

Drain: VERNON W. ASHER DRAIN -151
Improvement: CORNERSTONE PLACE -SECTION 2
Operator: JDH
Date: 10-9-03
YR OF CONST. 1993

GIS Drain Input Checklist

- Digitize & Attribute Tile Drains N/A
- Digitize & Attribute Storm Drains J.A. 10-9-03
- Digitize & Attribute SSD J.A. 10-10-03
- Digitize & Attribute Open Ditch J.A. 10-10-03
- Sum drain lengths & Validate J.A. 10-10-03
- Enter Improvements into Posse J.A. 10-10-03
- Enter Drain Age into Posse slm done ✓
- Sum drain length for Watershed in Posse slm done ✓
- Stamp Plans J.A. 10-10-03
- Pull Source Documents for Scanning J.A. 10-10-03



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Suite 146

776-8495

One Hamilton County Square

Noblesville, Indiana 46060-2230

May 14, 1993

TO: Hamilton County Drainage Board

RE: Vernon W. Asher Drain-Cornerstone Place-Section 1

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Cornerstone Place-Section 1 Arm of the Vernon W. Asher 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 to the owners of land likely to be benefitted. The drain will consist of the following:

6" SSD	2250ft	18" RCP	49ft
12" RCP	561ft	21" RCP	108ft
15" RCP	314ft	Concrete Ditch	560ft

The total length of the drain will be 3842 feet.

The dry retention area located in the rear of Lots 11 to 16

is not to be considered part of the regulated drain. Only the inlet and outlet and concrete ditch will be maintained as part of the regulated drain. The maintenance of the area will be the responsibility of property owners of those lots. The Board will however, retain jurisdiction for ensuring the storage volume for which the lake was designed will be retained. Thereby, allowing no fill or easement encroachments.

sub surface
The substance drains (SSD) to be part of the regulated drain are those located under the curbs and those main lines between lots or in rear yards. Only the main SSD lines which are located within the easement are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain. The portion of the SSD which will be regulated other than those under curbs are those in the rear of Lots 1-3 and 23 and 24.

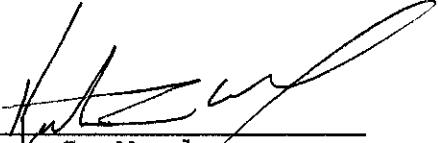
I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to the landowners by the reconstruction of this drain. The maintenance assessment will be \$6.00 per lot, \$2.00 per acre for roadway,, with a \$6.00 minimum. This is the same as the current assessment for the Asher 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 Cornerstone Place, Section 1 as recorded in the Office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for July 1993.



Kenton C. Ward
Hamilton County Surveyor
KCW/no



SUBDIVISION PERFORMANCE BOND BOND #44535

KNOW ALL MEN BY THESE PRESENTS, that we CORNERSTONE PLACE LIMITED PARTNERSHIP 1686 Stonegate Drive, Greenwood, IN 46142 as Principal, and FRONTIER INSURANCE COMPANY, authorized to do business in the State of New York, and having an office at Rock Hill, New York 12775-8000 as Surety, are held and firmly bound unto HAMILTON COUNTY DRAINAGE BOARD in the penal sum of FORTY TWO THOUSAND TWENTY FIVE AND NO/100 (\$42,025.00) 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 presents;

WHEREAS, the above bounden principal has been granted approval by the above named Oblige for the construction of STORM SEWERS - Cornerstone Place Section I

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the above improvements in accordance with the plans and specifications within the two (2) year period from the date hereof; and shall indemnify and save harmless the Oblige from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and repay the Oblige 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 Oblige, or by the Oblige's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Oblige shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at Monticello, New York.



Bond No. 44535.
Page 2

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 of 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 Obligor, and the Obligor's right hereunder may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF, this Instrument has been executed by the duly authorized representative of the Principal and the Surety.

