

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

October 3, 2013

To: Hamilton County Drainage Board

Re: Cool Creek Drain, Weas Engineering Arm

Attached is a petition filed by HADAH II, LLC, along with a non-enforcement request, plans, calculations, and quantity summary for the Weas Engineering 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:

18" RCP 401 ft.

The total length of the drain will be 401 feet.

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

Agent: Liberty Mutual Insurance Company
Date: September 12, 2013
Number: 268004581
For: Storm Sewer from Str. 611 to 613
Amount: \$18,630.00

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 across parcel 09-09-01-00-02-003.000, owned by Ego Enterprises, LLC, shall be the 30 foot Regulated Drain Easement (R.D.E.) as shown on the secondary plat for First Amendment to the Secondary Plat of Custom Commerce Park, as recorded in the office of the Hamilton County Recorder in Plat Cabinet 4, Slide 678. The easement across the Right of Way of the Monon Trail and parcel 09-09-01-00-01-006.000, owned by the City of Westfield, falls within the 75 foot statutory easement of the Anna Kendall Arm, per I.C. 36-9-27-33 and as shown on the secondary plat for First Amendment to the Secondary Plat of Custom Commerce Park, as recorded in the office of the Hamilton County Recorder in Plat Cabinet 4, Slide 678.

I recommend that upon approval of the above proposed drain that the Board also approve the attached non-enforcement request. The request will be for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for Replat of Lot 4 of the First Amendment of the Secondary Plat of Custom Commerce Park as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for November 25, 2013.



Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

To: Hamilton County Drainage Board

Date: 8/5/13

Re: Anna Kendall Drain

HADAH II, LLC (Here-in-after "Petitioner"),


hereby petitions the Hamilton County Drainage Board under IC 36-9-27-66 for an arm to be installed to the Anna Kendall Drain Drain in order to serve the property of the

petitioner. The petitioner, in support of said petition, advises the Board that:

1. The Anna Kendall Drain Drain is presently on a maintenance program and that land of the petitioner is assessed as benefited by the maintenance of the regulated drain
2. There is no known adequate open or tiled drain connecting the land of the petitioner with the regulated drain;
3. The waters from the petitioners land flow over or through land owned by others to reach the regulated drain;
4. The legal description of lands through which the new regulated drain will run along with the parcel numbers, name and address of each owner of that land is shown on Exhibit "A" which is attached;
5. The general route of the proposed new regulated drain and method of construction is shown on Exhibit "B" which is attached.
6. Petitioner agrees to pay all legal and construction costs involved with the construction of the proposed new regulated drain.

Signed

Printed



W. ANDREW WEAS, JR.

FILED

AUG 16 2013

OFFICE OF HAMILTON COUNTY SURVEYOR

Adobe PDF Fillable Form



Pepper Construction Company
 Job #: 22274
 Rev #: 03 Dated: 08/01/2013
 Desc: GMP Contract Estimate

WEAS Engineering

WEAS Engineering BTS

August 15, 2013
 16:04

Data Includes:
 Phase(s): AAA

Scope Alternate Detail Report

S.A. #	Owners Ref #	Description	Status	Cost Event #
0		Breakout Costs - MH613 to MH611	Not Submitted	00058

Cost Code	Description	Qty	U/M	Total	Vendor Name	Cost Code Comments
Phase AAA General Construction						
0275	027500 Site Utilities	1.00	LS	15,525		
			Subtotal	15,525		
			Phase AAA Total	\$15,525		

C.E. Comments: This scope alternate represents the break-out (or standalone costs) related to the cost of installing structures and related piping from MH613 to MH611.

This cost has been prepared as required to issue a performance bond for tie-in work related to the Anna Kendall Drain - Custom Commerce Park - Weas Engineering Arm.

Kevin Stafford
 M: 317.557.8333

FILED

AUG 16 2013

OFFICE OF HAMILTON COUNTY SURVEYOR



HCDB-2013-00050

SUBDIVISION BOND

Bond No.: 268004581

Principal Amount: \$18,630.00

KNOW ALL MEN BY THESE PRESENTS, that we Pepper Construction Company of Indiana, LLC as Principal, and Liberty Mutual Insurance Company an MA Corporation, as Surety, are held and firmly bound onto Hamilton County Board of Commissioners, One Hamilton County Square, Noblesville, IN. 46060, as Obligees, in the penal sum of Eighteen Thousand Six Hundred Thirty and 00/100 (\$18,630.00) lawful money of the United States of America, for the payment of which will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Pepper Construction Company of Indiana, LLC has agreed to construct in Custom Commerce Park, in Hamilton County, IN the following improvements:
Site Utilities - Weas Engineering
Anna Kendall Drain - Installing Structures and Related Piping from MH613 to MH611

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvement herein described, and shall save the Obligees harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect until released by the Obligees, and the Surety, upon receipt of a resolution of the Obligees indicating that the improvements have not been installed or completed per the requirement of the Obligees, will complete the improvements or pay to the Obligees such amount up to the Principal amount of this bond which will allow the Obligees to complete the improvements.

Upon approval by the Obligees, this instrument may be proportionately reduced as the public improvements are completed, but only by doing a rider to this original bond.

Signed, sealed and dated, this 12th day of September, 2013.

