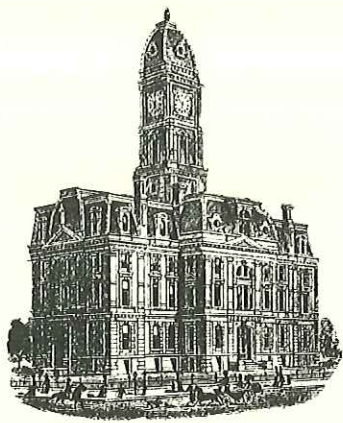


KCW



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, CFM
Surveyor of Hamilton County
Phone (317) 776-8495
Fax (317) 776-9628

Suite 188
One Hamilton County Square
Noblesville, Indiana 46060-2230

September 30, 2014

To: Hamilton County Drainage Board

Re: Cool Creek Drain, Grand Park Village Lake Reconstruction

Attached is a petition and plans for the proposed relocation of the Cool Creek Drain, John Wheeler Arm. The relocation is being proposed by Kevin Day of D & W Farms, Inc. The proposal is to reconstruct a portion of the tile and install a large detention pond inline for a commercial development.

The reconstructed drain shall consist of those lengths of pipes between the following structures as shown on sheets C200 of the plans by American Structurepoint, Inc., dated July 24, 2013, and having job number 2012.00617:

The new drain shall begin at the existing Structure at Sta. 31+06, then run south to Str. #2, then continue southwest to Str. #1, which is the outlet of the Grand Park Lake. The drain then continues as an open ditch through the lake to the point where the original tile empties into the lake at Sta. 17+86.

The new drain will consist of the following lengths:

- 42" RCP 524 ft.
- Open Ditch 1,000 ft.

The total length of new drain shall be 1,524 feet. The 1,320 feet of the original drain between Sta. 17+86 and Sta. 31+06 shall be vacated. This proposal will add an additional 204 feet to the drains total length.

The detention pond, Grand Park Village Lake on parcel 08-05-36-00-00-004.000, owned by D & W Farms, Inc., is not to be considered part of the regulated drain. Only the inlet and outlet will be maintained as part of the regulated drain. The maintenance of the pond (lake), such as mowing, aquatic vegetation control and sediment removal will be the responsibility of the Property Owner. The Board will also retain jurisdiction for

ensuring the storage volume for which the pond was designed will be retained. Thereby, allowing no fill or easement encroachments.

The cost of the reconstruction is to be paid by D & W Farms, Inc. Because the project is to be paid by the petitioner and is within the boundaries of the petitioner's property, the project falls under the requirements as set out in IC 36-9-27-52.5. Therefore, a noticed hearing is not required for the petition.

The petitioner/petitioner's contractor has provided a Performance Bond as follows:

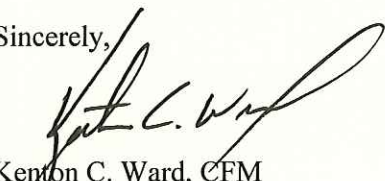
Bonding Company: Travelers Casualty and Surety Company of America
Bond Number: 106137098
Bond Date: August 13, 2014
Bond Amount: \$221,160.00

I believe this proposed drain meets the requirements for Urban Drain Classification as set out in IC 36-9-27-67 to 69. Therefore, this drain shall be designated as an Urban Drain.

The easements for this drain shall remain at the statutory 75' easement from the center line of the drain and request for reduction will be submitted in the future, as platting takes place around the lake.

I recommend approval by the Board at this time.

Sincerely,



Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA

FILED

FEB 06 2013

OFFICE OF HAMILTON COUNTY SURVEYOR

IN RE: Cool Creek Drain - Wheeler & Beals Arm)
Hamilton County, Indiana)

PETITION FOR RELOCATION AND RECONSTRUCTION

D & W Farms, Inc. (hereinafter "Petitioner"),

hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a section of the Wheeler & Beals Arm of Cool Creek Drain, and in support of said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the Wheeler & Beals Arm of Cool Creek Drain runs.
2. Petitioner plans to develop its real estate with roads, buildings, utilities, storm drains, sanitary sewers and other structures.
3. Petitioner's proposed development of its real estate will require relocation and reconstruction of a portion of the Wheeler & Beals Arm of Cool Creek Drain, as specifically shown on engineering plans and specifications filed with the Hamilton County Surveyor.
4. The work necessary for the proposed relocation and reconstruction will be undertaken at the sole expense of the Petitioner and such work will result in substantial improvement to the Wheeler & Beals Arm of Cool Creek Drain, without cost to other property owners on the watershed of the Cool Creek Drain.
5. Proposed relocation and reconstruction will not adversely affect other land owners within the drainage shed.
6. Petitioner requests approval of the proposed relocation and reconstruction under IC 36-9-27-52.5.

WHEREFORE, Petitioner requests that an Order issued from the Hamilton County Drainage Board authorizing relocation and reconstruction of the Wheeler & Beals Arm of Cool Creek Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.

Kevin A. Day Vice President
Signed
KEVIN A. DAY
Printed



AMERICAN
STRUCTUREPOINT
INC.

QUANTITY COST ESTIMATE
GRAND PARK VILLAGE- COOL CREEK
DRAIN RELOCATION

ASI Project No.: 2012.00617
Des. No.: N/A

ESTIMATED PROJECT COST

Total: \$184,300.00
120% BOND COST \$221,160.00

Description	Quantity	Unit	Unit Price	Item Total
42" RCP	440.00	LFT	\$90.00	\$39,600
OUTLET CONTROL STRUCTURE	1.00	EACH	\$5,000.00	\$5,000
12" CMP	20.00	LFT	\$35.00	\$700
12" END SECTION	1.00	EACH	\$300.00	\$300
CORE DRILLING EXISTING STRUCTURE FOR 42" RCP	1.00	EACH	\$2,000.00	\$2,000
EXCAVATION TO MAINTAIN LEGAL DRAIN PATH	45,567	CYD	\$3.00	\$136,700

*Estimate does not include design/permitting, survey, or construction inspection.

*Estimate does not include any utility relocations.



AIA Document A312™ – 2010

Payment Bond

Bond No. 106137098

HCB-2014-00038
CONTRACTOR:

(Name, legal status and address)
RIETH-RILEY CONSTRUCTION CO., INC.
PO Box 477

Goshen, IN 46527-0477

OWNER:

(Name, legal status and address)

HAMILTON COUNTY BOARD OF TRUSTEES
1 North 8th Street
Noblesville, IN 46060

CONSTRUCTION CONTRACT

Date: 8/13/14

Amount: Two Hundred Twenty One Thousand One Hundred Sixty and 00/100 Dollars
(\$ 221,160.00)

Description:

(Name and location)

Storm Sewer for Cool Creek Drain Reconstruction-Grand Park Village Lake, Hamilton County, IN

SURETY:

(Name, legal status and principal place of business)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 8/13/14

(Not earlier than Construction Contract Date)

Amount: Two Hundred Twenty One Thousand One Hundred Sixty and 00/100 Dollars
(\$ 221,160.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
RIETH-RILEY CONSTRUCTION CO., INC.

Signature: Scott Stine
Name: Scott Stine
and Title: Operations Manager

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Signature: Susan A. Welsh
Name: Susan A. Welsh, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Aon Risk Services Central, Inc.
200 E. Randolph, 12th Floor
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: ,

Name and Title: , Attorney-in-Fact

Address:

Address:

,

,



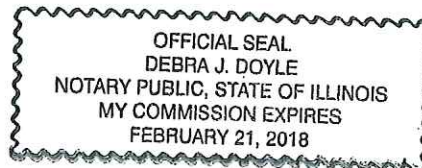
NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On this 13th day of August, 2014, before me Debra J. Doyle a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came Susan A. Welsh, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact of The Travelers Casualty and Surety Company of America, the corporation described in and which executed the foregoing instrument: that she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:
02/21/18







POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227503

Certificate No. 005749390

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, Geoffrey E. Heekin, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Richard A. Moore Jr., Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Melissa L. Fortier, and Derek Elston

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of January, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of January, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

FILE COPY

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August, 20 14.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



RIDER

HCD3-2014-0038
To be attached to and form part of:

Bond Number 106137098
dated 8/13/2014

issued by the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of \$ 221,160.00

on behalf of RIETH-RILEY CONSTRUCTION CO., INC.
(Principal)

and in favor of HAMILTON COUNTY BOARD OF TRUSTEES
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Obligee shall be amended:

FROM: HAMILTON COUNTY BOARD OF TRUSTEES

TO: HAMILTON COUNTY BOARD OF COMMISSIONERS

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 13th day of August, 2014.

Signed, Sealed & Dated this 10th day of September, 2014.

FILED


SEP 15 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

RIETH-RILEY CONSTRUCTION CO., INC.

By: 
(Principal) Paul J. Tate, Regional VP Central Indiana

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety)

By: 
Sandra M. Nowak, Attorney-in-Fact



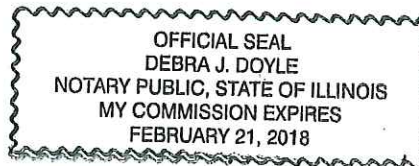
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 10th of September, 2014, before me, Debra J. Doyle, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227874

Certificate No. 006012121

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, and Melissa L. Fortier

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of August, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of August, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



Document A312™ – 2010



Bond No. 106137098

Performance Bond

HCDB-2014-00038

CONTRACTOR:

(Name, legal status and address)
RIETH-RILEY CONSTRUCTION CO., INC.
PO Box 477

Goshen, IN 46527-0477

SURETY:

(Name, legal status and principal place of business)

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)
HAMILTON COUNTY BOARD OF
TRUSTEES
1 North 8th Street
Noblesville, IN 46060

CONSTRUCTION CONTRACT

Date: 8/13/14

Amount: Two Hundred Twenty One Thousand One Hundred Sixty and 00/100 Dollars
(\$ 221,160.00)

Description:

(Name and location)

Storm Sewer for Cool Creek Drain Reconstruction-Grand Park Village Lake, Hamilton County, IN

BOND

Date: 8/13/14

(Not earlier than Construction Contract Date)

Amount: Two Hundred Twenty One Thousand One Hundred Sixty and 00/100 Dollars (\$ 221,160.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
RIETH-RILEY CONSTRUCTION CO., INC.

