



CITY OF VALPARAISO

166 Lincolnway
Valparaiso, IN 46383
(219) 462-1161
Valpo.us

MEETING AGENDA

Valparaiso Plan Commission
Tuesday, April 2, 2024, 5:30 PM
Valparaiso City Hall – Council Chambers

1. Pledge of Allegiance
2. Roll Call
3. Adoption of Meeting Minutes – March 5, 2024
4. Old Business

PP24-001, a petition filed by Greg Lorig of DVG Team, Inc., on behalf of MJF Development, Inc. The petitioner requests approval of a primary plat for a four (4) lot commercial subdivision to be known as MJF Subdivision located on about 5.74 acres at the northeast corner of the intersection of Marsh St and US-30/Morthland Dr.

5. New Business – None.
6. Staff Items
7. Adjournment

Matt Evans, President
Beth Shrader, Planning Director

Next Meeting: **Tuesday, May 7, 2024**

Interested persons can view public meetings live on the City of Valparaiso website, www.valpo.us or participate in the webinar by visiting bit.ly/ValpoPC2024. Requests for alternate formats please contact Planning Department at planningdepartment@valpo.us or (219) 462-1161.



March 22, 2024

Ms. Beth Shrader
Director of Planning & Transit
City of Valparaiso, Indiana
166 Lincolnway, Valparaiso, IN 46383

SUBJECT: MJF Subdivision – Primary Plat Re-Submittal

Dear Ms. Shrader,

On behalf of MJF Development, Inc., DVG Team is resubmitting the primary plat for the MJF Subdivision for approval consideration at the April 2, 2024 Plan Commission Meeting. Verbal comments were provided by the Plan Commission, Planning Department, and Engineering Department at the March 5, 2024 Plan Commission meeting and written comments were received from you via emails before and after the meeting. Comments received to date are summarized below along with our responses.

1. The Developer needs to present an acceptable phasing plan before the Primary Plat is approved.

Response: *See attached phasing plan.*

2. A retaining wall easement should be provided on the parcels located east of the wall along the east edge of the site. Differentiate between construction and maintenance easement for the retaining wall.

Response: *Retaining wall easements are provided along the west and south edge of Lot 4 of the Subdivision. An appurtenant retaining wall easement is provided on the plat for the adjoining property to the east. The easements provided are reserved for the installation, location, upkeep, repair and maintenance of the retaining wall as noted on the Deed of Dedication on the Primary Plat.*

3. The private lift station area should be included in the utility/drainage easement.

Response: *The private lift station area is included in said easement.*

4. The City has provided comments regarding the Deed of Dedication language.

Response: *DVG Team's surveyor and the Developer's attorney (Bill Ferngren) have reviewed and incorporated comments into the revised Primary Plat.*

5. Could hatching be used to designate some key easement areas, for instance, the driveway locations? Pertinent labels will also be helpful.

Response: *The revised Primary Plat has been updated to include additional hatching and labels for clarity.*

6. The current easements all but eliminate the opportunity for monument signs along US-30 and Marsh. Sign easements within the utility/drainage easement are a possible solution, but we are open to other ideas.

Response: *The revised Primary Plat includes specific sign easements outside of the utility and drainage easements for monument signs for Lots 1, 2, and 3 along US 30. Site distance has been checked and exhibit included with this re-submittal.*

7. We have not gotten a response from INDOT on their ability to take stormwater from the project at US 30. INDOT hydraulics has provided 2 comments as part of the R/W permit review:
 - a. The driveway culvert must be hydraulically designed using HY-8, Version 7.2. Please note that the minimum driveway culvert size is 15" diameter per IDM, Chapter 203.
 - b. Please provide spread calculations for the proposed turnouts along US 30. Spread requirements can be found in Chapter 203 of the IDM.

Response: *DVG Team has confirmed via the requested HY-8 calculations that a 15" diameter driveway culvert will be adequate. Subdivision Engineering Plans will be updated accordingly and re-submitted to INDOT for review so the R/W Permit can be approved. If plan revisions occur, they will be submitted to the City for their records.*

DVG Team will provide spread calculations as requested by INDOT and update curb turnout locations if necessary. Subdivision Engineering Plans will be updated accordingly and re-submitted to INDOT for review so the R/W Permit can be approved. If plan revisions occur, they will be submitted to the City for their records.

As discussed with you and the Engineering Director, INDOT did not provide any comments objecting to the detention pond stormwater release into their R/W. DVG Team will provide a copy of the approved R/W Permit once secured.

8. Address potential impacts that the construction of the large retaining wall proposed along the east side of the property will have on the foundation of the building located at 957 West Street. This includes possible soil disturbance that would impact lateral support of foundation.

Response: *As discussed with you and the Engineering Director, DVG Team is working closely with the geotechnical engineer and Redi-Rock's 3rd Party Engineer who will be doing the detailed design and drawings for the retaining wall. The 3rd Party Engineer has just gotten under Contract to complete this work. At this time, a gravity block wall is anticipated along the north side of the property paralleling West Street. The wall on the east side of the property is anticipated to be a combination of a gravity block retaining wall and a permanent shoring (i.e. sheet pile) wall with a Redi-Rock block façade. DVG Team will provide final*

engineered drawings and concurrence from the Geotechnical Engineer as soon as available. Should revisions be necessary to the Subdivision Engineering Plans, DVG Team will provide updated plans to the City for review and/or their records.

9. The retaining wall will require separate permits. In addition to the engineered plans required for the wall, evaluation by qualified engineer of the impact the retaining wall will have on the foundation at 957 Wall Street will be required. This includes that foundation complies with 2014 Indiana Building Code, Chapter 18.

Response: *See response to comment #8.*

10. The City has provided comments on Attorney Ferngren's Declaration of Reciprocal Easements legal document.

Response: *See attached revised declaration of reciprocal easements document.*

11. The City has requested that the sidewalk along Marsh Street be constructed as part of Phase 1 or 2 construction (concurrent with subdivision engineering work or hotel construction).

Response: *The phasing plan and subdivision engineering plans have been updated accordingly showing the sidewalk and crosswalk installed in Phase 1. .*

Thank you for the City's continued feedback and cooperation with us on this important project. Should you have any questions prior to the April 2, 2024 Plan Commission meeting, please do not hesitate to contact me at 219.546.3853 or Bill Ferngren at 219.771.0155.

Respectfully,

DVG Team, Inc.



Greg Lorig, PE.

Manager of Commercial Site Development

glorig@dvgtteam.com

US 30 & MARSH DEVELOPMENT

Subdivision Engineering Plans

VALPARAISO, INDIANA

ISSUED FOR PERMIT - 03/21/2024



Location Map
(Not to Scale)

BENCHMARK

SAW CROSS CUT IN CONCRETE SIDEWALK LOCATED 2.77' NORTH OF 1/2" IDF, SOUTH OF WEST ST. AND EAST OF MARSH ST.
ELEVATION = 776.34 (NAVD88)



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24 Hours a Day, Seven Days a Week:
Call 811 or 800-382-5544
www.Indiana811.org

INDEX OF SHEETS

C001	Cover Sheet
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C103B	Conceptual Subdivision Site Plan
C104	Grading Plan
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C109	Utility Plan - Sanitary Sewer Plan & Profile
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C111	SWPPP
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C301-C304	Stormwater Pollution Prevention Plan Details

LEGEND

	EXISTING DRAINAGE STRUCTURE		EXISTING CONTOURS
	EXISTING END SECTION		PROPOSED CONTOURS
	EXISTING SANITARY STRUCTURE		BOUNDARY LINES
	EXISTING FIRE HYDRANT		RIGHT-OF-WAY LINES
	EXISTING VALVE & BOX		PROPOSED LOT LINES
	EXISTING B-BOX		UNDERLYING LOT LINE
	EXISTING STREET LIGHT		EASEMENT LINES
	POWER POLE		BUILDING LINES
	SBC PEDESTAL		CHAINLINK FENCE
	MAIL BOX		ORNAMENTAL FENCE
	PROPOSED DRAINAGE STRUCTURE		OVERHEAD POWER LINES
	PROPOSED END SECTION		TELEPHONE ROUTE
	PROPOSED SANITARY STRUCTURE		ELECTRIC ROUTE
	PROPOSED FIRE HYDRANT		GAS ROUTE
	PROPOSED VALVE & VAULT		EXISTING WATER
	PROPOSED VALVE & BOX		EXISTING STORM
	PROPOSED B-BOX		EXISTING SANITARY
	PROPOSED STREET LIGHT		PROPOSED WATER
	DIRECTION OF FLOW		PROPOSED STORM
	OVERLAND FLOOD ROUTE		PROPOSED SANITARY

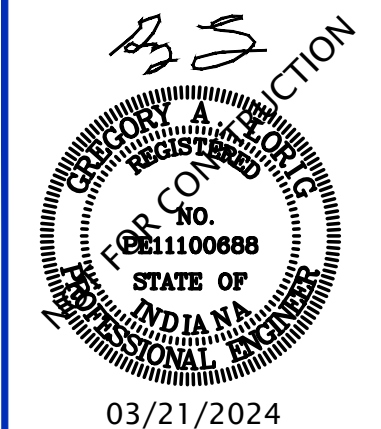
	PROPOSED STORM SEWER CB #1 / 48" Ø 102.221, 102.0M1 R: 100.00 I: 95.00 (W) I: 94.00 (E)		PROPOSED WATER FH #1 C: 100.0 V.B. #1 W/ 6" GATE VALVE C: 100.0 T/P: 95.0		PROPOSED FIRE HYDRANT & NUMBER LABEL V.B. FOR VALVE BOX AND V.V. FOR VALVE IN VAULT SIZE OF GATE VALVE OR TAPPING SLEEVE GROUND ELEVATION TOP OF PIPE ELEVATION
	PROPOSED SANITARY SEWER SAN. MH A / 48" Ø 102.221, 102.0M1 R: 100.00 I: 94.00 (W)		PROPOSED WATER FH #1 C: 100.0 V.B. #1 W/ 6" GATE VALVE C: 100.0 T/P: 95.0		PROPOSED FIRE HYDRANT & NUMBER LABEL V.B. FOR VALVE BOX AND V.V. FOR VALVE IN VAULT SIZE OF GATE VALVE OR TAPPING SLEEVE GROUND ELEVATION TOP OF PIPE ELEVATION

PROJECT CONTACTS

SCHOOL DISTRICT VALPARAISO COMMUNITY SCHOOLS 3801 CAMPBELL STREET VALPARAISO, IN 46385 (219) 531-3000	MUNICIPAL VALPARAISO PLANNING 166 W. LINCOLNWAY VALPARAISO, IN 46383 (219) 462-1161
WATER UTILITY VALPARAISO CITY UTILITIES 205 BILLINGS STREET VALPARAISO, IN 46383 (219) 462-6174	SANITARY SEWER UTILITY VALPARAISO CITY UTILITIES 1251 JOLIET ROAD VALPARAISO, IN 46383 (219) 464-2346
ELECTRIC & GAS UTILITY NIPSCO 801 E. 86th AVENUE MERRILLVILLE, IN 46410 (800) 464-7726	CABLE UTILITY COMCAST 16 W. 84th DRIVE MERRILLVILLE, IN 46410 (219) 738-2780
DEVELOPER/OWNER MJF DEVELOPMENT, LLC 1151 W. US HWY 30 VALPARAISO, IN, 46383 MARKFORSZT@HOTMAIL.COM	TELECOM UTILITY FRONTIER COMMUNICATIONS 2401 CHICAGO STREET VALPARAISO, IN 46383 (219) 531-2118



1155 Troutwine Road
Crown Point, IN 46307
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www.dvgteam.com



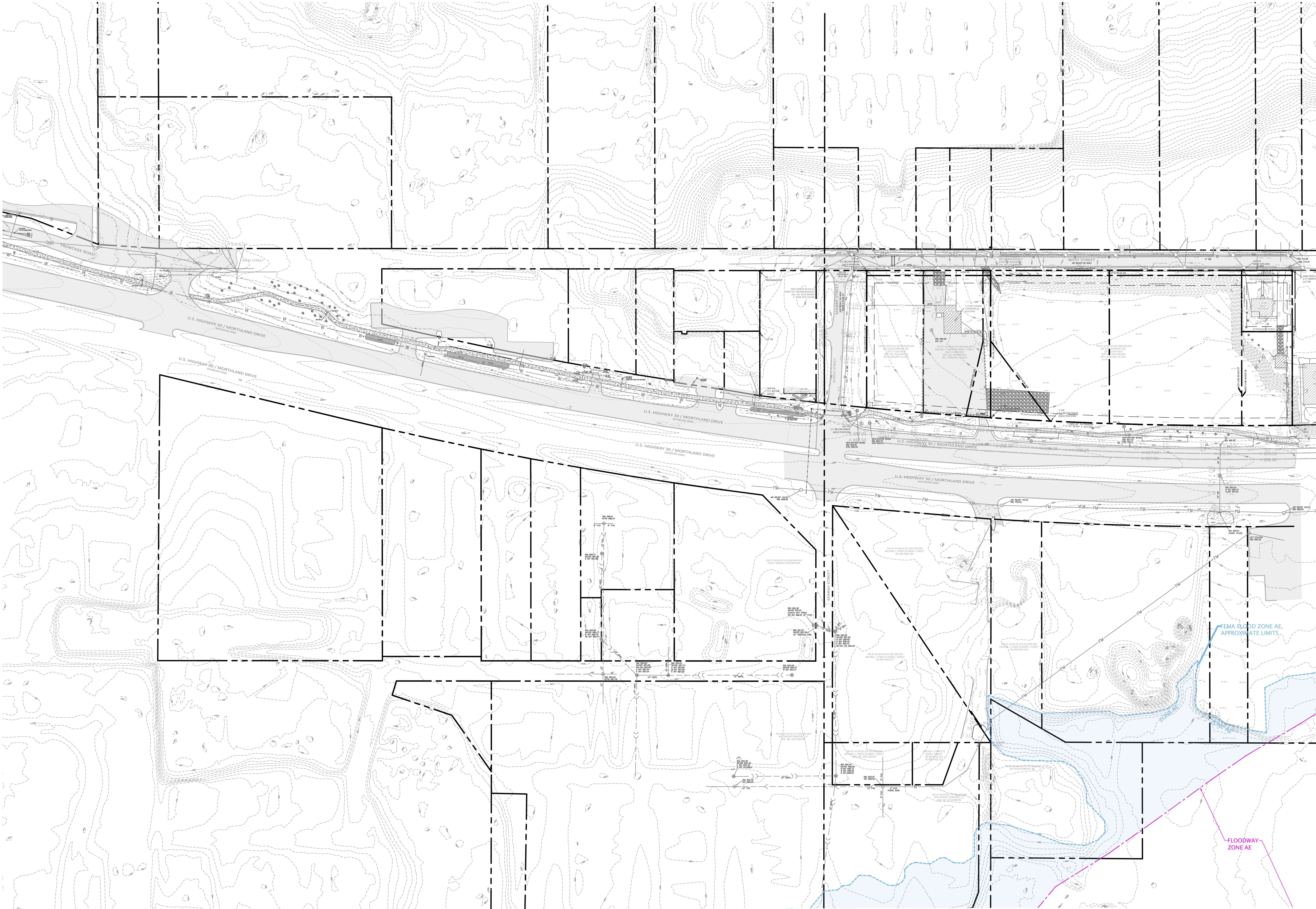
MJF DEVELOPMENT, INC.
1151 W. US HWY 30
VALPARAISO, IN, 46383

DATE:	REVISIONS AND NOTES:

US 30 & MARSH DEVELOPMENT
Cover Sheet

NOT FOR CONSTRUCTION

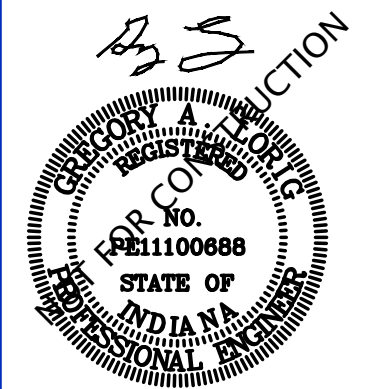
NO SCALE	
© COPYRIGHT 2017 DVG TEAM, INC	
DESIGN BY GMPF	DATE 02/01/24
PROJECT NO. 22-0581	
C001	



DATE OF SURVEY
1. TOPOGRAPHIC SURVEY COMPLETED 3/9/2023 AND 11/22/2023.



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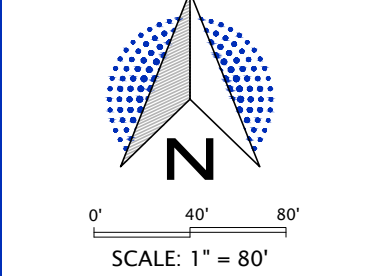


03/21/2024

MJF DEVELOPMENT, INC
1151 W. US HWY 30
VALPARAISO, IN 46383

DATE:	REVISIONS AND NOTES:

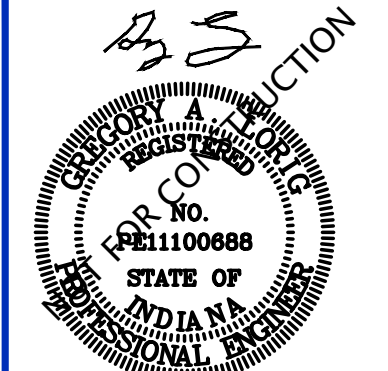
US 30 & MARSH DEVELOPMENT
Existing Conditions (Overall)



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C101A



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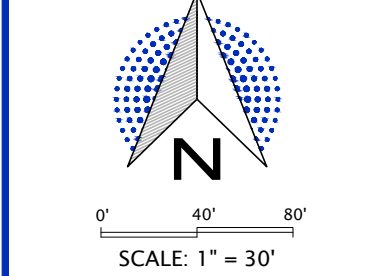


03/21/2024

MJF DEVELOPMENT, INC
1151 W. US HWY 30
VALPARAISO, IN 46383

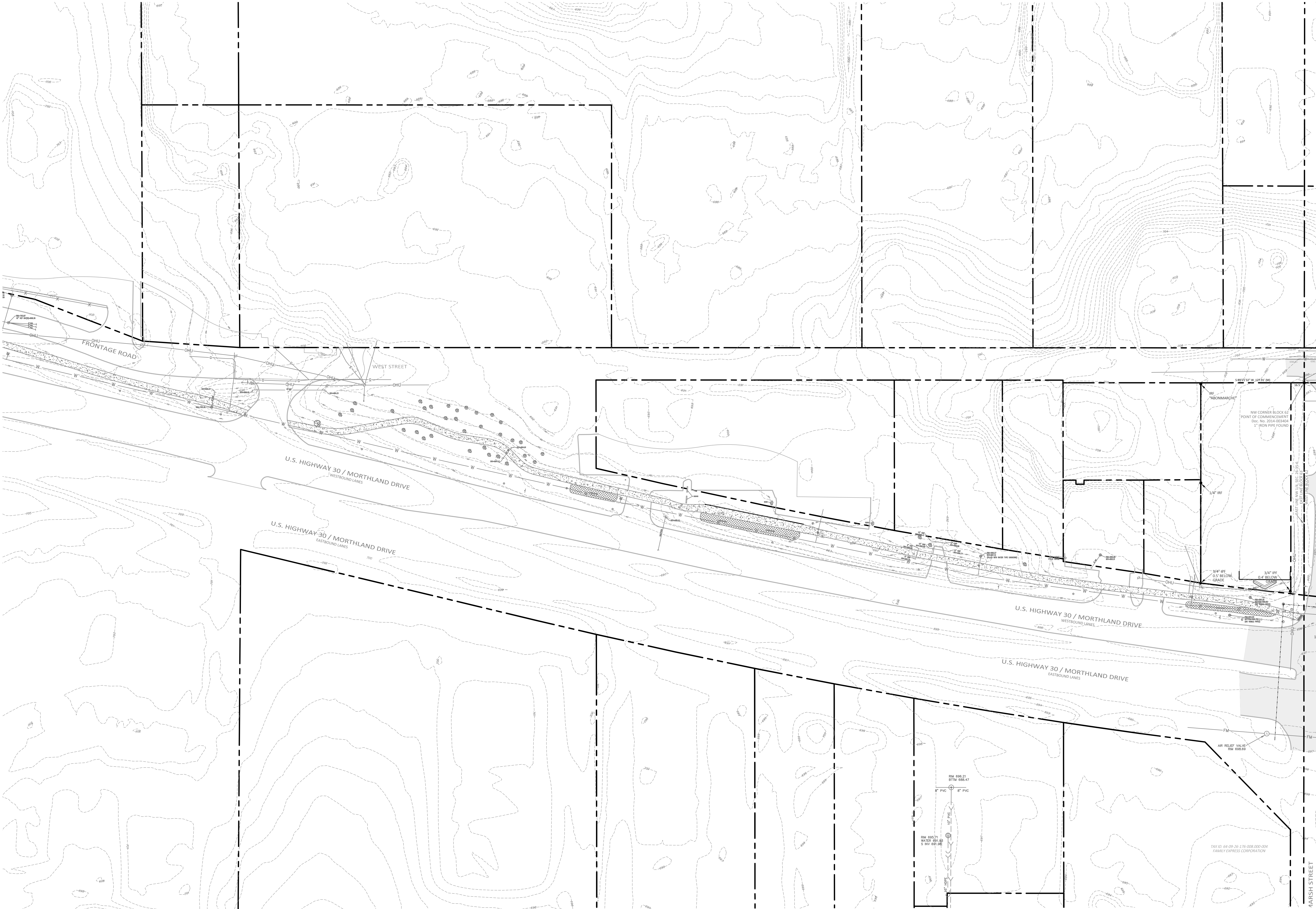
DATE:	REVISIONS AND NOTES:

US 30 & MARSH DEVELOPMENT
Existing Conditions (Subdivision)



DESIGN BY	DATE
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PROJECT NO.	22-0581
C101B	

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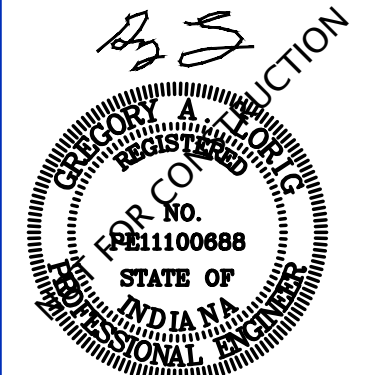


DATE OF SURVEY

1. TOPOGRAPHIC SURVEY COMPLETED 11/22/2023.



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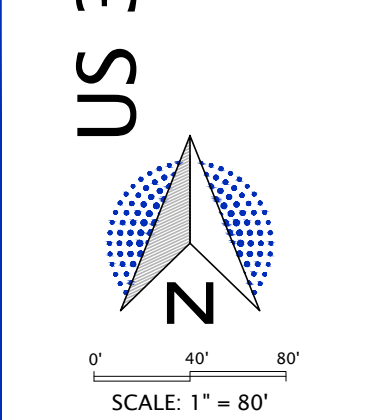


03/21/2024

MJF DEVELOPMENT, INC
1151 W. US HWY 30
VALPARAISO, IN 46383

DATE:	REVISIONS AND NOTES:

US 30 & MARSH DEVELOPMENT
Existing Conditions (West Offsite)



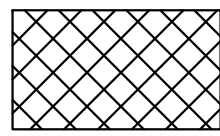
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C101C	

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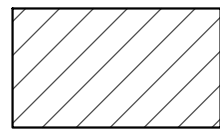
LEGEND



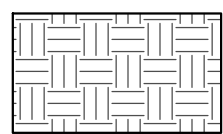
REMOVE BITUMINOUS PAVEMENT
AND SUB-BASE MATERIAL



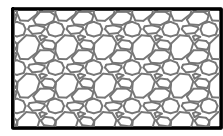
REMOVE CONCRETE AND
SUB-BASE MATERIAL



REMOVE BRICK, CURB, AND
SUB-BASE MATERIAL



CONTRACTOR TO STRIP AND REMOVE
SOD FROM ALL AREAS TO BE
REGRADED AND PROPERLY DISPOSE.
REMOVE SUBGRADE MATERIAL OR
TOPSOIL AS NEEDED



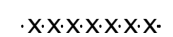
REMOVE AGGREGATE



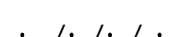
MILL 1.5 INCH ASPHALT SURFACE COURSE



ITEM TO BE REMOVED



LINEAR REMOVAL ITEM



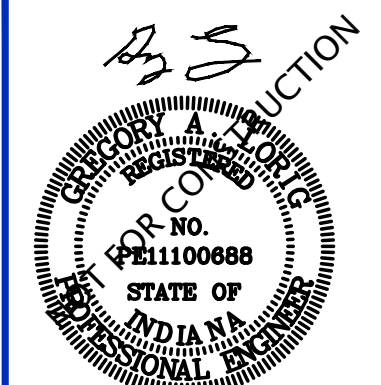
REMOVE SEWER

NOTES

1. NO DEMOLITION SHALL TAKE PLACE UNTIL ALL PERMITS HAVE BEEN ACQUIRED.
2. THE CONTRACTOR SHALL FIELD-VERIFY SITE CONDITIONS AND INFORMATION ON DRAWINGS. PROMPTLY REPORT ANY CONCEALED CONDITIONS, MISTAKES, DISCREPANCIES, OR DEVIATIONS FROM THE INFORMATION SHOWN IN THE CONTRACT DOCUMENTS. THE OWNER IS NOT RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNREPORTED DISCREPANCIES.
3. "REMOVAL" MEANS REMOVAL OF AN ITEM ABOVE GRADE AND REMOVAL OF ALL ELEMENTS BELOW GRADE INCLUDING, BUT NOT LIMITED TO, FOOTINGS, WIRINGS, AND PIPING THAT ARE IMMEDIATELY ADJACENT TO ITEM BEING REMOVED.
4. THE CONTRACTOR SHALL SAW CUT PAVEMENT FULL DEPTH AT LIMITS OF ASPHALT REMOVAL.
5. FOR ALL CONCRETE REMOVAL, THE CONTRACTOR SHALL REMOVE CONCRETE TO NEAREST JOINT, UNLESS NOTED OTHERWISE.
6. EXISTING MATERIALS TO REMAIN AROUND THE CONSTRUCTION AREA SHALL NOT BE DAMAGED DURING CONSTRUCTION. IF ANY DAMAGE IS MADE, THE CONTRACTOR IS RESPONSIBLE TO REPAIR OR RESTORE TO THE ORIGINAL CONDITION AT CONTRACTOR'S OWN EXPENSE.
7. US 30 DEMO AND PAVING WORK SHALL COMPLY WITH ALL CONDITIONS OF INDOT R/W PERMIT. MAINTENANCE TRAFFIC IN ACCORDANCE WITH INDOT STANDARD DRAWINGS & SPECIFICATIONS FOR LANE CLOSURE AND SHOULDER WORK.
8. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING SEPTIC TANK, FIELD AND/OR PIPING AND REMOVE PER PORTER COUNTY HEALTH DEPARTMENT REQUIREMENTS. CONTRACTOR SHALL CONTACT VALPARAISO CITY UTILITY DEPARTMENT AND PORTER COUNTY HEALTH DEPARTMENT TO COORDINATE REMOVAL OF EXISTING SEPTIC FACILITIES.



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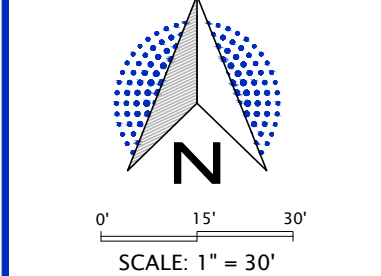


03/21/2024

MJF DEVELOPMENT, INC
1151 W. US HWY 30
VALPARAISO, IN 46383

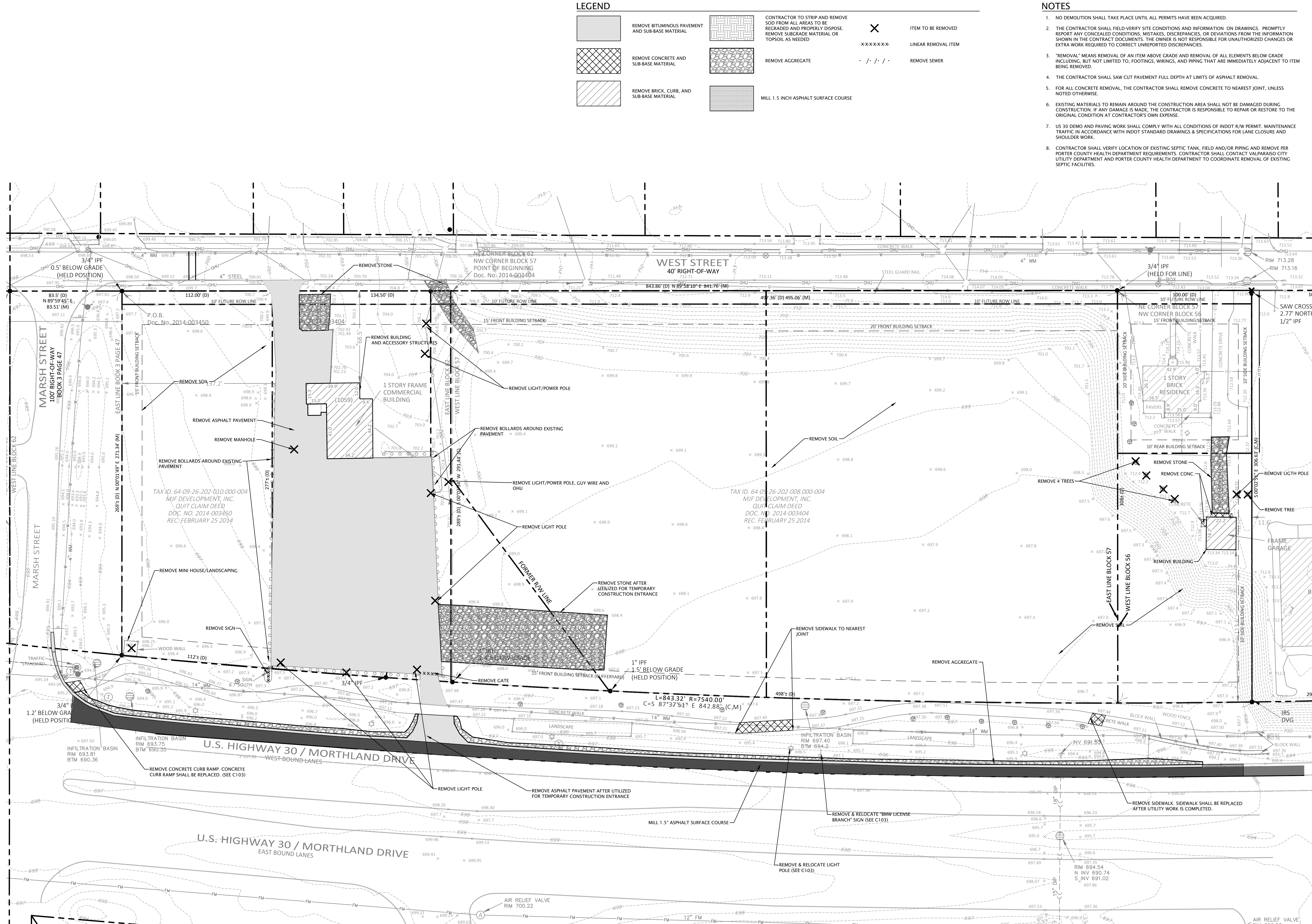
DATE:	REVISIONS AND NOTES:

US 30 & MARSH DEVELOPMENT
Demolition Plan (Subdivision)



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DESIGN BY
GMPF
DATE
02/01/24
PROJECT NO.
22-0581
C102

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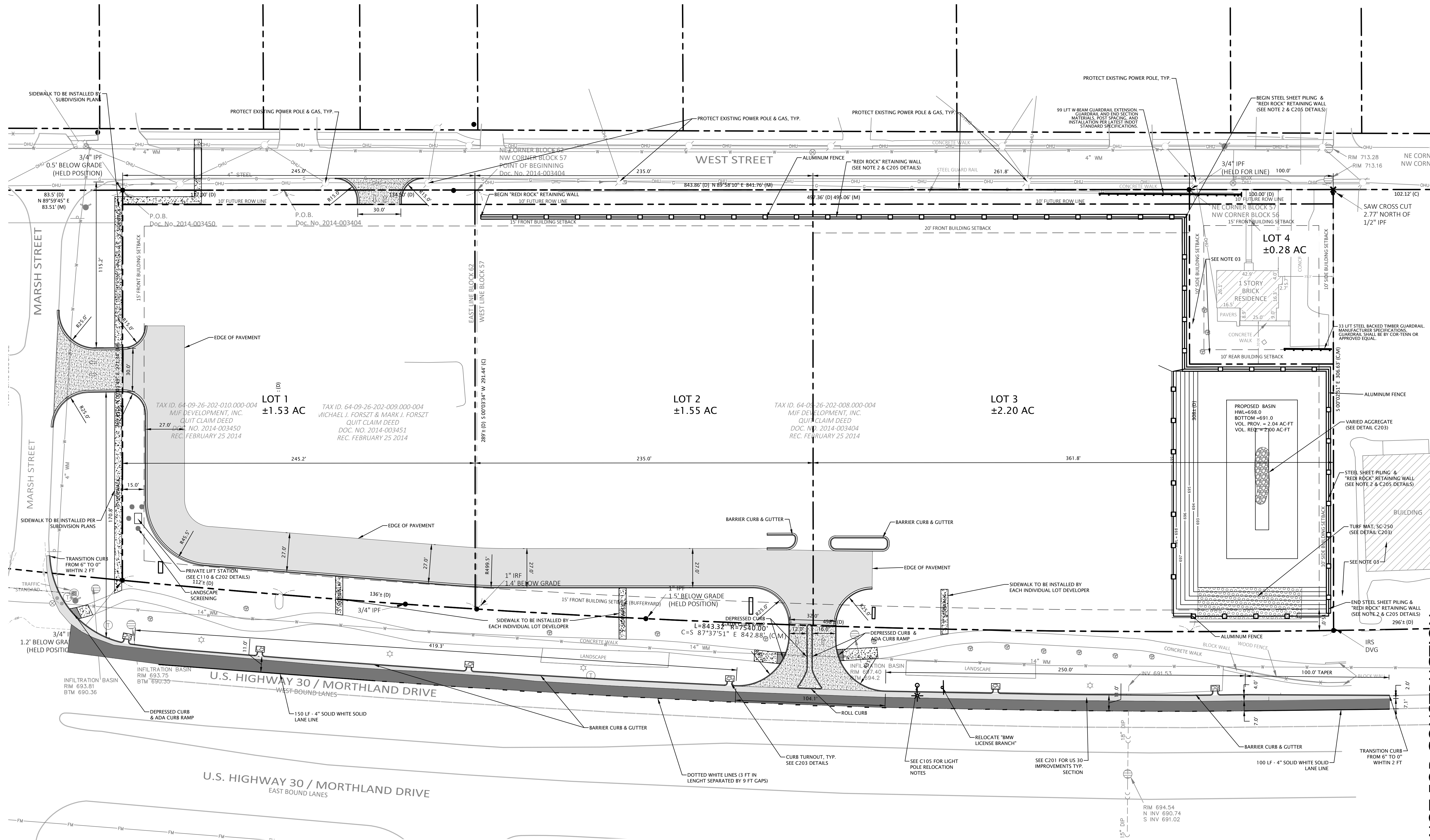


SITE DATA	
ZONING:	CG (GENERAL COMMERCIAL)
LOT 1:	66,650 SQ.FT. = ±1.53 AC
LOT 2:	67,615 SQ.FT. = ±1.55 AC
LOT 3:	96,046 SQ.FT. = ±2.20 AC
LOT 4:	12,131 SQ.FT. = ±0.28 AC

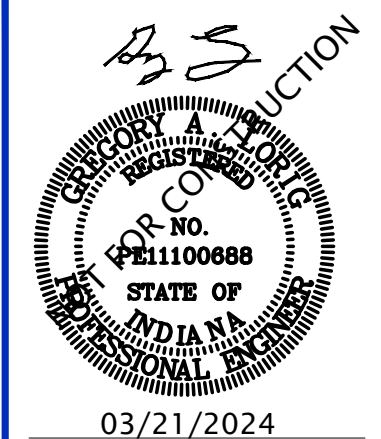
LEGEND	
	CONCRETE SIDEWALK
	ASPHALT PAVEMENT
	CONCRETE DRIVEWAY APRON
	4" (MIN) TOPSOIL & SEEDING/LANDSCAPING (SEE LANDSCAPE PLAN)
	6-INCH BARRIER CURB
	4 FT HIGH FENCE
	1.5-INCH HMA SURFACE COURSE

- NOTES
- DIMENSIONING SHALL BE TO FACE OF CURB; RADII SHALL BE BACK OF CURB UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL CONTACT THE REDI-ROCK REPRESENTATIVE FOR DESIGN DETAILS OF THE WALL. MATERIAL COLOR & TYPE SHALL BE SELECTED BY THE OWNER.

