

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 24, 2014

TO: Hamilton County Drainage Board

RE: Cool Creek Drain, Village Farms Section 19

Attached is a petition filed by Village Farms Developer, LLC, along with a non-enforcement request, plans, calculations, quantity summary and assessment roll for the Village Farms Section 19 Arm, Cool Creek Drain to be located in Washington Township. 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:

6" SSD	3,924 ft.	12" RCP	1,690 ft.
15" RCP	164 ft.	18" RCP	190 ft.

The total length of the drain will be 5,968 feet.

The retention pond (Lake #1) located in Common Area #2 is to be considered part of the regulated drain. Pond maintenance assumed by the Drainage Board shall include the inlet and outlet as part of the regulated drain. The maintenance of the ponds (Lake #1) such as sediment removal, and erosion control along the banks, mowing and aquatic vegetation control will be the responsibility of the Homeowners Association. 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 subsurface drains (SSD) to be part of the regulated drain are those located under the curbs and those main lines between lots or in rear yards. Only the main SSD lines, which are located within the easement and right of way, are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain. The portion of the SSD which will be regulated other than those under curbs are as follows:

Rear yard lots 1 to 3 from Str. 402 to Str. 407
Rear yard lots 4 from Str. 407 to Str. 408
Rear yard lots 5 to 7 from Str. 408 to Str. 409
Rear yard lots 7 and 8 from Str. 409 to Str. 414
Rear yard lots 10 and 11 from Str. 414 to Str. 411
Rear yard lots 12 to 15 from Str. 411 going east to riser
Rear yard lots 16 to 18 from Str. 401 going west to riser

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$65.00 per platted lot, \$15.00 per acre for common areas, with a \$65.00 minimum, and \$10.00 per acre for roadways. With this assessment the total annual assessment for this drain/this section will be \$1,410.60

The petitioner has submitted surety for the proposed drain at this time. The sureties which are in the form of a Performance Bond from contractor and cash bond from developer are as follows:

Agent: Merchants Bonding Company
Date: August 21, 2014
Number: INC 45634
For: Storm Sewers and Sub-surface drains
Amount: \$149,749.00

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 offsite easement for this project is across parcel 08-09-14-02-10-022.000, owned by Springmill Villages Homeowners Association Inc. The parcel is common area for Section 4A of Meadows at Springmill Villages and is fully platted as a Drainage Easement.

I recommend that upon approval of the above proposed drain that the Board also approve the attached non-enforcement requests. The request are for the reduction of the regulated drain easement to those easement widths as shown on the secondary plats for Village Farms Section 19 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for November 24, 2014.



Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

FILED
JUN 09 2014
OFFICE OF HAMILTON COUNTY SURVEYOR

TO: HAMILTON COUNTY DRAINAGE BOARD
% Hamilton County Surveyor
One Hamilton County Square, Suite 188
Noblesville, IN. 46060-2230

In the matter of Village Farms Subdivision, Section
19 Drain Petition.

Petitioner is the owner of all lots in the land affected by the proposed new regulated drain. The drainage will affect various lots in Village Farms, Section 19, a subdivision in Hamilton County, Indiana. The general route of such drainage shall be in existing easements and along public roads as shown in the plans on file in the Surveyor's Office.

Petitioner believes that the cost, damages and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land likely to be benefited thereby. Petitioner believes the proposed improvements will:

- (a) improve public health
- (b) benefit a public street
- (c) be of public utility

Petitioner agrees to pay the cost of construction of the drainage system and requests periodic maintenance assessments by the Board thereafter.

The Petitioner also agrees to the following:

1. To provide the Drainage Board a Performance Bond or Non-Revocable Letter of Credit for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 120% of the Engineer's estimate. The bond will be in effect until construction of 100% of the system is completed and so certified by the Engineer.
2. The Petitioner shall retain an Engineer throughout the construction phase. At completion of the project the Petitioner's Engineer shall certify that the drainage system which is to be maintained as a regulated drain has been constructed as per construction plans.
3. The Petitioner agrees to request in writing to the County Surveyor any changes from the approved plan and must receive written authorization from the County Surveyor prior to implementation of the change. All changes shall be documented and given to the Surveyor to be placed in the Drain file.
4. The Petitioner shall instruct his Engineer to provide a reproducible print on a 24" x 36" Mylar of the final design of the Drainage System. This shall be submitted to the County Surveyor prior to the release of the Performance Bond.
5. The Petitioner shall comply with the Erosion Control Plan as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The County Surveyor shall immediately install or repair the needed measures at Petitioners cost as per IC 36-9-27-46.

Adobe PDF Fillable Form

The Petitioner further requests that the Drain be classified as an Urban Drain as per IC 36-9-27-69(d).

RECORDED OWNER(S) OF LAND INVOLVED

Kenneth R. Brasseur

Signed

Kenneth R. Brasseur

Printed Name

June 6, 2014

Date

Signed

Printed Name

Date

Signed

Printed Name

Date

Signed

Printed Name

Date

FINDINGS AND ORDER

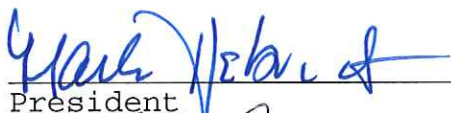
CONCERNING THE MAINTENANCE OF THE

Cool Creek Drain, Village Farms Section 19

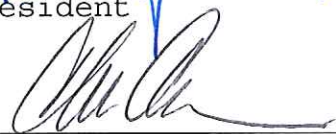
On this 24th day of November, 2014, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Cool Creek Drain, Village Farms Section 19*.

Evidence has been heard. Objections were presented and considered. The Board then adopted the original/amended Schedule of Assessments. The Board now finds that the annual maintenance assessment will be less than the benefits to the landowners and issues this order declaring that this Maintenance Fund be established.

