

**Drain:** HUNTERS CREEK SOUTH DRAIN      **Drain #:** 188  
**Improvement/Arm:** AUTUMN LAKES - SECTION 2  
**Operator:** JOH      **Date:** 12-30-03  
**Drain Classification:** Urban/Rural      **Year Installed:** 1996

### GIS Drain Input Checklist

- Pull Source Documents for Scanning JA 12-30
- Digitize & Attribute Tile Drains N/A
- Digitize & Attribute Storm Drains JA 12-30
- Digitize & Attribute SSD JA 12-30
- Digitize & Attribute Open Ditch JA 12-30
- Stamp Plans JA 12-30
- Sum drain lengths & Validate JA 12-30
- Enter Improvements into Posse JA 12-30
- Enter Drain Age into Posse \_\_\_\_\_
- Sum drain length for Watershed in Posse \_\_\_\_\_
- Check Database entries for errors JA 12-30

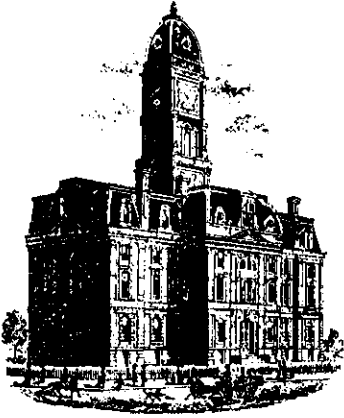
## Gasb 34 Footages for Historical Cost Drain Length Log

Drain-Improvement: HUNTERS CREEK SOUTH DRAIN - AUTUMN LAKES - SECTION 2

					If Applicable	
Drain Type:	Size:	Length <small>(SURVEYORS REPORT)</small> ( )	Length (DB Query)	Length Reconcile	Price:	Cost:
SSD	6"	2816'	2816'	Ø		
RCP	12"	351'	351'	Ø		
	15"	140'	140'	Ø		
	18"	625'	625'	Ø		
	21"	373'	373'	Ø		
	24"	125'	125'	Ø		
CMP	60"	36'	36'	Ø		
OPEN DITCH		20'	20'	Ø		
<b>Sum:</b>		<u>4486'</u>	<u>4486'</u>	<u>Ø</u>		

Final Report: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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*

September 6, 1996

TO: HAMILTON COUNTY DRAINAGE BOARD

RE: Hunters Creek South Drain-  
Tudor Commons Arm

Attached is a petition, plans, non-enforcement request, calculations, quantity summary and assessment roll for the Tudor Commons Arm-Hunters Creek South Drain. 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" SSD	3,002 feet	21" RCP	373 feet
12" RCP	391 feet	24" RCP	125 feet
15" RCP	140 feet	60" CMP	36 feet
18" RCP	585 feet	Open Ditch	20 feet

The total length of the drain will be 4,672 feet.

The retention pond (lake) located in Block B is not to be considered part of the regulated drain. Only the inlet and outlet will be maintained as part of the regulated drain. The maintenance of the pond (lake) will be the responsibility of the Homeowners Association. The Board will however, retain jurisdiction for ensuring the storage volume for which the lake was designed will be retained. Thereby, allowing no fill or easement encroachments.

The subsurface drains (SSD) to be part of the regulated drain are those located under the curbs. Only the main SSD lines which are located within the Right of Way are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain. Also included in the drains' length is the 15" RCP under Rohrer Road between Lots 22 and 23, in Tudor Commons and Lot 5 in Hunters Creek South. The 60" CMP under the Monon shall also be considered part of this drain. The open ditch listed above shall be the area between the outlet of the lake and pipe under the Monon and between the 15" pipe under Rohrer Road and SMH #20.

I have reviewed the plans and believe the drain will benefit each lot equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$25.00 per lot, \$3.00 per acre for roadways, with a \$25.00 minimum. With this assessment the total annual assessment for this section will be \$ 700<sup>00</sup>.

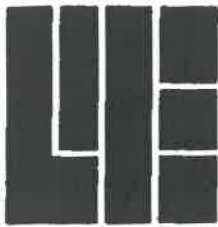
I believe this proposed drain meets the requirements for Urban Drain Classification as set out in IC 36-9-27-67 to 69. Therefore, this drain shall be designated as an Urban Drain.

I recommend that upon approval of the above proposed drain the Board also approved the non-enforcement request. This request is for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for Tudor Commons, as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for October 1996.

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Kenton C. Ward  
Hamilton County Surveyor  
KCW/no



# WEIHE ENGINEERS, INC.

Civil Engineers  
Land Surveyors  
Land Planners

ALLAN H. WEIHE, P.E., L.S.  
PRESIDENT  
MICHAEL L. DEBOY, L.S.  
VICE PRESIDENT

## Estimate for Tudor Commons for Bonding Purposes



Prepared for D. Craig Sharpe

Dated April 8, 1996

### Sanitary Sewers (On-Site)

8" sanitary sewer	1331.0	Lin.Ft.	@ \$ 18.82	\$25049.42
6" sanitary sewer	1027.0	Lin.Ft	@ \$ 15.18	15589.86
Manholes	5	Each	@ \$1908.00	9540.00
<u>TOTAL</u>				\$50179.28

### Sanitary Sewers (Off-Site West)

8" sanitary Sewer	554.0	Lin.Ft.	@ \$ 18.82	\$10426.28
Manholes	2	Each	@ \$1908.00	3960.00
Bore under Rohrer Rd.&				
Bore under Marana Dr.	1	Each	\$32888.00	\$32888.00
Rebuild Lift Stat.	1	Each	@ 4680.00	\$ 4680.00
<u>TOTAL</u>				\$51954.00

### Sanitary Sewers (Off-Site East)

8" sanitary Sewer	936.0	Lin.Ft.	@ \$ 18.82	\$17615.52
Manholes	3	Each	@ 1908.00	\$ 5724.00
Bore under CXS RR	1	Each	28000.00	\$28000.00
<u>TOTAL</u>				\$51339.52

### Storm Sewers

12" RCP	392.0	Lin.Ft.	@ \$ 13.00	\$ 5096.00
15"	112.0	Lin.Ft.	\$ 16.65	\$ 1864.80
18"	592.0	Lin.Ft.	\$ 19.87	\$11763.00
21"	376.0	Lin.Ft.	\$ 24.23	\$ 9110.00
24"	128.0	Lin.Ft.	\$ 26.89	\$ 3441.92

Structures Inlets	15	Each	\$1452.00	\$21780.00
Structures Manholes	2	Each	\$1598.00	\$ 3196.00
Metal End Sections	5	Each	350.00	\$ 1750.00
6" Subsurface Drain	1021.0	Lin.Ft.	3.92	\$ 4002.32
<u>TOTAL</u>				\$61971.04

### Streets and Curbs

2' Roll Curbs	2460.0	Lin.Ft.	@ \$ 5.75	\$14145.00
Sidewalks	3100.0	Lin.Ft.	@ \$ 9.30	\$28830.00

Pavement Stone and Asphalt	5025.2	Sq.Yds	@ 11.61	\$58469.00
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FILED  
APR 13 1996  
HAMILTON COUNTY SURVEYOR

