

**Proposed amendment to the Five Lakes Sediment Removal Plan
LaGrange County, Indiana December, 2008**

For the South Channel on Witmer Lake

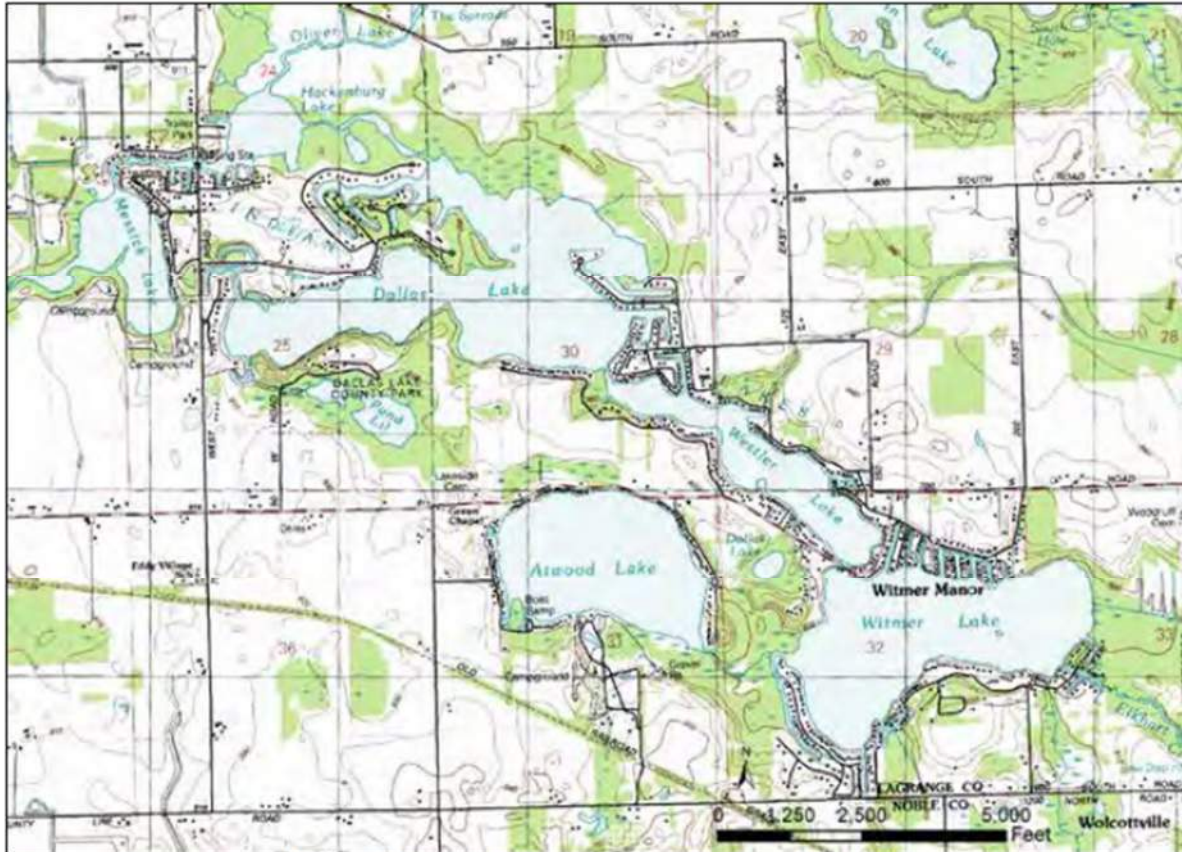
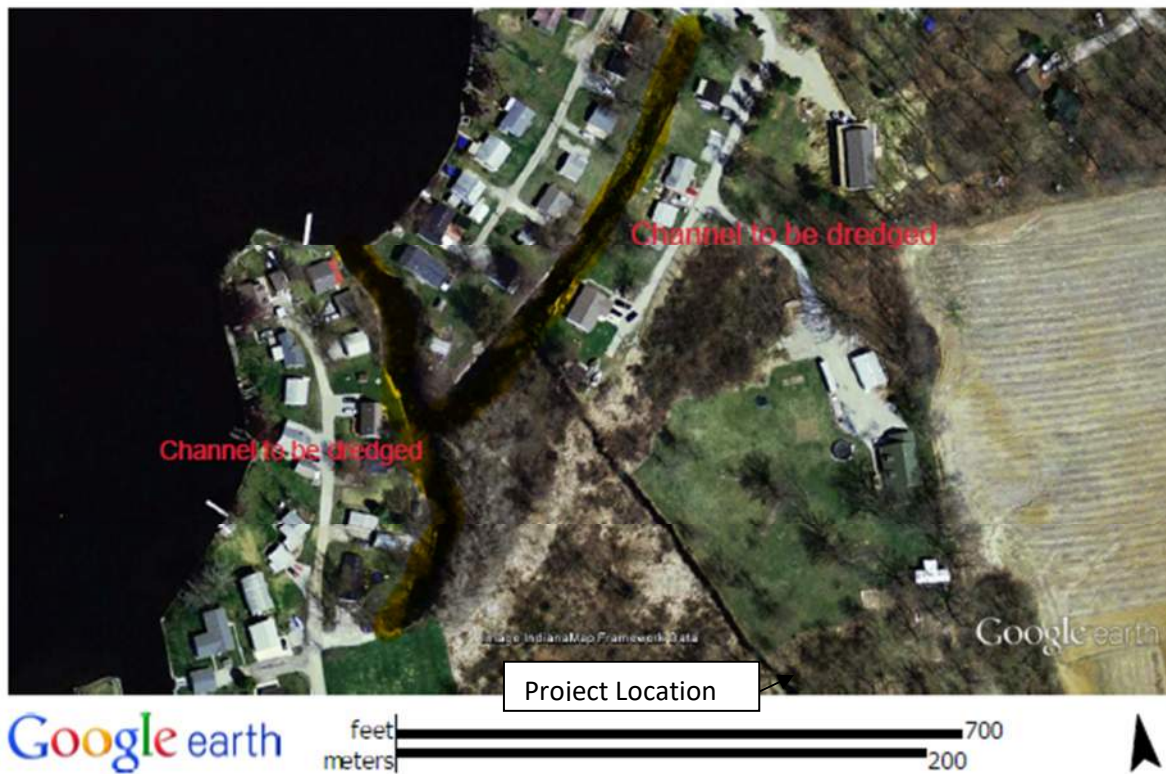


