

**Drain:** RUSSEL JOHNSON      **Drain #:** 263  
**Improvement/Arm:** WHISPERING WOODS RELOCATION  
**Operator:** J. LIVINGSTON      **Date:** 2-5-07  
**Drain Classification:** Urban/Rural      **Year Installed:** 2005

**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

JL

sum JL

JL

JL

JL

JL

JL

JL

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

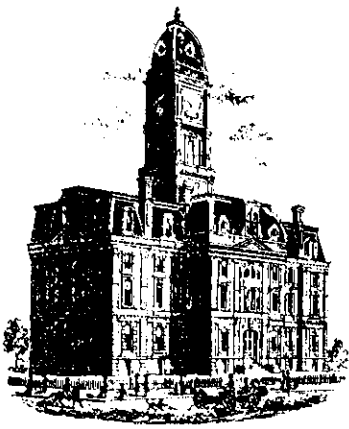
Drain-Improvement: RUSSEL JOHNSON - WHISPERING WOODS RELOCATION

Drain Type:	Size:	Length	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
RCP	30"	292'	292'			

Sum: 292' 292' \$13,300.00

Final Report: 292'

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



SURVEYOR'S OFFICE

# Hamilton County

*Kenton C. Ward, Surveyor*

*Phone (317) 776-8495*

*Fax (317) 776-9628*

*Suite 188*

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

To: Hamilton County Drainage Board

January 7, 2003

Re: Russell Johnson Drain, Whispering Woods Arm

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Russell Johnson Drain, Whispering Woods Arm. 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:

12" RCP - 1,487 ft      15" RCP - 1,121 ft      30" RCP - 289 ft

The installation of the 289 feet of 30" RCP will replace 289 feet of 24" RCP of the Russell Johnson Drain, Sandstone Arm per my report dated November 18, 1999 (Falcon Engineering; Job # 99-22). The 24" RCP to be replaced is from Str. 179A (Headwall) to Str. 179 and 174 feet of pipe upstream of Str. 179 where Whispering Woods Offsite Str. 290 will be set.

The Whispering Woods Arm will consist of a total length of 2,608 feet of drain from Str. 290 to Str. 299 per the Stoppelwerth & Associates Inc. plans; Job #41475.

The following parcels will be affected by the Whispering Woods Arm Drain construction:

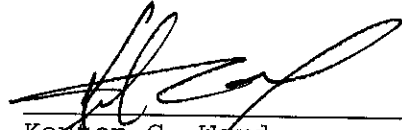
13-11-33-00-00-006.101 - Charles & Kim Decker  
13-11-33-00-00-006.002 - O'Brien Holdings, LLC

Attached is the easement agreement and legal description for parcel #13-11-33-00-00-006.101 for that portion of storm sewer drain between Str 290 and 126<sup>th</sup> Street. The construction of

Sandstone Arm Drain across parcel #13-11-33-00-00-006.101 and #13-11-33-00-00-006.002 was approved by the Hamilton County Drainage Board on January 10, 2000. These easements are recorded as Instrument #'s 200000009935 and 200000009936 respectively in the Office of the Hamilton County Recorders.

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.

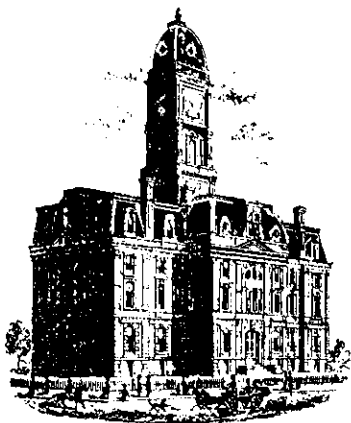
I recommend the Board set a hearing for this proposed drain for March 24, 2003.



