

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

January 4, 2005

TO: Hamilton County Drainage Board

RE: Park Northwestern, West Carmel Center, Block C Arm

Attached is a petition filed by 421 Realty Company along with a non-enforcement request, plans, calculations, quantity summary and assessment roll for the West Carmel Center, Block C Arm, Park Northwestern Drain to be located in Clay Township. I have reviewed the submittals and petition and have found each to be in proper form.

I have made a personal inspection of the land described in the petition. Upon doing so, I believe that the drain is practicable, will improve the public health, benefit a public highway, and be of public utility and that the costs, damages and expenses of the proposed drain will probably be less than the benefits accruing to the owners of land likely to be benefited. The drain will consist of the following:

18" RCP 322 ft. Open Ditch 30 ft.

The total length of the drain will be 352 feet.

The dry detention basin located on Lot 3 is not to be considered part of the regulated drain. Only the outlet will be maintained as part of the regulated drain. The maintenance of the basin will be the responsibility of the property owner. The Board will however retain jurisdiction for ensuring the storage volume for which the basin was designed will be retained. Thereby, allowing no fill or easement encroachments.

The portion of regulated drain is that from storm structure No. 17 to the east side of the existing 42" x 28" CMP under US 421. This is shown on the attached plans for West Carmel Center, Block C as prepared by American Consulting Engineers dated September 2, 2003. (See sheet C3.1) This will connect to the portion of the regulated drain under US 421 as outlined in my report to the Board dated October 27, 1999. (See Hamilton County Drainage Board Minutes Books 5, Pages 275 & 276)

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 this drain. I recommend a maintenance assessment of \$20.00 per acre with a \$20.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$211.40.

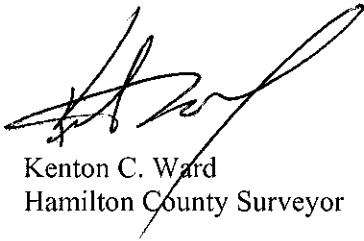
The petitioner has submitted surety for the proposed drain at this time. Surety shall be submitted prior to the approval of the Hamilton County Board of Commissioners/commencement of construction. The sureties which are in the form of a Performance Bond are as follows:

Agent: Fidelity & Guaranty Insurance Company
Date: January 29, 2004
Number: 400TC6902
For: Storm Sewer and Erosion Control
Amount: \$16,426.00

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. The request is for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for West Carmel Center, Block C as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for February 28, 2005.



Kenton C. Ward
Hamilton County Surveyor

KCW/pll

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

TO: HAMILTON COUNTY DRAINAGE BOARD
% Hamilton County Surveyor
One Hamilton County Square, Suite 188
Noblesville, IN. 46060-2230

In the matter of West Carmel Center Subdivision,
Section Block C 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 West Carmel Center, 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 benefitted 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 Engineer's 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 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 as per IC 36-9-27-69(d).

Craig A. May / VP.
Signed

Craig A. May / 421 Realty Co.
Printed Name

Craig A. May / Trustee
Signed

Craig A. May / R.P. Wurster Irrevocable Trust I
Printed Name

RECORDED OWNER(S) OF LAND INVOLVED

Date 12/19/03

AMERICAN CONSULTING , INC.

OPINION OF PROBABLE COST

PROJECT: WEST CARMEL CENTER, BLOCK C -- IN2003-0633

DESCRIPTION: REGULATED DRAIN CONSTRUCTION

12/18/2003

	Unit	# Units	\$ / Unit	
Storm Sewer Inlet Frame, Grate	Each	1	\$945.00	\$945.00
18-inch Storm Sewer, 5-6 feet deep	LF	322	\$30.65	\$9,869.30
Custom Outlet Structure, 3.5'x4'x5' I.D.	LS	1	\$3,000.00	\$3,000.00
Seed & Mulch	SY	285	\$0.85	\$242.25
Erosion Control Blanket	SY	285	\$3.05	\$869.25
SUB-TOTAL				\$14,926
10 % ± CONTINGENCY				\$1,500
TOTAL				\$16,426

