



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

June 8, 2021

To: Hamilton County Drainage Board

Re: Thistlethwaite Drain, Aaron Rawlings Arm, Maple Run Sec. 5 Arm

Attached is a petition filed by Arbor Homes along with a non-enforcement request, plans, calculations, quantity summary and assessment roll for the Maple Run of Sheridan Section 5 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-S5, the drain will consist of the following:

66" RCP

689 ft.

Open Drain

600 ft

The total length of the drain will be 1,289 feet.

The section of drain that is to become part of the regulated drain system is the storm line between Lake 4 and Lake 5 as shown on sheets C200 and C201 of the above-mentioned plans. The open drain begins at the southwest corner of Lake 5 where a regulated drain for a proposed future section of Maple Run of Sheridan will discharge and then continues north through Lake 5 to Structure #C09. Then continues as 66-inch RCP to Structure #C08, Structure #C07, Structure #C06, Structure #C05, Structure #C04, Structure #C03, Structure #C02, Structure #C01 where it discharges into Lake 4. This RCP is shown on sheet 601 of the above-mentioned plans. The open ditch is measured as a straight line through Lake 5.

The Maple Run Section 5 Arm as described above will be part of the Thistlethwaite Drain. Lake 5 is not to be considered part of the regulated drain. The maintenance of the pond shall include the outlet (Structure # C09) 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 5 Arm as described above will be part of the Thistlethwaite Drain. Maintenance of the remaining drainage facilities within Maple Run Section 5 Subdivision shall be under the Town of Sheridan and/or the Maple Run Homeowners Association. Maintenance of the BMPs within Maple Run Section 5 Subdivision shall also be under the Town of Sheridan and/or the Maple Run Homeowners Association.

Future sections of the Maple Run of Sheridan constructed west of lots 124, 235, 263 & 370 shall have regulated drain easements on the east side of the parcels to satisfy the minimum required regulated drain easements.

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 September 24, 2018, (see Drainage Board Minute Book 17, Pages 249-250). Maple Run Section 5 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 \$340,929.60 which represents 120% of the Engineer's Estimate of \$284,108.00. The surety which is in the form of a Performance Bond is as follows:

Agent: National Indemnity Company

Date: March 8, 2021

Bond Number: 70NGP185018

For: Storm Sewers Amount: \$284,108.00 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 plats for Maple Run of Sheridan Section 5 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for July 26, 2021.

Kerton C. Ward, CFM Mamilton County Surveyor

HAMILTON COUNTY DRAINAGE BOARD NOBLESVILLE, INDIANA

IN RE:	Maple Run, Section 5			
	lton County, Indiana)		

PETITION FOR RELOCATION AND RECONSTRUCTION

	IEIIIION TOR RESEOUR.		
	Arbor Home:	S	(hereinafter Petitioner"),
hereby	petitions the Hamilton County Draina	age Board for authority	to relocate and improve a
section	of theThistlewaite	Legal	Drain, and in support of
	etition advises the Board that:		
1.	Petitioner owns real estate through w	hich a portion of the	Thistlewaite Legal
	Drain runs.		
2.	Petitioner plans to develop its real es	tate with roads, building	s, utilities, storm drains,
	sanitary sewers and other structures.		
3.	Petitioner's proposed development o	f its real estate will requ	ire relocation and
	reconstruction of a portion of the		
	specifically shown on engineering pl		
	County Surveyor.		
4.	The work necessary for the proposed	I relocation and reconstr	ruction will be undertaken at
	the sole expense of the Petitioner and		
	the Thistlewaite Legal		
	on the watershed of the		
5	Proposed relocation and reconstructi		
٥.	the drainage shed.		
6	Petitioner requests approval of the p	roposed relocation and I	reconstruction under
0.	IC 36-9-27-52.5.		
	WHEREFORE, Petitioner requests the	at an Order issued from	the Hamilton County
	age Board authorizing relocation and		
	, in conformance with applicable law		
		and plans and specimen	
Coun	ty Surveyor.	Fent M	· Cloy
		Lantz McElroy	<i>V</i>
		Printed	

Adobe PDF Fillable Form

FINDINGS AND ORDER

CONCERNING THE MAINTENANCE OF THE

Thistlewaite Drain, Aaron Rawlings Arm Maple Run Section 5 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 5 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: ferette Mosmuel
Executive Secretary

Item No.	ltem		Unit	Unit Cost	Quantities	Cost	Performance Bond	Maintenance Bond
1	Streets (Asphalt base/ binder, less the surfa 5" #2 Stone + 4" #53 Stone + 3" Asphalt Binder		SY			\$0.00 \$0.00	\$0.00	\$0.00
2	Streets (Asphalt surface) 1.5" Asphalt Surface	Total	SY	1		\$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 Double Curb Inlet Manhole 15" RCP 18" RCP 21" RCP 24" RCP 27" RCP 30" RCP 66" RCP 30" RCP End Section w/ Trash Guards 66" 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	Total	EA EA EA LF LF LF LF LF LF EA TONS TONS TONS	\$5,700.00 \$8,100.00 \$285.00 \$9,800.00 \$24.50	689 2 565	\$5,700.00 \$0.00 \$0.00 \$48,600.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$196,365.00 \$0.00 \$0.00 \$13,842.50 \$0.00 \$0.00 \$13,842.50 \$0.00 \$0.00 \$0.00		\$28,410.80
5	Monuments & Markers Monuments & Markers	Total	LS			\$0.00 \$0.00	\$0.00	\$0.0
6	Street Signs Street Signs	Total	LS			\$0.00 \$0.00		\$0.00
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' 8" SDR 26 PVC 16'-18'		EA EA EA 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		

I	8" SDR 26 PVC 18'-20'		LF	1	Ī	\$0.00	1	1
1	8" x 6" Wyes		EA			\$0.00		
	Stone Bedding		TONS			\$0.00		
1	Granular Fill B - Borrow		TONS			\$0.00		
1	Concrete Cradle		EA			\$0.00		
	Connect to Existing		EA			\$0.00		
1	Air, Mandrel & Video Testing		LF			\$0.00		
		Total	2000000			\$0.00	\$0.00	\$0.00
8	Water Mains							
1	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		
1	8" Valve		EA			\$0.00		
	8" Bends		EA			\$0.00		
	8" Tees		EA			\$0.00	-	
1	12" Bends		EA			\$0.00		1
1	12" Tees		EA			\$0.00	1	
1	Valve Boxes		EA			\$0.00		
1	Steel Casing		LF			\$0.00		
	Tie - In Main		EA			\$0.00		
	Sand for Crossing		TONS			\$0.00		1
	#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,

CONTRACTOR: Clayton Properties Group, Inc. dba Arbor Homes 9225 Harrison Park Court Indianapolis, IN 46216

Hamilton County Board of Commissioners
One Hamilton County Square
Noblesville IN, 46060

CONSTRUCTION CONTRACT

Date: March 8, 2021 Amount: \$284,108.00

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 5, Sheridan, IN

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$340,929.60

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company: Clayton Properties Group, Inc. dba

Arbor Homes

□ None

See Page 3

SURETY

Company: National Indemnity Company

ignature of lary.

John Hellenbury, VPLIND

Name and Title: Matthew G. Grantham,

Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY- Name, Address and Telephone)

AGENT or BROKER;

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

Exhibit 102-5: Performance Bond Form Page 1 of 3

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 sub-contractors purchase orders and other obligations
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default 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 surelies 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

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

MODIFIC FAITONS 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

Address: 9225 Harrison Park Court, Indianapolis,

IN 46216

Name and Title: Matthew G. Grantham, Attorney-in-Fact

Address: 1314 Douglas Street, Suite 1400, Omaha, NE

68104-1944

100-31

Principal or case reference: CLAYTON PROPERTIES

Bond Title or Description:

PERFORMANCE: LEGAL DRAIN-STORMWATER DRAIN

HAMILTON

COUNTY

BOARD

S,

COMMISSIONERS

GROUP,

INC.

DBA ARBOR

HOMES

STORM SEWER SYSTEM,

MAPLE

RUN

SEC

G

SHERIDAN

NI

70NGP185018

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

THREE HUNDRED FORTY THOUSAND, NINE HUNDRED TWENTY-NINE AND 60/100 DOLLARS (\$ 340,929.60)

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, scal 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 **Senior Vice President** this **22nd** day of **April**, 20**21**.

NATIONAL INDEMNITY COMPANY

(Name) Philip M. Wolf

(Titlé) Senior Vice President

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this **22nd** day of **April**. 20**21**, before me, a Notary Public, personally appeared **Philip M. Wolf**, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as **Senior Vice President** of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

General Notary - State of Nebraska QI LI My Comm. Exp. Nov. 8, 2023.

INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:

Notary Public, Nebraska

inotary Public, Nebraska

NI-1180bb (08/18)

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.

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

Performance Bond

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

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: March 8, 2021 Amount: \$284,108.00

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 5, Sheridan, IN

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$340,929.60

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company: Clayton Properties Group, Inc. dba

Arbor Homes

□ None

See Page 3

SURETY

Company: National Indemnity Company

Name and Title: Matthew G. Grantham,

Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY- Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer

or other party):

Exhibit 102-5: Performance Bond Form Page Lof 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
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 - 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 sub-contractors purchase orders and other obligations
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default 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 surelies 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
- 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

MODIFIC LA LIONS 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 Lechnical 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

John Hillenburg VP LAND Address: 9225 Harrison Park Court, Indianapolis,

IN 46216

Name and Litle: Matthew G. Grantham, Attorney-in-Fact

Address: 1314 Douglas Street, Suite 1400, Omaha, NE

68104-1944

PERFORMANCE: LEGAL DRAIN-STORMWATER DRAIN & STORM

70NGP185018

Bond Title or Description: I

CLAYTON PROPERTIES

GROUP,

INC.

DBA

ARBOR

HOMES

BOARD

잁

SEWER SYSTEM, MAPLE

RUN

SEC

U

SHERIDAN

H

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:

THREE HUNDRED FORTY THOUSAND, NINE HUNDRED TWENTY-NINE AND 60/100 DOLLARS (\$ 340,929.60)

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 **Senior Vice President** this **22nd** day of **April**, 2021.

NATIONAL INDEMNITY COMPANY

(Name) Philip M. Wolf

(Titlé) Senior Vice President

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this <u>22nd</u> day of <u>April</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.

General Notary - State of Nebraska QI LI My Comm. Exp. Nov. 8, 2023.

Notary Public, Nebraska

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

NI-1180bb (08/18)

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.

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD IN THE MATTER OF

Thistlethwaite Drain, Aaron Rawlings Arm Maple Run Section 5 Arm

NOTICE

То	Whom	Ιt	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 5 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 5 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



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

September 8, 2022

Re: Thistlewaite Drain: Aaron Rawlings Arm, Maple Run Section 5 Arm

Attached are as-built, certificate of completion & compliance, and other information for Maple Run Section 5. 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 June 8, 2021. The report was approved by the Board at the hearing held July 26, 2021. (See Drainage Board Minutes Book 20, Pages 104-105) The changes are as follows: the 66" RCP was shortened from 689 feet to 688 feet. The open ditch was lengthened from 600 to 627 feet. The length of the drain due to the changes described above is now 1315 feet.

The non-enforcement was approved by the Board at its meeting on July 26, 2021 and recorded under instrument #2022036997.

The following sureties were guaranteed by National Indemnity Company and released by the Board on its September 26, 2022, meeting.

Bond-LC: 70NGP185018 Amount: \$340,929.60 For: Storm Sewers & SSD Issue Date: 03-08-2021 I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely.