REDI-ROCK REP:
MARK GORCZYCA
MINNICK SERVICES
(260) 494-7534
MARKG@MINNICKSERVICES.COM
 - CONTRACTOR SHALL PROTECT EXISTING BUILDING & BUILDING FOUNDATION DURING WALL CONSTRUCTION. CONTRACTOR SHALL COORDINATE TEMPORARY CONSTRUCTION WORK WITH ADJACENT PROPERTY OWNER.



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03/21/2024

MJF DEVELOPMENT, INC
1151 W. US HWY 30
VALPARAISO, IN 46383

DATE: REVISIONS AND NOTES:	
12/13/23	OUTSIDE DRIVEABLES 27"

US 30 & MARSH DEVELOPMENT

Site Plan

NOT FOR CONSTRUCTION

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DESIGN BY	DATE
GMPF	02/01/24

PROJECT NO. 22-0581

C103A

LOT 1 - OFFICE BUILDING (FUTURE DEVELOPMENT)

- ZONING: CG (COMMERCIAL, GENERAL)
- LOT AREA: 66,650 SQ.FT. = 1.53 AC
- BUILDING AREA: 17,152 SQ.FT. (6,576 SQ.FT./FLOOR) (67'X128')
- IMPERVIOUS COVER: 49,524 SQ.FT. = 1.14 AC
- LANDSCAPING: 17,126 SQ.FT. = 0.39 AC
- PARKING REQUIRED: 51 SPACES (3 SPACE PER 1,000 SQ.FT.)
- PARKING PROVIDED: 63 SPACES (INCLUDES 3 ADA SPACES)
- LSR REQUIRED: 0.25 (US 30 SIGNATURE CORRIDOR) MIN
- LSR PROVIDED: 1-(49,524/66,650) = 0.26
- GROSS FAR REQUIRED: 0.353 MAX
- GROSS FAR PROVIDED: 8,576X2 / 66,650 = 0.257
- NET FAR REQUIRED: 0.543 MAX
- NET FAR PROVIDED: 8,576X2 / (66,650(66,650 X0.25)) = 0.343

LOT 2 - OFFICE BUILDING (FUTURE DEVELOPMENT)

- ZONING: CG (COMMERCIAL, GENERAL)
- LOT AREA: 67,615 SQ.FT. = 1.55 AC
- BUILDING AREA: 17,500 SQ.FT. (6,750 SQ.FT./FLOOR) (70'X125')
- IMPERVIOUS COVER: 56,812 SQ.FT. = 1.17 AC
- LANDSCAPING: 16,803 SQ.FT. = 0.39 AC
- PARKING REQUIRED: 53 SPACES (3 SPACE PER 1,000 SQ.FT.)
- PARKING PROVIDED: 68 SPACES (INCLUDES 3 ADA SPACES)
- LSR REQUIRED: 0.25 (US 30 SIGNATURE CORRIDOR) MIN
- LSR PROVIDED: 1-(49,812 / 67,615) = 0.25
- GROSS FAR REQUIRED: 0.353 MAX
- GROSS FAR PROVIDED: 8,750 X2 / 67,615 = 0.290
- NET FAR REQUIRED: 0.543 MAX
- NET FAR PROVIDED: 8,750 X2 / (67,615(67,615X0.25)) = 0.386

LOT 3 - HOTEL (FUTURE DEVELOPMENT)

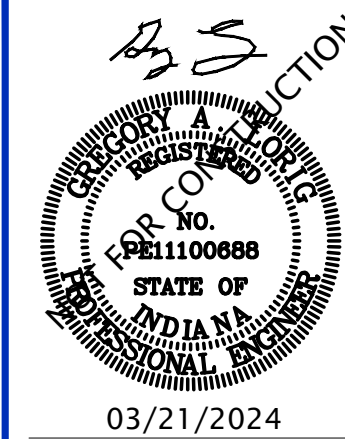
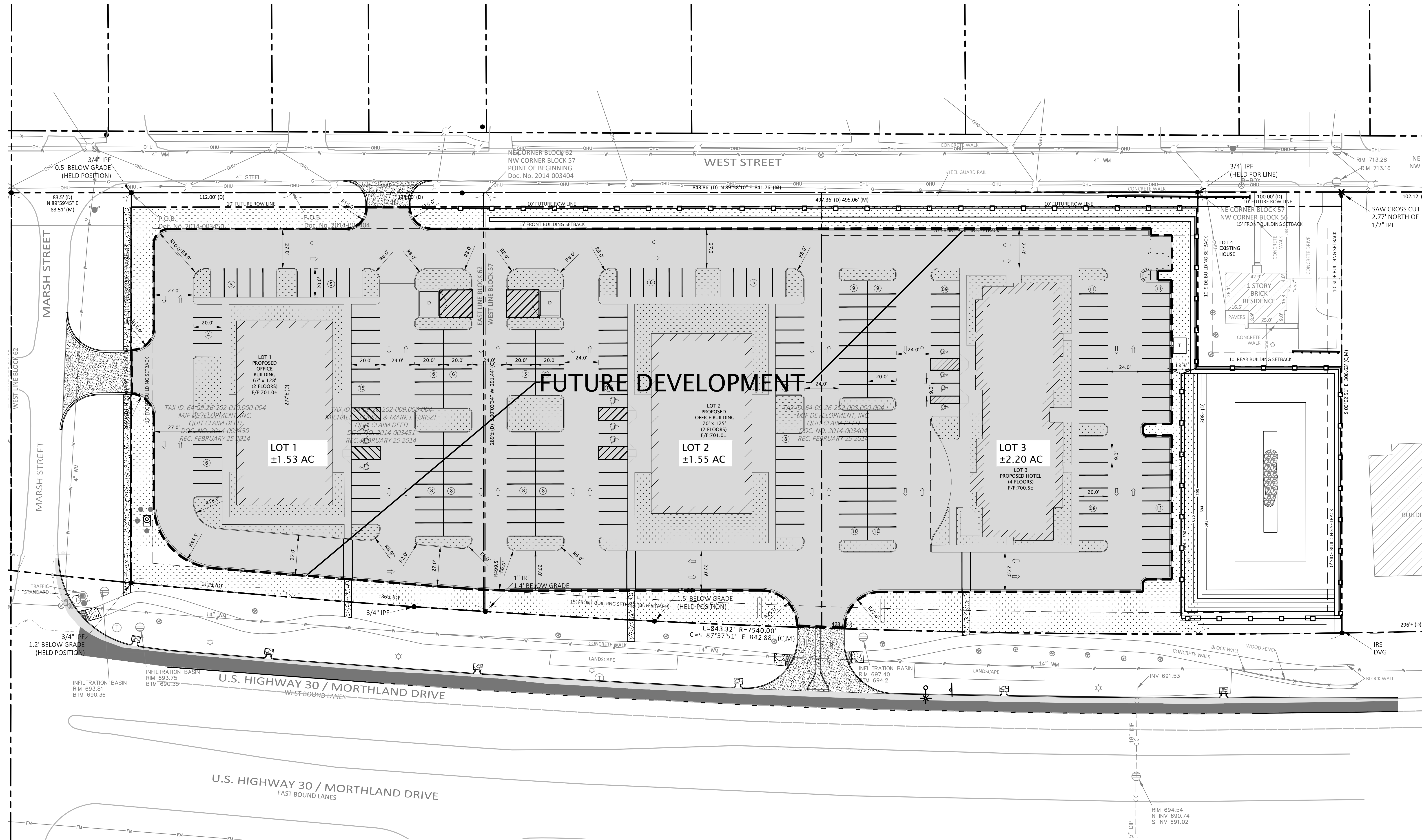
- ZONING: CG (COMMERCIAL, GENERAL)
- LOT AREA: 96,046 SQ.FT. = 2.20 AC
- BUILDING AREA: 38,700 SQ.FT. (9,675 SQ.FT./FLOOR), TOTAL 84 ROOMS
- IMPERVIOUS COVER: 56,334 SQ.FT. = 1.29 AC
- LANDSCAPING: 39,712 SQ.FT. = 0.91 AC
- PARKING REQUIRED: 84 SPACES (1 SPACE PER GUEST ROOM) + 8 SPACES (1 SPACE PER 10 ROOMS)
- PARKING PROVIDED: 92 SPACES
- PARKING PROVIDED: 88 SPACES (INCLUDES 4 ADA SPACES)
- LSR REQUIRED: 0.25 (US 30 SIGNATURE CORRIDOR) (MIN)
- LSR PROVIDED: 1-(56,334/ 96,046) = 0.413
- GROSS FAR REQUIRED: 0.353 (MAX)
- GROSS FAR PROVIDED: 9,675X4 /96,046 = 0.403
- NET FAR REQUIRED: 0.543 (MAX)
- NET FAR PROVIDED: 9,675X4 / (96,046(96,046X0.25)) = 0.537

LOT 4 - EXISTING HOUSE

- ZONING: CG (COMMERCIAL, GENERAL)
- LOT SIZE: 100' X 121.31'
- LOT AREA: 12,131 SQ.FT. = 0.28 AC

NOTES

1. FUTURE DEVELOPMENT WORK SHOWN IS CONCEPTUAL SITE PLAN AND FOR INFORMATIONAL PURPOSES ONLY. FUTURE SITE PLANS SHALL BE PROPOSED FOR EACH LOT AS EACH LOT DEVELOPS.



MJF DEVELOPMENT, INC
1151 W. US HWY 30
VALPARAISO, IN 46383

DATE:	REVISIONS AND NOTES:
12/13/23	OUTSIDE DRIVE/ALLE 27'

US 30 & MARSH DEVELOPMENT
Conceptual Subdivision Plan

NOT FOR CONSTRUCTION

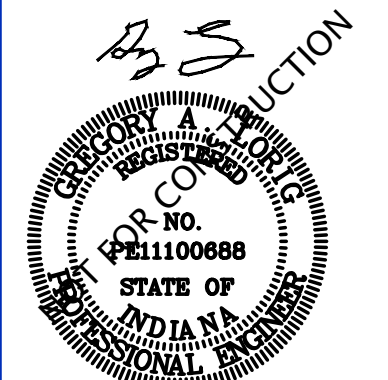
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DESIGN BY GMPF DATE 02/01/24
PROJECT NO. 22-0581
C103B

NOTES

1. MASS GRADING FOR SUBDIVISION WORK SHOWN ONLY. INDIVIDUAL LOT DEVELOPS TO GRADE EACH SITE DURING PARKING LOT AND BUILDING CONSTRUCTION. FUTURE SITE GRADES AND CONSTRUCTION DRAWINGS SHALL BE PROVIDED BY EACH LOT



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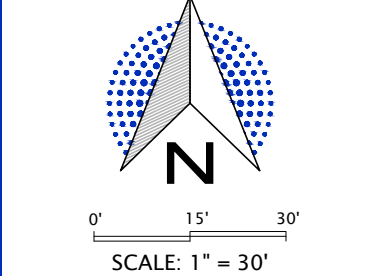


03/21/2024

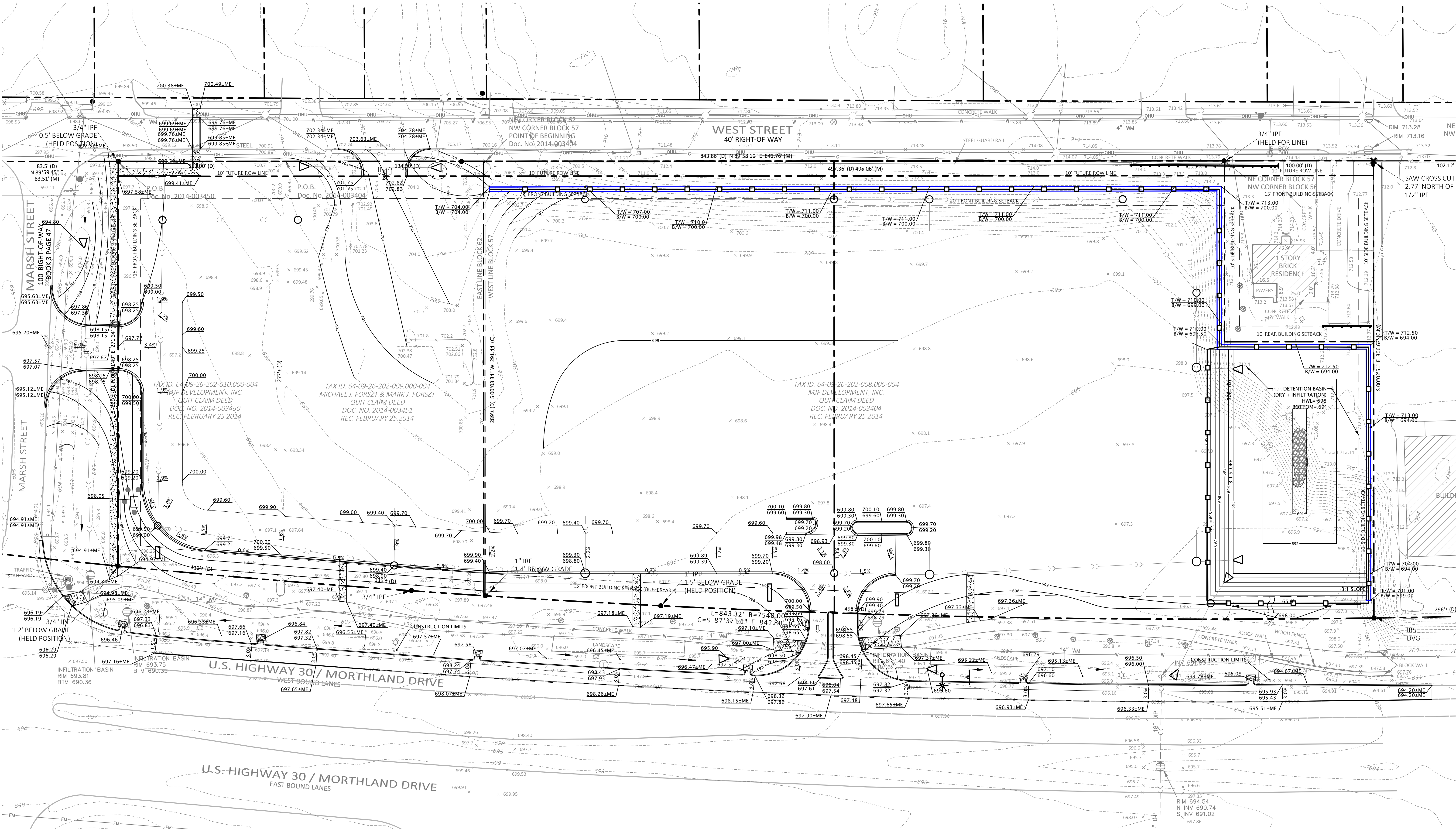
MJF DEVELOPMENT, INC
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VALPARAISO, IN 46383

DATE:	REVISIONS AND NOTES:

US 30 & MARSH DEVELOPMENT
Grading Plan

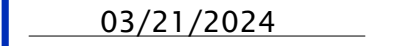
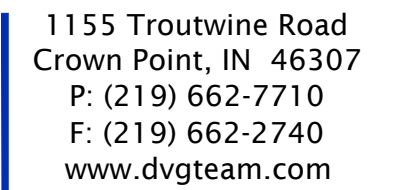


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22-0581
C104



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1. ALL DRAIN TILES THAT ACTIVELY SERVICE OFF-SITE AREAS SHOULD BE TIED INTO THE PROPOSED STORMWATER MANAGEMENT SYSTEM. ALL DRAIN TILES DEEMED TO BE NON-FUNCTIONING OR ONLY SERVICE THE SUBJECT PROPERTY SHOULD BE REMOVED IN THEIR ENTIRETY. NO DRAIN TILES SHALL BE ABANDONED IN-PLACE.
2. STORM SEWER AND SANITARY TRENCH BACKFILL SHALL BE CONSTRUCTED AS IN PAVEMENT AREA FOR FUTURE DEVELOPMENT. SEE DETAILS C201

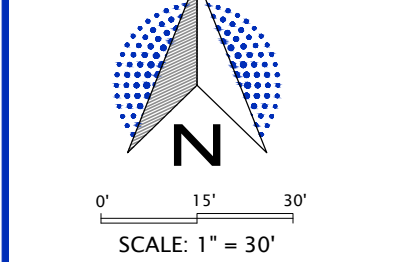


MJF DEVELOPMENT, INC
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VALPARAISO, IN 46383

DATE:	REVISIONS AND NOTES:

US 30 & MARSH DEVELOPMENT

Overall Utility Plan - Subdivision

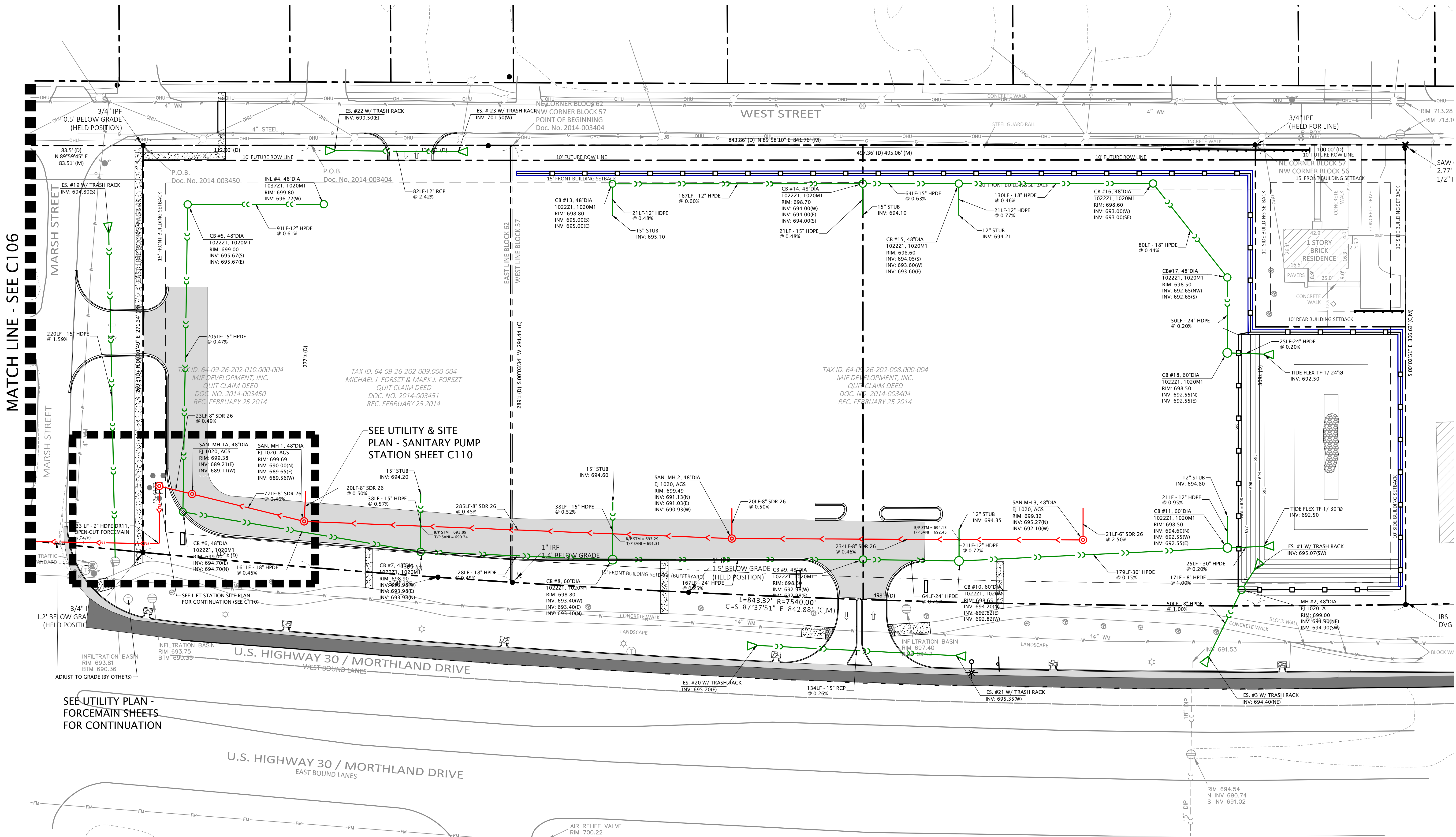


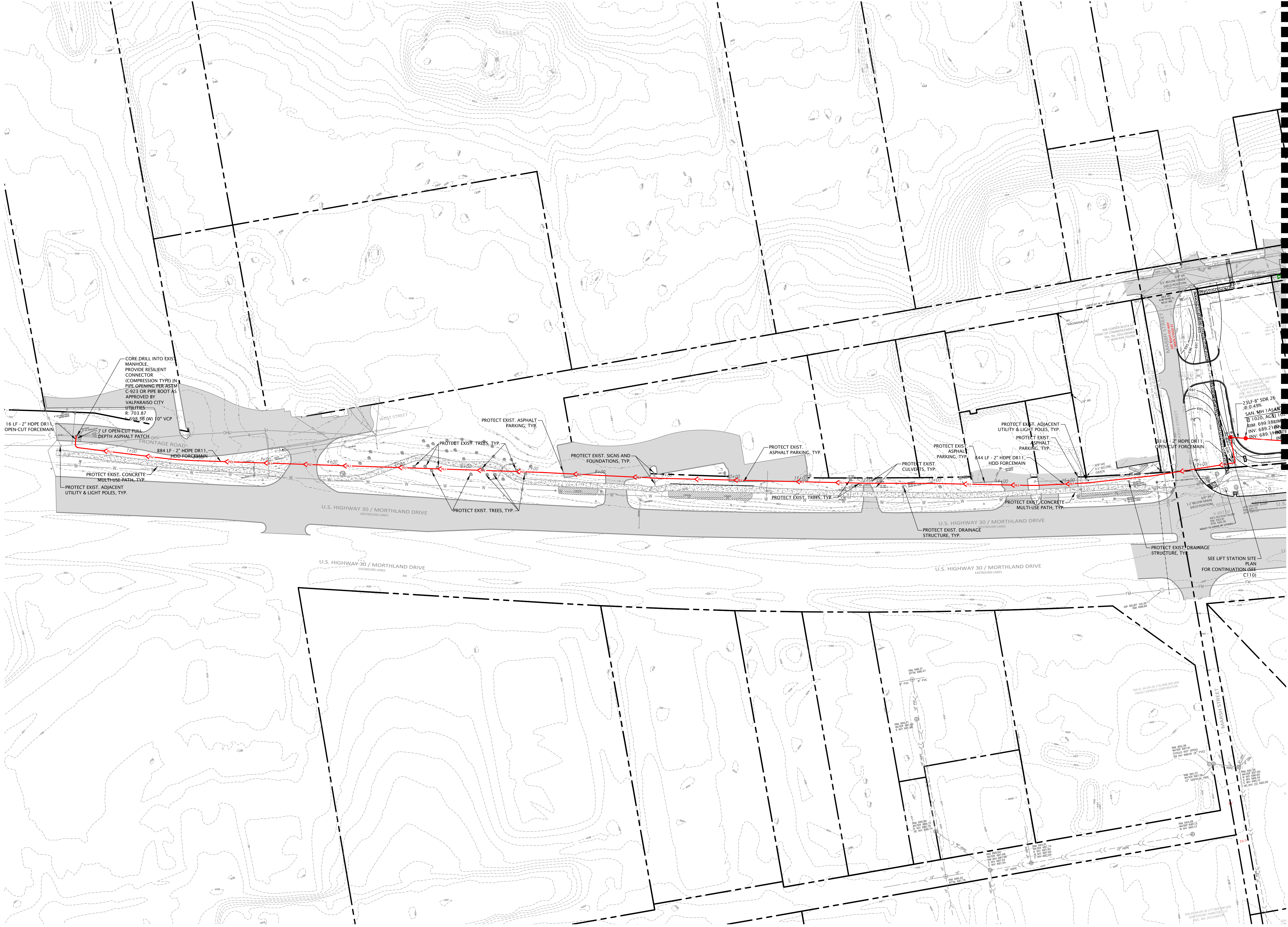
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C105

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MATCH LINE SEE - C105

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1151 W. US HWY 30

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DATE:	REVISIONS AND NOTES:

SCALE: 1" = 60'

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DESIGN BY HRS

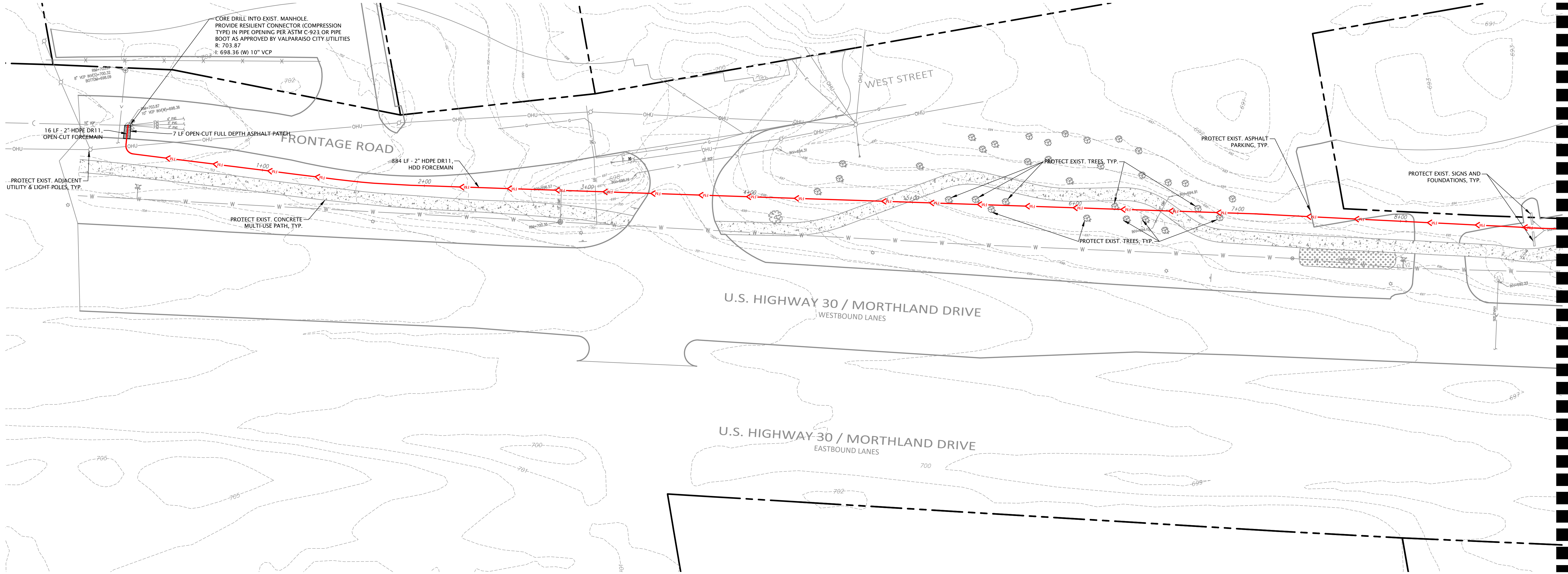
DATE 02/01/24

PROJECT NO. 22-0581

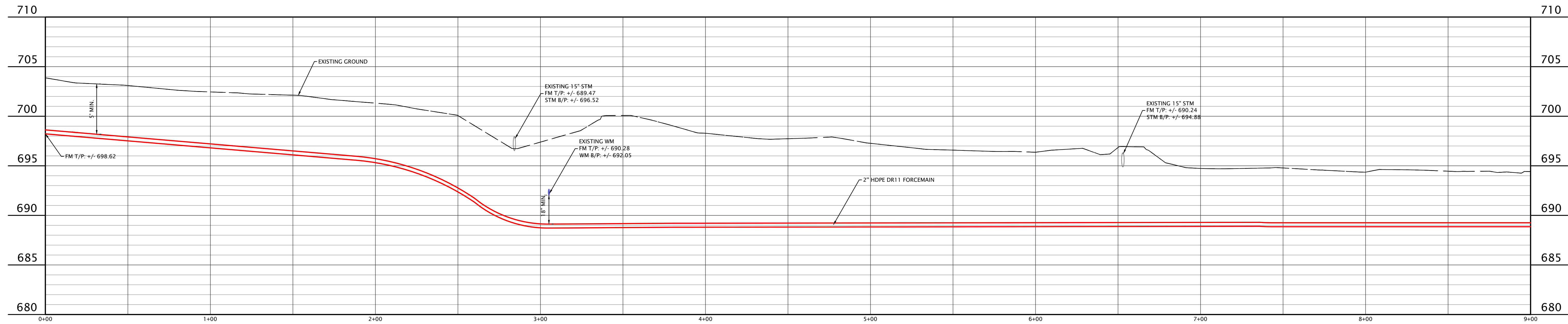
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US 30 & MARSH DEVELOPMENT

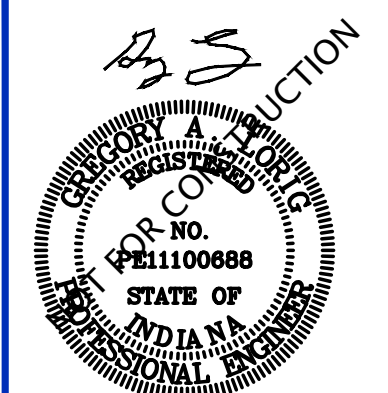
Overall Utility Plan - Forcemain



MATCH LINE SEE - C108



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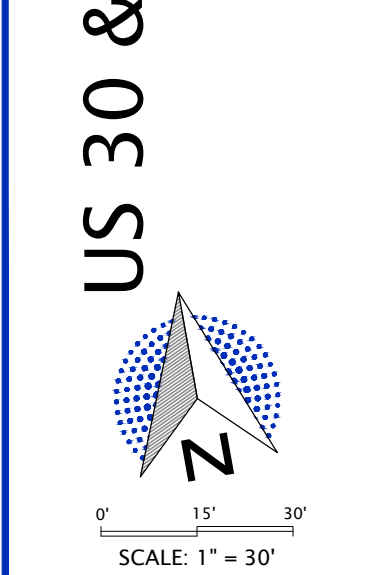


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US 30 & MARSH DEVELOPMENT
Utility Plan - Force main
Plan & Profile



