schedule. David Gibbs from the Street Department agreed to provide the signs and barricades once the Board of Public Works approves this request.

**Will we require use of city power?** We would like to request the ability to access the city owned electrical outlets at the north end of the lot to power a blower for a bounce house.

**Are there any other events happening in the area on this date?** July 26<sup>th</sup> is the last day of the fair. There are no other major events in the immediate area to our knowledge.

I am happy to answer any questions you may have. Thank you for your consideration and support.

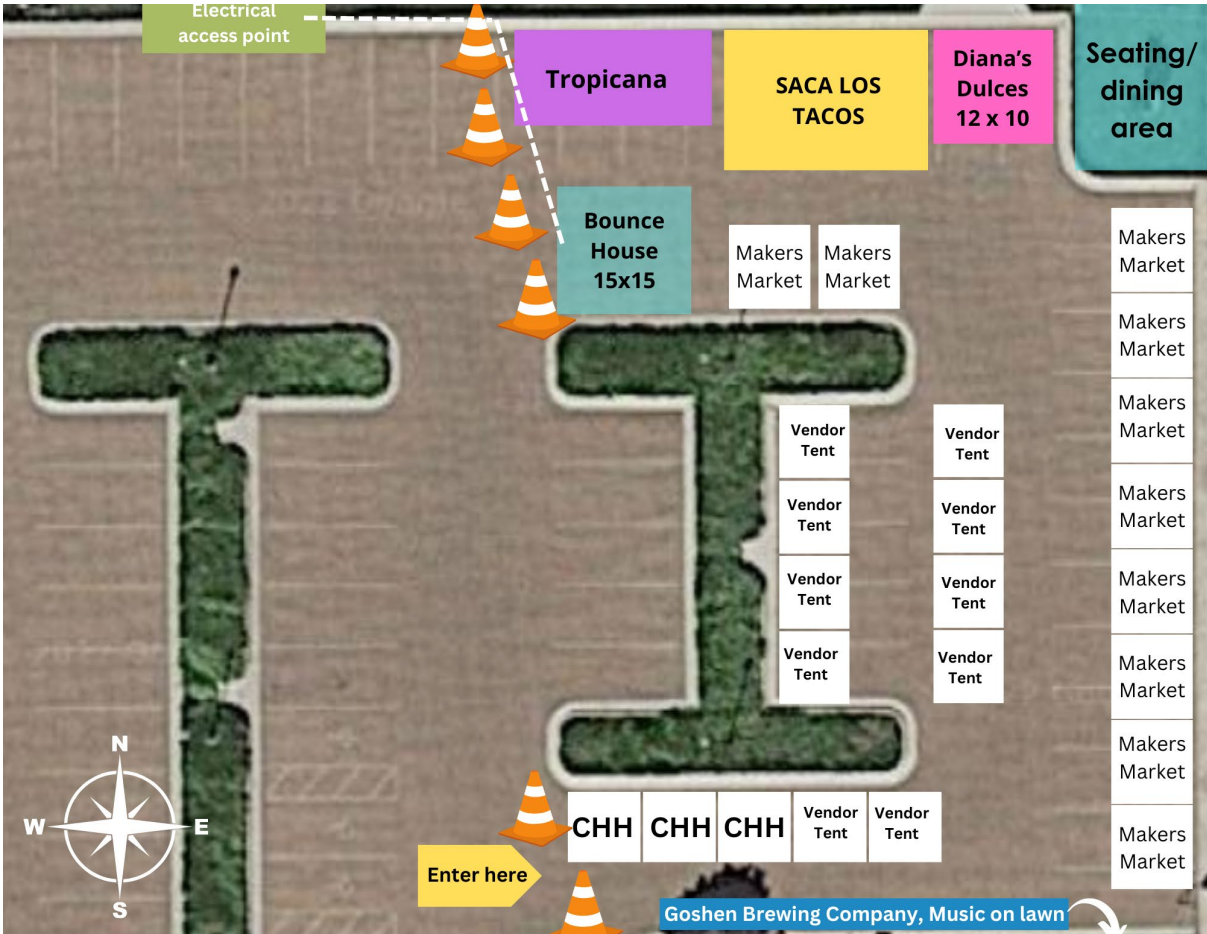


Daniel Tackett – Director of Marketing and Development

[dtackett@chhclinics.org](mailto:dtackett@chhclinics.org) | 574-534-4744 ext. 202



MAPS of affected area





April 25, 2025

To the Goshen City Board of Works,

Lacasa, Inc. is applying to temporarily place a roll-off dumpster in the public parking to the east of The Shoots Apartments at 112 E Lincoln Ave. We are asking for permission to have a dumpster placed in the city parking lot taking up 4 parking spaces, as shown on the attached satellite view. We would want to place the dumpster starting Monday May 5<sup>th</sup> 2025, and have it there through October 1, 2025 with some times wherein there is no dumpster present and we re-open the parking spots.

I was able to get permission from the Goshen News to utilize their parking lot for the incidental uses throughout the project like parking of lifts in the evening and dropping of materials from time to time during the project.

We will close the dumpster each evening and clean up all debris/trash from the pathway between the dumpster and the building.

We have notified the adjacent building owners and commercial tenants.

Sincerely,

*Brad Hunsberger*

Brad Hunsberger

V.P. Real Estate Development

Lacasa, Inc.

Lacasa - Goshen  
202 N. Cottage Ave.  
Goshen, IN 46528  
(574) 533-4450

Lacasa - Elkhart  
516 S. Main Street  
Elkhart, IN 46516  
(574) 533-4450





## Shoots Building temp dumpster 112 E. Lincoln Ave., Goshen, IN 46528

Created by: null

 Parcels





Richard Aguirre, City Clerk-Treasurer  
**CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

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**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** April 28, 2025  
**Subject:** Street closure request from Goshen College

***The Clerk-Treasurer received the following request:***

**April 28, 2025**

To: Goshen Board of Public Works  
From: Kevin Schultz, Goshen College Resident Director  
Re: Street closure request for campus block party  
Date: May 6th, 2024

Hello,

My name is Kevin Schultz and I am the Assistant Director for Residence Life at Goshen College. I would like to request a road closure for Kenwood Place. on May 6th from 12 pm until 9 pm. A campus wide "block party" event will occur between Howell House and Kenwood House.

We believe it would be in the best interest of students and community members who attend if the road between the two houses were blocked off. The road closure would also enhance a feeling of cohesion between the two houses, giving the event a true block party feel!

Thank you for your consideration.