---

Kenton C. Ward  
Hamilton County Surveyor

KCW/llm



SURVEYOR'S OFFICE  
**Hamilton County**

*Kenton C. Ward, Surveyor*

*Phone (317) 776-8495*

*Fax (317) 776-9628*

*Suite 188*

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

March 24, 2003

To: Hamilton County Drainage Board

Re: Russell Johnson Drain, Sandstone Arm

Attached is a petition, plans, calculations and quantity summary for the reconstruction of the Russell Johnson Drain, Sandstone Arm. I have reviewed the submittals and petition and have found each to be in proper form. This reconstruction is being done to accommodate the required cfs from the Whispering Woods Subdivision.

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:

30" RCP - 289 ft

The installation of the 289 feet of 30" RCP will replace 289 feet of 24" RCP of the Russell Johnson Drain, Sandstone Arm per my report dated November 18, 1999 (Falcon Engineering; Job # 99-22). The 24" RCP to be replaced is from Str. 179A (Headwall) to Str. 179 and 174 feet of pipe upstream of Str. 179 where Whispering Woods Offsite Str. 290 will be set.

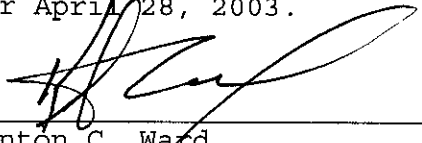
The following parcels will be affected by the proposed reconstruction:

13-11-33-00-00-006.101 - Charles & Kim Decker  
13-11-33-00-00-006.002 - O'Brien Holdings, LLC

The construction of Sandstone Arm Drain across parcel #13-11-33-00-00-006.101 and #13-11-33-00-00-006.002 was approved by the Hamilton County Drainage Board on January 10, 2000. These easements are recorded as Instrument #'s 200000009935 and 200000009936 respectively in the Office of the Hamilton County Recorders.

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 the Board set a hearing for this proposed drain for April 28, 2003.



---

Kenton C. Ward  
Hamilton County Surveyor

KCW/llm

FINDINGS AND ORDER

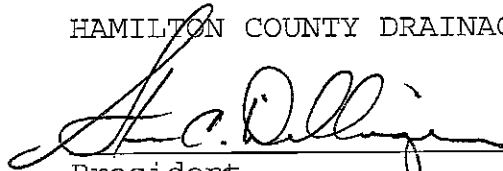
CONCERNING THE MAINTENANCE OF THE

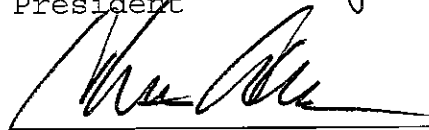
Russell Johnson Drain, Sandstone Arm


On this *28th day of April 2003*, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Russell Johnson Drain, Sandstone Arm*.

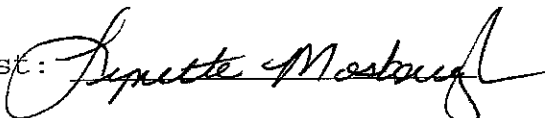
Evidence has been heard. Objections were presented and considered. The Board then adopted the original/amended Schedule of Assessments. The Board now finds that the annual maintenance assessment will be less than the benefits to the landowners and issues this order declaring that this Maintenance Fund be established.

HAMILTON COUNTY DRAINAGE BOARD

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

Attest: 

STATE OF INDIANA )  
 ) ss:  
COUNTY OF HAMILTON )

BEFORE THE HAMILTON COUNTY  
DRAINAGE BOARD  
NOBLESVILLE, INDIANA

IN THE MATTER OF THE  
RECONSTRUCTION OF THE  
*Russell Johnson Drain, Sandstone Arm*

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the *Russell Johnson Drain, Sandstone Arm* came before the Hamilton County Drainage Board for hearing on April 28, 2003, on the Reconstruction Report consisting of the report and the Schedule of Damages and Assessments. The Board also received and considered the written objection of an owner of certain lands affected by the proposed Reconstruction, said owner being:

Evidence was heard on the Reconstruction Report and on the aforementioned objections.

