

*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 8, 2013

To: Hamilton County Drainage Board

Re: Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction

Attached is a petition from Falcon Nest II, LLC, along with plans for the proposed reconstruction and relocation of Arm 1, John Owens Arm, and the main Tunis Garrard Drain. The proposal is to reconstruct and relocate this drain with new pipe to allow for development of the tracts as The Legacy.

### **Arm 1**

The reconstructed drain shall consist of those lengths of pipes between the following structures as shown on sheets C200 and C201 of the plans by Stoepelwerth & Associates, Inc., dated May 23, 2012, and having job number 55115PLA-M2:

The new drain shall begin at a new manhole, Str. 600, set on Arm 1 of the Tunis Garrard Drain at approximately Sta. 29+77. The drain will continue to Str. 601, then 602, then 603, then 101, and end at Str. 100, which is the headwater of the open ditch.

The drain in total will consist of the following lengths:

18" HDPE –	1133 ft.
27" RCP –	147 ft.

The total length of new drain for this arm shall be 1280 feet. The 785 feet of the original drain between Sta. 29+77 and Sta. 36+00 and Sta. 0+00 and Sta. 1+62 of the main Tunis Garrard Drain shall be vacated. This proposal will add 495 feet to this arm of the drains total length.

### **John Owens Arm**

The reconstructed drain shall consist of those lengths of open ditch between the following structures as shown on sheets C200 of the plans by Stoepelwerth & Associates, Inc., dated May 23, 2012, and having job number 55115PLA-M2:

The new drain shall begin at Sta. 18+65, where the original tile was intercepted with an open ditch, where it follows the open channel to Str. 600. This portion of the drain will be further reconstructed in the future, with the extension of Cherry Creek Boulevard.

The drain in total will consist of the following lengths:

Open Ditch – 608 ft.

The total length of new drain shall be 608 feet. The 1497 feet of the original drain between Sta. 18+65 and Sta. 33+62 shall be vacated. This proposal will remove 889 feet from this arm of the drains total length.

The cost of the reconstruction is to be paid by Falcon Nest II, LLC.

The petitioner has provided a Letter of Credit as follows:

Bonding Company: STAR Financial Bank  
Bond Number: 16784753  
Bond Date: July 23, 2012  
Bond Amount: \$56,200.00

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

The easements for this drain shall be 75 feet per half from the centerline of the drain, as per I.C. 36-9-27-33. Partial easement reduction may be requested in the future, as additional sections of Legacy are developed and platted. This will change the easement location on the following parcels:

<u>Parcel</u>	<u>Owner</u>
17-10-23-00-00-001.003	Falcon Nest II LLC
17-10-23-00-03-016.000	Falcon Nest II LLC
17-10-23-00-00-001.002	Conner Prairie Foundation, Inc.
ROW of River Road	City of Carmel

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

Sincerely,



Kenton C. Ward, CFM  
Hamilton County Surveyor

KCW/pll

HAMILTON COUNTY DRAINAGE BOARD  
NOBLESVILLE, INDIANA

IN RE: Tunis Garard Regulated Drain )  
Hamilton County, Indiana )

PETITION FOR RELOCATION AND RECONSTRUCTION

East Carmel LLC (hereinafter "Petitioner"),  
hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a  
section of the Tunis Garard Drain, and in support of  
said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the Tunis Garard  
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 Tunis Garard Drain, as  
specifically shown on engineering plans and specifications filed with the Hamilton  
County Surveyor.
4. The work necessary for the proposed relocation and reconstruction will be undertaken at  
the sole expense of the Petitioner and such work will result in substantial improvement to  
the Tunis Garard Drain, without cost to other property owners  
on the watershed of the Tunis Garard Drain.

WHEREFORE, Petitioner requests that an Order issued from the Hamilton County  
Drainage Board authorizing relocation and reconstruction of the Tunis Garard  
Drain, in conformance with applicable law and plans and specifications on file with the Hamilton  
County Surveyor.

Signed Timothy J. Walter

TIMOTHY J. WALTER OF PLATINUM  
Printed PROPERTIES LLC THE SOLE MEMBER  
OF EAST CARMEL LLC.

HAMILTON COUNTY DRAINAGE BOARD  
NOBLESVILLE, INDIANA

**FILED**

**JUL 18 2012**

OFFICE OF HAMILTON COUNTY SURVEYOR

IN RE: Legacy Master Infrastructure, Phase II )  
Hamilton County, Indiana )


PETITION FOR RELOCATION AND RECONSTRUCTION

Falcon Nest II, LLC (hereinafter "Petitioner"),

hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a section of the Tunis Gerard Regulated Drain, and in support of said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the Tunis Gerard 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 Tunis Gerard Regulated Drain, as specifically shown on engineering plans and specifications filed with the Hamilton County Surveyor.
4. The work necessary for the proposed relocation and reconstruction will be undertaken at the sole expense of the Petitioner and such work will result in substantial improvement to the Tunis Gerard Regulated Drain, without cost to other property owners on the watershed of the Tunis Gerard Regulated Drain.
5. Proposed relocation and reconstruction will not adversely affect other land owners within the drainage shed.
6. Petitioner requests approval of the proposed relocation and reconstruction under IC 36-9-27-52.5.