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AIA Document A312

HCDB-2004-00005
Bond No. 400TC6902

Performance Bond

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

CONTRACTOR (Name and Address):

The Sullivan Corporation
15299 Stony Creek Way
Noblesville, IN 46060

SURETY (Name and Principal Place of Business):

Fidelity and Guaranty Insurance Company
9001 Wesleyan Rd., Suite 101, Suite 300
Indianapolis, IN 46268

OWNER (Name and Address):

Hamilton County Drainage Board
Surveyor's Office - Drainage Board
One Hamilton County Square
Suite 188
Noblesville, IN 46060

CONSTRUCTION CONTRACT

Date: January 29, 2004

Amount: Sixteen Thousand, Four Hundred Twenty Six and 00/100 Dollars (\$16,426.00)

Description (Name and Location): Regulated Drain Construction for West Carmel Center, Block C - IN2003-0633

BOND

Date (Not earlier than Construction Contract Date): January 29, 2004

Amount: Sixteen Thousand, Four Hundred Twenty Six and 00/100 Dollars (\$16,426.00)

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL


Company: (Corporate Seal)


The Sullivan Corporation

SURETY

Company: (Corporate Seal)

Fidelity and Guaranty Insurance Company

Signature: 
Name and Title: J. Beas, Treas.

Signature: 
Name and Title: Liana M. Shelton, Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Pillar Group
P. O. Box 40309
Indianapolis, IN 46240
317-251-7100

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

The Language in this document conforms exactly to the language used in AIA Document A312, December, 1984 edition, Third Printing, March, 1987.

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be

prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds, executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

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

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and

resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or 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 two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the 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 legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22480

Certificate No. 1934366

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and 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, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and 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

Philip R. Peterson, Daniel T. Touw, Stuart Peterson, Donald C. Arbogast Jr., Liana M. Shelton and Norma J. Lerch

of the City of Indianapolis, State Indiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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 sealed this 7th day of May, 2003

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



[Signature]
PETER W. CARMAN, Vice President

[Signature]
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 7th day of May, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 1st day of July, 2006.



[Signature]
REBECCA EASLEY-ONOKALA, Notary Public

St Paul Surety

St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Seaboard Surety Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Medical Liability Insurance Company



Bond No. 400TC6902

**RIDER CONTAINING
DISCLOSURE NOTICE OF TERRORISM COVERAGE**

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002 (the "Act"). No action is required on your part. This Disclosure Notice is incorporated in and a part of the attached bond, and is effective the date of the bond.

You should know that, effective November 26, 2002, any losses covered by the attached bond that are caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Under the Act, there is a cap on our liability to pay for covered terrorism losses if the aggregate amount of insured losses under the Act exceeds \$100,000,000,000 during the applicable period for all insureds and all insurers combined. In that case, we will not be liable for the payment of any amount which exceeds that aggregate amount of \$100,000,000,000.

The portion of your premium that is attributable to coverage for acts of terrorism is **\$0.00.**

IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO CHANGE ON ANY BONDS THAT PREMIUM IS CHARGED ANNUALLY.

HCDB-2004-00005A

RIDER

KNOW ALL MEN BY THESE PRESENTS, that The Sullivan Corporation as Principal(s) and **FIDELITY AND GUARANTY INSURANCE COMPANY**, as Surety, under Bond No. 400TC6902 dated the 29th day of January, 20 04, in favor of Hamilton County Drainage Board, as Obligee, agree that the Name of the Obligee of said Bond be amended as follows:

FROM: Hamilton County Drainage Board
TO: Hamilton County Board of Commissioners

PROVIDED, HOWEVER, that said bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that this bond and all riders attached thereto, including this rider, shall not be cumulative.

THIS RIDER shall become effective as of the 29th day of January 20 04.

SIGNED, sealed, and dated this 4th day of February 20 04.

