SEDIMENT REMOVAL PLAN
CHAPMAN LAKE
Kosciusko County, Indiana

Project Purpose:
Chapman Lake is located in the southeast corner of Plain Township, Kosciusko County, Indiana (Figure 1). Chapman Lake has participated in the IDNR Lake and River Enhancement program since 1999, beginning with a diagnostic study and moving into the construction phase on two sediment control projects to date. Additional sediment control projects are currently under way. The purpose of the report is to document the aerial extent and volume of sediments at the mouths of drainages and in other areas specifically identified by the lake association or others as public areas potentially in need of sediment removal. This report has been updated after dredging occurred from 2007 to 2008.

This report identifies those areas that specifically qualify for IDNR Lake and River Enhancement (LARE) funding through the sediment removal program. Areas qualifying for LARE funding include documented sediment plumes at the mouths of incoming streams and sections of natural lake where accumulated organic material or sediment restricts public use in otherwise open areas of the lake. Other projects that are documented within this report were done so at the request of the sponsor. These areas, and others not documented, may be dredged in conjunction with a LARE-funded project and thus benefit from reduced equipment mobilization and spoils basin construction fees. All areas targeted for dredging must obtain appropriate state and federal permits prior to beginning work.

Figure 1. Location Map of Chapman Lake, Kosciusko County, Indiana
1.0 Methods:
In 2001, JFNew mapped plumes of sediment at the mouths of four drainages into the Chapman Lakes including Crooked Creek, Arrowhead Drain, Highland Park Drain, and Lozier Drain (Dredge Survey Report, Chapman Lake Diagnostic study, 2001). These same areas and some additional areas were surveyed in greater detail during October-November 2005 (Figure 2). Sampling was conducted by probing the substrate with a 1.5 inch diameter PVC pipe to measure the depth of accumulated sediment and the existing depth of water. A Thales Mobile Mapper GPS receiver was used to mark locations of samples (sub-meter accuracy). The Mobile Mapper allowed the input of aerial photographs into the handheld unit so that the technician could field verify their location in real time.

![Diagram of Chapman Lake with proposed hydraulic dredging locations](image)

**Figure 2. Proposed hydraulic dredging locations sampled for sediment depths in 2005.**
2.0 Project Area Descriptions:
Appendix A contains the specific water and sediment depth measurements for each of the areas sampled. Additionally, opinions are provided on whether these areas should or should not be considered for sediment removal, whether they qualify for LARE funding, and the best method for sediment removal. Appendix B contains the permits, if they were acquired, for the individual areas. Appendix C contains the laboratory results from the contaminant testing of the sediments.

2.1 Waw-Wil-A-Way Channel
The Waw-Wil-A-Way Channel at the northeast corner of Big Chapman Lake is an artificially constructed channel along the shoreline of the Waw-Wil-A-Way subdivision. The channel construction was permitted in 1950 and developer used the spoils to fill the adjacent wetland shoreward of the current channel. According to the measurements collected by JFNew, the original channel depth was approximately four feet deep and approximately 45 feet wide throughout the 1200 lineal feet of channel. Currently, the channel is a maximum of three feet deep at the north end, averages less than two feet deep, and has accumulated enough sediment in the southern half to contain no water depth except during the highest lake levels. Because this is an artificial channel, it does not qualify for public (LARE) funding; however, it is apparent that this channel is unusable in its present state and should be dredged or filled. It was estimated that approximately 6,000 cubic yards of sediment have accumulated in this channel.

Dredging could be completed with a dragline or a hydraulic dredge. The dragline would sit on the adjacent properties and temporarily place the unconsolidated muck on the lawns while excavating the channel. After a few weeks to a few months of drying, the spoils could be graded into the existing lawns or removed by excavation and hauling. Either way, the lawns of all participating property owners would require complete landscaping. The other option is to hydraulically dredge the sediments from a floating barge. The sediments would then be pumped to a containment basin, where they would dry and then be spread.

If this project were being completed in isolation from other projects on the lake it would be less costly to utilize a dragline; however, several project are proposed under the LARE program below, and if utilizing the same mobilization and the same sediment basin, the hydraulic dredging becomes the least costly method of sediment removal for this channel. The additional benefit of hydraulically dredging the sediments is that there is no disturbance to the adjacent shoreline.

At the time this report was drafted, the residents on the north half of the channel agreed to participate in a dredging project and JFNew was able to obtain a permit on their behalf (Appendix B). The owners of the southern half of the channel chose to reject our recommendation to dredge the channel and instead pursue filling of the channel to reclaim their unusable property. Currently, these residents have piers on the “island” and have to cross the wetland-like channel to access their piers. Their property lines extend to the outer edge of the island. At the time this report was drafted, a permit application had been submitted to the IDNR for filling the south half of the channel. A permit application to the US Army Corps of Engineers and the Indiana Department of Environmental Management is also required for filling this channel and had not yet been submitted.
Post Dredge Report: The northern half of the channel was dredged using a modified trash pump and three-inch discharge hose. Spoils were put on an open field to the northeast of the adjacent intersection. This work was completed with private funding and was not measured as part of the LARE project. No work occurred on the southern half of the channel as the remaining residents could not get a consensus of all the property owners to move forward with the required permits.

2.2 Crooked Creek Outlet
The easily identified sediment plume at the outlet of Crooked Creek on the east shore of Big Chapman Lake was the primary driver of this report and the proposed dredging project. Crooked Creek had been identified in the Diagnostic Study as delivering the most sediment to the lake of all the tributaries. Subsequent to that study, a design-build project was implemented to stabilize the eroding banks of Crooked Creek along approximately half of its length. That project is functioning well, but more stabilization work in the headwaters was recommended.

The existing sediment plume at the mouth of Crooked Creek measures approximately ½ acre as determined in the preliminary study. Most of the volume of the sediment plume lies within a 75-foot radius of the creek outlet, where it has formed dry land in the lake. According to the sampling, the average depth of sediment in this plume is approximately 2.5 feet with a maximum depth of four feet near the shoreline tapering to undetectable levels approximately 180 feet from shore. The sediment plume stretches approximately 150 feet north and south of the outlet. The total volume of sediment within the plume is approximately 4,000 cubic yards.