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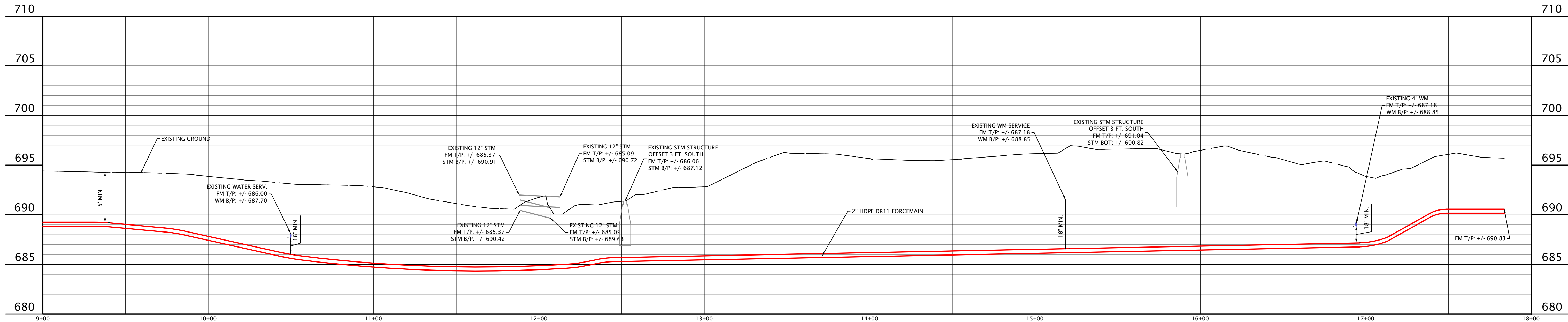
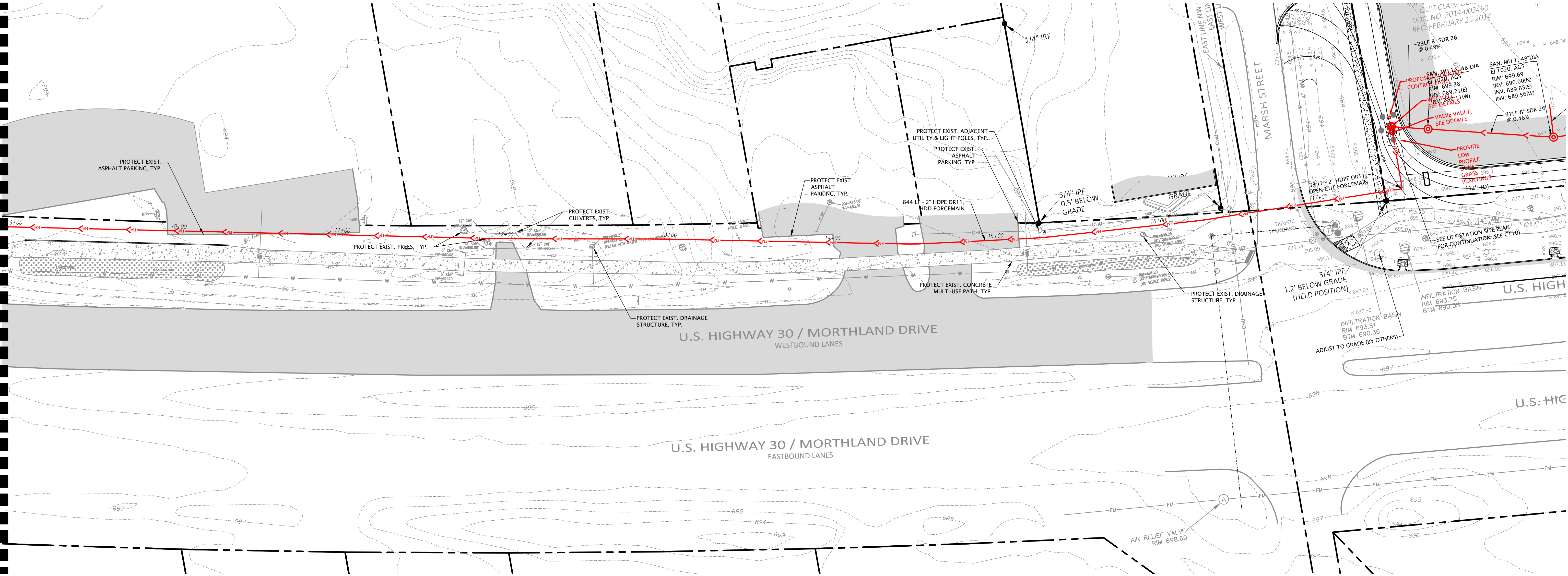
DESIGN BY: HRS DATE: 02/01/24

PROJECT NO.: 22-0581

C107

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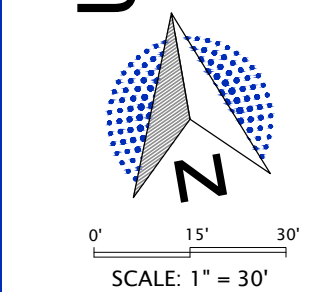
MATCH LINE - SEE C107



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US 30 & MARSH DEVELOPMENT

Utility Plan - Forcemain
Plan & Profile

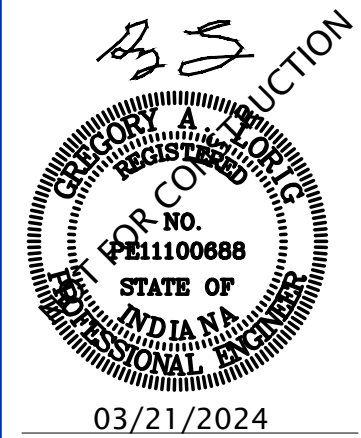


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PROJECT NO.		22-0581	
		C108	

DATE: REVISIONS AND NOTES:

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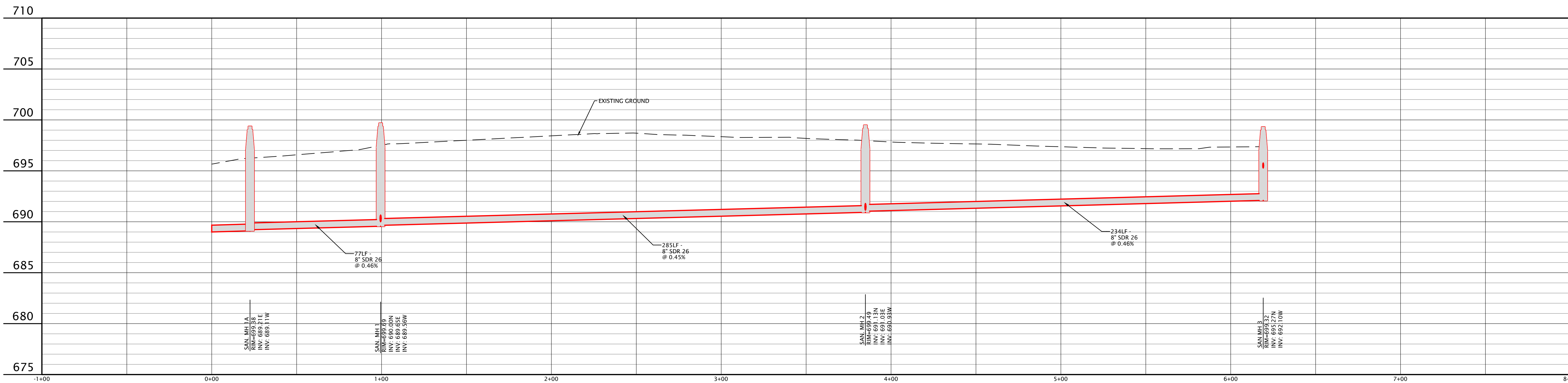
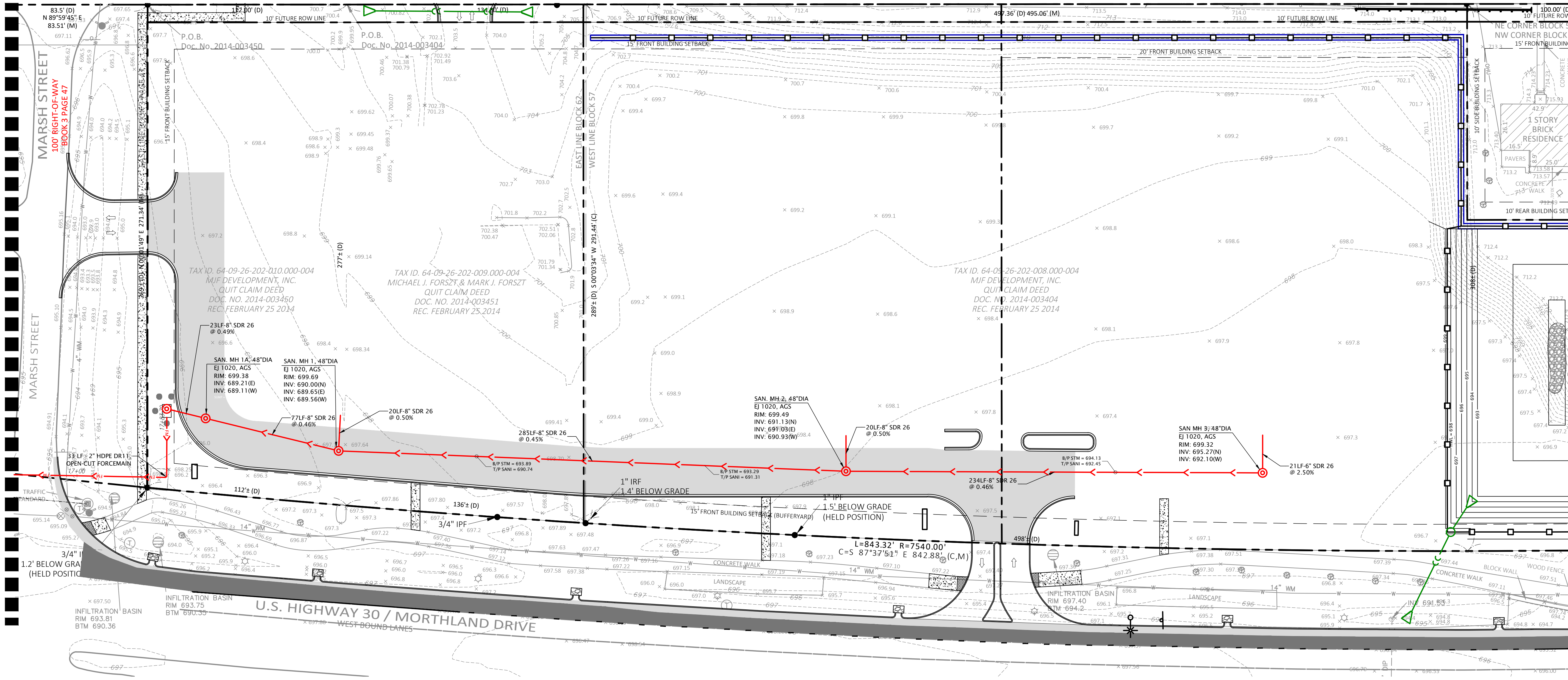
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MATCH LINE - SEE C107



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US 30 & MARSH DEVELOPMENT
Utility Plan - Sanitary Sewer
Plan & Profile

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DESIGN BY GMPF DATE 02/01/24
PROJECT NO. 22-0581
C109

DATE:	REVISIONS AND NOTES:

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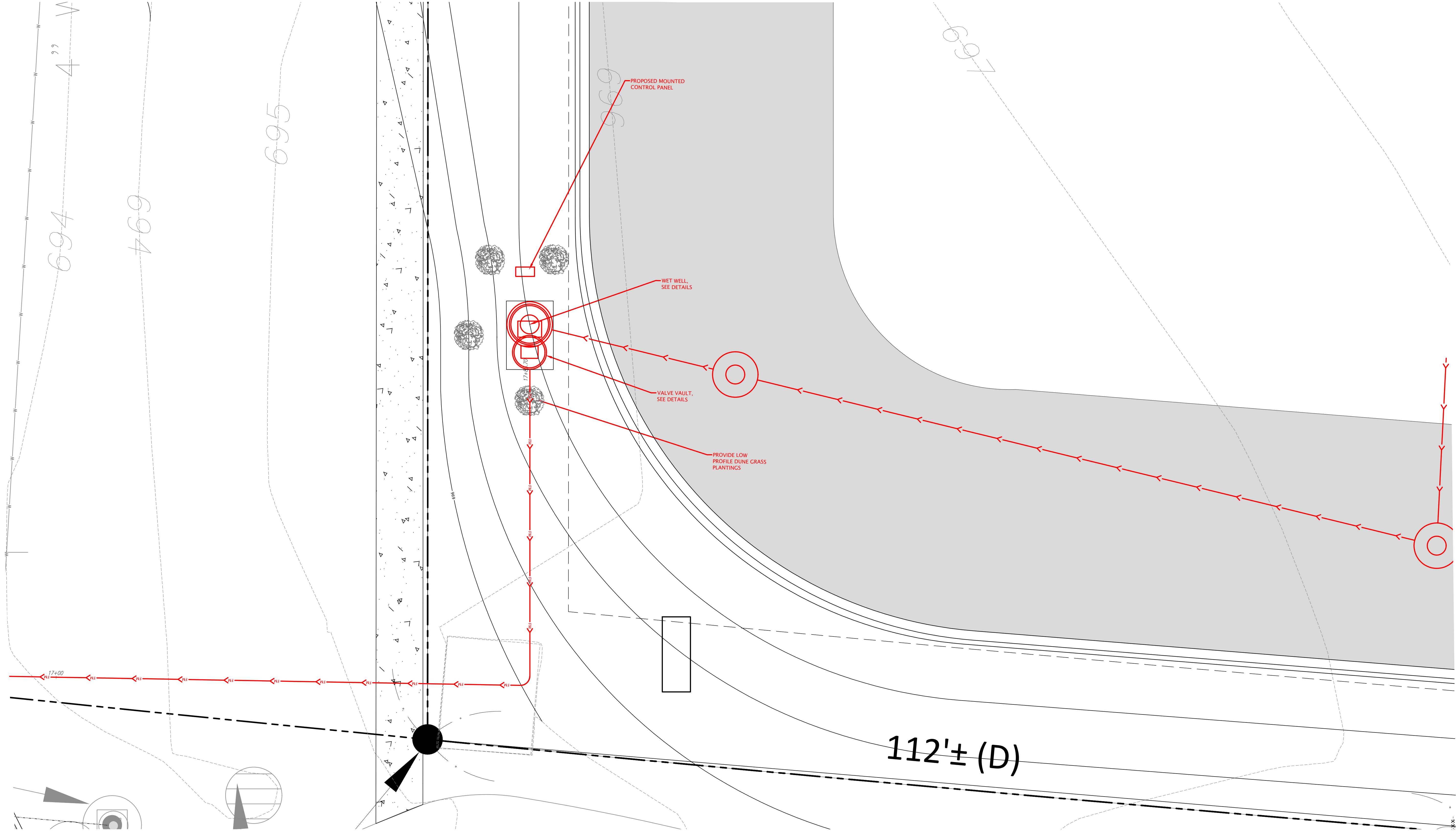
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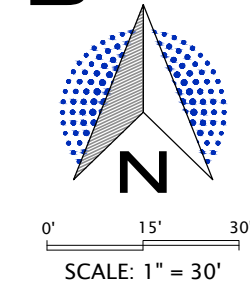
OR NO. PE1100888
STATE OF INDIANA
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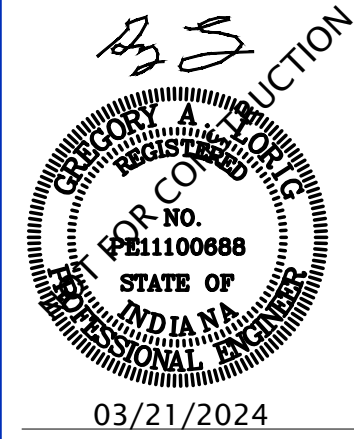
DESIGN BY		DATE
HRS		02/01/24
PROJECT NO.		22-0581
C110		

US 30 & MARSH DEVELOPMENT

Lift Station Site Plan

DATE	REVISIONS AND NOTES

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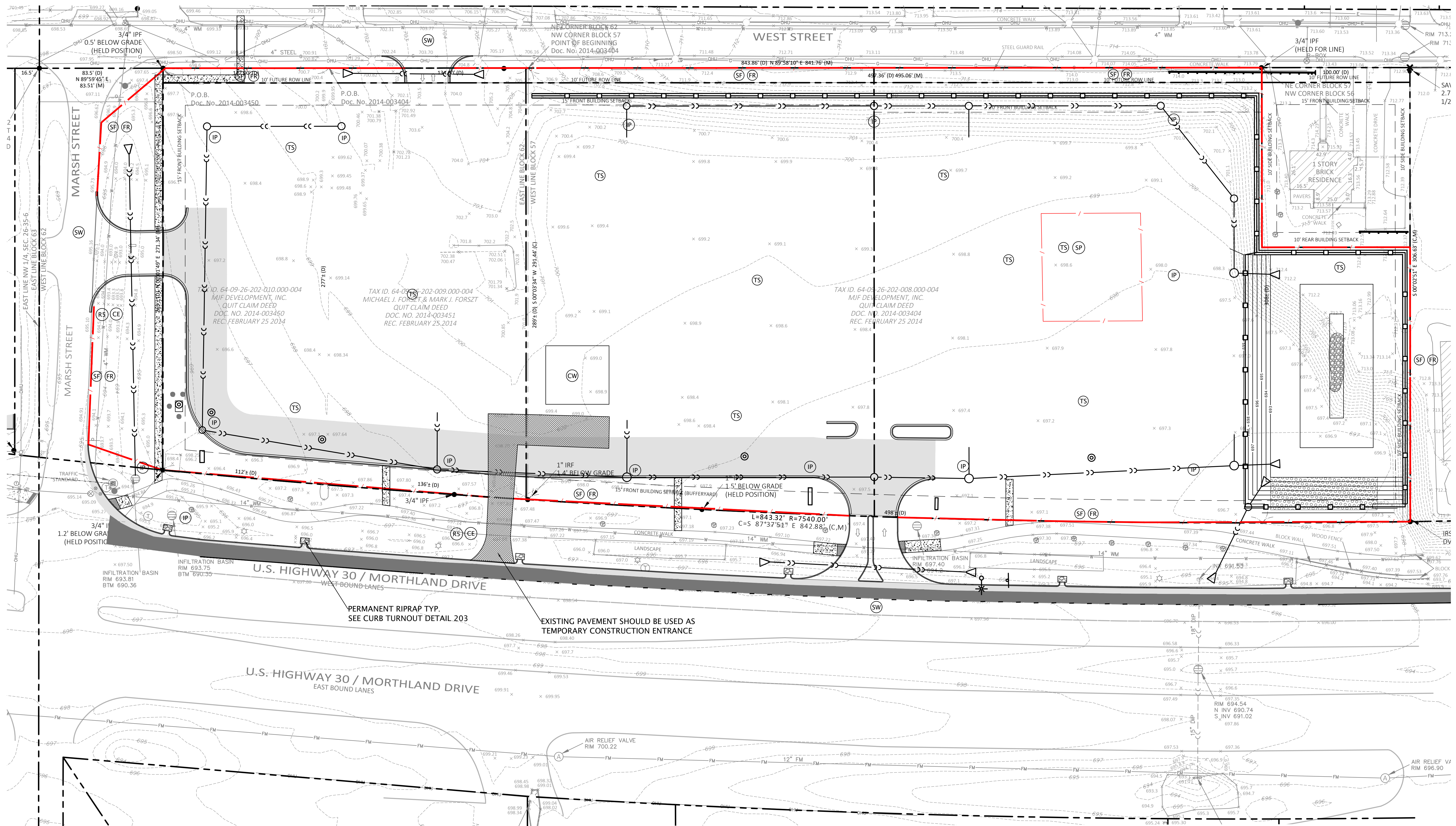
LEGEND

- | | | | | |
|-----------|---|---|------|-------------------------------|
| (CE) | TEMPORARY CONSTRUCTION ENTRANCE |  | (SW) | STREET SWEEPING |
| (IP) | INLET BARRIER PROTECTION | | (CW) | CONCRETE WASHOUT |
| (TS) | TEMPORARY/PERMANENT SEEDING | | (RS) | BUILDING & STORMWATER PERMITS |
| (SF) (FR) | SILT FENCE/FIBER ROLLS
(MAY BE USED INTERCHANGEABLY WHERE
REQUIRED) |  | (SP) | STOCKPILE |
| (ER) | EROSION CONTROL BLANKET |  | | |

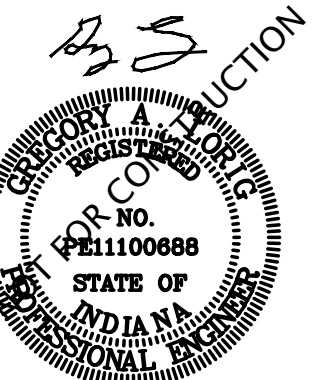
CONCRETE WASHOUT SIGNAGE

NOTES

1. THE SITE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN DURING DEMOLITION AND CONSTRUCTION ACTIVITIES. MEASURES MUST BE IMPLEMENTED PRIOR TO BEGINNING CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE AND/OR CLEANING TO THE STRUCTURE OR FENCE OR CORRECTIVE WORK INCURRED BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
3. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE S.W.P.P.P. ANY FINES OR PUNITIVE MEASURES INCURRED BY THE PROJECT DUE TO FAILURE TO COMPLY WITH THE S.W.P.P.P. ARE THE RESPONSIBILITY OF THE CONTRACTOR. THESE COSTS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND SHALL NOT BE CONSIDERED AN EXTRA.
4. DURING THE COURSE OF CONSTRUCTION, THE LOCAL ENFORCEMENT OF THE S.W.P.P.P. MAY REQUIRE ADDITIONAL EROSION CONTROL MEASURES TO BE INSTALLED TO ADDRESS SITE-SPECIFIC TIES NOT ANTICIPATED BY THIS PLAN. THESE SHALL BE CONSIDERED AN EXTRA TO THE CONTRACT, BUT ONLY TO THE EXTENT OF INITIAL INSTALLATION. CORRECTIVE WORK AND MAINTENANCE SHALL BE CONSIDERED INCIDENTAL AND SHALL NOT BE CONSIDERED AN EXTRA.
5. THE SITE CONTRACTOR SHALL INSTALL THE CONSTRUCTION ENTRANCE AND PLACE PERIMETER SILT FENCING/FIBER ROLLS PRIOR TO COMMENCING ANY SOIL DISTURBANCE. SEE SITE PLAN FOR LOCATIONS. THE CONSTRUCTION ENTRANCE SHALL SERVE AS SITE ACCESS FOR ALL CONSTRUCTION TRAFFIC INGRESS AND EGRESS TO THE PROJECT SITE.
6. THE SOIL STOCKPILE SHALL BE PROTECTED BY SILT FENCE/FIBER ROLLS SURROUNDING THE PILE AND THE PILE SHALL BE TEMPORARILY SEEDED IF THE STOCKPILE REMAINS DORMANT FOR GREATER THAN 7 DAYS. THE PILE SHALL BE STABILIZED WITHIN 14 DAYS.
7. DURING SOIL-DISTURBING ACTIVITIES, THE CONTRACTOR SHALL CREATE DIVERSION SLEAVES AND INSTALL DITCH CHECKS SO THAT ALL SITE RUNOFF PASSES THROUGH AN EROSION CONTROL MEASURE PRIOR TO BEING DISCHARGED OFF-SITE.
8. UPON COMPLETION OF THE ROUGH GRADING, ALL AREAS AFFECTED BY CONSTRUCTION SHALL BE TEMPORARILY SEEDED IF THEY WILL REMAIN DORMANT FOR GREATER THAN 7 DAYS. THESE AREAS SHALL BE STABILIZED WITHIN 14 DAYS OF REMAINING DORMANT AND EROSION CONTROL BLANKETS SHALL BE INSTALLED ON SIDE SLOPES AS SHOWN ON THE PLANS.
9. CONTRACTOR SHALL PERFORM STREET SWEEPING WHENEVER TRACKING OF MUD, DIRT, AND CONSTRUCTION DEBRIS OCCURS ON THE PUBLIC ROAD.



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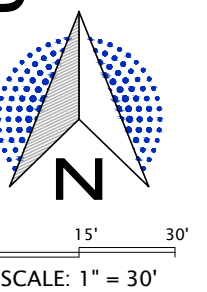
3/21/2024

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DATE:	REVISIONS AND NOTES:
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US 30 & MARSH DEVELOPMENT

Storm Water Pollution Prevention Plan



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SIGN BY GMPF	DATE 02/01/24
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OBJECT NO.
22-0581

C111

SITE DEVELOPMENT
COMMON EXCAVATION AND EARTHWORK
GENERAL SPECIFICATIONS

A Geological Investigation report by the OWNER shall be considered a part of this plan set.

1.0 Quality Assurance:

- Contractor shall notify the Construction Manager, Architect, Engineer and testing laboratory inspector when common excavation and earthwork is scheduled. Earthwork operations which require inspecting and testing by testing laboratory inspector shall not be performed unless testing laboratory inspector is present.
- Contractor shall provide a 1-year warranty against settlement and damage caused by settlement for common excavation and earthwork.
- If settlement occurs within 1 year after the date of Substantial Completion, the Contractor shall remove the affected surface feature, provide additional suitable fill, thoroughly compact and restore the surface feature to its original undisturbed condition.

2.0 Testing:

- An inspector from the Owner's soils testing laboratory shall, during the common excavation work operations, provide the following services:
 - Test & Classify on-site excavated soils for reuse as topsoil, common site fill, embankment fill and structural fill.
 - Test materials furnished from any off-site sources to verify compliance with specified requirements.
 - Observe proofing rolling of exposed subsoil in areas where grades will be raised and provide recommendations for soil correction to ensure that unstable materials have been removed.
 - Inspect placement and compaction of common site fill, embankment fill and structural fill to ensure the material being compacted is in accordance with specified requirements. For each lift, a minimum of 1 density test for every 10,000 square feet of lawn surface area, and 5,000 square feet of paved surface area, and 500 square feet of proposed building area is required.
 - Density tests are required for all subgrade/subsoil in areas that have been cut to rough grade elevations, after soils have been compacted to ensure soil compaction density is in accordance with the specified requirements. Test frequency shall be as described above in sub-paragraph 1 d..
- Tests and analysis of fill materials shall be performed in the laboratory in accordance with ASTM D1557.
- Testing shall be performed as directed by the Soils Report Engineer. Compaction Testing shall be performed in accordance with ASTM D2922 and D3017.

3.0 Special Weather Protection:

- Construction shall be limited during cold weather to prevent the formation of frost and snow accumulation to occur in materials used for site fill or in soils where site excavation is taking place. All areas that are scheduled for excavation activity shall be protected from freezing and snow accumulation. Any frozen material shall be removed and disposed of off site.

4.0 Clearing & Grubbing:

- Contractor shall provide all clearing, grubbing, removal and disposal of all vegetation and debris related to the existing site conditions.
- Vegetation debris shall be removed from site and transported to a local and state authorized disposal sites.

5.0 Top Soil Stripping:

- The project has a depth of topsoil variation throughout the site. The geotechnical report shows the topsoil depths at several locations throughout the project site. The Contractor shall strip and stockpile all topsoil at the location designated in the Site Development Drawings or as directed by the owner.
- Topsoil removal material shall consist of fertile, friable, organic surface soil stripped from the site and shall be free of subsoil, brush, turf grasses, weeds, roots, stumps, stones larger than 1-inch in diameter and other contaminated matter."
- Topsoil shall be stockpiled so that it may be reused and re-spread on site over Lawn and Landscaped areas.
- The topsoil stockpile area shall be properly protected against soil erosion into the adjacent drainage system.

6.0 Borrow Material/Embankment & Structural Fill Material:

- Borrow material for structural fill shall be first excavated from on site source locations as defined by the Soils Report Engineer.
- Structural fill material shall be placed under all utility trench corridors, building pad locations, paved parking, driveway, sidewalk and roadway areas.
- Common site and embankment fill shall be placed under lawn, landscape and detention pond areas.
- Maintain moisture content of structural fill within plus or minus 3 percent of the optimum moisture content as determined by the Modified Proctor Test.
- Contractor shall provide subgrade conditions meeting the design grades for pavements, exterior walks, curbs and building pads.
- Contractor shall only place approved fill material under proposed building pads and parking areas
- Contractor shall undercut any areas that do not meet the requirements for structural fill and shall replace with structural fill.

7.0 Excavation:

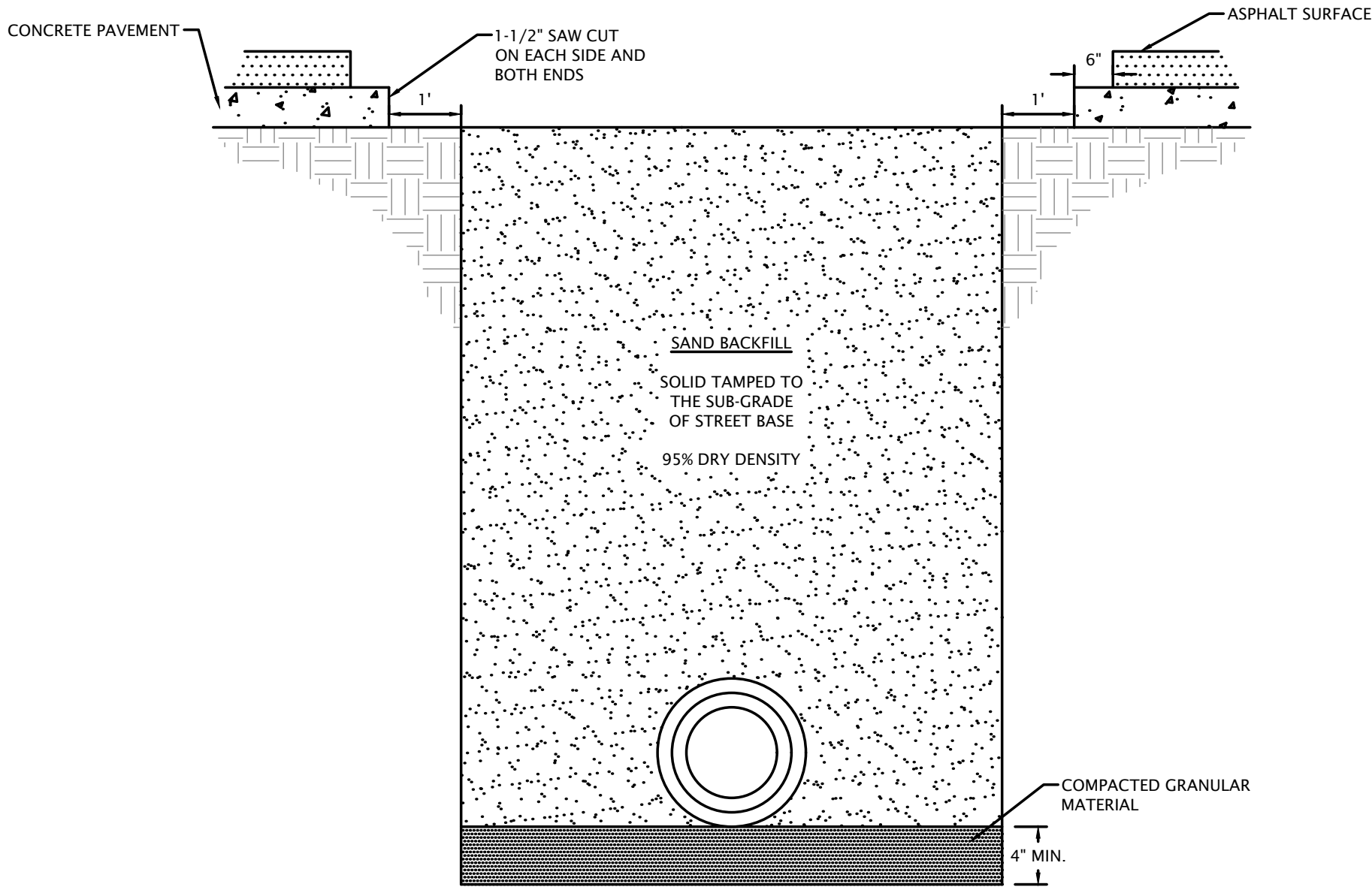
- Protect all existing natural features on site.
- Install soil erosion prevention measures in accordance with local and state ordinances and in accordance with the soil erosion control project drawings.
- All proposed contours shown on this set of plans are proposed surface elevation. All fill shall be placed as structural fill for buildings and parking lots.
- Prior to excavation an on-site Pre-construction Meeting shall be held between the Engineer, Owner/Owner's Representative and General Contractor to discuss earthwork protocol.
- During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if ordinarily encountered at the site, the party discovering such conditions shall promptly notify the Owner/Owner's Representative/General Contractor and the Engineer in writing of the specific differing conditions. Upon written notification, the Engineer and Owner/Owner's Representative/General Contractor will investigate the conditions, and determine if adjustments to the Construction Documents and/or to the Contract are warranted. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice of a changed condition.

8.0 Compaction:

- Exercise care when compacting exposed soils relative to water table, rain or other moisture conditions.
- Maintain moisture content of embankment material and structural fill material near optimum as recommended by the soils testing laboratory and Soil Boring Engineer. Maintain optimum moisture content of backfill and fill material to attain the required compaction density.
- Backfill common site fill, embankment fill, structural fill and utility trenches to contours and elevations defined on the project site development plans.
- Systematically backfill to allow maximum time for optimum compaction and do not backfill over porous, wet or spongy subgrade surfaces.
- Employ a soils placement and compaction method that does not disturb or damage work performed and that maximizes soil compaction.
- All common site, embankment and structural fill shall be place and compacted in continuous layers/lifts not exceeding 8-inches loose depth.
- Compact subsoil for structural fill to 95% of the Modified Proctor Maximum Dry Density (ASTM D1557) beneath all building pad locations.
- Compact subsoil for structural fill to 95% of Modified Proctor Maximum Dry Density (ASTM D1557) beneath all pavement areas and utility corridor trenches.
- Compact subsoil for common site fill and embankment fill to 90% of the Modified Proctor Maximum Dry Density (ASTM D1557) beneath all lawn, landscape and detention pond areas.
- Compact subsoil under building pad area to achieve soil-bearing capacities of 3,000 psf at a distance of 4-feet below the proposed finish floor elevations of all building ads.
- If tests indicated work does not meet specified requirements, all sub-standard work shall be immediately removed, replaced and retested at no expense to the Owner.