FIDELITY AND GUARANTY INSURANCE COMPANY

By: Liana M. Shelton
Liana M. Shelton, Attorney-In-Fact

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22480

Certificate No. 1934385

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and 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, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and 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

Philip R. Peterson, Daniel T. Touw, Stuart Peterson, Donald C. Arbogast Jr., Liana M. Shelton and Norma J. Lerch

of the City of Indianapolis, State Indiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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 sealed this 7th day of May, 2003

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



Signature of Peter W. Carman, Vice President
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 7th day of May, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 1st day of July, 2006.



Signature of Rebecca Easley-Onokala
REBECCA EASLEY-ONOKALA, Notary Public

FINDINGS AND ORDER

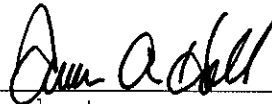
CONCERNING THE MAINTENANCE OF THE

Park Northwestern Drain, West Carmel Center, Block C Arm

On this *28th day of February 2005*, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Park Northwestern Drain, West Carmel Center, Block C Arm*.

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

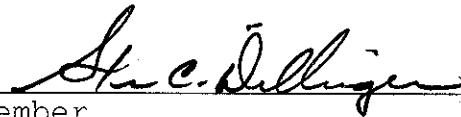
HAMILTON COUNTY DRAINAGE BOARD



President



Member



Member

Attest:



BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF
Park Northwestern, West Carmel Center, Block C Arm

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board on the **Park Northwestern, West Carmel Center, Block C Arm** on **February 28, 2005** at **9:10 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana, and which construction and maintenance reports of the 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 Hamilton County Surveyor.

Hamilton County Drainage Board

Attest:Lynette Mosbaugh

ONE TIME ONLY

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE

Park Northwestern, West Carmel Center, Block C Arm

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on **February 28, 2005** has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: **West Carmel Center, Block C**
SE Corner of 106th Street and Michigan Road

I hereby certify that:

1. I am a Registered ~~Land Surveyor or~~ Engineer in the State of Indiana.
2. I am familiar with the plans and specifications for the above referenced subdivision.
3. I have personally observed ~~and supervised~~ the completion of the drainage facilities for the above referenced subdivision.
4. The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been installed and completed in conformity with all plans and specifications.

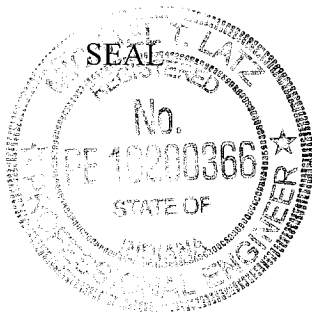
Signature:  Date: 12/06/04

Type or Print Name: Michael T. Latz

Business Address: 7260 Shadeland Station

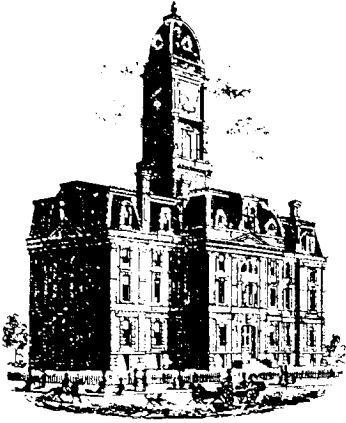
Indianapolis, IN 46256

Telephone Number: (317) 547-5580



INDIANA REGISTRATION NUMBER

10260366



SURVEYOR'S OFFICE
Hamilton County

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

February 2, 2009

Re: Park Northwestern Drain: West Carmel Center, Block C

Attached are as-builts, certificate of completion & compliance, and other information for West Carmel Center, Block C. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated January 4, 2005. The report was approved by the Board at the hearing held February 28, 2005. (See Drainage Board Minutes Book 8, Pages 191-193)

The changes are as follows:

The open ditch was shortened from 30 feet to 8 feet.

The length of the drain due to the changes described above is now **330 feet**.

The non-enforcement was approved by the Board at its meeting on February 28, 2005 and recorded under instrument #20050027090.

