

MEETING AGENDA

Valparaiso Plan Commission
Tuesday, February 1st, 2022, 5:30 PM
Valparaiso City Hall – Council Chambers

1. Roll Call
2. Adoption of Meeting Minutes
3. Old Business

PP21-003 (2nd Reading) – A petition filed by Lennar Homes of Indiana, Inc. c/o Todd A. Leeth and Katie L. Kopf of Hoepfner, Wagner & Evans 103 E. Lincolnway Valparaiso, IN 46383. The petitioner requests approval of a primary plat for a one-hundred and sixty (160) lot subdivision to be known as Iron Gate Subdivision. The property in question is located at the following parcel numbers: 64-09-09-200-006.000-004, 64-09-09-200-007.000-004 and 64-09-09-200-008.000-004.

4. New Business
5. Staff Items
6. Adjournment

Matt Evans, President – Valparaiso Plan Commission
Beth Shrader, Planning Director
Next Meeting: **March 1st, 2022**

Interested persons can view the public hearing Live on the City of Valparaiso Website, www.valpo.us or via web conference at <https://bit.ly/3qvu5Lw>.

****Requests for alternate formats please contact Beth Shrader at bshrader@valpo.us or (219) 462-1161. ****

PETITION TO VALPARAISO PLAN COMMISSION

This application is being submitted for (Check all that apply):

PUBLIC HEARING REQUIRED:

- To Rezone a Property from _____ to _____
- To Approve a Primary Plat
- To Approve a Planned Unit Development (PUD)
- To Approve a Major Planned Unit Development (PUD) Amendment
- To Annex Property into the City of Valparaiso, IN
- To Vacate Alley
- To Appeal the Decision of the Plat Committee

NO PUBLIC HEARING REQUIRED:

- To Approve a Minor Subdivision (Lot Split)
- To Approve a Final Plat
- To Approve a Plat Amendment
- Design/Architectural Approval in _____ Overlay District

For Office Use Only:

Petition #: _____
 Application Filing Fee: _____
 Date Filed: ____ / ____ / ____
 Meeting: ____ / ____ / _____

SUBJECT PROPERTY INFORMATION	TYPE OR PRINT IN INK
Property Address: <u>500 N. Valparaiso</u>	Subject Property fronts on the <u>South</u> side
_____	between (streets) <u>250 W and 175 W</u>
_____	_____
Description of Location of Property: _____	Zoning District (Current): <u>SR-Suburban Residential</u>
<u>South side of road between 250 W. and 175 W</u>	Zoning District (Proposed): _____
_____	<u>Zoning of Adjacent Properties:</u>
_____	North: <u>R2 Medium Density Residential (County)</u> South: <u>SR - Suburban Residential & ER - Estate Residential</u>
Parcel/Tax Duplicate Number: <u>64-09-09-200-006.000-004</u>	East: <u>SR - Suburban Residential</u> West: <u>R2 Medium Density Residential (County)</u>
<u>64-09-09-200-007.000-004</u>	Present Use of Property: <u>Vacant</u>
<u>6409-09-200-008.000-004</u>	_____
Subdivision (If Applicable): _____	_____
<u>Iron Gate</u>	Proposed Use of Property: <u>160 lot residential subdivision</u>
<u>Irregular</u>	_____
Dimensions of Property: Front: _____ Depth: _____	_____
Property Area (sq. ft./acres): <u>79.0 acres</u>	_____

PETITIONER INFORMATION

Applicant Name: Lennar Homes of Indiana, Inc.

Address: c/o Todd A. Leeth and Katie L. Kopf
Hoepfner Wagner & Evans LLP
103 E. Lincolnway
Valparaiso, Indiana 46383

Phone: [REDACTED]

Email: [REDACTED]

PROPERTY OWNER INFORMATION

Applicant Name: Iron Gate V LLC

Address: 214 Edgewood Dr.
Valparaiso, Indiana 46385

Phone: _____

Email: _____

LEGAL DESCRIPTION OF SUBJECT PROPERTY: (EXHIBIT NO. _____)

See Attached

PROPOSED VARIANCES OR WAIVERS: (EXHIBIT NO. _____)

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1: A parcel of Property in the East One-Half of the Northeast Quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian in Porter County, bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter, thence South 0 degrees 09 minutes 07 seconds East, along the East line of said Northeast Quarter, 2638.50 feet to the Southeast corner of said Northeast Quarter; thence South 89 degrees 35 minutes 41 seconds West, along the South line of said Northeast Quarter, 660.69 feet; thence North 0 degrees 09 minutes 33 seconds West 2638.68 feet to the North line of said Northeast Quarter; thence North 89 degrees 36 minutes 39 seconds East, along said North line, 661.02 feet to the point of commencement; Excepting therefrom the North 436 feet of the East 100 feet of the East One-half of the Northeast quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana.

Property No. 64-09-09-200-008.000-004

PARCEL 2: A parcel of Property in the East One-Half of the Northeast Quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian in Porter County, bounded and described as follows: Commencing at a point on the North line of the East One-Half which is 330.51 feet East of the Northwest corner of said East One-Half; thence North 89 degrees 36 minutes 39 seconds East, along the North line, 330.51 feet; thence South 0 degrees 09 minutes 33 seconds East 2638.78 feet to the South line of said East One-Half; thence South 89 degrees 35 minutes 41 seconds West, along said South line, 330.51 feet; thence North 0 degrees 09 minutes 45 seconds West 2638.78 feet to the point of commencement.

Property No. 64-09-09-200-007.000-004

PARCEL 3: A parcel of Property in the East One-Half of the Northeast Quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, bounded and described as follows:

Commencing at a point on the North line of the East One-Half which is 330.51 feet East of the Northwest corner of said East One-Half; thence South 0 degrees 09 minutes 45 seconds East 2638.68 feet to the South line of said East One-Half; thence South 89 degrees 35 minutes 41 seconds West, along said South line, 330.35 feet to the Southwest corner of said East One-Half; thence North 0 degrees 10 minutes 01 seconds West, along the West line of said East One-Half, 2638.87 feet to the Northwest corner of said East one-Half; thence North 89 degrees 36 minutes 39 seconds East, along said North line, 330.51 feet to the point of commencement.

Property No. 64-09-09-200-006.000-004

Commonly known as Southern side of 500 North, Valparaiso, Indiana



SITE DATA

LAND USE	UNITS	AREA	% OF SITE
TRADITIONAL SINGLE FAMILY (45'-65'w, 50'-75'w, 5'-90'w)	160	48.7	61.6%
OPEN SPACE	-	30.3	38.4%
TOTAL	160	79.0 AC.	100.0%



CONCEPT PLAN
IRON GATE
VALPARAISO, INDIANA

11/02/2021

LENNAR



GARY R. WEBER
 ASSOCIATES, INC.
 LAND PLANNING
 REGULATORY CONSULTING
 LANDSCAPE ARCHITECTURE
 WWW.GRWAINC.COM

L:\Projects\ESCAP75\Aerial\ESCAP75_LAND_20110211.dwg

**THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:**

*Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173-5431*

PINs: See Exhibit A

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION FOR IRON GATE

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DECLARATION FOR IRON GATE

This Declaration is made by Lennar Homes of Indiana, Inc., a Delaware corporation ("Declarant").

RECITALS

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Iron Gate (the "Development"). The Development shall include dwelling units and certain common areas.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises. As Supplemental Declarations are Recorded, the Premises will expand to include more and more portions of the Development Area. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Portions of the Premises shall be designated as a Community Area hereunder. In order to provide for the orderly and proper administration and maintenance of the Premises, the Declarant has formed (or will form) the Association under the Indiana general not-for-profit corporation act. The Association shall have the responsibility for administering and maintaining the Community Area and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to appoint all member of the Board, as more fully described in Article Nine and in the By-Laws, and the right to come upon the Premises in connection with Declarant's efforts to sell Homes and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Iron Gate Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

1.02 BOARD: The board of directors of the Association, as constituted at any time, or from time to time, in accordance with applicable provisions of Article Five and the By-Laws.

1.03 BY-LAWS: The By-Laws of the Association which are attached hereto as Exhibit C.

1.04 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.05 COMMUNITY AREA: Those portions of the Premises which are designated on Exhibit B as "Community Area", if any, together with all improvements thereto located above and below the ground, if any.

1.06 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMUNITY EXPENSES: The expenses of the administration (including management and professional services) of the Association; the expenses of the operation, maintenance, repair and replacement of the Community Area; the expense of providing all maintenance, repairs and replacements required to be provided by the Association pursuant to Article Three; the cost of general and special real estate taxes, if any, levied or assessed against the Community Area owned by the Association; premiums for insurance policies maintained by the Association hereunder; if not separately metered or charged to the Owners, the cost of scavenger services or other necessary utility services to the Homes; any other expenses which are designated as Community Expenses hereunder; and any other expenses lawfully incurred by or on behalf of the Association for the common benefit of all of the Owners. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.

1.08 COUNTY: Porter County, Indiana or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.09 DECLARANT: Lennar Homes of Indiana, Inc., a Delaware corporation, its successors and assigns.

1.10 DECLARANT'S DEVELOPMENT PLAN: The Declarant's current plan for the Development, which shall be maintained by the Declarant at its principal place of business and may be changed at any time, or from time to time, without notice.

1.11 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.12 DESIGNATED BUILDER: Any legal entity which is designated, from time to time, by the Declarant as a “Designated Builder” in a Special Amendment or Supplemental Declaration, as more fully provided herein.

1.13 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto, as Exhibit A may be amended as provided in Section 10.01. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.14 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

1.15 HOME: That portion of a Lot which is improved with a single family home.

1.16 INVESTOR OWNER: An Owner who is currently leasing, or intends to lease, the Owner’s Home or Homes for investment purposes and delivers written notice thereof to the Association along with the legal description and/or address of the Home or Homes owned by the Investor Owner which the Owner leases or intends to lease. The Association shall maintain a list of Investor Owners and the Homes which are leased, or are permitted to be leased hereunder, by each Investor Owner (each an “Investor Home”).

1.17 LOT: A subdivided lot which is designated in Exhibit B as a “Lot”.

1.18 MUNICIPALITY: The City of Valparaiso, Indiana, its successors or assigns, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.19 OWNER: A Record owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

1.20 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.21 PLAT: A plat of subdivision Recorded with respect to all or a portion of the Premises.

1.22 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, as amended from time to time, with all improvements thereon and rights

appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises, as more fully provided in Article Twelve.

1.23 RECORD: To record in the office of the Recorder of Deeds for the County.

1.24 RESIDENT: An individual who resides in a Home and who is either the Owner, a tenant of the Owner, a contract purchaser of the Lot, or a relative of any such Owner, tenant or contract purchaser.

1.25 TURNOVER DATE: The date on which the right of the Declarant to designate the members of the Board is terminated under Section 9.05.

1.26 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO

Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant reserves the right and power from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully provided in Article Twelve. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot

shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner and Resident of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public ways over and across the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality and any governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees, agents and contractors, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements to portions of the Premises, as required or permitted herein.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Lot. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Managers, including the right of the Association to come upon a Lot to furnish services required to be furnished by the Association hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Lot to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Lot who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Community Area shall at all times be subject to reasonable rules and regulations duly adopted by the Association from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises or any other portion of the Development Area. In addition, the Municipality shall have a non-exclusive, perpetual easement for drainage from the public roads into the storm sewers and stormwater management areas which are owned by the Association, all without the payment of any fee, or any cost whatsoever, to the Association.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities. Any and all

proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Community Area to the Municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.13 LEASE OF HOME: Any Owner shall have the right to lease all (and not less than all) of his Home subject to the following provisions:

(a) No Home shall be leased for less than six (6) months or for hotel or transient purposes; and

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

(c) Each Owner who leases his Home shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Homes.

Anything to the contrary contained in Section 10.02 of the Declaration notwithstanding, (i) the provisions of this Section 2.13 shall not apply to members of an Owner's immediate family (i.e., parents, siblings, children or grandchildren), and (ii) any amendment to this Section 2.13, or any other amendment to this Declaration, which may affect the right and/or ability of an Investor Owner to lease its Investor Home or Investor Homes shall become effective only with the written consent of one hundred percent (100%) of the Investor Owners.

2.14 OWNERSHIP OF COMMUNITY AREA: The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; provided, that, any Community Area which is made subject hereto after the Turnover Date shall be conveyed to the Association no later than ninety (90) days after such portion is made subject hereto.

2.15 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill.

ARTICLE THREE
Maintenance, Alterations and Other Matters

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY THE ASSOCIATION:

(a) Maintenance, repair and replacement of the Community Area shall be furnished by the Association, and shall include, without limitation, the following:

(i) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area.

(ii) maintenance, repair and replacement of improvements located on the Community Area, including without limitation, detention areas and the path located on Outlot ____.

(b) The Association shall be responsible for the maintenance, repair and replacement of the cluster mailboxes and pads located on the Premises in accordance with the design, material and color as originally constructed by the Declarant.

(c) The Association shall maintain the grass, shrubs, trees, and flowers, if any, installed by the Declarant on the Community Area ("Initial Plantings") in accordance with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed, and any other maintenance which will promote the health of the Initial Plantings. If the Association fails to maintain the Initial Plantings in accordance with generally acceptable landscape maintenance standards and Initial Plantings die or decline as a result of this failure, then, the Association shall be responsible for the replacement of the declining or dead Initial Plantings, including, but not limited to replacements required by the Municipality in connection with the Municipality's acceptance of the Initial Plantings. All expenses incurred under this subsection shall be Community Expenses.

(d) The cost of any maintenance, repairs and replacement furnished by the Association pursuant to this Section shall be Community Expenses.

3.03 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the

Association. If the cost for any such utility is metered and charged to a Lot rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner of a Home is being charged disproportionately for costs allocable to the Community Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area and the amount thereof shall be Community Expenses hereunder.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.04 DAMAGE BY OWNER OR RESIDENT: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Community Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association, including, without limitation, the deductible amount under any applicable insurance policy.

3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA:

(a) No alterations, additions or improvements shall be made to the Community Area without the prior written approval of the Board.

(b) The Association may cause alterations, additions or improvements to be made to the Community Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05.

(c) If the Association shall alter, in any way, landscaping which was installed by the Declarant on the Community Area in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the Association shall be responsible for restoring the altered area in accordance with the plans approved by the Municipality and the cost thereof shall be a Community Expense.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: With respect to any Lot which has been improved with a Home and conveyed to a bona fide purchaser for value, no additions, alterations or improvements shall be made to any Lot or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Board and, until the Declarant no longer owns or controls title to any portion of the

Development Area, the Declarant. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Lot or Home upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Community Expenses, to pay to the Association from time to time the additional cost of the maintenance as a result of the addition, alteration or improvement. The Board may adopt, and from time to time modify, policies concerning alterations, additions and improvements to Lots and Homes. The Board's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Board must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Board reserves the right and power to grant or deny requests as Board believes are appropriate in the Board's sole discretion. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Lot by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take any of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense;

(b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board or the Declarant, as applicable; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

ARTICLE FOUR Insurance/Condemnation

4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other improvements required to be maintained by the Association (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, workers' compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as

their interests may appear, from liability resulting from an occurrence on or in connection with the Community Area.

(c) The Board may, in its sole discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(d) The Board may, in its sole discretion, obtain fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association, in such amounts as the Board may deem desirable.

(e) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a nonprofit corporation, under the laws of the State of Indiana. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area and for the maintenance repair and replacement of the Community Area.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two classes of membership. The Declarant shall be the "Class B Member" with respect to Lots which it owns from time to time. Each Owner other than the Declarant shall be a "Class A Member" with respect to each Lot which the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Each purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Lot is owned by one individual, that individual shall be the Voting Member. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its or there election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 BOARD: Subject to the rights retained by the Declarant under Section 9.05, the board shall consist of that number of individuals provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, the Declarant, and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the votes represented at such meeting by Voting Members and the Declarant, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the directors and officers, and their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors and officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such directors and officers may be involved by virtue of such person being or having been such directors and officers; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel

selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

5.07 MANAGING AGENT: The Declarant (or an entity affiliated with the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners as tenants in common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or actions to enforce the terms of any contract or agreement to which the Association is a party, or (b) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE SIX

Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively to administer the affairs of the Association, to pay the Community Expenses, and to accumulate reserves for any such expenses. For purposes hereof, (a) a Lot owned by Declarant shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued by the Municipality with respect to the Home constructed thereon, and (b) a model home owned or leased by Declarant shall not be subject to assessment hereunder.

6.02 COMMUNITY ASSESSMENT: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Community Area and sources other than assessments, plus estimated excess funds, if any, from the current year's assessments;
- (d) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;
- (e) That portion of the Community Assessment which shall be payable by the Owner of each Lot which is subject to assessment hereunder each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Lots, so that each Owner shall pay equal Community Assessments for each Lot owned. The Community Assessment shall be paid in periodic installments as determined by the Managers from time to time, but no less frequently than once each calendar year.

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Board prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's Development Plan and (ii) all proposed Homes have been sold, are occupied and are subject to assessment. Prior to the Turnover Date, each Owner of a Lot (other than Declarant) which is subject to assessment shall pay a Community Assessment equal to the total cash needs, as shown on the Stabilized Budget, divided by the total number of proposed Homes, as shown on the Declarant's Development Plan, so that each Owner (other than Declarant) will pay, with respect to each Lot which is subject to assessment and owned by the Owner, a monthly Community Assessment equal to what such Owner would be paying with respect to the Owner's Lot if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Homes have been built, are occupied and are subject to assessment hereunder. The Declarant shall not be obligated to pay any Community Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments billed to Owners (regardless of whether paid by Owners) and working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association

funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF COMMUNITY ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment, each Owner of a Lot which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Lot under Section 6.02. For purposes hereof, a Lot shall only be subject to assessment hereunder from and after such time as a certificate of occupancy has been issued by the Municipality with respect to the Home constructed thereon.

6.04 REVISED ASSESSMENT: If the Community Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: After the Turnover Date, the Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Lots which are subject to assessment in equal shares for each such Lot. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed special assessment shall be levied may vote on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Community Area (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community

Area and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Community Area, and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Area shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Board appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Board elected by the Owners after the Turnover Date may use different approaches from those used by Board appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements in connection with the Community Area. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in the budget does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessments.

6.07 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Lot by the Declarant to a purchaser for value, and upon the closing of each subsequent sale of a Lot, the purchasing Owner shall make a capital contribution to the Association in an amount equal to the greater of (i) two hundred and fifty dollars (\$250.00) or (ii) one-fourth (1/4) of the current year's Community Assessment for that Lot, which amount shall be held and used by the Association for its working capital needs (and not as an advance payment of the Community Assessment).

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN
Collection of Charges and
Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if

any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an

action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

ARTICLE EIGHT Use Restrictions

8.01 RESIDENTIAL USE: Except as otherwise provided in Article Nine, each Lot shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Lot or any portion thereof, nor shall any Resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations.

8.02 SIGNS: Subject to the provisions of Article Nine, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area, nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area, except as permitted by the Board or as permitted under Article Nine.

8.03 PETS: The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) use of the Community Area by pets, including, without limitation, rules and regulations which set aside certain portions of the Community Area as a "dog run" or which require an Owner to clean up after his pet. All dogs and cats must be on a leash when outside of the Home unless contained within a yard which is improved with a fence

which is permitted pursuant to Sections 3.06 and 9.09 of this Declaration. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Home containing such pet and the decision of the Board shall be final.

8.04 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Lot or the Community Area. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

8.05 NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.06 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.07 PARKING: No boats, trailers, trucks (which have "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicles or similar vehicles shall be stored or parked overnight on any portion of the Premises (other than inside a garage) except as permitted under rules and regulations adopted by the Board. Except for emergencies, no repair or body work to a vehicle shall be performed except within the confines of a garage.

8.08 ANTENNAE/SATELLITE DISHES: Subject to applicable federal, state or local laws, ordinances or regulations, and the provisions of Sections 3.06 and 9.09 of this Declaration, the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than a simple mast antenna or a satellite dish of less than one (1) meter in diameter which is not visible from the front of the Home) shall not be allowed on the Premises.

8.09 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.

8.10 HAZARDOUS ACTIONS OR MATERIALS: Nothing shall be done or kept on any Lot or in or on any portion of the Community Area that is unlawful or hazardous, or that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Community Area.

8.11 SOLAR ENERGY SYSTEMS: Subject to the provisions of Sections 3.06 and 9.09, a Home may be improved with a solar energy system, provided that the solar energy system is in compliance with any Solar Energy System Policy adopted by the Board, as may be amended by the Board from time to time. The Solar System Policy shall be kept on file with the Association.

ARTICLE NINE
Declarant's Reserved Rights and
Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights of the Declarant in this Article shall terminate and be of no further force and effect from and after five (5) years from the date on which the Declarant is no longer vested with or controls title to any portion of the Development Area (“Declarant Rights Period”).

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Development Area or at other properties in the general location of the Development Area which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents and contractors, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion, and it need not comply with the provisions of Section 2.13.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the County, Municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or

private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer, water lines and cable television, or any other utility services serving any Lot.

9.05 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, Boards shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. The right and power of the Declarant to designate the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) twenty (20) years from the date of Recording hereof, or (iv) such other date as prescribed by statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable, in whole or in part . Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 MATTERS AFFECTING COMMUNITY AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the real estate legally describe in Section II of Exhibit B hereto (each a "Community Area Lot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a Community Area Lot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's Development Plan, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01 to withdraw and remove any portion or portions of a Community Area Lot from the Community Area, and (ii) require the Association to convey such portion or portions of a Community Area Lot which are so withdrawn and removed from the Community Area to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

9.09 ARCHITECTURAL CONTROLS: Prior to such time as the Declarant no longer holds or controls title to any portion of the Development Area, no additions, alterations or improvements (including, without limitation, changes in the exterior color of a Home or

construction or installation of a shed, outbuilding, deck, patio, terrace, antennae, satellite dish or similar changes) shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

ARTICLE TEN Amendments

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct omissions, errors, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations and/or requirements of the Municipality, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to withdraw and remove any portion or portions of the Community Area from the Premises so that such portion or portions so withdrawn and removed shall no longer be Community Area hereunder, (vii) to reflect a change in the Declarant's Development Plan, and/or (viii) to reflect the recording of Plat or resubdivision. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declarant to Record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to the provisions of Sections 2.13 and 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument consented to, in writing, executed by Owners of at least Seventy-Five Percent (75%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the

Owners and all First Mortgagees, and (ii) subject to applicable statutes, until such time as the rights and powers of the Declarant under Article Nine terminate, the provisions of Article Nine, Article Twelve or any provisions of this Declaration relating to the rights and powers of the Declarant may only be amended with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN
First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;

(g) Notice of any default by the Owner of the Lot which is subject to the First Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Association which is not cured within 30 days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;

(2) The withdrawal of the Premises from the provisions of this Declaration;

provided, that, such consent of Eligible First Mortgagees will not be required with respect to any action under (1) and (2) above which occurs as a result of any action taken pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE
Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is made subject to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent of the Owners (by number) of two-thirds (2/3) of all Lots then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby reserves the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, or Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and

effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02(d), but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

ARTICLE THIRTEEN Dispute Resolution

13.01 ALTERNATIVE PROCEDURES FOR RESOLVING DISPUTES:

(a) Declarant and its managers, officers, directors employees and agents; the Association, its managers, officers, directors and committee members; all Persons subject to this Declaration; and any Person not otherwise subject to this Declaration who agrees to submit to this Article (each of such entities, a “Bound Party” hereunder) agree that it is their desire to efficiently and quickly resolve any disputes that arise, and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not a court of law or equity. Accordingly, each Bound Party covenants and agrees to submit all Disputes to the procedures set forth in Section 13.03 below and, if applicable, the dispute resolution provisions contained in the purchase agreement for the sale by Declarant (as the seller) and purchase by an Owner (as the purchaser) of a Home on a Lot (the “Purchase Agreement”). In the event of an inconsistency or contradiction between the provisions relating to dispute resolution as set forth in this Declaration and those which are set forth in the Purchase Agreement (if applicable), the provisions of the Purchase Agreement shall prevail.

(b) For purposes hereof, “Disputes” (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims: (i) arising out of or relating to the interpretation, application or enforcement of the provisions of this Declaration, the By-Laws and/or reasonable rules and regulations adopted by the Board or the rights, obligations and duties of any Bound Party under the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board, (ii) relating to the design or construction of improvements; (iii) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party or its representative; (iv) arising under, or related to, the Purchase Agreement, the Lot and the Home constructed thereon, the Development or any dealings between the Declarant and Owner, (v) relating to personal injury or property damage alleged to have been sustained by an Owner,

Owner's children or other occupants of the home on the Lot or the Premises, (vi) relating to issues of formation, validity or enforceability of any portion of this Article.

(c) Notwithstanding the provisions of Section 13.01(a) and 13.01(b) above, unless the involved Bound Parties otherwise agree, the following shall not be Disputes and shall not be subject to the provisions of Section 13.03: (i) any suit by the Association against any Bound Party to enforce the provisions of Article Six; (ii) any suit by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of the Declaration; (iii) any suit between or among Owners, which does not include the Declarant or the Association as a party, if such suit asserts a Dispute which would constitute a cause of action independent of the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board; and (iv) any suit in which any indispensable party is not a Bound Party.

13.02 ACTION BY THE ASSOCIATION:

(a) Consensus for Action by the Association. Except as specifically provided in this Section 13.02(a), the Association may not commence a legal proceeding or an action under this Article without the affirmative vote of at least seventy-five percent (75%) of the Voting Members. A Voting Member representing Lots owned by Persons other than the Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Lots represented by the Voting Member. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), the By-Laws and reasonable rules and regulations or policies adopted by the Board; (ii) actions to enforce the terms of any contract or agreement to which the Association is a party, (iii) the imposition and collection of Community Assessments; (iv) proceedings involving challenges to ad valorem taxation; or (v) counterclaims brought by the Association in proceedings instituted against it.

(b) Commencement of Proceeding Against Declarant. Prior to the Association or any member commencing any proceeding to which the Declarant is a party, including but not limited to an alleged defect of any improvement, the Declarant shall have the right to be heard by the members, or the particular member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

13.03 MANDATORY PROCEDURES:

(a) Notice. As a condition precedent to seeking any action or remedy, a Bound Party having a Dispute ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein being individually, as a "Party," or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Dispute, including the defect or default, if any, in detail and the Persons involved and Respondent's role in the Dispute;

(ii) the legal basis of the Dispute (i.e., the specific authority out of which the Dispute arises);

(iii) the proposed remedy;

(iv) any evidence that depicts the nature and cause of the Dispute and the nature and extent of repairs necessary to remedy the Dispute, including expert reports, photographs and videotapes; and

(v) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Dispute.

Notices given to Respondent pursuant to this Section shall be deemed sufficient if personally delivered, delivered by commercial messenger service, or mailed by registered or certified mail, postage prepaid, return receipt requested to the last known address of the Respondent as it appears on the records of the Association on the date of mailing.

(b) Disputes Involving Declarant. With respect to any Dispute to which the Declarant is the Respondent:

(i) Right to Inspect. Claimant agrees to permit Declarant and its agents to perform inspections and tests and to make all repairs and replacements deemed necessary by Declarant to respond to the Dispute. Declarant shall have the Cure Period (defined below) to inspect and correct any alleged default. The Declarant shall be given a reasonable opportunity to perform all inspections and tests and make all repairs and/or replacements deemed to be necessary by Declarant.

(ii) Right to Cure. The Declarant shall have the right to repair, replace or pay the Claimant the reasonable cost of repairing or replacing any defective item. Unless otherwise provided by law or agreed by the Parties, the Declarant shall have not less than 35 days nor more than 90 days from receipt of the Notice (the "Cure Period") to cure as provided herein or to otherwise respond to the Claimant in the event that the Declarant determines that no default has occurred and/or default exists. A Claimant shall have no right to bring any action against the Declarant until expiration of the Cure Period. The Cure Period shall be extended by any period of time that Claimant refuses to allow the Declarant to perform inspections and/or perform tests as provided in Section 13.03(b)(i). The Declarant shall have the right, but not the obligation, to take action during the Cure Period and/or respond to any notice received from Claimant.

(iii) Time. The time periods provided for the inspection and cure by the Declarant shall be extended by any period of time that Claimant refuses to allow Declarant to make inspections, tests, repairs and/or replacements. Any inspection, test,

repair or replacement performed on a business day between 9 a.m. and 5 p.m. shall be deemed to be reasonable hereunder.

(c) Negotiation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Dispute by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation. If the Parties do not resolve the Dispute within 90 days after the date of the date of the Notice and the Cure Period has expired (“Termination of Negotiations”), either Party shall have 30 days from the date of Termination of Negotiations to submit the Dispute to mediation.

(e) Mediation. If the Parties are unable to agree to a mediator, the Parties shall utilize the American Arbitration Association (“AAA”) for this role. The Parties expressly agree that the mediator’s charges shall be equally shared and that each Party shall be responsible for its own costs and fees, including attorneys’ fees and consultant fees incurred in connection with the mediation. If a Claimant does not submit the Dispute to mediation within such time, or does not appear for the mediation, then the Claimant shall be deemed to have waived the Dispute, and the Respondent shall be released and discharged from any and all liability to Claimant on account of such Dispute.

(f) Arbitration. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA’s Construction Industry Arbitration Rules. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Dispute, would be barred by the applicable statute(s) of limitations, which such statute(s) of limitations the Parties expressly agree apply to any Dispute. The decision of the arbitrator(s) shall be final and binding on both Parties. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the Dispute amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Parties, then the Dispute shall be heard and determined by one arbitrator. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

13.04 COSTS: Unless otherwise recoverable by law or statute, each Party shall bear its own costs and expenses, including attorneys’ fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting Party shall be awarded reasonable attorneys’ fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a Party fails to abide by the terms of a mediation settlement or arbitration award, the other Party shall be awarded reasonable attorneys’ fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

13.05 TIME FOR COMMENCEMENT: THE PARTIES AGREE THAT ANY LAWSUIT OR ARBITRATION PROCEEDING (WHICHEVER MAY APPLY) ARISING

FROM OR RELATING TO ANY DISPUTE MUST BE COMMENCED WITHIN TWO YEARS AND ONE DAY FROM THE DATE THE CAUSE OF ACTION ACCRUES. TIME IS OF THE ESSENCE, SO THAT IF THE LAWSUIT OR ARBITRATION PROCEEDING IS NOT COMMENCED WITHIN THAT STATED PERIOD, THE DISPUTE IS BARRED AND WAIVED. FOR ARBITRATION PURPOSES, A CAUSE OF ACTION SHALL ACCRUE AS PROVIDED BY APPLICABLE STATUTE FOR THE INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING; AND IF THERE IS NO APPLICABLE STATUTE, THEN THE CAUSE OF ACTION, REGARDLESS OF A PARTY'S LACK OF KNOWLEDGE, ACCRUES ON DISCOVERY OF THE INJURY.

13.06 NO PRECLUSIVE EFFECT OR COLLATERAL ESTOPPEL: To the fullest extent permitted by applicable law, the Bound Parties agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of Parties. In addition, the Bound Parties further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties and then only as between those parties.

13.07 ENFORCEABILITY: The waiver or invalidity of any portion of this Article shall not affect the validity or enforceability of the remaining portions of this Article. The Bound Parties further agree (1) that any Dispute involving Declarant's affiliates, managers directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Declarant may, at its sole election, include Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer or surety as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

13.08 NO CLASS OR REPRESENTATIVE ACTIONS: THE BOUND PARTIES AGREE THAT A PARTY MAY RAISE A DISPUTE AGAINST ANOTHER PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN DISPUTES REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL DISPUTE(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS A PARTY FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.

13.09 NO EXTENSION OF TIME: Nothing herein shall extend the time period by which a Dispute or cause of action may be asserted under the applicable statute of limitation or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

13.10 OTHER DISPUTE RESOLUTION: Notwithstanding the obligation of Bound Parties to submit any Dispute to mediation and arbitration, to the extent that a particular Dispute is not subject to the mediation or the arbitration provisions contained in this Article, or in the event that a judge determines an arbitration agreement is unenforceable, the Parties agree as follows: THE PARTIES ACKNOWLEDGE THAT JUSTICE WILL BEST BE SERVED IF ISSUES RELATING TO THE DISPUTE ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. THE PARTIES AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. A PARTY SHALL CONTACT AN ATTORNEY OF THAT PARTY'S CHOICE IF SUCH PARTY DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF THESE PROVISIONS. For any Dispute that involves a claimed amount of less than \$10,000, the parties may agree to litigate the Dispute before a judge in a court of small claims; however, any appeal of the judgment rendered in the small claims court will be subject to the mediation and arbitration provisions set forth in this Article.

13.11 LIMITATION OF DAMAGES: By acceptance of deed, mortgage, trust deed or other evidence of obligations or other instrument relating to a Lot, each Owner acknowledges and agrees that such Owner has waived and shall be deemed to have waived the right to any award of damages in connection with the arbitration of a dispute, other than such Owner's actual damages.

13.12 AMENDMENT OF ARTICLE: Without the express prior written consent of Declarant, this Article may not be amended for a period of twenty years from the date of the Recording of this Declaration.

ARTICLE FOURTEEN

Miscellaneous

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any

conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

14.06 DESIGNATED BUILDERS:

(a) The Declarant shall have the right and power to designate, in a Supplemental Declaration, a "Designated Builder" and to grant to the Designated Builder some or all of the rights of the Declarant hereunder, including, without limitation, one or more of the following rights:

(i) The right to construct homes and to temporarily store construction equipment and materials on the Development Area;

(ii) The right to construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Designated Builder may deem advisable and to use such model units (including model units which are sold by and leased back to the Designated Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Designated Builder or any its affiliates, without the payment of any fee or charge whatsoever to the Association.

(iii) The right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge.

(iv) The right and power to lease any Homes owned by it to any person or entity which it deems appropriate in its sole discretion.

(v) The right not to pay assessments under Section 6.02 hereof with respect to Lots owned by the Designated Builder during the period prior to the Turnover Date, subject to the obligation to share in the payments, if any, required to be made by the Declarant;

(vi) The right not to pay the initial capital contribution provided in Section 6.07 upon the closing of the sale of a Lot by Declarant to the Designated Builder; provided, however, that, in such case, the amounts payable under Section 6.07 shall be paid upon the closing of the Lot by the Designated Builder to a third party purchaser; and

(vii) The right to be treated as the Declarant under Section 14.07 hereof with respect to the waiver of implied warranty of habitability provided for therein.

(b) Any rights granted by the Declarant to a Designated Builder pursuant to this Section may be subject to such restrictions and limitations as the Declarant deems appropriate. Unless otherwise limited by the Declarant, any rights granted by the Declarant to a Designated Builder pursuant to this Section shall continue until such time as the Designated Builder is no longer vested with, or controls title to, any portion of the Development Area, regardless of whether the rights of the Declarant hereunder have terminated or expired.

14.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Indiana courts have held that every contract for the construction of a new home in Indiana carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, pursuant to the Indiana New Home Construction Warranty Act, a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall have the right to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

[Signature page follows]

Dated: _____, 20__

DECLARANT:

LENNAR HOMES OF INDIANA, INC., a
Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____, as a Vice President of Lennar Homes of Indiana, Inc., a Delaware corporation (“Corporation”) appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 20__.

Notary Public

EXHIBIT A TO
DECLARATION FOR IRON GATE

The Development Area

PARCEL 1:

A PARCEL OF REAL ESTATE IN THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0 DEGREES 09 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2638.50 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 35 MINUTES 41 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 660.69 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 33 SECONDS WEST 2638.68 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, ALONG SAID NORTH LINE, 661.02 FEET TO THE POINT OF COMMENCEMENT; EXCEPTING THEREFROM THE NORTH 436 FEET OF THE EAST 100 FEET OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA; TOGETHER WITH

PARCEL 2:

A PARCEL OF REAL ESTATE IN THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE EAST ONE-HALF WHICH IS 330.51 FEET EAST OF THE NORTHWEST CORNER OF SAID EAST ONE-HALF; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, ALONG SAID NORTH LINE, 330.51 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 33 SECONDS EAST 2638.68 FEET TO THE SOUTH LINE OF SAID EAST ONE-HALF; THENCE SOUTH 89 DEGREES 35 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH LINE, 330.35 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 45 SECONDS WEST 2638.78 FEET TO THE POINT OF COMMENCEMENT; TOGETHER WITH

PARCEL 3: A PARCEL OF REAL ESTATE IN THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID EAST ONE-HALF WHICH IS 330.51 FEET EAST OF THE NORTHWEST CORNER OF SAID EAST ONE-HALF; THENCE SOUTH 0 DEGREES 09 MINUTES 45 SECONDS EAST 2638.78 FEET TO THE SOUTH LINE OF SAID EAST ONE-HALF; THENCE SOUTH 89 DEGREES 35 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH LINE, 330.35 FEET TO THE SOUTHWEST CORNER OF SAID EAST ONE-HALF; THENCE NORTH 0 DEGREES 10 MINUTES 01 SECONDS WEST, ALONG THE WEST LINE OF SAID EAST ONE-HALF, 2638.87 FEET TO THE NORTHWEST CORNER OF SAID EAST ONE-HALF; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, ALONG SAID NORTH LINE, 330.51 FEET TO THE POINT OF COMMENCEMENT.

ALSO KNOWN AS:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 436 FEET TO THE EAST 100 FEET, ALL IN PORTER COUNTY, INDIANA.

PINS: 64-09-09-200-008.000-004, 64-09-09-200-007.000-004 and 64-09-09-200-006.000-004

EXHIBIT B TO
DECLARATION FOR IRON GATE

The Premises

I. LOTS:

II. COMMUNITY AREA:

EXHIBIT C TO
DECLARATION FOR IRON GATE

By-Laws

THE BY-LAWS OF THE
IRON GATE HOMEOWNERS ASSOCIATION, INC.,
AN INDIANA NONPROFIT CORPORATION

ARTICLE I
NAME OF CORPORATION

The name of this corporation is Iron Gate Homeowners Association, Inc.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Association are to act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare and the common use and enjoyment thereof by members of the Association, all on a not-for-profit basis. These By-Laws are subject to the provisions of the Declaration for Iron Gate ("Declaration") recorded with the Office of the Recorder of Deeds for Porter County, Indiana. All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the Indiana General Not-For-Profit Corporation Act of 1935, the Declaration and these By-Laws; provided, however, that, except as otherwise specifically provided in Section 5.10 of the Declaration, the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or member. Anything to the contrary notwithstanding, any proposed amendment to the provisions of this Section 2.02 shall be effective only upon (i) the affirmative vote of Voting Members representing 100% of the title votes of the Association, and (ii) until such time as the Declarant no longer holds or controls title to any portion of the Premises, the prior written consent of the Declarant.

ARTICLE III
OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Indiana as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association's principal office shall be maintained on the Development Area or at the office of its managing agent.

ARTICLE IV
MEETINGS OF MEMBERS

4.01 MEMBERSHIP. The Owner from time to time of each Lot shall automatically be a “Member” of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. The Declarant shall be the “Class B Member” with respect to Lots which it owns from time to time. Each owner other than the Declarant shall be a “Class A Member” with respect to each Lot the Owner Owns. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. A purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Lot, in writing or by electronic notice to the Association, and such representative shall be deemed a “Voting Member”, as defined in the Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and the Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 PLACE OF MEETING; QUORUM: Meetings of the members shall be held at the principal office of this Association or at such other place in Porter County, Indiana as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Voting Members representing at least twenty percent (20%) of the total votes shall constitute a quorum. However, in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum for any subsequent meeting called for the same purpose shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held; provided that quorum shall not be reduced to less than five percent (5%). Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of a majority of the members present at such meeting.

4.04 ANNUAL MEETINGS: The initial meeting of the members shall be held upon not less than twenty-one (21) days' written notice given by the Declarant. If not called earlier by the Declarant, the initial meeting of the Owners shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Owners on the anniversary thereof, or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less

than ten (10) days prior to the date fixed for said meeting.

4.05 SPECIAL MEETINGS: Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by twenty percent (20%) of the Voting Members, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally or by mail or email to the members, addressed to such member at the address given by him to the Board for the purpose of service of such notice or to the Lot of the Owner, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

ARTICLE V BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Association shall be vested in the board of directors (the "Board"), which shall consist of three (3) persons ("Directors") or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members. Each Director shall be an Owner or a Voting Member.

5.02 DEVELOPER DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until the first meeting of the members after the Turnover Date the Board shall consist of three (3) persons from time to time designated by the Declarant, who shall serve at the discretion of the Declarant. During such period the Owners may elect from among themselves that number of non-voting counselors to the Board as the Declarant may, in its sole discretion, permit.

5.03 BOARDS AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than the Turnover Date) the Voting Members shall elect a full Board of Directors in the manner hereinafter provided to replace the Declarant designated Board established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within sixty (60) days after the election of a majority of the Board other than those designated by the Declarant, the Declarant shall deliver to the Board:

(a) Original copies of the Declaration, these By-Laws, the Association's Articles of Incorporation and the Association's minute book.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant designated Boards.

(c) All Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Association including documents transferring the property to the Association.

5.04 ELECTION: At the initial meeting of the Owners a full Board of Directors shall be elected or appointed as provided herein. The two (2) candidates receiving the greatest number of votes shall each serve a two year term and the candidate receiving the next greatest number of votes shall serve a one year term. Thereafter, each Director shall serve a two year term. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, each Class A Member shall be entitled to the number of votes equal to the number of Board to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Board to be elected multiplied by ten (10). Cumulative voting shall not be permitted for Class A Members, but cumulative voting shall be permitted for the Class B Member.

5.05 ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the members.

5.06 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided, that, after the Turnover Date, not less than four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting.

5.07 SPECIAL MEETINGS: Special meeting of the Board may be called by the President or at least one-third (1/3) of the Directors then serving.

5.08 WAIVER OF NOTICE: Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.09 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Directors shall receive no compensation, except as expressly provided in a resolution duly adopted by 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.11 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Directors then serving at any annual meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.12 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Indiana General Not- For-Profit Corporation Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a manager or managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area for which the Association is responsible under the Declaration and these By-Laws;
- (d) To procure insurance as provided for under the Declaration;
- (e) To estimate and provide each Owner with an annual budget showing the Community Expenses;
- (f) To set, give notice of, and collect Assessments from the Owners as provided in the Declaration;
- (g) To pay the Community Expenses;
- (h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;
- (i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Community Area, and for the health, comfort, safety and general welfare of the Owners. Written notice of any such rules and regulations or amendments thereto shall be given to all Owners affected thereby;

(j) To delegate the exercise of its power to committees appointed pursuant to Article Seven of these By-Laws.

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof.

ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be Directors and shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws as provided in the Declaration and these By-Laws.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the Association Seal and have charge of such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII
COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners or representative of Owners and the President of the Association shall appoint the members of such committee and shall designate a Director to act as a liaison between such committee and the Board. Any member of such committee may be removed by the President of the Association whenever in his judgment the best interests of the Association shall be served by such removal. The powers and the duties of any such standing committee shall be as set from time to time by resolution of the Board. The chairman of each standing committee shall be a Director (who shall act as the liaison between the committee and the Board), and the other members of the committee (which need not be Directors) shall be appointed and removed from time to time by such chairman.

7.03 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRMAN: One member of each committee shall be appointed chairman.

7.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

7.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 RULES: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX
FISCAL MANAGEMENT

9.01 FISCAL YEAR: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

9.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with a statement of the income and disbursements of the Association for such fiscal year.

9.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from an Owner (together with payment of a reasonable fee, if any, set by the Board) the Board shall provide the Owner with a statement containing the following information:

(a) The status of the Owner's account and the amount of any unpaid assessments or other charges due and owing from the Owner; and

(b) The status and amount of any and all Capital Reserves.

9.04 ASSESSMENT PROCEDURE: Community Assessments and special assessments

shall be made and collected as provided in the Declaration.

ARTICLE X
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his mortgagee, agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XI
SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the names of the Association and the words "Corporate Seal, Indiana".