Best,

**Kevin Schultz**

Resident Director, Goshen College

[kevints@goshen.edu](mailto:kevints@goshen.edu)



1609

1611

1613

1615

1621

25

1609

Kenwood Pl

Main St (SR 15)

1613

S 8th St



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  
rhondayoder@goshencity.com • www.goshenindiana.org

## MEMORANDUM

To: Board of Public Works & Safety

From: Rhonda L. Yoder, Planning & Zoning Administrator

Date: May 1, 2025

RE: The Crossing Second & Third - Acceptance of Plats and Release of Easement

The final two sections of The Crossing residential subdivision have been submitted, The Crossing Second and The Crossing Third, with a total of 64 lots for attached single unit residential development, zoned Residential R-3PUD (Planned Unit Development).

The final subdivision sections meet the Zoning and Subdivision Ordinance and Crossing PUD requirements.

A subdivision drainage plan was accepted by the Board of Works on October 31, 2024.

The developer opted to proceed with infrastructure construction (water, sewer, streets, etc.) without posting a performance bond/surety, which requires infrastructure construction to be completed and accepted for maintenance by the City of Goshen, with the required maintenance bond, before secondary approval may be granted. Secondary approval must be granted and the subdivision plats recorded before house construction may proceed.

Acceptance by the Board of Works precedes secondary approval, so the Board of Works may accept the subdivision plats and Staff will hold for secondary approval until infrastructure construction is completed and accepted for maintenance, as confirmed by Goshen Engineering.

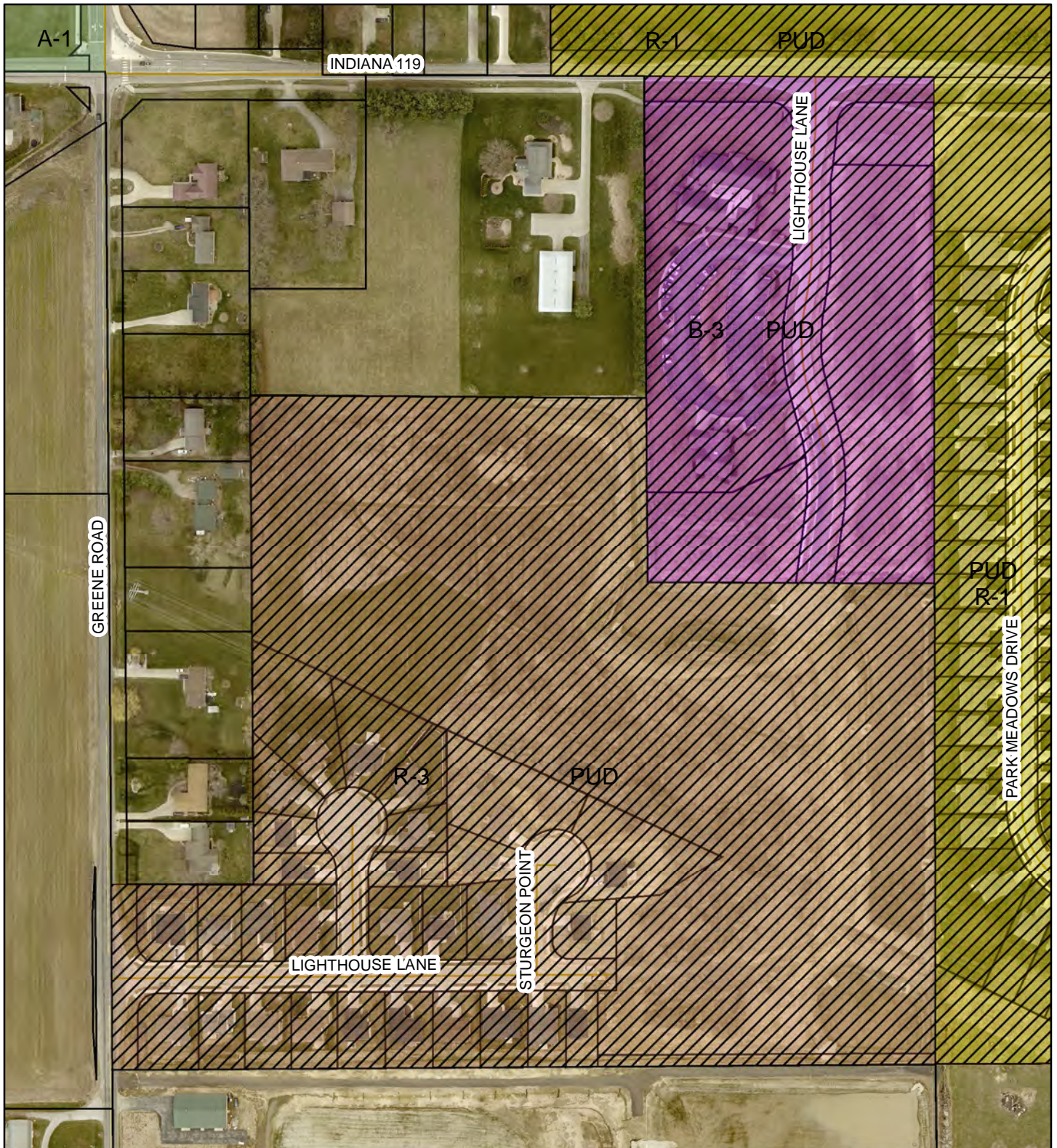
The Crossing Second and Third include Common Areas to be owned and maintained by a Homeowner Association (HOA), and conditions agreed to by the developer related to the HOA ownership of the Common Areas include that all HOA documents shall be provided to the City of Goshen, and the recorded HOA deed taking title to the Common Areas must be provided to the City of Goshen before the first Certificate of Occupancy is issued in each section.

The two plats include dedication of right of way, for the extension and connection of Lighthouse Lane, and for new streets of Big Sable Point and Pentwater Place, along with a number of easements. The Crossing Third also includes release of an existing utility easement from the first plat, The Crossing, Plat Book 32, Page 37, as shown on Sheet 1, that is being relocated, and Board of Works action will include release of this easement.

Please accept The Crossing Second and The Crossing Third subdivision plats with dedications and easements, and release an existing utility easement from the first plat, The Crossing, Plat Book 32, Page 37, as shown on The Crossing Third Sheet 1.

**Requested Motion:** Move to accept the subdivision plats for The Crossing Second and The Crossing Third, with dedications and easements, and to release an existing utility easement from the first plat, The Crossing, Plat Book 32, Page 37, as shown on The Crossing Third Sheet 1.