HAMILTON COUNTY DRAINAGE BOARD



President



Member



Member

Attest: 
Executive Secretary



FILED

AUG 20 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

**Village Farms Section 19
Engineers Estimate - Storm Sewers & Monumentation
Prepared on: 7/23/14**

Item	Unit	Unit Cost	Quantities	Cost
Storm Drainage				
12" Pipe	LF	\$ 29.80	1696 \$	50,541
12" End Section	EA	\$ 700.00	2 \$	1,400
12" Trash Guard	EA	\$ 350.00	2 \$	700
15" Pipe	LF	\$ 33.98	168 \$	5,709
18" Pipe	LF	\$ 38.33	192 \$	7,360
18" End Section	EA	\$ 850.00	1 \$	850
18" Trash Guard	EA	\$ 550.00	1 \$	550
Large Storm Manholes & Double Inlets	EA	\$ 3,100.00	6 \$	18,600
Storm Inlets	EA	\$ 1,640.00	9 \$	14,760
	Sub-total			\$ 100,469
Sub-surface Drains - under curb	LF	\$ 11.00	1,860 \$	20,460
Sub-surface Drains - swales	LF	\$ 11.00	2,160 \$	23,760
Sub-surface Drains - sump laterals	EA	\$ 100.00	18 \$	1,800
	Sub-total			\$ 46,020
	Total			\$ 146,489
Monuments & Markers				
Lot Corner Monuments	LOT	\$ 100.00	19.00 \$	1,900
Street Centerline Monumentation	EA	\$ 170.00	8.00 \$	1,360
	Total			\$ 3,260
Erosion Control	LS	NA	NA	NA
--> Not Applicable - Property annexed by City of Westfield and governed by Westfield MS4 permit.				
	Total			\$ -
Grand Total				\$ 149,749
Per Hamilton County Ordinance - Bond Amount				120% \$ 179,699

BY: _____

Timothy J. Walter, P.E.
Indiana Registration No. 19900152

317 818-2900 ♦ 317 863-2055 fax

9757 Westpoint Drive, Suite 600 ♦ Indianapolis, IN 46256

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MERCHANTS
BONDING COMPANY™



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

HC D-13-2014-00041
Performance Bond

Bond No. INC 45634

CONTRACTOR:

(Name, legal status and address)

J & S Contractors, Inc.
2350 Quincy Rd
Quincy, IN 47456

OWNER:

(Name, legal status and address)

Hamilton County Commissioners
1 Hamilton County Sq #157
Noblesville, IN 46060

CONSTRUCTION CONTRACT

Date: August 21, 2014

Amount: \$149,749.00

Description:

(Name and location)

Village Farms Section 19 - Earthwork, Storm & Sanitary Sewer, Water Main

BOND

Date: August 21, 2014

(Not earlier than Construction Contract Date)

Amount: \$179,699.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

J & S Contractors, Inc.

Signature: Charlie Shivers

Name

and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

ARLINGTON/ROE & CO INC
8900 Keystone Crossing #800
Indianapolis, IN 46280
317-554-8550

SURETY

Company: *(Corporate Seal)*

Merchants Bonding Company (Mutual)

Signature: Helen P Parker

Name Helen P Parker

and Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

FILED

AUG 27 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

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.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



§ 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 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: _____

§ 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
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: INC 45634



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Helen P Parker

of **Indianapolis** and State of **IN** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

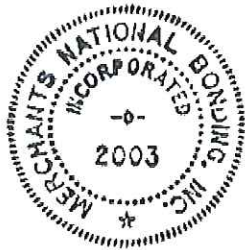
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



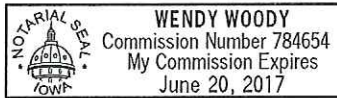
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of August, 2014.



William Warner Jr.
Secretary

POA 0014 (7/14)

FILED

AUG 20 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

ESCROW AGREEMENT

This Escrow Agreement entered into by and between Village Farm Developer, LLC ("the Developer"), as the Developer of a subdivision named Village Farms, Section 19 ("the Subdivision"), located north of Greyhound Pass and west of Oak Ridge Road, and the Board of Commissioners of Hamilton County, acting on behalf of the Hamilton County Drainage Board ("the Drainage Board").

WHEREAS, the Developer is constructing storm sewers, street underdrains, and monuments & markers ("the Project") for the Subdivision; and,

WHEREAS, J & S Contractors (the "Contractor") has posted a Performance Bond for the construction of the Project, and,

WHEREAS, the Developer has agreed to post cash in the amount of Eleven Thousand Nine Hundred Seventy-Nine Dollars and 92 Cents (\$11,979.92) in lieu of a Performance Bond for the Project, which represents approximately eight percent (8%) of the estimated cost of the project and,

WHEREAS, the Hamilton County Drainage Board is desirous of the Developer completing the Project as quickly as possible.

IT IS THEREBY AGREED by and between the parties as follows:

1. The Drainage Board ratifies the plans and specifications for the construction of the Project.
2. The Drainage Board agrees to accept the Eleven Thousand Nine Hundred Seventy-Nine Dollars and 92 Cents (\$11,979.92) in cash from the Developer in lieu of performance bond for the construction of the Project.
3. The Developer acknowledges that no residential Improvement location permits will be applied for construction with the Subdivision until the construction of the Project has been completed, inspected, accepted, and delivery of final as-built drawings to the Drainage Board, at which time the cash posted under this Escrow Agreement will be paid to the Developer.
4. In the event the Developer fails to complete the Project pursuant to the approved plans within two hundred ten (210) days of the approval of this Escrow Agreement by the Drainage Board, the surety may be forfeited and the Drainage Board may also file suit against the

Developer to recover the Drainage Boards' cost of completing the Project, plus reasonable attorney's fees.

ALL OF WHICH IS AGREED by and between the parties on the date set out herein.

Village Farm Developer, LLC

DATED: 8/13/14

By: Kenneth R. Brasseur

Printed: Kenneth R. Brasseur

Title: Vice President

ALL OF WHICH IS AGREED BY THE Board of Commissioners of Hamilton County, acting on behalf of the Hamilton County Drainage Board this _____ day of _____, 2014.

BOARD OF COMMISSIONERS OF
HAMILTON COUNTY ON BEHALF OF
THE HAMILTON COUNTY DRAINAGE BOARD

Christine Altman

Mark Heirbrandt

Steven C. Dillinger

ATTEST:

Dawn Coverdale, Auditor

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each soda I security number in the document, unless required by law. Michael A. Howard

This instrument prepared by Michael A. Howard, Attorney at Law, 694 Logan Street, Noblesville, Indiana 46060, 773-4212.