Erosion control 1 Lump Sum \$ 8000.00

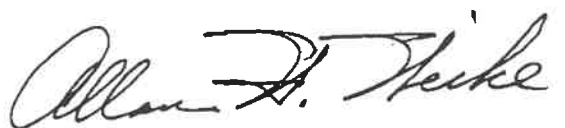
Water Mains (On-Site)

8" Water Main	1395 Lin. Ft.	\$16.52	\$23045.40
6" Water Main	50 Lin. Ft.	16.52	\$ 826.00
Fire Hydrants	5 Each	\$1085.00	\$ 5425.00
3/4" Copper Services	1000 Lin.Ft.	6.18	\$ 6180.00
8" Gate Valve and Box	3 Each	\$1275.00	\$ 3825.00
		<u>TOTAL</u>	\$39301.00

Water Mains (Off-site)

8" Water Main	1230 Lin.Ft.	16.52	\$20319.60
Bore Under CSX RR	1 Each	\$18994.65	\$18994.65
Bore Under Circle Dr.	1 Each	\$14817.35	\$14817.35
		<u>TOTAL</u>	\$54131.60

Monuments and Markers	1 Each	\$2500.00	\$2500.00
Street Signs	3 Each @	150.00	450.00

  
 Allan H. Weihe P.E.  
 Indiana No. 8827

**FILED**  
 AUG 13 1996  
 OFFICE OF HAMILTON COUNTY SURVEYOR



Amwest Surety Insurance Company  
WOODLAND HILLS, CALIFORNIA



**PERFORMANCE BOND**

BOND NO. 1318771

PREMIUM \$1,239.00

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

CONTRACTOR (Name and Address):  
*D. Craig Sharpe*  
3801 E. 82nd Street  
Indianapolis, IN 46240

SURETY (Name and Principal Place of Business):  
**AMWEST SURETY INSURANCE COMPANY**  
8910 Purdue Road, Suite 305  
Indianapolis, IN 46268

OWNER (Name and Address):  
*Hamilton County Commissioners/Drainage Board*  
One Hamilton County Square  
Noblesville, IN 46060

CONSTRUCTION CONTRACT

Date: *July 1, 1996*

Amount: *Sixty-one thousand, nine hundred seventy-one dollars and 04/100 (\$61,971.04)*

Description (Name and Location):  
*Storm Sewers for Tudor Commons , Carmel, IN*

BOND

Date (Not earlier than Construction Contract Date): *July 1, 1996*

Amount: *Sixty-one thousand, nine hundred seventy-one dollars and 04/100 (\$61,971.04)*

SIGNED, SEALED AND DATED THIS 1st day of July 19 96

*D. Craig Sharpe* PRINCIPAL

BY *D. Craig Sharpe*

AMWEST SURETY INSURANCE COMPANY

BY *Deborah M. Roth* ATTORNEY-IN-FACT  
*Deborah M. Roth,*

**FILED**

(SEE REVERSE SIDE FOR TERMS AND CONDITIONS)

## PERFORMANCE BOND

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. After the Owner has declared Contractor in default and has satisfied the conditions of Paragraph 3, and the Surety has conducted its own prompt and reasonable investigation as to whether or not the Contractor's default has actually occurred, the Surety may at its own option elect one or more 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 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; and
  - 6.2 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 six months after Contractor Default or within six months after the Contractor ceased working or within six months after the Surety refused 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 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 other legal requirement shall be deemed incorporated herein.
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, or 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 hereof.





**AMWEST SURETY  
INSURANCE COMPANY**

WOODLANDS HILLS, CALIFORNIA

BOND NO. 1318771

PREMIUM \$1,239.00

# Payment Bond

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

**CONTRACTOR (Name and Address):**

*D. Craig Sharpe  
3801 E. 82nd Street  
Indianapolis, IN 46240*

**SURETY (Name and Principal Place of Business):**

**AMWEST SURETY INSURANCE COMPANY**  
*8910 Purdue Road, Suite 305  
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**OWNER (Name and Address):**

*Hamilton County Commissioners/Drainage Board  
One Hamilton County Square  
Noblesville, IN 46060*

**CONSTRUCTION CONTRACT**

Date: *July 1, 1996*

Amount: *Sixty-one thousand, nine hundred seventy-one dollars and 04/100 (\$61,971.04)*

Description (Name and Location):

*Storm Sewers for Tudor Commons, Carmel Indiana*

**BOND**

Date (Not earlier than Construction Contract Date): *July 1, 1996*

Amount: *Sixty-one thousand, nine hundred seventy-one dollars and 04/100 (\$61,971.04)*

SIGNED, SEALED AND DATED THIS 1st day of July 1996

*D. Craig Sharpe*

PRINCIPAL

BY

*D. Craig Sharpe*

**AMWEST SURETY INSURANCE COMPANY**

BY

*Deborah M. Roth*  
*Deborah M. Roth,*

ATTORNEY-IN-FACT

(SEE REVERSE SIDE FOR TERMS AND CONDITIONS)

## PAYMENT BOND

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 all claims, demands, liens or suits by any person or entity whose labor, materials or equipment were 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 11) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the 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 P.O. Box 4500, Woodland Hills, California 91365-4500 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 claims 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 P.O. Box 4500, Woodland Hills, California 91365-4500 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. 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.
7. Amounts owned 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.
8. 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 to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
9. 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.
10. 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 six months from the date (1) on which the claimant gave the notice required by Paragraph 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.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address specified or 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.
12. 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.
13. 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.
14. DEFINITIONS
  - 14.1 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.
  - 14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 14.3 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.

# LIMITED POWER OF ATTORNEY

## Amwest Surety Insurance Company

EXPIRATION DATE **1-25-97**

POWER NUMBER **0000558091**

### READ CAREFULLY

This document is printed on white paper containing the artificial watermarked logo ( ) of Amwest Surety Insurance Company (the "Company") on the front and brown security paper on the back. Only unaltered originals of the POA are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of California and is only valid until the expiration date. The Company shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (317) 872-1110

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation (the "Company"), does hereby make, constitute and appoint:  
**SHARON E. CALVIN**  
**DEBORAH M. ROTH**  
**STEVEN M. GREGER**  
AS EMPLOYEES OF AMWEST SURETY INSURANCE CO

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follow:

- Small Business Administration Guaranteed Bonds up to \$\*\*1,250,000.00
- Bid Bonds up to \$\*\*5,000,000.00
- Contract (Performance & Payment), Court, Subdivision \$\*\*5,000,000.00
- License & Permit Bonds up to \$\*\*5,000,000.00
- Miscellaneous Bonds up to \$\*\*5,000,000.00

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Bond No. 1318771 Signed & sealed this 15 day of July 1996 *Karen G. Cohen*  
Karen G. Cohen, Secretary

RESOLUTIONS OF THE BOARD OF DIRECTORS  
This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 14, 1995:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent;
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 14th day of December, 1995.