The following sureties were guaranteed by Fidelity & Guaranty Insurance Company and expired on January 30, 2006.

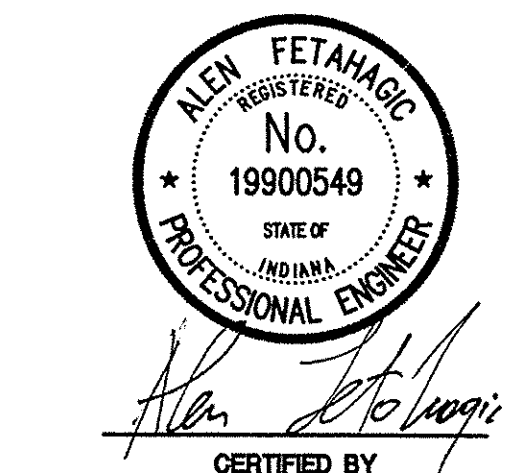
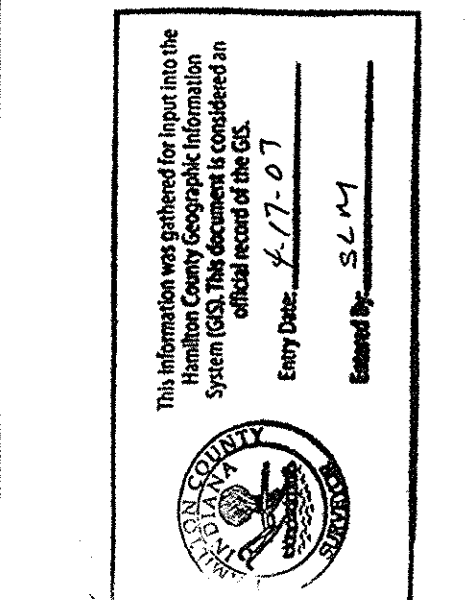
Bond-LC No: 400TC6902
Insured For: Storm Sewers
Amount: \$16,426
Issue Date: January 29, 2004

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

Sincerely,

Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/slm



DATE: 03/31/05
DRAWN BY: PED
CHECKED BY: AF

ISSUED FOR: DATE:
GENERAL REVISION 11-03-05
AS-BUILTS 04-06-07

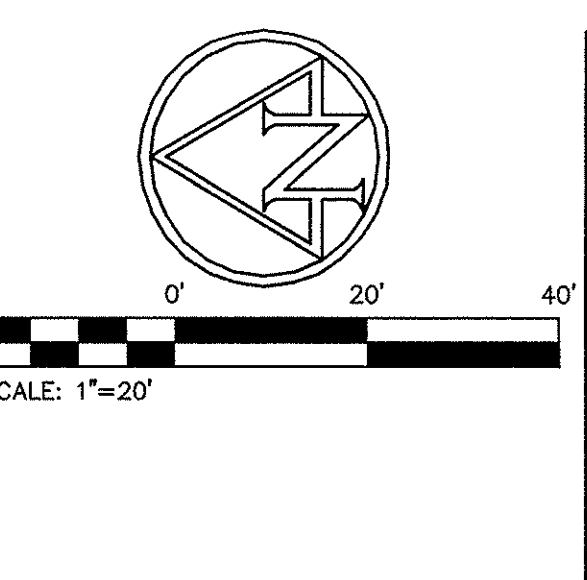
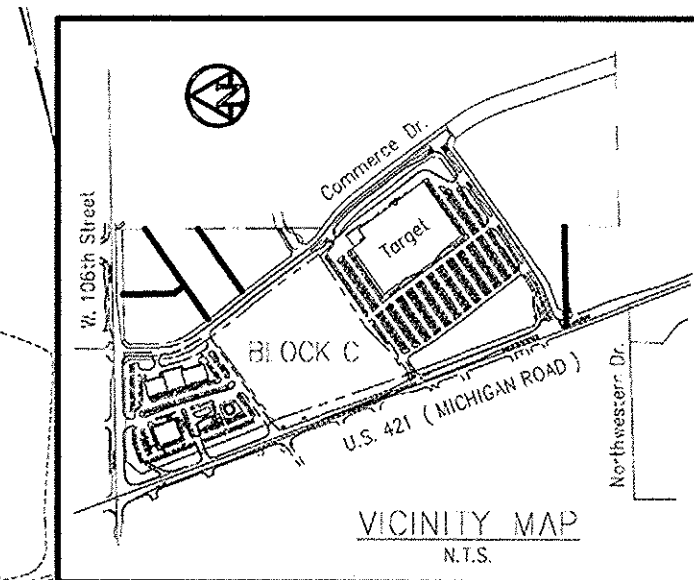
ACE PROJECT # IN2004.0948