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

Cool Creek Drain, Village Farms Section 19 Arm

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board on the **Cool Creek Drain, Village Farms Section 19 Arm** on **November 24, 2014** at **9:30 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana, and which construction and maintenance reports of the Surveyor and the Schedule of Assessments made by the Drainage Board have been filed and are available for public inspection in the office of the Hamilton County Surveyor.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE

Cool Creek Drain, Village Farms Section 19

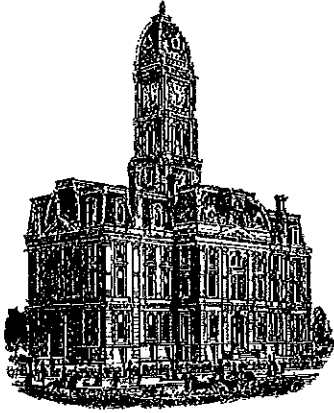
NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on **November 24, 2014** has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY



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

January 13, 2016

Re: Cool Creek Drain: Village Farms Sec. 19

Attached are as-built, certificate of completion & compliance, and other information for Village Farms Section 19. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

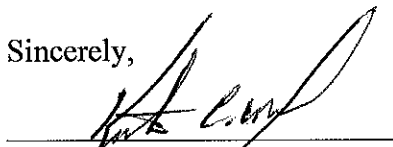
During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated September 24, 2014. The report was approved by the Board at the hearing held November 24, 2014. (See Drainage Board Minutes Book 16, Pages 22-24) The changes are as follows: The 6" SSD was lengthened from 3,924 to 3,940 feet. The 12" RCP was shortened from 1,648 feet to 1,690 feet. The length of the drain due to the changes described above is now **5,942 feet**.

The non-enforcement was approved by the Board at its meeting on November 24, 2014 and recorded under instrument #2014053420. The following sureties were guaranteed by Merchants Bonding Company and released by the Board on its January 11, 2016 meeting.

Bond-LC No: INC 45634
Amount: \$149,749.00
For: Storm Sewers & SSD
Issue Date: August 21, 2014

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

Sincerely,



Kenton C. Ward, CFM
Hamilton County Surveyor

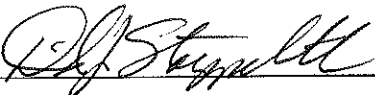
CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Village Farms, Section 19

I hereby certify that:

1. I am a Registered Land Surveyor or Engineer in the State of Indiana.
2. I am familiar with the plans and specifications for the above referenced subdivision.
3. I have personally observed and supervised the completion of the drainage facilities for the above referenced subdivision.
4. The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been installed and completed in conformity with all plans and specifications.
5. The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been correctly represented on the Record Drawings, Digital Record Drawings and the Structure Data Spreadsheet.

Signature:  Date: September 14, 2015

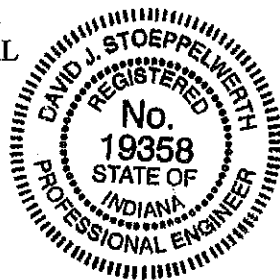
Type or Print Name: David J. Stoepfelwerth

Business Address: Stoepfelwerth & Associates, Inc.