WHEREFORE, Petitioner requests that an Order issued from the Hamilton County Drainage Board authorizing relocation and reconstruction of the Tunis Gerard Regulated Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.

Signed   
Timothy J. Walter  
Printed \_\_\_\_\_

FINDINGS AND ORDER

CONCERNING THE PARTIAL VACATION OF THE

**Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction**

**John Owens Arm**

**Station 18+65 to Station 33+62**

On this 25<sup>th</sup> day of November, 2013, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the **Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction; John Owens Arm, Station 18+65 to Station 33+62.**

Evidence has been heard. Objections were presented and considered. The Board then adopted an order of action. The Board now finds that the costs of continued maintenance to the portion of the above drain exceed the benefits to the real estate benefited by the portion of the drain to be abandoned and issues this order vacating the above section of the **Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction; John Owens Arm, Station 18+65 to Station 33+62.**

HAMILTON COUNTY DRAINAGE BOARD

\_\_\_\_\_  
President

*Don Adell*

\_\_\_\_\_  
Member

*Mark Johnson*

\_\_\_\_\_  
Member

Attest:

*Lynette Markbough*

FINDINGS AND ORDER

CONCERNING THE PARTIAL VACATION OF THE

**Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction**

**Arm 1**

**Station 29+77 to Station 36+00 and Station 0+00 to Station 1+62**

On this *25<sup>th</sup> day of November, 2013*, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction; Arm 1 between Station 29+77 to Station 36+00 and Station 0+00 to Station 1+62*.

Evidence has been heard. Objections were presented and considered. The Board then adopted an order of action. The Board now finds that the costs of continued maintenance to the portion of the above drain exceed the benefits to the real estate benefited by the portion of the drain to be abandoned and issues this order vacating the above section of the *Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction; Arm 1 between Station 29+77 to Station 36+00 and Station 0+00 to Station 1+62*.

HAMILTON COUNTY DRAINAGE BOARD

\_\_\_\_\_  
President

*Don A. Galt*

\_\_\_\_\_  
Member

*Yvonne J. Galt*  
\_\_\_\_\_  
Member

Attest:

*Stephanie M. Moberg*

STATE OF INDIANA     )  
                              ) ss:  
COUNTY OF HAMILTON )

BEFORE THE HAMILTON COUNTY  
DRAINAGE BOARD  
NOBLESVILLE, INDIANA

IN THE MATTER OF THE  
RECONSTRUCTION OF THE  
***Tunis Garrard Drain, Legacy Master Infrastructure Phase 2  
Reconstruction***

**FINDINGS AND ORDER FOR RECONSTRUCTION**

The matter of the proposed Reconstruction of the ***Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction*** 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 ***Tunis Garrard Drain, Legacy Master Infrastructure Phase 2 Reconstruction*** 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



Date: 5/28/2009

To: Greg Hoyes  
Hamilton County Surveyors Office  
One Hamilton County Square  
Noblesville, IN 46060-2230

From: Tim Walter  
Platinum Properties, LLC  
9757 Westpoint Drive, Suite 600  
Indianapolis, IN 46256

**The Legacy Master Infrastructure Phase 2**


**PROJECT 1**

**Performance Bond Cost Estimate**

Including earthwork and Stormwater Infrastructure in Areas 1, 3, C, D, F & G. Excludes earthwork and stormwater infrastructure in areas 2, 4, A, B and the Stormwater Park Constructed Wetland.

Revised: 5-28-09

Item No.	Item	Unit	Unit Cost	Quantities	Cost
1	Earthwork (Existing Tile Removal)				
	Tile Removal, Cap, Seal and Mark End	LS	\$ 1,000.00	1.00	\$ 1,000
<b>Total</b>					<b>\$ 1,000</b>
2	Erosion Control (Bonded with Carmel)				
	<b>Total</b>				<b>None Required</b>
3	Storm Drainage				
	12" Pipe	LF	\$ 19.00	155	\$ 2,945
	12" End Section	EA	\$ 850.00	2	\$ 1,700
	Rip Rap	LS	\$ 150.00	1	\$ 150
	Backfill	TON	\$ 9.00	650	\$ 5,850
<b>Total</b>					<b>\$ 10,650</b>
<b>Grand Total</b>					<b>\$ 11,650</b>

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





Date: 7/2/2012

To: Greg Hoyes  
Hamilton County Surveyors Office  
One Hamilton County Square  
Noblesville, IN 46060-2230

From: Tim Walter  
Platinum Properties, LLC  
9757 Westpoint Drive, Suite 600  
Indianapolis, IN 46256