Signature: Scott Stine
Name: Scott Stine

and Title: Operations Manager

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Signature: Susan A. Welsh
Name: Susan A. Welsh, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Aon Risk Services Central, Inc.
200 E. Randolph, 12th Floor
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

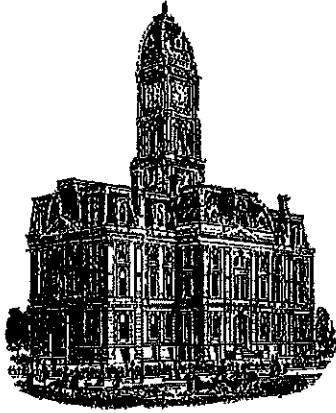
Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____, Attorney-in-Fact
Address: _____

KLW



Kenton C. Ward, CFM
Surveyor of Hamilton County
Phone (317) 776-8495
Fax (317) 776-9628

Suite 188
One Hamilton County Square
Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

May 29, 2018

Re: Cool Creek: Grand Park Village Lake Reconstruction

Attached are as-builts and other information for Grand Park Village Lake Reconstruction. 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 September 30, 2014. The report was approved by the Board at the hearing held October 13, 2014. (See Drainage Board Minutes Book 15, Pages 555-556) The changes are as follows: the 42" RCP was shortened from 524 feet to 520 feet. The open ditch was lengthened from 1,000 feet to 1,028 feet. The length of the drain due to the changes described above is now **1,548 feet**.

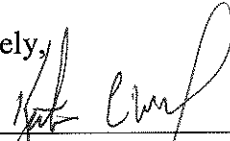
The non-enforcements were approved by the Board at its meeting on December 14, 2015 and July 11, 2016. They are recorded under instrument #2015064279 and #2016032997.

The following sureties were guaranteed by Travelers Casualty and Surety Company of America and released by the Board on its May 29, 2018 meeting.

Bond-LC No: 106137098
Amount: \$221,160.00
For: Storm Sewers
Issue Date: August 13, 2014

I recommend the Board approve the drain's construction as complete and acceptable.

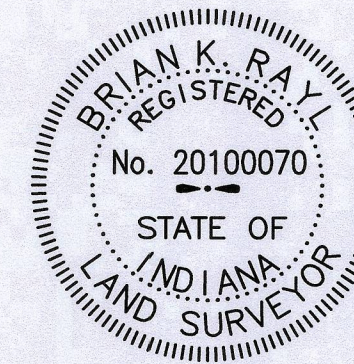
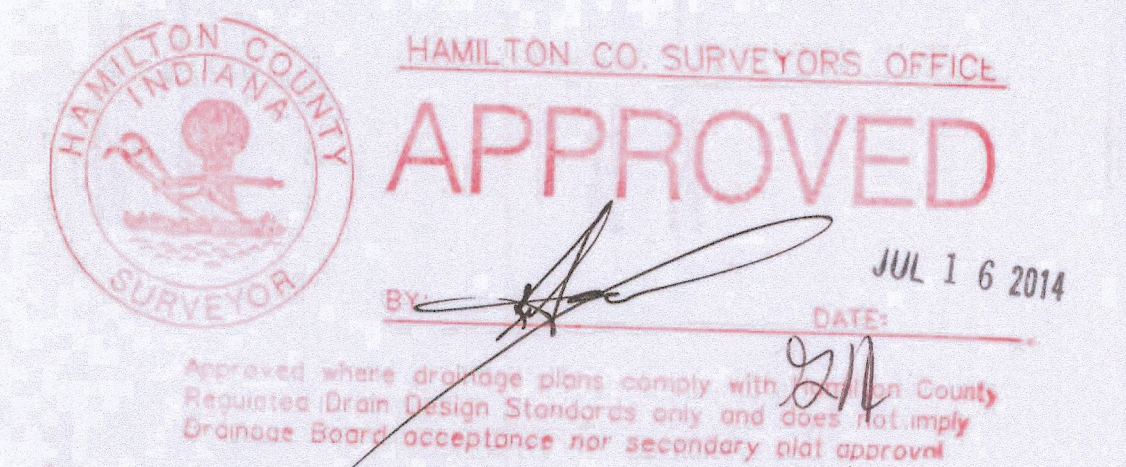
Sincerely,



Kenton C. Ward, CFM
Hamilton County Surveyor

Record Drawings ~~CONSTRUCTION PLANS~~

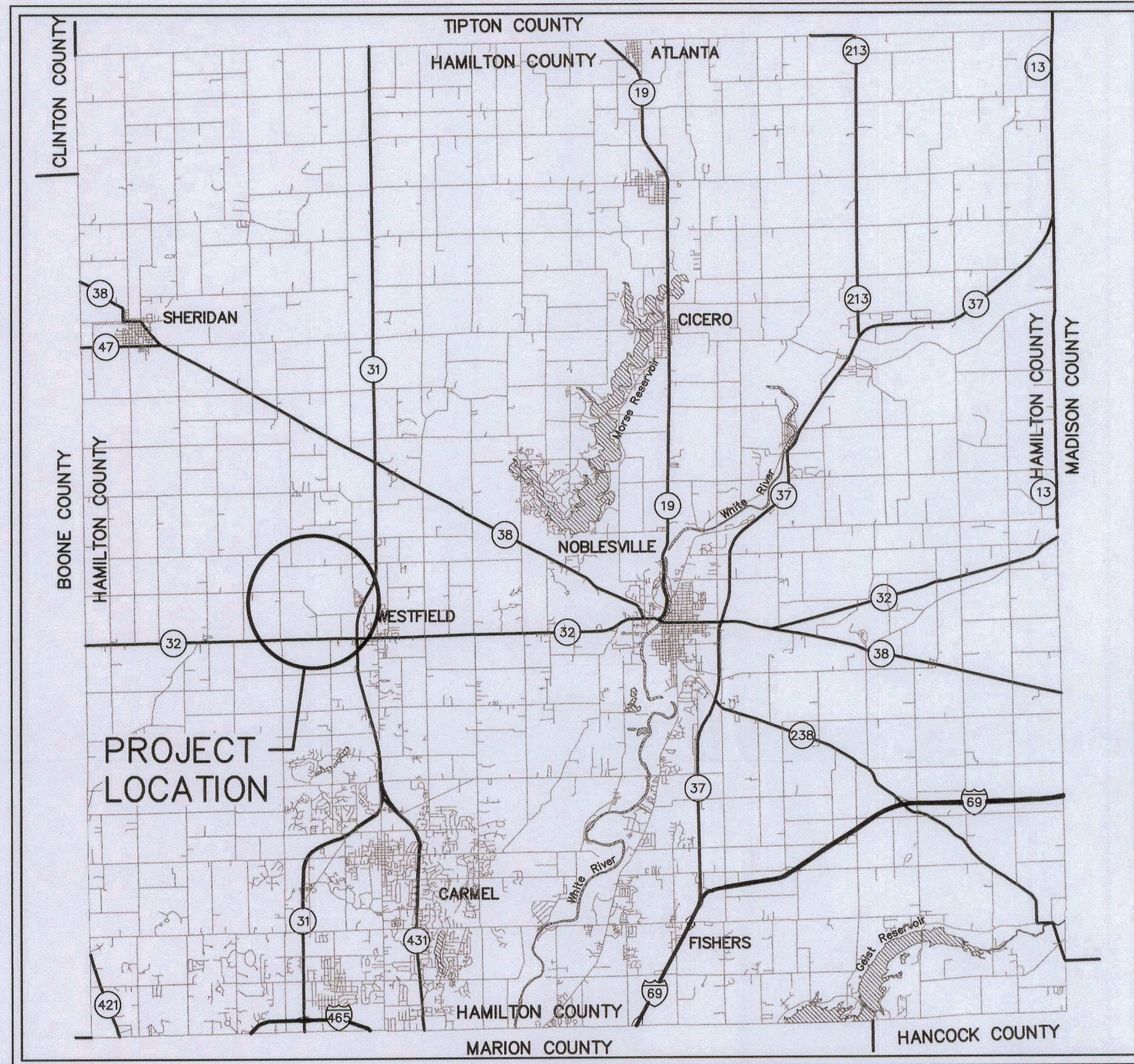
FOR GRAND PARK VILLAGE LAKE EAST 186th STREET WESTFIELD, INDIANA 46074



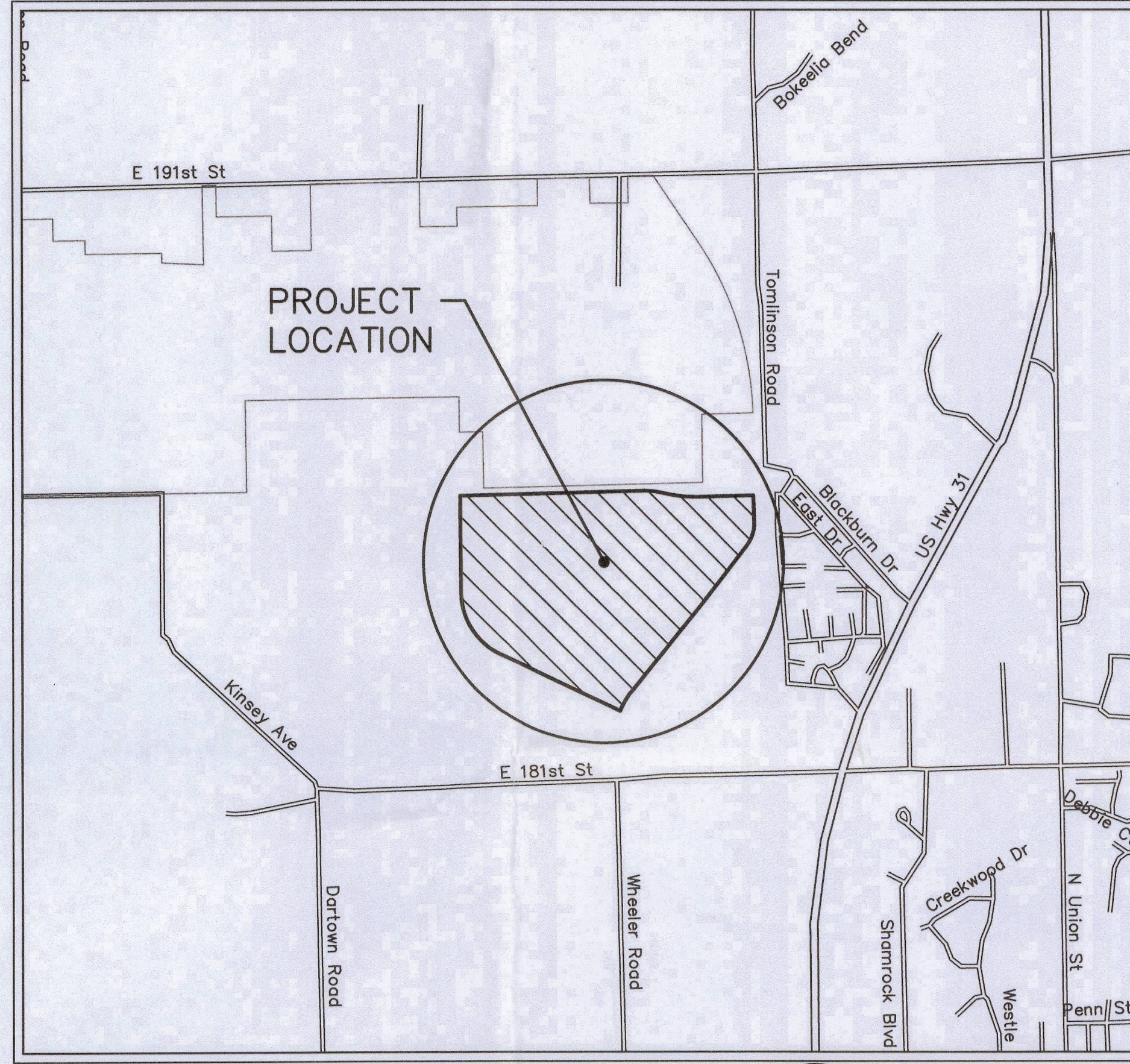
By: *B.K. Rayl*
 BRIAN K. RAYL
 PROFESSIONAL SURVEYOR
 INDIANA LICENSE NO. LS 20100070
 DATE: APRIL 14, 2018

Certified As-Built Information Only
 Information collected by Hamilton County Surveyor's Office and marked up on design plans by Civil Engineer.