Kenton C. Ward, OF

Hamilton County Surveyor

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Maple Run, Section 5

I hereby certify that:

- 1. I am a Professional Land Surveyor in the State of Indiana.
- 2. I am familiar with the plans and specifications for the above referenced subdivision.
- 3. I have personally supervised the completion of the drainage facilities as-builts for the above referenced subdivision and have given the as-builts my review.
- 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: 7/20/2022
Type or Print Name: Dennis D. Olmstead	
Business Address: Stoeppelwerth & Associates, In	1C.
7965 East 106th Street, Fishers,	Indiana 46038
Telephone Number: (317) 849-5935	
SEAL	INDIANA REGISTRATION NUMBER
NO. 900012 STATE OF WDIANA SURVENIENT WOMANA WOMANA WOMANA SURVENIENT WOMANA WOMANA	900012



170000 FT

PANEL 0105G

FLOOD INSURANCE RATE MAP

AND INCORPORATED AREAS

Notice to User: The Map Number shown below

should be used when placing map orders; the Community Number shown above should be

sed on insurance applications for the subject

Federal Emergency Management Agency

UTILITY CONTACTS

AT&T - Engineering

2nd Floor, Room 280

Ph: (317) 610-5437

Boone REMC

240 North Meridian Street

ndianapolis, Indiana 46204

Contact: Ryan McManus

207 Indianapolis Avenue

BY

DSM

ADG

8/20/2021

1/25/2022 MJE

Lebanon, Indiana 46052

MAP NUMBER

MAP REVISED

NOVEMBER 19, 2014

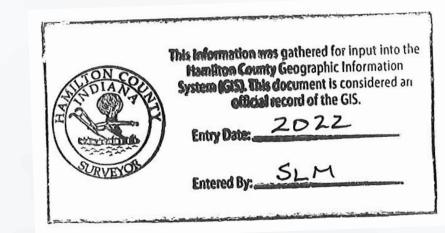
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HAMILTON COUNTY,

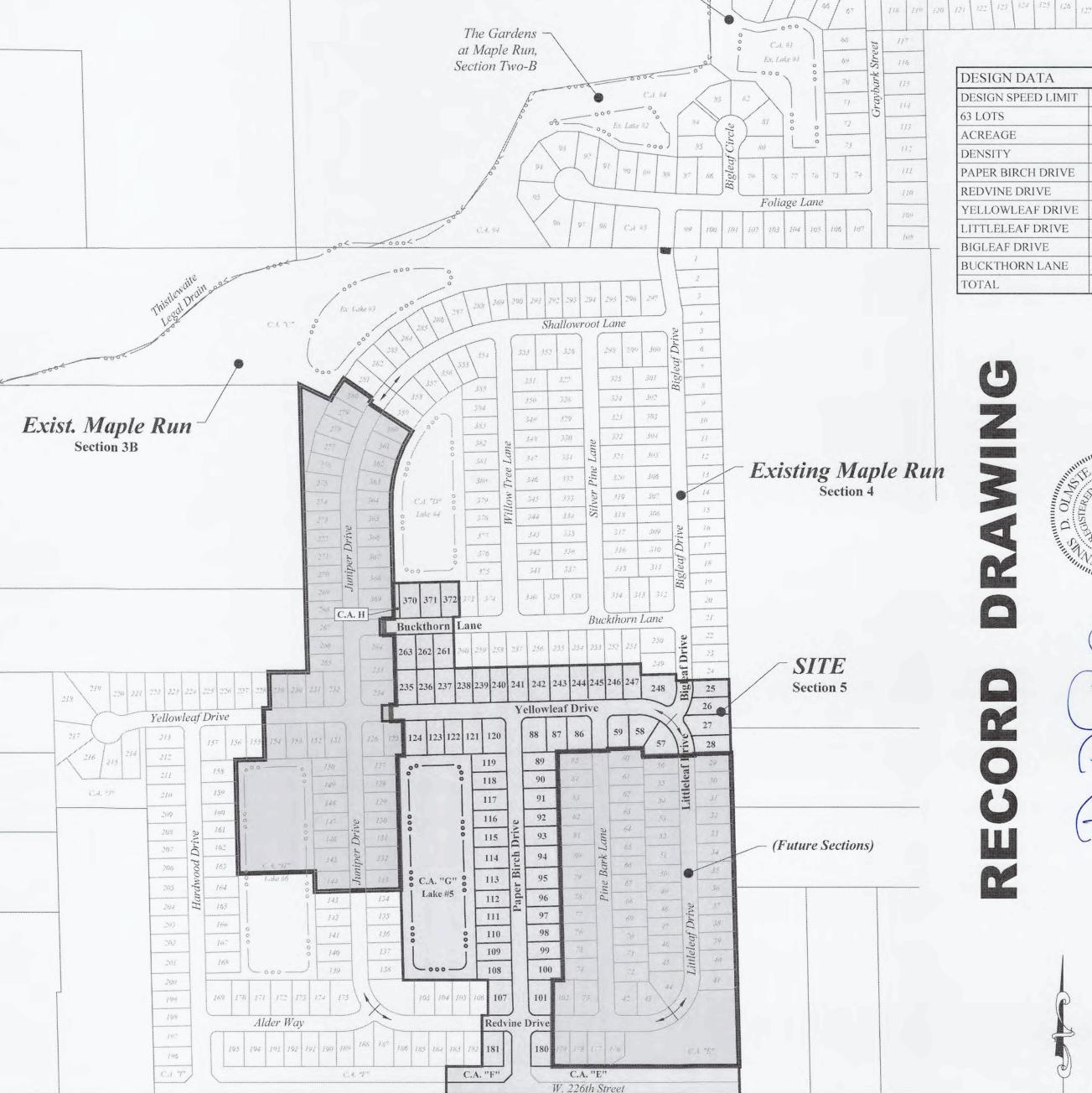
INDIANA

MAPLERUN Section 5

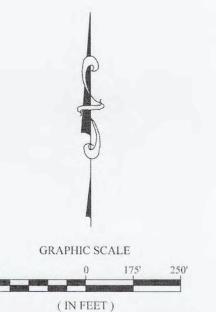
Developed by: **Arbor Homes** 9225 Harrison Park Court Indianapolis, Indiana 46216 **Contact: Sean Downey** (317) 429-9653 Phone:



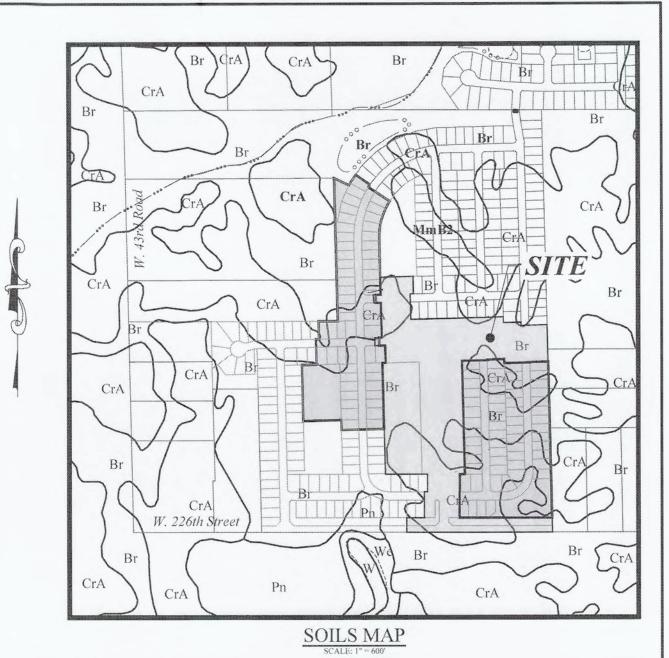




PROJECT SITE MAP



1'' = 250 FT



SOILS LEGEND

getation is water tolerant grasses and hardwoods. The surface layer is silty clay loam and has moderate or high organic matter content (2.0 to 5.0 percentage) rmeability is moderately slow (0.2 to 0.6 in/hr) in the most restrictive layer above 60 inches. Available water capacity is high (1 0.0 inches in the upper 60 nches). The pH of the surface layer in nonlimed areas is 6.1 to 7.3. This soil is hydric. Wetness is a management concern for crop production. This soil

s 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 etation 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 (<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

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

s 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 are 2 to 6 percent. The ve 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 w(< 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 er in non-limed areas is 5.1 to 6.0. Droughtiness and water crosion are management concerns for crop production

MAPLE RUN, SECTION 5

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of a part of the West Half of the Southeast Quarter of Section 6. Township 19 North, Range 03 East, Adams Township, Hamilton County, Indiana more particularly described as follows:

Beginning at the Southeast corner of said Half-Quarter Section; thence North 89 degrees 57 minutes 48 seconds West, along the South line of said Half-Quarter Section, a distance of 921.92 feet; thence North 00 degrees 02 minutes 12 seconds East a distance of 89.74 feet; thence South 89 degrees 58 minutes 08 seconds East a distance of 112.50 feet; thence North 00 degrees 01 minute 52 seconds East a distance of 160.00 feet; thence South 89 degrees 58 minutes 08 thence North 89 degrees 58 minutes 08 seconds West a distance of 266.34 feet; thence North 01 degree 23 minutes 46 seconds West a distance of 702.09 feet; thence North 88 degrees 36 minutes 14 seconds East a distance of 20.50 feet; thence North 01 degree 23 minutes 46 seconds West a distance of 110.00 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 37.48 feet; thence North 01 degree 23 minutes 46 seconds West a distance of 50.00 feet; thence North 88 degrees 36 minutes 14 seconds East a distance of 17.23 feet; thence North 01 degree 23 minutes 46 seconds West a distance of 220.00 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 31.25 feet; thence North 01 degree 23 minutes 46 seconds West a distance of 50.00 feet; thence North 88 degrees 36 minutes 14 seconds East a distance of 31.00 feet; thence North 01 degree 23 minutes 46 seconds West a distance of 110.00 feet; thence North 88 degrees 36 minutes 14 seconds East a distance of 207.00 feet; thence South 01 degree 23 minutes 46 seconds East a distance of 110.00 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 20.25 feet; thence South 01 degree 23 minutes 46 seconds East a distance of 160.00 feet; thence North 88 degrees 36 minutes 14 seconds East a distance of 585.50 feet; thence South 01 degree 23 minutes 46 seconds East a distance of 35.00 feet; thence North 88 degrees 36 minutes 14 seconds East a distance of 110.25 feet; thence South 01 degree 23 minutes 46 seconds East a distance of 20.89 feet; thence North 88 degrees 36 minutes 14 seconds East a distance of 165.00 feet to the East line of the aforementioned Half-Quarter Section; thence South 01 degree 23 minutes 46 seconds East, along said East line, a distance of 232.50 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 115.00 feet; thence South 01 degree 23 minutes 46 seconds East a distance of 2.79 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 160.00 feet; thence North 04 degrees 49 minutes 51 seconds West a distance of 26.23 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 108.43 feet; thence South 01 degree 23 minutes 46 seconds East a distance of 5.00 feet; thence South 88 degrees 36 minutes 14 seconds West a distance of 160.00 feet; thence South 01 degree 23 minutes 46 seconds East a distance of 714.61 feet; thence North 89 degrees 58 minutes 08 seconds West a distance of 32.79 feet; thence South 00 degrees 01 minute 52 seconds West a distance of 110.00 feet; thence North 89 degrees 58 minutes 08 seconds West a distance of 0.99 feet; thence South 00 degrees 01 minute 52 seconds West a distance of 160.00 feet; thence South 89 degrees 58 minutes 08 seconds East a distance of 585.68 feet to the East line of the aforementioned Half-Quarter Section; thence South 01 degree 23 minutes 46 seconds East, along said East line, a distance of 89.86 feet to the Point of Beginning, Containing 18.914 acres, more or less.

