

Drain: CLARIDGE FARMS GRAIN **Drain #:** 243
Improvement/Arm: CLARIDGE FARMS - SECTION 1
Operator: JDH **Date:** 11-18-03
Drain Classification: Urban/Rural **Year Installed:** 1990

GIS Drain Input Checklist

- Pull Source Documents for Scanning JJA 11-18
- Digitize & Attribute Tile Drains N/A
- Digitize & Attribute Storm Drains JJA 11-18
- Digitize & Attribute SSD JJA 11-18
- Digitize & Attribute Open Ditch _____
- Stamp Plans JJA 11-18
- Sum drain lengths & Validate JJA 11-18
- Enter Improvements into Posse JJA 11-18
- Enter Drain Age into Posse _____
- Sum drain length for Watershed in Posse _____
- Check Database entries for errors JJA 11-18

**Gasb 34 Footages for Historical Cost
Drain Length Log**

Drain-Improvement: CLARIDGE FARMS DRAIN - CLARIDGE FARMS - SECTION 1

Drain Type:	Size:	Length <small>SURVEY REPORT (AS BUILT)</small>	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
SSD	6"	6,703'	7,530'	+827'	\$2.00	15,060.00
RCP	12"	2,422'	2,422'	∅	7.25	17,559.50
	15"	998.6'	998.6'	∅	9.50	9,486.70
	18"	1,164.3'	1,164.3'	∅	10.50	12,225.15
	21"	236.6'	236.6'	∅	14.25	3,371.55
	24"	217.9'	217.9'	∅	18.00	3,922.20
OPEN DITCH		65'	65'	∅	19.55	1,270.75

Sum: 11,807.4' 12,634.4' +827'

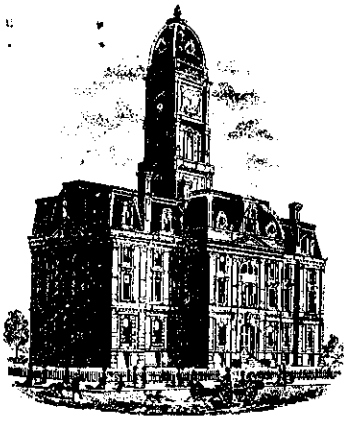
* ~~\$62,895.85~~
Used owner & Contractor Agreement

Final Report: _____

Comments:

NOT ALL LENGTHS SHOWN ON SURVEY REPORT ARE ACCURATE TO AS BUILT. THEY ARE ROUNDED OFF. PUCAD PIPER LENGTHS AS AS BUILT SHOW THEM TO EXACT LENGTHS.

SSD ON AS BUILT IS 827' MORE THAN FINAL REPORT SHOWS.



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

776-9626

942 Maple Avenue December 20, 1990

Noblesville, Indiana 46060

TO: Hamilton County Drainage Board

RE: Claridge Farm Drain-Section 1

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Claridge Farm Drain-Section 1.

I have reviewed the submittals and petition and have found each to be in proper form.

I have made a personal inspection of the land described in the petition. Upon doing so, I believe that the drain is practicable; will improve the public health; benefit a public highway and be of public utility; and that the costs, damages and expenses of the proposed drain will probably be less than the benefits accruing to the owners of land likely to be benefited. The drain will consist of the following:

Open Ditch	65ft	6"	SSD	7209ft	12"	RCP	2438ft				
15"	RCP	1019ft	18"	RCP	1170ft	21"	RCP	238ft	24"	RCP	235ft

The total length of the drain will be 12,374 feet.

~~Construction of this section~~ is complete and acceptable. The offsite system as shown on Sheet 17, is constructed from, ~~from~~, STR 150 to 146. The section between STR. 145 and 146 will be constructed with the next section. Various Lots in this section may at a later date be assessed to the Collins-Osborn, Williams Creek, Well Run, Elliott Creek or Springmill Streams Drains. *

The open ditch shown above is that portion of Elliott Creek through the project. The open drain runs from the North line of Lot 1 to the East side of the structure under Clay Center Road. From this point East of the open ditch is part of the Springmill Streams Drain (see report on Section 8 Dated 11-5-87).

The retention areas shown on the attached plan (Lake in Block B and Lake 2 in Block E) will not be maintained as part of the regulated drain. These are to be maintained by the Homeowners Association with only the inlet and outlet maintained as part of the regulated drain.

*

~~24- 235~~

~~21-35, 175, 28~~

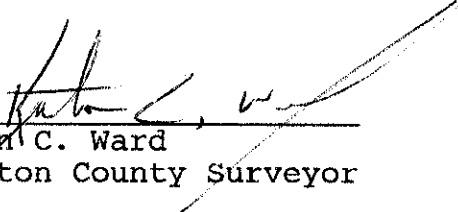
~~18-185, 190, 113, 54, 193, 90, 165, 180~~

~~15-230, 28, 170, 195, 280, 38, 28~~

~~12-415, 85, 275, 28, 200, 260, 135, 175, 70, 140, 140, 67, 28, 180, 185, 55~~

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I recommend a maintenance assessment of \$25.00_per lot, \$5.00_per acre for roadways, with a \$25.00__minimum. With this assessment the total annual assessment for the drain/this section will be \$ 1754.85 .

I recommend a hearing be set for February 19, 1991__, also recommend the Board approve the attached non-enforcement at time of hearing if the petition is approved.



Kenton C. Ward
Hamilton County Surveyor

KCW/no

**CERTIFICATE OF COMPLETION AND COMPLIANCE
FOR CLARIDGE FARM**

TO: HAMILTON COUNTY SURVEYOR

RE: Claridge Farm Section 1

I hereby certify that:

1. I am a Registered Professional Engineer in the State of Indiana
2. I am familiar with the plans and specifications for the above referenced subdivision;
3. To the best of my knowledge, information and belief, the Drainage Facilities within the subdivision have been installed and completed in conformity with all plans and specifications, with the following exceptions:
 - a. The 12" RCP between structures 116 and 115 has been laid at a 0.44% slope in lieu of 0.84%. This will require 0.19 feet of head above the top of pipe at structure 116 to pass the design flow of 7.77 cfs.
 - b. The 12" RCP between structures 118 and 117 has been laid at a 0.18% slope in lieu of 0.40%. This will require 0.09 feet of head above the top of pipe at structure 118 to pass the design flow of 2.16 cfs.

Signature William R. Grout Date 12/6/90

Typed or Printed Name: William R. Grout

Business Address: 3020 N. Post Road

Indianapolis, IN 46226

Telephone: (317) 898-8282

INDIANA REGISTRATION NO.

890345

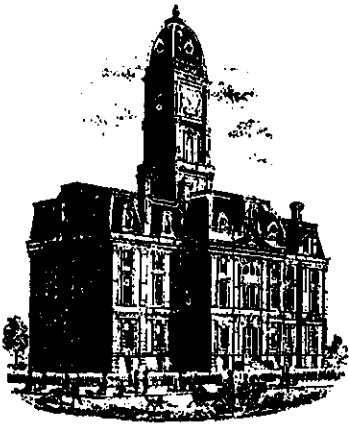
FILED

DEC 07 90

OFFICE OF HAMILTON COUNTY SURVEYOR

BY _____

SEAL



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 146

One Hamilton County Square

Noblesville, Indiana 46060-2230

October 11, 1996

TO: Hamilton County Drainage Board

RE: Claridge Farms Drain-Section 1

Attached are As-Builts, Certificate of Completion and Compliance, and other information for Claridge Farms Drain-Section 1. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain which will alter the plans submitted with my report for this drain dated December 20, 1996. The changes are as follows:

The corrected total of 6" SSD is 6,703 feet.

