



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 26, 2021

To: Hamilton County Drainage Board

Re: Thistlethwaite Drain, Aaron Rawlings Arm - Maple Run Sec. 3B Arm.

Attached is a petition filed by Arbor Homes along with a non-enforcement request, plans, calculations, quantity summary and assessment roll for Maple Run Section 3B located in Adams 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. As per the plans by Stoeppelwerth & Associates Engineering, Project No. 51510ARB-S3, the drain will consist of the following:

48" RCP 140 ft. 60" RCP 337 ft. Open Drain 175 ft

The total length of the drain will be 652 feet.

The sections of drain that is to become part of the regulated drain system is the storm line from proposed Lake 4 through Lake 3 and into the Thistlethwaite Drain as shown on the development plan on sheets C200 and C201. The drain begins at Structure #B04, 60-inch RCP, and continues to Structure #BO3 and then to Structure #B01. The open drain begins near the south end of Lake 3 from Structure #B01 and continues in a northerly direction to Structure #A02, then continues as 48-inch RCP to Structure #A01 where it discharges into the Thistlethwaite open drain. This RCP is shown on Sheet 600 of the above-mentioned plans. The open ditch is measured as a straight line through Lake 3.

The Maple Run Section 3B Arm as described above will be part of the Thistlethwaite Drain, Aaron Rawlins Arm. Lake 3 (pond) is not to be considered part of the regulated drain. The maintenance of the pond shall include the inlets, outlets (Structure #A01, STR. # A02, Structure #B01, Structure #B04) as part of the regulated drain. The maintenance of the pond such as sediment removal, and erosion control along the banks, mowing and aquatic vegetation control will be the responsibility of the Homeowners Association. The Board will also retain jurisdiction for ensuring the storage volume for which the pond was designed will be retained, allowing no fill or easement encroachments. The Maple Run Section 3B Arm as described above will be part of the Thistlethwaite Drain, Aaron Rawlings Arm.

The Maple Run Section 3B Arm as described above will be part of the Thistlethwaite Drain. Maintenance of the remaining drainage facilities within Maple Run Section 3B Subdivision shall be under the Town of Sheridan and/or the Maple Run Homeowners Association. Maintenance of the BMPs within Maple Run Section 3B Subdivision shall also be under the Town of Sheridan and/or the Maple Run Homeowners Association.

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. The maintenance assessment rates have been adopted by the Board at its meeting on September 24, 2018, (see Drainage Board Minute Book 17, Pages 249-250). When Maple Run Section 3B is platted it will be assessed at the Un-Regulated Subdivision rate of \$5.00 per acre, \$35.00 per lot and minimum.

The petitioner has submitted surety for the proposed drain at this time. The amount of the bond is \$138,115.20 which represents 120% of the Engineer's Estimate of \$115,096.00. The surety which is in the form of a Performance Bond is as follows:

Agent: National Indemnity Company

Date: May 6, 2021

Bond Number: 70NGP185032

For: Storm Sewers Amount: \$138,115.20 HCDB-2021-00015

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 will be for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for Maple Run of Sheridan Section 3B as recorded in the office of the Hamilton County Recorder.

I recommend the Board set-whearing for this proposed drain for July 26, 2021.

Kenjon C. Ward CFM Hamilton County Surveyor

(Revised 06/08/04)

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

FILED

AUG 2 2 2019

TO: HAMILTON COUNTY DRAINAGE BOARD

% Hamilton County Surveyor One Hamilton County Square, Suite 188 Noblesville, IN. 46060-2230

OFFICE OF HAMILTON COUNTY SURVEYOR

In the matter of	Maple Run	Subdivision, Section
$_{3}B$	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 Maple Run, Section 32, 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 or Non-Revocable Letter of Credit for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 120% 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.

Adobe PDF Fillable Form

The Petitioner further requests that the Drain be classified as an Urban Drain as per IC 36-9-27-69(d).

RECORDED OWNER(S) OF LAND INVOLVED

Funt Mi Elion		Signed	
Lantz McElroy - Arbor Homes			
Printed Name		Printed Name	
August 21, 2019			
Date		Date	
Signed	_	Signed	
Printed Name		Printed Name	
Date		Date	, , , , , , , , , , , , , , , , , , , ,

Adobe PDF Fillable Form

FINDINGS AND ORDER

CONCERNING THE MAINTENANCE OF THE

Thistlewaite Drain, Aaron Rawlings Arm
Maple Run Section 3B Arm

On this 26th day of July, 2021, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the Thistlewaite Drain, Aaron Rawlings Arm, Maple Run Section 3B 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.

President

Member

Attest: Levette Markergh
Executive Secretary

ENG. EST SEZT 3B

Item No.	ltem		Unit	Unit Cost	Quantities	Cost	Performance Bond	Maintenance Bond
1	Streets (Asphalt base/ binder, less the surfactors #2 Stone + 4" #53 Stone + 3" Asphalt Binder	e) Total	SY	2		\$0.00 \$0.00	\$0.00	\$0.00
2	Streets (Asphalt surface) 1.5" Asphalt Surface	Total	SY			\$0.00 \$0.00	\$0.00	\$0.00
3	Curb Rollcurb	Total	LF			\$0.00 \$0.00	\$0.00	\$0.00
4	Legal Drain Storm Sewers Beehive Inlet Single Curb Inlet Outlet Control Structure 96" Manhole 15" RCP 18" RCP 21" RCP 24" RCP 27" RCP 48" RCP 60" RCP 48" RCP End Section w/ Trash Guards 60" RCP End Section w/ Trash Guards 6" SSD Single Wall Swales w/ Fabric 6" SSD Single Wall Street 6" Riser Bedding # 8 Stone Granular Fill # 53 Stone Video & Jet RCP Rip Rap		EA EA EA LF LF LF LF LF EA TONS TONS LF TONS	\$7,800.00 \$7,950.00 \$153.00 \$245.00 \$6,200.00 \$9,600.00	140 186 1 2 213	\$0.00 \$7,800.00 \$7,950.00 \$0.00 \$0.00 \$0.00 \$0.00 \$21,420.00 \$45,570.00 \$6,200.00 \$19,200.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,950.00		
5	Monuments & Markers Monuments & Markers	Total	LS			\$115,096.00 \$0.00		\$11,509.6
6	Street Signs Street Signs	Total	LS			\$0.00 \$0.00 \$0.00	12	\$0.0 \$0.0
7	Sanitary Sewer Sanitary Manholes 8'-10' Sanitary Manholes 10'-12' Sanitary Manholes 16'-18' Sanitary Manholes 18'-20' Drop Manhole 6" SDR 26 PVC 8'-10' 6" SDR 26 PVC 10'-12' 6" SDR 26 PVC 16'-18' 6" SDR 26 PVC 18'-20' 8" SDR 26 PVC 8'-10' 8" SDR 26 PVC 10'-12'		EA EA EA LF LF LF LF LF LF LF			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00		

	8" SDR 26 PVC 18'-20'		LF	1	\$0.00	40	
	8" x 6" Wyes		EA		\$0.00		
	Stone Bedding		TONS		\$0.00		
	Granular Fill B - Borrow		TONS		\$0.00		
	Concrete Cradle		EA	×	\$0.00		
	Connect to Existing		EA		\$0.00		
	Air, Mandrel & Video Testing		LF		\$0.00		
	2	Total			\$0.00	\$0.00	\$0.00
8	Water Mains						
	8" DR 14		LF		\$0.00		
	12" DR 14		LF		\$0.00		
	Fire Hydrant w/ Storz		EA		\$0.00		
	12" Valve		EA		\$0.00		
	6" Valve		EA		\$0.00		
	8" Valve		EA		\$0.00		
	8" Bends		EA		\$0.00		
	8" Tees		EA		\$0.00		
	12" Bends		EA		\$0.00		
	12" Tees		EA		\$0.00		
	Valve Boxes		EA		\$0.00		
	Steel Casing		LF		\$0.00		
	Tie - In Main		EA		\$0.00		
	Sand for Crossing		TONS		\$0.00		
	#8 Stone		TONS		\$0.00		
	Sand for Bedding		TONS		\$0.00		
	Misc. Fittings		EA		\$0.00		
	Flushing & Testing		LF		\$0.00		
		Total			\$0.00	\$0.00	\$0.00

Performance Bond

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

HCDB-2021-00015

CONTRACTOR:

Clayton Properties Group, Inc. dba Arbor Homes

9225 Harrison Park Court Indianapolis, IN 46216

OWNER:

Hamilton County Board of Commissioners

One Hamilton County Square

Noblesville IN. 46060

CONSTRUCTION CONTRACT

Date: September 19, 2019

Amount: \$115,096.00

Description (Name and Location):

SURETY:

National Indemnity Company 1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944

Legal Drain -Stormwater Drain and Storm Sewer System, Maple Run Section 3, Sheridan, IN

BOND

Date: May 6, 2021

Amount: \$138,115.20

Modifications to this Bond:

D None

See Page 3

CONTRACTOR AS PRINCIPAL

SURETY

Company: Clayton Properties Group, Inc. dba

Arbor Homes

Company:

National Indemnity Company

Signature

Name and Title: John

Filler has

Name and Title:

VICE PRESIDENT Land Development

and Development Matthew G. Grantham, Attori

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY- Name, Address and Telephone)

AGENT or BROKER:

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

FILED

MAY 0 6 2021

Exhibit 102-5: Performance Bond Form

Page 1 of 3

100-29

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 that 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 Contactor 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 that 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 Contactor 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 of 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 subcontractors purchase orders and other obligations
- 9 Any proceeding, legal or equilable, 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 of 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 of 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 here from 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.

MODIFICTATIONS 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 outlined 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: Clayton Properties Group, Inc. dba Arbor Homes	SURETY: Company: National Indemnity Company RPORA: CRPORA: CR
Signature:	Signature: Signature: SEAL SIGNATURE SEAL SIGNATURE SIGN
Name and Title: Address: 9225 Harrison	Name and Title: Matthew G. Grantham Attorney in-Pact
Park Court, Indianapolis, IN 46216	Address: 1314 Douglas Street, Suite 1400, Quaha, NE.
	68104-1944

3

is Power Can Only Be Used For The Following Obligee(s): HAMILTON COUNTY BOAI

Title or Description:

PERFORMANCE: LEGAL DRAIN-STORMWATER DRAIN &

STORM

SEWER

SYSTEM,

MAPLE

RUN

SEC

w

OF

PROPERTIES

GROUP,

INC.

POWER-OF-ATTORNEY

NATIONAL INDEMNITY COMPANY

1314 DOUGLAS STREET, SUITE 1400, OMAHA, NEBRASKA 68102-1944 (402) 916-3000

KNOW ALL MEN BY THESE PRESENTS: This Power-of-Attorney is not valid unless attached to the duly-executed bond that it authorizes. This Power-of-Attorney specifies THE AUTHORITY OF THE ATTORNEY-IN-FACT and THE LIABILITY OF NATIONAL INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:

ONE HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED FIFTEEN AND 20/100 DOLLARS (\$ 138,115,20)

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, State of Nebraska, does hereby make, constitute and appoint Matthew G. Grantham in the City of Omaha, County of Douglas, State of Nebraska, its true and lawful attorney-in-fact, at Omaha, in the State of Nebraska, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings, provided that the liability of the Company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

The acknowledgement and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly-elected officers of this Company.

This Power of Attorney is granted, and is signed and sealed by original signature, under and by the authority of the following Resolution adopted by the Executive Committee, as duly authorized by the Board of Directors of NATIONAL INDEMNITY COMPANY, at a meeting duly called and held on the 15th day of March, 2017:

RESOLVED, That the President, any Vice President or the Secretary shall have the power and authority to (1) appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

FURTHER RESOLVED, That any Surety Administrator or Surety Underwriter shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company any license bond with a limit of \$10,000 or less.

FURTHER RESOLVED, That any Surety Administrator shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company (1) any bond, except an appeal bond, with a limit of \$10,000 or less and (2) any license bond with a limit of \$50,000 or less.

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its <u>Senior Vice President</u> this <u>5th</u> day of <u>May</u>, 20<u>21</u>.

NATIONAL INDEMNITY COMPANY

SURETY

SEAL

(Name)

Philip M. Wolf

(Title)

Senior Vice President

STATE OF NEBRASKA

COUNTY OF DOUGLAS

SS.:

On this <u>5th</u> day of <u>May</u>, 20<u>21</u>, before me, a Notary Public, personally appeared <u>Philip M. Wolf</u>, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as <u>Senior Vice President</u> of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



^{1.} THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.