The sediment plume at the outlet of Crooked Creek qualifies for LARE sediment removal funding. The sediment can be removed by excavation equipment, dragline, or hydraulic dredge. It is recommended that the sediment be removed by hydraulic dredging to eliminate disturbance to near shore and on-shore resources.

Post dredge report: An area of approximately ½ acre was put in the bid original contract with Tennants Industrial Dredging to have the area hydraulically dredged. Tennant was unable to hydraulically the area because of unforeseen rocky substrate upon mobilization of his equipment on Big Chapman Lake. An excavation contractor was subsequently hired to remove the same area mechanically and haul the material to property owned by Patrick Higgins. Permits were modified to allow for this alternate methodology prior to the work be completed. The area dredged represented approximately 100 feet along the shoreline and approximately 150 feet out from the shoreline centered on Crooked Creek Channel outlet into Big Chapman Lake. The maximum depth of material removed was to a depth of four feet below the legal lake level and sloping to the shoreline.

2.3 Between-the-Lakes-Channel
The channel between Big and Little Chapman Lake was not included in the sediment depth sampling completed in 2001 or 2005. An IDNR employee recommended that the channel be included in the dredge project to eliminate the constant re-suspension of organic material and silt in the heavily traveled channel. The 900-foot long channel is approximately 40 feet wide at the south end and 90 feet wide at the north end. The channel averages approximately 2.5 feet deep. It was recommended that 2-4 feet of sediment be removed from the channel.
JFNew included the channel in the IDNR permit request; however, JFNew withdrew the request when one of the landowners threatened to hold up the entire dredge permit due to their concerns over presumably increased boat speeds, and subsequent erosion, that would occur if the project went forward. This project would have removed approximately 4,000 cubic yards of sediment to make the channel six feet deep along the center line and taper gradually to the shoreline.

The channel project would have likely qualified for LARE funding due to its effect upon the entire lake system. Hydraulic dredging is recommended in conjunction with the other projects; however, a dragline or long-reach excavator could also remove material from the channel at approximately the same cost.

Post dredging Report: Due to The hydraulic dredge contractor’s inability to complete the contract work at Crooked Creek Outlet, the contract was modified to instead complete the proposed work between Big and Little Chapman Lakes. Permit applications to the IDNR were submitted again, and obtained in time to complete the work. Dredge spoils were pumped to the main basin site identified in this plan. The work included an 800-foot long by 30-foot wide channel dredged to a maximum depth of six feet in the center and sloping up to the sides of the channel so as not to cause instability to the adjacent concrete seawalls on the east or cattail marsh on the west.

2.4 Arrowhead Drain
The outlet of Arrowhead Drain is located at the northeast corner of Little Chapman Lake. A relatively small plume of sediment (approximately ½ acre) is evident in the lake from the aerial photographs and the sampling. The sediment averages 1.5-2.0 feet deep at the outlet. Additional sediment and organic matter have settled in the lake to the north of the outlet where the prevailing winds carry floating aquatic plants and debris. The area of accumulated muck in the northeast corner measures a minimum of one full acre and reaches westward along the north shore of Little Chapman Lake to the channel leading to Big Chapman Lake. This area supports the greatest density of Eurasian watermilfoil in the Chapman Lakes. The extended area of organic sediments in the northeast corner could yield as much as 6,500 cubic yards of sediment. Adjacent channels in this area could yield significantly more, but they were not sampled.

Both the outlet of Arrowhead Drain and the adjacent area likely qualify for LARE funding to remove sediment. An IDNR permit was obtained to remove sediment at the mouth of Arrowhead Drain. Additional permits could be obtained if the lakeshore and channel owners on the north end of Little Chapman Lake wish to work together to have the entire area dredged. Hydraulic dredging is the recommended method of removing sediment in this area.

Post Dredge Report: The outlet of Arrowhead Drain into Little Chapman Lake was dredged as planned. Approximately ½ acre of sediment was removed to a depth up to six feet at a point 70 feet from the shoreline and sloped back to the shore along approximately 150 feet of frontage. Additional private dredging work was performed in the channel to the north of the outlet which was paid for and permitted privately. All of the spoils went to the main basin site identified within this document.
2.5 Highland Park Drain
The Highland Park Drain enters the east shore of Little Chapman Lake at approximately equal distance from the north and south end of the lake. Similar to Arrowhead Drain, the Highland Park Drain has an easily identifiable sediment plume of approximately 1/2 acre within the lake. The average depth of accumulated sediment at the mouth of Highland Park Drain measured approximately 1.5 feet. The total sediment volume available for removal in this area is approximately 1,500 cubic yards.

The most efficient method of sediment removal for the Highland Park Drain outlet is hydraulic dredging. A permit was obtained for sediment removal from this area. This area likely qualifies for LARE funding to remove the accumulated sediment.

Post Dredge Report: The outlet of The Highland Park Drain into Little Chapman Lake was dredged as planned. Approximately 1/4 acre of sediment was removed to a depth up to six feet at a point 50 feet from the shoreline and sloped back to the shore along approximately 150 feet of frontage. All of the spoils were pumped to a previously unidentified spoils basin site chosen by the dredge contractor. The agreement to use this site was a private verbal contract between the landowner and the dredge contractor, and was completed without initial knowledge by the Chapman Lake Foundation, the LARE staff, or JFNew.

2.6 Lozier Drain
The Lozier Drain outlet area was extensively sampled in 2001 and again sampled in 2005. Little sediment was found in the channel (less than six inches) and water depths were sufficient for boating access to all the piers in the area. Outside of the channel, up to two feet of soft material was present on the bottom of the lake in over six feet of water. Sediment removal is not necessary or recommended in this area. In the future, if sampling indicates sediment removal is necessary at the outlet of Lozier Drain, dredging would likely qualify for LARE funding.

Post Dredging Report: No work was completed at the Lozier Drain outlet.