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 = 220 feet

## The Crossing Second & Third

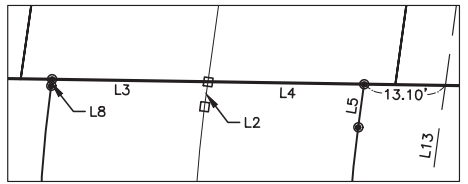
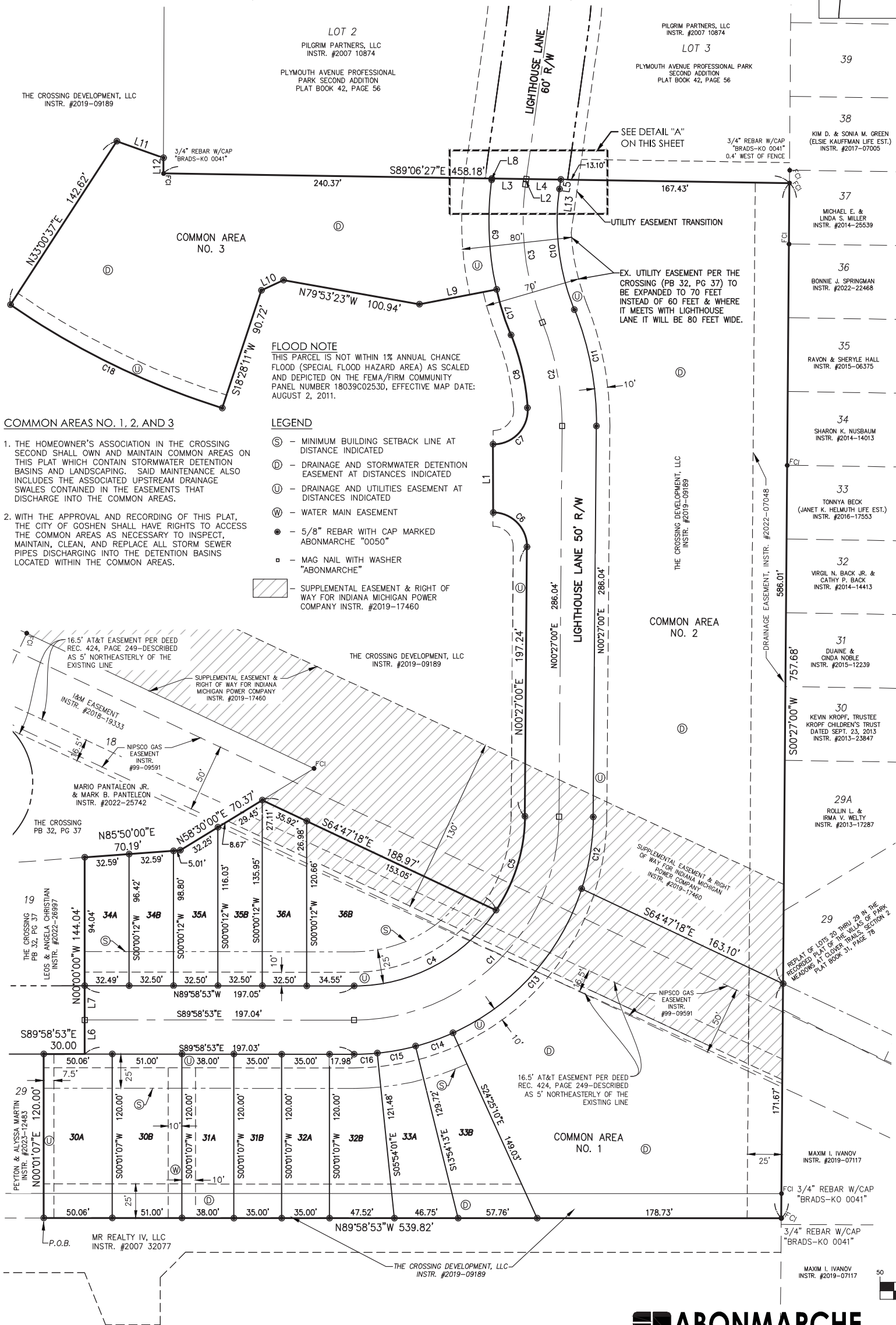
Goshen Zoning Map & 2023 Aerial  
Printed March 4, 2025

## The City of Goshen

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



THE CROSSING SECOND  
A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.  
(SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION & CURVE TABLE)



DETAIL "A"  
N.T.S.

TOTAL AREA
276,052 S.F.
±6.34 ACRES
AREA TO BE DEDICATED AS
RIGHT OF WAY
46,640 S.F.
±1.07 ACRES
AREA IN COMMON AREAS
160,455 S.F.
±3.68 ACRES
AREA IN LOTS
68,957 S.F.
±1.58 ACRES

Area Table

LOT #	SQUARE FEET
30A	6,008
30B	6,120
31A	4,560
31B	4,200
32A	4,200
32B	4,960
33A	4,659
33B	5,778
34A	3,095
34B	3,172
35A	3,454
35B	4,095
36A	4,170
36B	10,486
CA#1	42,476
CA#2	80,742
CA#3	37,237

LINE DATA TABLE

LINE #	BEARING	LENGTH
L1	N0°01'48"W	50.00'
L2	N7°59'12"E	4.05'
L3	S89°06'27"E	25.19'
L4	S89°06'27"E	25.19'
L5	N7°59'12"E	7.03'
L6	N0°00'00"W	25.00'
L7	N0°00'00"E	25.00'
L8	N7°59'12"E	1.08'
L9	S79°04'37"W	57.62'
L10	S64°59'41"W	17.88'
L11	S70°40'26"E	36.33'
L12	S0°13'00"W	11.43'
L13	N7°59'12"E	39.02'

TRANSMISSION LINE NOTE

NO LIGHTS, TREES, BUILDINGS, FENCES, STORAGE SHEDS, SWIMMING POOLS, BASKETBALL COURTS OR TENNIS COURTS, OR OTHER PLAYGROUND EQUIPMENT, SIGNS, OR OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE INDIANA MICHIGAN POWER COMPANY (I&M) DOING BUSINESS AS AMERICAN ELECTRIC POWER (AEP) 130 FOOT EASEMENT AREA.



GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.