2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

NI-1180bb (08/18)

Bond No. 70NGP185032

Performance Bond

Any singular reference to Contractor, Surety	Owner or other party shall	I be considered p	lural where applicable.
Any singular reference to Conflactor, and Co-	Civilei of white build one	I the aminimization is	

HCDB-2021-00015

Clayton Properties Group, Inc. dba

Arbor Homes

9225 Harrison Park Court

Indianapolis, IN 46216

OWNER:

Hamilton County Board of Commissioners

One Hamilton County Square

Noblesville IN, 46060

CONSTRUCTION CONTRACT

Date: September 19, 2019

Amount: \$115,096.00

Description (Name and Location):

SURETY:

National Indemnity Company 1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944

Legal Drain -Stormwater Drain and Storm Sewer System, Maple Run Section 3, Sheridan, IN

BOND

Date: May 6, 2021

Amount: \$138,115.20

Modifications to this Bond:

D None

See Page 3

CONTRACTOR AS PRINCIPAL

SURETY

Company: Clayton Properties Group, Inc. dba

Arbor Homes

Company: National Indemnity Company

Signature

Name and Title:

Matthew G. Grantham, Attor

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY- Name, Address and Telephone)

AGENT or BROKER:

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

MAY 0 6 2021

Exhibit 102-5: Performance Bond Form

Page 1 of 3

100-29

OFFICE OF HAMILTON COUNTY SURVEYOR

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 that 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 Contactor Default and
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 - 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 recelpt 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 Contactor 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 mitigalion 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 of its heirs, executors, administrators or successors.
- 8 The Surely hereby waives notice of any change. Including changes of lime, to the Construction Confract or to related subcontractors purchase orders and other obligations
- 9 Any proceeding, legal or equilable, 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 of 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 of 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 here from 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: Fallure 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.

MODIFICTATIONS 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 outlined 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: Clayton Properties Group, Inc. dba Arbor Homes

Signature:

Name and Title: Address: 9225 Harrison

Park Court, Indianapolis, IN 46216

SURETY: Company:

National Indemnity Company

Signature:

Name and Title: Matthew G. Granthand

Address: 1314 Douglas Street, Suite 1400

68104-1944

3

This Power Can Only Be Used in The State of: INDIANA This Power Can Only Be Used For The Following Obligee(s): HAMILTON C

Bond Title or Description:

PERFORMANCE: LEGAL DRAIN-STORMWATER DRAIN &

STORM SEWER SYSTEM,

MAPLE

RON

SEC.

ω

SHERIDAN

보

PROPERTIES GROUP,

TNC.

POWER-OF-ATTORNEY

NATIONAL INDEMNITY COMPANY

1314 DOUGLAS STREET, SUITE 1400, OMAHA, NEBRASKA 68102-1944 (402) 916-3000

KNOW ALL MEN BY THESE PRESENTS: This Power-of-Attorney is not valid unless attached to the duly-executed bond that it authorizes. This Power-of-Attorney specifies THE AUTHORITY OF THE ATTORNEY-IN-FACT and THE LIABILITY OF NATIONAL INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:

ONE HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED FIFTEEN AND 20/100 DOLLARS (\$ 138,115.20)

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, State of Nebraska, does hereby make, constitute and appoint Matthew G. Grantham in the City of Omaha, County of Douglas, State of Nebraska, its true and lawful attorney-in-fact, at Omaha, in the State of Nebraska, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings, provided that the liability of the Company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

The acknowledgement and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly-elected officers of this Company.

This Power of Attorney is granted, and is signed and sealed by original signature, under and by the authority of the following Resolution adopted by the Executive Committee, as duly authorized by the Board of Directors of NATIONAL INDEMNITY COMPANY, at a meeting duly called and held on the 15th day of March, 2017:

RESOLVED, That the President, any Vice President or the Secretary shall have the power and authority to (1) appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

FURTHER RESOLVED, That any Surety Administrator or Surety Underwriter shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company any license bond with a limit of \$10,000 or less.

FURTHER RESOLVED, That any Surety Administrator shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company (1) any bond, except an appeal bond, with a limit of \$10,000 or less and (2) any license bond with a limit of \$50,000 or less.

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its <u>Senior Vice President</u> this <u>5th</u> day of <u>May</u>, 20<u>21</u>.

NATIONAL INDEMNITY COMPANY

ORPOR

SURETY

SEAL

(Name)

Philip M. Wolf

(Title) Senior Vice President

STATE OF NIEBRASKA

COUNTY OF DOUGLAS

SS.:

On this <u>5th</u> day of <u>May</u>, 20<u>21</u>, before me, a Notary Public, personally appeared <u>Philip M. Wolf</u>, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as <u>Senior Vice President</u> of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.

NI-1180bb (08/18)

^{2.} THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD IN THE MATTER OF

Thistlethwaite Drain, Aaron Rawlings Arm Maple Run Section 3B Arm

NOTICE

То	Whom	It	May	Concern	and:	

Notice is hereby given of the hearing of the Hamilton County Drainage Board on the **Thistlethwaite Drain**, **Aaron Rawlings Arm**, **Maple Run Section 3B Arm** on **July 26**, **2021** at **9:15 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

Thistlethwaite Drain, Aaron Rawlings Arm, Maple Run Section 3B Arm

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on **July 26**, **2021** 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





To: Hamilton County Drainage Board

Phone (317) 776-8495 Fax (317) 776-9628

June 9, 2022

Re: Thistlewaite Drain: Aaron Rawlings: Maple Run Section 3B

Attached are as-built, certificate of completion & compliance, and other information for Maple Run Sec. 3B Arm. 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 26, 2021. The report was approved by the Board at the hearing held July 26, 2021. (See Drainage Board Minutes Book 20, Pages 100-102) The changes are as follows: the 48" RCP was shortened from 140 feet to 132 feet. The open ditch was lengthened from 175 feet to 185 feet. The length of the drain due to the changes described above is now **654 feet**.

The non-enforcement was approved by the Board at its meeting on July 26th, 2021 and recorded under instrument #2021054946.

The following sureties were guaranteed by National Indemnity Company and released by the Board on its June 13, 2022, meeting.

Bond-LC No:70NGP185032

Amount: \$215,120.04 For: Storm Sewers

Issue Date: May 6, 2021

I recommend	the Board	approve th	he drain's	construction	as comple	ete and	acceptable.
I Lecommieno	i ilie Duaiu	approve u	ic diam s	COLIBITACTION	as compre	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- I

Kenton C. Ward, CFM Hamilton County Surveyor

CERTIFICATE OF COMPLETION AND COMPLIANCE

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.

Telephone Number: (317) 849-5935

Stoeppelwerth & Associates, Inc.

7965 East 106th Street, Fishers, Indiana 46038

relephone (vulloer. (317) 849-393.

Business Address:

Type or Print Name: Dennis D. Olmstead

To: Hamilton County Surveyor

Re: Maple Run, Section 3

SEAL



INDIANA REGISTRATION NUMBER

900012

National Flood Hazard Layer FIRMette With BFE or Depth Zone AE AO AP 1E. SITE TRUCTURES | | | | | Levee, Dike, or Floodwall (B) 20.2 Cross Sections with 1% Annual Chan 17.5 Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) -- Coastal Transect Baseline --- Profile Baseline digital flood maps if it is not void as described below he haseman shown complies with FEMA's baseman authoritative NFHL web services provided by FEMA. This map was exported on 7/3/2019 at 10:58/53 AM and does not elements do not appear, basemap imagery, flood zone labels legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for

FLOOD MAP

FLOOD STATEMENT
THIS IS TO CERTIFY THAT NO GRADED PORTION OF THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE "A" AS SAID TRACT PLOTS BY SCALE ON COMMUNITY PANEL 18057C0105G OF THE FLOOD INSURANCE RATE MAPS DATED NOVEMBER 19, 2014.

INDEX	
SHT. NO.	DESCRIPTION
C001	COVER SHEET
C100 - C101	TOPOGRAPHICAL SURVEY/DEMO PLAN
C200 - C204	SITE DEVELOPMENT PLAN OFFSITE GRADING PLAN EMERGENCY FLOOD ROUTE PLAN
C300 - C309	CONSTRUCTION ENTRANCE LOCATION & ROUTE INITIAL STORM WATER POLLUTION & PREVENTION PLAN TEMPORARY STORM WATER POLLUTION & PREVENTION PLAN PERMANENT STORM WATER POLLUTION & PREVENTION PLAN STORM WATER POLLUTION & PREVENTION SPECIFICATIONS STORM WATER POLLUTION & PREVENTION DETAILS
C400 - C405	STREET PLAN & PROFILES INTERSECTION DETAIL STREET SIGN PLAN
C500 - C501	SANITARY PLAN & PROFILES
C600 - C603	STORM PLAN & PROFILES SUB-SURFACE DRAIN / SUMP CONNECTION PLAN
C700 - C703	WATER PLAN & PROFILES
C800 - C803	CONSTRUCTION SPECIFICATIONS & DETAILS

Panel 18057C0105G Effective November 19, 2014

UTILITY CONTACTS
AT & T – Engineering 240 North Meridian Street 2nd Floor, Room 280 Indianapolis, Indiana 46204 Contact: Ryan McManus Ph: (317) 610-5437
Boone REMC 1207 Indianapolis Avenue Lebanon, Indiana 46052 Contact: Jerry Lasley Ph: (765) 483-2495 (765) 894-1084
 Comcast Cable 5330 East 65th Street Indianapolis, Indiana 46220 Contact: Matt Stringer Ph: (317) 774-3384
Vectren Energy 16000 Allisonville Road Noblesville, Indiana 46060 Contact: Chad R. Miller Ph: (317) 776-5590
Water Indiana American Water 1700 East Superior Street Kokomo, Indiana 46901 Contact: Ryan Smith Ph: (765) 454-6985
Sanitary Sewer Indiana American Water 153 North Emerson Avenue Greenwood, Indiana 46143 Contact: Tracy White

Ph: (317) 885-2426

REVISIONS DATE BY DESCRIPTION SHT. NO. REVISED PER TAC COMMENTS 08/21/19 ALLC404, C600, REVISED PER REVIEW COMMENTS 08/29/19 C602, C803B REVISED PER IDEM COMMENTS 9/19/19 C500, C501

