



SURVEYOR'S OFFICE
Hamilton **C**ounty

Kenton C. Ward, CFM
Surveyor of Hamilton County
Phone (317) 776-8495
Fax (317) 776-9628

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

May 30, 2012

To: Hamilton County Drainage Board

Re: Park Northwestern Drain, AutoZone Relocation

Attached is the petition and plans for the AutoZone Relocation of the Park Northwestern Drain. The relocation is being proposed by AutoZone Development Corporation. This proposed relocated drain is located in Clay Township. The proposal is to extend the existing twin 36" RCP drains that run under Northwestern Drive so a sidewalk can be placed along the roadway, as shown on sheet C1.5a of the construction plans for AutoZone Shore #4533, by Innovative Engineering & Consulting Inc., dated October 14, 2011, and having job number 10114.

This line will consist of the following: the end sections on the twin pipes, known as structure 6 per the Park Northwestern reconstruction plans, will be removed and new structure 10 and 12 per the AutoZone plans will be placed at the end of the original pipes. From there, 26 feet of 36" RCP will be ran and the existing end sections will be placed back on the new pipes as structures 11 and 13 per the new plans. The footages below describe the drain:

36" Twin RCP 26 feet

The total length of new tile shall be 26 feet. This proposal will add 26 feet to the drains total length.

The petitioner has provided the Performance Bond as follows:

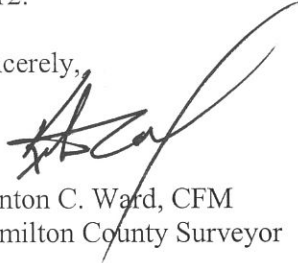
Bonding Company: Travelers Casualty and Surety Company of America
Bond Number: 105659458
Bond Date: October 24, 2011
Bond Amount: \$14,040.00

The cost of the relocation is to be paid by AutoZone Development Corporation.

The easement on lot 1 for this new drain shall be as shown on the secondary plat for Park Northwestern as recorded in the Office of the Hamilton County Recorder, as shown in plat book 8, pages 128 to 132. The easement on lot 2 shall be as described in the easement document recorded as instrument number 2004-040095 in the Office of the Hamilton County Recorder.

I recommend that the Board set a hearing for this proposed reconstruction/relocation for July 23, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Ward', written over the typed name below.

Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN RE: _____)
Hamilton County, Indiana)

PETITION FOR RELOCATION AND RECONSTRUCTION

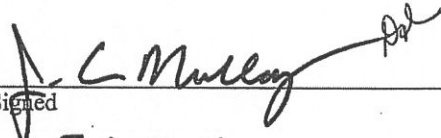
_____ (hereinafter "Petitioner"),
hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a
section of the _____ Park Northwestern _____ Drain, and in support of
said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the _____ Park Northwestern
Drain runs.
2. Petitioner plans to develop its real estate with roads, buildings, utilities, storm drains,
sanitary sewers and other structures.
3. Petitioner's proposed development of its real estate will require relocation and
reconstruction of a portion of the _____ Park Northwestern _____ Drain, as
specifically shown on engineering plans and specifications filed with the Hamilton
County Surveyor.
4. The work necessary for the proposed relocation and reconstruction will be undertaken at
the sole expense of the Petitioner and such work will result in substantial improvement to
the _____ Park Northwestern _____ Drain, without cost to other property owners
on the watershed of the _____ Park Northwestern _____ Drain.

WHEREFORE, Petitioner requests that an Order issued from the Hamilton County
Drainage Board authorizing relocation and reconstruction of the _____ Park Northwestern
Drain, in conformance with applicable law and plans and specifications on file with the Hamilton
County Surveyor.

Signed

Printed


J.C. Mulloy

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA


IN RE: _____)
Hamilton County, Indiana)

PETITION FOR RELOCATION AND RECONSTRUCTION

Marshall & Ilsley Trust Company, N.A. on behalf of AutoZone, Inc (hereinafter "Petitioner"), hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a section of the _____ Park Northwestern _____ Drain, and in support of said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the _____ Park Northwestern _____ Drain runs.
2. Petitioner plans to develop its real estate with roads, buildings, utilities, storm drains, sanitary sewers and other structures.
3. Petitioner's proposed development of its real estate will require relocation and reconstruction of a portion of the _____ Park Northwestern _____ Drain, as specifically shown on engineering plans and specifications filed with the Hamilton County Surveyor.
4. The work necessary for the proposed relocation and reconstruction will be undertaken at the sole expense of the Petitioner and such work will result in substantial improvement to the _____ Park Northwestern _____ Drain, without cost to other property owners on the watershed of the _____ Park Northwestern _____ Drain.

