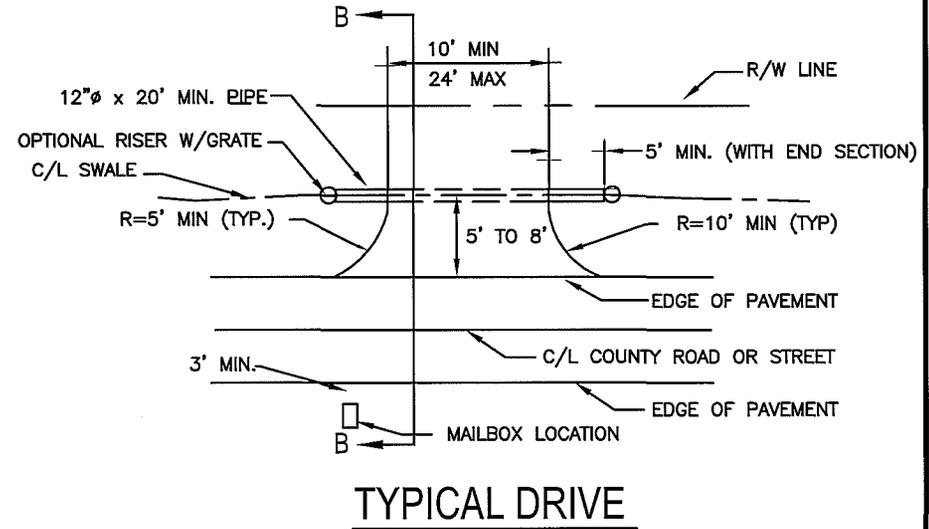


REQUIREMENTS:

1. Only one (1) access is allowed per parcel or lot unless multiple accesses have been granted by the Plan Commission or BZA as a part of the Site Plan.
2. Applicant acknowledges adequate intersection sight distances in each direction from the proposed access for corresponding speed limit on the road drive will be accessed from. In the event adequate intersection sight distances are not present the developer/applicant must create the required distances or access will be denied.
Unposted speed limit (55mph) = 610 ft, 50mph = 555ft, 45mph = 500ft, 40mph = 445ft, 35mph = 390ft
3. All components of the drive must be constructed as shown in the *TYPICAL DRIVE* detail. D
4. A 12" culvert and roadside swale shall be installed as shown in *TYPICAL DRIVE*. The AUTHORIZED AGENT shall establish and maintain drainage facilities at all points where the owner's property has frontage adjacent to a street. Ponding may not occur on the road, owner's property, or adjacent properties.



Mailbox Recommendations:

- > On numbered county roads with no paved shoulder, the front or closest edge of a mailbox must be a minimum of three (3) feet off of the edge of the traveled and/or paved portion of the public right-of-way. On subdivision streets and on numbered county roads with a paved shoulder, that face (closest portion) of the mailbox shall be located a minimum of twelve (12) inches off of the edge of the paved shoulder. On streets with raised curbs, the face (closest portion) of the mailbox shall be located at least six (6) inches from the back of the curb. If a mailbox is located at or near intersecting streets, it shall be located a minimum of ninety (90) feet from the centerline of the two intersecting streets.
- > Mailboxes should be of light sheet metal or plastic construction conforming to the requirements of the U.S. Postal Service; accompanying or related or adjacent newspaper delivery boxes shall be of comparable construction and be of no greater size than necessary or suitable for the receipt of a newspaper, and should otherwise comply with the mailbox standards herein set forth. No more than two (2) mailboxes may be mounted on a support structure unless the support structure and mailbox arrangement have been demonstrated by the property owner or owners to be acceptable for traffic and highway safety under AASHTO certified crash tests. Mailbox supports shall not be set in concrete unless the support design has been demonstrated by AASHTO certified crash tests when so installed. A single four (4) inches x four (4) inches square wooden post, four (4) inch in diameter wooden post or a metal post with a strength no greater than a two (2) inch diameter standard strength steel pipe will be acceptable as a mailbox support. The support may be embedded no more than twenty-four (24) inches into the ground will be acceptable as a mailbox support. A metal post shall not be fitted with an anchor plate, but it may have an anti-twist device that extends no more than ten (10) inches below the ground surface. The post to box attachment details shall be in conformance with the current Indiana Department of Transportation standards or current standards of AASHTO's "A Guide for Erecting Mailboxes on Highways".
- > Any AUTHORIZED AGENT placing a mailbox within the public right-of-way of a street or road, under the jurisdiction of Elkhart County, does so at his/her/its own risk and such party, and any successor in ownership to such mailbox, shall indemnify and hold Elkhart County, and its agents, officials, and employees, free and harmless from any and all, claims and liabilities arising from such placement, whether placed by these standards or otherwise.

The AUTHORIZED AGENT shall be responsible for any damage it causes to any roadway, drainage structure, or other Public Improvement located within a Right-of-Way during the construction of the Installation. The AUTHORIZED AGENT shall use all reasonable efforts to protect the public from any danger associated with the construction of said improvement or action. The AUTHORIZED AGENT shall be responsible for and indemnify and hold the Commissioners harmless from any claim for damages of any nature, resulting from AUTHORIZED AGENT's Installation, or any actions or undertakings associated therewith, including the payment of attorneys' fees and other expenses incurred in the defense of any claim against the Commissioners.

If the AUTHORIZED AGENT fails to follow the terms of this Agreement, the AUTHORIZED AGENT shall be liable for any damage it causes as a result of the violation of this Agreement, including attorneys' fees incurred by the Commissioners and all other reasonable costs and expenses incurred in enforcing said standards. Additionally, if AUTHORIZED AGENT fails to construct, maintain, or undertake the Installation as agreed or if AUTHORIZED AGENT shall in any fashion breach the terms and conditions of this Agreement, or if AUTHORIZED AGENT shall otherwise fail or refuse to comply with the Zoning and/or Subdivision Ordinance of Elkhart County, Indiana, the Commissioners may seek and pursue all other remedies available at law or in equity, to include the remedy of specific performance or injunctive relief, and in addition thereto, the Commissioners may directly, or through their authorized representatives or departments, cancel, rescind, or terminate any permits or authorization heretofore granted to AUTHORIZED AGENT, and may withhold any construction, building, occupancy, or other permits sought by AUTHORIZED AGENT, at the location set forth AND at any other locations in Elkhart County, until all such failures, breaches, or violations of AUTHORIZED AGENT shall be cured to the satisfaction of the Commissioners.

RESIDENTIAL PRIVATE DRIVE

FIG.5