MAPLE RUN

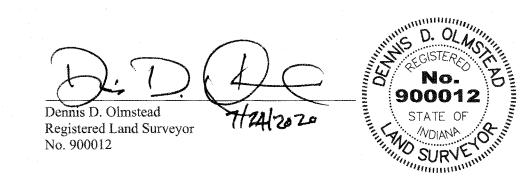
Section 3

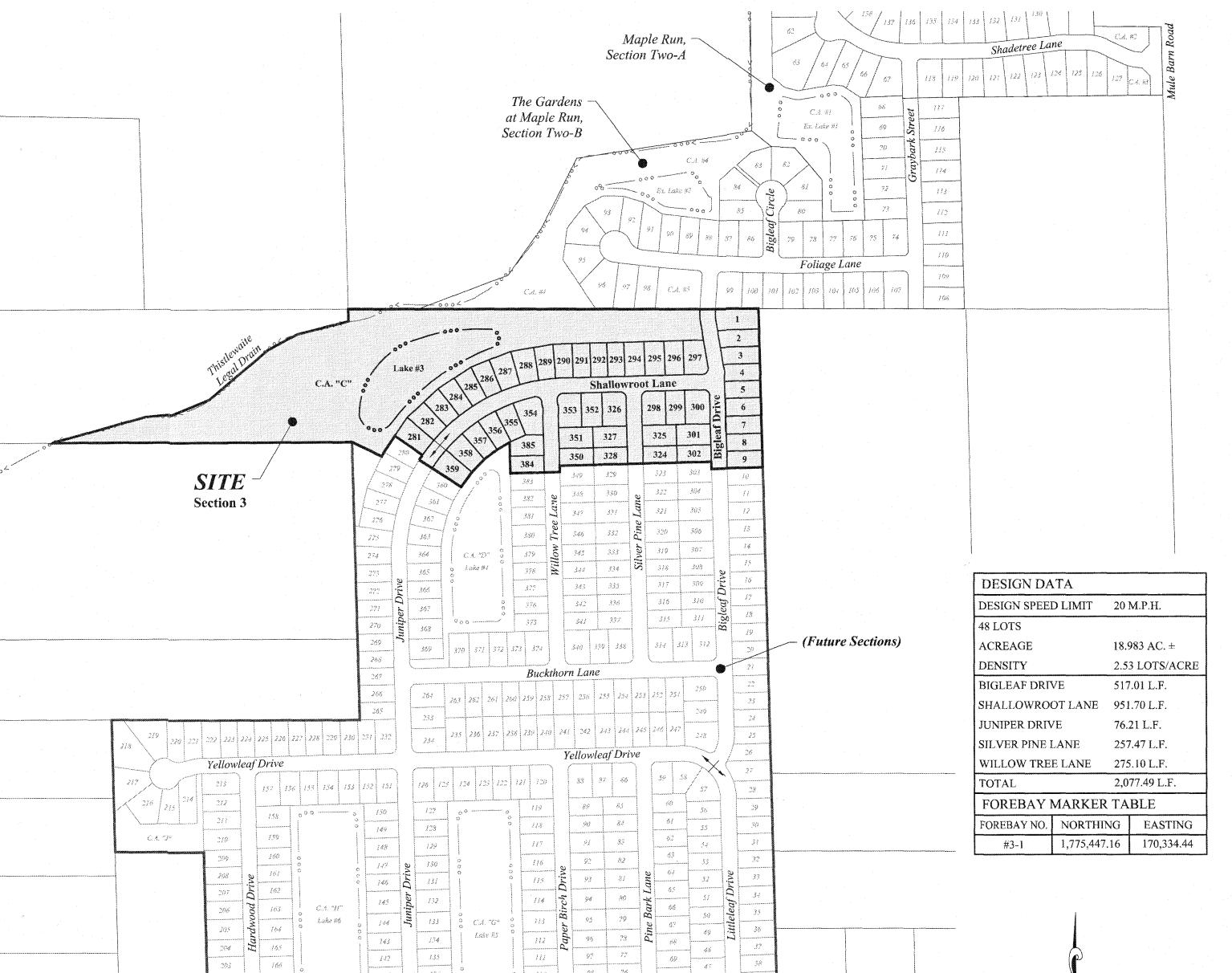
(317) 842-1875

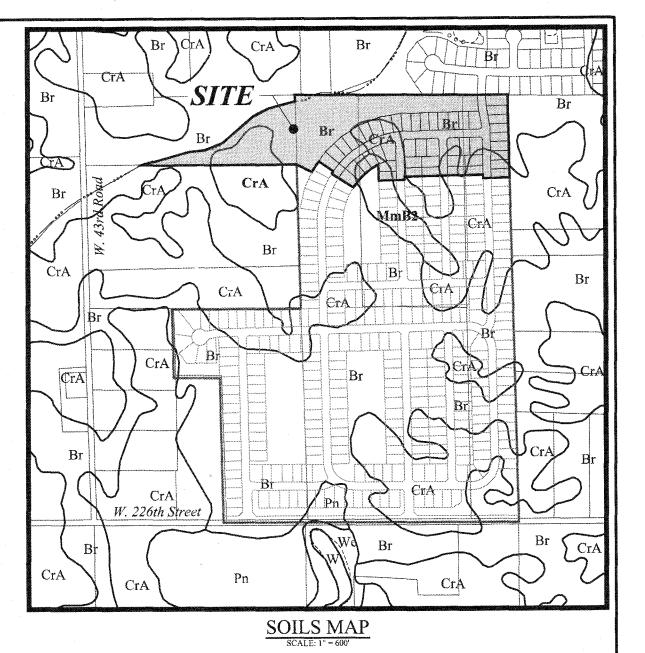
Developed by: Arbor Homes 9225 Harrison Park Court Indianapolis, Indiana 46216 Lantz McElroy **Contact:**

Phone:

RECORD DRAWING







SOILS LEGEND

Map Unit: Br- Brookston silty clay loam

This poorly drained soil has a seasonal high watertable above the surface or within 1.0 ft. and is in depressions. Slopes are 0 to 2 percent. The native vegetation is water tolerant grasses and hardwoods. The surface layer is silty clay loam and has moderate or 60 inches. Available water capacity is high (1 0.0 inches in the upper 60 inches). The pH of the surface layer in nonlimed areas is 6. to 7.3. This soil is hydric. Wetness is a management concern for crop production. This soil responds well to tile drainage. Map Unit: CrA - Crosby silt loam, 0 to 2 percent slopes

This is a somewhat poorly drained soil and has a seasonal high watertable at 0.5 to 2.0 ft. and is on rises on uplands. Slopes are 0 to 2 percent. The native vegetation is hardwoods. The surface layer is silt loam and has moderately low or moderate organic matter content (1.0 to 3.0 percent). Permeability is very slow (<0.06 in/hr) in the most restrictive layer above 60 inches. Available water capacity is moderate (6.2 inches in the upper 60 inches). The pH of the surface layer in non-limed areas is 5.1 to 6.0. Droughtiness and wetness are management concerns for crop production. This soil responds well to tile drainage.

Map Unit: MmB2- Miami silt loam, 2 to 6 percent slopes, eroded

This moderately well drained soil has a seasonal high watertable at 2.0 to 3.5 ft. and is on sideslopes and rises on uplands. Slopes an 2 to 6 percent. The native vegetation is hardwoods. The surface layer is silt loam and has moderately low organic matter content (1.0 to 2.0 percent). Permeability is very slow(< 0.06 in/hr) in the most restrictive layer above 60 inches. Available water capacity is low (5.9 inches in the upper 60 inches). The pH of the surface layer in non-limed areas is 5.1 to 6.0. Droughtiness and water erosion are anagement concerns for crop production

MAPLE RUN. SECTION 3

A subdivision of a part of the Southeast Quarter and a part of the Southwest Quarter, both of Section 6, Township 19 North, Range 03 East, Adams Township, Hamilton County, Indiana more particularly described as follows:

Beginning at the Northeast corner of the West Half of the Southeast Quarter of said Section 6; thence South 01 degree 2 minutes 46 seconds East along the East line of said Half-Quarter Section a distance of 511.07 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 165.00 feet; thence North 01 degree 23 minutes 46 seconds West a distance of 23,39 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 490.00 feet; thence South 01 degree 23 minutes 46 seconds East a distance of 20.00 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 160.00 feet; thence North 01 degree 23 minutes 46 seconds West a distance of 99.87 feet; thence South 59 degrees 37 minutes 57 seconds West a distance of 46.41 feet; thence South 52 degrees 32 minutes 02 seconds West a distance of 51.38 feet; thence South 44 degrees 56 minutes 44 seconds West a distance of 58.47 feet; thence South 36 degrees 52 minutes 01 second West a distance of 58.47 feet; thence North 57 degrees 10 minutes 20 seconds West a distance of 160.00 feet to a point on a non-tangent curve concave southeasterly, the radius point of which bears South 57 degrees 10 minutes 20 seconds East a distance of 575.00 feet from said point; thence northeasterly along said curve an arc length of 18.77 feet to a point on said curve, said point being North 55 degrees 18 minutes 06 seconds West a distance of 575.00 feet from the radius point of said curve; thence North 55 degrees 18 minutes 06 seconds West a distance of 108.98 feet; thence South 34 degrees 13 minutes 05 seconds West a distance of 63.33 feet; thence South 25 degrees 31 minutes 06 seconds West a distance of 14.79 feet; thence North 64 degrees 28 minutes 54 seconds West a distance of 106.71 feet to the Northeast corner of the land described in Instrument Number 86-019066 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 47 minutes 04 seconds West along the North line of said land a distance of 967.48 feet to the East line of the land described in Instrument Number 2011-064222 in the Office of said Recorder; thence along the easterly lines of said land the following 8 courses and distances: 1) North 55 degrees 40 minutes 26 seconds East a distance of 4.68 feet; 2) thence North 75 degrees 18 minutes 43 seconds East a distance of 85.45 feet; 3) thence North 74 degrees 26 minutes 58 seconds East a distance of 222.95 feet; 4) thence North 85 degrees 18 minutes 16 seconds East a distance of 85.54 feet; 5) thence North 67 degrees 48 minutes 21 seconds East a distance of 128.37 feet; 6) thence North 49 degrees 53 minutes 58 seconds East a distance of 249.20 feet; 7) thence North 61 degrees 43 minutes 27 seconds East a distance of 106.60 feet; 8) thence North 75 degrees 40 minutes 36 seconds East a distance of 172.85 feet to the West line of the aforementioned Southeast Quarter of said Section 6; thence North 01 degree 28 minutes 54 seconds West along said West line a distance of 39.17 feet to the Northwest corner thereof; thence South 89 degrees 52 minutes 01 second East along the North line of said Quarter Section a distance of 1,325.02 feet to the Point of Beginning, containing 18.983 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

CONTRACTOR SHALL VERIFY DEPTHS OF ALL EXISTING ONSITE UTILITIES PRIOR TO CONSTRUCTION TO CONFIRM THERE IS NOT ANY CONFLICTS WITH OTHER UTILITIES, STORM SEWERS OR STREETS. CONFLICTS AFTER CONSTRUCTION BEGINS ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY.

PLANS PREPARED BY:

STOEPPELWERTH & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS 7965 E. 106th STREET, FISHERS, INDIANA 46038

PHONE: FAX:

(IN FEET)

1'' = 250 FT

(317) 849-5935

(317) 849-5942

CONTACT: BRIAN K. ROBINSON brobinson@stoeppelwerth.com

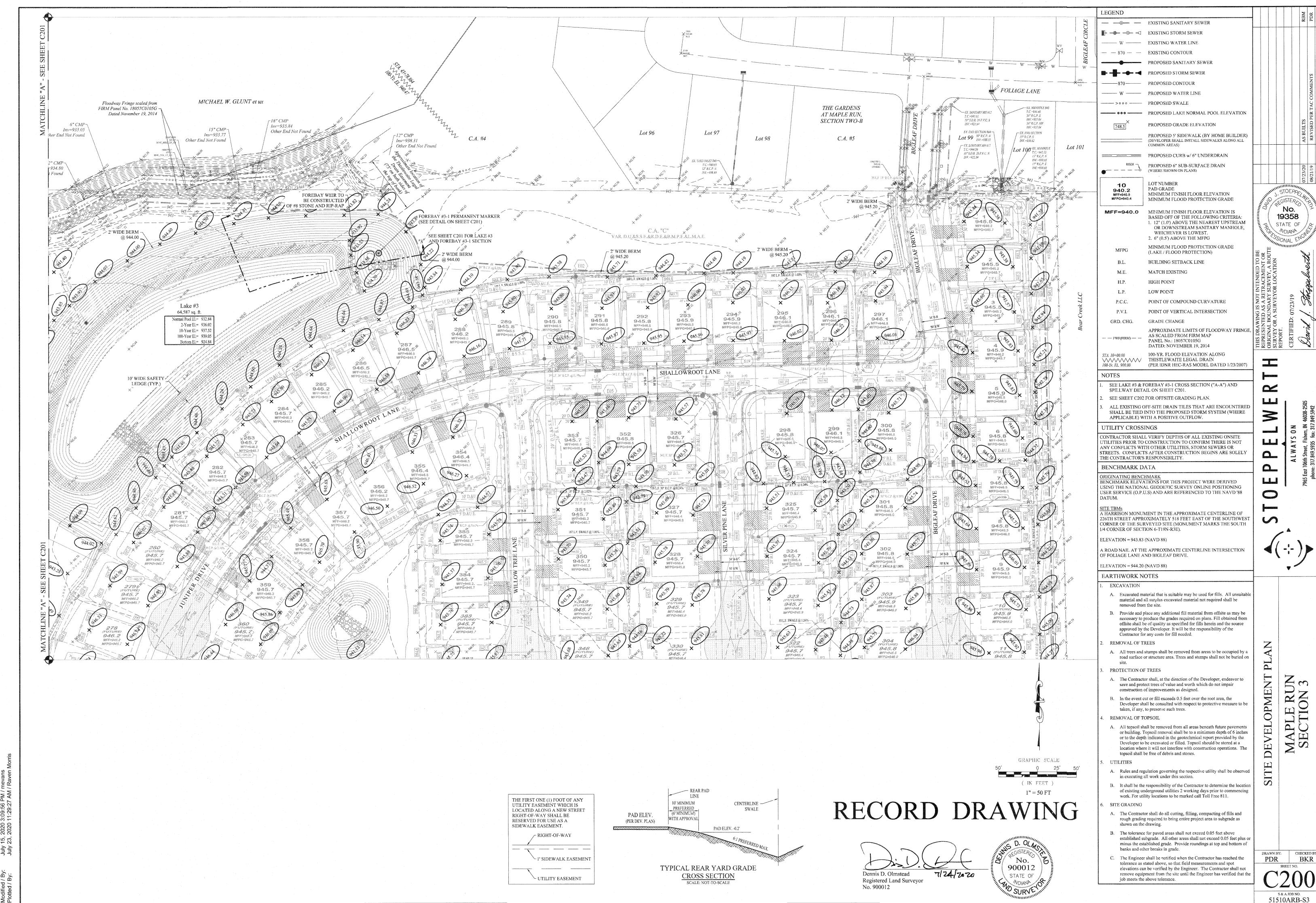
PLANS CERTIFIED BY:

