Drain: VILLAGES AT WEST CLAY DRAIN	Drain #: 3/2
Improvement/Arm: VILLAGE AS WEST CLASS-	Shunou 10001
Operator: <u>JOH</u>	Date: 62904
Drain Classification: Urban/Rural	

# **GIS Drain Input Checklist**

•	Pull Source Documents for Scanning	gn
•	Digitize & Attribute Tile Drains	N/s
•	Digitize & Attribute Storm Drains	GN
•	Digitize & Attribute SSD	Ma
•	Digitize & Attribute Open Ditch	Ma
•	Stamp Plans	gn
•	Sum drain lengths & Validate	gn
•	Enter Improvements into Posse	go
•	Enter Drain Age into Posse	
•	Sum drain length for Watershed in Posse	
•	Check Database entries for errors	920

# Gasb 34 Footages for Historical Cost Drain Length Log

Drain-Improvement: Ulugges AT WESTCLEY ARETW SECTION 10001

Drain Type:	Size:	Length SURWWAL SKARF	Length (DB Query)	Length Reconcile	Price:	Cost:
RCP	12"	192'	1921	Ø	1 1100.	Cost
	15*	457'	457.	100		
	18"	860'	860'	8		
	21"	661'	661'	ø		
	24"	288' 83' 275'	288*	ď		
	274	83'	83°	Ø		
	48"	275	275"	Ø		
<del> </del>						
				·		
	Sum:	2,816'	2,816'	<u> </u>		
inal Report:						
omments:	·····	Ť				
omineria.						



Kenton C. Ward, Surveyor
Phone (317) 776-8495
Fax (317) 776-9628

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

To: Hamilton County Drainage Board

November 14, 2000

Re: Village of WestClay Drain, Section 10001 Arm

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Section 10001 Arm, Village of WestClay Drain. I have reviewed the submittals and petition and have found each to be in proper form.

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

12"	RCP	239	ft	21"	RCP	654	£t	48"	RCP	295	ft
15"	RCP	393	ft	24"	RCP	289	ft				
18"	RCP	818	ft	27"	RCP	79	ft				

The total length of the drain will be 2,767 feet.

The subsurface drains (SSD) under curbs are not to be part of the regulated drain. This is per an agreement between Brenwick Development and the Hamilton County Commissioners on April 26, 1999 (see Commissioners Minute Book 93, pages 565-566).

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$5.00 per acre, \$5.00 per acre for roadways, \$5.00 per acre for common areas, with a \$120.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$5,027.56.

Parcels assessed for this drain may be assessed for the Osborn-Collins, Williams Creek or Clay Creek Drains at sometime in the future.

I believe this proposed drain meets the requirements for Urban Drain Classification as set out in IC 36-9-27-67 to 69. Therefore, this drain shall be designated as an Urban Drain.

I recommend that upon approval of the above proposed drain that the Board also approve the attached non-enforcement request. This request is for the reduction of the regulated drain easement to those widths as shown on the secondary plat for Village of WestClay Section 10001 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for December 26, 2000.

Kenton C. Ward

Hamilton County Surveyor

KCW/kkw

Bond #8293282

AGENT or BROKER:

P.O. Box 44070, Indpls., IN 46244

M.J. Schuetz Agency

Phone #317/639-5679



# **Performance Bond**



## **AIA Document A312 - Electronic Format**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or Other Party Shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business) Brenwick Development Company, Inc. Fidelity & Deposit Company of Maryland 12722 Hamilton Crossing Boulevard 2350 One Indiana Square Carmel, IN 46032 Indianapolis, IN 46204 OWNER (Name and Address): Board of Commissioners of Hamilton County 33 North 9th Street Noblesville, IN 46060 CONSTRUCTION CONTRACT Date: Amount: One Hundred Nine Thousand Four Hundred Twenty Five Dollars and no/100\*\*\*(\$109.425.00) Description (Name and Location): Guarantee Completion of the Storm Sewer System to be petitioned to be regulated in Section 10001, Village of WestClay BOND Date (Not earlier than Construction Contract Date): August 17, 2000 Amount: One Hundred Nine Thousand Four Hundred Twenty Five Dollars and no/100\*\*\*(\$109,425.00) Modifications to this Bond: [X] None See Page CONTRACTOR AS PRINCIPAL SURETY Company: (Corporate Seal) Company: (Corporate Seal) Brenwick Development Company, Inc. Fidelity & Deposit Company of Maryland 12722 Hamilton Crossing Boulevard 135 N. Pennsylvania Street. Suite 1250 Carmel, IN 46032 Indianapolis, IN 4620 Signature: Signature: Name and Title: Name and Title: Shelley E. Henry Attorney-In-Fact (Any additional signatures appear on the last page) (FOR INFORMATION ONLY - Name, Address and Telephone)

