

SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 146

One Hamilton County Square

Noblesville, Indiana 46060-2230

May 20, 1998

TO: Hamilton County Drainage Board

RE: Oak Park Drain, Replat of Section 1

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the **Replat of Section 1 of the Oak Park Drain**. I have reviewed the submittals and petition and have found them 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 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	2348 ft	4'x8' Conc Box	70 ft
12" RCP	946 ft		

The total length of the drain will be 3364 feet.

The retention pond (area) located in the Common Area and on Lot 24, 25, 26, 29, 30 and 31 is not to be considered part of the regulated drain. The inlet and outlet will be maintained as part of the regulated drain along with the berm and open ditch. The maintenance of the pond (lake) will be the responsibility of the homeowners Association. The board will also retain jurisdiction for ensuring the storage volume for which the lake was designed will be retained. Thereby, allowing no fill or easement encroachments. The open ditch was included as part of the regulated drain per my report dated November 3, 1994.

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.

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of the drain. I recommend a maintenance assessment of **\$35.00** per lot, **\$5.00** per acre for roadways,

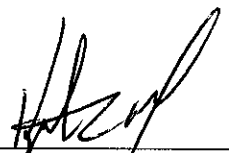
with a \$35.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$560.00.

Parcels assessed for this drain may be assessed for the Mary E. Wilson, Wheeler & Beals or Cool Creek drain at sometime in the future.

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 that the board also approve the attached 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 Replat Lots 19-22 Oak Park Section 1 as recorded in the office of the Hamilton County Recorder.

I recommend the board set a hearing for this proposed drain for June 1998.



Kenton C. Ward
Hamilton County Surveyor
KCW/kkw

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

TO: Hamilton County Drainage Board, Noblesville, Indiana
 % County Surveyor, Courthouse, Noblesville, Indiana

In the matter of THE OAKS Subdivision,
Section 1, REPLAT Drain Petition.

Petitioner is the owner of all lots in the land affected by the proposed new regulated drain. The drainage will affect various lots in THE OAKS, SECTION 1 REPLAT, a subdivision in Hamilton County, Indiana. The general route of such drainage shall be in existing easements and along public roads as shown in the plans on file in the Surveyor's Office.

Petitioner believes that the cost, damages and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land likely to be benefited thereby. Petitioner believes the proposed improvement will:

- (a) improve public health
- (b) benefit a public street
- (c) be of public utility

Petitioner agrees to pay the cost of construction of the drainage system and requests periodic maintenance assessments by the Board thereafter. The Petitioner also agrees to the following:

1. To provide the Drainage Board a Performance Bond for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 100% of the Engineers estimate. The bond will be in effect until construction of 100% of the system is completed and so certified by the Engineer.

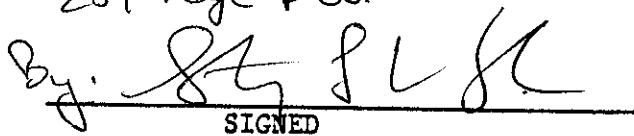
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OFFICE OF HAMILTON COUNTY SURVEYOR

2. The Petitioner shall retain the Engineer throughout the construction phase. At completion of the project the Petitioners Engineer shall certify that the drainage system which is to be maintained as a regulated drain has been constructed as per construction plans.
3. The Petitioner shall request all changes from the approved plan prior to implementation of the change. All changes shall be documented and given to the Surveyor to be placed in the Drain file.
4. The Petitioner shall instruct his Engineer to provide a reproducible print on a 24" x 36" mylar of the final design of the Drainage System. This shall be submitted prior to the release of the Performance Bond.
5. The Petitioner shall comply with the Erosion Control Plan as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The Surveyor shall immediately install or repair the needed measures as per IC 36-9-27-46.

The Petitioner further requests that the Drain be classified as an Urban Drain.

Estridge Dev. Co.
By: 
SIGNED


PRINTED NAME

SIGNED

PRINTED NAME

RECORDED OWNER (S) OF LAND INVOLVED

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

TO: HAMILTON COUNTY DRAINAGE BOARD
% Hamilton County Surveyor, Courthouse, Noblesville, IN 46060

In the matter of Oak Park Subdivision,
Section One Drain Petition.

Petitioner is the owner of all lots in the land affected by the proposed new regulated drain. The drainage will affect various lots in Oak Park, a subdivision in Hamilton County, Indiana. The general route of such drainage shall be in existing easements and along public roads as shown in the plans on file in the Surveyor's Office.

Petitioner believes that the cost, damages and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land likely to be benefited thereby. Petitioner believes the proposed improvements will:

- (a) improve public health
- (b) benefit a public street
- (c) be of public utility

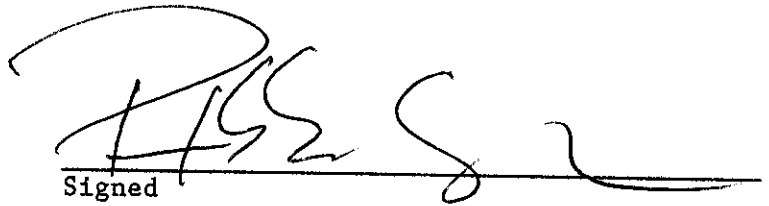
Petitioner agrees to pay the cost of construction of the drainage system and requests periodic maintenance assessments by the Board thereafter.

The Petitioner also agrees to the following:

1. To provide the Drainage Board a Performance Bond for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 100% of the Engineers estimate. The bond will be in effect until construction of 100% of the system is completed and so certified by the Engineer.
2. The Petitioner shall retain an Engineer throughout the construction phase. At completion of the project the Petitioner's Engineer shall certify that the drainage system which is to be maintained as a regulated drain has been constructed as per construction plans.

3. The Petitioner agrees to request in writing to the County Surveyor any changes from the approved plan and must receive written authorization from the County Surveyor prior to implementation of the change. All changes shall be documented and given to the Surveyor to be placed in the Drain File.
4. The Petitioner shall instruct his Engineer to provide a reproducible print on a 24" x 36" mylar of the final design of the Drainage System. This shall be submitted to the County Surveyor prior to the release of the Performance Bond.
5. The Petitioner shall comply with the Erosion Control Plan as as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The County Surveyor shall immediately install or repair the needed measures at Petitioners cost as per IC 36-9-27-46.

The Petitioner further requests that the Drain be classified as an Urban Drain.


Signed _____

Paul E. Estridge, Jr.
Printed Name

Signed

Printed Name

RECORDED OWNER(S) OF LAND INVOLVED

DATE 11/19/93

OAK PARK SECTION 1 REPLAT
WESTFIELD, IN

ENGINEERS ESTIMATE

DATE: 2-25-98

ITEM: SUMMARY

JOB #: 927.001



DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
STORM SEWER				\$61,156.60
EROSION CONTROL				\$10,032.50
MONUMENTS AND MARKERS				\$1,820.00
GRAND TOTAL				\$73,009.10

FILED

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OFFICE OF HAMILTON COUNTY SURVEYOR

OAK PARK SECTION 1 REPLAT

ENGINEERS ESTIMATE

DATE:

2-25-98

WESTFIELD, IN

ITEM: STORM

JOB #:

927.001

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" RCP PIPE	946	LF	\$20.00	\$18,920.00
CURB INLETS	5	EA	\$1,000.00	\$5,000.00
BEEHIVE INLETS	1	EA	\$1,000.00	\$1,000.00
12" CONCRETE END SECTION	2	EA	\$400.00	\$800.00
GRANULAR BACKFILL	60	TON	\$7.11	\$426.60
SUBSURFACE DRAIN, 6 INCH	2,400	LF	\$4.50	\$10,800.00
SUBSURFACE DRAIN LOT CONN.	14	EA	\$15.00	\$210.00
BOX CULVERT	1	EA	\$24,000.00	\$24,000.00
TOTAL STORM				\$61,156.60

OAK PARK SECTION 1 REPLAT

ENGINEERS ESTIMATE

DATE:

2-25-98

WESTFIELD, IN

ITEM: EROSION

JOB #:

927.001

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TEMPORARY SEEDING	5,500	SYS	\$0.15	\$825.00
PERMANENT SEEDING	6,250	SYS	\$0.45	\$2,812.50
RIP RAP	60	SYS	\$37.50	\$2,250.00
EROSION BLANKETS	1,650	SYS	\$1.30	\$2,145.00
TEMPORARY EROSION CONTROL MEASURES	1	LSUM	\$2,000.00	\$2,000.00
TOTAL EROSION CONTROL				\$10,032.50

OAK PARK SECTION 1 REPLAT

ENGINEERS ESTIMATE

DATE:

2-25-98

WESTFIELD, IN

ITEM: MONUMENTS

JOB #:

927.001

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MONUMENTS				
CENTERLINE	8	EA	\$130.00	\$1,040.00
BOUNDARY	6	EA	\$130.00	\$780.00
TOTAL MONUMENTS AND MARKERS				\$1,820.00

ENGINEERS ESTIMATE

OAK PARK SECTION 1

DATE: 11-19-93

WESTFIELD, IN

ITEM: STORM

JOB #: 927.01

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" RCP PIPE	112	LF	\$16.00	\$1,792.00
15" RCP PIPE	680	LF	\$17.25	\$11,730.00
18" RCP PIPE	88	LF	\$20.50	\$1,804.00
21" RCP PIPE	128	LF	\$23.25	\$2,976.00
24" RCP PIPE		LF	\$25.00	\$0.00
27" RCP PIPE		LF	\$30.00	\$0.00
30" RCP PIPE		LF	\$34.00	\$0.00
33" RCP PIPE		LF	\$39.00	\$0.00
36" RCP PIPE		LF	\$43.00	\$0.00
42" RCP PIPE		LF	\$53.00	\$0.00
CURB INLETS	8	EA	\$750.00	\$6,000.00
MANHOLES	1	EA	\$1,100.00	\$1,100.00
12" CONCRETE END SECTION	1	EA	\$325.00	\$325.00
15" CONCRETE END SECTION	1	EA	\$375.00	\$375.00
6" SUBSURFACE DRAIN	560	LF	\$4.00	\$2,240.00
GRANULAR BACKFILL	100	TON	\$6.50	\$650.00
RIPRAP	12	TON	\$19.00	\$228.00
TOTAL STORM				\$29,220.00