PROFESSIONAL ENGINEER

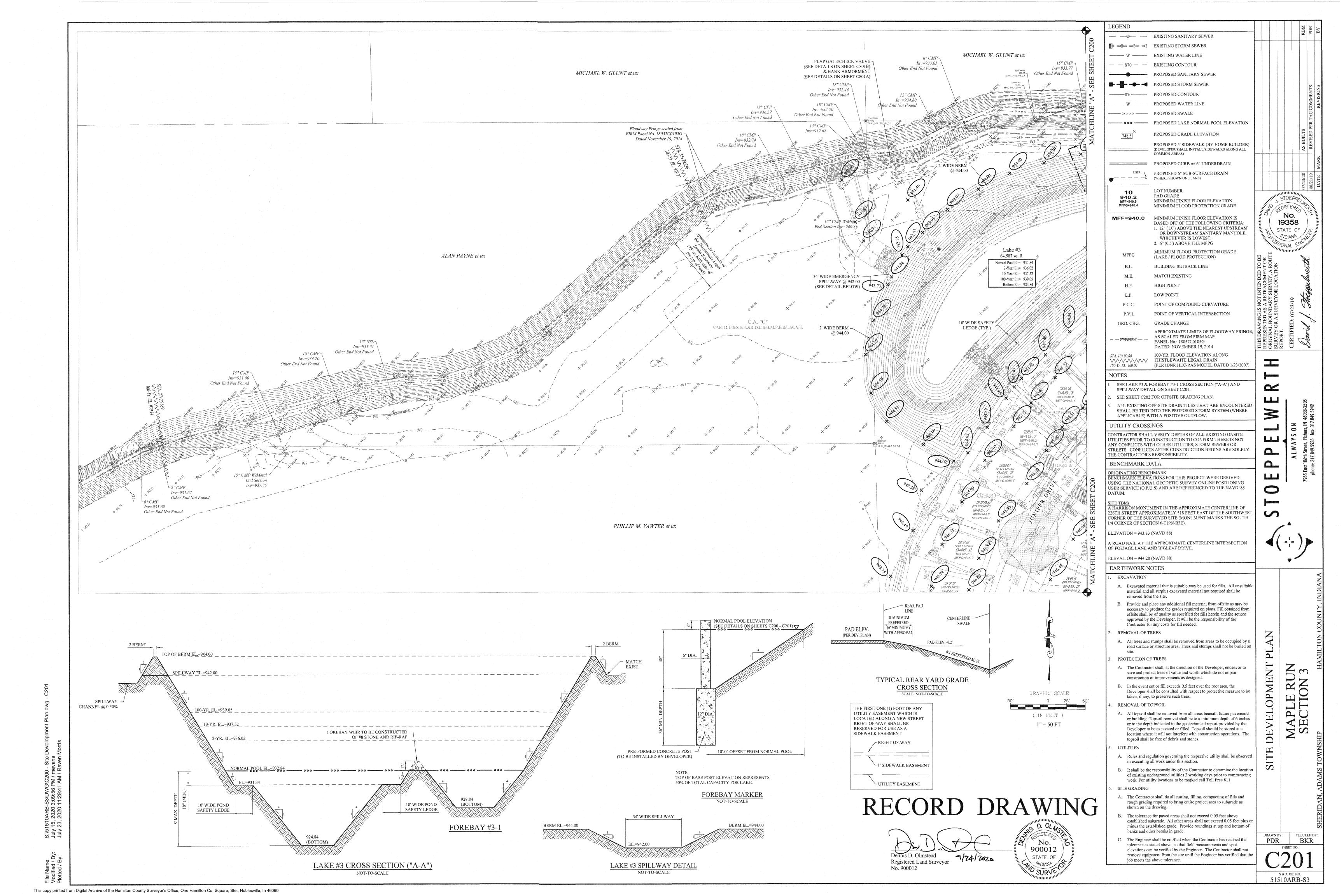


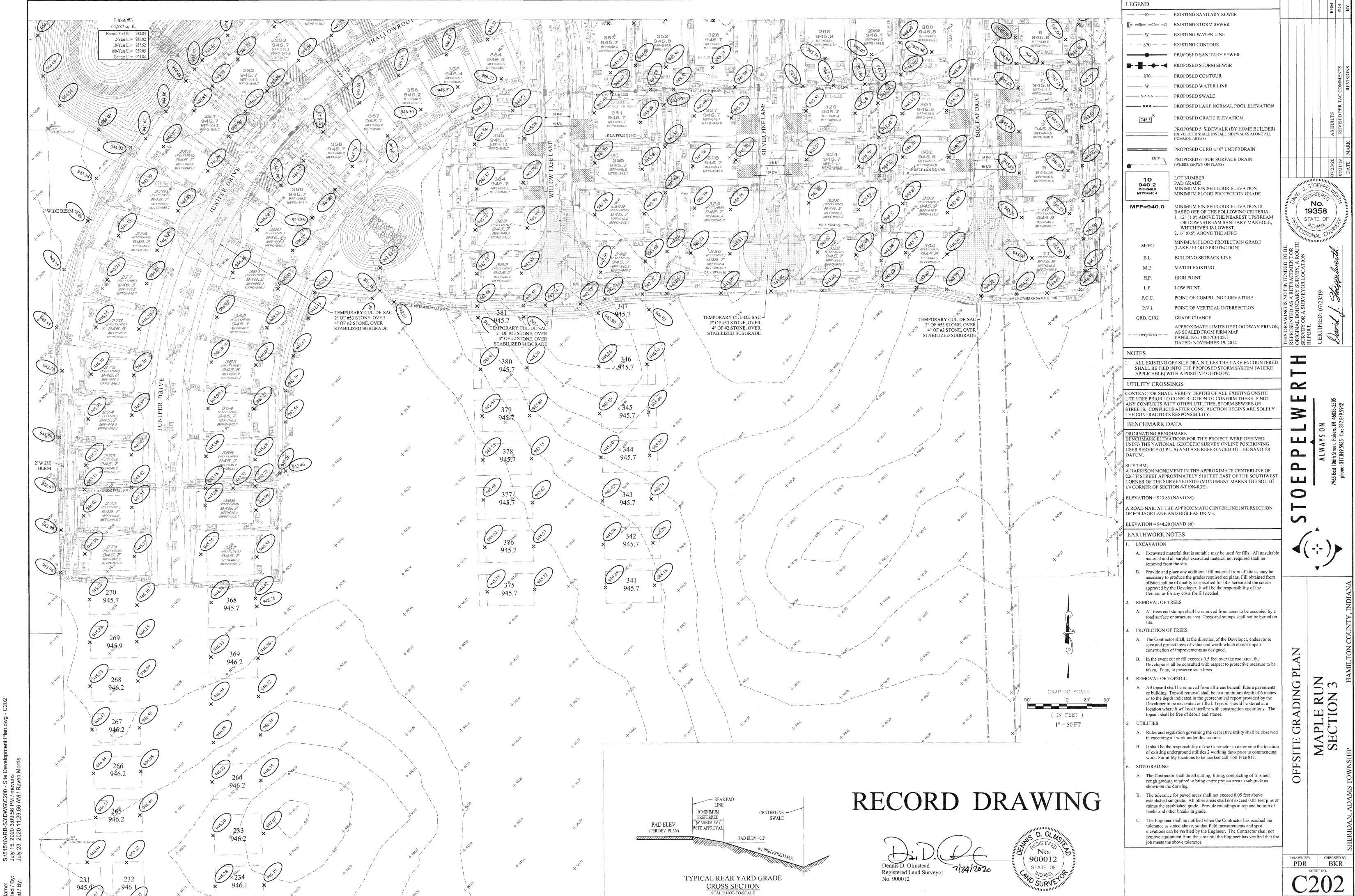


W. 226th Street

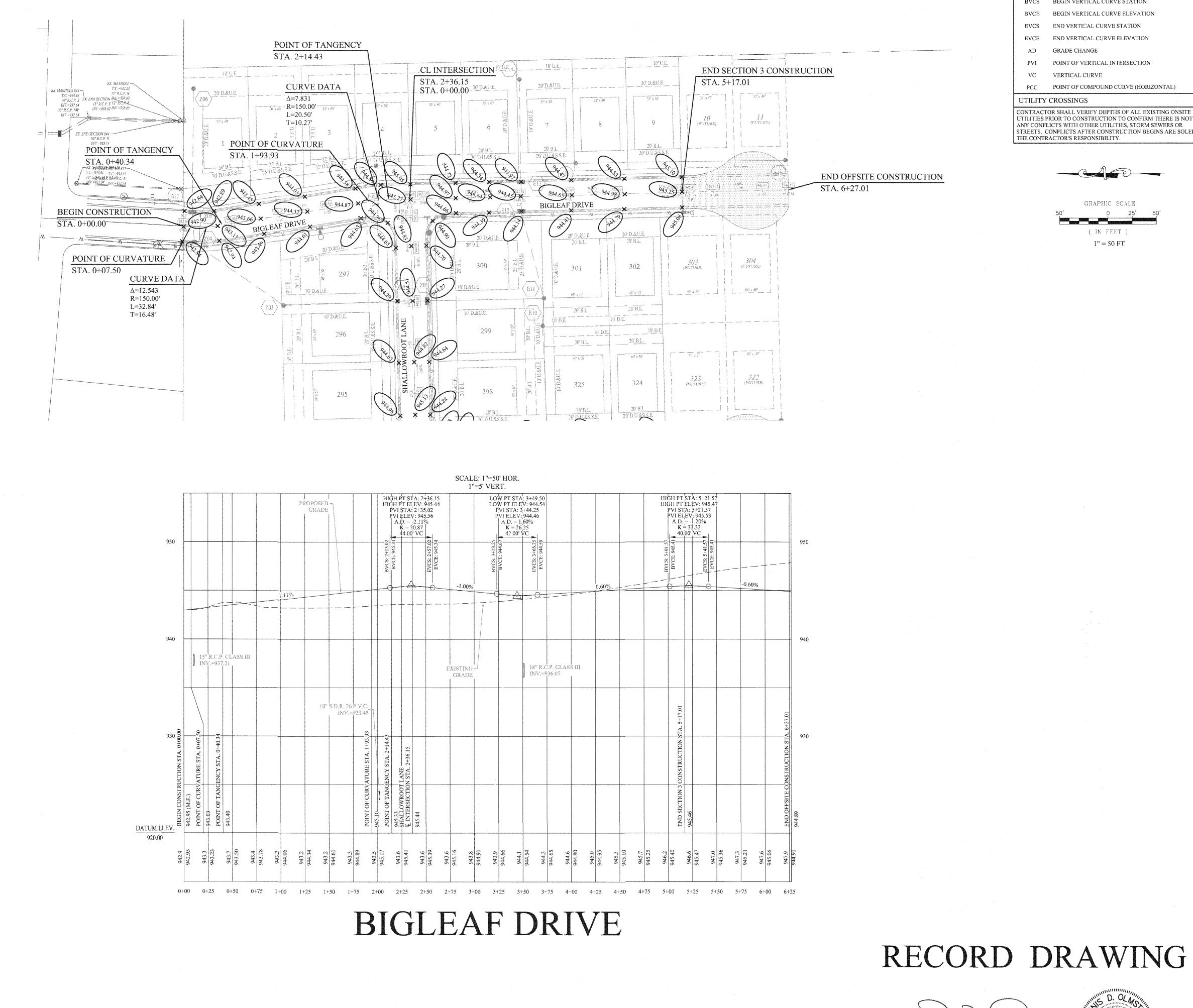


BKR





\$&A JOB NO. 51510ARB-S3



BVCS BEGIN VERTICAL CURVE STATION BVCE BEGIN VERTICAL CURVE ELEVATION EVCS END VERTICAL CURVE STATION EVCE END VERTICAL CURVE ELEVATION

AD GRADE CHANGE

PVI POINT OF VERTICAL INTERSECTION

VC VERTICAL CURVE PCC POINT OF COMPOUND CURVE (HORIZONTAL)

UTILITY CROSSINGS

Registered Land Surveyor 7/24/2073 No. 900012

LEGEND

CONTRACTOR SHALL VERIFY DEPTHS OF ALL EXISTING ONSITE UTILITIES PRIOR TO CONSTRUCTION TO CONFIRM THERE IS NOT ANY CONFLICTS WITH OTHER UTILITIES, STORM SEWERS OR STREETS. CONFLICTS AFTER CONSTRUCTION BEGINS ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY.