**FILED**  
**JUL 26 2012**

OFFICE OF HAMILTON COUNTY SURVEYOR

**The Legacy Master Infrastructure Phase 2  
Legal Drain Relocation Performance Bond Cost Estimate**

Item No.	Item	Unit	Unit Cost	Quantities	Cost
1	Earthwork (Existing Tile Removal)				
	Tile Removal, Cap, Seal and Mark End	LS	\$ 1,000.00	1.00	\$ 1,000
<b>Total</b>					<b>\$ 1,000</b>
2	Erosion Control (Bonded with Carmel)				
	<b>Total</b>				<b>None Required</b>
3	Storm Drainage				
	18" Perforated HDPE Pipe, Bedding and Backfill	LF	\$ 21.81	1133	\$ 24,711
	27" RCP, Bedding and Backfill	LF	\$ 31.12	147	\$ 4,575
	27" End Section	EA	\$ 1,000.00	1	\$ 1,000
	Standard Manholes	EA	\$ 1,350.00	4	\$ 5,400
	Box Outlet Structure	EA	\$ 1,540.00	1	\$ 1,540
	Road Crossing	LS	\$ 8,640.00	1	\$ 8,640
<b>Total</b>					<b>\$ 45,870</b>
<b>Grand Total</b>					<b>\$ 46,870</b>
<b>Per Hamilton County Ordinance - Bond Amount</b>				120%	<b>\$ 56,200</b>

BY: 

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

HCDB - 2012-0031



\*00000000016784753147007232012\*

### IRREVOCABLE LETTER OF CREDIT

**Borrower:** Falcon Nest II LLC  
1356 Beverly Road  
Suite 300  
McLean, VA 22101

**Lender:** STAR Financial Bank  
Administration  
6230 Bluffton Road  
PO Box 11409  
Fort Wayne, IN 46897-5806

**Beneficiary:** Hamilton County Board of Commissioners  
One Hamilton County Square, Suite 188  
Noblesville, IN 46060-2230

**NO.: 16784753**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 08-01-2013 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AUTO-RENEWAL LETTER OF CREDIT.** It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiry date hereof, or any future expiration dated, unless 90 days prior to any expiration date we notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

**PURPOSE.** The Legacy Master Infrastructure Phase 2 - Legal Drain Relocation.

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Fifty-six Thousand Two Hundred & 00/100 Dollars (\$56,200.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER STAR Financial Bank IRREVOCABLE LETTER OF CREDIT NO. 16784753 DATED 07-23-2012," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: July 23, 2012

**LENDER:**

STAR FINANCIAL BANK  
By:   
William R. Wingrove, Executive Vice President, and  
Chief Credit Officer

He DB-2009-00018



# Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. 8794017

## SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Weihe Construction, Inc. and East Carmel, LLC as Principal, and Fidelity and Deposit Company of Maryland, of Baltimore, Maryland, as Surety, are held and firmly bound unto the Hamilton County, Indiana in the sum of Eleven Thousand Six Hundred Fifty and No/100 (\$11,650.00 ) Dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, legatees, executors, administrators, personal representatives, successors and assigns firmly by these presents.

Sealed with our seals and dated this 17<sup>th</sup> day of SEPT, 2009.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

Whereas, the Hamilton County, Indiana has granted a permit to construct Legacy Master Infrastructure Phase 2, Earthwork and Stormwater Infrastructure in Areas 1, 3, C, D, F and G

Now, if said Weihe Construction, Inc. and East Carmel, LLC shall improve said Legacy Master Infrastructure Phase 2, Earthwork and Stormwater Infrastructure in Areas 1, 3, C, D, F and G

in accordance with specifications and regulations of the Hamilton County, Indiana and comply with all of the provisions of said permit then this obligation to be void, otherwise to be and remain in full force and effect.

Weihe Construction, Inc.

By: Robert Weihe

East Carmel, LLC

By: Timothy J. Taylor

Fidelity and Deposit Company of Maryland

By: Timothy J. Taylor

Timothy J. Taylor Attorney in Fact



**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Nick J. RUTIGLIANO, Timothy J. TAYLOR and Robert M. RUTIGLIANO, all of Indianapolis, Indiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Nick J. Rutigliano, Timothy J. Taylor, Robert M. Rutigliano, dated January 22, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of March, A.D. 2003.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes Assistant Secretary

*William J. Mills*

By: William J. Mills Vice President

State of Maryland } ss:  
City of Baltimore }

On this 27th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn Notary Public  
My Commission Expires: July 14, 2011



**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

*Assistant Secretary*

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD  
IN THE MATTER OF

***Tunis Garard Drain,  
Legacy Master Infrastructure Phase 2 Reconstruction***

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 **Tunis Garard Drain, Legacy Master Infrastructure Phase 2 Reconstruction** 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 Tunis Garrard Drain, Legacy Master  
Infrastructure Phase 2 Reconstruction**

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.