ARTICLE XII
AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time by the affirmative votes of Directors having more than two-thirds (2/3) of the total votes; provided, that (i) no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration, and (ii) no provision of these By-Laws which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

FINAL ENGINEERING PLANS IRON GATE SUBDIVISION VALPARAISO, INDIANA

LEGEND	
EXISTING	PROPOSED
SANITARY SEWER	4" PVC
FORCE MAIN	12" HDPE
STORM SEWER	12" HDPE
UNDERDRAIN	1/2" - 1" IS
MANHOLE	Ø
CATCH BASIN	⊖
INLET	○
CLEANDOUT	○
WATER MAIN	1" - 12" IR
VALVE VAULT	○
VALVE BOX	○
FIRE HYDRANT	○
FLARED END SECTION	○
COMBINED SEWER	○
STREET LIGHT/PARKING LOT LIGHT	⊗
POWER POLE	⊕
STREET SIGN	⊕
FENCE	⊕
GAS MAIN	1" - 12" IR
OVERHEAD LINE	---
TELEPHONE LINE	---
ELECTRIC LINE	---
CABLE TV LINE	---
HIGH WATER LEVEL	HWL 100.00
NORMAL WATER LEVEL	NWL 100.00
CONTOUR LINE	100.00
TOP OF CURB ELEVATION	TC 100.00
TOP OF DEPRESSED CURB	TD 100.00
PAVEMENT ELEVATION	P 100.00
SPOT ELEVATION	SE 100.00
FINISHED FLOOR ELEVATION	FF 100.00
TOP OF FOUNDATION	TF 100.00
GRADE AT FOUNDATION	GF 100.00
HIGH OR LOW POINT	HP 100.00
OVERLAND FLOOD ROUTE	---
PAVEMENT FLOW DIRECTION	---
SCALE FLOW DIRECTION	---
DEPRESSED CURB AND GUTTER	---
REVERSE CURB AND GUTTER	---

ABBREVIATIONS					
AC	ACRE	HML	HIGH WATER ELEVATION	SAN	SANITARY SEWER
BC	BACK OF CURB	INL	INLET	SMM	SANITARY MANHOLE
BM	BOTTOM	INV	INVERT	STA	STATION
CB	CATCH BASIN	LF	LINEAL FEET/FOOT	SW	STORM WATER
CS	CATCH BASIN PER SECOND	LT	LEFT	SQ	SQUARE FOOT
CT	CURB YARD	L/W	LOWEST GRADE ADJACENT TO RETAINING WALL	SPP	STORMWATER POLLUTION PREVENTION PLAN
DIA	DIAMETER	MAX	MAXIMUM	TOC	TOP OF DEPRESSED CURB
DIM	DUCTILE IRON WATER MAIN ELEVATION	MIN	MINIMUM	TC	TOP OF CURB
EP	EDGE OF PAVEMENT	MN	STORM MANHOLE	TF	TOP OF FOUNDATION
FF	FINISHED FLOOR	NW	NORTH WEST	T/W	TOP OF RETAINING WALL
FES	FLARED END SECTION	NW	NORTH WEST	TVB	VALVE BOX
FT	FOOT/FEET	OCS	OUTLET CONTROL STRUCTURE	VC	VERTICAL CURVE
G	GUTTER ELEVATION	P	PAVEMENT ELEVATION	VV	VALVE VAULT
GF	GRADE AT FOUNDATION	PCV	POLYETHYLENE CHLORIDE PIPE	W	WATER MAIN
GR	GRADE RING ELEVATION	R	RADIUS	WE	WALK ELEVATION
HOPE	HIGH DENSITY POLYETHYLENE PIPE	RCP	REINFORCED CONCRETE PIPE	WM	WATER MAIN
HD	HIGH DENSITY POLYETHYLENE PIPE	RT	RIGHT	VPI	VERTICAL POINT OF INTERSECTION
HMA	HOT MIX ASPHALT	ROW	RIGHT OF WAY		

INDEX OF SHEETS	
1	COVER SHEET
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5	GRADING PLAN - CENTRAL
6	GRADING PLAN - SOUTH
7	GRADING DETAILS
8	STORMWATER POLLUTION PREVENTION PLAN
9	SWPPP DETAILS
10	SWPPP SPECIFICATIONS
11	OVERALL UTILITY PLAN
PLAN AND PROFILE:	
12	IRON GATE DRIVE - STA 1+00 TO 8+30
13	IRON GATE DRIVE - STA 8+30 TO 18+80
14	IRON GATE DRIVE - STA 18+80 TO 25+80
15	IRON GATE DRIVE - STA 25+80 TO 31+00
16	IRON GATE DRIVE - STA 31+00 TO 32+83
17	BRANDER DRIVE - STA 32+83 TO 37+00
18	BRANDER DRIVE - STA 37+00 TO 43+24
19	BRANDER DRIVE STA 43+24 TO 55+50
20	BRANDER DRIVE STA 55+50 TO 61+24
21	PORTER STREET STA 1+00 TO 7+95
22	FENDER STREET STA 1+00 TO 9+32
23	PLAN AND PROFILE - OFFSITE FORCEMAIN
24	PLAN AND PROFILE - OFFSITE FORCEMAIN
25	OFFSITE WATERMAIN CONNECTION PLAN
26	PAVEMENT MARKING, SIGNAGE, AND LIGHTING PLAN
27-30	CONSTRUCTION DETAILS
31	PROJECT SPECIFICATIONS

BENCHMARKS

SOURCE BENCHMARK: PORTER COUNTY BENCHMARK 8000, PORTER COUNTY, IN. SURVEY NUMBER 22P (LATEST APPROXIMATE DATE 2010). INTERSECTION OF COUNTY ROAD 500W ELEVATION = 255.15 (NAVD83)

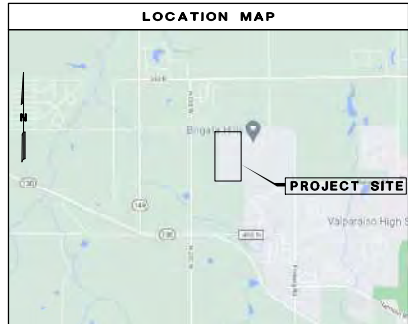
SITE BENCHMARK NO. 11 IS SPHERE 18 SOUTH FACE OF POWER POLE ON NORTH SIDE OF COUNTY ROAD 500W APPROXIMATELY 1200 FEET OF WEST ELEVATION = 719.25

NOTES:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:

- STANDARD SPECIFICATIONS, INDIANA DEPARTMENT OF TRANSPORTATION, SEVENTH EDITION (2008) FOR CONSTRUCTION.
- INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT REGULATIONS.
- VALPARAISO UNIFIED DEVELOPMENT ORDINANCES.

IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MOST STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.



THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION, DIRECTION AND MEANS & METHODS OF CONSTRUCTION

DRAINAGE CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAID IMPROVEMENTS OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBMITTER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJACENT PROPERTY BECAUSE OF THE CONSTRUCTION OF THE IMPROVEMENTS.

LICENSED ENGINEER _____ ENGINEER'S SEAL _____

Mackie Consultants, LLC
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 Rosemead, IL 60018
 (847) 959-1420
 www.mackieconsultants.com

CLIENT: LENNAR

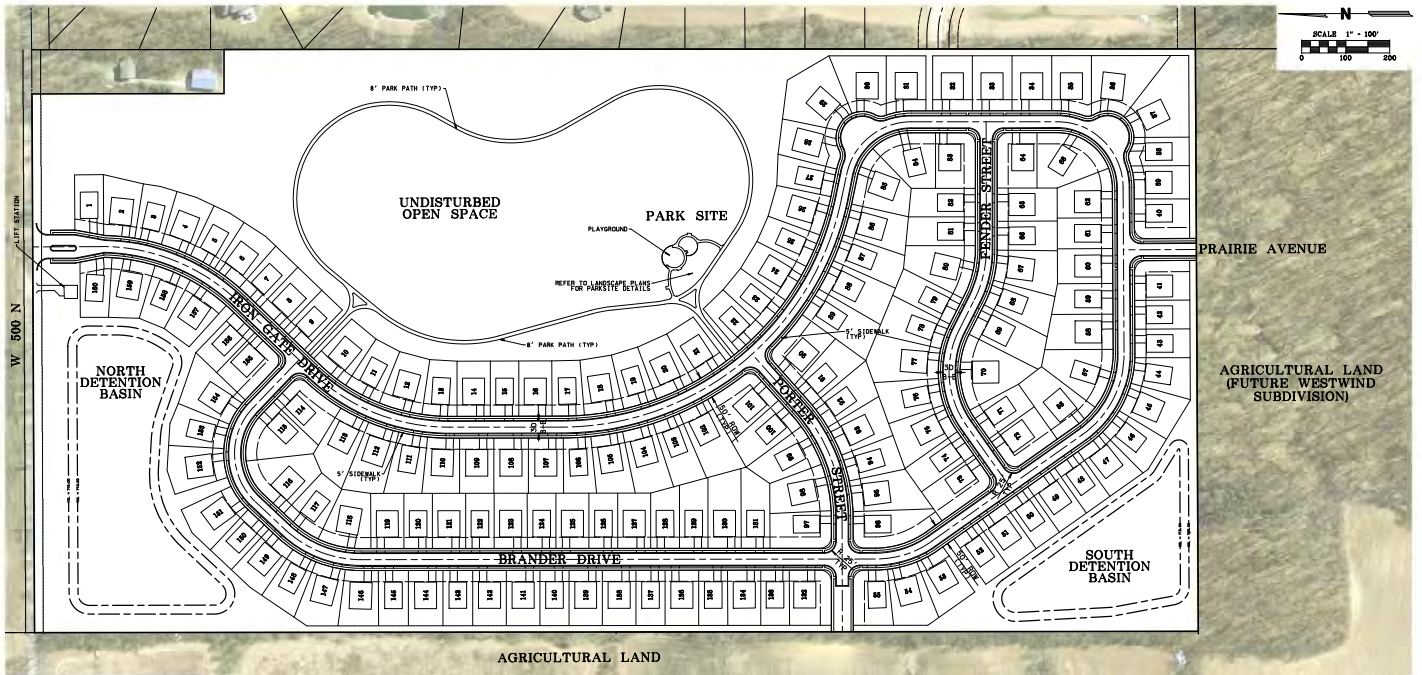
Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-255-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE	N.T.S.
DESIGNED	SSS			
DRAWN	DN			
APPROVED	KJM			
DATE	12/10/2001			

COVER SHEET
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
1 OF 31
 PROJECT NUMBER: 4089
 15 MINUTE CORNER DATA COLLECTION
 ELEVATION FROM LEASE #41-000004

BRIGATA HILLS SUBDIVISION



- SITE PLAN GENERAL NOTES
1. ALL DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
 2. ALL RADII ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.
 3. ALL BUILDING DIMENSIONS ARE BASED ON ARCHITECTURAL PLANS FROM CLIENT. VERIFY THE SERIAL, TYPE, TO FIRM, ARCHITECTURAL, OR SET FOR DISCREPANCIES.
 4. ALL ON-SITE PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED.
 5. ALL PROPOSED CURBS AND GUTTERS SHALL BE SLOTTED TYPE. CURB REPRESSIONS SHALL MEET ALL REQUIREMENTS AS NOTED IN THE CONSTRUCTION DETAILS.
 6. ALL JOINTS MADE WITH EXISTING PAVEMENT, CURB, WALK OR CURB AND GUTTER ARE TO BE SAWCUT FULL DEPTH WITHIN 24 HOURS OF PLACEMENT.

2/2/2021 10:45 AM

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 9275 W. Higgins Road, Suite 500
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 (847) 898-1420
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CLIENT:

LENNAR

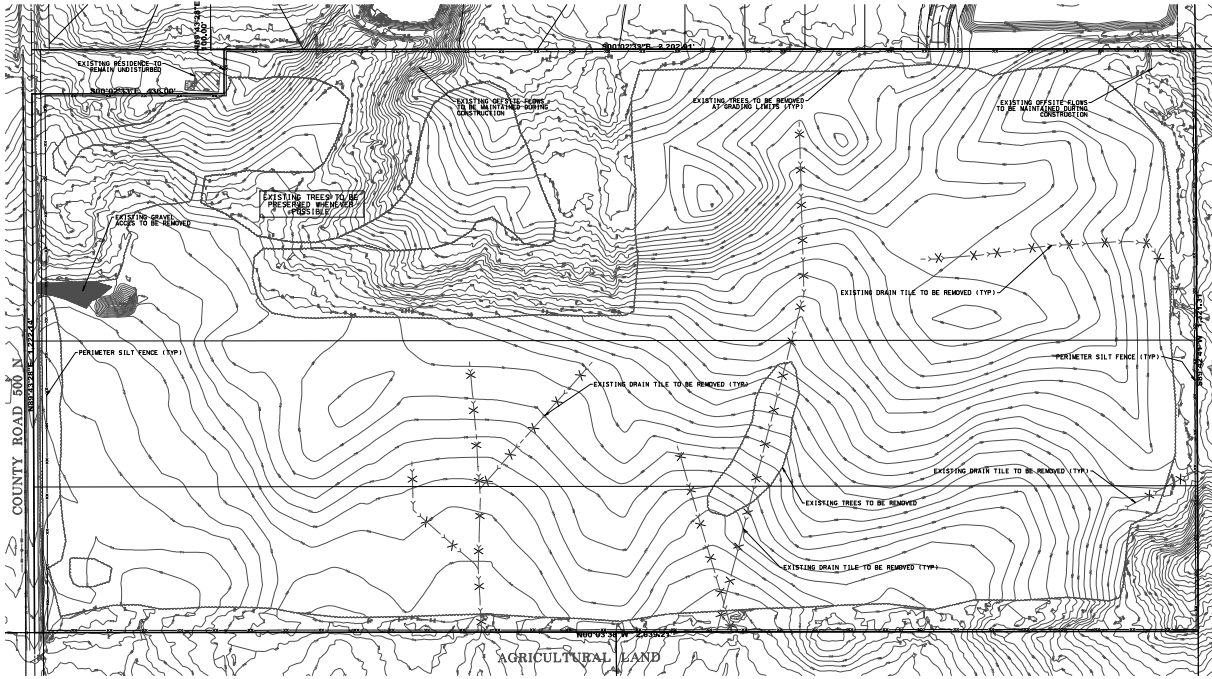
Lennar Homes
 1700 East Oak Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-253-3101

DESIGNED	BSG		
DRAWN	DM		
APPROVED	KJM		
DATE	12/10/2021		
DATE	DESCRIPTION OF REVISION	BY	SCALE
			1" = 100'

OVERALL SITE PLAN
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
2 OF 31
 PROJECT NUMBER: 4383
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 ILLINOIS PROFESSIONAL ENGINEERING LICENSE #14-000944

BRIGATA HILLS SUBDIVISION



AGRICULTURAL LAND (FUTURE WESTWIND SUBDIVISION)

DEMOLITION PLAN GENERAL NOTES:

1. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR DEMOLITION WORK AND ASSOCIATED UTILITY DISCONNECTION FEES.
3. THE MUNICIPALITY AND THE OWNER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. THIS PLAN WAS PREPARED FROM TOPOGRAPHIC SURVEY PREPARED BY MCKIE CONSULTANTS, L.L.C., DATED 11/17/21 AND AVAILABLE RECORDS. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES SHOWN AND NOT SHOWN BEFORE COMMENCEMENT AND NOTIFY THE ENGINEER OR OWNER OF ANY DISCREPANCIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO BEGINNING DEMOLITION WORK FOR THE EXACT LOCATIONS OF THE UTILITIES. THE CONTRACTOR SHALL ARRANGE FOR THE DISCONNECTION, PROTECTION OR RELOCATION OF ANY EXISTING UTILITY SERVICES, INCLUDING WATER, SEWER, GAS, ELECTRIC, TELEPHONE AND CABLE.
6. THE CONTRACTOR IS REQUIRED TO ASSURE HAZARD LOCATION AND DEPTH OF EXISTING UTILITIES AND RELATED FEATURES AND SHALL REPORT AT ONCE TO THE OWNER OR ENGINEER ANY DISCREPANCIES WITH RESPECT TO INFORMATION INDICATED IN THE CONTRACT DOCUMENTS.
7. ALL HAZARDOUS MATERIALS AND BUILDING MATERIALS SHALL BE REMOVED TO AN OFFSITE LOCATION. GRAVEL BASE MATERIALS SHALL BE STOCKPILED ONSITE AND USED FOR TEMPORARY PAVED OR GRAVEL FILL AREAS BY THE OWNER OR DEVELOPER. ANY BASE MATERIALS REMAINING UPON COMPLETION OF THE PROPOSED IMPROVEMENTS SHALL BE HAULED TO AN OFFSITE LOCATION.
8. ALL UTILITIES TO REMAIN AS NOTED SHALL BE ADJUSTED TO THE FINAL GRADES AS PROVIDED ON THE UTILITY PLANS.
9. GAS, TELEPHONE AND ELECTRIC DISCONNECTS SHALL BE DONE BY RESPECTIVE UTILITY AND PAID FOR SEPARATELY BY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISCONNECTION OF THIS WORK. TO THE CONTRACT. ALL ENVIRONMENTAL RESTRICTIONS WILL BE COMPLETED BY OWNER PRIOR TO START OF CONSTRUCTION.
10. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS SPECIFICALLY SHOWN TO BE REMOVED.

11. ALL UTILITIES AND STRUCTURES LOCATED WITHIN A FEET OF THE PROPOSED BUILDING LOCATION SHALL BE COMPLETELY REMOVED AND THE EXCAVATION BACKFILLED WITH PROPOSED FINISH GRADE. ALL REMAINING UTILITIES AND STRUCTURES SHALL BE PLACED TO A DEPTH OF 2'-FEET BELOW.
12. ALL PIPES TO BE REMOVED IN PLACE SHALL BE PLUGGED AT BOTH ENDS WITH A MINIMUM OF TWO (2) FEET NON-SHRINK CONCRETE MORTAR PLUGS. ANY STRUCTURES TO REMAIN SHALL HAVE THE BOTTOM BROKEN TO FACILITATE DRAINAGE AND FILLED WITH SAND OR PEA GRAVEL.
13. ALL EXISTING TREES, BRUSH, AND MISCELLANEOUS APPURTENANCES, SUCH AS FENCES, WHEEL STOPS, POLES LIGHTS AND MISCELLANEOUS DEBRIS SHALL BE HAULED TO AN OFFSITE LOCATION.
14. ANY EXISTING PAVEMENT TO REMAIN SHALL BE BROKEN UP IN PLACE TO PROVIDE ADEQUATE DRAINAGE.
15. THE CONTRACTOR SHALL ENSURE THAT ALL ADJOINING AREAS, INCLUDING ADJACENT STREETS AND DRIVEWAYS, SHALL BE FREE OF DEBRIS AT ALL TIMES.
16. PAVEMENT, CURB AND GUTTER AND SIDEWALK SHALL BE SAVED FULL DEPTH AT THE LIMITS OF REMOVAL.
17. ALL TREES TO REMAIN SHALL BE PROTECTED WITH SILT FENCE OR ORANGE CONSTRUCTION FENCES. PROTECTIVE FENCING SHALL BE PLACED AT THE DRIP LINE OF THE TREE TO BE SAVED. CONSTRUCTION WITHIN THE FENCE WITHOUT PERMISSION FROM THE OWNER OR MUNICIPALITY IS STRICTLY PROHIBITED.
18. EXISTING WELLS ENCOUNTERED SHALL BE EXCAVATED, SEALED AND ABANDONED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
19. EXISTING SEPTIC FIELDS ENCOUNTERED SHALL BE EXPOSED, DRAINED AND ABANDONED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
20. ANY DAMAGE DONE TO EXISTING STRUCTURES OR OBJECTS NOT SHOWN TO BE REMOVED OR REPLACED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

DRAIN TILE ROUTING SHOWN PER DRAIN TILE SURVEY PREPARED BY HUDDESTON MCBRIDE, DATED 11-18-21

Mckie Consultants, LLC
 8575 W. Highway Road, Suite 500
 Rosemead, CA 91078
 (847) 959-1420
 www.mckieconsultants.com

CLIENT:

LENNAR

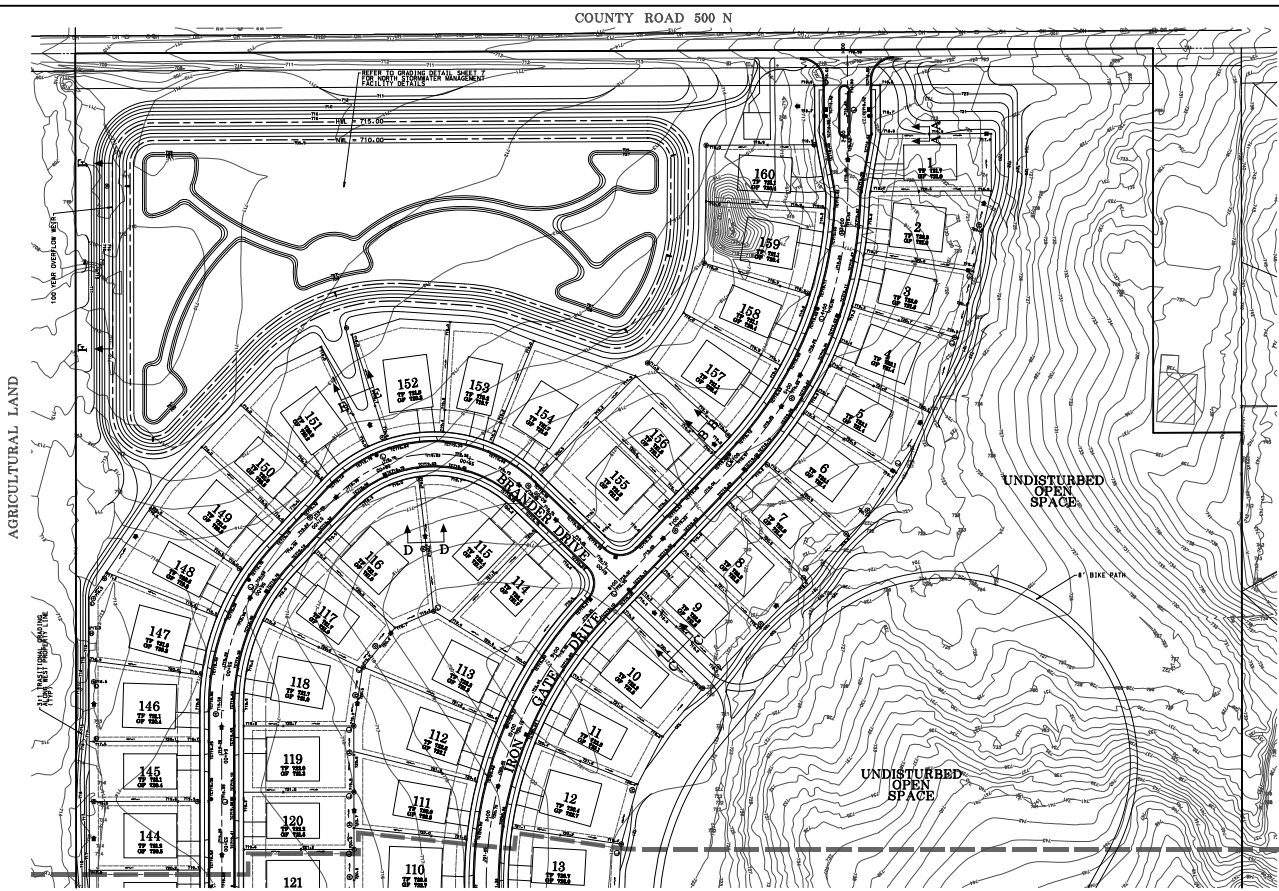
Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-294-1700 Fax: 224-294-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE

EXISTING CONDITIONS AND DEMOLITION PLAN
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
3 OF 31
 PROJECT NUMBER: 4389
 © MCKIE CONSULTANTS, L.L.C. 2021
 PLANOR PLAN LICENSE #14-000044

COUNTY ROAD 500 N



- GRADING PLAN GENERAL NOTES**
1. EXISTING EMBANKMENT SHOWN REPRESENTS SITE CONDITIONS AS OF 04-24-2001. CONTRACTOR SHALL FIELD CHECK EXISTING CONDITIONS PRIOR TO START OF CONSTRUCTION AND NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES.
 2. ALL DISTURBED AREAS SHALL BE RESTORED WITH FINISHES OF USUAL AND SOLID.
 3. EXCAVATION AND EMBANKMENT SHALL BE PERFORMED PER SPECIFIC SLOPE SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR HIGH AND BRIDGE CONSTRUCTION, LATEST EDITION.
 4. ALL CURB ELEVATIONS ARE TO TOP OF CURB. ALL OTHER ELEVATIONS ARE TO FINISH GRADE UNLESS OTHERWISE INDICATED.
 5. DRIVEWAY SLOPES FROM THE RIGHT-OF-WAY SHALL BE A MINIMUM OF 2% AND A MAXIMUM OF 10%.
 6. GRADING INDICATED MAY NEED TO BE ADJUSTED BASED ON FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO FIELD CONDITIONS PRIOR TO THE GRADING.
 7. BUILDING AREA INDICATED IS APPROXIMATE AND REPRESENTS THE POSSIBLE EXISTING CONDITIONS AS SHOWN.
 8. CONTRACTOR SHALL TAKE SPECIAL NOTE THAT THESE ARE NOTING DETAILS WITHIN THE DRAINAGE AREAS. THE LOCATION OF CURB BUILDING THE NOTES ARE INDICATED.
 9. DRAIN TILES ENGINEERS DURING MASS BRIDGING UTILITY WORK MUST BE CONNECTED TO THE PROPOSED STORM DRAIN SYSTEM. A RECORD MUST BE KEPT OF ANY DRAIN TILES ENGINEERED TO BE INCLUDED IN RECORD DRAWINGS.
 10. MANHOLE WELLS SHALL NOT BE ALLOWED ON EITHER SIDE OF PROPOSED FLOOD ROUTES WHEN THEY OCCUR BETWEEN HOUSES.
 11. UNDER DRAINAGE NOTES AND SLOPES MUST BE INSTALLED AT THE ELEVATION AND LOCATION SHOWN.
 12. DO NOT INTERRUPT DRAINAGE FROM OFF SITE DURING CONSTRUCTION OPERATIONS. PROTECT TEMPORARY DRAINAGE DITCHES WHERE REQUIRED.
 13. CONTRACTOR SHALL MEET EXISTING GROUND ELEVATIONS AT PROPERTY LINE UNLESS OTHERWISE NOTED AND THE APPROPRIATE FIELD NOTES OF CONSTRUCTION HAS BEEN OBTAINED.

REFER TO SHEET 7 FOR GRADING AND STORMWATER MANAGEMENT FACILITY DETAILS

BRIGATA HILLS SUBDIVISION

MATCH LINE - REFER TO SHEET 5

Mackie Consultants, LLC
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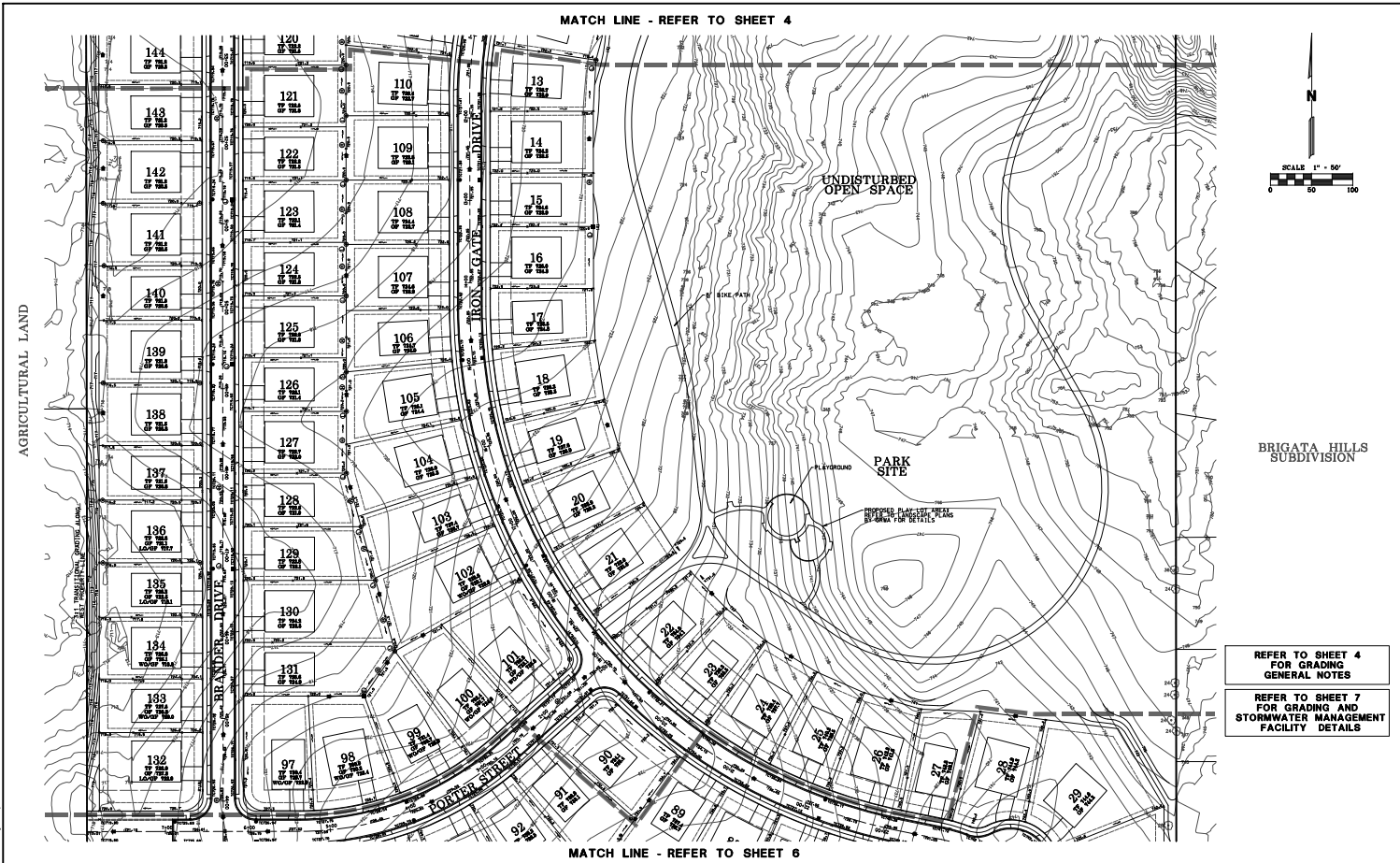
CLIENT: **LENNAR**
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-253-3101

DESIGNED	SSS
DRAWN	DM
APPROVED	KJM
DATE	12/10/2001
SCALE	1" = 60'

GRADING PLAN - NORTH IRON GATE SUBDIVISION VALPARAISO, INDIANA

SHEET
4 OF 31
 PROJECT NUMBER: 4389
 DRAWN: JONAS PATEL, L.L.C. 001
 ELEVATION FROM: 1000' ASL

MATCH LINE - REFER TO SHEET 4



BRIGATA HILLS SUBDIVISION

REFER TO SHEET 4 FOR GRADING GENERAL NOTES
 REFER TO SHEET 7 FOR GRADING AND STORMWATER MANAGEMENT FACILITY DETAILS

MATCH LINE - REFER TO SHEET 6

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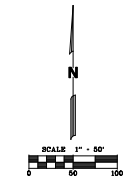
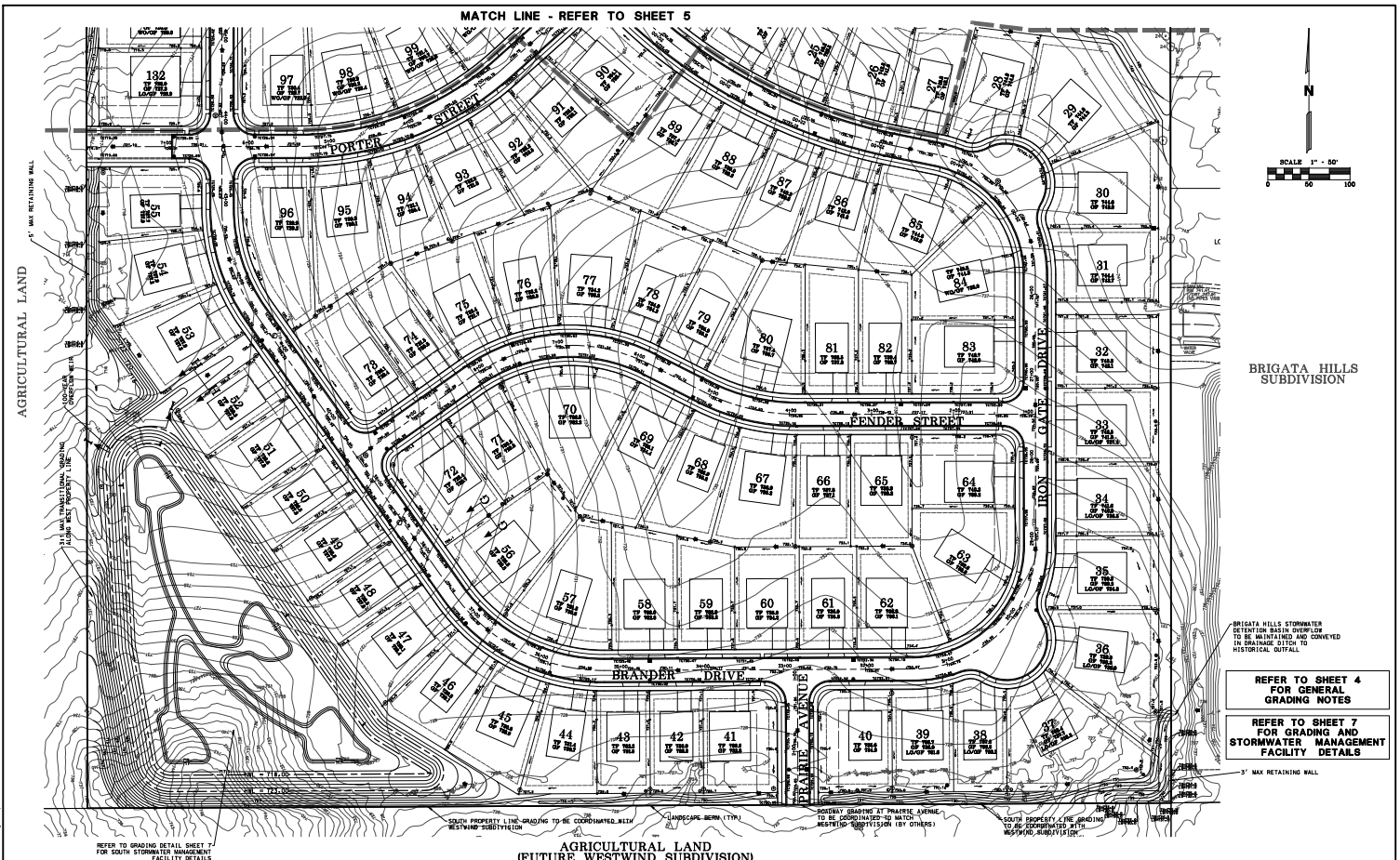
CLIENT: **LENNAR**
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-253-3101

DESIGNED	SSS	
DRAWN	DM	
APPROVED	KJM	
DATE	12/10/2001	
SCALE	1" = 60'	
DATE	DESCRIPTION OF REVISION	BY

GRADING PLAN - CENTRAL IRON GATE SUBDIVISION VALPARAISO, INDIANA

SHEET
5 OF 31
 PROJECT NUMBER: 4389
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MATCH LINE - REFER TO SHEET 5



BRIGATA HILLS SUBDIVISION

BRIGATA HILLS STORMWATER RETENTION BASIN OVERFLOW TO BE MAINTAINED AND CONVEYED IN CHANNELS TO HISTORICAL OUTFALL

REFER TO SHEET 4 FOR GENERAL GRADING NOTES

REFER TO SHEET 7 FOR GRADING AND STORMWATER MANAGEMENT FACILITY DETAILS

3' MAX RETAINING WALL

SOUTH PROPERTY LINE GRADING TO BE COORDINATED WITH WESTWIND SUBDIVISION
 LANDSCAPE BERM (LTP)
 PROPERTY GRADING BY TRAFFIC DRIVING TO BE COORDINATED TO MATCH WESTWIND SUBDIVISION (BY GRIDES)
 SOUTH PROPERTY LINE GRADING TO BE COORDINATED WITH WESTWIND SUBDIVISION

AGRICULTURAL LAND (FUTURE WESTWIND SUBDIVISION)

REFER TO GRADING DETAIL SHEET 7 FOR SOUTH STORMWATER MANAGEMENT FACILITY DETAILS

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 Lennar Homes
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DESIGNED	SSS	
DRAWN	DM	
APPROVED	KJM	
DATE	12/10/2001	
SCALE	1" = 50'	
DATE	DESCRIPTION OF REVISION	BY

GRADING PLAN - SOUTH IRON GATE SUBDIVISION VALPARAISO, INDIANA

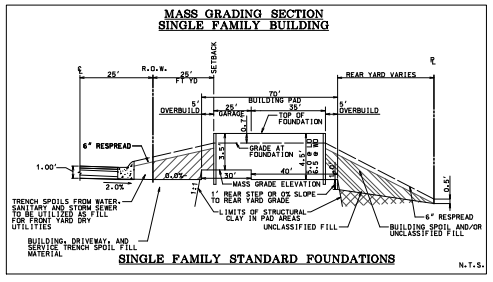
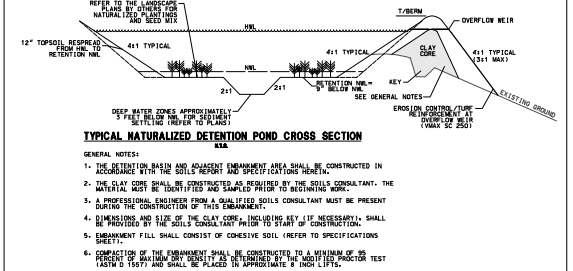
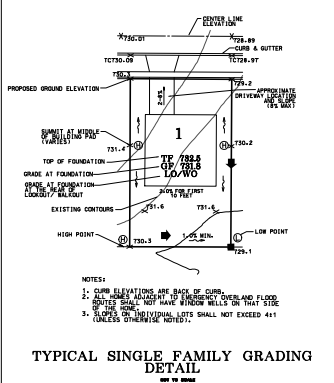
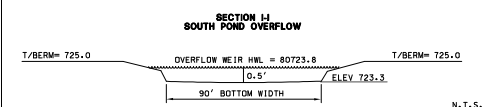
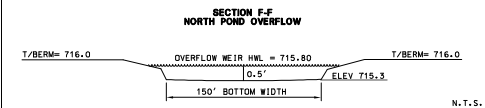
SHEET
6 OF 31
 PROJECT NUMBER: 4389
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 UNLESS SHOWN OTHERWISE

NORTH STORMWATER MANAGEMENT FACILITY

TOTAL ON-SITE DISTURBED AREA - 41.89 AC
 DETENTION VOLUME REQUIRED - 18.56 AC-FT
 DETENTION VOLUME PROVIDED - 18.73 AC-FT
 NORMAL WATER LEVEL - 716.00
 HIGH WATER LEVEL - 715.00
 ALLOWABLE 100-YR RELEASE RATE - 3.97 CFS
 ACTUAL 100-YR RELEASE RATE - 5.36 CFS

SOUTH STORMWATER MANAGEMENT FACILITY

TOTAL ON-SITE DISTURBED AREA - 25.51 AC
 DETENTION VOLUME REQUIRED - 9.88 AC-FT
 DETENTION VOLUME PROVIDED - 9.86 AC-FT
 NORMAL WATER LEVEL - 716.00
 HIGH WATER LEVEL - 723.00
 ALLOWABLE 100-YR RELEASE RATE - 3.32 CFS
 ACTUAL 100-YR RELEASE RATE - 3.20 CFS



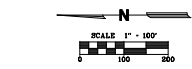
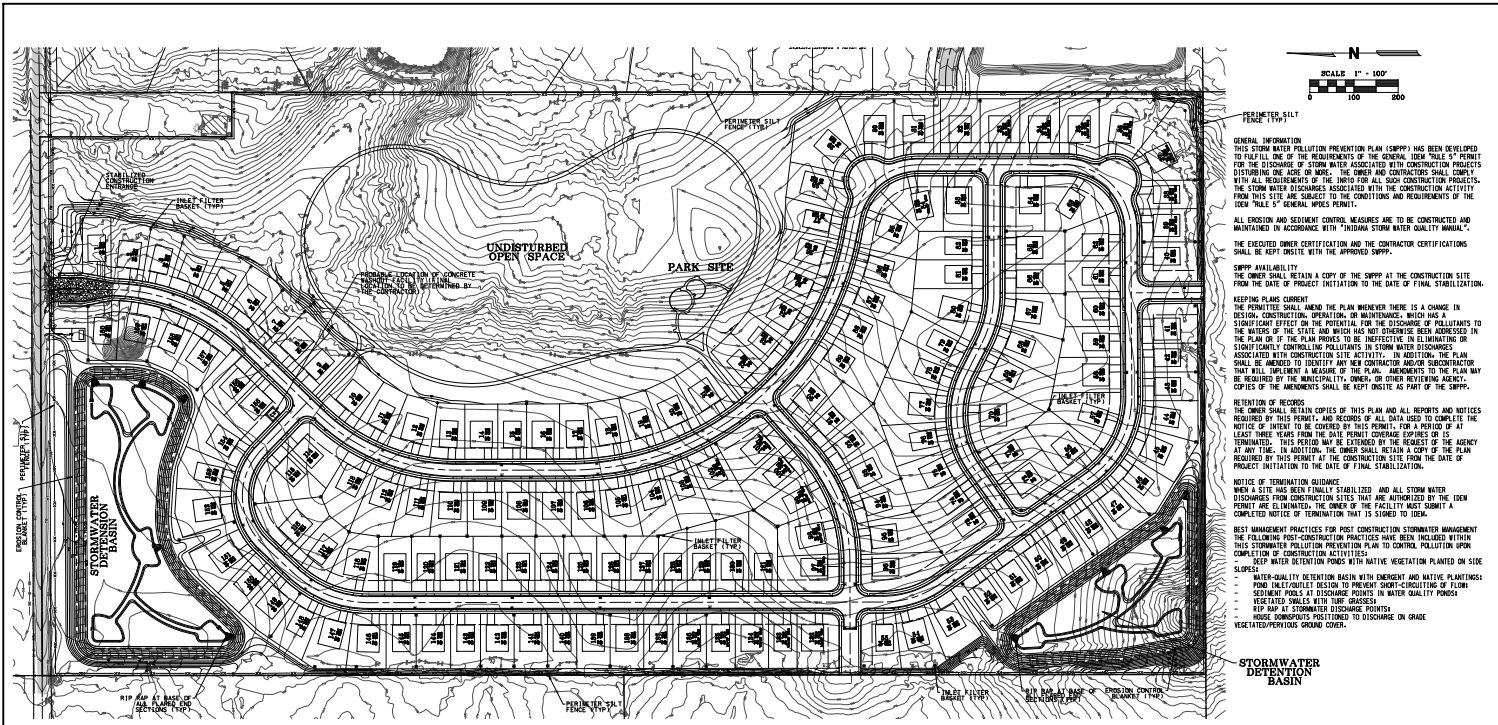
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LENNAR
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 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
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DATE	DESCRIPTION OF REVISION	BY	SCALE	NTS

GRADING DETAILS
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

DESIGNED: BGS
 DRAWN: DM
 APPROVED: KJM
 DATE: 12/10/2001
 SHEET 7 OF 31
 PROJECT NUMBER: 4083
 © MACKIE CONSULTANTS, LLC 2001
 EROSION PREVENTION PLAN



GENERAL INFORMATION
 THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN DEVELOPED TO FULFILL ONE OF THE REQUIREMENTS OF THE GENERAL IDEM "RULE 5" PERMIT FOR THE DISCHARGE OF STORM WATER ASSOCIATED WITH CONSTRUCTION PROJECTS DISTURBING ONE ACRE OR MORE. THE OWNER AND CONTRACTORS SHALL COMPLY WITH ALL REQUIREMENTS OF THE PERMIT FOR ALL CONSTRUCTION PROJECTS. THE STORM WATER DISCHARGES ASSOCIATED WITH THE CONSTRUCTION ACTIVITY FROM THIS SITE ARE SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE IDEM "RULE 5" GENERAL WPCD PERMIT.

ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH "FIXING STORM WATER QUALITY MANUAL."

THE EXECUTED OWNER CERTIFICATION AND THE CONTRACTOR CERTIFICATIONS SHALL BE KEPT ON-SITE WITH THE APPROVED SWPPP.

SWPPP AVAILABILITY
 THE OWNER SHALL RETAIN A COPY OF THE SWPPP AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.

KEEPING PLANS CURRENT
 THE PERMITTEE SHALL MAINTAIN THE PLAN WHICHEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN OR IF THE PLAN PROVES TO BE INEFFECTIVE OR ELIMINATING OR SIGNIFICANTLY CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION SITE ACTIVITY. IN ADDITION, THE PLAN SHALL BE AMENDED TO IDENTIFY ANY NEW CONTRACTOR AND/OR SUBCONTRACTOR THAT WILL UNDERTAKE A MAJOR OR NEW CONSTRUCTION PROJECTS TO THE PLAN AS REQUIRED BY THE MUNICIPALITY, OWNER, OR OTHER REVIEWING AGENCY. COPIES OF THE AMENDMENTS SHALL BE KEPT ON-SITE AS PART OF THE SWPPP.

RETENTION OF RECORDS
 THE OWNER SHALL RETAIN COPIES OF THIS PLAN AND ALL REPORTS AND NOTICES DISCLOSED FROM CONSTRUCTION SITES THAT ARE RETROFITTED BY THE PERMITTEE ARE ELIMINATED. THE OWNER OF THE FACILITY MUST SUBMIT A COMPLETED NOTICE OF TERMINATION THAT IS SIGNED TO IDEM.