3.0 Original Sediment Removal Plans:
As of this draft, sediment is planned to be hydraulically dredged from two areas in Big Chapman Lake and two areas in Little Chapman Lake. The areas include the north half of the Waw-Wil-A-Way channel, the outlet of Crooked Creek, the outlet of Arrowhead Drain, and the outlet of Highland Park Drain. JFNew obtained IDNR permits for all four areas as well as a permit from the US Army Corps of Engineers and the Indiana Department of Environmental Management for the return water from a disposal basin. Approximately 15,000 cubic yards of sediment could be removed from these four locations. A sediment basin is proposed on land belonging to William McDaniel adjacent to the Arrowhead Drain between Big and Little Chapman Lake. A signed agreement (Appendix C) has been obtained with Mr. McDaniel.

Dredging will begin only after the sediment disposal basin has been constructed. The association will contract with an engineering firm or individual to administer the bidding process, monitor project progress, ensure timely completion of dredging, and monitor post-dredging contours. Contour maps of the dredged areas will be created following the completion of dredging.
Individuals will measure water depth and any remaining loose sediment after dredging is completed.

4.0 Sediment Disposal Basin:
The 15,000 cubic yards of sediment to be dredged will require a basin that can hold 19,500 cubic yards (1.3 times the actual amount being dredged) for safety. The basin design that has been proposed is 900 feet long and 200 feet wide (4 acres) with three-foot high side berms (Appendix E). After drying, the spoils should be less than 25 percent of the volume dredged, leaving 3,750 cubic yards to spread over the four acres. The amount of earth to be moved to create the berms should be approximately 2,500 cubic yards. The earthen berms will be seeded with a temporary seed mix to control erosion. Additionally, silt fences will be installed in a manner to capture any construction site runoff thereby preventing the runoff from reaching Chapman Lake.

As proposed, the hydraulic dredge would pump sediment to the basin through an 8-inch diameter sealed pipe. Return water pipes (2 to 4 eight-inch diameter sealed pipes) will be installed to carry return-flow water to Chapman Lake. The route these pipes will take is at the discretion of the contractor(s). However, from Little Chapman Lake the pipes can run along or in Arrowhead Drain from the lake directly into the basin without crossing over any yards, driveways, or roads. Pipes from Big Chapman will have to be run between existing homes from the lake and then over Chapman Lake Drive or under the road in a single available 12-inch diameter culvert. Return water from both lakes can be directed into Arrowhead Drain. Since multiple paths are available and any particular dredge company will have preference on pipe routes, it is the dredging contractor’s responsibility to locate paths for the dredge slurry pipes and return water pipes and to work with the affected property owners.

Once the sediment has dried within the basin, the spoils will be graded to match the surrounding landscape, and made ready for planting an agricultural crop. Silt fences and any other temporary erosion control measures installed prior to sediment disposal basin construction will be removed after the ground has been leveled.

Post Dredge Report: The basin was initially constructed as designed and permitted and served the public dredging areas well. Agreements were signed with the owner, and upon completion a release form was signed (Appendix D). The basin was expanded after a month to incorporate dredge spoils from three additional private dredging areas including the northeast corner of Little Chapman Lake, and two long channels on the south end of Big Chapman Lake. Since these areas were not measured and were completed under private contracts between the dredge operator and the owners along the channels, no record of the sediment volumes or depths were kept. The basin site was last used for spoils in early May 2008. Several attempts were made to dismantle and level the spoils basin during the late summer and fall of 2008, however; it was March of 2009 before the leveling could be completed. Leveling of the Higgins site did not occur due to a landowner dispute with the dredge contractor. At the time of this report, CLF was working out a final payment option with the owner.
5.0 Cost Estimates

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<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tr>
<td>Waw-Wil-A-Way Channel – 1.24 acres of dredging @ $30,000</td>
<td>$37,200</td>
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<td>(this assumes the entire channel is dredged)</td>
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<tr>
<td>Crooked Creek Outlet: 1/2 acre of dredging @ $30,000</td>
<td>$15,000</td>
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<td>Arrowhead Drain Outlet: 1/2 of dredging @ $30,000</td>
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<td>Highland Drain Outlet: ¼ acre @ of dredging @ $30,000</td>
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<td>Basin Construction: 6,250 cubic yards @ $4.50 yrd</td>
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<td>Mobilization (includes hydraulic dredge and basin earthmoving equipment):</td>
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<td><strong>Subtotal:</strong></td>
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<td>*15 percent Project Administration and Management</td>
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<td><strong>Project Total:</strong></td>
<td><strong>$138,948</strong></td>
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Based on permitted/approved LARE projects the total cost would be: $100,225

The LARE program would pay 75 percent of that total or $75,169

**Chapman Lakes would pay:** $25,056

Waw-Wil-A-Way Channel Owners would pay: $38,723

If only the north half of Waw-Wil-A-Way is dredged their cost is: $19,362

* The Project Administration and Management fee is higher than normal on dredging projects due to the amount of communication necessary to pull off a successful project. This includes communication with all landowners who are impacted by the dredging and the laying of disposal and return water pipes as well as the basin site. It also includes communication with folks who would like additional dredging, and folks who will complain about various aspects of the dredging including released floating plant material and dredge pipes in their way. Much of this work can be completed by individual volunteers who live on the lake. Credit for the volunteers work can be used to reduce the cash match by as much as 50 percent simply by documentation of hours and expenses.

Note: Dredging fees and mobilization fees based on personal communication with Jeff Krevda, Dredging Technologies, Inc. November 16, 2006. Basin construction fees are based on bids received for similar projects in the previous three years.
6.0 SCHEDULE
The proposed dredging schedule begins with the application for LARE funds in December 2006. LARE funding for sediment removal projects is granted during the following March. After the grant is awarded, the Chapman Lakes Conservation Association and/or Chapman Lakes Foundation should select a project administrator of their choosing and complete a contract approved by LARE staff. The project administrator can be a volunteer, a consultant, or a combination. The project administrator should prepare the bid documents for the areas of dredging keeping LARE funded areas separate from privately funded dredge projects. The bid should be submitted to contractors between April and May 2007. Contracts should be awarded and signed by June 2007. Construction of the sediment basin should begin as soon as the crops are off of the field. Dredging can begin when the basin is completed in late October of November 2007. The basin site should be ready to level between April and August 2008.