*John E. Savage*  
John E. Savage, President

*Karen G. Cohen*  
Karen G. Cohen, Secretary

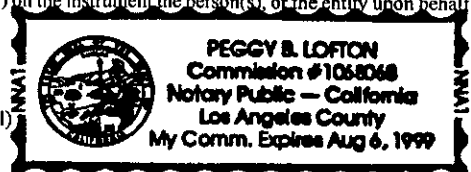
State of California  
County of Los Angeles

On December 14, 1995 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Peggy B. Lofton*  
Peggy B. Lofton, Notary Public

(Seal)



6320 Canoga Avenue Post Office Box 4500 Woodland Hills, CA 91365-4500 TEL 818 704-1111



Amwest Surety Insurance Company  
WOODLAND HILLS, CALIFORNIA



# PERFORMANCE BOND

BOND NO. 1318772

PREMIUM \$300.00

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

**CONTRACTOR (Name and Address):**

*D. Craig Sharpe  
3801 E. 82nd Street  
Indianapolis, IN 46240*

**SURETY (Name and Principal Place of Business):**

**AMWEST SURETY INSURANCE COMPANY**  
*8910 Purdue Road, Suite 305  
Indianapolis, IN 46268*

**OWNER (Name and Address):**

*Hamilton County Commissioners/Drainage Board  
One Hamilton County Square  
Noblesville, IN 46060*

**CONSTRUCTION CONTRACT**

Date: *July 1, 1996*

Amount: *Eight thousand dollars and 00/100* (\$8,000.00)

Description (Name and Location):

*Erosion Control for Tudor Commons, Carmel, IN*

**BOND**

Date (Not earlier than Construction Contract Date): *July 1, 1996*

Amount: *Eight thousand dollars and 00/100* (\$8,000.00)

SIGNED, SEALED AND DATED THIS 1st day of July 19 96

*D. Craig Sharpe*

PRINCIPAL

BY *D. Craig Sharpe*

AMWEST SURETY INSURANCE COMPANY

BY *Deborah M. Roth*  
Deborah M. Roth, ATTORNEY-IN-FACT

FILED

(SEE REVERSE SIDE FOR TERMS AND CONDITIONS)

## PERFORMANCE BOND

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. After the Owner has declared Contractor in default and has satisfied the conditions of Paragraph 3, and the Surety has conducted its own prompt and reasonable investigation as to whether or not the Contractor's default has actually occurred, the Surety may at its own option elect one or more 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 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; and
  - 6.2 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 six months after Contractor Default or within six months after the Contractor ceased working or within six months after the Surety refused 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 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 other legal requirement shall be deemed incorporated herein.
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, or 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 hereof.



**AMWEST SURETY  
INSURANCE COMPANY**

WOODLANDS HILLS, CALIFORNIA

BOND NO. 1318772

PREMIUM \$300.00

# Payment Bond

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

**CONTRACTOR (Name and Address):**

*D. Craig Sharpe  
3801 E. 82nd Street  
Indianapolis, IN 46240*

**SURETY (Name and Principal Place of Business):**

**AMWEST SURETY INSURANCE COMPANY**  
*8910 Purdue Road, Suite 305  
Indianapolis, IN 46268*

**OWNER (Name and Address):**

*Hamilton County Commissioners/Drainage Board  
One Hamilton County Square  
Noblesville, IN 46060*

**CONSTRUCTION CONTRACT**

Date: *July 1, 1996*

Amount: *Eight thousand dollars and 00/100* (\$8,000.00)

Description (Name and Location):

*Erosion Control for Tudor Commons, Carmel, IN*

**BOND**

Date (Not earlier than Construction Contract Date): *July 1, 1996*

Amount: *Eight thousand dollars and 00/100* (\$8,000.00)

SIGNED, SEALED AND DATED THIS 1st day of July 19 96

*D. Craig Sharpe*

PRINCIPAL

BY

*D. Craig Sharpe*

**AMWEST SURETY INSURANCE COMPANY**

BY

*Deborah M. Roth*  
Deborah M. Roth, ATTORNEY-IN-FACT

(SEE REVERSE SIDE FOR TERMS AND CONDITIONS)



UN-18602784-1093101

## PAYMENT BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated 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 all claims, demands, liens or suits by any person or entity whose labor, materials or equipment were 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 11) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the 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 P.O. Box 4500, Woodland Hills, California 91365-4500 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 claims 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 P.O. Box 4500, Woodland Hills, California 91365-4500 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. 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.
7. Amounts owned 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.
8. 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 to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
9. 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.
10. 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 six months from the date (1) on which the claimant gave the notice required by Paragraph 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.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address specified or 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.
12. 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.
13. 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.
14. **DEFINITIONS**
  - 14.1 **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.
  - 14.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 14.3 **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.

# LIMITED POWER OF ATTORNEY

## Amwest Surety Insurance Company

EXPIRATION DATE **1-25-97**

POWER NUMBER **0000558092**

### READ CAREFULLY

This document is printed on white paper containing the artificial watermarked logo (A) of Amwest Surety Insurance Company (the "Company") on the front and brown security paper on the back. Only unaltered originals of the POA are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of California and is only valid until the expiration date. The Company shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (317) 872-1110


KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation (the "Company"), does hereby make, constitute and appoint:  
**SHARON E. CALVIN**  
**DEBORAH M. ROTH**  
**STEVEN M. GREGER**  
AS EMPLOYEES OF AMWEST SURETY INSURANCE CO

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follow:

- Small Business Administration Guaranteed Bonds up to \$\*\*1,250,000.00
- Bid Bonds up to \$\*\*5,000,000.00
- Contract (Performance & Payment), Court, Subdivision \$\*\*5,000,000.00
- License & Permit Bonds up to \$\*\*5,000,000.00
- Miscellaneous Bonds up to \$\*\*5,000,000.00

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Bond No. 1318772 Signed & sealed this 1st day of July 1996   
Karen G. Cohen, Secretary

RESOLUTIONS OF THE BOARD OF DIRECTORS  
This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 14, 1995:


RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 14th day of December, 1995.


  
John E. Savage, President

  
Karen G. Cohen, Secretary

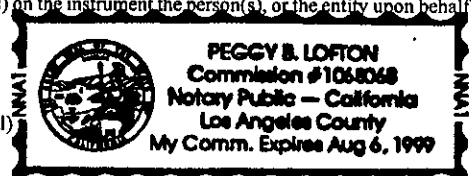
State of California  
County of Los Angeles

On December 14, 1995 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature   
Peggy B. Lofton, Notary Public

(Seal)



6320 Canoga Avenue Post Office Box 4500 Woodland Hills, CA 91365-4500 TEL 818 704-1111



CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Autumn Leaf Subdivision

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 comformity with all plans and specifications .