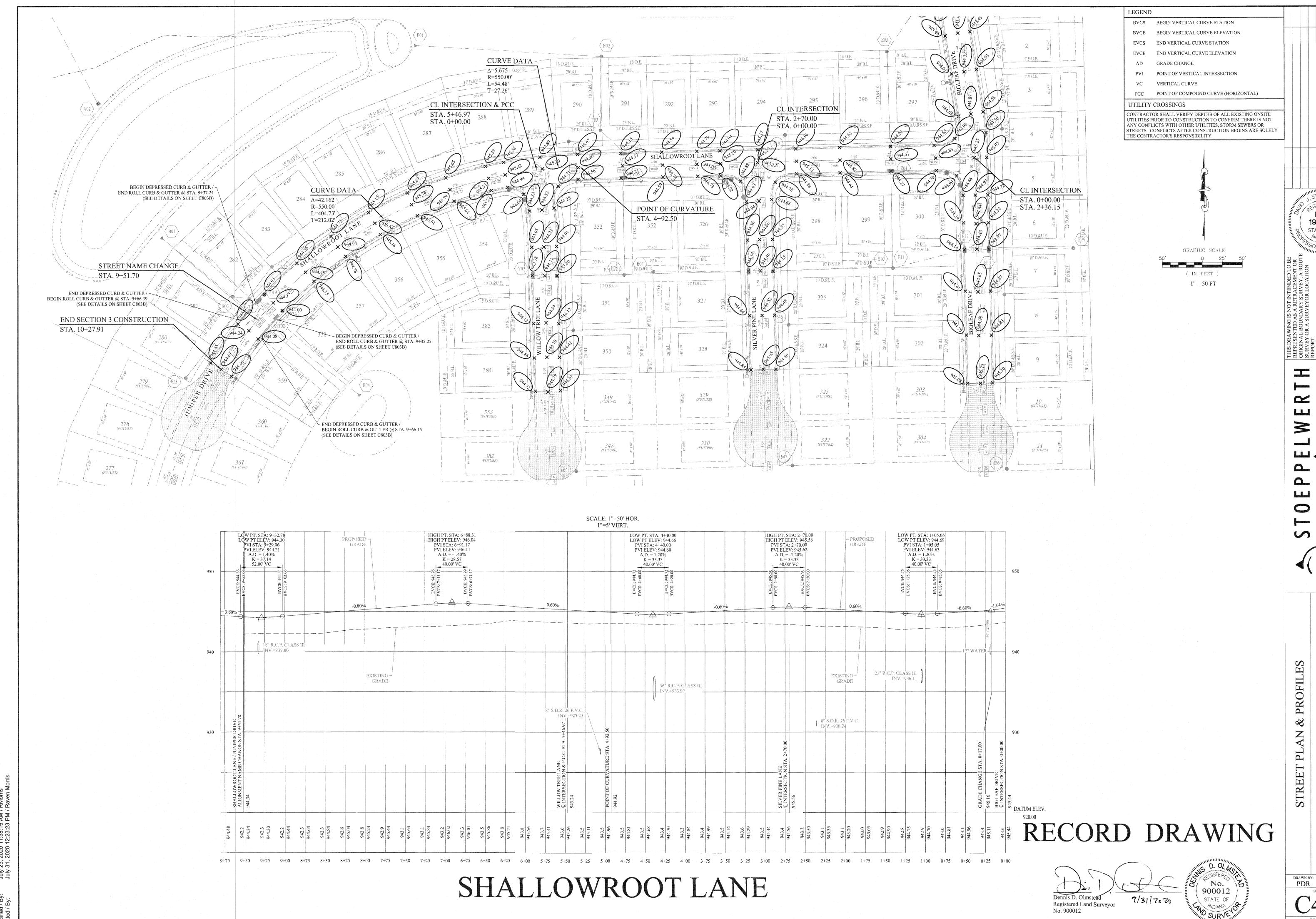
(IN FEET) 1'' = 50 FT

No. 19358 STATE OF

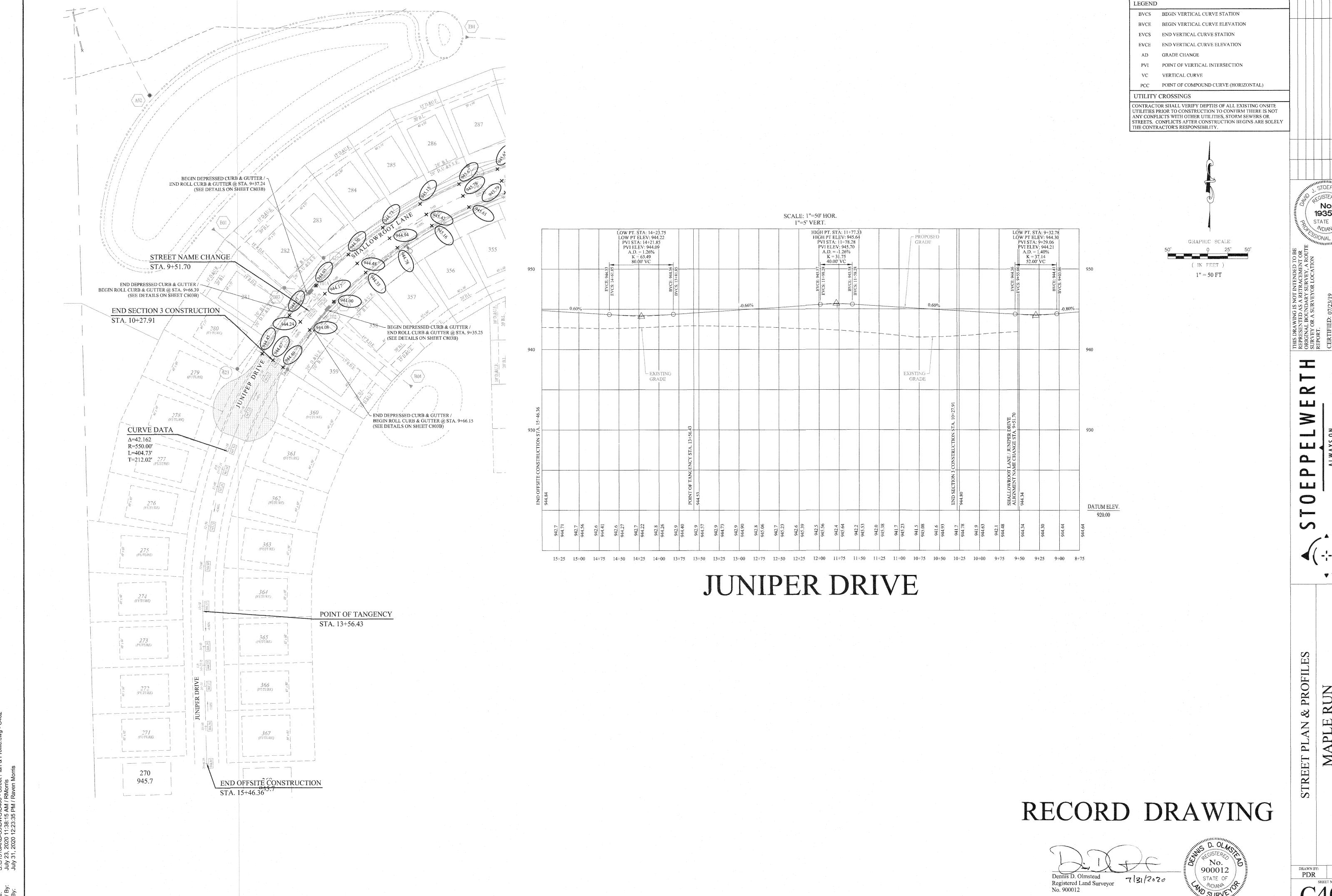
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PDR S & A JOB NO. 51510ARB-S3

