

Drain: Home PLACE Drain #: 158
Improvement/Arm: COLLEGE CROSSING EXTENSION
Operator: J. LIVINGSTON Date: 1-20-04
Drain Classification: Urban/Rural Year Installed: 1994

GIS Drain Input Checklist

- Pull Source Documents for Scanning JWJ
- Digitize & Attribute Tile Drains _____
- Digitize & Attribute Storm Drains JWJ
- Digitize & Attribute SSD _____
- Digitize & Attribute Open Ditch _____
- Stamp Plans JWJ
- Sum drain lengths & Validate JWJ
- Enter Improvements into Posse sum JWJ
- Enter Drain Age into Posse _____
- Sum drain length for Watershed in Posse _____
- Check Database entries for errors JWJ

**Gasb 34 Footages for Historical Cost
Drain Length Log**

Drain-Improvement: HOME PLACE - COLLEGE CROSSING EXTENSION

Drain Type:	Size:	Length ()	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
RCP	15"	322'	322'			
	18"	180'	180'			
	24"	77'	77'			

Sum: 579' 579' \$27,500

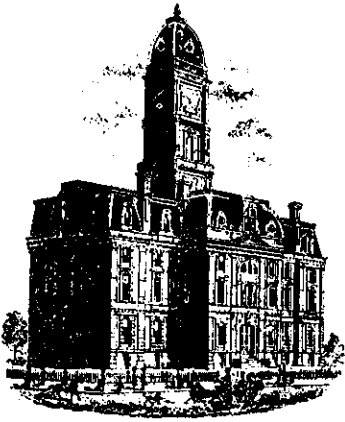
Final Report: *600.5'/579'

Comments:

THE SUM OF THE PIPE LENGTHS LISTED ON THE FINAL = 579'

THE TOTAL DRAIN LENGTH NOTED ON THE FINAL REPORT = 600.5'

579' WILL BE USED



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor Suite 146
776-8495 One Hamilton County Square
Noblesville, Indiana 46060-2230

November 14, 1994

TO: Hamilton County Drainage Board

RE: Home Place Drain

Attached is a petition from Tharp Investments for extending the Home Place Drain. This extension is proposed so as to provide drainage to the proposed College Crossing Retail Center, to be located in the South West corner of the College Avenue and 106th Street intersection.

The proposed inlet will begin at an existing inlet on the West side of College Avenue at 105th Street. This manhole is connected to the Home Place Drain at STA 5+17 on Arm #6. The portion to become regulated drain will be the cross pipe between the above described inlet and the Home Place Drain, approximately 21.5 feet of 24" Concrete tile; thence North within the West R/W for College Avenue to Arthur Drive; thence North to the South West corner of 106th and College Avenue. This new line consists of the following lengths.

24"	RCP	90 feet
18"	RCP	40 feet
15"	RCP	430 feet

This will not include the existing 12" CMP under College Avenue nor the two 12" RCP lines draining the proposed retail center. The total length of the proposed system will be 581.5 feet.

The system between Arthur Drive and the existing inlet is being constructed per the proposed plan for the Clara Knotts reconstruction, Phase II. When at such time the Knotts Drain is reconstructed using this plan this area can be connected to the new Knotts Drain and afterwards be part of the Knotts Drainage shed as per the proposed 1988 reconstruction of the Clara Knotts

Drain.

The cost of construction of this line will be at the Petitioners expenses. No change in current maintenance assessment will be made by this proposal.

I recommend the Board set a hearing for this matter December 1994. If approved at the hearing then approval shall be contingent upon the following items:

1. Construction to be complete within one year of approval. If not completed within this time frame approval expires.
2. Engineers estimate or a contract for construction costs be submitted.
3. Petitioner provides Bond or Letter of Credit for 100% of the cost of construction for the storm line.

Kenton C. Ward
Hamilton County Surveyor
KCW/no

Hamilton County Drainage Board
 Court House
 Noblesville, Indiana

IN RE: COLLEGE CROSSING

Hamilton County, Indiana

PETITION FOR RELOCATION AND RECONSTRUCTION


THARP INVESTMENTS

(hereinafter "Petitioner"),

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

1. Petitioner owns real estate through which a portion of the HOME PLACE 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 HOME PLACE 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 HOME PLACE Drain, without cost to other property owners on the watershed of the HOME PLACE Drain.