TITLE:
**GRADING PLAN
AS-BUILTS**

ACE PROJECT # IN2004.0948

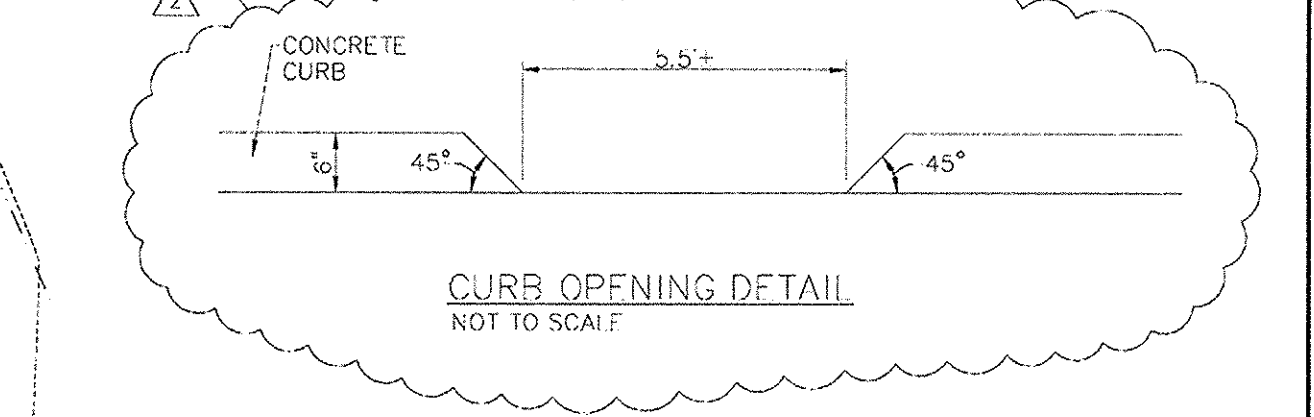
TITLE:
**GRADING PLAN
AS-BUILTS**

C3.1



PROPOSED GRADING LEGEND		EXISTING TOPOGRAPHY LEGEND	
M.E.	MATCH EXISTING	Water Valve	Water Valve
LP	EDGE OF PAVEMENT	Fire Hydrant	Fire Hydrant
BC	BOTTOM OF CURB	Sprinkler Control Valve	Sprinkler Control Valve
TC	TOP OF CURB	Telephone X Box	Telephone X Box
CONTOURS	CONTOURS	Telephone Pedestal	Telephone Pedestal
TC 000.50 BC 000.00	CURB ELEVATIONS	Light Pole	Light Pole
000.00	SPOT ELEVATIONS	Combination Pole	Combination Pole
		Street Sign	Street Sign
		Mail Box	Mail Box
		Post	Post