FRONTIER INSURANCE COMPANY

195 Lake Louise Marie Road, Rock Hill, NY 12775-8000

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

DATE _____

SUBDIVISION BOND **ATTEST:** _____
HAMILTON COUNTY AUDITOR

Bond No.: 119838 Principal Amount: \$10,032.50

KNOW ALL MEN BY THESE PRESENTS, that we Estridge Development Co., Inc.
1041 W. Main Street
Carmel, IN 46032 as Principal, and Frontier
Insurance Company a New York Corporation,
as Surety, are held and firmly bound unto Hamilton County Board of
County Court House
Commissioners Noblesville, IN 46060 in the penal sum of _____
Ten Thousand Thirty Two and 50/100 ----- (Dollars)
(\$10,032.50 -----), lawful money of the United States of America,
for the payment of which well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Estridge Development Co., Inc.
has agreed to construct in Oak Park, Section IA Subdivision,
in Hamilton County, Indiana the following
improvements:

- Erosion Control Improvements
- _____
- _____
- _____



SCHEER'S

1023 W. 55TH ST., COUNTRYSIDE, IL 60525 708-352-6282



FRONTIER INSURANCE COMPANY

195 Lake Louise Marie Road, Rock Hill, NY 12775-8000

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

ATTEST: _____
SUBDIVISION BOND
HAMILTON COUNTY AUDITOR

DATE _____

Bond No.: 119837

Principal Amount: \$61,156.60

KNOW ALL MEN BY THESE PRESENTS, that we Estridge Development Co., Inc.
1041 W. Main Street
Carmel, IN 46032 as Principal, and Frontier

Insurance Company a New York Corporation,

as Surety, are held and firmly bound unto Hamilton County Board of
County Court House
Commissioners Noblesville, IN 46060 in the penal sum of _____

Sixty One Thousand One Hundred Fifty Six and 60/100 (Dollars)

(\$ 61,156.60), lawful money of the United States of America,

for the payment of which well and truly to be made, we bind

ourselves, our heirs, executors, administrators, successors and

assigns, jointly and severally, firmly by these presents.

WHEREAS, Estridge Development Co., Inc.

has agreed to construct in Oak Park, Section IA Subdivision,

in Hamilton County, Indiana the following

improvements:

Storm Sewer Improvements



SCHEER'S

1023 W. 55TH ST., COUNTRYSIDE, IL 60525 708-352-6282



FRONTIER INSURANCE COMPANY

195 Lake Louise Marie Road, Rock Hill, NY 12775-8000

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

DATE _____

ATTEST: _____
SUBDIVISION BOND HAMILTON COUNTY AUDITOR

Bond No.: 119839

Principal Amount: \$1,820.00

KNOW ALL MEN BY THESE PRESENTS, that we Estridge Development Co., Inc.
1041 W. Main Street
Carmel, IN 46032

_____ as Principal, and Frontier
Insurance Company a New York Corporation,

as Surety, are held and firmly bound unto Hamilton County Board of
County Court House
Commissioners Noblesville, IN 46060 in the penal sum of _____

One Thousand Twenty and 00/100 ----- (Dollars)

(\$ 1,820.00 -----), lawful money of the United States of America,
for the payment of which well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Estridge Development Co., Inc.

has agreed to construct in Oak Park, Section IA Subdivision,
in Hamilton County, Indiana the following

improvements:

Monuments and Markers Improvements



AMWEST SURETY INSURANCE COMPANY

WOODLAND HILLS, CALIFORNIA

BOND NO. 022002938

PREMIUM \$794.00

Premium based on final contract price.

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

ESTRIDGE DEVELOPMENT COMPANY, INC.

148 WEST CARMEL DRIVE

CARMEL, IN 46032

OWNER (Name and Address):

HAMILTON COUNTY BOARD OF COMMISSIONERS

COUNTY COURT HOUSE

NOBLESVILLE, IN 46060

SURETY (Name and Principal Place of Business):

AMWEST SURETY INSURANCE COMPANY

8910 PURDUE ROAD, STE 305

INDIANAPOLIS, IN 46268

BOARD OF COMMISSIONERS
OF THE COUNTY OF HAMILTON

[Signature]

DATE 5/19/94

[Signature]
ATTEST: HAMILTON COUNTY AUDITOR

CONSTRUCTION CONTRACT

Date: _____ Contract Number: _____

Amount: THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY AND NO/100*** Dollars (\$39,720.00)

Description (Name and Location): SUBDIVISION BOND: OAK PARK DEVELOPMENT, STORM SEWERS
WESTFIELD, INDIANA

BOND

Amount: THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY AND NO/100*** Dollars (\$39,720.00)

Signed, sealed and dated this 13TH DAY OF JANUARY, 1994

ESTRIDGE DEVELOPMENT COMPANY, INC.

Principal

By: *[Signature]*
Signature of Principal

AMWEST SURETY INSURANCE COMPANY

SHARON E. CALVIN

Attorney-in-Fact

By: *[Signature]*
Signature of Attorney-in-Fact

RELEASE OF MAINTENANCE/PERFORMANCE BOND
RELEASE OF LETTER OF CREDIT

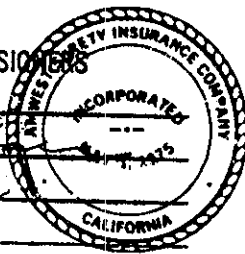
HAMILTON COUNTY BOARD OF COMMISSIONERS

BY: *[Signature]*

BY: *[Signature]*

BY: *[Signature]*

DATED: 1/23/95



ATTEST:
HAMILTON COUNTY AUDITOR



AMWEST SURETY INSURANCE COMPANY

Performance Bond

BOND NO.

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 negotiate 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:
 - 4.4.1 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
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.
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.



LIMITED POWER OF ATTORNEY

Amwest Surety Insurance Company

NOT VALID FOR BONDS
EXECUTED ON OR AFTER
11-19-94

POWER NUMBER

0294575

READ CAREFULLY - To be used only in conjunction with the bond specified herein

This document is printed on multi-colored security paper with black and red ink, with border in blue ink and bears the raised seal of Amwest Surety Insurance Company (the "Company"). Only unaltered originals of this Power of Attorney are valid. This Power of Attorney is valid solely in connection with the execution and delivery of the bond noted below and may not be used in conjunction with any other power of attorney. No representations or warranties regarding this Power of Attorney may be made by any person. This Power of Attorney is governed by the laws of the State of California. Any power of attorney used in connection with any bond issued by the Company must be on this form and no other form shall have force or effect.

KNOW ALL MEN BY THESE PRESENTS, that Amwest Surety Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

SHARON E. CALVIN

AS AN EMPLOYEE OF AMWEST SURETY INSURANCE COMPANY

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 or other written obligations in the nature thereof as follows:

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

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.

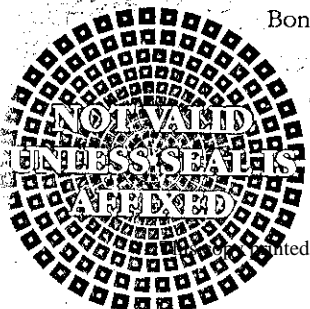
CERTIFICATE

I, the undersigned secretary of Amwest Surety Insurance Company, a California 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 the reverse, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Bond number 022002938 Signed and sealed this 13TH day of JANUARY 19 94

Karen G. Cohen
Karen G. Cohen, Secretary

00 00 294575 - 55



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

Resolutions of the Board of Directors

This Power of Attorney 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 15, 1975:

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 power of attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding 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 power of attorney 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 1st day of January, 1993.



Handwritten signature of John E. Savage, President

Handwritten signature of Karen G. Cohen, Secretary

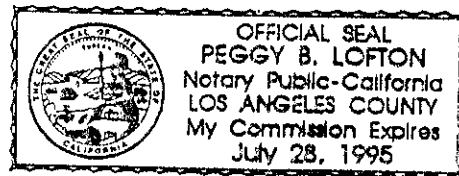
State of California
County of Los Angeles

On January 1, 1993 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 of Peggy B. Lofton, Notary Public

(Seal)



Restrictions and Endorsements

FINDINGS AND ORDER
CONCERNING THE MAINTENANCE OF THE
Oak Park Drain - Section 1 Replat

On this 29th day of June 1998, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the Oak Park Drain, Section 1 Replat.

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 assessments 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

Steve A. Holt

Member

St. C. Dillinger

Member

ATTEST: *Kimberly Wallace*
Acting Drainage Board Secretary

Revised 12/95

CERTIFICATE OF COMPLETION AND COMPLIANCE

TO: HAMILTON COUNTY SURVEYOR
RE: Oak Park Section One - Replat

I hereby certify that:

1. I am a Register 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, and
4. To the best of my knowledge, information and belief, the Drainage Facilities within the subdivision has been installed and completed in conformity with all plans and specifications.

Signature: David K. Sexton Date: March 16, 2001

Type or print name: David K. Sexton, P.E.

Business /Address: The Schneider Corporation
8901 Otis Avenue, Indianapolis, IN 46216

Telephone: (317) 826-7317

SEAL



INDIANA REGISTRATION NUMBER

PE 9500028

FILED

MAR 20 2001

OFFICE OF HAMILTON COUNTY SURVEYOR



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

June 9, 2005

Re: Oak Park Sec. 1A

Attached are as-builts, certificate of completion & compliance, and other information for Oak Park Sec. 1A. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated May 20, 1998. The report was approved by the Board at the hearing held June 28, 1998. (See Drainage Board Minutes Book 4, Pages 554-555)
The changes are as follows:

Structure:	Length:	Size	Material:	Up Invert:	Dn Invert	Grade:	Length Changes:	
102-101	33	12	RCP	848.57	847.74	2.52		
101-100	229	12	RCP	847.74	840.8	3.03	-15	
100-100a	356	12	RCP	840.8	840.05	0.21	-14	
108-105	246	12	RCP	853.54	850.58	1.2		
105-104	28	12	CMP	850.58	850.44	0.5		
104-103	27	12	RCP	850.44	846.45	14.78	2	
6" SSD Streets:							Other Drain:	
Joshua Cir	760.5							
Billiter Ct	448.5							
Totalx2:	<u>2418</u>							
						Concrete Box	74	
						12" CMP	28	
						Total:	<u>102</u>	

RCP Pipe Totals:

12	891
Total:	<u>891</u>

The length of the drain due to the changes described above is now **3,411 feet**.

The non-enforcement was approved by the Board at its meeting on June 28, 1998.