	STR 150 to 149	18" RCP	shortened	from 190'	to 182 feet	181.9
	STR 149 to 147	18" RCP	shortened	from 185'	to 180 feet	179.6
145-146	STR 107 to 106	12" RCP	lengthened	from 85'	to 87 feet	✓
55' to 53.5'	STR 103A to 103	18" RCP	lengthened	from 54'	to 55 feet	✓
	STR 103 to 102	18" RCP	lengthened	from 113'	to 114 feet	✓
105-106	STR 102 to 101	21" RCP	shortened	from 175'	to 174 feet	✓
415' to 414.8'	STR 110 to 109	12" RCP	shortened	from 260'	to 257 feet	256.7
	STR 108 to 102	12" RCP	shortened	from 275'	to 274 feet	273.8
133 to 134	STR 111 to 112	15" RCP	shortened	from 170'	to 162 feet	161.5
195' to 194.8'	STR 113 to 114	12" RCP	lengthened	from 135'	to 137 feet	✓
	STR 128 to 127	21" RCP	shortened	from 175'	to 173 feet	✓
116 to 117	STR 130 to 131	24" RCP	shortened	from 235'	to 218 feet	217.9
140' to 137.7'	STR 132 to 133	18" RCP	shortened	from 90'	to 88 feet	87.8
	STR 133 to 135	18" RCP	shortened	from 280'	to 272 feet	271.8
	STR 124 to 123	18" RCP	shortened	from 180'	to 173 feet	✓
126 to 126.9	STR 115 to 116	18" RCP	lengthened	from 165'	to 180 feet	✓
140' to 138'	STR 116 to 120	15" RCP	shortened	from 38'	to 35 feet	34.5
	STR 121 to 122	12" RCP	shortened	from 180'	to 177 feet	✓
	STR 118 to 117	12" RCP	shortened	from 55'	to 49 feet	✓



AIA Document A101/CM

CONSTRUCTION MANAGEMENT EDITION

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1980 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED.

This document is intended to be used in conjunction with AIA Documents
A201/CM, 1980; B141/CM, 1980; and B801, 1980.

AGREEMENT

made as of the 4th day of September in the year of Nineteen
Hundred and 90

BETWEEN the Owner: Brenwick Development Company, Inc. 9502 Angola
Court Indpls, In 46268

and the Contractor: Valenti-Held Contractor Developer, Inc. RR 1 Box
360 Whitestown, In 46075

the Project: Claridge Farm - Section One

The legal description of the Project is contained in Exhibit A
attached hereto.

the Construction Manager: Sweet & Company, Inc. 9502 Angola Court
Indianapolis, Indiana 46268

the ~~Architect~~: Engineer: Schneider Engineering Corporation 3020 N. Post
Road Indpls, In 46226

The Owner and the Contractor agree as set forth below.

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INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

A101/CM — 1980 1

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7. Contract documents also include the invitation to bid, the instructions to bidders and the contractor's bid, and the No-Lien Agreement pursuant to Section 7.3.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents ~~for~~ as described in the attached Schedule A, and in accordance with a modified version of AIA Document A201CM General Conditions of the Contract for Construction which is available and on file in the Sweet & Company, Inc. office.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced upon notification by the owner to commence work, and, subject to authorized adjustments, Substantial Completion of the Work shall be achieved ~~not later than~~ in

(Here insert any special provisions to be formulated regarding liability to complete on time.)
accordance with the project schedule, attached hereto as Schedule B, subject to modification by Owner or by events beyond the control of Owner or Contractor.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

\$635,680.00 Section One \$26,500.00 Off-site earth moving
\$ 17,975.00 Community Area

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates and unit prices, as applicable.)

See attached Schedule A

The Contract Sum includes all federal, state, county, municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against Owner, Construction Manager or Contractor.

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Construction Manager by the Contractor and Project Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the _____ day of each month as follows:

Not later than Twenty-Five (25) following the end of the period covered by the Application for Payment, Ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the Work, a sum sufficient to increase the total payments to One Hundred percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not provided elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Contractor agrees that, if and when requested to do so by Owner or Construction Manager, it shall furnish such information, evidence and substantiation as Owner may require with respect to the nature and extent of all obligations incurred by Contractor for or in connection with the Work, all payments made by Contractor thereon and the amounts remaining unpaid, to whom and the reasons therefor.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert any rate of interest agreed upon.)

NONE

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements such as written disclosures or waivers.)

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and the Architect has issued a Project Certificate for Payment which approves the final payment due the Contractor.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 If required, the terms and conditions of this agreement shall be construed together with the terms and conditions of the other contract documents; provided, however, in the event of any conflict which cannot be resolved, the terms and conditions of this agreement shall prevail over the other applicable terms and conditions except where the terms and conditions of this agreement are amplified or extended by the terms and conditions of the other contract documents. In the latter event, the terms and conditions of this agreement, as amplified or extended by the other contract documents, shall prevail.

7.3 This Contract shall be and constitute a no-lien contract under and to the full extent provided by the laws of the State of Indiana. Accordingly, no subcontractor, mechanic, journeyman, laborer, or other person performing labor upon or furnishing materials or machinery for the Project or the real estate described in Exhibit A (the "Real Estate") or to any improvements erected or to be erected thereon shall have any right to file a mechanic's lien against the Project or the Real Estate; provided, that the Contractor shall, for itself, retain and reserve such mechanic's lien rights as are afforded by law. This Contract, or a no-lien agreement in the form attached hereto shall be prepared, executed, acknowledged and recorded in accordance with the requirements of Indiana Code 32-8-3-1 in order to render invalid any lien or purported lien filed or sought by any subcontractor, mechanic, journeyman, laborer or person performing labor upon or furnishing materials or machinery for the Project.

7.3 Temporary facilities and services:

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

7.4 Working Conditions:

(Here list any special conditions affecting the Contract.)

7.4.1 Notwithstanding the dimensions given on the plans, specifications, and other contract documents, it shall be the obligation and responsibility of contractor to take such measurements as will insure the proper matching and fitting of the work covered by this agreement with contiguous work.

7.4.2 The Work hereunder is to be performed and finished under the direction and to the satisfaction of both the Engineer and Construction Manager. Construction Manager will furnish to Contractor such additional information and plans as may be prepared by the Engineer to further describe the Work to be performed and furnished by Contractor and Contractor shall conform to and abide by same.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

~~Brenwick Development Company, Inc~~

~~Valenti Field Contractor Developer Inc.~~

~~George P. Sweet, President~~

~~Allen M. Valenti, President~~

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A101/CM — 1980 5

SCHEDULE A
SCOPE OF WORK

The Scope of work under this contract is as follows:
Based on drawings and specifications prepared by Schneider Engineering Corporation dated 7/23/90 with the last revision being the week of 8/20/90.

I. EARTHWORK

Includes:

- A. Clearing of trees and brush on site as required with all debris to be buried on site.
- B. Strip topsoil, place in rear yards, and stockpile excess on the site, as directed by the owner.
- C. Perform all cuts and fills to 0.10' tolerance for building pads, streets, lake, swales and site. This price is based on the site balancing. No excess material to be hauled from the site or borrow material hauled to the site.
- D. Finish grade the building pads, streets, parking lot, lake, swales and site one time only.
- E. Removal of the waste dirt generated from the installation of the storm sewer, sanitary sewer, and water line.
- F. Excavate for the D-lane including providing barricades for 10 days.
- G. Install utility conduits furnished by the Utility companies.
- H. Place straw bales as shown.

Excludes:

- A. Field engineering and soils testing.
- B. Bonds and permits.
- C. Footing excavation and backfill.
- D. Removal of waste dirt generated from building construction and other contractors' waste dirt.
- E. Relocation of existing utilities and tiles.
- F. Erosion control and fine grading for erosion control.
- G. Seeding, sodding and landscape work.
- H. Undercutting of unsuitable material or previously placed fill.
- I. Removal of buried concrete or debris from previous filling of site.
- J. Grandular fill under concrete slabs.
- K. Construction of lake #3 shown on sheet #S-17 but is not a part of Section #1.
- L. Clearing of off-site sewer easements.

Section One	\$	186,400.00
Community Area	\$	8,500.00
Off-site	\$	26,500.00

II. SANITARY SEWER

Includes:

- A. Excavation and placement of all required 8" and 10" 3034 P.V.C. pipe, and 10" D.I.P. as shown on the drawings.
- B. Excavation and placement of the 6" 3034 P.V.C. pipe for laterals as shown.
- C. Manholes.
- D. #8 stone bedding as required.
- E. Grandular backfill as required.
- F. Air and mandrel testing.
- G. 3 year - 20% maintenance bond.
- H. Sales tax.
- I. Marker post for each lateral.
- J. Cutting and restoration of street including providing the required traffic control.
- K. Bituminous joint coating on exterior of manholes.

Excludes:

- A. Field engineering and soils testing.
- B. Inspection fees and tap charges.
- C. Relocation of existing utilities.
- D. Clearing of off-site sewer easements.