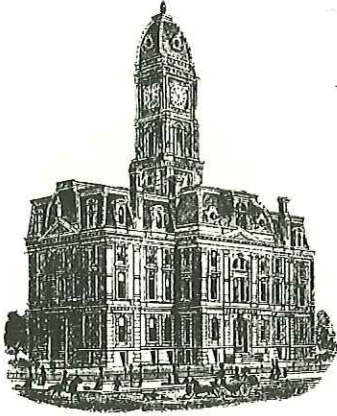
The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

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



Kenton C. Ward, CEM  
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**

**February 10, 2015**

**Re: Tunis Garrard Drain – Legacy Master Infrastructure Phase 2 Reconstruction**

Attached are as-builts, certificate of completion & compliance, and other information for Legacy Master Infrastructure Phase 2 Reconstruction. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated October 8, 2013. The report was approved by the Board at the hearing held November 25, 2013. (See Drainage Board Minutes Book 15, Pages 250-253) The changes are as follows: the 18" HDPE was shortened from 1133 feet to 1126 feet. The 27" RCP was shortened from 147 feet to 146 feet. The Open ditch was lengthened from 608 feet to 628 feet. The length of the drain due to the changes described above is now **1900 feet**.

It should be noted that this project removed a portion of Arm 1 of the Tunis Garrard from Sta. 29+77 to Sta. 36+00. The Tunis Garrard main drain was removed from Sta. 0 to Sta. 1+62. The project also removed a portion of the John Owens main tile from Sta. 18+65 to Sta. 33+62. Therefore, this project removed 2282 feet of existing tile. Thus, 382 feet of drain was removed from the drains overall length.

A non-enforcement was not submitted for this project, further reductions of easement may be requested with future sections of the Legacy development. The following sureties were guaranteed by Star Financial Bank and released by the Board on its March 10, 2014 meeting.

**Bond-LC No:** 16784753  
**Insured For:** Storm Sewers  
**Amount:** \$56,200.00  
**Issue Date:** July 23, 2012



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

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenton C. Ward', written over a horizontal line.

Kenton C. Ward, CFM  
Hamilton County Surveyor

KCW/slm

CERTIFICATE OF COMPLETION AND COMPLIANCE

FILED

JAN 28 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

To: Hamilton County Surveyor

Re: Legacy Master Infrastructure, Phase 2

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: January 17, 2014

Type or Print Name: David J. Stoepfelwerth

Business Address: Stoepfelwerth & Associates, Inc.