Pepper Construction Company of Indiana, LLC
1850 West 15th Street, Indianapolis, IN 46202
Principal

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
Surety

By: Michael McCann

By: Susan Lupski

Name and Title: Michael McCann SRVP

Name and Title: Susan Lupski, Attorney-In-Fact

ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

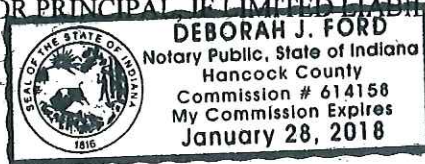


STATE OF} SS
COUNTY OF.....}

On this..... day of....., before me personally appeared to be known, who, being by me duly sworn, did depose and say; that he/she resides at, that he/she is the of the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

ACKNOWLEDGEMENT FOR PRINCIPAL IF LIMITED LIABILITY COMPANY

STATE OF} SS
COUNTY OF.....}



On this September 12, 2013 day of before me personally appeared Mike McCann to me known and known to me to be the Sr. VP of Pepper Construction Company, a Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company.

[Handwritten signature]
Deborah J. Ford

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York.....} SS
COUNTY OF Nassau.....}

On this September 12, 2013, before me personally came..... Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York..... at he/she is the Attorney-In-Fact of the Liberty Mutual Insurance Company..... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Liberty Mutual Insurance Company..... (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

[Handwritten signature]
Notary Public

NY acknowledgment

JACQUELINE McNEIL
Notary Public, State of New York
No. 01MC6156390
Qualified in Nassau County
Term Expires November 27, 2014

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6132076

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company



POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; George O. Brewster; Gerard S. Macholz; Lee Ferrucci; Peter F. Jones; Rita Sagistano; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh; Virginia M. Lovett

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of May, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 _____ day of _____, 20_____.



By: David M. Carey
David M. Carey, Assistant Secretary

SEP 12 2013

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 903,711,694	Unearned Premiums.....	\$4,205,141,671
*Bonds — U.S Government.....	1,166,929,471	Reserve for Claims and Claims Expense.....	17,056,420,207
*Other Bonds.....	11,415,194,219	Funds Held Under Reinsurance Treaties.....	1,315,062,091
*Stocks.....	8,104,853,899	Reserve for Dividends to Policyholders.....	2,455,411
Real Estate.....	255,967,320	Additional Statutory Reserve.....	49,768,998
Agents' Balances or Uncollected Premiums.....	3,482,069,753	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	144,016,763	Other Liabilities.....	<u>3,066,051,537</u>
Other Admitted Assets.....	<u>14,732,623,458</u>	Total	\$25,694,899,915
		Special Surplus Funds.....	\$604,621,497
Total Admitted Assets.....	<u>\$40,205,366,577</u>	Capital Stock.....	10,000,000
		Paid in Surplus.....	7,899,471,886
		Unassigned Surplus.....	5,996,373,279
		Surplus to Policyholders	<u>14,510,466,662</u>
		Total Liabilities and Surplus	<u>\$40,205,366,577</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

T. Mikolajewski

Assistant Secretary

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
Cool Creek Drain, Weas Engineering Arm

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the **Cool Creek Drain, Weas Engineering Arm** came before the Hamilton County Drainage Board for hearing **on November 25, 2013**, on the Reconstruction Report consisting of the report and the Schedule of Damages and Assessments. The Board also received and considered the written objection of an owner of certain lands affected by the proposed Reconstruction, said owner being:

Evidence was heard on the Reconstruction Report and on the aforementioned objections.

The Board, having considered the evidence and objections, and, upon motion duly made, seconded and unanimously carried, did find and determine that the costs, damages and expenses of the proposed Reconstruction will be less than the benefits accruing to the owners of all land benefited by the Reconstruction.

The Board having considered the evidence and objections, upon motion duly made, seconded and unanimously carried, did adopt the Schedule of Assessments as proposed, subject to amendment after inspection of the subject drain as it relates to the lands of any owners which may have been erroneously included or omitted from the Schedule of Assessments.

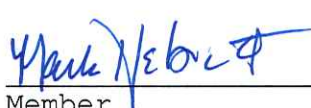
The Board further finds that it has jurisdiction of these proceedings and that all required notices have been duly given or published as required by law.

Wherefore, it is ORDERED, that the proposed Reconstruction of the **Cool Creek Drain, Weas Engineering Arm** be and is hereby declared established.

Thereafter, the Board made inspection for the purpose of determining whether or not the lands of any owners had been erroneously included or excluded from the Schedule of Assessments. The Board finds on the basis of the reports and findings at this hearing as follows:

HAMILTON COUNTY DRAINAGE BOARD


PRESIDENT



Member

Member

ATTEST: 
Executive Secretary

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

Cool Creek Drain, Weas Engineering Arm

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board concerning the reconstruction of the **Cool Creek Drain, Weas Engineering Arm** on **November 25, 2013** at **9:05 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana. Construction and maintenance reports of the Surveyor and the Schedule of Assessments proposed 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

STATE OF INDIANA)
) SS BEFORE THE HAMILTON
)
COUNTY OF HAMILTON) DRAINAGE BOARD

IN THE MATTER OF **Cool Creek Drain, Weas Engineering Arm**

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting **November 25, 2013** adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Christine Altman
PRESIDENT

ATTEST: Lynette Mosbaugh
SECRETARY