NOTICE OF TERMINATION GUIDANCE
 WHEN A SITE HAS BEEN FINALLY STABILIZED AND ALL STORM WATER DISCHARGES FROM CONSTRUCTION SITES THAT ARE RETROFITTED BY THE PERMITTEE ARE ELIMINATED, THE OWNER OF THE FACILITY MUST SUBMIT A COMPLETED NOTICE OF TERMINATION THAT IS SIGNED TO IDEM.

BEST MANAGEMENT PRACTICES FOR POST CONSTRUCTION STORMWATER MANAGEMENT
 THE FOLLOWING POST-CONSTRUCTION PRACTICES HAVE BEEN INCLUDED WITHIN THIS STORMWATER POLLUTION PREVENTION PLAN TO CONTROL POLLUTION UPON COMPLETION OF CONSTRUCTION ACTIVITIES:

- KEEP WATER DETENTION PONDS WITH NATIVE VEGETATION PLANTED ON SIDE SLOPES;
- WATER-QUALITY DETENTION BASIN WITH EMBANKMENT AND NATIVE PLANTINGS;
- POND INLET/OUTLET DESIGN TO PREVENT SHORT-CIRCUITING OF FLOW;
- SEDIMENT Pools & DISCHARGE POINTS IN WATER QUALITY POND#4
- VEGETATED SWALES WITH TURF GRASSES;
- RIP RAP AT STORMWATER DISCHARGE POINTS
- HOUSE DOWNSPUTS POSITIONED TO DISCHARGE ON GRADE VEGETATED/PERVIOUS GROUND COVER.

SWPPP LEGEND	
INLET PROTECTION - FILTER BASKET	[Symbol]
CONCRETE WASH-OUT	[Symbol]
STABILIZED CONST. ENTRANCE	[Symbol]
SILT FENCE	[Symbol]
RIP-RAP	[Symbol]
EROSION CONTROL BLANKET	[Symbol]

THE FOLLOWING ITEMS HAVE NOT BEEN SPECIFICALLY SHOWN BUT ARE REQUIRED AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND MUST BE INCORPORATED DURING CONSTRUCTION UNTIL FINAL STABILIZATION IS ACHIEVED:

- TEMPORARY AND/OR PERMANENT STABILIZATION
- WASTE MANAGEMENT
- FACILITY WASTE MANAGEMENT (CONCRETE WASH-OUT)
- SCHEDULED TRUCKS
- BEST MANAGEMENT PRACTICES (BMP) FOR WATERING OPERATIONS
- BEST MANAGEMENT PRACTICES (BMP) FOR CONSTRUCTION

THE OWNER AND CONTRACTORS SHALL ALSO REVIEW ALL CONSTRUCTION PRACTICES TO MINIMIZE THE POTENTIAL IMPACTS TO ADJACENT DISCHARGES FROM THE SITE. ON SITES TO PERFORM THE FOLLOWING ACTIVITIES:

- GRADE CUTTING AND PREPARATION
- WASTE STORAGE AND MAINTENANCE
- SANITARY FACILITIES
- SPILL PREVENTION

SITE DATA	
SITE AREA:	79.07 ACRES
PROPOSED DISTURBED SITE AREA:	66.80 ACRES

ALL GRASS SHALL REMAIN FREE OF STAY AND DEBRIS AT ALL TIMES.

ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION (PER EDEM "RULE 5" PERMIT).

UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL TOPSOIL AND SEED.

Mackie Consultants, LLC
 8575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 959-1420
 www.mackieconsultants.com

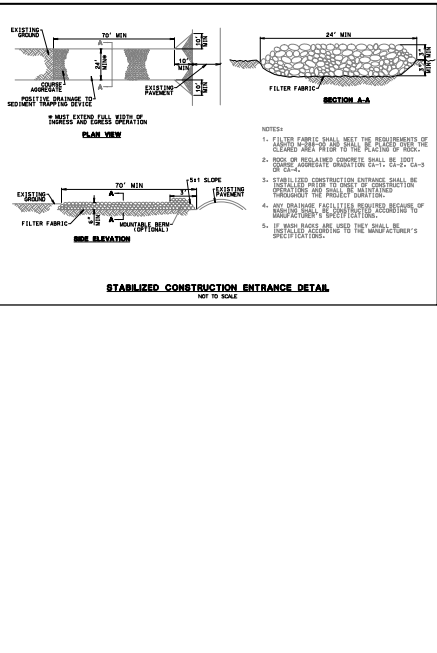
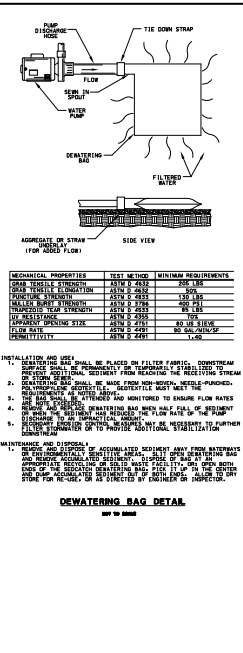
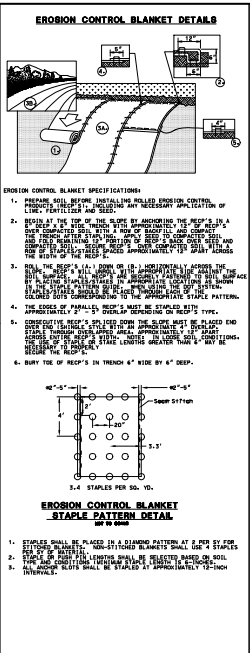
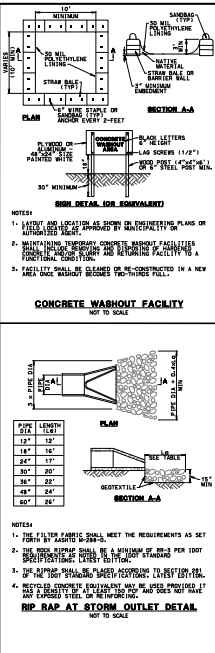
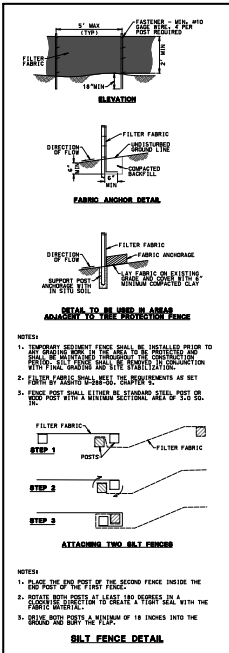
CLIENT:
LENNAR
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-264-1100 Fax: 224-255-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE
DESIGNED		BSG	
DRAWN		DM	
APPROVED		KJM	
DATE		12/10/2001	
			SCALE: 1" = 100'

STORMWATER POLLUTION PREVENTION PLAN
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
8 OF 31

PROJECT NUMBER: 4389
 PREPARED BY: MACKIE CONSULTANTS, LLC
 EROSION PLAN LICENSE: IL-000004



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Rosemead, CA 91078
(818) 958-1420
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CLIENT:
LENNAR
Lennar Homes
1700 East Golf Road, Suite 1100
Schaumburg, IL 60173
Phone: 630-234-1100 Fax: 630-234-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE	N.T.S.
DESIGNED	866			
DRAWN	DM			
APPROVED	KJM			
DATE	12/10/2001			

SWPPP DETAILS
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
9 OF 31
PROJECT NUMBER: 4083
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UNLESS OTHERWISE NOTED

GENERAL INFORMATION

1. THIS PLAN COVERS THE SITE DEVELOPMENT IMPROVEMENTS ASSOCIATED WITH THE IRON GATE SUBDIVISION IN VALPARAISO, INDIANA.

B. THE FOLLOWING IS A DESCRIPTION OF THE INTENDED SEQUENCE OF CONSTRUCTION ACTIVITIES:

1. INSTALL PERIMETER STORM AND SEDIMENT CONTROL MEASURES
- SELECTIVE VEGETATION REMOVAL FOR SILT FENCE INSTALLATION
- PERIMETER SILT FENCE
- CONSTRUCTION FENCING AROUND AREAS NOT TO BE DISTURBED

C. THE SITE AREA TOTAL AREA OF APPROXIMATELY 79.0 ACRES. STABILIZATION ACTIVITY WILL COVER APPROXIMATELY 66.60 ACRES OF THE SITE.

D. THE MAJOR HEAVY EQUIPMENT FOR THE SITE FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES IS COMPRISED OF 32 60,000 LB. EXISTING SOILS FROM THE SITE MAINLY CONSIST OF SILTY LOAM AND SANDY LOAM.

2. POTENTIAL SOURCES OF POLLUTION ASSOCIATED WITH THIS CONSTRUCTION ACTIVITY MAY INCLUDE:
- SEDIMENT FROM DISTURBED SOILS
- FUEL TANKS
- FUEL CONTAINERS (I.E. BAGGED PORTLAND CEMENT)

3. CONCRETE WASTE MANAGEMENT
CONCRETE WASTE OR MORTAR SHOULD NOT BE ALLOWED IN THE STREET OR ALLOWED TO REACH A STORM WATER DRAINAGE SYSTEM OR INTERCOURSE.

4. DEWATERING OPERATIONS
DURING DEWATERING/PUMPING OPERATIONS, ONLY UNCONTAMINATED WATER SHOULD BE ALLOWED TO DISCHARGE TO PROTECTED NATURAL AREAS.

5. DUST CONTROL
DUST SHALL BE MINIMIZED BY USE OF EXPOSED SOILS THROUGHOUT THE APPROPRIATE APPLICATION OF WATER OR OTHER DUST SUPPRESSION TECHNIQUES AS LISTED BELOW:

6. OFF-SITE VEHICLE TRACKING
STABILIZED CONSTRUCTION ENTRANCES SHOULD BE INSTALLED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS TO ADJACENT ROADS.

MAINTENANCE
THE FOLLOWING IS A DESCRIPTION OF PROCEDURES THAT SHOULD BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATION CONDITIONS.

7. RIPPAP GUTTER PROTECTION
RIPPAP GUTTER PROTECTION SHALL BE INSPECTED FOR ANY SCUMS BENEATH THE RIPPAP OR FOR STONES THAT HAVE BEEN DISLOADED.

8. EROSION CONTROL BARRIERS
THE BARRIER AND STAPLES SHOULD BE INSPECTED FREQUENTLY AND SHALL BE INSTALLED TO THE FULL STRENGTH.

9. SILT FENCE FILTERS
SILT FENCES SHOULD BE INSPECTED REGULARLY FOR UNDERCUTTING WHERE THE FENCE MEETS THE GROUND.

10. INLET PROTECTION
INLET STRUCTURE PROTECTION MEASURES SHALL BE CLEANED OR REPAIRED AND REPLACED AS SEDIMENT ACCUMULATES.

11. SEDIMENT BASINS
SEDIMENT BASINS SHALL BE CLEANED WHEN ACCUMULATED SEDIMENT HAS REACHED SOAK CAPACITY.

12. INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING
A. AUTHORITY TO INSPECT.

C. MONITORING
FOR ALL THE CONSTRUCTION SITES EXCEPT THOSE THAT INVOLVE LESS THAN ONE ACRE OF LAND AND ARE NOT LOCATED WITHIN LARGER PERMITTED PROJECT SITES.

D. EVALUATION REPORTS
THE RESULT SELF-MONITORING REPORTS MUST INCLUDE:

E. ADEQUACY
THE STORMWATER POLLUTION PREVENTION PLAN SHALL SERVE AS A GUIDE FOR STORMWATER QUALITY, BUT SHALL NOT BE INTERPRETED TO BE THE ONLY BASIS FOR IMPLEMENTATION OF CONSTRUCTION QUALITY MEASURES.

F. RIGHT TO REQUEST RECORDS
ALTHOUGH SELF-MONITORING REPORTS DO NOT NEED TO BE SUBMITTED TO THE CITY ENGINEER, THE CITY ENGINEER HAS THE RIGHT TO REQUEST COMPLETE RECORDS.

NON-STORM WATER DISCHARGES
THE FOLLOWING NON-STORM WATER DISCHARGES ARE PROHIBITED: CONCRETE AND WASTEWATER FROM MORTAR, CONCRETE, PAINT, FORM RELEASE OILS, LIGHT COMPONDS AND OTHER CONSTRUCTION MATERIALS.

13. SEDIMENTATION
DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING TRENCHES AND EXCAVATIONS ARE ALLOWABLE IF MANAGED BY APPROPRIATE CONTROLS.

14. PROTECTIVE BUFFER
PROJECT WITHIN 50 FEET OF WATER OF THE UNITED STATES MUST PROVIDE A DEWATERING BUFFER 50 FEET BUFFER OR OTHER EROSION AND SEDIMENT CONTROL MEASURES AS IDENTIFIED OR OTHERWISE COORDINATED WITH APPLICABLE LOCAL AND STATE PERMITTING AGENCIES.

15. SILT FENCE FILTERS
SILT FENCES SHOULD BE INSPECTED REGULARLY FOR UNDERCUTTING WHERE THE FENCE MEETS THE GROUND.

16. INLET PROTECTION
INLET STRUCTURE PROTECTION MEASURES SHALL BE CLEANED OR REPAIRED AND REPLACED AS SEDIMENT ACCUMULATES.

17. SEDIMENT BASINS
SEDIMENT BASINS SHALL BE CLEANED WHEN ACCUMULATED SEDIMENT HAS REACHED SOAK CAPACITY.

18. INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING
A. AUTHORITY TO INSPECT.

C. MONITORING
FOR ALL THE CONSTRUCTION SITES EXCEPT THOSE THAT INVOLVE LESS THAN ONE ACRE OF LAND AND ARE NOT LOCATED WITHIN LARGER PERMITTED PROJECT SITES.

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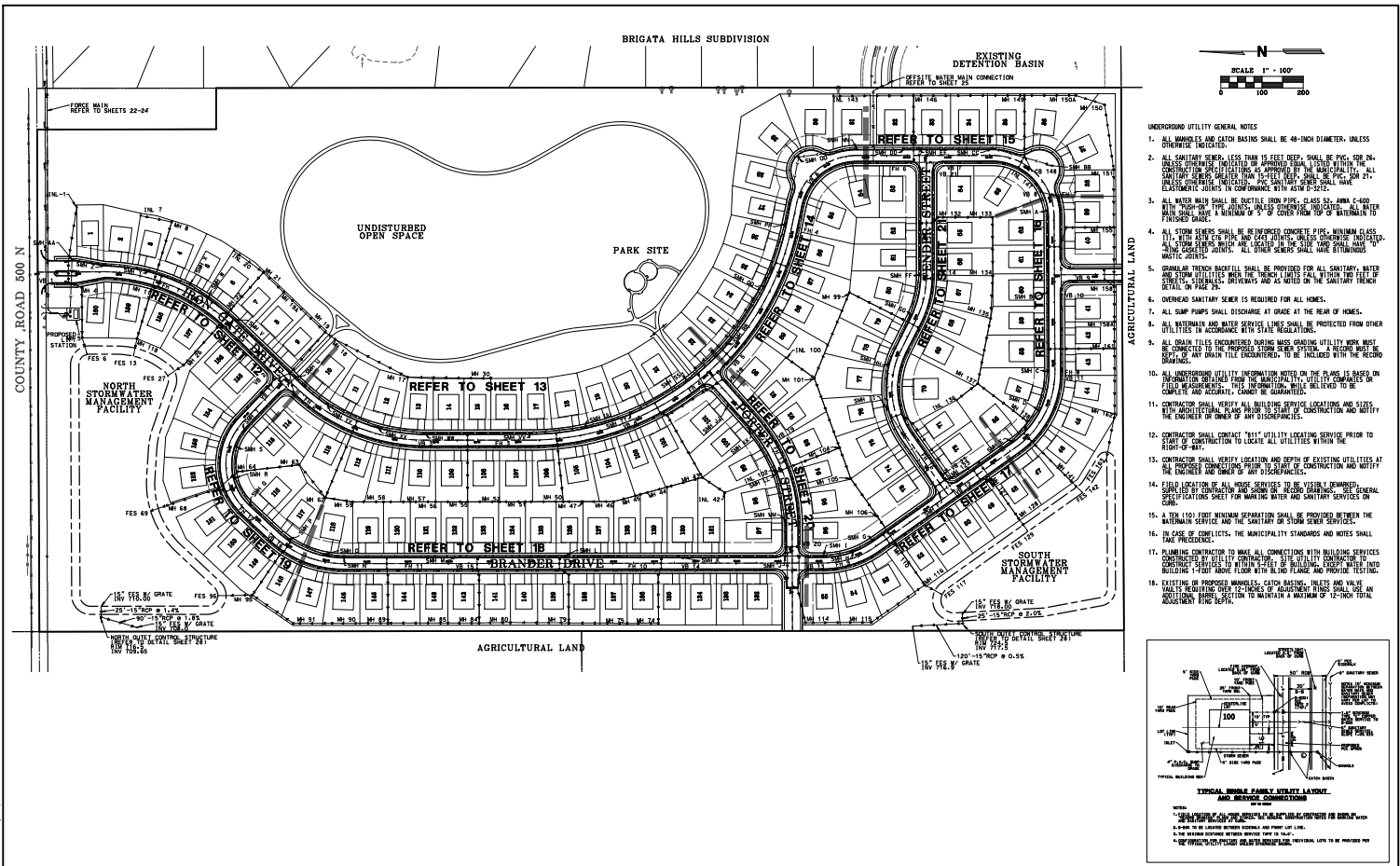
Mackie Consultants, LLC
8275 W. Highway Road, Suite 500
Roseland, IL 60019
(847)950-1420
www.mackieconsultants.com

CLIENT: LENNAR
Lennar Homes
1701 East Cull Road, Suite 101
Schuylkill, PA 60113
Phone: 262-3347770 Fax: 262-355-3101

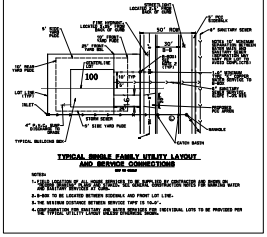
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SWPPP SPECIFICATIONS
IRON GATE SUBDIVISION
VALPARAISO, INDIANA
PROJECT NUMBER: 4388
APPROVED: CONNOR PATRICK (LEGISLATION)
KIMBERLY PAUL (LEGISLATION)

SHEET 10 OF 31



- UNDERGROUND UTILITY GENERAL NOTES**
1. ALL MANHOLES AND CATCH BASINS SHALL BE 48-INCH DIAMETER, UNLESS OTHERWISE INDICATED.
 2. ALL SANITARY SEWERS, LESS THAN 15 FEET DEEP, SHALL BE PVC, 1200 POUNDS COMPRESSIVE STRENGTH, 40 PERCENT STIFFNESS, 27.5 LB/FT. ALL SANITARY SEWERS GREATER THAN 15 FEET DEEP SHALL BE PVC, 24" 27.5 LB/FT COMPRESSIVE STRENGTH, 40 PERCENT STIFFNESS, 27.5 LB/FT.
 3. ALL MANHOLES SHALL BE CASTILE FROM PIPE, CLASS 500, UNLESS OTHERWISE INDICATED. UNLESS OTHERWISE INDICATED, ALL WATER MAINS SHALL BE 18" OR GREATER IN SIZE AND SHALL BE 15' COVER FROM TOP OF MANHOLE TO FINISHED GRADE.
 4. ALL 12" TO 18" SEWER, 12" TO 18" WATER MAINS SHALL BE 15' COVER FROM TOP OF MANHOLE TO FINISHED GRADE. ALL OTHER SEWERS SHALL HAVE 8" MINIMUM COVER.
 5. GRANULAR TRENCH BACKFILL SHALL BE PROVIDED FOR ALL SANITARY, WATER AND STORMWATER UTILITIES WITH THE EXCEPTED LISTED BELOW. ALL UTILITIES SHALL BE PROTECTED FROM OTHER UTILITIES IN ACCORDANCE WITH STATE REGULATIONS.
 6. OVERHEAD SANITARY SEWER IS REQUIRED FOR ALL HOMES.
 7. ALL SUMP PUMPS SHALL DISCHARGE AT GRADE AT THE REAR OF HOMES.
 8. ALL WATERMAIN AND WATER SERVICE LINES SHALL BE PROTECTED FROM OTHER UTILITIES IN ACCORDANCE WITH STATE REGULATIONS.
 9. ALL DRAIN TILES ENCOUNTERED DURING MASS GRADING UTILITY WORK MUST BE COMPLETED AND ACCURATELY LOCATED. ALL DRAIN TILES ENCOUNTERED TO BE INCLUDED WITH THE RECORD DRAWING.
 10. ALL UNDERGROUND UTILITY INFORMATION NOTED ON THE PLANS IS BASED ON FIELD MEASUREMENTS. THIS INFORMATION, WHILE BELIEVED TO BE COMPLETE AND ACCURATE, CANNOT BE GUARANTEED.
 11. CONTRACTOR SHALL VERIFY ALL BUILDING SERVICE LOCATIONS AND SIZES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
 12. CONTRACTOR SHALL CONTACT "811" UTILITY LOCATING SERVICE PRIOR TO START OF CONSTRUCTION TO LOCATE ALL UTILITIES WITHIN THE SUBDIVISION.
 13. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES AT ALL PROPOSED CONNECTIONS PRIOR TO START OF CONSTRUCTION AND NOTIFY THE ENGINEER AND OWNER OF ANY DISCREPANCIES.
 14. ALL UTILITIES SHALL BE PROTECTED FROM OTHER UTILITIES IN ACCORDANCE WITH STATE REGULATIONS. THIS INFORMATION, WHILE BELIEVED TO BE COMPLETE AND ACCURATE, CANNOT BE GUARANTEED.
 15. A 10' TO 14' FOOT MINIMUM SEPARATION SHALL BE PROVIDED BETWEEN THE WATERMAIN SERVICE AND THE SANITARY OR STORM SEWER SERVICES.
 16. IN CASE OF CONFLICTS, THE MUNICIPALITY STANDARDS AND NOTES SHALL TAKE PRECEDENCE.
 17. PLUMBING CONTRACTOR TO MAKE ALL CONNECTIONS WITH BUILDING SERVICES CONFORMANCE WITH ALL CITY REGULATIONS. THE UTILITY CONTRACTOR TO CONSIDER SERVICES TO WITHIN 2 FEET OF BUILDING, EXCEPT WATER MAIN BUILDING AND SERVICE FROM FLOOR TO BLDG. FINISH AND PROVIDE TESTING.
 18. EXISTING OR PROPOSED MANHOLES, CATCH BASINS, INLETS AND VALVE SHALL BE MAINTAINED WITH 12" MINIMUM COVER. ALL MANHOLES SHALL BE 12" MINIMUM COVER. SECTION TO MAINTAIN A MAXIMUM OF 12" MINIMUM COVER FROM GRADE TO TOP OF MANHOLE.



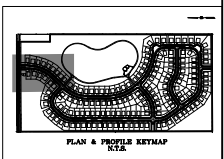
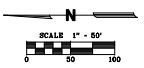
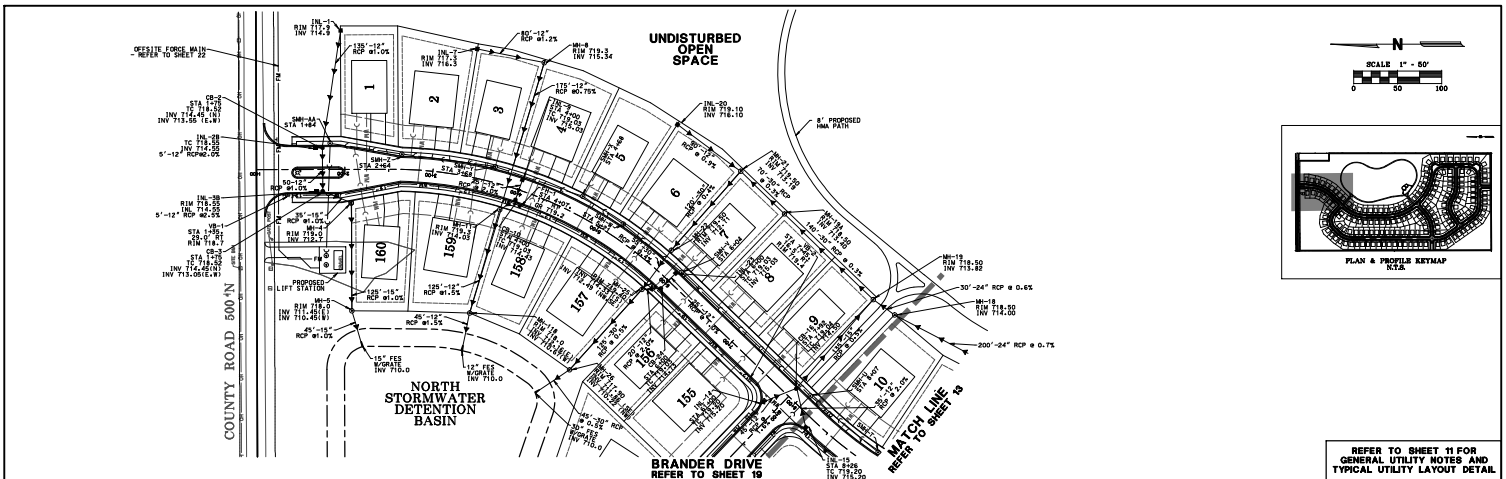
Mackie Consultants, LLC
 8575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 www.mackieconsultants.com

CLIENT: LENNAR
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 630-234-1100 Fax: 630-253-3101

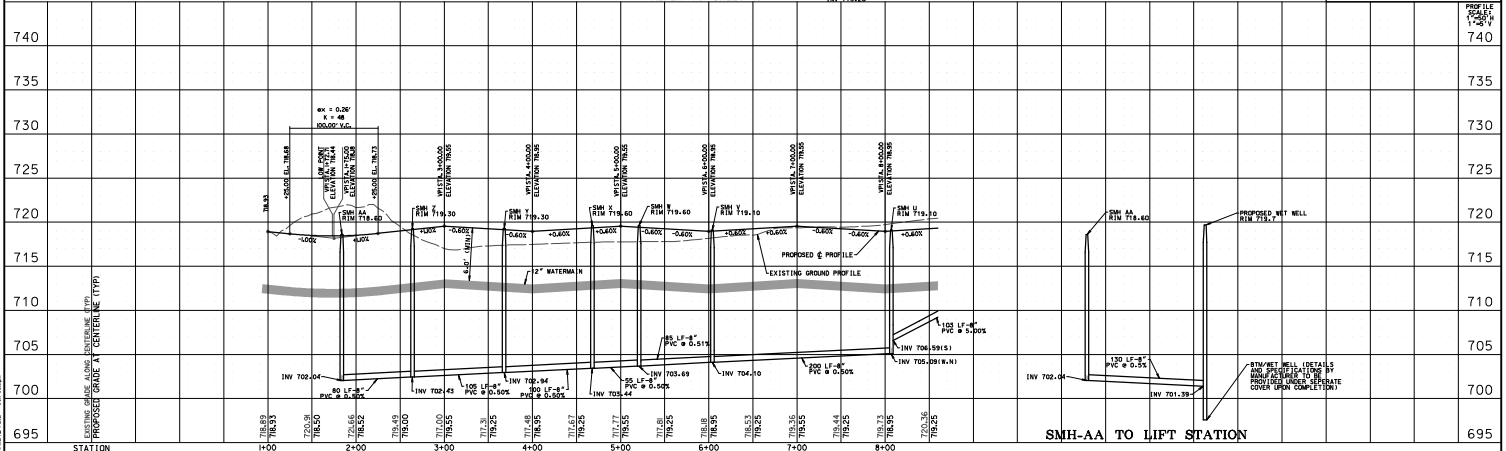
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DESIGNED	896		
DRAWN	DN		
APPROVED	KJM		
DATE	12/10/2001		
SCALE	1" = 100'		

OVERALL UTILITY PLAN
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

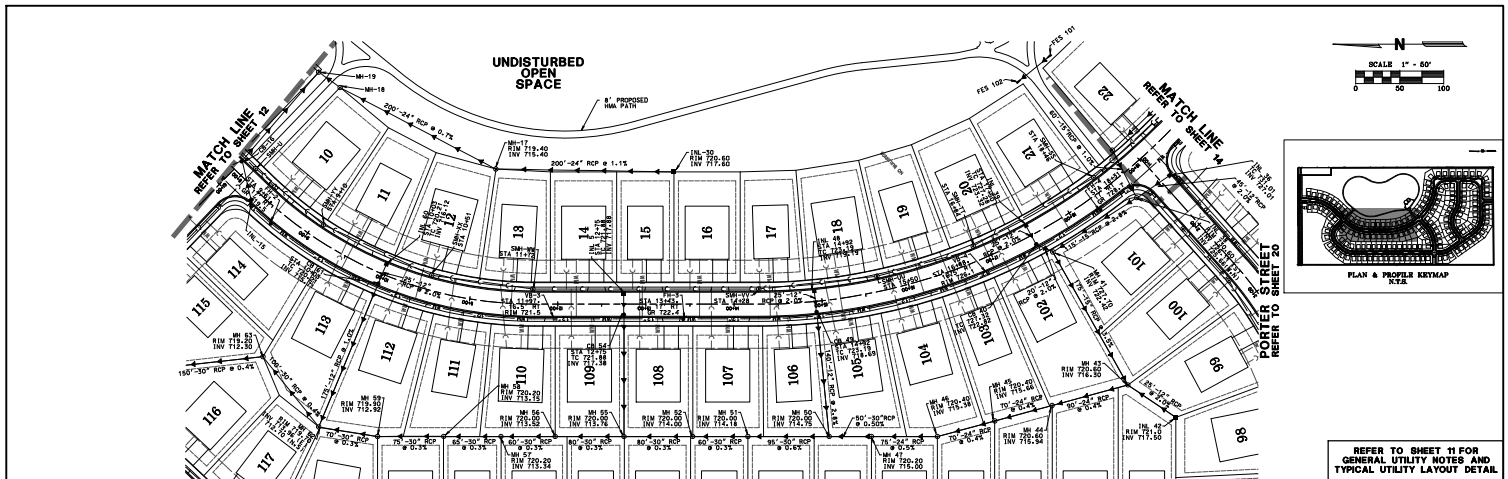
SHEET
11 OF 31
 PROJECT NUMBER: 4383
 PREPARED BY: MACKIE CONSULTANTS, LLC
 DRAWN BY: MACKIE CONSULTANTS, LLC



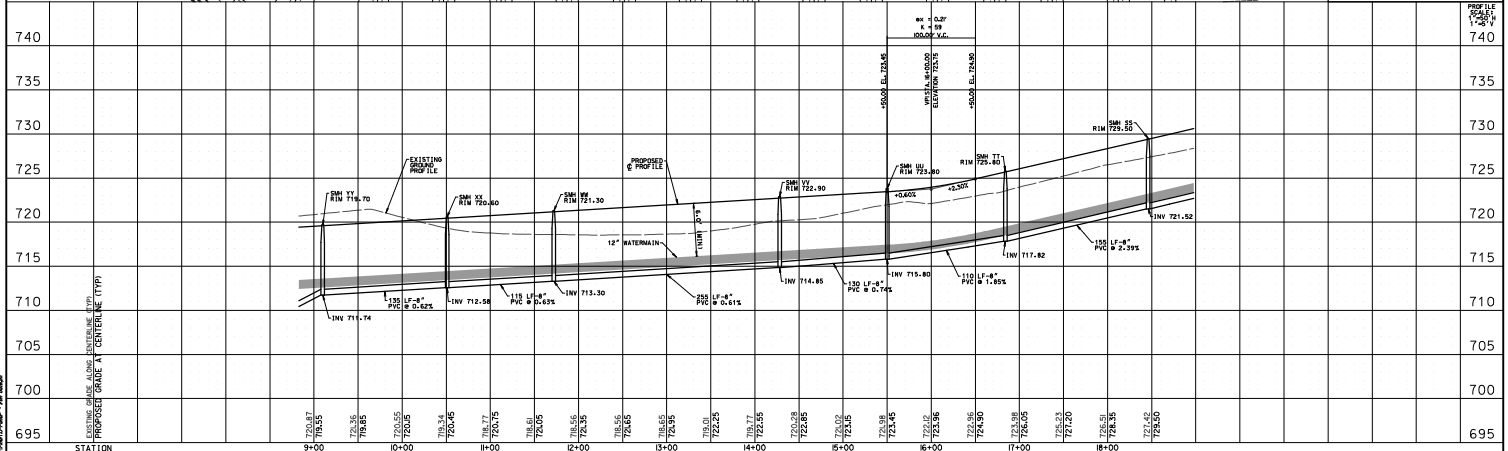
REFER TO SHEET 11 FOR
GENERAL UTILITY NOTES AND
TYPICAL UTILITY LAYOUT DETAIL



Mackie Consultants, LLC 8275 W. Highway Road, Suite 500 Rosemead, CA 91078 (818) 958-1420 www.mackieconsultants.com	LENNAR Lennar Homes 1700 East Golf Road, Suite 1100 Schaumburg, IL 60173 Phone: 224-294-1700 Fax: 224-294-3101	DESIGNED: SSS DRAWN: DM APPROVED: KJM DATE: 12/10/2001 SCALE: 1" = 50'	IRON GATE DRIVE - STA 1+00 TO 8+30 IRON GATE SUBDIVISION VALPARAISO, INDIANA	SHEET 12 OF 31 <small>PROJECT NUMBER: 4289 © MACKIE CONSULTANTS, LLC 2001 ALL RIGHTS RESERVED</small>
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REFER TO SHEET 11 FOR
GENERAL UTILITY NOTES AND
TYPICAL UTILITY LAYOUT DETAIL



STATION	9+00	10+00	11+00	12+00	13+00	14+00	15+00	16+00	17+00	18+00
EXISTING GRADE ALONG CENTERLINE (ELEV.)	720.87	720.35	720.45	720.54	720.77	720.61	720.55	720.65	720.51	720.50
PROPOSED GRADE ALONG CENTERLINE (ELEV.)	719.55	719.85	720.05	720.34	720.57	720.65	720.77	720.85	720.95	721.52
PROPOSED GRADE AT CURBLINE (ELEV.)	719.55	719.85	720.05	720.34	720.57	720.65	720.77	720.85	720.95	721.52

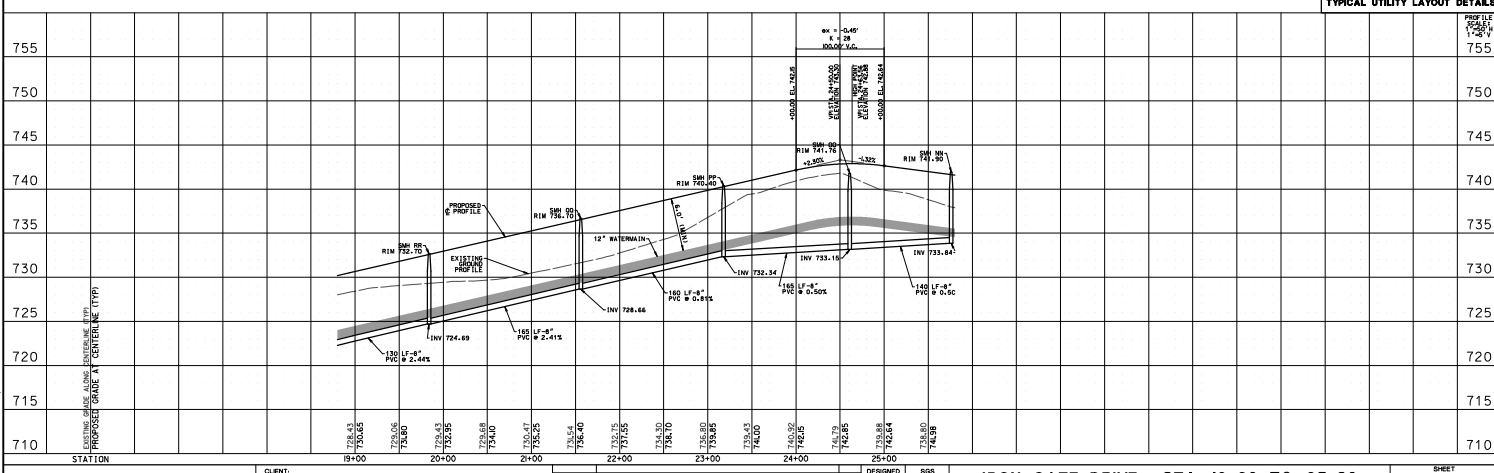
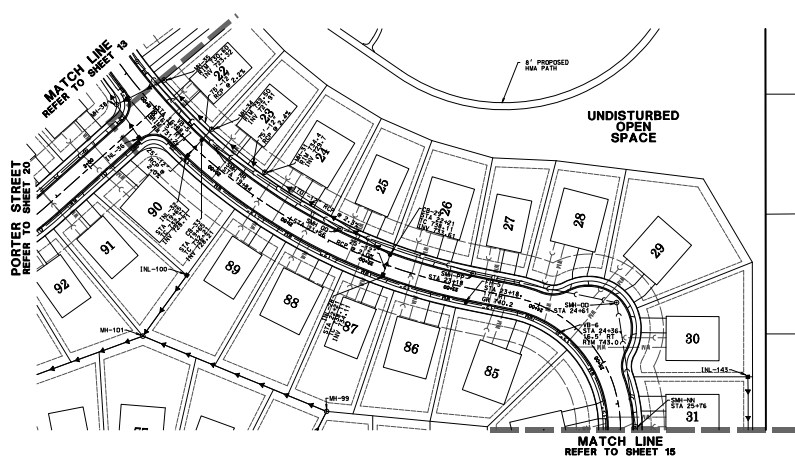
M Meckie Consultants, LLC
2575 W. Highway Road, Suite 500
Roseland, IL 60018
(847) 958-1420
www.meckieconsultants.com

CLIENT: **LENNAR**
Lennar Homes
1700 East Golf Road, Suite 1100
Schaumburg, IL 60173
Phone: 224-234-1100 Fax: 224-255-3101

DESIGNED	895
DRAWN	DM
APPROVED	KJM
DATE	12/10/2001
SCALE	1" = 50'

IRON GATE DRIVE - STA 8+30 TO 18+80
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
13 OF 31
PROJECT NUMBER: 4383
DRAWN: JONAS BATES
ELECTRIC: PAUL LEESE
PLUMBING: PAUL LEESE

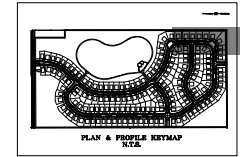
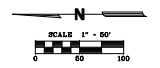
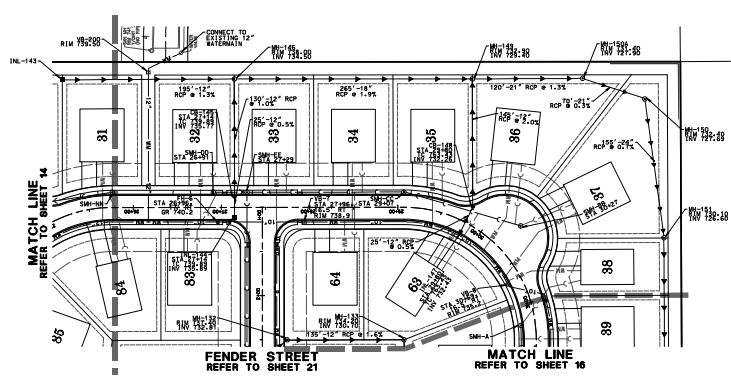


<p>Meckie Consultants, LLC 8575 W. Higgins Road, Suite 500 Rosemont, IL 60018 www.meckieconsultants.com</p>	<p>CLIENT:</p> <p>Lennar Homes 1700 East Golf Road, Suite 1100 Schaumburg, IL 60173 Phone: 224-264-1100 Fax: 224-255-3101</p>	DESIGNED	898
		DRAWN	DM
<p>DATE</p>		APPROVED	KJM
<p>DATE</p>		DATE	12/10/2001
<p>DATE</p>		SCALE	1" = 40'

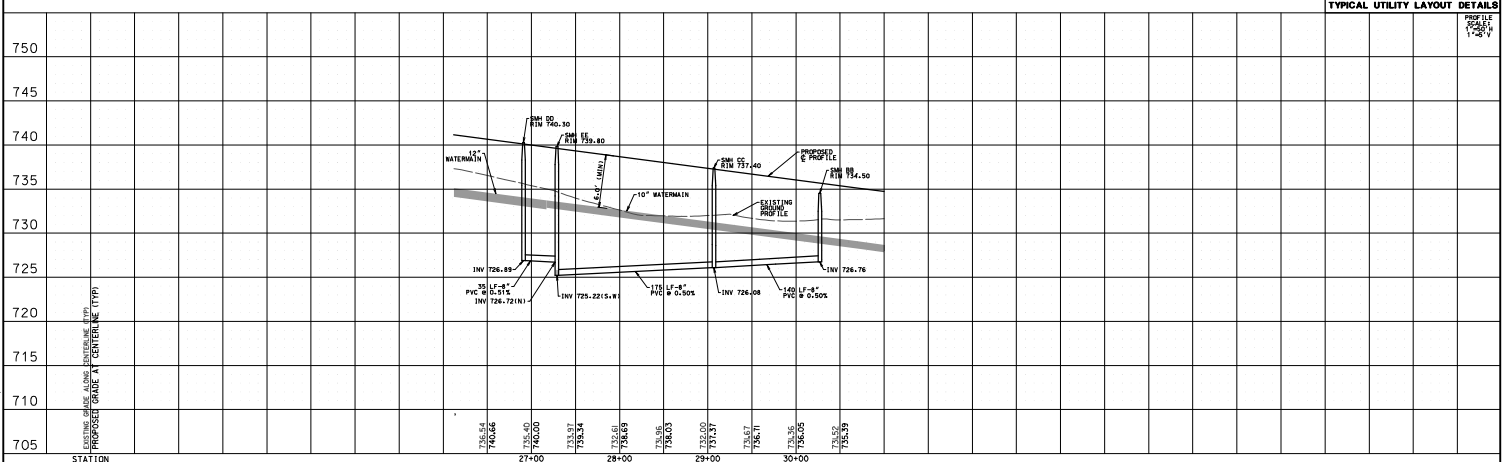
IRON GATE DRIVE - STA 18+80 TO 25+80
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
14 OF 31

PROJECT NUMBER: 4089
 DESIGNER: MECKIE CONSULTANTS, LLC
 ELMORE PARK LICENSE #1-520994



REFER TO SHEET 11 FOR
GENERAL UTILITY NOTES AND
TYPICAL UTILITY LAYOUT DETAILS



STATION

EXISTING GRADE ALONG CENTERLINE (FT)

PROPOSED GRADE AT CENTERLINE (FT)

CLIENT:

LENNAR

Lennar Homes
1700 East Golf Road, Suite 1100
Schaumburg, IL 60173
Phone: 224-234-1100 Fax: 224-255-3101

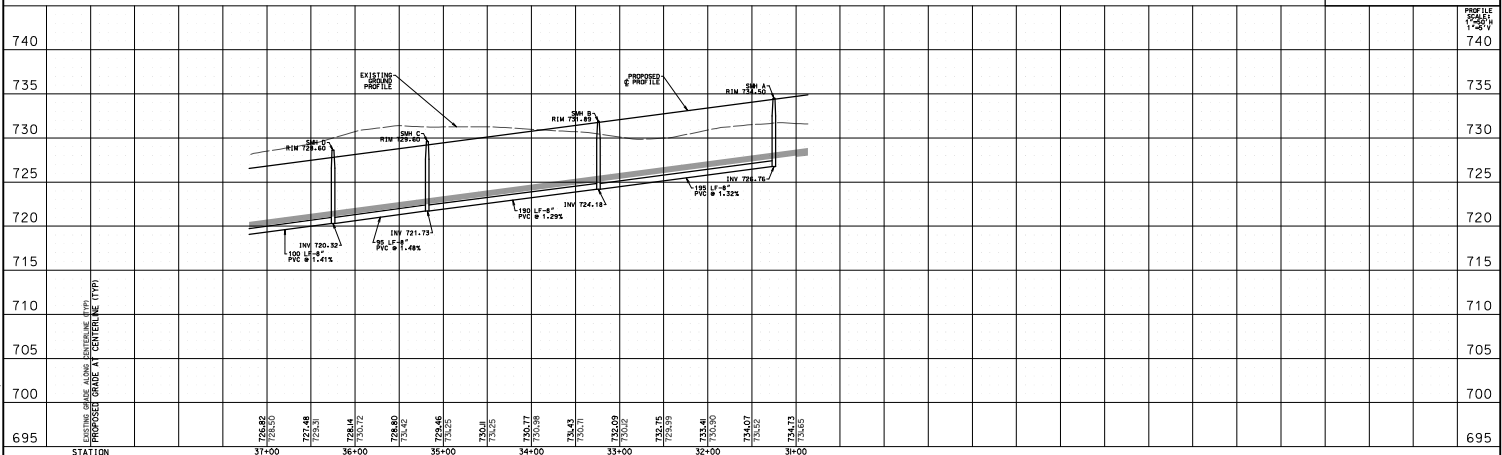
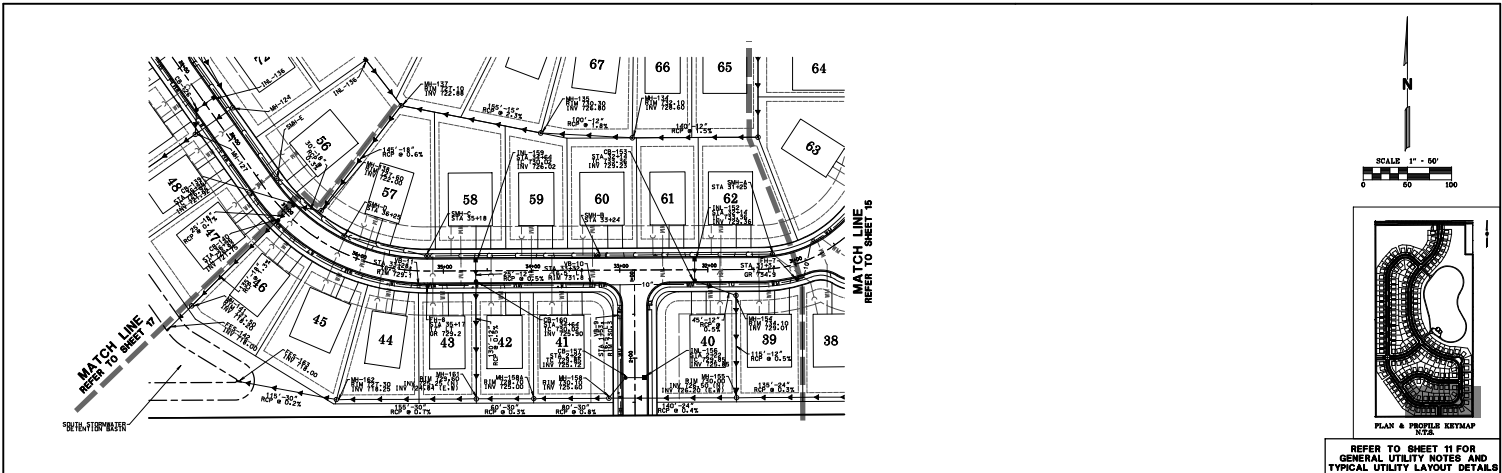
DESIGNED	SSS
DRAWN	DM
APPROVED	KJM
DATE	12/10/2001
BY	SCALE
DATE	DESCRIPTION OF REVISION