Figure 1. Location Map of Five Lakes. LaGrange County, Indiana



Figure 2. Proposed sediment removal locations, Five Lakes chain, LaGrange County, IN.



4. Narrative description of the targeted sediment deposit(s), its dimensions and volume its composition and its origin.

These channels are located to the east of S150E and between the easterly end of E765S and E770S on Witmer Lake. This channel appears to be feed from an existing ditch from the south that empties into this channel and then into Witmer Lake. The North-South channel is approximately 530 lf in length with an average width of 35'; the East-West channel is approximately 565 lf in length with an average width of 30' (these were taken from Google Earth). The banks of the channel are fairly shallow with a few older type wood seawalls. No probing of this channel was completed, in discussions with long term landowners the channel used to be 5-6 feet deep and has over time sediment has accumulated to the current water level of approximately 18" deep or less. The volume was calculated using a proposed water depth of 6' and existing water depth of 1.5' with a 2:1 minimum side slope on both sides due to the narrow width of the channel.

The assumption is that the sediment is primarily decomposing plant material with some inorganic soil brought in by the existing ditch

At this time the no information is know about the incoming ditch from the South

We propose that the channel will undergo maintenance dredging by removing sediment of an average depth of 4.5' to its original condition to improve navigation. The area of the proposed dredging is 35,500 sf and contains approximately 3,180 cubic yards of sediment. The sediment will be removed resulting in a finished water depth of 5-6 feet below the legal lake elevation at the center of the channel and sloping uniformly to each side. The sediment will be removed by mechanical or hydraulic method and transported/dumped to an upland containment/basin area for dewatering.

5. Mapping the lake bottom – contours before and after dredging.

No probing of sediment was done and in discussions with long term landowners the channel used to be 5-6 feet deep and has over time sediment has accumulated to the current water level of approximately 18" deep or less.

See the location map for the area and item 4 above the description of the lengths and widths of the channel.

Due to the narrow width of the channels we based the cross section using a No Shelf Shoreline using a proposed maximum or average water depth of 6', existing water depth of 1.5', maximum sediment removal depth of 4.5' and a 2:1 minimum side slope.

7. Land easements, ownership, leasing and availability.

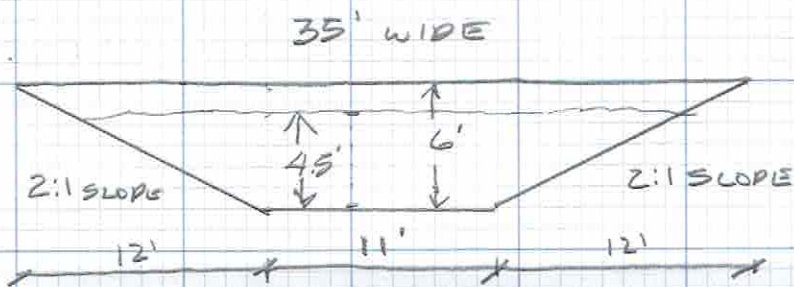
The existing property owners have been in contact with a local landscaping company that may be interested in accepting the removed sediment.