WHEREFORE, Petitioner requests that an Order issued from the Hamilton County Drainage Board authorizing relocation and reconstruction of the _____ Park Northwestern _____ Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.



Sigurd N. Lakritz, Vice President
Marshall & Ilsley Trust Company, N.A.

Printed _____

**Cornerstone Commercial Contractors
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT **Autozone Carmel IN**

DATE **13-Oct-11**

COUNTY REGULATED DRAIN BONDING

DRAINAGE

Quantity	Unit	Item	Unit Cost	Amount
15	L.F.	30" R.C.P. STORM DRAINAGE	\$120.00	\$1,800.00
2	EACH	30 " TRASH GUARDS	\$350.00	\$700.00
		LABOR FOR INSTALLATION	\$2,600.00	\$2,600.00
1	EACH	Manhole No. 1	\$1,800.00	\$1,800.00
1	EACH	Manhole No. 2	\$1,800.00	\$1,800.00
		LABOR FOR INSTALLATION	\$3,000.00	\$3,000.00
TOTAL				\$11,700.00
PER HAMILTON COUNTY ORDINANCE- BOND AMOUNT			120.00%	\$14,040.00

HCDB-2011-00032



Bond No. 105659458

Performance Bond

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

CONTRACTOR:
AutoZone Development Corporation
123 S. Front Street
Memphis, TN 38103

SURETY: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
Hamilton County Board of Commissioners
One Hamilton County Square
Noblesville IN. 46060

CONSTRUCTION CONTRACT

Date:

Amount: Fourteen Thousand Forty Dollars and No/100 Dollars (\$14,040.00)

Description (Name and Location): Erosion Control and Storm Water Control, Store #4533 - Location: Michigan Rd, Carmel, IN

BOND

Date (Not earlier than Construction Contract Date): October 24, 2011

Amount: Fourteen Thousand Forty Dollars and No/100 Dollars (\$14,040.00)

Modifications to this Bond:

None See Page 3

AutoZone Development Corporation

Travelers Casualty and Surety Company of America

Company:

Company:

Signature: 
Name and Title:

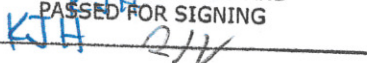
Signature: 
Name and Title: Tannis Mattson, Attorney-in-Fact

(Any additional signature appear on page 3)

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

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

APPROVED, VERIFIED AND PASSED FOR SIGNING





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, 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 for 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 therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

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 and 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 responsibility 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 of 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 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 sub-contractors, 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 limitations available to sureties as a defense in the jurisdiction shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown of 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 requirements 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 of 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:

This Bond will remain in full force and effect until all outstanding requirements of the Owner are resolved and the Owner releases the Bond. The requirement for release included storm sewer inspections, and engineer's Certificate of Completion and Compliance being filed, as-built or record drawings being submitted and accepted, and any other requirements of Surety release as outline in the Hamilton County Stormwater Management Technical Standards Manual.

{Space is provided below for additional signature of added parties, other than those appearing on the cover page.}

CONTRACTOR AS PRINCIPAL:

Company:

SURETY:

Company:

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



Attorney-In Fact No. 222891

Certificate No. 004546760

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Donald R. Gibson, Sandra R. Parker, Melissa Haddick, Joe Martinez, Gina Rodriguez, and Tannis Mattson

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2011.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



HCD B-2011-00032

SURETY RIDER

To be attached to and form a part of

Bond No. **105659458**

Cross Ref:

Type of

Bond: Performance Bond

dated

effective October 24, 2011
(MONTH-DAY-YEAR)

executed by AutoZone Development Corporation
(PRINCIPAL)

, as Principal,

and by Travelers Casualty and Surety Company of America

, as Surety,

in favor of Hamilton County Board of Commissioners
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the bond description to read:

Reconstruction of the Park Northwestern Drain, Store 4533 - Location: Michigan Rd, Carmen, IN

