Drain: DEER WALK ESTATES ORAIN	Drain #: <u>236</u>
Improvement/Arm: Offewark Ester	ES-SECTION 1
Operator:	Date: /7-1/-03
Drain Classification: Urban/Rura	al Year Installed: 1990

# **GIS Drain Input Checklist**

•	Pull Source Documents for Scanning	999- 12-11
•	Digitize & Attribute Tile Drains	NA
•	Digitize & Attribute Storm Drains	JA12-11
•	Digitize & Attribute SSD	JA412-11
•	Digitize & Attribute Open Ditch	
•	Stamp Plans	GA 12-11
•	Sum drain lengths & Validate	G#212-11
•	Enter Improvements into Posse	92412-11
•	Enter Drain Age into Posse	Done V
•	Sum drain length for Watershed in Posse	Done 1
•	Check Database entries for errors	99912-11

# Gasb 34 Footages for Historical Cost <u>Drain Length Log</u>

Drain-Improvement: ORELWALK ESPAIS GRAIN - OFLEWALK ESPAIS - SECTION 2.

		Longith		<b>1</b>		<u>Jedonia</u>
Drain Type:	Size:	Length, (SURVEYORS)	Length (DB Query)	Length Reconcile	Price:	Cost:
550	6"	5401	540'	ø		
RCP	/Z <sup>14</sup>	39 <b>3</b> ′	393'	Ø		
	15"	150'	150	Ø		
CMP	48*	85'	85'	6		
	142" 491"	96'	961	ø	·	·
OPEN DITCH		Z.3101	2310'	Ø		
		•				
······································						
	Sum:	3,589'	3589'	Ø		
Final Report:						
Comments:						
				····		
					<u></u>	





Kenton C. Ward, Surveyor

776-9626

942 Maple Avenue Noblesville, Indiana <sup>1</sup>13060<sup>1990</sup>

TO: Hamilton County Drainage Board

RE: Deerwalk Estates Drain

Attached is a petition, non-enforcement request, plans, calculations, quanity summary and assessment roll for the Deerwalk Estates 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 benefitted. The drain will consist of the following:

Open Ditch	2310 ft.	48" CMP	70 ft.
6" SSD	555 ft	142"x 91"	96 ft.
12" RCP	412 ft.		

The total length of the drain will be 3,441 feet.

The portions of the open ditch which is included in the above lengths are those located through Lots 19 and 20; between Lots 10, 11 and 9, 12 and that through and between Lots 5,4,3,2 and 1.

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I recommend a maintenance assessment of \$45.00 per lot or block, \$5.00 per acre for roadways. With this assessment the total annual assessment for the

drain/thissection will be \$1025.00. Maintenance of Duck Creek is not included in the drain. Also, the ravine along the North side of Lots 12, 13 and 14 is not to be included as part of this drain.

I recommend a hearing be set for August 1990. Further, I recommend the Board approve the non-enforcement of the easement at that time if the drainage is approved.

Kenton C. Ward

Hamilton County Surveyor

KCW/no

STATE	OF	INDIANA	)
			)
COUNTY	OF	HAMILTON	)

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

In	the	matter	of _	DEER	WA	-IK	Subdivision
Section		Y			_Drain	Petition.	

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.

- 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.