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DATE: FEBRUARY, 2025  
SHEET 1 OF 2



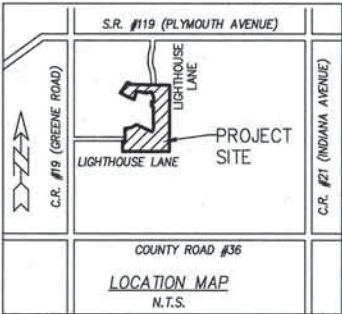
THE CROSSING SECOND

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 29 IN SAID THE CROSSING SUBDIVISION AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 32, PAGE 37; THENCE NORTH 00°01'07" EAST ALONG THE EAST LINE OF SAID LOT 29, A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 29, ALSO BEING A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF LIGHTHOUSE LANE, A FIFTY (50) FOOT WIDE RIGHT OF WAY; THENCE SOUTH 89°58'53" EAST ALONG THE SOUTH LINE OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE, 30.00 FEET TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE; THENCE NORTH 00°00'00" WEST ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE AND THE EAST LINE OF LOT 19 AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID THE CROSSING, 144.04 FEET TO THE NORTHEAST CORNER OF SAID LOT 19; THENCE NORTH 85°50'00" EAST ALONG THE SOUTH LINE OF LOT 18 AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID THE CROSSING, 70.19 FEET TO A REBAR WITH CAP STAMPED ABONMARCHÉ FIRM #0050 MARKING A CORNER OF SAID LOT 18; THENCE NORTH 58°30'00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18, A DISTANCE OF 70.37 FEET TO A REBAR WITH CAP STAMPED ABONMARCHÉ FIRM #0050 AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 18; THENCE SOUTH 64°47'18" EAST, 188.97 FEET TO A REBAR WITH CAP STAMPED ABONMARCHÉ FIRM #0050 AND THE POINT OF CURVATURE OF A 125 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, 72.74 FEET (CHORD BEARING NORTH 17°07'14" EAST, CHORD DISTANCE 71.72) TO THE POINT OF TANGENCY; THENCE NORTH 00°27'00" EAST, 197.24 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, 39.27 FEET (CHORD BEARING NORTH 44°33'00" WEST, CHORD DISTANCE 35.36 FEET) TO THE POINT OF TANGENCY; THENCE NORTH 00°01'48" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, 41.14 FEET (CHORD BEARING NORTH 43°18'30" EAST, CHORD DISTANCE 36.65 FEET) TO THE POINT OF CURVATURE OF A 175.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, 54.81 FEET (CHORD BEARING NORTH 12°48'23" WEST, CHORD DISTANCE 54.59 FEET) TO THE POINT OF REVERSE CURVATURE OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, 35.05 FEET (CHORD BEARING NORTH 17°19'00" WEST, CHORD DISTANCE 35.01 FEET); THENCE SOUTH 79°04'37" WEST, 57.62 FEET; THENCE NORTH 79°53'23" WEST, 100.94 FEET; THENCE SOUTH 64°59'41" WEST, 17.88 FEET; THENCE SOUTH 18°28'11" WEST, 90.72 FEET TO A POINT ON A 575.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, 172.96 FEET (CHORD BEARING NORTH 63°59'09" WEST, CHORD DISTANCE 172.31 FEET); THENCE NORTH 33°00'37" EAST, 142.62 FEET; THENCE SOUTH 70°40'26" EAST, 36.33 FEET TO THE WEST LINE OF LOT 2 IN PLYMOUTH AVENUE PROFESSIONAL PARK SECOND ADDITION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 42, PAGE 56; THENCE SOUTH 00°13'00" WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 11.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89°06'27" EAST ALONG THE SOUTH LINE OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK SECOND ADDITION, 458.18 FEET A REBAR WITH CAP STAMPED BRADS-KO #0041 MARKING THE SOUTHEAST CORNER OF LOT 3 IN SAID PLYMOUTH AVENUE PROFESSIONAL PARK SECOND ADDITION, ALSO BEING A POINT ON THE WEST LINE OF THE PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 35; THENCE SOUTH 00°27'00" WEST ALONG THE WEST LINE OF SAID THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, THE WEST LINE OF THE PLAT OF REPLAT OF LOTS 20 THRU 29 IN THE RECORDED PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 78, AND THE WEST LINE OF A PARCEL OF LAND CONVEYED TO MAXIM L. IVANOV AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2019-07117, 757.68 FEET TO A REBAR WITH CAP STAMPED BRADS-KO #0041 MARKING THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO MR REALTY IV, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007-32077; THENCE NORTH 89°58'53" WEST ALONG THE NORTH LINE OF SAID MR REALTY IV, LLC PARCEL AND THE SOUTH LINE OF THE AFORESAID PLAT OF THE CROSSING, 539.82 FEET TO THE POINT OF BEGINNING CONTAINING 6.34 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.



CURVE TABLE

NUMBER	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	150.00'	234.49'	148.87'	89°34'07"	N45°14'04"E	211.33'
C2	200.00'	77.60'	39.29'	22°13'46"	N10°39'53"W	77.11'
C3	200.00'	102.82'	52.57'	29°27'19"	S7°03'06"E	101.69'
C4	125.00'	122.67'	66.78'	56°13'39"	N61°54'18"E	117.81'
C5	125.00'	72.74'	37.43'	33°20'28"	N17°07'14"E	71.72'
C6	25.00'	39.27'	25.00'	90°00'00"	N44°33'00"W	35.36'
C7	25.00'	41.14'	26.94'	94°17'01"	N43°18'30"E	36.65'
C8	175.00'	54.81'	27.63'	17°56'45"	N12°48'23"W	54.59'
C9	225.00'	80.62'	40.75'	20°31'48"	N2°35'20"W	80.19'
C10	175.00'	89.97'	46.00'	29°27'19"	S7°03'06"E	88.98'
C11	225.00'	87.29'	44.20'	22°13'46"	N10°39'53"W	86.75'
C12	175.00'	53.48'	26.95'	17°30'32"	N9°12'16"E	53.27'
C13	175.00'	145.45'	77.22'	47°37'18"	N41°46'11"E	141.30'
C14	175.00'	29.04'	14.55'	9°30'27"	N70°20'03"E	29.01'
C15	175.00'	28.55'	14.31'	9°20'52"	N79°45'43"E	28.52'
C16	175.00'	17.05'	8.53'	5°34'59"	N87°13'38"E	17.05'
C17	225.00'	35.05'	17.56'	8°55'32"	N17°19'00"W	35.01'
C18	575.00'	172.96'	87.14'	17°14'05"	N63°59'09"W	172.31'

ACCEPTANCE OF DEDICATION

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

DAY OF , 20.

MAYOR GINA LEICHTY

MICHAEL A. LANDIS

ORV MYERS

BARB SWARTLEY

MARY NICHOLS

PLAN COMMISSION STAFF APPROVAL

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

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

DAY OF , 20.

RHONDA YODER  
ZONING ADMINISTRATOR

DEED OF DEDICATION

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

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS THE CROSSING SECOND.