GENERAL NOTES

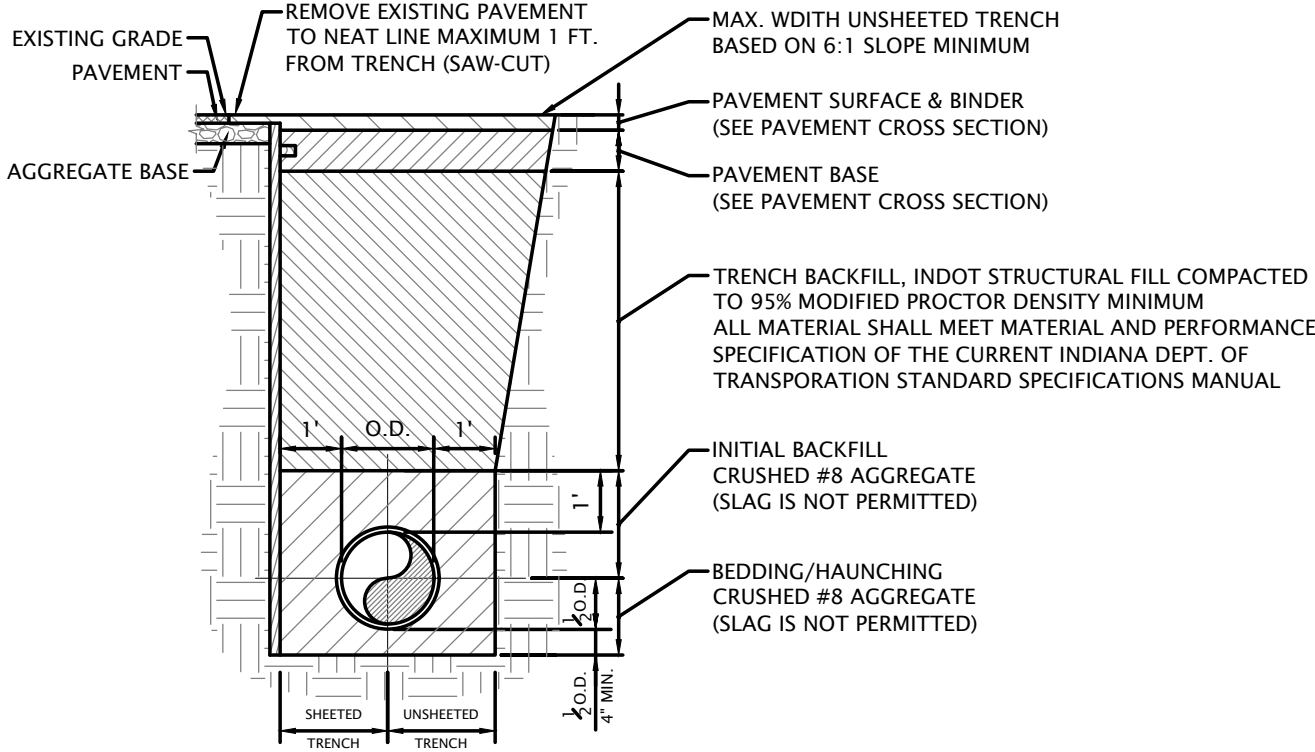
- City of Valparaiso, DVG Team, Inc. (Engineer) and any Utility Company affected must be notified at least two working days prior to commencement of work. Prior to construction the contractor is to call INDIANA 811.
- Elevation Datum is U.S.G.S.
-
- The locations of existing underground utilities, such as water mains, sewer, gas lines, etc., as shown on the plans have been determined from the best available information and is given for the convenience of the contractor. However, the engineer and the owner do not assume responsibility for the accuracy of the locations shown. It shall be the responsibility of the contractor to contact all utility companies and their facilities shall be located prior to commencement of any work.
- Wherever obstructions not shown on the plans are encountered during the progress of the work and interfere to such an extent that alteration in the plans is required, the engineer shall be notified prior to any changes and any changes shall only be as approved via written instruction by the Engineer and the local Municipal Engineer.
- As-built drawings shall be prepared by the contractor and submitted to the engineer as soon as the project is completed. Any change in the length, location or alignment shall be shown in red. "AS BUILT" drawings shall be forwarded to the appropriate utility organizations. Four (4) copies shall be submitted to the Municipal Engineer.
- All proposed sanitary sewer, storm sewer, water main and service lines under and within 2' of pavement, curbs, and sidewalk shall be backfilled with crushed limestone (INDOT #53) or material consistent with Class I or II material as described in ASTM D2321 placed in 8" maximum layers and mechanically compacted to 95% modified proctor density. Slag is not permitted.
- Materials used for water, sanitary sewer, storm sewer and streets shall conform to the City of Valparaiso standards and specifications.
- Any existing public improvements (sidewalks, curb and gutter, etc.), disturbed during construction shall be replaced in kind, or per current of City of Valparaiso specifications as directed by the Municipal Engineer.
- All public street construction shall meet performance standards of the current edition of the Indiana Department of Transportation Standard Specifications.
- Street signage shall be included in accordance with the MUTCD requirements applicable at the time of construction.
- The Owner/General Contractor shall be responsible for any and all utility new customer form submissions. Utility company review typically cannot begin until all new customer forms have been submitted.



NOTE:
COMPACTED GRANULAR MATERIAL SHALL CONSIST OF WELL-GRADED CRUSHED STONE, CRUSHED GRAVEL, WELL-GRADED GRAVEL MEETING THE REQUIREMENTS OF A.S.T.M. DESIGNATION C33 GRADATION 67 (3/4 INCH TO NO. 4).

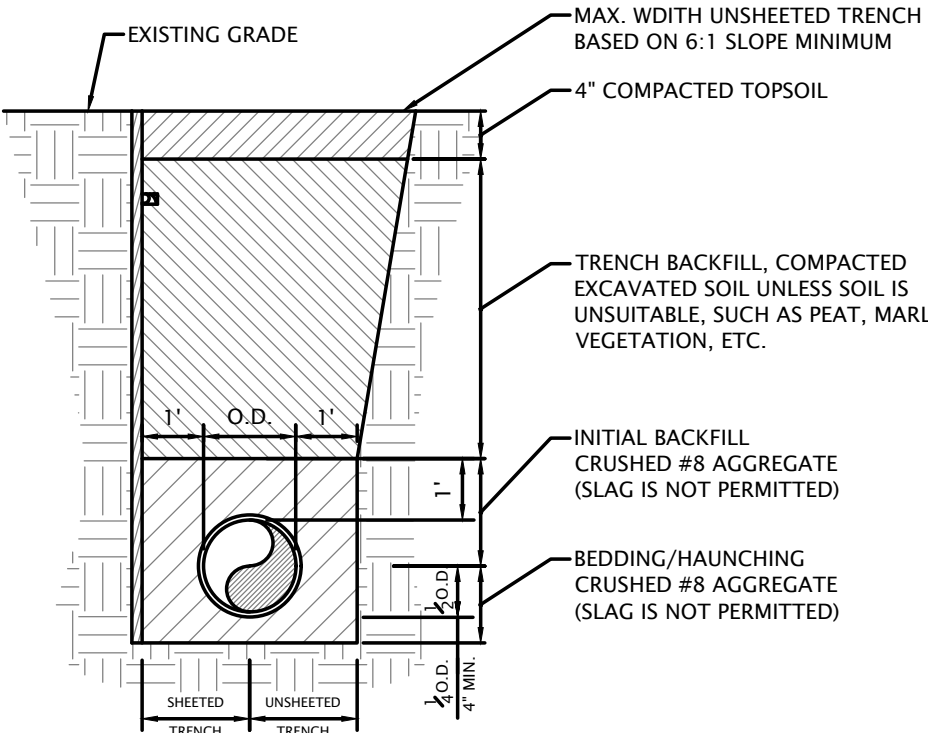
TRENCH REQUIREMENTS
(NOT TO SCALE)

REPAIRS TO PAVEMENT CUTS OR TRENCHES
FOR UTILITY PURPOSES
BACKFILLING OF TRENCHES IN PAVED STREETS



PIPE BEDDING/TRENCH BACKFILL
(NOT TO SCALE)

FOR TRENCH IN PAVEMENT AREAS

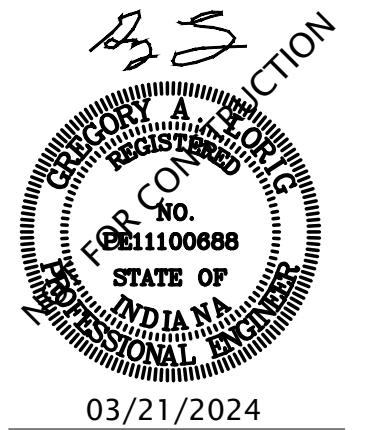


PIPE BEDDING/TRENCH BACKFILL
(NOT TO SCALE)

FOR TRENCH IN GRASS/LANDSCAPED AREAS



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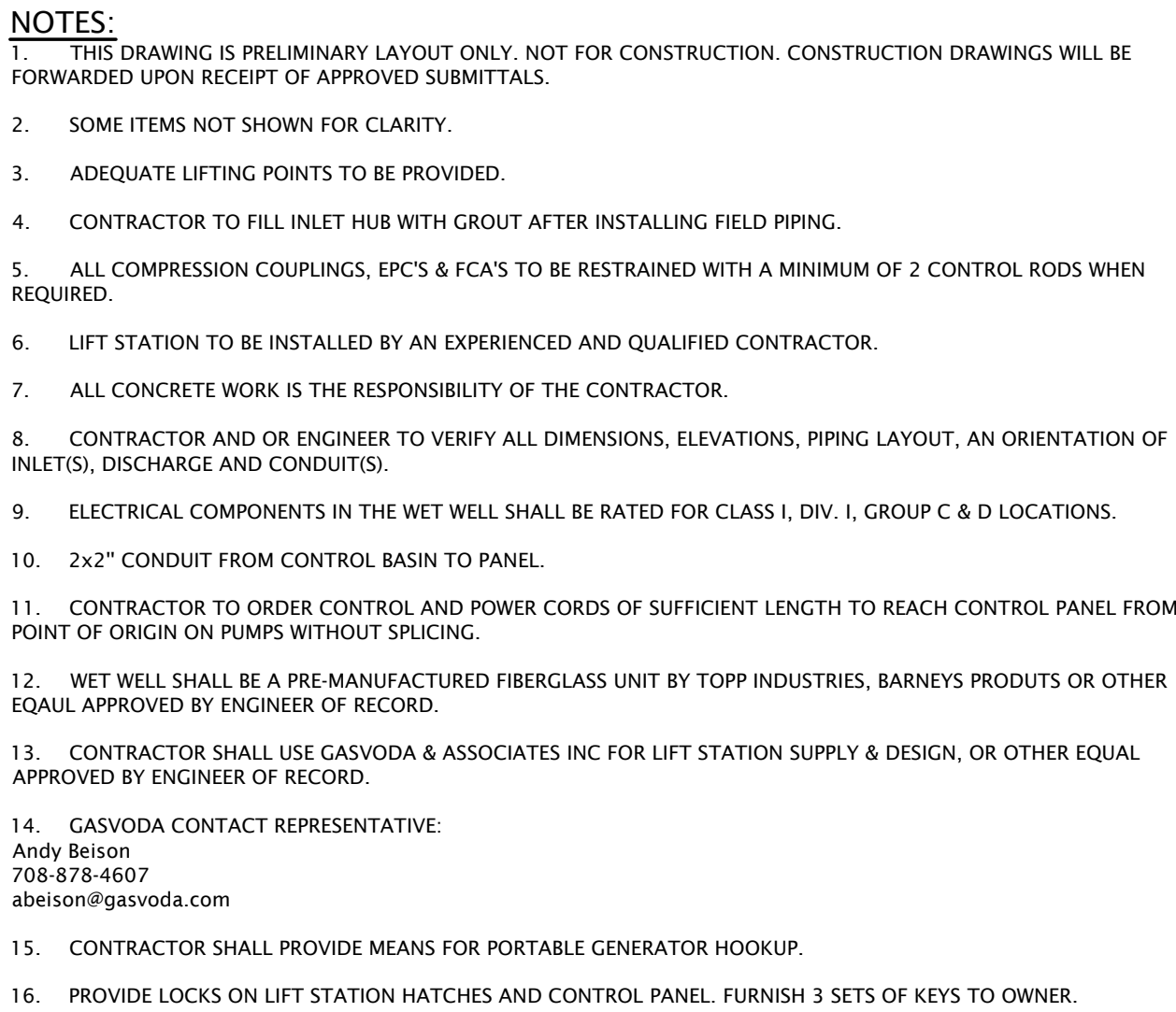
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US 30 & MARSH DEVELOPMENT
Construction Details

NO SCALE	
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DESIGN BY HRS	DATE 02/01/24
PROJECT NO. 22-0581	
C201	

NOT FOR CONSTRUCTION

1. Sanitary sewer pipe shall be PVC (SDR 26) ASTM D-3034 with push-on rubber gasket joints and shall be in accordance with ASTM C-3212, unless otherwise noted on the plans for portions to be PVC (SDR 21).
2. All sanitary sewer manholes shall be air tested for leaks in accordance with ASTM C1244-93 and Standard Test Method for Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test.
3. A deflection test shall be performed on each flexible pipe following the elapse of thirty (30) days after the placement of the final backfill. No pipe shall exceed a deflection of five percent (5%) or greater. The diameter of the rigid ball or mandrel used for a deflection test shall be no less than ninety-five percent (95%) of the base inside diameter of the pipe to be tested dependent on what is specified in the corresponding ASTM standard. The test shall not be performed with the aid of a mechanical pulling device.
4. A leakage test shall be performed using one of the following leakage test types.
 - a.) A hydrostatic test shall be performed with a minimum of two (2) feet of positive head. The rate of exfiltration or infiltration shall not exceed two hundred (200) gallons per inch of pipe diameter per linear mile per day.
 - b.) An air test shall conform to ASTM F1417-92, Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air, for plastic pipe.
5. All sanitary sewer shall be inspected by Valparaiso City Utilities.
6. Floor drains cannot drain directly to the sanitary
7. No Ductile Iron pipe for sanitary sewer.
8. Only concentric cones allowed for manholes.

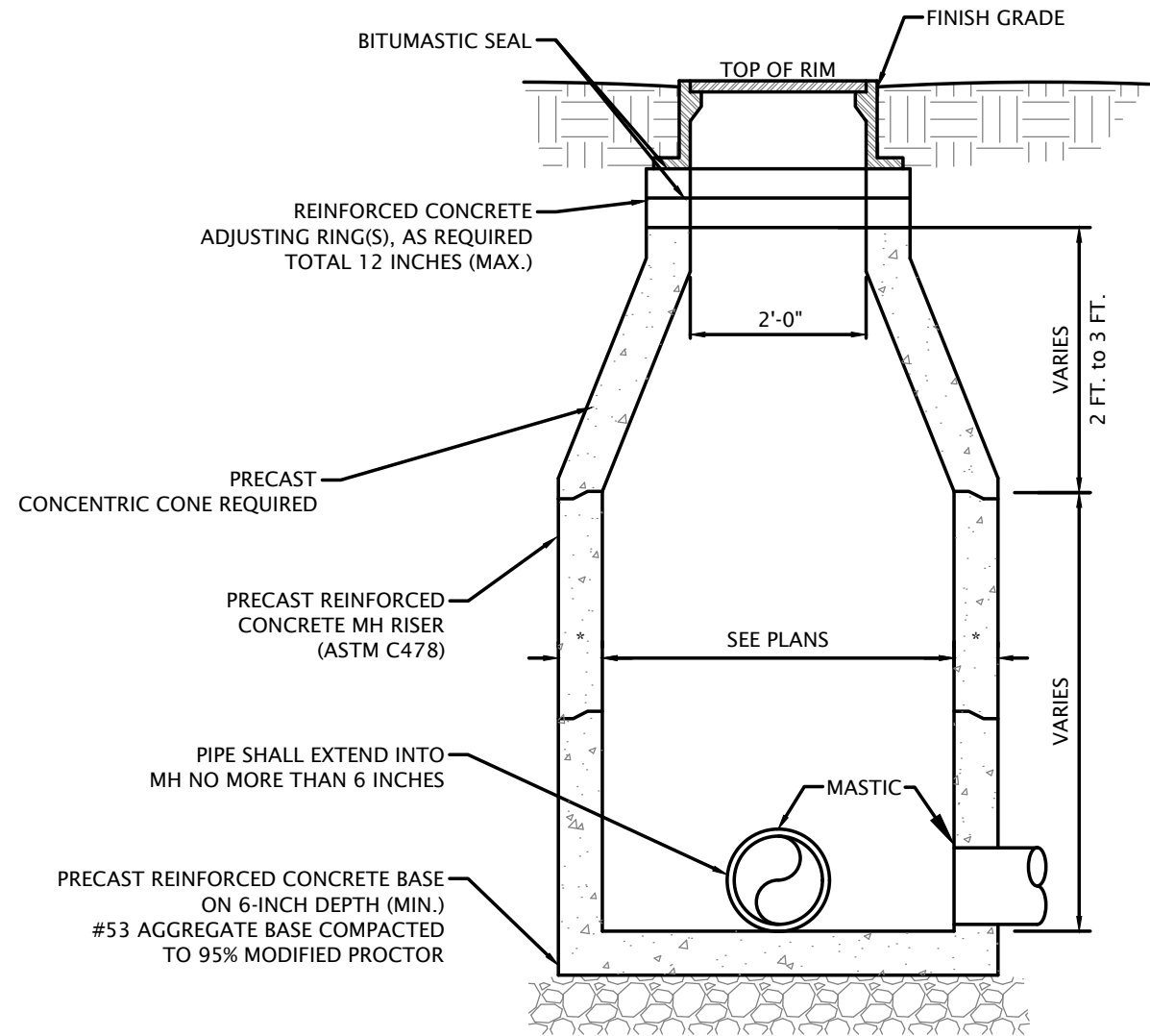


LIFT STATION DETAIL (1)



STORM SEWER GENERAL NOTES

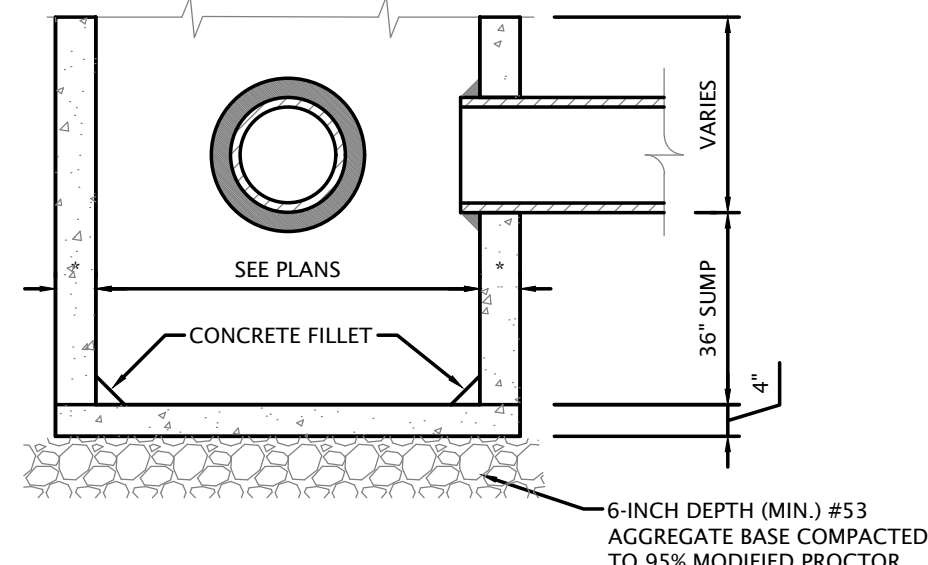
1. Footing drains, sump pump drains and outside drains shall discharge to the storm sewer where storm sewer is provided.
2. The maximum allowable rate of infiltration or exfiltration shall not exceed 100 gallons, per 24 hours per inch-diameter per mile of sewer pipe.
3. Storm sewers shall be as noted on the plans. If approved by the Engineer, an alternative storm sewer pipe 12 inches and larger can be reinforced concrete minimum Class III, wall B conforming to ASTM C-76; Corrugated High-Density Polyethylene Pipe with smooth interior (ADS N-12) conforming to AASHTO M-294; Corrugated Polypropylene Pipe with smooth interior conforming to AASHTO M-330 (ADS HP STORM); Corrugated High-Density Polyethylene Pipe with smooth interior (PRINSCO, GOLDFLO) conforming to AASHTO M-294 or other INDOT, Type 2 storm sewers as approved by the Engineer.
4. All HDPE storm sewer pipe shall be tested with a mandrel. Maximum deflection shall meet ASTM C1244-93 and Standard Test Method for Concrete Sewer Manholes 30 days after backfill, and should be performed without the aid of a mechanical pulling device. The deflection testing shall meet all requirements of IDEM section 327 IAC 3-6-19(a) (b) (c).



INLET MANHOLE/MANHOLE

(NOT TO SCALE)

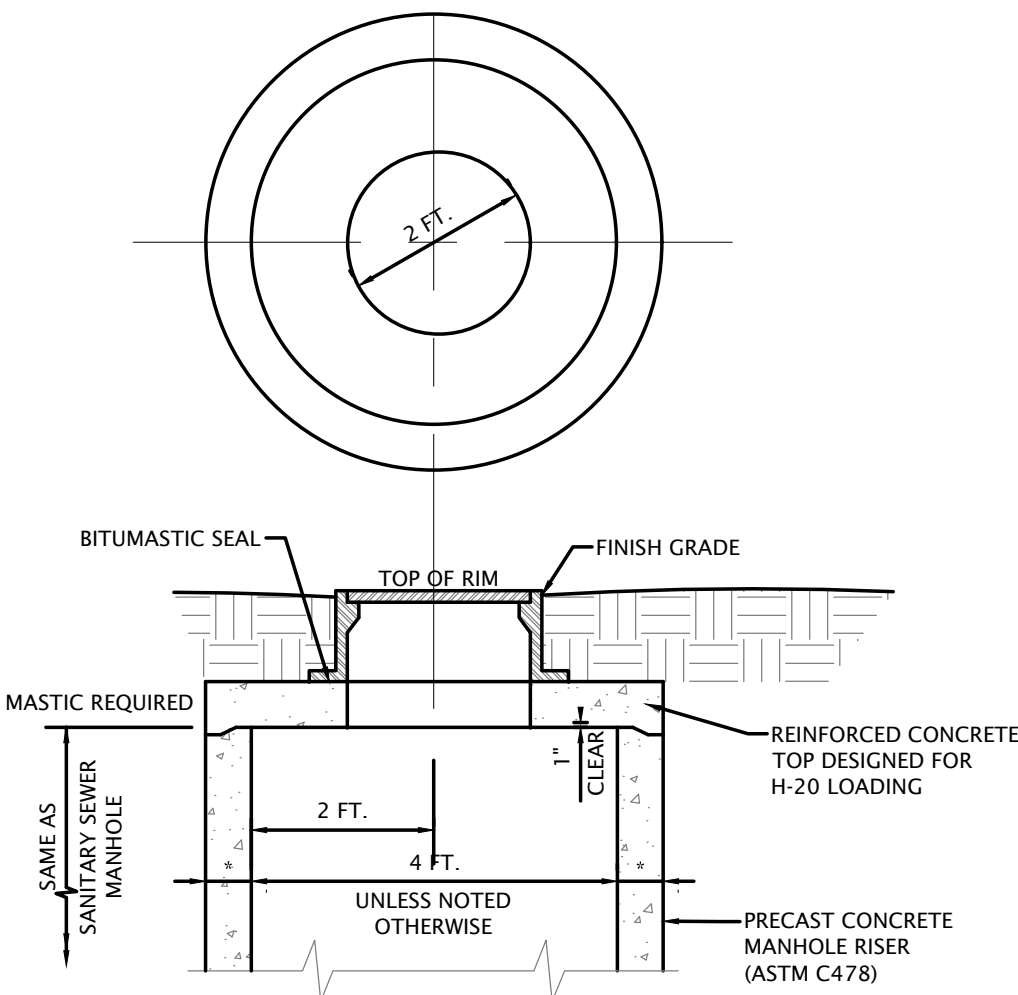
INLET MANHOLE (IMH) USES AN OPED LID - SEE STORM CALLOUT FOR FRAME & LID TYPE
MANHOLE (MH) USES A CLOSED LID - SEE STORM CALLOUT FOR FRAME & LID TYPE.



CATCH BASIN

(NOT TO SCALE)

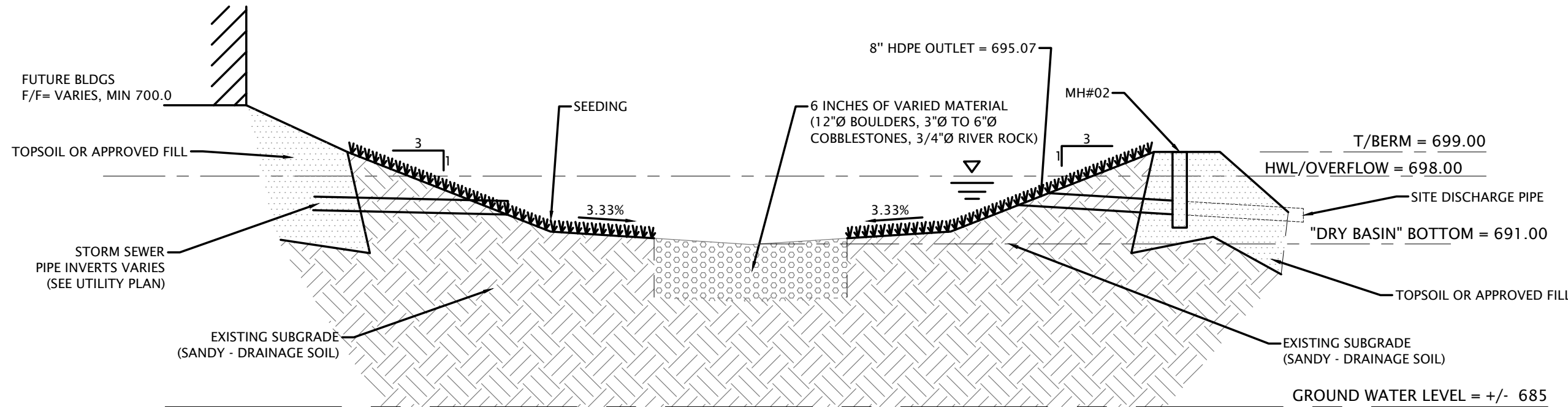
SEE INLET MANHOLE/MANHOLE DETAIL
CATCH BASIN USES EITHER CLOSED OR OPEN LIDS - SEE UTILITY PLAN FOR FRAME & LID TYPE.



MANHOLE TOP (FLAT TOP)

(NOT TO SCALE)

USED WHERE RESTRICTED HEAD ROOM WILL NOT ALLOW FOR TAPERED WALLS
SEE SANITARY MANHOLE NOTES

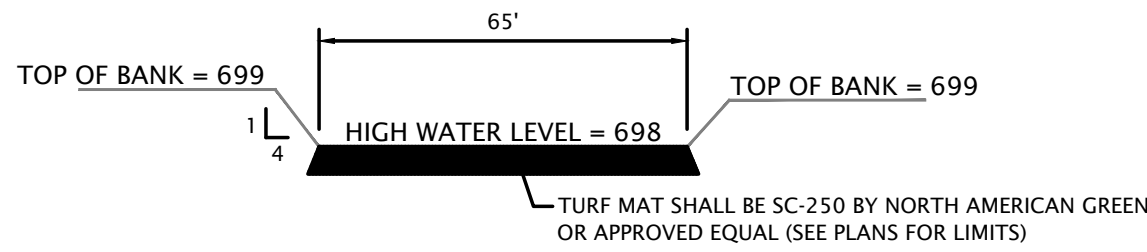


COMBINATION BASIN (DRY + INFILTRATION)

(NOT TO SCALE)

NOTES:

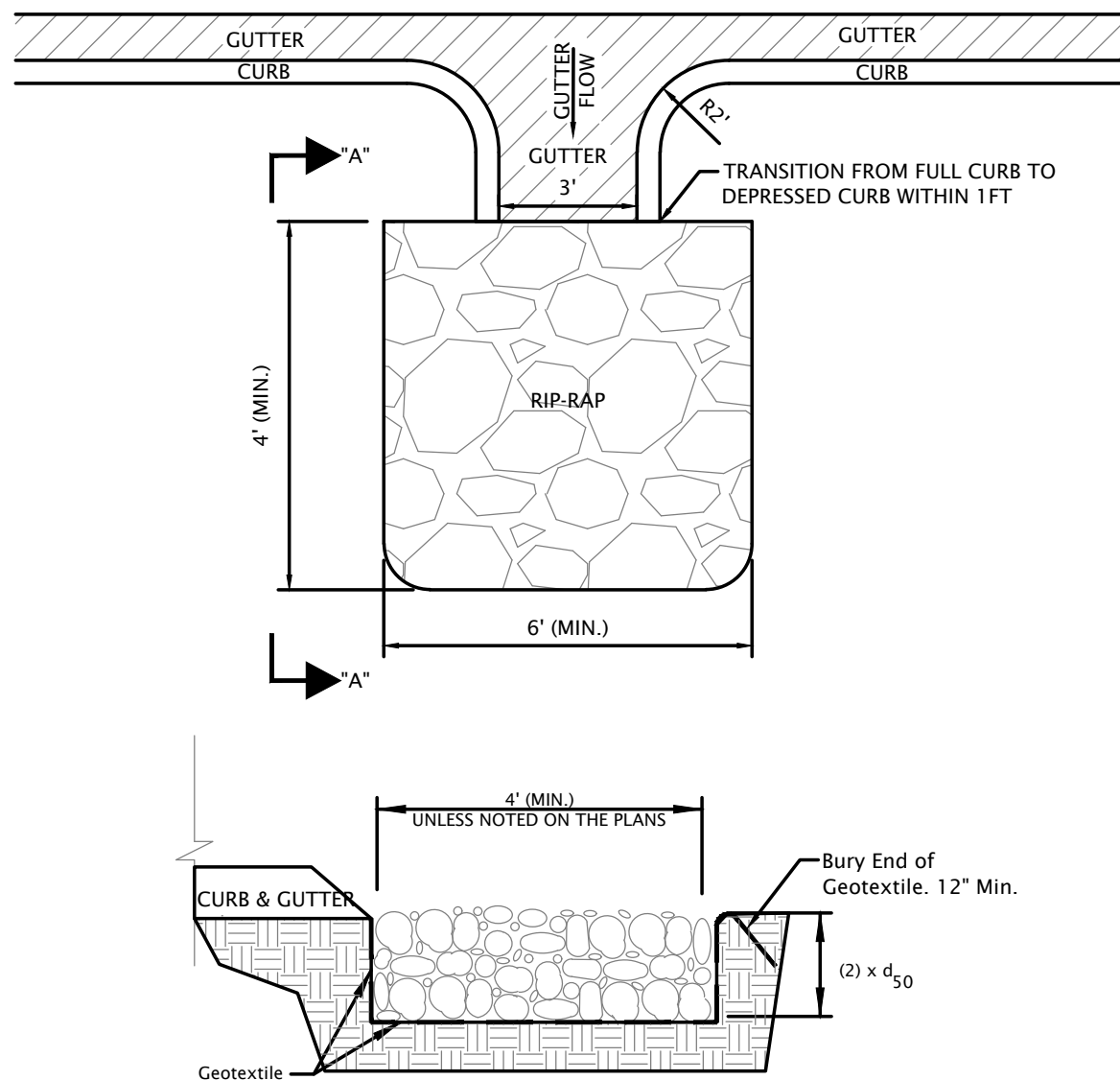
1. AVOID CLOGGING OR COMPACTION OF NATIVE SOILS TO BE INFILTRATED WITH BASIN.
2. DO NOT STOCKPILE ANY MATERIAL WITHIN EXTENT OF BASIN.
3. MINIMIZE CONSTRUCTION TRAFFIC OVER BASIN.
4. USE LIGHTED EQUIPMENT POSSIBLE FOR MATERIAL PLACEMENT, SPREADING, AND FINAL GRADING.



WEIR CROSS SECTION

OVERFLOW WEIR

(NOT TO SCALE)



SECTION A-A

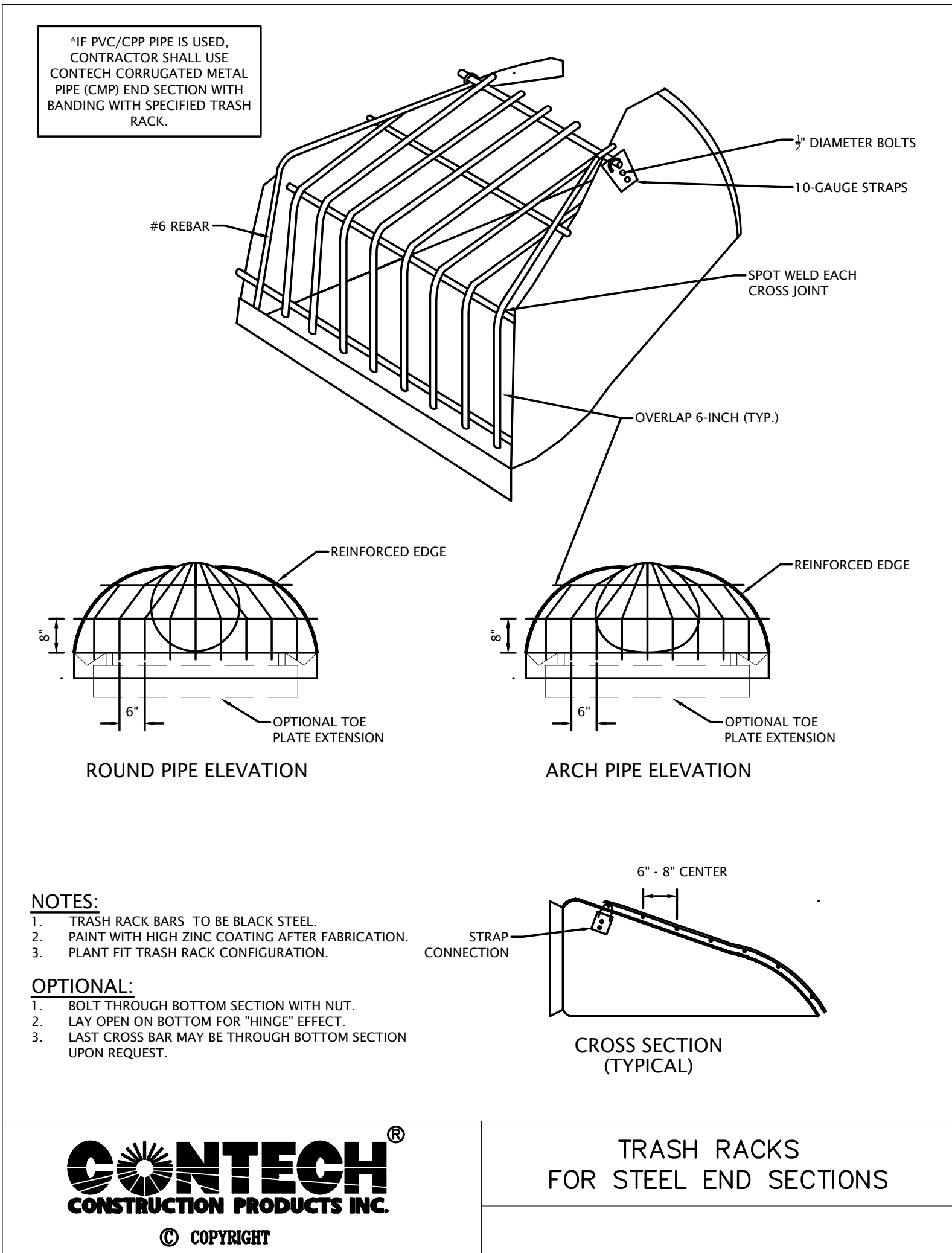
(NOT TO SCALE)

NOTES:

- MATERIAL: GRADATION: HARD, ANGULAR AND WEATHER-RESISTANT, HAVING A SPECIFIC GRAVITY OF AT LEAST 2.5 WELL-GRADED STONE, 50% (BY WEIGHT) LARGER THAN THE SPECIFIED d50; HOWEVER, THE LARGEST PIECES SHOULD NOT EXCEED TWO TIMES THE SPECIFIED d50 AND NO MORE THAN 15% OF THE PIECES (BY WEIGHT) SHOULD BE LESS THAN 3 INCHES.
- FILTER: USE GEOTEXTILE FABRIC FOR STABILIZATION AND FILTRATION OR SAND/GRAVEL LAYER PLACED UNDER ALL PERMANENT RIP RAP INSTALLATIONS.
- SLOPE: 2:1 OR FLATTER, UNLESS APPROVED IN THE EROSION AND SEDIMENT CONTROL PLAN.

