

Drain: VILLAGES AT WEST CLOV DRAIN **Drain #:** 312
Improvement/Arm: SECTION DPO2-B
Operator: JOR **Date:** 6-29-04
Drain Classification: Urban/Rural **Year Installed:** 2002

GIS Drain Input Checklist

- Pull Source Documents for Scanning JOR
- Digitize & Attribute Tile Drains _____
- Digitize & Attribute Storm Drains _____
- Digitize & Attribute SSD _____
- Digitize & Attribute Open Ditch _____
- Stamp Plans _____
- Sum drain lengths & Validate _____
- Enter Improvements into Posse _____
- 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

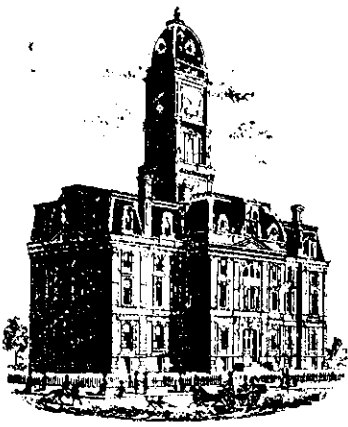
Drain-Improvement: VILLAGES AT WREN CLAY DRABBY - SECTION 0902-B

Drain Type:	Size:	Length <small>SUMMARY</small> <small>RECON</small>	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
<i>RCP</i>	<i>12"</i>	<i>616'</i>				
	<i>15"</i>	<i>148'</i>				

Sum: 764'

Final Report: _____

Comments:



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

*One Hamilton County Square
Noblesville, Indiana 46060-2230*

December 18, 2002

To: Hamilton County Drainage Board

Re: Village of West Clay, Section DPO1-B Arm (replat Section 7501 Arm)

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the DPO1-B replat of section 7501 Arm, Village of West Clay Drain. I have reviewed the submittals and petition and have found each to be in proper form.

This is a replat of Section 7501 of West Clay. The replat, DPO1-B, increases the length of drain for Village of West Clay. (See Surveyor's report dated August 13, 1999 for Section 7501).

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 - 616 ft

15" RCP - 148 ft

The total length of the drain will be 764 feet.

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.)

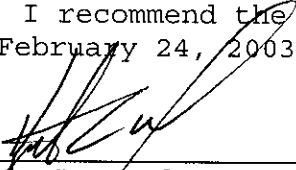
I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$5.00 per lot, \$5.00 per acre for roadways, with a \$120.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$3,840.00.

Parcels assessed for this drain may be assessed for the Collins-Osborn or Williams Creek Drains at sometime in the future. Parcels assessed for this drain will also be assessed for the Elliott 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 easement widths as shown on the secondary plat for Replat of Village of West Clay, Section DPO1-B as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for February 24, 2003.



Kenton C. Ward
Hamilton County Surveyor

KCW/pll



SUBDIVISION PERFORMANCE BOND

Bond # 5002185

KNOW ALL MEN BY THESE PRESENTS, that we Brenwick Development Company, Inc.,
12821 E. New Market St., #200, Carmel, IN 46032

as Principal, and Bond Safeguard Insurance Company, 1919 S. Highland Avenue, Bldg. A,
Suite 300, Lombard, IL 60148

authorized to do business in the State of Indiana, as Surety are held firmly bound unto
Board of Commissioners of Hamilton County, 1 Hamilton Co. Sq., Noblesville, IN 46060,
as Obligee, in the penal sum of Five Thousand Seven Hundred Fifty and NO/100
(\$ 5,750.00)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators,
executors, successors and assigns, jointly and severally firmly by these present;

WHEREAS, the above bounden Principal has been granted approval by the above named Obligee for
Erosion Control in the Village of WestClay, Section DP01-B

NOW, THEREFORE, the condition of the obligation is such, that if the said Principal shall complete the
above improvements in accordance with the plans and specifications prepared by _____
_____, and shall indemnify and save harmless the Obligee
from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and
repay Obligee any outlay and expense which it may incur in making good any such default, then this
obligation shall be null and void, otherwise to remain in full force and effect.