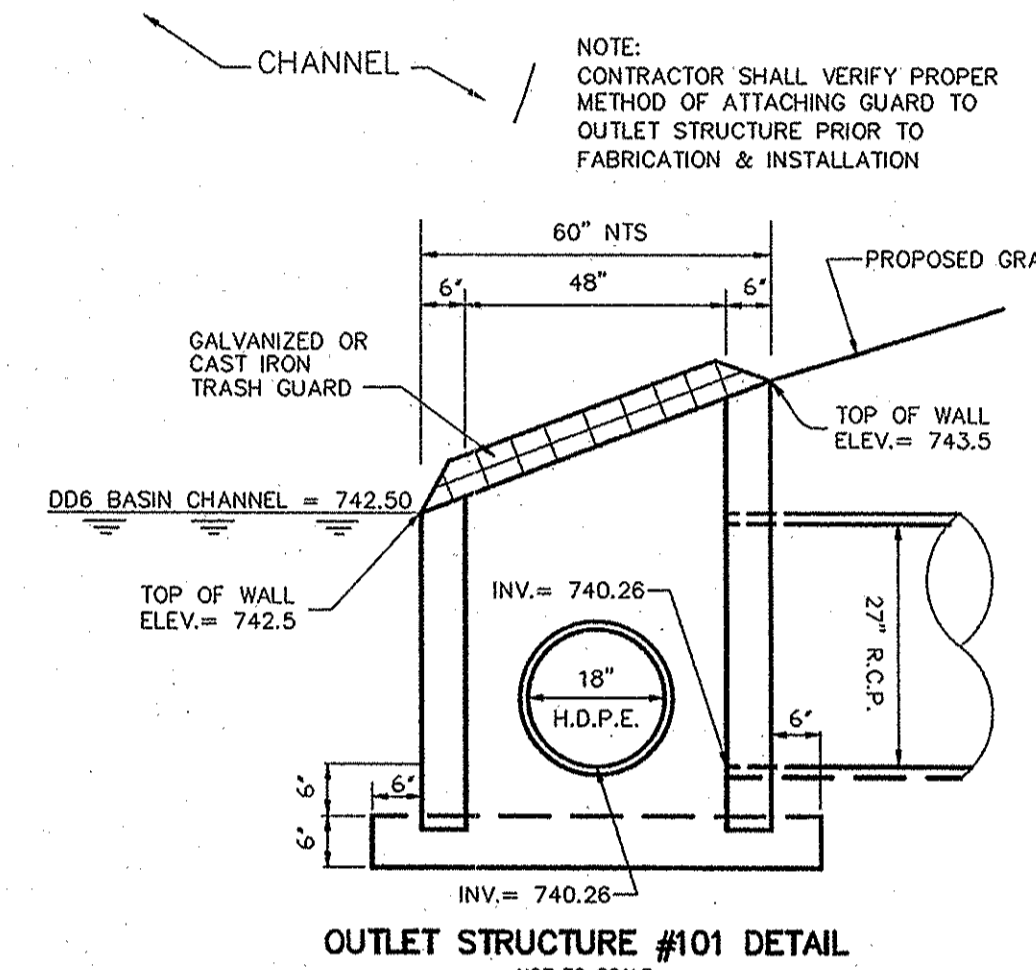
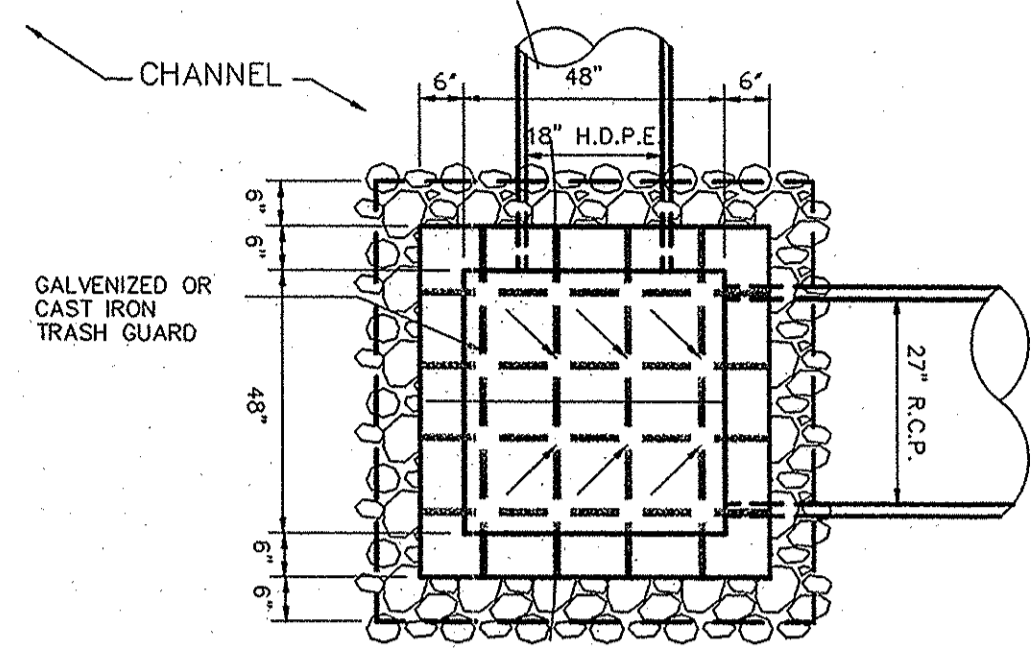
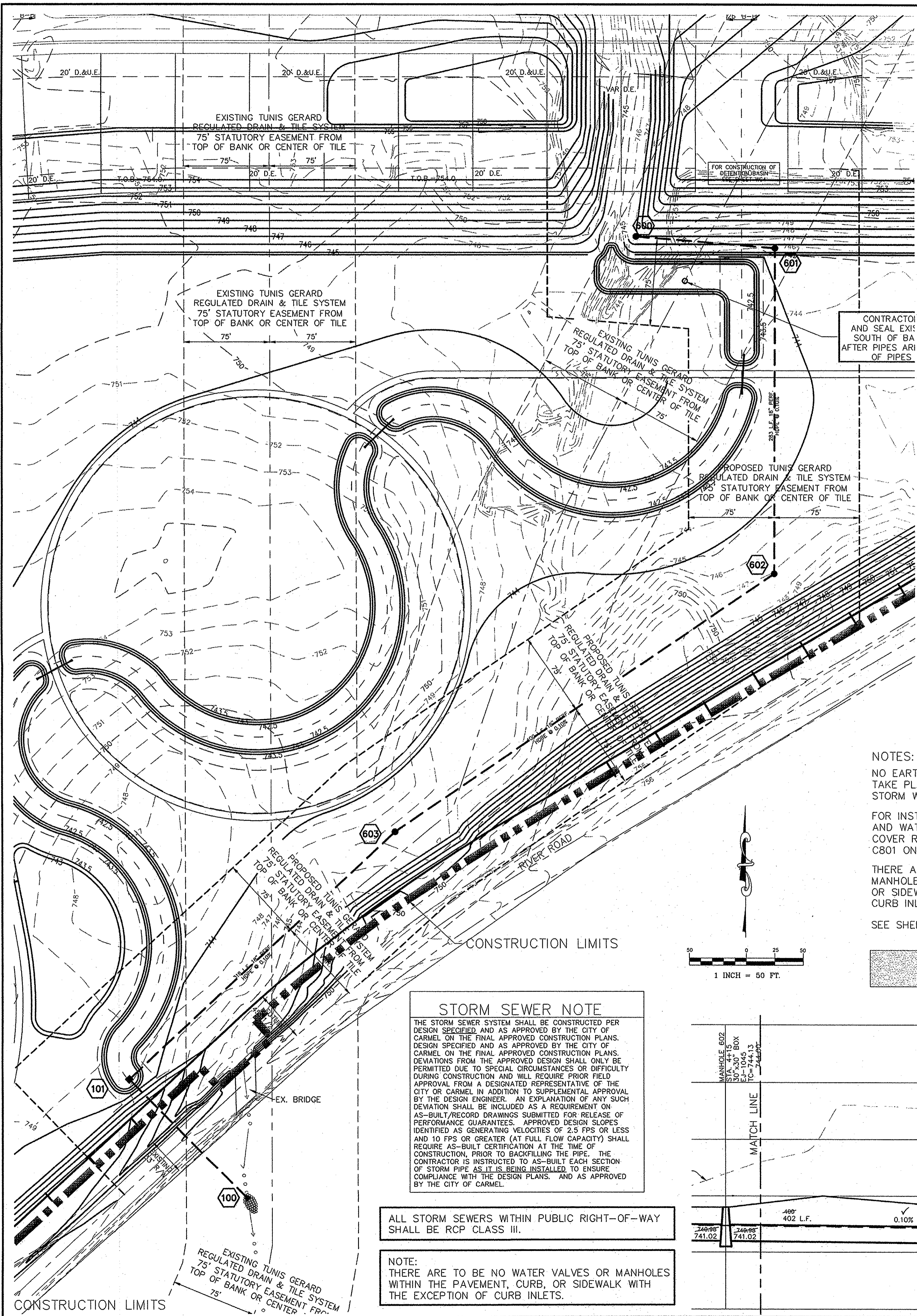
7965 East 106th Street, Fishers, Indiana 46038