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

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

THE CROSSING DEVELOPMENT, LLC

NIR DAVISON, MEMBER

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:  
COUNTY OF ELKHART)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME NIR DAVISON, MEMBER ON BEHALF OF THE CROSSING DEVELOPMENT, LLC AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS DAY OF , 20.

APRIL 12, 2030

NOTARY SIGNATURE

MY COMMISSION EXPIRES

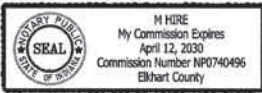
RESIDENT OF ELKHART COUNTY, INDIANA

M. HIRE

NP0740496

NOTARY PRINTED NAME

COMMISSION NUMBER



AUDITOR

DULY ENTERED FOR TAXATION THIS DAY OF

20, ELKHART COUNTY AUDITOR.

PATRICIA A. PICKENS

RECORDER

RECEIVED FOR RECORD THIS DAY OF

20 AT AND RECORDED IN PLAT BOOK PAGE

LEE: ELKHART COUNTY RECORDER

KAALA BAKER

STATEMENT OF UTILITIES

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

CITY OF GOSHEN, INDIANA  
DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA'S MUNICIPAL SEPARATE STORM SEWER SYSTEM GENERAL PERMIT (INR040000). THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

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

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

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

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

JOB NO.: 18-1435  
DATE: FEBRUARY, 2025  
SHEET 2 OF 2

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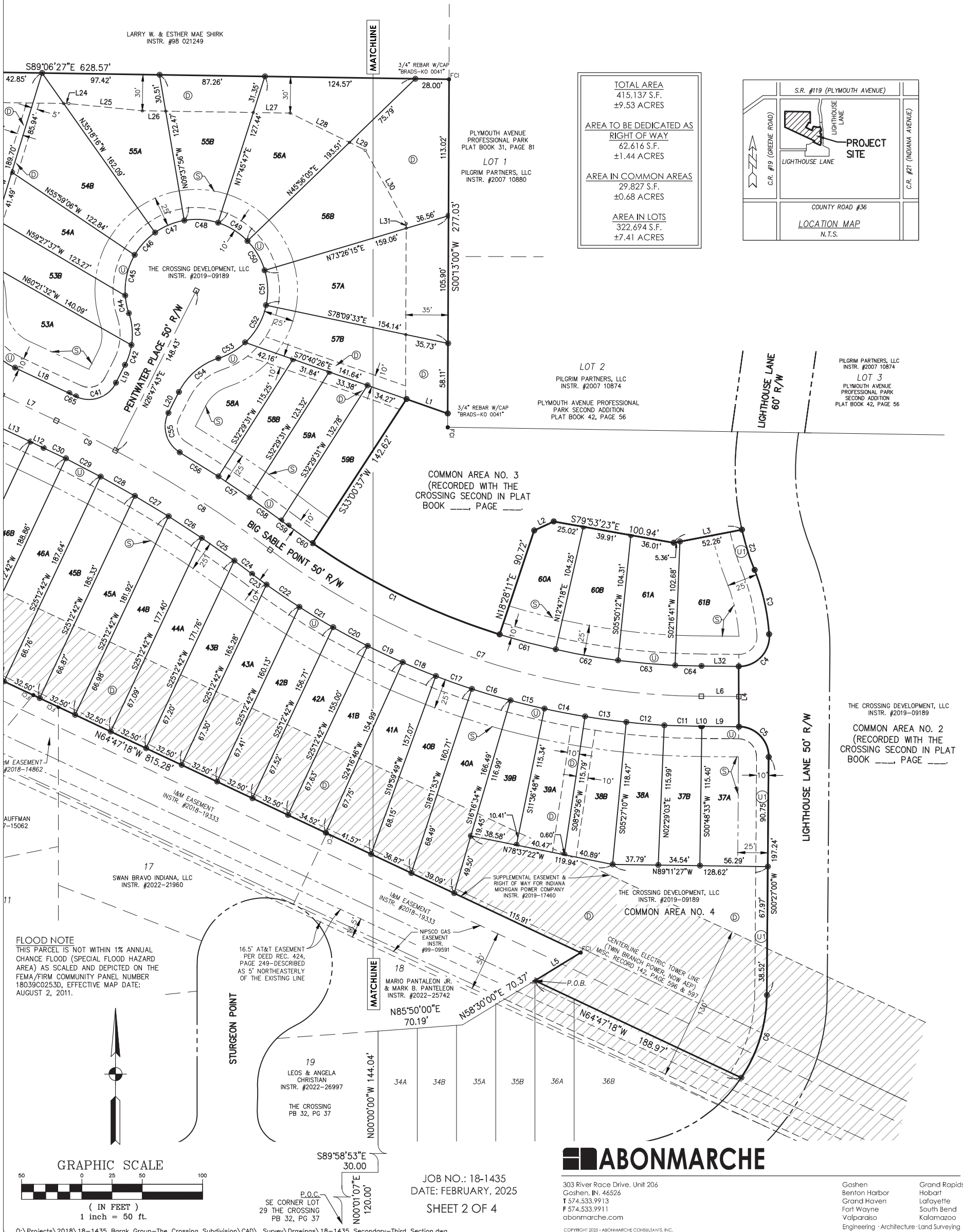


A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.  
(SEE PAGE 4 OF 4 FOR LEGAL DESCRIPTION)



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A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.  
(SEE PAGE 4 OF 4 FOR LEGAL DESCRIPTION)