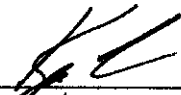
THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the
performance of which shall be a condition precedent to any rights of claims or recovery hereunder:


1. Upon the discovery by the Obligee, or by the Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety.
2. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.
3. The Principal shall be made a party to any suit or action for recovery hereunder, and no judgment shall be rendered against the Surety in excess of the penalty of this instrument.
4. No right of action shall accrue hereunder to or for the use or benefit of anyone other than the Obligee, and the Obligee's right hereunder may not be assigned without the written consent of the Surety.

SIGNED, SEALED AND DATED this 6th Day of September, 2002

Brenwick Development Company, Inc.

Bond Safeguard Insurance Company

By: 
Keith Lash, VP of Operations

By: 
Deborah M. Roth, Attorney-in-Fact

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Anthony George Balzano,

Deborah M. Roth, Jacqueline Demeter

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY [Signature]
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



[Signature]
Janet L. Coppock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 6th Day of September, 2002



[Signature]
Donald D. Buchanan
Secretary

1 1

1017

FILED

OCT 04 2002

OFFICE OF HAMILTON COUNTY SURVEYOR



SUBDIVISION PERFORMANCE BOND

Bond # 5002184

KNOW ALL MEN BY THESE PRESENTS, that we Brenwick Development Company, Inc.
12821 E. New Market St., #200, Carmel, IN 46032

as Principal, and Bond Safeguard Insurance Company, 1919 S. Highland Avenue, Bldg. A,
Suite 300, Lombard, IL 60148

authorized to do business in the State of Indiana, as Surety are held firmly bound unto
Board of Commissioners of Hamilton County, 1 Hamilton Co. Sq., Noblesville, IN 46060,
as Obligee, in the penal sum of Forty Nine Thousand Two Hundred Thirty Four and NO/100----
----- (\$ 49,234.00)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators,
executors, successors and assigns, jointly and severally firmly by these present;

WHEREAS, the above bounden Principal has been granted approval by the above named Obligee for
Storm Sewers in the Village of WestClay, Section DP01-B

NOW, THEREFORE, the condition of the obligation is such, that if the said Principal shall complete the
above improvements in accordance with the plans and specifications prepared by _____
_____, and shall indemnify and save harmless the Obligee
from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and
repay Obligee any outlay and expense which it may incur in making good any such default, then this
obligation shall be null and void, otherwise to remain in full force and effect.


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2. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.
3. The Principal shall be made a party to any suit or action for recovery hereunder, and no judgment shall be rendered against the Surety in excess of the penalty of this instrument.
4. No right of action shall accrue hereunder to or for the use or benefit of anyone other than the Obligee, and the Obligee's right hereunder may not be assigned without the written consent of the Surety.

SIGNED, SEALED AND DATED this 6th Day of September, 2002

Brenwick Development Company, Inc.

Bond Safeguard Insurance Company

By: 
Keith Lash, VP of Operations

By: 
Deborah M. Roth, Attorney-in-Fact

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Anthony George Balzano,

Deborah M. Roth, Jacqueline Demeter

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

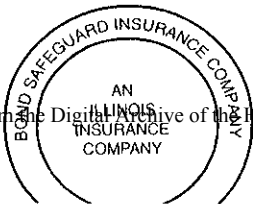


Janet L. Coppock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 6th Day of September, 20 02



Donald D. Buchanan
Secretary

10-01-02

FILED

OCT 04 2002

OFFICE OF HAMILTON COUNTY SURVEYOR

CERTIFICATE OF COMPLETION AND COMPLIANCE

TO: HAMILTON COUNTY SURVEYOR
RE: Village of West Clay Section DP01-B

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: David K. Sexton

Date: December 16, 2002

Type or print name: David K. Sexton, P.E.