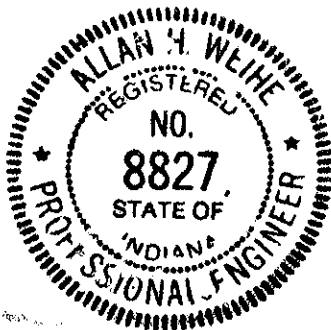
Signature: Allan H. Weihe Date: 3/26/98

Type or Print Name: Allan H. Weihe

Business Address: 10505 N. College Avenue, Indianapolis, IN. 46280

Telephone Number: 846-6611

SEAL



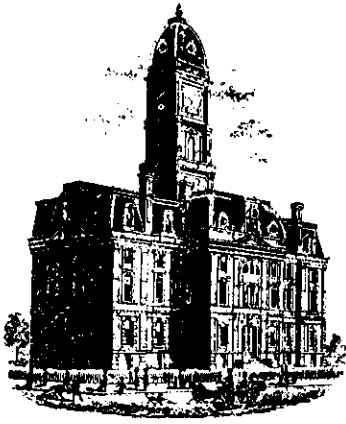
INDIANA REGISTRATION NUMBER

#8827

**FILED**

MAR 30 1998

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

September 9, 1999

**Re: Hunter's Creek South Drain -Autumn Lakes  
Sec. 1 (FKA: Tudor Commons)**

Attached are as-builts, certificate of completion & compliance, and other information for Autumn Lakes Sec. 1. 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 September 6, 1996. The changes are as follows:

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

# 12	828.47	828.47				
# 9	832.07	828.92	21	74		
# 9	832.07	828.92				
# 8	836.28	829.98	18	173		
# 8	836.28	829.98				
# 6	836.47	830.15	18	40		
# 6	836.47	830.15				
# 5	837.93	831.43	18	250		
# 5	837.93	831.43				
# 3	837.97	831.52	12	42		
# 3	837.97	831.52				
# 2	839.49	831.69	12	42		
# 2	839.49	831.69				
# 1	836.73	831.93	12	80		
# 9	832.07	828.92				
# 10	832.13	829.48	15	105		
# 10	832.13	829.48				
# 11	830.8	830.8	12	90		
# 8	836.28	829.98				

# 7	836.5	830.35	18	40	12" rcp
# 5	837.93	831.43			
# 4	838.08	831.78	12	42	
# 13	828.82	828.82			
# 14	838.82	829.17	24	125	
# 14	838.82	829.17			
# 15	838.29	829.44	21	28	
# 15	838.29	829.44			
# 16	836.94	830.04	21	115	
# 16	836.94	830.04			
# 17	838.47	830.57	21	131	
# 17	838.47	830.57			
# 18	838.61	830.86	21	25	
# 18	838.61	830.86			
# 19	838.23	831.43	18	122	
# 19	838.23	831.43			
# 20	837.64	831.99	12	30	
# 22	828.13	828.13			
# 21	828.29	828.29	12	25	
exist rcp			15	35	

**6" SSD Streets:**

TUDOR BEND	680
TUDOR LAKE DRIVE	423
ENGLISH COURT	305
	X 2

**Total:** 2816

**RCP Pipe**

**Totals:**

12	351
15	140
18	625
21	373
24	125

**Total:** 1614

**Other Drain:**

60" Cmp	36
Open Ditch	20

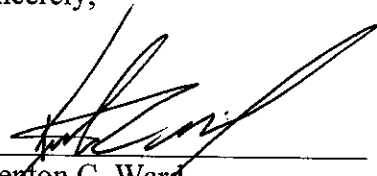
The length of the drain due to the changes described above is now **4,486 feet**.

The non-enforcement was approved by the Board at its meeting on October 28, 1996 and recorded under instrument #9809873110.

The bond or letter of credit from Amwest Surety Insurance Company, number 1318772 for erosion control and 1318771 for storm sewer; in the amount of \$8,000 and \$61,971; was released June 29, 1999 and July 26, 1999.

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

Sincerely,



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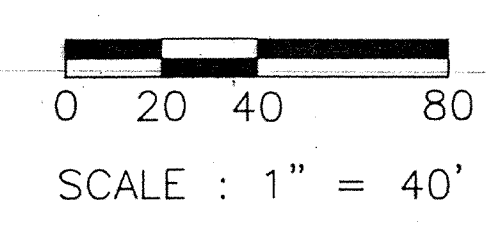
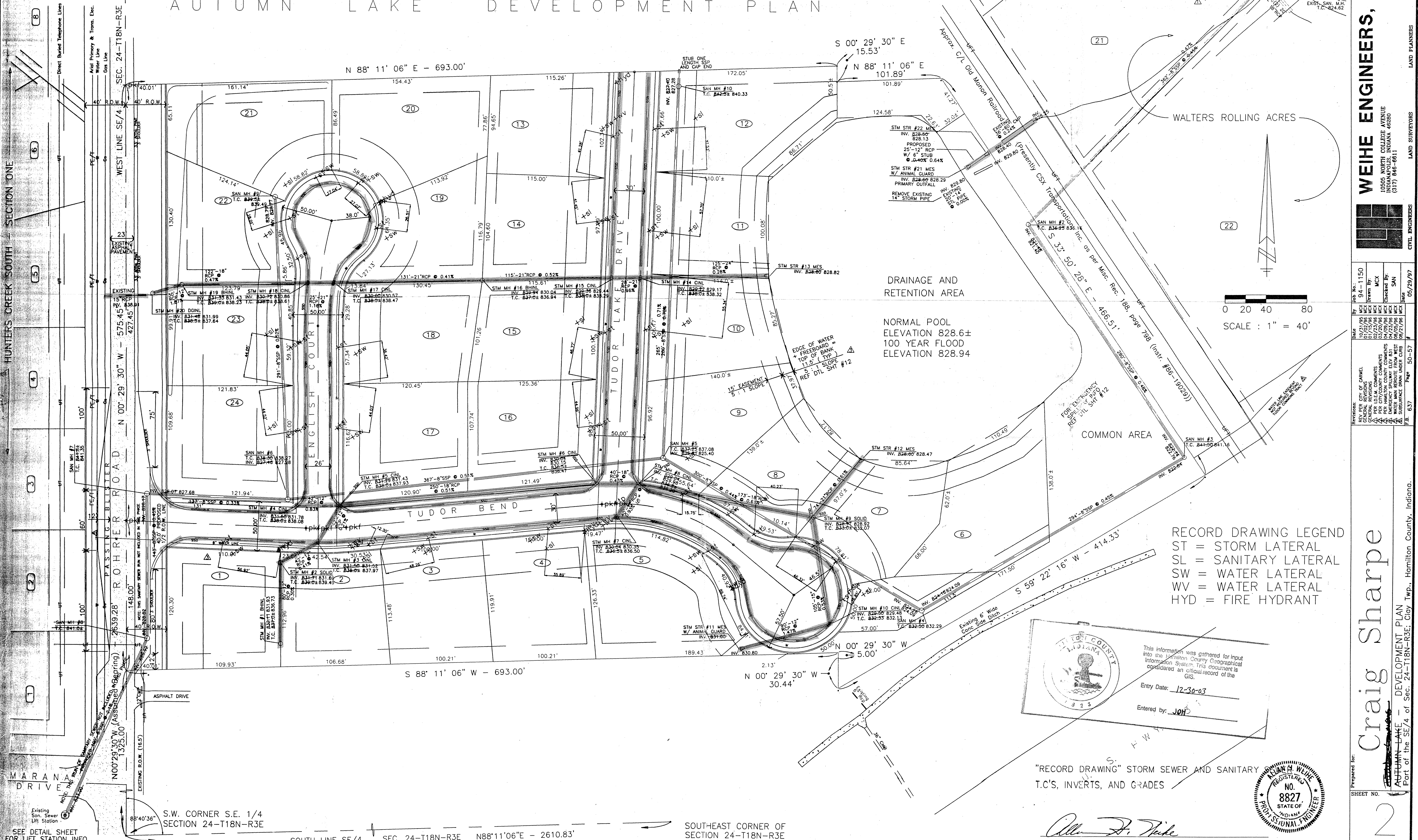
Keaton C. Ward,  
Hamilton County Surveyor