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective October 24, 2011
(MONTH-DAY-YEAR)

Signed and Sealed

AutoZone Development Corporation

(PRINCIPAL)

By:

James E. Griffith
(PRINCIPAL) **James E. Griffith**
Vice President

Rebecca W. Ballou
Rebecca W. Ballou
Vice President

Travelers Casualty and Surety Company of America

(SURETY)

By:

Tannis Mattson
(ATTORNEY-IN-FACT) **Tannis Mattson**

ORIGINAL DOCUMENT
Approved by AutoZone

NAM 8/11



POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222891

Certificate No. 004546773

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Donald R. Gibson, Sandra R. Parker, Melissa Haddick, Joe Martinez, Gina Rodriguez, and Tannis Mattson

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2011.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
Park Northwestern Drain, AutoZone Relocation

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the **Park Northwestern Drain, AutoZone Relocation** came before the Hamilton County Drainage Board for hearing **on July 23, 2012**, 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 **Park Northwestern Drain, AutoZone Relocation** 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

OFFICE OF
HAMILTON COUNTY DRAINAGE BOARD

June 22, 2012

RETURNED

Notice of Hearing on Reconstruction & Schedule of Assessments and Damages on the **Park Northwestern Drain, AutoZone Relocation.**

Lexington Limited Liability Co.
129 North St W
Indianapolis, IN 46204

Under the Indiana Drainage Code, all land which drains directly, or indirectly, may be assessed for either maintenance cost or reconstruction cost within the drain. In making the calculation for each parcel, the Drainage Board must calculate the percentage of the cost attributable to each parcel of land benefitted. The Drainage Board has received a reconstruction report and schedule of assessments which affects your land. The purpose of the reconstruction project is to perform work which will substantially improve the drainage for the entire watershed served by the drain.

You are hereby notified that the reconstruction report of the County Surveyor and the schedule of assessments made by the Drainage Board have been filed and are available for public inspection in the office of the County Surveyor. The chart below contains your proposed assessment and your percentage of the total reconstruction assessment.

The reconstruction report of the Surveyor and schedule of damages and benefits as determined by the Drainage Board for the proposed improvement known as the **Park Northwestern Drain, AutoZone Relocation** have been filed and are available for inspection in the office of the County Surveyor. The schedule of assessments shows the following lands in your name are affected as follows. This assessment is not a charge for services associated with regulating the quality of storm water within your city or town.

Description of Land	Acres Benefitted	Damages	Reconst. Assmt.	% of Total	Maint. Assmt.
17-13-07-00-01-001.000					
Park Northwestern Lot 1	n/a	Zero	*	33.33%	**
*Cost of relocation to be paid by Auto Zone Dev. Corp.					
**No change in current maintenance assessment rate.					

The hearing on the Surveyor's reconstruction report and on the schedules of damages and assessments are set for hearing at **9:05 A.M. on July 23, 2012**, in the Commissioner's Court. The law provides that objections must be written and filed not less than 5 days before the date of the hearing. Objections may be for causes as specified by law and which are available at the Surveyor's Office. Written evidence in support of objections may be filed. The failure to file objections constitutes a waiver of your right to thereafter object, either before the Board or in court on such causes, to any final action of the Board. On or before the day of the hearing before the Board, the Surveyor shall and any owner of affected lands may cause written evidence to be filed in support of or in rebuttal to any filed objections.

HAMILTON COUNTY DRAINAGE BOARD
One Hamilton County Square, Ste. 188
Noblesville, IN 46060-2230

For a copy of the Surveyor's Report to the Drainage Board and a copy of the map, if applicable, please go to www.hamiltoncounty.in.gov/drainageboardnotices.

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

Park Northwestern Drain, AutoZone Relocation

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board concerning the reconstruction of the **Park Northwestern Drain, AutoZone Relocation** on **July 23, 2012** at **9:05 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana. Construction and maintenance reports of the Surveyor and the Schedule of Assessments proposed by the Drainage Board have been filed and are available for public inspection in the office of the Hamilton County Surveyor.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

STATE OF INDIANA)
) SS BEFORE THE HAMILTON
)
COUNTY OF HAMILTON) DRAINAGE BOARD

IN THE MATTER OF **Park Northwestern Drain, AutoZone
Relocation**

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting **July 23, 2012** adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