10. Disposal and/or dewatering.

The removed sediment will be trucked to the disposal site.

13. Cost Estimate.

The estimated cost for this project is \$92,540.00.

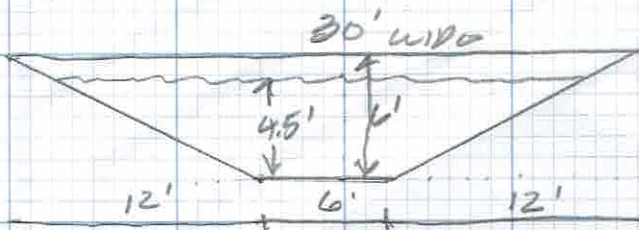


$$4.5' \times 11' = 49.50$$

$$4.5' \times 9' / 2 = 20.25$$

$$4.5' \times 9' / 2 = 20.25$$

$$90 \text{ CUF} / \text{LF} \times 530 \text{ LF} = 47,700 \text{ CF}$$



$$4.5 \times 6' = 27.00$$

$$4.5 \times 9' / 2 = 20.25$$

$$4.5 \times 9' / 2 = 20.25$$

$$67.50 \text{ CUF} / \text{LF} \times 565 \text{ LF} =$$

$$38,137.5 \text{ CF}$$

$$85,837.50 \text{ CF}$$

$$\div 27 = 3,180 \text{ CY}$$

AGREEMENT TO PROVIDE ACCESS FOR
CONSTRUCTION AND MAINTENANCE
OF SEDIMENT REMOVED FROM

THIS AGREEMENT IS MADE ON THE (date) BETWEEN (THE OWNER)
AND THE LAKE ASSOCIATION. (THE ASSOCIATION), A NOT- FOR- PROFIT
CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF INDIANA

Mike Lacey
7260 S
420 E
Wolcottville In

"THE OWNER" ENTERS INTO THIS AGREEMENT FOR THE USE AND
MAINTENANCE OF REAL PROPERTY LOCATED (location), AS DESCRIBED IN
THE ATTACHED PLANNING DOCUMENT AND GRANTS TO "THE ASSOCIATION"
ACCESS TO THIS PROPERTY FOR CONSTRUCTION AND MAINTENANCE OF (lake)
LAKE ASSOCIATED WITH A SEDIMENT REMOVAL PROJECT.

TERMS- THE TERM OF THE AGREEMENT WILL BEGIN ON THE SIGNING DATE
AND CONTINUE FOR ONE YEAR.

CONSTRUCTION- SEDIMENT FROM THE LAKE WILL BE (method of removal)
OUT OF THE LAKE AND (pumped or deposited) LOCATED ON "THE OWNER"
PROPERTY. WATER FROM THE BASIN WILL FILTER OUT, LEAVING ONLY DRY
SOIL. THE SOIL WILL BE SPREAD ON "THE OWNERS" PROPERTY,
PERMANENTLY RAISING THE PROPERTY LEVEL.

THE SOIL WILL BE RE-GRADED TO ORIGINAL CONTOURS AND (seeded, leveled
or prepared for cultivation) WHEN PROJECT IS COMPLETED BY (who is
responsible for reclaiming spoils area)

"THE OWNER" GRANTS TO "THE ASSOCIATION" REASONABLE ACCESS TO THE
PROJECT AREA. "THE OWNER" GRANTS THE RIGHT TO INGRESS AND EGRESS
FROM THE PROPERTY PROVIDED THAT "THE ASSOCIATION" SHALL GIVE
PRIOR NOTICE OF THEIR INTENTIONS BEFORE ENTERING UPON "THE
PROPERTY". "THE OWNER", FOR THEMSELVES AGREE THAT RESONABLE
ACCESS SHALL BE MAINTAINED, THROUGHTOUT THE TERM OF THIS
AGREEMENT (1 YEAR)

"THE OWNER AGREES THAT "THE ASSOCIATION" AND ITS AGENTS SHALL BE PERMITTED TO ENTER ONTO THE "PROPERTY" WITH SUCH MACHINERY, MATERIALS AND EQUIPMENT AND THE PERSONNEL AND WORKERS TO OPERATE SAID MACHINERY AND EQUIPMENT TO CARRY OUT THE INTENDED USE OF THE "PROPERTY" BY "THE ASSOCIATION", INCLUDING, THE CONSTRUCTION, INSPECTION AND LEVELING OF THE DISPOSAL AREA. IT IS AGREED THAT ALL IMPROVEMENTS SHALL STAY WITH THE LAND.