THE CROSSING THIRD

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

CURVE TABLE						
NUMBER	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	575.00'	172.96'	87.14'	17°14'05"	S63°59'09"E	172.31'
C2	225.00'	35.05'	17.56'	8°55'32"	S17°19'00"E	35.01'
C3	175.00'	54.81'	27.63'	17°56'45"	S12°48'23"E	54.59'
C4	25.00'	41.14'	26.94'	94°17'01"	S43°18'30"W	36.65'
C5	25.00'	39.27'	25.00'	90°00'00"	S44°33'00"E	35.36'
C6	125.00'	72.74'	37.43'	33°20'28"	S17°07'14"W	71.72'
C7	600.00'	383.76'	198.70'	36°38'46"	N71°13'37"W	377.25'
C8	1000.00'	152.54'	76.42'	8°44'24"	N57°16'26"W	152.39'
C9	1000.00'	54.88'	27.45'	3°08'41"	N63°12'58"W	54.88'
C10	177.00'	103.67'	53.37'	33°33'26"	S48°00'35"E	102.19'
C11	625.00'	30.43'	15.22'	2°47'23"	S88°09'18"E	30.43'
C12	625.00'	31.67'	15.84'	2°54'10"	S85°18'31"E	31.66'
C13	625.00'	34.55'	17.28'	3°10'04"	S82°16'24"E	34.55'
C14	625.00'	34.18'	17.10'	3°08'02"	S79°07'22"E	34.18'
C15	625.00'	29.09'	14.55'	2°40'01"	S76°13'20"E	29.09'
C16	625.00'	33.23'	16.62'	3°02'46"	S73°21'57"E	33.22'
C17	625.00'	31.68'	15.84'	2°54'15"	S70°23'27"E	31.68'
C18	625.00'	29.85'	14.93'	2°44'11"	S67°34'14"E	29.85'
C19	625.00'	32.01'	16.01'	2°56'03"	S64°44'06"E	32.00'
C20	625.00'	32.55'	16.28'	2°59'02"	S61°46'34"E	32.54'
C21	625.00'	32.68'	16.35'	2°59'46"	S58°47'10"E	32.68'
C22	625.00'	32.91'	16.46'	3°01'01"	S55°46'46"E	32.91'

LINE DATA TABLE		
LINE #	BEARING	LENGTH
L1	N70°40'26"W	36.33'
L2	N64°59'41"E	17.88'
L3	N79°04'37"E	57.62'
L4	S0°01'48"E	50.00'
L5	N58°30'00"E	44.25'
L6	N89°33'00"W	31.08'
L7	N64°47'18"W	50.05'
L8	N31°13'52"W	8.14'
L9	S89°33'00"E	30.56'
L10	S89°33'00"E	0.73'
L12	S64°47'18"E	12.08'
L13	S64°47'18"E	32.50'
L14	S64°47'18"E	32.50'
L15	S64°47'18"E	32.00'
L16	S64°47'18"E	36.71'
L17	S64°47'18"E	8.89'
L18	N64°47'18"W	49.72'
L19	S26°47'43"W	16.67'
L20	N26°47'43"E	19.27'
L21	N24°09'05"E	16.03'

LINE DATA TABLE		
LINE #	BEARING	LENGTH
L22	N24°09'05"E	32.86'
L23	S89°06'27"E	68.07'
L24	N89°06'27"W	4.29'
L25	S84°25'20"E	61.22'
L26	S89°06'27"E	19.40'
L27	N89°06'27"W	30.49'
L28	S63°41'18"E	54.87'
L29	S63°41'18"E	14.56'
L30	S29°08'07"E	69.73'
L31	S0°13'00"W	3.80'
L32	N89°33'00"W	30.87'

CURVE TABLE						
NUMBER	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C23	625.00'	14.91'	7.46'	1°22'02"	S53°35'15"E	14.91'
C24	975.00'	18.23'	9.11'	1°04'16"	S53°26'22"E	18.23'
C25	975.00'	32.99'	16.50'	1°56'19"	S54°56'39"E	32.99'
C26	975.00'	32.81'	16.41'	1°55'42"	S56°52'40"E	32.81'
C27	975.00'	32.68'	16.34'	1°55'14"	S58°48'07"E	32.68'
C28	975.00'	32.58'	16.29'	1°54'53"	S60°43'11"E	32.58'
C29	975.00'	32.52'	16.26'	1°54'41"	S62°37'58"E	32.52'
C30	975.00'	20.42'	10.21'	1°12'00"	S64°11'18"E	20.42'
C31	59.00'	23.41'	11.86'	22°44'01"	S53°25'18"E	23.26'
C32	59.00'	28.17'	14.36'	27°21'06"	S28°22'44"E	27.90'
C33	59.00'	29.53'	15.08'	28°40'50"	S0°21'46"E	29.23'
C34	59.00'	31.77'	16.28'	30°51'08"	S29°24'13"W	31.39'
C35	59.00'	26.52'	13.49'	25°45'22"	S57°42'28"W	26.30'
C36	59.00'	26.66'	13.56'	25°53'23"	S83°31'50"W	26.43'
C37	59.00'	33.41'	17.17'	32°26'54"	N67°18'01"W	32.97'
C38	59.00'	42.41'	22.17'	41°11'02"	N30°29'03"W	41.50'
C39	59.00'	11.31'	5.67'	10°58'51"	N4°24'06"W	11.29'
C40	56.00'	64.39'	36.28'	65°52'37"	S31°50'59"E	60.90'
C41	25.00'	38.73'	24.46'	88°45'29"	N71°10'27"E	34.97'
C42	56.00'	17.42'	8.78'	17°49'20"	S17°53'03"W	17.35'
C43	56.00'	26.78'	13.65'	27°24'03"	S4°43'39"E	26.53'
C44	59.00'	14.90'	7.49'	14°28'08"	S11°11'37"E	14.86'

Area Table	
LOT #	SQUARE FEET
37A	6,329
37B	3,796
38A	4,062
38B	4,404
39A	4,306
39B	3,921
40A	5,878
40B	5,424
41A	5,559
41B	5,151
42A	5,061
42B	5,144
43A	5,283
43B	5,477
44A	5,677
44B	5,842
45A	5,971
45B	6,064
46A	6,121
46B	6,143

Area Table	
LOT #	SQUARE FEET
47A	6,145
47B	6,145
48A	6,050
48B	9,381
49A	11,113
49B	9,278
50A	7,206
50B	10,830
51A	11,498
51B	7,952
52A	5,674
52B	5,942
53A	7,949
53B	4,521
54A	4,405
54B	7,020
55A	7,911
55B	6,952
56A	10,257
56B	13,460

Area Table	
LOT #	SQUARE FEET
57A	10,191
57B	7,422
58A	6,327
58B	3,695
59A	4,159
59B	4,508
60A	4,363
60B	4,833
61A	4,553
61B	7,341
CA#4	29,827
R—O—W	62,616