Section One	\$288,300.00
Community Area	\$ 9,475.00

III. STORM SEWERS

Includes:

- A. Excavation and placement of the R.C.P. as shown on the drawings.
- B. Inlets and manholes.
- C. Metal end sections.
- D. Rip-rap.
- E. 6" subsurface drain and risers.
- F. Grandular backfill as required.
- G. Sales tax.

Excludes:

- A. Field engineering and soils testing.
- B. Permits, performance bond, and maintenance bond.
- C. Relocation of existing utilities.

\$160,980.00

This contract between Brenwick Development Company, Inc. and Valenti-Held Contractor Developer, Inc.

EXHIBIT A

Claridge Farm - Section One

Part of the West Half of the Northwest Quarter of Section 34 and part of the East Half of the Northeast Quarter of, Section 33, all in Township 18 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the Northwest corner of the West Half of the Northwest Quarter of said Section 34; thence on an Assumed Bearing of North 89 degrees 09 minutes 53 seconds East along the North line thereof a distance of 617.56 feet to the Beginning Point; thence continuing North 89 degrees 09 minutes 53 seconds East along said North line a distance of 706.68 feet to the Northeast corner of said half - quarter section; thence South 00 degrees 02 minutes 27 seconds East along the East line of said West Half-Quarter a distance of 1972.89 feet to a point distant 655.77 feet North of the Southeast corner of said West Half-Quarter; thence South 89 degrees 14 minutes 05 seconds West a distance of 686.94 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 212.25 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 27.03 feet to a curve having a radius of 575.00 feet, the radius point of which bears North 00 degrees 00 minutes 00 seconds East; thence Easterly along the arc of said curve a distance of 7.86 feet to a point which bears South 00 degrees 47 minutes 00 seconds East from said radius point; thence North 00 degrees 47 minutes 00 seconds West a distance of 159.96 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 238.71 feet; thence North 24 degrees 10 minutes 12 seconds West a distance of 65.54 feet; thence North 42 degrees 51 minutes 03 seconds West a distance of 35.32 feet; thence North 34 degrees 08 minutes 25 seconds East a distance of 502.15 feet; thence North 42 degrees 32 minutes 52 seconds East a distance of 103.31 feet; thence North 40 degrees 22 minutes 27 seconds West a distance of 160.04 feet to a curve having a radius of 575.00 feet, the radius point of which bears South 40 degrees 22 minutes 27 seconds East; thence Southwesterly along the arc of said curve a distance of 65.43 feet to a point which bears North 46 degrees 53 minutes 37 seconds West from said radius point; thence North 46 degrees 53 minutes 37 seconds West a distance of 219.71 feet; thence South 34 degrees 08 minutes 25 seconds West a distance of 380.28 feet; thence North 08 degrees 13 minutes 43 seconds West a distance of 56.43 feet; thence North 17 degrees 01 minutes 04 seconds West a distance of 335.41 feet; thence North 46 degrees 27 minutes 14 seconds West a distance of 267.80 feet; thence North 43 degrees 32 minutes 46 seconds East a distance of 200.00 feet; thence North 46 degrees 27 minutes 14 seconds West a distance of 28.72 feet; thence North 43 degrees 32 minutes 46 seconds East a distance of 210.00 feet; thence South 67 degrees 37 minutes 35 seconds East a distance of 112.55 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 192.64 feet; thence North 37 degrees 36 minutes 23 seconds East a distance of 359.23 feet to the Beginning Point, containing 43.216 acres, more or less.

NO LIEN AGREEMENT

THIS AGREEMENT, entered into this 4th day of September, 1990, by and between BRENWICK DEVELOPMENT COMPANY, INC., a(n) Indiana corporation, having a mailing address at 9502 Angola Court, Indianapolis, Indiana 46268 ("Owner") and Valenti-Held Contractor Developer, Inc., having a mailing address at RR 1 Box 360 Whitestown, In 46075 ("Contractor"), WITNESSETH:

WHEREAS, Owner and Contractor have on this date entered into an agreement (the "Construction Contract") wherein Contractor agreed to construct on a no-lien basis certain improvements on Owner's land located at Claridge Farm-Section One in Carmel, Indiana; and

WHEREAS, this Agreement is executed pursuant to the terms and provisions of the Construction Contract for the purpose of implementing the provisions of Section 7.3 thereof and to comply with the requirements of Indiana Code § 32-8-3-1;

NOW, THEREFORE, in consideration of the execution of the Construction Contract, the mutual promises contained in the Construction Contract and in this Agreement, and the payment by Owner to Contractor of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. THE LAND DESCRIPTION. Owner is the owner in fee simple of the land described in Exhibit A attached hereto and incorporated herein (the "Land") located in Hamilton County, Indiana.

2. ACKNOWLEDGMENT. Owner and Contractor acknowledge the execution simultaneously herewith of the Construction Contract wherein Contractor has agreed to construct improvements on the Land, which work is to be performed pursuant to the Construction Contract and this No Lien Agreement.

3. NO-LIEN STIPULATION. Contractor for itself and all parties claiming by or through Contractor who would be entitled to liens as provided in Indiana Code § 32-8-3-1:

(a) agrees with Owner that NO LIENS shall attach to the Land or to any building or other improvements now existing or to be constructed thereon (collectively, the "Premises") in favor of any subcontractor, mechanic, journeyman, laborer, materialman, vendor, lessor of equipment, tools or machinery or any other party who may perform or furnish labor, work, ser-

VICES, material, equipment, tools or machinery for the Land and/or construction of a building or other improvements thereon (collectively, "Third Parties"), and

(b) hereby waives all right to or claim of a lien on the Premises or any part thereof for such labor, work, services, material, equipment, tools or machinery performed or furnished by Third Parties;

provided, however, that nothing herein shall be deemed to constitute a waiver by Contractor of its rights under the Construction Contract and Indiana Code § 32-8-3-1.

4. SUBORDINATION. Contractor agrees that the Contract and all rights of the Contractor under the Contract, including but not limited to its reserved lien rights, shall be junior and subordinate to the lien of any mortgage granted by Owner on the Premises to secure a loan obtained by Owner to finance the cost of the work to be performed pursuant to the Contract.

5. INTERPRETATION. This Agreement is executed and delivered pursuant to, and shall be construed as a part of, the Construction Contract, and to the extent that the provisions of Paragraph 3 hereof may be deemed to be more encompassing than the language in Section 7.3 of the Construction Contract, it is intended by Owner and Contractor that Paragraph 3 of this Agreement be controlling and supplementary to the provisions of Section 7.3.

6. SUCCESSORS AND ASSIGNS. This Agreement and the Construction Contract shall be binding on and inure to the benefit of Owner and Contractor and their respective successors and assigns.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed on the date first above written.

OWNER:

BRENNICK DEVELOPMENT COMPANY, INC.

By:


George P. Sweet
President

CONTRACTOR:

Valenti-Held Contractor
Developer, Inc.

By: Allen M. Valenti, President

ALLEN M. VALENTI
(printed)

9059z

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared George P. Sweet, the President of Brenwick Development Company, Inc., an Indiana corporation, the Owner, who, having been duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said corporation and stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 4th day of September 1990.

Marie M. Urick
Notary Public Residing in
Hendricks County

Marie M. Urick
(printed signature)

My Commission Expires:

May 24, 1991

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared Allen M. Valenti, the President of Valenti-Held C/D, Inc., an Indiana Corporation, the Contractor, who, having been duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of Contractor and stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 5th day of Sept, 1990.