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

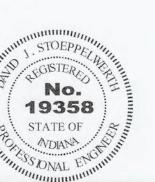
(317) 849-5935 PHONE: (317) 849-5942

CONTACT: BRIAN K. ROBINSON

brobinson@stoeppelwerth.com

PLANS CERTIFIED BY:

PROFESSIONAL ENGINEER



C100 - C101 TOPOGRAPHICAL SURVEY/DEMOLITION PLAN Contact: Jerry Lasley Ph: (765) 483-2495 SITE DEVELOPMENT PLAN OFFSITE GRADING PLAN (765) 894-1084 C200 - C207 EMERGENCY FLOOD ROUTE PLAN - INTERIM Comcast Cable EMERGENCY FLOOD ROUTE PLAN - FUTURE 5330 East 65th Street INITIAL STORM WATER POLLUTION & PREVENTION PLAN dianapolis, Indiana 46220 Contact: Matt Stringer C300 - C310 PERMANENT STORM WATER POLLUTION & PREVENTION PLAN Ph: (317) 774-3384 STORM WATER POLLUTION & PREVENTION SPECIFICATIONS Vectren Energy STORM WATER POLLUTION & PREVENTION DETAILS 16000 Allisonville Road STREET PLAN & PROFILES Noblesville, Indiana 46060 OFFSITE STREET PLAN & PROFILES Contact: Chad R. Miller ENTRANCE DETAIL Ph: (317) 776-5590 INTERSECTION DETAIL MAINTENANCE OF TRAFFIC PLAN / STRIPING PLAN Indiana American Water TRAFFIC CONTROL PLAN 1700 East Superior Street C500 - C502 SANITARY PLAN & PROFILES Kokomo, Indiana 46901 STORM PLAN & PROFILES Contact: Ryan Smith C600 - C606 STORM SEWER STRUCTURE DATA TABLE Ph: (765) 454-6985 SUB-SURFACE DRAIN PLAN Sanitary Sewer WATER PLAN Indiana American Water WATER PLAN & PROFILES 153 North Emerson Avenue C800 - C809 | CONSTRUCTION SPECIFICATIONS & DETAILS Greenwood, Indiana 46143 Contact: Tracy White Ph: (317) 885-2426 REVISIONS SHT. NO. DESCRIPTION DATE REVISED PLANS PER CLIENT COMMENTS 11/10/2020 12/9/2020 DSM C700-C705 REVISED PER IAW COMMENTS C203, C204A.

DESCRIPTION

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

This copy printed from Digital Archive of the Hamilton County Surveyor's Office; One Hamilton Co. Square, Ste., Noblesville, In 46060

AS BUILTS

301A, C303A, & REVISED ADDED ADDITIONAL OFFSITE GRADING

FLOOD STATEMENT

INDEX

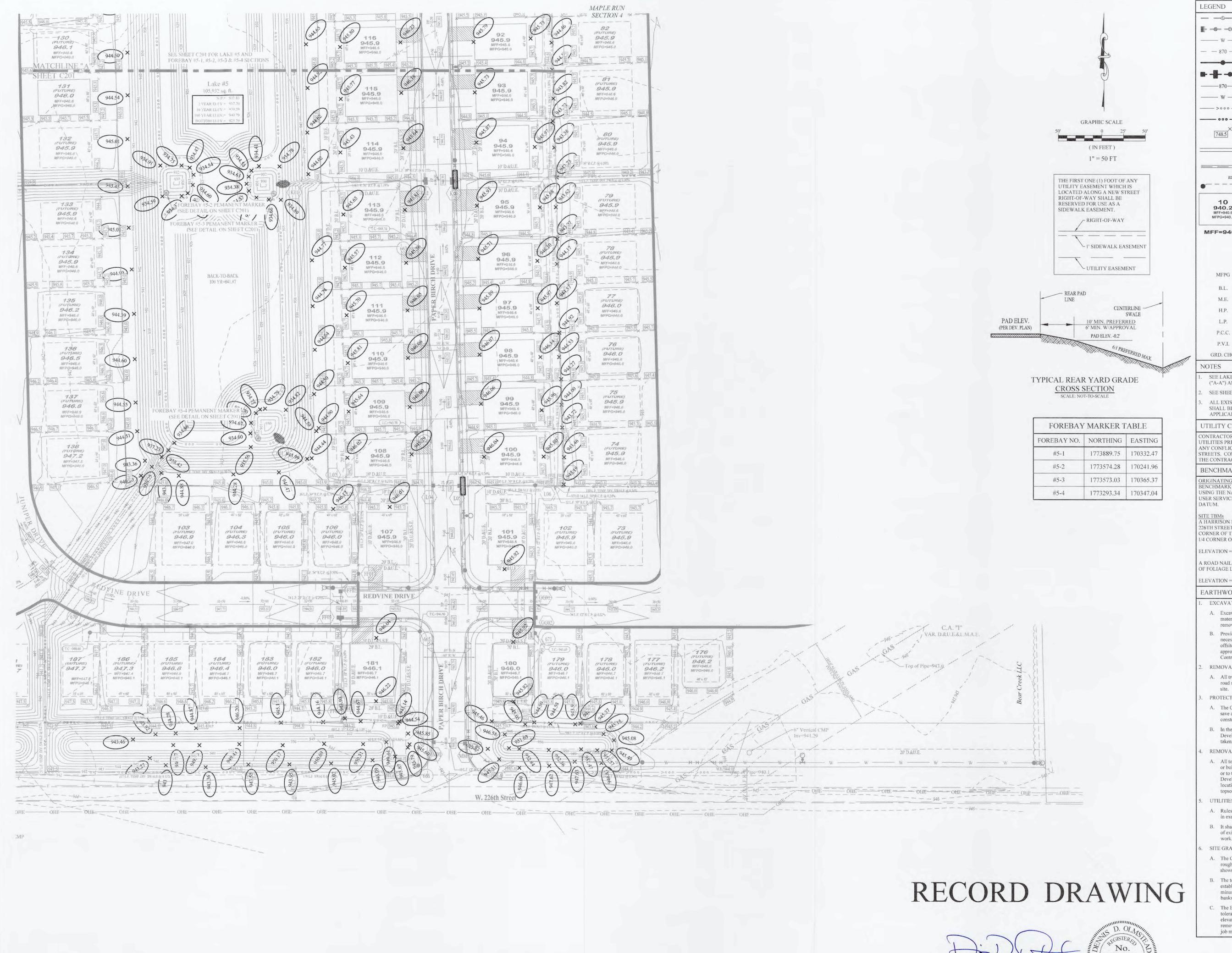
SHT. NO.

C405A

ALL

RATE MAPS DATED NOVEMBER 19, 2014.

COVER SHEET



EXISTING SANITARY SEWER EXISTING STORM SEWER ---- W ----- EXISTING WATER LINE - 870 - EXISTING CONTOUR PROPOSED SANITARY SEWER PROPOSED STORM SEWER —870—— PROPOSED CONTOUR W — PROPOSED WATER LINE PROPOSED LAKE NORMAL POOL ELEVATION PROPOSED GRADE ELEVATION PROPOSED 5' SIDEWALK (BY HOME BUILDER) (DEVELOPER SHALL INSTALL SIDEWALKS ALONG ALL COMMON AREAS) PROPOSED CURB w/ 6" UNDERDRAIN RISER \ PROPOSED 6" SUB-SURFACE DRAIN LOT NUMBER PAD GRADE 940.2 MINIMUM FINISH FLOOR ELEVATION MFPG=940.4 MINIMUM FLOOD PROTECTION GRADE MFF=940.0 MINIMUM FINISH FLOOR ELEVATION IS BASED OFF OF THE FOLLOWING CRITERIA: 1. 12" (1.0') ABOVE THE NEAREST UPSTREAM OR DOWNSTREAM SANITARY MANHOLE, WHICHEVER IS LOWEST. 2. 7" (0.6') ABOVE THE MFPG MINIMUM FLOOD PROTECTION GRADE (LAKE / FLOOD PROTECTION) BUILDING SETBACK LINE MATCH EXISTING HIGH POINT L.P. LOW POINT POINT OF COMPOUND CURVATURE POINT OF VERTICAL INTERSECTION P.V.I. GRD. CHG. GRADE CHANGE SEE LAKE #5 & FOREBAY #5-1, #5-2, #5-3, & #5-4 CROSS SECTION ("A-A") AND SPILLWAY DETAIL ON SHEET C201. SEE SHEET C202 & C203 FOR OFFSITE GRADING PLAN. ALL EXISTING OFF-SITE DRAIN TILES THAT ARE ENCOUNTERED SHALL BE TIED INTO THE PROPOSED STORM SYSTEM (WHERE APPLICABLE) WITH A POSITIVE OUTFLOW. UTILITY CROSSINGS 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. BENCHMARK DATA BENCHMARK ELEVATIONS FOR THIS PROJECT WERE DERIVED USING THE NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE (O.P.U.S) AND ARE REFERENCED TO THE NAVD '88 A HARRISON MONUMENT IN THE APPROXIMATE CENTERLINE OF 226TH STREET APPROXIMATELY 518 FEET EAST OF THE SOUTHWEST CORNER OF THE SURVEYED SITE (MONUMENT MARKS THE SOUTH 1/4 CORNER OF SECTION 6-T19N-R3E). ELEVATION = 943.83 (NAVD 88) ELEVATION = 944.20 (NAVD 88) EARTHWORK NOTES

A ROAD NAIL AT THE APPROXIMATE CENTERLINE INTERSECTION OF FOLIAGE LANE AND BIGLEAF DRIVE.

EXCAVATION

- A. Excavated material that is suitable may be used for fills. All unsuitable material and all surplus excavated material not required shall be removed from the site.
- B. Provide and place any additional fill material from offsite as may be necessary to produce the grades required on plans. Fill obtained from offsite shall be of quality as specified for fills herein and the source approved by the Developer. It will be the responsibility of the Contractor for any costs for fill needed.

REMOVAL OF TREES

A. All trees and stumps shall be removed from areas to be occupied by a road surface or structure area. Trees and stumps shall not be buried on

PROTECTION OF TREES

- A. The Contractor shall, at the direction of the Developer, endeavor to save and protect trees of value and worth which do not impair construction of improvements as designed.
- B. In the event cut or fill exceeds 0.5 feet over the root area, the Developer shall be consulted with respect to protective measure to be taken, if any, to preserve such trees.

REMOVAL OF TOPSOIL

A. All topsoil shall be removed from all areas beneath future pavements or building. Topsoil removal shall be to a minimum depth of 6 inches or to the depth indicated in the geotechmical report provided by the Developer to be excavated or filled. Topsoil should be stored at a location where it will not interfere with construction operations. The topsoil shall be free of debris and stones.

UTILITIES

- A. Rules and regulation governing the respective utility shall be observed in executing all work under this section.
- B. It shall be the responsibility of the Contractor to determine the location of existing underground utilities 2 working days prior to commencing work. For utility locations to be marked call Toll Free 811.

SITE GRADING

Professional Land Surveyor

- A. The Contractor shall do all cutting, filling, compacting of fills and rough grading required to bring entire project area to subgrade as shown on the drawing.
- B. The tolerance for paved areas shall not exceed 0.05 feet above established subgrade. All other areas shall not exceed 0.05 feet plus or minus the established grade. Provide roundings at top and bottom of banks and other breaks in grade.
- The Engineer shall be notified when the Contractor has reached the tolerance as stated above, so that field measurements and spot elevations can be verified by the Engineer. The Contractor shall not remove equipment from the site until the Engineer has verified that the job meets the above tolerance.