Kevin W. Emment
Signed

Kesiw W. Emment
Printed Name

MARTE E. FREEMAN
Printed Name

DATE MAR. 21, 1990

RECORDED OWNER(S) OF LAND INVOLVED

#### WESTCHESTER FIRE INSURANCE COMPANY

518 Stuyvesant Avenue P.O. Box 615 Lyndhurst, N.J. 07071-9836

BOND NO	WF12514		\$59,000.00
•			
Insurance Com, as as Obligee, in the (\$ 59,000)	MEN BY THESE PRESENTS  Kevin Emmert Construct  pany, a corporation of the Norety, are hereby held and for the penal sum of Fifty  DO:00 ) Dollars for the lind ourselves, our heirs, executing	tion Co.  New York and a firmly bound unto the nine thousand and C payment of which, well	as Principal, and Westchester Fire authorized to do business in the State of Hamilton County Commissioner, 20/100  I and truly to be made we hereby jointly
WHEREAS, it	is proposed to make certain		•
	drainage work at Deer	walk Estates as per	attached cost estimate.
			•
,	e Hamilton County Commi delivery of this bond.	ssioners	has approved said plan upon the
construct the in	mprovements shown above, a County Commissioners a Hamilton County Commis same remain in full force a Surety for any and all claim	nd complete said work to the said work t	at if the above bounden Principal shall to satisfaction of the Hamilton the present standard specifications of the refore, then this obligation shall be void, pressly understood and agreed that the pevent exceed the penal amount of this
Signed, sealed a	and dated this May	16, 1990	
Witness Witness	a. Jawter	BY	Principal  (W. Smarrer
		Westche	ester Fire Insurance Company
Election Witness	Mona	BY Mary L. Pad	Surety  Attorney-in-Fact

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#### WESTCHESTER FIRE INSURANCE COMPANY

NEW YORK, NEW YORK

#### STATEMENT AS OF DECEMBER 31, 1989

ASSE	ETS	LIABILITIES AND SU	JRPLUS
Bonds	\$1,110,906,748	Losses and	
Stocks: Preferred \$	4 041 554	Adjustment	
Common	24,638,780 328,680,334	Expenses Taxes and	\$ 994,964,202
Real Estate	8,043,993	Expenses	34,382,611
Cash and Bank Deposits	1,350,081	Unearned	•
Short Term	1,330,061	Premiums Other Liabilities	195,097,716 91,735,334
Investments Other Invested	82,356,307	Capital \$ 2,500,0	000
Assets	3,474,114	Paid in and Contributed	
Premium Balances		Surplus 130,160,7	15
Receivable	112,854,499	Other	
in Pools and		Surplus	<del>70</del>
Associations	3,834,848	Policyholders	365,903,085
Other Assets	30,582,024		
Total Admitted Assets	<u>\$1,682,082,948</u>	Total Liabilities and Surplus	\$1,682,082,948

Bonds and Stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners.

Securities carried at \$138,721,850 in the above statement are deposited as required by law.

COUNTY OF MORRIS

STATE OF NEW JERSEY

COUNTY OF MORRIS

GEORGE J. RACHMIEL, Senior Vice President & Treasurer and MICHAEL A. SANDRI, Vice President of the Westchester Fire Insurance Company being duly sworn, each for himself deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 1989 the Company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said Company on the 31st day of December, 1989 according to the best of their information, knowledge and belief, respectively.

Corporation's Seal

Sworn to and Subscribed before methis 6th day of April, 1990.

CYNTHIA JO STEHLI

NOTARY PUBLIC OF NEW JERSEY

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My Commission Expires Dec. 13, 1993

Notarial Seal

ffice; One Hamilton Co. Square, Ste. 188, Noblesville, In 46060

Terrye 4. Rechnel
Senior Vice President & Treasurer

Michael a. Sandie

#### POWER OF ATTORNEY WESTCHESTER FIRE INSURANCE COMPANY PRINCIPAL OFFICE, NEW YORK, N.Y.

KNOW ALL MEN BY THESE PRESENTS: That the WESTCHESTER FIRE INSURANCE COMPANY a Corporation duly organized and existing under the laws of the State of New York, and having its administrative offices in the Township of Morris, New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint Robert A. Nicosia, Richard L. Quackenbush, Mary L. Paluzzi, Margaret A. Nicosia, Thomas Piccinnino, and Richard Ingram of Nutley, New Jersey, each

	its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: Any and all bonds and undertakings-
	and to bind the Corporation thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Corporation at its offices in Morris Township, New Jersey in their own proper persons.
	This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.
	This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.
	IN WITNESS WHEREOF the Westchester Fire Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of June , 19 89.
	Attest: WESTCHESTER FIRE INSURANCE COMPANY
	John K. Steward. Tichard ( Innese
	Assistant Secretary Vice President John K. Stewart Richard A Annese
	STATE OF NEW JERSEY)
	COLLEGE OF LODGE COLLEGE COLLE
	On this 27th day of June 1989, before the subscriber, a duly qualified Notary Public of the State of New Jersey, came the above-mentioned Vice President and Assistant Secretary, of the Westchester Fire Insurance Company, to me personally known to be the officers described the Real who, executed the preceding instrument, and they acknowledged the execution of the same, and being by me cliffy second, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.
THINING NE	CINCLESCIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the Township of Morris, the day and year first above written.  DAWN M. BIAMONTE  WIEGER OF COMMISSION EXPIRES JULY 25, 1993  Notary Public  FORM #WF-002 (7/69) [3M]
	1 Octob # 681 (Out 1/100) [Old]

This Power of Attorney is granted pursuant to Article IV of the By-Laws of the WESTCHESTER FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE IV Execution of Instruments. "The Chairman of the Board, Vice-Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation."