CURB TURNOUT

(NOT TO SCALE)



TRASH RACKS FOR STEEL END SECTIONS

Access Covers, Grates, and Frames

1020 FRAME & COVER

Heavy duty
Machined bearing surfaces

- Options
Solid, vented or custom logo covers
Special lettered covers
Water-tite assembly
Adjusting risers
Gasket seal covers
Stackable frames

Manhole Frames and Covers

Heavy duty
Machined bearing surfaces

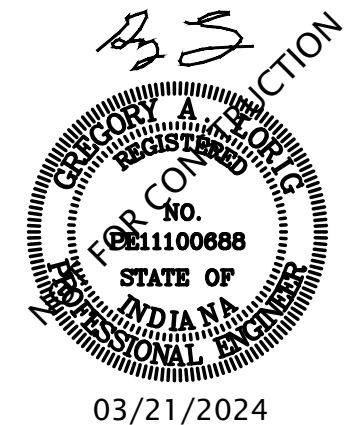


Catalog Number	Base Flange Diameter	Frame Height
1027	34	4
1855*	32 1/2	4
1077	36	4
2996	34	4
2996***	34 1/2	4 1/2
1020	34	6
1022-1	34	7
1022-2	34	7
1022-3	36	7
1078**	36	7
1650	34	8
1051	34	8
1050Z1	34	8
1050	36	8

Notes: All dimensions are in inches.
*Special lock for mud ring (security)
**Special non-marking feature
***Frame is square style, can be modified to trap flange



1155 Troutwine Road
Crown Point, IN 46307
P: (219) 662-7710
F: (219) 662-2740
www.dvgteam.com



03/21/2024

MJF DEVELOPMENT, INC.

1151 W. US HWY 30
VALPARAISO, IN, 46383

DATE: REVISIONS AND NOTES:

US 30 & MARSH DEVELOPMENT

Construction Details

NOT FOR CONSTRUCTION

NO SCALE

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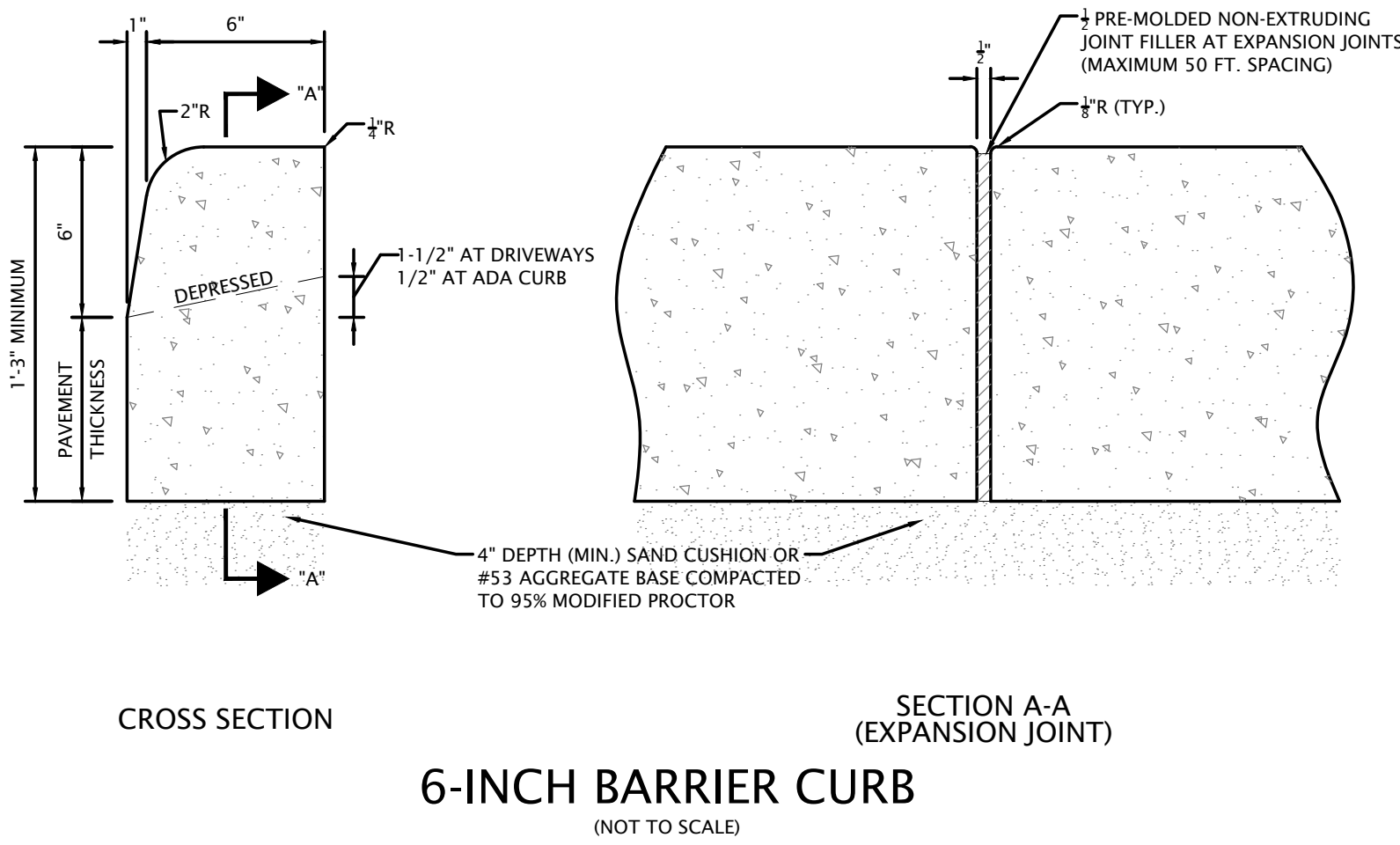
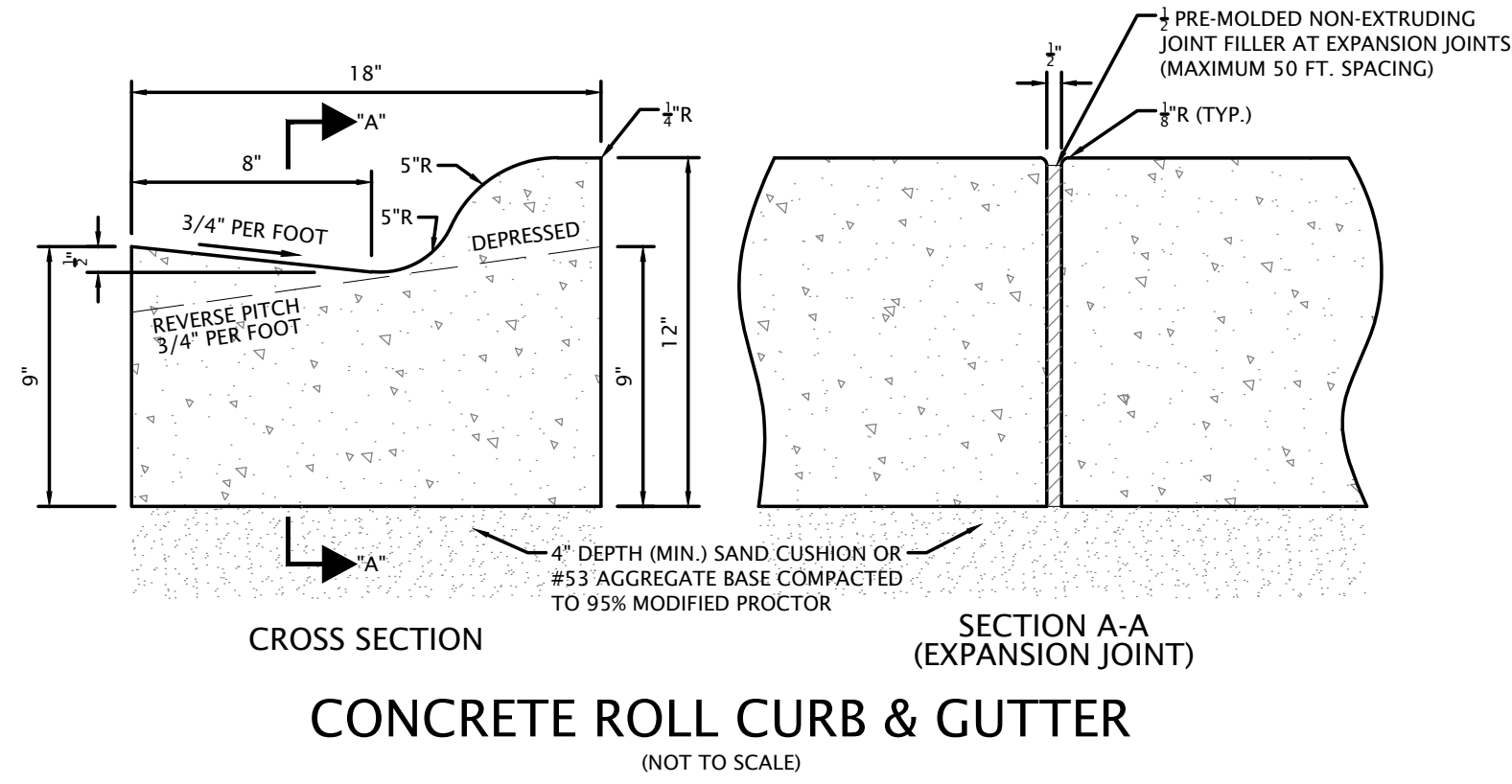
DESIGN BY DATE

GMF 02/01/24

PROJECT NO.

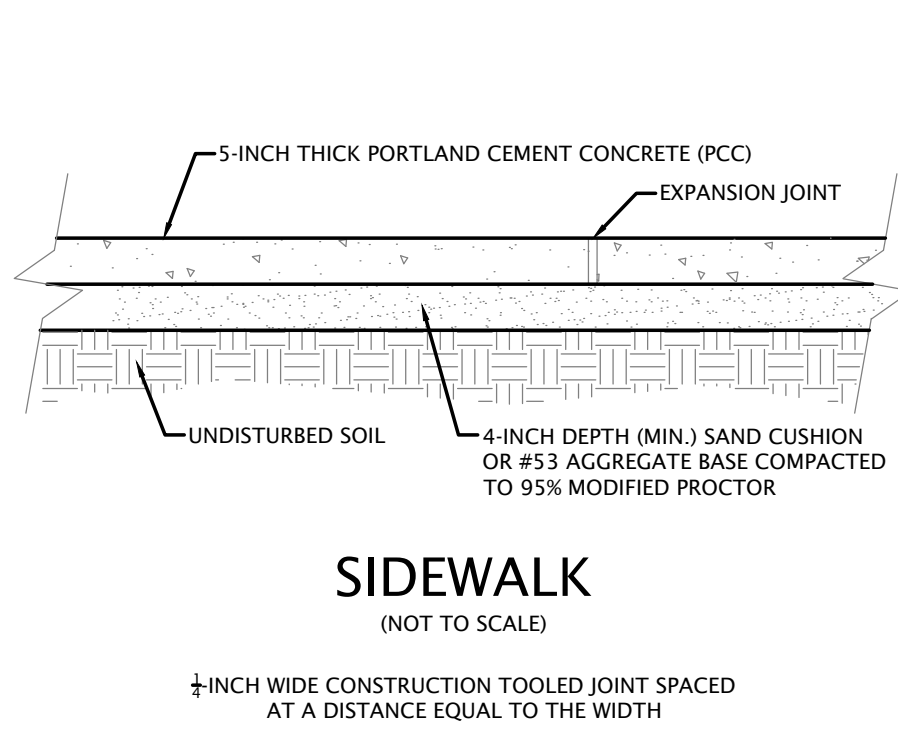
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C203



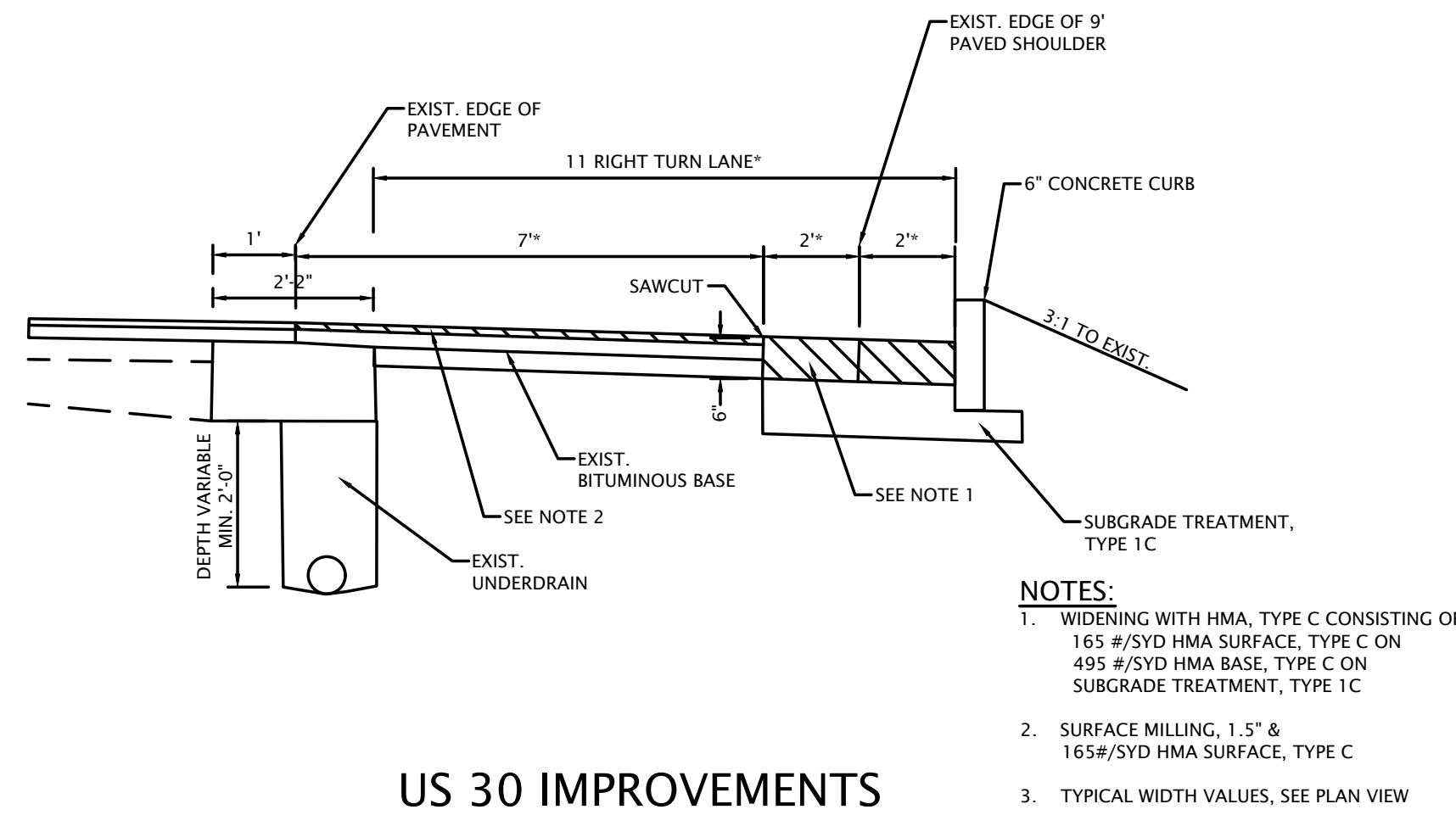
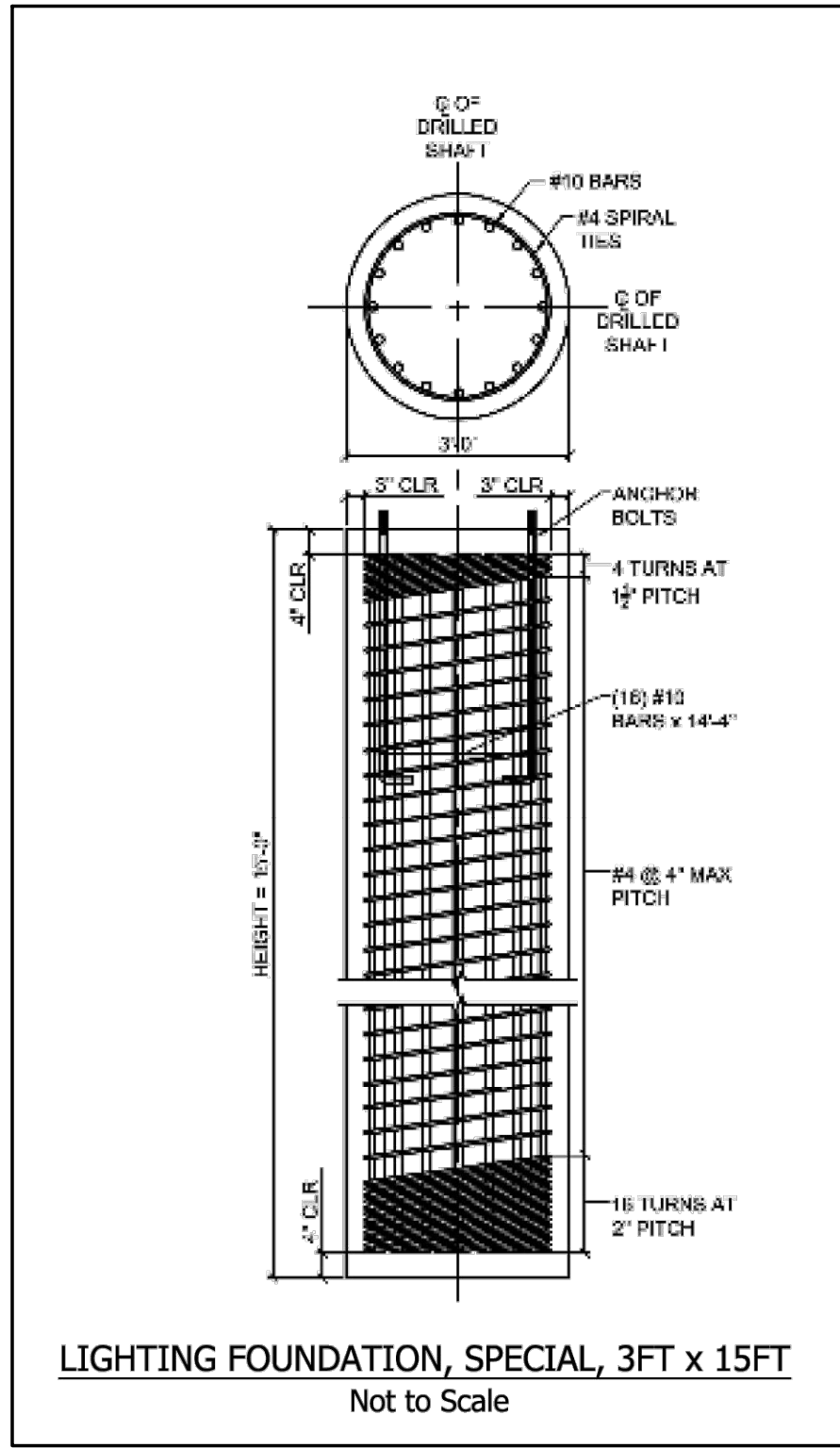
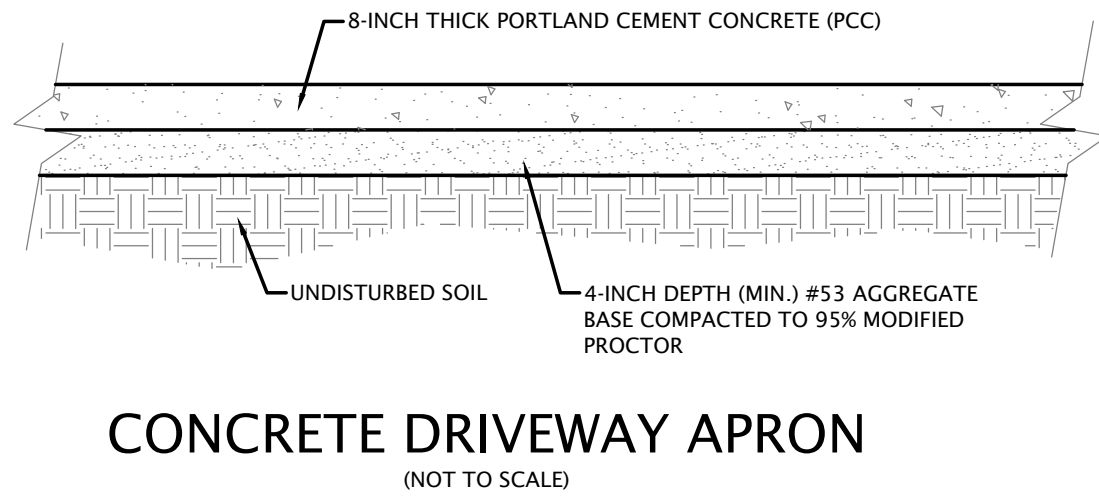
CONCRETE CURB & GUTTER NOTES

1. PROVIDE TWO #4 BARS (10 FT. LONG) CENTERED IN EACH UTILITY TRENCH.
2. (NOT USED)
3. COST OF BARS SHALL BE INCLUDED IN THE UNIT PRICE (PER LINEAR FOOT) FOR CURB AND GUTTER.
4. CONTRACTION JOINTS SHALL BE PLACED AT EQUAL SPACES BETWEEN NORMAL EXPANSION JOINTS.
5. 2" EXPANSION JOINTS AT 50 FEET MAXIMUM.
6. CONTRACTION JOINTS AT 20 FEET MAXIMUM.
7. CONTRACTION JOINTS SHALL BE SAW CUT IN THE UPPER 1/4 OF CURB AND GUTTER WITHIN 7 DAYS OF PLACEMENT
8. SAW CUT EXISTING CURB PRIOR TO REMOVAL. PROVIDE NEAT AND CLEAN FACE TO ABUT NEW CURB.
9. USE 4,500 (MIN.) PSI CONCRETE.
10. DEPRESS DRIVEWAYS, AS REQUIRED.

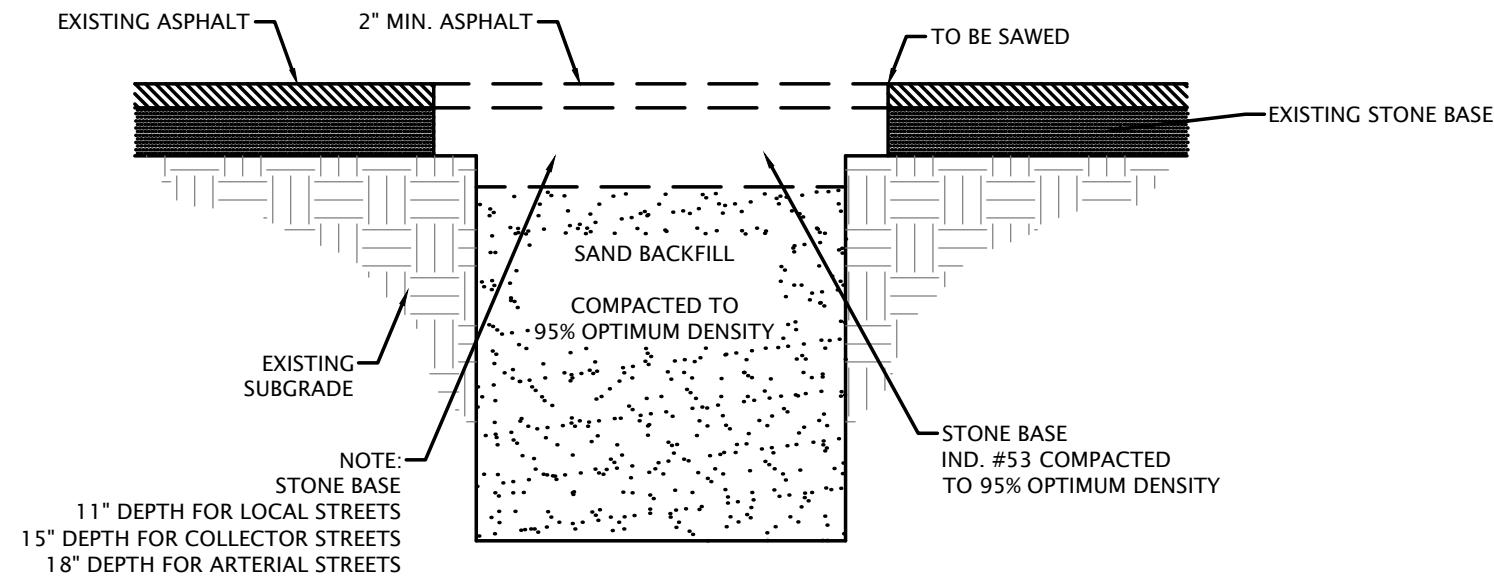
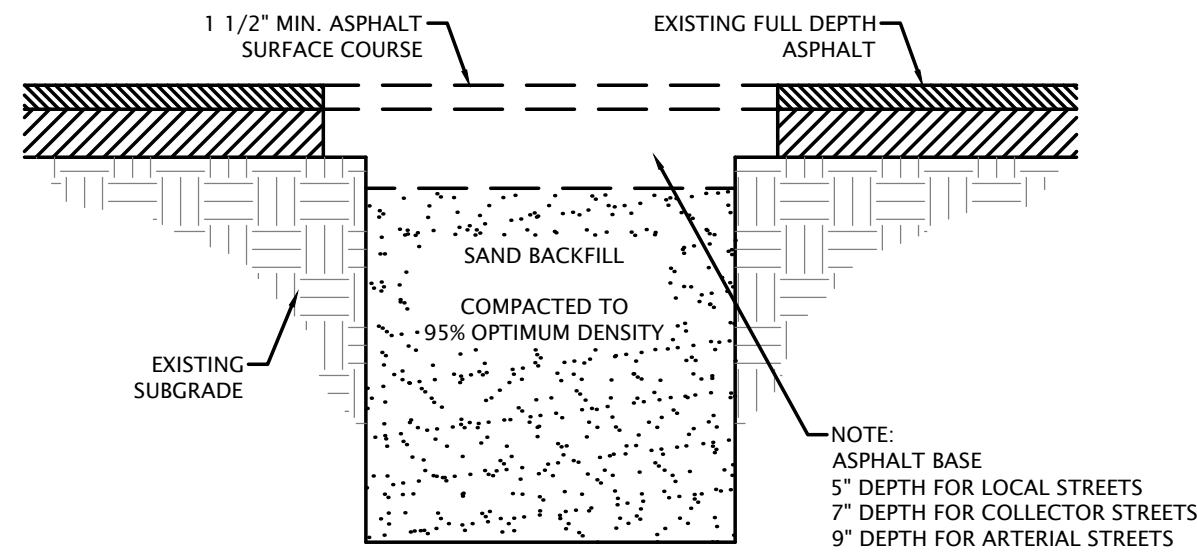


CONCRETE FLAT WORK NOTES:

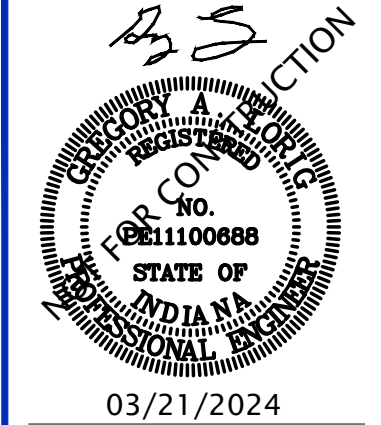
1. PROVIDE 1/2-INCH EXPANSION JOINT CONFORMING TO ASTM D-1751 ALONG BACK OF CURBS, DRIVEWAYS, STEPS, WALLS AND ACROSS THE SIDEWALK AT INTERVALS NOT TO EXCEED 40 FEET.
2. EXTEND EXPANSION JOINT MATERIAL FULL DEPTH OF THE SLAB.
3. PROVIDE TOOLED "V-GROOVE" CONTROL JOINT SPACED AT A DISTANCE EQUAL TO THE WIDTH OF THE WALK BUT NOT OVER 10 FEET APART, OR AS SPECIFIED ON THE SITE PLAN.
4. CONCRETE SHALL BE CLASS "A" & 4,000 PSI IN 28 DAYS, MEETING THE REQUIREMENTS OF THE MOST RECENT INDOT STANDARD SPECIFICATIONS MANUAL.
5. ALL CONCRETE FLAT WORK SHALL BE REINFORCED WIRE MESH 6"x6"x 10/10 GAUGE.



- NOTES:**
1. WIDENING WITH HMA, TYPE C CONSISTING OF 165 #/SYD HMA SURFACE, TYPE C ON 495 #/SYD HMA BASE, TYPE C ON SUBGRADE TREATMENT, TYPE 1C
 2. SURFACE MILLING, 1.5" & 165#/SYD HMA SURFACE, TYPE C
 3. TYPICAL WIDTH VALUES, SEE PLAN VIEW



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EROSION CONTROL MEASURES
CHEMICAL STABILIZATION

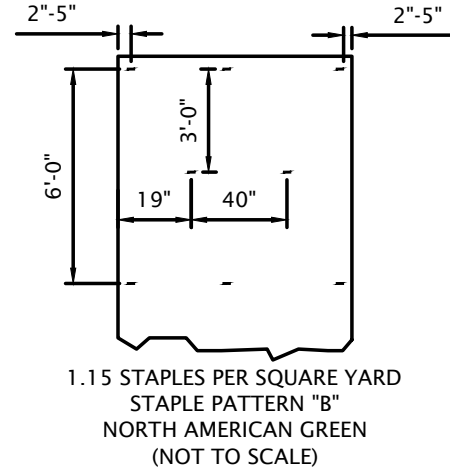
- MATERIAL: SOFT PIBLE MATTING SUCH AS JUTE, COIR OR BURLAP, APPLIED POLYMER SYSTEMS, "SILT STOP" DRY POWER (OR APPROVED EQUAL).
- COVERAGE: "SILT STOP" DRY POWDER IS A SOIL-SPECIFIC MATERIAL. A SOIL SAMPLE MUST BE SUBMITTED TO THE MANUFACTURER TO DETERMINE PROPER APPLICATION RATES.
- INSTALLATION:
1. PREPARE THE SITE BY FILLING IN CULLIES, HILLS AND LOW SPOTS.
 2. APPLY "SILT STOP" POWER (DRY) OVER DRY GROUND WITH A SEED/FERTILIZER SPREADER.
 3. SELECT THE TYPE AND WEIGHT OF EROSION CONTROL BLANKET TO FIT THE SITE CONDITIONS (e.g. SLOPE, CHANNEL AND FLOW VELOCITY).
- MAINTENANCE:
1. DURING VEGETATIVE ESTABLISHMENT, INSPECT AFTER STORM EVENTS FOR ANY EROSION.
 2. IF ANY AREA SHOWS EROSION, REPAIR THE GRADE AND RE-APPLY "SILT STOP" POWDER AND RE-LAY AND STAPLE THE BLANKET.
 3. AFTER VEGETATIVE ESTABLISHMENT, CHECK THE TREATED AREA PERIODICALLY.

GEOTEXTILES

- MATERIAL: NORTH AMERICAN GREEN - SC 150 or DS 150 BLANKET
SC 150 WHEN PLACEMENT OCCURS IN THE FALL/WINTER AND WHEN DURABILITY IS REQUIRED
DS 150 DEGRADES MORE RAPIDLY, ALLOWING FOR SOONER MOWING OF THE STABILIZED AREA

EROSION CONTROL BLANKET (SURFACE-APPLIED)

- ANCHORING: STAPLES AS RECOMMENDED BY THE MANUFACTURER. FOR NORTH AMERICAN GREEN, USE STAPLE PATTERN "B". SEE CHART BELOW.
- INSTALLATION:
1. SELECT THE TYPE AND WEIGHT OF EROSION CONTROL BLANKET TO FIT THE SITE CONDITIONS (e.g. SLOPE, CHANNEL, FLOW VELOCITY).
 2. INSTALL ANY PRACTICES NEEDED TO CONTROL EROSION AND RUNOFF, SUCH AS TEMPORARY OR PERMANENT DIVERSION, SEDIMENT BASIN OR TRAP, SILT FENCE, AND/OR STRAW BALE DAM.
 3. GRADE THE SITE AS SPECIFIED IN THE CONSTRUCTION PLAN.
 4. ADD TOPSOIL WHERE APPROPRIATE.
 5. PREPARE THE SEEDBED, FERTILIZE (AND LIME IF NEEDED) AND SEED THE AREA IMMEDIATELY AFTER GRADING.
 6. FOLLOW MANUFACTURERS DIRECTIONS AND LAY THE BLANKETS ON THE SEEDD AREA SUCH THAT THEY ARE IN CONTINUOUS CONTACT WITH THE SOIL AND THAT THE UPSLOPE OR UPSTREAM ONES OVERLAP THE LOWER ONES BY AT LEAST 8 INCHES.
 7. TUCK THE UPPERMOST EDGE OF THE UPPER BLANKETS INTO A CHECK SLOT (SLIT TRENCH), BACKFILL WITH SOIL, AND TAMP DOWN.
 8. ANCHOR THE BLANKETS AS SPECIFIED BY THE MANUFACTURER.
- MAINTENANCE:
1. DURING VEGETATIVE ESTABLISHMENT, INSPECT AFTER STORM EVENTS FOR ANY EROSION BELOW THE BLANKET.
 2. IF ANY AREA SHOWS EROSION, PULL BACK THAT PORTION OF THE BLANKET COVERING IT, ADD SOIL, RE-SEED THE AREA, AND RE-LAY AND STAPLE THE BLANKET.
 3. AFTER VEGETATIVE ESTABLISHMENT, CHECK THE TREATED AREA PERIODICALLY.



