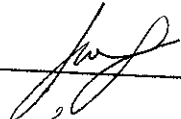



**Drain:** HOME PLACE **Drain #:** 158  
**Improvement/Arm:** HABITAT FOR HUMANITY RELOCATION  
**Operator:** J. LIVINGSTON **Date:** 1-20-04  
**Drain Classification:** Urban/Rural **Year Installed:** 1999

### GIS Drain Input Checklist


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

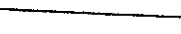

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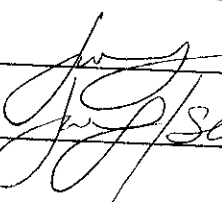

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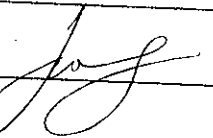

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### Gasb 34 Footages for Historical Cost Drain Length Log

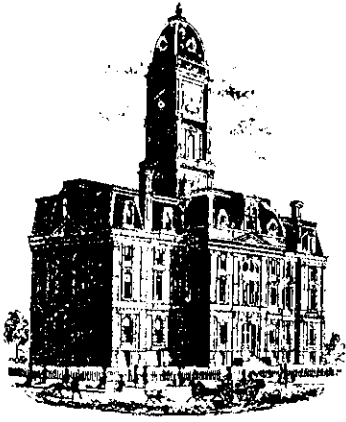
Drain-Improvement: HOME PLACE - HABITAT FOR HUMANITY RELOCATE

Drain Type:	Size:	Length ( )	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
RCP	18"	149.6'	149.6'			
146' SWALE	—	0'				

Sum: 149.6' 149.6' \$ 11,865<sup>00</sup>

Final Report: \*149'

Comments:  
 \_\_\_\_\_  
SUM OF PIPE LENGTHS LISTED ON FINAL REPORT = 149.6'  
TOTAL LENGTH OF NEW DRAIN SHOWN ON FINAL REPORT = 149'  
149.6' WILL BE USED.  
\* 146' of swale is parallel drain.



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*

May 7, 1999

To: Hamilton County Drainage Board

Re: Home Place Drain

Attached is a petition and plans for the proposed relocation of the Home Place Drain. The relocation is being proposed by Habitat for Humanity, Hamilton County, Inc. The proposal is to intercept the drain at approximately Station 42 + 70, which is south of 104<sup>th</sup> St., and run south 61 feet along the line between Lot 42-1 and 42-2 of the Little Farms Subdivision, to a manhole, thence east along the south line of lot 42-2, a distance of 85 feet, to station 44 + 20. This relocation shall include the 18" tile and a swale with a 6" SSD.

146 feet of 18" RCP

146 feet swale with 6" SSD

The total length of new tile shall be 146 feet. The 150 feet of original drain between 42+70 and 44 +20 shall be vacated. This proposal will eliminate 4 feet from the drains total length.

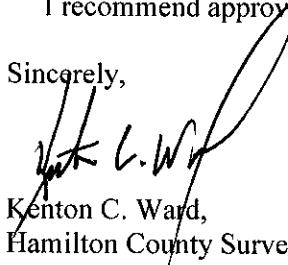
The cost of the relocation is to be paid by Habitat for Humanity, Hamilton County, Inc. Because the project is to be paid by the petitioner and is within the boundaries of the petitioners property, the project falls under the requirements as set out in IC 36-9-27-52.5. Therefore, a hearing is not required for the petition.

The petitioner has provided the Performance Bond as follows:

Name of Bonding Co.: Star Financial Bank  
Bond #: 167296057  
Bond Date: February 23, 1999  
Bond Amount: \$11,865.00  
Bond Term (1 Year Max): February 23, 2000

I recommend approval by the Board at this time.

Sincerely,



Kenton C. Ward,  
Hamilton County Surveyor

KCW/llm

HAMILTON COUNTY DRAINAGE BOARD  
NOBLESVILLE, INDIANA

**FILED**  
DEC 15 1998  
OFFICE OF HAMILTON COUNTY SURVEYOR

IN RE: \_\_\_\_\_ )  
Hamilton County, Indiana )

PETITION FOR RELOCATION AND RECONSTRUCTION

*William N. Bernard - owner*  
*Habitat for Humanity, Hamilton County, Inc.* (hereinafter "Petitioner"),

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

1. Petitioner owns real estate through which a portion of the Home Place 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.
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 Home Place Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.