IRON GATE DRIVE - STA 25+80 TO 31+00
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

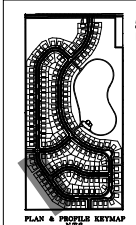
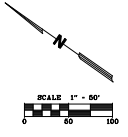
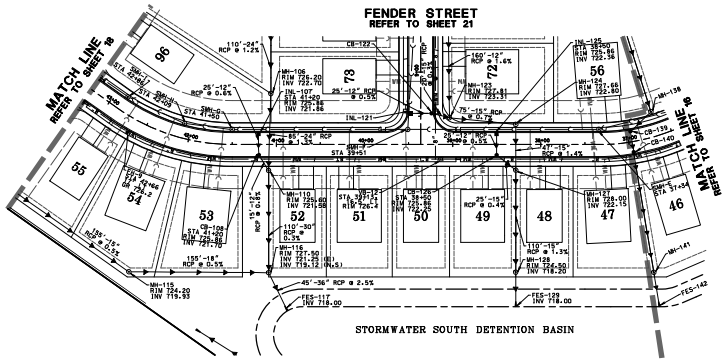
SHEET
15 OF 31

PROJECT NUMBER: 4383
MECKIE CONSULTANTS, LLC, P.O.
ELKHART PARK LICENSE #LS-52284

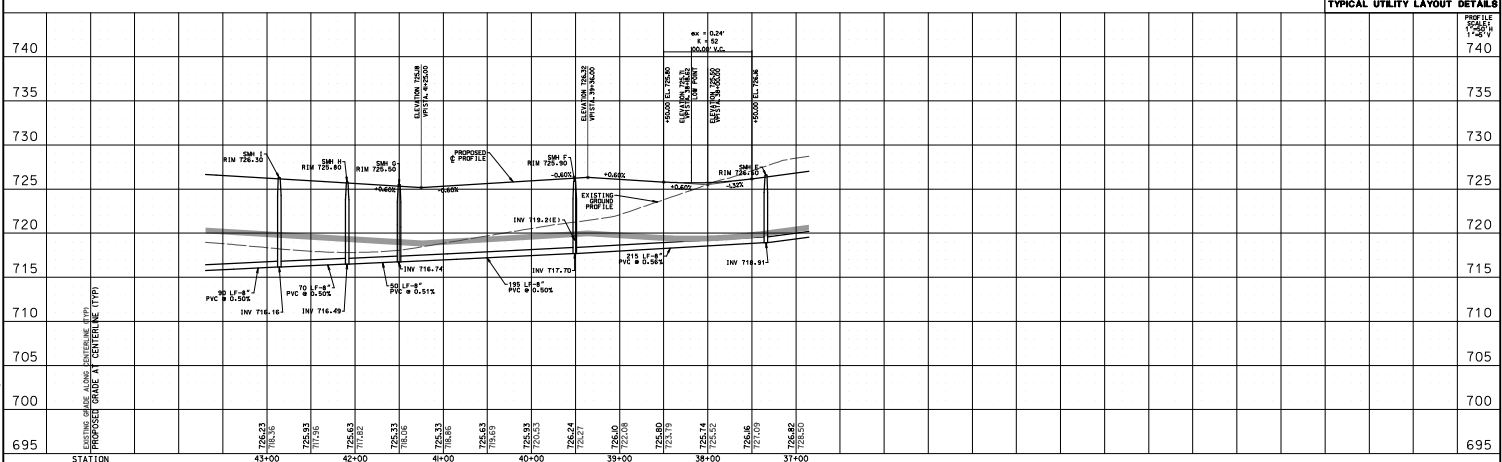
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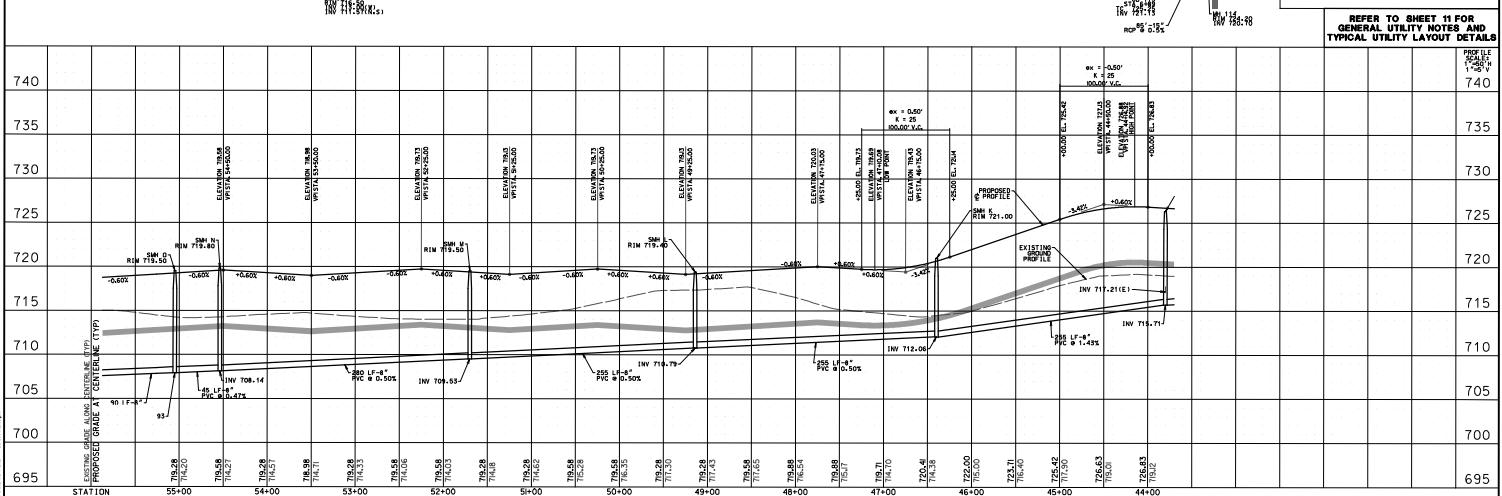
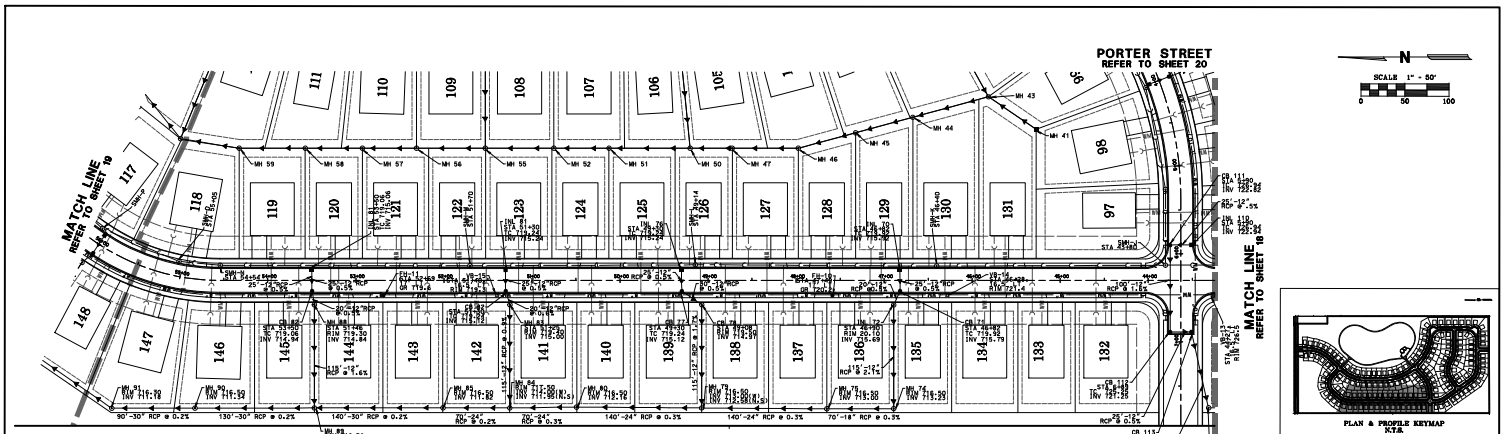
	Meckle Consultants, LLC 8275 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847) 959-1420 www.meckleconsultants.com		Lennar Homes 1700 East Golf Road, Suite 1100 Schaumburg, IL 60173 Phone: 224-234-1100 Fax: 224-255-3101	DESIGNED: SSS DRAWN: DM APPROVED: KJM DATE: 12/10/2001	IRON GATE DRIVE - STA 31+00 TO 32+83 BRANDER DRIVE - STA 32+83 TO 37+00 IRON GATE SUBDIVISION VALPARAISO, INDIANA	SHEET 16 OF 31 <small>PROJECT NUMBER: 4383 © MACKLE CONSULTANTS, LLC 2001 ELDORADO LEASE #1-00004</small>
	CLIENT:		DATE: _____ DESCRIPTION OF REVISION: _____ BY: _____ SCALE: 1" = 50'			



REFER TO SHEET 11 FOR
GENERAL UTILITY NOTES AND
TYPICAL UTILITY LAYOUT DETAILS



<p>Meckle Consultants, LLC 8275 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847) 959-1420 www.meckleconsultants.com</p>	<p>CLIENT:</p> <p>Lennar Homes 1700 East Golf Road, Suite 1100 Schaumburg, IL 60173 Phone: 224-234-1100 Fax: 224-255-3101</p>	DESIGNED	SSS	<p>BRANDER DRIVE - STA 37+00 TO 43+24 IRON GATE SUBDIVISION VALPARAISO, INDIANA</p>	<p>SHEET 17 OF 31</p>
		DRAWN	DM		
		APPROVED	KJM	<p>© MECKLE CONSULTANTS, LLC 2001 ILLINOIS PROFESSIONAL ENGINEERING LICENSE #1220044</p>	
		DATE	12/10/2001		
		BY	SCALE	1" = 50'	
		DATE	DESCRIPTION OF REVISION		

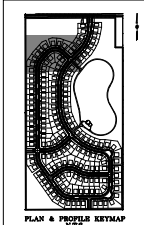
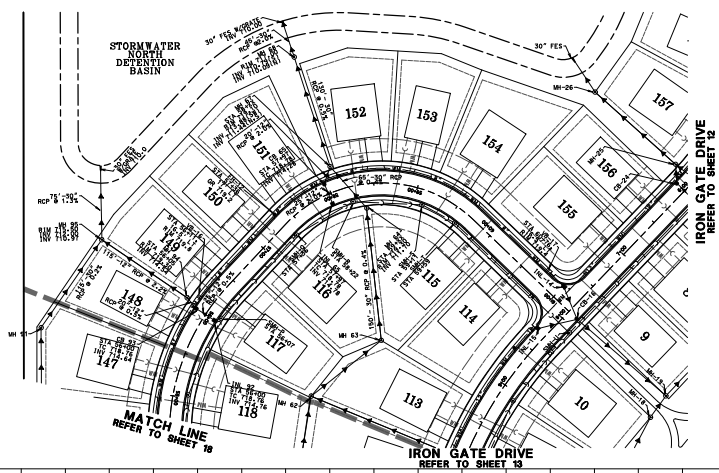


<p>Mackie Consultants, LLC 8575 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847) 595-4100 www.mackieconsultants.com</p>	<p>Lennar Homes 1700 East Oak Road, Suite 1100 Schaumburg, IL 60173 Phone: 224-234-1100 Fax: 224-233-3101</p>	DESIGNED	BSG
		DRAWN	SM
		APPROVED	KJM
		DATE	12/10/2021
		SCALE	1" = 60'
		DATE	DESCRIPTION OF REVISION
		BY	

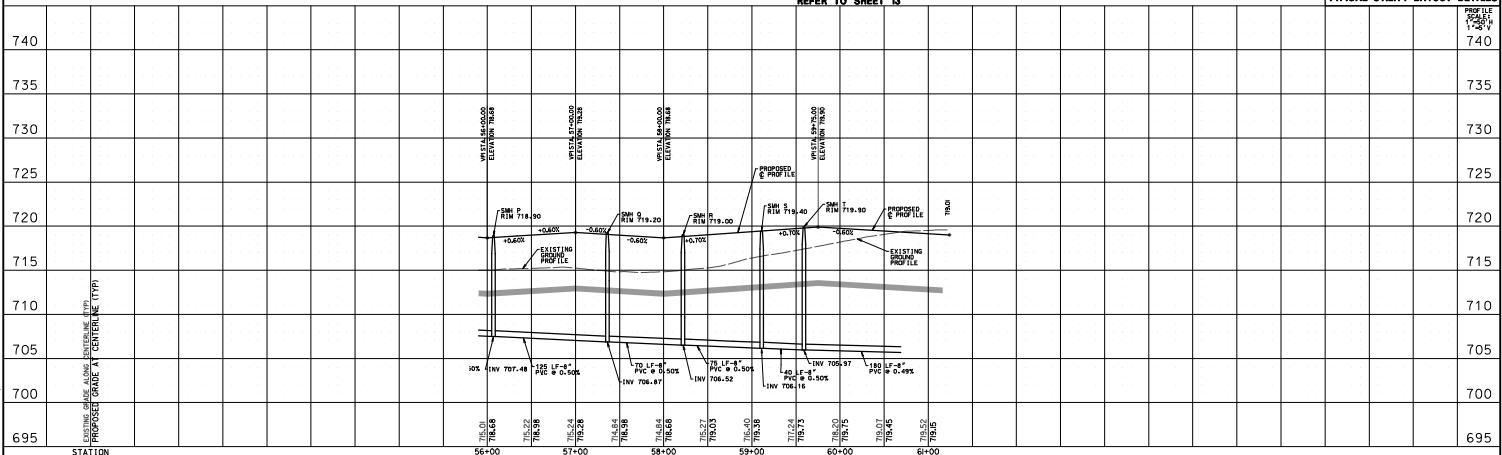
BRANDER DRIVE - STA 43+24 TO 55+50
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
18 OF 31

PROJECT NUMBER: 4209
BY MACKIE CONSULTANTS, LLC
KLEINER FARM TOWNE 63-0208A



REFER TO SHEET 11 FOR
GENERAL UTILITY NOTES AND
TYPICAL UTILITY LAYOUT DETAILS



M Meckle Consultants, LLC
 8275 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 958-1420
 www.meckleconsultants.com

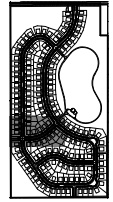
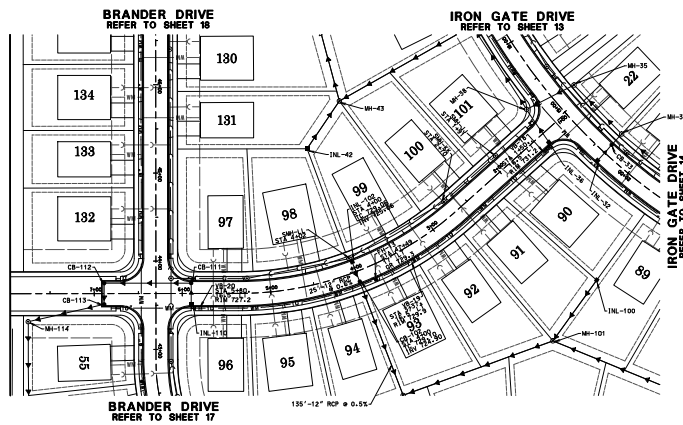
CLIENT:
LENNAR
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-255-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE
			1" = 60'

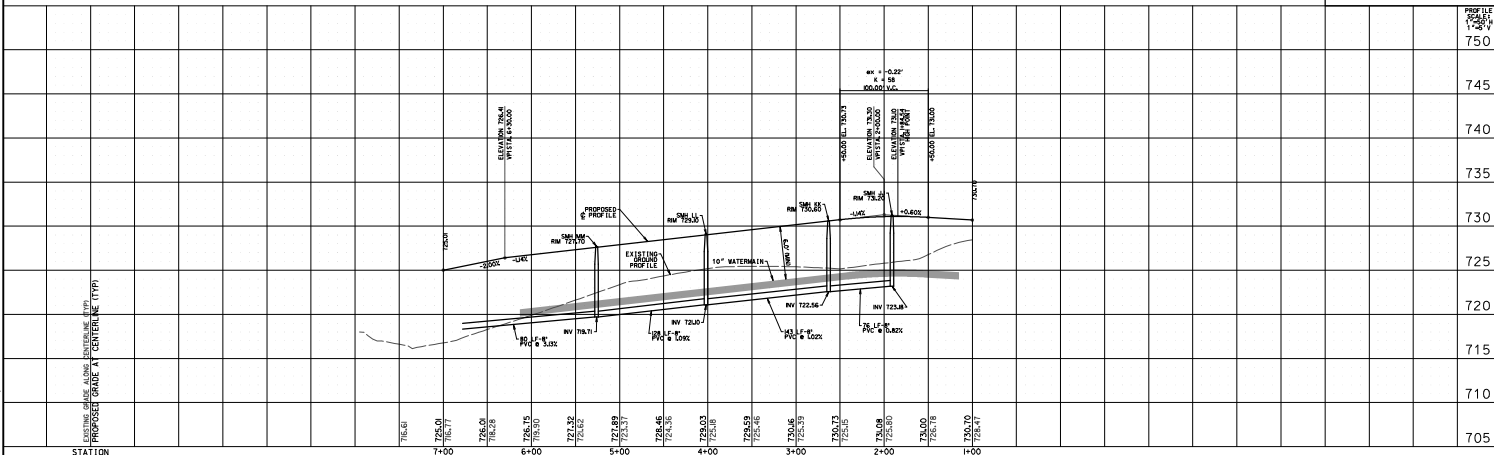
DESIGNED: BGS
 DRAWN: DM
 APPROVED: KJM
 DATE: 12/10/2001

BRANDER DRIVE - STA 55+50 TO 61+24
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
19 OF 31
 PROJECT NUMBER: 4383
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 ELDORADO PARK LICENSE #1-52094



REFER TO SHEET 11 FOR GENERAL UTILITY NOTES AND TYPICAL UTILITY LAYOUT DETAILS




Mackie Consultants, LLC
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 Rosemont, IL 60018
 (847) 958-1420
 www.mackieconsultants.com

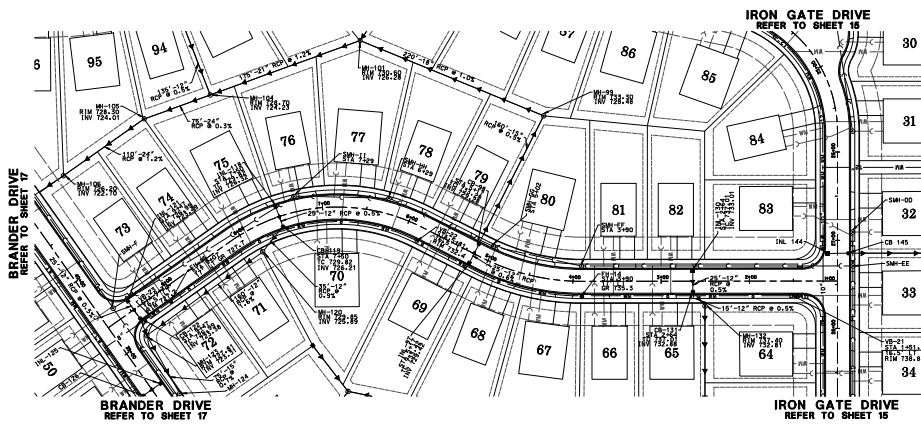
CLIENT:

Lennar
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-255-3101

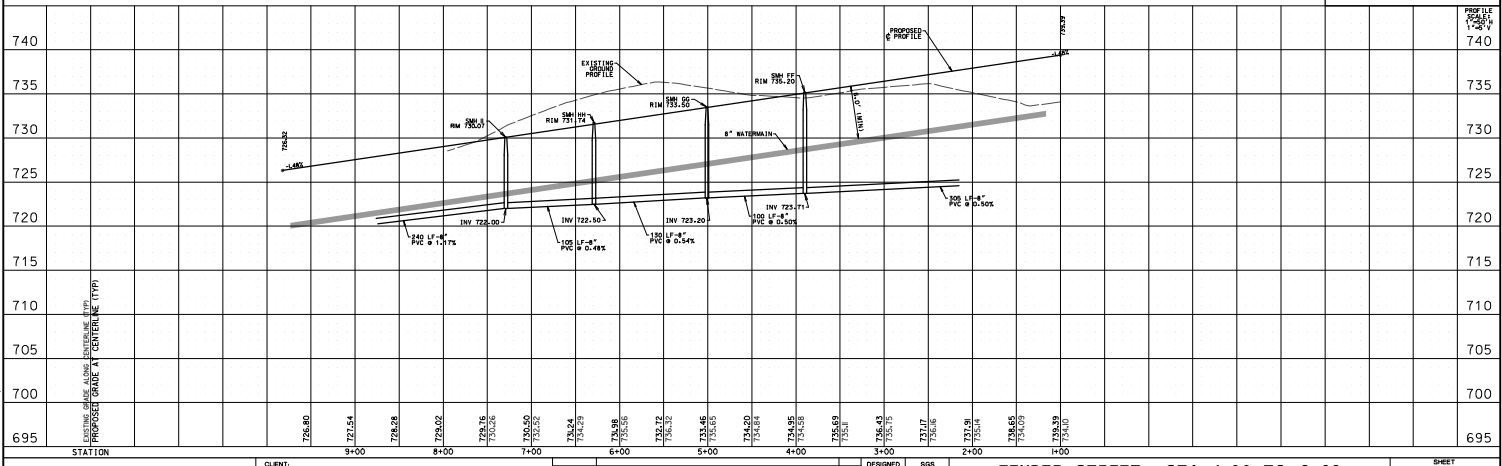
DATE	DESCRIPTION OF REVISION	BY	SCALE
			1" = 50'

PORTER STREET - STA 1+00 TO 7+95
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
20 OF 31
 PROJECT NUMBER: 4383
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REFER TO SHEET 11 FOR GENERAL UTILITY NOTES AND TYPICAL UTILITY LAYOUT DETAILS



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 Rosemont, IL 60018
 (847) 958-1420
 www.meckleconsultants.com

CLIENT: **LENNAR**
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-255-3101

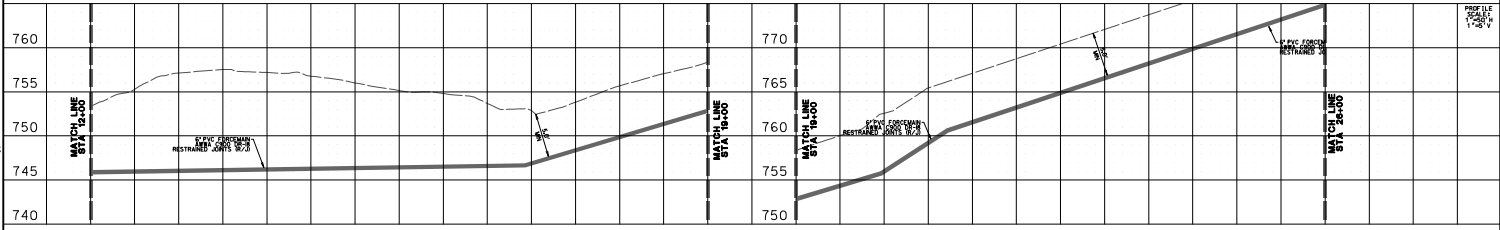
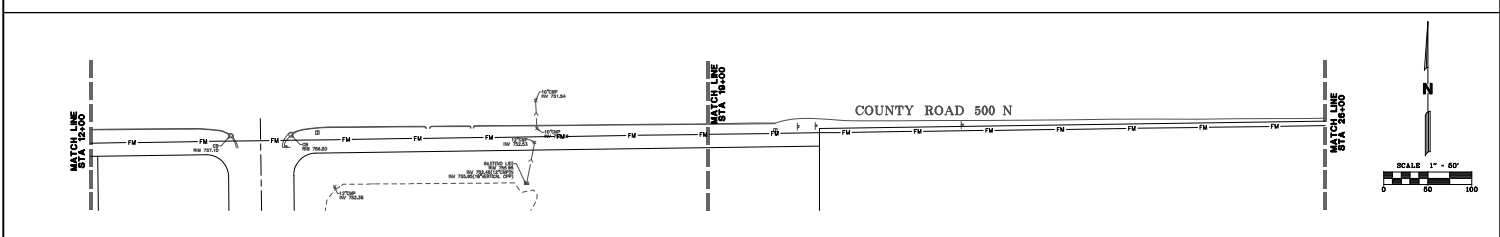
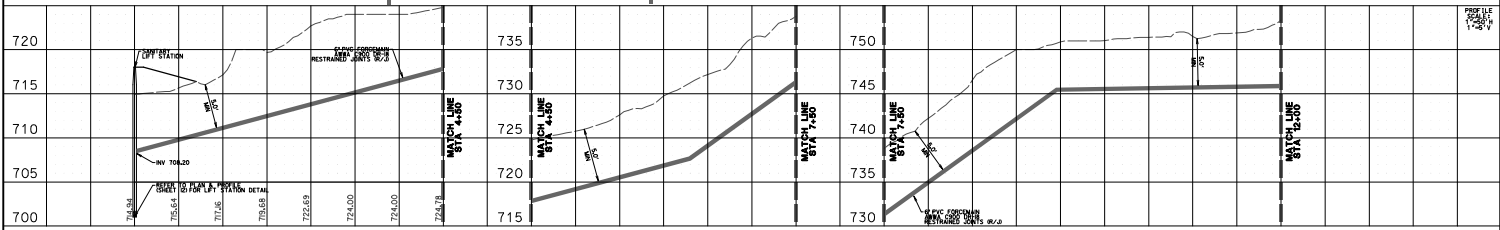
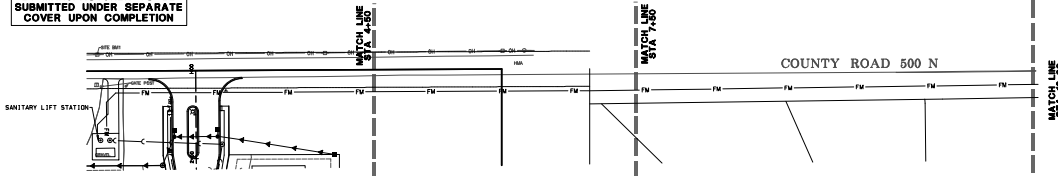
DATE	DESCRIPTION OF REVISION	BY	SCALE
			1" = 50'

DESIGNED: **898**
 DRAWN: **DM**
 APPROVED: **KJM**
 DATE: **12/10/2001**

FENDER STREET - STA 1+00 TO 9+32
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET **21** OF **31**
 PROJECT NUMBER: **4383**
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 ELMOR PARK LICENSE #1-52894

**SANITARY LIFT STATION
DETAILS AND SPECIFICATIONS
BY MANUFACTURER TO BE
SUBMITTED UNDER SEPARATE
COVER UPON COMPLETION**



Meckle Consultants, LLC
8275 W. Higgins Road, Suite 500
Rosemont, IL 60018
www.meckleconsultants.com

CLIENT:

LENNAR

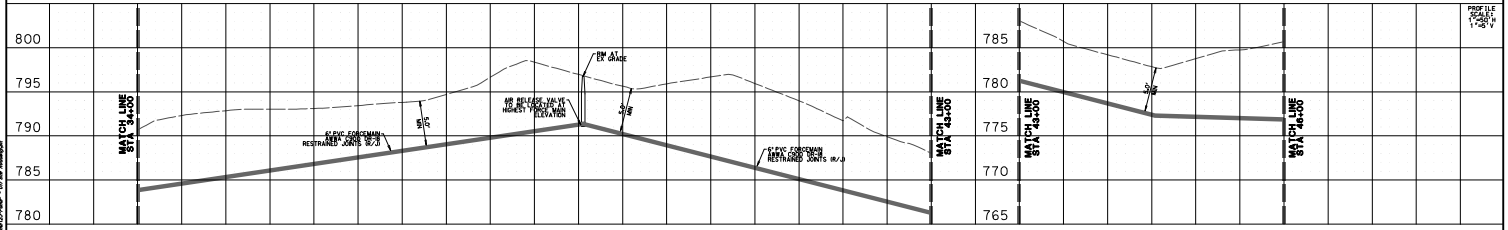
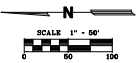
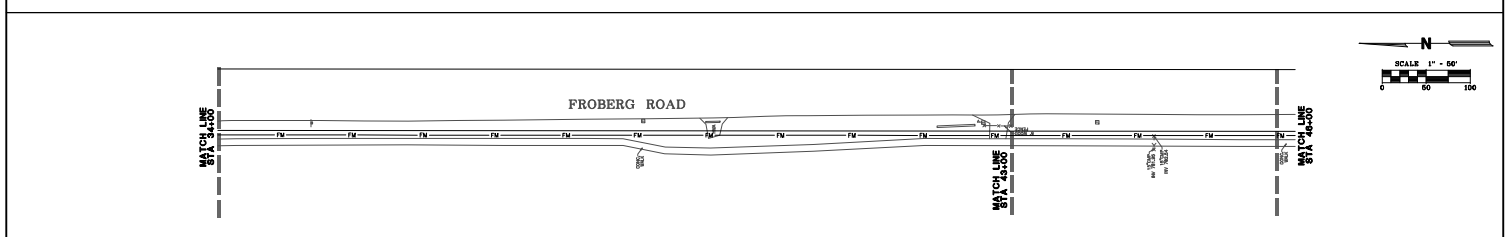
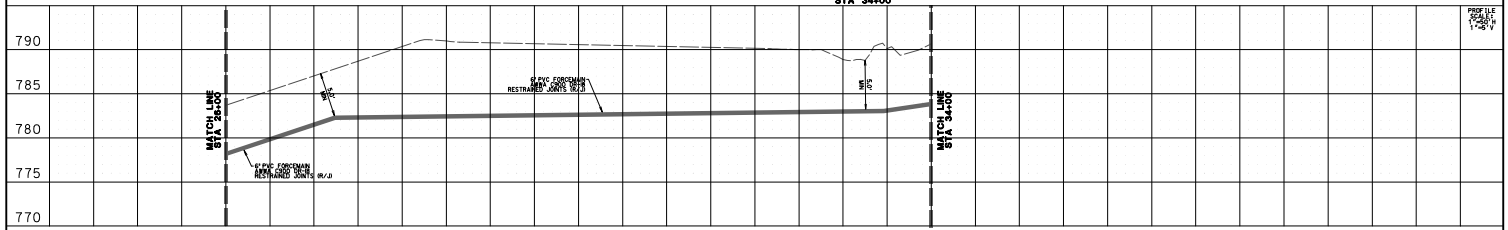
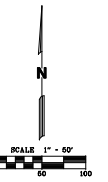
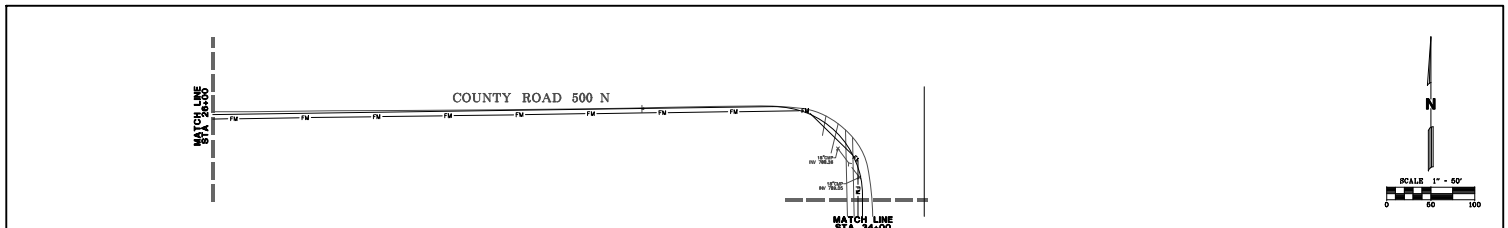
Lennar Homes
1700 East Golf Road, Suite 1100
Schaumburg, IL 60173
Phone: 847-234-3100 Fax: 847-234-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE

DESIGNED	SSS
DRAWN	DM
APPROVED	KJM
DATE	12/10/2001
BY	
SCALE	1"=50'

**OFFSITE FORCEMAIN - STA 1+00 TO 26+00
IRON GATE SUBDIVISION
VALPARAISO, INDIANA**

SHEET
22 OF 31
PROJECT NUMBER: 4383
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Mackie Consultants, LLC
 9575 W. Highway Road, Suite 500
 Rosemead, IL 60018
 (847) 959-1420
 www.mackieconsultants.com

CLIENT:

LENNAR

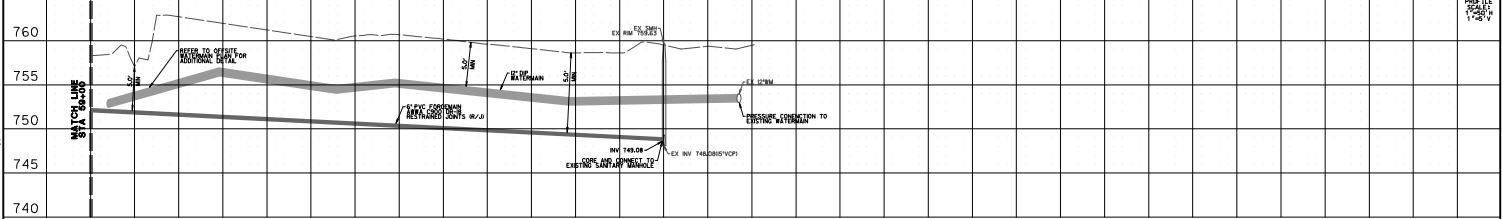
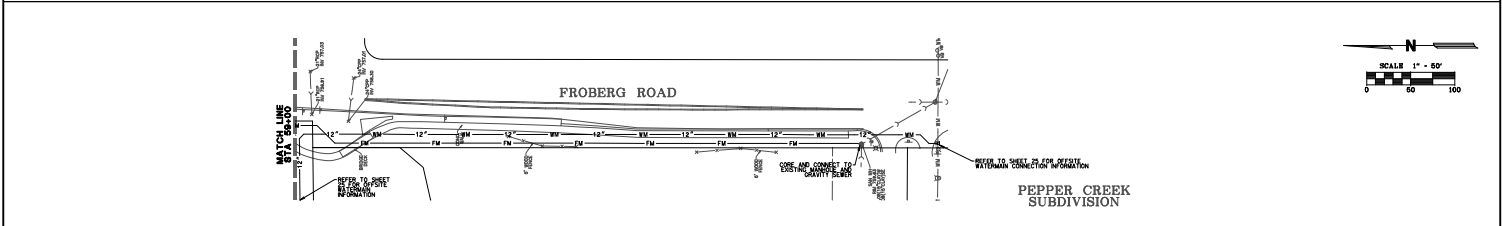
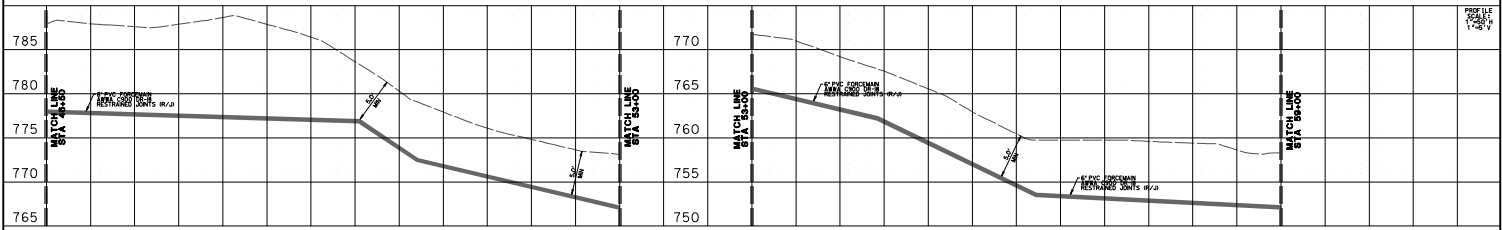
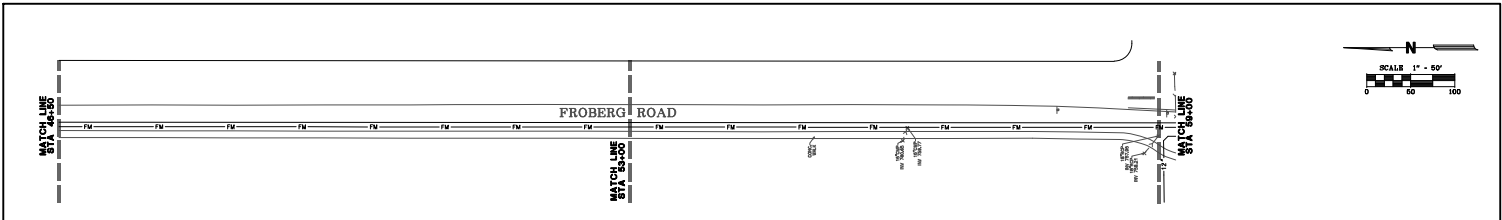
Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-253-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE

DESIGNED	SSS
DRAWN	DM
APPROVED	KJM
DATE	12/10/2021
BY	
SCALE	1"=50'

OFFSITE FORCEMAIN - STA 26+00 TO 46+00
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
23 OF 31
 PROJECT NUMBER: 4383
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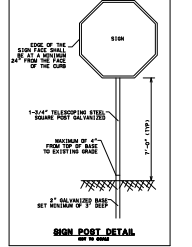
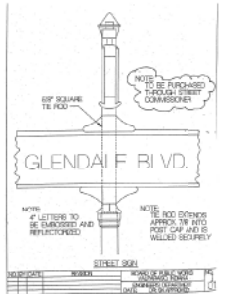
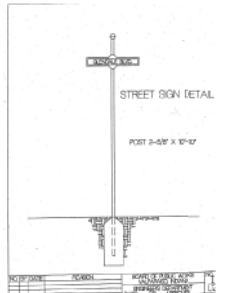
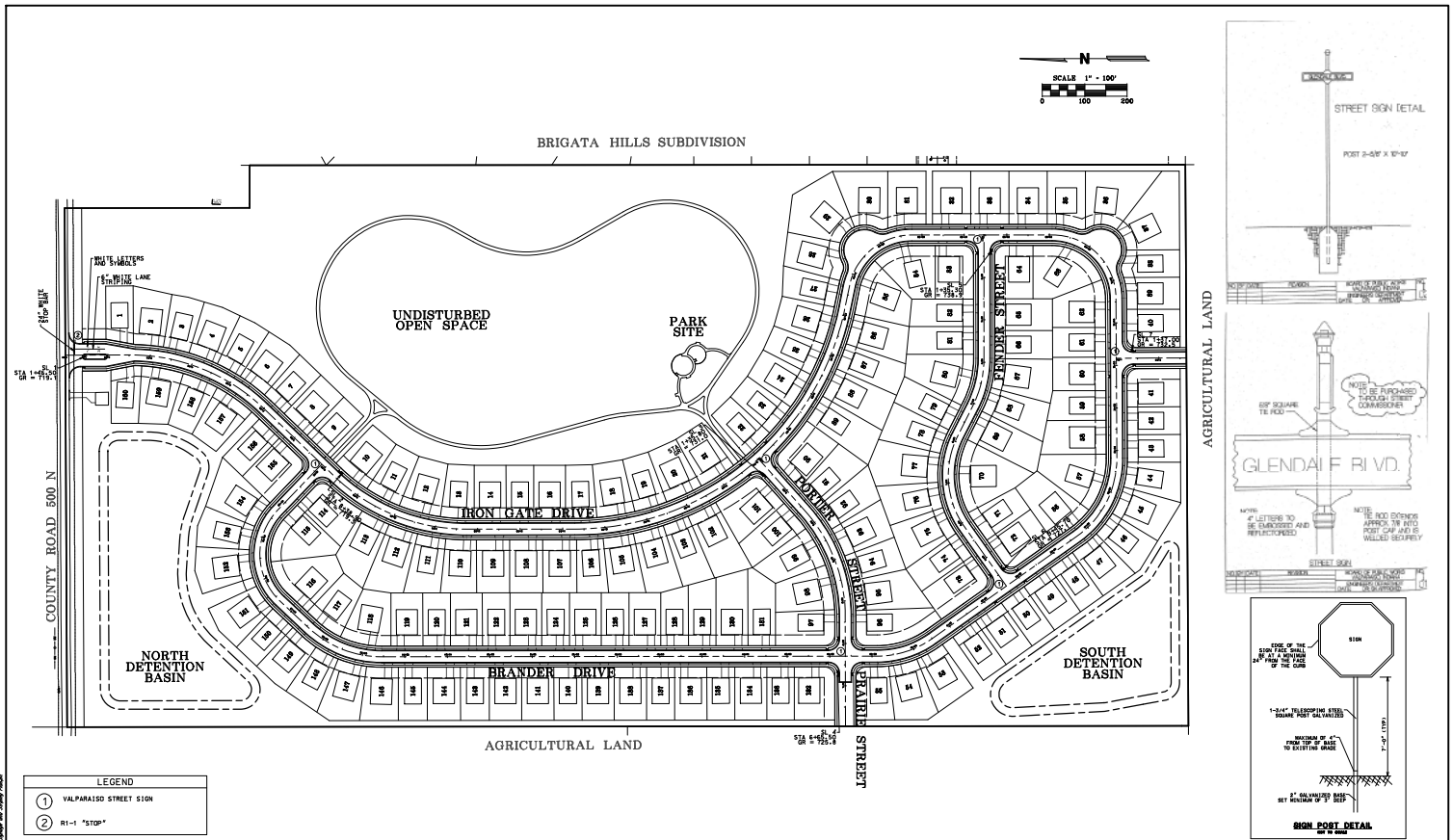
CLIENT:
LENNAR
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-3100 Fax: 224-255-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE

DESIGNED: BSS
 DRAWN: DM
 APPROVED: KJM
 DATE: 12/10/2001
 SCALE: 1"=50'

OFFSITE FORCE MAIN - STA 46+50 TO 65+00
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
24 OF 31
 PROJECT NUMBER: 4083
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 IL ENGR. REG. LICENSE #1-020094



20250001 - MCKIE CONSULTANTS, LLC

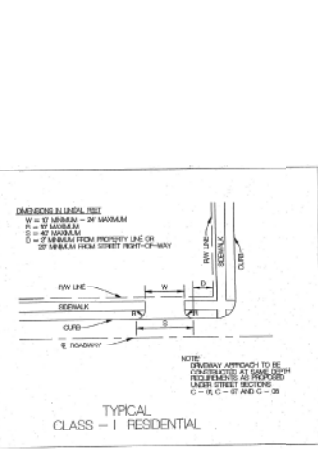
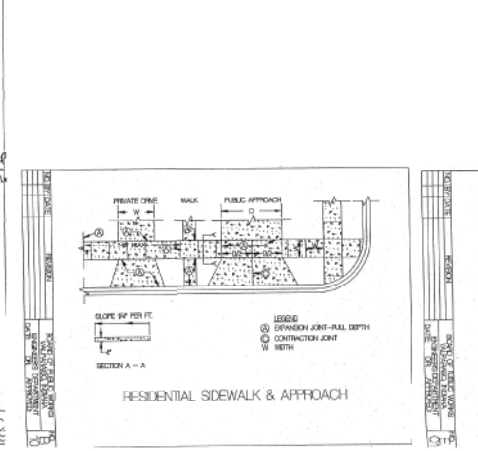
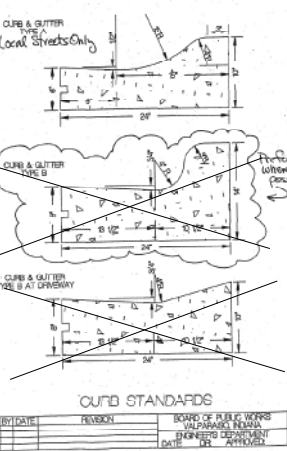
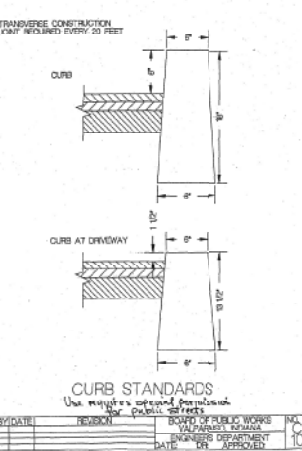
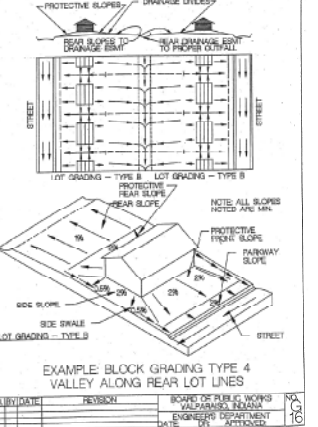
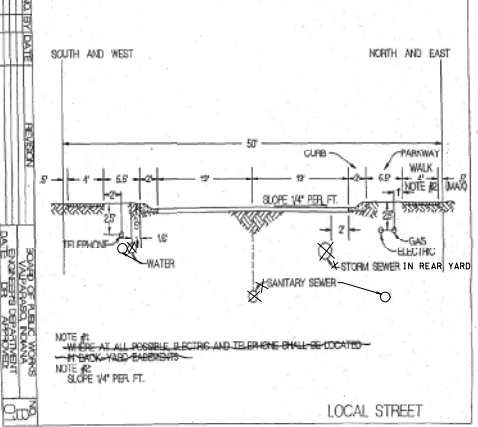
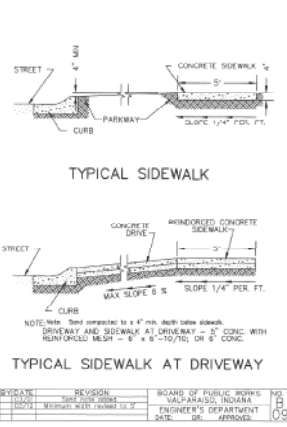
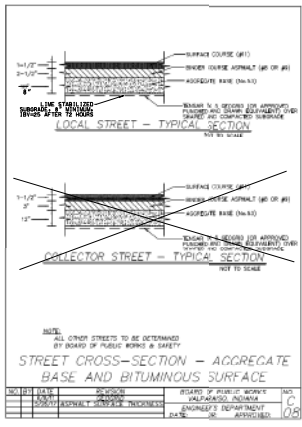
M **Mackie Consultants, LLC**
 9575 W. Highway Road, Suite 500
 Rosemead, CA 91078
 (818) 959-1420
 www.mackieconsultants.com

CLIENT: **LENNAR**
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-3100 Fax: 224-255-3101

DESIGNED	SSS	
DRAWN	DM	
APPROVED	KJM	
DATE	12/10/2001	
SCALE	1" = 100'	
DATE	DESCRIPTION OF REVISION	BY

STREET LIGHT, SIGNAGE AND STRIPING PLAN
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
26 OF 31
 PROJECT NUMBER: 4383
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CLIENT:

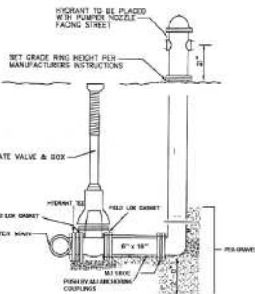
LENNAR
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1100 Fax: 224-234-3101

DESIGNED	6SS
DRAWN	DM
APPROVED	KJM
DATE	12/10/2001
BY	SCALE
	N.T.S.