EROSION CONTROL BLANKET (CHANNEL APPLICATION)

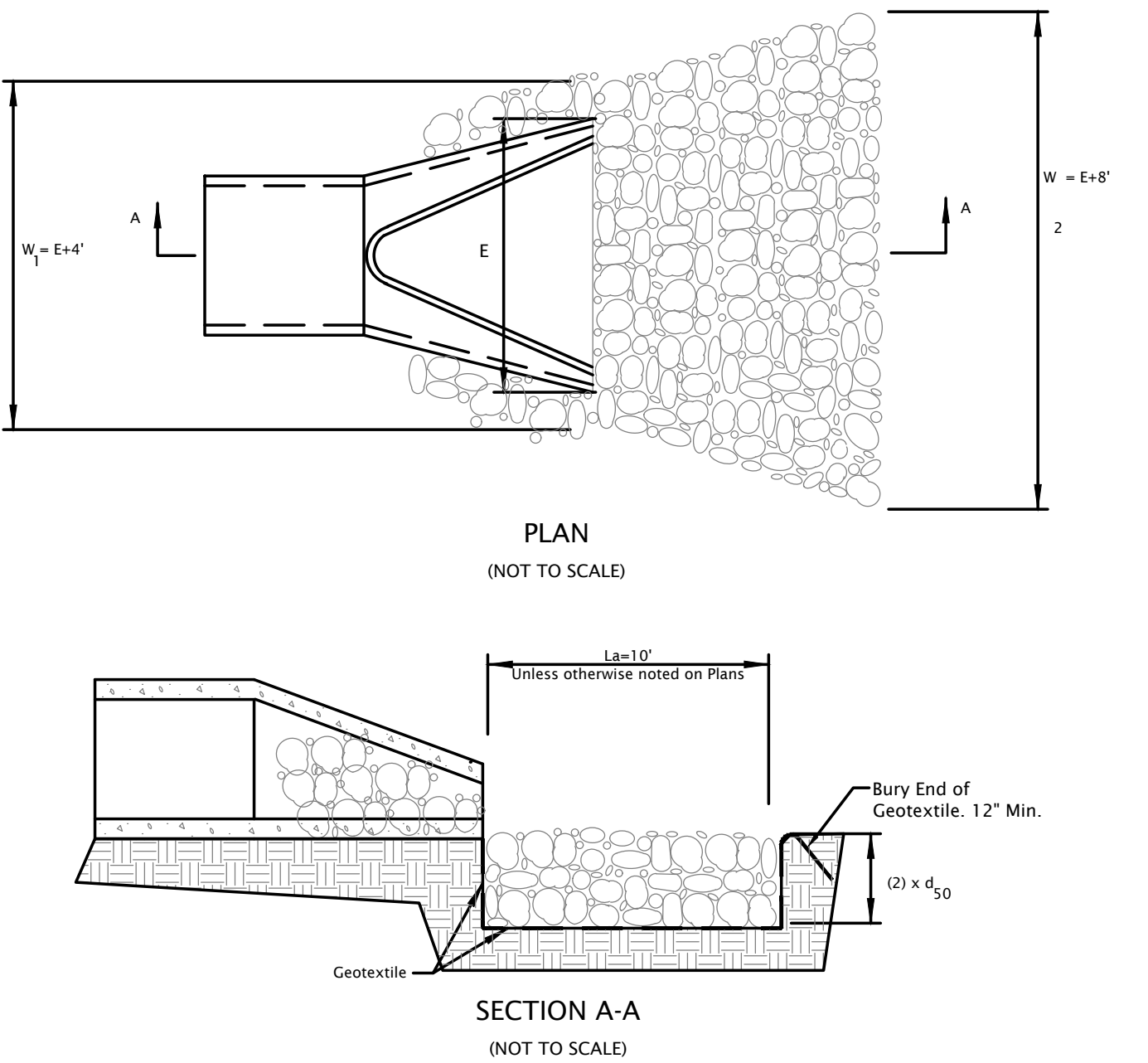
- DETAIL SOURCE: NORTH AMERICAN GREEN
- NOTE: HORIZONTAL STAPLE SPACING SHOULD BE ALTERED IF NECESSARY TO ALLOW STAPLES TO SECURE THE CRITICAL POINTS ALONG THE CHANNEL SURFACE. REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE RECOMMENDATIONS FOR CHANNELS.
- CRITICAL POINTS:
- A. OVERLAPS AND SEAMS
 - B. PROJECTED WATER LINE
 - C. CHANNEL BOTTOM/SIDES, SLOPE VERTICES
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER AND SEED.
 2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6-INCH DEEP BY 6-INCH WIDE TRENCH, BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 3. ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW ON BOTTOM OF CHANNEL.
 4. PLACE BLANKETS END OVER END (SHINGLE-STYLE) WITH A 6-INCH OVERLAP. USE A DOUBLE ROW OF STAGGERED STAPLES 4 INCHES APART TO SECURE BLANKETS.
 5. FULL LENGTH EDGE OF BLANKETS AT THE TOP OF SIDE SLOPES MUST BE ANCHORED IN 6-INCH DEEP BY 6-INCH WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 6. BLANKETS ON SIDE SLOPES MUST BE OVERLAPPED 4 INCHES OVER THE CENTER OF BLANKET AND STAPLED (2 INCHES FOR C350 MATTING).
 7. IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 FT. TO 40 FT. INTERVALS. USE A ROW OF STAPLES 4 INCHES APART OVER ENTIRE WIDTH OF CHANNEL. PLACE A SECOND ROW 4 INCHES BELOW THE FIRST ROW IN A STAGGERED PATTERN.
 8. THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED IN A 6-INCH DEEP BY 6-INCH WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.

EROSION CONTROL BLANKET (SIDE SLOPE APPLICATION)

- DETAIL SOURCE: NORTH AMERICAN GREEN
- NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE RECOMMENDATIONS FOR CHANNELS.
- DIRECTIONS:
1. PREPARE SOIL BEFORE INSTALLING BLANKETS INCLUDING APPLICATION OF LIME, FERTILIZER AND SEED. WHEN USING CELL-O-SEED, DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
 2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET 6-INCH DEEP BY 6-INCH WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 3. ROLL THE BLANKETS DOWN OR HORIZONTALLY ACROSS THE SLOPE.
 4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH AN APPROXIMATELY 2-INCH OVERLAP.
 5. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE-STYLE) WITH AN APPROXIMATELY 4-INCH OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12 INCHES APART.

RIP RAP AT PIPE OUTLET

- MATERIAL: HARD, ANGULAR AND WEATHER-RESISTANT, HAVING A SPECIFIC GRAVITY OF AT LEAST 2.5
GRADATION: WELL-GRADED STONE, 50% (BY WEIGHT LARGER THAN THE SPECIFIED #50; HOWEVER, THE LARGEST PIECES SHOULD NOT EXCEED TWO TIMES THE SPECIFIED #50 AND NO MORE THAN 15% OF THE PIECES (BY WEIGHT) SHOULD BE LESS THAN 3 INCHES.
- FILTER: USE GEOTEXTILE FABRIC FOR STABILIZATION AND FILTRATION OR SAND/GRAVEL LAYER PLACED UNDER ALL PERMANENT RIP RAP INSTALLATIONS.
- SLOPE: 2:1 OR FLATTER, UNLESS APPROVED IN THE EROSION AND SEDIMENT CONTROL PLAN.
- SUBGRADE PREPARATION
1. REMOVE BRUSH, TREES, STUMPS AND OTHER DEBRIS.
 2. EXCAVATE ONLY DEEP ENOUGH FOR BOTH FILTER AND RIP RAP. OVER-EXCAVATION INCREASES THE AMOUNT OF SPOIL CONSIDERABLY.
 3. COMPACT ANY FILL MATERIAL TO THE DENSITY OF THE SURROUNDING UNDISTURBED SOIL.
 4. SMOOTH THE GRADED FOUNDATION.
- FILTER PLACEMENT
1. IF USING GEOTEXTILE FABRIC, PLACE IT ON THE SMOOTHED FOUNDATION, OVERLAP THE EDGES AT LEAST 12 INCHES AND SECURE WITH ANCHOR PINS SPACED EVERY 3 FEET ALONG THE OVERLAP.
 2. IF USING A SAND/GRAVEL FILTER, SPREAD THE WELL-GRADED AGGREGATE IN A UNIFORM LAYER TO THE REQUIRED THICKNESS (6 INCHES MINIMUM); IF TWO OR MORE LAYERS ARE SPECIFIED, PLACE THE LAYER OF SMALLER GRADATION FIRST AND AVOID MIXING THE LAYERS.
- RIP RAP PLACEMENT
1. IMMEDIATELY AFTER INSTALLING THE FILTER, ADD THE RIP RAP TO FULL THICKNESS IN ONE OPERATION. DO NOT DUMP THROUGH CHUTES OR USE ANY METHOD THAT CAUSES SEGREGATION OF ROCK SIZES OR THAT WILL DISLODGE OR DAMAGE THE UNDERLYING FILTER MATERIAL.
 2. IF FABRIC IS DAMAGED, REMOVE THE RIP RAP AND REPAIR BY ADDING ANOTHER LAYER OF FABRIC, OVERLAPPING THE DAMAGED AREA BY 12 INCHES.
 3. PLACE SMALLER ROCK IN VOIDS TO FORM A DENSE, UNIFORM AND WELL-GRADED MASS. SELECTIVE LOADING AT THE QUARRY AND SOME HAND PLACEMENT MAY BE NEEDED TO ENSURE AN EVEN DISTRIBUTION OF ROCK MATERIAL.
 4. BLEND THE ROCK SURFACE SMOOTHLY WITH THE SURROUNDING AREA TO ELIMINATE PROTRUSIONS OR OVER-FALLS.
- MAINTENANCE
1. INSPECT PERIODICALLY FOR DISPLACED ROCK MATERIAL, SLUMPING AND EROSION AT EDGES, ESPECIALLY DOWN-STREAM OR DOWN-SLOPE.

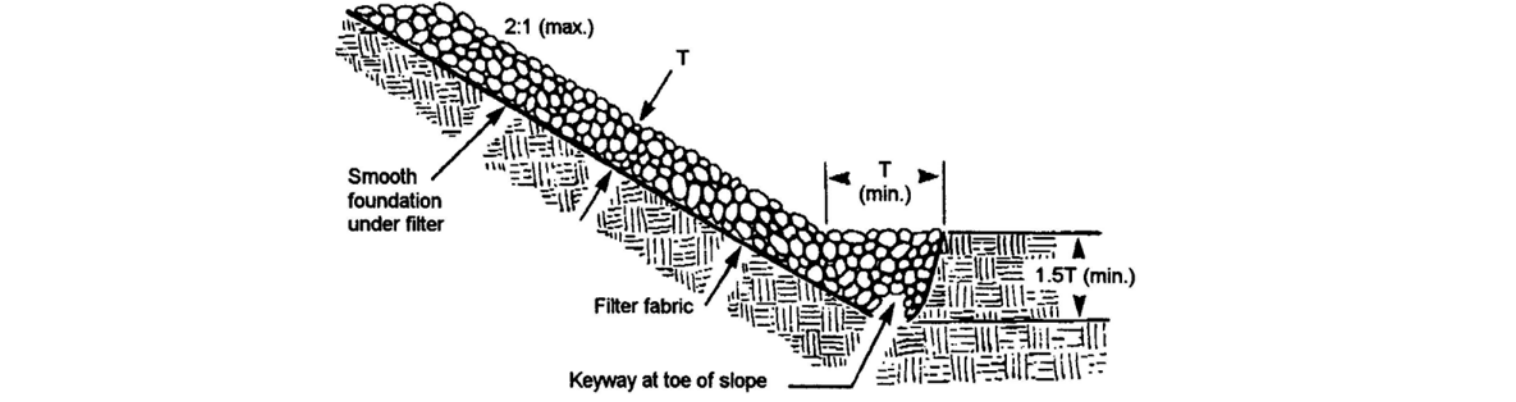


SCOURSTOP TRANSITION MAT FOR SCOUR PROTECTION

- MATERIAL: SCOUR STOP TRANSITION MATS
WH SHURTLEFF COMPANY
11 WALLACE AVENUE
SOUTH PORTLAND, ME 04106
(800) 563-6149
WWW.WHSHURTLEFF.COM
- ANCHOR REQUIREMENTS:
- FIRST ROW OF SCOURSTOP MATS - MINIMUM OF 8 ANCHORS
 - SECTION ROW OF SCOURSTOP MATS - MINIMUM OF 5 ANCHORS
- * TO ENSURE CONSISTENT CONTACT WITH THE SOIL, EXCEED THE MINIMUM ANCHOR REQUIREMENT AT INSTALLATION OR IMPROVE SOIL SURFACE SMOOTHNESS
- SHORELINE PROTECTION:
- ANCHOR CONFIGURATION FOR SLOPES STEEPER THAN 5:1
 - TRANSITION MATS OVER A MINIMUM 8 OZ. GEOTEXTILE
 - POSITION ANCHORS TO SECURE SCOURSTOP MATS FLUSH WITH SOIL SURFACE
 - MINIMIZE GAPS OR BRIDGING
- INSTALLATION:
1. REMOVE BRUSH, TREES, STUMPS AND OTHER DEBRIS.
 2. EXCAVATE ONLY DEEP ENOUGH FOR BOTH FILTER AND RIP RAP. OVER-EXCAVATION INCREASES THE AMOUNT OF SPOIL CONSIDERABLY.
 3. COMPACT ANY FILL MATERIAL TO THE DENSITY OF THE SURROUNDING UNDISTURBED SOIL.
 4. CUT KEYWAY IN STABLE MATERIAL AT THE BASE OF THE SLOPE TO REINFORCE TOE. KEYWAY DEPTH SHOULD BE 1.5 TIMES THE DESIGN THICKNESS OF THE RIP RAP AND SHOULD EXTEND A HORIZONTAL DISTANCE EQUAL TO THE DESIGN THICKNESS.
 5. SMOOTH THE GRADED FOUNDATION
- FILTER PLACEMENT
1. IF USING GEOTEXTILE FABRIC, PLACE IT ON THE SMOOTHED FOUNDATION, OVERLAP THE EDGES AT LEAST 12 INCHES AND SECURE WITH ANCHOR PINS SPACED EVERY 3 FEET ALONG THE OVERLAP.
 2. IF USING A SAND/GRAVEL FILTER, SPREAD THE WELL-GRADED AGGREGATE IN A UNIFORM LAYER TO THE REQUIRED THICKNESS (6 INCHES MINIMUM); IF TWO OR MORE LAYERS ARE SPECIFIED, PLACE THE LAYER OF SMALLER GRADATION FIRST AND AVOID MIXING THE LAYERS.
- RIP RAP PLACEMENT
1. IMMEDIATELY AFTER INSTALLING THE FILTER, ADD THE RIP RAP TO FULL THICKNESS IN ONE OPERATION. DO NOT DUMP THROUGH CHUTES OR USE ANY METHOD THAT CAUSES SEGREGATION OF ROCK SIZES OR THAT WILL DISLODGE OR DAMAGE THE UNDERLYING FILTER MATERIAL.
 2. IF FABRIC IS DAMAGED, REMOVE THE RIP RAP AND REPAIR BY ADDING ANOTHER LAYER OF FABRIC, OVERLAPPING THE DAMAGED AREA BY 12 INCHES.
 3. PLACE SMALLER ROCK IN VOIDS TO FORM A DENSE, UNIFORM AND WELL-GRADED MASS. SELECTIVE LOADING AT THE QUARRY AND SOME HAND PLACEMENT MAY BE NEEDED TO ENSURE AN EVEN DISTRIBUTION OF ROCK MATERIAL.
 4. BLEND THE ROCK SURFACE SMOOTHLY WITH THE SURROUNDING AREA TO ELIMINATE PROTRUSIONS OR OVER-FALLS.
- MAINTENANCE
1. INSPECT PERIODICALLY FOR DISPLACED ROCK MATERIAL, SLUMPING AND EROSION AT EDGES, ESPECIALLY DOWN-STREAM OR DOWN-SLOPE.

RIP-RAP FOR SCOUR PROTECTION

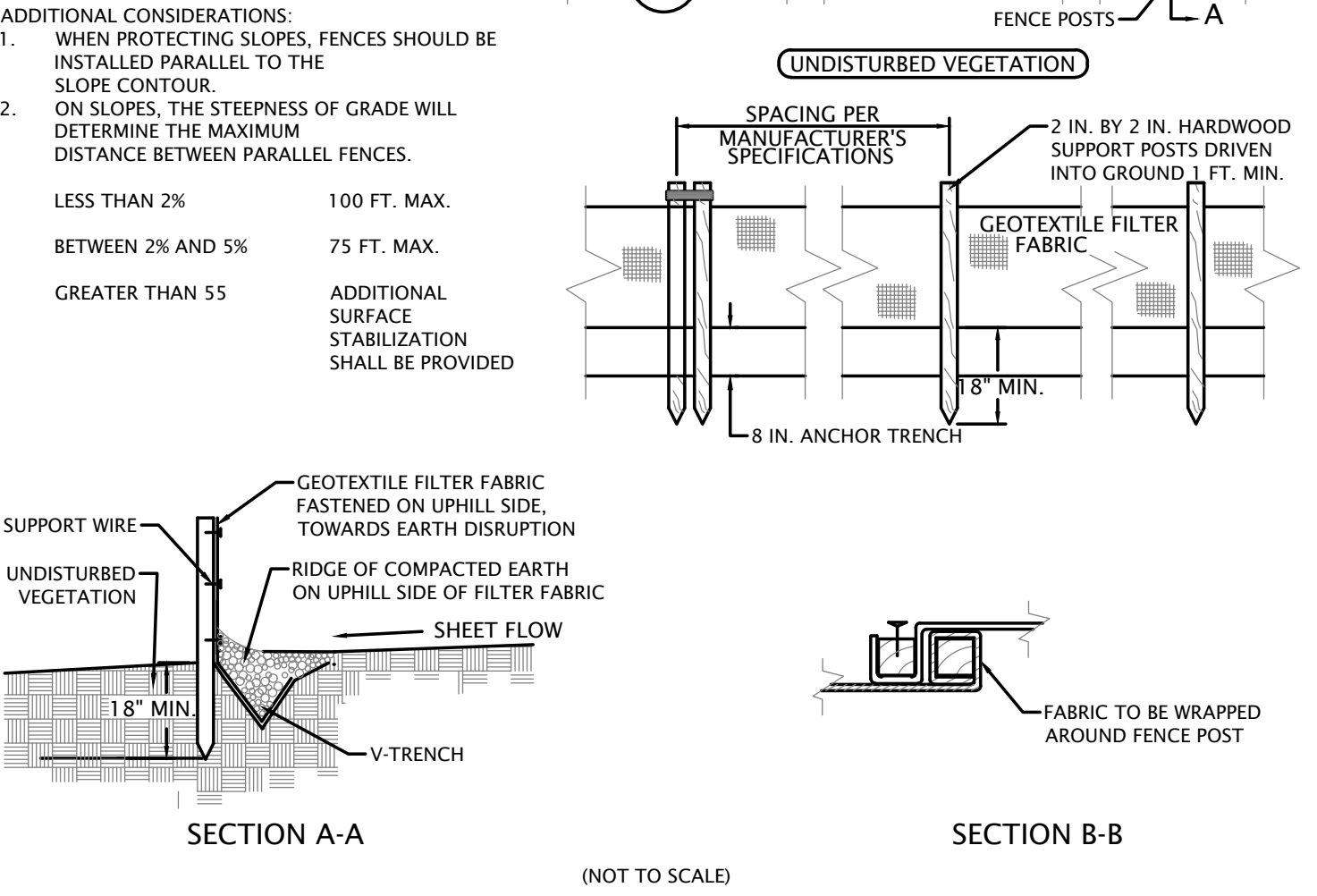
- MATERIAL: HARD, ANGULAR AND WEATHER-RESISTANT, HAVING A SPECIFIC GRAVITY OF AT LEAST 2.5
GRADATION: WELL-GRADED STONE, 50% (BY WEIGHT LARGER THAN THE SPECIFIED #50; HOWEVER, THE LARGEST PIECES SHOULD NOT EXCEED TWO TIMES THE SPECIFIED #50 AND NO MORE THAN 15% OF THE PIECES (BY WEIGHT) SHOULD BE LESS THAN 3 INCHES.
- FILTER: USE GEOTEXTILE FABRIC FOR STABILIZATION AND FILTRATION OR SAND/GRAVEL LAYER PLACED UNDER ALL PERMANENT RIP RAP INSTALLATIONS.
- SLOPE: 2:1 OR FLATTER, UNLESS APPROVED IN THE EROSION AND SEDIMENT CONTROL PLAN.
- SLOPE MINIMUM THICKNESS: TWO TIMES THE SPECIFIED #50 STONE DIAMETER.
- SUBGRADE PREPARATION
1. REMOVE BRUSH, TREES, STUMPS AND OTHER DEBRIS.
 2. EXCAVATE ONLY DEEP ENOUGH FOR BOTH FILTER AND RIP RAP. OVER-EXCAVATION INCREASES THE AMOUNT OF SPOIL CONSIDERABLY.
 3. COMPACT ANY FILL MATERIAL TO THE DENSITY OF THE SURROUNDING UNDISTURBED SOIL.
 4. CUT KEYWAY IN STABLE MATERIAL AT THE BASE OF THE SLOPE TO REINFORCE TOE. KEYWAY DEPTH SHOULD BE 1.5 TIMES THE DESIGN THICKNESS OF THE RIP RAP AND SHOULD EXTEND A HORIZONTAL DISTANCE EQUAL TO THE DESIGN THICKNESS.
 5. SMOOTH THE GRADED FOUNDATION



- FILTER PLACEMENT
1. IF USING GEOTEXTILE FABRIC, PLACE IT ON THE SMOOTHED FOUNDATION, OVERLAP THE EDGES AT LEAST 12 INCHES AND SECURE WITH ANCHOR PINS SPACED EVERY 3 FEET ALONG THE OVERLAP.
 2. IF USING A SAND/GRAVEL FILTER, SPREAD THE WELL-GRADED AGGREGATE IN A UNIFORM LAYER TO THE REQUIRED THICKNESS (6 INCHES MINIMUM); IF TWO OR MORE LAYERS ARE SPECIFIED, PLACE THE LAYER OF SMALLER GRADATION FIRST AND AVOID MIXING THE LAYERS.
- RIP RAP PLACEMENT
1. IMMEDIATELY AFTER INSTALLING THE FILTER, ADD THE RIP RAP TO FULL THICKNESS IN ONE OPERATION. DO NOT DUMP THROUGH CHUTES OR USE ANY METHOD THAT CAUSES SEGREGATION OF ROCK SIZES OR THAT WILL DISLODGE OR DAMAGE THE UNDERLYING FILTER MATERIAL.
 2. IF FABRIC IS DAMAGED, REMOVE THE RIP RAP AND REPAIR BY ADDING ANOTHER LAYER OF FABRIC, OVERLAPPING THE DAMAGED AREA BY 12 INCHES.
 3. PLACE SMALLER ROCK IN VOIDS TO FORM A DENSE, UNIFORM AND WELL-GRADED MASS. SELECTIVE LOADING AT THE QUARRY AND SOME HAND PLACEMENT MAY BE NEEDED TO ENSURE AN EVEN DISTRIBUTION OF ROCK MATERIAL.
 4. BLEND THE ROCK SURFACE SMOOTHLY WITH THE SURROUNDING AREA TO ELIMINATE PROTRUSIONS OR OVER-FALLS.
- MAINTENANCE
1. INSPECT PERIODICALLY FOR DISPLACED ROCK MATERIAL, SLUMPING AND EROSION AT EDGES, ESPECIALLY DOWN-STREAM OR DOWN-SLOPE.

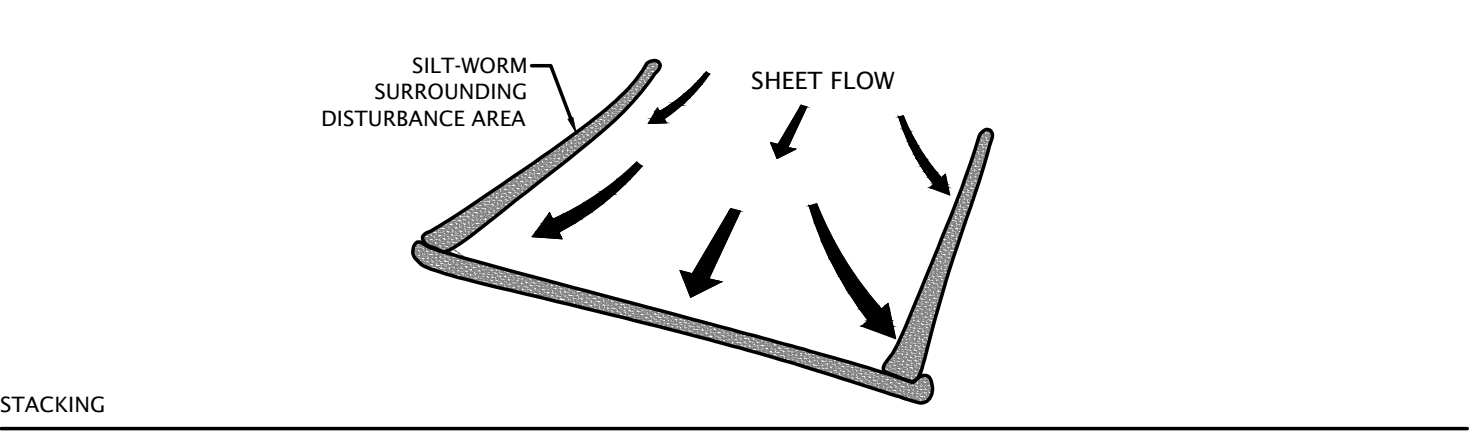
SILT FENCE

- APPROACH: POOL AREA FLAT (LESS THAN 1% SLOPE), WITH SEDIMENT STORAGE OF 945 CU.FT./ACRE DISTURBED.
- MATERIALS: ECONOMY BLUE STRIPE SILT FENCE WITH POSTS, MANUFACTURED BY MIDWEST CONSTRUCTION PRODUCTS AT (800) 532-2381 OR APPROVED EQUAL.
- ANCHORING: 2 INCH BY 2 INCH HARDWOOD STAKES WITH A LENGTH EQUAL TO THE HEIGHT OF THE SILT FENCE PLUS 1 FOOT.
- INSTALLATION:
1. DRIVE STAKES 1 FT. (MINIMUM) INTO GROUND AND ATTACH FABRIC TO STAKES WITH STAPLER.
 2. BOTTOM OF FABRIC SHALL BE PLACED UNDER 6 INCHES COMPACTED SOIL TO PREVENT SEDIMENT FLOW UNDERNEATH THE FENCE.
 3. ENSURE THAT ALL SUPPORTING POSTS ARE ON THE DOWN SLOPE SIDE OF THE FENCING.
- MAINTENANCE:
1. INSPECT AFTER EACH STORM EVENT.
 2. REMOVE BUILT-UP SEDIMENT AND REPAIR/REPLACE THE SILT FENCE AS NEEDED.
- ADDITIONAL CONSIDERATIONS:
1. WHEN PROTECTING SLOPES, FENCES SHOULD BE INSTALLED PARALLEL TO THE SLOPE CONTOUR.
 2. ON SLOPES, THE STEEPNESS OF GRADE WILL DETERMINE THE MAXIMUM DISTANCE BETWEEN PARALLEL FENCES.
- LESS THAN 2% 100 FT. MAX.
BETWEEN 2% AND 5% 75 FT. MAX.
GREATER THAN 5% 50 FT. MAX.
- ADDITIONAL SURFACE STABILIZATION SHALL BE PROVIDED

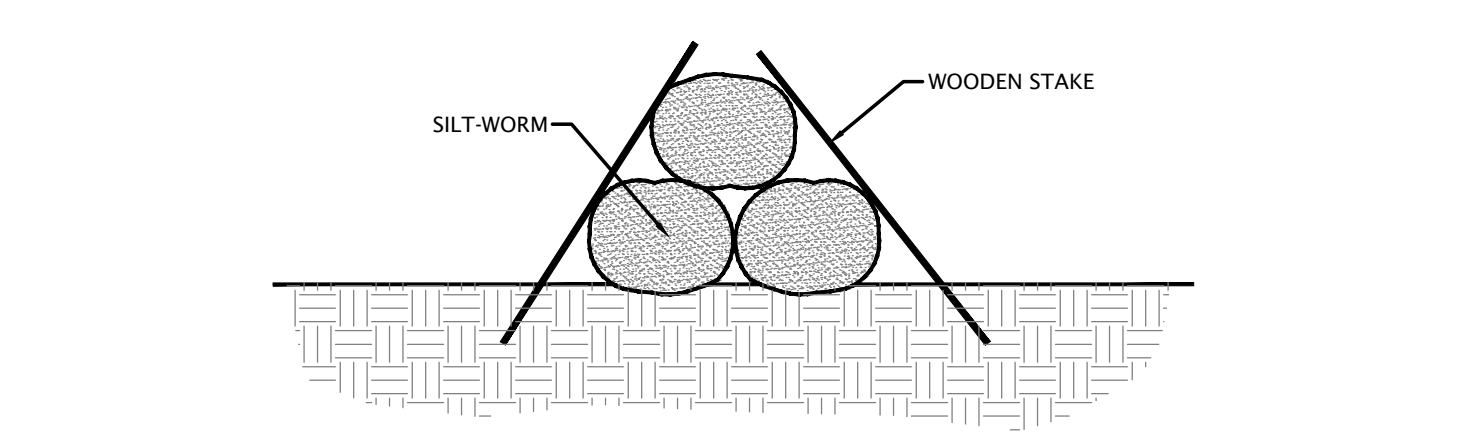


SILT-WORM

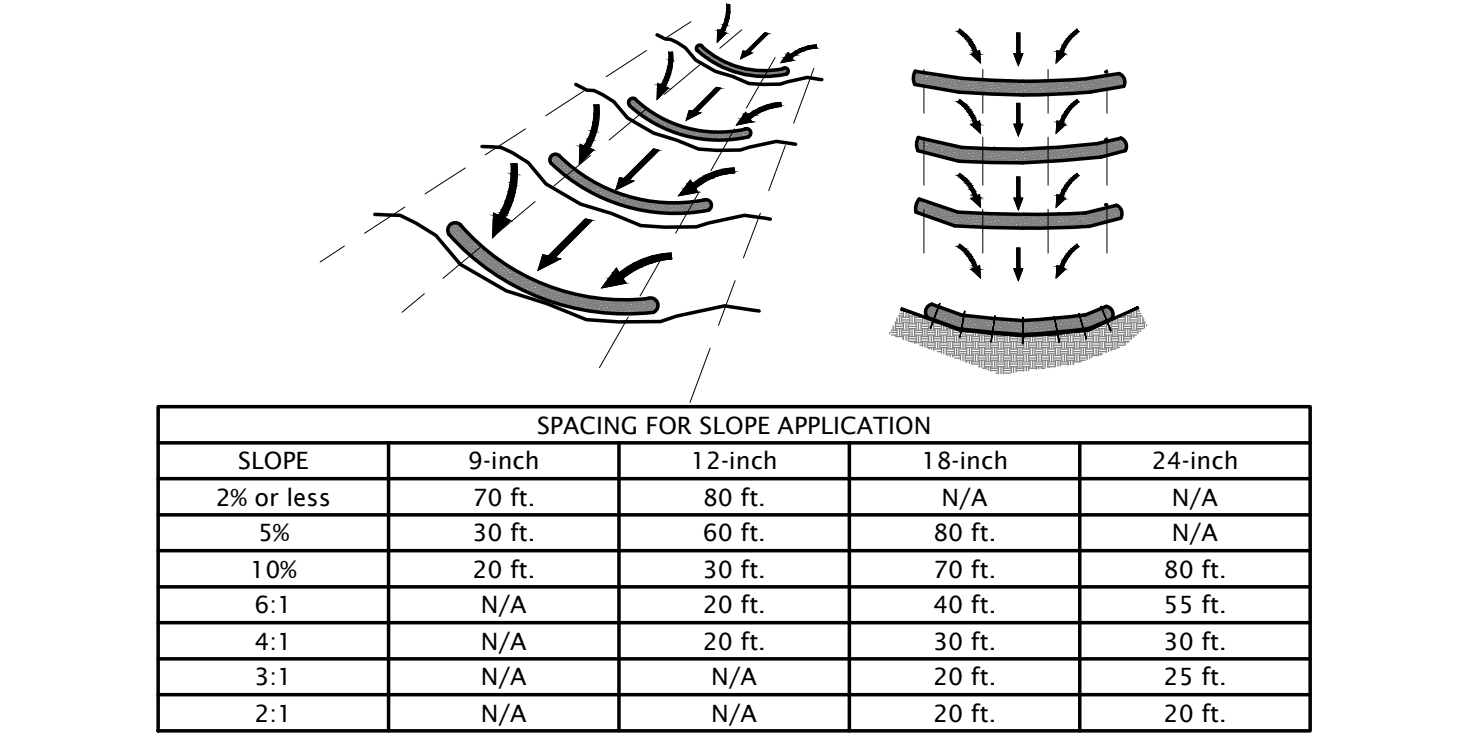
- MATERIAL: SILT-WORM OR APPROVED EQUAL
- DIAMETER: 9 INCHES MINIMUM
- PERIMETER CONTROL
- INSTALLATION:
1. PLACE SILT-WORM DIRECTLY ON TOP OF GRADE FOR GRADES UNDER 12%.
 2. ARRANGE PERIMETER CONTROL IN A MANNER THAT IS APPLIED PERPENDICULAR TO SHEET FLOW.
 3. OVERLAP CONTIGUOUS SECTIONS OF SILT-WORM AT A MINIMUM OF 6 INCHES.



- STACKING
- INSTALLATION:
1. PLACE SILT-WORM DIRECTLY ON TOP OF GRADE FOR GRADES UNDER 12%.
 2. STACK SILT-WORM IN A STAGGERED MANNER, AS SHOWN BELOW.
 3. OVERLAP CONTIGUOUS SECTIONS OF SILT-WORM AT A MINIMUM OF 6 INCHES.



- SLOPE INTERRUPTION / DITCH CHECK
- INSTALLATION:
1. PLACE SILT-WORM PERPENDICULAR TO SHEET FLOW AND CURL ENDS UP TOWARD TOP OF SLOPE.
 2. STAKE THE SILT-WORM EVERY 4 FEET AND OVERLAP THE ENDS BETWEEN 1 AND 2 FEET.
 3. PLACE A LINE OF DEFENSE AT THE TOP OF THE SLOPE AND ANOTHER WITHIN 10 FEET FROM TOE OF SLOPE.

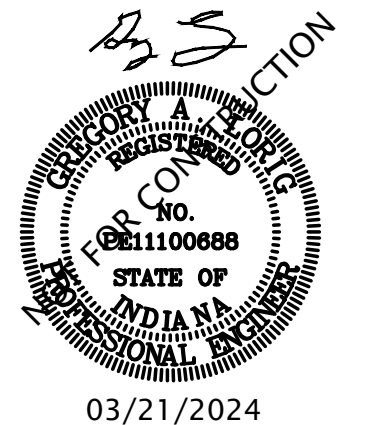


SPACING FOR SLOPE APPLICATION				
SLOPE	9-inch	12-inch	18-inch	24-inch
2% or less	70 ft.	80 ft.	N/A	N/A
5%	30 ft.	60 ft.	80 ft.	N/A
10%	30 ft.	30 ft.	70 ft.	80 ft.
6:1	N/A	20 ft.	40 ft.	55 ft.
4:1	N/A	20 ft.	30 ft.	30 ft.
3:1	N/A	N/A	20 ft.	25 ft.
2:1	N/A	N/A	20 ft.	20 ft.