7.0 PROJECT SUMMARY
Six areas were considered for sediment removal within and between Big Chapman and Little Chapman Lakes, Kosciusko County, Indiana. Four of the six areas are proposed and permitted for hydraulic dredging within the Chapman Lakes during 2007 or 2008. Three of the areas are within areas typically funded by a 75 percent cost share from the LARE program. The three potentially LARE-funded areas include the outlets of Crooked Creek, Arrowhead Drain, and Highland Park Drain. The fourth area permitted and recommended for dredging is the Waw-Wil-A-Away channel at the north end of Big Chapman Lake. One sediment disposal basin site can effectively serve all four of the permitted areas for sediment removal. The sediment disposal basin site has been selected and an agreement with the landowner signed. The total project cost for all four projects including the administration is expected to be approximately $120,000 to $140,000. The project cost without the private channel is expected to be between $95,000 and $110,000. Applications for LARE funding are due December 31, 2006.

Post Dredge Report: Four public areas within Big and Little Chapman Lakes were dredged under this project after obtaining $88,000 in funding from the LARE program. Additionally, the public work allowed five additional channels of various sizes to be dredged, four of them utilizing the same spoils sites identified and permitted for the public project. The four public areas dredged included the outlets of three drainages, Crooked Creek, Arrowhead Drain, and Highland Park Drain, as well as the channel between Big and Little Chapman Lake, which had become a navigation hazard. The total cost of the public dredging work at four areas excluding Project Management fees came to $126,600.00. The total design, landowner contact and negotiation, permitting, and administrative fees (communication between LARE, CLF, and the dredge contractor) paid to JFNew came to $22,500. Hundreds of hours of volunteer administrative time were spent by the CLF handling complaints, invoices, and facilitating the contractor’s communication with private landowners.
Appendix A

Sample Results From Probing at Selected Locations within the Chapman Lakes
Figure A-1. Waw-Wil-A-Way Channel sampling results. Measurements may not always reflect actual accumulated sediment depths due to varying substrate conditions and the limitations of the sampling equipment. The sampled area may not be the same as that proposed for dredging. Actual areas to be dredged are described in the permits (Appendix B). Sediment depth and calculated volumes of sediment to be removed that are reported elsewhere in this document are based on average sediment depths encountered in the area proposed for dredging.
Fig A-2: Crooked Creek Outlet. Measurements of sediment depths are based on when the probe encountered sand. Since sand is a major component of the sediment delivered to the lake by Crooked Creek, some measurements may not reflect the actual accumulated sediment depths. The actual sediment depths and calculated sediment removal volumes reported elsewhere in this report are estimated based on depth of adjacent areas equal distance from the shoreline. The sampled area may not be the same as that proposed for dredging. Actual areas to be dredged are described in the permits (Appendix B).
Figure A-3: Arrowhead Drain Outlet. Measurements of sediment depths are based on when the probe encountered sand. Since sand is a major component of the sediment delivered to the lake by Arrowhead Drain, some measurements may not reflect the actual sediment depths. The actual sediment depths and calculated sediment removal volumes reported elsewhere in this report are estimated based on depth of adjacent areas equal distance from the shoreline. The sampled area may not be the same as that proposed for dredging. Actual areas to be dredged are described in the permits (Appendix B).
Figure A-4: Highland Park Drain Outlet. Measurements of sediment depths are based on when the probe encountered sand. Since sand is a major component of the sediment delivered to the lake by Highland Park Drain, some measurements may not reflect the actual sediment depths. The actual sediment depths and calculated sediment removal volumes reported elsewhere in this report are estimated based on depth of adjacent areas equal distance from the shoreline. The sampled area may not be the same as that proposed for dredging. Actual areas to be dredged are described in the permits (Appendix B).
Figure A-5: Lozier Drain Outlet. Measurements of sediment depths are based on when the probe encountered sand. Some measurements may not reflect the actual sediment depths. The sampled area may not be the same as that proposed for dredging. Actual areas to be dredged are described in the permits (Appendix B).
Appendix B

Permits

Special Notes:

Permits expire in October 2008
Dredging may not occur between March 1 and June 30th
STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

CERTIFICATE OF APPROVAL
PUBLIC FRESHWATER LAKE

APPLICATION #: PL-20563
LAKE: Big Chapman Lake
APPLICANT: Chapman Lakes Conservation Association
            Dan Lee
            PO Box 776
            Warsaw, IN 46581-0776
AGENT: JF New and Associates Inc
       John B Richardson
       708 Roosevelt Road
       Walkerton, IN 46574-1220
AUTHORITY: IC 14-26-2 with 312 IAC 11
DESCRIPTION: An approximate 150' by 100' area will be dredged. A hydraulic dredge will be
             used to remove accumulated muck and debris from the lakebed by dredging to a
             maximum depth of 6' below the lake's legal level at a point 150' from the shore
             and sloping gradually to the existing grade at the shoreline. The excavated
             material will be transported to an upland detention area where it will be dewatered
             before being transported to an offsite disposal area. Adequate detention time will
             be provided to allow suspended sediments to settle out of the decanted water
             before returning the water to the lake by way of pipes with filters. Details of the
             project are contained in information received electronically at the Division of
             Water on August 28, 2006 and in information and plans received at the Division of
             Water on October 2, 2006.