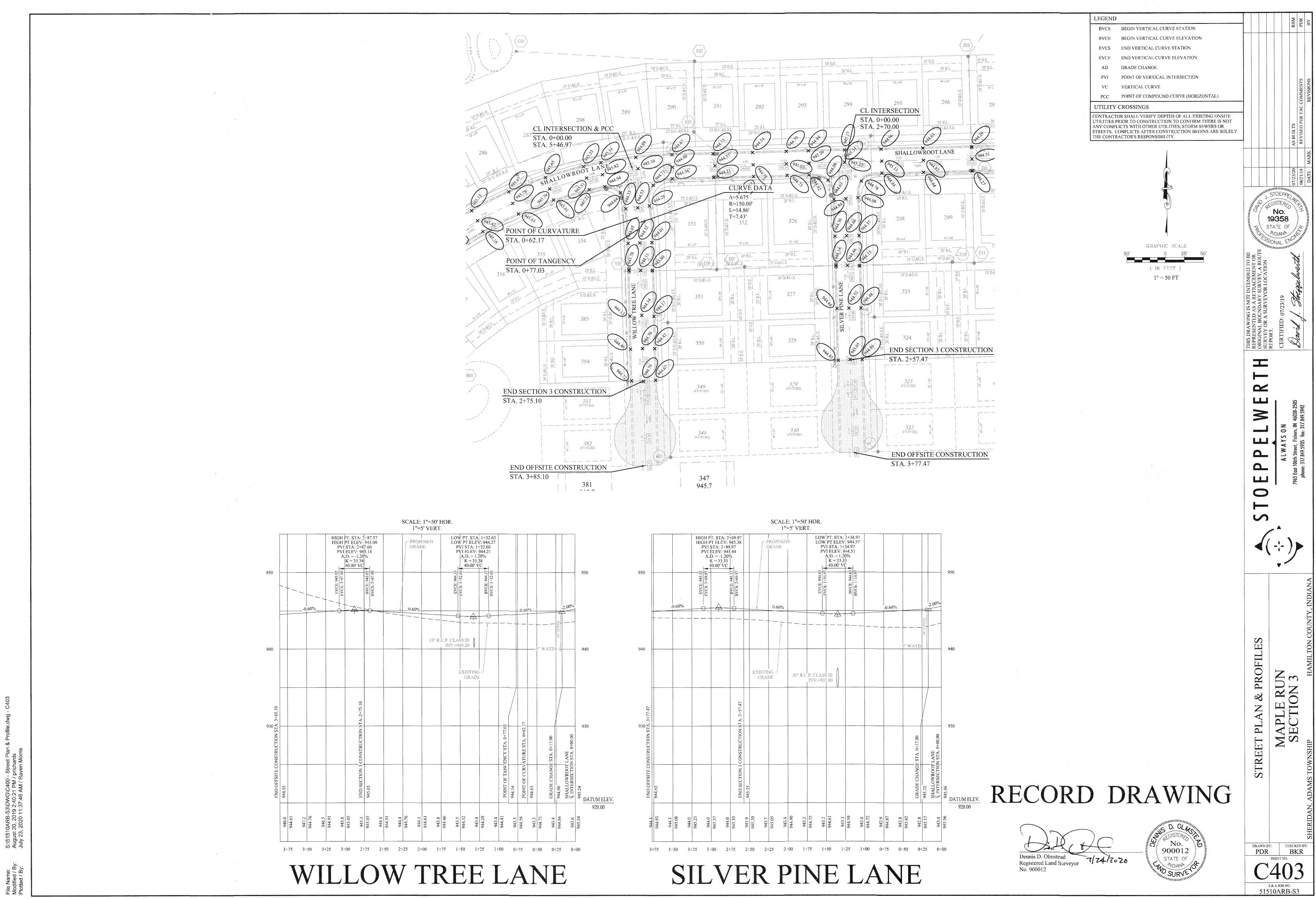
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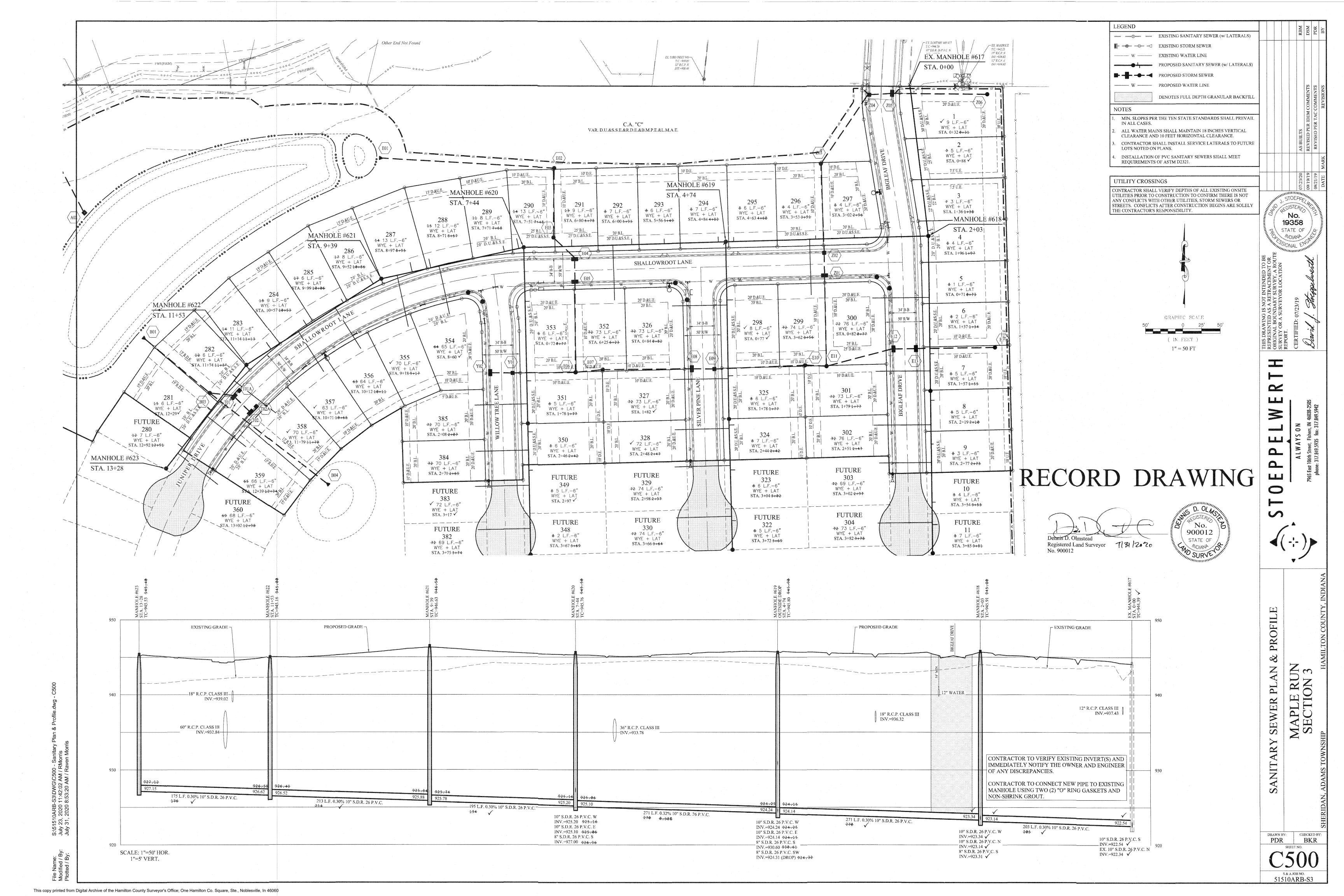


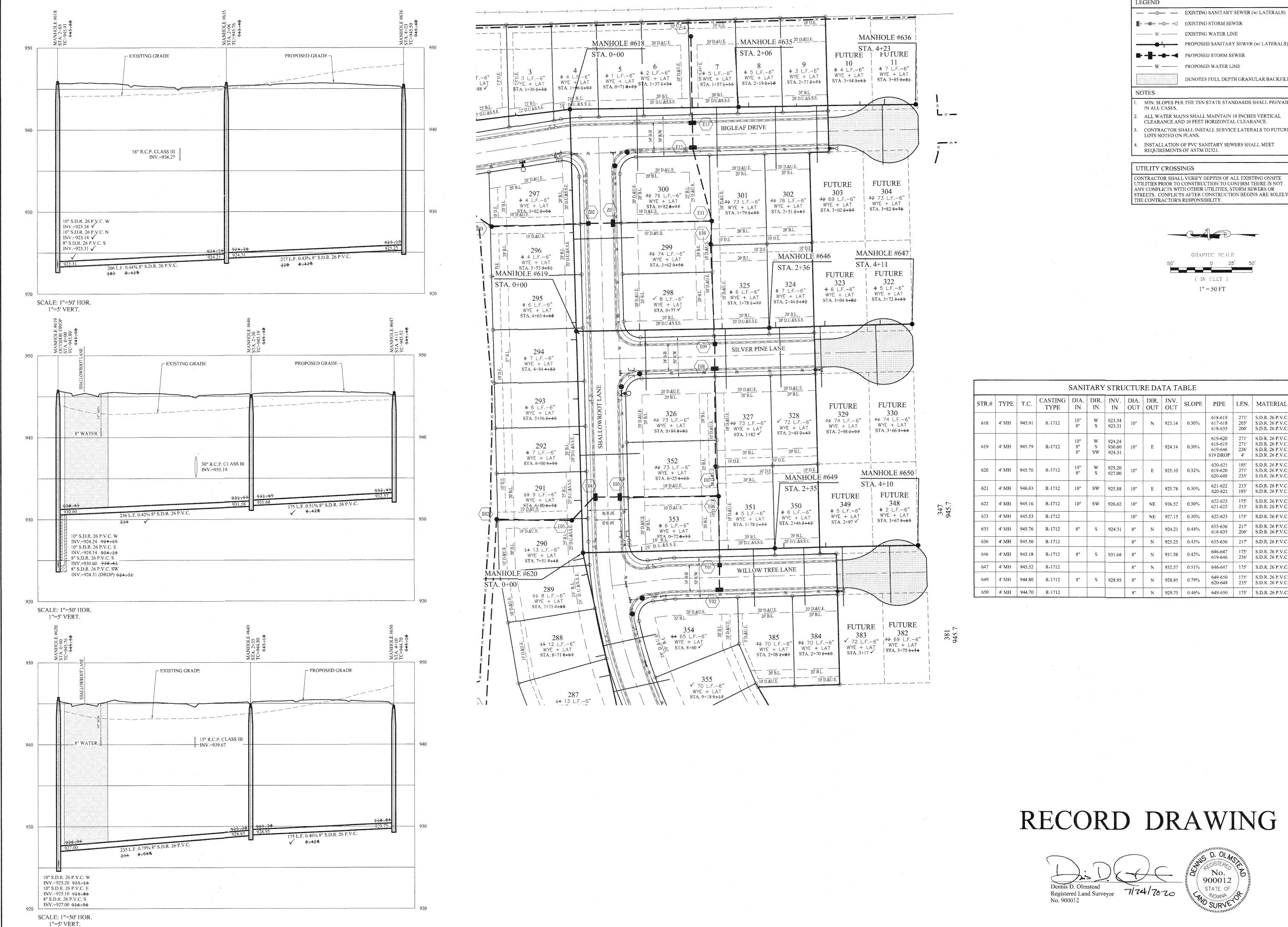
DRAWN BY: CHECKED BY: PDR BKR s & a job no. 51510ARB-S3



S & A JOB NO. 51510ARB-S3







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LEGEND EXISTING SANITARY SEWER (w/ LATERALS) EXISTING STORM SEWER — W — EXISTING WATER LINE PROPOSED SANITARY SEWER (w/ LATERALS) PROPOSED STORM SEWER ----- PROPOSED WATER LINE DENOTES FULL DEPTH GRANULAR BACKFILL MIN. SLOPES PER THE TEN STATE STANDARDS SHALL PREVAIL ALL WATER MAINS SHALL MAINTAIN 18 INCHES VERTICAL CLEARANCE AND 10 FEET HORIZONTAL CLEARANCE. CONTRACTOR SHALL INSTALL SERVICE LATERALS TO FUTURE INSTALLATION OF PVC SANITARY SEWERS SHALL MEET CONTRACTOR SHALL VERIFY DEPTHS OF ALL EXISTING ONSITE

UTILITIES PRIOR TO CONSTRUCTION TO CONFIRM THERE IS NOT ANY CONFLICTS WITH OTHER UTILITIES, STORM SEWERS OR STREETS. CONFLICTS AFTER CONSTRUCTION BEGINS ARE SOLELY

(IN FEET)

No.