- SILT-WORM MAINTENANCE GUIDELINES
- INSPECT WITHIN 24 HOURS OF A RAIN EVENT AND AT LEAST ONCE EVERY 7 CALENDAR DAYS.
 - IF SILT-WORM TEARS, STARTS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED PORTION IMMEDIATELY. NOTE: ALL REPAIRS SHOULD MEET SPECIFICATIONS AS OUTLINED WITHIN THIS MEASURE.
 - REMOVE DEPOSITED SEDIMENT WHEN IT IS CAUSING THE SILT-WORM TO BULGE OR WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT-WORM AT ITS LOWEST POINT. WHEN CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED, REMOVE THE SILT-WORM AND SEDIMENT DEPOSITS, GRADE THE SITE TO BLEND WITH THE SURROUNDING AREA, AND STABILIZE.



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MJF DEVELOPMENT, INC.
1151 W. US HWY 30
VALPARAISO, IN, 46383

DATE:	REVISIONS AND NOTES:

US 30 & MARSH DEVELOPMENT
Stormwater Pollution
Prevention Plan Details

NO SCALE	
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DESIGN BY HRS	DATE 02/01/24
PROJECT NO. 22-0581	
C302	

NOT FOR CONSTRUCTION

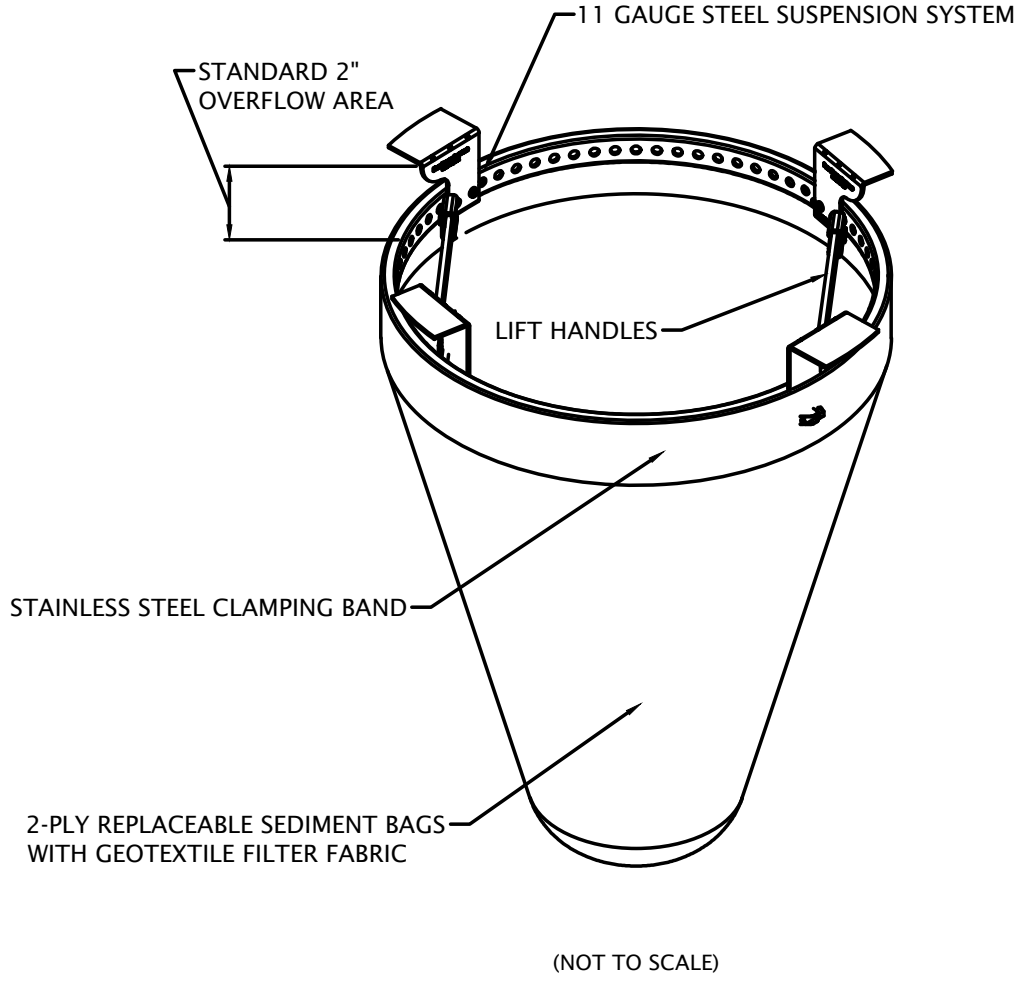
SEDIMENT CONTROL MEASURES (continued)

INLET PROTECTION

MATERIAL: FLEKSTORM CATCH-IT BY ADS, INC. OR APPROVED EQUAL.
ADS CAN BE CONTACTED AT (866) 287-8655

SPECIFICATIONS FOR STANDARD BAGS BY NOMINAL SIZE				
Nominal Bag Size	Solids Storage (Cu Ft)	Filtered Flow Rate at 50% Max (CFS)	Pr (Wet)	Pr (New/Wet)
Small	1.6	1.2	0.9	
Medium	2.1	1.7	1.3	
Large	3.8	2.7	1.9	
XL	4.9	3.6	2.6	

- INSTALLATION:
1. REMOVE GRATE; INSTALL PRIOR TO LAND DISTURBING ACTIVITIES AND/OR IMMEDIATELY AFTER DRAINAGE STRUCTURES HAVE BEEN INSTALLED
 2. DROP INLET PROTECTION ONTO LOAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE.
 3. REPLACE GRATE.



INLET PROTECTION - CURB BASKET

CONTRIBUTING DRAINAGE AREA: 0.25 ACRE MAXIMUM

LOCATION: AT CURB INLETS WHERE BARRIERS SURROUNDING THEM WOULD BE IMPRACTICAL OR UNSAFE

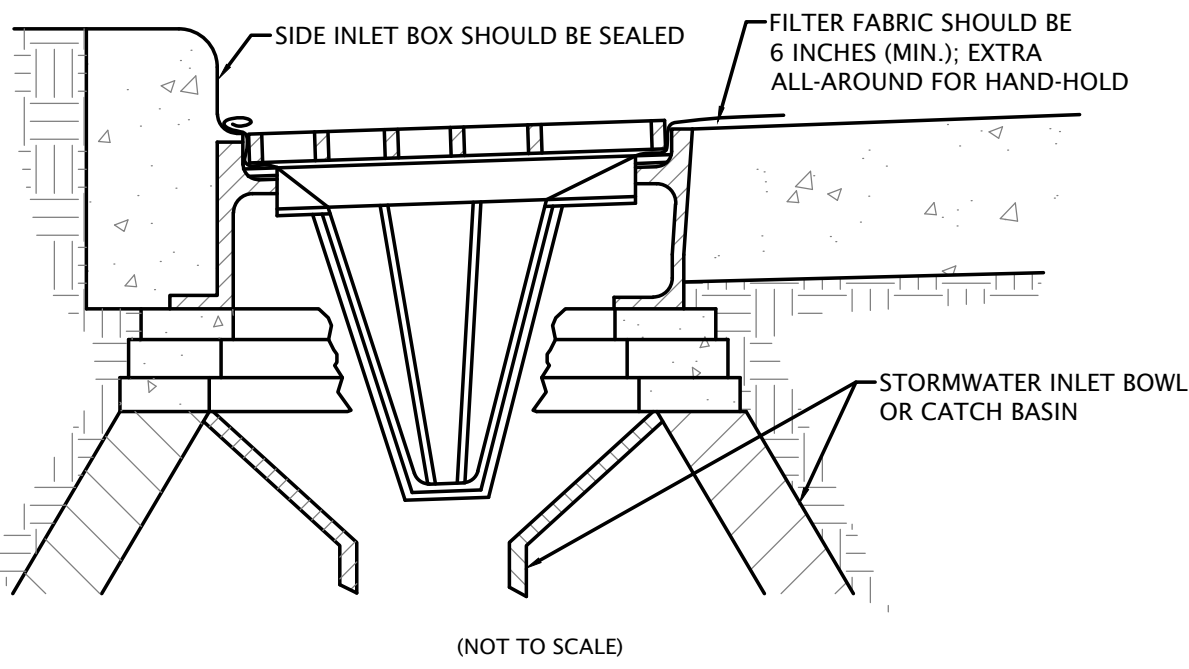
MATERIAL: D2 CATCH-ALL INLET PROTECTOR OR APPROVED EQUAL
D2 LAND & WATER RESOURCE (WWW.D2LWR.COM OR 800-597-2180)

CAPACITY: RUNOFF FROM A 2-YEAR FREQUENCY, 24-HOUR DURATION STORM EVENT ENTERING A STORM DRAIN WITHOUT BYPASS FLOW

BASKET: FABRICATED METAL WITH TOP WIDTH/LENGTH DIMENSIONS SUCH THAT THE BASKET FITS INTO THE INLET WITHOUT GAPS

GEOTEXTILE FABRIC: FOR FILTRATION

- INSTALLATION:
1. INSTALL BASKET CURB INLET PROTECTIONS AS SOON AS INLET BOXES ARE INSTALLED IN THE NEW DEVELOPMENT OR BEFORE LAND-DISTURBING ACTIVITIES BEGIN IN A STABILIZED AREA.
 2. IF NECESSARY, ADAPT BASKET DIMENSIONS TO FIT INLET BOX DIMENSIONS, WHICH VARY ACCORDING TO THE MANUFACTURER AND/OR MODEL.
 3. SEAL THE SIDE INLETS ON THOSE TYPES OF INLET BOXES THAT HAVE THEM.
 4. REMOVE THE GRATE AND PLACE THE BASKET IN THE INLET.
 5. CUT AND INSTALL A PIECE OF FILTER FABRIC LARGE ENOUGH TO LINE THE INSIDE OF THE BASKET AND EXTEND AT LEAST 6 INCHES BEYOND THE FRAM.
 6. REPLACE THE INLET GRATE, WHICH ALSO SERVES TO ANCHOR THE FABRIC.



- MAINTENANCE:
1. INSPECT AFTER EACH STORM EVENT.
 2. REMOVE BUILT-UP SEDIMENT AND REPAIR (OR REPLACE IF NECESSARY) THE GEOTEXTILE FABRIC AFTER EACH STORM EVENT.
 3. PERIODICALLY REMOVE SEDIMENT AND TRACKED-ON SOIL FROM THE STREET (BUT NOT BY FLUSHING WITH WATER) TO REDUCE THE SEDIMENT LOAD ON THIS CURB INLET PRACTICE.

- COMMON CONCERNS:
1. SEDIMENT NOT REMOVED AND GEOTEXTILE FABRIC NOT REPLACED FOLLOWING A STORM EVENT RESULTS IN INCREASED SEDIMENT, TRACKING, TRAFFIC HAZARD, AND EXCESSIVE PONDING.
 2. GEOTEXTILE FABRIC PERMITTIVITY THAT IS TOO LOW RESULTS IN RAPID CLOGGING AND CAUSES SEVERE PONDING WITH SEDIMENT ENTERING THE DRAIN IF THE FABRIC BREAKS.
 3. DRAINAGE AREA TOO LARGE RESULTS IN SEDIMENT OVERLOAD AND SEVERE PONDING; SEDIMENT ENTERS THE DRAIN IF FABRIC BREAKS.

TEMPORARY CONSTRUCTION ENTRANCE/EXIT PAD

MATERIAL: 2 TO 3 INCHES OF WASHED STONE (INDOT #2 AGGREGATE) OVER A STABLE FOUNDATION

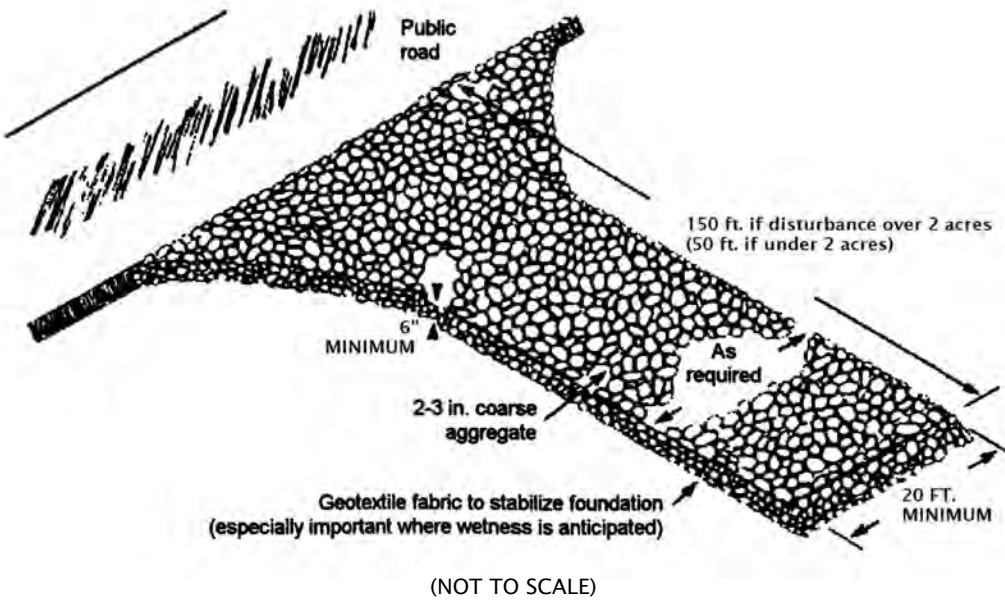
THICKNESS: 8 INCHES MINIMUM

WIDTH: 20 FEET MINIMUM OR FULL WIDTH OF ENTRANCE/EXIT ROADWAY, WHICHEVER IS GREATER

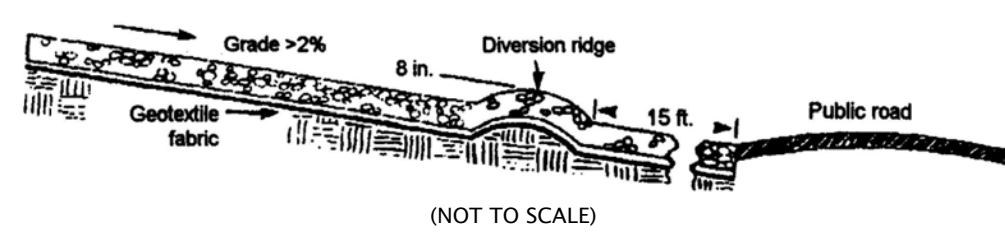
LENGTH: 150 FEET MINIMUM (50 FEET MINIMUM IF SITE DISTURBANCE IS UNDER 2.0 ACRES)

WASHING FACILITY: LEVEL AREA WITH 3 INCHES OF WASHED STONE (MINIMUM) OR A COMMERCIAL RACK AND WASTE WATER DIVERTED TO A SEDIMENT TRAP OR BASIN (PRACTICE 3.72)

GEOTEXTILE FABRIC UNDERLINER: MAY BE USED UNDER WET CONDITIONS OR FOR SOILS WITHIN A HIGH SEASONAL WATER TABLE TO PROVIDE GREATER BEARING STRENGTH



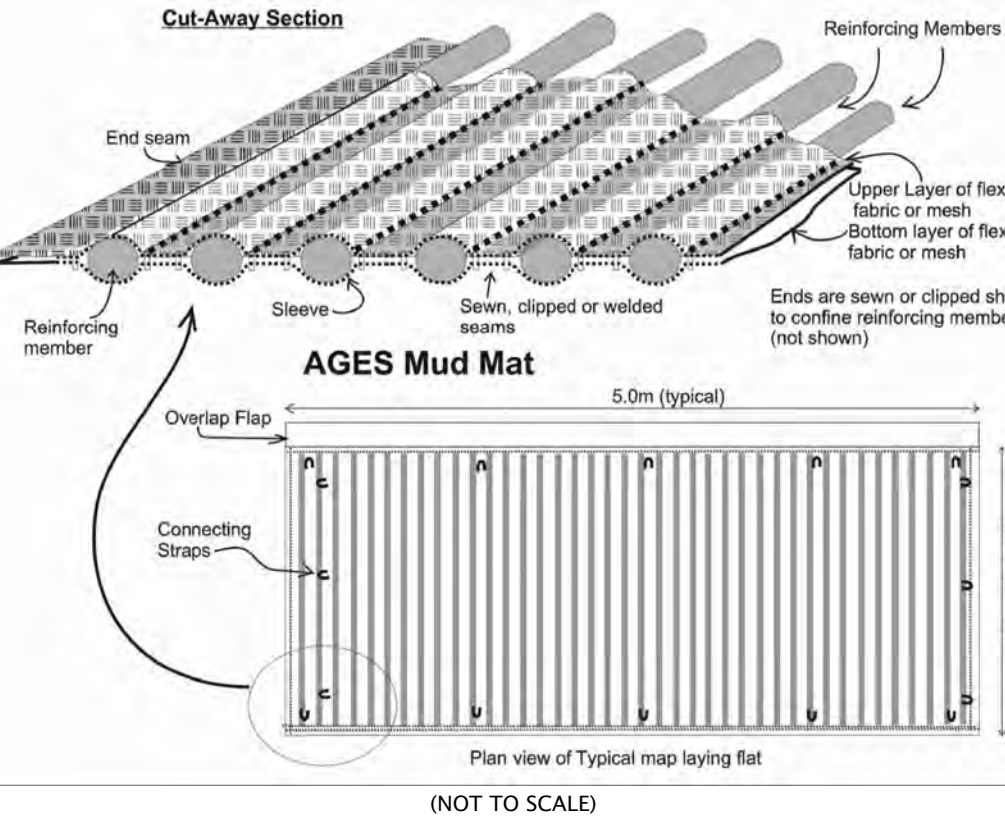
- INSTALLATION:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES IN PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA, AND GRADE AND CROWN FOR POSITIVE DRAINAGE.
 3. IF SLOPE TOWARDS THE ROAD EXCEEDS 2%, CONSTRUCT A 6-8 IN. HIGH WATER BAR (RIDGE) WITH 3:1 SIDE SLOPES ACROSS THE FOUNDATION AREA ABOUT 15 FT. FROM THE ENTRANCE TO DIVERT RUNOFF AWAY FROM THE ROAD (PRACTICE 3.24) SEE EXHIBIT.
 4. INSTALL PIPE UNDER THE PAD IF NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE.
 5. IF WET CONDITIONS ARE ANTICIPATED, PLACE GEOTEXTILE FABRIC ON THE GRADED FOUNDATION TO IMPROVE STABILITY.
 6. PLACE STONE TO DIMENSIONS AND GRADE SHOWN IN THE EROSION/SEDIMENT CONTROL PLAN, LEAVING THE SURFACE SMOOTH AND SLOPED FOR DRAINAGE.
 7. DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE STONE PAD TO A SEDIMENT TRAP OR BASIN.



- MAINTENANCE:
1. INSPECT ENTRANCE PAD AND SEDIMENT DISPOSAL AREA WEEKLY AND AFTER STORM EVENTS OR HEAVY USE.
 2. RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.
 3. TOP-DRESS WITH CLEAN STONE AS NEEDED.
 4. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. FLUSHING SHOULD ONLY BE USED IF THE WATER IS CONVEYED INTO A SEDIMENT TRAP OR BASIN.
 5. REPAIR ANY BROKEN ROAD PAVEMENT IMMEDIATELY.

MUD MATS - ENTRANCE STABILIZATION

MATERIAL: MUD MAT BY AGES, RE-USABLE SOIL STABILIZATION SYSTEM OR APPROVED EQUAL



- INSTALLATION:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES IN PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA, AND GRADE AND CROWN FOR POSITIVE DRAINAGE.
 3. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. UNROLL, CONNECT MATS TOGETHER TO FORM AREA OF PROTECTION AND PROPERLY ANCHOR TO GROUND.
 4. DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE MUD MAT TO A SEDIMENT TRAP OR BASIN.
 5. MINIMUM SIZE OF THE MAT IS 12 FEET WIDE AND 50 FEET LONG.

- MAINTENANCE:
1. INSPECT ENTRANCE PAD DAILY AND REMOVE BUILT-UP DEBRIS AS NECESSARY.
 2. INSPECT ENTRANCE PAD FOR BREAKS AND TEARS IN THE MATERIAL. REPAIR OR REPLACE AS NECESSARY.
 3. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. FLUSHING SHOULD ONLY BE USED IF THE WATER IS CONVEYED INTO A SEDIMENT TRAP OR BASIN.
 4. REPAIR ANY BROKEN ROAD PAVEMENT IMMEDIATELY.

MATERIAL MANAGEMENT MEASURES (HOUSEKEEPING)

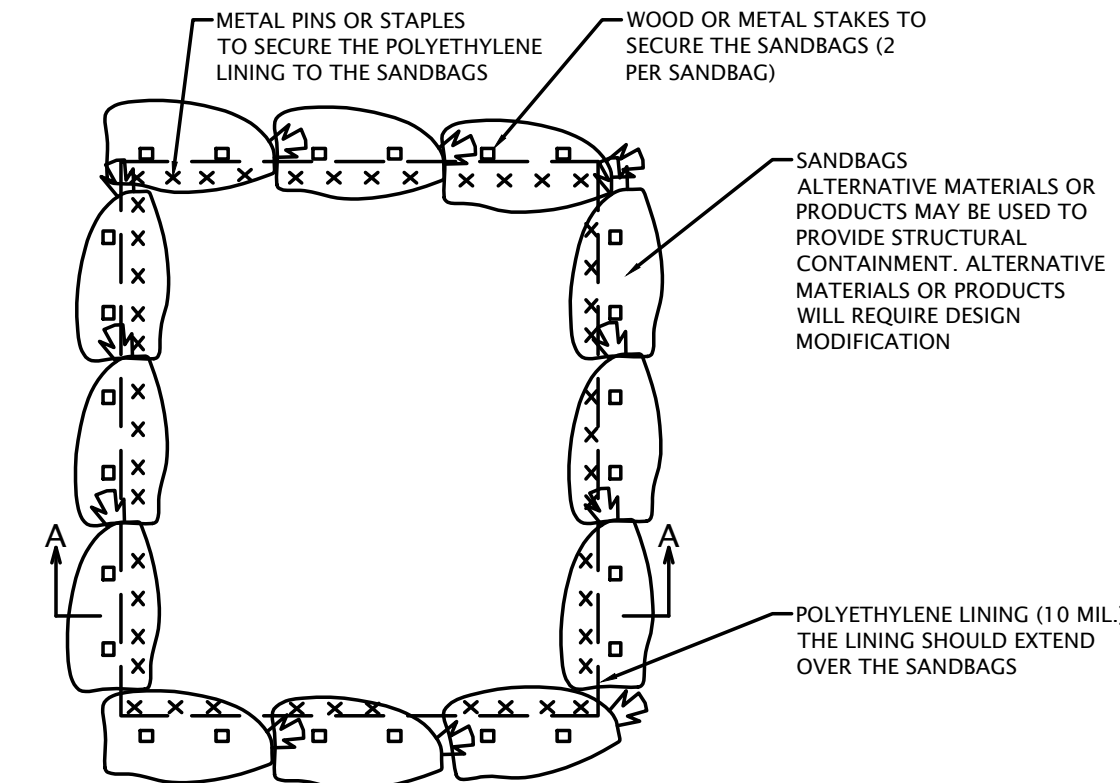
CONCRETE WASHOUT

MATERIALS: MINIMUM OF TEN MIL POLYETHYLENE SHEETING, FREE OF HOLES, TEARS, AND OTHER DEFECTS
ORANGE SAFETY FENCING OR EQUIVALENT
SANDBAGS
METAL PINS OR STAPLES SIX INCHES IN LENGTH MINIMUM.

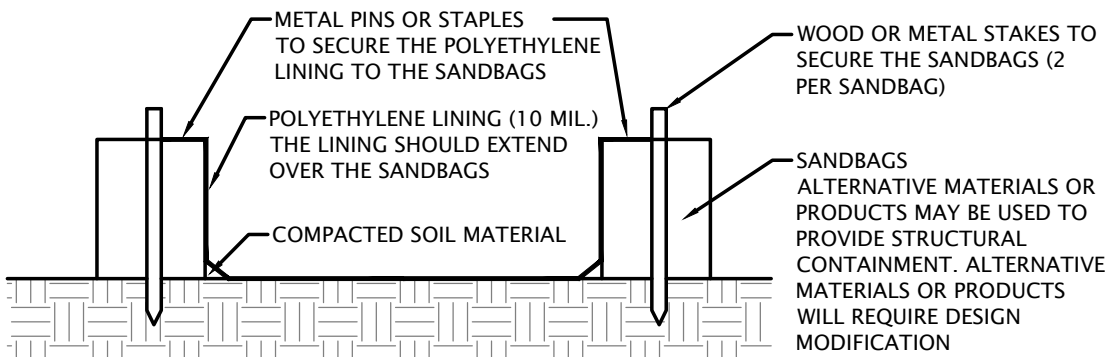
- LOCATION:
1. LOCATE CONCRETE WASHOUT SYSTEMS AT LEAST 50 FEET FROM ANY CREEKS, WETLANDS, DITCHES, KARST FEATURES, OR STORM DRAINS/MANMADE CONVEYANCE SYSTEMS.
 2. LOCATE CONCRETE WASHOUT SYSTEMS IN RELATIVELY FLAT AREAS THAT HAVE ESTABLISHED VEGETATIVE COVER AND DO NOT RECEIVE RUNOFF FROM ADJACENT LAND AREAS.
 3. LOCATE AWAY FROM OTHER CONSTRUCTION TRAFFIC IN AREAS THAT PROVIDE EASY ACCESS FOR CONCRETE TRUCKS.

- INSTALLATION:
1. A BASE SHALL BE CONSTRUCTED AND PREPARED THAT IS FREE OF ROCKS AND OTHER DEBRIS THAT MAY CAUSE TEARS OR PUNCTURES IN THE POLYETHYLENE LINING.
 2. INSTALL THE POLYETHYLENE LINING. FOR EXCAVATED SYSTEMS, THE LINING SHOULD EXTEND OVER THE ENTIRE EXCAVATION. THE LINING FOR BERMED SYSTEMS SHOULD BE INSTALLED OVER THE POOLING AREA WITH ENOUGH MATERIAL TO EXTEND THE LINING OVER THE BERM OR CONTAINMENT SYSTEM. THE LINING SHOULD BE SECURED WITH PINS, STAPLES, OR OTHER FASTENERS.
 3. PLACE FLAGS, SAFETY FENCING, OR EQUIVALENT TO PROVIDE A BARRIER TO CONSTRUCTION EQUIPMENT AND OTHER TRAFFIC.
 4. INSTALL SIGNAGE THAT IDENTIFIES CONCRETE WASHOUT AREAS.
 4. WHERE NECESSARY, PROVIDE STABLE INGRESS AND EGRESS OR ALTERNATIVE APPROACH PAD.

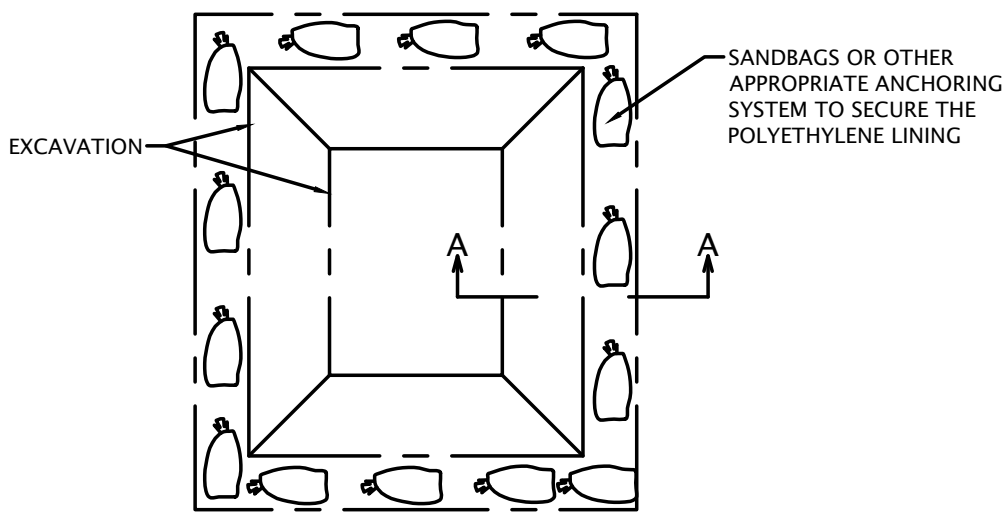
- MAINTENANCE:
1. INSPECT DAILY AND AFTER EACH STORM EVENT.
 2. INSPECT THE SYSTEM FOR LEAKS, SPILLS, AND TRACKING OF SOIL BY EQUIPMENT.
 3. INSPECT THE POLYETHYLENE LINING FOR FAILURE, INCLUDING TEARS AND PUNCTURES.
 4. ONCE CONCRETE WASTES HARDEN, REMOVE AND DISPOSE OF THE MATERIAL.
 5. EXCESS CONCRETE SHOULD BE REMOVED WHEN THE WASHOUT SYSTEM REACHES 50 PERCENT OF THE DESIGN CAPACITY. USE OF THE SYSTEM SHOULD BE DISCONTINUED UNTIL APPROPRIATE MEASURES CAN BE INITIATED TO CLEAN THE STRUCTURE.
 6. UPON REMOVAL OF THE SOLIDS, INSPECT THE STRUCTURE. REPAIR THE STRUCTURE AS NEEDED OR CONSTRUCT A NEW SYSTEM.
 7. DISPOSE OF ALL CONCRETE IN A LEGAL MANNER. REUSE THE MATERIAL ON SITE, RECYCLE, OR HAUL THE MATERIAL TO AN APPROVED CONSTRUCTION/DEMOLITION LANDFILL SITE. RECYCLING OF MATERIAL IS ENCOURAGED. THE WASTE MATERIAL CAN BE USED FOR MULTIPLE APPLICATIONS INCLUDING BUT NOT LIMITED TO ROADBEDS AND BUILDING. THE AVAILABILITY FOR RECYCLING SHOULD BE CHECKED LOCALLY.
 8. THE PLASTIC LINER SHOULD BE REPLACED AFTER EVERY CLEANING; THE REMOVAL OF MATERIAL WILL USUALLY DAMAGE THE LINING.
 9. THE CONCRETE WASHOUT SYSTEM SHOULD BE REPAIRED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE.
 10. CONCRETE WASHOUT SYSTEMS ARE DESIGNED TO PROMOTE EVAPORATION. HOWEVER, IF THE LIQUIDS DO NOT EVAPORATE AND THE SYSTEM IS NEAR CAPACITY IT MAY BE NECESSARY TO VACUUM OR REMOVE THE LIQUIDS AND DISPOSE OF THEM IN AN ACCEPTABLE METHOD. DISPOSAL MAY BE ALLOWED AT THE LOCAL SANITARY SEWER AUTHORITY PROVIDED THEIR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS ALLOW FOR ACCEPTANCE OF THIS MATERIAL. ANOTHER OPTION WOULD BE TO UTILIZE A SECONDARY CONTAINMENT SYSTEM OR BASIN FOR FURTHER Dewatering.
 9. INSPECT CONSTRUCTION ACTIVITIES ON A REGULAR BASIS TO ENSURE SUPPLIERS, CONTRACTORS, AND OTHERS ARE UTILIZING DESIGNATED WASHOUT AREAS. IF CONCRETE WASTE IS BEING DISPOSED OF IMPROPERLY, IDENTIFY THE VIOLATORS AND TAKE APPROPRIATE ACTION.
 10. WHEN CONCRETE WASHOUT SYSTEMS ARE NO LONGER REQUIRED, THE CONCRETE WASHOUT SYSTEMS SHALL BE CLOSED. DISPOSE OF ALL HARDENED CONCRETE AND OTHER MATERIALS USED TO CONSTRUCT THE SYSTEM.
 11. HOLES, DEPRESSIONS, AND OTHER LAND DISTURBANCES ASSOCIATED WITH THE SYSTEM SHOULD BE BACKFILLED, GRADED, AND STABILIZED.



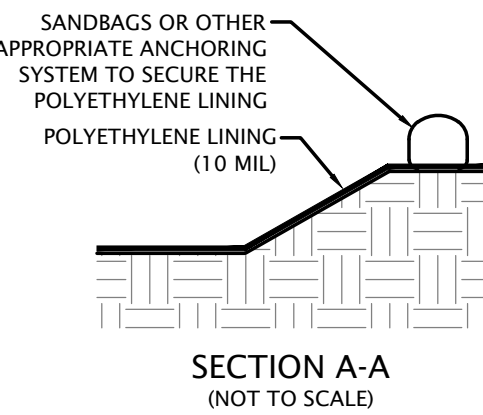
ABOVE GRADE CONCRETE WASHOUT
(NOT TO SCALE)



SECTION A-A
(NOT TO SCALE)



BELOW GRADE CONCRETE WASHOUT
(NOT TO SCALE)



SECTION A-A
(NOT TO SCALE)

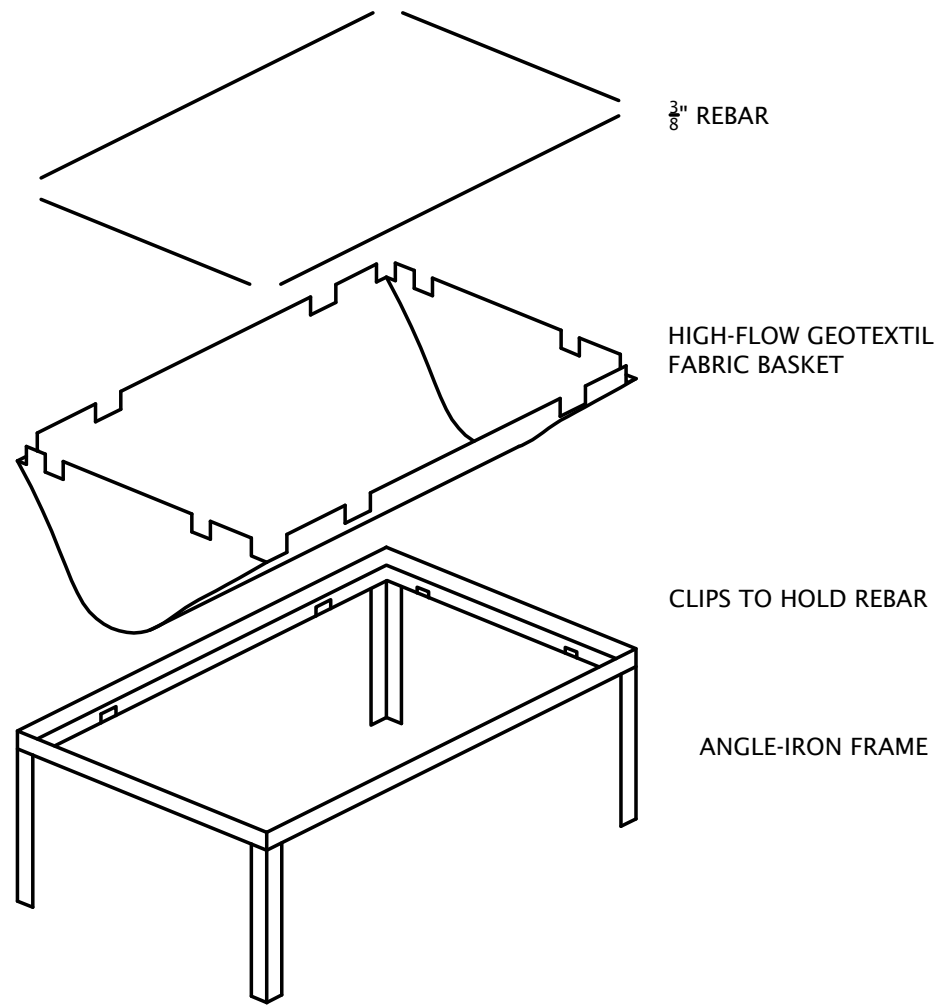
- COMMON CONCERNS:
1. COMPLETE CONSTRUCTION/INSTALLATION OF THE SYSTEM AND HAVE WASHOUT LOCATIONS OPERATIONAL PRIOR TO CONCRETE DELIVERY.
 2. IT IS RECOMMENDED THAT WASHOUT SYSTEMS BE RESTRICTED TO WASHING CONCRETE FROM MIXER AND PUMP TRUCKS AND NOT USED TO DISPOSE OF EXCESS CONCRETE OR RESIDUAL LOADS DUE TO POTENTIAL TO EXCEED THE DESIGN CAPACITY OF THE WASHOUT SYSTEM.
 3. INSTALL SYSTEMS AT STRATEGIC LOCATIONS THAT ARE CONVENIENT AND IN CLOSE PROXIMITY TO WORK AREAS AND IN SUFFICIENT NUMBER TO ACCOMMODATE THE DEMAND FOR DISPOSAL.
 4. INSTALL SIGNAGE IDENTIFYING THE LOCATION OF CONCRETE WASHOUT SYSTEMS.