S.W. 1/4 SECTION 25 AND S.W. AND S.E. 1/4 SECTION 26, T19N, R3E, WASHINGTON TOWNSHIP, HAMILTON COUNTY



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

INDEX	
DESCRIPTION	SHEET No.
TITLE SHEET	C001
EXISTING TOPOGRAPHY / DEMOLITION PLAN	C100
GRADING PLAN	C200
STORM SEWER PLAN & PROFILE	C201
EROSION CONTROL PLAN	C300
EROSION CONTROL DETAILS	C301
STORM WATER POLLUTION PREVENTION PLAN	C302
SITE DETAILS	C400

PLAN DATE: 07/24/2013

UTILITY CONTACTS

CITY OF WESTFIELD - PUBLIC WORKS
 KURT WANNINGER
 2706 EAST 171st STREET
 WESTFIELD, INDIANA 46074
 (317) 804-3100

CITY OF WESTFIELD - ENGINEERING
 NEIL VANTREES
 2706 EAST 171st STREET
 WESTFIELD, INDIANA 46074
 (317) 804-3136

CITY OF WESTFIELD - FIRE DEPARTMENT
 GARRY HARLING
 17535 DARTOWN ROAD
 WESTFIELD, INDIANA 46074
 (317) 804-3307

CITY OF WESTFIELD - PARKS DEPARTMENT
 MELODY JONES
 2728 EAST 171st STREET
 WESTFIELD, INDIANA 46074
 (317) 804-3184

GAS PIPELINES:
 INDIANA GAS / VECTREN
 DON PERDUE
 P.O. BOX 1700
 NOBLESVILLE, INDIANA 46061
 (317) 776-5550

BUCKEYE PARTNERS, L.P.
 MARTY WHITE
 940 BUCKEYE ROAD
 LIMA, OHIO 45804
 (419) 993-8008

HAMILTON COUNTY SURVEYOR'S OFFICE
 GREG HOYES
 ONE HAMILTON COUNTY SQUARE, SUITE 188
 NOBLESVILLE, INDIANA 46060
 (317) 776-8495

HAMILTON COUNTY HIGHWAY DEPARTMENT
 DAVE LUCAS
 1700 S. 10th STREET
 NOBLESVILLE, INDIANA 46060
 (317) 773-7770

ELECTRIC:
 DUKE ENERGY - NOBLESVILLE OFFICE
 JASON KEENAN
 100 SOUTH MILL CREEK ROAD
 NOBLESVILLE, INDIANA 46060
 (317) 776-5335

COMMUNICATIONS:
 COMCAST CABLE
 MATT STRINGER
 9750 EAST 150th STREET, SUITE 1600
 NOBLESVILLE, INDIANA 46060
 (317) 774-3384

AT&T
 STEVE ROBINSON
 5858 N. COLLEGE
 INDIANAPOLIS, INDIANA 46220
 (317) 265-6801

GAS:
 INDIANA GAS / VECTREN
 RESA GLOVER & CHARLOTTE MAY
 P.O. BOX 1700
 NOBLESVILLE, INDIANA 46061
 (317) 776-5550

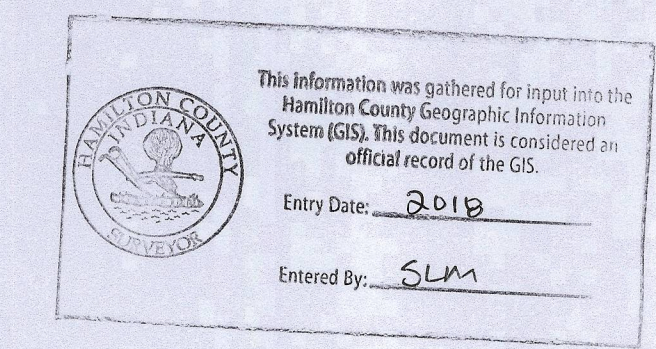
CITIZENS GAS OF WESTFIELD
 RICHARD MILLER, JR.
 2150 DR. MARTIN LUTHER KING DRIVE
 INDIANAPOLIS, INDIANA 46202
 (317) 927-4684

CAUTION !!
 THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.
 811 OR 1-800-382-5544
 CALL TOLL FREE
 - INDIANA UNDERGROUND -

PLANS PREPARED FOR:



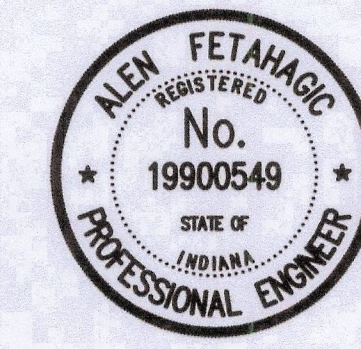
PLANS PREPARED BY:



REV	DATE	DESCRIPTION
1	08/23/2013	COMMENTS
2	08/29/2013	COMMENTS
3	05/08/2014	OWNER
4	07/07/2014	OWNER

DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH THE HAMILTON COUNTY SURVEYOR'S OFFICE AND THE CITY OF WESTFIELD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS.

CONTRACTOR SHALL SCHEDULE A STORMWATER INFRASTRUCTURE PRE-CONSTRUCTION MEETING WITH THE HAMILTON COUNTY SURVEYOR'S OFFICE AND THE CITY OF WESTFIELD AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ON THE SITE.



Alen Fetahagic
 ALEN FETAHAGIC, P.E.

C001
 JOB # 201200617

PRINT DATE: 7/10/14
 PLOT SCALE: 1:1
 EDITED BY: ATAYLOR
 DRAWING FILE: P:\2012\00617\01.DRAWINGS\CIVIL\PLAN SET\WPD PLAN SET\WPD PLAN SET\001.TSD.WGS

186th STREET (UNDER CONSTRUCTION)

City of Westfield Aerial Photo Control

Aerial Photo Panel Number	BSE Number	Northing	Easting	Elevation	Description
1	10006	1748553.988	184438.365	928.00	Control Point Mag Nail
2	10007	1748286.428	184432.233	928.53	Control Point Mag Nail
3	10008	1750705.026	184438.944	930.86	Control Point Mag Nail
4	10004	1752853.560	184449.075	928.50	Control Point Mag Nail
5	10005	1755057.004	184455.192	920.10	Control Point Mag Nail
6	10033	1757429.973	184421.091	917.84	Control Point Rebar
7	10012	1746574.953	190348.155	916.53	Control Point Mag Nail
8	10034	1746648.246	190343.267	920.59	Control Point Rebar
9	10033	1751914.045	190449.515	925.90	Control Point Rebar
10	10009	1754496.803	190336.240	929.96	Control Point Mag Nail
11	10032	1757827.195	190408.488	920.85	Control Point Rebar
12	10013	1746584.467	192229.994	905.42	Control Point Mag Nail
13	10002	1749407.028	192212.113	914.37	Control Point Mag Nail
14	10023	1751789.399	192316.325	919.54	Control Point Rebar
15	10010	1754489.116	192254.597	917.82	Control Point Mag Nail
16	10031	1757051.882	192267.839	918.24	Control Point Rebar
17	10014	1748615.146	194107.971	897.65	Control Point Mag Nail
18	10000	1749227.471	194177.934	904.16	Control Point Mag Nail
19	10024	1751829.503	194187.023	908.38	Control Point Rebar
20	10018	1754511.281	194073.362	916.95	Control Point Mag Nail
21	10030	1757080.393	194180.144	818.89	Control Point Rebar
22	10015	1748593.876	196025.542	902.66	Control Point Mag Nail
23	10001	1749245.671	196062.279	908.50	Control Point Mag Nail
24	10025	1751839.574	196030.345	911.56	Control Point Rebar
25	10019	1754551.353	196060.827	894.73	Control Point Mag Nail
26	10029	1757177.235	195955.953	916.07	Control Point Rebar
27	10016	1748638.557	197891.993	891.72	Control Point Mag Nail
28	10017	1748993.417	197815.857	892.21	Control Point Mag Nail
29	10011	1750798.001	197904.240	902.02	Control Point Mag Nail
30	10026	1751832.580	198067.867	898.13	Control Point Rebar
31	10020	1754592.297	197897.088	903.59	Control Point Mag Nail
32	10022	1757251.722	197918.594	889.97	Control Point Mag Nail
33	10027	1750214.719	199541.863	891.45	Control Point Mag Nail
34	10035	1751855.355	199701.398	893.39	Control Point Mag Nail
35	10021	1754673.539	199560.837	895.12	Control Point Mag Nail
36	10028	1757478.073	199499.241	903.88	Control Point Rebar

780 SHARPLESS AND STATION
INDIANAPOLIS, IN 46256-3927
TEL. 317.547.5580 FAX 317.544.0270
www.structurepoint.com

AMERICAN
STRUCTUREPOINT
INC.