Telephone Number: (317) 849-5935

INDIANA REGISTRATION NUMBER

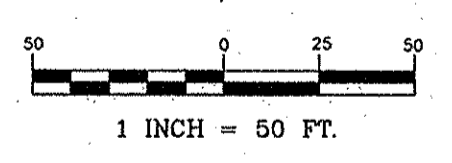
19358





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: 2015  
 Entered By: SLM

**NOTES:**  
 NO EARTH DISTURBING ACTIVITIES MAY TAKE PLACE WITHOUT AN APPROVED STORM WATER MANAGEMENT PERMIT.  
 FOR INSTALLATION OF STORM, SANITARY, AND WATER UNDER CITY STREETS AND COVER REQUIREMENTS, SEE SHEET NO. C801 ON THE TRENCH DETAIL.  
 THERE ARE TO BE NO WATER VALVES OR MANHOLES WITHIN THE PAVEMENT, CURB, OR SIDEWALK WITH THE EXCEPTION OF CURB INLETS.  
 SEE SHEET C801 FOR STRUCTURE SIZING TABLE



**STORM SEWER NOTE**  
 THE STORM SEWER SYSTEM SHALL BE CONSTRUCTED PER DESIGN SPECIFICATIONS AND AS APPROVED BY THE CITY OF CARMEL ON THE FINAL APPROVED CONSTRUCTION PLANS. DEVIATIONS FROM THE APPROVED DESIGN SHALL ONLY BE PERMITTED DUE TO SPECIAL CIRCUMSTANCES OR DIFFICULTY DURING CONSTRUCTION AND WILL REQUIRE PRIOR FIELD APPROVAL FROM A DESIGNATED REPRESENTATIVE OF THE CITY OF CARMEL IN ADDITION TO SUPPLEMENTAL APPROVAL BY THE DESIGN ENGINEER. AN EXPLANATION OF ANY SUCH DEVIATION SHALL BE INCLUDED AS A REQUIREMENT ON AS-BUILT/RECORD DRAWINGS SUBMITTED FOR RELEASE OF PERFORMANCE GUARANTEES. APPROVED DESIGN SLOPES IDENTIFIED AS GENERATING VELOCITIES OF 2.5 FPS OR LESS AND 10 FPS OR GREATER (AT FULL FLOW CAPACITY) SHALL REQUIRE AS-BUILT CERTIFICATION AT THE TIME OF CONSTRUCTION, PRIOR TO BACKFILLING THE PIPE. THE CONTRACTOR IS INSTRUCTED TO AS-BUILT EACH SECTION OF STORM PIPE AS IT IS BEING INSTALLED TO ENSURE COMPLIANCE WITH THE DESIGN PLANS, AND AS APPROVED BY THE CITY OF CARMEL.

ALL STORM SEWERS WITHIN PUBLIC RIGHT-OF-WAY SHALL BE RCP CLASS III.

**NOTE:**  
 THERE ARE TO BE NO WATER VALVES OR MANHOLES WITHIN THE PAVEMENT, CURB, OR SIDEWALK WITH THE EXCEPTION OF CURB INLETS.