7965 East 106th Street, Fishers, Indiana 46038

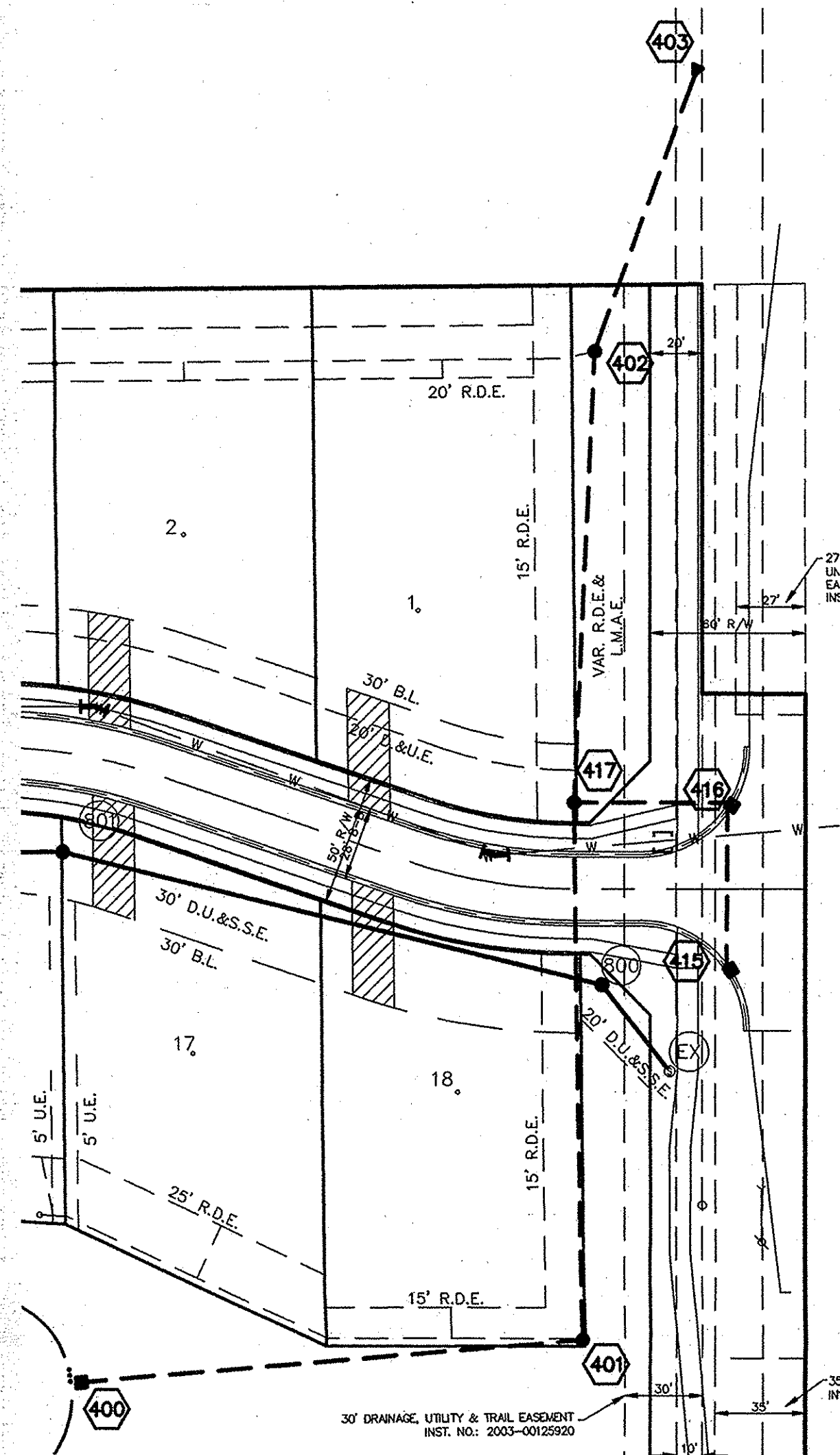
Telephone Number: (317) 849-5935

SEAL

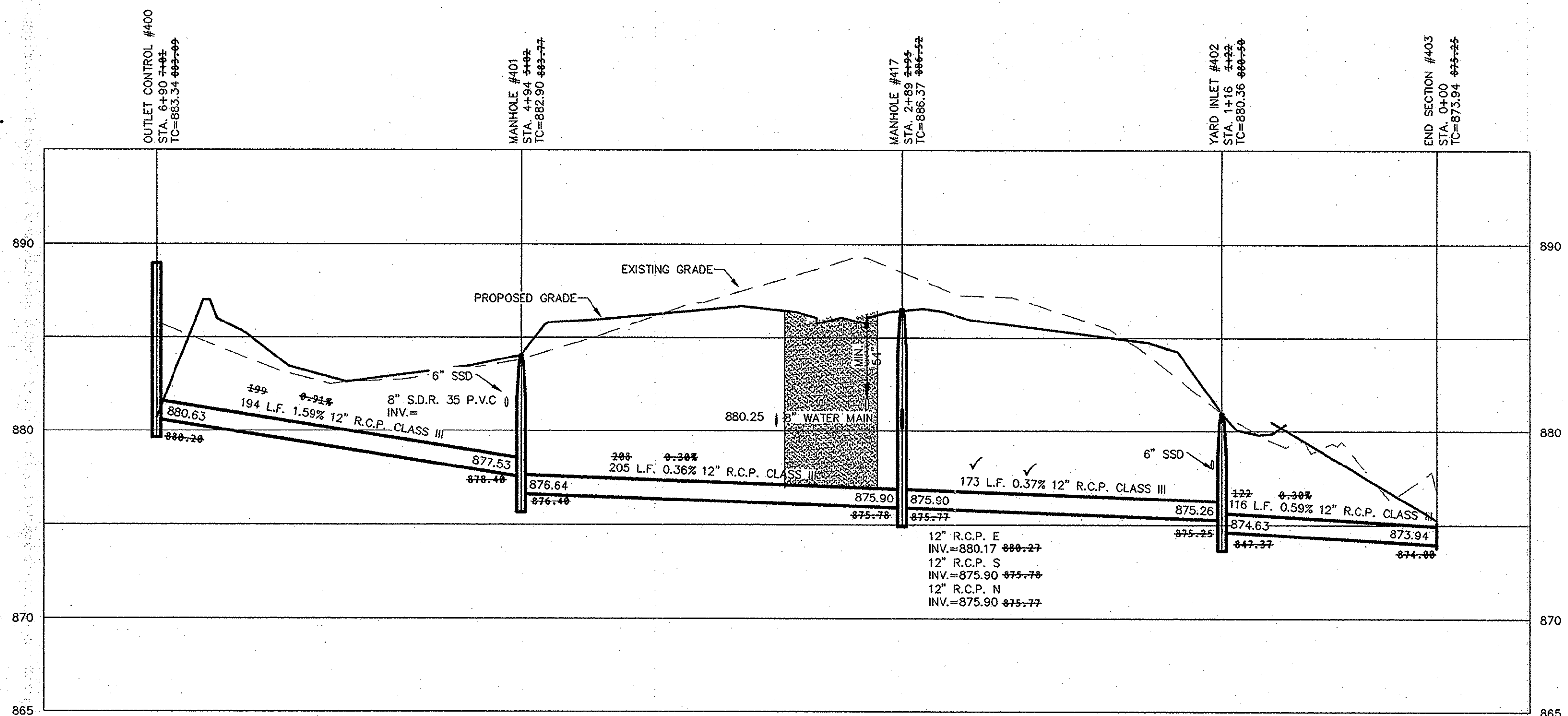


INDIANA REGISTRATION NUMBER

19358



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

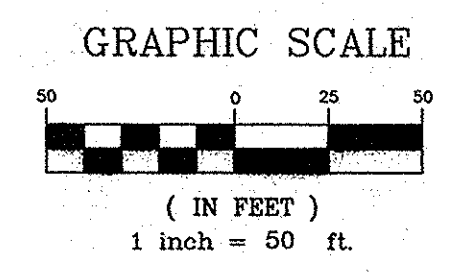


DENOTES FULL DEPTH GRANULAR BACKFILL

NOTES:

- ALL STORM STRUCTURES TO RECEIVE SOLID LID CASTINGS ARE TO BE CONSTRUCTED TO PROVIDE ONE 4" RISER RING NO MORE, NO LESS TO ACHIEVE PLAN RIM GRADE.
- ALL YARD INLETS ARE TO BE CONSTRUCTED AT A TOLERANCE OF +0.00' TO -0.20' OF PLAN GRADE.
- ALL STORM SEWER CASTINGS SHALL BE LABELED "DUMP NO WASTE-DRAINS TO WATERWAY"
- ALL STORM CROSSINGS IN RIGHT OF WAY WITH LESS THAN 30" COVER TO FINISH PAVEMENT GRADE WILL BE BACKFILLED WITH #8 STONE.

- ALL SSD'S (SUBSURFACE DRAINS) WILL NEED TO BE 6" DOUBLE WALL SMOOTH BORE PERFORATED (HDPE) PIPE. DEBRIS GUARDS ARE TO BE INSTALLED ON ALL OPEN ENDED INLETS.
- ALL STORM INCLUDING SSD TO BE CLEANED AND TELEVIEWED AFTER ALL UNDERGROUND UTILITIES ARE INSTALLED.
- STORM STRUCTURES DEEPER THAN 4' MUST BE ACCESSIBLE WITH STEPS.
- ALL BEEHIVE CASTINGS ON A 2x2' BOX SHALL HAVE A SQUARE RISER WITH A ROUND HOLE.