ALLEN FETAHAKIC
REGISTERED
No. 19900549
STATE OF INDIANA
PROFESSIONAL ENGINEER
CERTIFIED BY
Allen Fetahakic

GRADING PLAN

PREPARED FOR:
HENKE DEVELOPMENT GROUP, LLC
1 SOUTH RANGELINE ROAD, STE. 300
CARMEL, IN 46032

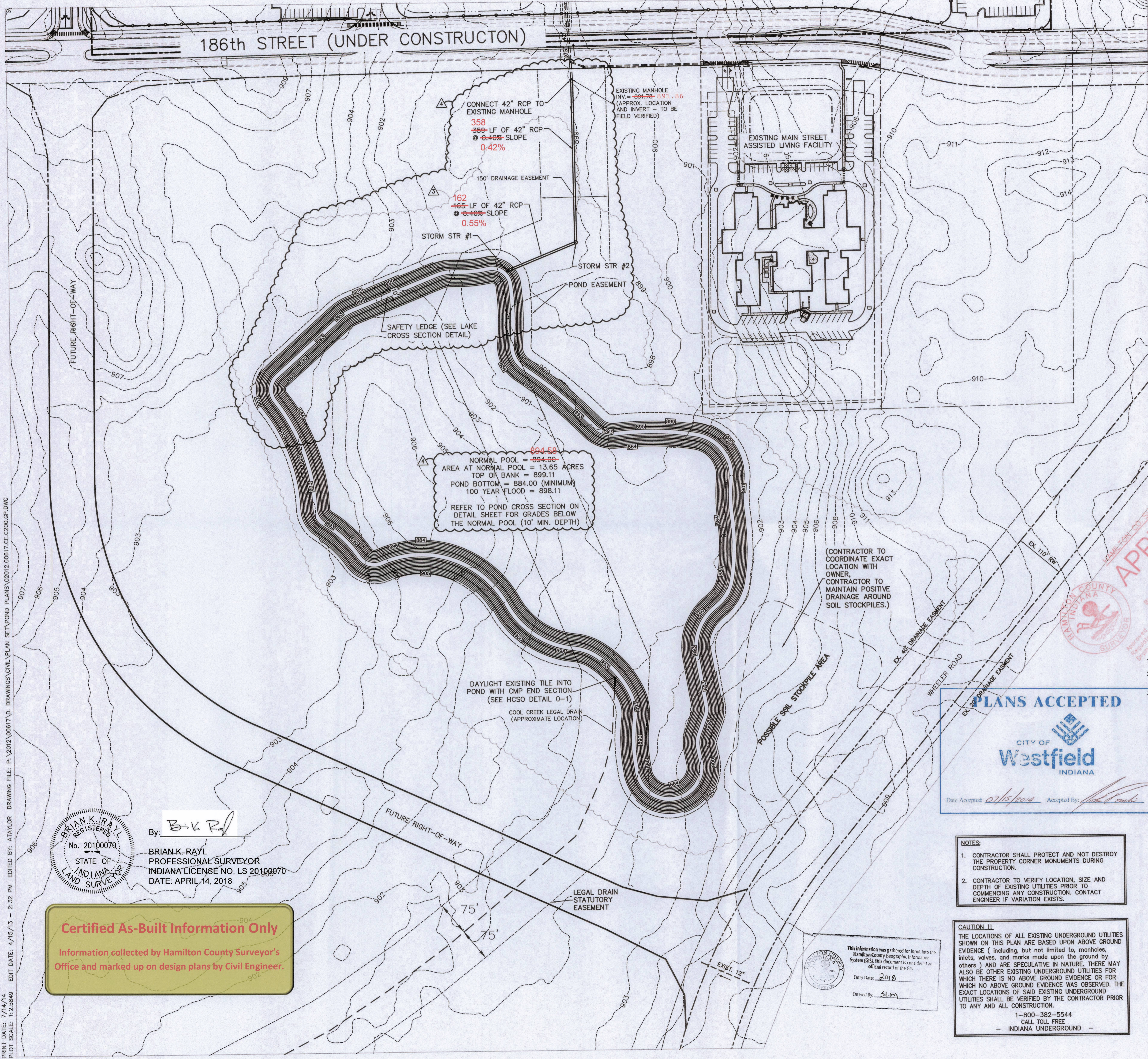
PROJECT:
GRAND PARK VILLAGE
WESTFIELD, INDIANA

DATE: 07/24/13
DRAWN BY: PED
CHK'D BY: ART
JOB NO. 2012.00617

REVISIONS

NO.	COMMENTS	DATE
1	COMMENTS	08/23/2013
2	COMMENTS	08/29/2013
3	OWNER	05/08/2014
4	OWNER	07/07/2014

SHEET NO.
C200
OF



CONNECT 42" RCP TO EXISTING MANHOLE
358
-0.40% SLOPE
0.42%

162
-0.40% SLOPE
0.55%

NORMAL POOL = 894.09
AREA AT NORMAL POOL = 13.65 ACRES
TOP OF BANK = 899.11
POND BOTTOM = 884.00 (MINIMUM)
100 YEAR FLOOD = 898.11
REFER TO POND CROSS SECTION ON
DETAIL SHEET FOR GRADES BELOW
THE NORMAL POOL (10' MIN. DEPTH)

PROPOSED GRADING LEGEND

M.E.	MATCH EXISTING
EP	EDGE OF PAVEMENT
BC	BOTTOM OF CURB
TC	TOP OF CURB
000	CONTOURS
---	FLOW LINE
TC 000.50	CURB ELEVATIONS
BC 000.00	CURB ELEVATIONS
000.00	SPOT ELEVATIONS

- GENERAL GRADING NOTES
- ALL WORK TO CONFORM TO STATE AND LOCAL REGULATIONS.
 - SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
 - THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS (VERTICAL AND HORIZONTAL) IN THE FIELD PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM THE ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
 - THE EXCAVATING CONTRACTOR MUST TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITY LINES AND EQUIPMENT. VERIFY COVER REQUIREMENTS BY UTILITY CONTRACTOR'S AND/OR UTILITY COMPANIES SO AS NOT TO CAUSE DAMAGE.
 - THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 72 HOURS BEFORE CONSTRUCTION IS TO START, TO VERIFY IF ANY UTILITIES ARE PRESENT ON SITE. ALL VERIFICATIONS (location, size and depth) SHALL BE MADE BY THE APPROPRIATE UTILITY COMPANIES. WHEN EXCAVATING AROUND OR OVER EXISTING UTILITIES, THE CONTRACTOR MUST NOTIFY THE UTILITY COMPANY SO A REPRESENTATIVE OF THAT UTILITY COMPANY CAN BE PRESENT TO INSTRUCT AND OBSERVE DURING CONSTRUCTION.
 - TRENCHES FOR ALL STORM DRAIN LINES SHALL BE BACKFILLED COMPLETELY WITH GRANULAR MATERIAL IF WITHIN 5 FEET OF PAVEMENT.
 - AFTER STRIPPING TOPSOIL MATERIAL, PROOFROLL WITH A MEDIUM WEIGHT ROLLER TO DETERMINE LOCATIONS OF ANY POCKETS OF UNSUITABLE MATERIAL. THE NECESSITY FOR SUBDRAINS AND/OR REMOVAL OF ANY UNSUITABLE MATERIAL WITHIN THE PROPOSED PARKING AREAS WILL BE DETERMINED AT THE TIME OF CONSTRUCTION.
 - PROVIDE POSITIVE DRAINAGE WITHOUT PONDING, IN ALL AREAS. AFTER INSTALLATION, CONTRACTOR TO TEST FOR, AND CORRECT, IF ANY, STANDING WATER CONDITIONS.
 - ALL PROPOSED SPOT ELEVATIONS ARE THE FINAL PAVEMENT AND FINAL GRADE ELEVATIONS.
 - SEE APPROPRIATE DETAILS TO DETERMINE SUBGRADE ELEVATIONS BELOW FINISH GRADE ELEVATIONS INDICATED.
 - ALL STORM SEWER MATERIALS AND INSTALLATION SHALL CONFORM TO LOCAL STANDARDS.
 - INVERTS AT PIPE OUTLETS ARE GIVEN AT END OF PIPE END SECTION.
 - DEBRIS GUARD TO BE INSTALLED AT ALL OPEN ENDED INLETS.
 - DUE TO SITE CONSTRAINTS, THE EARTHWORK FOR THE SITE AS DESIGNED MAY OR MAY NOT BALANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE EXISTING CONDITIONS AND INCLUDE IN THEIR BID ALL EARTHWORK COSTS INCLUDING IMPORTS AND/OR EXPORTS NECESSARY TO MAKE THE SITE BALANCE.
 - THIS LOT DOES NOT LIE WITHIN ANY FLOOD HAZARD ZONE AS SCALED FROM THE FLOOD INSURANCE RATE MAP (FIRM) FOR HAMILTON COUNTY, INDIANA, COMMUNITY HAMILTON, CITY OF WESTFIELD, COMMUNITY NUMBER 18057C, PANEL NUMBER 0120F, DATED FEBRUARY 19, 2003

PLANS ACCEPTED

CITY OF
Westfield
INDIANA

Date Accepted: 07/16/2013 Accepted By: *[Signature]*

- NOTES
- CONTRACTOR SHALL PROTECT AND NOT DESTROY THE PROPERTY CORNER MONUMENTS DURING CONSTRUCTION.
 - CONTRACTOR TO VERIFY LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION. CONTACT ENGINEER IF VARIATION EXISTS.

CAUTION !!