KCW/slm

N.W. CORNER S.E. 1/4  
SEC. 24-T18N-R3E

# AUTUMN LAKE DEVELOPMENT PLAN

NOTE: THE ENGINEER AND/OR OWNER  
DISCLAIM ANY ROLE IN THE CONSTRUCTION  
MEANS AND METHODS ASSOCIATED WITH THE  
PROJECT AS SET FORTH IN THESE PLANS.



SCALE: 1" = 40'

0 20 40 80

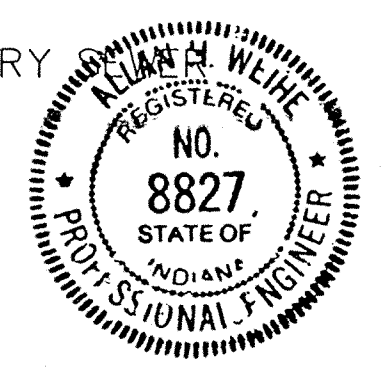
DRAINAGE AND  
RETENTION AREA

NORMAL POOL  
ELEVATION 828.6±  
100 YEAR FLOOD  
ELEVATION 828.94

RECORD DRAWING LEGEND  
ST = STORM LATERAL  
SL = SANITARY LATERAL  
SW = WATER LATERAL  
WV = WATER LATERAL  
HYD = FIRE HYDRANT

Hamilton County, Indiana seal and information box:  
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: 12-30-03  
Entered by: JWH

"RECORD DRAWING" STORM SEWER AND SANITARY  
T.C.'S, INVERTS, AND GRADES



Allan H. Weihe  
ALLAN H. WEIHE, Reg. P.E., INDIANA #8827

WEIHE ENGINEERS, INC.  
ALLAN H. WEIHE, P.E., L.S.  
PRESIDENT  
10605 NORTH COLLEGE AVENUE  
INDIANAPOLIS, INDIANA 46280  
(317) 846-6611  
LAND PLANNERS  
CIVIL ENGINEERS

REVISED	DATE	BY	REASON
10/01/99	10/01/99	MCK	GENERAL REVISIONS
07/02/98	07/02/98	MCK	GENERAL REVISIONS
02/23/98	02/23/98	MCK	PER CITY/COUNTY COMMENTS
02/23/98	02/23/98	MCK	PER CITY/COUNTY COMMENTS
04/23/98	04/23/98	MCK	EMERGENCY SHIPWAY ELEV. 831
08/05/98	08/05/98	MCK	WATER MAIN RESURFACE FROM WEST
07/27/98	07/27/98	MCK	WATER MAIN RESURFACE FROM WEST

Prepared for:  
**Craig Sharpe**  
AUTUMN LAKE - DEVELOPMENT PLAN  
Part of the SE/4 of Sec. 24-T18N-R3E, City Twp., Hamilton County, Indiana.

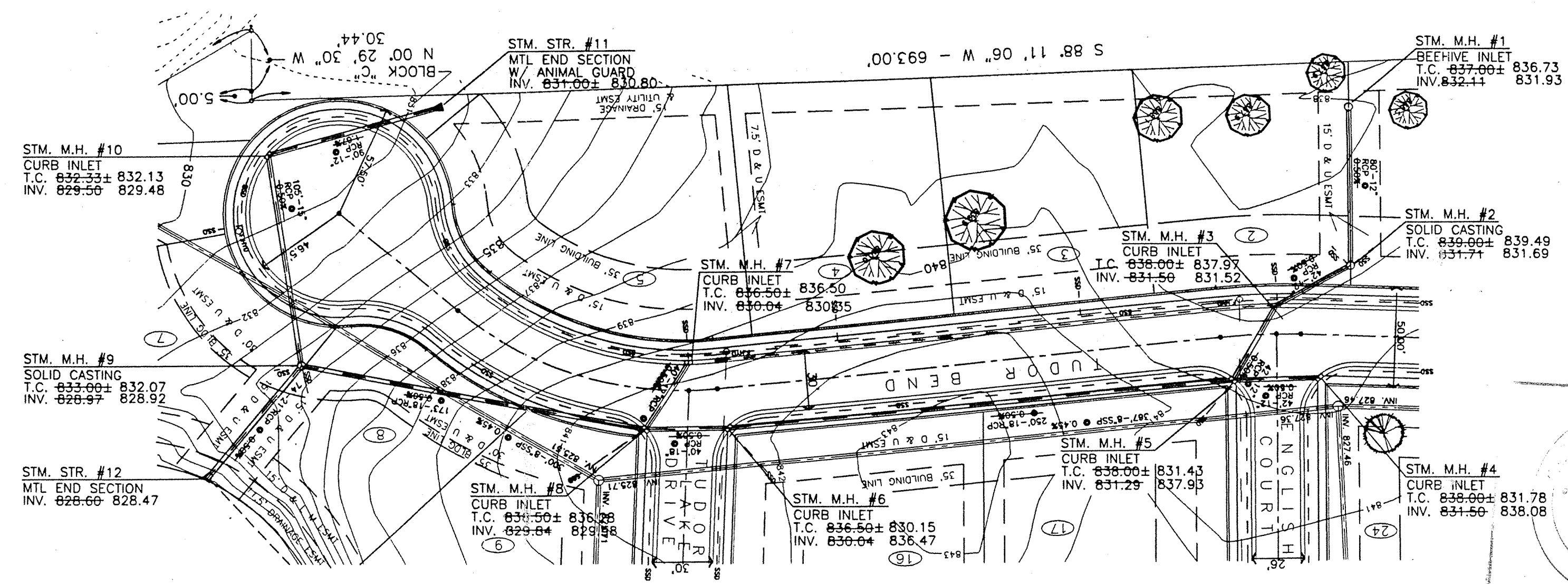
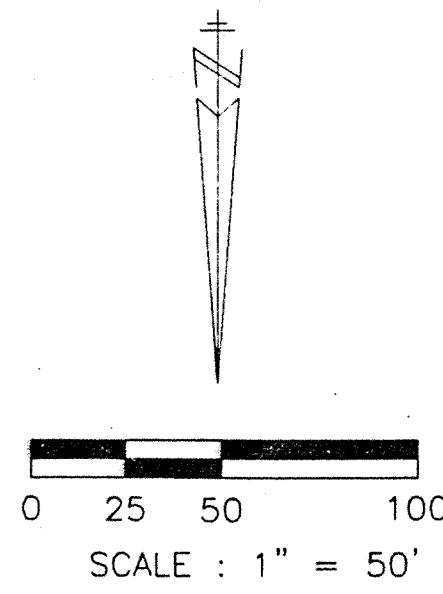
SHEET NO. 2

PREPARED FOR:  
 CRAIG SHARPE  
 3801 E. 82nd Street  
 Indianapolis, Indiana  
 Telephone: (317) 575-0606

PREPARED BY:  
 WEIHE ENGINEERS, INC.  
 10505 North College Avenue  
 Indianapolis, Indiana 46280  
 Telephone: (317) 846-6611

NOTE: THE ENGINEER AND/OR OWNER  
 DISCLAIM ANY ROLE IN THE CONSTRUCTION  
 MEANS AND METHODS ASSOCIATED WITH THE  
 PROJECT AS SET FORTH IN THESE PLANS.