19358

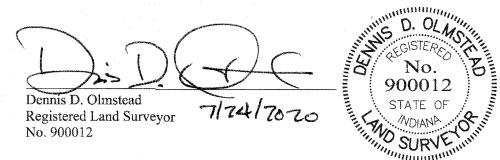
LEN. MATERIAL

271' S.D.R. 26 P.V.0

271' S.D.R. 26 P.V.C

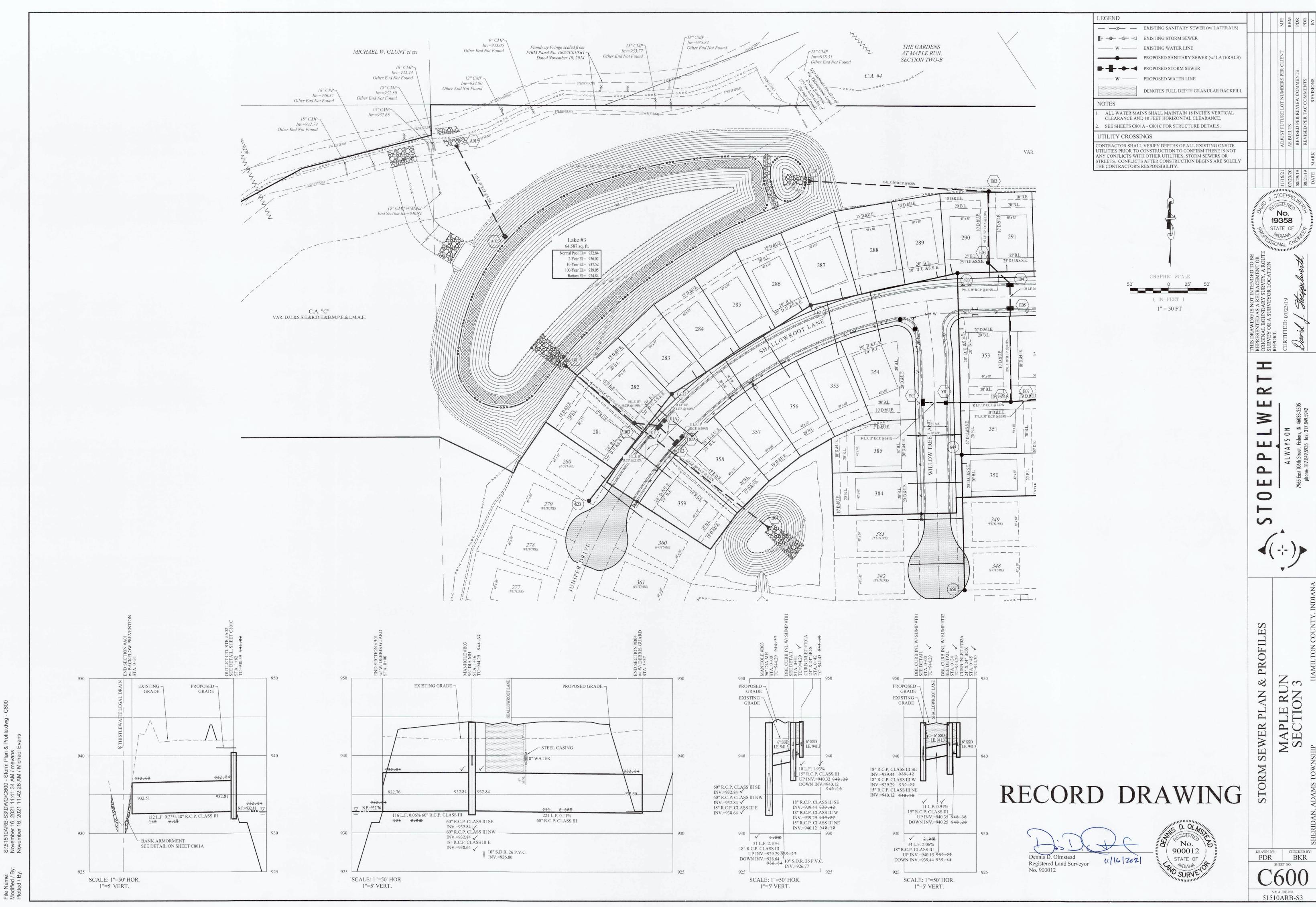
MAPLE RUN SECTION 3 SEWER PLAN

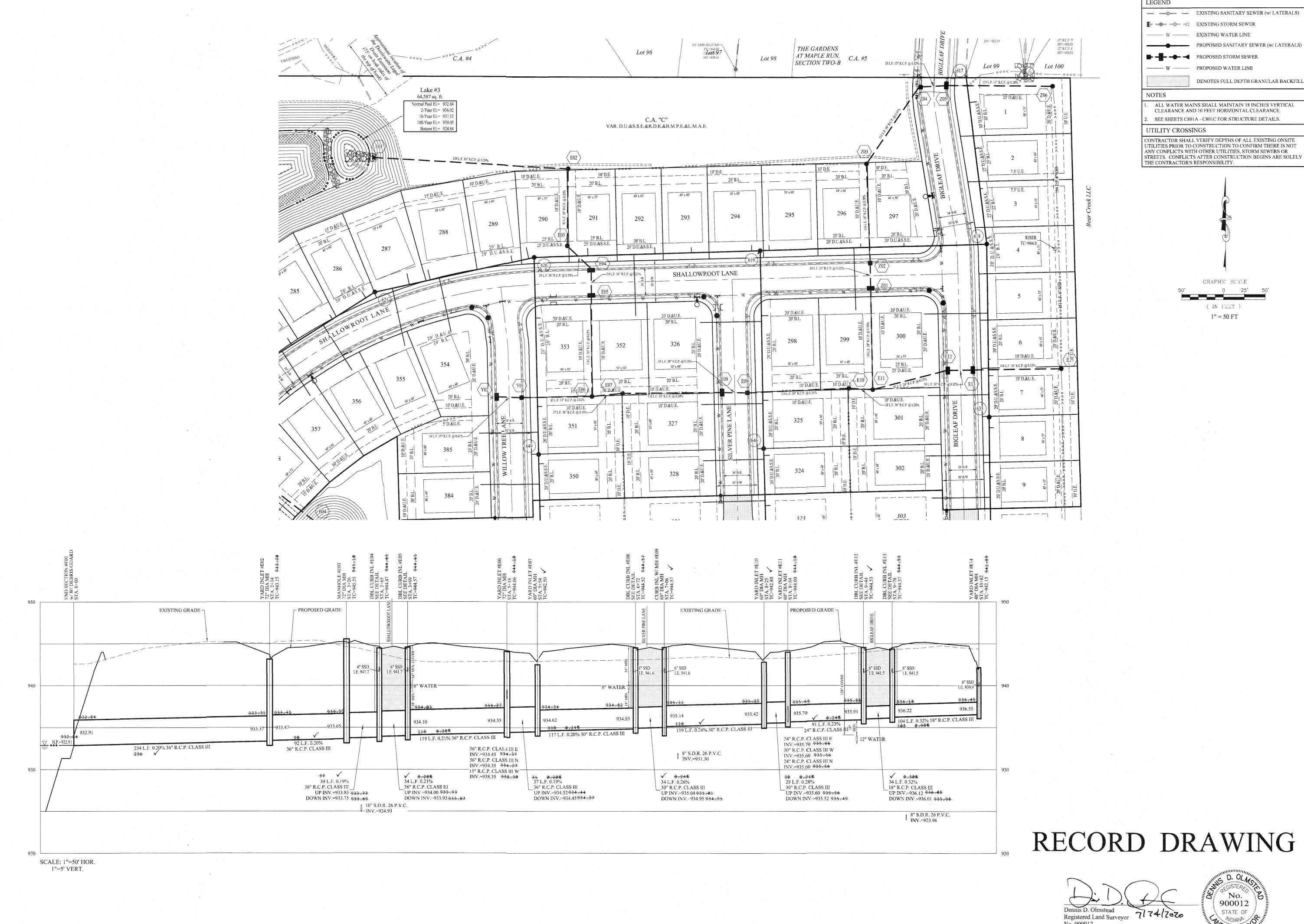
RECORD DRAWING

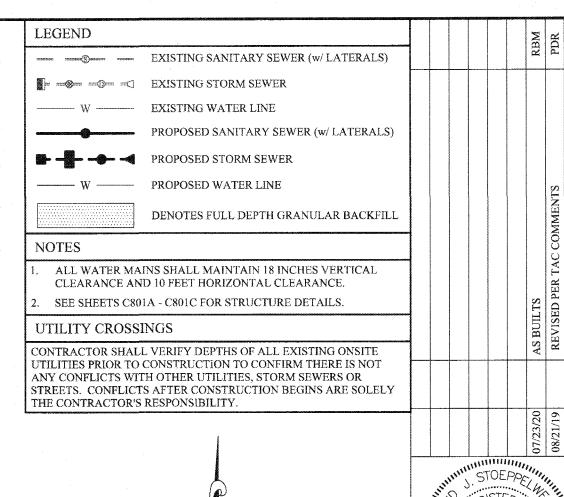


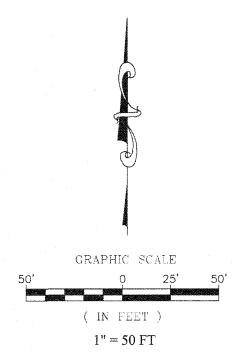
PDR BKR

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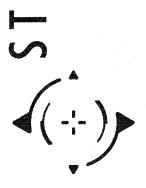






19358 STATE OF

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PROFILES SEWER PLAN

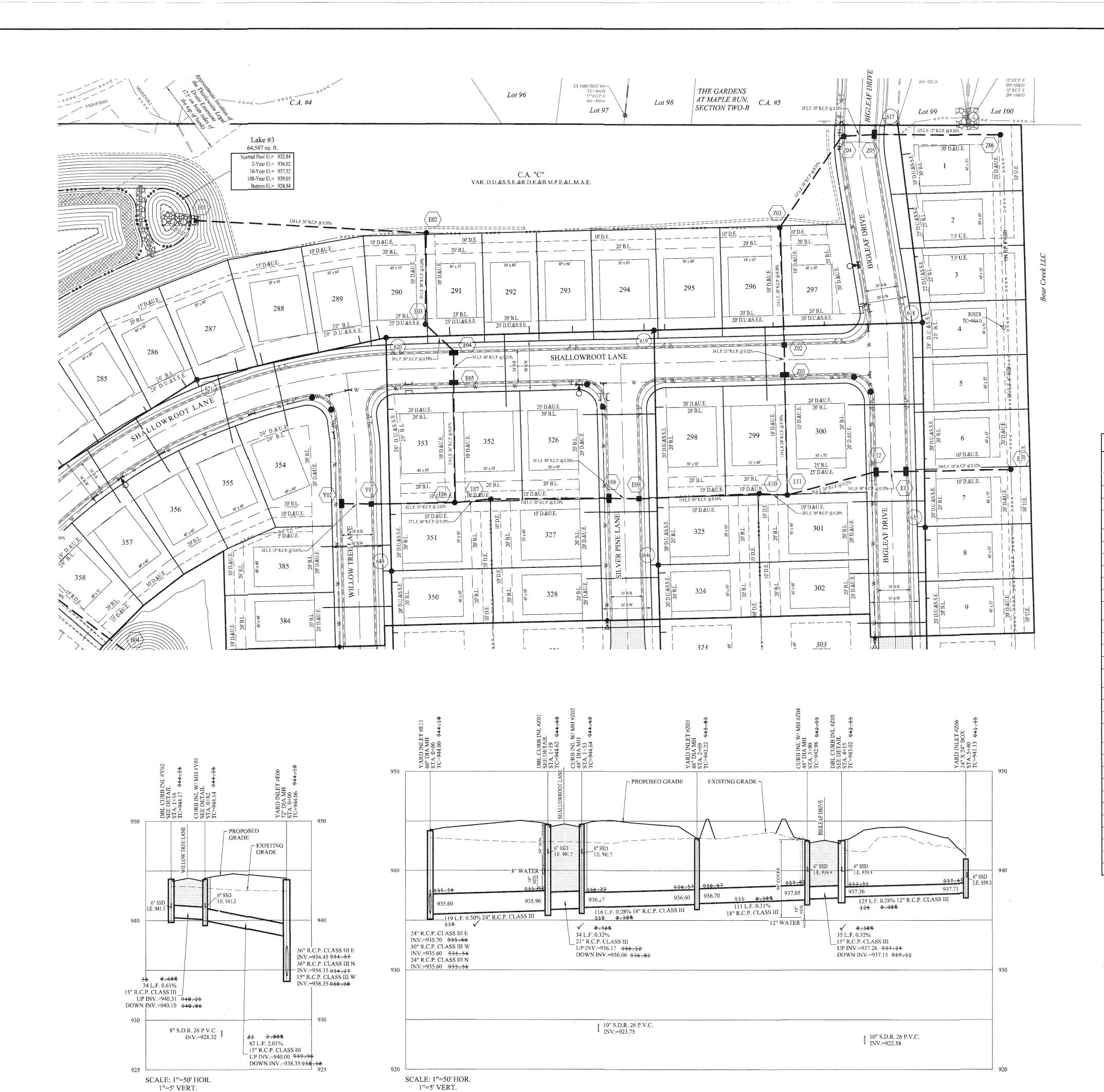
MAPLE RUN SECTION 3

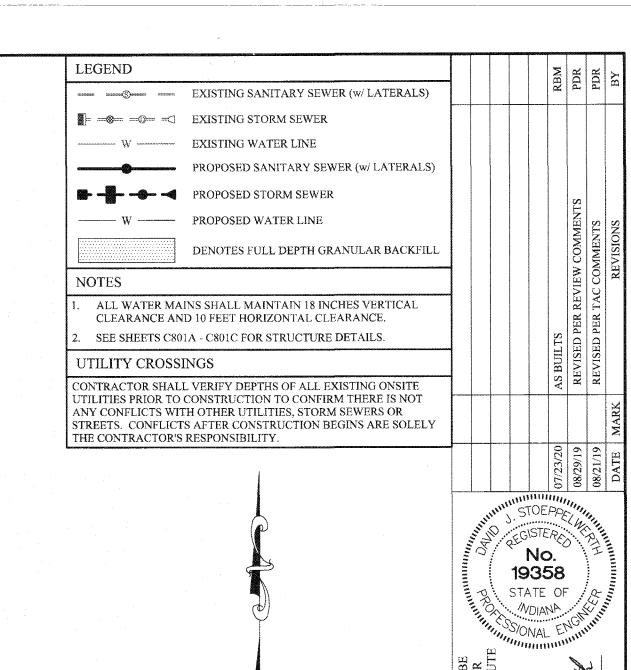
DRAWN BY: CHECKED BY: PDR BKR

900012 STATE OF s & a job no. 51510ARB**-S**3

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S:\51510ARB-S3\DWG\C600 - Storm July 16, 2020 10:49:21 AM / mevans July 23, 2020 11:45:35 AM / Raven N