LOCATION: DOWNSTREAM: At the mouth of Crooked Creek, located on at 967 Chapman
           Lake Drive near Warsaw, Plain Township, Kosciusko County
           SE1/4, SE3/4, NW1/4, Section 25, T 33N, R 6E, Leesburg Quadrangle
           UTM Coordinates: Downstream 4571325 North, 602365 East
           UPSTREAM:
           UTM Coordinates: Upstream 4571325 North, 602365 East

APPROVED BY: James J. Hebénstreit, P.E., Assistant Director
               Division of Water

APPROVED ON: October 18, 2006

Attachments: Notice Of Right To Administrative Review
             General Conditions
             Special Conditions
             Service List
STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
CERTIFICATE OF APPROVAL
PUBLIC FRESHWATER LAKE

APPLICATION # : PL-20562
LAKE : Big Chapman Lake
APPLICANT : Dale A Rigdon
20 EMS Lane C7
Warsaw, IN 46582
AGENT : JF New and Associates Inc
John B Richardson
708 Roosevelt Road
Walkerton, IN 46574-1220
AUTHORITY : IC 14-26-2 with 312 IAC 11
DESCRIPTION : An approximate 25' by 600' area of an existing channel will be dredged. Approximately 4' of accumulated muck and debris will be removed from the channel bed by dredging to a maximum depth of 4' below the lake's legal level at the center of the channel and sloping uniformly to a depth of less than 1' at the shoreline. The dredging will be performed by a hydraulic dredge. Excess water will be allowed to return to the lake. Details of the project are contained in information received electronically at the Division of Water on August 28, 2006 and in information and plans received at the Division of Water and October 2, 2006.
LOCATION : 20 EMS C7 Lane, Part of Lot 2 Wa-Wi-a-Way Park Third Addition and continuing north for another 600' near Warsaw, Tippecanoe Township, Kosciusko County SE¼, SE¼, NW¼, Section 25, T 33N, R 6E, Leesburg Quadrangle
UTM Coordinates: Downstream 4571888 North, 602102 East
APPROVED BY : James J. Hubenstreit, P.E., Assistant Director
Division of Water
APPROVED ON : October 26, 2006

Attachments: Notice Of Right To Administrative Review
General Conditions
Special Conditions
Service List.
STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
CERTIFICATE OF APPROVAL
PUBLIC FRESHWATER LAKE

APPLICATION # : PL-20561
LAKE : Little Chapman Lake
APPLICANT : Chapman Lakes Conservation Association
            Dan Lee
            PO Box 776
            Warsaw, IN 46581-0776
AGENT : JF New and Associates Inc
        John B Richardson
        708 Roosevelt Road
        Walkerton, IN 46574-1220
AUTHORITY : IC 14-26-2 with 312 IAC 11
DESCRIPTION : An approximate 150' by 50' area at Site 1 will be dredged. A hydraulic dredge will be used to remove accumulated muck and debris from the lakebed by dredging to a maximum depth of 6' below the lake's legal level at a point 50' from the shore and sloping gradually to the existing grade at the shoreline. An approximate 150' by 70' area at Site 2 will be dredged. A hydraulic dredge will be used to remove accumulated muck and debris from the lakebed by dredging to a maximum depth of 6' below the lake's legal level at a point 70' from the shore and sloping gradually to the existing grade at the shoreline. The excavated material will be transported to an upland detention area where it will be dewatered before being transported to an offsite disposal area. Adequate detention time will be provided to allow suspended sediments to settle out of the decanted water before returning the water to the lake by way of pipes with filters. Details of the project are contained in information received electronically at the Division of Water on August 28, 2006 and in information and plans received at the Division of Water on October 2, 2006.

LOCATION : DOWNSTREAM: The first site is located at the mouth of the Arrowhead Drain, between 1943 and 1951 Chapman Lake Drive (Lots 1 and 51 through 54, respectively, in The Highlands). The second site is located at the mouth of the Highland Drain, between 2101 and 2103 Chapman Lake Drive (Lots 9 and 8, respectively, in The Highlands) near Warsaw, Tippecanoe Township, Kosciusko County
            SE¼, SE¼, NE¼, Section 35, T 33N, R 6E, Leesburg Quadrangle
            UTM Coordinates: Downstream 4569680 North, 601593 East
            UPSTREAM: NW¼, NE¼, NE¼, Section 35, T 33N, R 6E
            UTM Coordinates: Upstream 4570177 North, 601339 East

APPROVED BY : James J. Hebenstreit, P.E., Assistant Director
               Division of Water

APPROVED ON : October 18, 2006

Attachments: Notice Of Right To Administrative Review
              General Conditions
              Special Conditions
              Service List
The following general and special conditions apply to each of the permits issued:

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS
APPLICATION #: PL- 20562

(1) If any archaeological artifacts or human remains are uncovered during construction, federal law and regulations (16 USC 470, et seq.; 36 CFR 800.11, et al.) and State Law (IC 14-21-1) require that work must stop and that the discovery must be reported to the Division of Historic Preservation and Archaeology within 2 business days.

Division of Historic Preservation and Archaeology
Room W274
402 West Washington Street
Indianapolis, IN 46204

Telephone: (317) 232-1644, FAX: (317) 232-6036

(2) This permit must be posted and maintained at the project site until the project is completed.

(3) This permit does not relieve the permittee of the responsibility for obtaining additional permits, approvals, easements, etc. as required by other federal, state, or local regulatory agencies. These agencies include, but are not limited to:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Telephone Number</th>
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<tbody>
<tr>
<td>US Army Corps of Engineers, Louisville District</td>
<td>(502) 315-6733</td>
</tr>
<tr>
<td>Kosciusko County Drainage Board</td>
<td>(574) 372-2367</td>
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<tr>
<td>Indiana Department of Environmental Management</td>
<td>(317) 233-8468</td>
</tr>
<tr>
<td>Local city or county planning or zoning commission</td>
<td>(800) 451-6027</td>
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</tbody>
</table>

(4) This permit must not be construed as a waiver of any local ordinance or other state or federal law.

(5) This permit does not relieve the permittee of any liability for the effects which the project may have upon the safety of the life or property of others.

(6) This permit may be revoked by the Department of Natural Resources for violation of any condition, limitation or applicable statute or rule.

(7) This permit shall not be assignable or transferable without the prior written approval of the Department of Natural Resources. To initiate a transfer contact:

Mr. Michael W. Neyer, PE, Director
Division of Water
Room W264
402 West Washington Street
Indianapolis, IN 46204

Telephone: (317) 232-4160, Toll Free: (877) 928-3755
FAX: (317) 233-4579

(8) The Department of Natural Resources shall have the right to enter upon the site of the permitted activity for the purpose of inspecting the authorized work.

(9) The receipt and acceptance of this permit by the applicant or authorized agent shall be considered as acceptance of the conditions and limitations stated on the pages entitled "General Conditions" and "Special Conditions".
STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS
APPLICATION #: PL-20561

PERMIT VALIDITY: This permit is valid for 24 months from the "Approved On" date shown on the first page. If work has not been completed by October 18, 2008 the permit will become void and a new permit will be required in order to continue work on the project.