Glenda C. Sims
Notary Public Residing in
MARION County

GLEND A C. SIMS
(printed signature)

My Commission Expires:

11-15-90

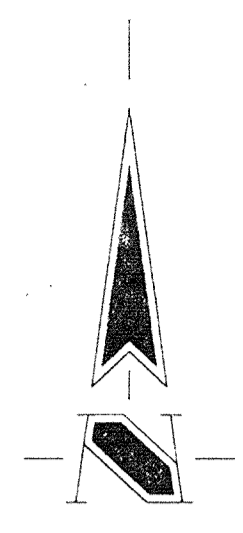
This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Bldg., 11 S. Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A

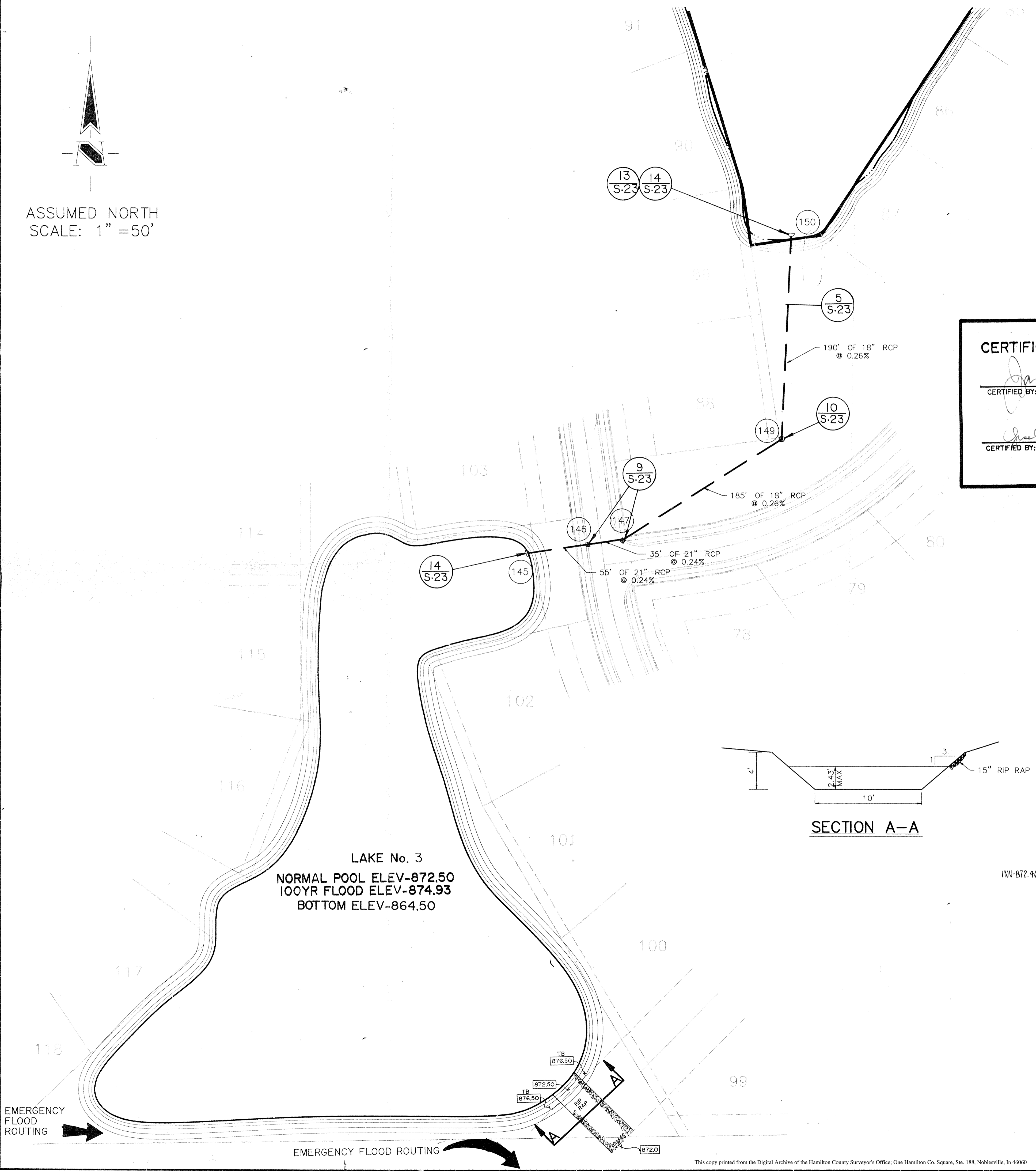
Claridge Farm - Section One

Part of the West Half of the Northwest Quarter of Section 34 and part of the East Half of the Northeast Quarter of Section 33, all in Township 18 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the Northwest corner of the West Half of the Northwest Quarter of said Section 34; thence on an Assumed Bearing of North 89 degrees 09 minutes 53 seconds East along the North line thereof a distance of 617.56 feet to the Beginning Point; thence continuing North 89 degrees 09 minutes 53 seconds East along said North line a distance of 706.68 feet to the Northeast corner of said half - quarter section; thence South 00 degrees 02 minutes 27 seconds East along the East line of said West Half-Quarter a distance of 1972.89 feet to a point distant 655.77 feet North of the Southeast corner of said West Half-Quarter; thence South 89 degrees 14 minutes 05 seconds West a distance of 686.94 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 212.25 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 27.03 feet to a curve having a radius of 575.00 feet, the radius point of which bears North 00 degrees 00 minutes 00 seconds East; thence Easterly along the arc of said curve a distance of 7.86 feet to a point which bears South 00 degrees 47 minutes 00 seconds East from said radius point; thence North 00 degrees 47 minutes 00 seconds West a distance of 159.96 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 238.71 feet; thence North 24 degrees 10 minutes 12 seconds West a distance of 65.54 feet; thence North 42 degrees 51 minutes 03 seconds West a distance of 35.32 feet; thence North 34 degrees 08 minutes 25 seconds East a distance of 502.15 feet; thence North 42 degrees 32 minutes 52 seconds East a distance of 103.31 feet; thence North 40 degrees 22 minutes 27 seconds West a distance of 160.04 feet to a curve having a radius of 575.00 feet, the radius point of which bears South 40 degrees 22 minutes 27 seconds East; thence Southwesterly along the arc of said curve a distance of 65.43 feet to a point which bears North 46 degrees 53 minutes 37 seconds West from said radius point; thence North 46 degrees 53 minutes 37 seconds West a distance of 219.71 feet; thence South 34 degrees 08 minutes 25 seconds West a distance of 380.28 feet; thence North 08 degrees 13 minutes 43 seconds West a distance of 56.43 feet; thence North 17 degrees 01 minutes 04 seconds West a distance of 335.41 feet; thence North 46 degrees 27 minutes 14 seconds West a distance of 267.80 feet; thence North 43 degrees 32 minutes 46 seconds East a distance of 200.00 feet; thence North 46 degrees 27 minutes 14 seconds West a distance of 28.72 feet; thence North 43 degrees 32 minutes 46 seconds East a distance of 210.00 feet; thence South 67 degrees 37 minutes 35 seconds East a distance of 112.55 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 192.64 feet; thence North 37 degrees 36 minutes 23 seconds East a distance of 359.23 feet to the Beginning Point, containing 43.216 acres, more or less.



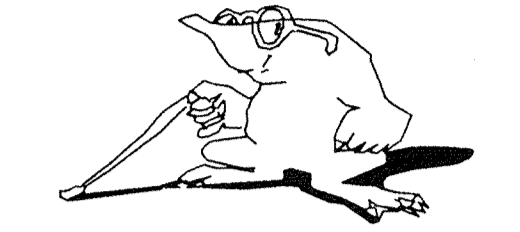
ASSUMED NORTH
SCALE: 1" = 50'



BENCH MARK

- BM GEO. SURVEY MARKER, 92RHP, LOCATED 6' NORTH OF THE NORTH EDGE OF 131ST STREET @ THE INTERSECTION OF 131ST STREET AND CLAY CENTER ROAD. (BRONZE DISK 880-1951) ELEV.-879.78
- BM RAILROAD SPIKE 1' UP NORTH SIDE 15" PINE 360" SOUTH OF NORTH PROPERTY LINE ON WEST SIDE OF CLAY CENTER ROAD. ELEV.-877.593
- BM RAILROAD SPIKE 1.5' UP WEST SIDE TELEPHONE POLE ON THE WEST SIDE OF CLAY CENTER ROAD 1185' NORTH OF THE SOUTH PROPERTY LINE ELEV.-873.219
- BM CUT " " ON NORTH SIDE OF A CONCRETE CORNER POST 2.3' ABOVE THE GROUND, ON THE WEST SIDE OF CLAY CENTER ROAD AT THE SOUTH PROPERTY LINE. ELEV.-875.818
- BM RAILROAD SPIKE 1.3' UP WEST SIDE TWIN 14" CHERRY 468' NORTH OF THE SOUTH PROPERTY LINE AND 882' WEST OF CLAY CENTER ROAD. ELEV.-877.513

HOLEY MOLEY SAYS,
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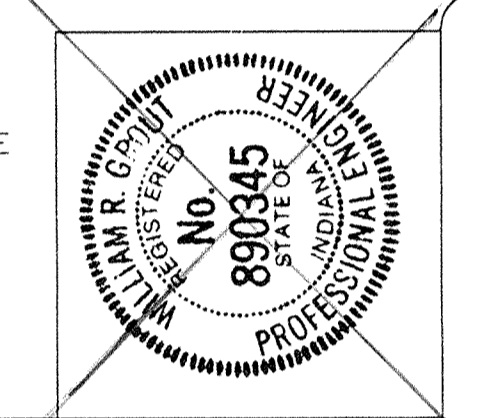
GENERAL NOTES:

1. ALL CUTS ARE TAKEN FROM THE EXISTING GRADE TO THE PIPE INVERT.
2. ALL STATIONING IS TAKEN FROM THE NEAREST DOWNSTREAM STRUCTURE.
3. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
4. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE LOCAL AND STATE STANDARDS.
5. ALL CONSTRUCTION ACTIVITY ON THIS SITE TO BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR WORKER SAFETY.
6. CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING TREES.