The Board, having considered the evidence and objections, and, upon motion duly made, seconded and unanimously carried, did find and determine that the costs, damages and expenses of the proposed Reconstruction will be less than the benefits accruing to the owners of all land benefited by the Reconstruction.

The Board having considered the evidence and objections, upon motion duly made, seconded and unanimously carried, did adopt the Schedule of Assessments as proposed, subject to amendment after inspection of the subject drain as it relates to the lands of any owners which may have been erroneously included or omitted from the Schedule of Assessments.

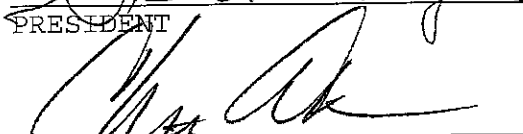
The Board further finds that it has jurisdiction of these proceedings and that all required notices have been duly given or published as required by law.


Wherefore, it is ORDERED, that the proposed Reconstruction of the *Russell Johnson Drain, Sandstone Arm* be and is hereby declared established.

Thereafter, the Board made inspection for the purpose of determining whether or not the lands of any owners had been erroneously included or excluded from the Schedule of Assessments. The Board finds on the basis of the reports and findings at this hearing as follows:


HAMILTON COUNTY DRAINAGE BOARD

  
PRESIDENT

  
Member

  
Member

ATTEST:

  
Executive Secretary





**INSCO INSURANCE SERVICES, INC.**  
Underwriting Manager for:  
Developers Surety and Indemnity Company  
Indemnity Company of California  
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

Bond No. 888137S

# Performance Bond

"Printed in cooperation with the American Institute of Architects (AIA) by the Insko/Dico Group. The language in this document conforms exactly to the language used in AIA Document A312, December, 1984 edition, Third Printing, March, 1987."

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

CONTRACTOR (Name and Address):  
Weihe Construction, Inc.  
15215 Stoney Creek Way  
Noblesville, IN 46060

SURETY (Name and Principal Place of Business):  
Developers Surety and Indemnity Company  
1603 22nd St.  
Suite #200  
West Des Moines, IA 50266

OWNER (Name and Address):  
Hamilton County Surveyors Office

**CONSTRUCTION CONTRACT**

Date: March 21, 2003  
Amount: \$13,000  
Description (Name and Location): Whispering Woods, Storm Sewers

**BOND**

Date (Not earlier than Construction Contract Date): March 21, 2003  
Amount: \$13,000  
Modifications to this Bond:

None  See Page 3

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY **DEVELOPERS SURETY AND  
INDENNITY COMPANY**  
Company: (Corporate Seal)

Signature: *Robert Weihe*  
Name and Title:

Signature: *C*  
Name and Title: Corey Kunkleman, Attorney-in-fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT or BROKER:

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

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - 1 After investigation, determine the amount of which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
  - 2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law,

the minimum period of limitation available to sureties as a defense in the jurisdiction of the suite 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 legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

**12.1** Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have

been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



**INSCO INSURANCE SERVICES, INC.**  
Underwriting Manager for:  
Developers Surety and Indemnity Company  
Indemnity Company of California  
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

Bond No. 888137S

# Payment Bond

"Printed in cooperation with the American Institute of Architects (AIA) by the Insko/Dico Group. The language in this document conforms exactly to the language used in AIA Document A312, December, 1984 edition, Third Printing, March, 1987."

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

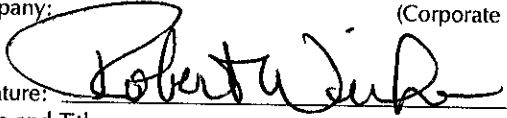
**CONTRACTOR (Name and Address):**  
Weihe Construction, Inc.  
15215 Stoney Creek Way  
Noblesville, IN 46060

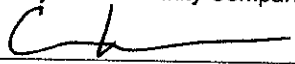
**SURETY (Name and Principal Place of Business):**  
Developers Surety and Indemnity Company  
1603 22nd Street, Suite #200  
West Des Moines, IA 50266