This permit becomes effective 18 days after the "MAILED" date shown on the first page. If both a petition for review and a petition for a stay of effectiveness are filed before this permit becomes effective, any part of the permit that is within the scope of the petition for stay is stayed for an additional 15 days.

CONFORMANCE: Other than those measures necessary to satisfy the "General Conditions" and "Special Conditions", the project must conform to the information received by the Department of Natural Resources on: August 28, 2006 and October 2, 2006. Any deviation from the information must receive the prior written approval of the Department.

<table>
<thead>
<tr>
<th>Number</th>
<th>Special Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>minimize the movement of resuspended bottom sediment from the immediate project area</td>
</tr>
<tr>
<td>(2)</td>
<td>if sediment is removed hydraulically and transported to an upland dewatering basin, adequate slurry detention time and sediment removal measures must be used to ensure that the water returned to the lake is not carrying excessive sediment back to the lake</td>
</tr>
<tr>
<td>(3)</td>
<td>revegetate all bare and disturbed areas landward of the shoreline with a mixture of grasses (excluding all varieties of tall fescue) and legumes as soon as possible upon completion</td>
</tr>
<tr>
<td>(4)</td>
<td>all excavated material must be properly spread landward of the shoreline on the property described on page 1 under &quot;DESCRIPTION&quot; or completely removed from the project site such that erosion and off-site sedimentation of the material is prevented</td>
</tr>
<tr>
<td>(5)</td>
<td>dredging may not occur from March 1 through June 30</td>
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Appendix C

Sediment Sampling Results
Contaminants Testing
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Results</th>
<th>Units</th>
<th>RDL</th>
<th>MDL</th>
<th>Test Date</th>
<th>Analyst ID</th>
<th>Method</th>
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<tr>
<td>Digest Mercury</td>
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<td></td>
<td></td>
<td></td>
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<td>E09</td>
<td>7471</td>
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<td>E09</td>
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<td>Elutriate Preparation</td>
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<td></td>
<td></td>
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<td>0.1</td>
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<td>160.3</td>
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<td><strong>METALS</strong></td>
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<td>Arsenic, Total</td>
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<td>mg/kg(wet)</td>
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<td>6010</td>
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<td>1</td>
<td>11/7/05</td>
<td>E09</td>
<td>6010</td>
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### SAMPLE RESULTS

**CLIENT SAMPLE ID:** Arrowhead Dr. Chapman  
**CLIENT PROJECT:** Sediment  
**SAMPLE TYPE:** Soil/Sludge/Solid  
**Date Collected:** 11/3/05

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Results</th>
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<th>RDL</th>
<th>MDL</th>
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<td>E21</td>
<td>EPA/Corps</td>
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<tr>
<td>Nitrogen(Ammonia)</td>
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**METALS**

| Arsenic,Total         | <10      | mg/kg(wet) | 10  | 10  | 11/7/05   | E09        | 6010     |
| Barium,Total          | 48.2     | mg/kg(wet) | 1   | 1   | 11/7/05   | E09        | 6010     |
| Cadmium,Total         | <1       | mg/kg(wet) | 1   | 1   | 11/7/05   | E09        | 6010     |
| Chromium,Total        | 5.3      | mg/kg(wet) | 2   | 2   | 11/7/05   | E09        | 6010     |
| Copper,Total          | 2.9      | mg/kg(wet) | 1   | 1   | 11/7/05   | E09        | 6010     |
| Lead,Total            | <5       | mg/kg(wet) | 5   | 5   | 11/7/05   | E09        | 6010     |
| Mercury,Total         | <0.1     | mg/kg(wet) | 0.1 | 0.2 | 11/16/05  | E09        | 7471     |
| Nickel,Total          | <4       | mg/kg(wet) | 4   | 4   | 11/7/05   | E09        | 6010     |
| Selenium,Total        | <10      | mg/kg(wet) | 10  | 10  | 11/7/05   | E09        | 6010     |
| Silver,Total          | <1       | mg/kg(wet) | 1   | 1   | 11/7/05   | E09        | 6010     |
| Zinc,Total            | 10.9     | mg/kg(wet) | 1   | 1   | 11/7/05   | E09        | 6010     |
Appendix D

Landowner Agreements
AGREEMENT FOR THE PURPOSE OF TEMPORARY LAND USE FOR DREDGE SPOILS

This Agreement, made and entered into on this 28th day of July 2006, by and between William McDaniel and Elaine Spitler (THE OWNER's) the Chapman Lake Conservation Association, Inc. and/or the Chapman Lakes Foundation, Inc. (THE ASSOCIATION), both not-for-profit corporations organized under the laws of the State of Indiana.

WITNESSETH:

THE OWNER, in consideration of the rents and covenants herein contained, does hereby enter in this Agreement for the use and maintenance of not more than five acres of real Properties on two separate parcels located in Plain Township, Kosciusko County, Indiana. Parcel One is lot number 029-104-103 located in the SE 1/4 SE 1/4 Section 26, Township 33 North, Range 6 East of which 3.65 acres will be used as shown on the attached Exhibit A; and, Parcel Two which includes lot numbers 029-137-139, 029-137-140, and 029-137-141 (0.27 acres total) in NE 1/4 Section 35 Township 33N Range 6 East as shown on Exhibit B, (all parcels hereinafter referred to as the PROPERTIES) and does grant to THE ASSOCIATION access to said Properties for construction and maintenance of temporary dewatering basins during THE ASSOCIATION's sponsored hydraulic dredging project.

WHEREAS, THE ASSOCIATION is a not-for-profit Indiana Corporation which is dedicated to improving the water quality of Chapman and Little Chapman lakes, located in Kosciusko County, Indiana; and

WHEREAS, THE ASSOCIATION wishes to undertake activities, including, construction and maintenance of temporary dewatering basins on the Properties as part of its Lake Enhancement project to improve the water quality of Big Chapman and Little Chapman Lakes, located in Kosciusko County, Indiana; and

WHEREAS, THE OWNER is in agreement with THE ASSOCIATIONS' desire to improve the water quality of Big Chapman and Little Chapman Lakes.