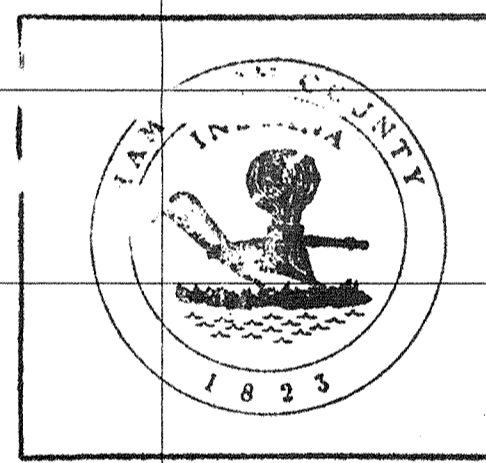
CERTIFICATION FOR "RECORD DRAWING".

CERTIFIED BY: *[Signature]*

CERTIFIED BY: *[Signature]* (DEVELOPER)



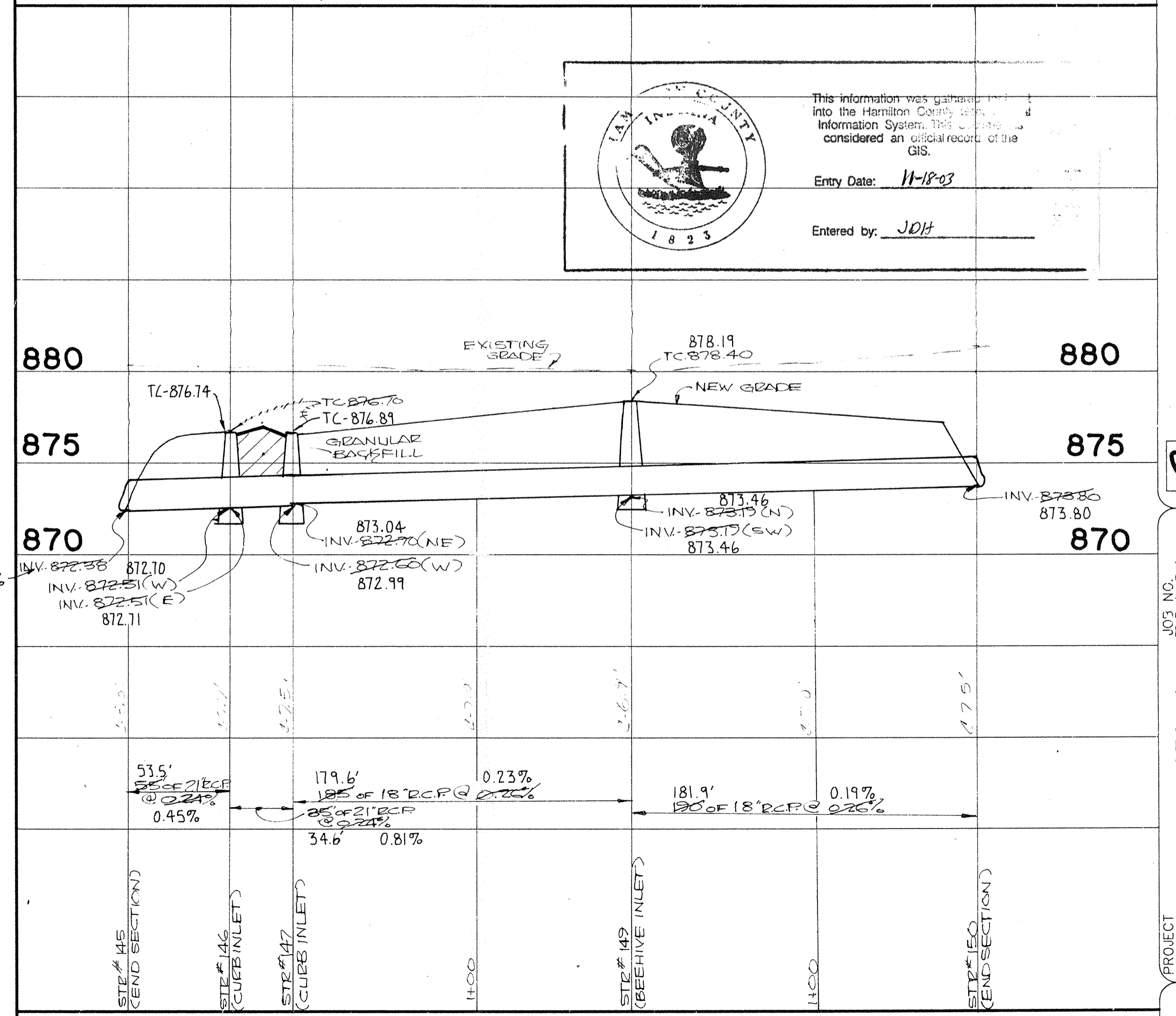
OFF-SITE STORM SEWER PLAN SCALE: 1" = 50'



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Entry Date: 11-18-03

Entered by: J04



OFF-SITE STORM SEWER PROFILE SCALE: HORIZ.: 1" = 50' VERT.: 1" = 5'