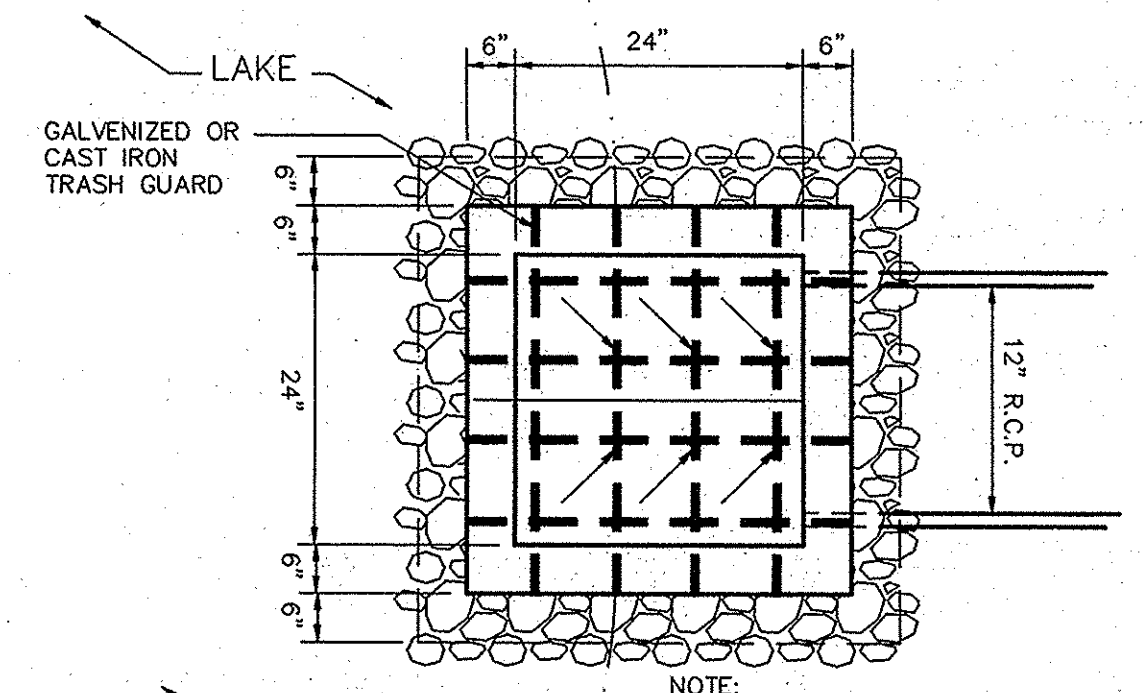
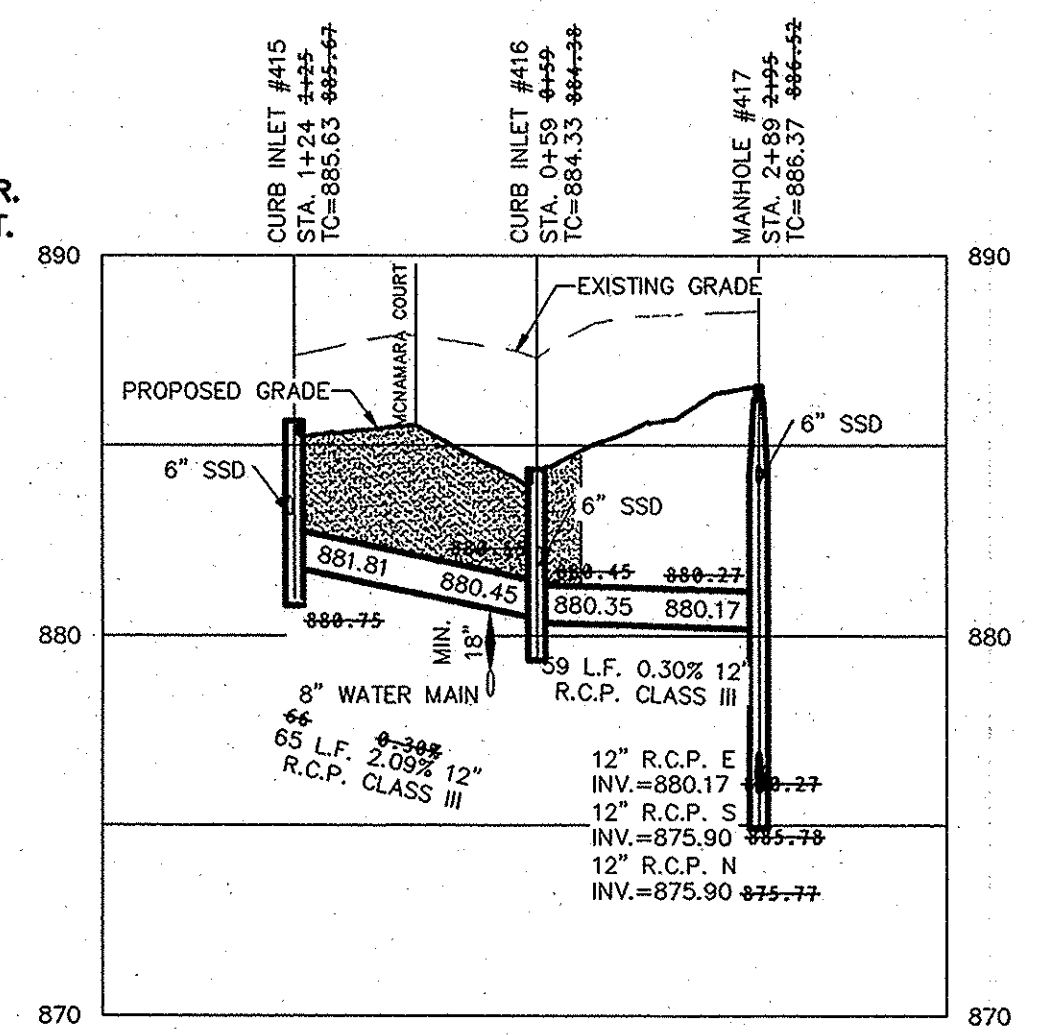
RECORD DRAWING