NOW, THEREFORE, THE OWNER, for themselves, their successors and assigns, and their administrators, in consideration of the covenants, undertakings and agreements hereinafter set forth, and in consideration of the sum of One Thousand Dollars ($1,000.00) payable at the start of the project, hereby grants access for THE ASSOCIATION and its contractors to Properties described hereinafore under the following terms and conditions:

AGREEMENT PART I - ACCESS

1. REFERENCE. Agreement Part I shall refer to the access unto the Properties as designated on the attachments marked Exhibit A and Exhibit B.

2. TERM. The term shall commence on October 1, 2007, and shall continue for a term of one year.

3. USE.

   A. THE OWNER grants to THE ASSOCIATION, their contractors and assigns, the right to do specific acts on the Properties as set forth herein and THE OWNER retains all rights to the Properties, with consideration of those rights granted to the THE ASSOCIATION.

   B. THE OWNER grants THE ASSOCIATION reasonable right of access for the purposes of
construction, maintenance, inspection, and removal of temporary dewatering basins to contain the hydraulic dredge spoils from Big Chapman and Little Chapman Lakes. Removal of the temporary dewatering basin means, for the purpose of this agreement, leveling of the dried spoil material and temporary dewatering basin to conform to the surface of the existing landscape while allowing for proper surface drainage of the Properties. The existing topsoil in the area of the temporary dewatering basin shall be conserved during construction or new topsoil shall be imported and used to overlay the dried spoils once the project is complete. Upon completion of the project the topsoil shall be spread to an even thickness over the spoils in a manner suitable for planting crops or grass. No re-vegetation of Parcel One will be completed as it will be cropped the following season. Parcel Two will be reseeded and mulched to establish an ornamental lawn similar to the existing conditions. All slopes on Parcel Two shall be protected with appropriate erosion control blankets. THE ASSOCIATION'S contractors shall comply with all erosion control regulations during and following construction for both Parcels.

C. THE OWNER grants to THE ASSOCIATION access, as delineated specifically on Exhibit A and B and THE OWNER grants the right to ingress and egress from the Properties for the purpose of the construction, maintenance, inspection, and removal of temporary dewatering basins as described herein, provided, that THE ASSOCIATION shall give prior notice of their intentions before entering upon the Properties. THE OWNER, for themselves, their heirs, assigns and administrators agree that reasonable access shall be maintained and in the event of construction or building upon the existing access during the term of this agreement, THE ASSOCIATION shall be so advised of changes and setting out of an alternate access to the Properties.

AGREEMENT PART II - GENERAL PROVISIONS

1. MANAGEMENT.

A. THE OWNER agrees that THE ASSOCIATION and its contractors shall be permitted to enter onto the Properties with such machinery, materials, equipment and the personnel required to operate said machinery and equipment to carry out the intended use of the Properties by THE ASSOCIATION as described in Part I, B above. It is agreed that all improvements shall remain with the land.

B. THE OWNER agrees that THE ASSOCIATION shall have the right to take photographs, complete necessary testing or borings on, and apply for any necessary State and Federal permits for the Properties as THE ASSOCIATION deems necessary to carry out its intended use.

C. THE OWNER limits the rights granted to THE ASSOCIATION as contained herein, and that THE ASSOCIATION may enter onto the Properties for the intended use as described, and not for the recreational use by THE ASSOCIATION and/or its contractors, or the general public.

D. Rights to the Properties shall be retained by THE OWNER. Further, THE OWNER agrees that those activities agreed between the parties will not be interfered with, provided, that THE ASSOCIATION has not deviated from said agreement of intended use without first securing the permission or agreement from THE OWNER.

E. THE ASSOCIATION shall give notice to THE OWNER of its intention to enter onto the Properties for purpose of construction, maintenance, inspections, and removal of temporary dewatering basins. THE
ASSOCIATION shall not enter Properties without permission from THE OWNER, which permission will not be unreasonably withheld.

F. Upon completion of the project, THE ASSOCIATION will retain its right of access to the Properties for the period of the agreement.

2. TAXES. Taxes shall be borne by THE OWNER, or their successors and/or assigns of the said real estate, and any assessments, shall also be born by the same.

3. LIABILITY/INSURANCE.

A. Nothing in this Agreement shall be construed as imposing any additional liability on THE OWNER. THE ASSOCIATION contractors shall name THE OWNER as additional insured on their respective liability policies. At the request of THE OWNER, THE ASSOCIATION shall provide THE OWNER with written evidence that its contractors have such insurance in effect.

B. THE ASSOCIATION'S contractors shall be responsible for and shall indemnify and hold THE OWNER harmless from any and all liability damages, costs, including the expense of defending any claim of legal action related to any injury or damage to the project area, caused by or resulting from THE ASSOCIATION'S activities on the Properties.

4. DAMAGES.

A. THE ASSOCIATION shall restore all surfaces owned by THE OWNER to its original condition if said surfaces are damaged by equipment and/or machinery used by THE ASSOCIATION and its contractors during ingress and egress from the Properties.

B. Before final completion of the work on said premises, THE ASSOCIATION and its contractors shall return the construction areas on the properties to original conditions or to the satisfaction of THE OWNER, whichever is the less.

C. This commitment pertains to construction, maintenance, inspections, and removal of temporary dewatering basins by THE ASSOCIATION and its contractors on the Properties.

6. EXPENSE. THE ASSOCIATION shall be responsible for all expenses incurred in the construction, repair, use, inspection and maintenance of the Intended Use of the Properties by THE ASSOCIATION as set out in Part I of this Agreement.

7. NO LIEN AGREEMENT. In consideration of the rents and covenants herein contained, THE ASSOCIATION, for itself and for all contractors, subcontractors, laborers, or persons performing labor upon or furnishing materials or machinery for the Intended Use of the Properties as set out herein, agrees that:

A. No lien shall attach to the Properties or to THE OWNER'S Properties, or to any structure or other improvement to be constructed on the Properties; and

B. Any recording of this Agreement is intended solely for the purpose of giving proper notice as provided under IC 32-8-3-1 et seq.; and no lien whatsoever is created against the real estate as the result of the execution or recordation of this Agreement.