NOTES: IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR  
 TO VERIFY ALL EXISTING UTILITIES AND CONDITIONS PERTAINING  
 TO HIS PHASE OF THE WORK. IT SHALL BE THE CONTRACTORS  
 RESPONSIBILITY TO CONTACT THE OWNERS OF THE VARIOUS UTILITIES  
 BEFORE WORK IS STARTED. THE CONTRACTOR SHALL NOTIFY IN  
 WRITING THE OWNERS OR THE ENGINEER OF ANY CHANGES, ERRORS  
 OR OMISSIONS FOUND ON THESE PLANS OR IN THE FIELD BEFORE  
 WORK IS STARTED OR RESUMED.

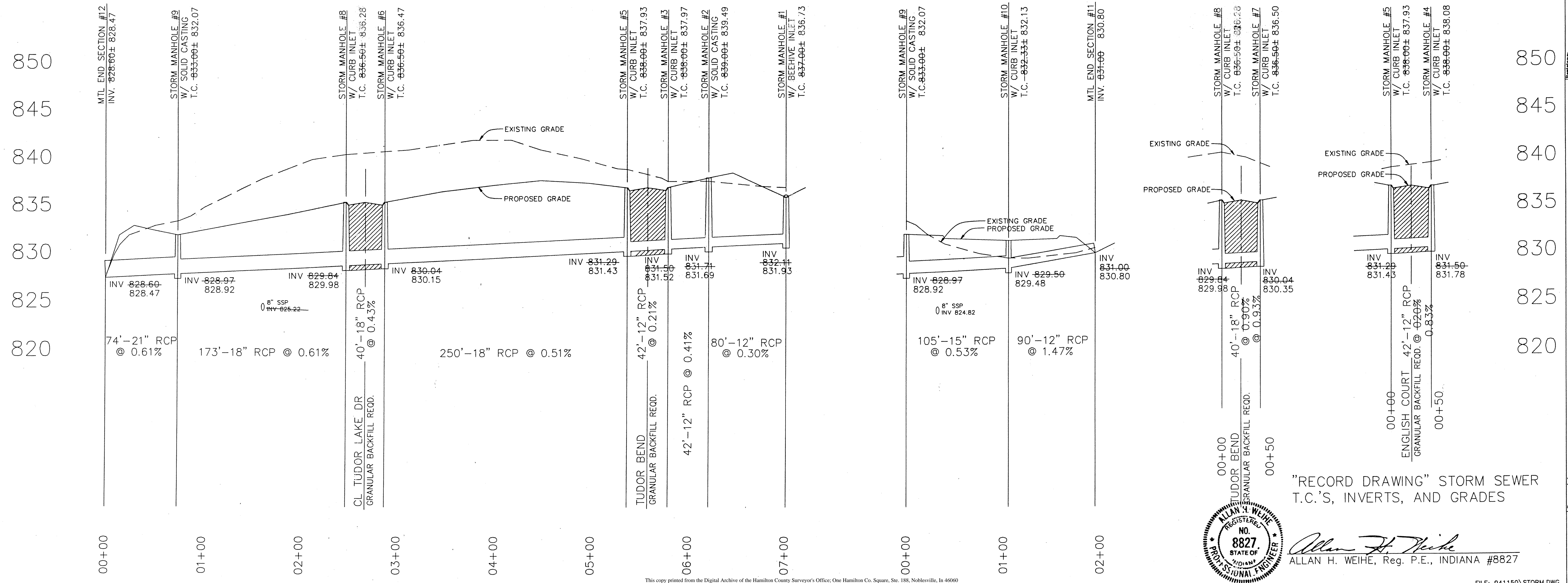


This information was gathered for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.

Entry Date: 12-30-03

Entered by: JWH

SCALE: Horizontal 1"=50'  
 Vertical 1"=5'



"RECORD DRAWING" STORM SEWER  
 T.C.'S, INVERTS, AND GRADES

ALLAN H. WEIHE, Reg. P.E., INDIANA #8827

**WEIHE ENGINEERS, INC.**  
 LAND PLANNERS  
 LAND SURVEYORS  
 CIVIL ENGINEERS

10505 NORTH COLLEGE AVENUE  
 INDIANAPOLIS, INDIANA 46280  
 (317) 846-6611

ALLAN H. WEIHE, P.E., L.S.  
 PRESIDENT

Job No. 94-1150  
 Date 03/20/98  
 Drawn By MCK  
 Check By SAN  
 Date 01/15/98

Revision: 1 PER CITY/COUNTY COMMENTS 04/09/98 MCK  
 2 PER HAMILTON CO. COMMENTS MCK

Part of the SE 1/4 of Sec. 24-T118N-R3E, Cloy Twp., Hamilton County, Indiana.