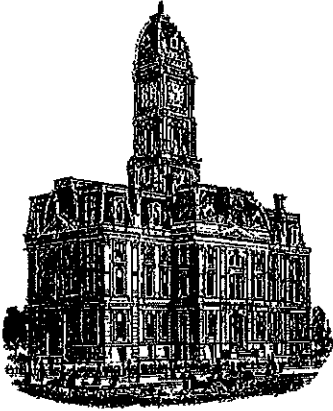
If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Steven C. Dillinger
PRESIDENT

ATTEST: Lynette Mosbaugh
SECRETARY

Kew



Kenton C. Ward, CFM
Surveyor of Hamilton County
Phone (317) 776-8495
Fax (317) 776-9628

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

To: Hamilton County Drainage Board

December 13, 2016

Re: Park Northwestern Drain – AutoZone Relocation

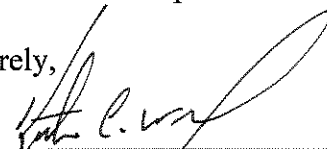
Attached are as-built and other information for the AutoZone Relocation of the Park Northwestern Drain. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated May 30, 2012. The report was approved by the Board at the hearing held July 23, 2012. (See Drainage Board Minutes Book 14, Pages 211-212) The changes are as follows: the twin 36" RCP was lengthened from 26 feet to 28 feet. The length of the drain due to the changes described above is now **28 feet**.

The work was done with existing drainage easements and road right of way, therefore, a non-forcement was not requested for this project. The following surety was guaranteed by Travelers Casualty and Surety Company of America and expired October 24, 2013.

Bond-LC No: 105659458
Amount: \$14,040.00
For: Storm Sewers
Issue Date: October 24, 2011

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

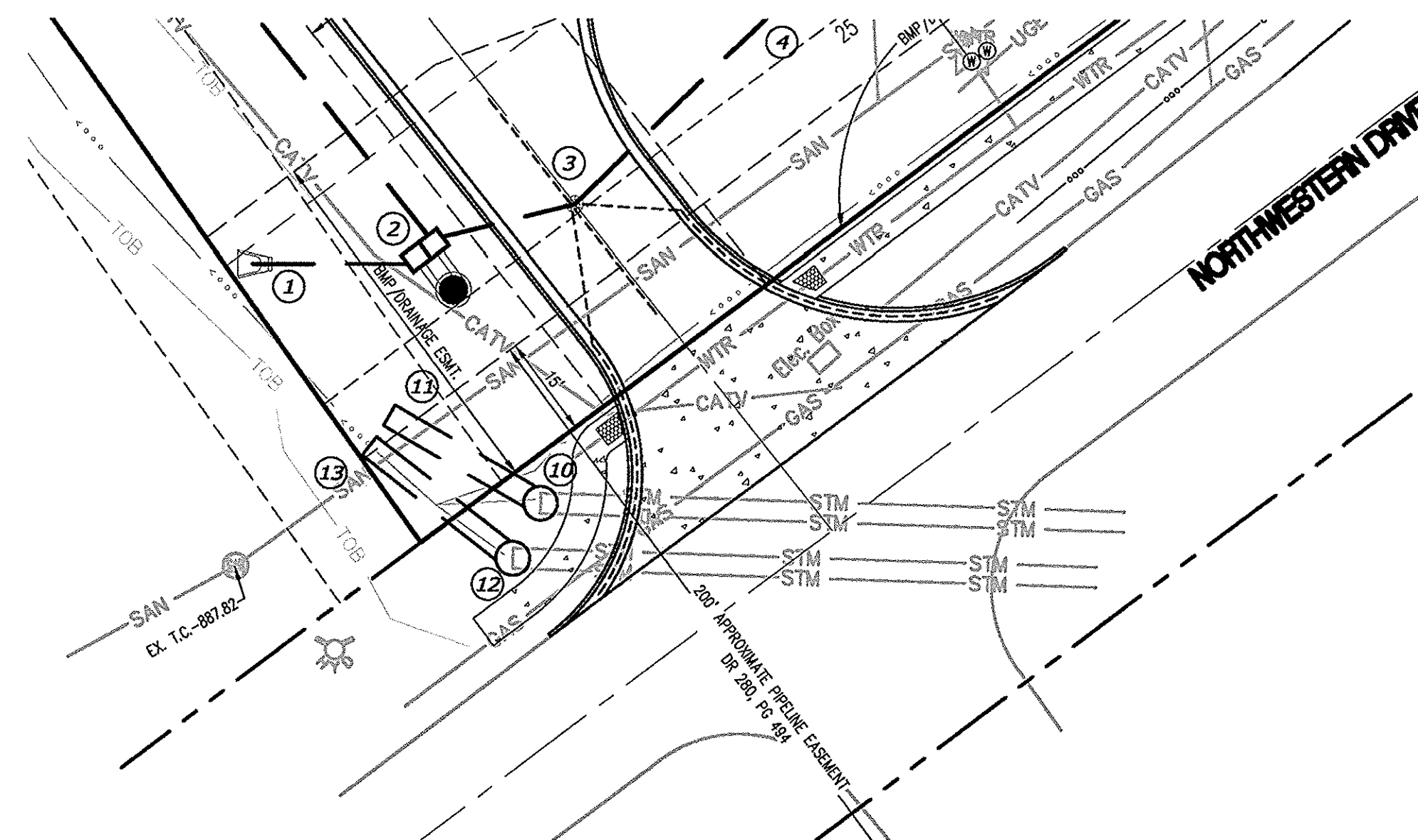
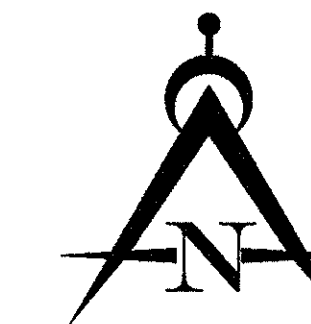
Sincerely,