"THE OWNER" LIMITS THE RIGHTS GRANTED TO "THE ASSOCIATION" AS CONTAINED HEREIN, AND THAT "THE ASSOCIATION" MAY ENTER ONTO THE "PROPERTY" FOR THE INTENDED USE AS DESCRIBED, AND NOT FOR ANY OTHER USE BY "THE ASSOCIATION" AND/OR ITS AGENTS, OR GENERAL PUBLIC.

RIGHTS TO THE "PROPERTY" 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 SECURING THE PERMISSION OR AGREEMENT FROM "THE OWNER".

UPON COMPLETION OF THE PROJECT, "THE ASSOCIATION" RETAINS NO RIGHTS TO AREA.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS IMPOSING ANY ADDITIONAL LIABILITY ON "THE OWNER". ALL CONTRACTORS ACCESSING THE PROPERTY TO PERFORM WORK 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 A CERTIFICATE OR EVIDENCE THAT SUCH INSURANCE IS IN EFFECT BY THE CONTRACTORS INVOLVED.

"THE ASSOCIATION'S" CONTRACTORS SHALL BE RESPONSIBLE FOR AND SHALL DEFENDING ANY CLAIM OF LEGAL ACTION RELATED TO ANY INJURY, CAUSED BY OR RESULTING FROM "THE ASSOCIATION'S" ACTIVITIES ON THE "PROPERTY"

"THE ASSOCIATION" SHALL RESTORE ALL ROAD SURFACES OWNED BY "THE OWNER" TO THEIR ORIGINAL CONDITION IF SAID SURFACES ARE DAMAGED BY EQUIPMENT AND/OR MACHINERY USED BY "THE ASSOCIATION" AND ITS AGENTS DURING INGRESS AND EGRESS FROM THE "PROPERTY"

BEFORE FINAL COMPLETION OF THE WORK ON SAID PREMISES, "THE ASSOCIATION" AND ITS AGENTS SHALL CLEAN UP AND REPLANT THE CONSTRUCTION SITE TO THE SATISFACTION OF "THE OWNER".

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TO CAUSE THIS AGREEMENT TO BE ENACTED, "THE OWNER" AND "THE ASSOCIATION" PROVIDE THEIR SIGNATURES ON THE DATES SHOWN ABOVE

THE OWNER _____ THE ASSOCIATION _____

DATE _____ --DATE _____

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CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF INDIANA