Prepared for: **Craig Sharpe**  
**Autumn Lake**

SHEET NO. 00

FILE: 941150\STORM.DWG OF 12

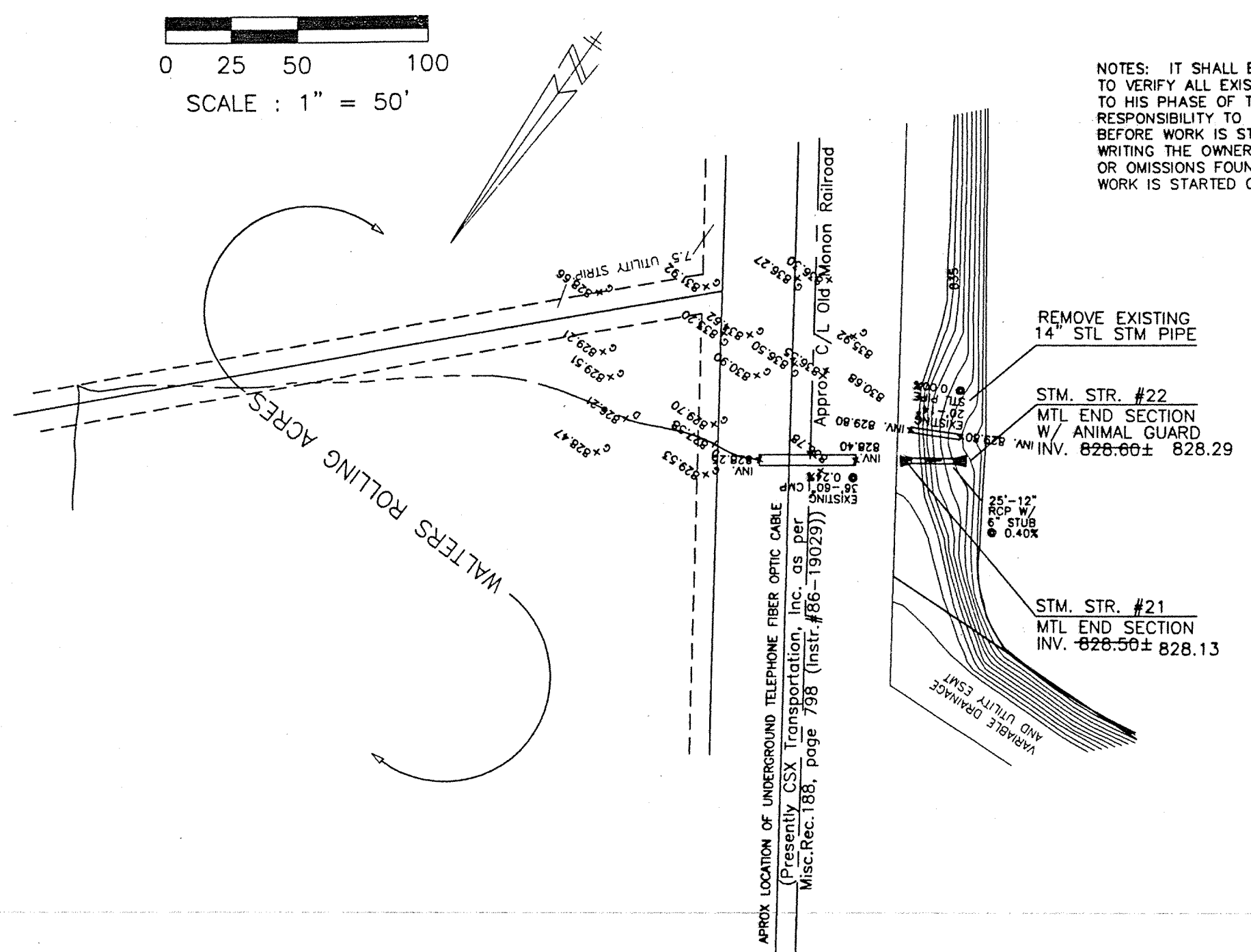
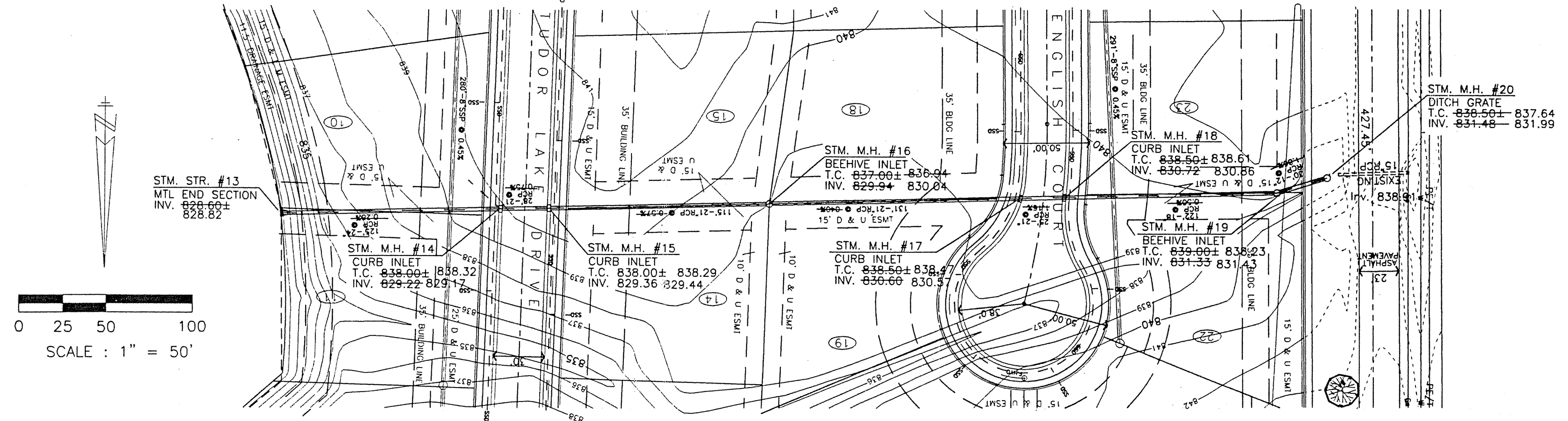
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PREPARED FOR:  
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NOTE: THE ENGINEER AND/OR OWNER  
 DISCLAIM ANY ROLE IN THE CONSTRUCTION  
 MEANS AND METHODS ASSOCIATED WITH THE  
 PROJECT AS SET FORTH IN THESE PLANS.