CURVE TABLE						
NUMBER	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C45	59.00'	35.00'	18.03'	33°59'19"	S13°02'07"W	34.49'
C46	59.00'	25.40'	12.90'	24°39'58"	S42°21'45"W	25.20'
C47	59.00'	26.44'	13.44'	25°40'20"	S67°31'54"W	26.22'
C48	59.00'	28.21'	14.38'	27°23'43"	N85°56'05"W	27.94'
C49	59.00'	29.01'	14.80'	28°10'18"	N58°09'04"W	28.72'
C50	59.00'	28.32'	14.44'	27°30'10"	N30°18'50"W	28.05'
C51	59.00'	29.25'	14.93'	28°24'13"	N2°21'39"W	28.95'
C52	59.00'	35.92'	18.53'	34°52'43"	N29°16'49"E	35.36'
C53	59.00'	26.05'	13.24'	25°17'56"	N59°22'08"E	25.84'
C54	56.00'	44.20'	23.32'	45°13'23"	S49°24'24"W	43.06'
C55	25.00'	37.43'	23.22'	85°46'53"	S16°05'44"E	34.03'
C56	1025.00'	37.83'	18.92'	2°06'53"	N57°55'44"W	37.83'
C57	1025.00'	31.01'	15.51'	1°44'01"	N56°00'17"W	31.01'
C58	1025.00'	32.55'	16.28'	1°49'11"	N54°13'41"W	32.55'
C59	1025.00'	7.41'	3.71'	0°24'51"	N53°06'40"W	7.41'
C60	575.00'	24.73'	12.37'	2°27'52"	N54°08'10"W	24.73'
C61	575.00'	48.15'	24.09'	4°47'53"	N75°00'08"W	48.14'
C62	575.00'	52.57'	26.30'	5°14'18"	N80°01'13"W	52.55'
C63	575.00'	47.44'	23.73'	4°43'37"	N85°00'10"W	47.42'
C64	575.00'	21.91'	10.96'	2°11'01"	N88°27'29"W	21.91'
C65	1025.00'	6.11'	3.06'	0°20'30"	N64°37'03"W	6.11'



JOB NO.: 18-1435  
DATE: FEBRUARY, 2025  
SHEET 3 OF 4

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THE CROSSING THIRD

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,  
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 IN THE CROSSING SUBDIVISION AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 32, PAGE 37; THENCE NORTH 00°01'07" EAST ALONG THE EAST LINE OF SAID LOT 29, A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 29, ALSO BEING A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF LIGHTHOUSE LANE, A FIFTY (50) FOOT WIDE RIGHT OF WAY; THENCE SOUTH 89°58'53" EAST ALONG THE SOUTH LINE OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE, 30.00 FEET TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE; THENCE NORTH 00°00'00" WEST ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE AND THE EAST LINE OF LOT 19 AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID THE CROSSING, 144.04 FEET TO THE NORTHEAST CORNER OF SAID LOT 19; THENCE NORTH 85°50'00" EAST ALONG THE SOUTH LINE OF LOT 18 AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID THE CROSSING, 70.19 FEET TO A REBAR WITH CAP STAMPED ABONMARCHÉ FIRM #0050 MARKING A CORNER OF SAID LOT 18; THENCE NORTH 58°30'00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18, A DISTANCE OF 70.37 FEET TO A REBAR WITH CAP STAMPED ABONMARCHÉ FIRM #0050 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 58°30'00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18, A DISTANCE OF 44.25 FEET TO A REBAR WITH CAP STAMPED "BRADS-KO 0041" AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE NORTH 64°47'18" WEST ALONG THE NORTHERLY LINE OF SAID PLAT OF THE CROSSING, 815.28 FEET TO A 3/4 INCH IRON BAR AT A POINT ON THE EAST LINE OF LOT 4 IN HAY'S FARM SUBDIVISION; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 16, PAGE 08; THENCE NORTH 00°00'51" EAST ALONG THE EAST LINE OF SAID HAY'S FARM SUBDIVISION, 386.57 FEET TO A REBAR WITH CAP STAMPED "BRADS-KO 0041" AT THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO LARRY W. & ESTHER MAE SHIRK AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 021249; THENCE SOUTH 89°06'27" EAST ALONG THE SOUTH LINE OF SAID SHIRK PARCEL, 628.57 FEET TO A 3/4" REBAR WITH CAP MARKED "BRADS-KO 0041" AT THE SOUTHEAST CORNER OF SAID SHIRK PARCEL AND ALSO THE WEST LINE OF LOT 1 IN PLYMOUTH AVENUE PROFESSIONAL PARK SUBDIVISION, SAID SUBDIVISION BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 81; THENCE SOUTH 00°13'00" WEST ALONG THE WEST LINE OF SAID LOT 1 AND ALSO ALONG THE WEST LINE OF LOT 2 IN PLYMOUTH AVENUE PROFESSIONAL PARK SECOND ADDITION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 42, PAGE 56, A DISTANCE OF 277.03 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED "BRADS-KO 0041"; THENCE NORTH 70°40'26" WEST, A DISTANCE OF 36.33 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED "ABONMARCHÉ 0050"; THENCE SOUTH 33°00'37" WEST, 142.62 FEET TO A POINT ON A 575.00 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, 172.96 FEET (CHORD BEARING SOUTH 63°59'09" EAST, CHORD DISTANCE 172.31 FEET); THENCE NORTH 18°28'11" EAST, 90.72 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED "ABONMARCHÉ 0050"; THENCE NORTH 64°59'41" EAST, 17.88 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED "ABONMARCHÉ 0050"; THENCE SOUTH 79°53'23" EAST, 100.94 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED "ABONMARCHÉ 0050"; THENCE NORTH 79°04'37" EAST, 57.62 FEET TO A POINT ON A 225 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, 35.05 FEET (CHORD BEARING SOUTH 17°19'00" EAST, CHORD DISTANCE 35.01 FEET) TO THE POINT OF REVERSE CURVATURE OF A 175.00 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, 54.81 FEET (CHORD BEARING SOUTH 12°48'23" EAST, CHORD DISTANCE 54.59 FEET) TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE, 41.14 FEET (CHORD BEARING SOUTH 43°18'30" WEST, CHORD DISTANCE 36.65 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°01'48" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, 39.27 FEET (CHORD BEARING SOUTH 44°33'00" EAST, CHORD DISTANCE 35.36 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 00°27'00" WEST, 197.24 FEET TO THE POINT OF CURVATURE OF A 125.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE, 72.74 FEET (CHORD BEARING SOUTH 17°07'14" WEST, CHORD DISTANCE 71.72); THENCE NORTH 64°47'18" WEST, 188.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.53 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

AUDITOR

DULY ENTERED FOR TAXATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

20\_\_\_\_\_, \_\_\_\_\_ ELKHART COUNTY AUDITOR.  
PATRICIA A. PICKENS

RECORDER

RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

20\_\_\_ AT \_\_\_\_\_ AND RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.