This Power of Attorney is signed and sealed under and by the authority of Article III, Section 9 of the By-Laws of the WESTCHESTER FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE III Section 9 Facsimile Signatures. "The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed facsimile, lithographed, or otherwise produced . . . The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued."

#### **CERTIFICATE**

State of New Jersey County of Morris

I, the undersigned, Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and effect and has not been revoked and furthermore that the above quoted abstracts of Article IV and Article III, Section 9 of the By-Laws of the Corporation are now in full force and effect.

Signed and s	ealed at the Townsh	ip of Morris, New Jers	ey dated	16th		
day of	May	, 19 <sup>90</sup>				
			_ \		 0	

Assistant Secretary
Herbert H. Linder



ASSOCIATED INSURANCE MANAGERS 6308 Rucker Rd., Suite A P. O. Box 55570 Indianapolis, Indiana 46205 317-253-1402 FAX 317-254-9834

Box 940, Anderson 46015 317-644-3331

Box 55570, Indianapolis 46205 317-253-1402

Box 5582, Evansville 47716 812-479-5050

EFRWALK

STEVE

KVYKENDALL

TO: HAMILTON COUNTY SURVEYORS
942 MARKE AVENUE NOBLESVILLE, IN. 46060

ATTN: JERRY LISTON

Subject:

KEVIN EMMEET CONSTRUCTION

Date: 6-25-91

attachel brevorable Letter of Credit that we have in force as support for their Subdivision Dones at Deerwalk Estates

Please Reply Below

Stricely Stricker Sall

Date:

Enment Construction

COMMITTED COUNTY PROTECTION OF CORRESPONDENCE



Irrevocable Letter of Credit No. 323 Expiration Date 5-11-92

Ameritrust National Bank Central Indiana 110 North 9th Street P O Box 40 Noblesville, IN 46060-9987 (317) 773-0980 FAX: (317) 773-5543

Universal Bonding Insurance Company 518 Stuyvesant Avenue P.O. Box 615 Lyndhurst, N.J. 07071-9836

#### Beneficiaries:

By order of our client, Kevin W. and Denise Emmert, we hereby establish this Irrevocable Letter of Credit No. 323 in your favor for an amount up to but not exceeding the aggregate sum of Twenty-Eight Thousand Dollars and 00/100(\$28,000), effective immediately, and expiring at the offices of the bank on May 11, 1992 unless renewed as hereinafter provided.

Funds under this Letter of Credit are available to you against your sight draft(s), signed by your authorized corporate officer, drawn on us bearing the clause "Drawn under Credit No. 323".

This Letter of Credit will be automatically renewed for a one year period upon the expiration date set forth above and upon each anniversary of such date, unless at least sixty (60) days prior to such expiration date, or prior to any anniversary of such date, we notify both you and our client in writing by certified mail that we elect not to so renew this Letter of Credit.

Upon receipt by you of our notice of election not to renew this Letter of Credit, you may draw hereunder by your sight draft (s) drawn on us and bearing the clause "Drawn under Credit No. 323".

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any documents or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

All bank charges and commissions incurred in this transaction are for the applicant's account. Any funds drawn hereunder and unused at the time you are discharged as Surety on all bond(s) or undertaking(s) on behalf of our client will be repaid to us by you. Letter of Credit No. 323 Ameritrust National Bank

We hereby agree with the drawers, endorsers, and bonafide holders of drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Commercial Documentary Credits (1983 Revision) I.C.C. Publication No. 400.