Business /Address: The Schneider Corporation

12821 E. New Market Street, Carmel, IN 46032

Telephone: (317) 569-8112

SEAL



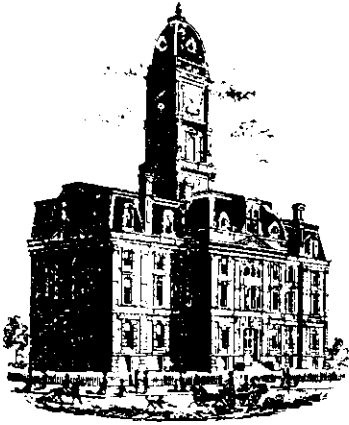
INDIANA REGISTRATION NUMBER

PE 9500028

FILED

DEC 17 2002

CLERK OF SUPERIOR COURT
HAMILTON COUNTY, INDIANA



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

September 9, 2005

Re: Villages of West Clay Drain: DP01-B Arm

Attached are as-builts, certificate of completion & compliance, and other information for Village of West Clay Section DP01-B. 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 December 18, 2002. The report was approved by the Board at the hearing held February 24, 2002. (See Drainage Board Minutes Book 6, Pages 559-560) The changes are as follows:

Structure:	Length:	Size	Material:	Up Invert:	Dn Invert	Grade:	Changes:
608-602	37	12	RCP	895.19	894.69	1.35	1
602-601	82	12	RCP	894.69	894.11	0.71	
601-600A	95	15	RCP	894.11	892.62	0.52	1
600A-600	53	15	RCP	892.62	893.34	0.53	-2
604-603	97	12	RCP	896.48	895.3	1.22	-5
603-602	59	12	RCP	895.3	894.69	1.03	-4
607-605	89	12	RCP	902.13	895.16	1.25	1
605-602	29	12	RCP	895.16	894.69	1.62	-5
605-606	22	12	RCP	895.54	895.16	1.73	3
609-601	80	12	RCP	894.35	894.11	0.3	
610-601	114	12	RCP	894.51	894.11	0.35	2

RCP Pipe Totals:

12	609
15	148

Total: 757

The length of the drain due to the changes described above is now **757 feet**.

The non-enforcement was approved by the Board at its meeting on February 24, 2003 and recorded under instrument #200300074080.

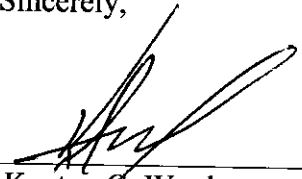
The following sureties were guaranteed by Bond Safeguard Insurance Company and released by the Board on its August 22, 2005 meeting.

Bond-LC No: 5002184
Insured For: Storm Sewers
Amount: \$49,234
Issue Date: September 6, 2002

Bond-LC No: 5002185
Insured For: Erosion Control
Amount: \$5,750
Issue Date: September 6, 2002