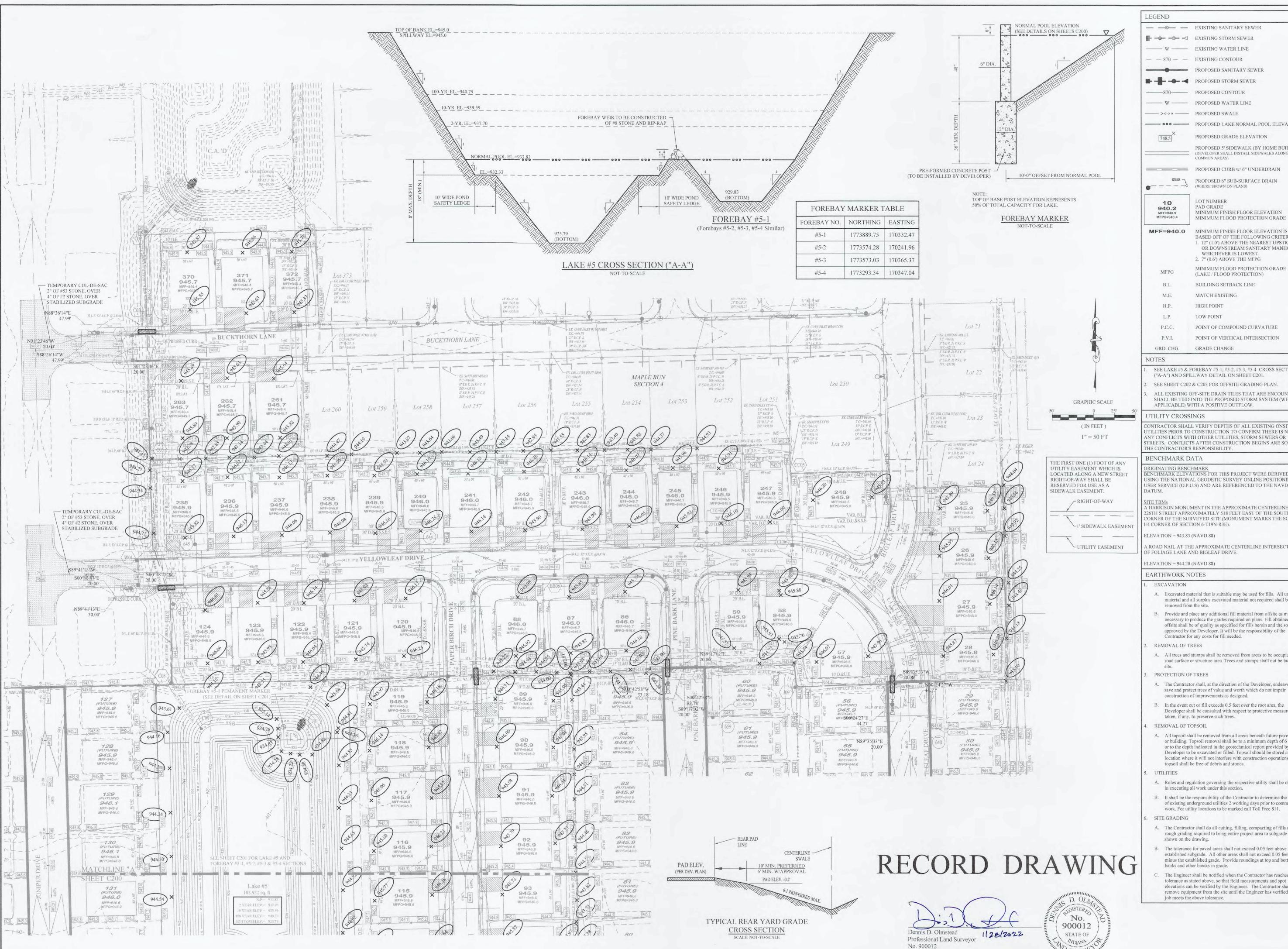
BKR ADG

No. 19358

STATE OF

0

51510ARB-S5



— S — EXISTING SANITARY SEWER EXISTING STORM SEWER — W — EXISTING WATER LINE - - 870 - - EXISTING CONTOUR PROPOSED SANITARY SEWER PROPOSED STORM SEWER ----- W ------- PROPOSED WATER LINE PROPOSED LAKE NORMAL POOL ELEVATION PROPOSED GRADE ELEVATION PROPOSED 5' SIDEWALK (BY HOME BUILDER) (DEVELOPER SHALL INSTALL SIDEWALKS ALONG ALL PROPOSED CURB w/ 6" UNDERDRAIN RISER \ PROPOSED 6" SUB-SURFACE DRAIN → − − → (WHERE SHOWN ON PLANS) LOT NUMBER PAD GRADE MINIMUM FINISH FLOOR ELEVATION MINIMUM FLOOD PROTECTION GRADE MFF=940.0 MINIMUM FINISH FLOOR ELEVATION IS BASED OFF OF THE FOLLOWING CRITERIA: 1. 12" (1.0") ABOVE THE NEAREST UPSTREAM OR DOWNSTREAM SANITARY MANHOLE, WHICHEVER IS LOWEST. 2. 7" (0.6') ABOVE THE MFPG MINIMUM FLOOD PROTECTION GRADE (LAKE / FLOOD PROTECTION) BUILDING SETBACK LINE MATCH EXISTING HIGH POINT LOW POINT POINT OF COMPOUND CURVATURE POINT OF VERTICAL INTERSECTION GRADE CHANGE SEE LAKE #5 & FOREBAY #5-1, #5-2, #5-3, #5-4 CROSS SECTION ("A-A") AND SPILLWAY DETAIL ON SHEET C201. SEE SHEET C202 & C203 FOR OFFSITE GRADING PLAN. ALL EXISTING OFF-SITE DRAIN TILES THAT ARE ENCOUNTERED SHALL BE TIED INTO THE PROPOSED STORM SYSTEM (WHERE APPLICABLE) WITH A POSITIVE OUTFLOW.

No.

19358

STATE OF

. NDIANA.

JTILITY CROSSINGS

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ELEVATION = 943.83 (NAVD 88)

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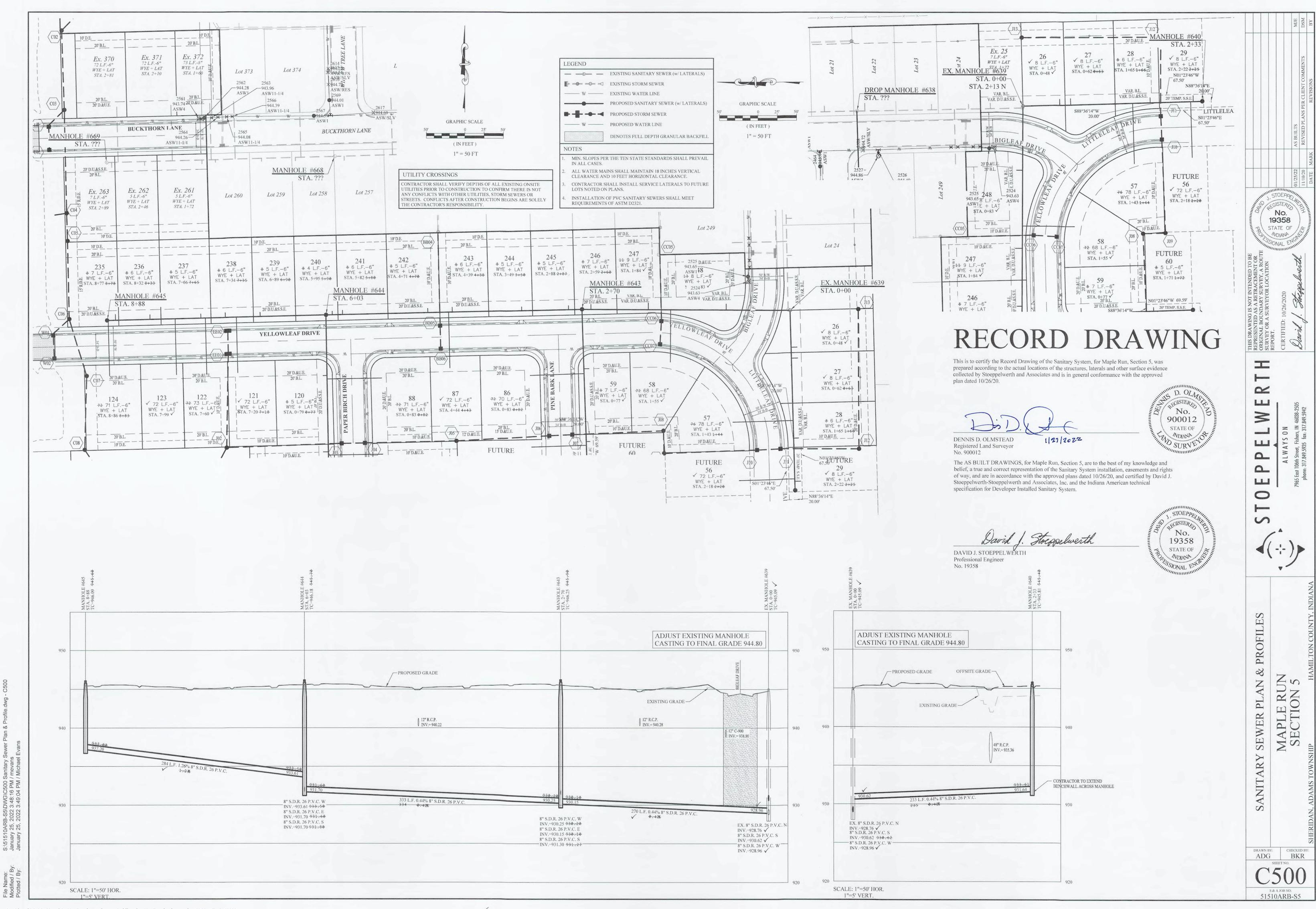
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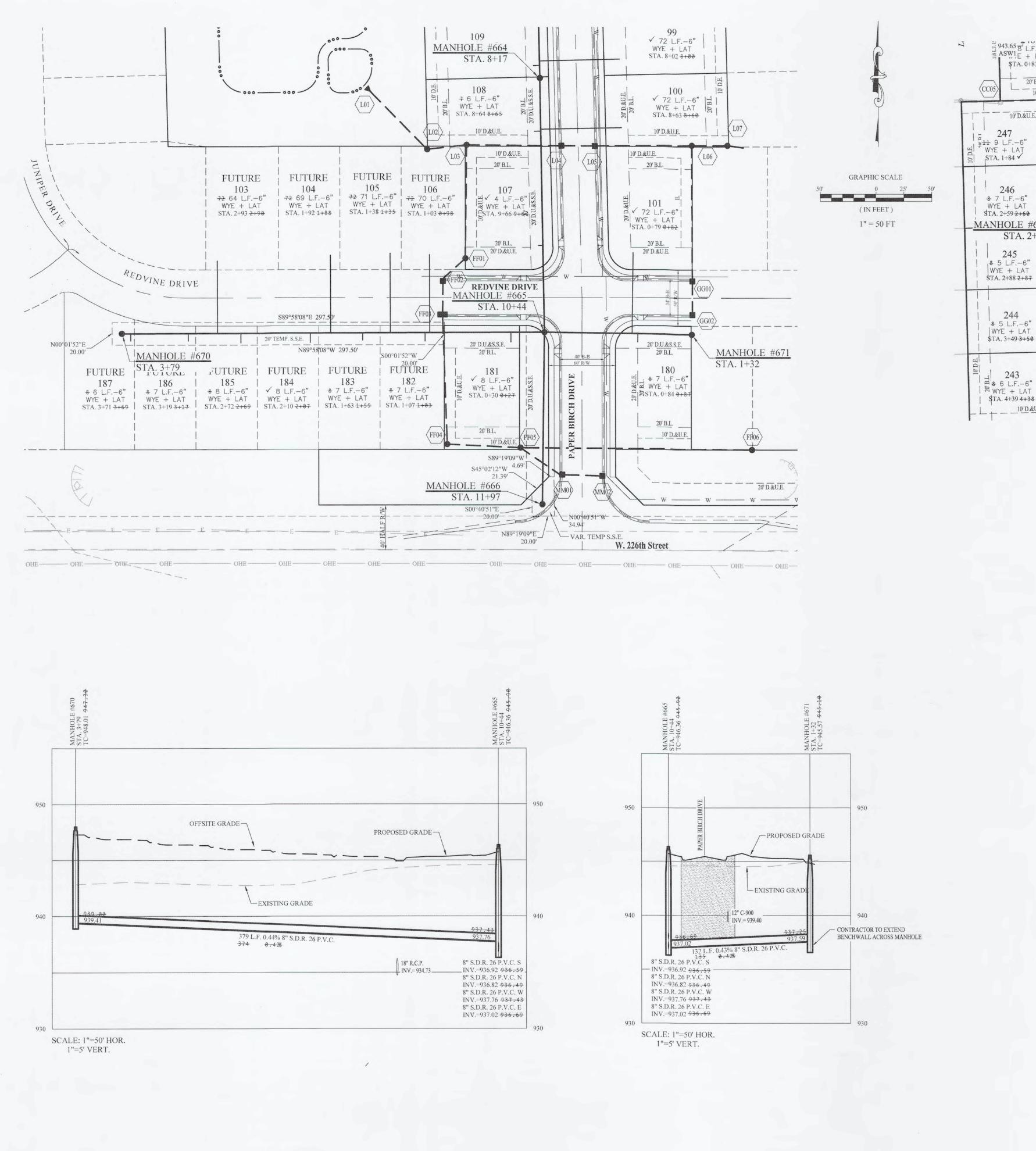
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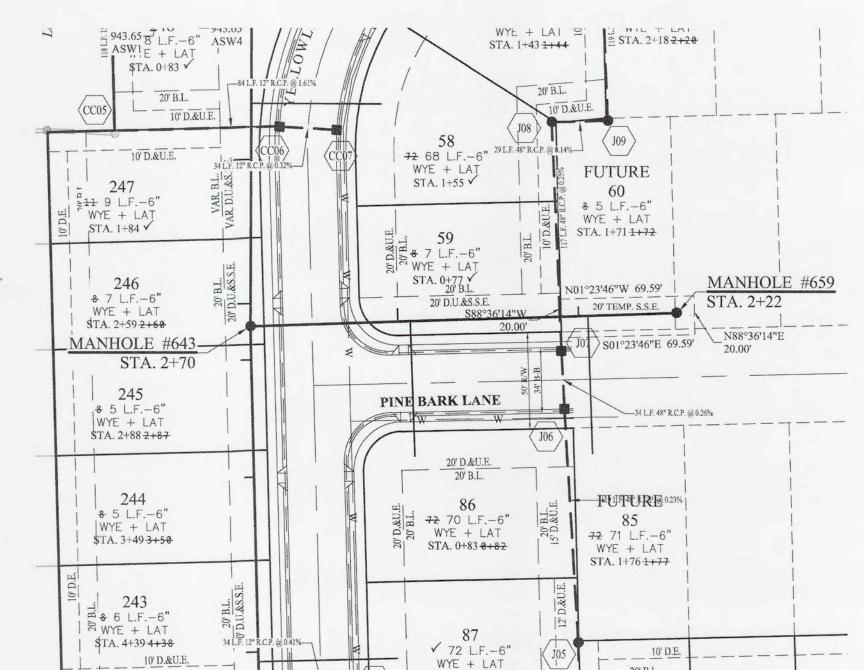
ADG BKR

