

SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Tax (317) 776-9628

Suite 188

*One Hamilton County Square
Noblesville, Indiana 46060-2230*

June 23, 2003

To: Hamilton County Drainage Board

Re: Crooked Creek Drain, Commerce Drive Extension Arm

Attached is a petition filed by 421 Realty, Inc. along with a non-enforcement request, plans, calculations, quantity summary and assessment roll for the Commerce Drive Extension Arm, Crooked Creek Drain to be located in Clay 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" PVC 65 ft 12" RCP 130 ft

The total length of the drain will be 195 feet.

The petitioner has submitted surety for the proposed drain at this time. Surety shall be submitted prior to the approval of the Hamilton County Board of Commissioners/commencement of construction. The sureties, which are in the form of a Performance Bond/Letter of Credit are as follows:

Agent: Bond Safeguard Insurance Company

Date: May 15, 2003

Number: 5003798


For: Storm Sewer

Amount: \$17,500.00

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.

I recommend that upon approval of the above-proposed drain that the Board also approve the attached non-enforcement request.

I recommend the Board set a hearing for this proposed drain for July 28, 2003.



Kenton C. Ward
Hamilton County Surveyor

KCW/llm

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN RE: _____)
Hamilton County, Indiana)

PETITION FOR RELOCATION AND RECONSTRUCTION

DUKE CONSTRUCTION, L.P. (hereinafter "Petitioner"),

hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a section of the COMMERCE DRIVE EXTENSION OF THE Drain, and in support of CROOKED CREEK REGULATED said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the COMMERCE DRIVE EXTENSION OF THE CROOKED CREEK REGULATED 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 COMMERCE DRIVE EXTENSION Drain, as OF THE CROOKED CREEK REGULATED 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 COMMERCE DRIVE EXTENSION Drain, without cost to other property owners OF THE CROOKED CREEK REGULATED on the watershed of the COMMERCE DRIVE EXTENSION Drain. OF THE CROOKED CREEK REGULATED
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 COMMERCE DRIVE EXTENSION OF THE CROOKED CREEK REGULATED Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.

Cynthia J. Schenbre
Signed
Cynthia J. Schenbre
Printed

Performance Bond

Bond No. 5003798

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

CONTRACTOR (Name and Address):

The Sullivan Corporation
15299 Stony Creek Way
Noblesville, IN 46060

SURETY (Name and Principal Place of Business):

Bond Safeguard Insurance Company
1919 S. Highland Ave., Bldg. A, Suite 300
Lombard, IL 60148

OWNER (Name and Address):

Hamilton County Board of Commissioners
1717 E. Pleasant Street
Noblesville, IN 46060

CONSTRUCTION CONTRACT

Date: May 15, 2003

Amount: Seventeen Thousand, Five Hundred and 00/100 Dollars (\$17,500.00)

Description (Name and Location): Storm Sewer Systems on the Proposed Commerce Drive Extension

BOND

Date (Not earlier than Construction Contract Date): May 15, 2003

Amount: Seventeen Thousand, Five Hundred and 00/100 Dollars (\$17,500.00)

Modifications to this Bond:

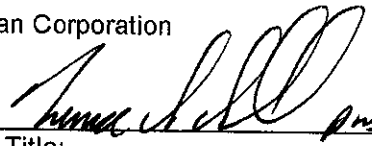
None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)


The Sullivan Corporation

Signature: 
Name and Title: _____

SURETY

Company: _____ (Corporate Seal)

Bond Safeguard Insurance Company

Signature: 
Name and Title: Liana M. Shelton, Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Pillar Group
P. O. Box 40309
Indianapolis, IN 46240
317-251-7100

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

The Language in this document conforms exactly to the language used in AIA Document A312, December, 1984 edition, Third Printing, March, 1987.

- 1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 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, tender payment therefor to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 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.

9 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 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.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(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: _____

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

Philip R. Peterson, Daniel T. Touw

Stuart Peterson, Donald C. Arbogast Jr., Liana M. Shelton, Norma J. Lerch

its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.


Janet L. Coppock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 15th Day of May, 20 03



Donald D. Buchanan
Secretary

Payment Bond

Bond No. 50037898

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

CONTRACTOR (Name and Address):

The Sullivan Corporation
15299 Stony Creek Way
Noblesville, IN 46060

SURETY (Name and Principal Place of Business):

Bond Safeguard Insurance Company
1919 S. Highland Ave., Bldg, A, Suite 300
Lombard, IL 60148

OWNER (Name and Address):

Hamilton County Board of Commissioners
1717 E. Pleasant Street
Noblesville, IN 46060

CONSTRUCTION CONTRACT

Date: May 15, 2003

Amount: Seventeen Thousand, Five Hundred and 00/100 Dollars (\$17,500.00)

Description (Name and Location): Storm Sewer Systems on the Proposed Commerce Drive Extension

BOND

Date (Not earlier than Construction Contract Date): May 15, 2003

Amount: Seventeen Thousand, Five Hundred and 00/100 Dollars (\$17,500.00)

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

The Sullivan Corporation

SURETY

Company: (Corporate Seal)

Bond Safeguard Insurance Company

Signature: 

Name and Title:

Signature: 

Name and Title: Liana M. Shelton, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Pillar Group
P. O. Box 40309
Indianapolis, IN 46240
317-251-7100

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

The Language in this document conforms exactly to the language used in AIA Document A312, December, 1984 edition, Third Printing, March, 1987.

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the

Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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:

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

Philip R. Peterson, Daniel T. Touw

Stuart Peterson, Donald C. Arbogast Jr., Liana M. Shelton, Norma J. Lerch

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

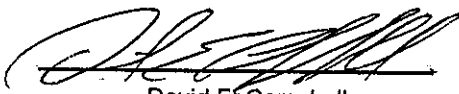
Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



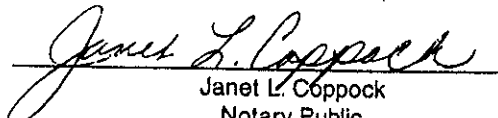
BOND SAFEGUARD INSURANCE COMPANY

BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.