**N-12 HP STORM TRENCH INSTALLATION DETAIL (ALTERNATE)**

PIPE DIAM.	MIN TRENCH WIDTH
12" (300mm)	30" (750mm)
15" (375mm)	34" (860mm)
18" (450mm)	38" (960mm)
24" (600mm)	48" (1200mm)
30" (750mm)	58" (1450mm)
36" (900mm)	64" (1620mm)
48" (1200mm)	80" (2030mm)
60" (1500mm)	96" (2400mm)

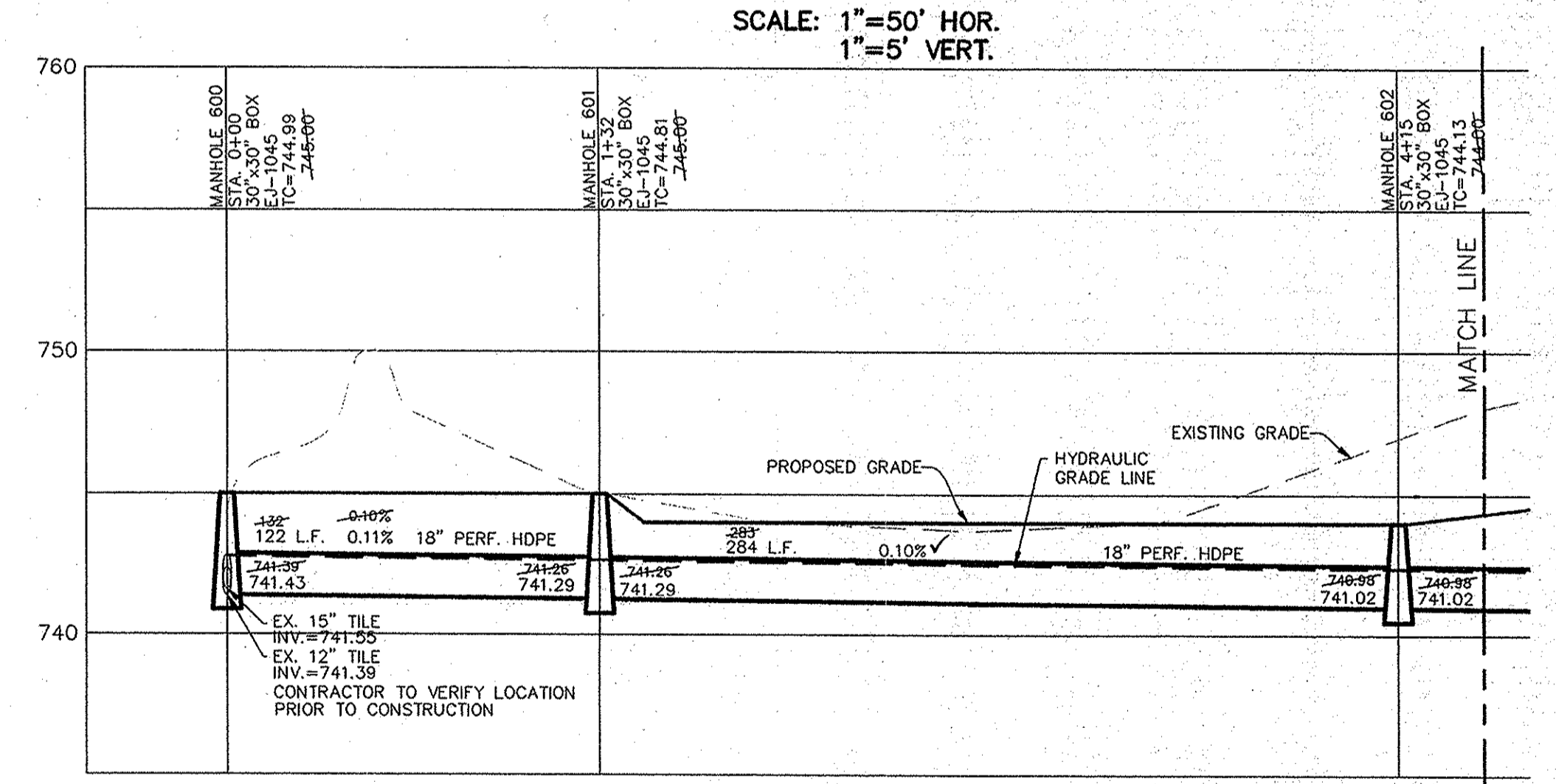
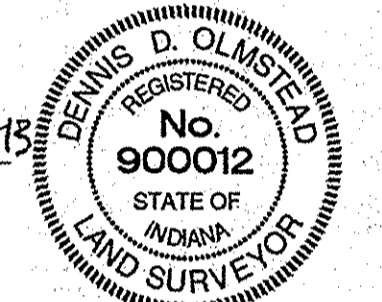
**TABLE 2. MAXIMUM COVER FOR ADS N-12 HP PIPE, ALTERNATE INSTALLATION (81/10/10)**

PIPE DIAM.	CLASS II	CLASS III	CLASS IV
12" (300mm)	17 (5.2m)	14 (4.3m)	11 (3.4m)
15" (375mm)	17 (5.2m)	14 (4.3m)	11 (3.4m)
18" (450mm)	18 (5.5m)	13 (4.0m)	10 (3.0m)
24" (600mm)	14 (4.3m)	12 (3.7m)	9 (2.7m)
30" (750mm)	13 (4.0m)	12 (3.7m)	8 (2.4m)
36" (900mm)	11 (3.4m)	12 (3.7m)	7 (2.1m)
48" (1200mm)	11 (3.4m)	10 (3.0m)	6 (1.8m)
60" (1500mm)	11 (3.4m)	10 (3.0m)	6 (1.8m)