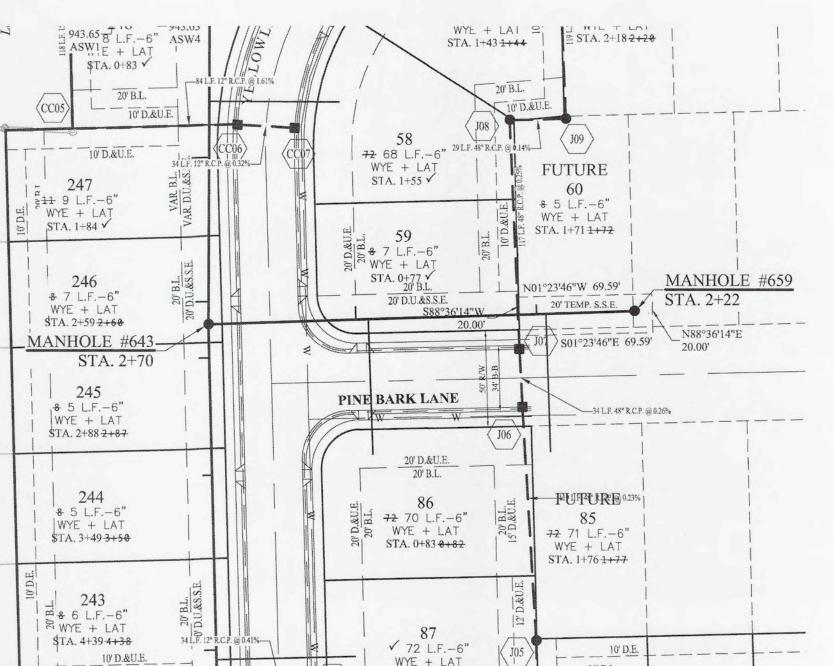
SIT

51510ARB-S5





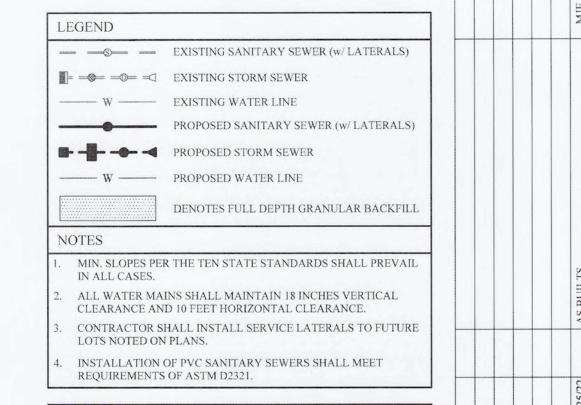




INV.=930.15 930.15 8" S.D.R. 26 P.V.C. S 925 LINV.=931.30 931.27_

SCALE: 1"=50' HOR.

1"=5' VERT.



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SEWER PLAN

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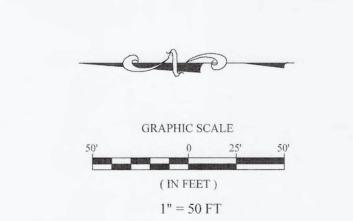
ADG

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BKR

UTILITY CROSSINGS

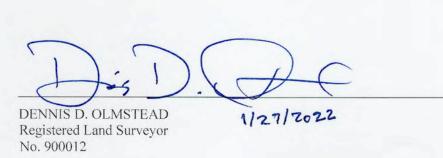
CONTRACTOR SHALL VERIFY DEPTHS OF ALL EXISTING ONSITE UTILITIES PRIOR TO CONSTRUCTION TO CONFIRM THERE IS NOT ANY CONFLICTS WITH OTHER UTILITIES, STORM SEWERS OR STREETS. CONFLICTS AFTER CONSTRUCTION BEGINS ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY.



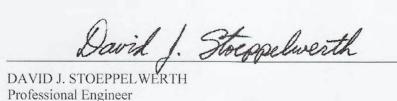
-PROPOSED GRADE OFFSITE GRADE EXISTING GRADE— 48" R.C.P. INV.= 934.81 ONTRACTOR TO EXTEND BENCHWALL ACROSS MANHOLE 8" S.D.R. 26 P.V.C. W INV.=930.25 930.10 8" S.D.R. 26 P.V.C. E

RECORD DRAWING

This is to certify the Record Drawing of the Sanitary System, for Maple Run, Section 5, was prepared according to the actual locations of the structures, laterals and other surface evidence collected by Stoeppelwerth and Associates and is in general conformance with the approved plan dated 10/26/20.



The AS BUILT DRAWINGS, for Maple Run, Section 5, are to the best of my knowledge and belief, a true and correct representation of the Sanitary System installation, easements and rights of way, and are in accordance with the approved plans dated 10/26/20, and certified by David J. Stoeppelwerth-Stoeppelwerth and Associates, Inc. and the Indiana American technical specification for Developer Installed Sanitary System.



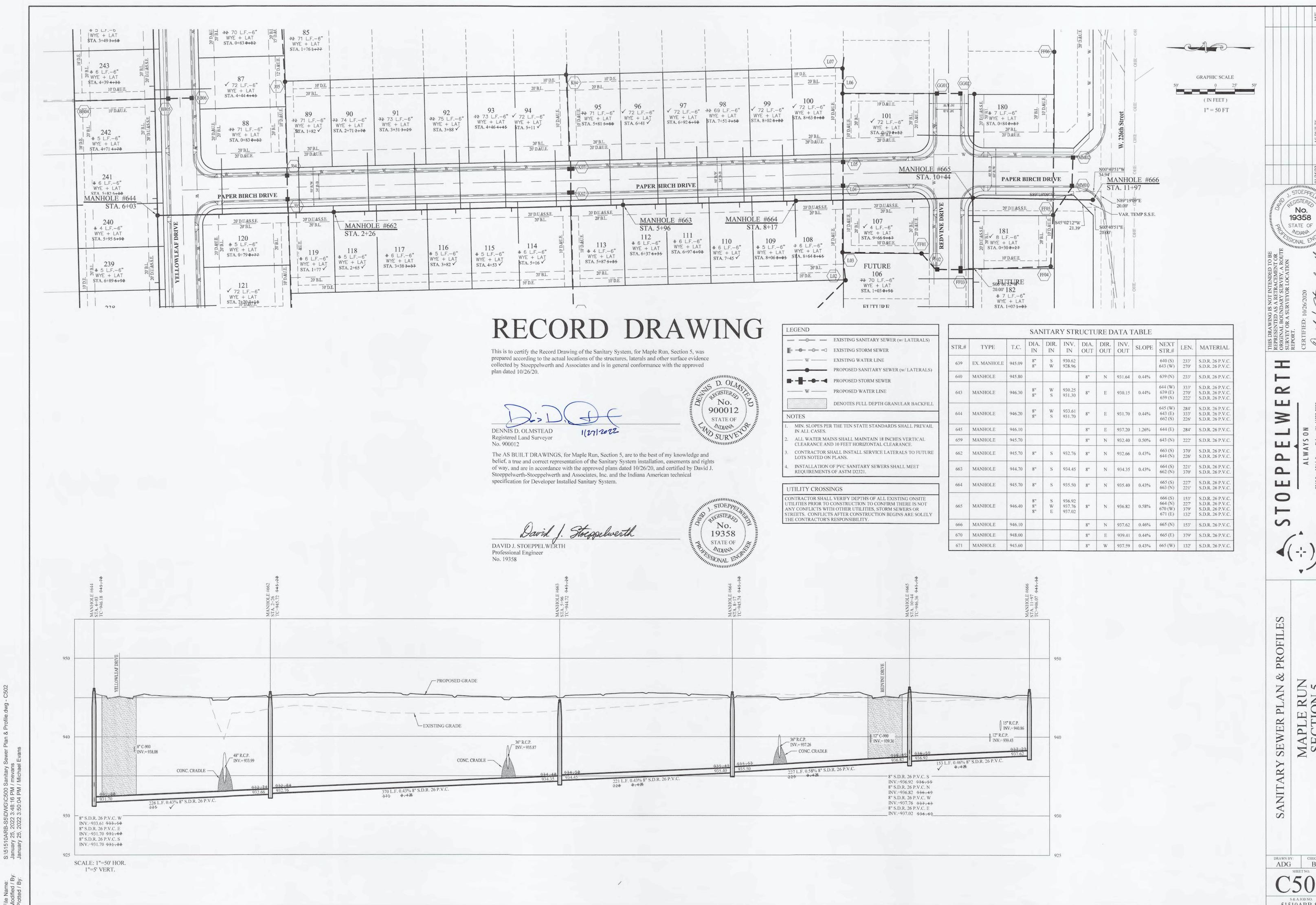
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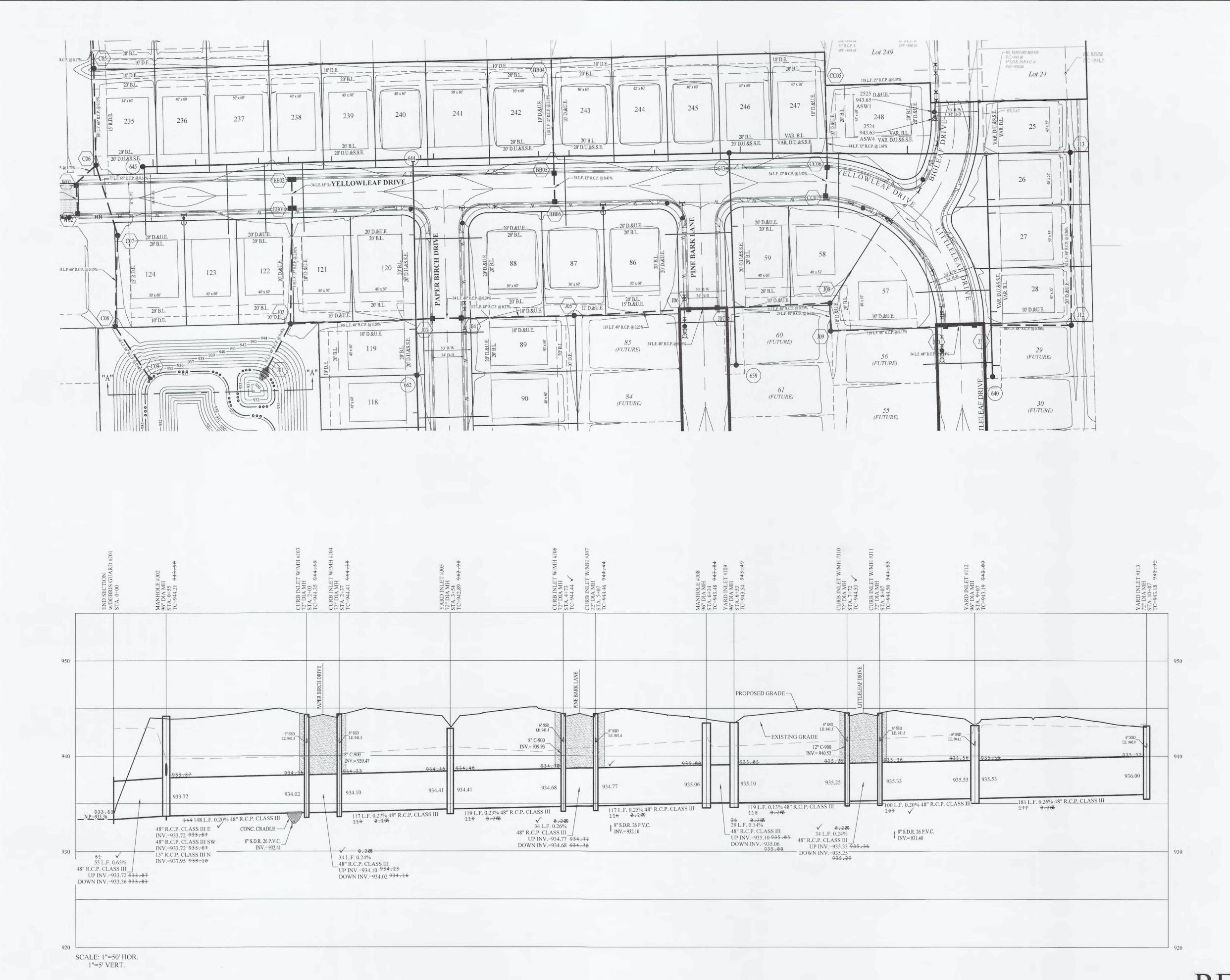
No. 19358