Janet L. Coppock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 15th Day of May, 2003




Donald D. Buchanan
Secretary

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Commerce Drive Road Extension
SE corner of 106th Street and Michigan Road

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.

Signature:  Date: 12/06/04

Type or Print Name: Michael T. Latz

Business Address: 7260 Shadeland Station

Indianapolis, IN 46256

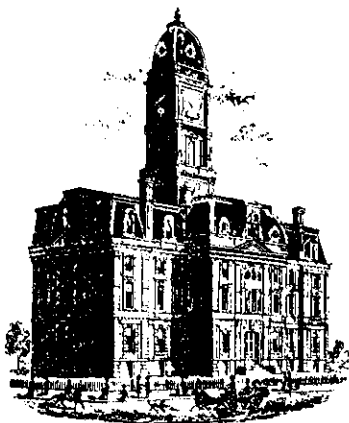
Telephone Number: (317) 547-5580

SEAL



INDIANA REGISTRATION NUMBER

10200366



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

September 23, 2004

Re: Crooked Creek Drain: Commerce Drive Ext.

Attached are as-builts, certificate of completion & compliance, and other information for Commerce Drive Ext. 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 June 23, 2003. The report was approved by the Board at the hearing held July 28, 2003. (See Drainage Board Minutes Book 7, Pages 123-124)

The changes are as follows:

Structure:	T.C.:	I.E.:	Pipe:	Length:	Grade:	Original:	Difference:
105	883.1	879.99					
106	883.08	879.9	12	27	0.33		
106	883.08	879.9					
107		877.83	12	97	2.13	103	-6

Note: The 65' of 6" PVC was not installed.

The length of the drain due to the changes described above is now **124 feet**.

The non-enforcement was approved by the Board at its meeting on July 28, 2003. However, no paper work was ever obtained or recorded. At this time a non-enforcement is not necessary due to the fact that the drain resides in road right of way and in the Common Area for Ashbrooke Section 3.

The following sureties were guaranteed by Bond Safeguard and released by the Board on its August 23, 2004 meeting.

Bond-LC No: 50003798

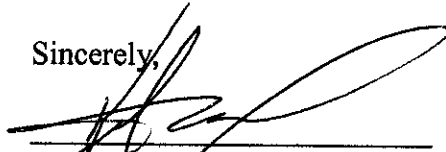
Insured For: Storm Sewers

Amount: \$17,500

Issue Date: May 15, 2003

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

Sincerely,



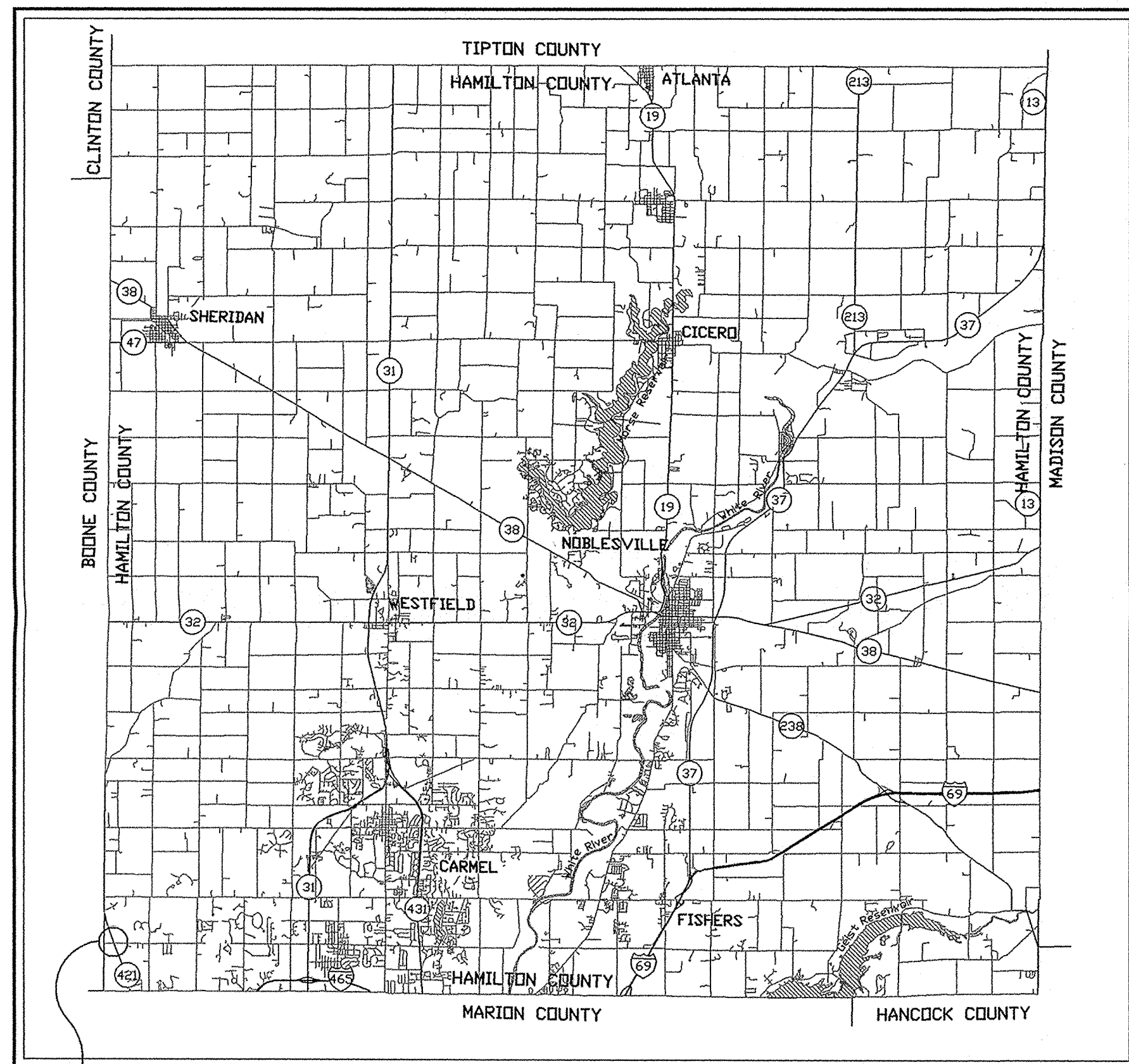
Kenton C. Ward,
Hamilton County Surveyor