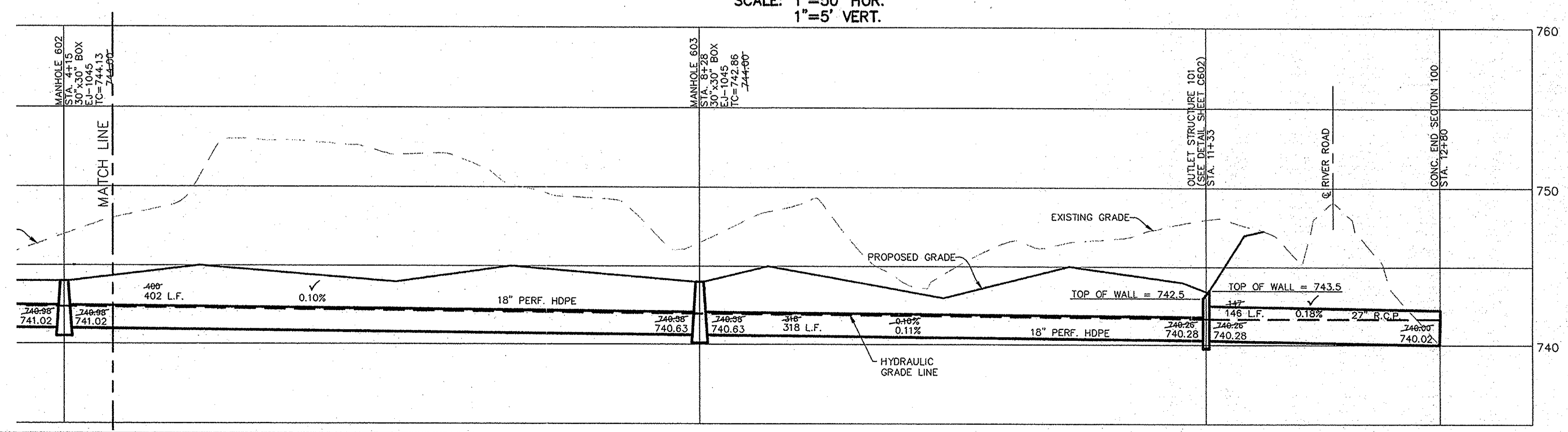
**NOTES:**  
 1. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE PIPES INTO BACKFILL MATERIAL, WHEN REQUIRED.  
 2. SOIL CLASSIFICATIONS ARE PER THE LATEST VERSION OF ASTM D2231. CLASS I/II MATERIALS (M.H. CH) AS DEFINED IN PREVIOUS VERSIONS OF ASTM D2231 ARE NOT APPROPRIATE BACKFILL MATERIALS.  
 3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSUITABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.  
 4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER, UNLESS OTHERWISE NOTED BY THE ENGINEER. MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm) & 150mm FOR 30" (750mm-900mm).  
 5. BACKFILL: FOR PIPES OUTSIDE OF PAVEMENT CLASS I MATERIAL TO BE USED FOR BACKFILL UP TO THE SPRINGLINE OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER, UNLESS OTHERWISE NOTED BY THE ENGINEER. CLASS I MATERIAL MUST BE COMPACTED IN 6" (150mm) LIFTS TO 85% STANDARD PROCTOR DENSITY.  
 6. MINIMUM COVER: MINIMUM COVER, IN NON-Traffic APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" (300mm) FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION.  
 7. SELECT NATIVE CLEAN BACKFILL SHALL BE WELL PLACED, MODERATELY COMPACTED (85% STD) CLASS IV OR BETTER PER ASTM D2231 WITH NO FOREIGN DEBRIS INCLUDING ROCKS, LARGE CLUMPS ORGANIC MATERIAL, OR FROZEN MATERIAL.  
 8. N-12 HP ALTERNATE STORM TRENCH DETAIL MUST BE APPROVED BY DESIGN ENGINEER. DETAIL DOES NOT SUPERSEDE AS-BUILT DETAIL STD-101.

**RECORD DRAWING**

Dennis D. Olmstead  
 Registered Land Surveyor  
 No. 900012



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



STOEPPELWERTH & ASSOCIATES, INC.  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 7965 East 108th Street, Fishers, IN 46038-2505  
 Phone: (317) 849-5835 Fax: (317) 849-5942  
 Toll Free: (800) 728-6817

DAVID J. STOEPPELWERTH  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 19358  
 STATE OF INDIANA  
 PROFESSIONAL ENGINEER

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OF A SURVEY OR A SURVEYOR LOCATION REPORT.  
 CERTIFIED: 4/13/12  
 David J. Stoepelwerth

STORM PLAN & PROFILES  
 THE LEGACY MASTER INFRASTRUCTURE  
 PHASE TWO  
 CARMEL  
 HAMILTON COUNTY, INDIANA

DRAWN BY: JDH  
 CHECKED BY: BAH  
 SHEET NO. C602  
 S & A JOB NO. 55115PLA-M2