- GENERAL GRADING NOTES
- ALL WORK TO CONFORM TO STATE AND LOCAL REGULATIONS.
 - SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
 - THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS (VERTICAL AND HORIZONTAL) IN THE FIELD PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM THE ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
 - THE EXCAVATING CONTRACTOR MUST TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITY LINES AND EQUIPMENT. VERIFY COVER REQUIREMENTS BY UTILITY CONTRACTORS AND/OR UTILITY COMPANIES SO AS NOT TO CAUSE DAMAGE.
 - THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 72 HOURS BEFORE CONSTRUCTION IS TO START, TO VERIFY IF ANY UTILITIES ARE PRESENT ON SITE. ALL VERIFICATIONS (location, size and depth) SHALL BE MADE BY THE APPROPRIATE UTILITY COMPANIES. WHEN EXCAVATING IS AROUND OR OVER EXISTING UTILITIES, THE CONTRACTOR MUST NOTIFY THE UTILITY COMPANY SO A REPRESENTATIVE OF THAT UTILITY COMPANY CAN BE PRESENT TO INSPECT AND OBSERVE DURING CONSTRUCTION.
 - TRENCHES FOR ALL STORM DRAIN LINES SHALL BE BACKFILLED COMPLETELY WITH SELECT GRANULAR MATERIAL IF WITHIN 5 FEET OF PAVEMENT.
 - AFTER STRIPPING TOPSOIL MATERIAL, PROOFROLL WITH A MEDIUM WEIGHT ROLLER TO DETERMINE LOCATIONS OF ANY POCKETS OF UNSUITABLE MATERIAL. THE NECESSITY FOR SUBGRADE AND/OR REMOVAL OF ANY UNSUITABLE MATERIAL WITHIN THE PROPOSED PARKING AREAS WILL BE DETERMINED AT THE TIME OF CONSTRUCTION.
 - PROVIDE POSITIVE DRAINAGE WITHOUT PONDING IN ALL AREAS. AFTER INSTALLATION, CONTRACTOR TO TEST FOR, AND CORRECT, IF ANY, "BIRD BATH" CONDITIONS.
 - ALL PROPOSED SPOT ELEVATIONS ARE THE FINAL PAVEMENT AND FINAL GRADE ELEVATIONS.
 - SEE APPROPRIATE DETAILS TO DETERMINE SUBGRADE ELEVATIONS BELOW FINISH GRADE ELEVATIONS INDICATED.
 - ALL STORM SEWER MATERIALS AND INSTALLATION SHALL CONFORM TO HAMILTON COUNTY STANDARDS.
 - INVERTS AT PIPE OUTLETS ARE GIVEN AT END OF PIPE END SECTION.
 - DEBRIS GUARD TO BE INSTALLED AT ALL OPEN ENDED INLETS.
 - DUE TO SITE CONSTRAINTS, THE SITE DOES NOT BALANCE. THE CONTRACTOR IS RESPONSIBLE FOR ALL EARTHWORK IMPORTS AND/OR EXPORTS.
 - THE SITE IS / IS NOT LOCATED WITHIN ANY FLOODPLAIN, FLOODWAY OR FLOODWAY FRINGE AS INDICATED ON THE FLOODWAY INSURANCE RATE MAP COMMUNITY FLOOD NUMBER 1805-0207 FOR THE COUNTY OF HAMILTON, INDIANA, DATED FEBRUARY 19, 2003.



BENCHMARK:

ACE T.B.M. #S 78-2
A CHISELED "X" ON THE NORTH, NORTHWEST BOLT ON THE FIRE HYDRANT 1 LOCATED AT THE NORTHWEST CORNER OF U.S. 421 & NORTHWESTERN DRIVE. ELEV. = 894.86

ACE T.B.M. #830
A CHISELED "D" ON THE WEST SIDE OF THE CONCRETE LIGHT POLE BASE LOCATED IN FRONT OF "Clubhouse Cuts for Kids" behind "Wendy's". ELEV. = 897.58

ACE T.B.M. #63
A CHISELED "X" ON THE NORTHWEST CORNER OF THE FIRE HYDRANT FLANGE LOCATED ON THE EAST SIDE OF COMMERCE ROAD, APPROX. 250 FEET NORTHEAST OF THE NORTHEAST CORNER OF "Target". ELEV. = 892.85

CAUTION !!

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

1 800 382 5544
CALL TOLL FREE
- INDIANA UNDERGROUND -