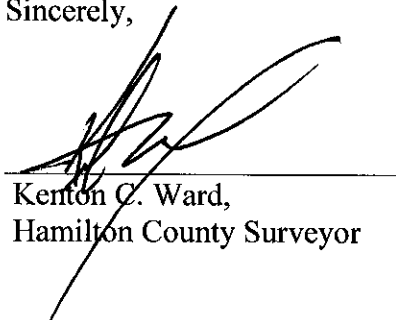
The following sureties were guaranteed by Frontier Insurance Company and released by the Board on its January 28, 2002 meeting.

Bond-LC No: 119837
Insured For: Storm Sewers
Amount: \$61,156.60
Issue Date: March 3, 1998

Bond-LC No: 119838
Insured For: Erosion Control
Amount: \$10,032.50
Issue Date: March 3, 1998

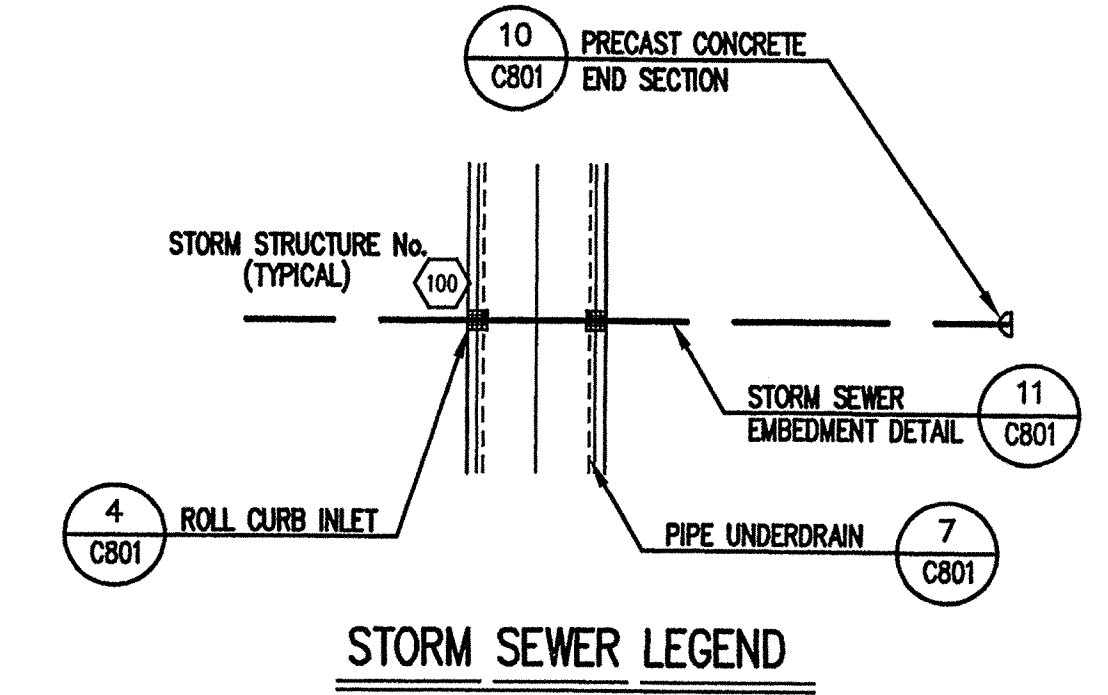
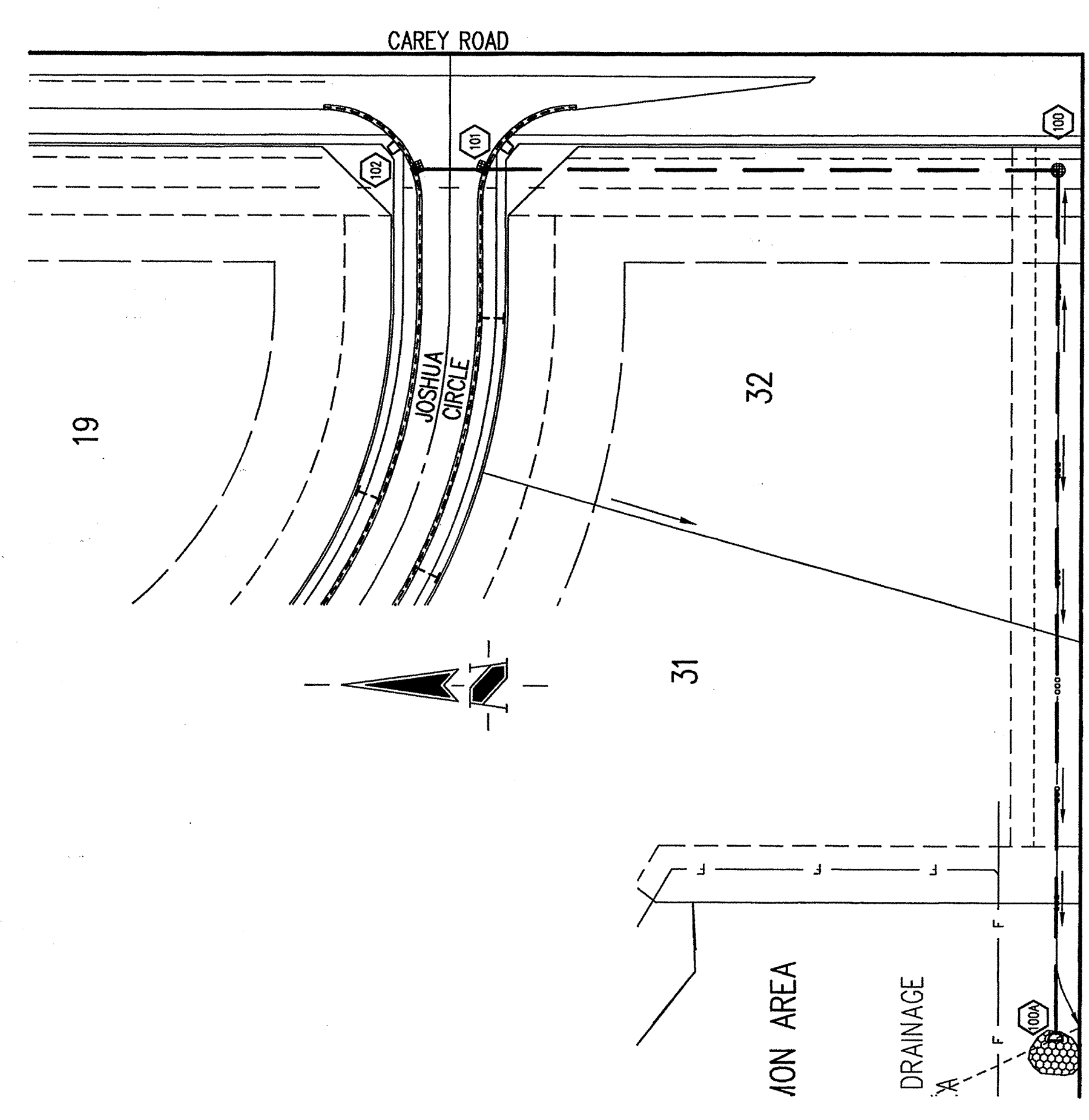
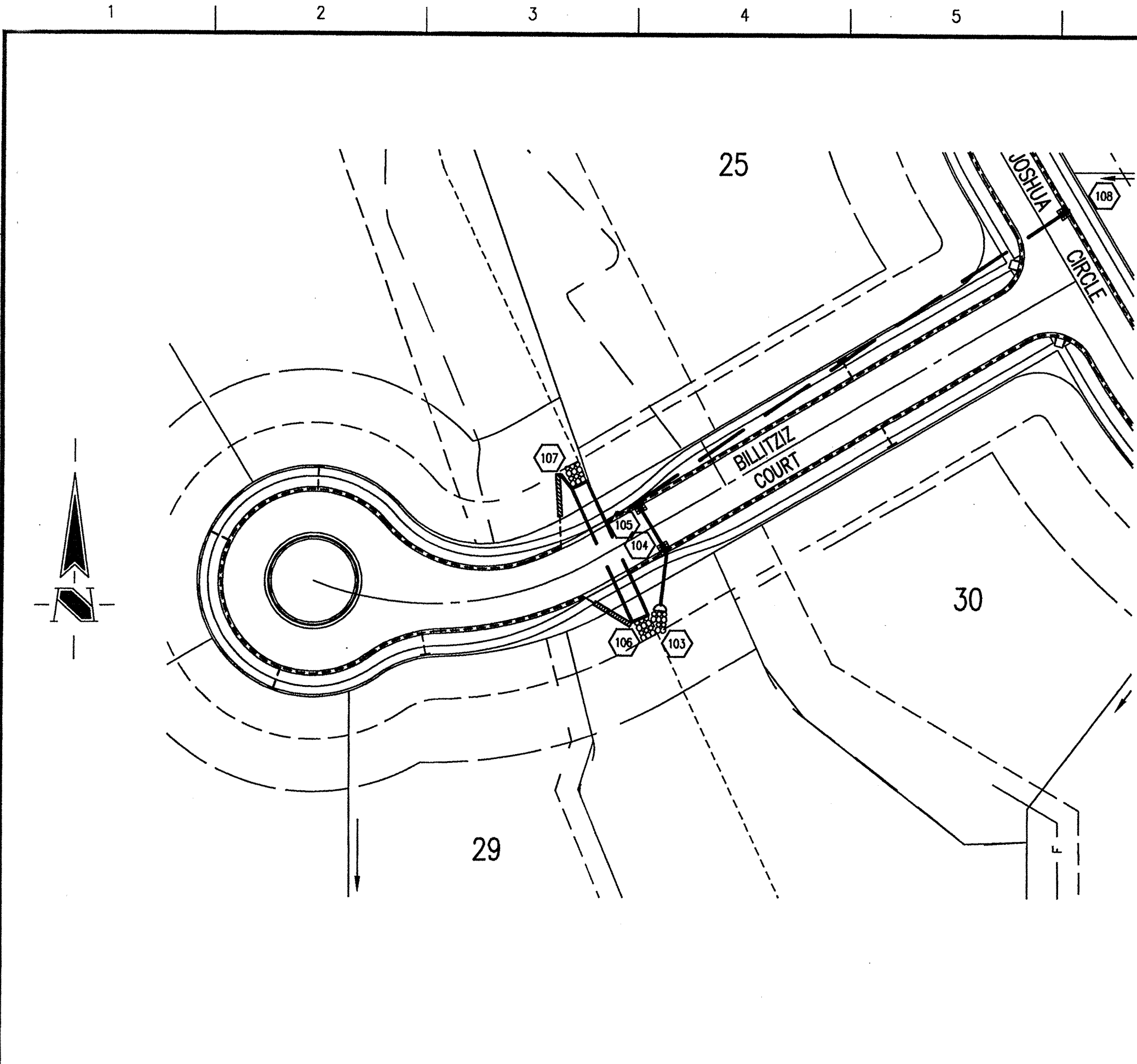
I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,