KCW/slm

INFRASTRUCTURE PLANS

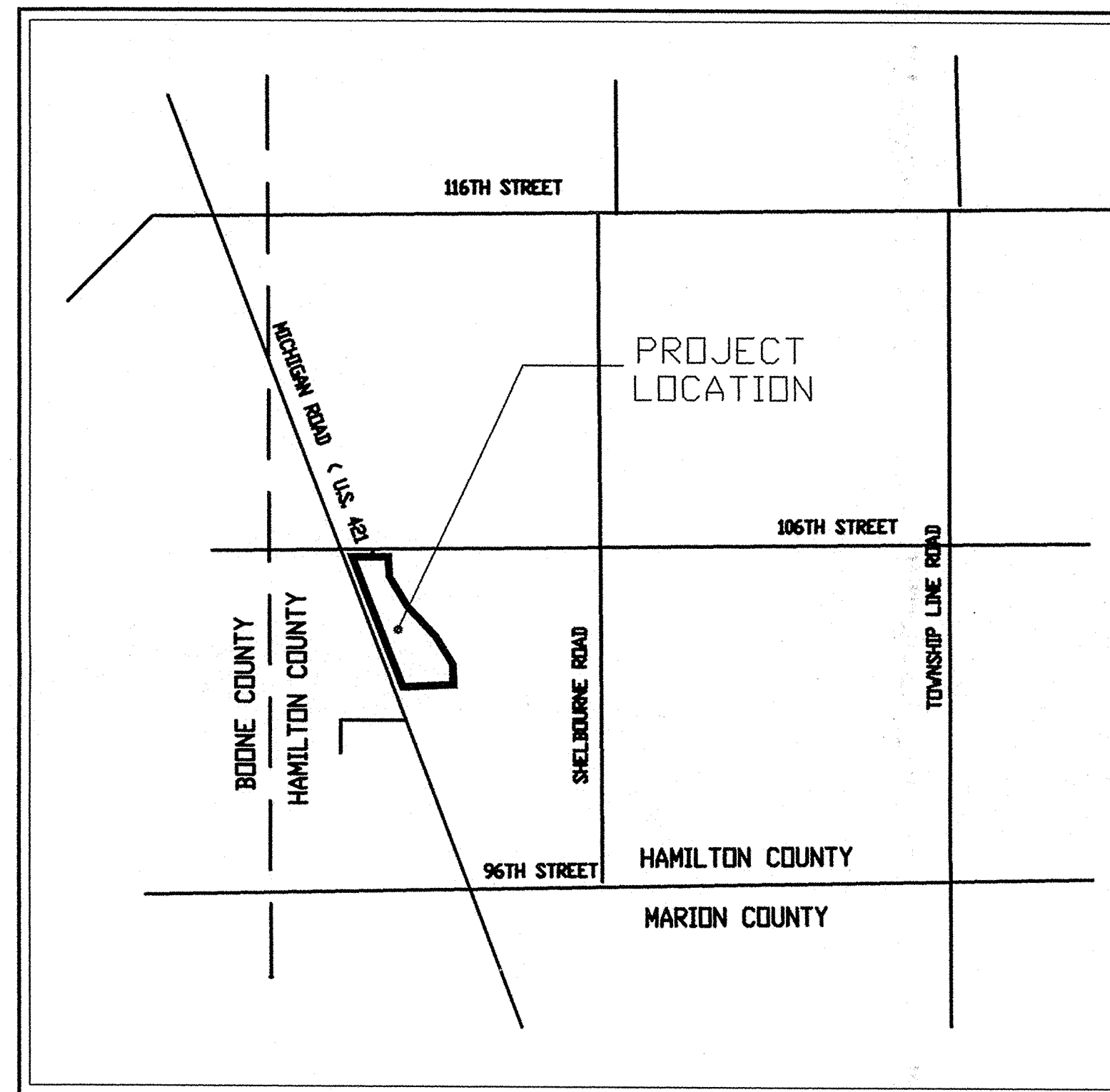
FOR

WEST CARMEL CENTER U.S. 421 & 106th STREET CARMEL, INDIANA



PROJECT LOCATION

LOCATION MAP
NOT TO SCALE

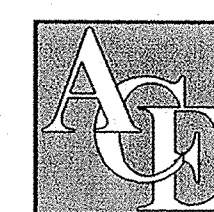


VICINITY MAP
NOT TO SCALE

INDEX	
DESCRIPTION	SHEET No.
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SANITARY PLAN & PROFILE - RUN "BB"	SN.2
SANITARY PLAN & PROFILE - RUN "CC"	SN.3
SANITARY SPECIFICATIONS / DETAILS	SN.4
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WATER MAIN PLAN (NORTH)	WT.2
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CULVERT CROSSING / PLAN & PROFILE (NOT INCLUDED)	C.1
COMMERCE DRIVE / ROAD PLAN & PROFILE	R.1
PAVEMENT MARKING & SIGNAGE PLAN	R.2
HAMILTON COUNTY DETAILS	R.3