FRYEFLOW FILTRATION SYSTEMS WASHOUT

MATERIALS: FRYE-FLOW FILTRATION SYSTEMS CONCRETE WASHOUT DEVICE OR APPROVED EQUAL

- INSTALLATION:
1. INSERT REBAR INTO POCKETS OF DEBRIS BAG.
 2. INSTALL FRYEFLOW SYSTEMS DEBRIS BAG INTO ANGLE IRON FRAME.
 3. MAKE SURE REBAR SETS BEHIND REBAR BRACKETS.
 4. MAKE SURE FRAME AND BAG IS SET ON FLAT SURFACE.
 5. INSTALL SIGNAGE THAT IDENTIFIES CONCRETE WASHOUT AREAS.
 6. WHERE NECESSARY, PROVIDE STABLE INGRESS AND EGRESS OR ALTERNATIVE APPROACH PAD.

- MAINTENANCE:
1. ONCE DEBRIS BAG IS FULL, USE HANDLES PROVIDED TO LIFT OUT OF FRAME.
 2. REMOVE REBAR FROM SIDE POCKETS.
 3. INSERT NEW DEBRIS BAG.



SPILL PREVENTION AND CONTROL PLAN

1. ONLY APPROVED FUEL STORAGE TANK SHALL BE ALLOWED ON SITE.
2. SPILL KITS MUST BE LOCATED ON-SITE IN THE VICINITY OF THE FUEL STORAGE SINK.
3. MOBILE FUELING SHALL BE USED WHENEVER POSSIBLE.
4. FUELING SHOULD TAKE PLACE IN A CENTRAL LOCATION.
5. EQUIPMENT SHOULD BE KEPT IN GOOD WORKING ORDER, WELL MAINTAINED SO THAT BREAKDOWNS, AND EQUIPMENT FAILURES ARE REDUCED.

FUEL STORAGE

1. ALL FUEL TANKS ON SITE SHALL HAVE SECONDARY CONTAINMENT APPROVED BY IDEM.
2. NO FUEL TANKS ARE TO BE LOCATED WITHIN 100 FEET OF A STORM SEWER INLET.
3. FUEL STORAGE SYSTEM SHALL BE KEPT IN GOOD WORKING ORDER AND SHALL BE SUBJECT TO PERIODIC IDEM INSPECTIONS.
4. SPILL KITS MUST BE LOCATED ON-SITE IN THE VICINITY OF THE FUEL STORAGE SINK.
5. FUEL TANKS SHALL HAVE A SAFETY GAUGE.

STOCKPILES

1. THE CONTRACTOR SHALL LOCATE TOPSOIL STOCKPILES ON-SITE AS NOTED ON THE S.W.P.P.P. AND SHALL ENCOMPASS EACH WITH SEDIMENT DITCH AND SILT FENCE.
2. IN CASES WHERE THE STOCKPILE IS SMALL AND WILL BE REMOVED FROM THE SITE WITHIN 15 DAYS, THE CONTRACTOR CAN COVER THE STOCKPILE WITH A WATERPROOF TARP/AULINE TYPE COVER.
3. NO OFF-SITE STOCKPILES ARE BEING PROPOSED. ANY OFF-SITE STOCKPILES THAT THE CONTRACTOR UTILIZES SHALL FOLLOW THE SAME REQUIREMENTS AS ON-SITE STOCKPILES. THE CONTRACTOR SHALL IDENTIFY TO THE LOCAL S.W.P.P.P. ENFORCEMENT AGENCY THE LOCATIONS OF ANY OFF-SITE STOCKPILES.

TEMPORARY FACILITIES

1. THE CONTRACTOR SHALL FOLLOW THE PROCEDURES DELINEATED ON THE PLAN IN ORDER TO CONSTRUCT AND MAINTAIN THE FACILITIES SHOWN ON THE DRAWINGS TO CONTROL WATER AND WIND EROSION DURING CONSTRUCTION OF THE PROJECT.
2. ALL DISTURBED SURFACE AREAS (INCLUDING UTILITY TRENCHES) SHALL BE TEMPORARILY GRADED AND/OR DITCHED TO DIRECT WATER RUNOFF FROM SUCH AREAS TO SEDIMENTATION CONTROL DEVICES WHICH WILL PREVENT DISTURBING ERODED WATER CARRYING SOIL FROM ENTERING A WATERCOURSE, SEWER, OR ADJACENT LANDS. SUCH SEDIMENTATION CONTROL DEVICES SHALL INCLUDE BUT NOT BE LIMITED TO PROTECTIVE DITCHES, SEDIMENT TRAPS, SEDIMENT FILTERS, DITCH TRAPS, PIPE BARRIERS, SILE DIKES, CHECK DAMS, CHEMICAL SETTLING FILTERS.
3. UPON COMPLETION OF THE ROUGH GRADING ALL AREAS NOT EFFECTED BY CONSTRUCTION TRAFFIC SHALL BE PERMANENTLY SEEDED, AND EROSION CONTROL BLANKETS INSTALLED ON SIDE SLOPES THAT EXCEED 5:1.
4. UPON COMPLETION OF THE STORM SEWER SYSTEM, INLET PROTECTION SHALL BE INSTALLED, CHECK DAMS INSTALLED IN THE SWALES, AND TEMPORARY RIPRAP WITH SETTLING BASINS PLACED AT THE OUTFALLS OF ALL PIPE.
5. IN ROADWAY AREAS TEMPORARY AGGREGATE SURFACING SHALL BE PLACED IMMEDIATELY AFTER THE BACKFILLING HAS BEEN COMPLETED. POSITIVE DUST CONTROL MEASURES SHALL BE TAKEN AT ALL TIMES.
6. WITHIN 14 DAYS FROM THE DATE A PROJECT IMPROVEMENT IS INSTALLED THE CONTRACTOR SHALL PROCEED WITH FINAL CLEANUP AND RESTORATION OF THE PROJECT AREA DISTURBED INCLUDING POIL AREAS AND COMPLETE SUCH OPERATIONS WITHIN THE NEXT 15 DAYS. IF SEASONAL CONDITIONS PREVENT FINAL CLEANING AND RESTORATION, THE CONTRACTOR SHALL PROCEED WITH TEMPORARY STABILIZATION OF THE DISTURBED AREAS. FINAL CLEANUP AND RESTORATION WILL CONSIST OF FINAL GRADING, APPLYING TOPSOIL, SEEDING AND MULCHING AND/OR SODDING OF ALL DISTURBED AREAS OF THE PROJECT. TEMPORARY STABILIZATION SHALL CONSIST OF ROUGH GRADING THE DISTURBED AREAS TO A CONDITION READY TO RECEIVE TOPSOIL, SEEDING, AND MULCHING IN ACCORDANCE WITH THE TEMPORARY SEEDING SCHEDULE. TEMPORARY STABILIZATION MATERIALS SHALL BE REMOVED, DISPOSED OF, AND FINAL CLEANUP AND RESTORATION SHALL BE COMPLETED NOT LATER THAN 60 DAYS AFTER SEASONAL CONDITIONS ALLOW PERFORMANCE OF THE REQUIRED WORK. THE CONTRACTOR SHALL LOCATE TOPSOIL STOCKPILES ON-SITE AS NOTED ON THE S.W.P.P.P. AND SHALL ENCOMPASS EACH WITH SEDIMENT DITCH AND SILT FENCE. IN CASES WHERE THE STOCKPILE IS SMALL AND WILL BE REMOVED FROM THE SITE WITHIN 15 DAYS, THE CONTRACTOR CAN COVER THE STOCKPILE WITH A WATERPROOF TARP/AULINE TYPE COVER. NO OFF-SITE STOCKPILES ARE BEING PROPOSED. ANY OFF-SITE STOCKPILES THAT THE CONTRACTOR UTILIZES SHALL FOLLOW THE SAME REQUIREMENTS AS ON-SITE STOCKPILES. THE CONTRACTOR SHALL IDENTIFY TO THE LOCAL S.W.P.P.P. ENFORCEMENT AGENCY THE LOCATIONS OF ANY OFF-SITE STOCKPILES.

MATERIAL HANDLING AND STORAGE

THE CONTRACTOR SHALL MINIMIZE THE DISTURBANCE OF EXCAVATED SOILS BY MINIMIZING THE NUMBER OF TIMES THE SOIL IS HANDLED. ON-SITE HANDLING OF SOILS WILL OCCUR DURING EXCAVATION, LOADING, AND SPREADING ACTIVITIES. FUEL FOR HEAVY EQUIPMENT AND VEHICLES WILL NOT BE STORED ON THE SITE DURING CONSTRUCTION OPERATIONS. MOBILE FUEL TANKS WILL FUEL HEAVY EQUIPMENT. IN THE EVENT OF A SPILL OR LEAK THE CONTRACTOR SHALL FOLLOW PROPER PROCEDURES TO MINIMIZE CONCERN. THE CONTRACTOR SHALL:

1. TAKE IMMEDIATE MEASURES TO CONTROL AND CONTAIN THE SPILL TO PREVENT RELEASE INTO SEWERS OR SURFACE WATERS.
2. NOTIFY THE LOCAL FIRE DEPARTMENT IMMEDIATELY AT 9-1-1.
3. NOTIFY THE FEDERAL EMERGENCY SPILL HOTLINE AT 1-800-424-8802 WITHIN 2 HOURS IF THE AMOUNT IS ABOVE A REPORTABLE QUANTITY OR ANY AMOUNT ENTERS A WATERWAY OR STORM SEWER.
4. NOTIFY THE INDIANA EMERGENCY RESPONSE HOTLINE AT 1-888-233-7745.
5. FOLLOW THE GUIDELINES FOR HANDLING THE SPILL AS OUTLINED IN THE INCLUDED MATERIAL SAFETY DATA SHEETS.

DVG TEAM INC

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Crown Point, IN 46307
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03/21/2024

US 30 & MARSH DEVELOPMENT

Stormwater Pollution Prevention Plan Details

NO SCALE

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DESIGN BY

DATE

HRS

02/01/24

PROJECT NO.

22-0581

C304

LOT 1 - OFFICE BUILDING (FUTURE DEVELOPMENT)

- ZONING: CG (COMMERCIAL, GENERAL)
- LOT AREA: 66,650 SQ.FT. = 1.53 AC
- BUILDING AREA: 17,152 SQ.FT. (6,576 SQ.FT./FLOOR) (67'X128')
- IMPERVIOUS COVER: 49,524 SQ.FT. = 1.14 AC
- LANDSCAPING: 17,126 SQ.FT. = 0.39 AC
- PARKING REQUIRED: 51 SPACES (3 SPACE PER 1,000 SQ.FT.)
- PARKING PROVIDED: 63 SPACES (INCLUDES 3 ADA SPACES)
- LSR REQUIRED: 0.25 (US 30 SIGNATURE CORRIDOR) MIN
- LSR PROVIDED: 1-(49,524/66,650) = 0.26
- GROSS FAR REQUIRED: 0.353 MAX
- GROSS FAR PROVIDED: 8,576X2 / 66,650 = 0.257
- NET FAR REQUIRED: 0.543 MAX
- NET FAR PROVIDED: 8,576X2 / (66,650(66,650 X0.25)) = 0.343

LOT 2 - OFFICE BUILDING (FUTURE DEVELOPMENT)

- ZONING: CG (COMMERCIAL, GENERAL)
- LOT AREA: 67,615 SQ.FT. = 1.55 AC
- BUILDING AREA: 17,500 SQ.FT. (6,750 SQ.FT./FLOOR) (70'X125')
- IMPERVIOUS COVER: 56,812 SQ.FT. = 1.17 AC
- LANDSCAPING: 16,803 SQ.FT. = 0.39 AC
- PARKING REQUIRED: 53 SPACES (3 SPACE PER 1,000 SQ.FT.)
- PARKING PROVIDED: 68 SPACES (INCLUDES 3 ADA SPACES)
- LSR REQUIRED: 0.25 (US 30 SIGNATURE CORRIDOR) MIN
- LSR PROVIDED: 1-(49,812 / 67,615) = 0.25
- GROSS FAR REQUIRED: 0.353 MAX
- GROSS FAR PROVIDED: 8,750 X2 / 67,615 = 0.290
- NET FAR REQUIRED: 0.543 MAX
- NET FAR PROVIDED: 8,750 X2 / (67,615(67,615X0.25)) = 0.386

LOT 3 - HOTEL (FUTURE DEVELOPMENT)

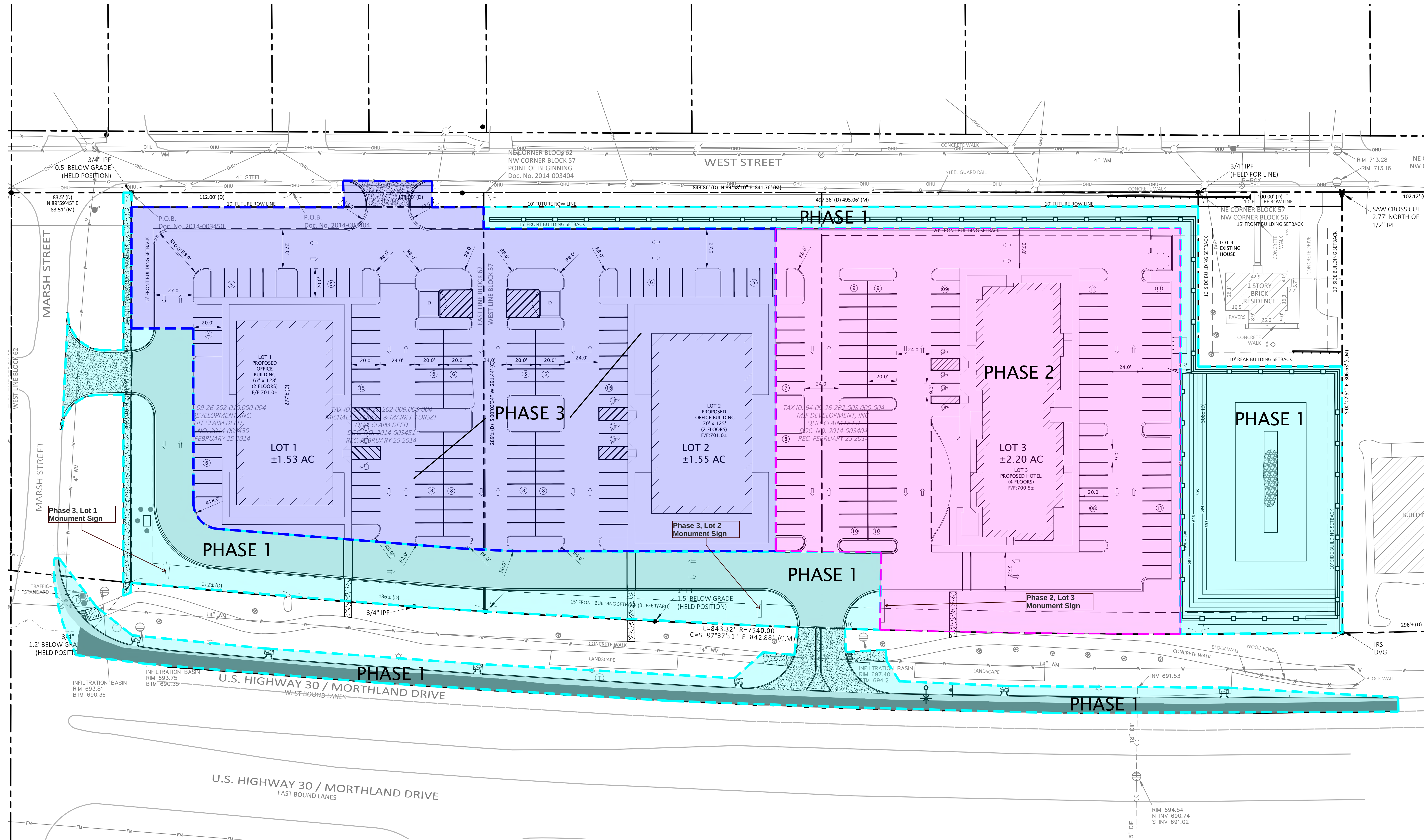
- ZONING: CG (COMMERCIAL, GENERAL)
- LOT AREA: 96,046 SQ.FT. = 2.20 AC
- BUILDING AREA: 38,700 SQ.FT. (9,675 SQ.FT./FLOOR), TOTAL 84 ROOMS
- IMPERVIOUS COVER: 56,334 SQ.FT. = 1.29 AC
- LANDSCAPING: 39,712 SQ.FT. = 0.91 AC
- PARKING REQUIRED: 84 SPACES (1 SPACE PER GUEST ROOM) + 8 SPACES (1 SPACE PER 10 ROOMS)
- PARKING PROVIDED: 92 SPACES
- PARKING PROVIDED: 88 SPACES (INCLUDES 4 ADA SPACES)
- LSR REQUIRED: 0.25 (US 30 SIGNATURE CORRIDOR) (MIN)
- LSR PROVIDED: 1-(56,334/ 96,046) = 0.413
- GROSS FAR REQUIRED: 0.353 (MAX)
- GROSS FAR PROVIDED: 9,675X4 /96,046 = 0.403
- NET FAR REQUIRED: 0.543 (MAX)
- NET FAR PROVIDED: 9,675X4 / (96,046(96,046X0.25)) = 0.537

LOT 4 - EXISTING HOUSE

- ZONING: CG (COMMERCIAL, GENERAL)
- LOT SIZE: 100' X 121.31'
- LOT AREA: 12,131 SQ.FT. = 0.28 AC

NOTES

1. FUTURE DEVELOPMENT WORK SHOWN IS CONCEPTUAL SITE PLAN AND FOR INFORMATIONAL PURPOSES ONLY. FUTURE SITE PLANS SHALL BE PROPOSED FOR EACH LOT AS EACH LOT DEVELOPS.
2. UNDERGROUND STORM SEWER (NORTH & SOUTH), SANITARY SEWER AND LIFT STATION THAT WILL SERVE THE SUBDIVISION IS ALSO PART OF PHASE 1.



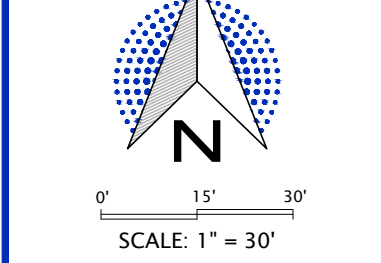
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MJF DEVELOPMENT, INC
1151 W. US HWY 30
VALPARAISO, IN 46383

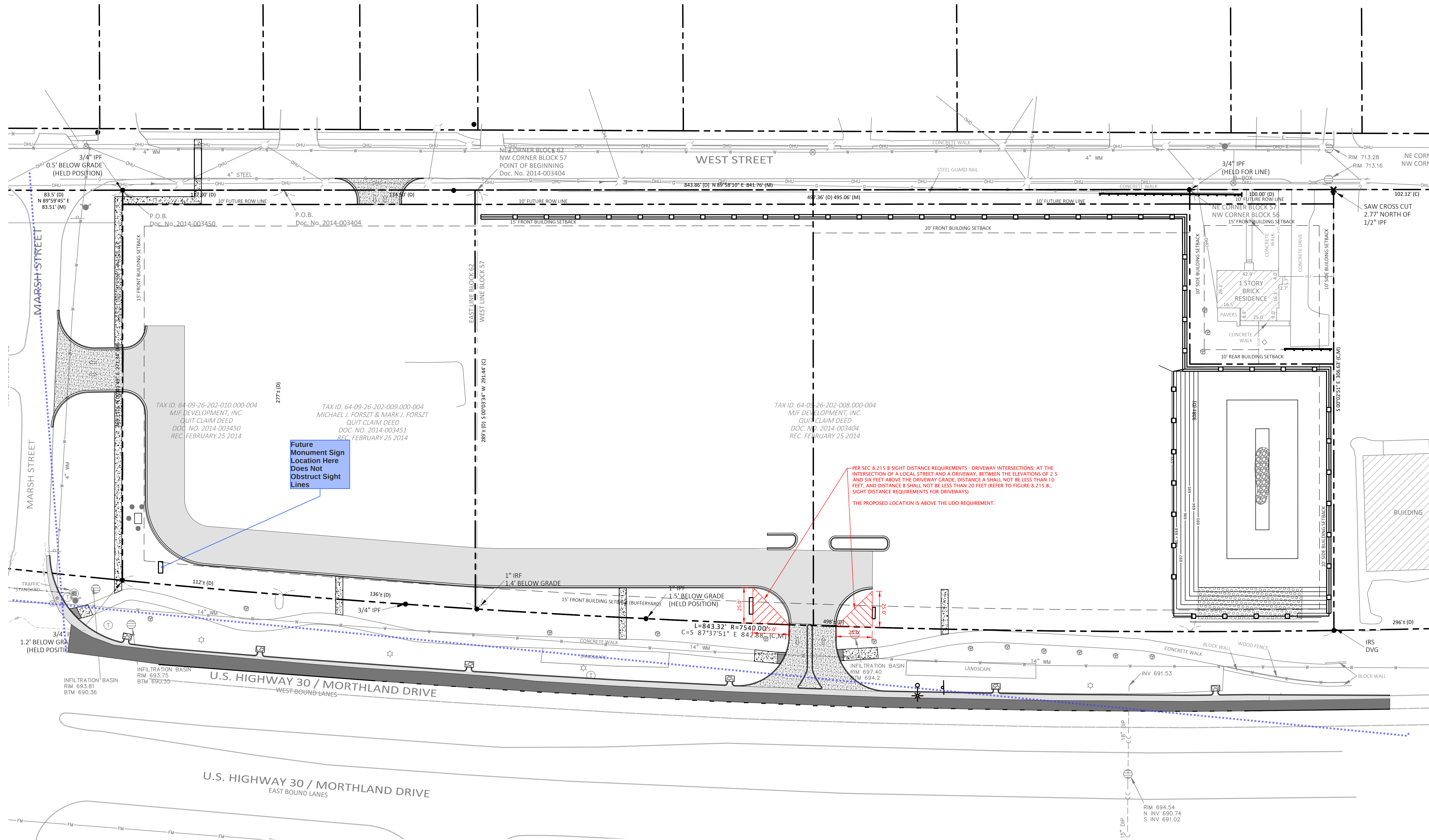
DATE:	REVISIONS AND NOTES:
12/13/23	OUTSIDE DRIVE/ALLE 27'

US 30 & MARSH DEVELOPMENT
Phasing Subdivision Plan

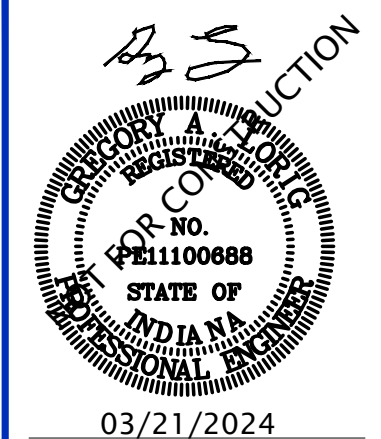


DESIGN BY	DATE
GMPF	03/19/24
PROJECT NO.	22-0581
C103B	

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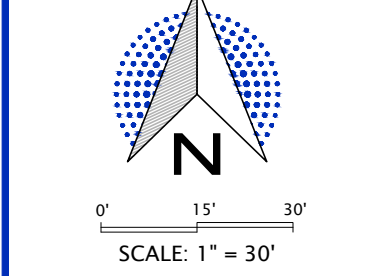
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MJF DEVELOPMENT, INC
1151 W. US HWY 30
VALPARAISO, IN 46383

DATE:	REVISIONS AND NOTES:
12/13/23	OUTSIDE DRIVEABLES 27'

US 30 & MARSH DEVELOPMENT
Sight Distance



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DESIGN BY GMPF	DATE 03/21/24
PROJECT NO. 22-0581	
EX 2	

NOT FOR CONSTRUCTION

DECLARATION OF RECIPROCAL EASEMENTS

THIS DECLARATION OF RECIPROCAL EASEMENTS ("Declaration") is made and entered into this ____ day of _____, 2024, by MJF Development, Inc., an Indiana corporation ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has laid off and platted a four lot subdivision recorded in Plat File ____ - ____ - ____ as Document No. 2024-_____ in the Office of the Recorder of Porter County, Indiana ("Subdivision");

WHEREAS, there are certain infrastructure items benefitting the lots in the Subdivision and the owners thereof, including, but not limited to access driveways to public rights of way, parking, storm water infrastructure, sanitary sewer infrastructure, retaining walls, and landscaping improvements located or to be located within the Subdivision;

WHEREAS, the Declarant desires impose and create certain easements upon the Subdivision and parcels, and to establish certain covenants, conditions, and restrictions with respect to the Subdivision, for the mutual and reciprocal benefit and complement of the Subdivision and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the above premises, good and valuable consideration, and the covenants herein contained, the Declarant hereby covenant and agree that the Subdivision, and lots therein, and all present and future owners and occupants of said parcels shall be and are hereby subject to the terms, covenants, easements, restrictions, and conditions hereinafter set forth in this Declaration, so that said parcels shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Subdivision covered hereby, whether by sale, assignment, inheritance,

operation of law, sheriff or judicial sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

- (b) The term "Parcel" or "Parcels" shall mean each separately identified lots in the Subdivision of real property now constituting a part of the real property subjected to this Declaration as described in this Declaration, and any future subdivisions thereof.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean those common areas or parcels depicted on the plat of the Subdivision and those portions of the Parcels that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved, as (without limitation) parking areas, detention areas, storm sewers, sanitary sewers, lift station, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements depicted on the Site Plan and/or plat of Subdivision.
- (e) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "A" and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.
- (f) The term "Driveway" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown on the Site Plan.

2. Easements.

- (a) Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Declarant hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefitted and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:
 - (i) Access and Parking. An easement for access, ingress and egress and parking over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of a Parcel to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes,

and to and from all abutting streets or rights of way furnishing access to such Parcels.

- (ii) Storm Water. An easement to drain surface water and pipe storm water onto, across, over, under and through the Parcels over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of a Parcel.
- (iii) Sanitary Sewer. An easement for sanitary sewers under and through the Parcels over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of a Parcel.

Notwithstanding anything to the contrary herein, the upkeep, maintenance and repair (including without limitation) operation and maintenance of the sanitary lift station, regular and exigent circumstances, for the Subdivision shall be undertaken by the Owner of Lot 3 of the Subdivision in its sole discretion. The costs and expenses incurred arising from this section shall be considered common expenses and paid by all Owners as required herein.

- (iv) Lot 4 - Retaining Wall. An easement on Lot 4 as shown on the Plat is hereby created for the location of, upkeep, repair and maintenance of the retaining wall and related improvements for the Subdivision.
 - (v) Implied Rights. The easements granted herein shall include the right of ingress and egress to install, inspect, maintain, repair, and replace the infrastructure and related improvements for access, storm sewer, sanitary sewer and other facilities related thereto located on the Parcels and all other necessary or incidental uses of the Parcels for the full enjoyment of the rights granted herein; provided, however, that any such use shall not restrict, burden or reduce any portion of an easement, and should any party undertake such installation, maintenance, repair, or replacement, the party undertaking the same shall restore, as near as practical, the surface of the Parcels to the same condition as it was prior to entry and disturbance thereof.
- (b) Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

(c) Reasonable Use of Easements.

- (i) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Parking shall occur in the striped parking areas only.
- (ii) No permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (except as contemplated by the Site Plan) shall be placed over or permitted to encroach upon such ingress and egress easements, storm drainage or sanitary installations.
- (iii) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

- (a) General. Subject to the terms of this Declaration, the Owners of Parcels shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.
- (b) Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any

damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (i) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (ii) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

- (c) Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all parts of its Parcel located outside the Common Area located on its Parcel in good order, condition and repair. Maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, maintenance, repair and replacement of storm drainage facilities and detention areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. The Owner of each Parcel, hereby covenants and each Owner of a Parcel (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay their proportionate share of the cost and expense of the repair, maintenance, upkeep and replacement of the Common Area. Proportionate Share shall be equal to one-third (1/3) and Lot 4 shall be exempt from these expenses. This obligation shall include, without limiting the generality of the foregoing, repair and replacement of lift station equipment, sanitary sewers, storm sewers, retaining wall, common area detention mowing and clearing, the removal of snow and ice as well as the patching, the adding of new stone aggregate and grading or maintenance and repair of the asphaltic surface as the case may be. The obligation herein shall be shared equally, one third (1/3) for the Owners of Lot 1, 2 and 3 without regard to the size of individual Parcels, area of Common Area on the respective Parcels, or use or nonuse of the Common Area by the Owners. The easements granted herein shall include the areas immediately adjacent to the Common Area on the Lots as reasonably required by the Owners of Parcels to effectuate the maintenance, repair and replacement of the Common Area or subsequently installed similar improvements. Decisions regarding the repair, maintenance, upkeep and replacement shall be made by the Declarant in its sole discretion so long as the Declaration is a Owner of a Lot in the Subdivision, and thereafter a vote of a majority of the then Owners of the Parcels with each Parcel being entitled to one (1) vote, regardless of the number of joint owners of each Parcel. Such decisions shall include a determination of the work to be performed and the selection of the representative to oversee to the performance of such work. No owner shall be compensated for time

spent in oversight of the work performed. Should the parties fail to agree on the work to be undertaken with respect to the Common Area, said failure shall be deemed a default of this Declaration and the matter shall be decided in accordance with the provisions for default provided for in this Declaration.

4. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain general and comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2(b) above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds.
5. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels, nor for any easements, except those expressly set forth in this Declaration.
7. Remedies and Enforcement.
 - (a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and specific performance.
 - (b) Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate as provided for in the Wall Street Journal, or its equivalent, from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) Lien Rights. Any claim for reimbursement, including interest as provided for in this Declaration or enforcement action of any kind, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment or equitable action in any suit or proceeding arising from or related to this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Indiana, provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, and (ii) all liens recorded in the Office of the County Recorder of Lake County, Indiana prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien. The Assessment Lien may be enforced in the same manner as provided under the then existing Indiana Mechanic's Lien Law. Upon a transfer of title to any Parcel, the grantee shall be jointly and severally liable for any repair, maintenance, upkeep and replacement assessed and other charges due at the time of conveyance. The obligation to pay as required by this agreement is a separate, independent and personal covenant on the part of each owner of a Parcel. No sale, transfer or proceeding in lieu of foreclosure shall relieve any owner(s) or Parcel(s) from personal liability for their respective share of the costs repair, maintenance, upkeep and replacement of the private roadway or incurred to enforce this Declaration.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity, and each Owner expressly reserves any and all such rights and remedies.

(e) No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

8. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the County Recorder of Porter County, Indiana and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of the 3491 Parcel and the 3493 Parcel.

9. Miscellaneous.

(a) Attorneys' Fees. In the event that any party shall engage an attorney in connection with any action or proceeding (including without limitation intended, any arbitration proceeding) to enforce or construe this Declaration, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and disbursements. In the event different parties are the prevailing parties on different issues, the attorneys' fees and disbursements shall be apportioned in proportion to the value of the issues decided for and against the parties. For purposes of this Declaration, a prevailing party shall include, without limitation, a party who brings an action against the other party by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

(b) Amendment. The parties agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of a Parcel, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Office of the County Recorder of Porter County, Indiana.

(c) Consents. Wherever in this Declaration the consent or approval of any of the Parcels Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing.

(d) No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase

thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) Severability. Each provision of this Declaration and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

(i) Time of Essence. Time is of the essence of this Declaration.

(j) Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery and the address for notice shall be the address where the Porter County tax bill of the Parcel is registered.

(l) Governing Law. The laws of the State of Indiana shall govern the interpretation, validity, performance, and enforcement of this Declaration. The parties agree that the Courts of Porter County, Indiana shall have exclusive jurisdiction over this Declaration and all causes of action or other enforcement actions shall be filed in the Courts of Porter County, Indiana.

(m) Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

(n) Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first written above.

MJF Development, Inc.

By: _____
Mark J. Forszt, President

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael J. Forszt, President of MJF Development, Inc. and acknowledged the execution of the foregoing Declaration as his duly authorized and free act. Signed and sealed this ____ day of _____, 2024.

Notary Public

Printed
County of Residence: _____
My Commission Expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. William A. Ferngren

This Instrument Prepared By And Return To: William A. Ferngren, Esq., Ferngren Law Offices, LLC, 570 Vale Park Road, Suite B, Valparaiso, Indiana 46385, (219) 771-0155, bill@ferngrenlaw.com