Kenton C. Ward,
Hamilton County Surveyor

KCW/slm



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GENERAL NOTES

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BENCHMARK

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ELEVATION 845.033

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ELEVATION 846.716

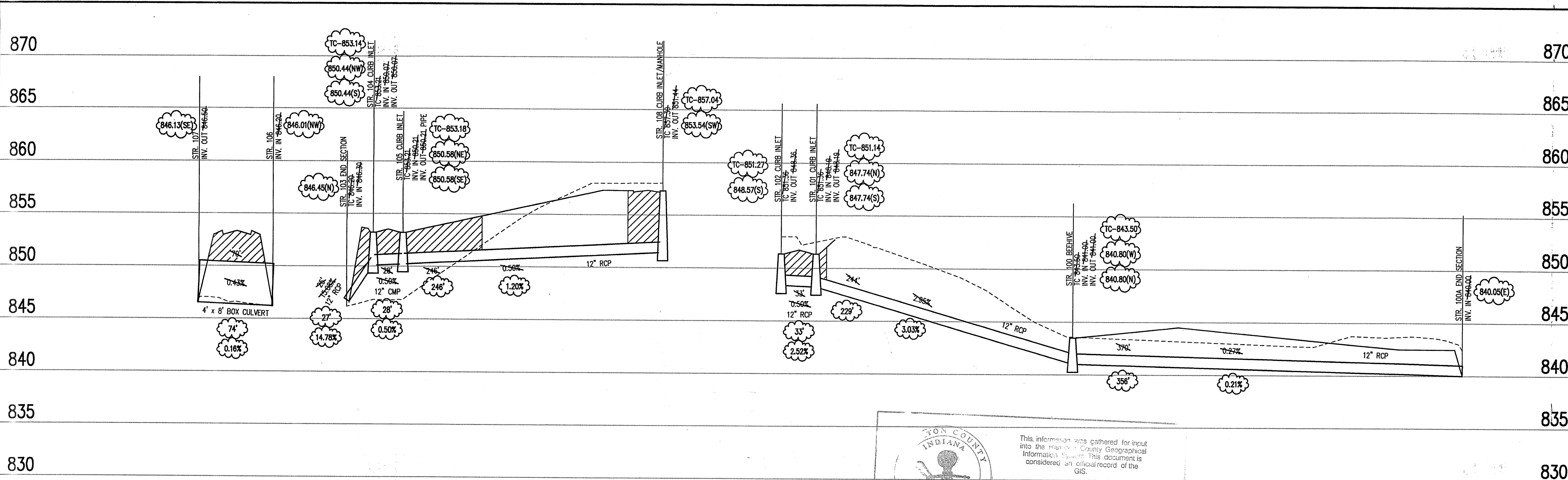
T.B.M. 1 Rail Road Spike Intersection of Oak Road & 161 Street.

ELEVATION 875.15

Revisions
 1. BGG 12/08/97 REVISED AND ADDED ADDITIONAL STORM SEWERS
 2. BGG 01/15/98 REVISED PROPOSED GRADE BETWEEN STR. 100 & 100A
 3. 03/06/01 STORM SEWER "RECORD DRAWING".

STORM SEWER PLAN

SCALE: 1"=50'



CERTIFICATION FOR "RECORD DRAWING"

NOTE:
 Record drawing certification only for top of coating, invert elevations and lengths of pipe. Slope percentages represent a calculated figure and is for general information only.

REGISTERED PROFESSIONAL ENGINEER
 No. 9500028
 STATE OF INDIANA

CERTIFIED BY: *[Signature]* DATE: 3/14/01

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 Entry Date: 5-12-05
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STORM SEWER RECORD DRAWING

STORM SEWER PROFILE

LEGEND

	Existing Grade
	New Grade
	Granular Backfill

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

Schneider Engineering Corporation

3020 North Post Road
 Indianapolis, Indiana 46228-0068
 317-898-8282
 317-899-8010 Fax

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ESTRIDGE DEVELOPMENT COMPANY
 THE OAKS, REPLAT SECTION 1
 WESTFIELD, INDIANA

STORM SEWER PLAN
 MAR 20 2001

Date: 10/22/97	Project No.: 927.001	Drawn by: DTR	Approved: [Signature]
Computer Files J:\927\001\DWG\SC601 XREF: J:\927\001\DWG\STORM XREF: J:\927\001\DWG\001BS XREF: J:\927\001\DWG\001TOP		Sheet No. C601	

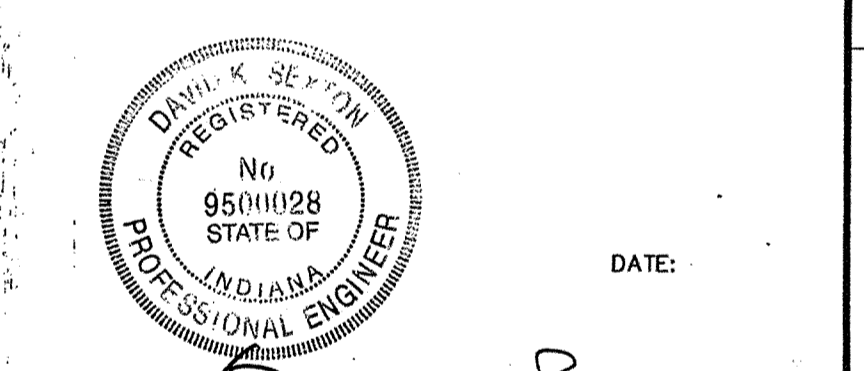
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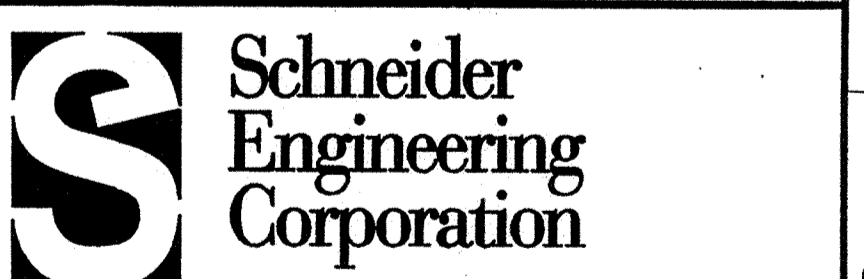
CERTIFICATION FOR "RECORD DRAWING"

NOTE:
Record drawing certification for sub-surface drain lateral marker locations only.
All other information is excluded from this certification.



CERTIFIED BY *Dan K. Set* DATE: 3/16/01

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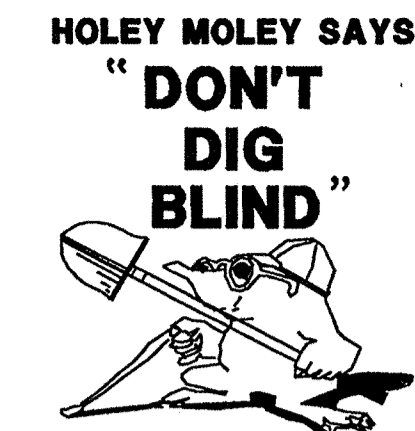
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46226-0068 Landscape Architecture
317-898-8282 GIS • LIS
317-898-8010 Fax Geology

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ESTRIDGE DEVELOPMENT COMPANY
THE OAKS, REPLAT SECTION 1
WESTFIELD, INDIANA

SUB-SURFACE DRAIN "RECORD DRAWING"

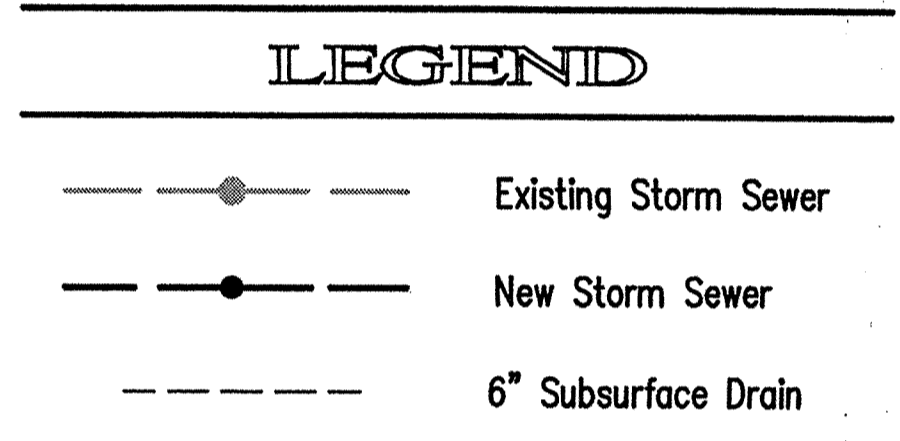
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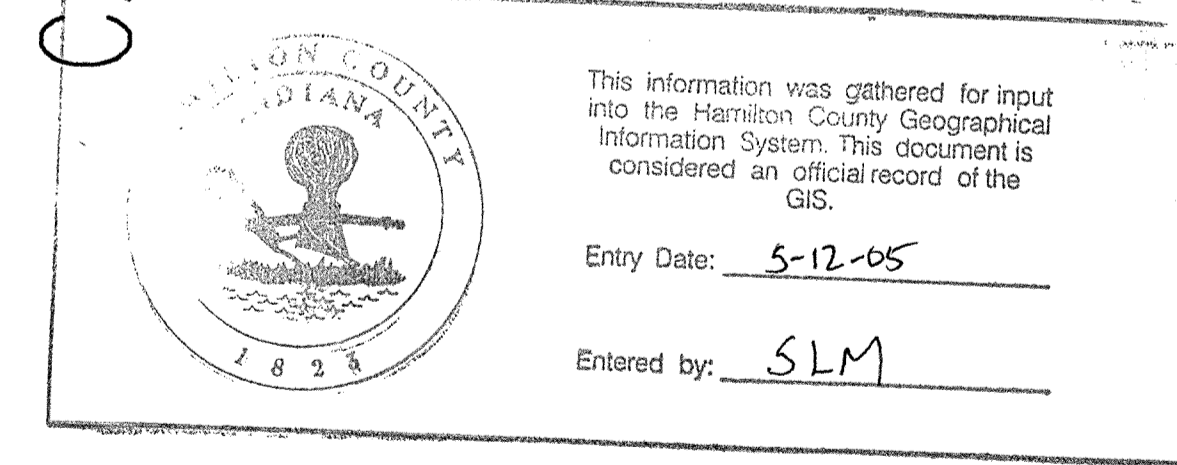
ASSUMED NORTH
SCALE: 1"=50'

**** NOTE ****
ALL SUB-SURFACE DRAIN PIPE AND CONNECTIONS ARE WITHIN THE APPROPRIATE EASEMENT.
ALL SUB-SURFACE DRAIN PIPE AND CONNECTIONS ARE HIGH DENSITY POLYETHYLENE PIPE (HDPE). SIZE AS SHOWN ON PLANS.