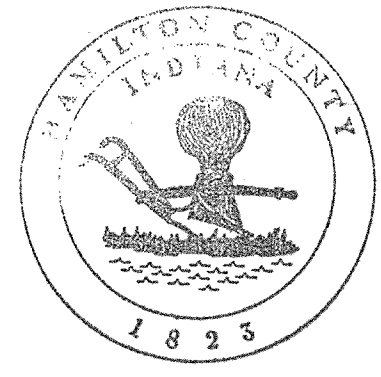
PLAN DATE: SANITARY SEWER 12/23/02
 WATER MAIN 01/27/03
 ROAD 01/31/03
 ISSUE FOR CONSTRUCTION 03/21/03

PLANS PREPARED FOR:
421 REALTY, INC.
 8463 CASTLEWOOD DRIVE
 INDIANAPOLIS, INDIANA 46250



PLANS PREPARED BY:
AMERICAN CONSULTING, INC.
 Architects
 Consultants
 Engineers
 7260 SHADELAND STATION
 INDIANAPOLIS, IN 46256-3917
 (317) 547-5580 FAX: (317) 543-0270
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AS - BUILT



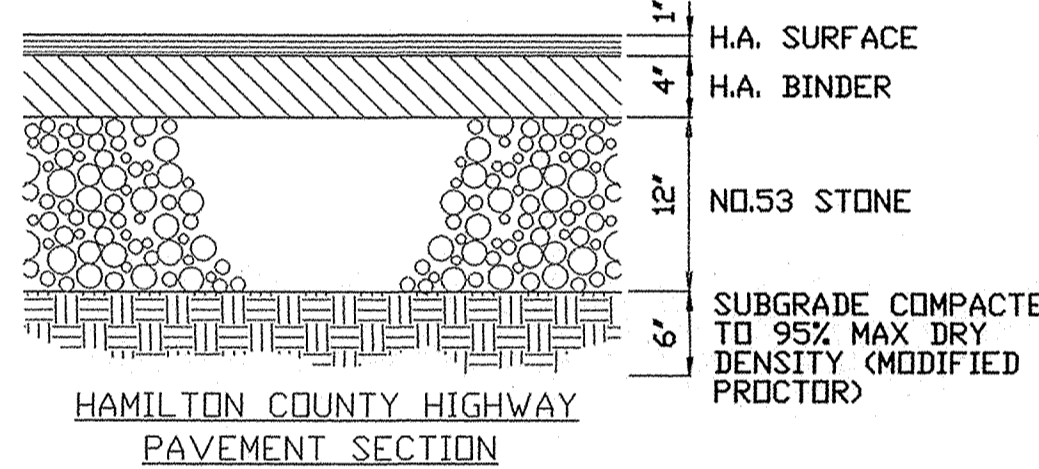
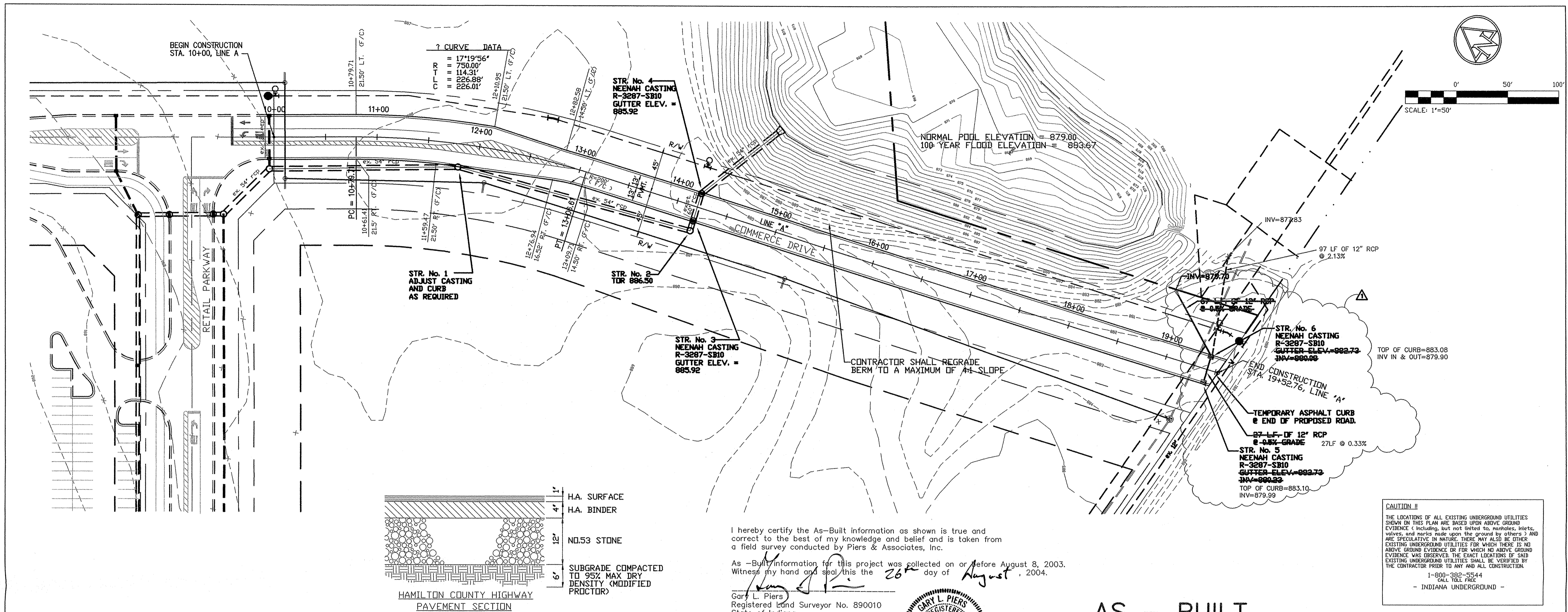
This information was gathered for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.

Entry Date: 9-23-2004

Entered by: SM

MICHAEL T. LATZ, P.E.