DENNIS D. OLMSTEAD
Registered Land Surveyor
No. 900012

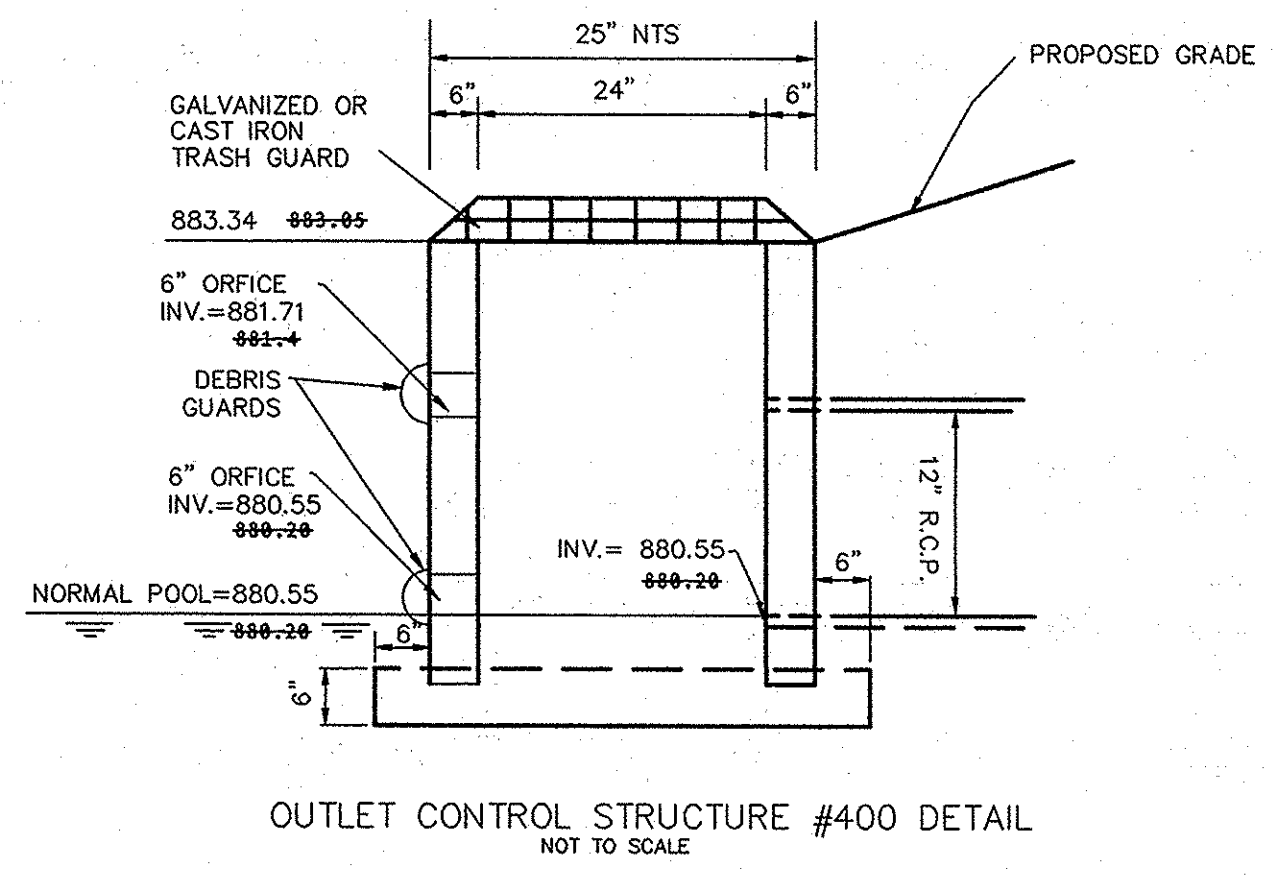
5/8/2015
DATE



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

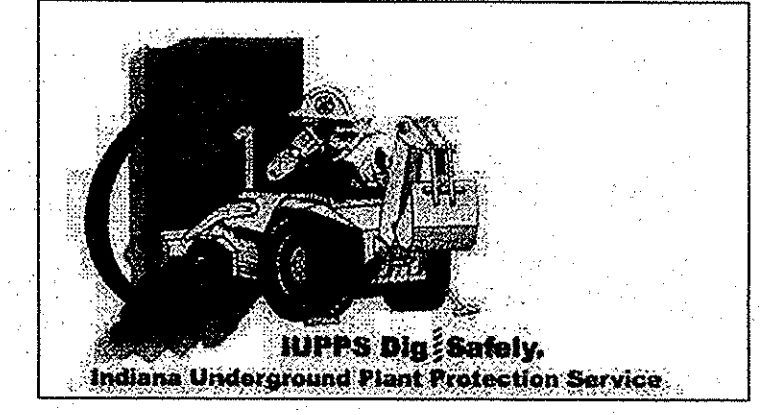


NOTE:
CONTRACTOR SHALL VERIFY PROPER METHOD OF ATTACHING TO OUTLET STRUCTURE PRIOR TO FABRICATION & INSTALLATION



OUTLET CONTROL STRUCTURE #400 DETAIL
NOT TO SCALE

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: Dec 2015
Entered By: SLM



811
Know what's below.
Call before you dig.

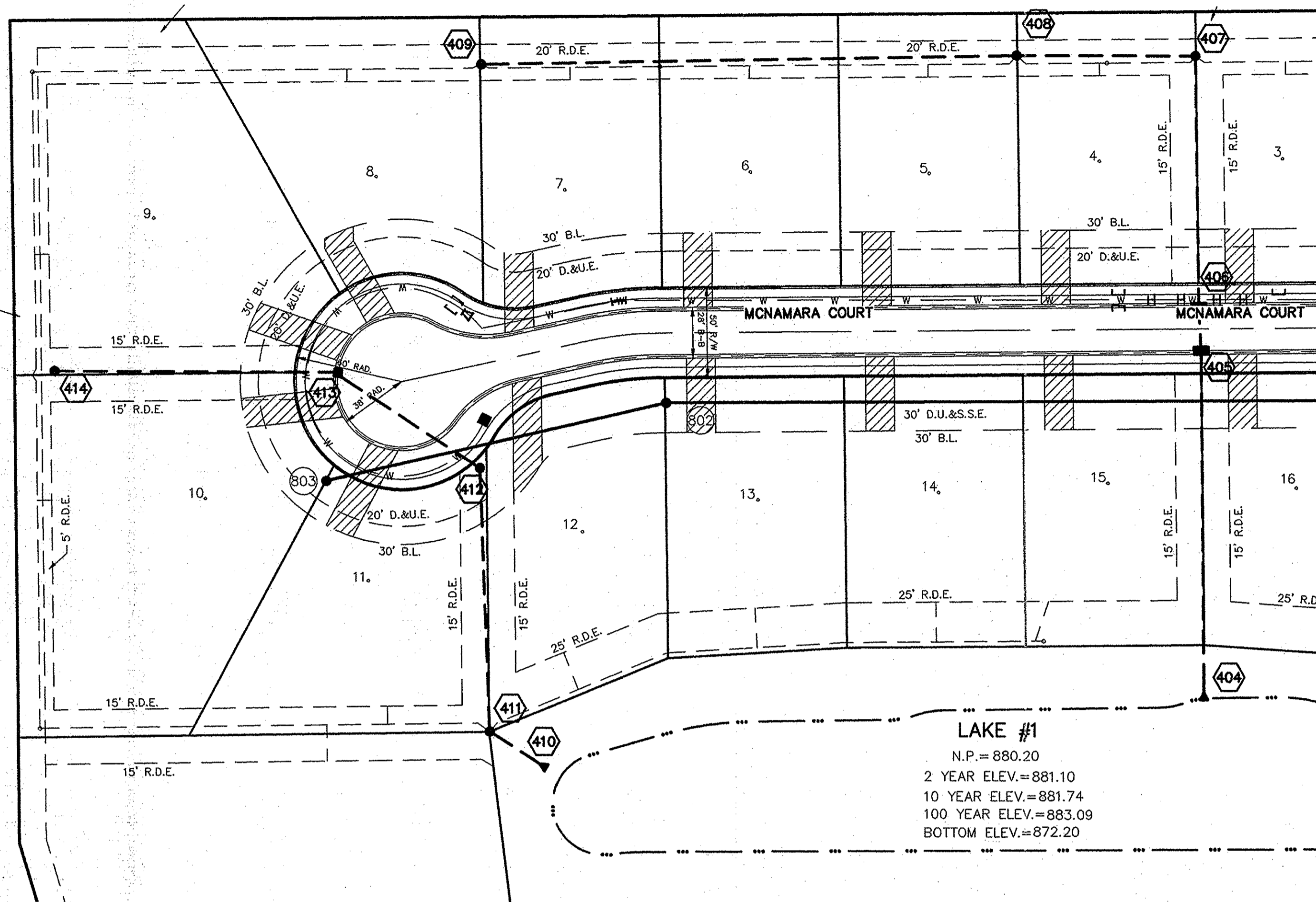
DATE	MARK	REVISIONS
02/04/15	ASBUILT	REVISED PER TAC COMMENTS
06/14/14	CRG	KRG
	BY	