LEGEND (RECORD DRAWING)
X SUB-SURFACE DRAIN LATERAL MARKER LOCATION

CAREY ROAD



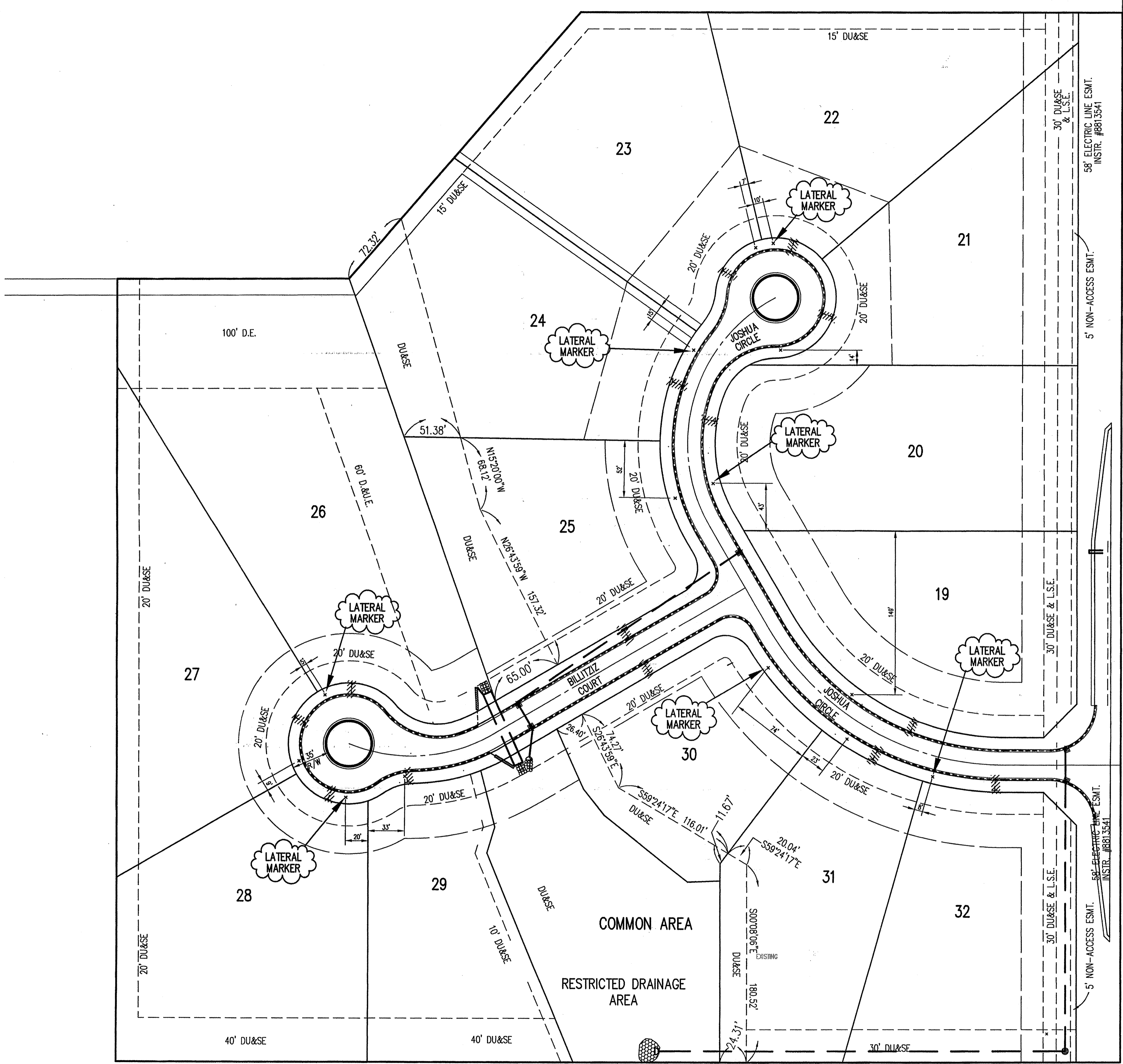
BENCHMARK

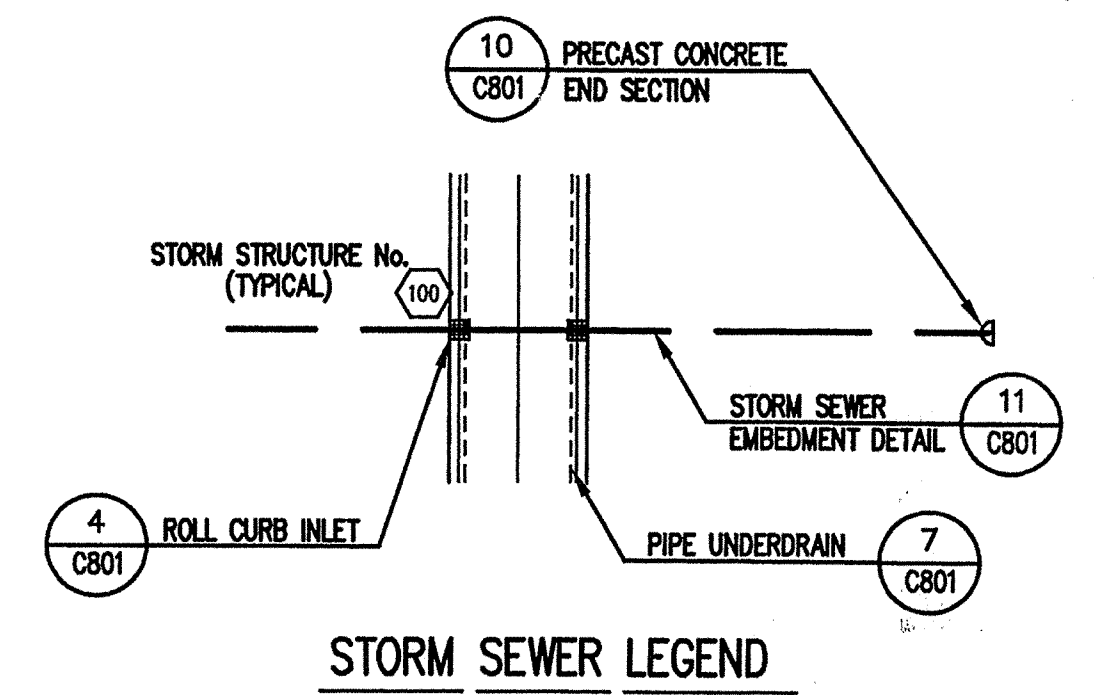
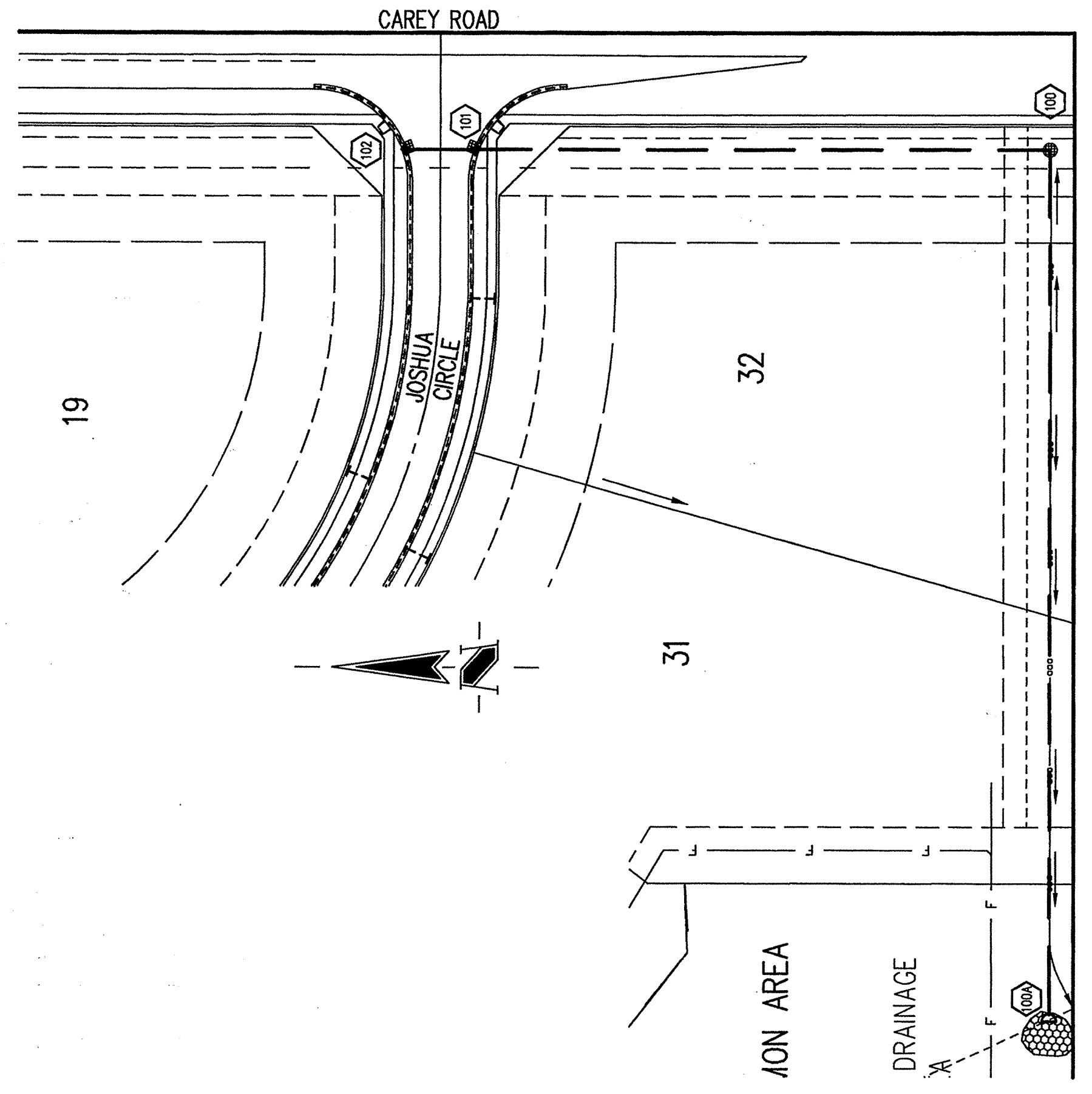
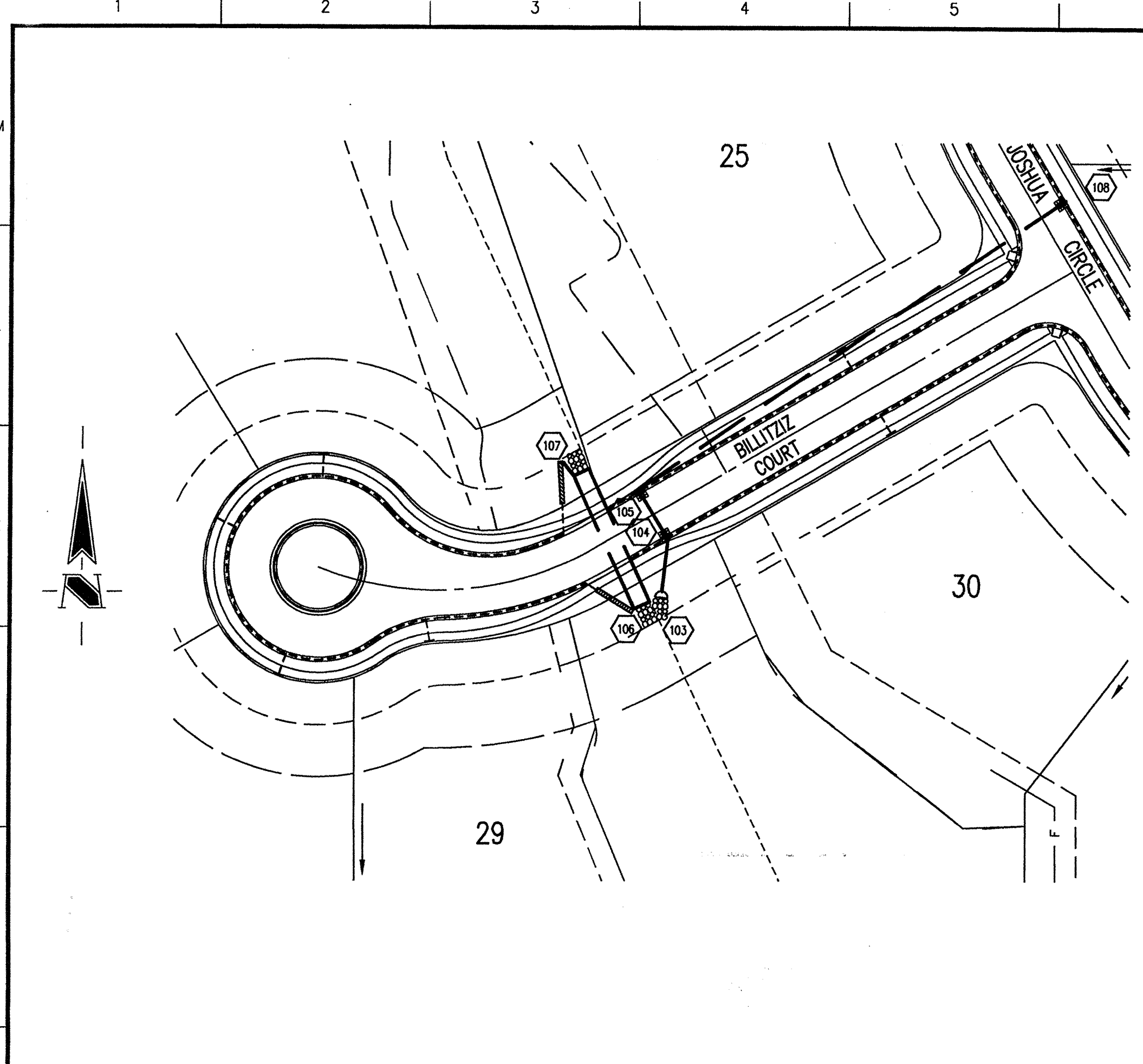
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ELEVATION 845.033

