Drain: VILLAGES AT WEST CLAY DRAM	Drain #:_ <i>3</i> /7
improvement/Arm: <u>JE grow</u> 8501	
Operator: <u>Jok</u>	Date: 6-29-04
Drain Classification: Urban/Ru	

GIS Drain Input Checklist

•	Pull Source Documents for Scanning	- Ju
•	Digitize & Attribute Tile Drains	
•	Digitize & Attribute Storm Drains	
•	Digitize & Attribute SSD	
•	Digitize & Attribute Open Ditch	
٠	Stamp Plans	
•	Sum drain lengths & Validate	,
•	Enter Improvements into Posse	
٠	Enter Drain Age into Posse	
•	Sum drain length for Watershed in Posse	······································
•	Check Database entries for errors	

Gasb 34 Footages for Historical Cost Drain Length Log

					and the lf App	Cable Ser
		Length	Length	Length		
Drain Type:	Size:	Length SURVEYORD REPORT	(DB Query)	Reconcile	Price:	Cost:
HOPE RCP	6"	1,140'				
RCP	12"	110'				
	15"	392'				
	Sum:	1642'		1		

Drain-Improvement: VILLAGES AT WEST CLAY DRAIN -SECTION 8501

Final Report:____

Comments:



Noblesville, Indiana 46060-2230

September 5, 2001

To: Hamilton County Drainage Board

Re: Village of West Clay, Section 8501 Arm

Tax (317) 776-9628

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Village of West Clay, Section 8501 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:

6" HDPE – 1,140 feet	15" RCP – 392 feet
----------------------	--------------------

12" RCP - 110 feet

The total length of the drain will be 1,642 feet.

Structures B706, B705, B704, and B620 and storm pipe were constructed with Village of West Clay Section 3004, but were not listed in Section 3004 report dated August 2, 1999.

The subsurface drains (SSD) under curbs are not to be part of the regulated drain. This is per the agreement between Brenwick Development and the Hamilton County Commissioners on April 26, 1999. (See Commissioners Minute Book 93, pages 565 - 566.) The portions of the SSD which will be regulated other than those under curbs are as follows: 6" HDPE across front of Lots 559 and 578 through 600.

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 the 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, with a \$120.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$2,902.06.

Parcels assessed for this drain may be assessed for the Collins Osborn or Williams Creek Drains at sometime in the future. Parcels assessed for these drains will also be assessed for the Elliot Creek Drain.

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 West Clay, Section 8501 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for October 22, 2001.

Kenton C. Ward Hamilton County Surveyor

KCW/llm

TO: HAMILTON COUNTY DRAINAGE BOARD Z Hamilton County Surveyor, Courthouse, Noblesville, IN 46060

In the matter of <u>The Village of WEstClay</u> Subdivision, Section <u>8501</u> Drain Petition.

Petitioner is the owner of all lots in the land affected by the proposed new regulated drain. The drainage will affect various lots in <u>The Village</u> of WestClay _____, a subdivision in Hamilton County, Indiana. The general route of such drainage shall be in existing easements and along public roads as shown in the plans on file in the Surveyor's Office.

Petitioner believes that the cost, damages and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land likely to be benefited thereby. Petetioner believes the proposed improvements will:

- (a) improve public health
- (b) benefit a public street
- (c) be of public utility

Petitioner agrees to pay the cost of construction of the drainage system and requests periodic maintenance assessments by the Board thereafter.

The Petitioner also agrees to the following:

- 1. To provide the Drainage Board a Performance Bond for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 100% of the Engineers estimate. The bond will be in effect until construction of 100% of the system is completed and so certified by the Engineer.
- 2. The Petitioner shall retain an Engineer throughout the construction phase. At completion of the project the Petitioner's Engineer shall certify that the drainage system which is to be maintained as a regulated drain has been constructed as per construction plans."

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- 3. The Petitioner agrees to request in writing to the County Surveyor any changes from the approved plan and must receive written authorization from the County Surveyor prior to implementation of the change. All changes shall be documented and given to the Surveyor to be placed in the Drain File.
- 4. The Petitioner shall instruct his Engineer to provide a reproducable print on a 24" x 36" mylar of the final design of the Drainage System. This shall be submitted to the County Surveyor prior to the release of the Performance Bond.
- -5. The Petitioner shall comply with the Erosion Control Plan as as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The County Surveyor shall immediately install or repair the needed measures at Petitioners cost as per IC 36-9-27-46.