FEE: \_\_\_\_\_ ELKHART COUNTY RECORDER  
KAALA BAKER

STATEMENT OF UTILITIES

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

CITY OF GOSHEN, INDIANA  
DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA'S MUNICIPAL SEPARATE STORM SEWER GENERAL PERMIT (INR040000). THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN" TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

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

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

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

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

ACCEPTANCE OF DEDICATION AND RELEASE OF EASEMENT

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED, AND THAT THE EXISTING UTILITY EASEMENT PER THE CROSSING (PB 32, PG 37) SHOWN ON SHEET 1 IS RELEASED, THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

MAYOR GINA LEICHTY

MICHAEL A. LANDIS

ORV MYERS

BARB SWARTLEY

MARY NICHOLS

PLAN COMMISSION STAFF APPROVAL

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

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

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

RHONDA YODER  
ZONING ADMINISTRATOR

DEED OF DEDICATION

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

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS THE CROSSING THIRD.

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

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

THE CROSSING DEVELOPMENT, LLC

NIR DAVISON, MEMBER

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:  
COUNTY OF ELKHART)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME NIR DAVISON, MEMBER ON BEHALF OF THE CROSSING DEVELOPMENT, LLC AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

APRIL 12, 2030

NOTARY SIGNATURE

MY COMMISSION EXPIRES

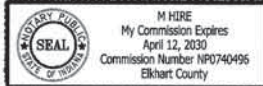
RESIDENT OF ELKHART COUNTY, INDIANA

M. HIRE

NP0740496

NOTARY PRINTED NAME

COMMISSION NUMBER



LAND SURVEYOR'S CERTIFICATE

I, CAMERON L. BERON, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A RETRACEMENT SURVEY COMPLETED BY GREGORY C. SHOCK, PS, BRADS-KO ENGINEERING & SURVEYING/ABONMARCHÉ; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN.

THIS PLAT IS IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12, SECTION 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE. THE BOUNDARY LINES OF THIS PLAT CONFORM TO A SURVEY MADE BY GREGORY C. SHOCK, PS, BRADS-KO ENGINEERING AND SURVEYING AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT #2006-32184 AND 2007-05660, THE LINES OF THE PLAT OF THE CROSSING RECORDED IN PLAT BOOK 32, PAGE 37.

I, CAMERON L. BERON, PS, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS 18th DAY OF OCTOBER, 2024.

Cameron L. Beron  
CAMERON L. BERON, PS  
PROFESSIONAL LAND SURVEYOR #21900005  
STATE OF INDIANA



**ABONMARCHÉ**

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**\*\*\*REQUEST\*\*\***

**DATE:** Thursday, May 1, 2025

**TO:** GOSHEN BOARD OF WORKS

**FROM:** GOSHEN WATER & SEWER  
KELLY SAENZ

**RE:** UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$6,206.90**  
Collection letters were sent out and payments of **\$1,802.69** had been collected.

The uncollected amount equals **\$4,404.21**

Therefore I am requesting to move our uncollected finaled accounts from active to Collection,  
Sewer Liens and Write offs.

These are accounts for the most part were finaled thru **Wednesday, January 22, 2025**

**WATER:** \$1,106.85  
**SEWER:** \$3,297.36

## **TOTALS**

REPORT TOTAL		\$6,206.90
BPS TOTAL	<b>\$1,068.47</b>	\$5,138.43
COUNTY TOTAL	<b>\$3,267.28</b>	\$1,871.15
W-WRITE OFF	<b>\$38.38</b>	\$1,832.77
S-WRITE OFF	<b>\$30.08</b>	\$1,802.69
PAYMENT TOTAL	<b>\$1,802.69</b>	\$0.00
AGREEMENT TOTAL	<b>\$0.00</b>	



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **CROSSING SUBDIVISION, STORM SEWER REPLACEMENT  
(JN: 2018-2072)**

DATE: April 28, 2025

The Barak Group is building out the remainder of the Crossing Subdivision. While constructing the new infrastructure, Barak's contractor, Square 1 Excavation, damaged an existing 18-inch stormwater pipe (Pipe ID-20887) in multiple locations. The existing A-2000 plastic stormwater pipe was installed in 2008 at a shallow depth. In the current design, the now damaged pipe was to remain in place and would remain shallow.

With the damaged pipe needing to be replaced, Square 1 Excavation presented an offer for the City to participate in the pipe's replacement and they would install a reinforced concrete pipe (RCP) that is better suited for shallow installation. Through negotiation, Goshen city staff agreed to a proposal where the City would pay for half of the RCP material and the contractor would pay the remainder of the pipe cost and for all of the pipe's installation. Half of the RCP material cost is \$4,332.00.

Goshen Engineering requests permission for Dustin Sailor, the Director of Public Works and Utilities, to sign Square 1 Excavation's proposal for a participation cost of \$4,332.00.

***Requested Motion:*** Move to approve the agreement with Square 1 Excavating and authorize Dustin Sailor to execute Square 1 Excavating's proposal for \$4,332.00 to upgrade the existing 18-inch A-2000 storm sewer pipe to RCP pipe.

**City of Goshen**  
**Board of Works & Safety**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Mike Landis, Board Member

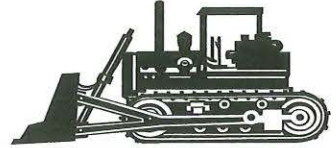
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Mary Nichols, Board Member

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Barb Swartley, Board Member

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Orv Myers, Board Member

# Proposal

**Square 1 Excavation inc.**  
53550 St Rd 13  
Middleburg, IN 46540  
574-320-5321



PROPOSAL SUBMITTED TO Crossing Development LLC	PHONE	DATE 04/16/25
STREET	JOB NAME The Crossing / dirt issues	
CITY, STREET AND ZIP CODE	JOB LOCATION Goshen	
ATTENTION: Keith Yoder	EMAIL	JOB PHONE

We hereby submit specifications and estimates for:

## WORK TO BE DONE IN THE FOLLOWING MANNER:

Demo existing 300' 18" storm pipe and replace with 18" RCP pipe

Demo existing pipe

$\$7.56 \text{ per ft} * 300' =$  **\$2,268.00**

Install 18" RCP pipe

$\$28.88 \text{ per ft} * 300' =$  **\$8,664.00**

18" RCP material

$\$43.46 \text{ per ft} * 300' =$  **\$13,038.00**

Goshen City will pay half of the material cost \$4332.00

Developer will pay \$5000.00

Square 1 will cover the remainder of the cost \$14,638.00

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

00/100 (\$ **23,970.00** )

Payment to be made as follows:

**15 DAY PAY, FINAL DUE ON JOB COMPLETION**

**A FINANCE CHARGE OF 2% PER MONTH WILL BE CHARGED TO PAST DUE ACCOUNTS**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_

**NOTE:** This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** - The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By signing this contract, you are personally guaranteeing payment outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_