AIA DOCUMENT A312• PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED. • AIA ®• THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 • THIRD PRINTING • MARCH 1987. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

OWNER'S REPRESENTATIVE (Architect, Engineer or other

party):

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - **3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
  - **3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - **4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - **4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- **4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - **6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

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- **6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- **6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a

statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 12 DEFINITIONS

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract
- **12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- **12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- **12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional	signatures of added parties,	other than those appearing on the	cover page.)
CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature:Name and Title:		Signature: Name and Title:	

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# Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by W. B. WALBRECHER, Vice-President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint M. J. Schuetz, Jr., Julian D. Pace, A. Vickie L. Wolcott, Shelley E. Henry, Janis J. Powell, David A. Linthicum and Sandra Caplinger, all of Indianapolis, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that is not behalf of M. J. Schuetz, Jr., Julian D. Pace, II, Vickie L. Wolcott, Shelley E. Guess, Janis J. Powell, David A. Linthicum and Sandra Caplinger, dated September 18, 1998.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of the Company, and is now in force.

IN WITNESS WHEREOF, the said vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY and DEPOSIT COMPANY OF MARYLAND, this 29th day of March, A.D. 1999.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SEAL)

T. E. Smith

Assistant Secretary

W R Walbrook

Vice-President

State of Maryland State of Maryland State of Maryland County of Baltimore

On this 29th day of March, A.D. 1999, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. Walbrecher, Vice-President and T. E. Smith, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Carol J. I

Notary Public

My Commission Expires: August 1, 2000

# EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

#### **CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

1/th	day of	August	
			 S.D. Matie
			Assistant Secretary

### CERTIFICATE OF COMPLETION AND COMPLIANCE

TO: HAMILTON COUNTY SURVEYOR RE: Village of West Clay Section 10001

#### I hereby certify that:

- 1. I am a Register Engineer in the State of Indiana
- 2. I am familiar with the plans and specifications for the above referenced subdivision.
- 3. I have personally observed and supervised the completion of the Drainage Facilities for the above referenced subdivision, and
- 4. To the best of my knowledge, information and belief, the Drainage Facilities within the subdivision has been installed and completed in conformity with all plans and specifications.

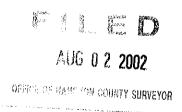
Signature:	Soich 16. Date: 8-01-02
Type or print name:	David K. Sexton, P.E.
Business /Address: _	The Schneider Corporation
_	12821 E. New Market Street, Carmel, IN 46032
Telephone: (317) 50	69-8112

INDIANA REGISTRATION NUMBER

**SEAL** 



PE 9500028





Kenton C. Ward, Surveyor Phone (317) 776-8495 Tax (317) 776-9628

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

To: Hamilton County Drainage Board

June 2, 2003

Re: Village of West Clay 10001

Attached are as-builts, certificate of completion & compliance, and other information for Village of West Clay 10001. 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 November 14, 2000. The report was approved by the Board at the hearing held December 26,2000. (See Drainage Board Minutes Book 5, Pages 523-24) The changes are as follows:

						Original	
Structure:		T.C.:	I.E.:	Pipe:	Length:	Plans:	Difference:
6	10	893.36	890.26				
6	09	893.48	889.98	15	28	29	-1
6	09	893.48	889.98				
6	08	894.66	889.76	18	83	82	1
6	80	894.66	889.76				
6	07	892.65	889.25	18	154	155	-1
6	07	892.65	889.25				
6	06	891.69	888.19	18	243	242	1
6	06	891.69	888.19				
6	05	894.6	887.75	21	191	192	-1
6	05	894.6	887.75				
6	04	894.63	887.58	21	32		
6	04	894.63	887.58				
6	03	895.37	887.17	21	86	85	1
6	03	895.37	887.17				
6	02	890.07	886.32	24	288	289	-1
6	02	890.07	886.32				
6	01	890.12	886.17	27	29		
6	01	890.12	886.17				
6	00		886.06	27	54	50	4
6	27	893.36	889.06				