CONSTRUCTION DETAILS
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

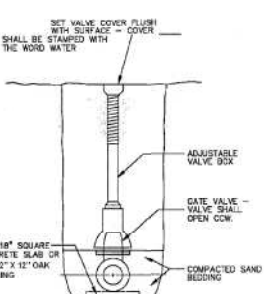
SHEET **27** OF **31**

PROJECT NUMBER: 4389
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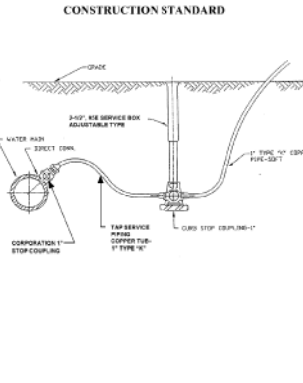
NOTE: Hydrants shall be Mueller Sazer Castiron or Kennedy Gardiner K-81-D with a Mechanical Joint Shoe.

DETAIL A - HYDRANT DETAIL (NOT TO SCALE)

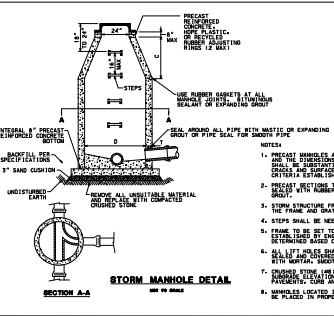


NOTE: FOR 1.5 AND 3-INCH SETBACKS, AN 8\"/>

DETAIL B - VALVE / CURB BOX DETAIL (NOT TO SCALE)



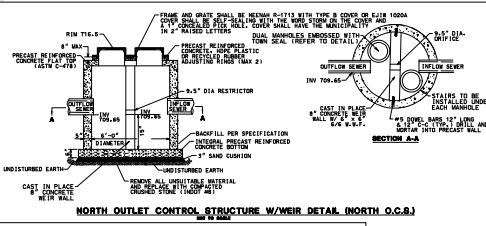
PIPE SIZE	MIN. COVER	MIN. DEPTH	MIN. WIDTH	MIN. LENGTH	MIN. SPACING	MIN. SPACING	MIN. SPACING	MIN. SPACING	MIN. SPACING
1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
3/4"	12"	12"	12"	12"	12"	12"	12"	12"	12"
1"	12"	12"	12"	12"	12"	12"	12"	12"	12"
1 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
2 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
3"	12"	12"	12"	12"	12"	12"	12"	12"	12"
3 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
4"	12"	12"	12"	12"	12"	12"	12"	12"	12"
4 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
5"	12"	12"	12"	12"	12"	12"	12"	12"	12"
5 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
6"	12"	12"	12"	12"	12"	12"	12"	12"	12"
6 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
7"	12"	12"	12"	12"	12"	12"	12"	12"	12"
7 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
8"	12"	12"	12"	12"	12"	12"	12"	12"	12"
8 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
9"	12"	12"	12"	12"	12"	12"	12"	12"	12"
9 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
10"	12"	12"	12"	12"	12"	12"	12"	12"	12"
10 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
11"	12"	12"	12"	12"	12"	12"	12"	12"	12"
11 1/2"	12"	12"	12"	12"	12"	12"	12"	12"	12"
12"	12"	12"	12"	12"	12"	12"	12"	12"	12"



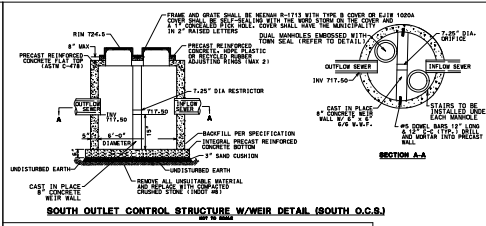
- NOTES:
1. PRECAST MANHOLES AND STRUCTURES SHALL CONFORM TO ASTM C478 AND THE FOLLOWING SHALL BE USED: PRECAST MANHOLES SHALL BE 4\"/>

MATERIALS FOR WALLS

D	C	T	(MIN)
48"	30"	6"	6"
60"	42"	6"	6"
DIAMETER OF MAIN SEWER	D		
18" AND UNDER	48"		
21" THRU 42"	60"		



- NOTES:
1. PRECAST MANHOLES AND STRUCTURES SHALL CONFORM TO ASTM C478 AND THE FOLLOWING SHALL BE USED: PRECAST MANHOLES SHALL BE 4\"/>



- NOTES:
1. PRECAST MANHOLES AND STRUCTURES SHALL CONFORM TO ASTM C478 AND THE FOLLOWING SHALL BE USED: PRECAST MANHOLES SHALL BE 4\"/>

Mackie Consultants, LLC
 8275 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 959-1420
 www.mackieconsultants.com

CLIENT: LENNAR

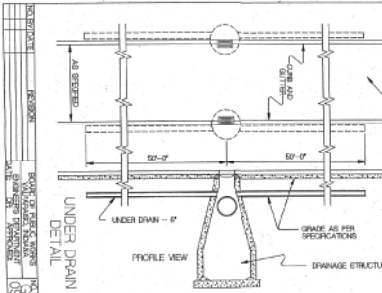
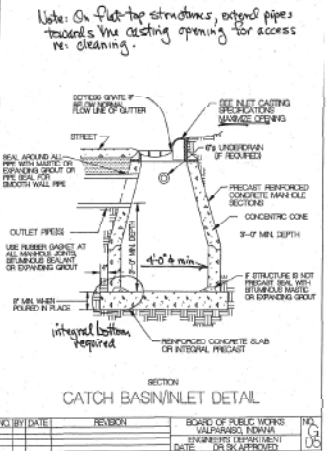
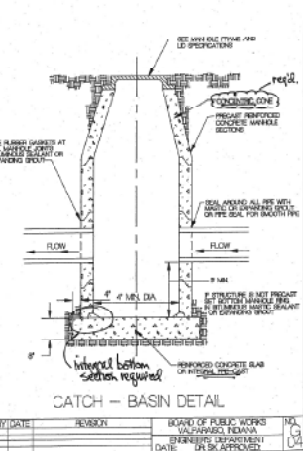
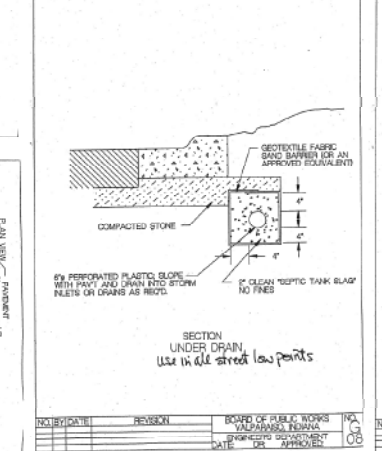
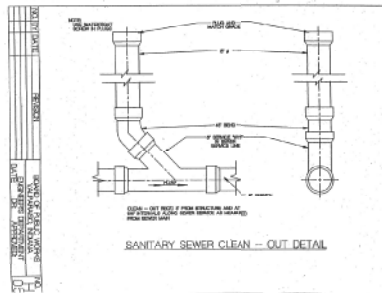
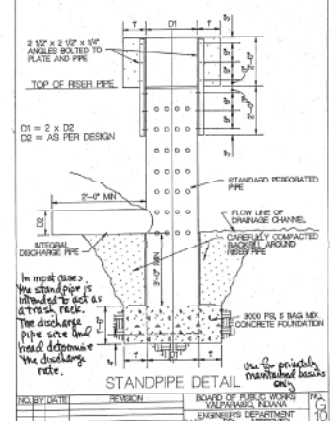
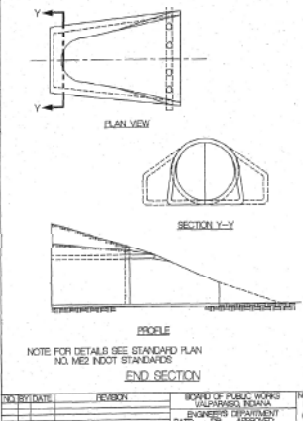
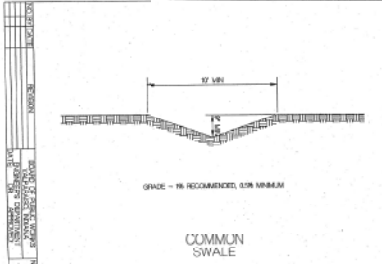
Lennar Homes
 1700 East Oak Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-7100 Fax: 224-255-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE

CONSTRUCTION DETAILS
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

DESIGNED: BSS
 DRAWN: DM
 APPROVED: KJM
 DATE: 12/10/2001
 SCALE: N.T.S.

CITY OF VALPARAISO STANDARD CASTINGS			
The castings listed herein are those required for use on structures that will be owned and/or maintained by the City of Valparaiso, Indiana. No other castings are permitted without the consent of the Superintendent of Public Works Department.			
STRUCTURE	SIZE	GRADE	REMARKS
CURB INLETS	R-2048, C 2" pipe	1020, T-4, 10" pipe	Standard casting, use in conjunction with standard grating. Use in conjunction with standard grating. Use in conjunction with standard grating. Use in conjunction with standard grating.
	R-2048, V 2" pipe	1020, T-1, 10" pipe	
	R-2048, L 2" pipe	1020, T-1, 10" pipe	
CATCH BASIN OR STORM MANHOLE	R-1024, C or D 4" pipe	1020, A, 10" pipe	Heavy-duty casting, "STORM" or "C" or "D" pipe. Use in conjunction with standard grating. Use in conjunction with standard grating. Use in conjunction with standard grating. Use in conjunction with standard grating.
	R-1024, C or D 6" pipe	1020, A, 10" pipe	
	R-1024, C or D 8" pipe	1020, A, 10" pipe	
WEDGERS	R-1024, A 4" pipe	1020, G 2" pipe	Use for heavy-duty applications. Use for light-duty (residential) applications.
	R-1024, A 6" pipe	1020, G 2" pipe	
SANITARY MANHOLES	R-1024, A 4" pipe	1020, A, 10" pipe	Heavy-duty casting, "SANITARY" or "A" pipe. Use in conjunction with standard grating. Use in conjunction with standard grating. Use in conjunction with standard grating. Use in conjunction with standard grating.
	R-1024, A 6" pipe	1020, A, 10" pipe	



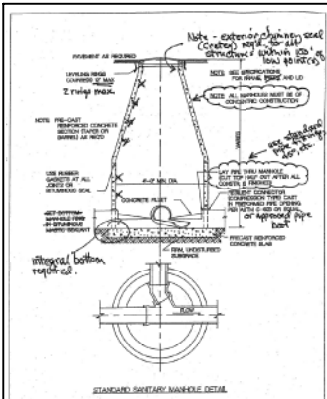
Meckle Consultants, LLC
 8275 W. Higgins Road, Suite 500
 Rosemead, IL 60018
 (847) 959-1420
 www.meckleconsultants.com

CLIENT: LENNAR
 Lennar Homes
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 224-234-1700 Fax: 224-234-3101

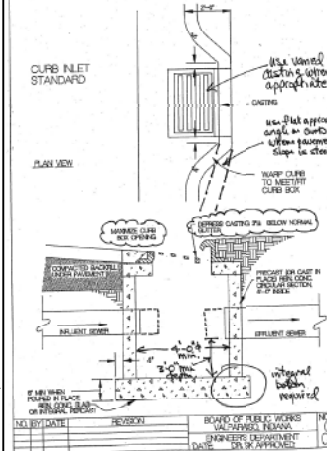
DATE	DESCRIPTION OF REVISION	BY	SCALE

DESIGNED	SSS
DRAWN	DM
APPROVED	KJM
DATE	12/10/2001
BY	N.T.S.

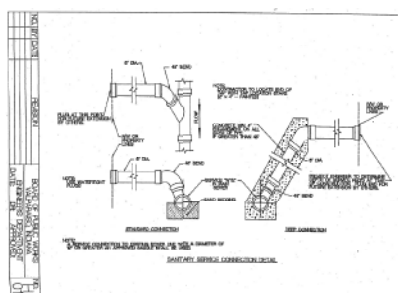
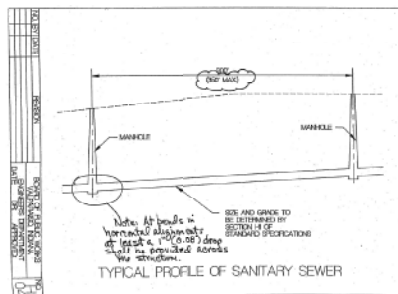
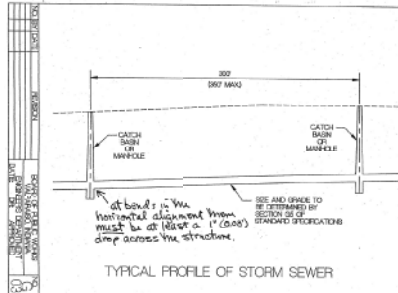
CONSTRUCTION DETAILS
IRON GATE SUBDIVISION
VALPARAISO, INDIANA



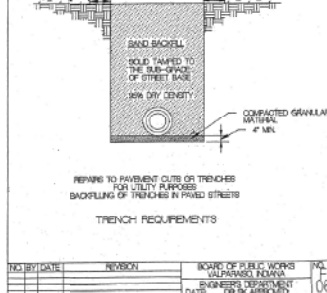
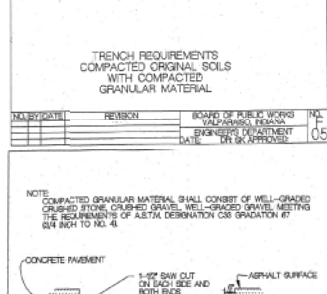
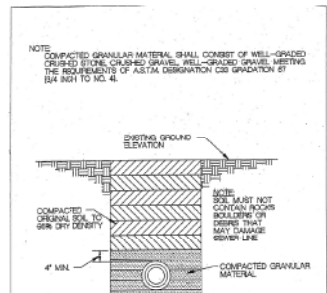
NO.	DATE	REVISION	BOARD OF PUBLIC WORKS VALPARAISO, INDIANA	NO.
			ENGINEERS DEPARTMENT	01
			DATE: DR. APPROVED	



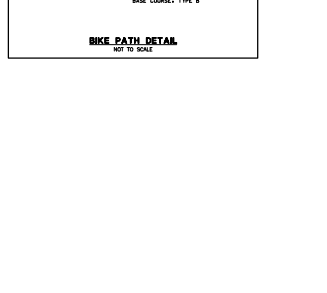
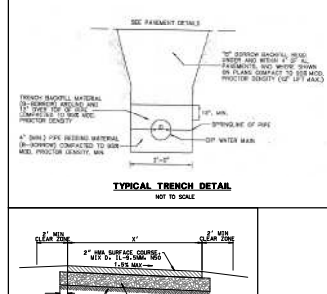
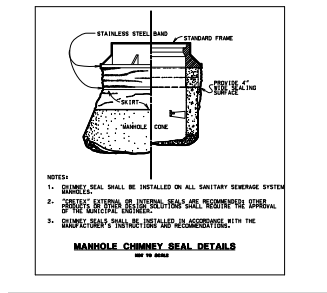
NO.	DATE	REVISION	BOARD OF PUBLIC WORKS VALPARAISO, INDIANA	NO.
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			DATE: DR. APPROVED	



CLIENT: Lennar
 1700 East Golf Road, Suite 1100
 Schaumburg, IL 60173
 Phone: 630-234-1100 Fax: 630-234-3101

DESIGNED	SSS
DRAWN	DM
APPROVED	KJM
DATE	12/10/2001
SCALE	N.T.S.

NO.	DATE	REVISION	BOARD OF PUBLIC WORKS VALPARAISO, INDIANA	NO.
			ENGINEERS DEPARTMENT	01
			DATE: DR. APPROVED	

CONSTRUCTION DETAILS
 IRON GATE SUBDIVISION
 VALPARAISO, INDIANA

SHEET
 30 OF 31
 PROJECT NUMBER: 4089
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 LICENSE # 14-32094

GENERAL NOTES

A. REFERENCED SPECIFICATIONS

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR BY THE NOTES:
 - STANDARD SPECIFICATIONS, INDIANA DEPARTMENT OF TRANSPORTATION, LATEST EDITION, (INDOT 55) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION.
 - INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT REGULATIONS
 - DEVELOPMENT STANDARDS MANUAL, CITY OF VALPARAISO, LATEST EDITION, INCLUDING SPECIFICATIONS AND ENGINEERING REQUIREMENTS FOR THE INSTALLATION OF WATER MAINS AND APPURTENANCES, VALPARAISO CITY UTILITIES.
 - STORMWATER MANAGEMENT CRITERIA, CITY OF VALPARAISO, LATEST EDITION.
 - SPECIFICATIONS AND STANDARDS FOR ACCEPTANCE OF MINOR IMPROVEMENTS CITY OF VALPARAISO, LATEST EDITION.
2. IN CASE OF CONFLICT BETWEEN THE APPLICABLE MUNICIPAL NOTES, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

B. MODIFICATIONS

1. THE CITY OF VALPARAISO MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION ON EACH WORK PHASE.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATION OF THE UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED. CALL I.G.P.P.S. AT 1-800-766-9444.

C. GENERAL NOTES

1. THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE AND REJECT THE CONSTRUCTION IMPROVEMENTS.
2. THE CONTRACTOR SHALL INDENTIFY THE OWNER, ENGINEER, MUNICIPALITY, AND THEIR AGENTS, ETC., FROM AN LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.
3. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY THE MUNICIPALITY. ALL DESIGN CHANGES ARE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE ORIGINAL PLANS THAT MAY BE REQUIRED DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT ALL CHANGES TO THE MUNICIPALITY AND THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. ALL CHANGES SHALL BE MADE TO THE ORIGINAL PLANS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE IN THE AREA OF THE IMPROVEMENTS. ALL CHANGES SHALL BE MADE TO THE ORIGINAL PLANS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE IN THE AREA OF THE IMPROVEMENTS.
4. A BATTER-TYPE FLAG SHALL BE INSTALLED ON THE DOMESTIC SANITARY SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE IN THE AREA OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY UNPOLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWER.
6. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLOWING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY AND/OR SEWER DISTRICT.
7. THE LOCATION OF EXISTING CASING, UNDESIGNED UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND DEPTHS PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
8. ALL EXISTING WATER MAINS, SIDEWALKS, DRIVEWAYS, ETC., DAMAGED DURING CONSTRUCTION OR IN THE COURSE OF THE CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN COST.
9. NO FINEAL CONNECTION SHALL BE MADE TO THE EXISTING WATER MAIN SYSTEM UNTIL THE WATER MAIN HAS BEEN PRESSURE TESTED AND CHLORINATED.
10. ALL NON-PAVING CONCRETE USED ON THE PROJECT SHALL BE CLASS 1, CLASS A.
11. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY AND OWNER.
12. THE ENGINEERING CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.
13. ALL EXISTING FIELD DRAINAGE TILES ENCOUNTERED OR DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN COST. ALL EXISTING FIELD DRAINAGE TILES ENCOUNTERED OR DAMAGED DURING CONSTRUCTION THAT ARE NOT ON-SITE PROPERTY CAN BE CAPED AND/OR REMOVED FROM THE SITE.
14. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO EXISTING GRADE PRIOR TO FINAL IMPROVEMENT.
15. SEWER DRAININGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN TO FIELD. ALL PIPS OR SEALS SHALL BE LOCATED FROM THE DOMESTIC MANHOLES. ALL VALVES, B-BLOCKS, TESTS OR BENS SHALL BE TIED TO A FIRE HYDRANT.

D. EXCAVATION AND SITE GRADING

1. EXCAVATION AND SHORING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 0204.00 (EXCAVATION, SHORING, BRACES AND SHIELDS) FROM THE SPECIFICATIONS FOR THIS SITE. COPIES OF THE SPECIFICATIONS SHALL BE AVAILABLE FROM THE OWNER.
2. BUILDING PAW, BUILDING FOOTING, AND PAVEMENT SUBGRADES SHALL BE CONSIDERED AS EXISTING FULL VERTICAL. AS REFERENCED BY THE SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE IN THE AREA OF THE IMPROVEMENTS. ALL CHANGES SHALL BE MADE TO THE ORIGINAL PLANS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE IN THE AREA OF THE IMPROVEMENTS.
3. ALL EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO EXISTING GRADE PRIOR TO FINAL IMPROVEMENT.
4. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY UNPOLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWER.
5. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLOWING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY AND/OR SEWER DISTRICT.
6. THE LOCATION OF EXISTING CASING, UNDESIGNED UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND DEPTHS PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
7. ALL EXISTING WATER MAINS, SIDEWALKS, DRIVEWAYS, ETC., DAMAGED DURING CONSTRUCTION OR IN THE COURSE OF THE CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN COST.
8. NO FINEAL CONNECTION SHALL BE MADE TO THE EXISTING WATER MAIN SYSTEM UNTIL THE WATER MAIN HAS BEEN PRESSURE TESTED AND CHLORINATED.
9. ALL NON-PAVING CONCRETE USED ON THE PROJECT SHALL BE CLASS 1, CLASS A.
10. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY AND OWNER.
11. THE ENGINEERING CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.
12. ALL EXISTING FIELD DRAINAGE TILES ENCOUNTERED OR DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN COST. ALL EXISTING FIELD DRAINAGE TILES ENCOUNTERED OR DAMAGED DURING CONSTRUCTION THAT ARE NOT ON-SITE PROPERTY CAN BE CAPED AND/OR REMOVED FROM THE SITE.
13. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO EXISTING GRADE PRIOR TO FINAL IMPROVEMENT.

E. PAVEMENT CONSTRUCTION

1. HOT-MIX ASPHALT PAVEMENT SHALL HAVE A MINIMUM TOTAL COMPACTED DENSITY AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE IN THE AREA OF THE IMPROVEMENTS.
2. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY UNPOLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWER.
3. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLOWING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY AND/OR SEWER DISTRICT.
4. THE LOCATION OF EXISTING CASING, UNDESIGNED UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND DEPTHS PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
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11. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO EXISTING GRADE PRIOR TO FINAL IMPROVEMENT.

F. WATER MAIN

1. ALL WATER MAINS SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF VALPARAISO REQUIREMENTS, LATEST EDITION.
2. WATER MAINS SHALL BE OBTAINED FROM PIPE CONFORMING TO ANSI A 21.51 (C900) PIPE, CLASS 50 PER ANSI A 21.51 (C900) PIPE, UNLESS OTHERWISE SPECIFIED BY THE CITY OF VALPARAISO. RUBBER GASKETS SHALL BE OBTAINED FROM CONFORMING TO ANSI A 21.51 (C900) PIPE, UNLESS OTHERWISE SPECIFIED BY THE CITY OF VALPARAISO.
3. ALL DUCTILE IRON WATER MAIN, FITTINGS AND RELATED APPURTENANCES SHALL BE MANUFACTURED IN ACCORDANCE WITH ANNSI A 21.51 (C900) PIPE, UNLESS OTHERWISE SPECIFIED BY THE CITY OF VALPARAISO.
4. A MINIMUM OF 5'-0" OF COVER SHALL BE MAINTAINED OVER THE WATER MAIN AND SERVICES AT ALL TIMES, UNLESS SPECIAL PROVISIONS HAVE BEEN MADE.
5. DUCTILE IRON WATER MAIN SHALL BE MAINTAINED WITH A MINIMUM OF 1'-0" OF COVER UNDER ALL PAVEMENTS. MAINLINE WATER MAIN SHALL BE MAINTAINED WITH A MINIMUM OF 1'-0" OF COVER UNDER ALL PAVEMENTS. MAINLINE WATER MAIN SHALL BE MAINTAINED WITH A MINIMUM OF 1'-0" OF COVER UNDER ALL PAVEMENTS. MAINLINE WATER MAIN SHALL BE MAINTAINED WITH A MINIMUM OF 1'-0" OF COVER UNDER ALL PAVEMENTS.
6. ALL WATER MAINS SHALL HAVE THE WORD "WATER" CAST INTO THE LID.
7. VALVES SHALL BE PROVIDED AND TESTED IN ACCORDANCE WITH VALPARAISO REQUIREMENTS. THE VALVES SHALL BE HEAVY DUTY AND SHALL BE TESTED TO 150 PSI. THE VALVES SHALL BE PROVIDED AND TESTED IN ACCORDANCE WITH VALPARAISO REQUIREMENTS. THE VALVES SHALL BE HEAVY DUTY AND SHALL BE TESTED TO 150 PSI.
8. ALL VALVES SHALL BE PROVIDED WITH DRINK WATER SEALS, MANUFACTURED AND TESTED TO CONFORM TO ASTM STANDARD FOR GATE VALVE DRINK WATER SEALS.
9. TAPPING VALVES SHALL BE FURNISHED WITH FLANGES INLET AND CONNECTIONS HAVING A MODIFIED PROTECTION ON THE FLANGES TO MATE WITH A MODIFIED PROTECTION ON THE OUTLET FLANGES FOR THE TAPPING SEWER AND SERVICES. THE SEALS OF TAPPING VALVES SHALL BE PROVIDED IN ACCORDANCE WITH VALPARAISO REQUIREMENTS. THE VALVES SHALL BE HEAVY DUTY AND SHALL BE TESTED TO 150 PSI.
10. WATER MAINS SHALL BE LOCATED AT LEAST 18" FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY SEWER. STORM SEWER, COVERED SEWER SERVICE OR OTHER SERVICE CONNECTION. THE COVER OF ANY WATER MAIN OR WATER SERVICE LINE SHALL NOT BE LESS THAN 8" FEET FROM THE WATER MAINS.
11. WATER MAIN SHALL BE SEPARATED FROM STORM AND SANITARY SEWERS AS FOLLOWS:
 - WATER MAINS SHALL BE SEPARATED FROM A COVER TO THE LID (UNLESS IT IS A MINIMUM OF 18" UNDER THE COVER) OF THE SEWER SERVICE.
 - WATER MAINS SHALL BE SEPARATED FROM A COVER TO THE LID (UNLESS IT IS A MINIMUM OF 18" UNDER THE COVER) OF THE SEWER SERVICE.
12. IF A DEFLECT SEPARATION OF 18" OR MORE BETWEEN THE TRENCH OF THE SEWER AND THE TRENCH OF THE WATER MAIN SHALL BE MAINTAINED UNDER THE WATER MAIN COVERS AND SERVICES. SUPPORT THE SEWER TO PREVENT SETTLING AND BREAKING THE WATER MAIN.
13. IF A DEFLECT SEPARATION OF 18" OR MORE BETWEEN THE TRENCH OF THE SEWER AND THE TRENCH OF THE WATER MAIN SHALL BE MAINTAINED UNDER THE WATER MAIN COVERS AND SERVICES. SUPPORT THE SEWER TO PREVENT SETTLING AND BREAKING THE WATER MAIN.
14. FIRE HYDRANTS SHALL BE PROVIDED AND TESTED IN ACCORDANCE WITH THE CITY OF VALPARAISO REQUIREMENTS. THE HYDRANTS SHALL CONFORM TO ANNSI STANDARD C-402 AND SHALL BE EAST JORDAN WORKER'S SERVICE THREE MIDDLE WITH PRESSURE CAP AND TESTS THAT MEETS OR EXCEEDS ALL REQUIREMENTS. HYDRANTS SHALL BE PROVIDED WITH A MINIMUM WORKING PRESSURE OF 100 PSI. HYDRANTS SHALL BE PROVIDED WITH A MINIMUM WORKING PRESSURE OF 100 PSI. HYDRANTS SHALL BE PROVIDED WITH A MINIMUM WORKING PRESSURE OF 100 PSI.
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G. STORM SEWER

1. ALL STORM SEWERS, SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF VALPARAISO REQUIREMENTS AND THE INDOT 55, LATEST EDITION.
2. STORM SEWERS SHALL BE:
 - 30" RIBBED CONCRETE PIPE, ASTM C-76, WITH 0-RING JOINTS MEETING THE REQUIREMENTS OF ASTM C-561.
 - 18" RIBBED CONCRETE PIPE, ASTM C-76, WITH 0-RING JOINTS MEETING THE REQUIREMENTS OF ASTM C-561.
3. A TRASSER RIBB, ELECTRICALLY CONTINUOUS TYPE, INSULATED AND FRAGER PIPE, SHALL BE INSTALLED ABOVE THE PIPE, EXTENDING TO THE LEAD STAKES AT EVERY 120' INTERVALS. SHALL BE INSTALLED ABOVE THE LEAD STAKES AT EVERY 120' INTERVALS.
4. CHANNEL BACKFILL, 8" BORROW, SHALL BE PROVIDED FOR ALL STORM SEWERS WHEN THE TRENCH IS UNDER OR WITHIN 24" INCHES OF PAVEMENT. THE MAXIMUM COVER SHALL NOT EXCEED 12" INCHES OF THE MAINLINE PIPE. THE MAXIMUM COVER SHALL NOT EXCEED 12" INCHES OF THE MAINLINE PIPE. THE MAXIMUM COVER SHALL NOT EXCEED 12" INCHES OF THE MAINLINE PIPE.
5. RIBBED PIPE SHALL BE LAID IN CLASS "B" BEDDING UNLESS OTHERWISE APPROVED BY THE OWNER OR ENGINEER. CLASS "B" BEDDING SHALL MEET THE REQUIREMENTS SET FORTH IN THE INDOT 55, SECTION 211. SPECIFIC TYPE OF BEDDING SHALL BE DETERMINED BY THE OWNER OR ENGINEER. CLASS "B" BEDDING SHALL MEET THE REQUIREMENTS SET FORTH IN THE INDOT 55, SECTION 211. SPECIFIC TYPE OF BEDDING SHALL BE DETERMINED BY THE OWNER OR ENGINEER.
6. PRECAST MANHOLES SHALL CONFORM TO ASTM C400, LATEST EDITION. ALL COVER PRECAST MANHOLES SHALL BE MANUFACTURED BY AN INDOT CERTIFIED PRECAST CONCRETE PRODUCER.
7. PIPE END SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 715 OF THE INDOT 55. ALL PRECAST STRUCTURE COMPONENTS SHALL BE MANUFACTURED BY AN INDOT CERTIFIED PRECAST CONCRETE PRODUCER.
8. ALL END SECTIONS SHALL BE INSTALLED WITH TRASH RACKS. TRASH RACKS SHALL BE MANUFACTURED IN ACCORDANCE WITH THE INDOT 55.
9. NUMBER ADJUSTMENT RISERS AND DROW SHALL BE INFRASIDER AS MANUFACTURED BY OUR TECHNOLOGIES, OR APPROVED EQUAL.

H. EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE STORMWATER POLLUTION PREVENTION PLAN.
2. REFER TO THE STORMWATER POLLUTION PREVENTION PLAN FOR DETAILED SPECIFICATIONS.

I. LANDSCAPING

1. ALL DISTURBED AREAS SHALL BE RESTORED WITH 6-INCHES OF TOPSOIL AND SEEDS. SEEDING SHALL BE CONDUCTED IN ACCORDANCE WITH SECTION 301 (SEEDING AND SOILING) OF THE INDOT 55. SEEDING MIXTURE SHALL BE USED WITHIN A TYPE I LAWN NETWORK, UNLESS OTHERWISE INDICATED.
2. EROSION CONTROL BLANKET SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 302 (EROSION CONTROL BLANKETS) OF THE INDOT 55. EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN BLEND IS-350 OR IS-350, OR APPROVED EQUAL.

J. TRAFFIC CONTROL

1. TRAFFIC CONTROL SIGNS SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE INDOT 55 AND IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. THE SAFE AND OPEN PASSAGE OF TRAFFIC AND PEDESTRIANS SHALL BE MAINTAINED.

M
Mackie Consultants, LLC
1675 W. Highway 56, Suite 500
Roseland, IL 60011
(847) 899-1420
www.mackieconsultants.com

L
LENNAR
Lennar Homes
1700 East Golf Road, Suite 1100
Schaumburg, IL 60113
Phone: 224-334-7700 Fax: 224-355-3101

DESIGNED	BSG	DATE	10/01/2001
DRAWN	DM	DATE	10/01/2001
APPROVED	KJAM	DATE	10/01/2001
BY	N.T.S.	DATE	
DESCRIPTION OF REVISION			

PROJECT SPECIFICATIONS
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
31 OF 31

PROJECT NUMBER: 4386
DRAWN: MACKIE CONSULTANTS, LLC
DATE: 10/01/2001

Landscape Plan
IRON GATE
 Valparaiso, Indiana
 December 10, 2021

CONSULTANTS:



LANDSCAPE ARCHITECT
 GARY R. WEBER ASSOCIATES, INC.
 402 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187



CIVIL ENGINEER:
 MACKIE CONSULTANTS, LLC
 9575 WEST HIGGINS ROAD, SUITE 500
 ROSEMONT, ILLINOIS 60018



LOCATION MAP
 SCALE: 1" = 500'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	LANDSCAPE PLAN
5	LANDSCAPE DETAILS
6	LANDSCAPE DETAILS
7	PARK AMENITY DETAILS
8	PARK AMENITY DETAILS
9	MONUMENT DETAILS
10	LANDSCAPE SPECIFICATIONS
11	LANDSCAPE SPECIFICATIONS



PLANT LIST

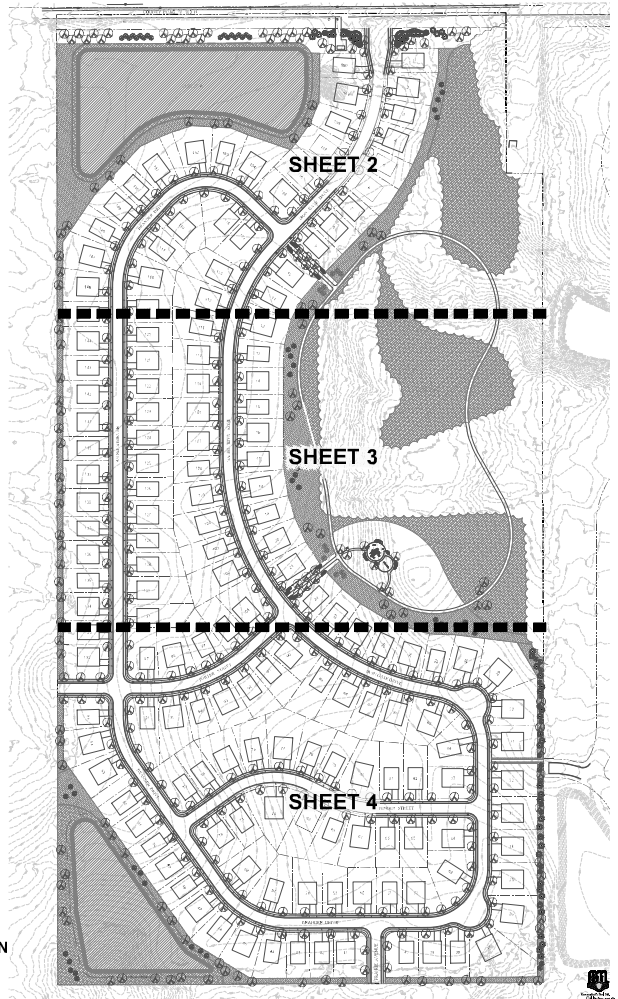
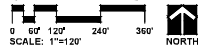
Key	Qty	Botanical/Common Name	Size	Remarks
PARKWAY TREES				
CO	82	<i>Cedrus deodara</i> CEDAR	2 1/2" Cal.	
GT	24	<i>Quercus bicolor</i> var. <i>hemisphaerica</i> KENTUCKY CO. OAK	2 1/2" Cal.	
NB	24	<i>Yucca spicata</i> SOUL GRASS	2 1/2" Cal.	
NSA	4	<i>Yucca spicata</i> SOUL GRASS	8" Cal.	
OB	26	<i>Quercus macrocarpa</i> SHARP WHITE OAK	2 1/2" Cal.	
OC	26	<i>Quercus macrocarpa</i> SHARP WHITE OAK	2 1/2" Cal.	
O	82	<i>Quercus imbricaria</i> SHINGLE OAK	2 1/2" Cal.	
TA	26	<i>Thuja americana</i> AMERICAN LINDEN	2 1/2" Cal.	
TC	22	<i>Thuja occidentalis</i> LITTLELEAF LINDEN	2 1/2" Cal.	
SHADE TREES				
AB	12	<i>Acer x boscianum</i> 'Green Mountain' GREEN MOUNTAIN SUGAR MAPLE	2 1/2" Cal.	
ABH	14	<i>Acer x boscianum</i> 'Green Mountain' GREEN MOUNTAIN SUGAR MAPLE	8" Cal.	
AR	8	<i>Acer x rubrum</i> 'Red October' RED OCTOBER RED MAPLE	2 1/2" Cal.	
ARH	14	<i>Acer x rubrum</i> 'Red October' RED OCTOBER RED MAPLE	8" Cal.	
LI	11	<i>Liquidambar styraciflua</i> FLAME TREE	2 1/2" Cal.	
LI	8	<i>Liquidambar styraciflua</i> FLAME TREE	2 1/2" Cal.	
OA	16	<i>Quercus alba</i> WHITE OAK	2 1/2" Cal.	
OT	17	<i>Quercus macrocarpa</i> SHARP WHITE OAK	2 1/2" Cal.	
OR	8	<i>Quercus rubra</i> RED OAK	2 1/2" Cal.	
ORH	10	<i>Quercus rubra</i> RED OAK	8" Cal.	
TS	4	<i>Tilia cordata</i> 'Greenland' GREENLAND LITTLELEAF LINDEN	2 1/2" Cal.	
UH	10	<i>Ulmus americana</i> AMERICAN ELM	2 1/2" Cal.	
ORNAMENTAL TREES				
AG	8	<i>Amelanchier x grandiflora</i> APPLE SERVICEBERRY	6" HL	Multi-Stem
AGH	8	<i>Amelanchier x grandiflora</i> APPLE SERVICEBERRY	6" HL	Multi-Stem
BH	16	<i>Betula nigra</i> 'Vulcan' HEMPSTEAD RIVER BIRCH	6" HL	Multi-Stem
BH	16	<i>Betula nigra</i> 'Vulcan' HEMPSTEAD RIVER BIRCH	6" HL	Multi-Stem
CC	10	<i>Cornus sericea</i> SILK DOGWOOD	6" HL	Multi-Stem
CT	20	<i>Cotinus cogonioides</i> var. <i>hemisphaerica</i> THORNLESS COQUON Hawthorn	2" Cal.	Tree Form
EVERGREEN TREES				
AC	8	<i>Abies concolor</i> WHITE FIR	6" HL	
PA	14	<i>Pinus strobus</i> TODDWAY SPRUCE	6" HL	
PD	4	<i>Pinus strobus</i> TODDWAY SPRUCE	6" HL	
PF	4	<i>Pinus strobus</i> TODDWAY SPRUCE	6" HL	
PP	16	<i>Pinus strobus</i> TODDWAY SPRUCE	6" HL	
PS	8	<i>Pinus strobus</i> TODDWAY SPRUCE	6" HL	
DECIDUOUS SHRUBS				
PD	8	<i>Prunella americana</i> 'Cherry Pie' LITTLE DOGWOOD	24" Tall	3' O.C.
PH	12	<i>Physalis peruviana</i> 'Globe Amaranth' GLOBE AMARANTH	24" Tall	4' O.C.
RR	8	<i>Rosa rugosa</i> RED ROUGHLEAF ROSE	24" Tall	3' O.C.
SP	12	<i>Syringa pinnatifida</i> 'Miss Kim' TIDY TOMMY LILAC	24" Tall	4' O.C.
VB	47	<i>Viola blanda</i> 'Broomfield' FIRE WINE HEGELA	24" Tall	3' O.C.
EVERGREEN SHRUBS				
JK	24	<i>Juniperus communis</i> 'Savina Compacta' GALLIUS COMPACT JUNIPER	24" Wide	4' O.C.
JS	14	<i>Juniperus communis</i> 'Blue Pacific' BLUE PACIFIC JUNIPER	24" Wide	4' O.C.

Key	Qty	Botanical/Common Name	Size	Remarks
ORNAMENTAL GRASSES				
CK	12	<i>Calamagrostis x canadensis</i> 'Vermont Fennel' VERMONT FENNEL	8"	30' O.C.
SB	48	<i>Sceloporus occidentalis</i> 'Tulip Zow' TULIP LITTLE BLUESTEM	8"	24' O.C.
SH	96	<i>Sceloporus occidentalis</i> 'Tulip Zow' TULIP LITTLE BLUESTEM	8"	24' O.C.
PERENNIALS				
AB	50	<i>Allium 'Summer Beauty'</i> SUMMER BEAUTY ONION	8"	18' O.C.
HL	87	<i>Hamamelis 'Little White Cat'</i> LITTLE WHITE CAT HAWTHORN	8"	18' O.C.
HR	104	<i>Hamamelis 'Ray Return'</i> RAY RETURN HAWTHORN	8"	18' O.C.
IS	26	<i>Impatiens 'Queen's Garden'</i> QUEEN'S GARDEN IMPATIENS	8"	24' O.C.
NI	60	<i>Nepeta 'Walker's Low'</i> WALKER'S LOW CATMINT	8"	18' O.C.
SHRUBS				
LS	48	<i>Lonicera xylonum</i> CREEPING LILYTUP	8" x 4"	18' O.C.
MISC. MATERIALS				
	168	3" RED CEDAR SHEDDING MULCH	C.Y.	
	7,578	5" BOD	S.Y.	
	2,288	TUFF SEDG & BRUSH CONTROL BLANKET	AC.	