REVISIONS

NO.	DATE	CHECKED BY	DATE	CHECKED BY
1	11/18/03	J04		

PROJECT: CLARIDGE FARM SEC. 1 784.01

PREPARED FOR: SWEET AND COMPANY

TITLE: OFF-SITE STORM SEWER PLAN

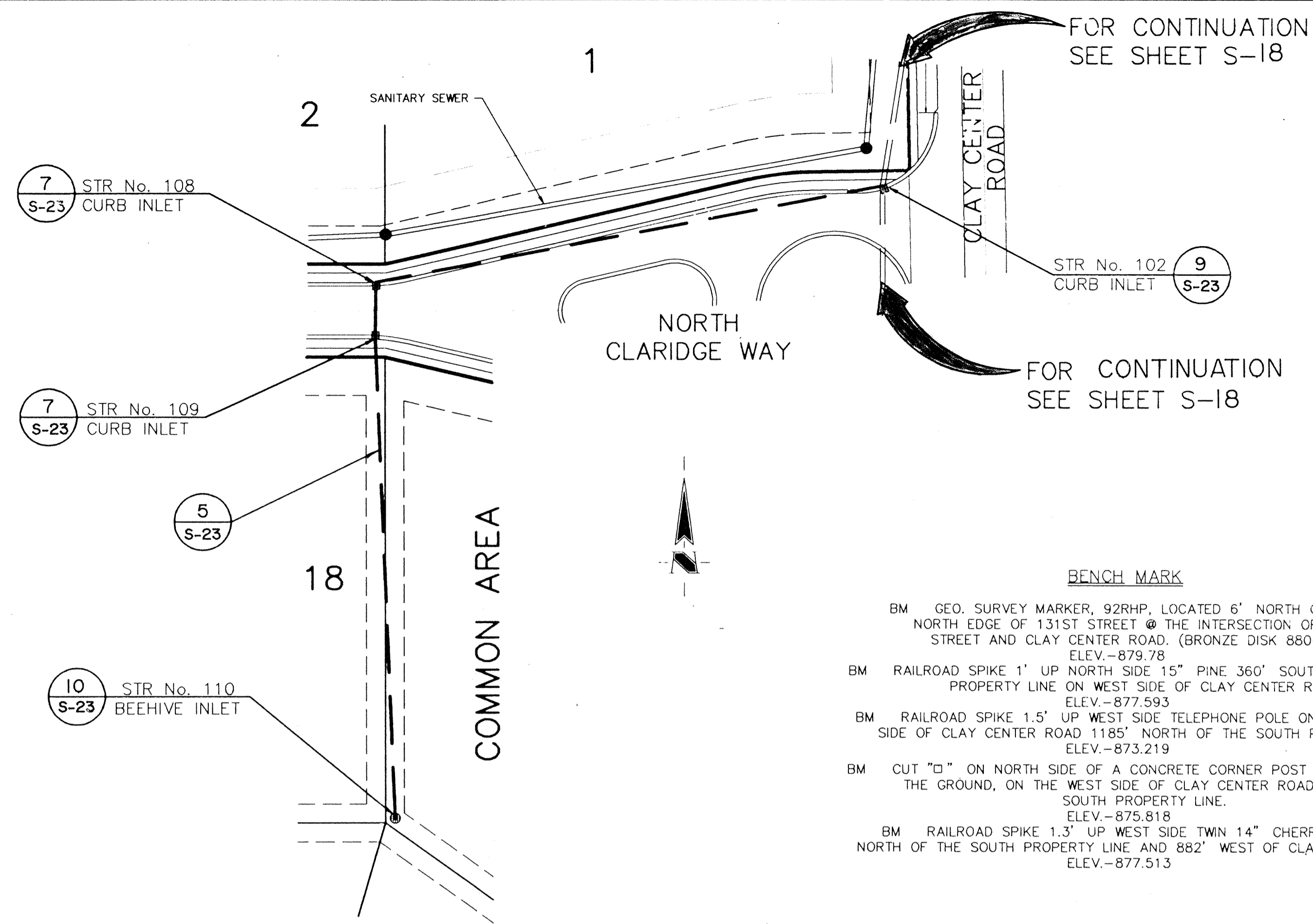
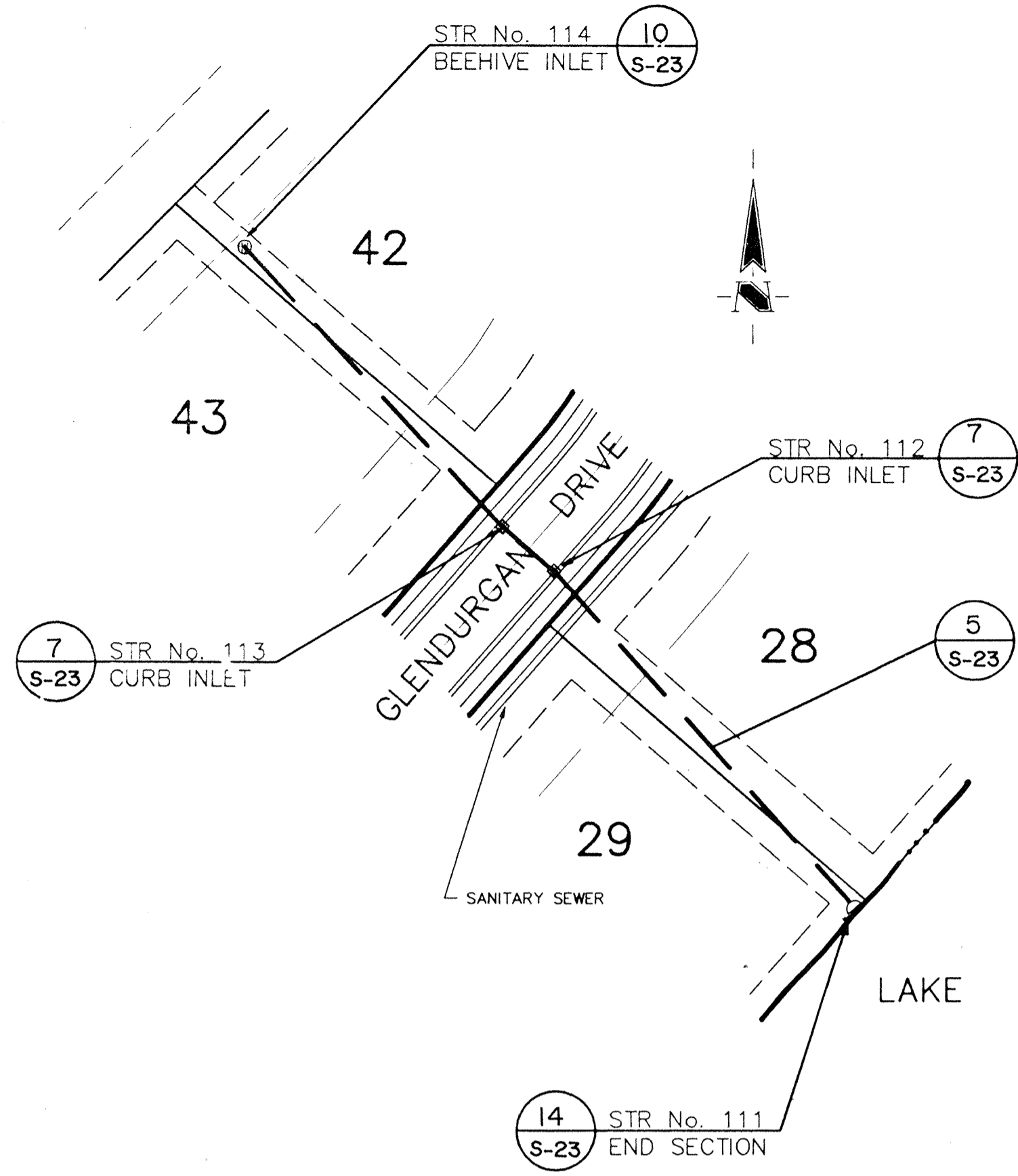
SHEET 9-17 OF 26

SCALE: AS NOTED

SCHEIDER ENGINEERING CORPORATION
3020 NORTH POST ROAD
INDIANAPOLIS, INDIANA 46228-6518
(317) 898-8282
P.O. BOX 26068

certified engineers
land surveyors

[Signature]
WILLIAM F. GRAND
5/22/10



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BENCH MARK

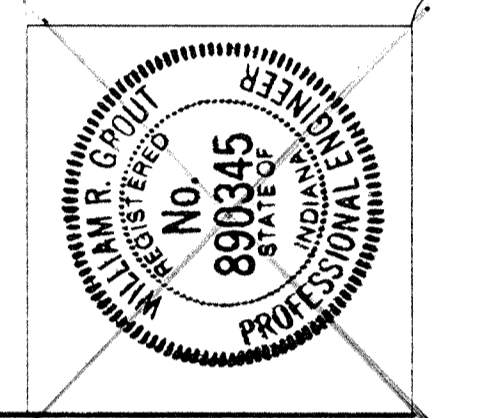
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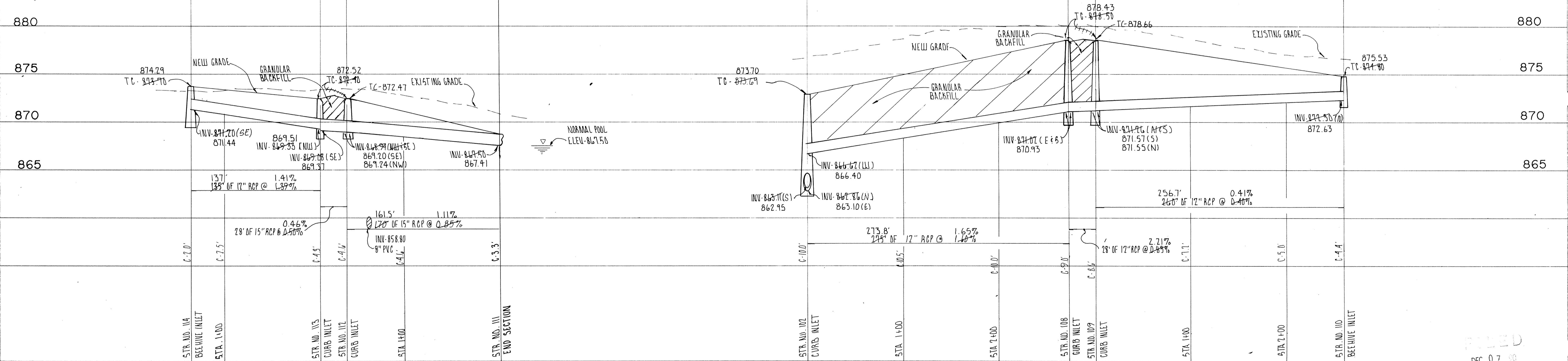
STORM SEWER PLAN

SCALE: 1" = 50'

CERTIFICATION FOR "RECORD DRAWING".