C0.1



I hereby certify the As-Built information as shown is true and correct to the best of my knowledge and belief and is taken from a field survey conducted by Piers & Associates, Inc.

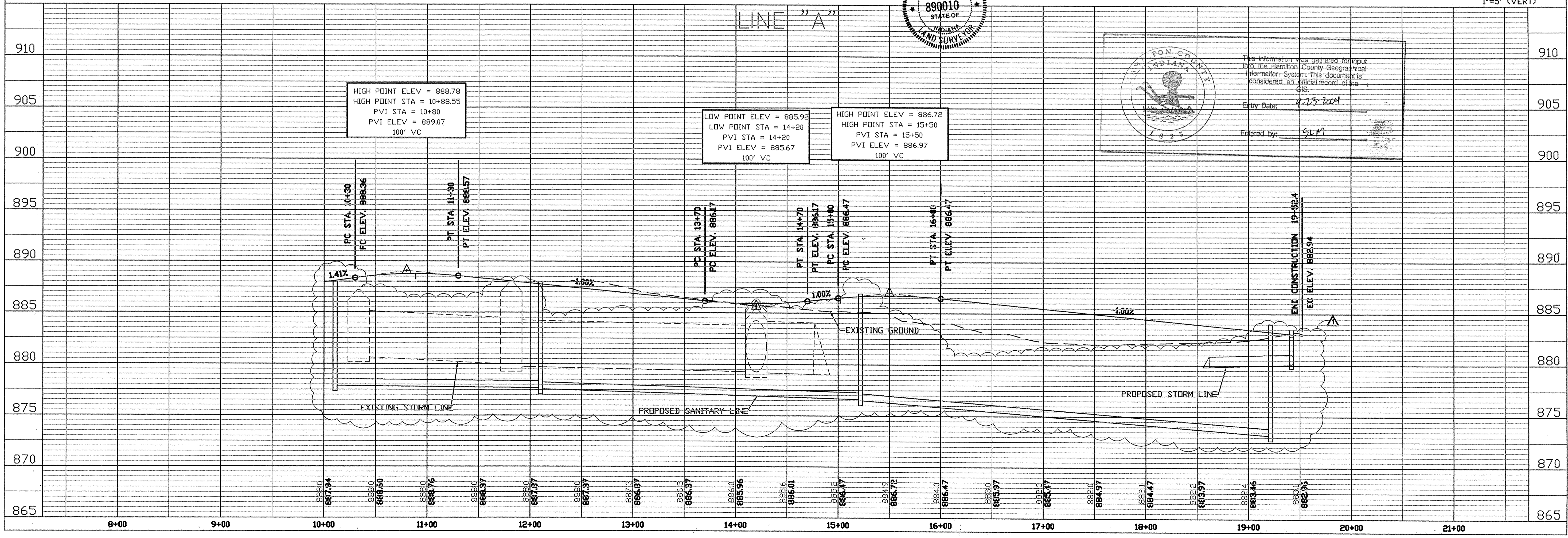
As-Built information for this project was collected on or before August 8, 2003. Witness my hand and seal this the 26th day of August, 2004.

Gary L. Piers
Registered Land Surveyor No. 890010
State of Indiana

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. THERE 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 -

AS - BUILT



Hamilton County, Indiana
Seal of Hamilton County, Indiana
This information was used for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.
Entry Date: 8/23/2004
Entered by: SLM

421 REALTY, INC
8463 CASTLEWOOD DRIVE
INDIANAPOLIS, INDIANA 46250

AMERICAN CONSULTING, INC.
Architects
4165 MILLERSVILLE ROAD
INDIANAPOLIS, IN 46205-2988
(317) 547-5580 FAX: (317) 543-2000
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CERTIFIED BY