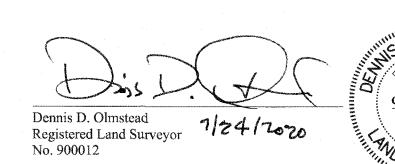


GRAPHIC SCALE

(IN FEET) 1" = 50 FT

STORM STRUCTURE DATA TABLE													
STR.#	STR. NAME	STR. TYPE	T.C.	CASTING	DIA. IN	DIR. IN	INV. IN	DIA. OUT	DIR. OUT	INV. OUT	SLOPE		
A01	END SECTION			BACKFLOW PREVENTION	48"	SE	932.51						
A02	OUTLET CTL STR	SEE DETAIL, SHEET C801C	940.39	SEE DETAIL				48"	NW	932.81	0.23%		
B01	END SECTION			w/ DEBRIS GUARD	60"	SE	932.76						
B03	MANHOLE	96" DIA MH	944.29	R-1772	60" 18"	SE E	932.84 938.64	- 60"	NW	932.84	0.06%		
B04	END SECTION			w/ DEBRIS GUARD				60"	NW	932.84	0.00%		
E01	END SECTION			w/ DEBRIS GUARD	36"	Е	932.91						
E02	YARD INLET	72" DIA MH	943.15	R-4342	36"	S	933.47	36"	W	933.37	0.20%		
E03	MANHOLE	72" DIA MH	945.55	R-1772	36"	SE	933.75	36"	N	933.65	0.20%		
E04	DBL CURB INL	SEE DETAIL	944.47	R-3501-TL & TR	36"	s	933.93	36"	NW	933,83	0.19%		
E05	DBL CURB INL	SEE DETAIL	944.57	R-3501-TL & TR	36"	s	934.10	36"	N	934.00	0.21%		
E06	YARD INLET	72" DIA MH	944.06	R-4342	36" 15"	E W	934.45 938.35	36"	N	934.35	0.21%		
E07	YARD INLET	60" DIA MH	942.50	R-4342	30"	Е	934.62	36"	w	934.52	0.19%		
E08	DBL CURB INL	SEE DETAIL	944.52	R-3501-TL & TR	30"	Е	934.95	30"	W	934.85	0.20%		
E09	CURB INL w/ MH	60" DIA MH	944.57	R-3501-TR	30"	Е	935.14	30"	W	935.04	0.26%		
E10	YARD INLET	60" DIA MH	942.80	R-4342	30"	Е	935.52	30"	W	935.42	0.24%		
E11	YARD INLET	60" DIA MH	944.00	R-4342	24" 24"	E N	935.70 935.60	30"	W	935.60	0.28%		
E12	DBL CURB INL	SEE DETAIL	944.53	R-3501-TL & TR	18"	Е	936.01	24"	W	935.91	0.23%		
E13	DBL CURB INL	SEE DETAIL	944.37	R-3501-TL & TR	18"	Е	936.22	18"	W	936.12	0.32%		
E14	YARD INLET	48" DIA MH	942.15	R-4342				18"	W	936.55	0.32%		
T01	DBL CURB INL w/ SUMP	SEE DETAIL	944.29	(2) R-3501-R	18" 15"	SE NE	939.44 940.12	18"	W	939.29	2.10%		
T01A	CURB INLET	24" x 24" BOX	944.43	R-3501-TL				15"	SW	940.32	1.93%		
T02	DBL CURB INL w/ SUMP	SEE DETAIL	944.29	R-3501-TL & TR	15"	NE	940.25	18"	NW	940.15	2.06%		
T02A	CURB INLET	24" x 24" BOX	944.30	R-3501-TR				15"	SW	940.35	0.91%		
Y01	CURB INL w/ MH	SEE DETAIL	944.14	R-3501-TL	15"	W	940.10	15"	Е	940.00	2.01%		
Y02	DBL CURB INL	SEE DETAIL	944.17	R-3501-TL & TR				15"	Е	940.31	0.61%		
Z01	DBL CURB INL	SEE DETAIL	944.62	R-3501-TL & TR	21"	N	936.06	24"	S	935.96	0.30%		
Z02	CURB INL w/ MH	48" DIA MH	944.64	R-3501-TR	18"	N	936.27	21"	s	936.17	0.32%		
Z03	YARD INLET	48" DIA MH	943.22	R-4342	18"	NE	936.70	18"	S	936.60	0.28%		
Z04	CURB INL w/ MH	48" DIA MH	942.98	R-3501-TR	15"	Е	937.15	18"	SW	937.05	0.31%		
Z05	DBL CURB INL	SEE DETAIL	943.02	R-3501-TL & TR	12"	Е	937.36	15"	W	937.26	0.32%		
Z 06	YARD INLET	24" x 24" BOX	941.13	R-4342				12"	w	937.71	0.28%		

RECORD DRAWING





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PDR BKR
SHEET NO.

MAPLE RUN SECTION 3

SEWER PLAN & PROFILES

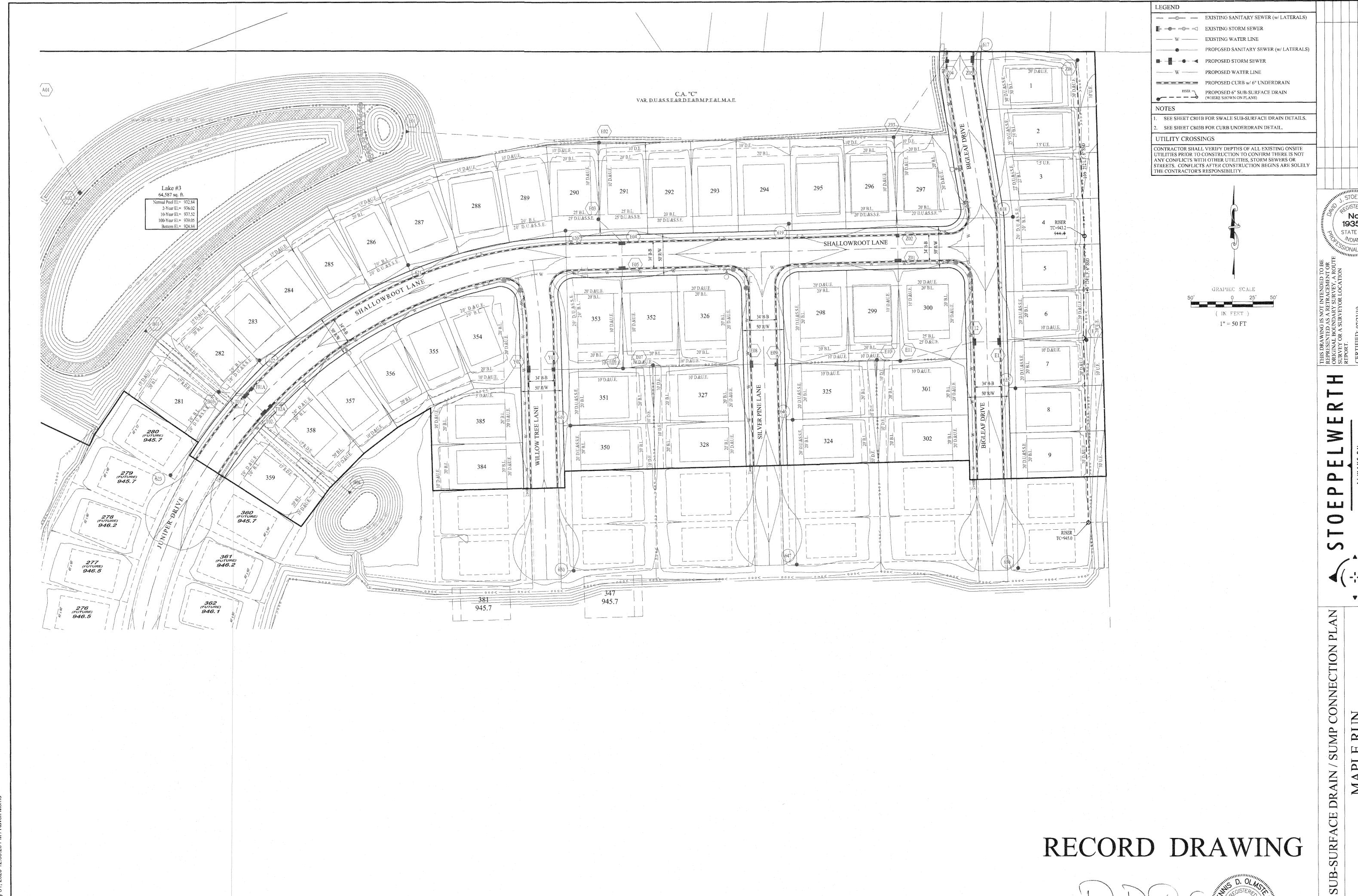
STORM

S & A JOB NO. 51510ARB-S3

File Nan Modified Plotted /

S:\51510ARB-S3\DWG\C600 - Storm July 16, 2020 10:49:21 AM / mevans July 23, 2020 11:45:56 AM / Raven M

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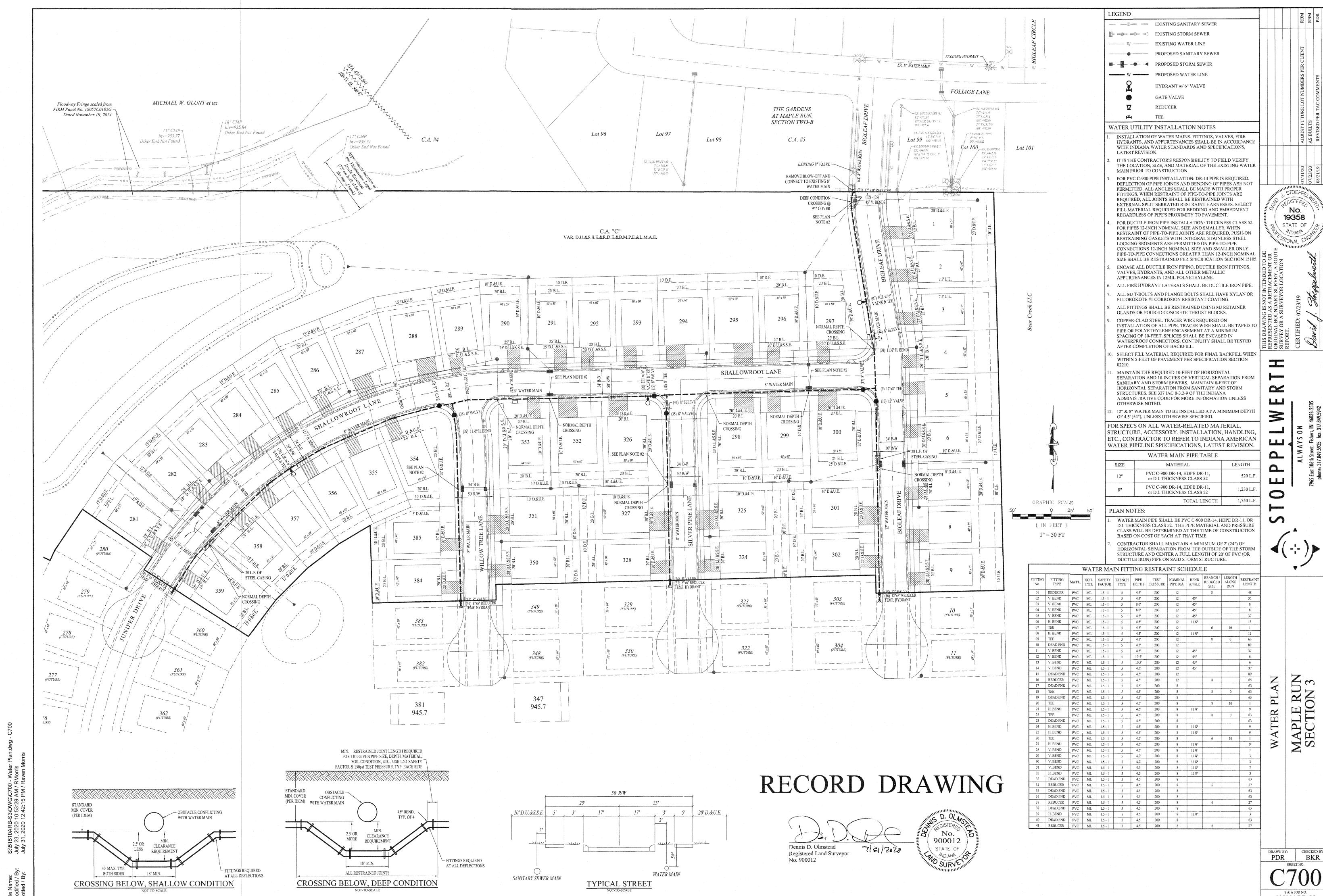


Dennis D. Olmstead
Registered Land Surveyor
No. 900012

DRAWN BY: CHECKED BY: PDR BKR
SHEET NO.

C603

S & A JOB NO.
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