**OWNER (Name and Address):**  
Hamilton County Surveyors Office

**CONSTRUCTION CONTRACT**  
Date: March 21, 2003  
Amount: \$13,000  
Description (Name and Location): Whispering Woods, Storm Sewers

**BOND**  
Date (Not earlier than Construction Contract Date): March 21, 2003  
Amount: \$13,000  
Modifications to this Bond:  None  See Page 3

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_ (Corporate Seal)  
Signature:   
Name and Title: \_\_\_\_\_

**SURETY**  
Company: Developers Surety and Indemnity Company (Corporate Seal)  
Signature:   
Name and Title: Corey Kunkleman, Attorney-in-fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY – Name, Address and Telephones)  
AGENT or BROKER:

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

**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

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

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

**2.2** Defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and 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 the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

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

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

**.2** Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

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

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

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

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

**6.2** Pay or arrange for payment of any undisputed amounts.

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

**8** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**9** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

**10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**11** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor of service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 • (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each severally, but not jointly, hereby make, constitute and appoint:

\*\*\*LEO LAGROTTE, COREY KUNKLEMAN, MEGAN CHADD, KATHRYN WOMBLE, JOINTLY OR SEVERALLY\*\*\*

as the true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 8<sup>th</sup> day of November, 2000.

By: [Signature]  
David H. Rhodes, Executive Vice President

By: [Signature]  
Walter A. Crowell, Secretary



STATE OF CALIFORNIA )  
                                  )SS.  
COUNTY OF ORANGE )

On November 8, 2000, before me, Diane J. Kawata, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



CERTIFICATE

The undersigned, as Chief Operating Officer of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 21 day of March, 2003.

By: [Signature]  
David G. Lane, Chief Operating Officer



CONSULTING ENGINEERS  
LAND SURVEYORS

R.M. Stoepelwerth, PE, PLS • David J. Stoepelwerth, PE, PLS • Curtis C. Huff, PLS • Dennis D. Olmstead, PLS • Jeffory W. Darling, PLS

**CERTIFICATE OF COMPLETION AND COMPLIANCE**

To: Hamilton County Surveyor

Re: Whispering Woods, Phase One

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: Jeffory W. Darling Date: October 16, 2003

Type or Print Name: Jeffory W. Darling

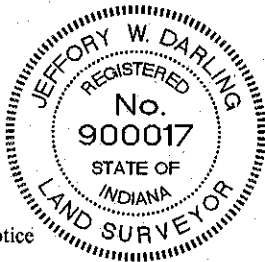
Business Address: Stoepelwerth & Associates, Inc.

9940 Allisonville Road, Fishers, Indiana 46038

Telephone Number: (317) 849-5935

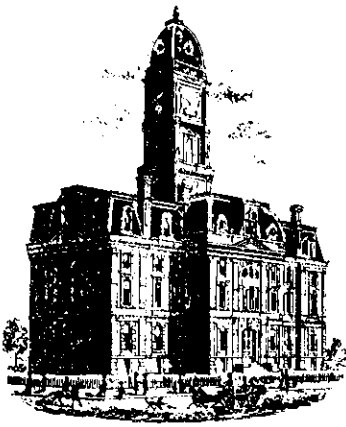
SEAL

INDIANA REGISTRATION NUMBER



900017

S/41475S1/Notice



SURVEYOR'S OFFICE

# Hamilton County

Kenton C. Ward, Surveyor  
 Phone (317) 776-8495  
 Fax (317) 776-9628

Suite 188  
 One Hamilton County Square  
 Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

February 3, 2004

Re: Russel Johnson – Whispering Woods  
 Relocation

Attached are as-builts, certificate of completion & compliance, and other information for Whispering Woods 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 January 7, 2003. The report was **modified** by the Board at the hearing held March 24, 2003. (See Drainage Board Minutes Book 7, Pages 1-5)

The drainage board, due to the property owners objections voted to waive the requirement for a regulated drain. Therefore, the Whispering Woods extension of the Sandstone Arm to the Russell Johnson Drain was not accepted as regulated drain. Nonetheless, the replacement of the Sandstone Arm from Structure 288 to 290 was approved and carried out by the developer.