Cindy Yoder

1507 S
500 E
LaGrange In

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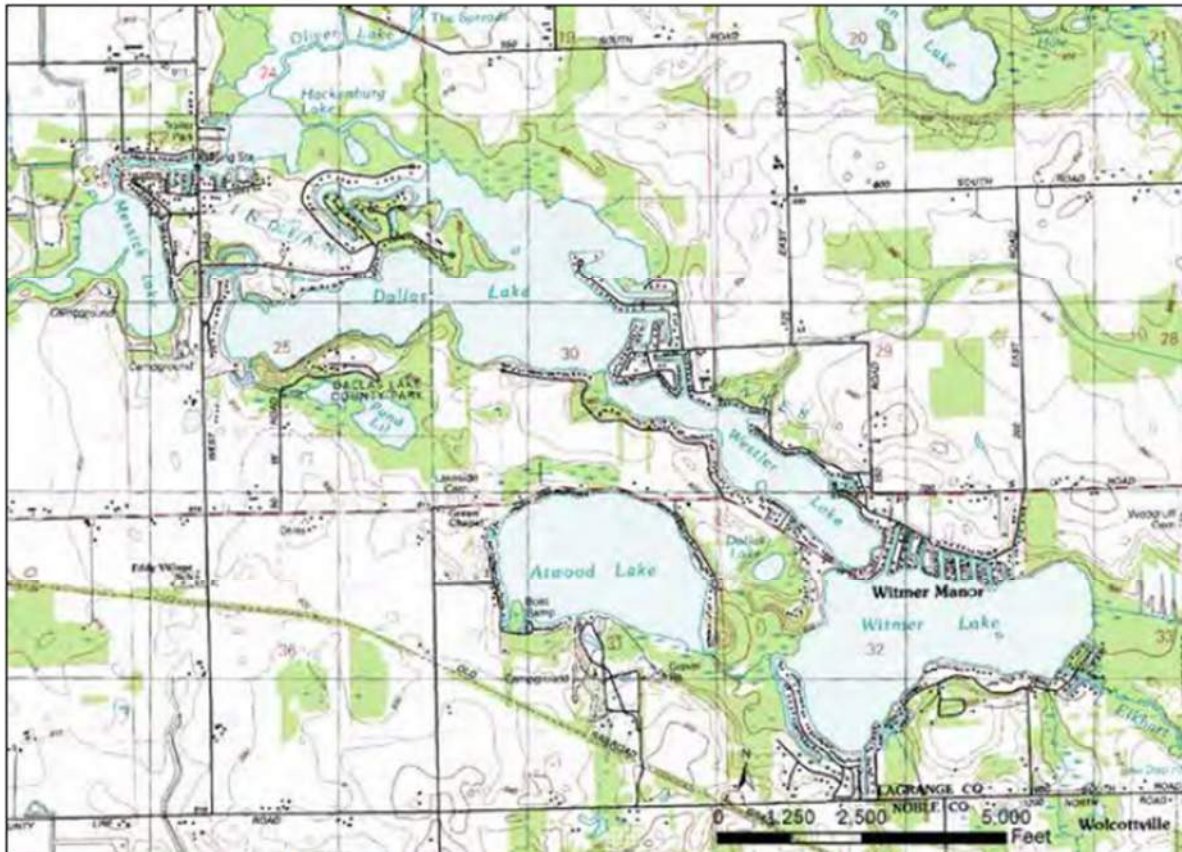
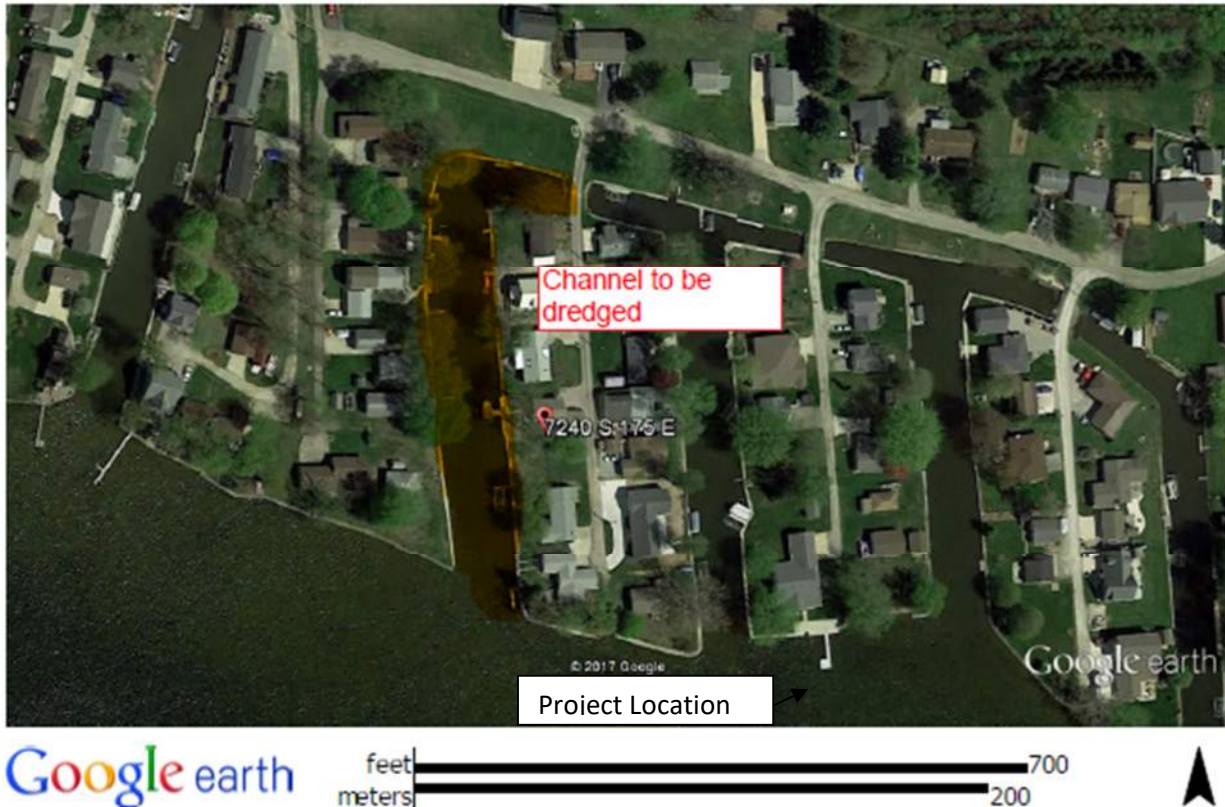


Figure 1. Location Map of Five Lakes. LaGrange County, Indiana



Figure 2. Proposed sediment removal locations, Five Lakes chain, LaGrange County, IN.