626 893.31 888.91	12	28	29	-1
626 893.31 888.81				
625 892.76 888.11	15	158		
625 892.76 888.11				
624 981.68 887.98	15	107	106	1
624 981.68 887.98				······································
623 892.1 887.3	18	162		
623 892.1 887.3				
622 890.97 887.17	18	48		
622 890.97 887.17				······································
621 891.72 886.67	21	215	214	1
621 891.72 886.57				· · · · · · · · · · · · · · · · · · ·
620 885.84	21	137	131	6
628 891.04 887.54				<u>_</u>
622 890.97 887.17	12	28		
642 885.3 880.63				
641 885.47 880.22	12	32		
641 885.47 880.22				
640 878.99	15	76	78	-2
637 886.85 883.55				
636 886.87 883.32	15	32		
636 886.87 883.32		<u> </u>		
635 882.31 882.31	18	170	172	-2
647 884.7			112	-2
646 889.56 884.36	48	69	76	-7
646 889.56 884.26				
645 883.95	48	206		
633 886.06				
632 890.38 885.78	12	43	39	4
632 890.38 885.78			- 55	<u> </u>
631 890.31 885.61	12	32	·	
631 890.31 885.61		<u> </u>		
630 885.47	12	29	31	-2
648 885.88			31	-2
646 889.56 884.26	15	56	63	-7
3.2 300.00 304.20			03	-/

## RCP Pipe Totals:

Totals.		
	12	192
	15	457
	18	860
	21	661
	24	288
	27	83
	48	275

The length of the drain due to the changes described above is now 2816 feet.

The non-enforcement was approved by the Board at its meeting on December 26, 2000 and recorded under instrument #200100002894.

The bond or letter of credit from Fidelity & Deposit Company of Maryland, number 8293282; dated August 17, 2000; in the amount of \$109,425.00; was released August 12, 2002.

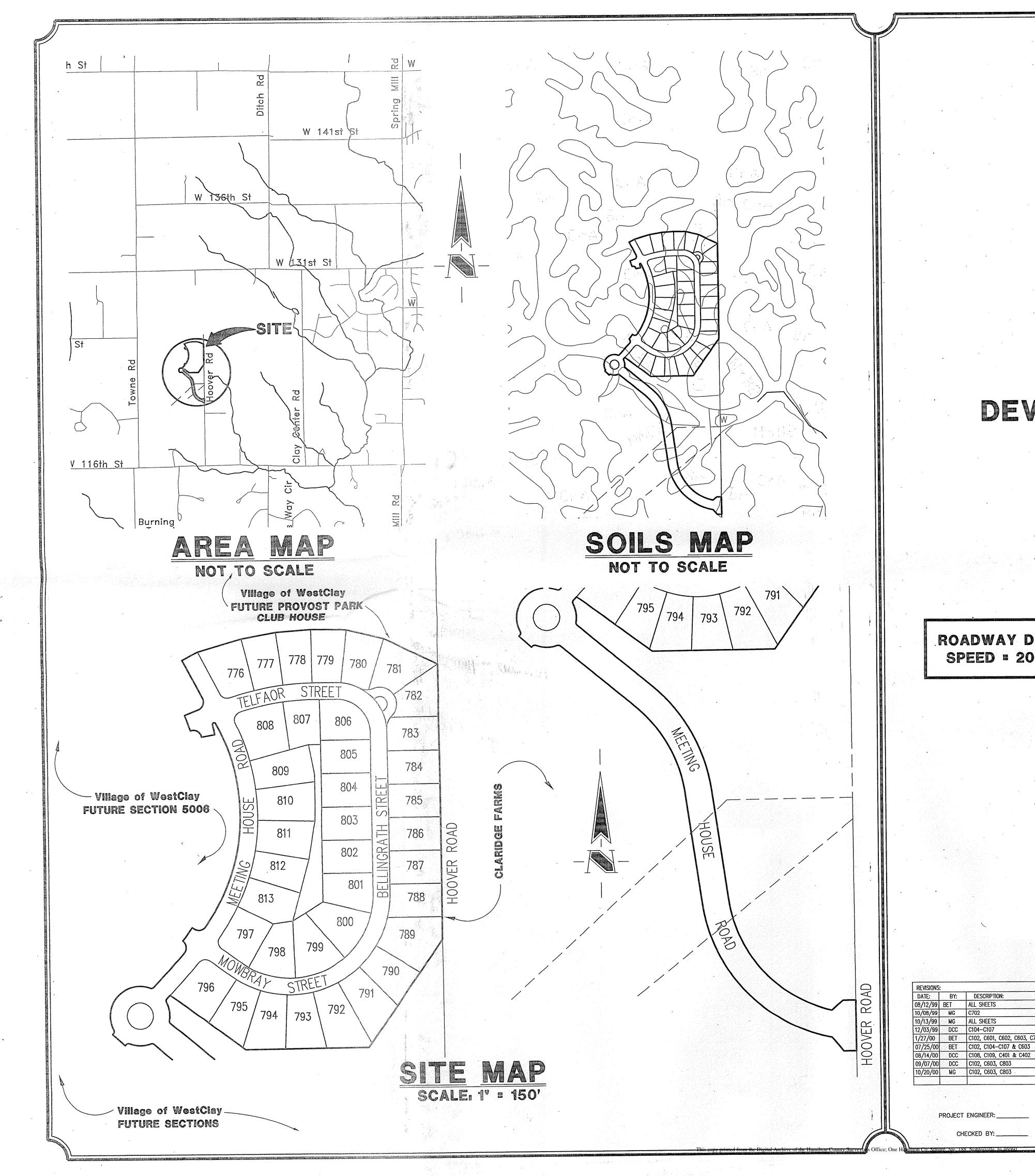
I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,