The lengths for this replacement of pipe are as follows:

Structure:	T.C.:	I.E.:	Pipe:	Length:	Grade:	Original:	Difference:
290	821.78	17.57					
289	823.27	17.3	30	177	0.15	174	3
289	823.27	17.3					
288		16.95	30	115	0.3		

The length of the drain due to the changes described above is now **292 feet**.

The construction of the Sandstone Arm Drain across parcel #13-11-33-00-00-006.101 and #13-11-33-00-00-006.002 was approved by the Hamilton County Drainage Board on January 10, 2000. These easements are recorded as Instrument #'s 2000000009935 and 2000000009936 respectively in the Office of the Hamilton County Recorder.

The following surety was guaranteed by Star Financial Bank and released by the Board on its November 24, 2003 meeting.

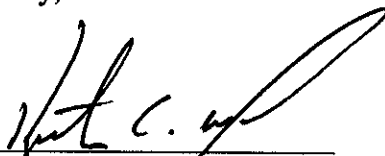
**Bond-LC No: 16766267**  
**Insured For: Storm Sewers**



**Amount:** \$13,300  
**Issue Date:** April 2, 2003

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

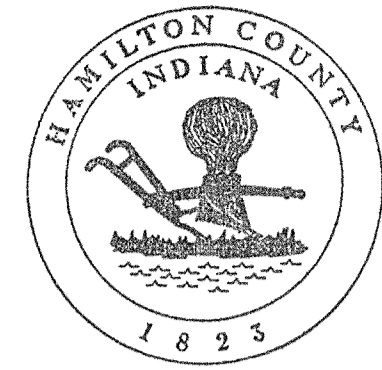
Sincerely,



---

Kenton C. Ward,  
Hamilton County Surveyor

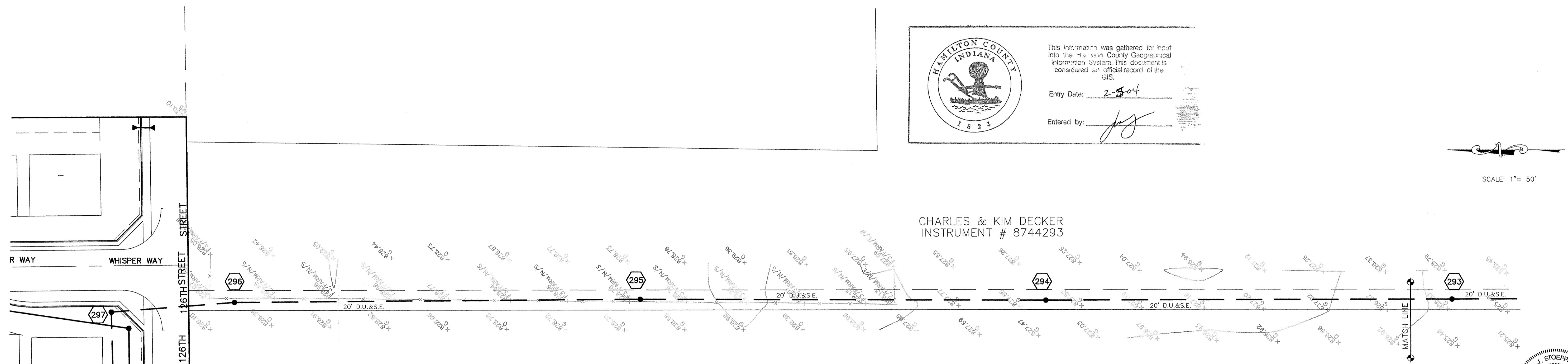
KCW/slm



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: 2-2-04

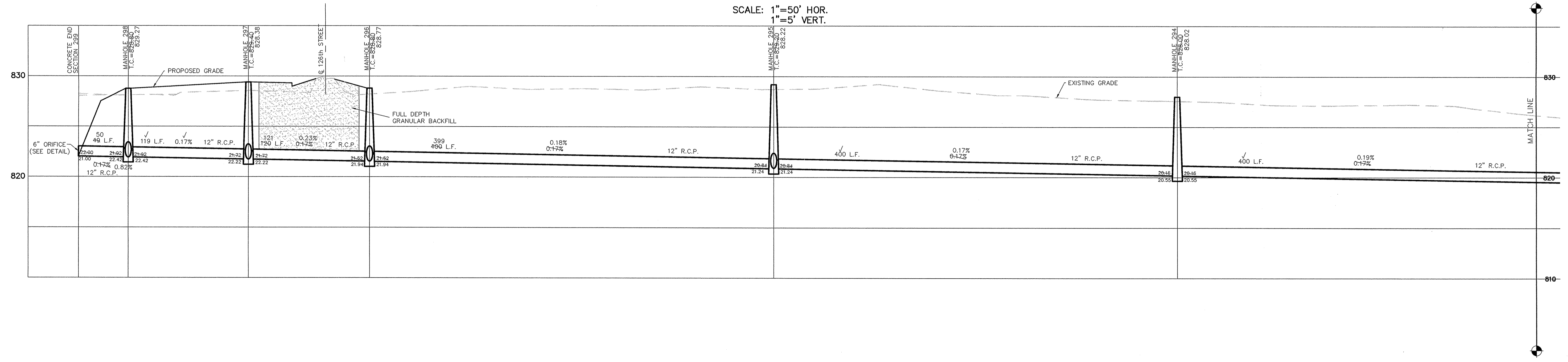
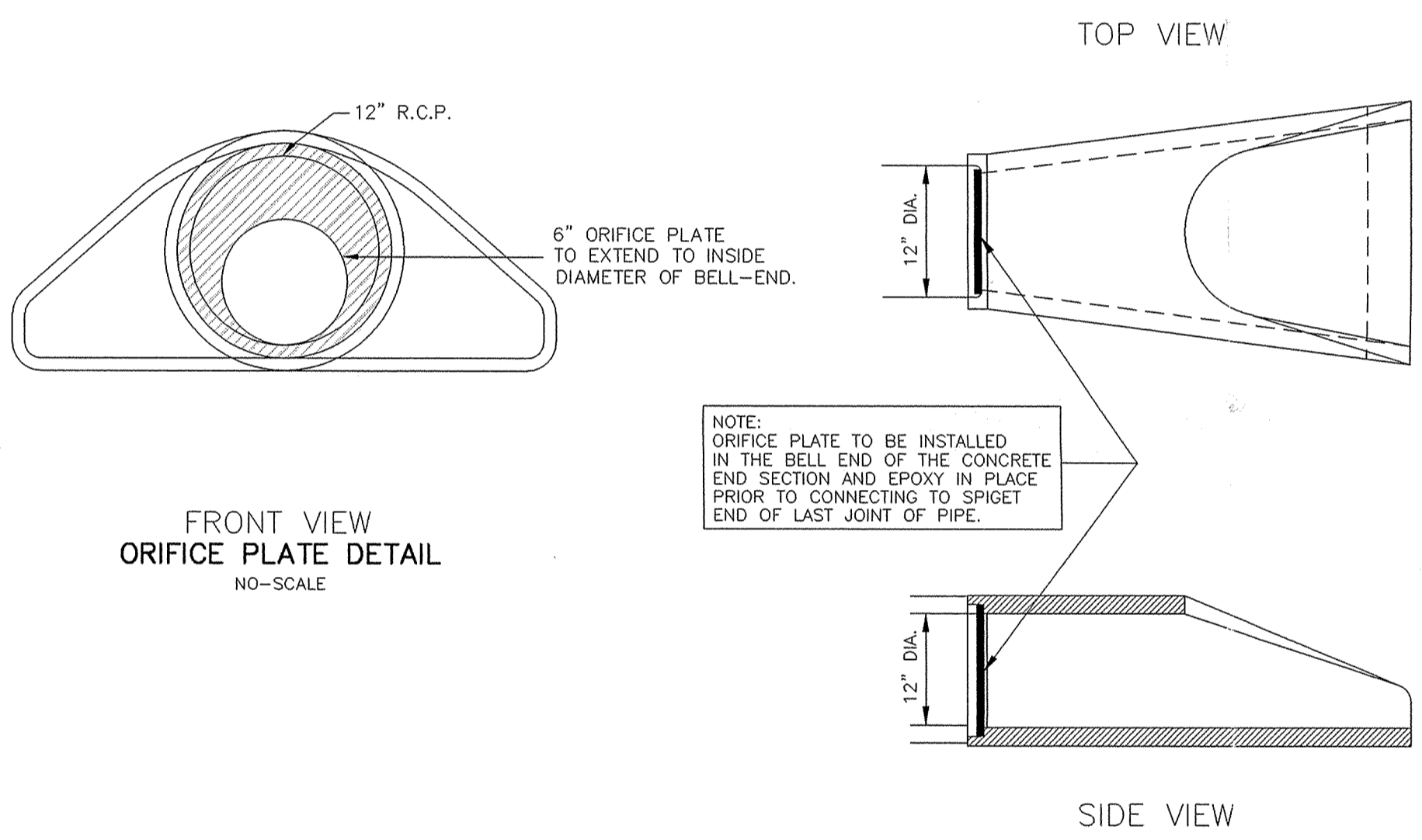
Entered by: [Signature]