NATIVE LEGEND

Key	Qty	Description
7.68	7.68	LON PROFILE PRAIRIE SEED MIX
4.60	4.60	SPERGENT SEED & PLUG MIX
0.87	0.87	NET HEADON SEED MIX
4.84	4.84	LON MON FESCUE SEED MIX

OVERALL LANDSCAPE PLAN





GARY L. WESSER ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
1405 WEST 10TH STREET
DES MOINES, IOWA 50319
PHONE: 515-281-1111



LENNAR
1405 WEST 10TH STREET
DES MOINES, IOWA 50319
PHONE: 515-281-1111

BY: LENNAR
1405 WEST 10TH STREET
DES MOINES, IOWA 50319
PHONE: 515-281-1111

FOR: MACKIE CONSULTANTS, LLC
1117 GALELLO DRIVE
DES MOINES, IOWA 50319
PHONE: 515-281-1111

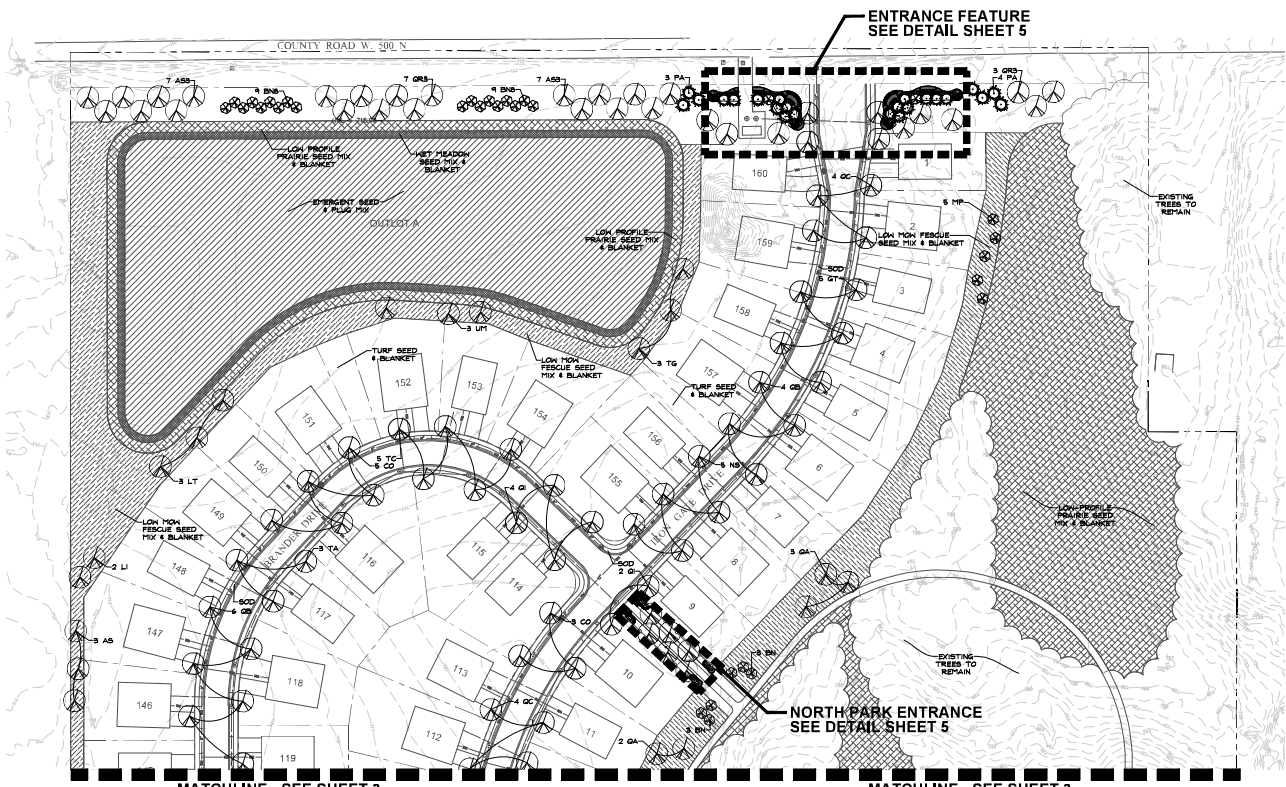
IRON GATE
VALPARAISO, INDIANA

OVERALL LANDSCAPE PLAN

DATE: 12-18-2011
PROJECT NO.: 118183
DRAWN BY: JG
CHECKED BY: JG
SHEET NO.: 1 OF 11

NATIVE LEGEND

Key	Description
[Pattern]	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	EMERGENT SEED & PLUG MIX
[Pattern]	WET MEADOW SEED MIX
[Pattern]	LOW MOH PESCUE SEED MIX

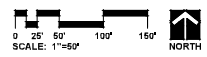


GRWA
GARY L. WESSER
 ASSOCIATES, INC.
 LAND PLANNING
 ARCHITECTURAL
 LANDSCAPE ARCHITECTURE
 405 WEST 10TH STREET
 TERRELL, TEXAS 75780
 PHONE: 817.486.9797

LENNAR
 1425 W. 10TH STREET
 SUITE 7
 FORT WORTH, TEXAS 76104
 817.335.1111
 PROJECT: IRON GATE
 SHEET NO. 2 OF 11

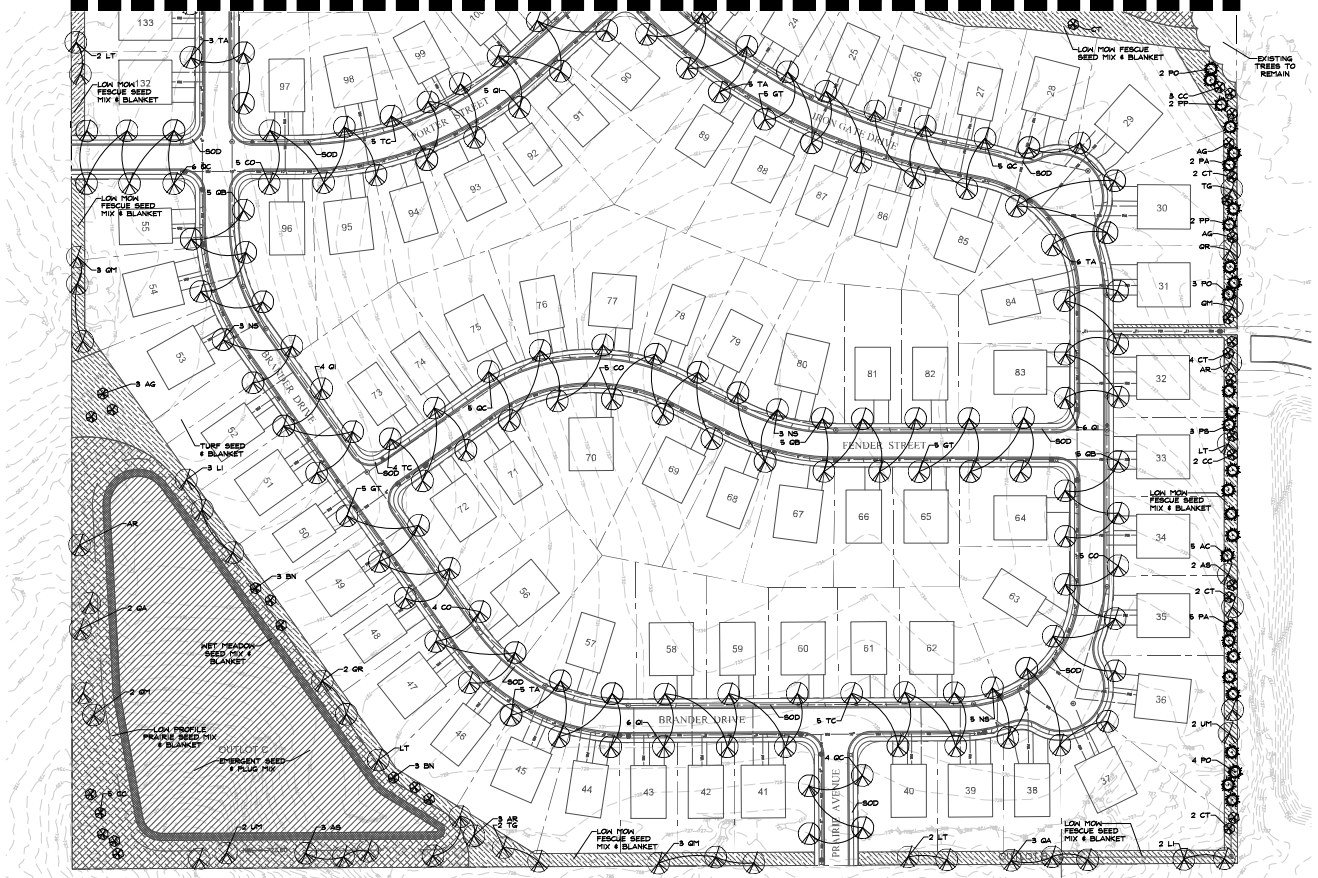
IRON GATE
 VALPARAISO, INDIANA
LANDSCAPE PLAN

REVISIONS
 DATE: 12-18-2011
 PROJECT NO.: 110101
 SHEET NO.: 02
 SHEET NO.: 02 OF 11



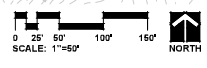
MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 3



NATIVE LEGEND

Symbol	Description
[Pattern]	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	EMERGENT SEED & PLUG MIX
[Pattern]	WET MEADOW SEED MIX
[Pattern]	LOW MOISTURE FESCUE SEED MIX

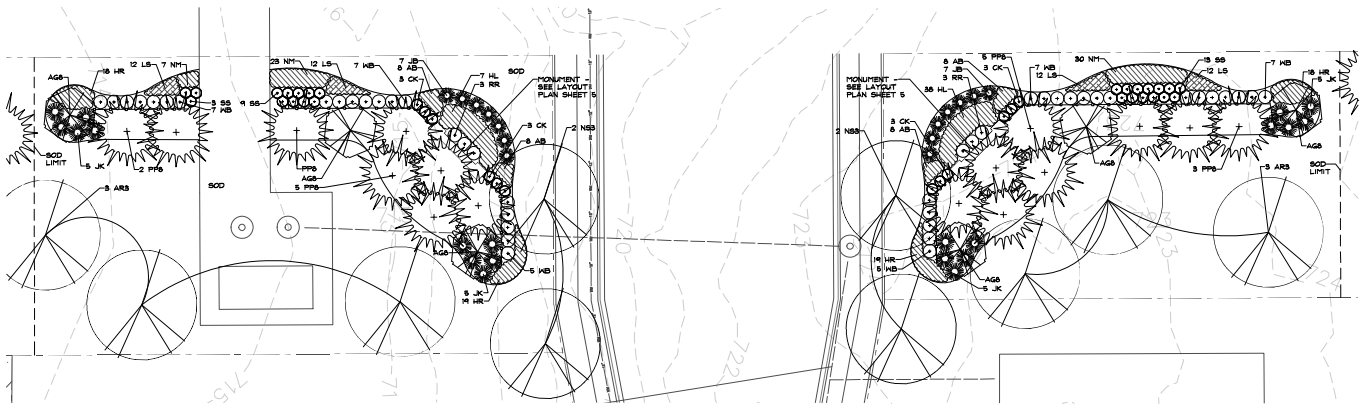


GRWA
GARY L. WESSER ASSOCIATES, INC.
 LAND PLANNING
 ARCHITECTURAL SERVICES
 485 WEST 10TH STREET
 SUITE 200
 DENVER, CO 80202

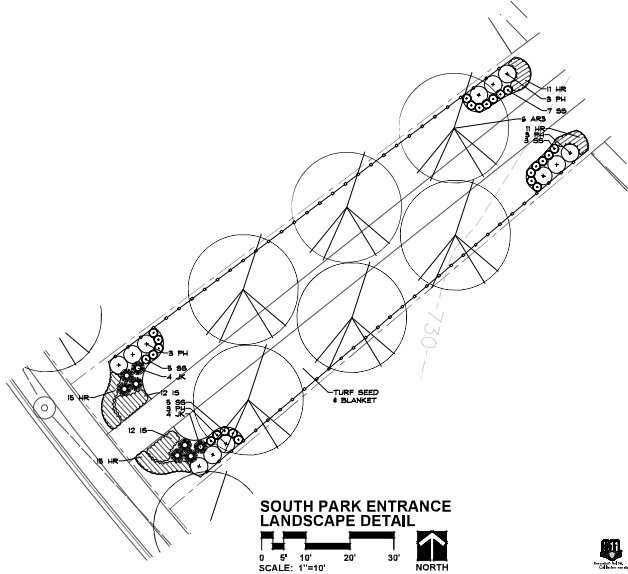
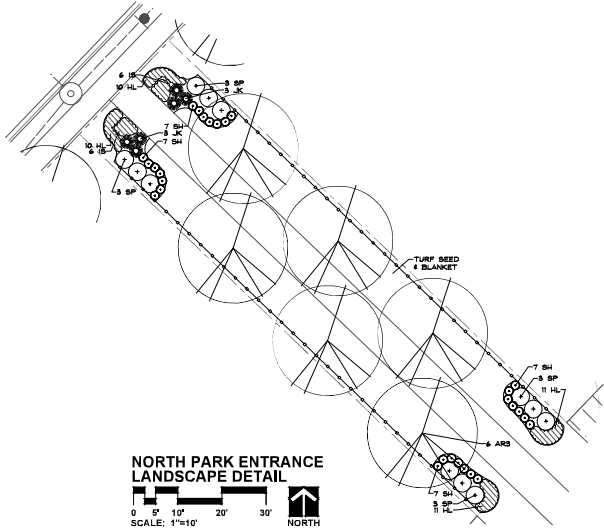
LENAR
 1425 N. STREET
 SUITE 3
 8672 W. BELLEVUE BLVD.
 SUITE 100
 DENVER, CO 80231

IRON GATE
 VALPARAISO, INDIANA
LANDSCAPE PLAN

DATE: 12-18-2011
 PROJECT NO.: 110125
 DRAWN BY: JG
 CHECKED BY: JG
 SHEET NO.: 4 OF 11



ENTRANCE LANDSCAPE DETAIL
SCALE: 1"=10'
NORTH



GRWA
GARY L. WESSER
ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
145 WEST UNIVERSITY BLVD.
INDIANAPOLIS, INDIANA 46204
PHONE: 317.634.8977

LENNAR
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SUITE 300
INDIANAPOLIS, INDIANA 46202
PHONE: 317.634.8977

MACKE CONSULTANTS, LLC
1111 N. W. 10TH AVE.
SUITE 100
INDIANAPOLIS, INDIANA 46202
PHONE: 317.634.8977

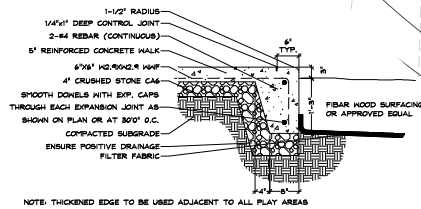
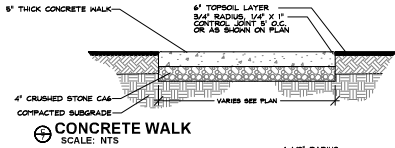
IRON GATE
VALPARAISO, INDIANA

LANDSCAPE DETAILS

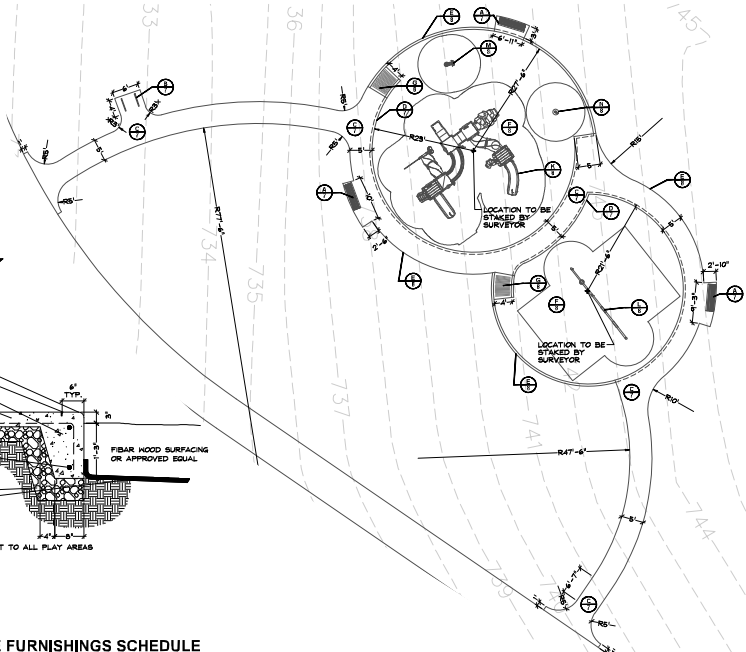
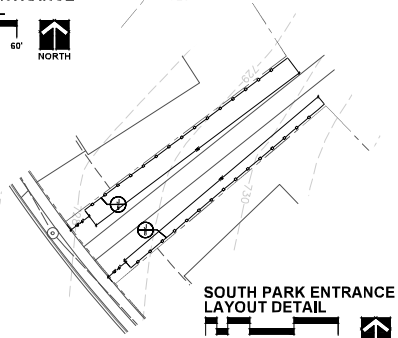
REVISIONS

DATE	12-18-2011
PROJECT NO.	141012
DRAWN BY	ML
CHECKED BY	ML
SHEET NO.	018

5 OF 11



NORTH PARK ENTRANCE LAYOUT DETAIL



SITE FURNISHINGS SCHEDULE

ITEM	MANUFACTURER	MODEL	QUANTITY	COMMENTS
⊕ BENCH	ULTRA SITE	HILMINGTON W/ BACK	3	COLOR: BLACK
⊕ BIKE RACK	ULTRA SITE	HORIZONS	2	COLOR: BLACK
⊕ CONCRETE WALK (PLAY LOT ONLY)			1,437 S.F.	
⊕ THICKENED EDGE			190 L.F.	
⊕ CONCRETE CURB			115 L.F.	
⊕ ENGINEERED WOOD FIBER SURFACING			3,175 S.F.	
⊕ CONCRETE RAMP			2	
⊕ DECORATIVE FENCE (ENTRANCE FEATURES)	AMERISTAR	MONTAGE PLUS	164 L.F.	STYLE: CLASSIC COLOR: BLACK
⊕ SPLIT RAIL FENCE			460 L.F.	

PLAY LOT APPARATUS SCHEDULE

ITEM	MANUFACTURER	COMMENTS
⊕ 2 - 12 YRS PLAY STRUCTURE	PLAY 4 PARK	HISTERIA COLOR PACKAGE
⊕ SWING SET	PLAY 4 PARK	
⊕ SPRING RIDER	PLAY 4 PARK	
⊕ SPINNER	PLAY 4 PARK	

GRWA
GARY L. WESSER ASSOCIATES, INC.
LEAD PLANNING
ARCHITECTURAL CONSULTING
LANDSCAPE ARCHITECTURE
405 WEST FRONT STREET
INDIANAPOLIS, INDIANA 46204
PHONE: 317.633.8777

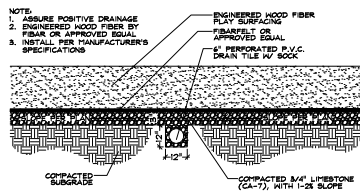
LENNAR
176 EAST STREET
SUITE 110
BETHLEHEM, INDIANA 46013
ARCHITECT
MACHE CONSULTANTS, LLC
317.633.8777
SUITE 110
BETHLEHEM, INDIANA 46013

IRON GATE
VALPARAISO, INDIANA

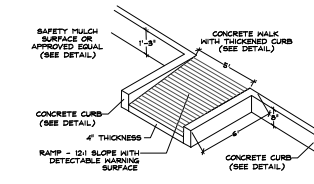
PARK AMENITY LAYOUT DETAILS

REVISIONS

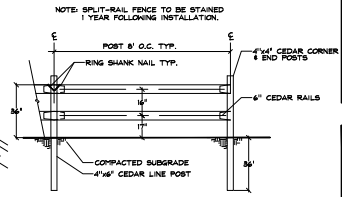
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PROJECT NO.: UN2011
DRAWN: MC
CHECKED: JFL
SHEET NO.:
7 OF 11



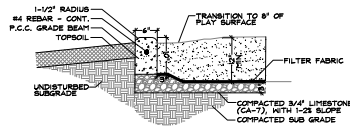
⊕ ENGINEERED WOOD FIBER SURFACING
SCALE: NTS



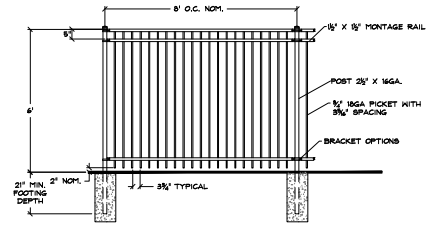
⊕ CONCRETE RAMP
SCALE: NTS



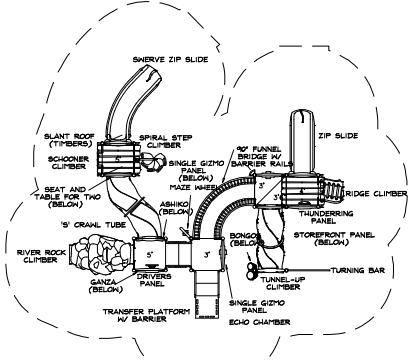
⊕ SPLIT RAIL FENCE
SCALE: NTS



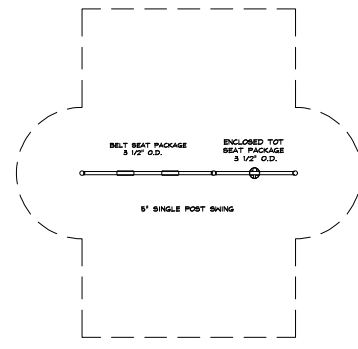
⊕ CONCRETE CURB
SCALE: NTS



⊕ 4' DECORATIVE FENCE
SCALE: NTS



⊕ 2-12 YEARS PLAY STRUCTURE
SCALE: NTS



⊕ SWING SET
SCALE: NTS



⊕ SPRING RIDER
SCALE: NTS



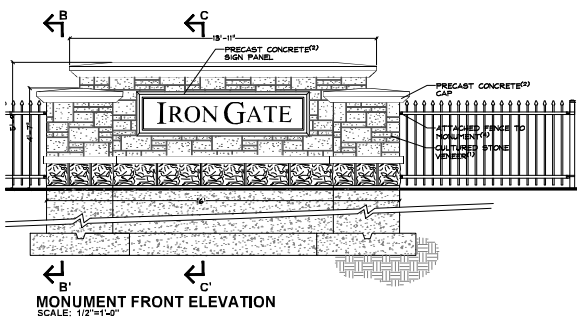
⊕ SPINNER
SCALE: NTS

GRWA
GARY L. WESSER
ASSOCIATES, INC.
LAND PLANNING
ARCHITECTURE
INTERIOR ARCHITECTURE
SCULPTURE
RECREATION

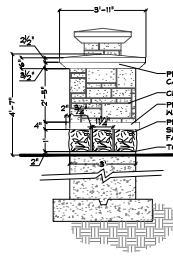
LENNAR
1745 LEHIGH STREET
DARTMOUTH, MA 01929
ARCHITECTS
ARCHITECTS CONSULTANTS, LLC
300 W. BROAD STREET
SARASOTA, FL 34236

IRON GATE
VALPARAISO, INDIANA
PARK AMENITY DETAILS

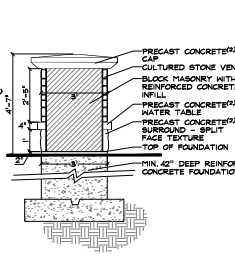
REVISIONS
DATE: 12/8/2011
PROJECT NO.: UN2121
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CHECKED: JFL
SHEET NO.:
8 OF 11



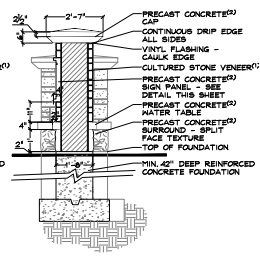
MONUMENT FRONT ELEVATION
SCALE: 1/2"=1'-0"



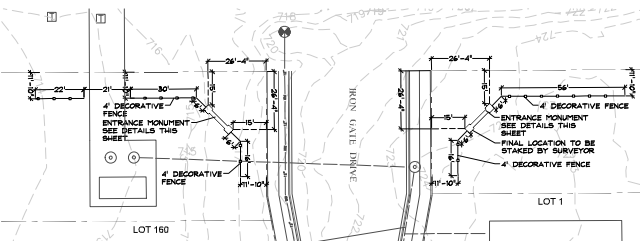
ELEVATION A



SECTION B-B'



SECTION C-C'



MONUMENT LAYOUT PLAN
SCALE: 1"=20'

- (1) CULTURED STONE VENEER, BORAL
- (2) PRE-CAST CONCRETE COLOR: NATURAL SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (3) SIGN LETTERING FONT: GOUDY OLD STYLE PAINTED BLACK
- (4) ALTERNATIVE FENCE MATERIAL: BLACK COLOR @ HEIGHT 4' x 8' PANEL LENGTH
- (5) LANDSCAPE ARCHITECT TO PROVIDE GRAPHIC UPON REQUEST.



SIGN PANEL DETAILS
SCALE: 1"=1'-0"

ENTRANCE MONUMENT SPECIFICATIONS

- 1.0 DESCRIPTION OF WORK
 - A. The work consists of all labor, materials, work and equipment necessary and required to construct, install, finish and foundation as shown on drawings or specified herein, including but not limited to:
 1. Submittal of color and material samples
 2. Submittal of shop drawings
 3. Submittal of construction schedule
 4. Verification of existing conditions and underground utilities
 5. Secure and clear for all permits, fees, transactions and schedule all inspections related to work, including ALLSTATE issues.
 6. Carry out all applicable codes
- 2.0 QUALITY ASSURANCE
 - A. Construction shall conform to Building Code Requirements for Engineered Brick Masonry, BIA, latest edition.
 - B. All brick and stone shall be frost architectural grade free of cracks, chips, defects, etc.
 - C. Installation shall be for a temporary condition and regularly maintained in the installation of permanent masonry.
 - D. All masonry shall be laid in the temperature in accordance with the manufacturer's instructions, unless otherwise specified. The masonry shall be laid in the temperature in accordance with the manufacturer's instructions, unless otherwise specified. The masonry shall be laid in the temperature in accordance with the manufacturer's instructions, unless otherwise specified.
 - E. All corners of monuments and signs are to be sealed by engineer and certified by the contractor.
- 3.0 JOB CONDITIONS
 - A. Excavate and evaluate grades, and soils. Provide all testing and verify soils structural integrity. Observe the conditions under which soils to be performed and verify the nature of underlying conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
 - B. Utilities: Verify underground utility location maps and plans. Notify ALLSTATE, demonstrate an awareness of utility locations and verify appearance of facility for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
 - C. All corners and joints must be cleaned at the end of each working day.
 - D. All OSHA requirements for safety must be adhered to at all times.

- 4.0 GUARANTEES
 - A. Guarantee minimum 1 year from final acceptance on masonry and masonry.
 - B. Where reference has been made to the contractor not meeting the specified design criteria, or workmanship, it shall be the responsibility of the subcontractor in agreement with the owner, holding subcontractor of related activities which are essential to its program, or such as back-time for materials.
- 5.0 SUBMITTALS
 - A. Construction Schedule: After award of the Contract, the Contractor shall prepare and submit to the owner an approved construction schedule in accordance with the program schedule for the work, holding subcontractor of related activities which are essential to its program, or such as back-time for materials.
 - B. Product Samples: Submit samples of stone, architectural enamel, mortars and sealants, color, texture, size, and dimensional finish for the owner's design performance review prior to delivery to site.
 - C. Product Data: Submit product data for stone, masonry, architectural pre-cast, mortars and joint sealants, seal, the light fixtures, and accessories finish.
 - D. Provide certificate of insurance for the owner's requirements.
 - E. Provide names and contact information for any subcontractors and suppliers.
 - F. Shop Drawings
 1. Prepare and submit to the Owner's Representative for design performance review complete setting and setting drawings for all masonry units.
 2. Submit one (1) set with following items in detail:
 - a) Stone
 - b) Sealant
 - c) Dimension and number of stone and brick.
 - d) Arrangement of joints and bond.
 3. Show joints as indicated on the contract drawings, unless modification is required for design determined by Owner's Representative prior to presentation of shop drawings.
 4. Establish jointing in accordance with industry standards and practices where not indicated on contract drawings.

- 6.0 PRODUCT DELIVERY, STORAGE, AND HANDLING
 - A. Loading and Off-Hour
 1. Plan carefully for construction, with storage of all customary and reasonable procedures against damage in transit, all loads, and dimensions to be used for the work.
 2. Load and stack brick and cut stone in a sequence mutually agreed upon by the General Contractor and the material supplier.
 - B. Handling and Storage
 1. Handle and stack at site all brick and stone with necessary care in handling to avoid damage or injury.
 2. Stone brick and stone clear of ground on non-sliding side. Hand containing mortar, chemical treatment, or excessive amounts of rain shall not be used.
 3. Cover brick and stone with waterproof, clean canvas, or polyethylene for protection from absorption of relative elements.
- 7.0 INSTALLATION
 - A. Mortar
 1. Prepare white, non-shading masonry cement, conforming to ASTM-C91.
 2. Sand: Clean, sharp, and washed, capable of passing a No. 16 sieve, and in conformance with ASTM-C144, carefully tested and used in setting mortar for color to match masonry for specific mortar, sand, or stone.
 3. Lime Hydrate, conforming to ASTM-C207, Type S.
 4. Water: Clear, non-shading, potable and free of oils, salts, and other harmful elements.
 - B. Foundation
 1. Prepare and submit to the Owner's Representative for design performance review complete setting and setting drawings for all masonry units.
 2. Submit one (1) set with following items in detail:
 - a) Stone
 - b) Sealant
 - c) Dimension and number of stone and brick.
 - d) Arrangement of joints and bond.
 3. Show joints as indicated on the contract drawings, unless modification is required for design determined by Owner's Representative prior to presentation of shop drawings.
 4. Establish jointing in accordance with industry standards and practices where not indicated on contract drawings.

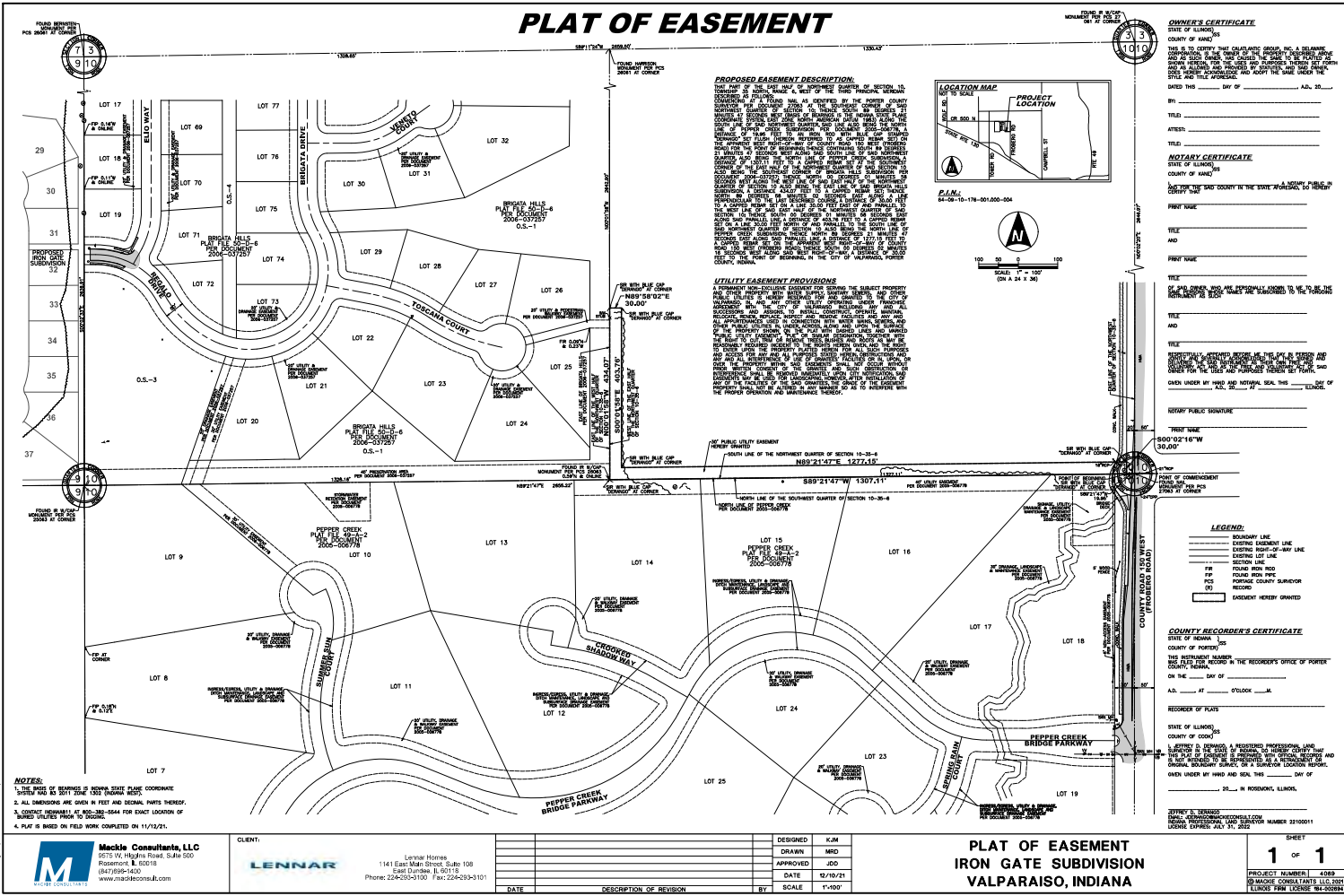
4. Ties across joints in exposed surfaces when thru-mortar ties.
5. Right, left, and facing of all mortar joints shall be consistent and shall not vary more than 1/8".
6. Reveal joints: Keep clean of all mortar and debris.
7. Flashing
 1. Install complete and continuous under stone coping and other projections.
 2. Lay joints in a neat and uniform surface with mortar.
 3. Provide a mortar wash at the base of the cavity, underneath the through-wall flashing.
 4. Cover flashing with mortar.
8. Finishes
 1. Provide full color face stones. Face stones shall extend into the corner face and hold the cavity, 1/8" on top and along the bottom length of the flashing. Cut new flash into slot.
 2. Minimum mortar raise under 1/8" inches e.c., at least 1/8" inches e.c. at joints above mortar.
9. Keep masonry and stone above flashing free of mortar droppings.
10. CLEAN UP AND PROTECTION
 - A. All masonry shall be cleaned with floor brushes, soap powder, and clean water or Owner selected mechanical cleaning process.
 - B. Sand blasting, wire brushes, or acids shall not be used. Operations may be considered if required by the Owner or an Owner authorized representative.
 - C. During work, stone materials and equipment as directed by the owner.
 - D. Protect work and materials from damage due to operations by other trades and trespassers. Protect production during installation.
11. DEFECTS AND ACCEPTANCE
 - A. The Owner and the Owner's Representative reserves the right to inspect materials and workmanship at the site prior to during construction, or at the time of inspection for compliance with these specifications.
 - B. Notify the Owner's representative when completed, for final design performance review.

IRON GATE
VALPARAISO, INDIANA

MONUMENT DETAILS

DATE: 12-18-2011
PROJECT NO.: 110105
DRAWN BY: JG
CHECKED BY: JG
SHEET NO. 9 OF 11

PLAT OF EASEMENT



OWNER'S CERTIFICATE
 STATE OF INDIANA
 COUNTY OF WARRICK

I, the undersigned, being the owner of the above described premises, do hereby certify that the facts stated in the foregoing plat are true and correct.

NOTARY CERTIFICATE
 STATE OF INDIANA
 COUNTY OF WARRICK

I, the undersigned, being a Notary Public for the State of Indiana, do hereby certify that the facts stated in the foregoing plat are true and correct.

NOTARY PUBLIC BOUNDARY
 STATE OF INDIANA
 COUNTY OF WARRICK

I, the undersigned, being a Notary Public for the State of Indiana, do hereby certify that the facts stated in the foregoing plat are true and correct.

NOTARY PUBLIC BOUNDARY
 STATE OF INDIANA
 COUNTY OF WARRICK

I, the undersigned, being a Notary Public for the State of Indiana, do hereby certify that the facts stated in the foregoing plat are true and correct.

NOTARY PUBLIC BOUNDARY
 STATE OF INDIANA
 COUNTY OF WARRICK

I, the undersigned, being a Notary Public for the State of Indiana, do hereby certify that the facts stated in the foregoing plat are true and correct.

NOTARY PUBLIC BOUNDARY
 STATE OF INDIANA
 COUNTY OF WARRICK

I, the undersigned, being a Notary Public for the State of Indiana, do hereby certify that the facts stated in the foregoing plat are true and correct.

NOTARY PUBLIC BOUNDARY
 STATE OF INDIANA
 COUNTY OF WARRICK

I, the undersigned, being a Notary Public for the State of Indiana, do hereby certify that the facts stated in the foregoing plat are true and correct.

NOTARY PUBLIC BOUNDARY
 STATE OF INDIANA
 COUNTY OF WARRICK

NOTES:
 1. THE PLAT OF EASEMENT IS BEING FILED IN THE PUBLIC RECORDS OF THE COUNTY OF WARRICK, INDIANA.
 2. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 3. CONVEYANCE INSTRUMENT # 180-385-0644 FOR EXACT LOCATION OF BOUNDARIES PRIOR TO THIS PLAT.
 4. PLAT IS BASED ON FIELD WORK COMPLETED ON 11/15/21.

Mackie Consultants, LLC
 8575 W. Higgins Road, Suite 500
 Rosemead, IL 60018
 (847) 959-1420
 www.mackieconsultants.com

CLIENT:
LENNAR
 Lennar Homes
 1141 East Main Street, Suite 100
 East Durham, IL 60118
 Phone: 224-630-1100 Fax: 224-630-3101

DATE	DESCRIPTION OF REVISION	BY	SCALE
		DESIGNED K.J.W.	
		DRAWN M.C.D.	
		APPROVED J.C.D.	
		DATE 12/10/21	
		SCALE 1"=100'	

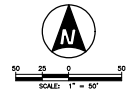
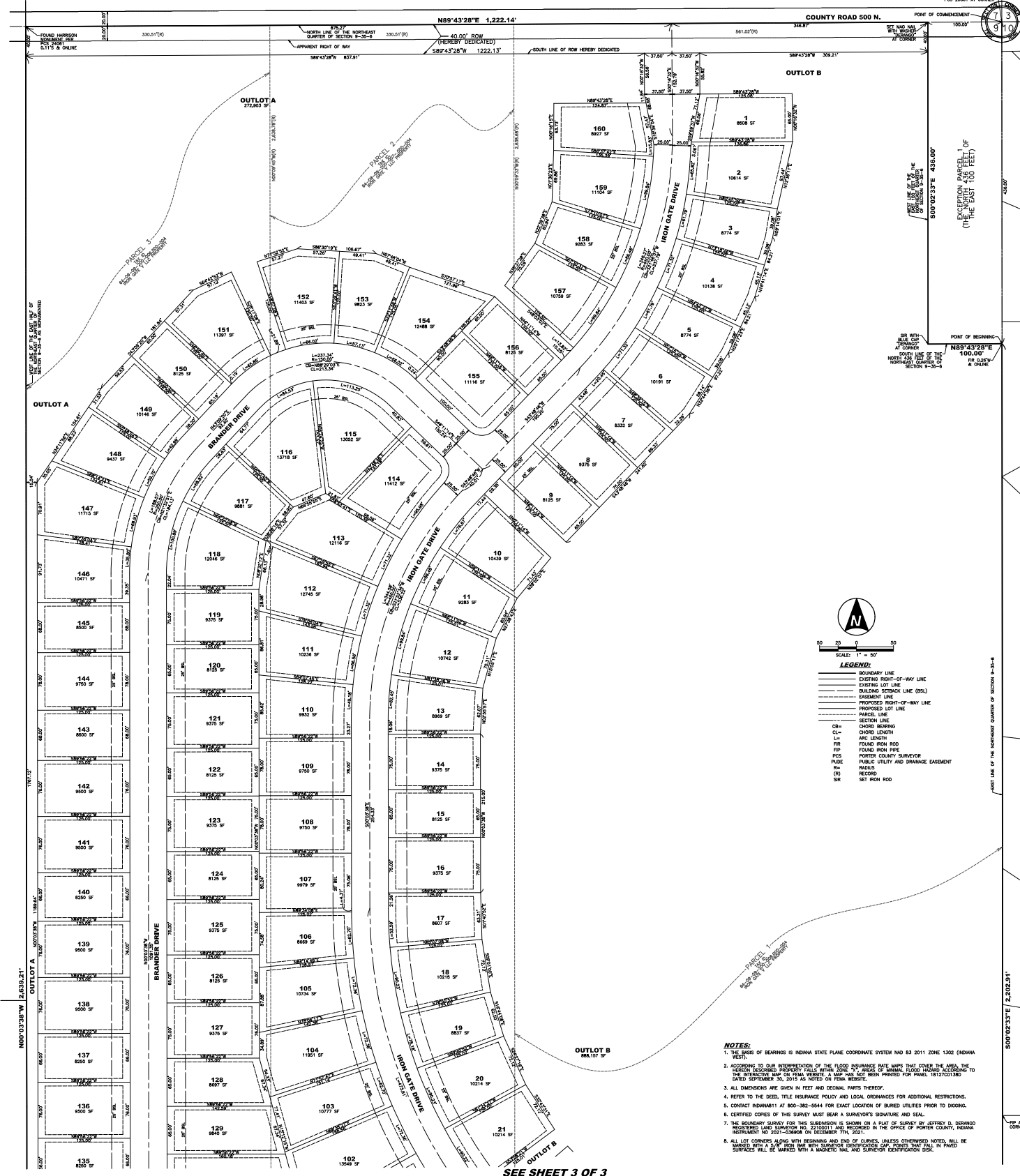
PLAT OF EASEMENT
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

PROJECT NUMBER: 4383
DATE: 12/10/21
SCALE: 1"=100'

SHEET 1 OF 1
 PREPARED BY: MACKIE CONSULTANTS, LLC
 LICENSE NUMBER: 01-0000011
 LICENSE EXPIRES: JULY 31, 2022

IRON GATE SUBDIVISION

FOUR BORNHOFF
PLANS AND PDS
PCS 2007-01
7 3
9 10



- LEGEND:**
- BOUNDARY LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - BRACING SETBACK LINE (BSL)
 - EASEMENT LINE
 - PROPOSED RIGHT-OF-WAY LINE
 - PROPOSED LOT LINE
 - PARCEL LINE
- SECTION LINE**
- CB= CHORD BEARING
 - CL= CHORD LENGTH
 - AM= ARC LENGTH
 - FR= FOUND IRON ROD
 - FP= FOUND IRON PIPE
 - PCS= PORTER COUNTY SURVEYOR
 - PLUE= PUBLIC UTILITY AND DRAINAGE EASEMENT
 - RA= RADIUS
 - OR= OFFSET
 - SR= SET IRON ROD

- NOTES:**
1. THE BASIS OF BEARINGS IS INDIANA STATE PLANE COORDINATE SYSTEM NAD 83 2011 ZONE 1302 (INDIANA WEST).
 2. ACCORDING TO OUR INTERPRETATION OF THE FLOOD ELEVATION RATE MAPS THAT COVER THE AREA, THE FLOOD ELEVATION RATE MAPS WITHIN THE AREA OF THIS SUBDIVISION ARE AS SHOWN ON THE FLOOD ELEVATION RATE MAP DATED SEPTEMBER 30, 2015 AS NOTED ON FEMA WEBSITE.
 3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 4. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR ADDITIONAL RESTRICTIONS.
 5. CONTACT INDIANA11 AT 800-343-2544 FOR EXACT LOCATION OF BURIED UTILITIES PRIOR TO DIGGING.
 6. CERTIFIED COPIES OF THIS SURVEY MUST BEAR A SURVEYOR'S SIGNATURE AND SEAL.
 7. THE BOUNDARY SURVEY FOR THIS SUBDIVISION IS SHOWN ON A PLAT OF SURVEY BY JEFFREY D. DEBANDU REGISTERED LAND SURVEYOR NO. 21100111 AND RECORDED IN THE OFFICE OF PORTER COUNTY, INDIANA INSTRUMENT NO. 2021-030808 ON DECEMBER 7TH, 2021.
 8. ALL LOT CORNERS ALONG WITH BEGINNING AND END OF CURVES, UNLESS OTHERWISE NOTED, WILL BE MARKED WITH A 5/8" IRON PIPE WITH SURVEYOR IDENTIFICATION CAP. POINTS THAT FALL IN PAVED SURFACES WILL BE MARKED WITH A METRIC NAIL AND SURVEYOR IDENTIFICATION DISK.