Kenton C. Ward, CFM
Hamilton County Surveyor



Innovative
Engineering &
Consulting, Inc.

4837 Fieldstone Drive
Whitestown, IN 46075
317-769-2914
1-800-969-6929
Fax: 317-769-3880



- NOTE:
- PIPE LENGTHS INCLUDE FLARED END SECTIONS
 - ALL STORM SEWER CASTINGS TO HAVE CLEAR WATER MESSAGE "DUMP NO WASTE DRAINS TO WATER WAY" AND "TROUT SYMBOL".

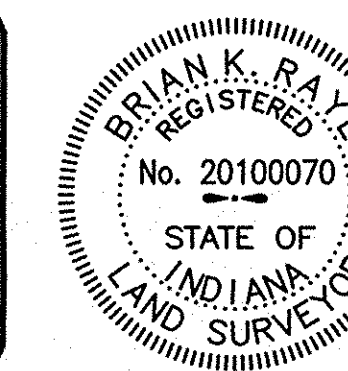
INDICATES #8 GRANULAR BACKFILL

THE STORM SEWER SYSTEM SHALL BE CONSTRUCTED PER DESIGN SPECIFIED AND AS APPROVED BY THE CITY OF CARMEL ON THE FINAL APPROVED CONSTRUCTION PLANS. DEVIATIONS FROM THE APPROVED DESIGN SHALL ONLY BE PERMITTED DUE TO SPECIAL CIRCUMSTANCES OR DIFFICULTY DURING CONSTRUCTION AND WILL REQUIRE PRIOR FIELD APPROVAL FROM A DESIGNATED REPRESENTATIVE OF THE CITY OF CARMEL IN ADDITION TO SUPPLEMENTAL APPROVAL BY THE DESIGN ENGINEER. AN EXPLANATION OF ANY SUCH DEVIATION SHALL BE INCLUDED AS A REQUIREMENT ON AS-BUILT/RECORD DRAWINGS SUBMITTED FOR RELEASE OF PERFORMANCE GUARANTEES. APPROVED DESIGN SLOPES IDENTIFIED AS GENERATING VELOCITIES OF 2.5 FPS OR LESS OR 10 FPS OR GREATER (AT FULL FLOW CAPACITY) SHALL REQUIRE AS-BUILT CERTIFICATION AT THE TIME OF CONSTRUCTION, PRIOR TO BACKFILLING THE PIPE. THE CONTRACTOR IS INSTRUCTED TO AS-BUILT EACH SECTION OF STORM PIPE AS IT IS BEING INSTALLED TO ENSURE COMPLIANCE WITH THE DESIGN AND AS APPROVED BY THE CITY OF CARMEL.