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

1-800-382-5544
CALL TOLL FREE
- INDIANA UNDERGROUND -

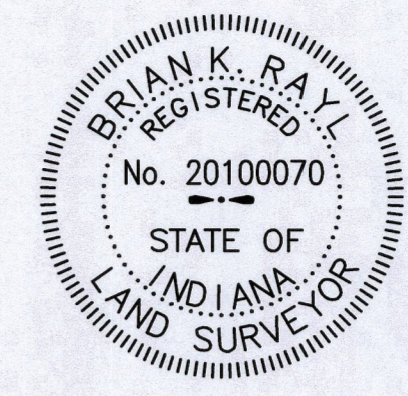
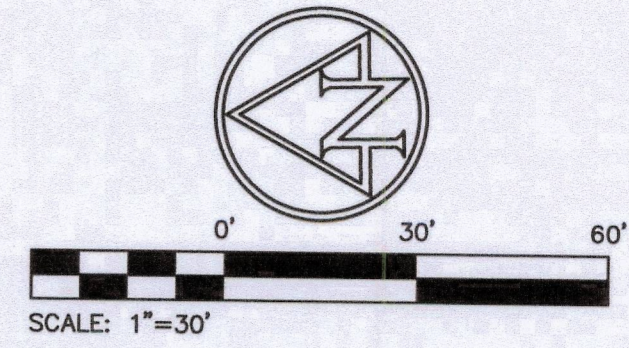
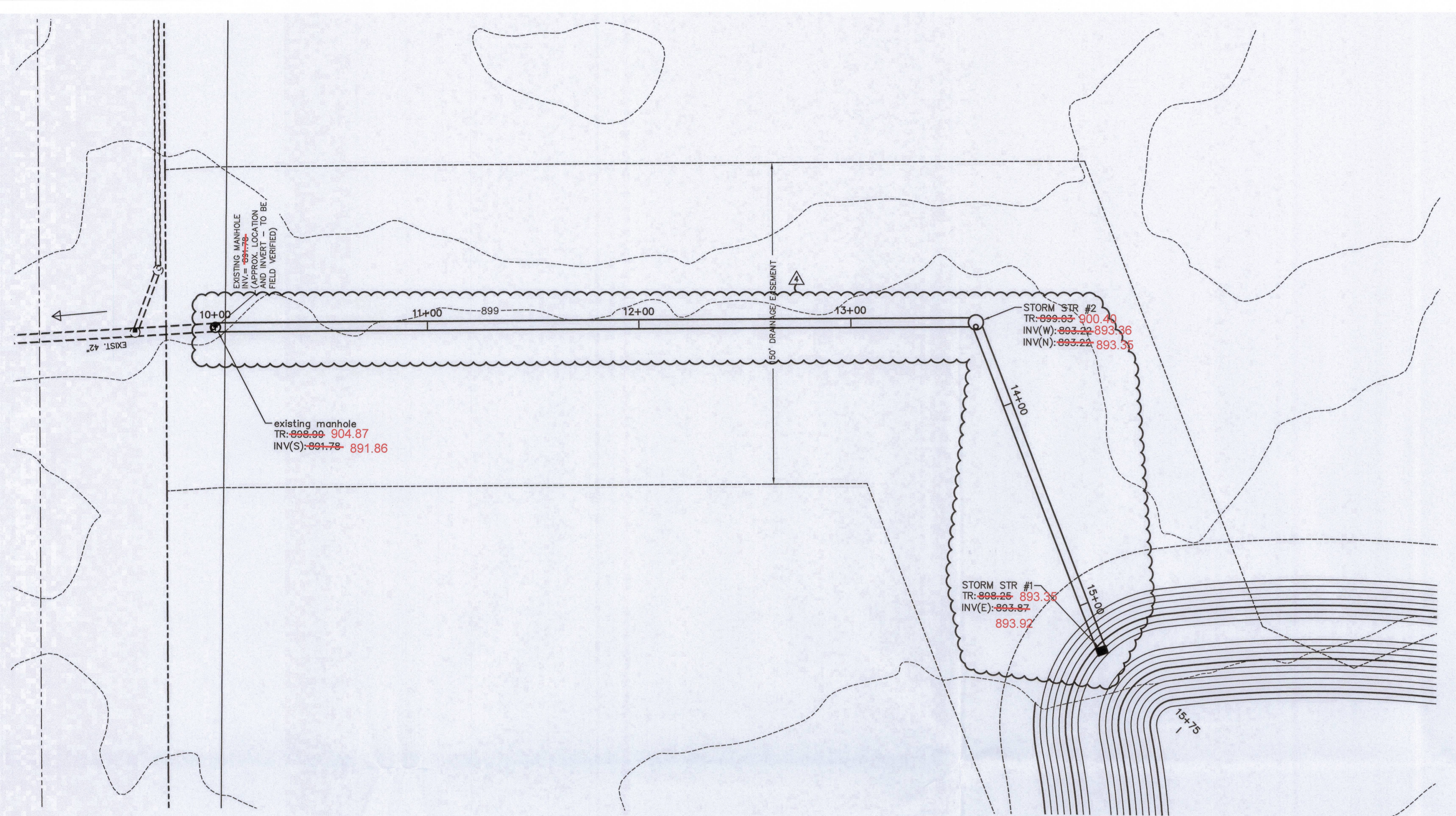
By: *B.K. Rayl*

BRIAN K. RAYL
REGISTERED
No. 20100070
STATE OF INDIANA
LAND SURVEYOR

BRIAN K. RAYL
PROFESSIONAL SURVEYOR
INDIANA LICENSE NO. LS 20100070
DATE: APRIL 14, 2018

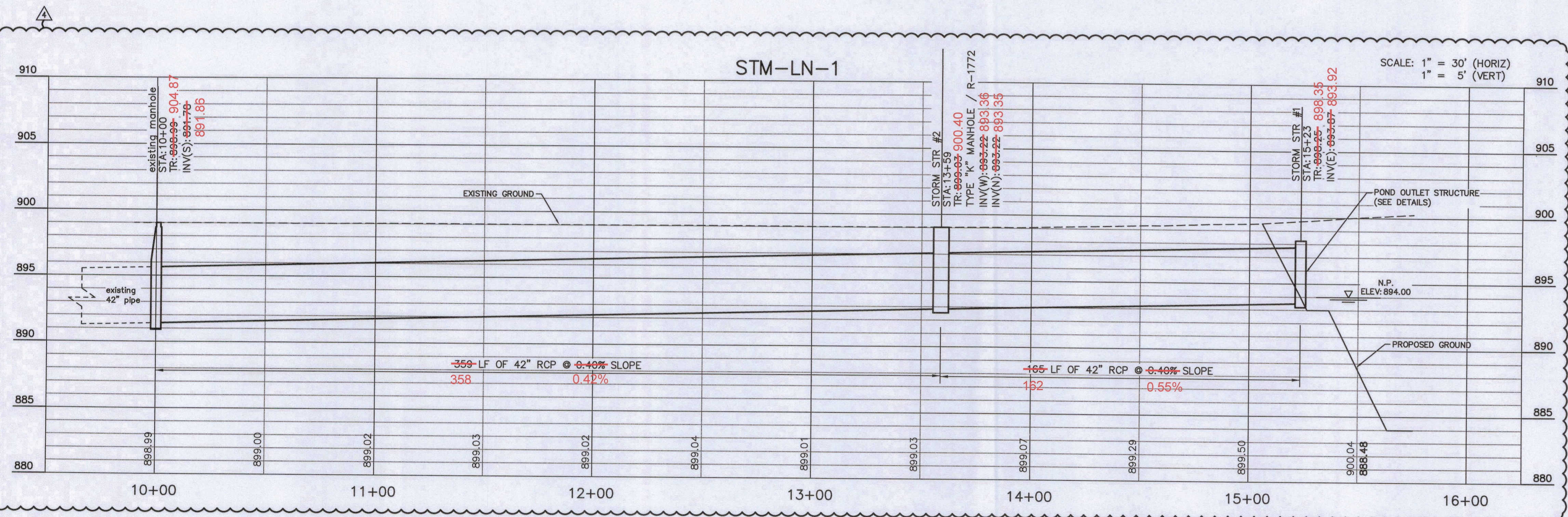
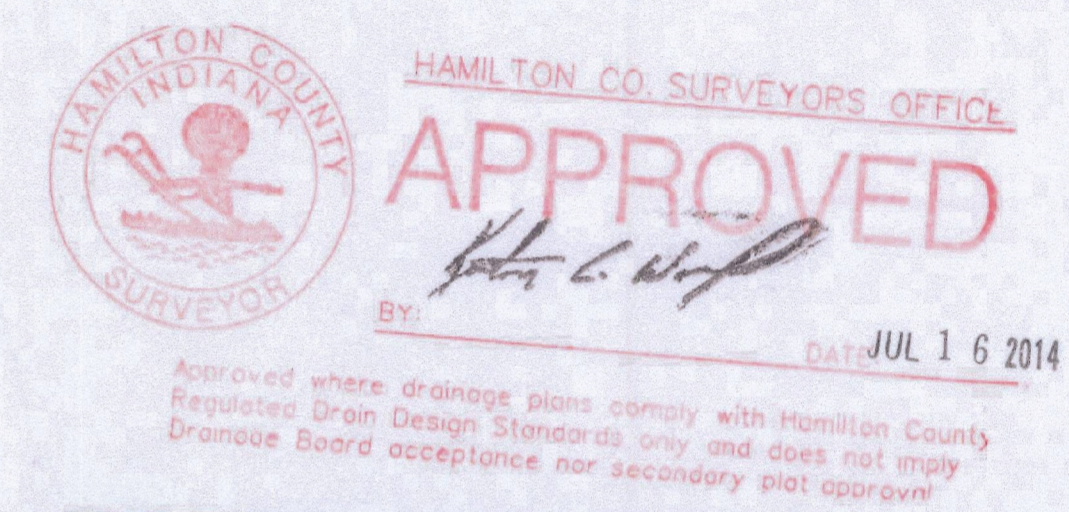
Certified As-Built Information Only

Information collected by Hamilton County Surveyor's Office and marked up on design plans by Civil Engineer.



By: *B.K. Ray*
 BRIAN K. RAY
 PROFESSIONAL SURVEYOR
 INDIANA LICENSE NO. LS 20100070
 DATE: APRIL 14, 2018

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CAUTION !!
 THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.
 1-800-382-5544
 CALL TOLL FREE
 - INDIANA UNDERGROUND -

City of Westfield Aerial Photo Control

Aerial Photo Panel Number	BSE Number	Northing	Easting	Elevation	Description
1	10006	1746550.988	188408.385	929.00	Control Point Mag Nail
2	10007	1748286.428	188432.233	928.53	Control Point Mag Nail
3	10008	1750705.026	188438.944	930.86	Control Point Mag Nail
4	10004	1752853.560	188449.075	928.50	Control Point Mag Nail
5	10005	1756057.004	188455.192	920.10	Control Point Mag Nail
6	10033	1757429.973	188421.091	917.84	Control Point Rebar
7	10012	1748574.953	190348.156	916.53	Control Point Mag Nail
8	10034	1749648.346	190343.267	920.59	Control Point Rebar
9	10003	1751914.045	190449.515	926.90	Control Point Rebar
10	10009	1754496.803	190336.240	929.96	Control Point Mag Nail
11	10032	1757827.136	190408.488	920.85	Control Point Rebar
12	10013	1746584.467	182229.994	933.42	Control Point Mag Nail
13	10002	1749407.028	182212.113	914.37	Control Point Mag Nail
14	10023	1751799.399	192316.305	919.54	Control Point Rebar
15	10010	1754499.116	192254.597	917.82	Control Point Mag Nail
16	10031	1757051.882	192267.639	916.24	Control Point Rebar
17	10014	1748615.146	194107.971	897.65	Control Point Mag Nail
18	10000	1749227.471	194177.934	904.16	Control Point Mag Nail
19	10024	1751829.503	194187.023	908.38	Control Point Rebar
20	10018	1745411.281	194073.932	911.95	Control Point Mag Nail
21	10030	1757080.363	194180.144	816.89	Control Point Rebar
22	10015	1746593.876	196025.542	902.26	Control Point Mag Nail
23	10001	1749245.671	196052.279	908.50	Control Point Mag Nail
24	10025	1751839.574	196030.345	911.56	Control Point Rebar
25	10019	1754551.353	196060.927	894.73	Control Point Mag Nail
26	10029	1757117.235	195955.953	916.07	Control Point Rebar
27	10016	1745593.557	197891.993	891.72	Control Point Mag Nail
28	10017	1748993.417	197815.857	892.21	Control Point Mag Nail
29	10011	1750798.001	197904.240	902.02	Control Point Mag Nail
30	10026	1751832.580	198067.867	898.13	Control Point Rebar
31	10020	1754592.297	197897.088	903.59	Control Point Mag Nail
32	10022	1757251.722	197918.594	889.97	Control Point Mag Nail
33	10027	1750214.719	199541.863	891.45	Control Point Mag Nail
34	10035	1751855.355	199701.398	893.38	Control Point Mag Nail
35	10021	1744673.339	199560.837	885.12	Control Point Mag Nail
36	10028	1757478.073	199499.241	903.86	Control Point Rebar

This information was gathered for input into the Hamilton County Geographic Information System (GIS). This document is considered an official record of the GIS.
 Entry Date: 07/15
 Entered By: *SLM*

7260 SHADELAND STATION
 INDIANAPOLIS, IN 46266-3957
 TEL 317.547.5590 FAX 317.543.0270
 www.structurepoint.com

AMERICAN
STRUCTUREPOINT
 INC.