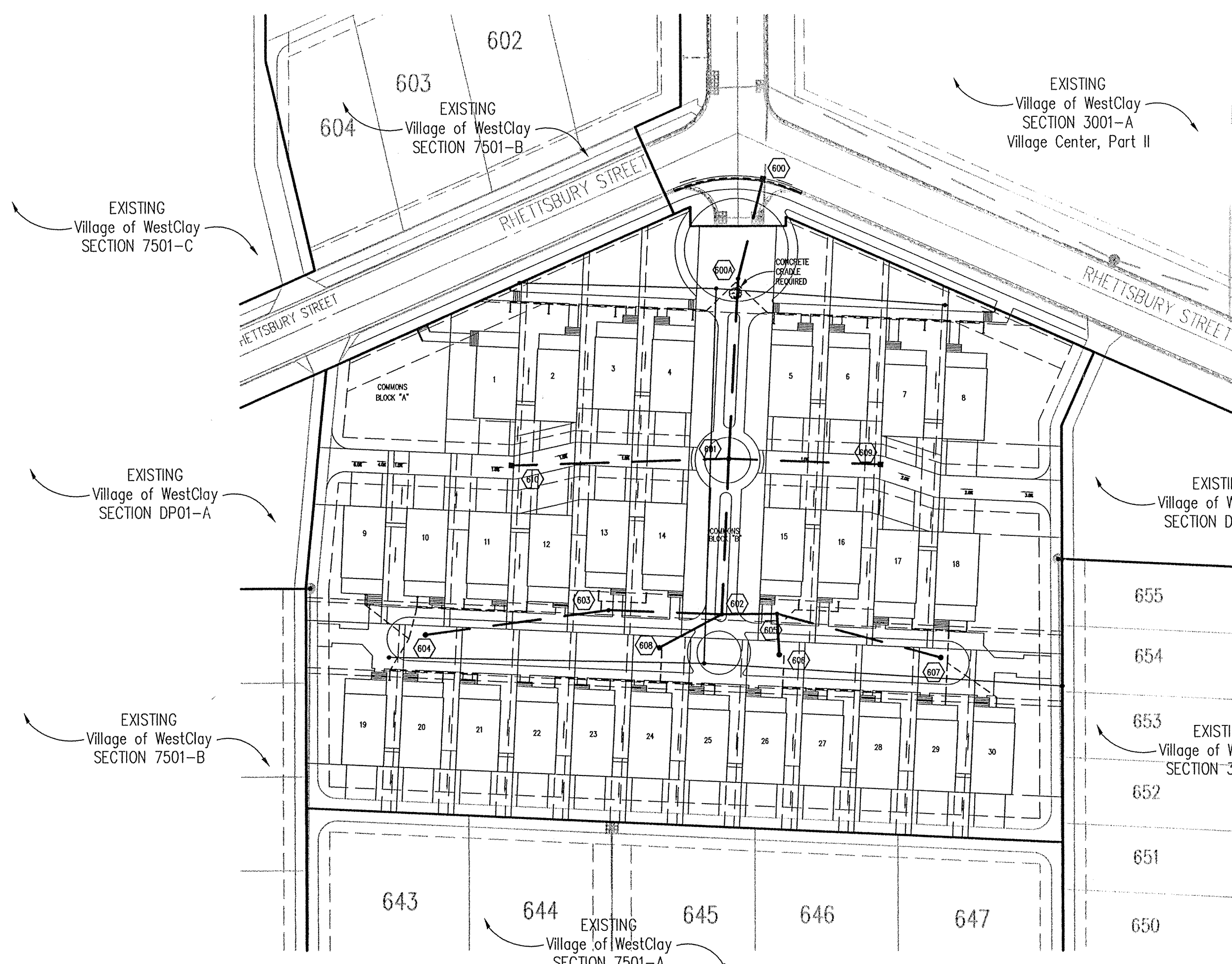
I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,



Kenton C. Ward,
Hamilton County Surveyor

KCW/slm



HAMILTON COUNTY INDIANA 1825

This information was gathered for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.

Entry Date: 8-17-05

Entered by: SLM

HOLEY MOLEY SAYS "DON'T DIG BLIND"

"IT'S THE LAW" CALL 2 WORKING DAYS BEFORE YOU DIG 1-800-382-5544 CALL TOLL FREE PER INDIANA STATE LAW IS-69-1991. IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

GENERAL NOTES

- TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE LOCAL AND STATE STANDARDS.
- ALL CONSTRUCTION ACTIVITY ON THIS SITE TO BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR WORKER SAFETY.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.

Sheet Number	Description
C803 1	Storm Sewer Trench & Pipe Embedment Detail
C803 5	Special Straight Curb Inlet
C803 4	Beehive Inlet Detail
C803 2,3	Storm Manhole Detail
C803 8	Paved Area Inlet

REVISIONS:

- DCC 09/06/02 REISED STORM LAYOUT.
- DCC 09/06/02 REISED STORM LAYOUT.
- DCC 10/02/02 REISED PER CLIENT.
- DCC 12/10/02 REISED DRAWING.

CERTIFICATION FOR "RECORD DRAWING"

CERTIFIED BY: *David K. Sexton*

THE SCHNEIDER CORPORATION
12821 E. NEW MARKET STREET SUITE 100
CARMEL, INDIANA 46032
(317) 569-8112 FAX (317) 826-6410

DAVID K. SEXTON REGISTERED PROFESSIONAL ENGINEER No. 9500028 STATE OF INDIANA

NOTE: Record drawing certification only for top of coating, invert elevations and lengths of pipe. Slope percentage represents a calculated figure and is for general information only.