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY. A FIELD REPORT OR A SURVEYOR LOCATION REPORT IS REQUIRED.
CERTIFIED: 05/02/2014

STOEPPELWERTH
ALWAYS ON
7945 East 106th Street, Fishers, IN 46038-2505
phone: 317.846.5985 fax: 317.846.5942

STORM SEWER PLAN & PROFILES
VILLAGE FARMS
SECTION 19
WESTFIELD, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

DRAWN BY: KJUM
CHECKED BY: BKR
SHEET NO. C600
S & A JOB NO. 67846PLA-S1



LAKE #1
 N.P. = 880.20
 2 YEAR ELEV. = 881.10
 10 YEAR ELEV. = 881.74
 100 YEAR ELEV. = 883.09
 BOTTOM ELEV. = 872.20

DENOTES FULL DEPTH GRANULAR BACKFILL

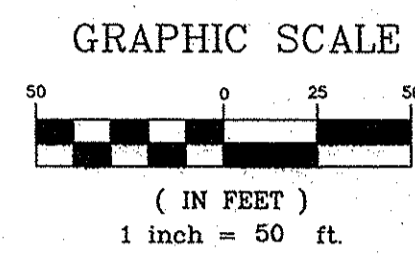
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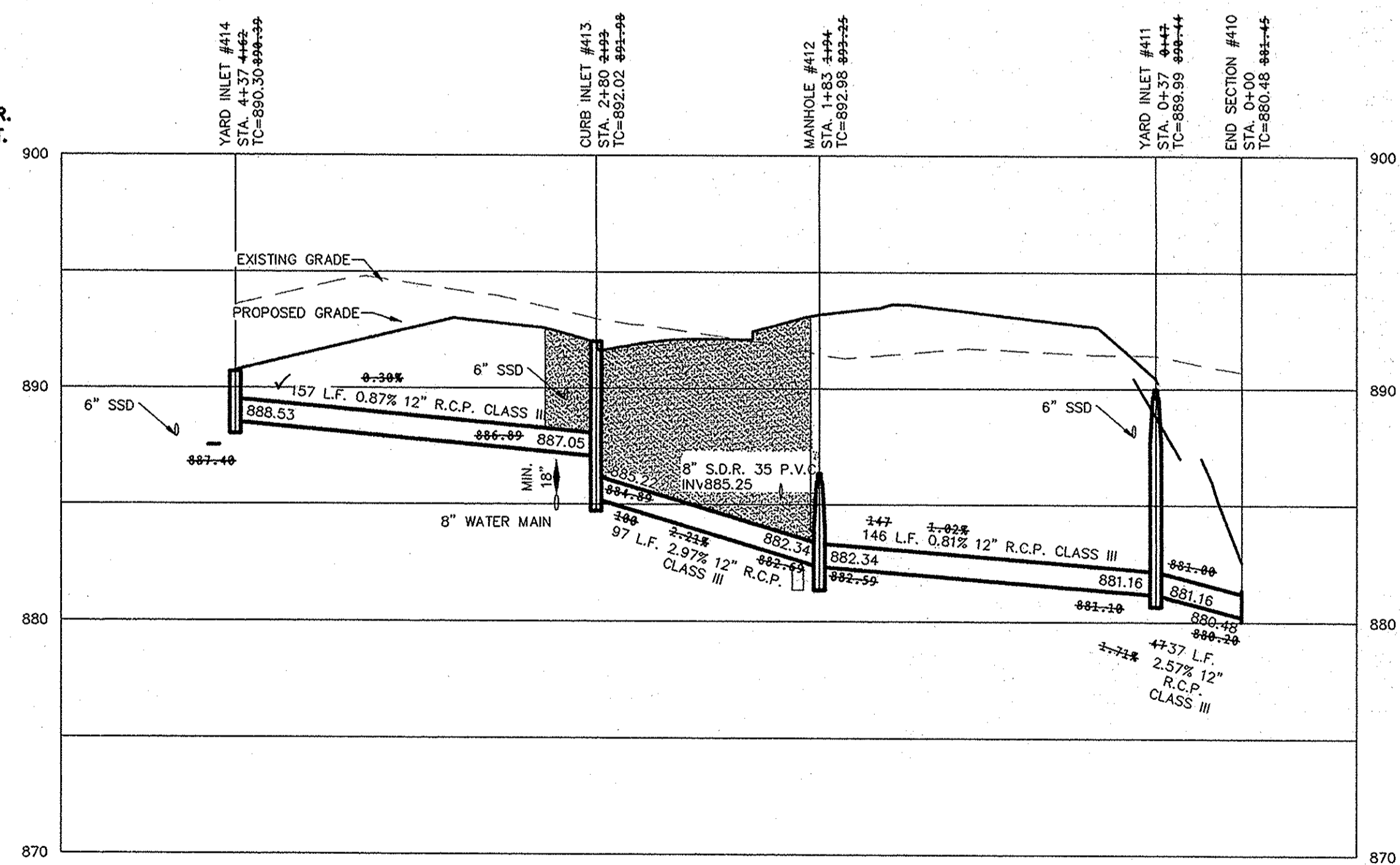
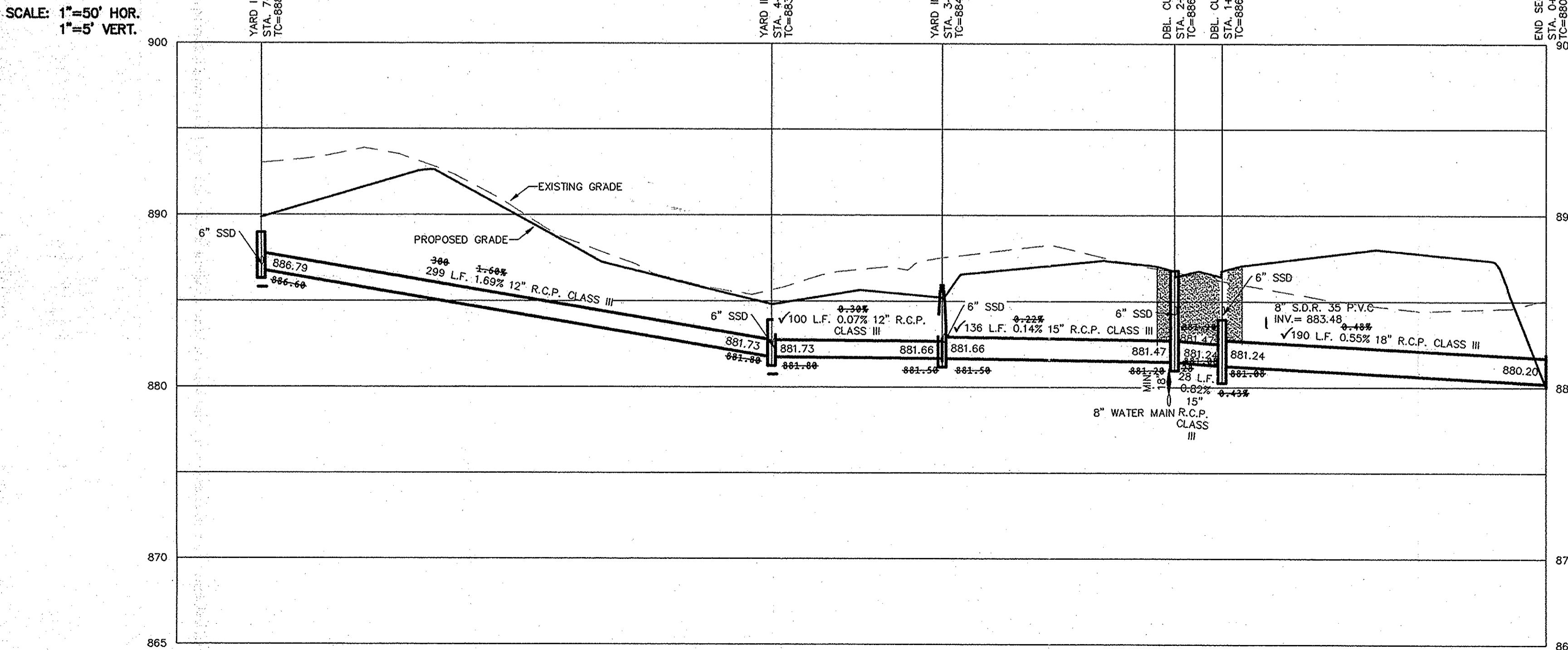
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RECORD DRAWING