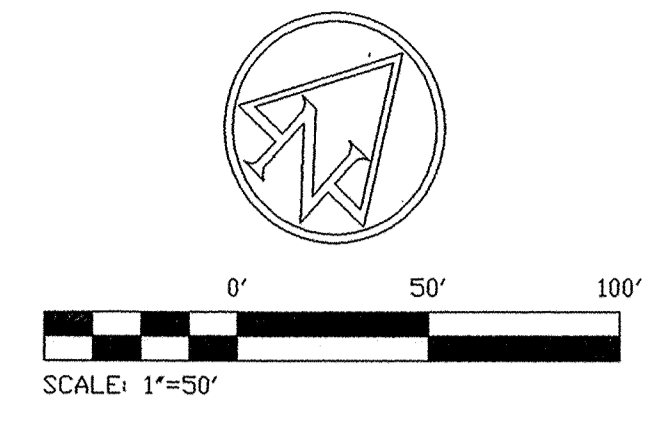
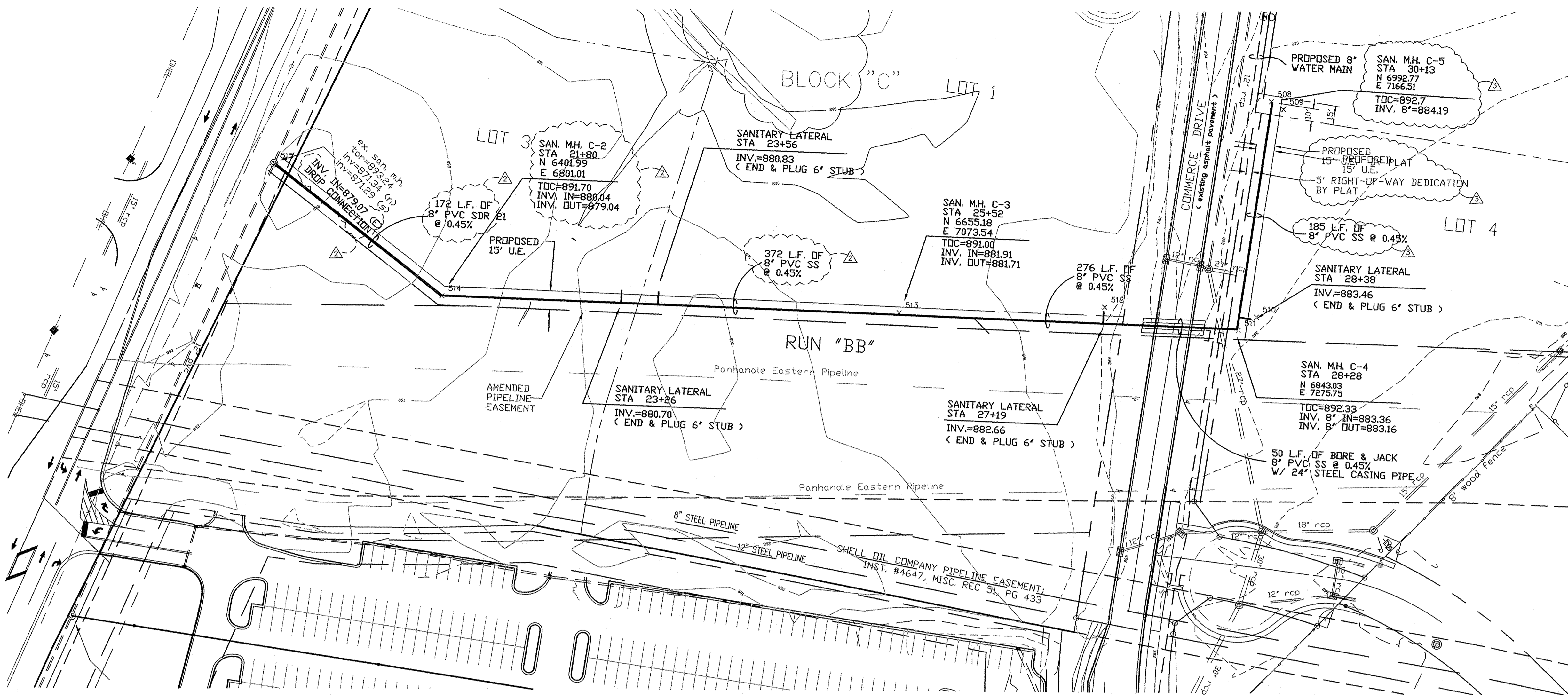
COMMERCIAL DRIVE - ROAD PLAN & PROFILE

WEST CARMEL CENTER
U.S. 421 & 106th STREET
CARMEL INDIANA

DATE: 10/21/02
DRAWN BY: MTL
CHK'D BY: MTL
JOB NO. IN2002-0833

REVISIONS
REVISION NO. 03/21/2003

SHEET NO. R.1 OF

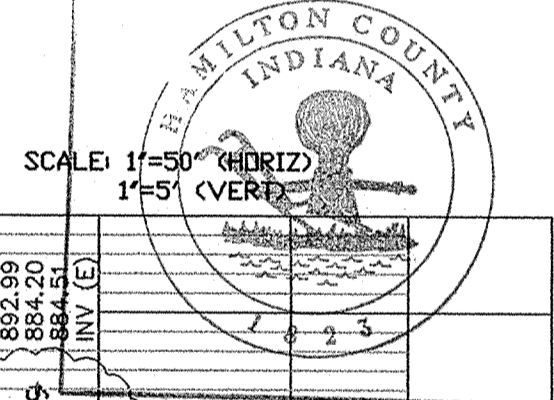
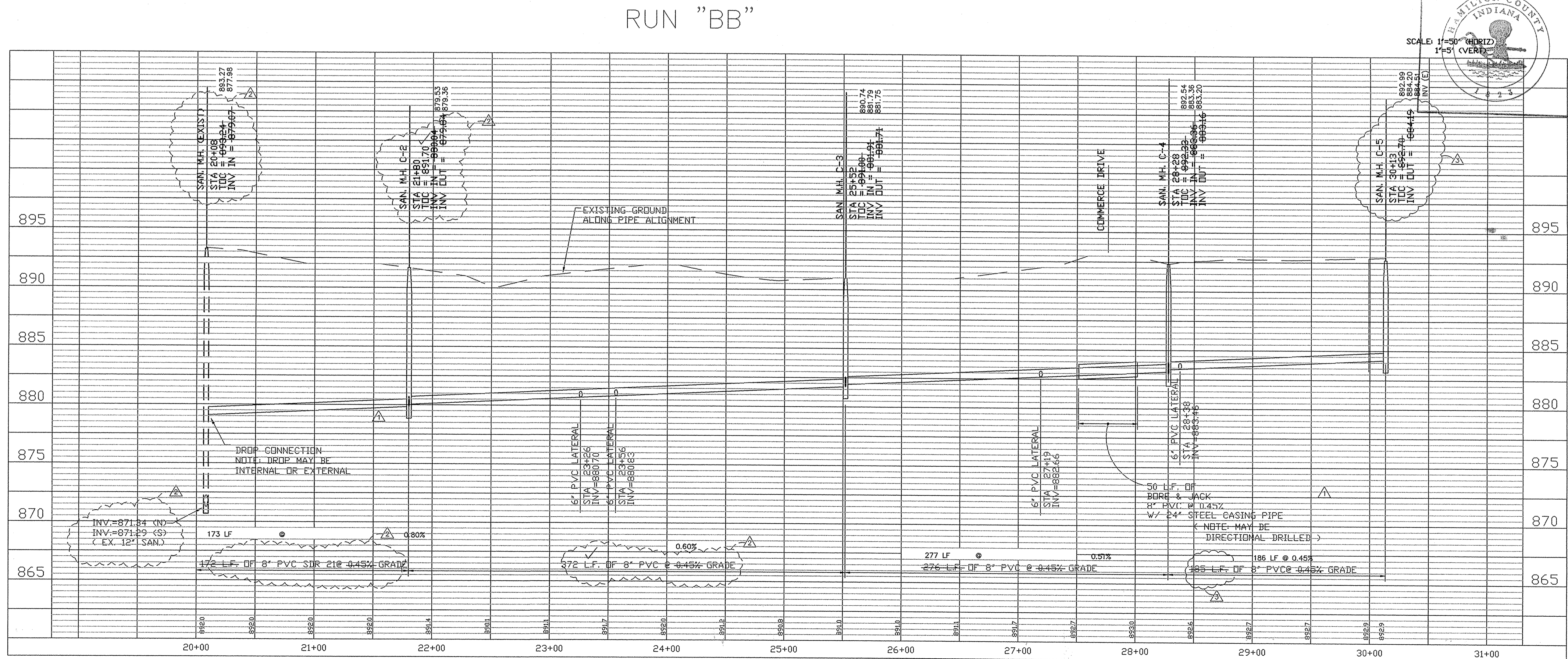