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ELEVATION 846.716

T.B.M. 1 Rat Road Spike Intersection of Oak Road & 161 Street.
ELEVATION 875.15





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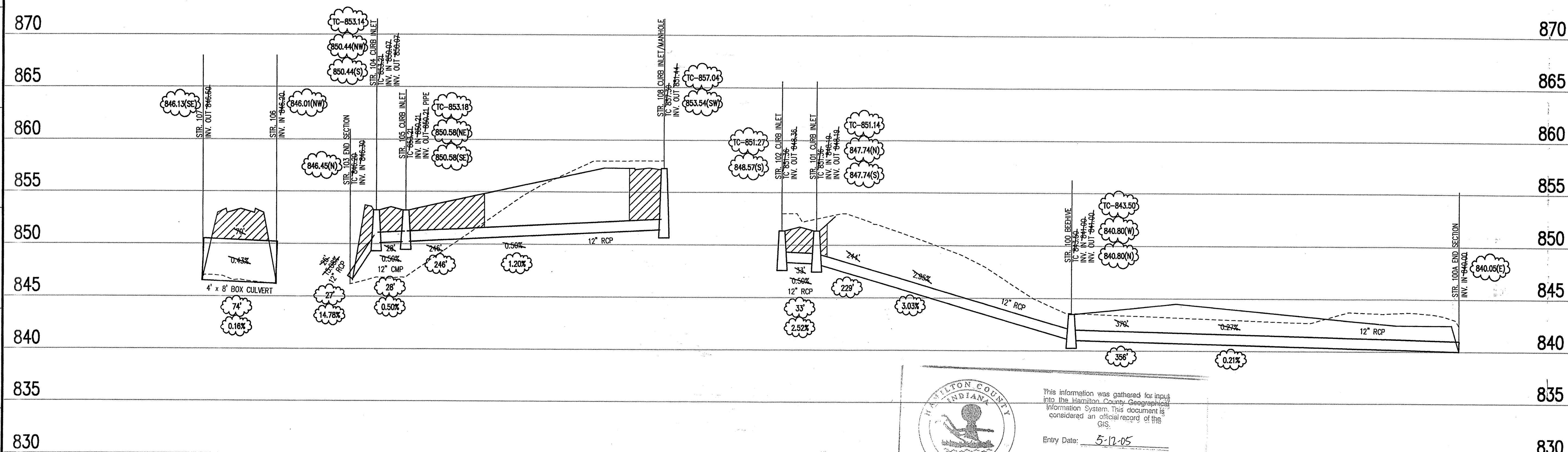
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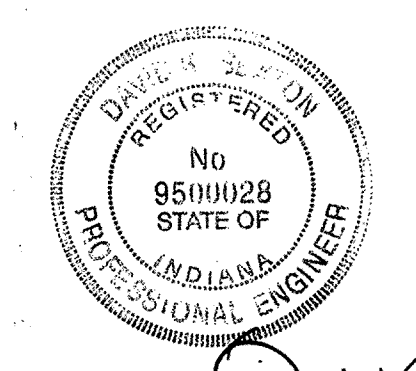
STORM SEWER PLAN

SCALE: 1"=50'



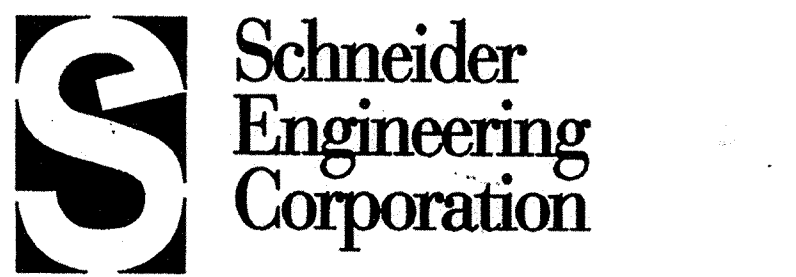
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CERTIFIED BY: *David K. Schneider* DATE: 3/12/01

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 WESTFIELD, INDIANA

STORM SEWER PLAN

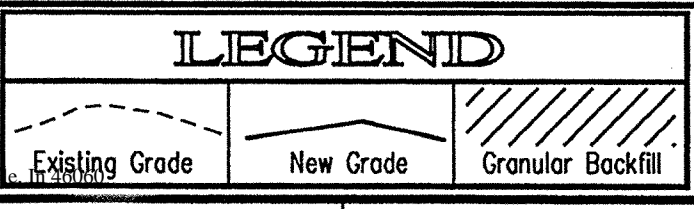
Date: 10/22/97 Project No. 927.001 Drawn: 20/20/97 DTR COUNTY SURVEYOR

Computer Files: 1-927(001)DWG5(C601) XREF: 1-927(001)DWG5(STORM) XREF: 1-927(001)DWG5(001B) XREF: 1-927(001)DWG5(001TOP) Sheet No. C601

HAMILTON COUNTY INDIANA
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STORM SEWER RECORD DRAWING

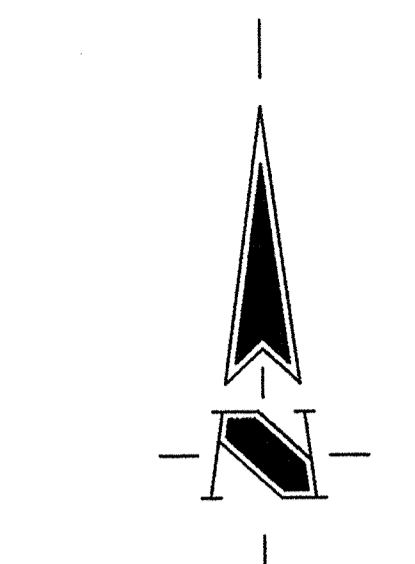
STORM SEWER PROFILE



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

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 - TSC 06/05/99 REVISED SUBSURFACE DRAIN IN CLOUDY AREA.