SIGNED, SEALED AND DATED: 27th day of APRIL 1993

CORNERSTONE PLACE LIMITED PARTNERSHIP

BY: *Paul W. Frank*
~~President~~ Partner

FRONTIER INSURANCE COMPANY

BY: *Katherine Radovanovich*
Katherine Radovanovich Attorney-in-Fact

POWER OF ATTORNEY

Know All Men By These Presents: That FRONTIER INSURANCE COMPANY, a New York Corporation, having its principal office in Monticello, New York, pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 4th day of November, 1985:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT:

THOMAS K. JOHNSON KATHERINE RADOVANOVICH

of Indianapolis, in the State of Indiana, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of redelegation, as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed; IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED FIFTY THOUSAND (\$850,000.00) DOLLARS; and to bind FRONTIER INSURANCE COMPANY thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of FRONTIER INSURANCE COMPANY, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereof, FRONTIER INSURANCE COMPANY of Monticello, New York, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this _____ day of _____, 19__

21st May 91
 FRONTIER INSURANCE COMPANY



BY: Walter A. Rhulen
 WALTER A. RHULEN, President

State of New York
 County of Sullivan ss.:

On this 21st day of May, 1991, before the subscriber, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came WALTER A. RHULEN of FRONTIER INSURANCE COMPANY to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal at Monticello, New York, the day and year above written.



R. Linda Monjo
 A Notary Public of New York
 My Commission Expires
 June 22, 1993

CERTIFICATION

I, MARVIN L. TEPPER, Secretary of FRONTIER INSURANCE COMPANY of Monticello, New York, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the facsimile seal of the corporation this 27th day of APRIL, 1993



Marvin L. Tepper
 MARVIN L. TEPPER, Secretary

PRINCIPAL'S ACKNOWLEDGMENT
INDIVIDUAL VERIFICATION

State of _____ County of _____

On this _____ day of _____ in the year 19____ before me personally came _____ to me known, and known to me to be the person(s) who is (are) described in and who executed the foregoing instrument, and acknowledges to me that he (they) executed the same.

(Signature and title of official taking acknowledgment)

PARTNERSHIP VERIFICATION

State of _____ County of _____

On this _____ day of _____ in the year 19____ before me personally came _____ to me known, and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same, as and for the act and deed of the said co-partnership.

(Signature and title of official taking acknowledgment)

CORPORATE VERIFICATION

State of _____ County of _____

On this _____ day of _____ in the year 19____ before me personally came _____ to me known, who, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____, the corporation described in and which executed the foregoing instrument that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Signature and title of official taking acknowledgment)

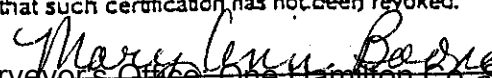
SURETY COMPANY ACKNOWLEDGMENT

State of INDIANA County of MARION

On this _____ day of APRIL in the year 1993 before me personally came

KATHERINE RADOVANOVICH to me known to be the individual described in and who executed the foregoing instrument and to be the Attorney-in-Fact of FRONTIER INSURANCE COMPANY, which is to me known to be the corporation described in the foregoing instrument, and which, by its said Attorney-in-Fact executed the same, and said Attorney-in-Fact duly acknowledged to me that he knows the Seal of said Corporation; that the Seal affixed to said instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he executed the said instrument as the act and deed of said FRONTIER INSURANCE COMPANY therein described and for the uses and purposes therein mentioned, by virtue of a certain power of attorney executed by said FRONTIER INSURANCE COMPANY dated _____

May 21, 1991, which said power has never been revoked and is still in full force and effect and that the said corporation has received from the Superintendent of Insurance of the State of New York a certificate of solvency and of its sufficiency as surety or guarantor under Section 327, Chapter 882 of the Laws of 1939, being Chapter 28 of the Consolidated Laws of New York for the year 1939, and that such certification has not been revoked.


 MARY ANN BOONE
 Notary Public - Comm. Exp. 3-24-96

Frontier INSURANCE COMPANY

198 BROADWAY
MONTICELLO, NEW YORK 12701

Financial Statement as of December 31, 1990

I certify that the below listed officers were duly elected by the Board of Directors of Frontier Insurance Company and continue to hold the offices set opposite their names.