CERTIFIED BY: *James M. Mullen*
 REGISTERED PROFESSIONAL ENGINEER
 NO. 890345
 STATE OF INDIANA

CERTIFIED BY: *William F. Bond*
 (DEVELOPER)



STORM SEWER PROFILE

SCALE: HORIZ.: 1" = 50'
 VERT.: 1" = 5'

REVISIONS

NO.	DATE	BY	CHKD	DESCRIPTION
1	11/8/03	JOH		ISSUED FOR PERMITS

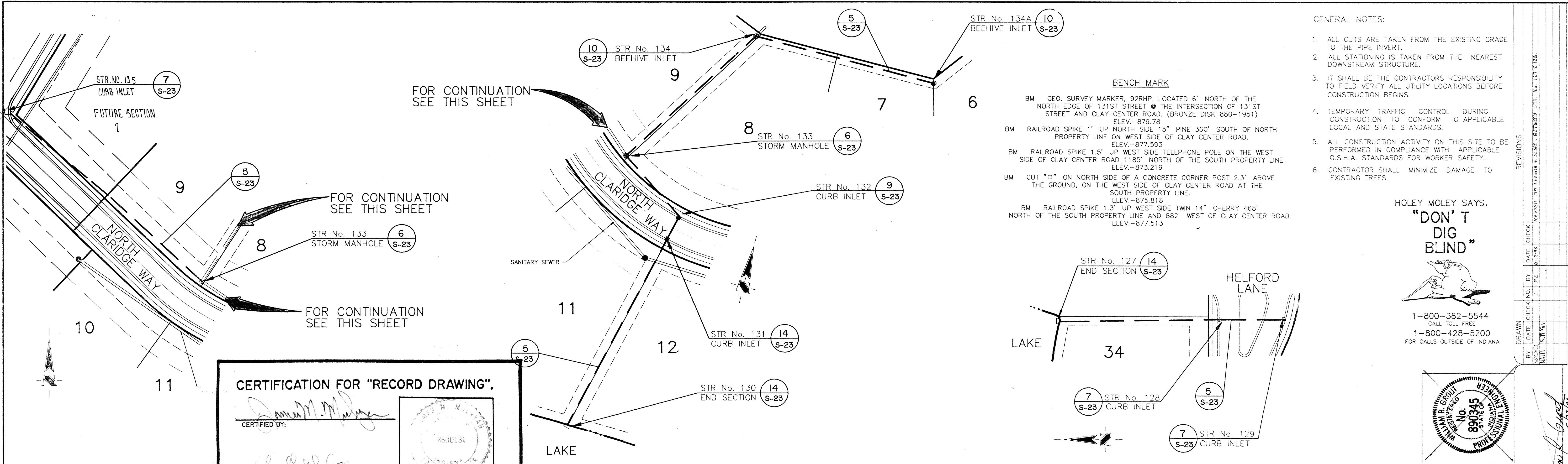
PROJECT: CLARIDGE FARM SEC. 1 PREPARED FOR SWEET AND COMPANY TITLE: STORM SEWER PLAN

JOB NO. 784

SCALE: AS NOTED

SHEET 6-19 OF 26

William F. Bond, P.E. 5/15/10



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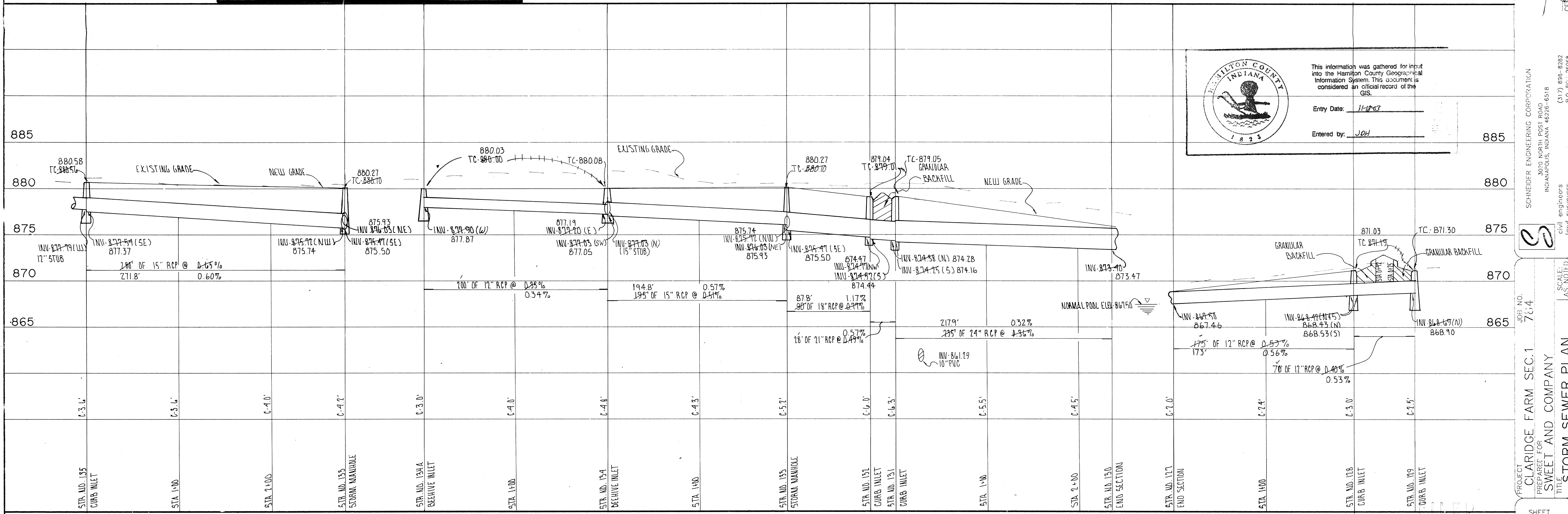
CERTIFICATION FOR "RECORD DRAWING".

CERTIFIED BY: *[Signature]*

CERTIFIED BY: *[Signature]* (DEVELOPER)

STORM SEWER PLAN

SCALE: 1" = 50'



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Entry Date: 11-18-03

Entered by: JDH

STORM SEWER PROFILE

SCALE: HORIZ.: 1" = 50'
 VERT.: 1" = 5'

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	6-12-06	J.P.L.	REVISED PIPE LENGTH & SLOPE - BETWEEN STR. NO. 127 & 128