4. Narrative description of the targeted sediment deposit(s), its dimensions and volume its composition and its origin.

This channel is located to the South of E720S and between S170E and S175E on Witmer Lake. This channel appears to have a drainage culvert pipe located on the North end of the channel located about half way between S170E and S175E coming from North. The channel is approximately 595 lf in length with an average width of 70' (taken from Google Earth). The banks of the channel are mostly concrete seawalls. No probing of this channel was completed, in discussions with long term landowners the channel and a permit application previously applied for this area (PL-21390) used to be 7 feet deep and has over time sediment has accumulated to the current water level of approximately 2 feet deep. The volume was calculated using a proposed water depth of 7' and existing water depth of 2' with a 3:1 minimum side slope on both sides.

The assumption is that the sediment is primarily decomposing plant material with some inorganic soil brought in by the existing culvert pipe.

At this time the no information is know about the incoming pipe from the North

We propose that the channel will undergo maintenance dredging by removing sediment of an average depth of 5' to its original condition to improve navigation. The area of the proposed dredging is 41,650

sf and contains approximately 4,960 cubic yards of sediment. The sediment will be removed resulting in a finished water depth of 7 feet below the legal lake elevation at the center of the channel and sloping uniformly to each side. The sediment will be removed by mechanical or hydraulic method and transported/dumped to an upland containment/basin are for dewatering.

5. Mapping the lake bottom – contours before and after dredging.

No probing of sediment was done and in discussions with long term landowners the channel used to be 7 feet deep and has over time sediment has accumulated to the current water level of approximately 2 feet deep or less.

See the location map for the area and item 4 above the description of the lengths and widths of the channel.

The cross section was base on a 5' shelf on both sides and a 3:1 slope to the bottom and based on a 7' proposed maximum or average depth, existing water depth of 2 feet, maximum sediment removal depth of 5'.

7. Land easements, ownership, leasing and availability.

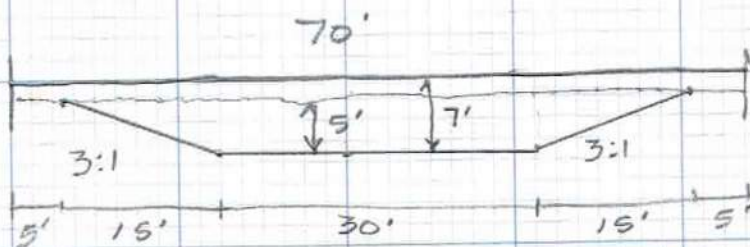
The existing property owners have been in contact with a local farmer who has tentatively agreed to take the sediment.

10. Disposal and/or dewatering.

The removed sediment will be trucked to the disposal site.

13. Cost Estimate.

The estimated cost for this project is \$125,488.00.



$$30' \times 5' = 150 \text{ CUFY}$$

$$15' \times 5' / 2 = 37.50$$

$$15' \times 5' / 2 = 37.50$$

$$\frac{225 \text{ CUFY} \times 59.5 \text{ LF}}{100} = 133,875 \text{ CUFY}$$

$$= 4,960 \text{ CY}$$

CHARLES POYSER

1240 E. 600S

WOOLCOTTVILLE, IN 46795

AGREEMENT TO PROVIDE ACCESS FOR
CONSTRUCTION AND MAINTENANCE
OF SEDIMENT REMOVED FROM

CHARLES POYSER

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THE OWNER Charles Payne THE ASSOCIATION _____

DATE Dec 16, 2017 --DATE _____

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LaGrange County, Indiana December 2008**