8. TRESPASS. THE OWNER grants to THE ASSOCIATION and its agents and contractor(s) permission to enter onto the Properties during normal working hours (7am to 7pm), with proper notice, to carry out
its Intended Use as set forth herein. All others shall be considered trespassers on the Properties unless the party has permission of THE OWNER to be on the Properties.

9. DEFAULT.

A. Breach of any covenant herein shall constitute a default under this Agreement. In the event of a default, the defaulting party shall be entitled to thirty (30) days written notice specifying the nature of the default and giving the defaulting party an opportunity to cure the default. If the default is not corrected within thirty (30) days after written notice is received, the injured party may elect to terminate this Agreement.

B. If the use intended for the Properties is not approved by any governmental agency having jurisdiction over the reconstruction project, THE ASSOCIATION and THE OWNER shall each have the right to terminate the Agreement by giving written notice to the other party. Within sixty (60) days from the date the notice is received by THE OWNER, the Agreement shall be null and void.

10. NOTICE. Any notice required by this Agreement shall be served upon the other party by mail at the address set forth below or at such other address as the parties may hereinafter designate:

<table>
<thead>
<tr>
<th>William McDaniel</th>
<th>Elaine Spidler</th>
<th>D. C. “Dan” Lee, President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen, Tx 75002</td>
<td>Warsaw, IN 46582</td>
<td>Chapman Lakes Foundation, Inc.</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>PO Box 776</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Warsaw, IN 46581</td>
</tr>
</tbody>
</table>

11. CONTRACTORS. Wherever in this instrument rights are given to the Chapman Lakes Conservation Association, Inc. or the Chapman Lakes Foundation, Inc., THE ASSOCIATION or THE OWNER, such rights shall also extend to the agents, contractors, officers or employees of the parties.

12. BINDING EFFECT. This Agreement shall become effective at the time construction on the Properties begins and shall be binding upon THE OWNER, their heirs, personal representatives, successors and assigns and upon THE ASSOCIATION and any successor organizations.

13. TITLE. THE OWNER hereby represents and warrants that they are owners of the Properties covered by this Agreement and that they have the right to enter into this Agreement and to bind themselves and their heirs, successors, assigns, and personal representatives.

14. This Agreement shall be interpreted under the laws of the State of Indiana.

15. Headings are for reference only and do not affect the provisions of this Agreement.

16. Where appropriate, the singular shall include the plural.

17. This Agreement contains all of the agreements of the parties, all prior negotiations, understandings and agreements having been merged into it. Amendments of this Agreement shall not be effective unless made in writing and signed by the parties.

18. In the event THE ASSOCIATION should cease to exist, the Agreement shall be binding upon the organization that succeeds the said associations, provided that the succeeding organizations’ membership consists of Property owners of real estate on Big Chapman and Little Chapman Lakes, Kosciusko County, Indiana.

19. Any person signing this Agreement in a representative capacity for a party affirms under the penalties for perjury that he or she has the actual authority to so sign.
IN WITNESS WHEREOF, William McDaniel and Elaine Spiter, representing THE OWNERS, and D. C.
"Dan" Lee, current President of THE ASSOCIATION, have caused this Agreement to be executed on the day and
year above first written with the following signatures.

THE OWNER – William McDaniel
Elaine Spiter

THE OWNER – Elaine Spiter

Witness

CHAPMAN LAKES CONSERVATION ASSOCIATION, INC.
CHAPMAN LAKES FOUNDATION, INC.

BY:

President – D. C. "Dan" Lee

Witness
April 3, 2009

Mr. and Mrs. William McDaniel
6 Citris Way
Lucas, Texas 75002

Ms. Elaine Spiter
2113 Chapman Lake Drive
Warsaw, IN 46580

RE: Dredge Spoil Land Use
    Chapman Lakes Dredging Project

Dear Bill and Elaine:

The Chapman Lakes dredging project has been completed. We have been informed by the dredge contractor and Chapman Lake representatives overseeing their work that the spoils basin adjacent to Chapman Lake Drive, for which the attached agreement refers, has been leveled and prepared for use according to the terms of the agreement. You may now use the land for intended purposes without further consideration of the attached agreement.

If you are in agreement that the Chapman Lakes Foundation and the Dredging contractor have fulfilled their agreement on this particular location please sign below, releasing the Foundation from any further liabilities on this parcel. Please return this signed original to me so that I can make a copy for my records and forward the original on to the Chapman Lakes Foundation. Thank you for your cooperation on this project.

Sincerely,

[Signature]

John Richardson

William McDaniels

Attachment: original agreement

Elaine Spiter

C: Greg Hall, Chapman Lakes Foundation
JFNew 99-04-01-08
April 3, 2009

Mr. and Mrs. William McDaniel
6 Citris Way
Lucas, Texas 75002

Ms. Elaine Spiter
2113 Chapman Lake Drive
Warsaw, IN 46580

RE: Dredge Spoil Land Use
   Chapman Lakes Dredging Project

Dear Bill and Elaine:

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Sincerely,

John Richardson

Attachment: original agreement

Elaine Spiter

C: Greg Hall, Chapman Lakes Foundation
JFNew 99-04-01-08
Appendix E

Proposed Sediment Basin Location and Typical Sediment Basin Plans
### Property
- Parcel No: 029-104-103
- Tax Bill No: 297725003140

### Owner
- 6 Citrus Way
- Allen, TX 75002

### Description
- 029-104-103 TRACT IN SE SE 26-33-6 7.43A

### Taxes
- **Tax Year:** 2004 Pay 2005
- **Spring Tax:** 32.72
- **Fall Tax:** 32.72

### Assessments
- **Land:** 6,200.00
- **Res Land:** 0.00
- **Improve:** 0.00
- **Res Improve:** 0.00

---

Kosciusko County Online
The information on this page was collected from several sources. Kosciusko County assumes no legal responsibility for the information contained on this map. Users noting errors or omissions are encouraged to contact the Kosciusko County GIS Department. See full disclaimer for more information.

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8/10/2006