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


 Signed

Donald J Tharp
 Printed Name

Douglas E. Miller, P.E.
Consulting Engineering
122 E. 44th. St.
Indianapolis, IN 46205
(317)923-2427
11 November, 1994

Mr. Kenton Ward
Hamilton County Surveyor
1 Hamilton County Square
Noblesville, Indiana 46060

RE: College Crossing
106th & College Ave.
Carmel, Indiana

Dear Mr. Ward,

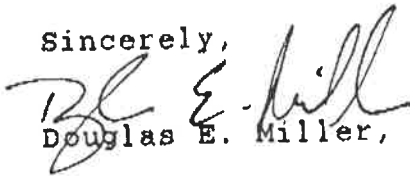
Please allow this to serve as an Engineer's Estimate for the drainage and erosion control work, to be performed for the above-referenced project. As you requested, the following is a breakdown of the cost for drainage installation in the College Ave. right-of-way, and the overall erosion control installation.

- *College Avenue Storm Sewer.....\$21,200.00
- *Silt Fence/ Straw Bales(on-site)..... 1,300.00
- *R/W Erosion Control..... 5,000.00

The general contractor, T & W Corporation, will post a bond for 100% of the amounts shown above, payable to the Hamilton County Commissioners.

Please call if there are any questions. We are hopeful to acquire the building permits yet this week.

Sincerely,


Douglas E. Miller, P.E.

Post-It™ brand fax transmittal memo 7671		# of pages > 2
To Dennis	From DOVA H	
Co. T & W	Co. ENGR.	
Dept. Gen. Contr.	Phone # 923-2427	
Fax # 244 6348	Fax # SAME	

The Ohio Casualty Insurance Company

Hamilton, Ohio 45012

Expires 11-16-94

PERFORMANCE BOND

The American Institute of Architects,
AIA Document No. A311 (February, 1970 Edition)

Has not been released.

Released

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

T & W Corporation, 3841 W. Morris Street, Indianapolis, IN 46241 *2-12-94*

as Principal, hereinafter called Contractor, and, **THE OHIO CASUALTY INSURANCE COMPANY**, an Ohio Corporation, of Hamilton, Ohio

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Hamilton County Commissioners

as Obligee, hereinafter called Owner, in the amount of Twenty-Seven Thousand Five Hundred and No/100-----

----- Dollars (\$ --27,500.00--), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 19 94 , entered into a contract with Owner for

College Avenue Storm Sewer, Stilt Fence/Straw Bales (on-site) R/W Erosion Control at College Crossing - 106th & College Avenue, Carmel, Indiana

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,

arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 16th day of November, 1994

Rebecca G. Lanham
(Witness)

T & W CORPORATION *Annist Stewart*
(Principal) (Seal)
vice Pres. Sec/Treas.
(Title)

Amy Gooden
(Witness)

THE OHIO CASUALTY INSURANCE COMPANY (Seal)
(Surety)
By *Rochelle L. Bristow*
(Attorney-in-Fact)

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 28-527

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint: **Michael M. Bill or Edward L. Mournighan** or **Rochelle L. Bristow or Ginger J. Krahn** - - - - - of **Indianapolis, Indiana** - - 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, UNDERTAKINGS, and RECOGNIZANCES**, not exceeding in any single instance **FIVE MILLION** - - - - - (\$ 5,000,000.00 - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

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 Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 27th day of May 19 92.



Lloyd E. Geary
Assistant Secretary

STATE OF OHIO, }
COUNTY OF BUTLER } SS.

On this 27th day of May A. D. 19 92 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Lloyd E. Geary**, Assistant Secretary of **THE OHIO CASUALTY INSURANCE COMPANY**, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer 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 at the City of Hamilton, State of Ohio, the day and year first above written.



Dorothy Bibea
Notary Public in and for County of Butler, State of Ohio

My Commission expires December 26, 1996

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 16th day of NOV. A.D., 19 94



Mark L. Schmitt
Assistant Secretary

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: HOMEPLACE DRAIN
- COLLEGE CROSSING ARM

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: *D. E. Miller* Date: 25 JAN '96

Type or Print Name: DOUGLAS E. MILLER, PE

Business Address: 5012 E. 72nd PLACE

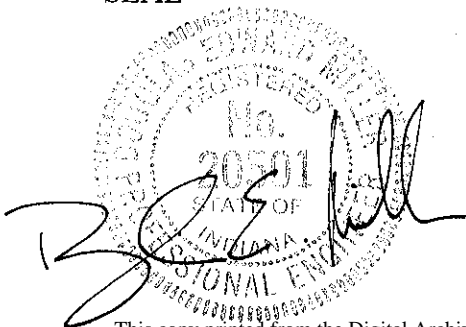
INDIANAPOLIS, INDIANA

Telephone Number: (317) 849-9838

SEAL

INDIANA REGISTRATION NUMBER

*20501 INDIANA





SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 146

One Hamilton County Square

Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

December 4, 1996

**Re: Home Place Drain-College Crossing
Extension**

Attached are as-builts, certificate of completion & compliance, and other information for College Crossing Extension. 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 November 14, 1994. The changes are as follows:

New total of 15" RCP is 322' feet.