Signed \_\_\_\_\_  
*John Krom, Ex. Director*  
Printed Habitat for Humanity



BORROWER
HABITAT FOR HUMANITY HAMILTON COUNTY, INC. PO BOX 572 NOBLESVILLE, IN 46061-0572
Telephone Number 317/773-5232

**IRREVOCABLE  
LETTER OF  
CREDIT**

NO.: 167296057

BENEFICIARY	EXPIRATION DATE	ASSIGNMENT
HAMILTON CTY BD OF COMM. ONE HAMILTON CTY SQUARE NOBLESVILLE, IN 46060	This Letter of Credit shall expire upon the earlier of: 1. the close of business on <u>FEBRUARY 23, 2000</u> and all drafts and accompanying statements or documents must be presented to Lender on or before that time; or 2. the day that Lender honors a draw under which the full amount of this Letter of Credit is drawn.	This Letter of Credit <input checked="" type="checkbox"/> is not assignable or transferable by Beneficiary <input type="checkbox"/> may be assigned or transferred by Beneficiary upon providing Lender with prior written notice of the assignment or transfer.
Telephone Number		

Lender identified above hereby establishes an Irrevocable Letter of Credit in favor of Beneficiary and for the account of Borrower for a sum not exceeding the aggregate amount of ELEVEN THOUSAND EIGHT HUNDRED SIXTY-FIVE AND NO/100 Dollars (\$ 11,865.00 ). These funds shall be made available by Beneficiary's drafts drawn on Lender at its address indicated above (or such other address that Lender may provide Beneficiary with written notice of in the future) and accompanied by the signed written statements or documents indicated below.

**1. DRAFT TERMS AND CONDITIONS**

Lender shall honor the drafts submitted by Beneficiary under the following terms and conditions:

Drafts are to be accompanied by:

1. A copy of this Letter of Credit.
2. Beneficiary's signed statement that the Borrower, "Habitat For Humanity For Humanity Hamilton County, Inc.", has failed to complete the storm and subsurface drains in "Little Farms Subdivision" replat.

ATTEST: \_\_\_\_\_  
HAMILTON COUNTY AUDITOR

**BOARD OF COMMISSIONERS  
OF THE COUNTY OF HAMILTON**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon the Lender's honor of such drafts and payment to the Beneficiary, <sup>DATE</sup> Lender shall be fully discharged of its obligations under this Letter of Credit with respect to such demand for payment and shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such demand for payments to Beneficiary or any other person.

**2. USE RESTRICTIONS**

A. All drafts must be marked "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 167296057 DATED FEBRUARY 23, 1999". Only the Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit.

B. A copy of this Letter of Credit must accompany each draft and the amount of each draft shall be marked on the draft. Beneficiary shall maintain possession of this Letter of Credit until the full amount of this Letter of Credit has been drawn. Once the full amount is drawn, Beneficiary shall return the Letter of Credit to the Lender.

C. Partial draws  are permitted  are not permitted under this Letter of Credit. Lender's honor of a draw shall automatically reduce the amount of credit available under this Letter of Credit.

**3. MODIFICATION**

The modification or waiver of any of Lender's or Beneficiary's obligations or rights under this Letter of Credit must be contained in a writing signed by Lender. A waiver on one occasion shall not constitute a waiver on any other occasion.

**4. NOTICE**

Any notice or other communication to be provided under this Letter of Credit shall be in writing and sent to the parties at the addresses described in this Letter of Credit or such other address as the parties may designate in writing from time to time.

**5. SEVERABILITY**

If any provision of this Letter of Credit violates the law or is unenforceable, the rest of the Letter of Credit shall remain valid.

**6. CHOICE OF LAW/JURISDICTION**

This Letter of Credit shall be governed by the laws of the state identified in Lender's address to the extent not governed by the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500, and to the extent such laws are not inconsistent with the terms of this Letter of Credit. Lender and Beneficiary consent to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Letter of Credit.

**7. INTEGRATION**

This Letter of Credit represents the complete and integrated understanding between Lender and Beneficiary pertaining to the terms and conditions hereof. The undertaking represented by this Letter of Credit shall not be amended, amplified, or limited by any other document or agreement except as set forth herein.

Beneficiary's acceptance of this Letter of Credit shall constitute its acceptance of the terms and conditions contained herein.