CERTIFIED BY *[Signature]* 2/10/98

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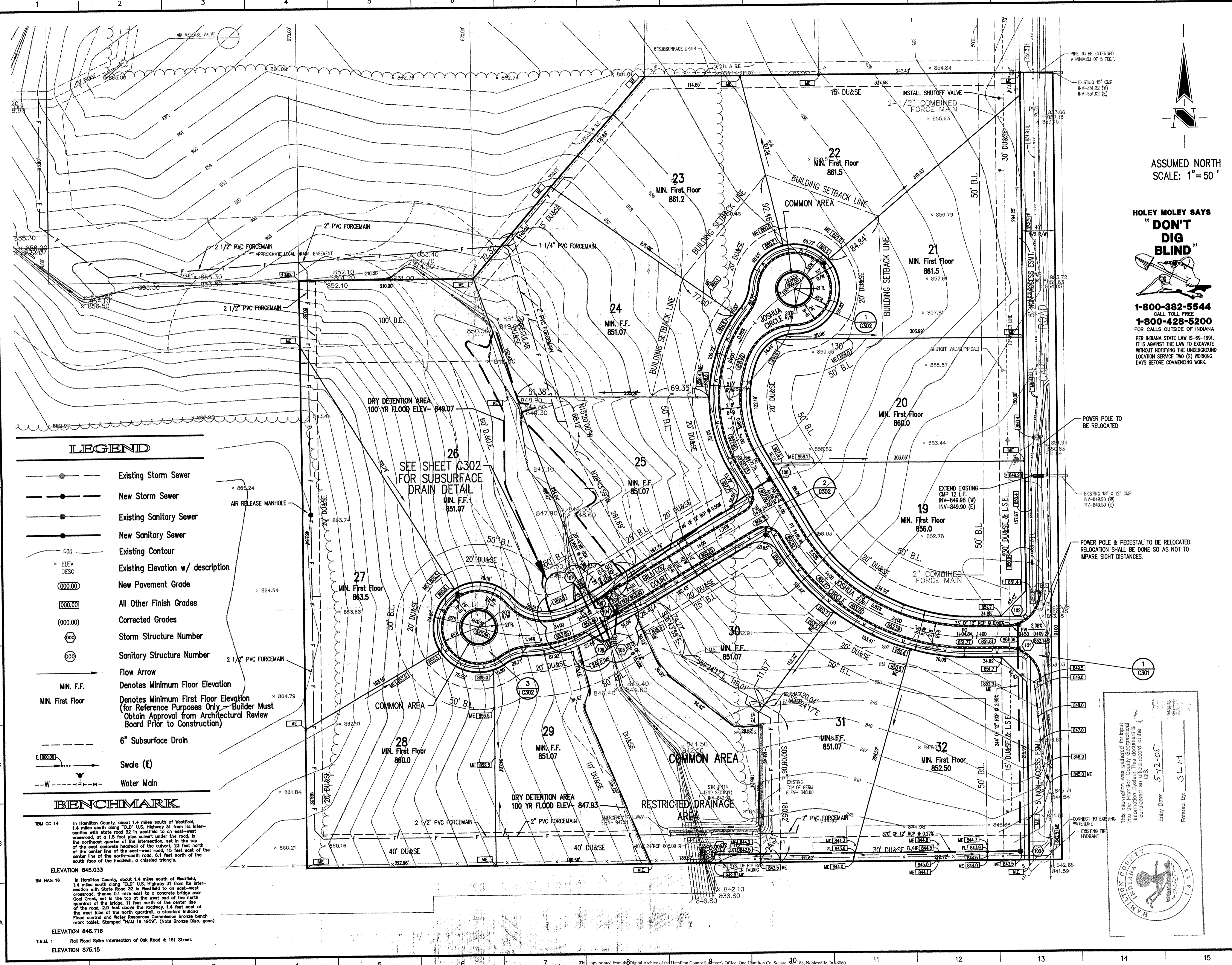
3020 North Post Road
Indianapolis, Indiana 46226-0068
317-998-8282
317-999-8010 Fax

Engineering
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ESTRIDGE DEVELOPMENT COMPANY
THE OAKS, REPLAT SECTION 1
WESTFIELD, INDIANA

DEVELOPMENT PLAN			
Date	Project No.	Drawn	Approv.
10/22/97	927.001	DTR	
Computer Files		Sheet No.	
J:\927\001\DWG\3101 XREF: J:\927\001\DWG\001B XREF: J:\927\001\DWG\927\001 XREF: J:\927\001\DWG\001M		101 (PROPERTY OF HAMILTON COUNTY)	

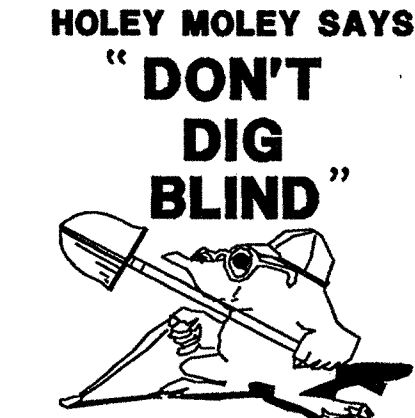
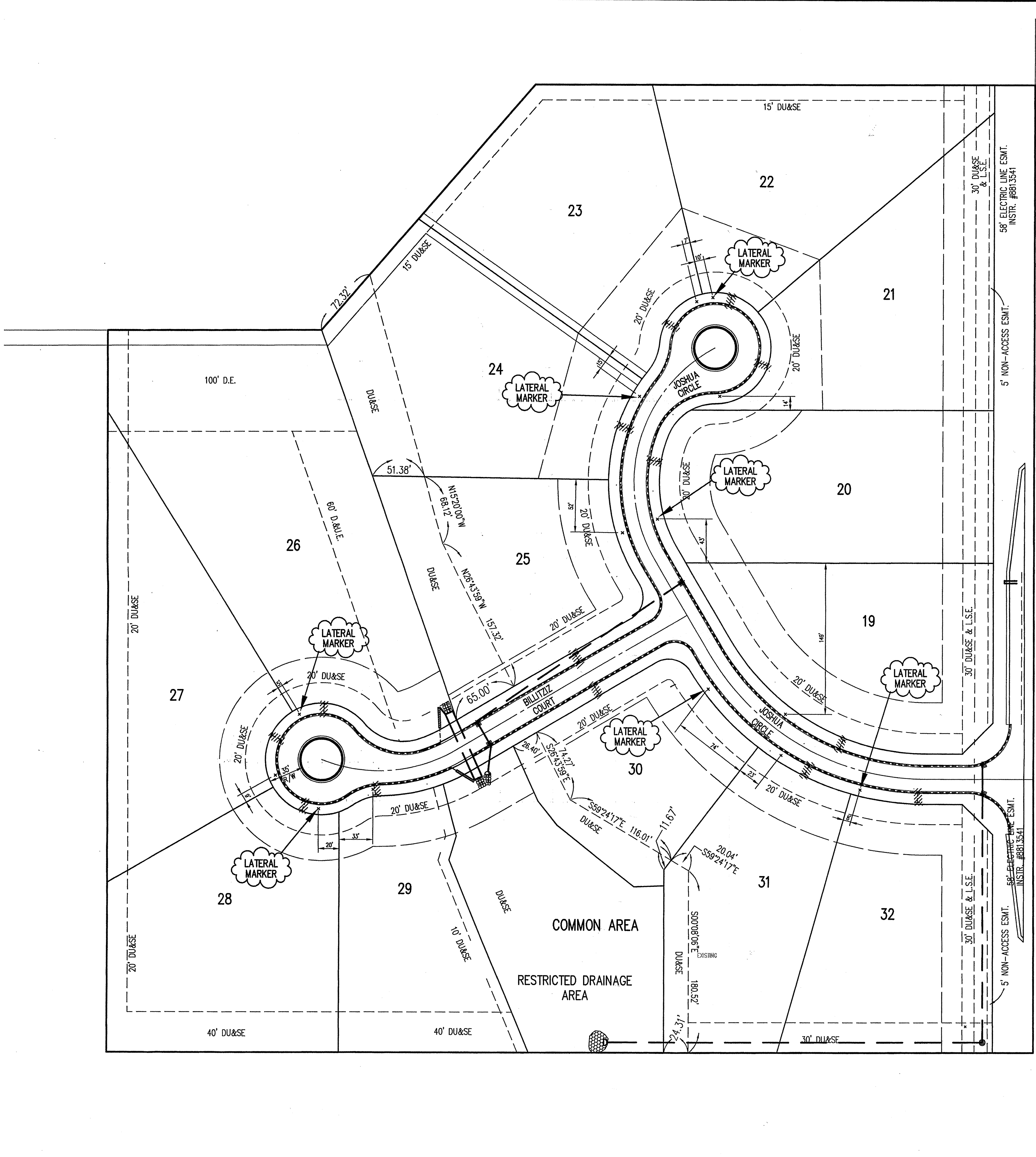


LEGEND

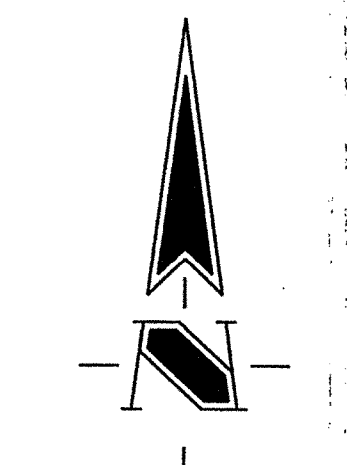
- Existing Storm Sewer
- New Storm Sewer
- Existing Sanitary Sewer
- New Sanitary Sewer
- Existing Contour
- Existing Elevation w/ description
- New Pavement Grade
- All Other Finish Grades
- Corrected Grades
- Storm Structure Number
- Sanitary Structure Number
- Flow Arrow
- Denotes Minimum First Floor Elevation (for Reference Purposes Only - Builder Must Obtain Approval from Architectural Review Board Prior to Construction)
- 6" Subsurface Drain
- Swale (I)
- Water Main