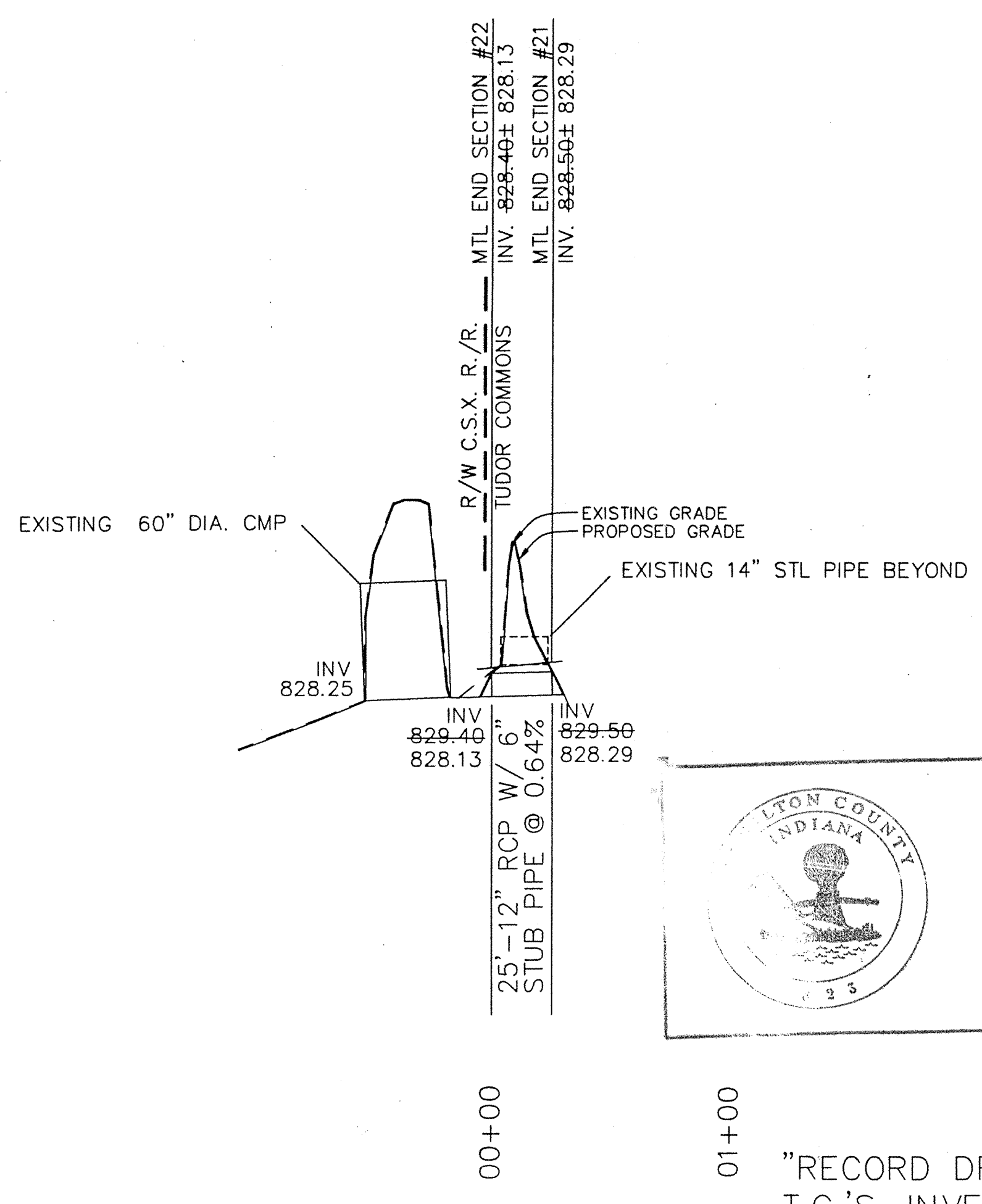
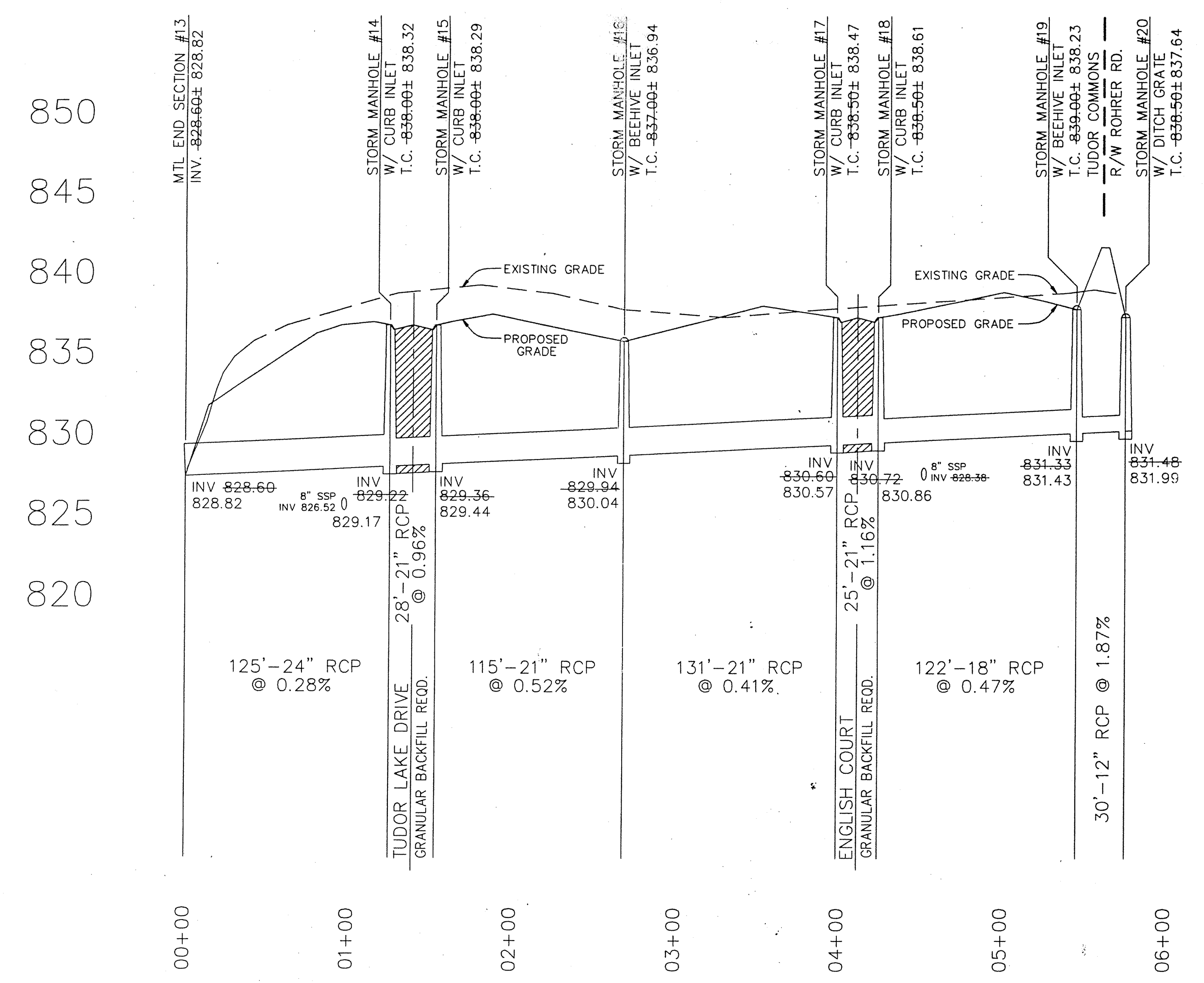
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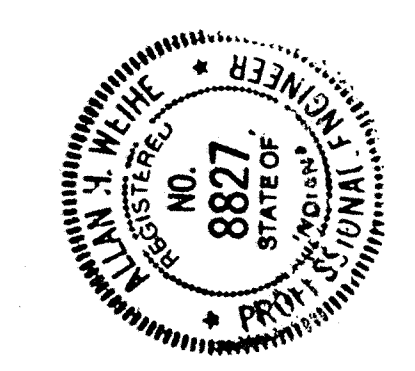
0 25 50 100  
 SCALE: 1" = 50'

0 25 50 100  
 SCALE: 1" = 50'

SCALE: Horizontal 1"=50'  
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"RECORD DRAWING" STORM SEWER  
 T.C.'S, INVERTS, AND GRADES

Allan H. Weihe  
 ALLAN H. WEIHE, Reg. P.E., INDIANA #8827

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 PRESIDENT

Job No. 94-1150	Drawn By: MCA	Date: 01/15/96
Scale: 1"=50'	Checked By: SAN	
Issue Date: 03/20/96	Issue By: MCA	
Issue No. 03/20/96	Issue By: MCA	

P.B. 637 Page 50-57

Craig Sharpe  
 Storm Sewer Plan and Profile  
 Part of the SE/4 of Sec. 24-118N-R3E, Clay Twp., Hamilton County, Indiana.

SHEET NO. 9

FILE: 941150\STORM.DWG OF 12