PROJECT: CLARIDGE FARM SEC. 1
 PREPARED FOR: SWEET AND COMPANY
 TITLE: STORM SEWER PLAN

JOB NO. 704

SCALE: AS NOTED

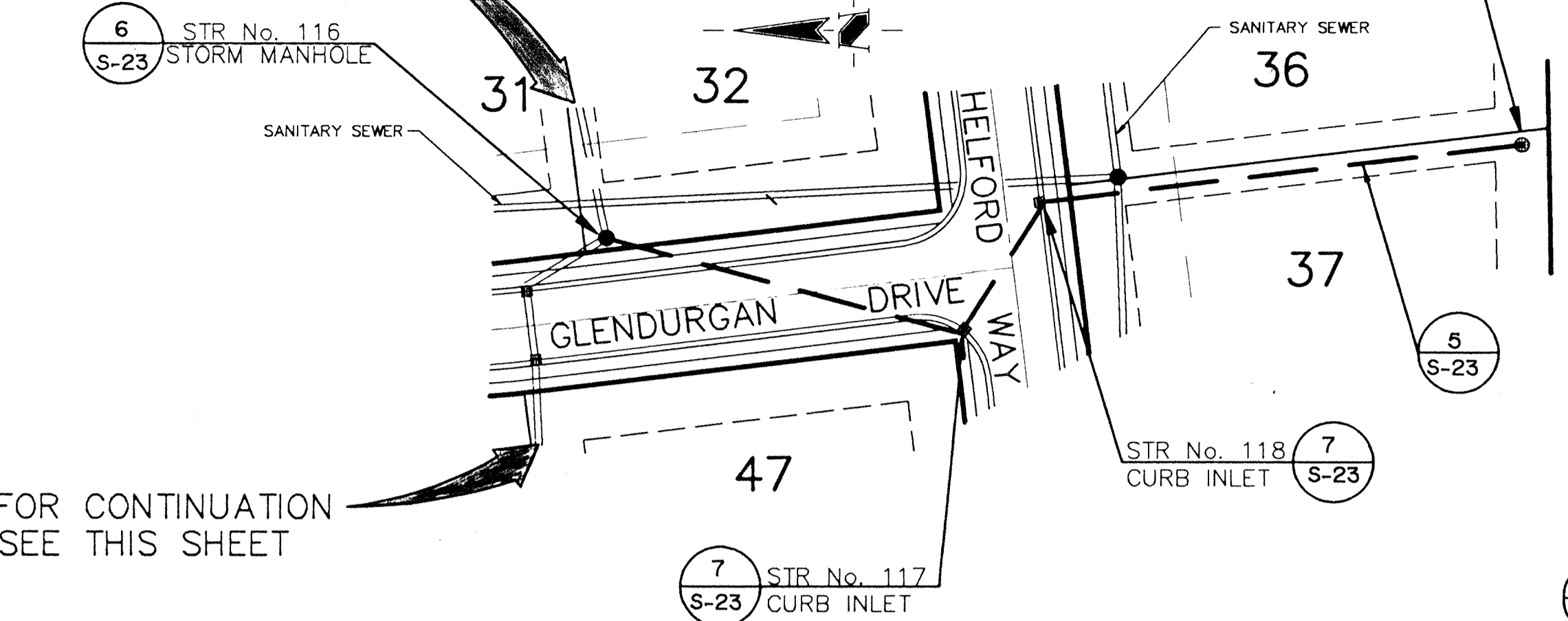
SH. 26

DEC 07

William K. Sweet
 CERTIFIED

SCHNEIDER ENGINEERING CORPORATION
 3010 NORTH POST ROAD
 INDIANAPOLIS, INDIANA 46225-6518
 (317) 899-8822
 P.O. BOX 26068

FOR CONTINUATION SEE THIS SHEET



FOR CONTINUATION SEE THIS SHEET

- BENCH MARK**
- BM GEO. SURVEY MARKER, 92RHP, LOCATED 6' NORTH OF THE NORTH EDGE OF 131ST STREET @ THE INTERSECTION OF 131ST STREET AND CLAY CENTER ROAD. (BRONZE DISK 880-1951) ELEV.-879.78
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FOR CONTINUATION SEE THIS SHEET

STORM SEWER PLAN

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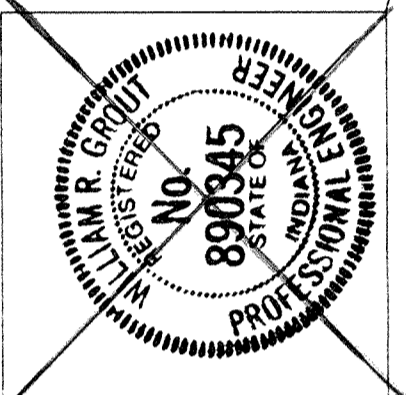
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CERTIFICATION FOR "RECORD DRAWING".

CERTIFIED BY: *James M. Mulvan*
 (REGISTERED PROFESSIONAL LAND SURVEYOR)
 No. 890945
 State of Indiana

CERTIFIED BY: (DEVELOPER)
Shelley Lee Cox

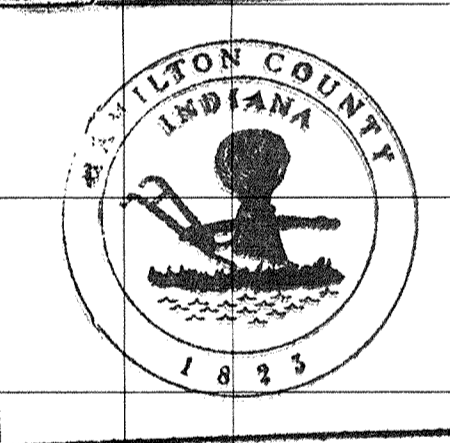
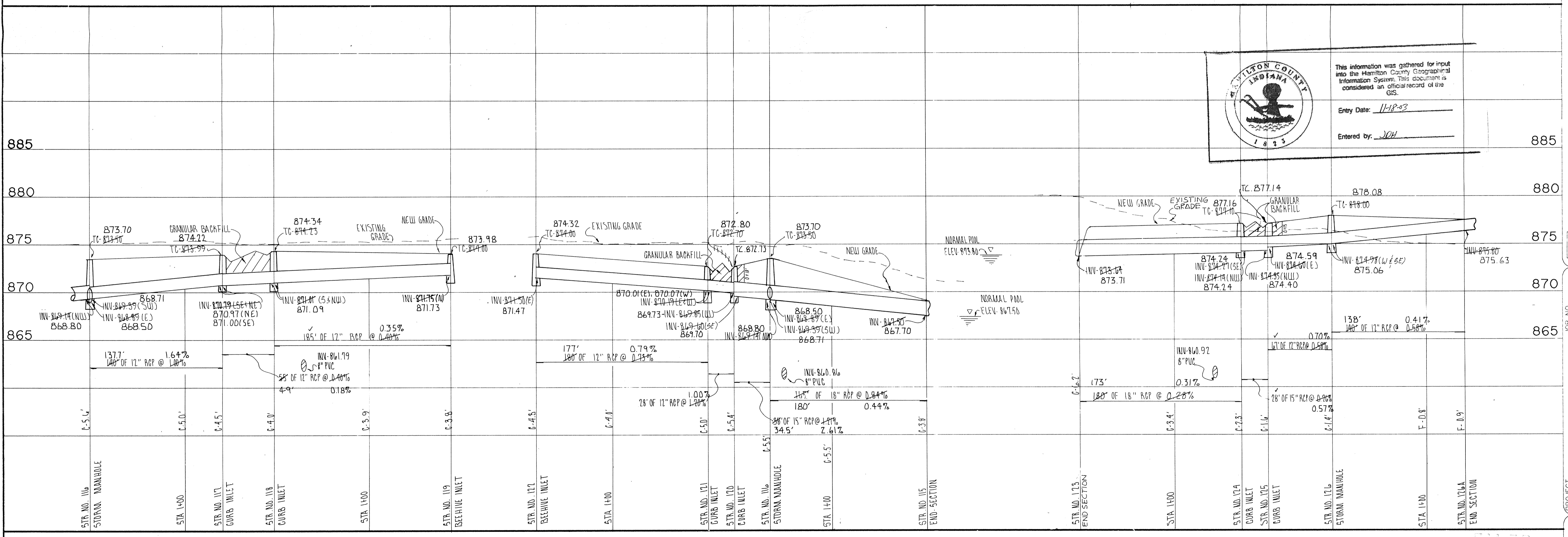
SCALE: 1" = 50'



REVISIONS

NO.	DATE	BY	CHECK
1	11/18/03	JOH	

PROJECT: CLARIDGE FARM SEC. 1
 PREPARED FOR: SWEET AND COMPANY
 TITLE: STORM SEWER PLAN



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Entry Date: 11-18-03

Entered by: JOH

STORM SEWER PROFILE

SCALE: HORIZ.: 1" = 50'
 VERT.: 1" = 5'

FILED
 DEC 07 2003

PROJECT: CLARIDGE FARM SEC. 1
 PREPARED FOR: SWEET AND COMPANY
 TITLE: STORM SEWER PLAN

JOB NO. 784

SCALE: AS NOTED

REGISTERED PROFESSIONAL ENGINEER
 No. 890945
 State of Indiana

SCHEIDT ENGINEERING CORPORATION
 3010 NORTH POST ROAD
 INDIANAPOLIS, INDIANA 46226-6518
 (317) 886-8882
 P.O. BOX 26868

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