Legend

□	TRAFFIC SENSOR
○	SANITARY MANHOLE
○	SANITARY CLEAN OUT
○	EXISTING CONDUIT
○	POWER POLE
○	TOP OF CASTING
○	BRACE POLE
○	INVERT ELEVATION
○	PLASTIC PIPE
○	CONCRETE PIPE
○	REINFORCED CONCRETE PIPE
○	TELEPHONE MANHOLE
○	TRAFFIC PEDESTAL
○	TRAFFIC POLE
○	TRAFIC PEDESTAL
○	TRAFIC POLE
○	BURIED WATER LINE
○	BURIED ELECTRIC LINE
○	BURIED GAS LINE
○	BURIED TELEPHONE LINE
○	WATER VALVE
○	INVEREAD ELECTRIC LINE
○	FIRE HYDRANT
○	WATER METER
○	GUY WIRE
○	SIGN

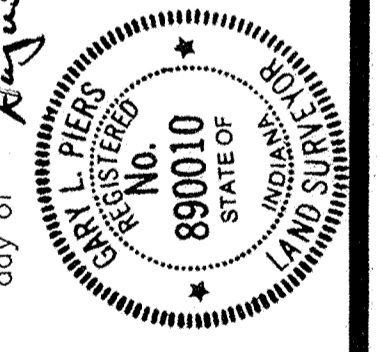
CAUTION !!
 THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES 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 -

NOTES
 1. THIS SEWER IS NOT BEING CONSTRUCTED WITHIN 100 FEET OF ANY UNDERGROUND WATER WELLS



This information was gathered for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.
 Entry Date: 9-23-2004
 Entered by: SLM

I hereby certify the As-Built information as shown is true and correct to the best of my knowledge and belief and is taken from a field survey conducted by Piers & Associates, Inc.
 As-Built information for this project was collected on or before August 8, 2003. Witness my hand and seal this 26th day of August, 2004.



AS - BUILT

SANITARY SEWER PLAN & PROFILE
RUN "BB"
WEST CARMEL CENTER
 U.S. 421 & 106th STREET
 CARMEL INDIANA 46250

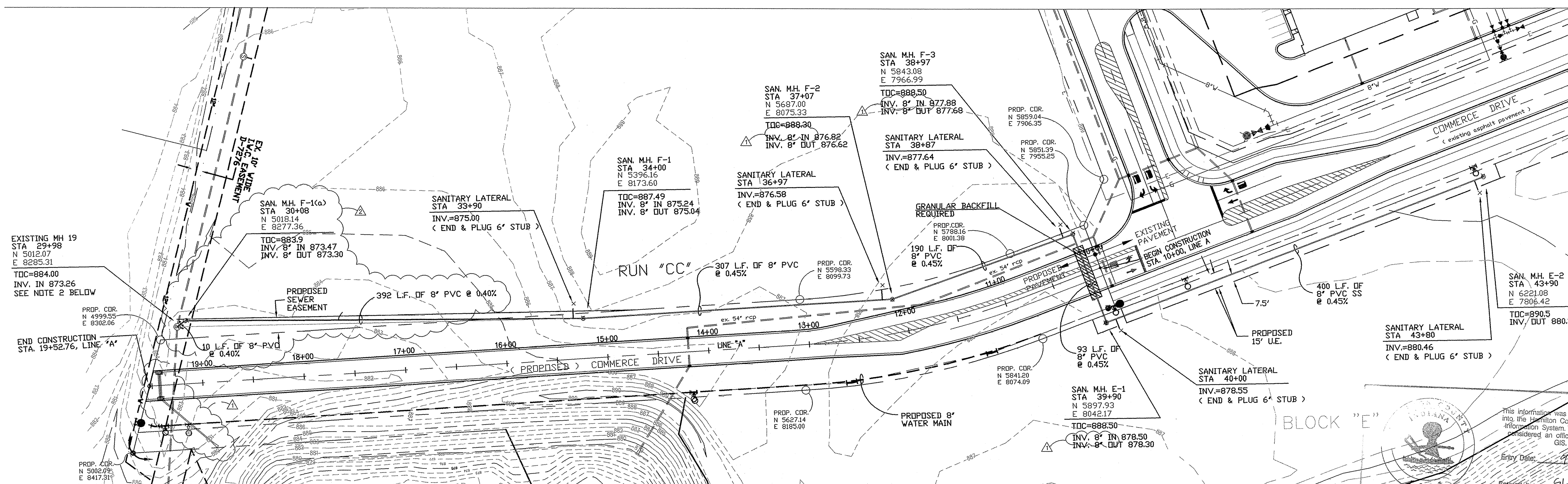
DATE:	10/04/02
DRAWN BY:	JCS
CHK'D BY:	MTL
JOB NO.	IN2002-0833