... ANDIANA ...

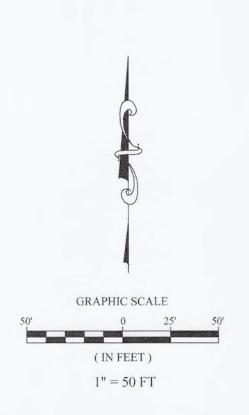
MAPLE RUN SECTION 5

ADG BKR

S & A JOB NO. 51510ARB-S5



LEGEND EXISTING SANITARY SEWER (w/ LATERALS) EXISTING STORM SEWER W — EXISTING WATER LINE PROPOSED SANITARY SEWER (w/ LATERALS) PROPOSED STORM SEWER W — PROPOSED WATER LINE DENOTES FULL DEPTH GRANULAR BACKFILL NOTES ALL WATER MAINS SHALL MAINTAIN 18 INCHES VERTICAL CLEARANCE AND 10 FEET HORIZONTAL CLEARANCE, UNLESS OTHERWISE NOTED ON C700-C705. . SEE SHEETS C802 - C804 FOR STRUCTURE DETAILS. UTILITY CROSSINGS 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.



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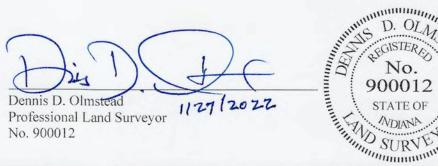
MAPLE RUN SECTION 5

SEWER PLAN & PROFILES STORM

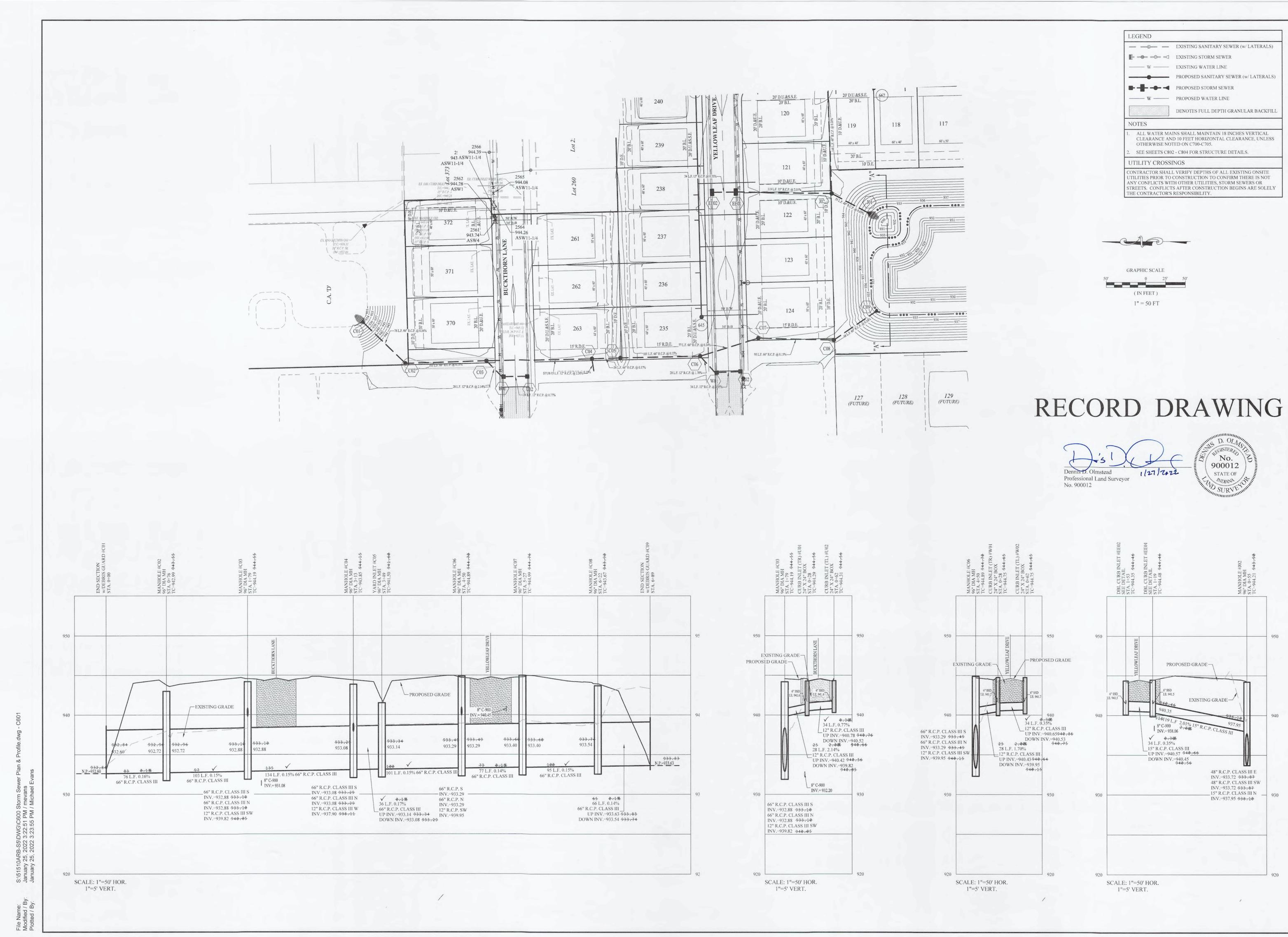
DRAWN BY: CHECKED BY: ADG BKR

S & A JOB NO. 51510ARB-S5

RECORD DRAWING



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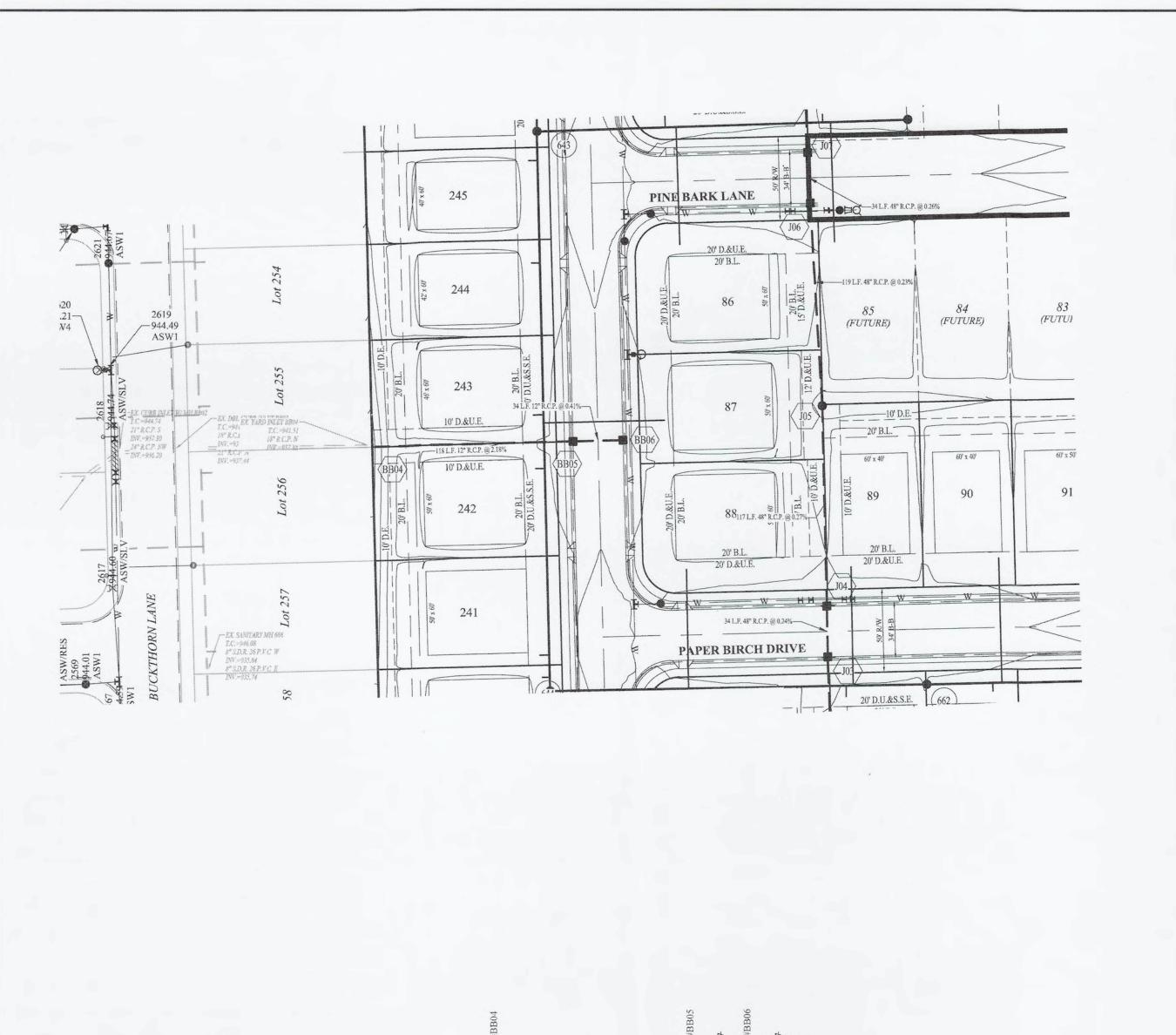
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SEWER PLAN & PROFILES