Sincerely,

Ameritrust National Bank

Charles L. Crow Vice-President

## WESTCHESTER FIRE INSURANCE COMPANY 518 Stuyvesant Avenue

P.O. Box 615 Lyndhurst, N.J. 07071-9836

BOND NO. WF12514 \$ 59,000.00  KNOWN ALL MEN BY THESE PRESENTS: That we the undersigned	
KNOWN ALL MEN BY THESE PRESENTS. That we the undersigned	
KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned Kevin Emmert Construction Co.  as Principal, and Westcheste Insurance Company, a corporation of the New York  as Surety, are hereby held and firmly bound unto the Hamilton County Commissions of Soligee, in the penal sum of Fifty nine thousand and 00/100  (\$ 59,000.00 ) Dollars for the payment of which, well and truly to be made we hereby joint and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.	ite of .oner:
WHEREAS, it is proposed to make certain	
drainage work at Deerwalk Estates as per attached cost estimate.	
WHEREAS, the Hamilton County Commissioners has approved said plan upon execution and delivery of this bond.	n the
NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal construct the improvements shown above, and complete said work to satisfaction of the Hamilton County Commissioners and in accordance with the present standard specifications of the Hamilton County Commissioners therefore, then this obligation shall be otherwise the same remain in full force and effect; it being expressly understood and agreed that liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of obligation as herein stated.	of the void, t the
Signed, sealed and dated this May 16, 1990	
Revin Emmert Construction Co.  Princi  BY Learn (1). Sommer Construction Co.  Withess	pal
Westchester Fire Insurance Company	
Sure By Monoe By Mary L. Paduzzi, Attorney-in-F	ety

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Henton C. Ward, Surveyor Phone (317) 776-8495

Fax (317) 776-9628

Suite 146 One Hamilton County Square Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

June 10, 1997

Re: Deerwalk Estates Drain - Sec. 1 arm

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

During construction, changes were made to the drain which will alter the plans submitted with my report for this drain dated June 13, 1990. The changes are as follows: The 48" CMP was lengthened from 70' feet to 85' feet.

The corrected totals are as follows: 12" RCP - 393' feet, 15" RCP - 150' feet.

The length of the drain due to the changes described above is now 3,589 feet.

The non-enforcement was approved by the Board at its meeting on August 20, 1990 and recorded under instrument #9022187.

The bond or letter of credit from Westchester Fire Insurance Co. & Ameritrust, number WF 12514 and 323, dated May 16, 1990 & June 1991, in the amount of \$59,000.00 for storm sewers and \$28,000.00 for the extension, has been recommended for release in a letter to the Commissioners dated may 11, 1992.

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

Sincerely,

Kenton C. Ward

Hamilton County Surveyor

KCW/slm

### **Asbuilt Structures**

Project: Deerwalk Estates Structure: T.C.: I.E.: Pipe: Length: Original Plans: Difference: 795.91 STR 5 792,49 795.94 792.43 STR 4 261 12" STR 4 795.94 792.43 3 12/ STR 795.53 712.19 12" 57R 3 715.53 792.09 MES 791.89 12" STR 2 797.05 793.64 STR 1 797.33 792.97 12" 261 STRI 792.90 797,33 MES 51' 783.16 12" MES 803.98 STR 7 (2" 803.99 800,28 20' STR 7 803,99 800,17 STR 6 803.81 799.65 12" 26' STRU 803.81 799.60 MES 798.39 15" 150' 798, 29 STRB 786,15 MES 773.06 12" 110 6" SSD Streets: 6" SSD Lots: Total: Total: **RCP Pipe Totals:** Other Drain:

**Total Length of Drain:** 

# **Asbuilt Structures**

Project: Deerwalk Estates

Structure:	T.C.:	I.E.:	Pipe:	Length:	Original Plans:	Difference:
LOT 19 : 20		783.84	142" x 91"	96'		<u> </u>
		783.16				
10T 10! 11		773.34				
		773.06	48"CMP	85'	From 70'	+15
						1
			· · · · · · · · · · · · · · · · · · ·			
						· · · · · · · · · · · · · · · · · · ·
·						
6" SSD Streets:					6" SSD Lots:	
					L04 1B	80'
					14-15	460
					<u> </u>	
	<u> </u>	· /		- 1.		
Total:		. (	555	OR -	Total:	> 540
RCP Pipe Totals:			And the second s	-		
12"	393'					
15"	150'					
					Other Drain:	
	*.				48 "CW	<b>85</b> '
					142" ×91" CMF	
					OPEN DITCH	2310'
					<u> </u>	

**Total Length of Drain:** 