Dated: **FEBRUARY 23, 1999**

LENDER: **STAR FINANCIAL BANK #10**

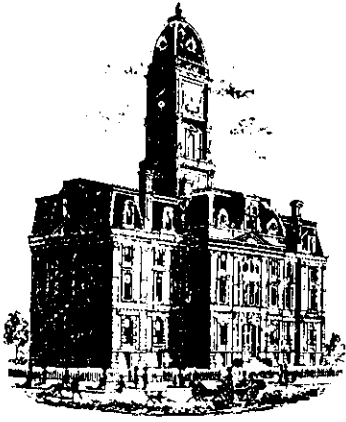
BY: *[Signature]*

TITLE: *[Signature]* This copy printed from the Digital Archive of the Hamilton County Surveyor's Office; One Hamilton Co. Square, Ste. 188, Noblesville, In 46060

**FILED**

MAR 14 1999

OFFICE OF HAMILTON COUNTY SURVEYOR



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

July 19, 2000

Re: Home Place Drain – Habitat for Humanity Relocation

Attached are as-builts, certificate of completion & compliance, and other information for Habitat for Humanity Relocation. 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 May 7, 1999. The changes are as follows:

**Structure:            T.C.:    I.E.:    Pipe:    Length: Original Plans: Difference:**

1	822.45	816.74				
2	821.85	816.35	18	61.9	60	1.9
2	821.85	816.27				
3	821	815.72	18	87.7	83	4.7

**RCP Pipe Totals:**

18	149.6
swale - paralell to 18"	146

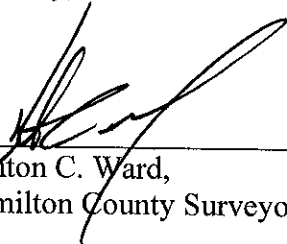
The length of the drain due to the changes described above is now **149 feet**. The original Drain was vacated a total length of 150 feet. Therefore the net loss of drain was **1 foot**.

The non-enforcement was approved by the Board at its meeting on August 23, 1999 and recorded under instrument #199909952024.

The bond or letter of credit from Star Financial Bank, number 167296057; dated February 23, 1999; in the amount of \$11,865.00; was released October 25, 1999.

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

Sincerely,



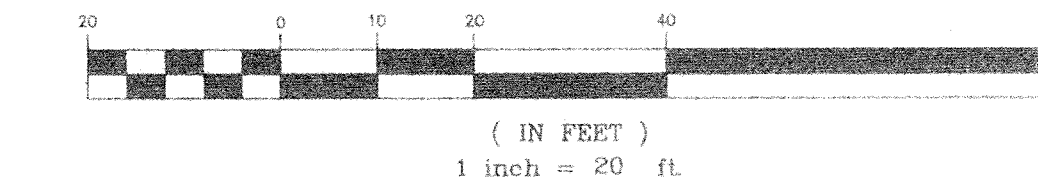
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Keriton C. Ward,  
Hamilton County Surveyor