DATE: 12/16/02

BENCHMARK

TBM #44
USCS BENCHMARK
CUT "X" NORTH BONNET BOLT IN FIRE HYDRANT
EAST SIDE HOOVER RD. ±100' SOUTH OF CLARIDGE FARM ENTRANCE.
ELEVATION - 893.39

DATE: _____

THIS DRAWING AND THE IDEAS, DESIGNS AND CONCEPTS CONTAINED HEREIN ARE THE EXCLUSIVE INTELLECTUAL PROPERTY OF THE SCHNEIDER CORPORATION, AND ARE NOT TO BE USED OR REPRODUCED, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE SCHNEIDER CORPORATION.

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THE SCHNEIDER CORPORATION
12821 E. New Market Street
Suite 100
Carmel, IN 46032
Telephone: 317.569.8112
Fax: 317.826.6410
www.schneidercorp.com

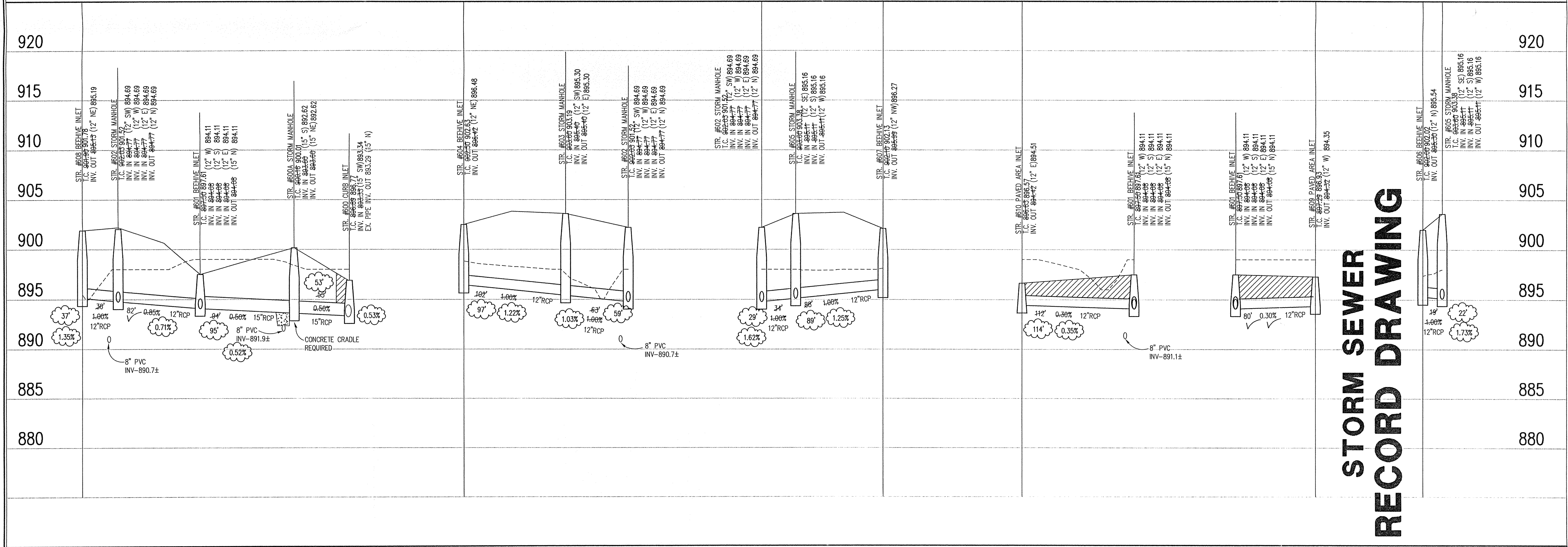
Architecture
Civil Engineering
Environmental Engineering
Geotechnical Services
GIS + LIS
Home Builder Services
Interior Design
Land Surveying
Landscape Architecture
Transportation Engineering

Village of WestClay
Section DP01-B

BRENWICK TND COMMUNITIES, L.L.C.
CARMEL, INDIANA

STORM SEWER PLAN

SCALE: 1"=50'



STORM SEWER PROFILE

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