D.D.O. 5/8/2015
 DENNIS D. OLMSTEAD
 Registered Land Surveyor
 No. 900012

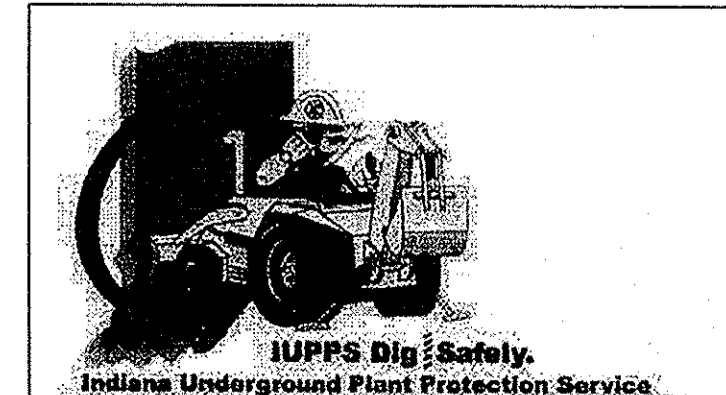


STR.#	TYPE	T.C.	CASTING TYPE	DIAMETER IN	DIRECTION IN	INV. IN	DIAMETER OUT	DIRECTION OUT	INV. OUT	SLOPE
400	OUTLET CONTROL	888.96	SEE DETAIL				12	E	880.63	1.58%
401	MANHOLE	884.06	R-1772	12	W	877.53	12	N	876.64	0.36%
402	YARD INLET	880.96	R-4342	12	S	875.26	12	N	874.63	0.59%
403	END SECTION			12	S	873.94				
404	END SECTION			18	N	880.20				
405	DBL CURB INLET	883.95	R-3501-TR-TL	15	W	881.24	18	S	881.24	0.54%
406	DBL CURB INLET	886.78	R-3501-TR-TL	15	N	881.47	15	S	881.47	0.82%
407	YARD INLET	885.93	R-4342	12	W	881.73	15	S	881.66	0.14%
408	YARD INLET	883.90	R-4342	12	W	881.73	12	E	881.73	0.07%
409	YARD INLET	888.96	R-4342	12	E	886.79	12	E	886.79	1.69%
415	CURB-INLET	885.63	R-3501-L2	12	N	881.81	12	N	881.81	2.11%
416	CURB-INLET	884.37	R-3501-L2	12	S	880.45	12	W	880.35	0.30%
417	MANHOLE	886.54	R-1772	12	E	880.17	12	N	875.90	0.37%



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

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 Entry Date: Dec 2015
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STOEPPELWERTH
 A L WAYS ON
 795 East 10th Street, Fishers, IN 46038-2905
 phone: 317.893.5925 fax: 317.893.5942

WESTFIELD, WASHINGTON TOWNSHIP HAMILTON COUNTY, INDIANA

STORM SEWER PLAN & PROFILES
VILLAGE FARMS
SECTION 19

DRAWN BY: KJJM CHECKED BY: BKR
 SHEET NO. **C601**
 S & A JOB NO. 67846PLA-S1

THIS DRAWING IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE THAN THE ORIGINAL BOUNDARY SURVEY ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.
 CERTIFIED: 05/02/2014
David J. Stoppelwerth