STORM

DRAWN BY:
ADG CHECKED BY: BKR S & A JOB NO. 51510ARB-S5



-- PROPOSED GRADE

34 L.F. 0.41% 12" R.C.P. CLASS III

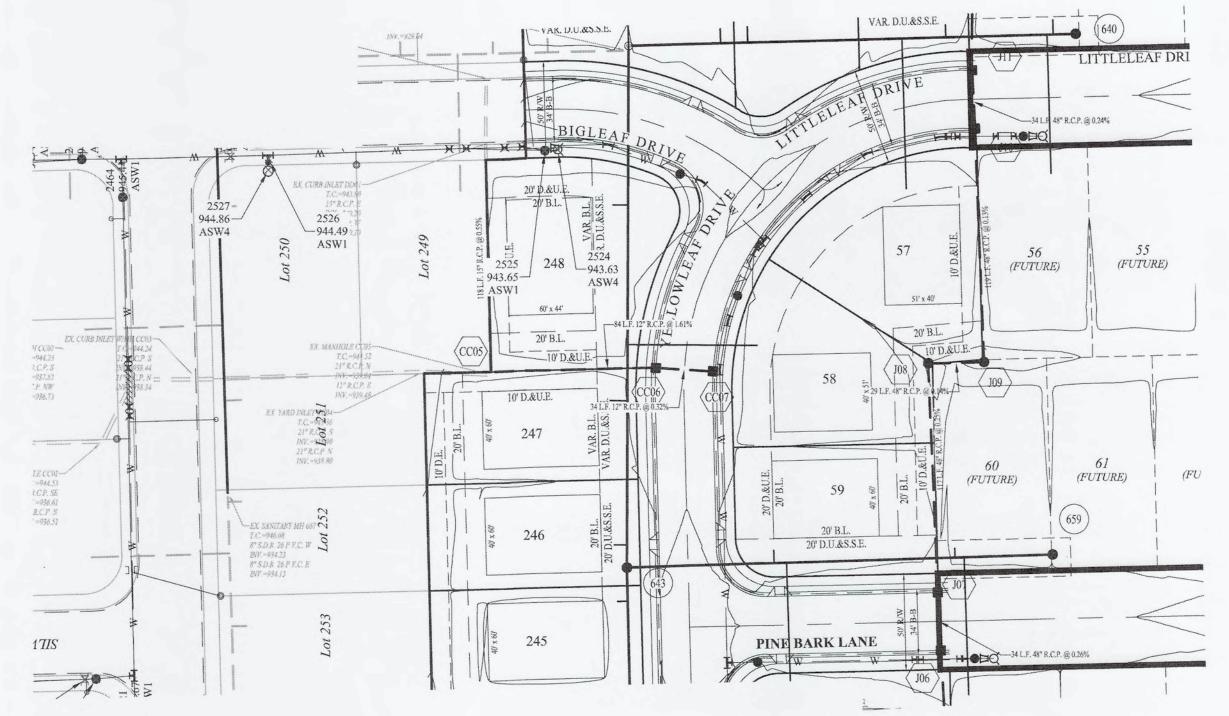
UP INV.=940.79 940.78 DOWN INV.=940.65 948.67

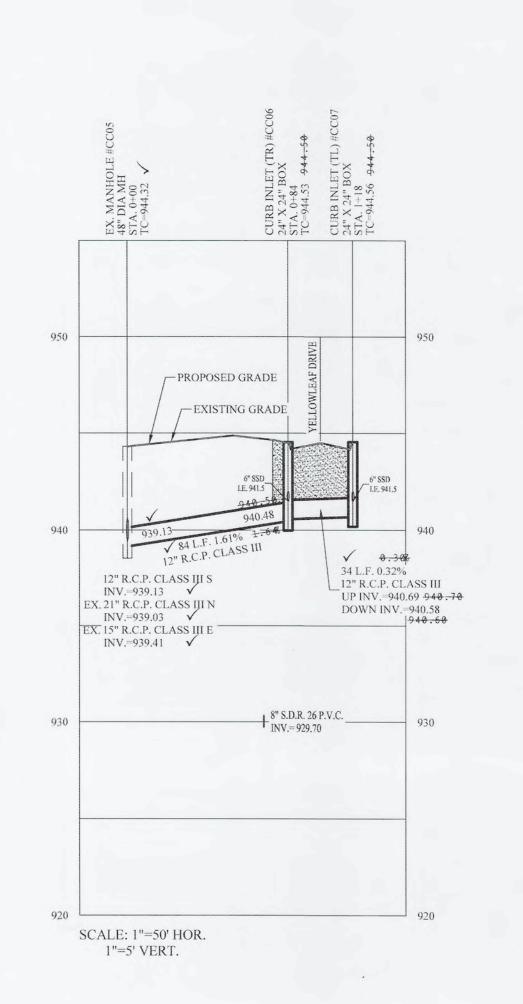
8" S.D.R. 26 P.V.C. INV.= 931.05

EXISTING GRADE -

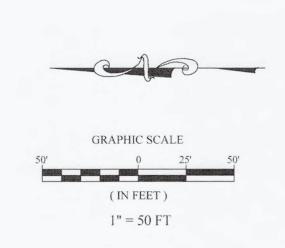
12" R.C.P. CLASS III S INV.=937.98 EX. 18" R.C.P. CLASS III N INV.=937.88

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





LEGEND EXISTING SANITARY SEWER (w/ LATERALS) ■ ■ ■ ■ ■ EXISTING STORM SEWER W — EXISTING WATER LINE PROPOSED SANITARY SEWER (w/ LATERALS) PROPOSED STORM SEWER W — PROPOSED WATER LINE DENOTES FULL DEPTH GRANULAR BACKFILL NOTES ALL WATER MAINS SHALL MAINTAIN 18 INCHES VERTICAL CLEARANCE AND 10 FEET HORIZONTAL CLEARANCE, UNLESS OTHERWISE NOTED ON C700-C705. SEE SHEETS C802 - C804 FOR STRUCTURE DETAILS. UTILITY CROSSINGS 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.



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19358 STATE OF .. MOIANA.



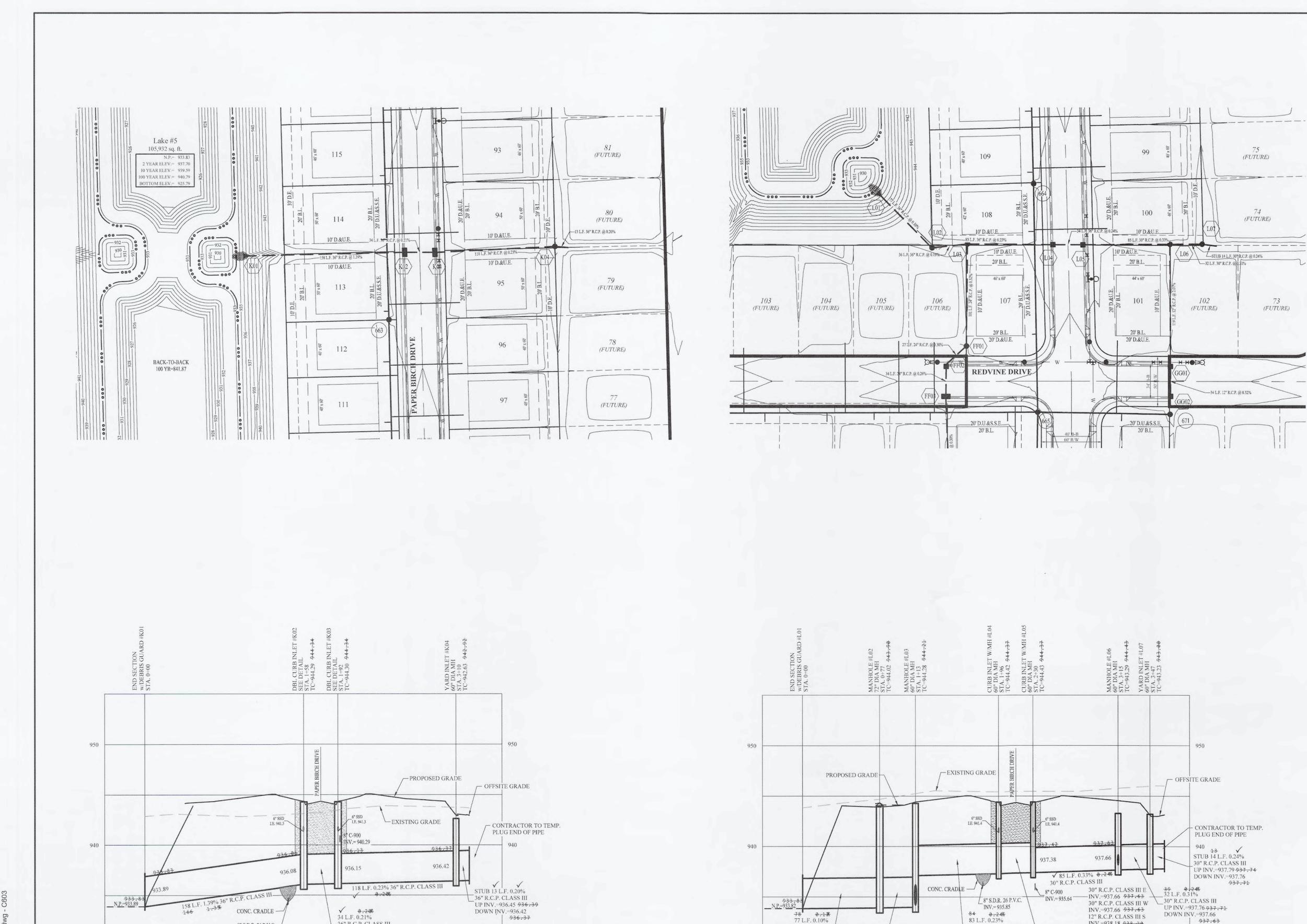
SEWER PLAN & PROFILES

DRAWN BY:
ADG CHECKED BY: BKR

s & A JOB NO. 51510ARB-S5

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No. 900012 STATE OF



77 L.F. 0.10%

UP INV.=933.90 933.93

DOWN INV.=933.90

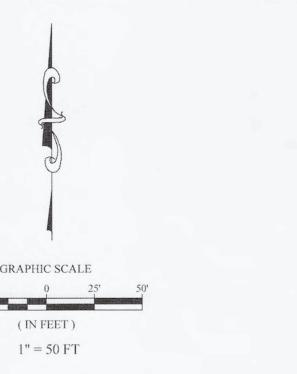
DOWN INV.=933.82 933.83

36" R.C.P. CLASS III

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

LEGEND NOTES GRAPHIC SCALE

EXISTING SANITARY SEWER (w/ LATERALS) EXISTING STORM SEWER — W — EXISTING WATER LINE PROPOSED SANITARY SEWER (w/ LATERALS) PROPOSED STORM SEWER W — PROPOSED WATER LINE DENOTES FULL DEPTH GRANULAR BACKFILL ALL WATER MAINS SHALL MAINTAIN 18 INCHES VERTICAL CLEARANCE AND 10 FEET HORIZONTAL CLEARANCE, UNLESS OTHERWISE NOTED ON C700-C705. SEE SHEETS C802 - C804 FOR STRUCTURE DETAILS. UTILITY CROSSINGS 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.



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STATE OF WDIANA.



MAPLE RUN SECTION 5

SEWER PLAN & PROFILES

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s & a Job No. 51510ARB-S5

937.63

INV.=938.18 938.20

34 L.F. 0.24%

36" R.C.P. CLASS III

UP INV.=937.38.937.42 DOWN INV.=937.30 937.34

36" R.C.P. CLASS III

36" R.C.P. CLASS III E INV.=937.11 937.14 DOWN INV.=937.11 -36" R.C.P. CLASS III W

34 0.24% / 36" R.C.P. CLASS III W —

36 L.F. 0.19% INV.=933.97 934.01
36" R.C.P. CLASS III 24" R.C.P. CLASS III S
UP INV.=933.97 934.01 INV.=934.20 934.20

SCALE: 1"=50' HOR.

1"=5' VERT.