# RECORD DRAWING

*Jeffery W. Darling*  
**JEFFERY W. DARLING**  
 Registered Land Surveyor  
 No. 900017

10/1/03  
 DATE



**OFF-SITE**

**STORM SEWER PLAN & PROFILE**  
**WHISPERING WOODS**  
**PHASE ONE**

INDIANA FISHERS

SHEET NO. **4**  
 OF 22 SHEETS  
 JOB NO. 41475

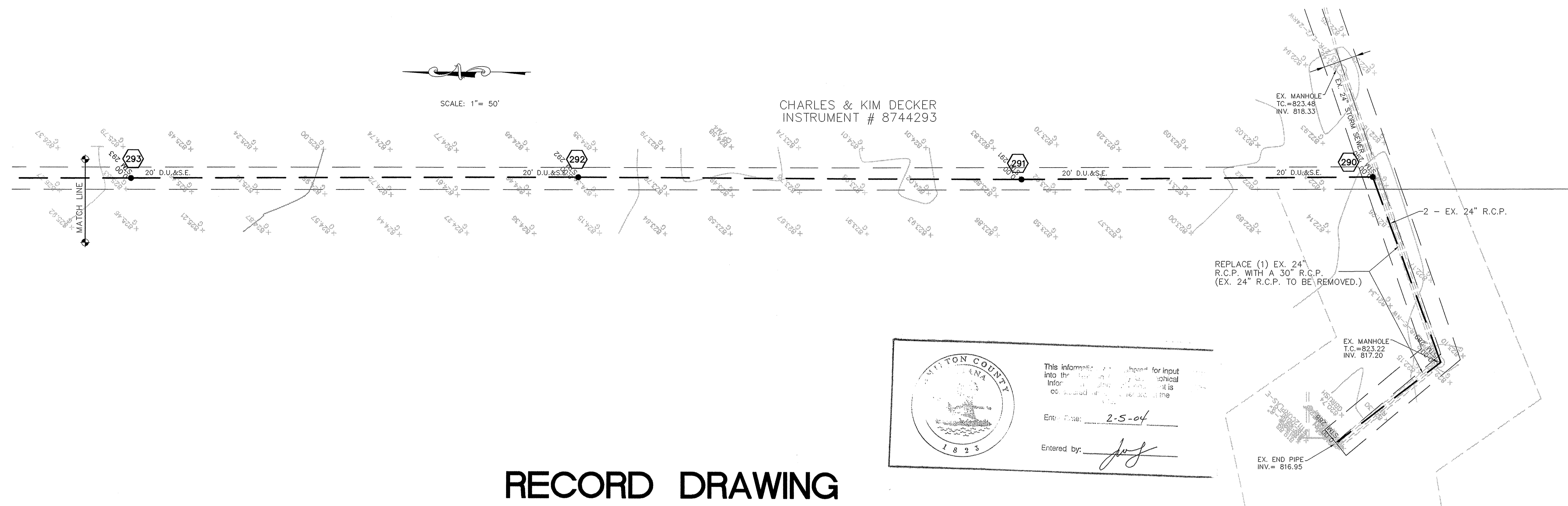
CONSULTING ENGINEERS - LAND SURVEYORS  
 (317) 849-5935 1-800-728-6917 FAX: (317) 849-5942  
 INDIANAPOLIS, INDIANA