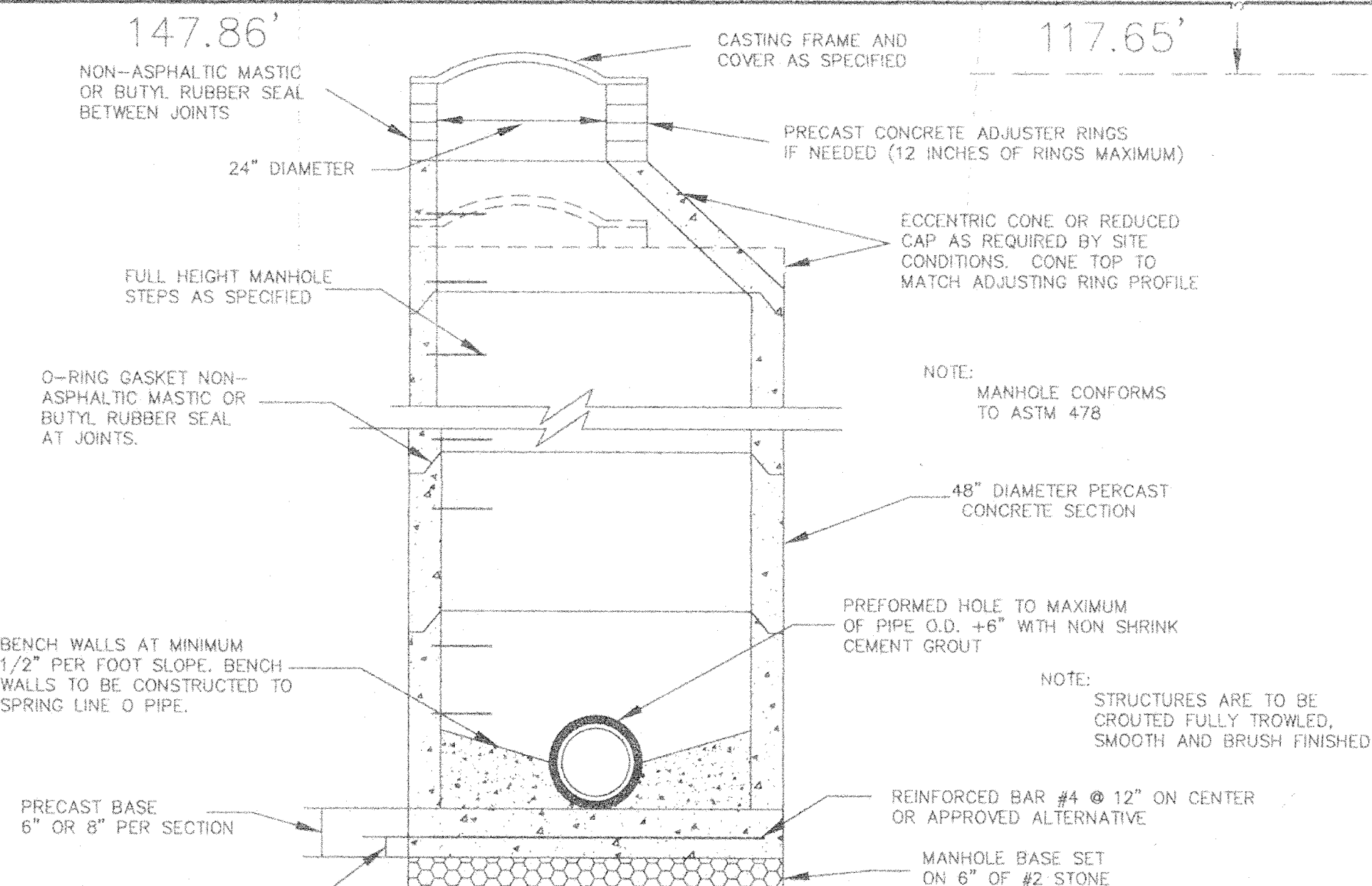
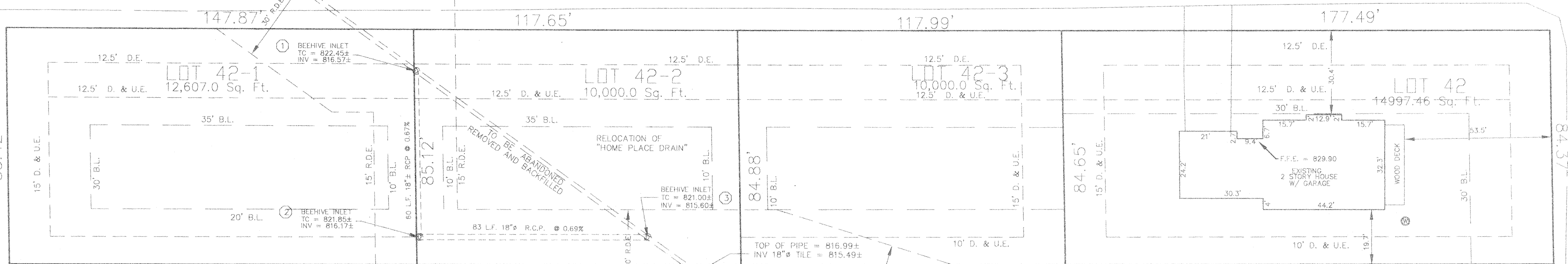
KCW/slm

COMBS STREET  
30' R/W (UNIMPROVED)

GRAPHIC SCALE

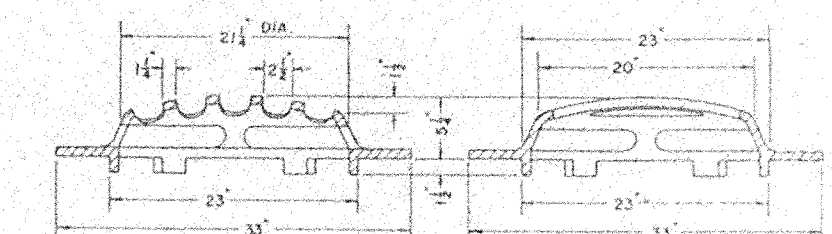
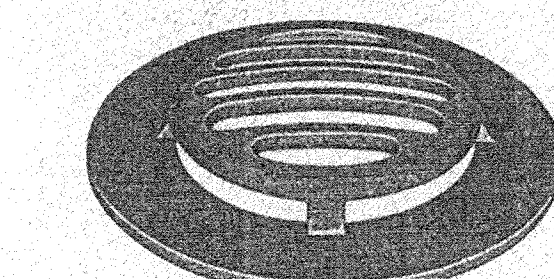