STORM SEWER PLAN AND PROFILE
 PREPARED FOR:
HENKE DEVELOPMENT GROUP, LLC
 1 SOUTH RANGELINE ROAD, STE. 300
 CARMEL, IN 46032

PROJECT:
GRAND PARK VILLAGE
WESTFIELD, INDIANA

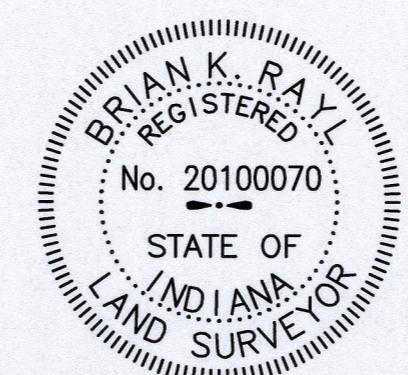
DATE: 07/24/13
 DRAWN BY: PED
 CHK'D BY: ART
 JOB NO.: 2012.00617

REVISIONS

NO.	DATE	DESCRIPTION
1	08/23/2013	COMMENTS
2	08/29/2013	COMMENTS
3	05/08/2014	OWNER
4	07/07/2014	OWNER

SHEET NO.
C201
 OF

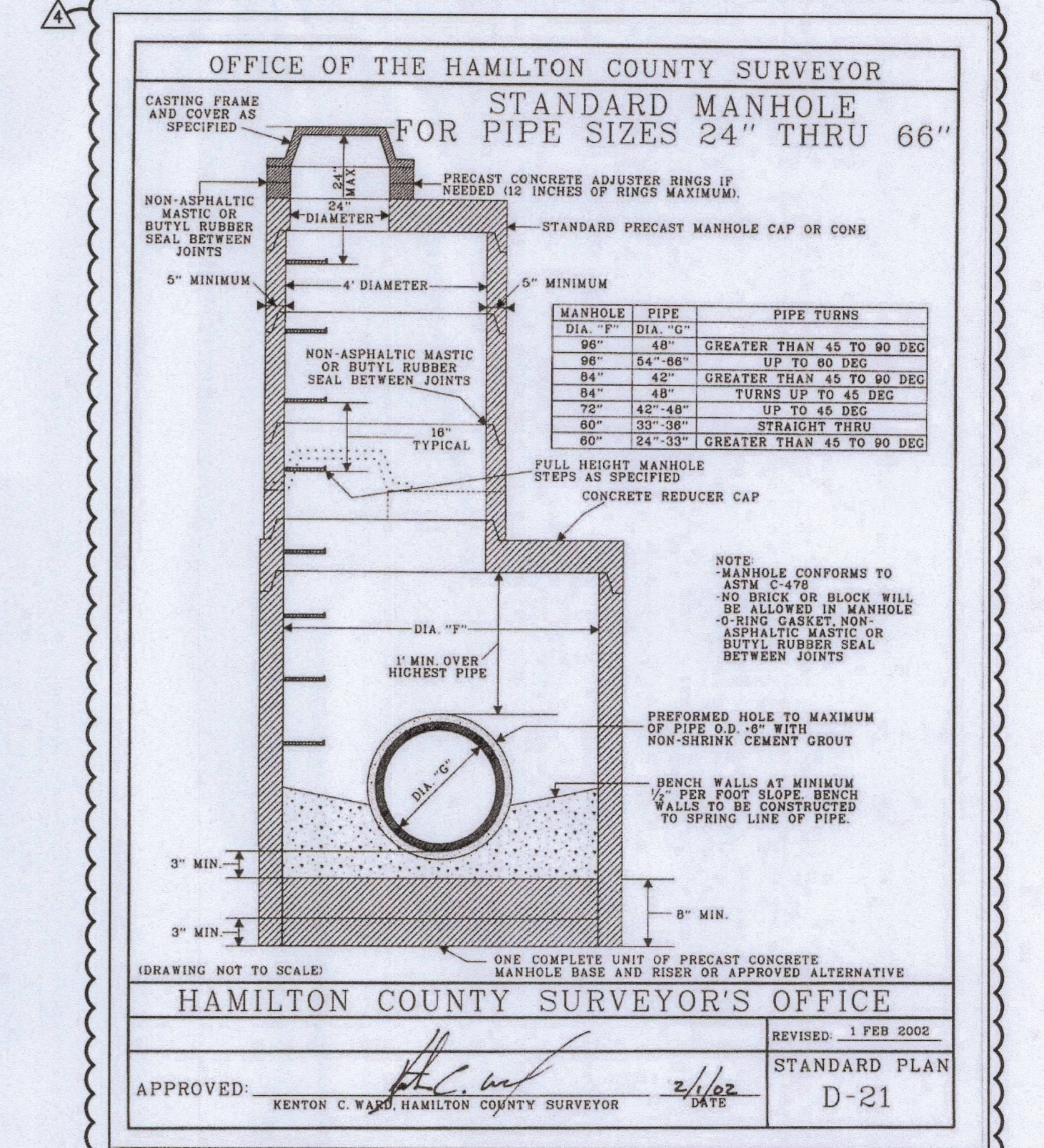
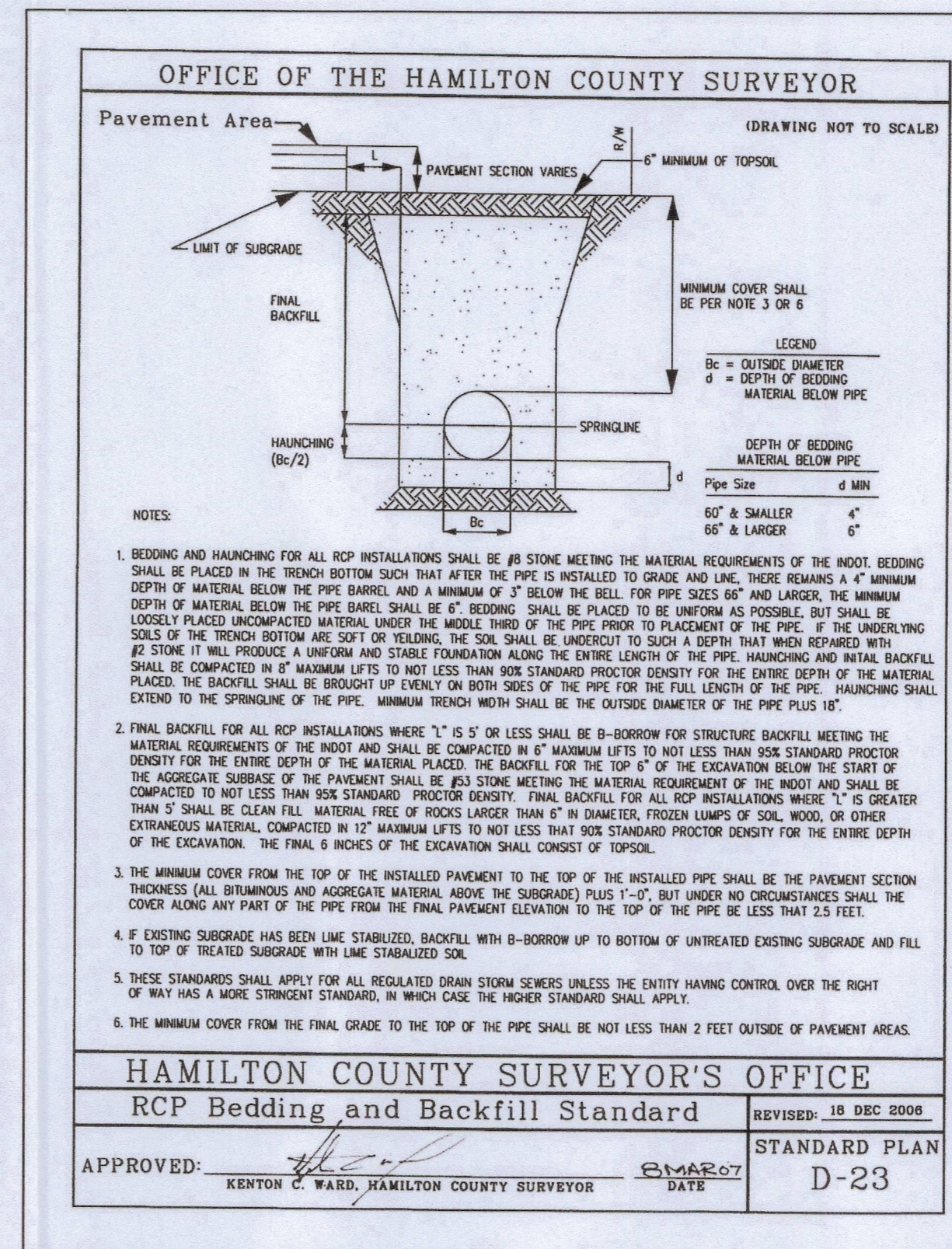
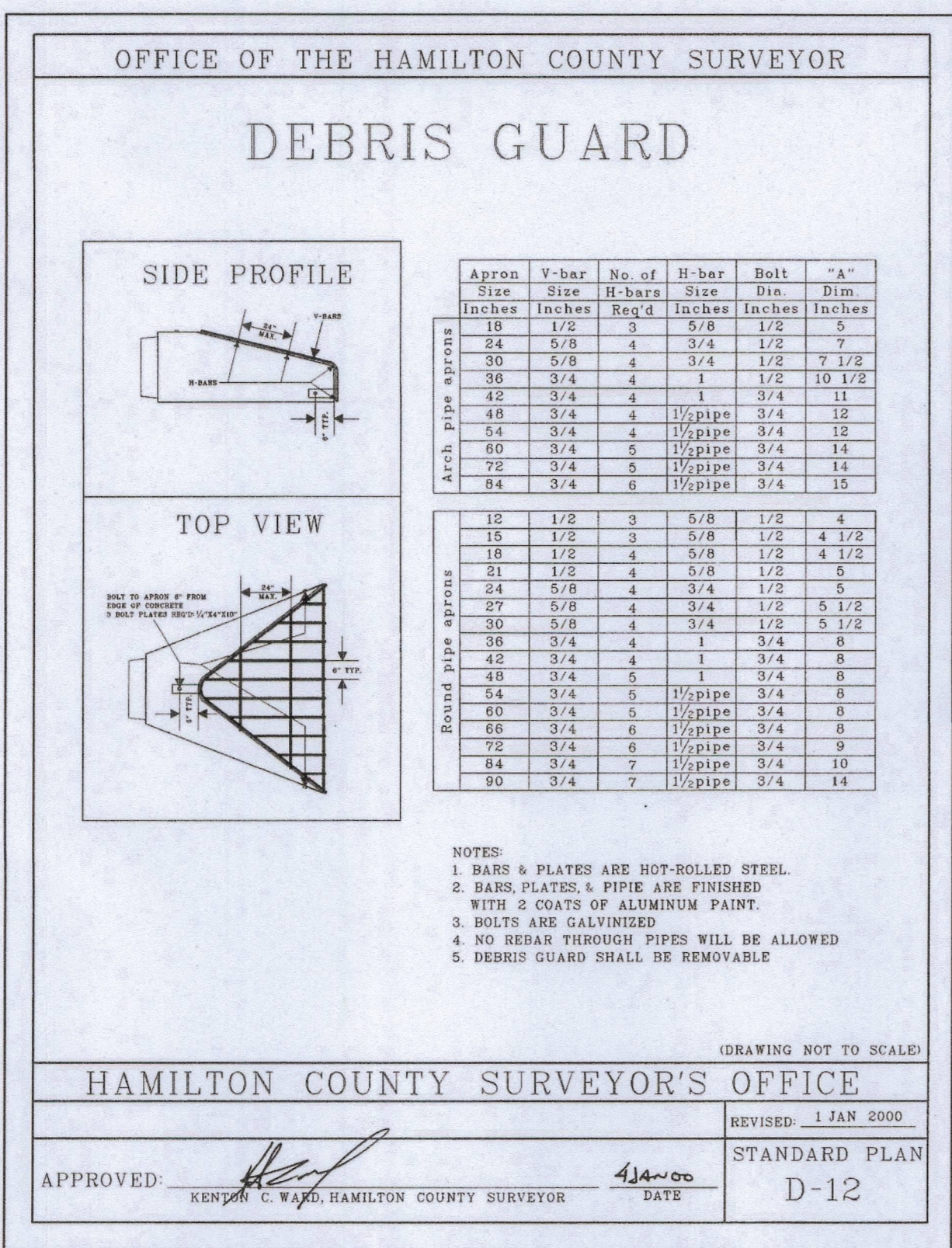
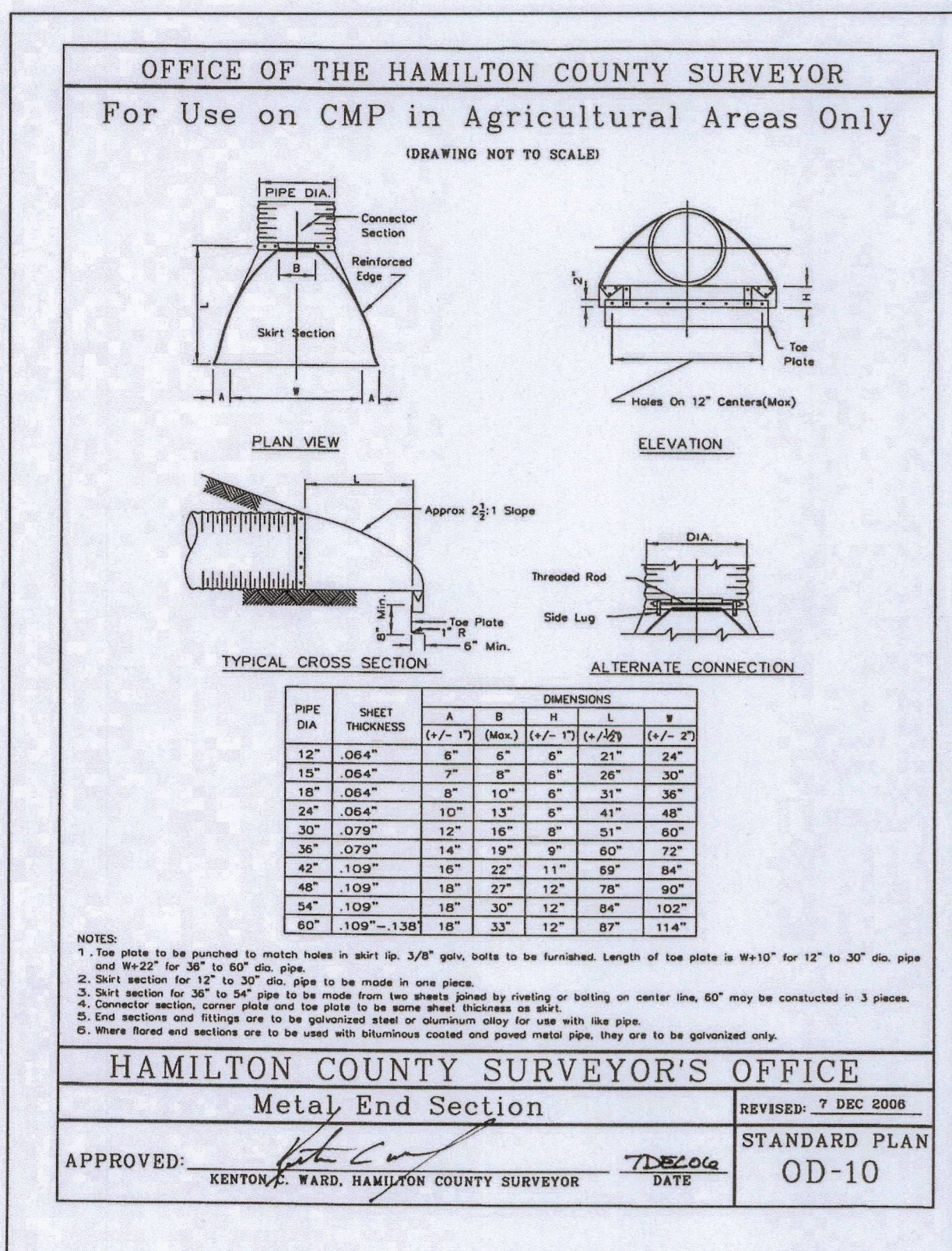
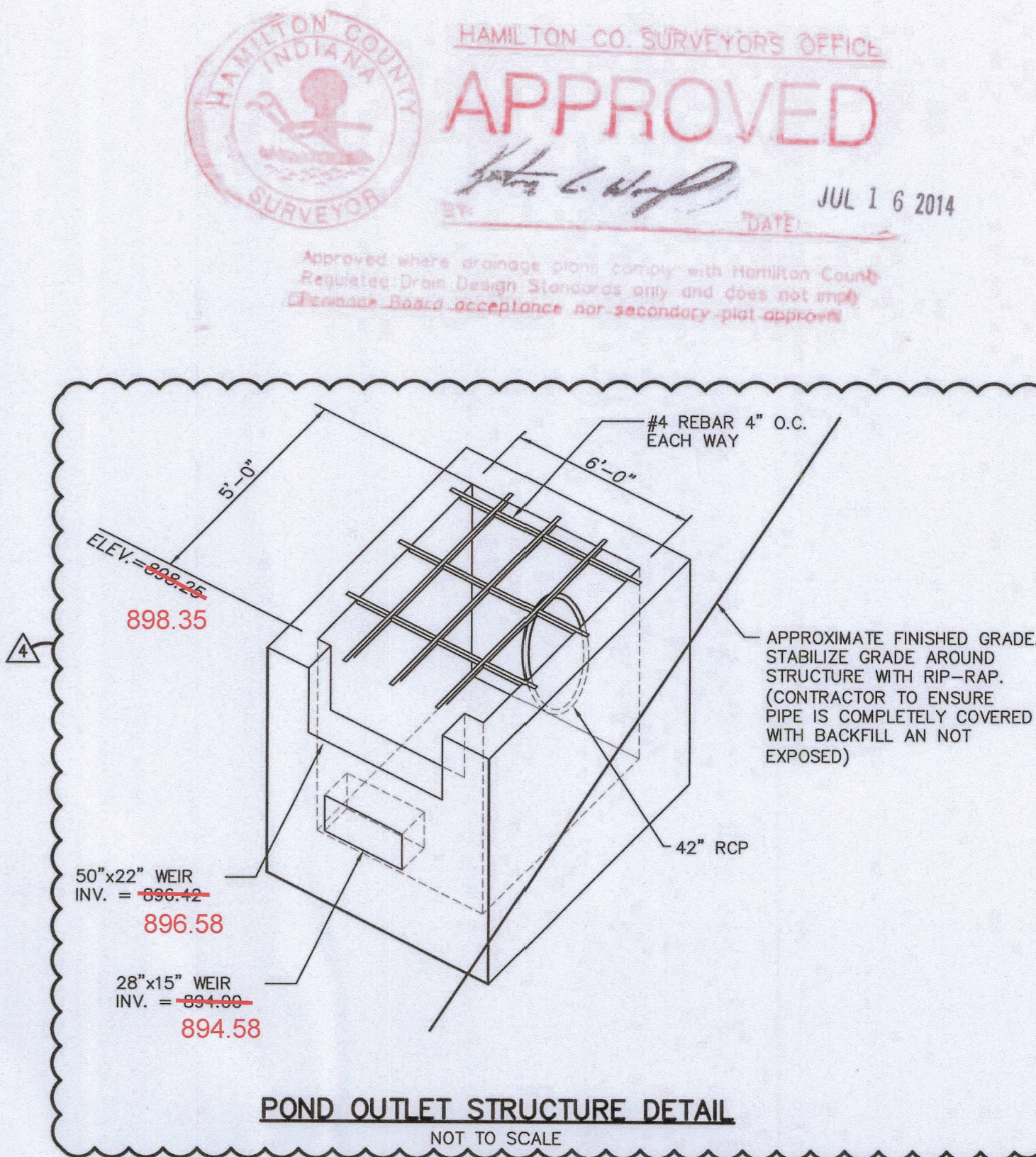
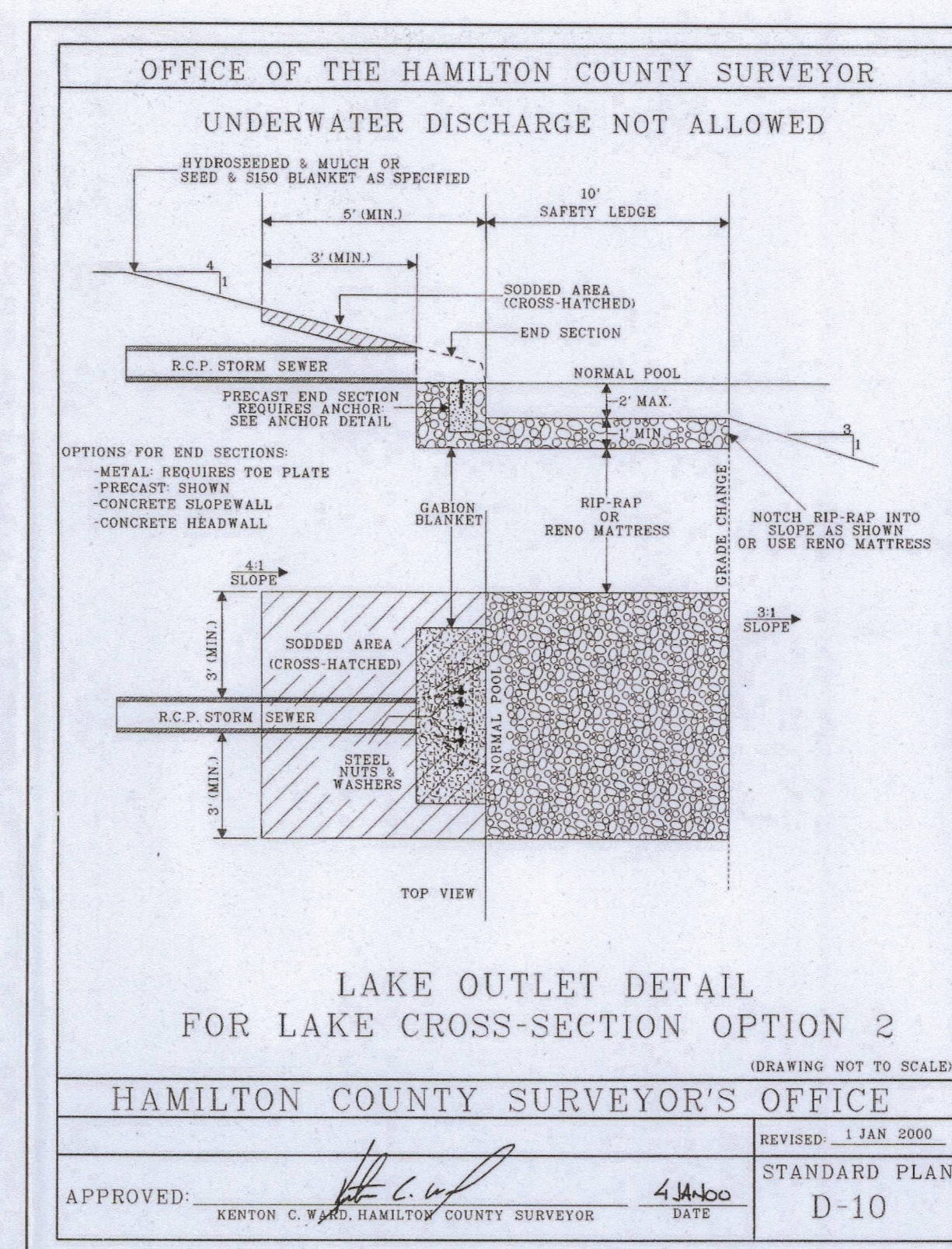
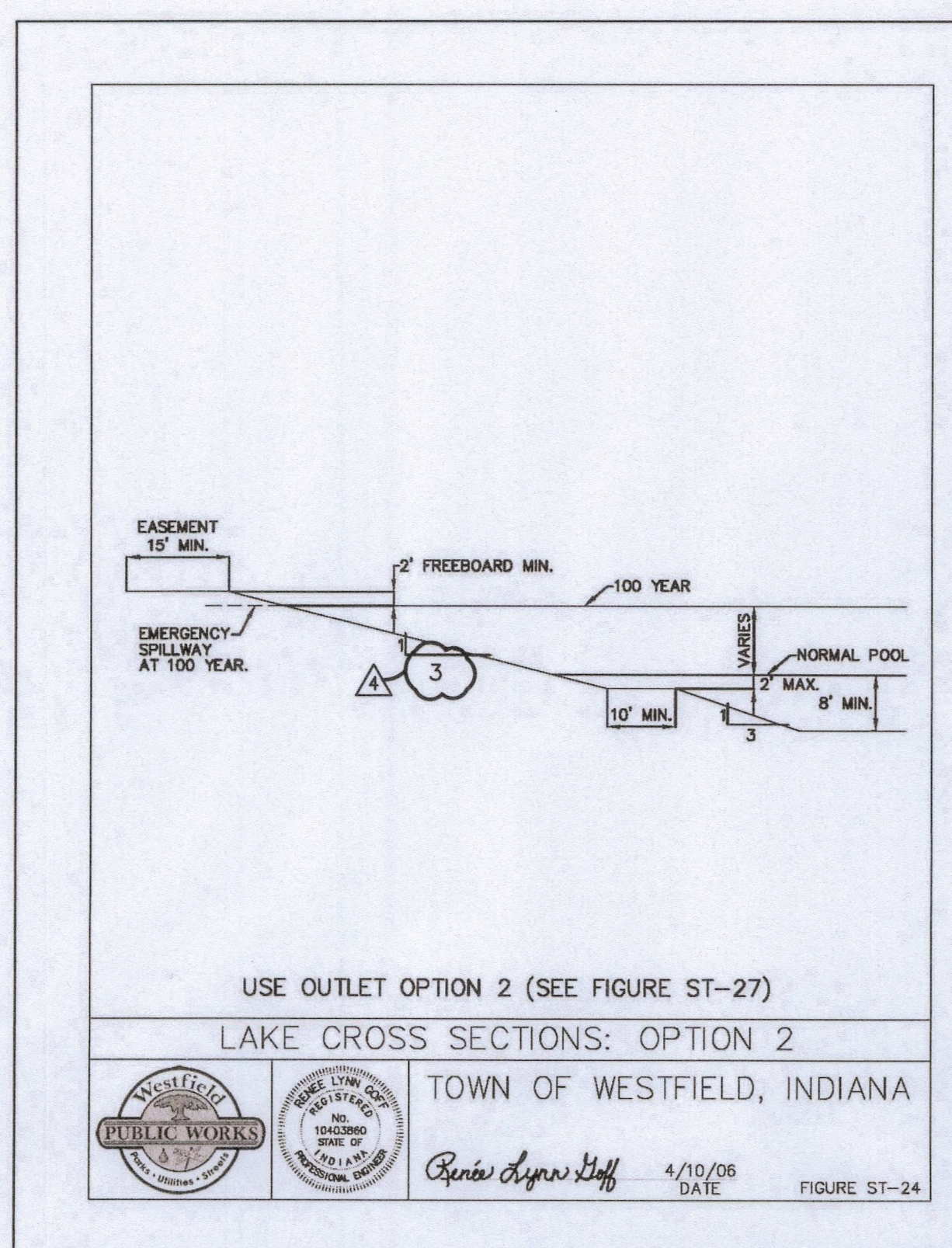
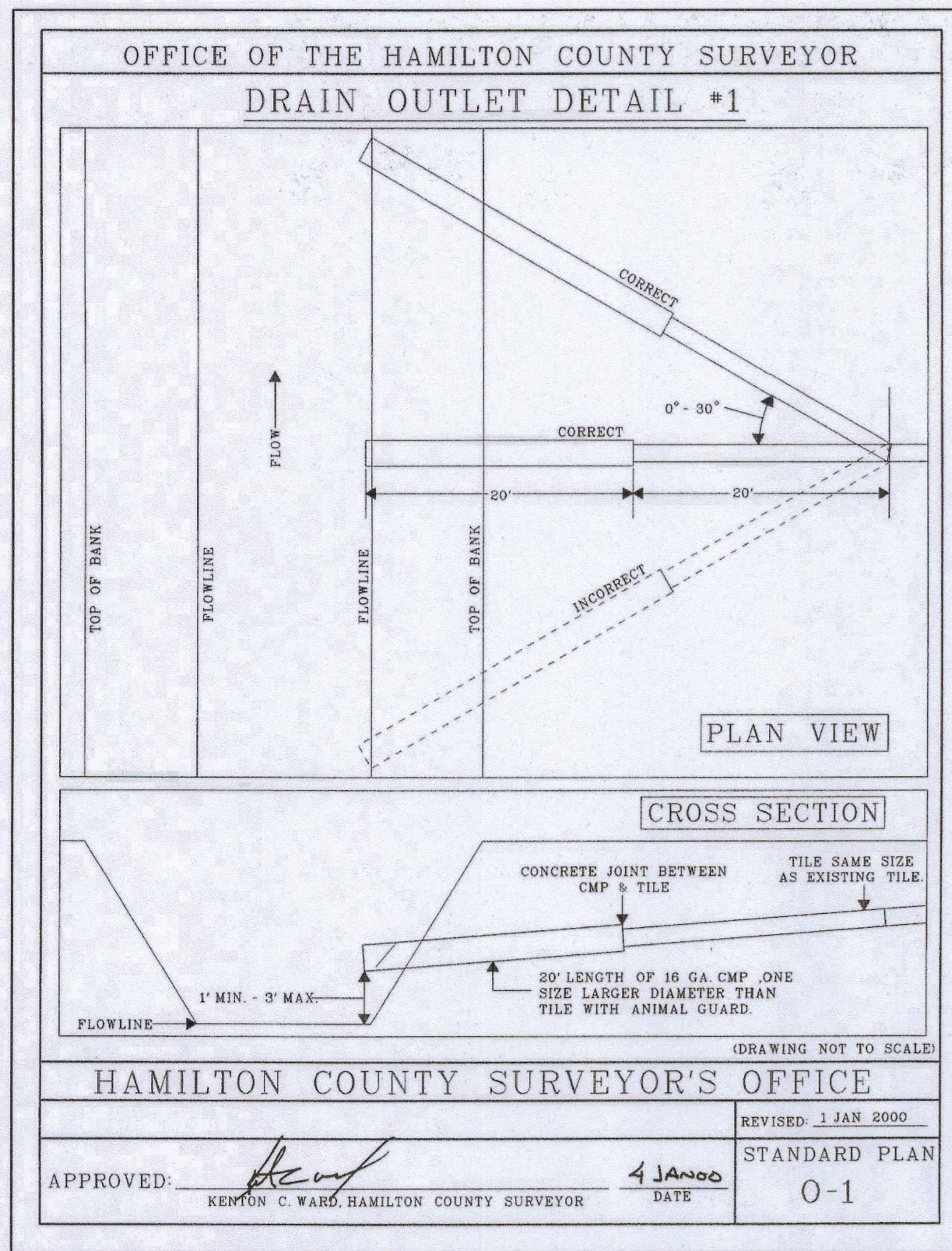
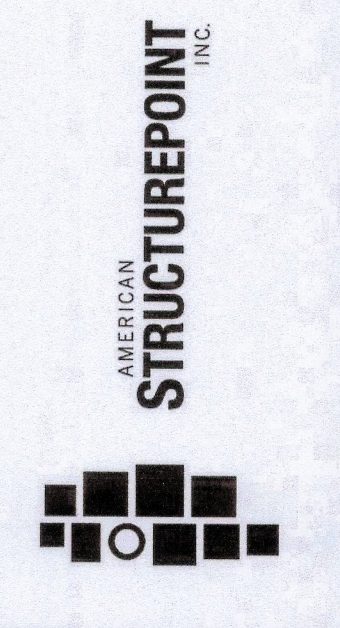
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SITE DETAILS
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 1 SOUTH RANGELINE ROAD, STE. 300
 CARMEL, IN 46032

DATE: 07/24/13
 DRAWN BY: PED
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REVISIONS

COMMENTS	08/23/2013
COMMENTS	08/29/2013
OWNER	05/08/2014
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SHEET NO.
C400
 OF