New total of 18" RCP is 180' feet.

New total of 24" RCP is 77' feet.

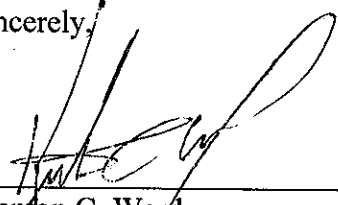
The length of the drain due to the changes described above is now **600.5 feet**.

A non-enforcement was not necessary for this extension. The new line of RCP is all within the existing Right of Way.

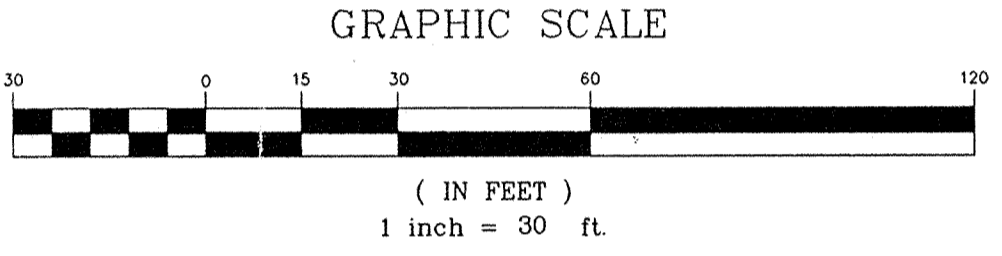
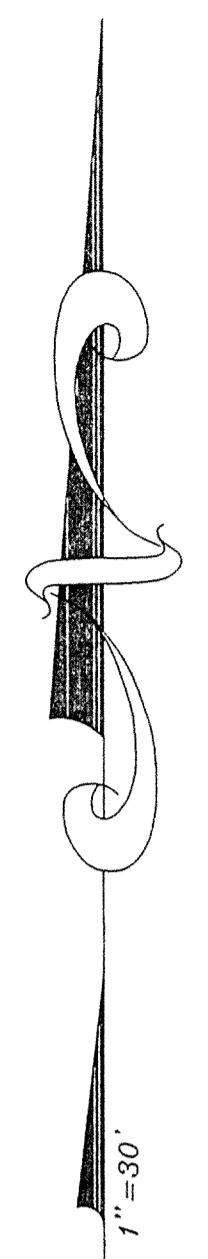
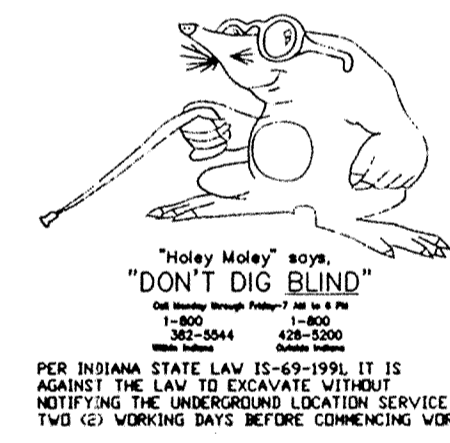
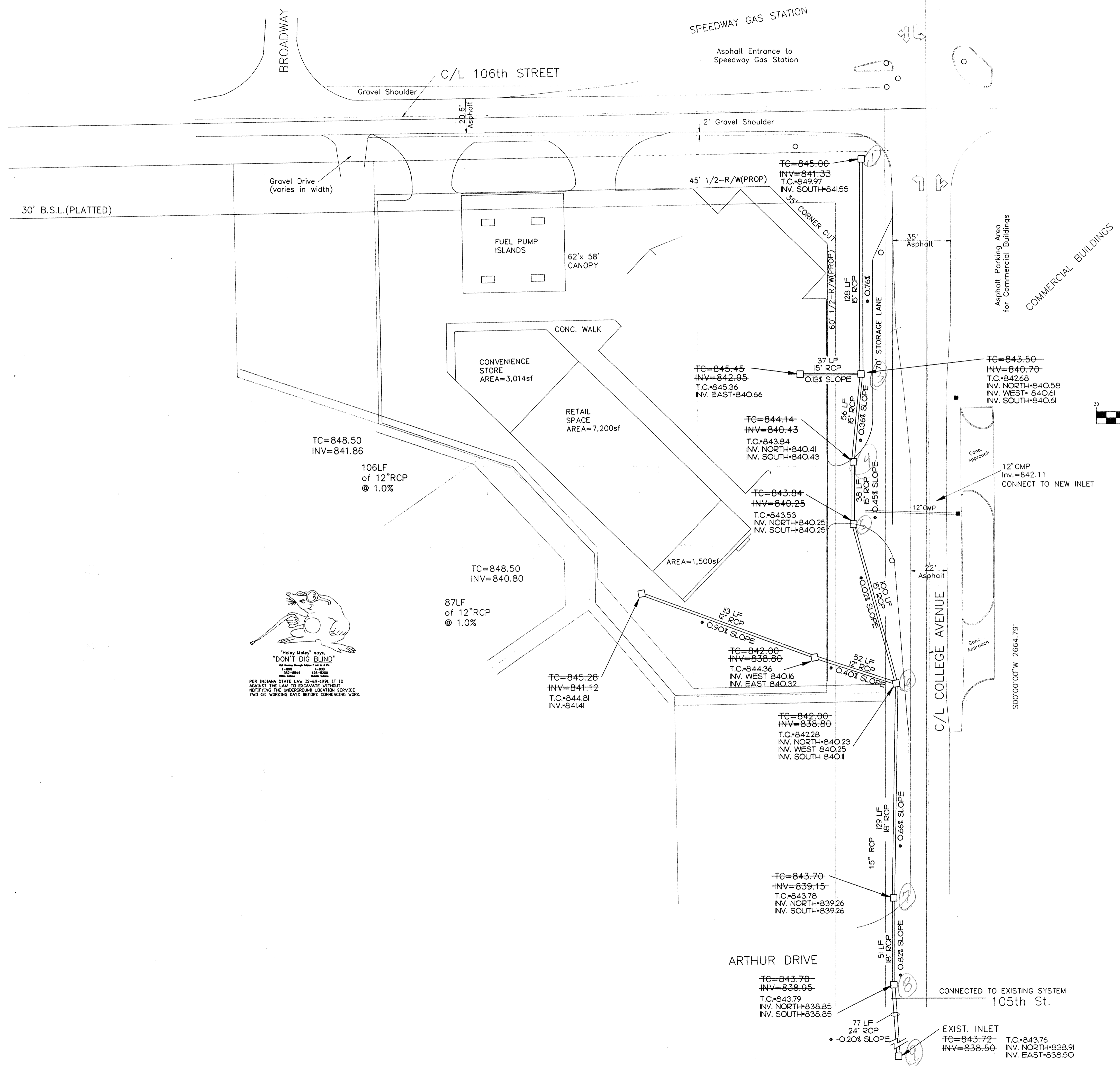
The bond or letter of credit from Ohio Casualty Insurance Co., number 03-247-302, dated November 16, 1994, in the amount of \$27,500.00, was released February 12, 1996.