104TH STREET 30' R/W



R-4342 Ditch Grate, Steel Type

Medium Duty - Total Weight 190 Pounds

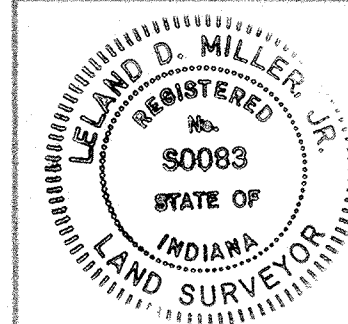


NEENAH FOUNDRY COMPANY

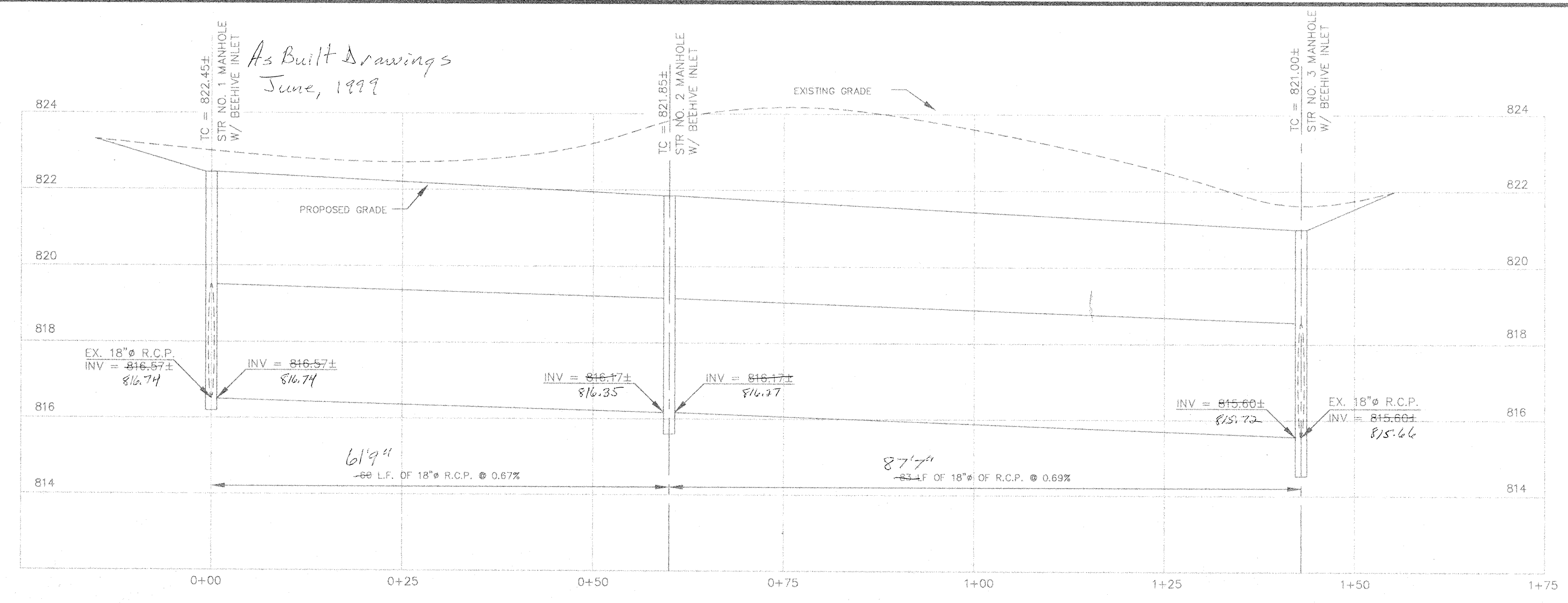
ETHEL AVE 30' R/W

HOME PLACE REGULATED DRAIN  
RELOCATION PLAN & PROFILE

PREPARED FOR:  
HABITAT FOR HUMANITY



Leland D. Miller, Jr.



*As Built Drawings  
June, 1999*

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: 09-25-00  
Entered By: LKM

MILLER SURVEYING, INC.  
948 CONCORD STREET  
NOBLESVILLE INDIANA 48080  
Ph. # (317) 773-2844 FAX 773-2864

LOT 42  
LITTLE FARMS ADDITION TO THE  
TOWN OF HOME PLACE  
FIELD WORK COMPLETED: 17 DEC 97  
CLIENT: HABITAT FOR HUMANITY  
DESCRIPTION: PLANNING/PROFILE

JOB NO: B25068  
SHEET 1 OF