OFFICERS

WALTER A. RHULEN	President	JAMES P. JOYCE	Vice President
MARVIN L. TEPPER	Secretary	CHARLES R. SPITZER	Vice President
DENNIS F. PLANTE	Treasurer	DAVID E. CAMPBELL	Vice President
PETER L. RHULEN	Vice President	HARRY W. RHULEN	Vice President
JESSE M. FARROW	Vice President		

I further certify that the following Financial Statement of the Company is true, as taken from the books of the Company as of December 31, 1990:

ASSETS		LIABILITIES AND POLICYHOLDER'S SURPLUS	
Bonds	\$145,350,933	Losses	96,847,715
Preferred stocks	10,908,921	Loss adjustment expenses	23,651,254
Common stocks	300,561	Other expenses	521,324
Short-term investments	8,047,257	Reinsurance payable on paid losses	1,929,300
Cash on hand and on deposit	650,547	Taxes, licenses and fees	1,292,176
Premiums and agents' balances in course of collection	12,907,747	Unearned premiums	25,343,131
Premiums, agents' balances and installments booked but deferred and not yet due	3,815,139	Funds held by Company under Reinsurance Treaties	221,101
Reinsurance recoverable on loss payments	1,205,431	Amounts withheld or retained by Company for account of cedes	87,563
Electronic data processing equipment	1,130,294	Provisions for reinsurance	84,545
Aggregate write-ins for assets other than invested assets	634,076	Federal income tax payable	523,768
Interest dividends and real estate income due and accrued	3,246,456	TOTAL LIABILITIES	\$151,071,512
Real Estate	487,033	Capital paid-up	\$5,000,000
Receivable from affiliates	407,758	Paid-in and contributed surplus	11,520,520
TOTAL ADMITTED ASSETS	\$189,132,353	Unassigned funds (surplus)	21,540,279
		Total policyholder's surplus	38,050,346
		TOTAL LIABILITIES & POLICYHOLDER'S SURPLUS	\$189,132,353

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the Company this 20th day of May, 1991.

CORPORATE SEAL



Walter A. Rhulen

WALTER A. RHULEN, President

STATE OF NEW YORK
COUNTY OF SULLIVAN

ss:

On this 20th day of May 1991, before the subscriber, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came WALTER A. RHULEN of FRONTIER INSURANCE COMPANY to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force; and that said Corporation has received from the Superintendent of Insurance of the State of New York a Certificate of Solvency and of its sufficiency as surety or guarantor under Section 1111 of the Insurance Law of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Monticello, New York, the day and year above written.

NOTARIAL SEAL



R. Linda Moxjo

A Notary Public of New York
My Commission Expires

FRONTIER INSURANCE COMPANY

DUAL OBLIGEE RIDER

TO BE ATTACHED to and form a part of SUBDIVISION
Bond No. 44536, dated 4-27-93
of CORNERSTONE PLACE LIMITED PARTNERSHIP, 1686 Stonegate Drive, Greenwood, IN 46142
as Principal, and CARMEL CLAY PLANNING COMMISSION, One Civic Sq., Carmel, IN 46032
and HAMILTON COUNTY BOARD OF COMMISSIONERS, Hamilton County Judicial Center,
Attn: Fred Swift, Adm. Asst. One Hamilton County Square, Suite #105, Noblesville,
Indiana 46060

as Obligees, as follows:

THE SURETY shall not be liable under this bond to the Obligees or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety in case it arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of the said contract, as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

THE SURETY shall not be liable in aggregate to both Obligees, for more than the penalty of the Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due either Obligee may be made by its check issued jointly to both.

IN WITNESS WHEREOF, CORNERSTONE PLACE LIMITED PARTNERSHIP

(as Principal)

and FRONTIER INSURANCE COMPANY, as Surety have hereunto affixed their signatures and seals this 27th day of April, 19 93.

Acknowledged by:

CARMEL CLAY PLANNING COMMISSION
(Obligee)

CORNERSTONE PLACE LIMITED PARTNERSHIP
(Principal)

By: _____
(Name and Title)

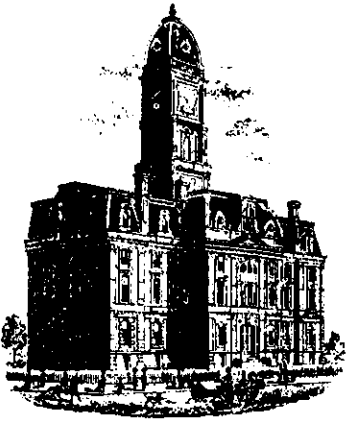
By: Rud W. Zient, partner
(Name and Title)

HAMILTON COUNTY BD OF COMMISSIONERS

FRONTIER INSURANCE COMPANY

By: _____
(Name & Title)

Katherine Radovanovich
KATHERINE RADOVANOVICH Attorney-in-Fact



SURVEYOR'S OFFICE
Hamilton County

Kenton C. Ward, Surveyor


Suite 146

776-8495

One Hamilton County Square

Noblesville, Indiana 46060-2230

TO: Kenton Ward

From: Jerry Liston 

Date: 10 October 1995

RE: Vernon Asher Drain
Cornerstone Arm Surety Release

The Hamilton County Surveyors Office has completed an inspection of the cornerstone drainage facilities and found the facilities to be complete and acceptable.