REVISIONS	
Δ	ADDITIONAL STUDY 03/21/03
Δ	REV TO MTD PLAN 04/06/03
Δ	EXTEND SAN SEWER TO 106th 04/12/03

SHEET NO.
SN.2
 OF



1-800-382-5544
 CALL TOLL FREE



CAUTION !!
 THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN IN 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 -

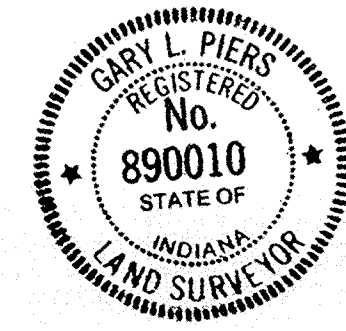
NOTES

- THIS SEWER IS NOT BEING CONSTRUCTED WITHIN 100 FEET OF ANY UNDERGROUND WATER WELLS.
- CONTRACTOR TO FIELD VERIFY IF STUB EXISTS. CONTRACTOR TO CONNECT TO STUB OR CONSTRUCT AN INTERIOR DROP IN THE MANHOLE IF NO STUB EXISTS, SEE DETAIL.

I hereby certify the As-Built information as shown is true and correct to the best of my knowledge and belief and is taken from a field survey conducted by Piers & Associates, Inc.

As -Built information for this project was collected on or before August 8, 2003. Witness my hand and seal this the 26th day of August, 2004.

Gary L. Piers
 Registered Land Surveyor No. 890010
 State of Indiana



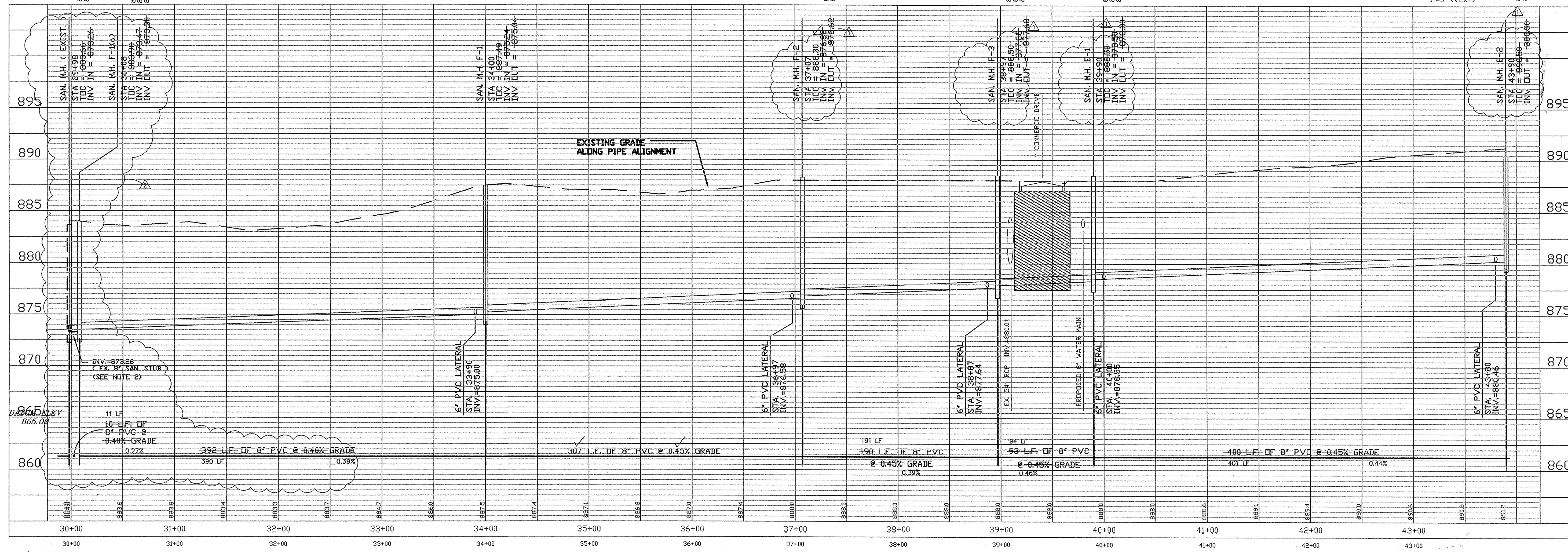
Legend

- Sanitary Manhole
- Sanitary Clean Out
- Power Pole
- Utility Pole
- Brace Pole
- PVC
- Telephone Pedestal
- Light Pole
- Traffic Pedestal
- Traffic Pole
- Traffic Handhole
- Detector Housing
- Water Valve
- Fire Hydrant
- Water Meter
- Gas Valve
- Sign
- Traffic Sensor
- Existing Contour
- Top of Casting
- Invert Elevation
- Plastic Pipe
- Corrugated Metal Pipe
- Reinforced Concrete Pipe
- Buried Water Line
- Buried Electric Line
- Buried Gas Line
- Buried Telephone Line
- Overhead Electric Line
- Overhead Traffic Line



SCALE: 1"=50' (HORIZ)
 1"=5' (VERT)

RUN "CC" AS - BUILT



421 REALTY, INC.
 8463 CASTLEWOOD DRIVE
 INDIANAPOLIS INDIANA 46250

AMERICAN CONSULTING, INC.
 7260 SHADELAND STATION
 INDIANAPOLIS, IN 46256-3917
 Architects
 Consultants
 Engineers
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INDIANA UNDERGROUND

INDIANA

WEST CARMEL CENTER
 U.S. 421 & 106th STREET
 CARMEL INDIANA

DATE: 10/18/02
 DRAWN BY: JCS
 CHK'D BY: MTL
 JOB NO. IN2002-0883

REVISIONS
 JURISDICTIONAL REVIEW 02/21/2003
 REV ALIGNMENT 04/24/03

SHEET NO.
 SN.3
 OF