The Petitioner further requests that the Drain be classified as an Urban Drain.

<u>Géorge P</u>. Printed Name Swee

Signed

Printed Name

RECORDED OWNER(S) OF LAND INVOLVED

DATE _ August 6, 2001



AIA Document A312 - Electronic Format

Performance Bond

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 D_{401} .

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

CONTRACTOR (Name and Address): Brenwick TND Communities, LLC. 12821 East New Market Street, Suite 200 Carmel, IN 46032	SURETY (Name and Principal Place of Business): Fidelity and Deposit Company of Maryland 2350 One Indiana Square Indianapolis, IN_46204
OWNER (Name and Address): <u>The Hamilton County Board of Commissioners</u> <u>1 Hamilton County Square</u> <u>Noblesville, IN 46060</u>	BOND NO. 08505149
CONSTRUCTION CONTRACT Date: <u>August 13, 2001</u> Amount: <u>Ten Thousand One Hundred Ten and No/100 ***</u> Description (Name and Location): <u>Installation of Centerline</u> Village of West Clay. Section 8501.	
BOND Date (Not earlier than Construction Contract Date): <u>Augus</u> Amount: <u>Ten Thousand One Hundred Ten and No/100</u> Modifications to this Bond:	
Company: (Corporate Seal) C Brenwick TND Communities, LLC.	URETY ompany: (Corporate Seal) Fidelity and Deposit Company of Maryland
	ame and Title: <u>David A. Linthicum. Attorney-In-Fact</u>

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: M.J. Schuetz Agency PO Box 44070 Indianapolis, IN 46244 (317) 639-5679

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

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

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Electronic Format A312-1984

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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.

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

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

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: ~

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.

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

CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
-------------------------------------	------------------	--------------------	------------------

Signature: _____ Name and Title: Address: Signature: _____ Name and Title: Address:

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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, D, 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 intent, and purposes, as if they had been duly executed and acknowledged by the regularly elected offices of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that assued on 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 here 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 said 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:	FIDELIT	LITY AND DEPOSIT COMPANY OF MARYLAND			
(SEAL)	a. E.	Vint	By:	Certeval	· · · · ·
State of N County of B		Assistant Secretary		W. B. Walbrecher	Vice-President

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.

ANDLE ST

Carol J. Fader Notary Public My Commission Expires: August 1, 2000

L1428-044-0366

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

<u>13th</u> day of August 2001

J. D. mat

Assistant Secretary

CERTIFICATE OF COMPLETION AND COMPLIANCE

TO: HAMILTON COUNTY SURVEYOR

RE: Village of West Clay Section 8501

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:	Date: 3-17-05
Type or print name:	Brandon T Burke, P.E.
Business /Address:	The Schneider Corporation
-	12821 E. New Market Street, Suite 100, Carmel, IN 46032
T 1 1 (217) a	

Telephone: (317) 569-8112

INDIANA REGISTRATION NUMBER

SEAL

PE 10000075





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

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

To: Hamilton County Drainage Board

December 18, 2007

Re: Village of West Clay Drain: Section 8501

Attached are as-builts, certificate of completion & compliance, and other information for Village of West Clay Section 8501. 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 September 5, 2001. The report was approved by the Board at the hearing held October 22, 2001. (See Drainage Board Minutes Book 6, Pages 182-184) The changes are as follows: 6" HDPE – 1109 feet 12" RCP – 110 feet 15" RCP – 392 feet

The length of the drain due to the changes described above is now 1611 feet.

The non-enforcement was approved by the Board at its meeting on October 22, 2001 and recorded under instrument #200200027355.

The following sureties were guaranteed by Fidelity and Deposti Co. and released by the Board on its November 28, 2005 meeting.

Bond-LC No: 08505149 Insured For: Storm Sewers Amount: \$10,110 Issue Date: August 13, 2001 I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,

Kenton C. Ward, CFM Hamilton County Surveyor

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KCW/slm