For the North Channel on Westler Lake

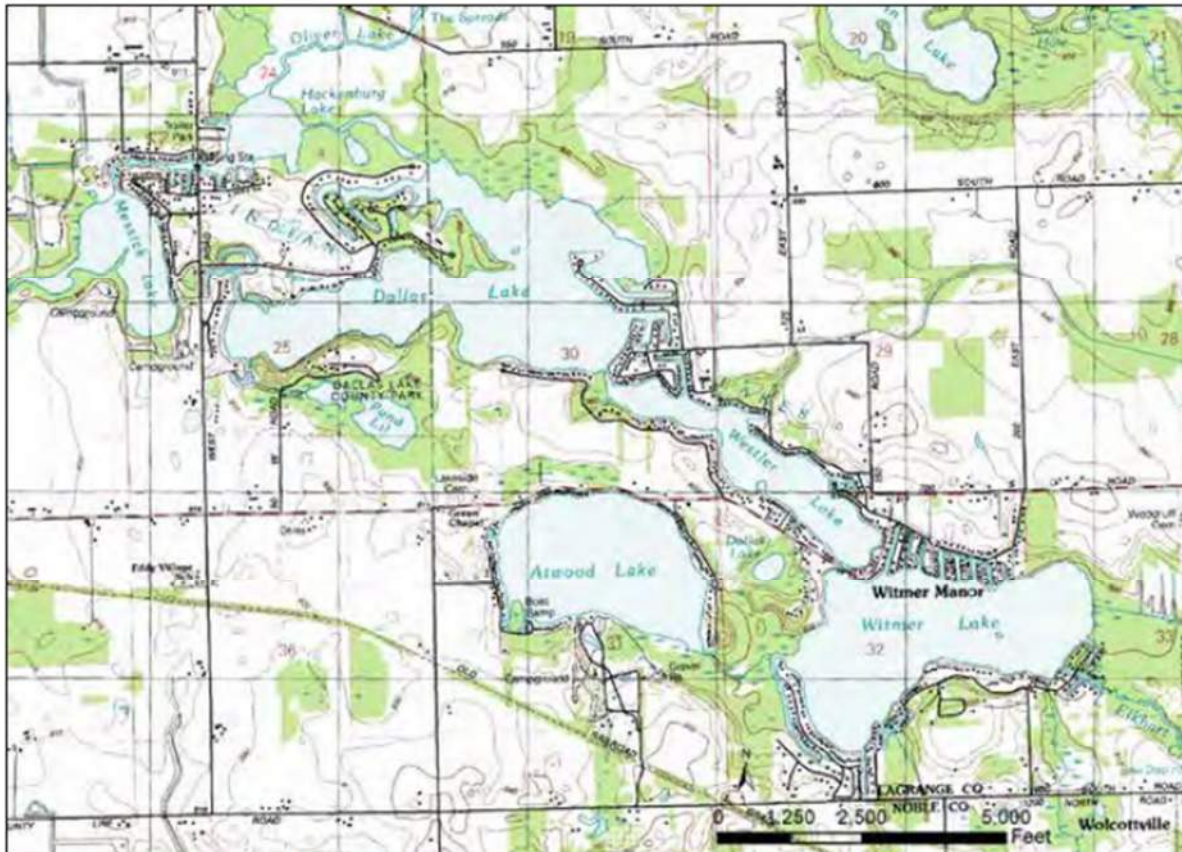
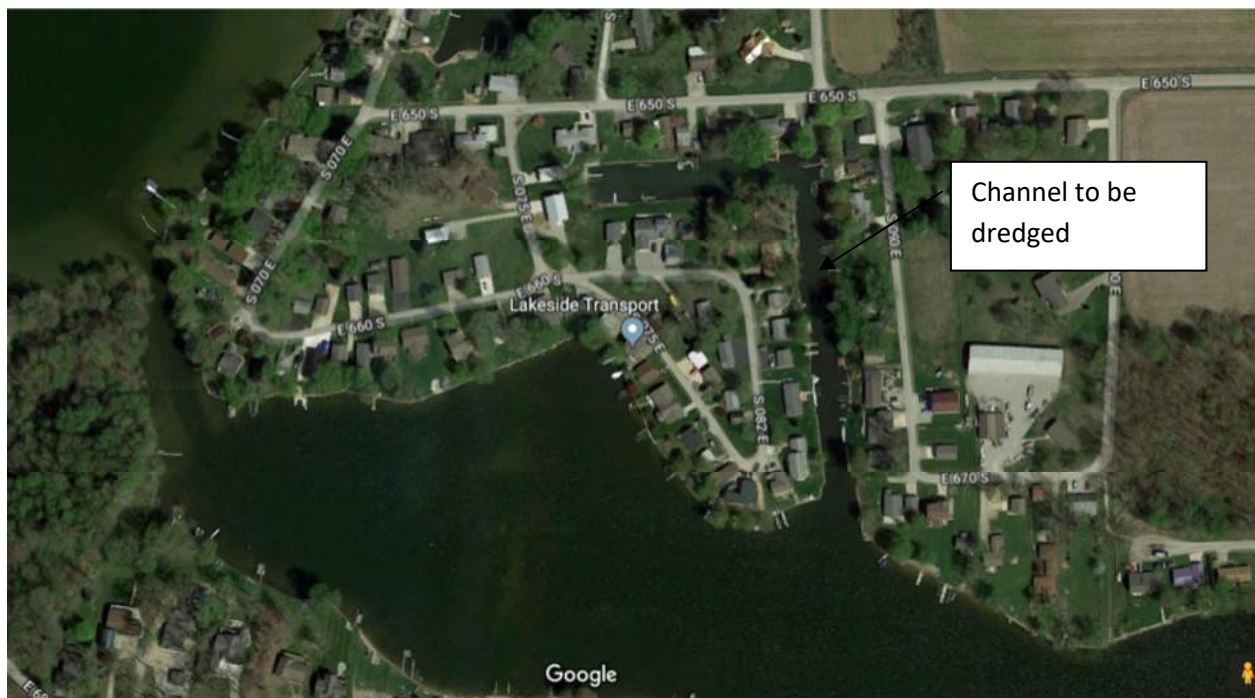