Therefore, I recommend the following surety for storm sewers be released at this time.

Frontier Insurance Company:

Subdivision performance bond #44535 storm sewers \$42,025.00

The bond for monuments and markers(#44536) is not being released at this time due to monuments and markers not being complete for cornerstone.

cc: Frontier Insurance Co.
Carmel DOCD
Hamilton Co. Highway
Sentry Homes(Rick French)

JLL/nw



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Suite 146

776-8495

One Hamilton County Square

Noblesville, Indiana 46060-2230 January 5, 1996

TO: Hamilton County Drainage Board

RE: Vernon W. Asher Drain Cornerstone Place-Section 1

Attached are as-builts, certificate of completion and compliance, and other information for Cornerstone Place Section 1. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain which will alter the plans submitted with my report for this drain dated May 14, 1993. The changes are as follows:

- STR 9 to 8 consists of 21" RCP which was lengthened from 108 feet to 111 feet.
- STR 8 to 7 consists of 18" RCP which was lengthened from 23 feet to 25 feet.
- STR 7 to 6 consists of 18" RCP which was shortened from 26 feet to 25 feet.
- STR 6 to 5 consists of 15" RCP which was lengthened from 114 feet to 115 feet
- STR 5 to 4 consists of 15" RCP which was shortened from 182 feet to 180 feet.
- STR 4 to 3 consists of 12" RCP which was lengthened from 131 feet to 135 feet
- STR 2 to 1 consists of 12" RCP which was lengthened from 162 feet to 167 feet
- STR 11 to 10 consists of 12" RCP which was lengthened from 56 feet to 58 feet
- STR 14 to 15 consists of 12" RCP which was lengthened from 54 feet to 56 feet
- STR 15 to Existing curb inlet consists of 12" RCP which was lengthened from 19 feet to 26 feet
- Manhole #16 was installed on an existing portion of the Vernon W. Asher Drain. This manhole sits at the Northeast corner of Lot 4.

The length of the drain due to the changes described above is now 3,865 feet.

The non-enforcement request was approved by the Board at its meeting on July 26, 1993.