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

CERTIFIED: 12/27/01  
 David J. Stoppelmeier

OWN. BY	DATE	MARK	REVISIONS
BAH	12/27/01		
OK BY			
EEF			
SCALE	1"=50'		

This copy is from the Digital Archive of the Hamilton County Surveyor's Office, Noblesville, IN 46060



SCALE: 1" = 50'

CHARLES & KIM DECKER  
INSTRUMENT # 8744293

This information is subject to change without notice. It is intended for use only for the project and site shown on this drawing.

Entered by: *[Signature]*

Entered on: 2-5-04



DATE	BY	REVISIONS
12/27/01 <td>[Signature] <td></td> </td>	[Signature] <td></td>	

CERTIFIED: 12/27/01

David J. Stoepfel  
Professional Engineer

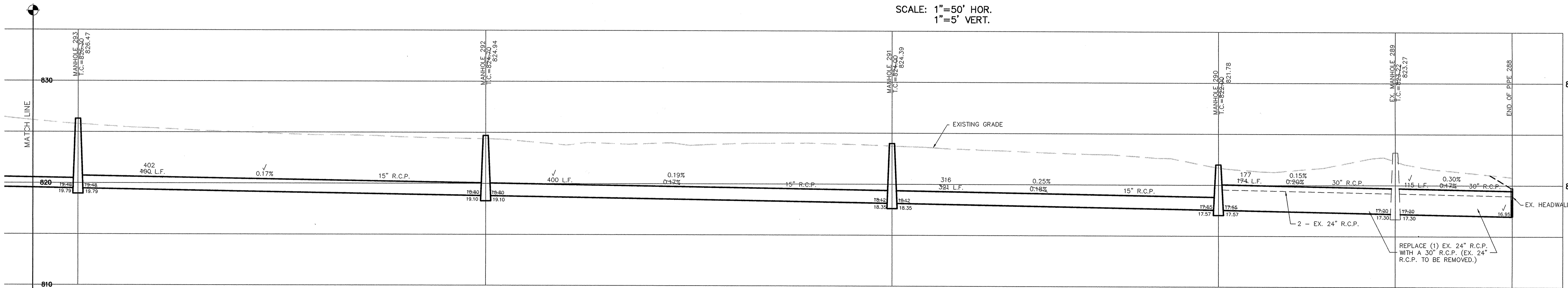
# RECORD DRAWING

*[Signature]*  
JEFFORY W. DARLING  
Registered Land Surveyor  
No. 900017

10/1/03  
DATE



CONSULTING ENGINEERS - LAND SURVEYORS  
(317) 849-5935 1-800-728-6917 FAX: (317) 849-5942  
INDIANAPOLIS INDIANA



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

## OFF-SITE

STORM SEWER PLAN & PROFILE  
WHISPERING WOODS  
PHASE ONE

SHEET NO.  
**4A**  
OF 22 SHEETS  
JOB NO. 41475

This copy is from the Digital Archive of the Hamilton County Surveyor's Office, Noblesville, IN 46060