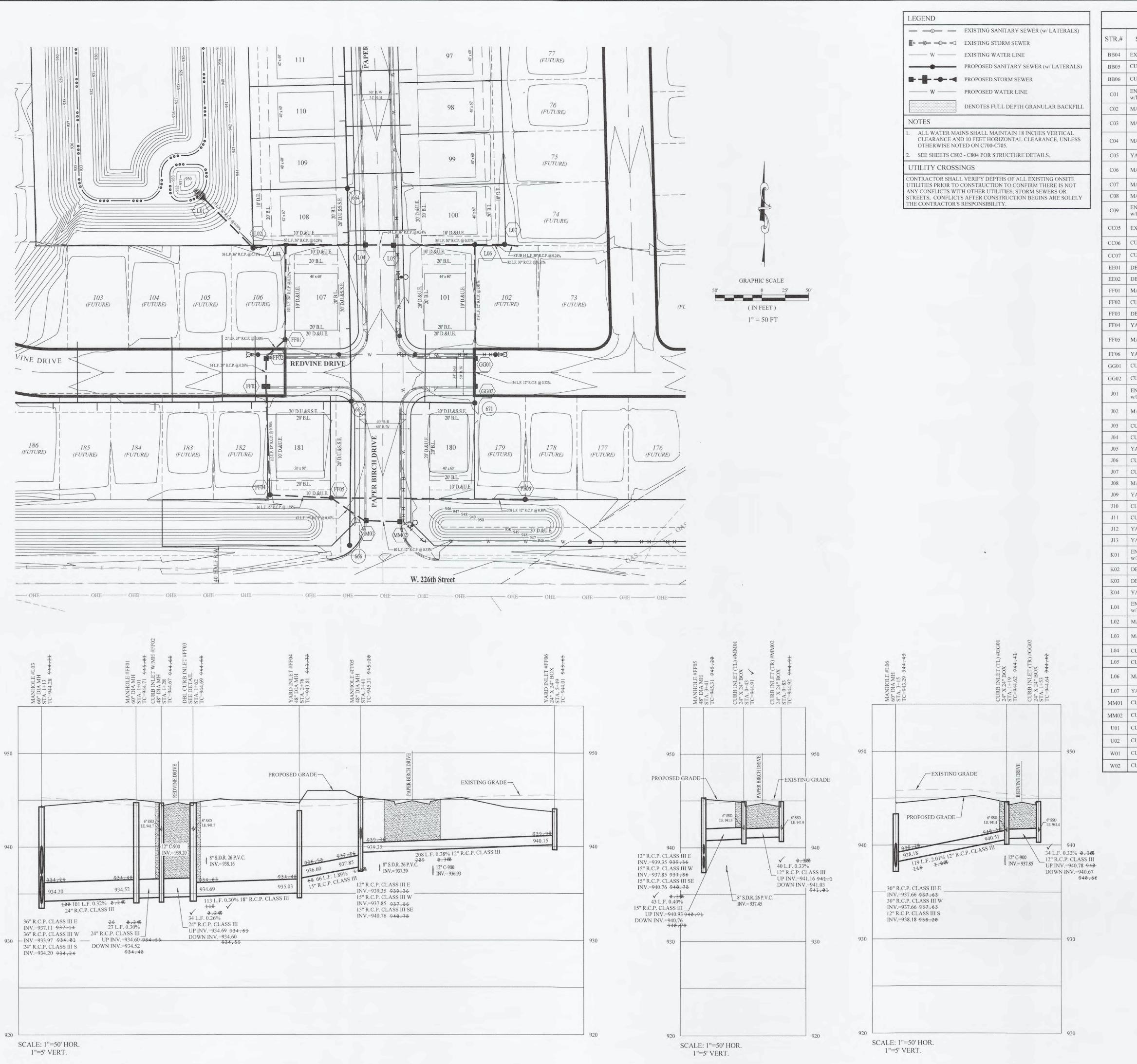
36" R.C.P. CLASS III

DOWN INV.=936.08

UP INV.=936.15 936.13

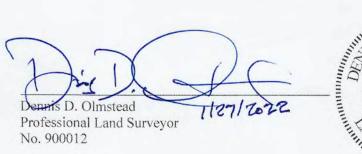
8" S.D.R. 26 P.V.C.

INV.= 934.06





RECORD DRAWING





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SHEET NO.

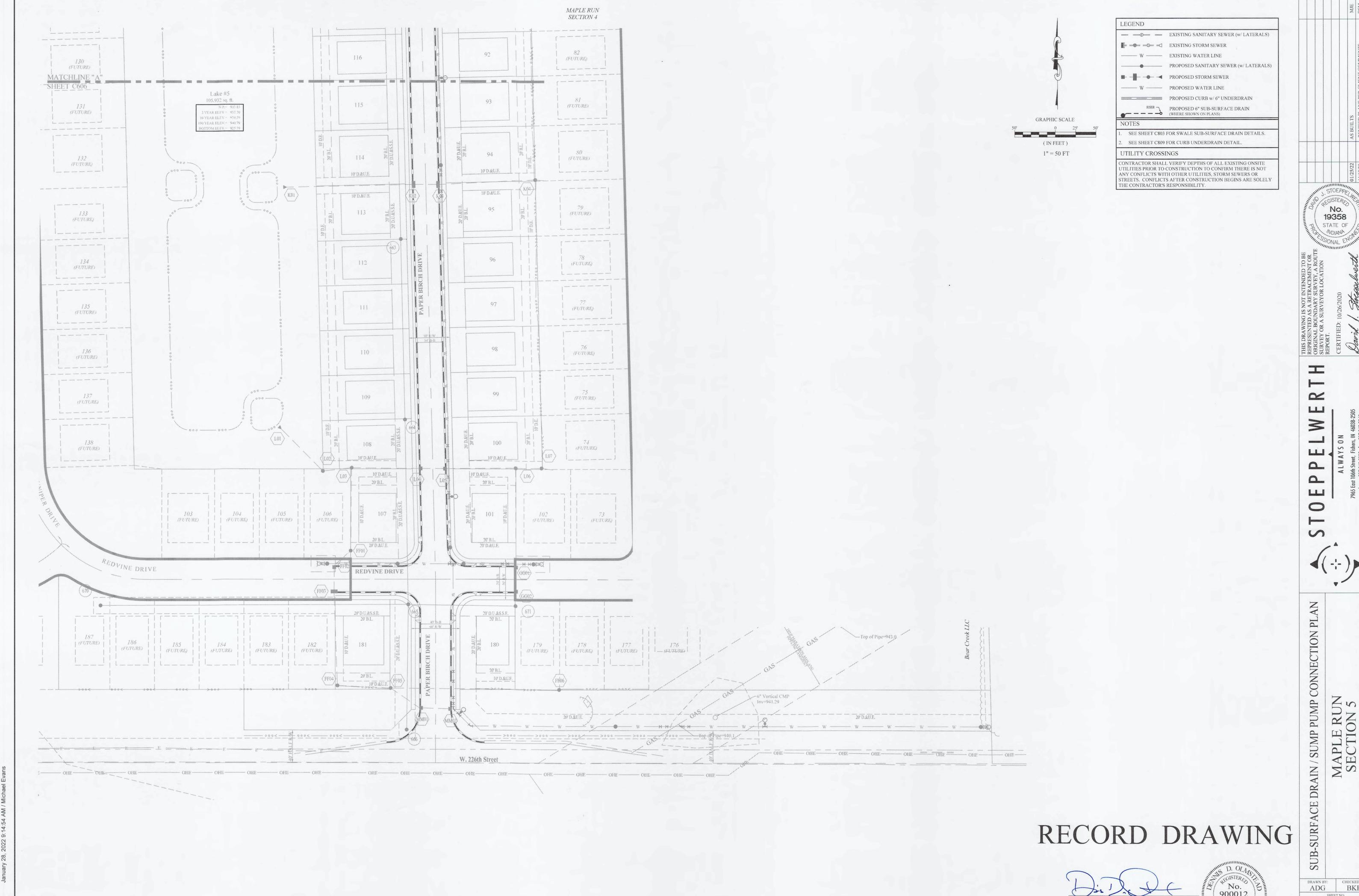
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S & A JOB NO.
51510ARB-S5

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PROFILE



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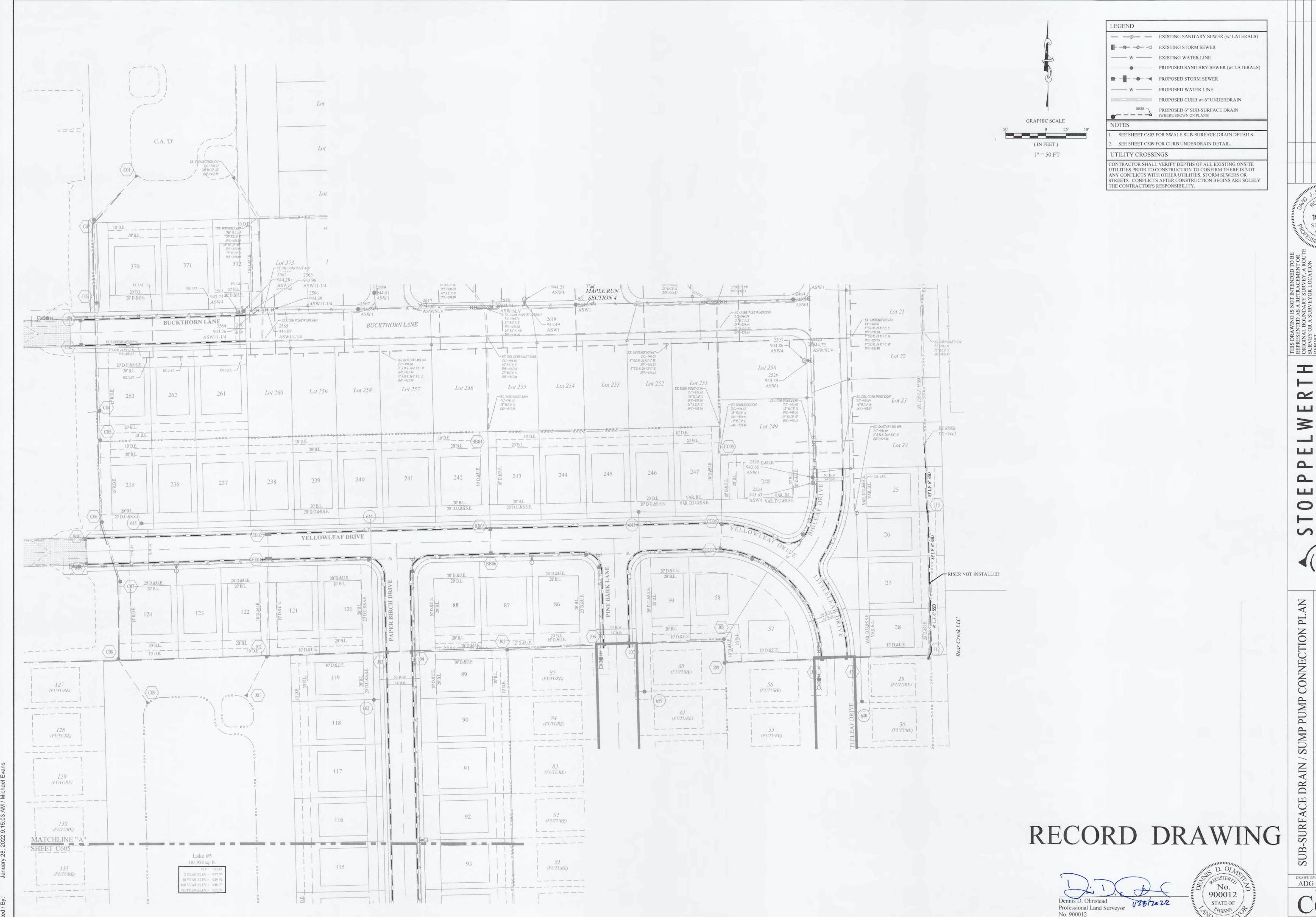
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MAPLE RUN SECTION 5

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