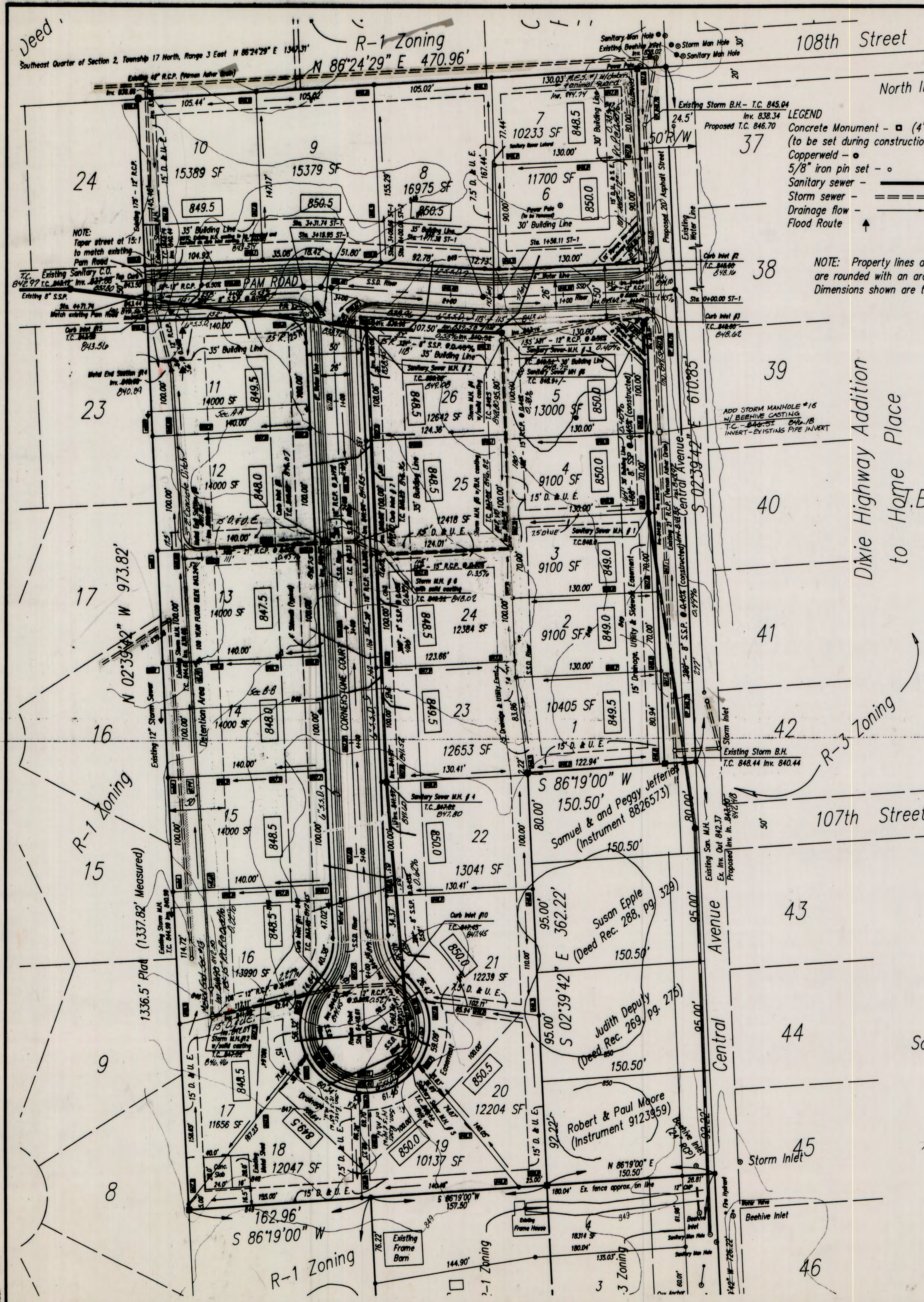
The Bond or Letter of Credit from Frontier Insurance Company, Number #44535, dated April 27, 1993, in the amount of \$42,025.00, has been released.

I recommend the Board approve the drains construction as complete and acceptable.



Kenton C. Ward
Hamilton County Surveyor
KCW/no

SLM



CORNERSTONE PLACE

Development Plan

Tract Zoned R-1 & R-3

T.B.M. - Invert of existing storm manhole @ the intersection of 108th Street and Central Avenue Elev. 838.02

Weihe Engineers Job # 92-1340

Note: The engineer and/or owner disclaim any role in the construction means and methods associated with the project as set forth in these plans.

No flood plain on site.

Two (2) trees of 2" caliper each to be placed on each lot after house construction is completed.

This plat complies with the following City of Carmel Standards: 6.3.10, 6.3.15, 6.3.16, 6.3.17, 6.3.18

T.B.M. - West bonnet nut, fire hydrant @ lot 42 Dixie Highway Addition to Home Place ELEV. 850.88
 Top of Casting, storm manhole @ Northeast corner of Lot 7, Cornerstone Place ELEV 846.62

Prepared For:
 Mr. Mike Keen
 330 North Rangeline Road
 Carmel, Indiana 46032
 Phone 317-844-9999
 Prepared By:
 Weihe Engineers, Inc.
 10505 North College Avenue
 Indianapolis, Indiana 46280
 Phone 846-6611



NOTE: Speed limit within subdivision to be 25 M.P.H.