Mackie Consultants, LLC
3675 W. Higgins Road, Suite 500
Rosemont, IL 60018
(647)595-4400
www.mackieconsultants.com

CLIENT: Lennar
Lennar Homes
1141 East Main Street, Suite 108
East Dundee, IL 60119
Phone: 224-293-3100 Fax: 224-293-3101

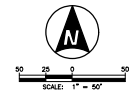
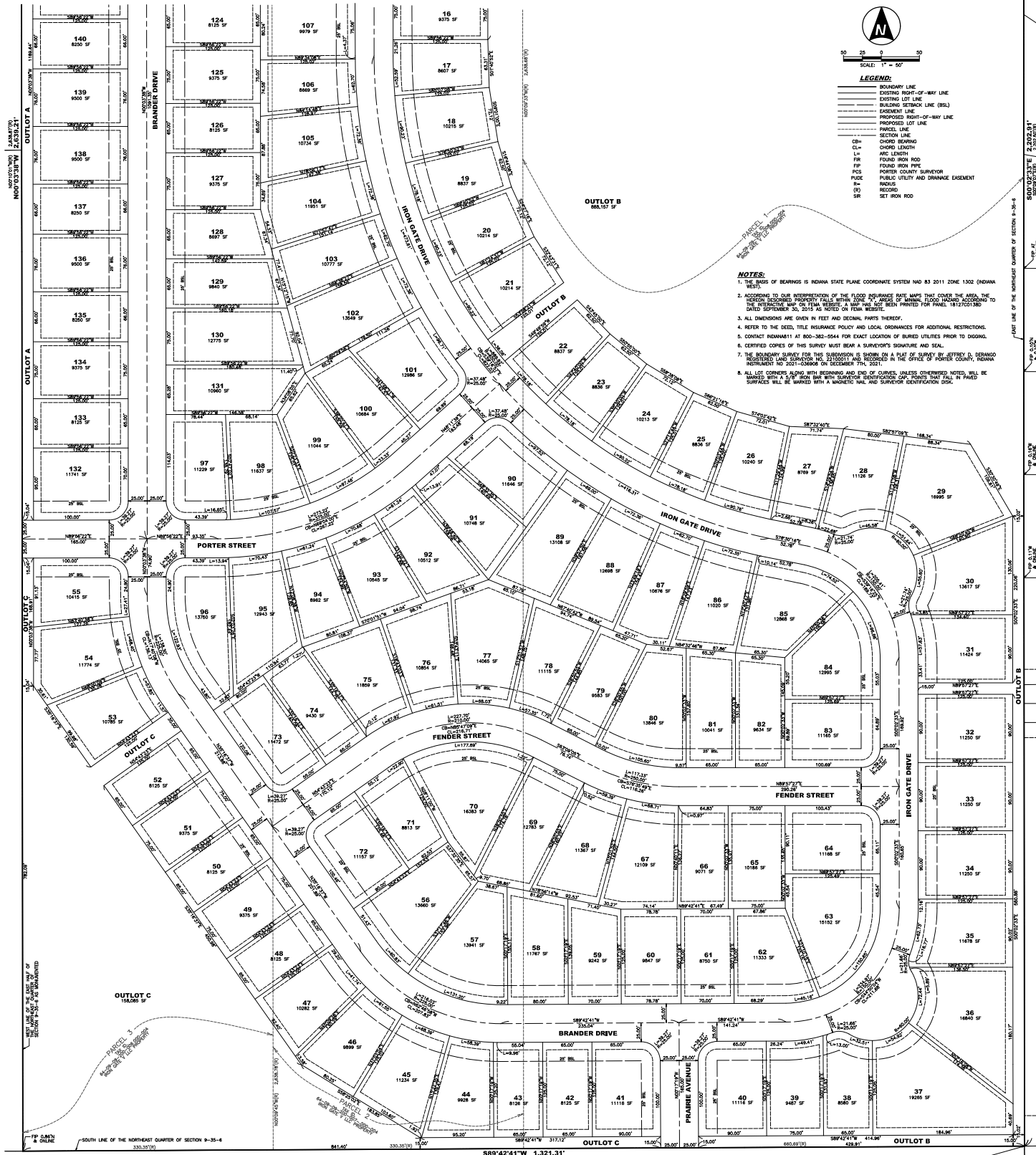
DESIGNED	MTL
DRAWN	MJF
APPROVED	JDD
DATE	12/10/21
SCALE	1"=50'

**PRIMARY PLAT OF
IRON GATE SUBDIVISION
VALPARAISO, INDIANA**

SHEET
2 OF 3
PROJECT NUMBER | 4089
© MACKIE CONSULTANTS, LLC 2021
INDIANA PERM. NO. 2010640066.00

SEE SHEET 2 OF 3

IRON GATE SUBDIVISION



- LEGEND:**
- BOUNDARY LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - BUILDING SETBACK LINE (BSL)
 - EASEMENT LINE
 - PROPOSED RIGHT-OF-WAY LINE
 - PROPOSED LOT LINE
 - PARCEL LINE
 - SECTION LINE
 - CHORD BEARING
 - CHORD LENGTH
 - ARC LENGTH
 - FOUND IRON ROD
 - FOUND IRON PIPE
 - FOUND IRON PIPE
 - PORTER COUNTY SURVEYOR
 - PUBLIC UTILITY AND DRAINAGE EASEMENT
 - RECORD
 - SET IRON ROD

- NOTES:**
1. THE BASIS OF BEARINGS IS INDIANA STATE PLANE COORDINATE SYSTEM NAD 83 2011 ZONE (INDIANA WEST).
 2. ACCORDING TO OUR INTERPRETATION OF THE FLOOD HAZARD MAPS THAT COVER THE AREA, THE AREAS DESIGNATED AS FLOOD HAZARD ARE AREAS OF EXCESSIVE FLOOD HAZARD ACCORDING TO THE INTERPRETIVE MAP ON FEMA REGIONAL MAPS WHICH IS PROVIDED FOR FLOOD 1517(2)18B DATED SEPTEMBER 30, 2015 AS NOTED ON FEMA WEBSITE.
 3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 4. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR ADDITIONAL RESTRICTIONS.
 5. CONTACT INDIANAL11 AT 800-382-5544 FOR EXACT LOCATION OF BURIED UTILITIES PRIOR TO DIGGING.
 6. CERTIFIED COPIES OF THIS SURVEY MUST BEAR A SURVEYOR'S SIGNATURE AND SEAL.
 7. THE BOUNDARY SURVEY FOR THIS SUBDIVISION IS SHOWN ON A PLAT OF SURVEY BY JEFFREY D. BERGHOFF REGISTERED LAND SURVEYOR NO. 210011 AND RECORDED IN THE OFFICE OF PORTER COUNTY, INDIANA REGISTRATION NO. 2021-03-08-0000 ON DECEMBER 7TH, 2021.
 8. ALL LOT CORNERS ALONG WITH BEARING AND END OF CURVES, UNLESS OTHERWISE NOTED, WILL BE MARKED WITH A 3/8" IRON BAR WITH SURVEYOR IDENTIFICATION CAP PIPES THAT FALL IN PAVED SURFACES WILL BE MARKED WITH A METRIC NAIL AND SURVEYOR IDENTIFICATION DISC.

SECTION 9-35-6
 S89°42'41"W 1,321.31'
 S89°35'41"W 1,321.31'

Mackie Consultants, LLC
 3675 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847)955-4100
 www.mackieconsultants.com

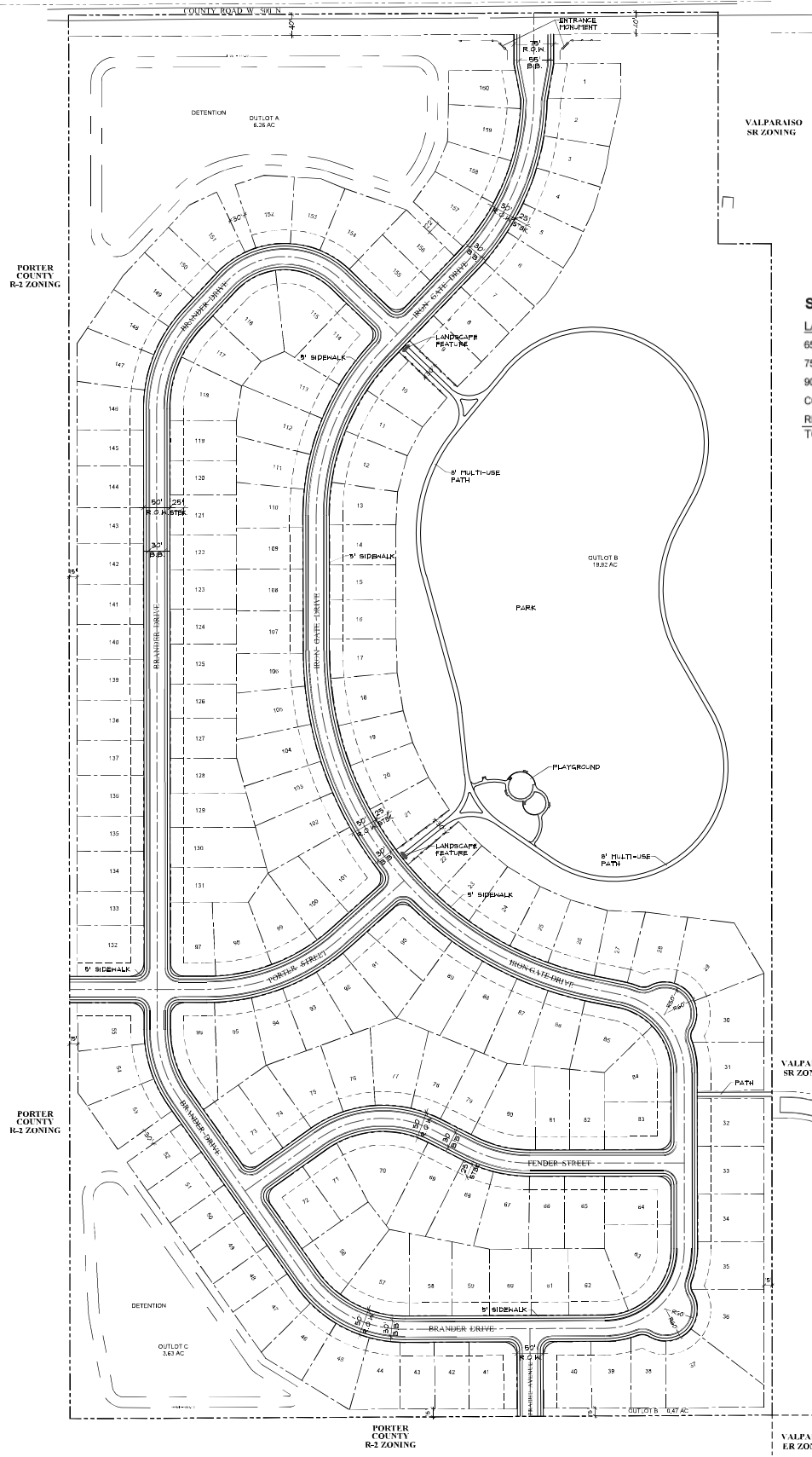
CLIENT:
LENNAR
 Lennar Homes
 1141 East Main Street, Suite 108
 East Dundee, IL 60119
 Phone: 224-293-3100 Fax: 224-293-3101

DESIGNED	MTL	
DRAWN	MJF	
APPROVED	JDD	
DATE	12/10/21	
SCALE	1"=50'	
DATE	DESCRIPTION OF REVISION	BY

**PRIMARY PLAT OF
 IRON GATE SUBDIVISION
 VALPARAISO, INDIANA**

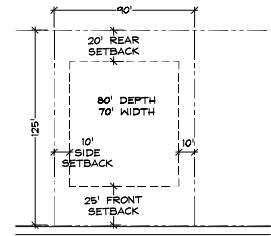
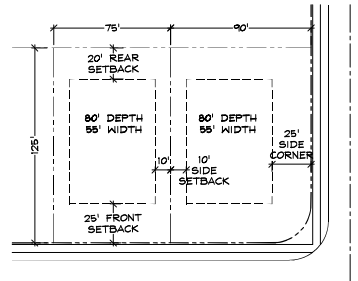
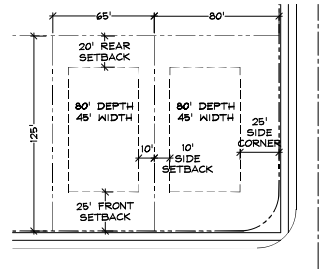
3 OF 3
 PROJECT NUMBER: 4089
 MACKIE CONSULTANTS, LLC 2021
 INDIANA FIRM NO. 201004006603

PORTER COUNTY
R-3 ZONING



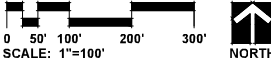
SITE DATA

LAND USE	UNITS	ACRES	PERCENT
65' SINGLE FAMILY LOTS	72	15.97	20.20%
75' SINGLE FAMILY LOTS	80	20.34	25.72%
90' SINGLE FAMILY LOTS	8	2.39	3.02%
COMMON OPEN SPACE / DETENTION		30.28	38.30%
RIGHT-OF-WAY DEDICATION		10.09	12.76%
TOTAL	160	79.07	100.00%



TYPICAL LOT DETAILS
SCALE: 1"=40'

SITE PLAN



IRON GATE
VALPARAISO, INDIANA
SITE PLAN

DATE: 12.03.2014
PROJECT NO.: 142074
DRAWN BY: JAC
CHECKED BY: GRS
SHEET NO.: 1 OF 1

REVISIONS

LENNAR
1411 E MAIN STREET
EAST LAKE, INDIANAPOLIS
THE PROJECT: IRON GATE SITE 13
3371 SHELBY ROAD
MICHIGAN CONSULTANTS, LLC
3371 SHELBY ROAD
FORSYTH, IN 46035

GARY R. WIRER
ASSOCIATES, INC.
LAND PLANNING
BIOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
444 WEST LIBERTY AVENUE
WEST LAKE, INDIANAPOLIS, IN 46035



www.msetinc.com

MIDLAND STANDARD ENGINEERING & TESTING, INC.

410 Nolen Drive, South Elgin, Illinois 60177
(847) 844-1895 f(847) 844-3875

July 1, 2021

Ms. Jessica Cobb

Lennar Corporation

1141 E. Main Street, Suite 108
East Dundee, Illinois 60118

Re: Draft - Soil Exploration and Analysis
79 Acre Parcel - Iron Gate Development
Valparaiso, Indiana
MSET File No. 21376

Dear Ms. Cobb:

Midland Standard Engineering & Testing, Inc. has completed the field exploration and analysis for the above referenced project.

EXECUTIVE SUMMARY

The project site is located on the south side of W500N approximately ¼ mile east of Tower Road in Valparaiso, Indiana. Plans include developing the land for residential construction consisting of approximately 192 single family home sites.

The soil profile encountered generally consists of a thin layer of topsoil at the surface overlying stiff to very hard clayey till. Loose granular deposits largely comprised of sand with interbedded layers of silt and silty sand were noted across the northeast and southwest corner of the site. The granular deposits are generally unsuitable to support the planned residential construction affecting approximately 64 homesites, per the conceptual drawings provided. The following recommendations were provided in this report.

1. Loose sands encountered across the northeast corner of the site (52 lots) should be recompacted below the design footing elevation. Footings would then be constructed on the granular profile designed using a net allowable bearing pressure of 2,000 psf.
2. Loose sands and silts across the southwest corner of the site (12 lots) are unsuitable for foundation support. Ground improvements consisting of aggregate columns or deep foundations consisting of driven piles may be considered for foundation support.

INTRODUCTION

Purpose and Scope

The purpose of this exploration and analysis was to determine the various components of the soil, the engineering characteristics of the foundation materials, and to provide criteria for use by the design engineers and architects in preparing the site and foundation design for the residential structures.

The scope of this exploration included a geological reconnaissance of the site, a review of available soil information, subsurface exploration, soil testing, and an engineering analysis and evaluation of the materials encountered.

General

The exploration and analysis of the foundation and subsurface conditions reported herein are considered in sufficient detail and scope to form a reasonable basis for design. This report has been prepared for the exclusive use and specific application to the proposed project.

The recommendations submitted are based on the available soil information, standard residential construction, and available site location information. Any revision in the plans for the proposed structures from those enumerated in this report should be brought to the attention of the Soils Engineer to determine if changes in the recommendations are required. Any deviations from the noted subsurface conditions that are encountered during construction should also be brought to the attention of the Soil Engineer.

The Soils Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology. No other warranties are implied or expressed.

PROJECT LOCATION AND DESCRIPTION

Project Location and Description

The project site is located on the south side of W500N approximately ¼ mile east of Tower Road in Valparaiso, Indiana. Plans include developing the land for residential construction consisting of approximately 192 single family home sites.

The topography of the site generally slopes from the southeast corner (elevation 734-736±) down to the northwest corner (elevation 710-717±). Larger hills, possibly dunes, are located in the northeast and southwest corner of the site and sit at higher elevations of 748-753±.

Soil Conservation Survey

Available soil mapping of the project site indicates that the predominant soil types include the Blount Silt Loam (BaA) and the Ozuakee Silt Loam (OzaB2). These soils are generally comprised of a thin layer of loess or other silty material overlying clayey till. Towards the northeast and southwest corners of the site, Tracy Sandy Loam (TcB, TcC, TcD) and Chelsea Fine Sand (ChC) are present. These soils are generally comprised of sandy outwash and fine wind-blown sands.

FIELD EXPLORATION

General

Our exploration program consisted of making twenty-nine (29) structure borings to depths of fifteen (15) to thirty (30) feet below the ground surface, labeled B-1 through B-27 and B-101 and B-102. An MSET field crew staked the boring locations at the site. Ground surface elevations were measured in the field using a Trimble® Catalyst GNSS receiver.

Drilling Equipment

The soil borings were drilled using a track mounted Geoprobe® 7822DT and truck mounted Geoprobe® 3100GT drill rig equipped with a rotary head. Hollow stem augers were used to advance the boreholes.

Sampling and Standard Penetration Test Procedures

Representative samples were obtained by the use of split-spoon sampling procedures in accordance with A.S.T.M. Procedure D-1586.

During the split-spoon sampling procedures, a standard penetration test was performed in accordance with current A.S.T.M. D-1586 Procedures. At sampling intervals, advancement of the boring was stopped and all loose material removed from the borehole. The sampler was then lowered into the hole and seated in undisturbed soil by pushing or tapping, taking suitable precautions that the rods were reasonably tight. The sampling spoon was then advanced by driving with an automatic drop hammer. During the sampling procedure, the standard penetration value (N) of the soil was determined. The standard penetration value (N) is defined as the number of blows of a one hundred-forty pound (140 lb) hammer required to advance the spoon sampler one foot (12") into the soil.

The results of the standard penetration tests indicate the relative density and comparative consistency of the soils and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The results of standard penetration tests can be found on the boring logs, which are attached.

Strength Tests

A calibrated hand penetrometer was used to aid in determining the strength and consistency of cohesive soil samples (Qp) in the field. Split-spoon samples were subjected to unconfined compressive strength testing (Qu) by the RIMAC Method. Consideration must be given to the manner in which the values of the unconfined compressive strength were obtained. Split-spoon sampling techniques provide a representative, but somewhat disturbed soil sample.

Water Level Measurements

Water level observations were made during and after the boring operations and are noted on the boring logs presented herewith. In relatively pervious soils, such a sandy soils, the indicated elevations are considered reliable groundwater levels. In relatively impervious soils, the accurate determination of the groundwater elevation may not be possible, even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table and volumes of water will depend on the permeability of the soils.

LABORATORY TESTING

Scope

A supplemental laboratory-testing program was conducted to ascertain additional pertinent engineering characteristics of the foundation materials necessary in analyzing the behavior of the proposed construction. The soils laboratory work was performed in accordance with applicable ASTM standards. The laboratory-testing program included supplementary visual classification, unconfined compressive strength on cohesive samples and moisture contents on all samples. The results of laboratory testing are reported on the boring logs that are attached.

SUBSURFACE CONDITIONS

Topsoil Conditions

Topsoil measurements were made at each boring location and are listed on the attached Boring Logs and Geotechnical Summary. TOPSOIL encountered at the boring locations consist of dark brown and black CLAY extending to depths of 0 to 14 inches (average 8 inches).

In most cases the bottom of the topsoil layer is a very gradual transition into the underlying soils. This change in layers can be even more difficult to distinguish in farm fields where season surface plowing takes place. **It is strongly recommended that mass earthwork contractors perform additional test pits or borings to accurately estimate topsoil quantities for bid purposes.**

Soil Profile

Below the upper topsoil layer, the natural profile encountered brown over grey Lean CLAY with Sand (CL). The clay till was stiff to very hard in consistency with unconfined compressive strengths (Qu) of 1.44 to 10.51 tons per square foot and moisture contents of 13 to 25 percent.

Borings B-6, B-7, B-10, B-11, B-14, B-15 and B-19, located across the northeast corner of the site, encountered granular profile soils comprised of layers of brown SAND with Silt (SP-SM) to Silty SAND (SM). The granular soils were very loose to medium dense with standard penetration values (N) of 1 to 14 blows per foot and moisture contents of 3 to 26 percent. Deeper borings B-101 and B-102 encountered medium dense SAND (SP) to Silty SAND (SM) at a depth of 38 feet with standard penetration values (N) of 21 to 22 blows per foot.

Borings B-20 and B-24, located at the southwest corner of site, encountered a thin layer of clay near to surface to a depth of 2 to 3-1/2 feet overlying granular profile soils consisting of brown SAND with Silt (SP-SM) to Silty SAND (SM) with interbedded layers of SILT and Sandy SILT (ML). The granular profile was very loose to slightly dense with standard penetration values (N) of 0 to 8 blows per foot and moisture contents of 10 to 41 percent. Details of the soil conditions at each boring location are presented on the attached Boring Logs.

Groundwater Conditions

Groundwater measurements were made during and immediately after the drilling operations. Groundwater was encountered at the following borings at the depths below:

<u>Boring No.</u>	<u>GW During Drilling Depth (Elevation)</u>	<u>GW After Drilling Depth (Elevation)</u>	<u>Cave-In Depth</u>
B-1	None	Dry	
B-2	None	Dry	
B-3	None	12.0' (719.3)	12.1'
B-4	None	Dry	
B-5	None	Dry	
B-6	11.0' (709.4)	Dry	12.3'
B-7	None	Dry	
B-8	3.0' (710.0)	Dry	11.0'
B-9	None	Dry	
B-10	None	Dry	
B-11	None	Dry	
B-12	None	Dry	
B-13	None	Dry	
B-14	None	Dry	
B-15	None	Dry	
B-16	None	Dry	
B-17	None	Dry	
B-18	None	Dry	
B-19	None	Dry	
B-20	11.0' (711.7)	16.5' (706.2)	16.9'
B-21	None	Dry	
B-22	None	Dry	
B-23	None	Dry	
B-24	None	Dry	
B-25	None	Dry	
B-26	None	Dry	
B-27	None	Dry	
B-101	23.5' (713.5)	Dry	16.6'
B-102	43.5' (709.5)	Dry	27.2'

Groundwater was generally not encountered at the boring locations during or immediately after drilling was complete. At borings B-6, B-8, B-20, B-101 and B-102, groundwater was encountered in the granular profile at a depth of 3.0 to 43.5 feet below existing grade at an elevation of 709.4 to 713.5 (average elevation 711±). Details of the groundwater conditions encountered at each boring location are presented on the attached Boring Logs and Geotechnical Summary.

SITE PREPARATION DISCUSSION

Existing Field Drain Tiles

Existing field drains can be expected and may cause considerable problems during construction. It is recommended that a field drain tile survey be acquired prior to the start of mass grading to help identify problem areas. A comprehensive plan to maintain site drainage during development is recommended. All subsurface drains encountered during work should be connected to the permanent storm drainage system as soon as practical to prevent saturation of subgrade soils and pavement base courses.

General Subgrade Preparation

The overall preparation of the site will include the following major steps: stripping of the surface vegetation and topsoil layer, inspection of the exposed subgrade, treatment and undercut of soft unstable material, place and compaction of lifts of Structural/Embankment FILL to grade, installation of site utilities, subgrade prep and paving site roadways, excavation of building foundations, construction of structure, landscaping and final surface course pavements.

After removal of surface vegetation and topsoil layer, subgrade grade preparation can begin. The exposed grade should be roughly leveled and compacted. Once compacted, the grade should be proof rolled and examined for soft, loose or unstable areas. Proof rolling should be done with a loaded semi-dump truck, rubber tired end loader or similar equipment with a wheel load sufficient to locate any soft or unstable areas. Any localized areas of unstable or otherwise unsuitable materials that are not stabilized with compaction should be removed to the depth encountered or treated with a stabilizing layer on which FILL or base course can be constructed.

Subgrade Stability

Subgrade soils encountered directly below the topsoil include stiff to hard clays suitable for fill placement. Loose sand and silt are noted through the northeast and southwest corners of the site and are discussed later in this report.

Structural/Embankment Fill

Material used as FILL during mass grading should be a cohesive (clay type) material, classified as 'CL' or 'CL-ML', or granular materials such as 'SP', 'SW', 'GP', 'GW', 'SC' or 'GC' in accordance with ASTM D-2487, Classification of Soils for Engineering Purposes.

Structural FILL is utilized in the building pad areas and should be placed in 9-inch maximum lifts loose measure and compacted to 95 percent of the maximum dry density as defined by ASTM D-1557 (Modified Proctor).

Embankment FILL is utilized beneath the pavement materials, concrete curb and gutter and sidewalk areas. Embankment FILL should be placed in 9-inch maximum lifts loose measure and compacted to 95 percent of the maximum dry density as defined by ASTM D-698 (Standard Proctor).

Borrow Materials

Borrow materials are primarily anticipated to come from cut areas. Borrow soils are anticipated to be wet, with moisture contents several percent over optimum required for compaction. Drying of the materials may be required in order to achieve the desired compaction.

ROADWAY DISCUSSION

Pavement Design Parameters

The pavement design should consider the strength of the subgrade soil, the number or frequency of vehicles and their axle load, the increase of traffic over the design life of pavement and the strength and thickness of various pavement section materials. The AASHTO Design Method is commonly used to determine pavement section thickness. The results of these designs are subject to minimum standards provided by the local plan review agency.

Materials used for the pavement section should be in accordance with current Indiana Department of Transportation (INDOT) and local requirements. A design bearing ratio, **CBR of 3.0**, is appropriate for pavement section analysis for the subgrade soils prepared as recommended in this report.

Subgrade Preparation

All completed pavement subgrades should be proof rolled and inspected after being exposed to construction traffic and just prior to base course placement. Soft unstable subgrade areas should be addressed using the following treatment method.

1. Drying the Subgrade Soil – This method would include disking the subgrade soils and allowing it to dry. After drying, the subgrade soils would be compacted and regraded. This method can be effective if done during warmer months and the weather forecasts indicate dry weather for extended periods of time.
2. Remove and Replace – This method would include removing the unstable soil and replacing with stabilizing stone such as an open graded crushed stone, 3-inch max size or as approved by the engineer. Treatment depths are determined in the field by the soils engineer based on the Immediate Bearing Value (IBV) of the soil at the time of inspection. Geotechnical fabric is considered for softer subgrades, particularly when lower strengths ($Q_u < 1.0$ tsf, $IBV < 3$) and higher moisture contents are encountered for additional stability and to provide a moisture barrier to prevent contamination of the granular fills. This method is appropriate when isolated areas of unstable soils are encountered, less than 40 percent of the alignment.
3. Chemical Stabilization – This method would consist of using a chemical stabilizer such as a Portland Cement or Lime Kiln Dust (LKD) product to increase the strength and stability of the alignment. The process would include spreading the chemical stabilizer at a design application rate across the subgrade. A reclaimer would then be used to mix the subgrade. Water would be added when required for mixing. The subgrade would then be compacted with a padfoot roller and graded with a motor grader. This method has been found to be effective and economical when a large amount of the alignment requires treatment.

Due to the soil profile encountered at the boring locations, some detrimental effects from repeated construction traffic should be expected particularly if weather conditions are not warm and dry.

FOUNDATION RECOMMENDATIONS

Building Considerations

Construction is anticipated to include single family homes and will include a combination of slab on grade, basement and crawl space construction. At the time of this exploration site grading plans were not available and top of foundation (T/F) elevations are unknown.

Footings Recommendations

Materials encountered at the boring locations are suitable to support the proposed residential structures on conventional wall and spread column footings supported on properly prepared Structural FILL and natural profile soils. A net allowable soil bearing pressure of **2,000 and 3,000 pounds per square foot** may be used to dimension continuous and spread footings founded at the recommended depths, provided on the attached Geotechnical Summary.

Exterior footings should be located at a minimum depth of 3-1/2 feet below final exterior grade to eliminate the effects of frost action and alleviate the effects of seasonal moisture variation on foundation system behavior.

A minimum continuous footing width of 16 inches and minimum spread footing width of 24 inches should be maintained. The footings can be constructed on a properly prepared Granular Structural FILL or approved natural bearing material. If unsuitable bearing materials are encountered at or near the design footing elevation, the footing can be constructed by "stepping" down to suitable bearing material or by constructing the footing at the design elevation on compacted Granular Structural FILL.

The footing excavations should be free of standing water, soft and loose materials, and inspected prior to concrete placement. All footings should be backfilled in a timely manner to prevent accumulation of water and debris in the excavation. Footings founded in the properly prepared, approved profile soils and dimensioned using the suggested bearing pressures at the recommended foundation depths will undergo negligible settlement.

Granular Structural FILL

Materials utilized, as Granular Structural Fill should be a crushed stone or concrete product. Well-graded materials should be placed in lifts not to exceed nine (9) inches loose measure and compacted to a minimum 95% of maximum dry density as defined by ASTM D1557. Open graded materials shall be placed in lifts not to exceed twelve (12) inches loose measure and compacted to the satisfaction of the geotechnical engineer.

Basement Considerations

Prior to placing backfill, basement walls should be coated with a damp proofing or water proofing material, where appropriate. A perforated drainpipe should be provided at the base of each perimeter basement wall to remove the accumulation of groundwater. The perforated drain should be surrounded with a properly graded, granular filter layer and directed to a sump equipped with a discharge pump.

Foundation Remediation

Borings B-6, B-7, B-10, B-11, B-14, B-15, B-19, B-101 and B-102 are located across the northeast corner of the site spanning approximately **52 lots**. The soil profile consists of brown SAND with Silt (SP-SM) to Silty SAND (SM) noted for the entire boring depths of 15 to 45 feet below existing ground surface elevation. Granular deposits are generally very loose to slightly dense (N=1-14 bpf). The granular deposits generally become denser with depth. Surficial soil mapping indicates these soils are comprised of loamy outwash. Anticipated remediation across these lots include:

1. Recompaction of the loose soils below the design footing elevation.
- (and)**
2. Design footings using a reduced net allowable bearing pressure of 2,000 psf.

Borings B-20 and B-24 are located across the southwest corner of the site spanning approximately **12 lots**. The soil profile consists of brown Sandy Lean CLAY (CL) to a depth of 2 to 3-1/2 feet overlying very loose to slightly dense Silty SAND (SM) to SAND with Silt (SP-SM) and interbedded layers of SILT to Sandy SILT (ML). Granular deposits are generally slightly dense (N=4-8bpf) in the upper 10 feet becoming very loose (N=0-3 bpf) to depths exceeding 30 feet. Surficial soil mapping indicates these soils are consistent with wind-blown deposits. Anticipated remediation across these lots:

1. Implement a Ground Improvement program utilizing Rammed Aggregate Pier/Vibro Stone Columns.
- (or)**
2. Support structures on a Deep Foundation System such as driven piles through the loose sands and into the underlying bearing soils.

In general, the borings performed at the site are not sufficient to design a ground improvement or deep foundation program. Additional borings may be necessary through this area to extend into suitable bearing materials.

Ground Improvement

Ground improvements comprised of Rammed Aggregate Piers/Vibro Stone Columns may be considered to support the planned structures across the loose sands and silts located across the southwest corner of the site. The aggregate columns are a displaced vertical shaft, backfilled with aggregate that is vibro-compacted in lifts to create outward pressure and consolidation of the adjacent weak soil. The ground improvement program is designed by a specialty geotechnical contractor considering the design building loads and settlement criteria. A conventional foundation system utilizing continuous wall and spread column footings would then be designed across the piers. The floor slab would be supported across the piers utilizing a load transfer pad in order to span the load from pier to pier.

Deep Foundation

A deep foundation system comprised of Driven Piles may be considered to support the planned structures through the upper soil profile and into the suitable bearing soils. The foundation system should be designed by a licensed Structural Engineer, who would determine the necessary spacing of the driven piles along a reinforced foundation wall or grade beam. The actual length of the piles would be determined in the field based on measured resistance as the pile is advanced.

GENERAL NOTES

Utility Installation and Excavation Safety

Shallow depth excavations into the silty profile soils will not stay vertical for any period of time. Please note that OSHA requirements dictate the use of sloping back or shoring and bracing of the excavation during construction. All work should be done in accordance with OSHA and local requirements.

Unsuitable materials exposed at design invert elevation should be undercut and replaced with select granular Structural FILL material. The material should be placed and compacted as described in Utility Trench Backfill.

Utility Trench Backfill

The trenches for all sewer and water pipes should be backfilled in accordance with the requirements of the project specifications. First, the pipes should be bedded in the specified bedding material. All trenches within the building and pavement areas should be backfilled and compacted to a minimum 95% of the maximum dry density as defined by ASTM D-1557. Outside the limits of the building and pavement areas, compaction to 90% of ASTM D-1557 will be satisfactory.

Controlled backfilling should be accomplished by placing the backfill materials in lifts not exceeding 9" loose measure and compacting the material with the appropriate equipment. Where imported granular soils are used for backfill, these should be adjusted to the correct moisture content for compaction, then placed in a controlled manner. Jetting, inundation, or flooding is not considered an appropriate or effective method of compaction for granular trench backfill on this site. The specifications should prohibit the use of these methods.

Surface and Ground Water Control

Excavations at the site are generally not anticipated to encounter ground water. However, the contractor should be prepared to control water that enters the excavation with a system of sumps and pumps as needed.

Closure

This report is based on the information available at this time. Additional information including site grades and building details should be provided for our review to assess impact to our recommendations. If you have any questions regarding this report, please feel free to call.

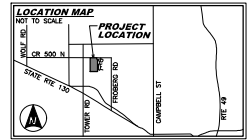
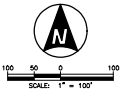
Sincerely,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



Michael H. Prigge, P.E.
Project Engineer

Attachments: Geotechnical Summary
Boring Location Map
Boring Coordinates
Boring Logs (B-1 through B-32)
General Notes

TOPOGRAPHIC SURVEY



P.I.M.:
64-09-09-200-008.000-004
64-09-09-200-007.000-004
64-09-09-200-008.000-004

PROPERTY DESCRIPTION (NON-RECORD, CREATED FOR THIS SURVEY):
THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 400 FEET OF THE EAST 100 FEET, ALL IN PORTER COUNTY, INDIANA.

AREA:
PROPERTY DIMENSIONS 344,648 SQUARE FEET OR 7.9204 ACRES MORE OR LESS (INCLUDES 52,424 SQUARE FEET OR 1.194 ACRES WITHIN APPLICABLE RIGHT OF WAY OF COUNTY ROAD 500 N.)

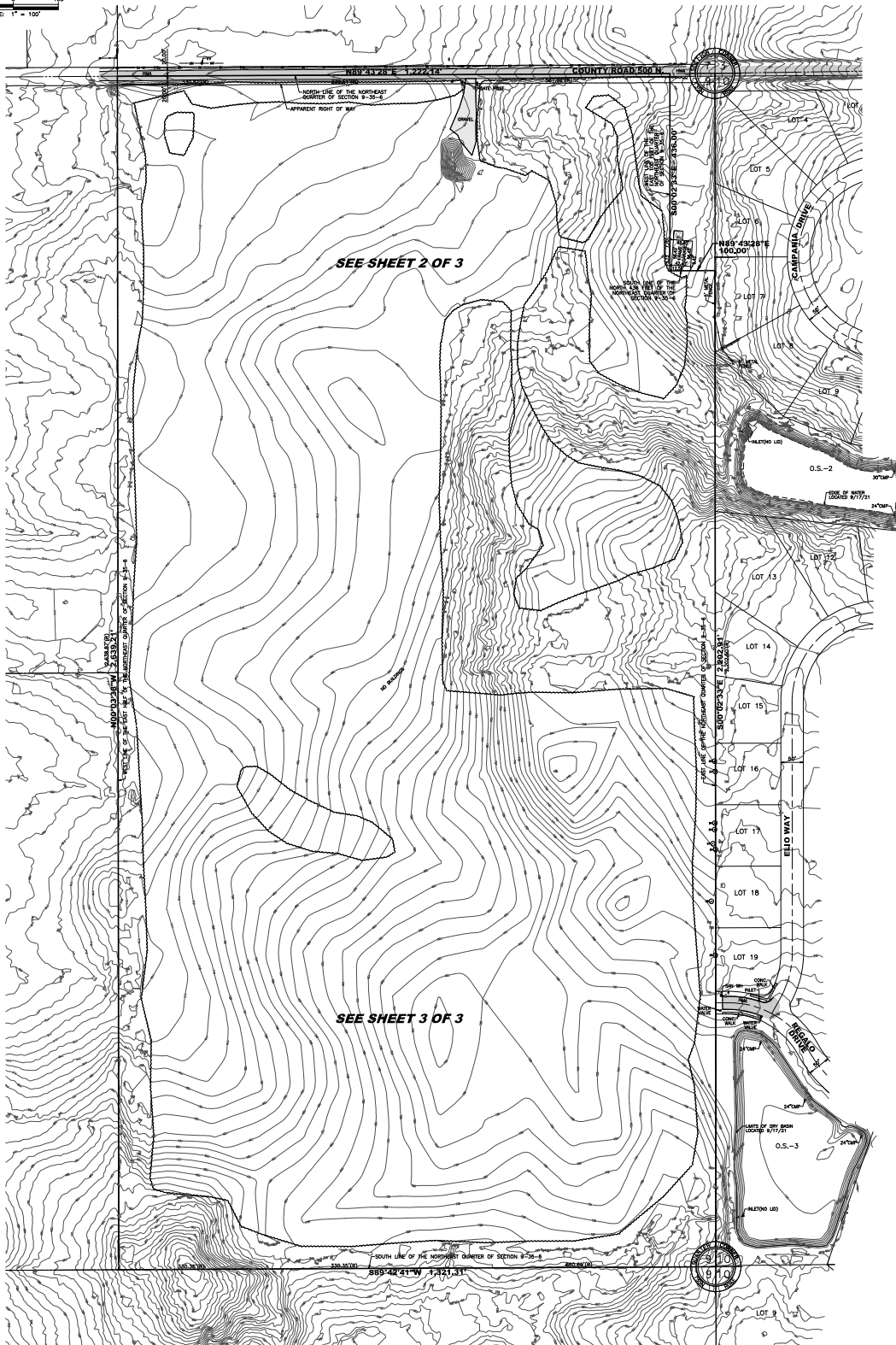
NOTES:

- THIS SURVEY IS BASED IN PART ON INFORMATION CONTAINED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 6048878, DATED 09/17/21 WITH A COMMITMENT DATE OF SEPTEMBER 13, 2020 AND HAS BEEN USED FOR LOCAL DESCRIPTIONS THEREIN AND TO ADDRESS THE INFORMATION IN THE TITLE COMMITMENT.
- ACCORDING TO OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE PERIOD DESIGNATED PROPERTY FALLS WITHIN ZONE 2. THE AREA OF FLOODING IS FURTHER ILLUSTRATED BY THE INTERACTIVE MAP OR FEMA FLOOD HAZARD ACCORDING TO THE FLOOD INSURANCE RATE MAP DATED SEPTEMBER 30, 2019 AS HOSTED ON FEMA WEBSITE.
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
- CONTACT INDIANAS1 AT 800-382-5544 FOR EXACT LOCATION OF BURIED UTILITIES PRIOR TO DIGGING.
- OBVIOUSLY ABOVE GROUND UTILITIES AND ABOVE GROUND EVIDENCE OF UNDERGROUND UTILITIES LOCATED AND SHOWN HEREON.
- TOPOGRAPHY IS BASED ON FIELD WORK COMPLETED ON 09/17/21.
- THIS SURVEY IS NOT INTENDED TO REPRESENT A BOUNDARY SETTLEMENT, OR LOCATION REPORT. SEE ALTAIR'S LAND TITLE SURVEY PREPARED BY MACKIE CONSULTANTS, PROJECT NUMBER 4098 DATED 09/27/21.

BENCHMARKS:

SOURCE BENCHMARK: (PORTER COUNTY BENCHMARK 9000)
APPROXIMATELY 0.35 MILE NORTH OF INTERSECTION OF COUNTY ROAD 500 N AND COUNTY ROAD 500 E
ELEVATION = 675.76 (NAD83)

STB BENCHMARK: #1
RE SPKS IN SOUTH FACE OF POWER POLE ON NORTH SIDE OF COUNTY ROAD 500N APPROXIMATELY 1200 FEET WEST OF BRIGATA DRIVE.
ELEVATION = 718.25



LEGEND:

- BOUNDARY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- UNDERLYING LOT LINE
- SECTION LINE
- SANITARY SEWER
- STONE SEWER
- WATER MAIN
- OVERHEAD WIRE
- FENCE
- EDGE OF WATER
- TREE LINE
- DECIDUOUS TREE (SIZE IN INCHES)
- CONIFEROUS TREE (SIZE IN INCHES)
- SPOT ELEVATION
- CONTOUR LINE
- PAVEMENT ELEVATION
- TOP OF CURB ELEVATION
- TOP OF DEPRESSED CURB ELEVATION
- MAX ELEVATION
- SANITARY
- STB BENCHMARK
- MANHOLE (MH)
- WELT (WLT)
- VALVE WELT (VW)
- FIRE HYDRANT (FH)
- POWER POLE (PP)
- GLY WIRE (GW)
- TELEPHONE PEDESTAL (PEST)
- IRON
- FOUND IRON ROD
- FOUND IRON PIPE
- PORTER COUNTY SURVEYOR
- RECORD
- SET IRON ROD
- CONCRETE (CONC)
- GRAVEL
- HOT MIX ASPHALT (HMA)
- BUILDING
- DEPRESSED CURB

STATE OF ILLINOIS
COUNTY OF COOK

WE, MACKIE CONSULTANTS LLC, AN INDIANA PROFESSIONAL DESIGN FIRM, DO, NOT, GUARANTEE, WARRANT, OR REPRESENT THAT THIS SURVEY IS ACCURATE AND CORRECT. THIS SURVEY WAS COMPLETED ON 9/17/21 AND IS NOT INTENDED TO BE REPRESENTED AS A LOCATION REPORT. SEE ORIGINAL SURVEY REPORT FOR A SURVEY LOCATION REPORT.

GIVEN UNDER MY HAND AND SEAL THIS 20th DAY OF SEPTEMBER, 2021, IN ROSEMONT, ILLINOIS.