Kenton C. Ward,

Hamilton County Surveyor

KCW/slm



SEC. 28-T18N-R3E

# SECTION 10001

(CONSTRUCTION PLANS)

HAMILTON COUNTY CARMEL, INDIANA

DEVELOPER:

# BRENWICK DEVELOPMENT CO.

12722 HAMILTON CROSSING BLVD. CARMEL, INDIANA 46032 [317] 574-3400

ROADWAY DESIGN SPEED = 20MPH

BET C102, C601, C602, C603, C701, C702

CHECKED BY:

DATE CHECKED: \_\_\_\_\_

PROJECT ENGINEER:

	INDEX
SHEET No.	DESCRIPTION
C100	COVER SHEET
C101-C103	DEVELOPMENT PLAN
C104-C106	EROSION CONTROL PLAN
C107	EROSION CONTROL DETAILS
C108-C109	TRAFFIC CONTROL PLAN
C201-C205	STREET PLAN & PROFILE
C301-C302	INTERSECTION DETAILS
C401C404	SANITARY SEWER PLAN & PROFILE
C601-C603	STORM SEWER PLAN & PROFILE
C701-C702	WATER DISTRIBUTION PLAN
C703	WATER DETAILS & SPECIFICATIONS
C801	STREET DETAILS
C802	SANITARY SEWER DETAILS
C803	STORM SEWER DETAILS
C804-C805	HAMILTON COUNTY DETAILS
C901	SPECIFICATIONS



Corporation

12726 Hamilton Crossing Blvd. Carmel, Indiana 317-574-3797 317-574-3799 Fax

Engineering Surveying Landscape Architecture GIS • LIS Geology

Formerly Schneider Engineering Corp. / Bohlen, Meyer, Gibson & Assoc.

CERTIFIED BY: KEITH LASH E-MAIL ADDRESS:

klash@theschneidercorp.com

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FILED AUG 0 2 2002

OFFICE OF HAMILTON COUNTY SURVEYOR

SHEET

JOB No. 1238.1001 1999. The Schneider Corporation

FILE NAME: N: \1238\1001\DWGS\C100.DWG

DATE:

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FOR VERIFYING THAT THESE DOCUMENTS ARE THE MOST CURRENT PRIOR TO USE

9800085 STATE OF