BENCHMARK

- TBM CC 14 In Hamilton County, about 1.4 miles south of Westfield, 1.4 miles south along "OLD" U.S. Highway 31 from its intersection with State Road 32 in Westfield to an east-west crossroad, thence 0.1 mile east to a concrete bridge over Cood Creek, set in the top of the west end of the north quadrant of the bridge, 11 feet north of the center line of the road, 2.9 feet above the roadway, 1.4 feet north of the west face of the north quadrant, a standard Indiana Flood Control and Water Resources Commission bronze benchmark label, Stamped "HAM 16 1959". (Note Bronze Disc gone)
ELEVATION 845.033
- BM HAN 16 In Hamilton County, about 1.4 miles south of Westfield, 1.4 miles south along "OLD" U.S. Highway 31 from its intersection with State Road 32 in Westfield to an east-west crossroad, thence 0.1 mile east to a concrete bridge over Cood Creek, set in the top of the west end of the north quadrant of the bridge, 11 feet north of the center line of the road, 2.9 feet above the roadway, 1.4 feet north of the west face of the north quadrant, a standard Indiana Flood Control and Water Resources Commission bronze benchmark label, Stamped "HAM 16 1959". (Note Bronze Disc gone)
ELEVATION 846.716
- T.B.M. 1 Rail Road Spike Intersection of Oak Road & 161 Street.
ELEVATION 875.15

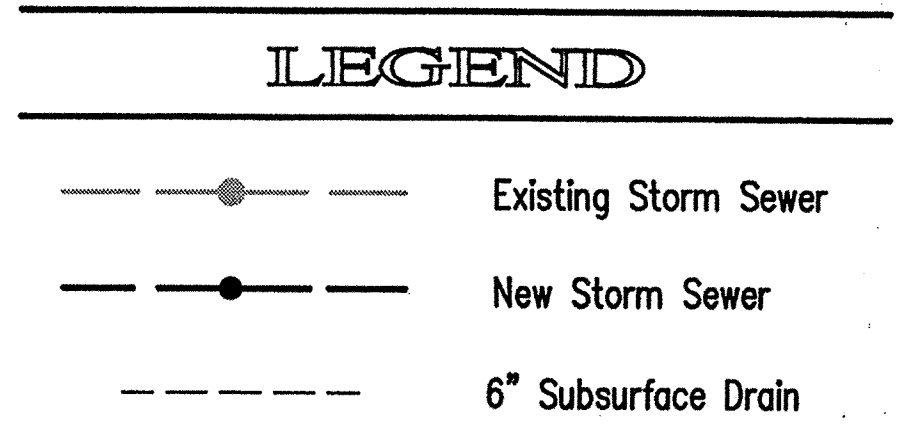


HOLEY MOLEY SAYS
"DON'T DIG BLIND"
 1-800-382-5544
 CALL TOLL FREE
 1-800-428-5200
 FOR CALLS OUTSIDE OF INDIANA
 PER INDIANA STATE LAW IS-69-1891,
 IT IS AGAINST THE LAW TO EXCAVATE
 WITHOUT NOTIFYING THE UNDERGROUND
 LOCATION SERVICE TWO (2) WORKING
 DAYS BEFORE COMMENCING WORK.



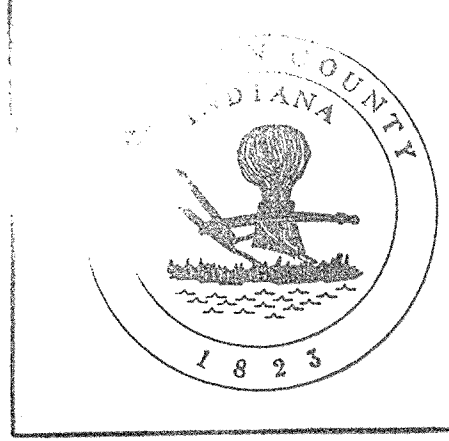
ASSUMED NORTH
 SCALE: 1" = 50'

**** NOTE ****
 ALL SUB-SURFACE DRAIN PIPE AND CONNECTIONS ARE WITHIN THE APPROPRIATE EASEMENT.
 ALL SUB-SURFACE DRAIN PIPE AND CONNECTIONS ARE HIGH DENSITY POLYETHYLENE PIPE (HDPE). SIZE AS SHOWN ON PLANS.



LEGEND (RECORD DRAWING)
 X SUB-SURFACE DRAIN LATERAL MARKER LOCATION

CAREY ROAD



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: 5-12-05
 Entered by: SLM

BENCHMARK

TBM CC 14
 In Hamilton County, about 1.4 miles south of Westfield, 1.4 miles south along "OLD" U.S. Highway 31 from its intersection with State Road 32 in Westfield to an east-west crossroad, of a 1.5 foot pipe culvert under the road, in the northeast quarter of the intersection, set in the top of the east concrete headwall of the culvert, 23 feet north of the center line of the east-west road, 15 feet east of the center line of the north-south road, 6.1 feet north of the south face of the headwall, a casted triangle.
 ELEVATION 845.033

BM HAN 16
 In Hamilton County, about 1.4 miles south of Westfield, 1.4 miles south along "OLD" U.S. Highway 31 from its intersection with State Road 32 in Westfield to an east-west crossroad, thence 0.1 mile east to a concrete bridge over Cool Creek, set in the top of the west end of the north quadroll of the bridge, 11 feet north of the center line of the road, 2.9 feet above the roadway, 1.4 feet east of the west face of the north quadroll, a standard Indiana Flood control and Water Resources Commission bronze bench mark tablet, Stamped "HAM 16 1500" (Note Bronze Disc, gone)
 ELEVATION 846.716

T.B.M. 1
 Rail Road Spike Intersection of Oak Road & 161 Street.
 ELEVATION 875.15

SUB-SURFACE DRAIN RECORD DRAWING

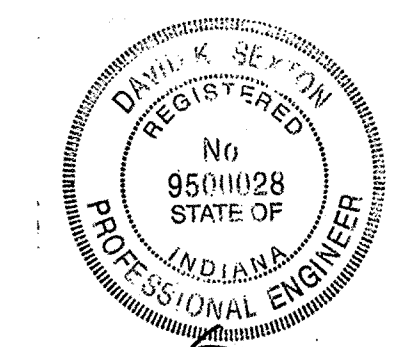
GENERAL NOTES

1. ALL GRADES AT BOUNDARY SHALL MEET EXISTING GRADES.
2. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO VERIFY ALL EXISTING UTILITIES AND CONDITIONS PERTAINING TO HIS PHASE OF WORK. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNERS OF THE VARIOUS UTILITIES FOR PROPER STAKE LOCATIONS FOR EACH UTILITY BEFORE WORK IS STARTED. THE CONTRACTOR SHALL NOTIFY IN WRITING THE OWNER OR THE ENGINEER OF ANY CHANGES, QUESTIONS, OR ERRORS FOUND ON THESE PLANS OR IN THE FIELD BEFORE WORK IS STARTED OR RESUMED.
3. STANDARD SPECIFICATIONS FOR THE CITY OF WESTFIELD, INDIANA SHALL APPLY FOR ALL SANITARY SEWER AND STORM SEWERS.
4. ANY PART OF THE SANITARY OR STORM SEWER TRENCHES RUNNING UNDER PAVED AREAS TO BE BACKFILLED WITH GRANULAR MATERIAL.
5. THE SIZE AND LOCATION OF EXISTING UTILITIES SHOWN ARE PER INFORMATION PROVIDED BY THE RESPECTIVE UTILITY COMPANIES. ALL UTILITY COMPANIES SHOULD BE NOTIFIED PRIOR TO ANY EXCAVATION FOR FIELD LOCATION OF SERVICES.
6. SERVICE WALKS SHALL BE NON-REINFORCED CONCRETE 4" THICK AND 4' IN WIDTH.
7. 4" CONCRETE SERVICE WALK ACROSS FRONTAGE OF EACH LOT TO BE CONSTRUCTED BY OTHERS.
8. EXPANSION JOINTS ARE TO BE PLACED AT ALL WALK INTERSECTIONS AND BETWEEN WALKS AND PLATFORMS. SIDEWALK SCORES ARE TO BE EQUALLY SPACED BETWEEN EXPANSION JOINTS, CONTRACTION JOINTS AND PERPENDICULAR SIDEWALKS AT 5' INTERVALS OR LESS WITH A CONTRACTION JOINT EVERY 20' OR LESS.
9. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE LOCAL AND STATE STANDARDS.
10. ALL CONSTRUCTION ACTIVITY ON THIS SITE TO BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR WORKER SAFETY.
11. CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING TREES. IT IS RECOMMENDED NOT TO OPERATE ANY CONSTRUCTION EQUIPMENT WITHIN THE DRIP LINE (BRANCH SPREAD) OF TREES TO BE SAVED, IN ADDITION TO NOT STOCKPILING WITHIN DRIP LINE.
12. REMOVE AND BACKFILL ALL AREAS WHERE ANY FIELD TILE CROSSES PROPOSED HOUSE PADS. ALL FIELD TILES INTERCEPTED TO BE PERPETUATED INTO STORM SEWER SYSTEM OR LAKE. THE SUBCONTRACTOR SHALL NOTIFY IN WRITING THE OWNER AND THE ENGINEER IN ANY CIRCUMSTANCES WHERE THIS CANNOT BE ACCOMPLISHED.
13. ALL FILL AREAS SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY (ASTM D-1557).

- Revisions**
1. BGC 12/09/97 ADDED SIDE WALKS; REVISED GENERAL NOTES; ADDED AREA FOR DETENTION POND SOUTH OF BULLITZ COURT.
 1. BGC 01/14/98 ADDED ADDITIONAL ELEVATION DATA AND STREET DIMENSIONS
 2. TSC 06/06/98 REVISED SUBSURFACE DRAIN IN CLOUDY AREA.
 3. 03/15/01 SUB-SURFACE DRAIN "RECORD DRAWING".

CERTIFICATION FOR "RECORD DRAWING"

NOTE:
 Record drawing certification for sub-surface drain lateral marker locations only.
 All other information is excluded from this certification.



CERTIFIED BY *David K. Set* DATE: 3/16/01

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Schneider Engineering Corporation
 3020 North Post Road
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 317-898-8282
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 THE OAKS, REPLAT SECTION 1
 WESTFIELD, INDIANA

SUB-SURFACE DRAIN "RECORD DRAWING"

Date	Project No.	Drawn	Appr.
10/22/97	927.001	BGC	
Computer Files	Sheet No.		
FILE: R:\927\001\DWG\SSD-REC XREF: R:\927\001\DWG\001BS XREF: R:\927\001\DWG\SSD-TOP XREF: R:\927\001\DWG\001BM	SSD-1		