Figure 1. Location Map of Five Lakes. LaGrange County, Indiana



Figure 2. Proposed sediment removal locations, Five Lakes chain, LaGrange County, IN.



4. Narrative description of the targeted sediment deposit(s), its dimensions and volume its composition and its origin.

This channel is located to the South of E650S and between S082E and S090E on Westler Lake. This channel appears to have a drainage pipe located approximately 75 from the inlet of the channel. The channel is approximately 1000 lf in length with an average width of 65' (taken from Google Earth). The banks of the channel have some concrete seawalls and are mostly rock. No probing of this channel was completed, in discussions with landowners the channel used to be approximately 7 feet deep and has over time sediment has accumulated to the current water level of approximately 1-1.5 feet deep. The volume was calculated using a proposed water depth of 7' and existing water depth of 1.5' with a 3:1 minimum side slope on both sides.

The assumption is that the sediment is primarily decomposing plant material with some inorganic soil brought in by the existing culvert pipe.

At this time the no information is known about the incoming pipe from the North

We propose that the channel will undergo maintenance dredging by removing sediment of an average depth of 5' to its original condition to improve navigation. The area of the proposed dredging is 65,000 sf and contains approximately 8,148 cubic yards of sediment. The sediment will be removed resulting in a finished water depth of 7 feet below the legal lake elevation at the center of the channel and sloping uniformly to each side. The sediment will be removed by mechanical or hydraulic method and transported/dumped to an upland containment/basin are for dewatering.

5. Mapping the lake bottom – contours before and after dredging.

No probing of sediment was done and in discussions with landowners the channel used to be approximately 7 feet deep and has over time sediment has accumulated to the current water level of approximately 1.5 feet deep or less.

See the location map for the area and item 4 above the description of the lengths and widths of the channel.

The cross section was base on a 5' shelf on both sides and a 3:1 slope to the bottom and based on a 7' proposed maximum or average depth, existing water depth of 1.5 feet, maximum sediment removal depth of 5'.

7. Land easements, ownership, leasing and availability.

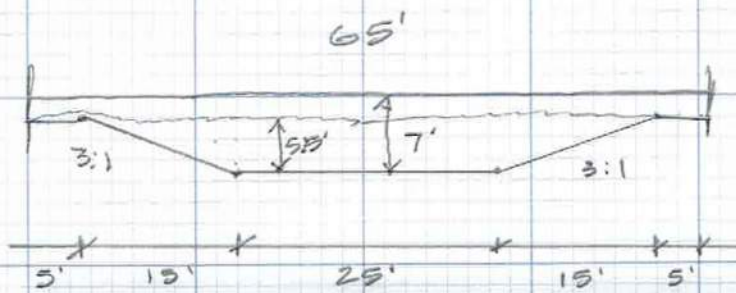
The existing property owners have been in contact with a local property owner who has tentatively agreed to take the sediment. (Jonathan Miller, 6785S 150 E Wolcottville, IN)

10. Disposal and/or dewatering.

The removed sediment will be trucked to the disposal site.

13. Cost Estimate.

The estimated cost for this project is \$206,145.00.



$$25' \times 5.5' = 137.50$$

$$15 \times 5.5 / 2 = 41.25$$

$$15 \times 5.5 / 2 = 41.25$$

$$220 \text{ cu ft} \times 1,000 = 220,000 \text{ cu ft}$$

$$8,148 \text{ cu yd}$$