I recommend the Board approve the drains construction as complete and acceptable.

Sincerely,



Kenton C. Ward,
Hamilton County Surveyor



BENCHMARK INFORMATION
 P.K. Nail in Power Pole (1.5' above ground) located at the Northwest Corner of 106th Street and Park Avenue. Elevation=850.94

RECORD DRAWING
 STORM SEWER AS-BUILTS
 STORM STRUCTURES ONLY
 JANUARY 11, 1995

Allan H. Weihe
 ALLAN H. WEIHE - REG. P.E. - IN #8827

FILED
 JAN 16 1995
 HAMILTON COUNTY DRAINAGE BOARD
 SECRETARY

WEIHE ENGINEERS, INC.
 ALLAN H. WEIHE, P.E., L.S. PRESIDENT
 10505 NORTH COLLEGE AVENUE
 HAMILTON COUNTY, INDIANA 46080
 (317) 848-8661

LAND PLANNERS
 LAND SURVEYORS
 CIVIL ENGINEERS

DATE: JANUARY 11, 1995
 JOB NO.: 1476
 JOB NO.: 951476AB.DWG
 DRAWN BY: G.L. PASQUANEN
 CHECKED BY: WEIHE

REVISIONS
 DATE BY
 PAGE 24x36

PREPARED FOR:
T & W CORPORATION
 CRYSTAL FLASH-106TH STREET & NORTH COLLEGE AVENUE
 AS-BUILT STORM SEWER
 LOTS 45, 46, 47 COLLEGE PLAZA, PT NE/4, SEC 11-T17N-R3E, CLAY TWP, HAMILTON COUNTY, INDIANA

SHEET NO. 1