MACKIE CONSULTANTS LLC
DRAFT
JEFFREY D. FERRARO
INDIANA PROFESSIONAL LAND SURVEYOR NO. LS22100011
LICENSE EXPIRES: JULY 31, 2022

Mackie Consultants, LLC
3675 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847) 955-1400
www.mackieconsultants.com

CLIENT:
LENNAR
Lennar Homes
1141 East Main Street, Suite 108
East Dundee, IL 60119
Phone: 224-293-3100 Fax: 224-293-3101

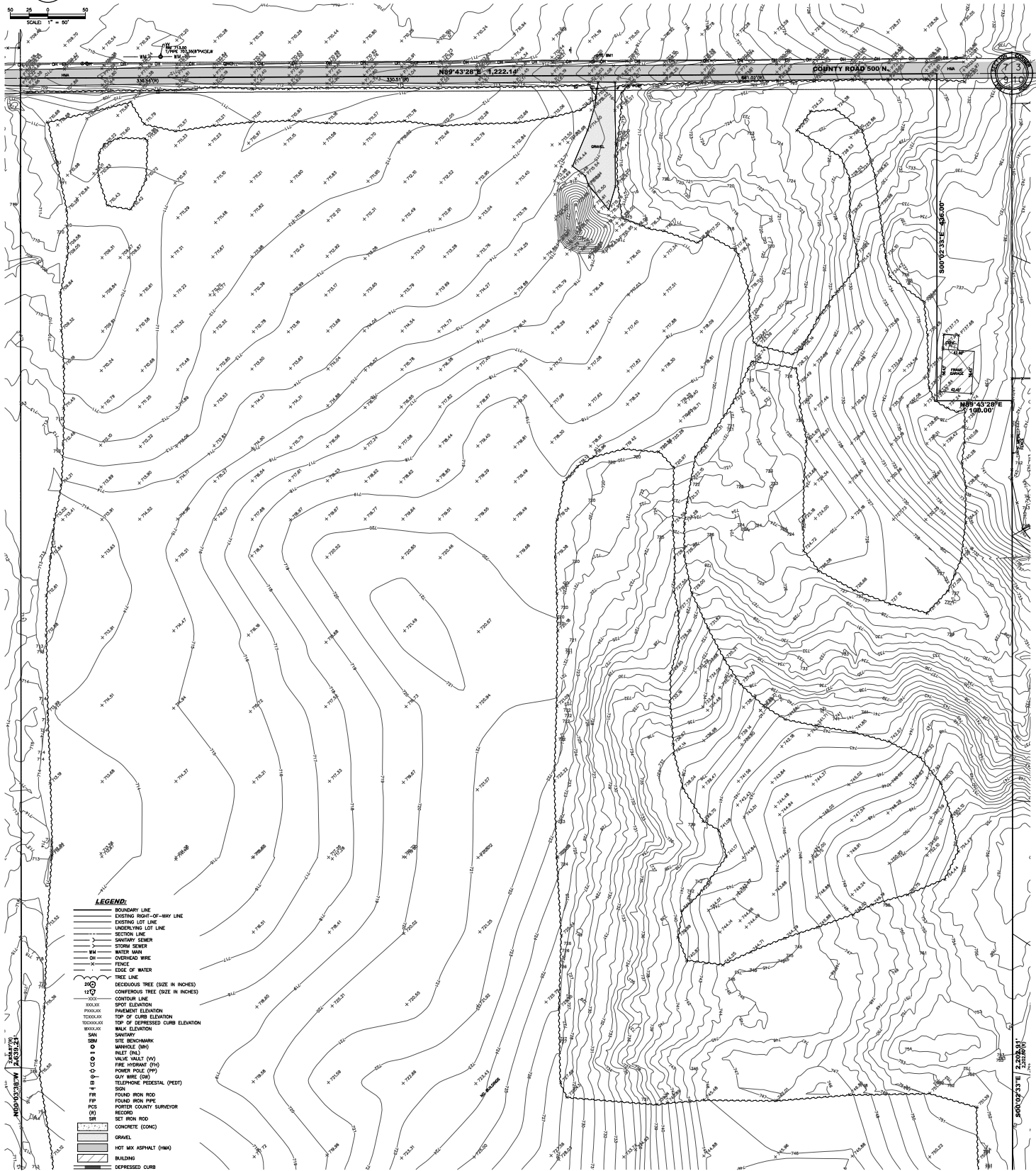
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DRAWN	MRD
APPROVED	JDD
DATE	09/24/21
DATE	09/24/21
SCALE	1"=100'

TOPOGRAPHIC SURVEY
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

SHEET
1 OF 3
PROJECT NUMBER | 4089
MACKIE CONSULTANTS LLC 2021
ILLINOIS FIRM LICENSE 184-022643

MACKIE CONSULTANTS, LLC IS AN EQUAL OPPORTUNITY EMPLOYER.

TOPOGRAPHIC SURVEY



- LEGEND:**
- BOUNDARY LINE
 - EXISTING ROAD-C&G-HWY LINE
 - EXISTING LOT LINE
 - UNDERLYING LOT LINE
 - SECTION LINE
 - SWIMWAY SEWER
 - STORM SEWER
 - WM WATER MAIN
 - OH OVERHEAD WIRE
 - FENCE
 - EDGE OF WATER
 - TREE LINE
 - DECIDUOUS TREE (SIZE IN INCHES)
 - CONIFEROUS TREE (SIZE IN INCHES)
 - CONTOUR LINE
 - SPOT ELEVATION
 - PAVEMENT ELEVATION
 - TOP OF CURB ELEVATION
 - TOP OF DERESSED CURB ELEVATION
 - WALL ELEVATION
 - SAN SANITARY
 - SSM SITE BENCHMARK
 - MH MANHOLE (MH)
 - RILEY (RL)
 - VALVE VAULT (VV)
 - FIRE HYDRANT (FH)
 - POWER POLE (PP)
 - GUY WIRE (GW)
 - TELEPHONE PEGESTAL (PEPT)
 - SIGN
 - FR FOUND IRON ROD
 - FIP FOUND IRON PIPE
 - FPC FOUND COUNTY SURVEYOR
 - REC RECORD
 - SET SET IRON ROD
 - CONCRETE (CONC)
 - GRAVEL
 - HOT MIX ASPHALT (HMA)
 - BUILDING
 - DEPRESSED CURB

SEE SHEET 3 OF 3

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 Rosemont, IL 60018
 (847)956-1400
 www.mackieconsultants.com

CLIENT:
LENNAR
 Lennar Homes
 1141 East Main Street, Suite 108
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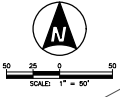
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TOPOGRAPHIC SURVEY
IRON GATE SUBDIVISION
VALPARAISO, INDIANA

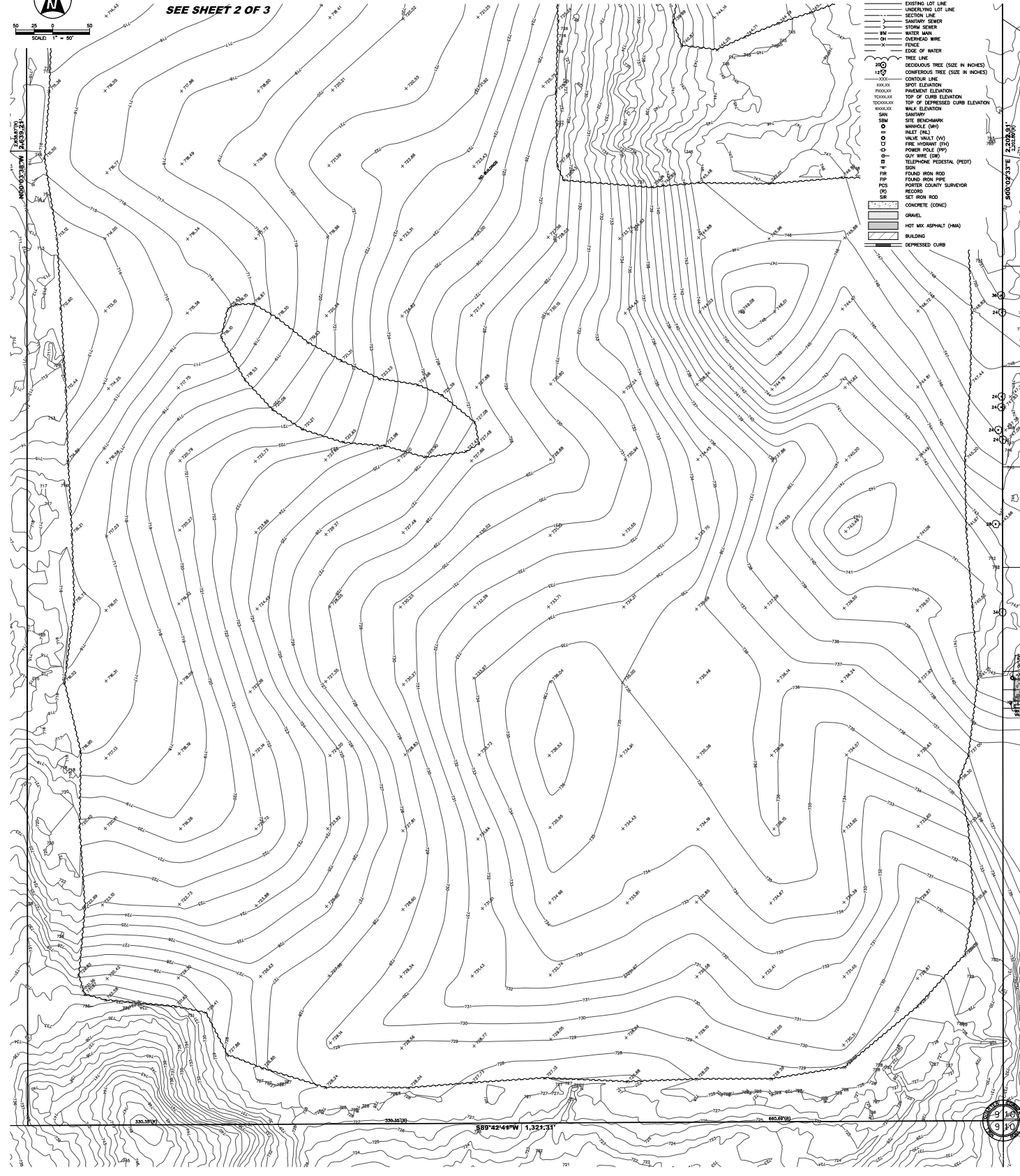
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2 OF 3
 PROJECT NUMBER: 4089
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TOPOGRAPHIC SURVEY

SEE SHEET 2 OF 3



- LEGEND:**
- BOUNDARY LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - SECTION LINE
 - SAWINGING LOT LINE
 - STORM SEWER
 - WATER MAIN
 - OVERHEAD WIRE
 - FENCE
 - EDGE OF WATER
 - TREE LINE
 - DECIDUOUS TREE (SIZE IN INCHES)
 - CONIFEROUS TREE (SIZE IN INCHES)
 - CONTOUR LINE
 - SPOT ELEVATION
 - PAVEMENT ELEVATION
 - TOP OF CURB ELEVATION
 - TOP OF DEPRESSION CURB ELEVATION
 - BULK ELEVATION
 - SAN
 - SITE BENCHMARK
 - MANHOLE (M)
 - INLET (I)
 - VALVE VAULT (V)
 - FIRE HYDRANT (FH)
 - POWER POLE (PP)
 - GUY WIRE (GW)
 - TELEPHONE PEDESTAL (PEDT)
 - SON
 - FOUND IRON ROD
 - FOUND IRON PIPE
 - PORTER COUNTY SURVEYOR
 - RECORD
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 - HOT MIX ASPHALT (HMA)
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 - DEPRESSION CURB



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DRAWN	MRD
APPROVED	JDD
DATE	09/24/21
DATE	DESCRIPTION OF REVISION
DATE	DESCRIPTION OF REVISION

SCALE	1"=50'
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**TOPOGRAPHIC SURVEY
 IRON GATE SUBDIVISION
 VALPARAISO, INDIANA**

SHEET
3 OF 3
 PROJECT NUMBER: 4089
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 ILLINOIS FIRM LICENSE 084-02684

Traffic Impact Study Proposed Residential Development Valparaiso, Indiana



Prepared For:

LENNAR®

KLOA
Kenig, Lindgren, O'Hara, Aboona, Inc.

December 7, 2021

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located in Valparaiso, Illinois. The site, which is currently vacant, is located on the south side of County Road West 500 North just west of Brigata Drive in Valparaiso, Indiana. As proposed, the site will be developed with 160 single-family homes. Access to the development will be provided off County Road West 500 North and via two future cross-access connections.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development.

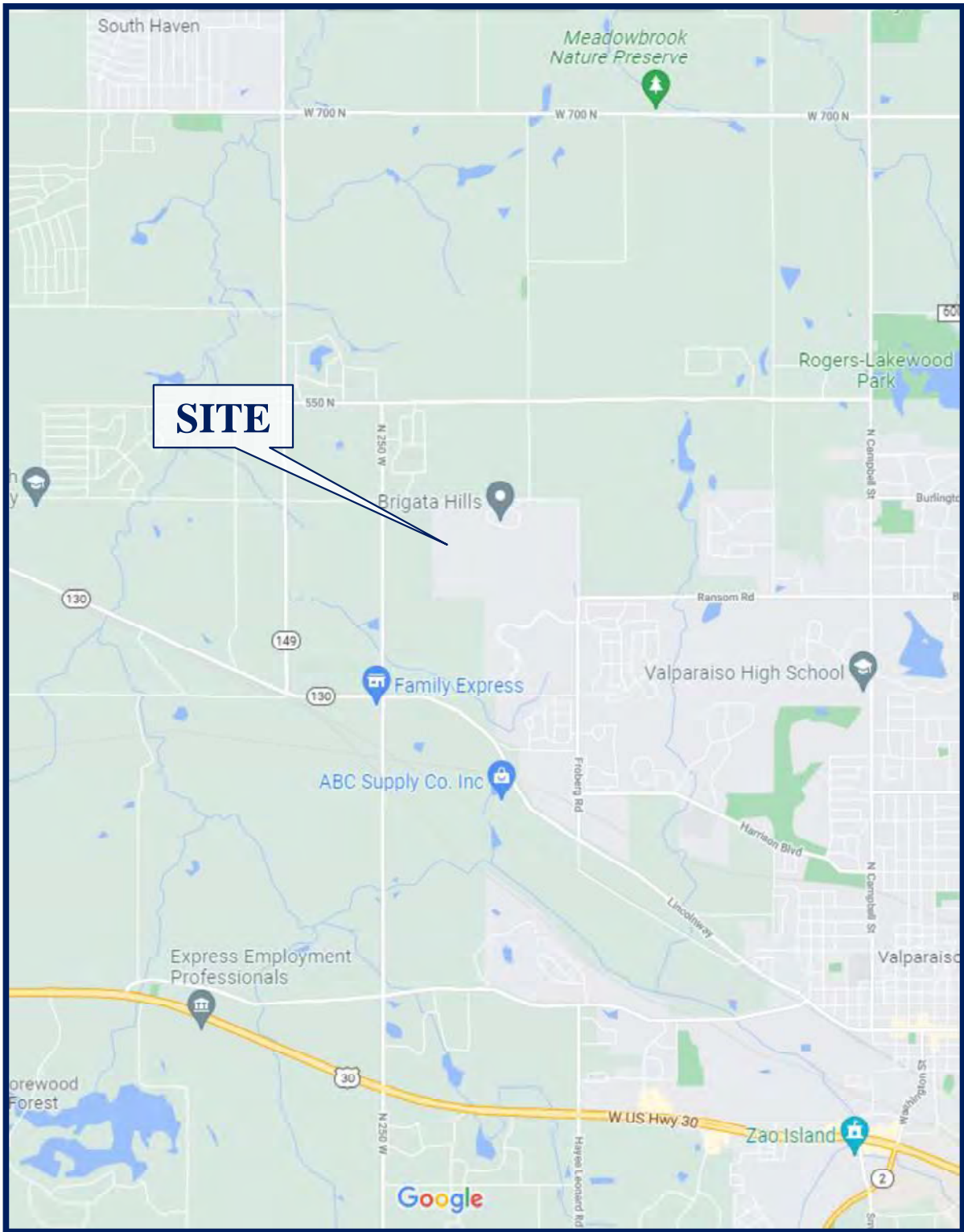
Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

1. Existing Conditions - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Future Conditions – Analyzes the projected traffic volumes which includes the existing traffic volumes increased by an ambient area growth factor (growth not attributable to any particular development) and the traffic estimated to be generated by the proposed subject development.



Site Location

Figure 1



Aerial View of Site

Figure 2

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

The site, which is currently vacant, is located on the south side of County Road West 500 North just west of Brigata Drive and approximately 2,000 feet east of Tower Road (County Road N250W). Land uses in the vicinity of the site are primarily residential in all directions. The Brigata Hills residential development is located directly east of the subject site and the Hampton Manor residential development is located just northwest of the site.

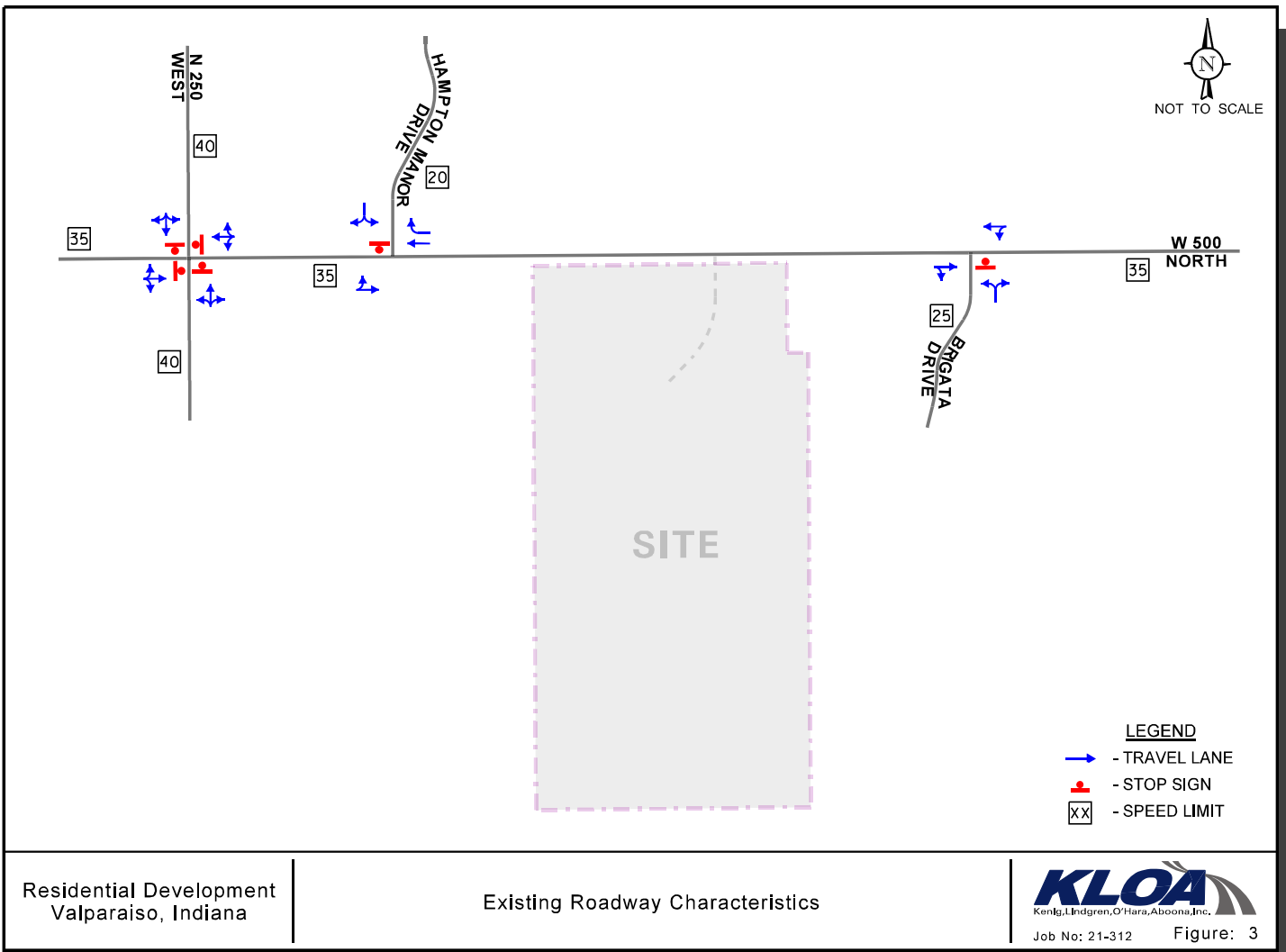
Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below. **Figure 3** illustrates the existing roadway characteristics.

County Road West 500 North is an east-west, local roadway that in the vicinity of the site provides one travel lane in each direction. At its all-way stop sign controlled intersection with County Road North 250 West, County Road West 500 North provides a shared left-turn/through/right-turn lane on the eastbound and westbound approaches. At its unsignalized intersection with Hampton Manor Drive, County Road West 500 North provides a shared left-turn/through lane on the eastbound approach and a through lane and an exclusive right-turn lane on the westbound approach. At its unsignalized intersection with Brigata Drive, County Road West 500 North provides a shared through/right-turn lane on the eastbound approach and a shared left-turn/through lane on the westbound approach. County Road West 500 North is under the jurisdiction of Porter County and has a posted speed limit of 35 miles per hour.

County Road North 250 West (Tower Road) is a north-south, local roadway that in the vicinity of the site provides one travel lane in each direction. At its all-way stop sign controlled intersection with County Road West 500 North, County Road North 500 West provides a shared left-turn/through/right-turn lane on the northbound and southbound approaches. County Road North 250 West is under the jurisdiction of Porter County and has a posted speed limit of 40 miles per hour.

Brigata Drive is a north-south, local roadway that serves the Brigata Hills residential development. At its unsignalized intersection with County Road West 500 North, Brigata Drive provides a shared left-turn/right-turn lane that is under stop sign control. Brigata Drive is under the jurisdiction of the City of Valparaiso and has a posted speed limit of 25 miles per hour.



Residential Development
Valparaiso, Indiana

Existing Roadway Characteristics

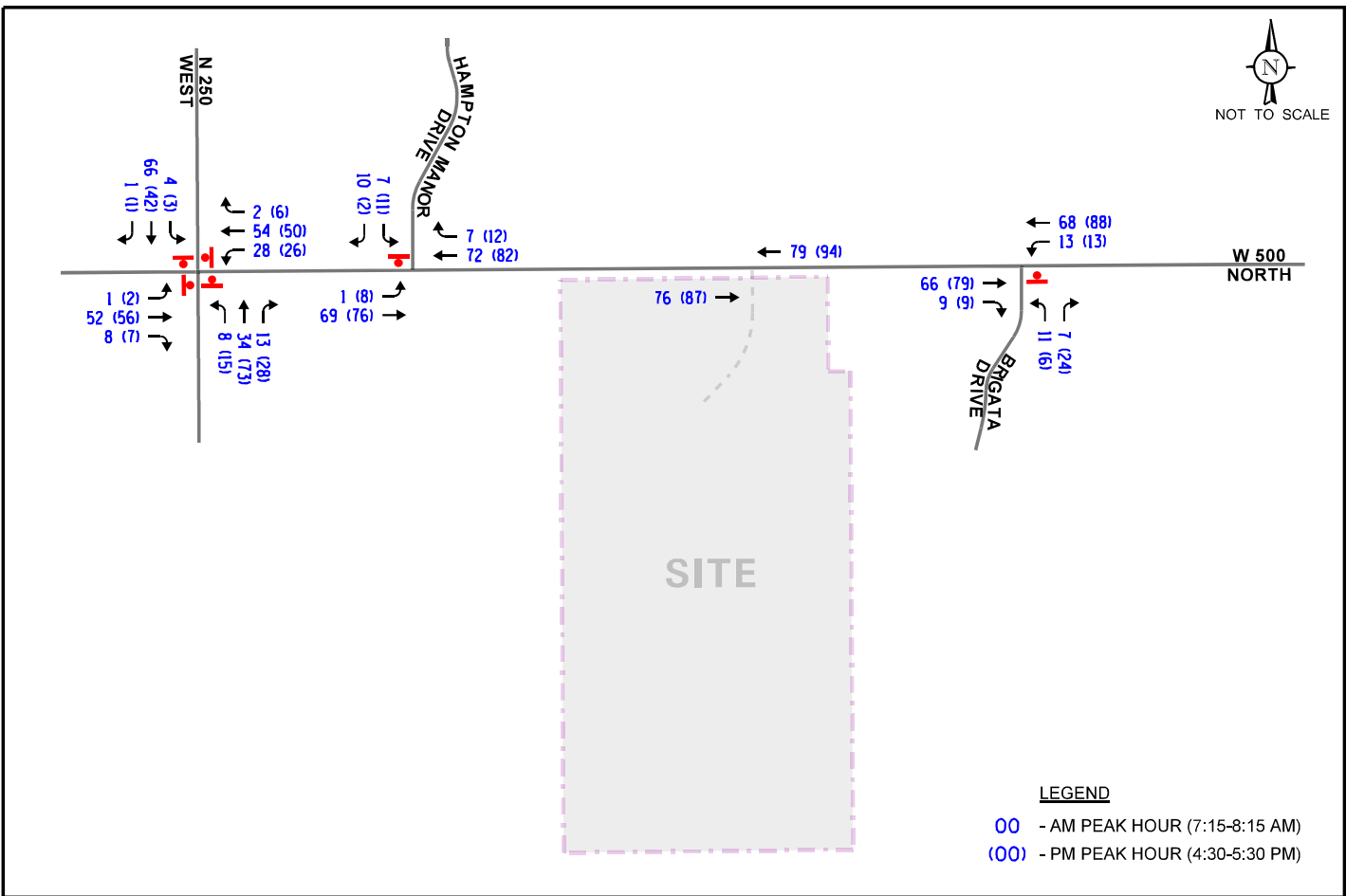
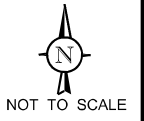
Hampton Manor Drive is a north-south, local roadway that serves the Hampton Manor residential development. At its unsignalized intersection with County Road West 500 North, Hampton Manor Drive provides a shared left-turn/right-turn lane that is under stop sign control. Hampton Manor Drive is under the jurisdiction of Porter County and has a posted speed limit of 20 miles per hour.

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. performed peak period traffic counts on Tuesday, November 2, 2021, at the following intersections:

- County Road West 500 North with Brigata Drive
- County Road West 500 North with Hampton Manor Drive
- County Road West 500 North with County Road North 250 West

The traffic counts were performed during the weekday morning (6:00 A.M. to 9:00 A.M.) and weekday evening (3:30 P.M. to 6:30 P.M.) peak periods. The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:15 A.M. to 8:15 A.M. and the weekday evening peak hour of traffic occurs from 4:30 P.M. to 5:30 P.M. Copies of the traffic count summary sheets are included in the Appendix. **Figure 4** illustrates the Year 2021 base traffic volumes.



LEGEND

- 00 - AM PEAK HOUR (7:15-8:15 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)

Residential Development
Valparaiso, Indiana

Year 2021 Base Traffic Volumes

Job No: 21-312 Figure: 4

3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

As proposed, the plans call for developing the site with 160 single-family homes. Access to the development will be provided via a full movement access roadway on County Road West 500 North located approximately 1,200 feet west of Brigata Drive and 1,450 feet east of Hampton Manor Drive. This access roadway will provide one lane in each direction and will provide a shared left-turn/right-turn lane at its intersection with County Road West 500 North. Turning movements from the access roadway onto County Road West 500 North should be under stop sign control. Additional access to the development will be provided via two future cross access connections serving the future development of the parcels west and south of the site.

Directional Distribution

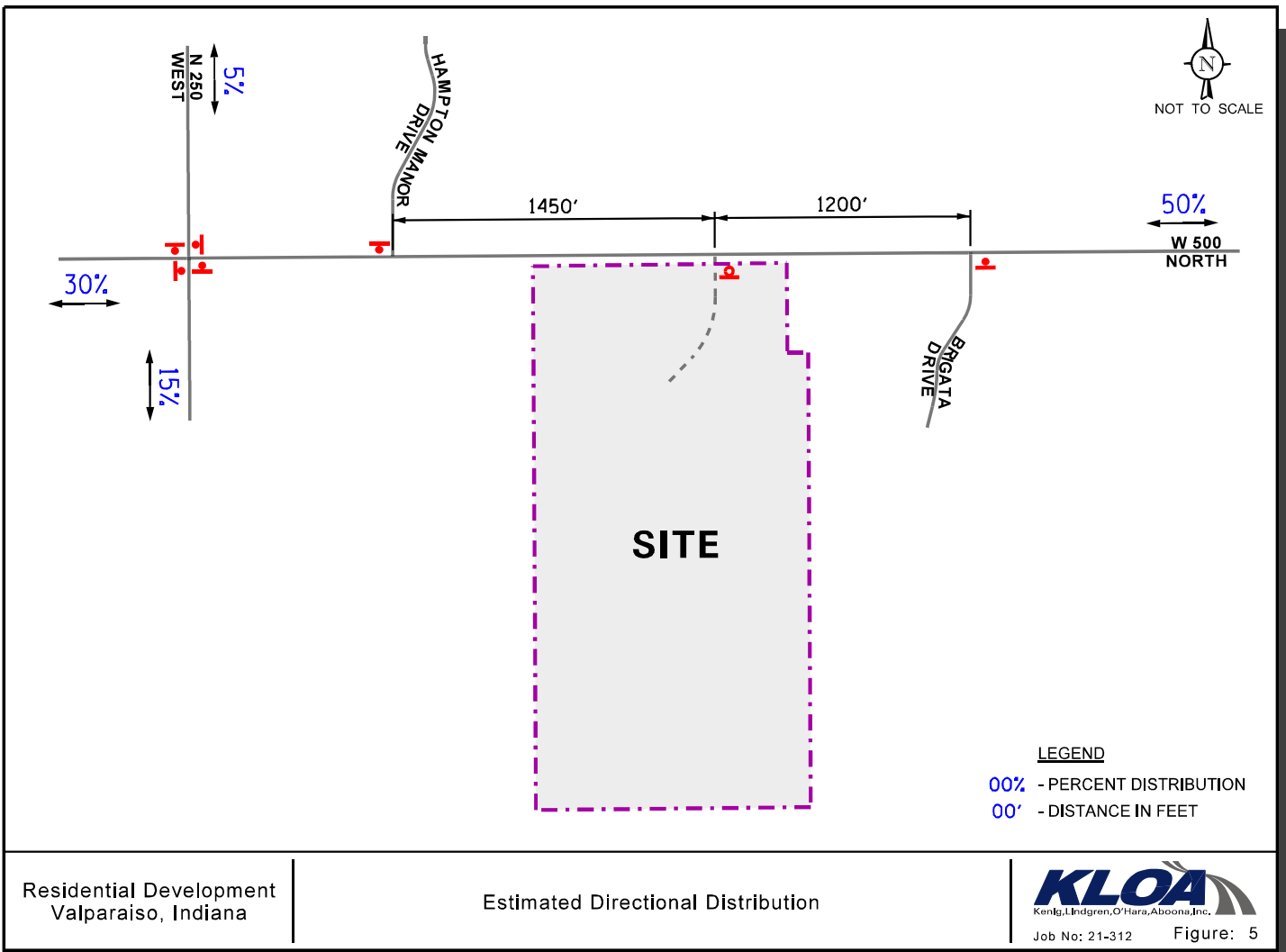
The directions from which residents of the proposed development will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the development-generated traffic.

Estimated Site Traffic Generation

The volume of traffic generated by the proposed development was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. The “Single-Family Detached Housing” (Land-Use Code 210) was utilized for the single-family home lots. **Table 1** illustrates the weekday morning and evening peak hour and daily traffic estimated to be generated by the proposed development.

Table 1
ESTIMATED SITE-GENERATED TRAFFIC VOLUMES

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way		
		In	Out	Total	In	Out	Total	In	Out	Total
210	Single-Family Housing (160 units)	29	85	114	97	58	155	778	778	1,556



Residential Development
Valparaiso, Indiana

Estimated Directional Distribution

KLOA
Kenj, Lindgren, O'Hara, Aboona, Inc.
Job No: 21-312 Figure: 5

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The total new traffic assignment for the residential development is illustrated in **Figure 6**.

Background Traffic Conditions

The Year 2021 base volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). For the purposes of this evaluation, it was assumed that the area traffic volumes will increase by 2.5 percent over the next ten years to project Year 2031 no-build conditions. A higher yearly growth rate was assumed to account for any decrease in area traffic that may have resulted in the ongoing COVID pandemic.

In addition, the background traffic volumes include the traffic projected to be generated by the approximate 40 single family residential lots that are currently undeveloped/unoccupied within the Brigata Hills residential development. The traffic to be generated by these homes was estimated based on the ITE *Trip Generation Manual* 11th Edition and were assigned to the area roadway network based on the previously described directional distribution. **Table 2** shows the vehicle trips anticipated for the 40 single family lots.

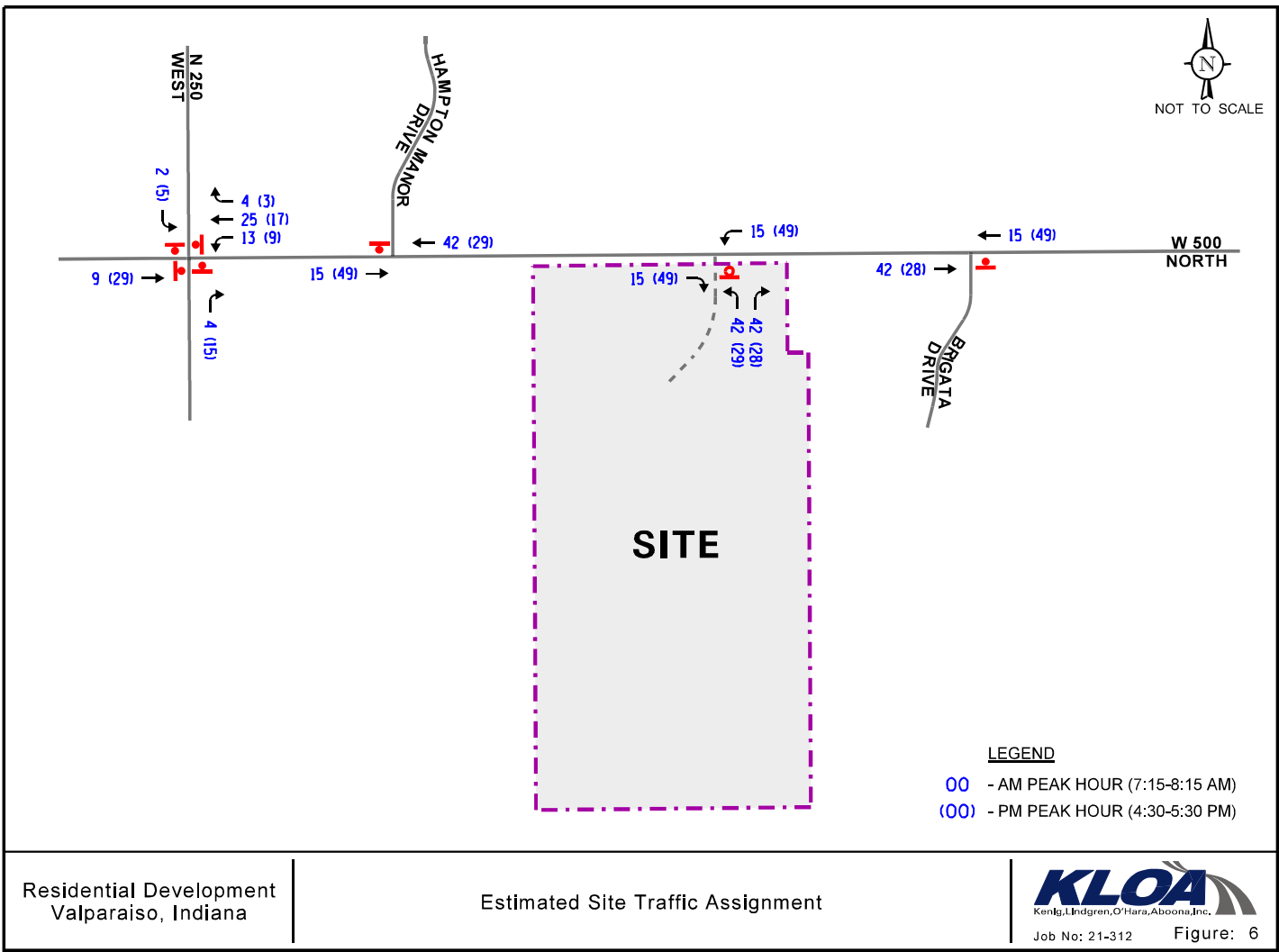
Table 2
ESTIMATED TRAFFIC VOLUMES – BRIGATA HILLS

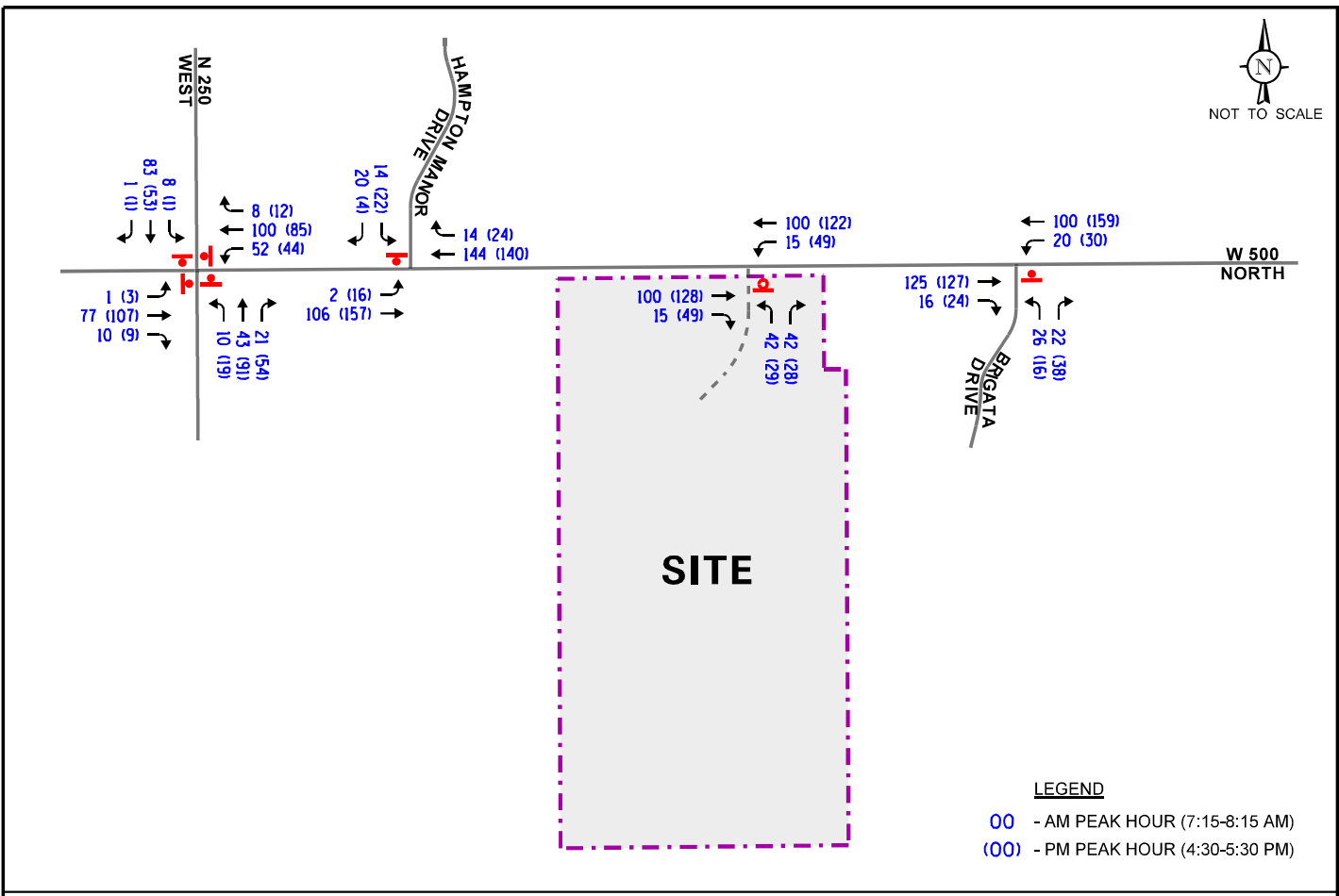
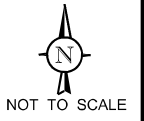
ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way		
		In	Out	Total	In	Out	Total	In	Out	Total
210	Single-Family Housing (40 units)	8	24	32	26	16	42	217	217	434

In addition, a residential development is under construction on the south side of Country Road 550 North and immediately east of the existing subdivision. Access to the residential development will be provided via County Road 550 North and cross access to the Hampton Manor subdivision. To account for the additional traffic to be generated by the new residential development, the existing traffic volumes entering and exiting Hampton Manor Drive at Country Road West 500 North was assumed to increase by 100 percent. This provides for a worst-case analysis as the new residential development will have direct access to County Road 550 North and only secondary access to County Road West 500 North.

Total Projected Traffic Volumes

The development-generated traffic (Figure 6) was added to the existing traffic volumes increased by a regional growth factor and the traffic estimated to be generated by 40 single-family lots within the Brigata Hills residential development to determine the Year 2031 total projected traffic volumes, as illustrated in **Figure 7**.





LEGEND

- 00 - AM PEAK HOUR (7:15-8:15 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)

Residential Development
Valparaiso, Indiana

Year 2031 Total Projected Traffic Volumes

Job No: 21-312 Figure: 7

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modification are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning, and weekday evening peak hours for the existing (Year 2021) and future projected (Year 2031) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using Synchro/SimTraffic 11 computer software.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and Year 2031 total projected conditions are presented in **Tables 3** and **4**, respectively. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 3

CAPACITY ANALYSIS RESULTS – YEAR 2021 EXISTING CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
County Road West 500 North with County Road North 250 West¹				
• Overall	A	7.8	A	7.9
• Eastbound Approach	A	7.6	A	7.7
• Westbound Approach	A	8.0	A	8.0
• Northbound Approach	A	7.6	A	7.9
• Southbound Approach	A	7.8	A	7.7
County Road West 500 North with Hampton Manor Drive²				
• Southbound Approach	A	9.1	A	9.6
• Eastbound Left Turn	A	7.4	A	7.4
County Road West 500 North with Brigata Drive²				
• Northbound Approach	A	9.5	A	9.3
• Westbound Left Turn	A	7.6	A	7.5
LOS = Level of Service 1 – All-way stop sign control Delay is measured in seconds 2 – Two-way stop sign control				

Table 4

CAPACITY ANALYSIS RESULTS – YEAR 2031 PROJECTED CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
County Road West 500 North with County Road North 250 West¹				
• Overall	A	8.5	A	8.7
• Eastbound Approach	A	8.1	A	8.5
• Westbound Approach	A	8.9	A	8.9
• Northbound Approach	A	8.1	A	8.7
• Southbound Approach	A	8.4	A	8.2
County Road West 500 North with Hampton Manor Drive²				
• Southbound Approach	A	9.9	B	11.1
• Eastbound Left Turn	A	7.6	A	7.7
County Road West 500 North with Brigata Drive²				
• Northbound Approach	B	10.5	B	10.5
• Westbound Left Turn	A	7.9	A	7.7
County Road West 500 North with Proposed Access Roadway²				
• Northbound Approach	B	10.0	B	10.6
• Westbound Left Turn	A	7.5	A	7.7
LOS = Level of Service 1 – All-way stop sign control Delay is measured in seconds 2 – Two-way stop sign control				

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development traffic.

County Road West 500 North with County Road North 250 West

The results of the capacity analyses indicate that the overall intersection and all the approaches currently operate at LOS A during the weekday morning and evening peak hours. Under Year 2031 total conditions, the overall intersection and approaches are projected to operate at LOS A during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

County Road West 500 North with Hampton Manor Drive

The results of the capacity analyses indicate that the critical movements at this intersection currently operate at LOS A during the weekday morning and evening peak hours. Under Year 2031 total conditions, the critical movements at this intersection are projected to operate at LOS B or better during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

County Road West 500 North with Brigata Drive

The results of the capacity analyses indicate that the critical movements at this intersection currently operate at LOS A during the weekday morning and evening peak hours. Under Year 2031 total conditions, the critical movements at this intersection are projected to operate at LOS B or better during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

County Road West 500 North with Proposed Access Roadway

Access to the development will be provided via a full movement access roadway on County Road West 500 North located approximately 1,200 feet west of Brigata Drive and 1,450 feet east of Hampton Manor Drive. This access roadway will provide one lane in each direction and will provide a shared left-turn/right-turn lane at its intersection with County Road West 500 North. Turning movements from the access roadway onto County Road West 500 North should be under stop-sign control. In order to determine if a left-turn lane or a right-turn lane were required on County Road West 500 North, the projected traffic volumes were compared to the Warrants for Left-Turn Lanes and Right-Turn Lanes as provided in the *Indiana Design Manual – 2013*. The results of the comparison showed that neither a left-turn lane nor a right-turn lane are required on County Road West 500 North serving the access drive. Assuming the Year 2031 total conditions, the critical movements at this intersection are projected to operate at LOS B or better during the weekday morning and evening peak hours. As such, this intersection will provide efficient and orderly access to the development with limited impact on County Road West 500 North.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- Access to the development will be provided via a full movement access roadway on County Road West 500 North located approximately 1,200 feet west of Brigata Drive and 1,450 feet east of Hampton Manor Drive. This access roadway will provide one lane in each direction and will provide a shared left-turn/right-turn lane at its intersection with County Road West 500 North. Turning movements from the access roadway onto County Road West 500 North should be under stop sign control.
- In order to determine if a left-turn or a right-turn lane were required on County Road West 500 North, the projected traffic volumes were compared to the Warrants for Left-Turn Lanes and Right-Turn Lanes as provided in the *Indiana Design Manual – 2013*. The results of the comparison showed that neither a left-turn lane nor a right-turn lane are required on County Road West 500 North serving the access drive.
- The proposed access system will be adequate in accommodating the traffic estimated to be generated by the proposed development.
- The results of the capacity analyses have shown that the roadway system has sufficient reserve capacity to accommodate the traffic to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.