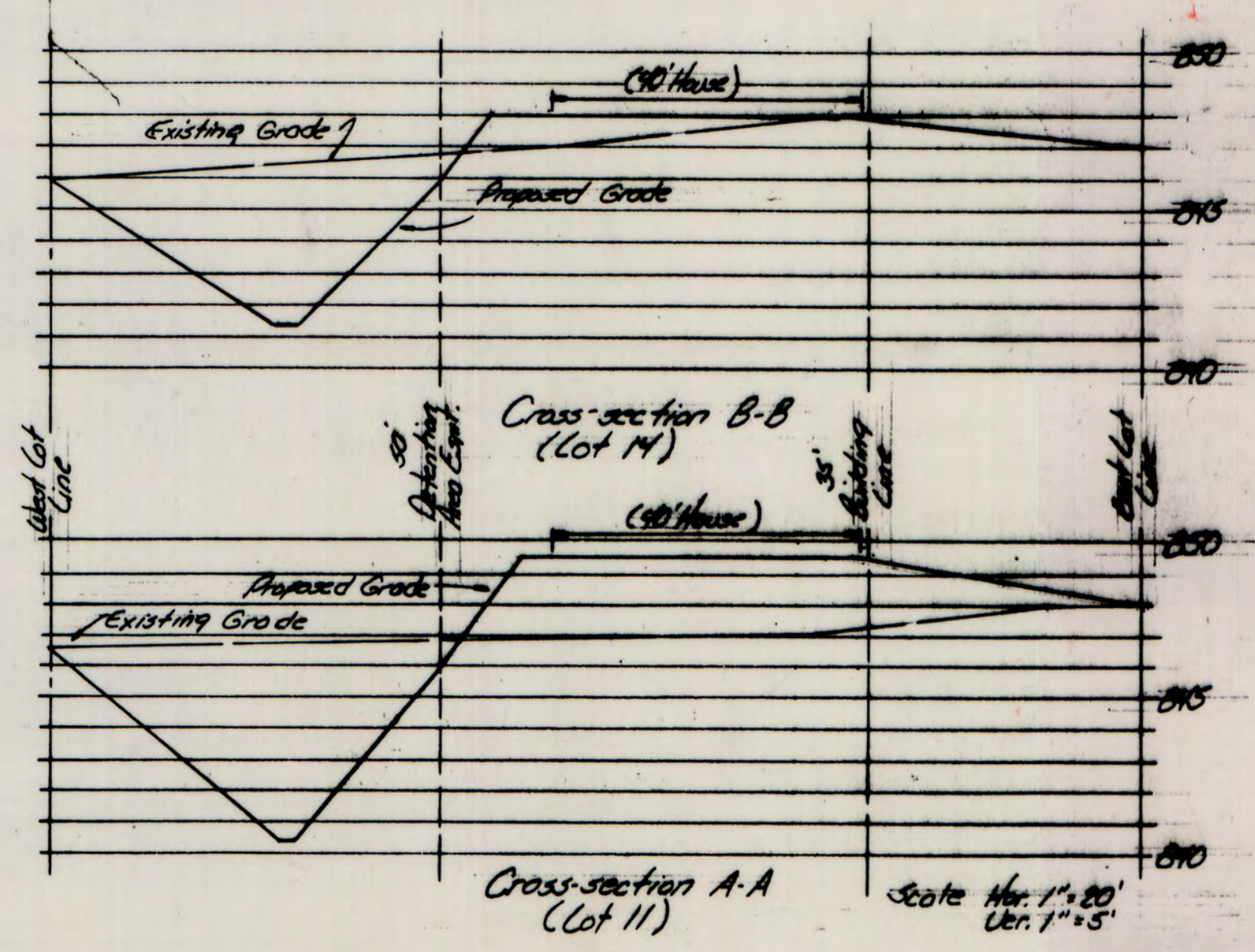
- LEGEND
- Concrete Monument - □ (4"x4"x36") (to be set during construction)
 - Copperweld - ●
 - 5/8" iron pin set - ○
 - Sanitary sewer - ———
 - Storm sewer - - - - -
 - Drainage flow - ———>
 - Flood Route - ———>

NOTE: Property lines at all street intersections are rounded with an arc having a 25' radius. Dimensions shown are to the P.I. of the arc.

"RECORD DRAWING" Storm Sewers
 T.C.'s, Inverts, Grades
 Allan H. Weihe
 ALLAN H. WEIHE, Reg. P.E., INDIANA #8827



"RECORD DRAWING" Sanitary Sewers
 T.C.'s, Inverts, Grades
 Allan H. Weihe
 ALLAN H. WEIHE, Reg. P.E., INDIANA #8827
 (San. Interals provided by owner)



Allan H. Weihe
 ALLAN H. WEIHE, Reg. P.E., INDIANA 8827



WEIHE ENGINEERS INC.

MR. MIKE KEEN
 Carmel, Indiana

Prepared for:
 SHEET NO.

2