ALL ON-SITE STORM SEWERS TO BE PRIVATE.
EXTENSION OF LEGAL DRAIN TO BE DEDICATED
TO HAMILTON COUNTY DRAINAGE BOARD.

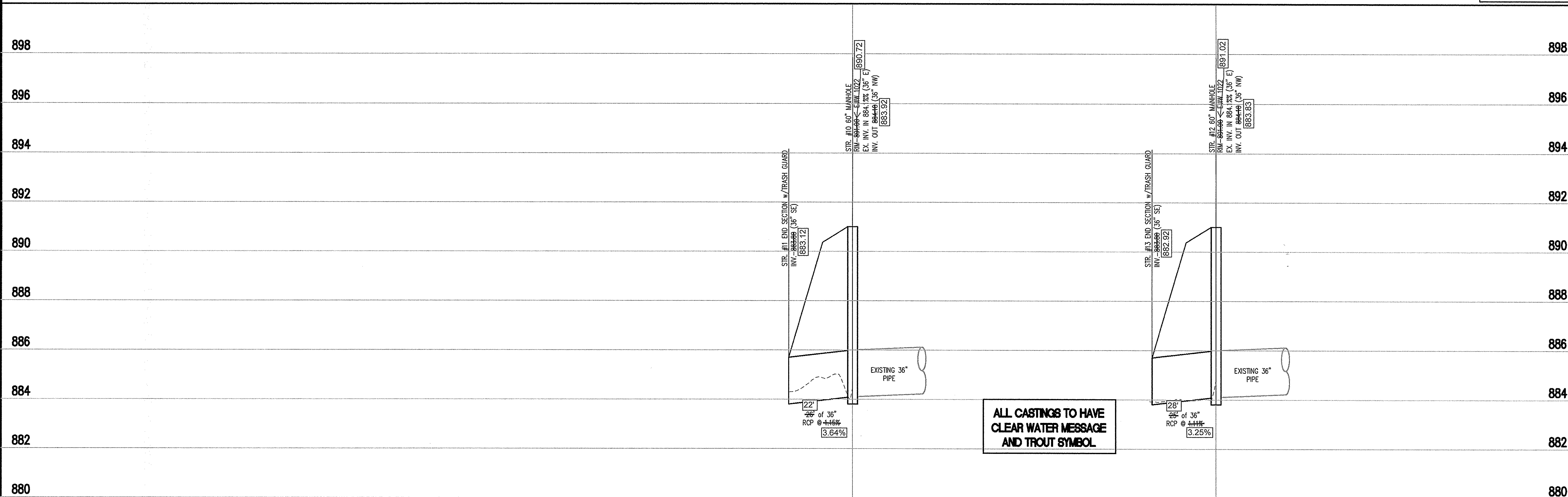
This information was gathered for input into the Hamilton County Geographic Information System (GIS). This document is considered an official record of the GIS.
Entry Date: 2016
Entered By: SLM

Certified As-Built Information Only
Information collected by Hamilton County Surveyor's Office and marked up on design plans by Civil Engineer.



By: *B.K. Rayl*
BRIAN K. RAYL
PROFESSIONAL SURVEYOR
INDIANA LICENSE NO. LS 20100070
DATE: DECEMBER 7, 2016

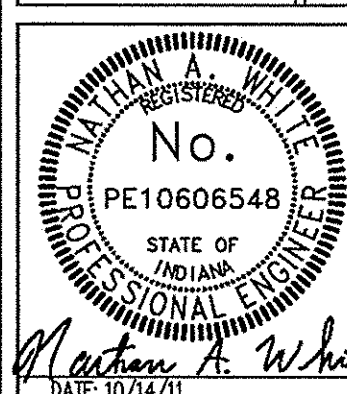
SCALE:
HORZ. 1" = 20'
VERT. 1" = 2'



ALL CASTINGS TO HAVE
CLEAR WATER MESSAGE
AND TROUT SYMBOL.

PREPARED FOR:
AutoZone
Store #4533

10560 North Michigan Road, Carmel Indiana 46077
Storm Sewer Plan & Profile



DATE: 10/13/10
DRAWN BY: kwk
ISSUED: 10/14/11
CHECKED BY: NAW
JOB NUMBER: 10114

SHEET #
C1.5a